

Baldwin County Commission



Baldwin County Commission Work Session Meeting Agenda

**Tuesday, October 8, 2019
8:30 AM**

Baldwin County Foley Satellite Courthouse
Large Meeting Hall
201 East Section Avenue
Foley, Alabama 36535

District 1 – Commissioner James E. Ball
District 2 – Commissioner Joe Davis, III
District 3 – Commissioner Billie Jo Underwood
District 4 – Commissioner Charles F. Gruber

Wayne A. Dyess, County Administrator

All supporting documentation for the agenda can be viewed in the File ID link of each item. Revisions to agenda items or supporting documentation made after the initial publication are denoted by an asterisk.

WELCOME, INVOCATION AND PLEDGE OF ALLEGIANCE

A ELECTED OFFICIALS

- A1** Fiscal Year 2019-2020 Agreement for Community Traffic Safety Program Grant Participation [19-2176](#)

B BUDGET/PURCHASING

- B1** Competitive Bid #WG18-39A - Annual Rental of Portable Toilets for the Baldwin County Commission [19-2111](#)
- B2** Competitive Bid #WG19-52 - Provision of Onsite Document Scanning/Digital Image and Indexing Conversion Services for the Baldwin County Judge of Probate [19-2104](#)
- B3** Competitive Bid #WG19-53 - Provision of Bituminous Materials for the Baldwin County Commission [19-2150](#)
- B4** Competitive Bid #WG19-54 - Provision of Labor and Equipment for Asphalt Placement for the Baldwin County Commission [19-2155](#)
- B5** Competitive Bid #WG19-55 - Provision of Bag Ice for the Baldwin County Commission [19-2108](#)
- B6** Competitive Bid #WG19-56 - Provision of Closed Top Recycling Roll-off Containers for the Baldwin County Commission [19-2156](#)
- B7** Competitive Bid #WG19-57 - Provision of Alternate Daily Cover Material for the Baldwin County Commission [19-2157](#)
- B8** Competitive Bid #WG20-01 - Provision of Guardrail Installation and Repair on County Right-of-Ways for the Baldwin County Commission [19-2105](#)
- B9** Competitive Bid #WG20-02 - Provision of Charter Transportation Services for the Baldwin County Commission [19-2167](#)
- B10** Architectural Services for the Construction of a New Baldwin County Animal Shelter Intake Building Located in Summerdale, Alabama for the Baldwin County Commission [19-2101](#)
- B11** Contract for Expanding ArcGIS Online Platform and GIS Database Support Services for the Baldwin County Commission [19-2117](#)

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|------------|--|--------------------------------|
| B12 | Rental of One (1) Copy Machine for the Baldwin County Judge of Probate Elections Division located in Bay Minette, Alabama | <u>19-2168</u> |
| B13 | Request for Proposals (RFP) for Developing a Baldwin County Solid Waste Gas-to-Energy Project Located at the Magnolia Sanitary Landfill | <u>19-2139</u> |
| B14 | Request for Proposals (RFP) for the Development of a Baldwin County Strategic Plan for the Baldwin County Commission | <u>19-2171</u> |
| B15 | Alabama Department of Revenue Reciprocal Agreement - Removal and Addition of Individuals | <u>19-2180</u> |
| C | HIGHWAY | |
| D | FINANCE AND ACCOUNTING | |
| D1 | Resolution #2020-012 - Authorization for Chairman and Clerk/Treasurer to Sign Bank Documents | <u>19-2161</u> |
| E | ENVIRONMENTAL MANAGEMENT (SOLID WASTE) | |
| E1 | Baldwin County Solid Waste Uncollectible Residential Accounts | <u>19-2166</u> |
| F | BUILDING INSPECTION | |
| G | PLANNING AND ZONING | |
| G1 | Case No. Z-19025 - Retirement Systems of Alabama Property Rezoning | <u>19-2172</u> |
| G2 | Case No. Z-19037 - Wells Property Rezoning | <u>19-2173</u> |
| G3 | Case No. Z-19038 - Bankester Family Property Rezoning | <u>19-2174</u> |
| G4 | Case TA-19002 and Case TA-19003 - Amendments to the Baldwin County Zoning Ordinance, Article 4, Residential Districts, and Article 22, Definitions | <u>19-2177</u> |
| G5 | Case TA-19001 - Amendments to the Baldwin County Zoning Ordinance, Article 2, Section 2.3.25.3, Local Provisions for Planning District 25 | <u>19-2179</u> |
| H | COMMUNICATIONS/INFORMATION SYSTEMS (CIS) | |
| H1 | Discuss Capability of Recording Commission Work Session Meetings and Other Public Meetings for Post Meeting Viewing | <u>19-2169</u> |
| I | ARCHIVES AND HISTORY | |
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J BUILDING MAINTENANCE

K COUNCIL ON AGING

K1 Vaughn S.A.I.L. Center [19-2152](#)

L EMERGENCY MANAGEMENT AGENCY (EMA)

L1 Fiscal Year 2019 Emergency Management Performance Grant (EMPG)
Federal Share Agreement [19-2175](#)

M JUVENILE DETENTION

N PERSONNEL

N1 BRATS Department - Position Changes [19-2182](#)

O ANIMAL CONTROL

P ADMINISTRATION

P1 BRATS - Amended Grant Documents for Baldwin Regional Area Transit
System [19-2170](#)

P2 BRATS - Request for Baldwin Regional Area Transit System Transit
Service from Daphne Senior Center to Baldwin County Coliseum for
the 2019 Senior Expo [19-2164](#)

P3 BRATS - Request for Baldwin Regional Area Transit System Transit
Service from the Fairhope Health and Rehab Facility to the Grimes Fish
Nursery in Stapleton, Alabama [19-2165](#)

P4 Renewal of Granicus Subscriptions for Agenda Management Software [19-2098](#)

P5 Resolution #2020-009 Commending Ms. Peggy Vanover Barnes for
Years of Distinguished Public Service at the Cindy Haber Center, Inc. [19-2076](#)

Q ADDENDA

Q1 License Agreement No. 19013 - 3rd Street Right-of-way in Montrose [19-2081](#)

R PUBLIC COMMENT

S PRESS QUESTIONS

T COMMISSIONER COMMENTS

U ADJOURNMENT



Baldwin County Commission

Agenda Action Form

File #: 19-2176, **Version:** 1

Item #: A1

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Huey Hoss Mack, Sheriff of Baldwin County

Submitted by: Connie Dudgeon, Budget/Finance Director, BCSO

ITEM TITLE

Fiscal Year 2019-2020 Agreement for Community Traffic Safety Program Grant Participation

STAFF RECOMMENDATION

Approve the Fiscal Year 2019-2020 Agreement for Community Traffic Safety Program (CTSP) Grant Participation for the Baldwin County Sheriff's Office to participate in the Southwest Region's Community Traffic Safety Program for reimbursement of overtime traffic safety enforcement (and other time as approved by Alabama Department of Economic and Community Affairs (ADECA) and/or Southwest Alabama Regional Highway Safety Office (SWARHSO). The term of this contract will be October 1, 2019 through September 15, 2020.

Upon approval of grant(s), funding will be made available to the Baldwin County Sheriff's Office through CORE reporting system by SWARHSO as authorized by ADECA. This Agreement for CTSP Grant Participation is not a notice of grant approval but is required for the Baldwin County Sheriff's Office's receipt of CTSP Grant funds if such become available.

BACKGROUND INFORMATION

Previous Commission action/date: October 2, 2018

Background: During the October 2, 2018, regular meeting, the Baldwin County Commission approved the Fiscal Year 2018-2019 Agreement for Community Traffic Safety Program (CTSP) Grant Participation for the Baldwin County Sheriff's Office to participate in the Southwest Region's Community Traffic Safety Program for reimbursement of overtime traffic safety enforcement and other time as approved by Alabama Department of Economic and Community Affairs (ADECA) and/or Southwest Alabama Regional Highway Safety Office (SWARHSO). The term of this contract was October 1, 2018, through September 15, 2019.

FINANCIAL IMPACT

Total cost of recommendation: Unknown until Agreement is submitted and approved by ADECA.

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding? N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

Yes

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Administration

Action required (list contact persons/addresses if documents are to be mailed or emailed): Mail

Agreement for signatures to:

Mrs. Dawn Wilhelm, Director
Mobile County Commission
South Regional Highway Safety Office
P.O. Box 1443
Mobile, Alabama 36633
dawnwilhelm@bellsouth.net

Additional instructions/notes: N/A

**SOUTHWEST ALABAMA REGIONAL HIGHWAY SAFETY OFFICE
MOBILE COUNTY COMMISSION**

P.O. BOX 1443 • MOBILE, AL 36633 • PHONE # 251-574-8659

Community Traffic Safety Program (CTSP)

Agreement for CTSP Grant Participation

Fiscal Period: October 01, 2019 – September 15, 2020

(NOT the same as a grant's authorized spending period during this Contract Period)

This agreement is entered into by Southwest Alabama Regional Highway Safety Office, located at the Mobile County Commission, hereinafter referred to as "SWARHSO", and the governing entity of the law enforcement department of the following:

Baldwin County Sheriff's Office, hereinafter referred to as "AGENCY", for official participation in the Southwest Region's Community Traffic Safety Program (CTSP) grant(s), and for 100% funded salary, plus allowable FICA fringe, for overtime traffic safety enforcement (and other time as approved by ADECA and/or SWARHSO), and for traffic enforcement/traffic safety equipment, dependent upon approval of applicable grant(s). The term of this contract will be from **October 01, 2019 through September 15, 2020; however, this contract period will not be the same as any grant's authorized spending period during the fiscal year.** Expenditure of CTSP grant funds will only be allowable under this agreement for the AGENCY's grant activity performed within the state-designated Southwest Region's Counties of: Baldwin, Choctaw, Conecuh, Clark, Dallas, Escambia, Greene, Hale, Marengo, Mobile, Monroe, Perry, Sumter, Washington and Wilcox.

The funds for this agreement were awarded by the National Highway Traffic Safety Administration (NHTSA) and are passed through the Alabama Department of Economic Community Affairs (ADECA) and Mobile County Commission's SWARHSO. Therefore, all expenditures are subject to all federal and state laws, rules and regulations, including LETS policy letters.

The United States Federal Government has set forth that NO entity may supplant funds or use Federal grant funds for budget relief of state, regional, county, city, local, or any other non-federal funds. Federal grant funds are intended for the purpose of providing monies for overtime traffic enforcement/traffic safety activities conducted outside of the AGENCY's budgeted initiatives. According to the State of Alabama ADECA/LETS Policy Letters, "Supplanting" is defined as, "to deliberately reduce State or local funds because of the existence of Federal funds." **GRANT FUNDS ARE TO BE SPECIFICALLY UTILIZED FOR WORKING TRAFFIC GRANT DETAILS ONLY. THEY ARE NOT TO BE USED FOR SERVING WARRANTS, CHECKING BUILDINGS, BACKING UP REGULAR DUTY OFFICERS, ETC. FUNDS ARE FOR TRAFFIC ENFORCEMENT ONLY PUSUANT TO THE GRANT OBJECTIVE AS OUTLINED BY THE SWHSO.**

Upon approval of grant(s), funding will be made available to the AGENCY through the CORE reporting system by SWARHSO as authorized by the Alabama Department of Economic and Community Affairs (ADECA). **This Agreement for CTSP Grant Participation is not a notice of grant approval, but is required for the AGENCY's receipt of CTSP grant funds and equipment once or if such become available.**

NO AGENCY will be approved to receive overtime enforcement funding without having entered into this contract with the SWARHSO and being registered with the CORE system. **NO AGENCY** will be approved to receive overtime enforcement funding without having an approved overtime policy adopted by or on behalf of the AGENCY. If an agency does not have an approved overtime policy, its GOVERNING ENTITY may agree to adopt the one attached to this contract, which meets the minimum requirements set forth to participate in this program. Once a grant is approved by ADECA, applicable funding allocations under such grant will then be awarded by SWARHSO, to AGENCY's that meet all funding requirements, and have submitted all required documentation. If an AGENCY is awarded traffic overtime funds, the fund dates and amount will be recorded on the CORE reporting system. The AGENCY will be notified of the grant award by SWARHSO. Such notification will include information such as the grant's name and number, amount of funding allocated, the spending period during which the grant funds must be spent, the final deadline required for submitting the reimbursement claim, and other guidelines and/or requirements such as hotspot locations, as applicable.

Mobile County Commission

Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program

Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2019 – September 15, 2020

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During the applicable grant period(s), AGENCY grant expenditures will be evaluated by SWARHSO to determine if the AGENCY would likely utilize allocated funds before the end of a grant's authorized work period. Any funds determined to be surplus may be transferred to other agencies that can utilize the funds by SWARHSO through the CORE reporting system website. The AGENCY should inform SWARHSO as soon as possible, if any grant funds will likely not be expended, for voluntary release of such funds. The sooner the notification, the sooner SWARHSO may transfer such funds elsewhere to be spent. SWARHSO and/or ADECA have the authority to rescind the AGENCY's grant funding at any time, even without voluntary release of such funds by the AGENCY, due to non-compliance, non-expenditure, lack of submitted reimbursement claims, or for any other reason deemed necessary by SWARHSO and/or ADECA.

Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant that a reimbursement claim is filed. ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows; (1.) contract with SWARHSO, (2.) CORE Project Reimbursement Form, (3.) CORE Roll-Up form, (4.) CORE contact report(s) for each person claiming reimbursement hours on the grant, (5.) copy of every citation and warning citation claimed on the grant, (6.) time sheets or time cards identifying regular hours worked and overtime hours worked on traffic grant, (7.) City or County overtime policy. Basically, any agency claiming reimbursement for overtime hours worked, should have documentation on file to account for hours worked and traffic statistics claimed. The above mentioned paperwork should be kept on file by each agency for no less than 3 years from the date of the claim. Each agency will be notified if a file audit/review is requested. Any agency that is unable to produce ALL forms required to verify the claims that have been submitted to the SWARHSO, may be required to refund ALL funds that were reimbursed on the grant in question.

The AGENCY agrees to utilize the CORE reporting system for ALL funding awards made by SWARHSO. Submission of reimbursement forms, other than those forms required by SWARHSO for the contract period, will result in return of an AGENCY's reimbursement claim for completion on the proper forms; and therefore, delay reimbursement to the AGENCY. Each different grant requires separate reimbursement forms and reports to be submitted to SWARHSO. Combining information from different grants into a claim will result in return of an AGENCY's reimbursement claim for correction; and therefore, delay reimbursement to the AGENCY.

At a minimum, reimbursement claims (CORE forms or an email if no activity) are required to be submitted to SWARHSO by the 7th of the month following the enforcement period, whether grant activity occurred during the previous month or not, to allow SWARHSO to have an accurate account of activity in the region.

Suspension of funds, until all documentation is properly completed by the AGENCY and received by SWARHSO, may occur for those departments not in compliance with program requirements.

The FINAL deadline for receipt of FINAL reimbursement claims/requests from the AGENCY will be seven (7) business days from the closing date of September 15, 2020 (received by SWARHSO – in the CTSP office). Any claims received by SWARHSO after this date will NOT be reimbursed. It is the AGENCY's responsibility to ensure that all of their reimbursement claims are submitted to SWARHSO in a timely manner, so as to meet these monthly timelines and final deadline. Though the contract period of this agreement extends to September 15th (for CTSP participation purposes), the AGENCY must comply with each grant's designated work period and final reimbursement claims deadline, i.e., Click It or Ticket Program. **No reimbursement will be made for work performed outside of each grant's regionally authorized work period.**

The AGENCY is solely and exclusively responsible for all expenditure documentation submitted to SWARHSO and shall ensure the accuracy of all such documentation and reports submitted, including but not limited to, hours reported, computation of salary/fringe benefits and reimbursement, and pay rates. The AGENCY shall hold harmless and indemnify SWARHSO from and against any loss, claim for reimbursement, or any claim whatsoever in any way, relating to any error or omission in the reimbursements claimed, documentation and reports submitted, and/or grant funds distributed in reliance thereon.

Mobile County Commission
Southwest Alabama Regional Highway Safety Office Community Traffic Safety Program
Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2019 – September 15, 2020
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The AGENCY, in performance of its operations and obligations, shall not be deemed to be an agent of SWARHSO, but shall be an independent contractor in every respect. The AGENCY is solely responsible for the acts and omissions of its employees and agents. SWARHSO assumes no responsibility for the manner in which or means by which the AGENCY performs its activities pursuant to this agreement. SWARHSO enters into this agreement for the sole purpose of distributing grant funds and/or equipment made available by ADECA. The AGENCY agrees to hold SWARHSO harmless from any liability for any damages arising from any acts or omissions occurring in connection with the AGENCY's performance under this contract.

The AGENCY agrees to comply with all other requirements as set forth by ADECA and/or SWARHSO, which are needed to carry out the scope and intent of this project, in accordance with applicable agreement(s) into which are entered between SWARHSO and ADECA. Reimbursement of funds may be suspended until all applicable CTSP grant and agreement requirements are met.

Subject to the terms of the grant, SWARHSO agrees to reimburse the AGENCY, subject to availability of grant funds, for actual overtime traffic enforcement worked under a CTSP grant project, provided the activity is documented in accordance program requirements, as set forth by SWARHSO, with final approval by ADECA, and in accordance with funding guidelines. All commitments for reimbursement shall be limited to the availability of grant funds.

Termination for Cause. If, through any cause, the Agency shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected immediately, SWARHSO will immediately terminate this Agreement by giving verbal and written notice (email, etc) to the Agency of such termination.

Signatures required:

_____ Signature of GOVERNING ENTITY'S Authorizing Official <i>(Mayor/Comm. Chair authorized to enter Agreement)</i>	_____ DATE Printed Name of Authorizing Official and Title
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_____ Signature of AGENCY's Chief Law Enforcement Official <i>(Chief of Police or Sheriff)</i>	_____ DATE Printed Name of Chief LE Official and Title
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To what Address should reimbursement checks be mailed? (Changes only)
(Any changes to such address must be submitted in writing to SWARHSO)

Signature of Authorized Official
Southwest Alabama Regional Highway Safety Office

Dawn Wilhelm **DATE**
Printed Name of Regional Director



Baldwin County Commission

Agenda Action Form

File #: 19-2111, **Version:** 1

Item #: B1

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Madison Steele, Horticulturist

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG18-39A - Annual Rental of Portable Toilets for the Baldwin County Commission

STAFF RECOMMENDATION

Extend Competitive Bid WG18-39A - Annual Rental of Portable Toilets to **A & M Portables, Inc.**, for an additional twelve (12) months at the same prices and terms stated in the original bid award on November 20, 2018. The new extension will expire on November 20, 2020.

BACKGROUND INFORMATION

Previous Commission action/date:

10/16/2018 meeting: 1) Approved the Purchasing Director to re-bid for the Annual Rental of Portable Toilets; and 2) Authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

09/04/2018 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Public Toilets; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

11/20/2018 meeting: Awarded the bid for the Annual Rental of Portable Toilets to A & M Portables, Inc., as per the attached Award Listing.

Background: The Parks Department is requesting that the Commission extend the bid for the Annual Rental of Portable Toilets with A & M Portables, Inc., that was awarded on November 20, 2018, for twelve (12) months. The bid specifications contained a stipulation that the bid could be extended for two (2) additional twelve (12) month periods by the Commission at their option, if acceptable by the vendor. Any additional contract or extensions will be at the same prices, terms and conditions stated in the bid. The vendor, A & M Portables, Inc., has submitted an email agreeing to extend the bid prices for an additional twelve (12) months. The extension will expire on November 20, 2020. Award Listing attached for review.

FINANCIAL IMPACT

Total cost of recommendation: Estimated \$53,000.00 per year

Budget line item(s) to be used: Various Department Budgets

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/15/2019

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Letter to Vendor

Additional instructions/notes: N/A

COMPETITIVE BID #WG18-39A - Award Listing

Annual Rental of Portable Toilets

Effective Date: November 20, 2018 through November 20, 2019

BIDDER: A & M Portables, Inc.	
Price Per Unit/Week (Including Servicing and Cleaning)	\$18.75
Handicap/Price per Unit/Week (Including Servicing and Cleaning)	\$28.75
Per Per Unit for Additional Cleaning/Per Week (If required) Monday thru Friday only	\$18.00
<p>Exceptions: The price per unit/week (including servicing & cleaning) for regular toilet unit and handicap toilet units are for long term units and stay onsite regularly. The price per unit for additional cleaning/per week only covers additional services Monday thru Friday only. If additional cleaning on a Saturday or Sunday it will be \$25.00 per unit per service for either regular or handicap toilets. Hand Sanitizer added to any unit (regular or handicap) will be \$25.00 per unit. If Hand Sanitizer is added to any unit that will be on a regular service/cleaning schedule the \$25.00 will be charged every 28 days.</p> <p>*Units needed for weekends and events that require delivery and pickup only will be \$85.00 per regular unit and \$115.00 per handicap unit.</p>	



Baldwin County Commission

Agenda Action Form

File #: 19-2104, **Version:** 1

Item #: B2

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Brian Peacock, CIS Director/Probate Judge, Harry D'Olive

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-52 - Provision of Onsite Document Scanning/Digital Image and Indexing Conversion Services for the Baldwin County Judge of Probate

STAFF RECOMMENDATION

Award the bid to the lowest bidder, **Business Systems & Consultants, Inc.**, for the Provision of Onsite Document Scanning/Digital Image and Indexing Conversion Services for the Baldwin County Judge of Probate as follows and authorize the Chairman to execute the Contract.

Total Cost per image per document: \$0.46 per Image

Image Scanner Model: Canon G-1100/Panasonic KV-S8147 or Book Eye Scanner

BACKGROUND INFORMATION

Previous Commission action/date:

08/20/2019 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Onsite Document Scanning/Digital Image and Indexing Conversion Services for the Baldwin County Judge of Probate; and 2) Further, authorized the Chairman/ Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addenda or clarifications if required after the bid is advertised.

Background: Bids opened in the Purchasing Conference Room on Thursday, September 19, 2019, at 1:30 P.M. Four (4) bids were received. The lowest bid was received from Business Systems & Consultants, Inc. The scope of work is to convert approximately 46,700 pages from the old Deed Books, Marriage Books and Marriage Records to digital images per Code of Alabama, Section 12-13-46, that states "The probate judge, deeming it necessary to recopy or rebind any books in his office, including maps or plats, in order to secure their contents from damage or loss must submit the same to the examination of the county commission, which, if it deem such rebinding or recopying necessary, must, upon its minutes, order the same to be made, and the probate judge must make the same in good and substantial books or binding and the county commission must allow him a reasonable compensation therefore."

Twenty (20) vendors registered on the County website were notified by email and sent a postcard, via

U. S. Postal Service notifying them of this solicitation. Bid Tabulation attached for review.

FINANCIAL IMPACT

Total cost of recommendation: Estimated \$23,000.00

Budget line item(s) to be used: 51300

If this is not a budgeted expenditure, does the recommendation create a need for funding? N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
Standard County Contract

Reviewed/approved by: David Conner, County Attorney

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/15/2019

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed): Letter
to Vendors

Additional instructions/notes: N/A

COMPETITIVE BID #WG19-52 - BID TABULATION**Provision of Onsite Document Scanning/Digital Image & Indexing Conversion Services**

BIDDER: Business Systems & Consultants, Inc.	
Bid Amount:	
Image Scanner Model:	Canon G-1100 or Panasonic KV-S8147 or Book Eye Scanner
Total Cost per image per document:	\$0.46 per Image
(price must include hard drive, prepping & indexing of delivered documents)	
Bid Bond: Yes	

BIDDER: Scanning America, Inc.	
Bid Amount:	
Image Scanner Model:	Zeutschel OS 12000 A1
Total Cost per image per document:	\$0.64 per image
(price must include hard drive, prepping & indexing of delivered documents)	
Deed Books	
Index	Index Year recorded, Grantor or Grantee name
Oversize	≤24 x 36
Scan	17300 \$0.35 \$6,055.00
Reassembly	17300 \$0.03 \$519.00
OCR	17300 \$0.01 \$173.00
Index	17300 \$0.25 \$4,325.00
\$11,072.00	
Marriage Books	
Index	Index Year, Birde name, Groom name
Oversize	≤24 x 36, 8 x8 and 12 x 18
Scan	7950 \$0.35 \$2,782.50
Reassembly	7950 \$0.03 \$238.50
OCR	7950 \$0.01 \$79.50
Index	7950 \$0.25 \$1,987.50
\$5,088.00	
Marriage Records	
Index	Index Year, Birde name, Groom name
Oversize	≤24 x 36, 8 x8 and 12 x 18
Scan	21450 \$0.35 \$7,507.50
Reassembly	21450 \$0.03 \$643.50
OCR	21450 \$0.01 \$214.50
Index	21450 \$0.25 \$5,362.50
\$13,728.00	
Estimated Total	\$29,888.00
Bid Bond: Yes	

BIDDER: Syscon	
Bid Amount:	
Image Scanner Model:	Zeutschel or Fuizitsu Scanners will be used, this is dictated by the project & the documents being processed
Total Cost per image per document:	\$0.8653 (\$40,410.00 ÷ 46700) per Image
(price must include hard drive, prepping & indexing of delivered documents)	
Bid Bond: Yes	

BIDDER: U S Imaging, Inc.	
Bid Amount:	
Image Scanner Model:	Image Access Bookeye Scanner / InoTec Scanner
Total Cost per image per document:	\$0.5286 per Image
(price must include hard drive, prepping & indexing of delivered documents)	
Bid Bond: Yes	

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission, and Business Systems and Consultants, Inc., (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, at its regular meeting on Tuesday, August 20, 2019, the COUNTY authorized staff to solicit bids for the Provision of Onsite Document Scanning/Digital Image and Indexing Conversion Services for the Baldwin County Judge of Probate; and

Whereas, PROVIDER presented the lowest bid to the COUNTY and therefore, the COUNTY wishes to retain PROVIDER to provide those services hereinafter set out under the following terms and conditions.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Definitions. The following terms shall have the following meanings:
 - A. COUNTY: Baldwin County, Alabama
 - B. COMMISSION: Baldwin County Commission
 - C. PROVIDER: Business Systems and Consultants, Inc.
- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

- III. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such

provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.
- XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: Business Systems & Consultants, Inc.
 113 Little Valley Court
 Birmingham, AL 35244
 ATTN: Rick Romano

COUNTY: Baldwin County Commission
 c/o Chairman
 312 Courthouse Square
 Suite 12
 Bay Minette, AL 36507

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of "Competitive Bid #WG19-52", the same being expressly incorporated herein by reference, and without limitation will encompass:

"Competitive Bid #WG19-22 – Provision of Onsite Document Scanning/Digital Image and Indexing Conversion Services for the Baldwin County Judge of Probate".

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

- XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

- XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

- XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.
- XX. Direct Expenses. Compensation to PROVIDER for work shall be paid \$0.46 per image. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services
- XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

- XXII. Effective and Termination Dates. This Contract shall be effective for twelve (12) months and commence immediately upon the same date as its full execution, with an option to issue two (2) twelve (12) month contracts, or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract or extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Vendor no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]
- XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission,

by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.

- XXV. Number of Originals. This Contract shall be executed with three originals, all of which are equally valid as an original.
- XXVI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVII. Insurance. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

CHARLES F. GRUBER / Date
Chairman

WAYNE DYESS / Date
County Administrator

NOTARY AND SIGNATURE PAGE TO FOLLOW

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County, in said State, hereby certify that, Charles F. Gruber, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the day of _____, 2019.

Notary Public
My Commission Expires

PROVIDER:

Business Systems & Consultants, Inc.

_____/_____
By _____/Date
Its _____

State of _____)

County of _____)

I, _____ Notary Public in and for said County and State, hereby certify that - _____ as _____ of Business Systems & Consultants, Inc., whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said Business Systems & Consultants, Inc.

GIVEN under my hand and seal on this the _____ day of _____, 2019.

Notary Public
My Commission Expires



Baldwin County Commission

Agenda Action Form

File #: 19-2150, **Version:** 1

Item #: B3

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Frank Lundy, Maintenance Engineer

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-53 - Provision of Bituminous Materials for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid as per the attached Award Listings for each category of headings to **Mobile Asphalt Co., LLC; and Hosea O. Weaver & Sons, Inc.,** for the Provision of Bituminous Materials.

BACKGROUND INFORMATION

Previous Commission action/date:

09/03/2019 meeting: 1) Approved the specifications for the Provision of Bituminous Materials and authorized the Purchasing Director to place a competitive bid; and
2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: Bids were opened in the Purchasing Conference Room on September 24, 2019, at 1:30 P.M. Two (2) bids were received. Award recommendations were based on transportation cost and supply location for picked up materials and to the lowest bidder on delivered materials. Bid Tabulation and Award Listings attached.
2018 Pricing attached for Commission review.

FINANCIAL IMPACT

Total cost of recommendation: Variable

Budget line item(s) to be used: Various Highway Budgets

If this is not a budgeted expenditure, does the recommendation create a need for funding? N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/15/2019

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed): Letter to Bidders

Additional instructions/notes: N/A

Competitive Bid#WG19-53 Award Listing
Bituminous Materials & Hot Bituminous Plant Mix
Effective 10/16/19 to 10/16/20

AREA 100 Delivered Prices Only

Description of Item	Delivered	Bidder	
BC-723	\$54.35	MAC	Prime
BC-723	\$61.25	WEAVER	Secondary
424A-280	\$66.00	MAC	Prime
424A-280	\$70.25	WEAVER	Secondary
424A-281	\$66.00	MAC	Prime
424A-281	\$69.25	WEAVER	Secondary
424A-336	\$61.00	MAC	Prime
424A-336	\$65.00	WEAVER	Secondary
424A-340	\$58.90	MAC	Prime
424A-340	\$63.50	WEAVER	Secondary
424A-341	\$59.35	MAC	Prime
424A-341	\$62.10	WEAVER	Secondary
424A-360	\$58.90	MAC	Prime
424A-360	\$63.50	WEAVER	Secondary
424A-361	\$59.35	MAC	Prime
424A-361	\$62.10	WEAVER	Secondary
424B-293	\$51.25	MAC	Prime
424B-293	\$57.25	WEAVER	Secondary
424B-635	\$51.90	MAC	Prime
424B-635	\$57.75	WEAVER	Secondary
424B-636	\$49.75	MAC	Prime
424B-636	\$57.25	WEAVER	Secondary
424B-637	\$49.75	MAC	Prime
424B-637	\$57.25	WEAVER	Secondary
424B-651	\$49.75	MAC	Prime
424B-651	\$57.25	WEAVER	Secondary
424B-663	\$51.25	MAC	Prime
424B-663	\$57.25	WEAVER	Secondary
424B-648	\$51.25	MAC	Prime
424B-648	No Bid	WEAVER	Secondary

MAC supply location Bay Minette/Saraland

Weaver supply location is Cut Off Road Mobile

Cold-Mix 50 LB BAG Delivered	Prime	\$25.00	MAC
	Secondary	No Bid	
Recylce Asphalt (RAP)- Delivered	Prime	\$27.00	WEAVER
	Secondary	No Bid	

*If the supplier cannot deliver the amount of material needed on the day of the order, the County at their sole discretion, may choose to pickup, or have delivered material from the nearest facility most convenient to the job site, whether it is the Prime or Secondary vendor, at the pickup or delivered price. By doing so the County will not violate the Bid Specifications. This in no way relieves the bidder from delivering the materials to the County.

Competitive Bid#WG19-53 Award Listing
Bituminous Materials & Hot Bituminous Plant Mix
Effective 10/16/19 to 10/16/20

AREA 200 Delivered Prices Only

Description of Item	Delivered	Bidder	
BC-723	\$53.35	MAC	Prime
BC-723	\$58.00	WEAVER	Secondary
424A-280	\$65.00	MAC	Prime
424A-280	\$67.00	WEAVER	Secondary
424A-281	\$65.00	MAC	Prime
424A-281	\$66.00	WEAVER	Secondary
424A-336	\$60.00	MAC	Prime
424A-336	\$61.75	WEAVER	Secondary
424A-340	\$57.90	MAC	Prime
424A-340	\$60.25	WEAVER	Secondary
424A-341	\$58.35	MAC	Prime
424A-341	\$58.85	WEAVER	Secondary
424A-360	\$57.90	MAC	Prime
424A-360	\$60.25	WEAVER	Secondary
424A-361	\$58.35	MAC	Prime
424A-361	\$58.85	WEAVER	Secondary
424B-293	\$50.25	MAC	Prime
424B-293	\$54.00	WEAVER	Secondary
424B-635	\$50.90	WEAVER	Prime
424B-635	\$54.50	MAC	Secondary
424B-636	\$48.75	MAC	Prime
424B-636	\$54.00	WEAVER	Secondary
424B-637	\$48.75	MAC	Prime
424B-637	\$54.00	WEAVER	Secondary
424B-651	\$48.75	MAC	Prime
424B-651	\$54.00	WEAVER	Secondary
424B-663	\$50.25	MAC	Prime
424B-663	\$54.00	WEAVER	Secondary
424B-648	\$50.25	MAC	Prime
424B-648	No Bid	WEAVER	Secondary

MAC supply location Bay Minette/Saraland

Weaver supply location is Cut Off Road Mobile

Cold-Mix 50 LB BAG Delivered	Prime	\$25.00	MAC
	Secondary	No Bid	
Recycle Asphalt (RAP)- Delivered	Prime	\$26.00	WEAVER
	Secondary	No Bid	

*If the supplier cannot deliver the amount of material needed on the day of the order, the County at their sole discretion, may choose to pickup, or have delivered material from the nearest facility most convenient to the job site, whether it is the Prime or Secondary vendor, at the pickup or delivered price. By doing so the County will not violate the Bid Specifications. This in no way relieves the bidder from delivering the materials to the County.

Competitive Bid#WG19-53 Award Listing
Bituminous Materials & Hot Bituminous Plant Mix
Effective 10/16/19 to 10/16/20

AREA 300 Delivered Prices Only

Description of Item		Delivered	Bidder	
BC-723		\$58.85	MAC	Prime
BC-723		\$62.50	WEAVER	Secondary
424A-280		\$71.25	MAC	Prime
424A-280		\$71.50	WEAVER	Secondary
424A-281		\$70.50	WEAVER	Prime
424A-281		\$71.25	MAC	Secondary
424A-336		\$66.00	MAC	Prime
424A-336		\$66.25	WEAVER	Secondary
424A-340		\$64.00	MAC	Prime
424A-340		\$64.75	WEAVER	Secondary
424A-341		\$63.35	WEAVER	Prime
424A-341		\$64.00	MAC	Secondary
424A-360		\$64.00	MAC	Prime
424A-360		\$64.75	WEAVER	Secondary
424A-361		\$63.35	WEAVER	Prime
424A-361		\$64.00	MAC	Secondary
424B-293		\$55.70	MAC	Prime
424B-293		\$58.50	WEAVER	Secondary
424B-635		\$56.30	WEAVER	Prime
424B-635		\$59.00	MAC	Secondary
424B-636		\$54.20	MAC	Prime
424B-636		\$58.50	WEAVER	Secondary
424B-637		\$54.20	MAC	Prime
424B-637		\$58.50	WEAVER	Secondary
424B-651		\$54.20	MAC	Prime
424B-651		\$58.50	WEAVER	Secondary
424B-663		\$55.70	MAC	Prime
424B-663		\$58.50	WEAVER	Secondary
424B-648		\$55.70	MAC	Prime
424B-648		No Bid	WEAVER	Secondary

MAC supply location Bay Minette/Saraland

Weaver supply location is Cut Off Road Mobile

Cold-Mix 50 LB BAG Delivered	Prime	\$25.00	MAC
	Secondary	No Bid	
Recycle Asphalt (RAP)- Delivered	Prime	No Bid	
	Secondary	No Bid	

*If the supplier cannot deliver the amount of material needed on the day of the order, the County at their sole discretion, may choose to pickup, or have delivered material from the nearest facility most convenient to the job site, whether it is the Prime or Secondary vendor, at the pickup or delivered price. By doing so the County will not violate the Bid Specifications. This in no way relieves the bidder from delivering the materials to the County.

COMPETITIVE BID #WG19-53 Award Listing
 BITUMINOUS MATERIALS
 Area 100, 200, 300
 Picked Up Prices Based on Facility Location Only
 Effective 10/16/19 to 10/16/20

DESCRIPTION	Mobile Asphalt Co.			Hosea O. Weaver
	Bay Minette	Saraland	Foley	Cut off Rd.Mobile
	Prime			Secondary
BC-723	\$ 50.65			\$ 50.00
424A-280	\$ 63.40			\$ 59.00
424A-281	\$ 63.30			\$ 58.00
424A-336	\$ 58.30			\$ 53.75
424A-340	\$ 55.20			\$ 52.25
424A-341	\$ 55.65			\$ 50.85
424A-360	\$ 55.20			\$ 52.25
424A-361	\$ 55.65			\$ 50.85
424A-293	\$ 47.00			\$ 46.00
424B-635	\$ 49.20			\$ 46.50
424B-636	\$ 47.00			\$ 46.00
424B-637	\$ 47.00			\$ 46.00
424B-663	\$ 47.00			\$ 46.00
424B-648	\$ 47.00			\$ 46.00
			Secondary	
Recycle Asphalt (RAP)	\$ 17.00		\$ 20.00	
Cold Mix Asphalt - 50 lb bag	\$ 15.00		\$ 15.00	NO BID
	FOB Theodore		FOB Theodore	

Prime pricing in RED
 Secondary pricing in Black

MAC plant locations:
 Bay Minette - 43382 Nicholasville Rd.
 Saraland - 1370 Hwy 43 S.
 Foley - 21650 Doc McDuffie Rd.

H. O. Weaver plant location: Moible - Bay Bridge Cut Off Rd.

The Baldwin County Highway Department recommends Mobile Asphalt be awarded the prime for pick-up of bituminous material. H.O Weaver was lower per ton but due to possible traffic delays and factoring in equipment/labor cost Mobile Asphalt was the better choice for prime. *

COMPETITIVE BID #WG19-53 Bid Tabulation
BITUMINOUS MATERIALS AREA 100
Delivered Prices Only

DESCRIPTION	Mobile Asphalt Co. Delivered	Hosea O. Weaver Delivered
BC-723	\$54.35	\$61.25
424A-280	\$66.00	\$70.25
424A-281	\$66.00	\$69.25
424A-336	\$61.00	\$65.00
424A-340	\$58.90	\$63.50
424A-341	\$59.35	\$62.10
424A-360	\$58.90	\$63.50
424A-361	\$59.35	\$62.10
424B-293	\$51.25	\$57.25
424B-635	\$51.90	\$57.75
424B-636	\$49.75	\$57.25
424B-637	\$49.75	\$57.25
424B-651	\$49.75	\$57.25
424B-663	\$51.25	\$57.25
424B-648	\$51.25	
Recycle Asphalt (RAP)	No Bid	\$27.00
Cold Mix Asphalt - 50 lb bag	\$25.00	No Bid

COMPETITIVE BID #WG19-53 Bid Tabulation
BITUMINOUS MATERIALS AREA 200
Delivered Prices Only

DESCRIPTION	Mobile Asphalt Co. Delivered	Hosea O. Weaver Delivered
BC-723	\$53.35	\$58.00
424A-280	\$65.00	\$67.00
424A-281	\$65.00	\$66.00
424A-336	\$60.00	\$61.75
424A-340	\$57.90	\$60.25
424A-341	\$58.35	\$58.85
424A-360	\$57.90	\$60.25
424A-361	\$58.35	\$58.85
424B-293	\$50.25	\$54.00
424B-635	\$50.90	\$54.50
424B-636	\$48.75	\$54.00
424B-637	\$48.75	\$54.00
424B-651	\$48.75	\$54.00
424B-663	\$50.25	\$54.00
424B-648	\$50.25	
Recycle Asphalt (RAP)	No Bid	\$26.00
Cold Mix Asphalt - 50 lb bag	\$25.00	No Bid

COMPETITIVE BID #WG19-53 Bid Tabulation
BITUMINOUS MATERIALS AREA 300
Delivered Prices Only

DESCRIPTION	Mobile Asphalt Co. Delivered	Hosea O. Weaver Delivered
BC-723	\$58.85	\$62.50
424A-280	\$71.25	\$71.50
424A-281	\$71.25	\$70.50
424A-336	\$66.00	\$66.25
424A-340	\$64.00	\$64.75
424A-341	\$64.00	\$63.35
424A-360	\$64.00	\$64.75
424A-361	\$64.00	\$63.35
424B-293	\$55.70	\$58.50
424B-635	\$56.30	\$59.00
424B-636	\$54.20	\$58.50
424B-637	\$54.20	\$58.50
424B-651	\$54.20	\$58.50
424B-663	\$55.70	\$58.50
424B-648	\$55.70	
Recycle Asphalt (RAP)	No Bid	No Bid
Cold Mix Asphalt - 50 lb bag	\$25.00	No Bid

COMPETITIVE BID #WG19-53 Bid Tabulation**BITUMINOUS MATERIALS**

Area 100, 200, 300

Picked Up Prices Based on Facility Location Only

DESCRIPTION	Mobile Asphalt Co.			Hosea O. Weaver
	Bay Minette	Saraland	Foley	Cut off Rd.Mobile
BC-723	\$50.65	\$50.65	\$55.00	\$50.00
424A-280	\$63.40	\$63.40	\$69.00	\$59.00
424A-281	\$63.30	\$63.30	\$69.00	\$58.00
424A-336	\$58.30	\$58.30	\$63.80	\$53.75
424A-340	\$55.20	\$55.20	\$60.00	\$52.25
424A-341	\$55.65	\$55.65	\$60.00	\$50.85
424A-360	\$55.20	\$55.20	\$60.00	\$52.25
424A-361	\$55.65	\$55.65	\$60.00	\$50.85
424B-293	\$47.00	\$47.00	\$52.00	\$46.00
424B-635	\$49.20	\$49.20	\$54.10	\$46.50
424B-636	\$47.00	\$47.00	\$52.00	\$46.00
424B-637	\$47.00	\$47.00	\$52.00	\$46.00
424B-651	\$47.00	\$47.00	\$52.00	\$46.00
424B-663	\$47.00	\$47.00	\$52.00	\$46.00
Recycle Asphalt (RAP)	\$17.00	\$17.00	\$20.00	\$18.00
	FOB Theodore	FOB Theodore	FOB Theodore	

Competitive Bid#WG18-40 Award Listing
Bituminous Materials & Hot Bituminous Plant Mix
Effective 10/18/18 to 10/18/19

AREA 100 Delivered Prices Only

Description of Item	Delivered	Bidder	
BC-723	\$54.15	MAC	Prime
BC-723	\$62.25	WEAVER	Secondary
424A-280	\$67.15	MAC	Prime
424A-280	\$74.00	WEAVER	Secondary
424A-281	\$66.40	MAC	Prime
424A-281	\$70.50	WEAVER	Secondary
424A-336	\$62.35	MAC	Prime
424A-336	\$69.25	WEAVER	Secondary
424A-340	\$60.35	MAC	Prime
424A-340	\$66.25	WEAVER	Secondary
424A-341	\$60.35	MAC	Prime
424A-341	\$63.50	WEAVER	Secondary
424A-360	\$60.35	MAC	Prime
424A-360	\$66.25	WEAVER	Secondary
424A-361	\$60.35	MAC	Prime
424A-361	\$63.50	WEAVER	Secondary
424A-293	\$51.15	MAC	Prime
424A-293	\$55.50	WEAVER	Secondary
424B-635	\$58.30	MAC	Prime
424B-635	\$59.00	WEAVER	Secondary
424B-636	\$49.65	MAC	Prime
424B-636	\$55.50	WEAVER	Secondary
424B-637	\$49.65	MAC	Prime
424B-637	\$55.50	WEAVER	Secondary
424B-651	\$49.65	MAC	Prime
424B-651	\$55.50	WEAVER	Secondary
424B-663	\$51.15	MAC	Prime
424B-663	\$55.50	WEAVER	Secondary
424B-648	\$51.15	MAC	Prime
424B-648	No Bid	WEAVER	Secondary

MAC supply location Bay Minette/Saraland

Weaver supply location is Cut Off Road Mobile

Eagle Utilities & Vault Co. supply location is Athens, AL

Cold-Mix 50 LB BAG Delivered	Prime	\$18.95	EAGLE UTILITIES
	Secondary	\$20.00	MAC
Recylce Asphalt (RAP)- Delivered	Prime	No Bid	
	Secondary	No Bid	

*If the supplier cannot deliver the amount of material needed on the day of the order, the County at their sole discretion, may choose to pickup, or have delivered material from the nearest facility most convenient to the job site, whether it is the Prime or Secondary vendor, at the pickup or delivered price. By doing so the County will not violate the Bid Specifications. This in no way relieves the bidder from delivering the materials to the County.

Competitive Bid#WG18-40 Award Listing
Bituminous Materials & Hot Bituminous Plant Mix
Effective 10/18/18 to 10/18/19

AREA 200 Delivered Prices Only

Description of Item	Delivered	Bidder	
BC-723	\$53.15	MAC	Prime
BC-723	\$59.00	WEAVER	Secondary
424A-280	\$66.15	MAC	Prime
424A-280	\$70.50	WEAVER	Secondary
424A-281	\$65.40	MAC	Prime
424A-281	\$67.25	WEAVER	Secondary
424A-336	\$61.35	MAC	Prime
424A-336	\$66.00	WEAVER	Secondary
424A-340	\$59.35	MAC	Prime
424A-340	\$63.00	WEAVER	Secondary
424A-341	\$59.35	MAC	Prime
424A-341	\$60.25	WEAVER	Secondary
424A-360	\$59.35	MAC	Prime
424A-360	\$63.00	WEAVER	Secondary
424A-361	\$59.35	MAC	Prime
424A-361	\$60.25	WEAVER	Secondary
424A-293	\$50.15	MAC	Prime
424A-293	\$52.25	WEAVER	Secondary
424B-635	\$56.00	WEAVER	Prime
424B-635	\$57.30	MAC	Secondary
424B-636	\$48.65	MAC	Prime
424B-636	\$52.25	WEAVER	Secondary
424B-637	\$48.65	MAC	Prime
424B-637	\$52.25	WEAVER	Secondary
424B-651	\$48.65	MAC	Prime
424B-651	\$52.25	WEAVER	Secondary
424B-663	\$50.15	MAC	Prime
424B-663	\$52.25	WEAVER	Secondary
424B-648	\$50.15	MAC	Prime
424B-648	No Bid	WEAVER	Secondary

MAC supply location Bay Minette/Saraland

Weaver supply location is Cut Off Road Mobile

Eagle Utilities & Vault Co. supply location is Athens, AL

Cold-Mix 50 LB BAG Delivered	Prime	\$18.95	EAGLE UTILITIES
	Secondary	\$19.00	MAC
Recylce Asphalt (RAP)- Delivered	Prime	No Bid	
	Secondary	No Bid	

*If the supplier cannot deliver the amount of material needed on the day of the order, the County at their sole discretion, may choose to pickup, or have delivered material from the nearest facility most convenient to the job site, whether it is the Prime or Secondary vendor, at the pickup or delivered price. By doing so the County will not violate the Bid Specifications. This in no way relieves the bidder from delivering the materials to the County.

Competitive Bid#WG18-40 Award Listing
Bituminous Materials & Hot Bituminous Plant Mix
Effective 10/18/18 to 10/18/19

AREA 300 Delivered Prices Only

Description of Item	Delivered	Bidder	
BC-723	\$59.40	MAC	Prime
BC-723	\$63.50	WEAVER	Secondary
424A-280	\$73.00	MAC	Prime
424A-280	\$75.00	WEAVER	Secondary
424A-281	\$72.00	WEAVER	Prime
424A-281	\$73.00	MAC	Secondary
424A-336	\$65.85	MAC	Prime
424A-336	\$70.50	WEAVER	Secondary
424A-340	\$65.10	MAC	Prime
424A-340	\$67.50	WEAVER	Secondary
424A-341	\$64.75	WEAVER	Prime
424A-341	\$65.10	MAC	Secondary
424A-360	\$65.10	MAC	Prime
424A-360	\$67.50	WEAVER	Secondary
424A-361	\$64.75	WEAVER	Prime
424A-361	\$65.10	MAC	Secondary
424A-293	\$54.75	MAC	Prime
424A-293	\$56.75	WEAVER	Secondary
424B-635	\$60.25	WEAVER	Prime
424B-635	\$62.25	MAC	Secondary
424B-636	\$53.25	MAC	Prime
424B-636	\$56.75	WEAVER	Secondary
424B-637	\$53.25	MAC	Prime
424B-637	\$56.75	WEAVER	Secondary
424B-651	\$53.25	MAC	Prime
424B-651	\$56.75	WEAVER	Secondary
424B-663	\$54.75	MAC	Prime
424B-663	\$56.75	WEAVER	Secondary
424B-648	\$54.75	MAC	Prime
424B-648	No Bid	WEAVER	Secondary

MAC supply location Bay Minette/Saraland

Weaver supply location is Cut Off Road Mobile

Eagle Utilities & Vault Co. supply location is Athens, AL

Cold-Mix 50 LB BAG Delivered	Prime	\$18.95	EAGLE UTILITIES
	Secondary	\$19.00	MAC
Recylce Asphalt (RAP)- Delivered	Prime	No Bid	
	Secondary	No Bid	

*If the supplier cannot deliver the amount of material needed on the day of the order, the County at their sole discretion, may choose to pickup, or have delivered material from the nearest facility most convenient to the job site, whether it is the Prime or Secondary vendor, at the pickup or delivered price. By doing so the County will not violate the Bid Specifications. This in no way relieves the bidder from delivering the materials to the County.

COMPETITIVE BID #WG17-33 Award Listing
BITUMINOUS MATERIALS
Area 100, 200, 300
Picked Up Prices Based on Facility Location Only

DESCRIPTION	Mobile Asphalt Co.		Hosea O. Weaver Cut off Rd.Mobile
	Bay Minette	Foley	
	Prime	Secondary	
BC-723	\$50.45	\$55.25	
424A-280	\$64.50	\$69.50	
424A-281	\$63.70	\$69.50	
424A-336	\$59.65	\$62.65	
424A-340	\$56.65	\$60.90	
424A-341	\$56.65	\$60.90	
424A-360	\$56.65	\$60.90	
424A-361	\$56.65	\$60.90	
424A-293	\$46.95	\$50.00	
424B-635	\$55.60	\$59.00	
424B-636	\$46.95	\$50.00	Prime \$52.00
424B-637	\$46.95	\$50.00	
424B-663	\$46.95	\$50.00	
424B-648	\$46.95	\$50.00	
Recycle Asphalt (RAP)	\$17.00 Prime	\$20.00 Secondary	
Cold Mix Asphalt - 50 lb bag	\$14.50 FOB Theodore	\$14.50 FOB Theodore	

Prime pricing in RED
Secondary pricing in Black

MAC plant locations:
 Bay Minette - 43382 Nicholasville Rd.
 Saraland - 1370 Hwy 43 S.
 Foley - 21650 Doc McDuffie Rd.

H. O. Weaver plant location: Mobile - Bay Bridge Cut Off Rd.



Baldwin County Commission

Agenda Action Form

File #: 19-2155, **Version:** 1

Item #: B4

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Frank Lundy, Maintenance Engineer

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-54 - Provision of Labor and Equipment for Asphalt Placement for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid for the Provision of Labor and Equipment for Asphalt Placement as per the attached Award Listing to **Ammons & Blackmon Construction, LLC, as the Prime Contractor and Mobile Asphalt Co., LLC, as the Secondary Contractor** and authorize the Chairman to execute the attached Contracts.

BACKGROUND INFORMATION

Previous Commission action/date:

09/03/2019 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision Labor and Equipment for Asphalt Placement; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: Bids were opened in the Purchasing Conference Room on September 24, 2019 at 2:30 P.M. Two (2) bids were received. The bid had two (2) options in the specifications. Option 1 is for the contractor to start work within 14 calendar days of issuance of Notice to Proceed and Option 2 is for the contractor to start work within 7 calendar days of the issuance of Notice to Proceed. The bid will be awarded to a Prime and Secondary Contractor so if for some reason the Prime Contractor does not or cannot start work within the time stated, the County reserves the option to use the Secondary Vendor to perform the work as stated in bid specifications. The lowest responsible bidder, who met all the specifications, was Ammons & Blackmon Construction, LLC, as the Prime Contractor and Mobile Asphalt Co, LLC, as the Secondary Contractor as per the attached Contract. Award Listing attached.

FINANCIAL IMPACT

Total cost of recommendation: Variable

Budget line item(s) to be used: Various Highway Budgets

If this is not a budgeted expenditure, does the recommendation create a need for funding? N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/15/2019

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed): Letter
to Bidders

Additional instructions/notes: N/A

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement****Bid Award**

PAVING BID (OPTION 1)		BIDDER	BIDDER
Work to begin within 14 calendar day of NTP		Mobile Asphalt	Ammons & Blackmon
		SECONDARY	PRIME
1. Price per ton to place hot plant mix on a prepared roadway base (dirt or gravel) surface. Price to include all labor and equipment (including traffic control) required to clean roadway, spread, and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.			
BC-723 Baldwin County Bituminous plant mix			
0-50 tons	Per Ton	No Bid	\$160.00
51-150 tons	Per Ton	No Bid	\$80.00
151-500 tons	Per Ton	\$42.50	\$32.00
501-1000 tons	Per Ton	\$16.00	\$16.00
1001 tons & above	Per Ton	\$15.25	\$15.50
424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B			
0-50 tons	Per Ton	No Bid	\$160.00
51-150 tons	Per Ton	No Bid	\$80.00
151-500 tons	Per Ton	\$42.50	\$32.00
501-1000 tons	Per Ton	\$16.00	\$16.00
1001 tons & above	Per Ton	\$15.25	\$15.50
424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B			
0-50 tons	Per Ton	No Bid	\$160.00
51-150 tons	Per Ton	No Bid	\$80.00
151-500 tons	Per Ton	\$42.50	\$32.00
501-1000 tons	Per Ton	\$16.00	\$16.00
1001 tons & above	Per Ton	\$15.25	\$15.50
424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B			
0-50 tons	Per Ton	No Bid	\$160.00
51-150 tons	Per Ton	No Bid	\$80.00
151-500 tons	Per Ton	\$42.50	\$32.00

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement
Bid Award**

501-1000 tons
1001 tons & above

Per Ton
Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
51-150 tons
151-500 tons
501-1000 tons
1001 tons & above

Per Ton
Per Ton
Per Ton
Per Ton
Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
51-150 tons
151-500 tons
501-1000 tons
1001 tons & above

Per Ton
Per Ton
Per Ton
Per Ton
Per Ton

424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
51-150 tons
151-500 tons
501-1000 tons
1001 tons & above

Per Ton
Per Ton
Per Ton
Per Ton
Per Ton

PAVING BID (OPTION 1)	Work to begin within 14 calendar day of NTP
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2. Price per ton, including tack coat, to place hot plant mix on an existing paved roadway surface (ditch section). Price to include all labor and equipment (including traffic control) required to clean and prepare roadway (including clipping), spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BIDDER	BIDDER
Mobile Asphalt	Ammons & Blackmon
SECONDARY	PRIME
\$16.00	\$16.00
\$15.25	\$15.50
No Bid	\$160.00
No Bid	\$80.00
\$42.50	\$32.00
\$16.00	\$16.00
\$15.25	\$15.50
No Bid	\$160.00
No Bid	\$80.00
\$42.50	\$32.00
\$16.00	\$16.00
\$15.25	\$15.50
No Bid	\$160.00
No Bid	\$80.00
\$42.50	\$32.00
\$16.00	\$16.00
\$15.25	\$15.50

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement
Bid Award****BC-723 Baldwin County Bituminous plant mix**

0-50 tons
51-150 tons
151-500 tons
501-1000 tons
1001 tons & above

Per Ton
Per Ton
Per Ton
Per Ton
Per Ton

BIDDER		BIDDER	
Mobile Asphalt		Ammons & Blackmon	
SECONDARY		PRIME	
No Bid		\$214.00	
No Bid		\$109.00	
\$45.75		\$46.00	
\$19.25		\$18.00	
\$17.50		\$17.50	
No Bid		\$214.00	
No Bid		\$109.00	
\$45.75		\$46.00	
\$19.25		\$18.00	
\$17.50		\$17.50	
No Bid		\$214.00	
No Bid		\$109.00	
\$45.75		\$46.00	
\$19.25		\$18.00	
\$17.50		\$17.50	
No Bid		\$214.00	
No Bid		\$109.00	
\$45.75		\$46.00	
\$19.25		\$18.00	
\$17.50		\$17.50	
No Bid		\$214.00	
No Bid		\$109.00	
\$45.75		\$46.00	
\$19.25		\$18.00	
\$17.50		\$17.50	
No Bid		\$214.00	

**424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix,
ESAL Range A/B**

0-50 tons
51-150 tons
151-500 tons
501-1000 tons
1001 tons & above

Per Ton
Per Ton
Per Ton
Per Ton
Per Ton

**424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix,
ESAL Range A/B**

0-50 tons
51-150 tons
151-500 tons
501-1000 tons
1001 tons & above

Per Ton
Per Ton
Per Ton
Per Ton
Per Ton

**424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix,
ESAL Range A/B**

0-50 tons
51-150 tons
151-500 tons
501-1000 tons
1001 tons & above

Per Ton
Per Ton
Per Ton
Per Ton
Per Ton

**424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix,
ESAL Range A/B**

0-50 tons

Per Ton

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement
Bid Award**

51-150 tons
151-500 tons
501-1000 tons
1001 tons & above

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
51-150 tons
151-500 tons
501-1000 tons
1001 tons & above

424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
51-150 tons
151-500 tons
501-1000 tons
1001 tons & above

3. Price per ton, including tack coat, to place hot plant mix on an existing paved roadway surface (Curb Section). Price to include all labor and equipment (including traffic control) required to clean and prepare roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons
51-150 tons
151-500 tons
501-1000 tons
1001 tons & above

Per Ton
Per Ton
Per Ton
Per Ton

Per Ton
Per Ton
Per Ton
Per Ton
Per Ton

Per Ton
Per Ton
Per Ton
Per Ton
Per Ton

Per Ton
Per Ton
Per Ton
Per Ton
Per Ton

BIDDER		BIDDER	
Mobile Asphalt		Ammons & Blackmon	
SECONDARY		PRIME	
No Bid			\$109.00
\$45.75			\$46.00
\$19.25			\$18.00
\$17.50			\$17.50
No Bid			\$214.00
No Bid			\$109.00
\$45.75			\$46.00
\$19.25			\$18.00
\$17.50			\$17.50
No Bid			\$214.00
No Bid			\$109.00
\$45.75			\$46.00
\$19.25			\$18.00
\$17.50			\$17.50
No Bid			\$164.00
No Bid			\$84.00
\$45.75			\$36.00
\$19.25			\$20.00
\$17.50			\$19.50

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement****Bid Award****424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
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BIDDER	BIDDER
Mobile Asphalt	Ammons & Blackmon
SECONDARY	PRIME
No Bid	\$164.00
No Bid	\$84.00
\$45.75	\$36.00
\$19.25	\$20.00
\$17.50	\$19.50
No Bid	\$164.00
No Bid	\$84.00
\$45.75	\$36.00
\$19.25	\$20.00
\$17.50	\$19.50
No Bid	\$164.00
No Bid	\$84.00
\$45.75	\$36.00
\$19.25	\$20.00
\$17.50	\$19.50
No Bid	\$164.00
No Bid	\$84.00
\$45.75	\$36.00
\$19.25	\$20.00
\$17.50	\$19.50
No Bid	\$164.00

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement
Bid Award**

51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

**424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate
Size Mix, ESAL Range A/B**

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

4. Price per ton to widen an existing paved roadway at the width and rate requested by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to notch out edge of pavement, clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

**424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix,
ESAL Range A/B**

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

BIDDER		BIDDER	
Mobile Asphalt		Ammons & Blackmon	
SECONDARY		PRIME	
Per Ton	No Bid		\$84.00
Per Ton	\$45.75		\$36.00
Per Ton	\$19.25		\$20.00
Per Ton	\$17.50		\$19.50
Per Ton	No Bid		\$164.00
Per Ton	No Bid		\$84.00
Per Ton	\$45.75		\$36.00
Per Ton	\$19.25		\$20.00
Per Ton	\$17.50		\$19.50
Per Ton	No Bid		\$178.00
Per Ton	No Bid		\$88.00
Per Ton	\$42.50		\$35.20
Per Ton	\$25.00		\$25.15
Per Ton	\$25.00		\$24.65
Per Ton	No Bid		\$178.00
Per Ton	No Bid		\$88.00
Per Ton	\$42.50		\$35.20
Per Ton	\$25.00		\$25.15
Per Ton	\$25.00		\$24.65

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement****Bid Award****424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501 tons & above	Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
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BIDDER	BIDDER
Mobile Asphalt	Ammons & Blackmon
SECONDARY	PRIME
No Bid	\$178.00
No Bid	\$88.00
\$42.50	\$35.20
\$25.00	\$25.15
\$25.00	\$24.65
No Bid	\$178.00
No Bid	\$88.00
\$42.50	\$35.20
\$25.00	\$25.15
\$25.00	\$24.65
No Bid	\$178.00
No Bid	\$88.00
\$42.50	\$35.20
\$25.00	\$25.15
\$25.00	\$24.65
No Bid	\$178.00

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement****Bid Award**

51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton

BIDDER	BIDDER
Mobile Asphalt	Ammons & Blackmon
SECONDARY	PRIME
No Bid	\$88.00
\$42.50	\$35.20
\$25.00	\$25.15
\$25.00	\$24.65

PAVING BID (OPTION 1)	Work to begin within 14 calendar day of NTP
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5. Price per ton, including tack coat, to perform spot leveling on an existing paved roadway surface at rate specified by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

No Bid	\$180.00
No Bid	\$90.00
\$45.75	\$35.00
\$19.25	\$12.00
\$17.50	\$11.50

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

No Bid	\$180.00
No Bid	\$90.00
\$45.75	\$35.00
\$19.25	\$12.00
\$17.50	\$11.50

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

No Bid	\$180.00
No Bid	\$90.00
\$45.75	\$35.00
\$19.25	\$12.00
\$17.50	\$11.50

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement****Bid Award****424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

BIDDER	BIDDER
Mobile Asphalt	Ammons & Blackmon
SECONDARY	PRIME
No Bid	\$180.00
No Bid	\$90.00
\$45.75	\$35.00
\$19.25	\$12.00
\$17.50	\$11.50
No Bid	\$180.00
No Bid	\$90.00
\$45.75	\$35.00
\$19.25	\$12.00
\$17.50	\$11.50
No Bid	\$180.00
No Bid	\$90.00
\$45.75	\$35.00
\$19.25	\$12.00
\$17.50	\$11.50
No Bid	\$180.00
No Bid	\$90.00
\$45.75	\$35.00
\$19.25	\$12.00
\$17.50	\$11.50

PAVING BID (OPTION 2)	Work to begin within 7 calendar day of NTP
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Competitive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement Bid Award

1. Price per ton to place hot plant mix on a prepared roadway base (dirt or gravel) surface. Price to include all labor and equipment (including traffic control) required to clean roadway, spread, and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons
51-150 tons
151-500 tons
501-1000 tons
1001 tons & above

Per Ton
Per Ton
Per Ton
Per Ton
Per Ton

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
51-150 tons
151-500 tons
501-1000 tons
1001 tons & above

Per Ton
Per Ton
Per Ton
Per Ton
Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
51-150 tons
151-500 tons
501-1000 tons
1001 tons & above

Per Ton
Per Ton
Per Ton
Per Ton
Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
51-150 tons
151-500 tons
501-1000 tons

Per Ton
Per Ton
Per Ton
Per Ton

BIDDER	BIDDER
Mobile Asphalt	Ammons & Blackmon
SECONDARY	PRIME
No Bid	\$160.00
No Bid	\$80.00
\$42.50	\$32.00
\$16.00	\$16.00
\$15.25	\$15.50
No Bid	\$160.00
No Bid	\$80.00
\$42.50	\$32.00
\$16.00	\$16.00
\$15.25	\$15.50
No Bid	\$160.00
No Bid	\$80.00
\$42.50	\$32.00
\$16.00	\$16.00
\$15.25	\$15.50
No Bid	\$160.00
No Bid	\$80.00
\$42.50	\$32.00
\$16.00	\$16.00

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement****Bid Award**

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
 51-150 tons

Per Ton
 Per Ton

BIDDER		BIDDER	
Mobile Asphalt		Ammons & Blackmon	
SECONDARY		PRIME	
No Bid		\$214.00	
No Bid		\$109.00	
\$45.75		\$46.00	
\$19.25		\$18.00	
\$17.50		\$17.50	
No Bid		\$214.00	
No Bid		\$109.00	
\$45.75		\$46.00	
\$19.25		\$18.00	
\$17.50		\$17.50	
No Bid		\$214.00	
No Bid		\$109.00	
\$45.75		\$46.00	
\$19.25		\$18.00	
\$17.50		\$17.50	
No Bid		\$214.00	
No Bid		\$109.00	
\$45.75		\$46.00	
\$19.25		\$18.00	
\$17.50		\$17.50	
No Bid		\$214.00	
No Bid		\$109.00	

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement****Bid Award**

151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

PAVING BID (OPTION 2)	Work to begin within 7 calendar day of NTP	
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3. Price per ton, including tack coat, to place hot plant mix on an existing paved roadway surface (Curb Section). Price to include all labor and equipment (including traffic control) required to clean and prepare roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

BIDDER		BIDDER	
Mobile Asphalt		Ammons & Blackmon	
SECONDARY		PRIME	
	\$45.75		\$46.00
	\$19.25		\$18.00
	\$17.50		\$17.50
Per Ton	No Bid		\$214.00
Per Ton	No Bid		\$109.00
Per Ton	\$45.75		\$46.00
Per Ton	\$19.25		\$18.00
Per Ton	\$17.50		\$17.50
Per Ton	No Bid		\$214.00
Per Ton	No Bid		\$109.00
Per Ton	\$45.75		\$46.00
Per Ton	\$19.25		\$18.00
Per Ton	\$17.50		\$17.50
Per Ton	No Bid		\$164.00
Per Ton	No Bid		\$84.00
Per Ton	\$45.75		\$36.00
Per Ton	\$19.25		\$20.00
Per Ton	\$17.50		\$19.50

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement****Bid Award****424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
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BIDDER	BIDDER
Mobile Asphalt	Ammons & Blackmon
SECONDARY	PRIME
No Bid	\$164.00
No Bid	\$84.00
\$45.75	\$36.00
\$19.25	\$20.00
\$17.50	\$19.50
No Bid	\$164.00
No Bid	\$84.00
\$45.75	\$36.00
\$19.25	\$20.00
\$17.50	\$19.50
No Bid	\$164.00
No Bid	\$84.00
\$45.75	\$36.00
\$19.25	\$20.00
\$17.50	\$19.50
No Bid	\$164.00
No Bid	\$84.00
\$45.75	\$36.00
\$19.25	\$20.00
\$17.50	\$19.50
No Bid	\$164.00

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement****Bid Award**

51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton

424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

PAVING BID (OPTION 2)	Work to begin within 7 calendar day of NTP
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4. Price per ton to widen an existing paved roadway at the width and rate requested by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to notch out edge of pavement, clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

BIDDER	BIDDER
Mobile Asphalt	Ammons & Blackmon
SECONDARY	PRIME
No Bid	\$84.00
\$45.75	\$36.00
\$19.25	\$20.00
\$17.50	\$19.50
No Bid	\$164.00
No Bid	\$84.00
\$45.75	\$36.00
\$19.25	\$20.00
\$17.50	\$19.50
No Bid	\$178.00
No Bid	\$88.00
\$42.50	\$35.20
\$25.00	\$25.15
\$25.00	\$24.65
No Bid	\$178.00
No Bid	\$88.00
\$42.50	\$35.20
\$25.00	\$25.15
\$25.00	\$24.65

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement****Bid Award****424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	Per Ton
51-150 tons	Per Ton
151-500 tons	Per Ton
501-1000 tons	Per Ton
1001 tons & above	Per Ton

424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

BIDDER	BIDDER
Mobile Asphalt	Ammons & Blackmon
SECONDARY	PRIME
No Bid	\$178.00
No Bid	\$88.00
\$42.50	\$35.20
\$25.00	\$25.15
\$25.00	\$24.65
No Bid	\$178.00
No Bid	\$88.00
\$42.50	\$35.20
\$25.00	\$25.15
\$25.00	\$24.65
No Bid	\$178.00
No Bid	\$88.00
\$42.50	\$35.20
\$25.00	\$25.15
\$25.00	\$24.65
No Bid	\$178.00
No Bid	\$88.00
\$42.50	\$35.20
\$25.00	\$25.15
\$25.00	\$24.65

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement****Bid Award**

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

BIDDER	BIDDER
Mobile Asphalt	Ammons & Blackmon
SECONDARY	PRIME
No Bid	\$178.00
No Bid	\$88.00
\$42.50	\$35.20
\$25.00	\$25.15
\$25.00	\$24.65

PAVING BID (OPTION 2)	Work to begin within 7 calendar day of NTP
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5. Price per ton, including tack coat, to perform spot leveling on an existing paved roadway surface at rate specified by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

No Bid	\$180.00
No Bid	\$90.00
\$45.75	\$35.00
\$19.25	\$12.00
\$17.50	\$11.50

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons
 1001 tons & above

Per Ton
 Per Ton
 Per Ton
 Per Ton
 Per Ton

No Bid	\$180.00
No Bid	\$90.00
\$45.75	\$35.00
\$19.25	\$12.00
\$17.50	\$11.50

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons
 51-150 tons
 151-500 tons
 501-1000 tons

Per Ton
 Per Ton
 Per Ton
 Per Ton

No Bid	\$180.00
No Bid	\$90.00
\$45.75	\$35.00
\$19.25	\$12.00

Competitive Bid #WG19-54**Provision for Labor and Equipment of Asphalt Placement
Bid Award**

1001 tons & above

Per Ton

**424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix,
ESAL Range A/B**

0-50 tons

Per Ton

51-150 tons

Per Ton

151-500 tons

Per Ton

501-1000 tons

Per Ton

1001 tons & above

Per Ton

**424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix,
ESAL Range A/B**

0-50 tons

Per Ton

51-150 tons

Per Ton

151-500 tons

Per Ton

501-1000 tons

Per Ton

1001 tons & above

Per Ton

**424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL
Range A/B**

0-50 tons

Per Ton

51-150 tons

Per Ton

151-500 tons

Per Ton

501-1000 tons

Per Ton

1001 tons & above

Per Ton

**424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate
Size Mix, ESAL Range A/B**

0-50 tons

Per Ton

51-150 tons

Per Ton

151-500 tons

Per Ton

501-1000 tons

Per Ton

1001 tons & above

Per Ton

BIDDER	BIDDER
Mobile Asphalt	Ammons & Blackmon
SECONDARY	PRIME
\$17.50	\$11.50
No Bid	\$180.00
No Bid	\$90.00
\$45.75	\$35.00
\$19.25	\$12.00
\$17.50	\$11.50
No Bid	\$180.00
No Bid	\$90.00
\$45.75	\$35.00
\$19.25	\$12.00
\$17.50	\$11.50
No Bid	\$180.00
No Bid	\$90.00
\$45.75	\$35.00
\$19.25	\$12.00
\$17.50	\$11.50
No Bid	\$180.00
No Bid	\$90.00
\$45.75	\$35.00
\$19.25	\$12.00
\$17.50	\$11.50

Competive Bid #WG19-54

Provison for Labor and Equipment of Asphalt Placement

Bid Award

Execptions:

Mobile Asphalt Company, LLC - For all options, Baldwin County shall deliver asphat to spreader per Bid WG18-53 - Delivered to Area's 100,200 or 300.

BIDDER	BIDDER
Mobile Asphalt	Ammons & Blackmon
SECONDARY	PRIME

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL AND CONSTRUCTION SERVICES

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission and **Ammons & Blackmon Construction, LLC**, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, at its regular held meeting on Tuesday, September 3, 2019, the COUNTY authorized staff to solicit bids for Provision of Labor and Equipment for Asphalt Placement; and

Whereas, PROVIDER presented the lowest responsible bid to the COUNTY as the **Prime Contractor**, and therefore COUNTY wishes to retain PROVIDER, to provide those services hereinafter set out under the following terms and conditions.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

I. Definitions. The following terms shall have the following meanings:

- A. COUNTY: Baldwin County, Alabama
- B. COMMISSION: Baldwin County Commission
- C. PROVIDER: Ammons & Blackmon Construction, LLC

II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional and construction services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

III. Recitals Included. The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.

IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations whether or not said law or regulation is mentioned herein.

VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the

PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: Ammons & Blackmon Construction, LLC
P. O. Box 7486
Spanish Fort, AL 36577
ATTN: Chad Ammons

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of **“Competitive Bid #WG19-54”**, the same being expressly incorporated herein by reference, and without limitation will encompass:

“All provision and conditions and/or specifications listed/stated in Competitive Bid #WG19-54 named, Provision for Labor and Equipment for Asphalt Placement for the Baldwin County Commission”.

A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.

C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the

scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.

- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The COUNTY may terminate this contract, with or without cause or reason, by giving ten (10) days written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be as per "**ATTACHMENT A**". Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration October 16, 2020, or upon a notification thereof received by either party within the required ten (10) day period. Work must begin on each individual project as directed by the Baldwin County Engineer project within seven (7) calendar days of issuance of Notice to Proceed. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIV. Indemnification. Provider shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

XXV. Number of Originals. This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

XXVI: Governing Law: This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

XXVII: Insurance: Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any

change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

CHARLES F. GRUBER, Chairman /Date

WAYNE DYESS /Date
County Administrator

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, Charles F. Gruber, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the _____ day of _____, 2019.

Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

PROVIDER:

AMMONS & BLACKMON CONSTRUCTION, LLC

_____/_____
By _____/Date
Its _____

State of Alabama)

County of Baldwin)

I, _____, Notary Public in and for said County and State, hereby certify that _____ as _____ of Ammons & Blackmon Construction, LLC, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said Ammons & Blackmon Construction, LLC.

GIVEN under my hand and seal on this the _____ day of _____, 2019.

Notary Public
My Commission Expires

"ATTACHMENT A"

Competitive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

PAVING BID (OPTION 1)		Prime Contractor
Work to begin within 14 calendar day of NTP		Ammons & Blackmon
1. Price per ton to place hot plant mix on a prepared roadway base (dirt or gravel) surface. Price to include all labor and equipment (including traffic control) required to clean roadway, spread, and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.		
BC-723 Baldwin County Bituminous plant mix		
0-50 tons	Per Ton	\$160.00
51-150 tons	Per Ton	\$80.00
151-500 tons	Per Ton	\$32.00
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.50
424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$160.00
51-150 tons	Per Ton	\$80.00
151-500 tons	Per Ton	\$32.00
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.50
424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$160.00
51-150 tons	Per Ton	\$80.00
151-500 tons	Per Ton	\$32.00
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.50
424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		

"ATTACHMENT A"

Competitive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Prime Contractor
		Ammons & Blackmon
0-50 tons	Per Ton	\$160.00
51-150 tons	Per Ton	\$80.00
151-500 tons	Per Ton	\$32.00
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.50
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$160.00
51-150 tons	Per Ton	\$80.00
151-500 tons	Per Ton	\$32.00
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.50
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$160.00
51-150 tons	Per Ton	\$80.00
151-500 tons	Per Ton	\$32.00
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.50
424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$160.00
51-150 tons	Per Ton	\$80.00
151-500 tons	Per Ton	\$32.00
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.50
PAVING BID (OPTION 1)		
Work to begin within 14 calendar day of NTP		

"ATTACHMENT A"

Competitive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Prime Contractor
		Ammons & Blackmon
0-50 tons	Per Ton	\$214.00
51-150 tons	Per Ton	\$109.00
151-500 tons	Per Ton	\$46.00
501-1000 tons	Per Ton	\$18.00
1001 tons & above	Per Ton	\$17.50
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$214.00
51-150 tons	Per Ton	\$109.00
151-500 tons	Per Ton	\$46.00
501-1000 tons	Per Ton	\$18.00
1001 tons & above	Per Ton	\$17.50
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$214.00
51-150 tons	Per Ton	\$109.00
151-500 tons	Per Ton	\$46.00
501-1000 tons	Per Ton	\$18.00
1001 tons & above	Per Ton	\$17.50
424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$214.00
51-150 tons	Per Ton	\$109.00
151-500 tons	Per Ton	\$46.00
501-1000 tons	Per Ton	\$18.00
1001 tons & above	Per Ton	\$17.50

"ATTACHMENT A"

Competitive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Prime Contractor
		Ammons & Blackmon
0-50 tons	Per Ton	\$164.00
51-150 tons	Per Ton	\$84.00
151-500 tons	Per Ton	\$36.00
501-1000 tons	Per Ton	\$20.00
1001 tons & above	Per Ton	\$19.50
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$164.00
51-150 tons	Per Ton	\$84.00
151-500 tons	Per Ton	\$36.00
501-1000 tons	Per Ton	\$20.00
1001 tons & above	Per Ton	\$19.50
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$164.00
51-150 tons	Per Ton	\$84.00
151-500 tons	Per Ton	\$36.00
501-1000 tons	Per Ton	\$20.00
1001 tons & above	Per Ton	\$19.50
424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$164.00
51-150 tons	Per Ton	\$84.00
151-500 tons	Per Ton	\$36.00
501-1000 tons	Per Ton	\$20.00
1001 tons & above	Per Ton	\$19.50

"ATTACHMENT A"

Competitive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement Award Listing

Effective Date: 10/16/2019 through 10/16/2020

4. Price per ton to widen an existing paved roadway at the width and rate requested by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to notch out edge of pavement, clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons

Per Ton	\$178.00
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51-150 tons

Per Ton	\$88.00
---------	---------

151-500 tons

Per Ton	\$35.20
---------	---------

501-1000 tons

Per Ton	\$25.15
---------	---------

1001 tons & above

Per Ton	\$24.65
---------	---------

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons

Per Ton	\$178.00
---------	----------

51-150 tons

Per Ton	\$88.00
---------	---------

151-500 tons

Per Ton	\$35.20
---------	---------

501-1000 tons

Per Ton	\$25.15
---------	---------

1001 tons & above

Per Ton	\$24.65
---------	---------

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons

Per Ton	\$178.00
---------	----------

51-150 tons

Per Ton	\$88.00
---------	---------

151-500 tons

Per Ton	\$35.20
---------	---------

501 tons & above

Per Ton	\$25.15
---------	---------

	\$24.65
--	---------

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

"ATTACHMENT A"

Competitive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Prime Contractor
		Ammons & Blackmon
0-50 tons	Per Ton	\$178.00
51-150 tons	Per Ton	\$88.00
151-500 tons	Per Ton	\$35.20
501-1000 tons	Per Ton	\$25.15
1001 tons & above	Per Ton	\$24.65
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$178.00
51-150 tons	Per Ton	\$88.00
151-500 tons	Per Ton	\$35.20
501-1000 tons	Per Ton	\$25.15
1001 tons & above	Per Ton	\$24.65
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$178.00
51-150 tons	Per Ton	\$88.00
151-500 tons	Per Ton	\$35.20
501-1000 tons	Per Ton	\$25.15
1001 tons & above	Per Ton	\$24.65
424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$178.00
51-150 tons	Per Ton	\$88.00
151-500 tons	Per Ton	\$35.20
501-1000 tons	Per Ton	\$25.15
1001 tons & above	Per Ton	\$24.65
PAVING BID (OPTION 1)		
Work to begin within 14 calendar day of NTP		

"ATTACHMENT A"

Competive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

5. Price per ton, including tack coat, to perform spot leveling on an existing paved roadway surface at rate specified by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons

Per Ton	\$180.00
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51-150 tons

Per Ton	\$90.00
---------	---------

151-500 tons

Per Ton	\$35.00
---------	---------

501-1000 tons

Per Ton	\$12.00
---------	---------

1001 tons & above

Per Ton	\$11.50
---------	---------

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons

Per Ton	\$180.00
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51-150 tons

Per Ton	\$90.00
---------	---------

151-500 tons

Per Ton	\$35.00
---------	---------

501-1000 tons

Per Ton	\$12.00
---------	---------

1001 tons & above

Per Ton	\$11.50
---------	---------

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons

Per Ton	\$180.00
---------	----------

51-150 tons

Per Ton	\$90.00
---------	---------

151-500 tons

Per Ton	\$35.00
---------	---------

501-1000 tons

Per Ton	\$12.00
---------	---------

1001 tons & above

Per Ton	\$11.50
---------	---------

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

"ATTACHMENT A"

Competitive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Prime Contractor
		Ammons & Blackmon
0-50 tons	Per Ton	\$180.00
51-150 tons	Per Ton	\$90.00
151-500 tons	Per Ton	\$35.00
501-1000 tons	Per Ton	\$12.00
1001 tons & above	Per Ton	\$11.50
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$180.00
51-150 tons	Per Ton	\$90.00
151-500 tons	Per Ton	\$35.00
501-1000 tons	Per Ton	\$12.00
1001 tons & above	Per Ton	\$11.50
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$180.00
51-150 tons	Per Ton	\$90.00
151-500 tons	Per Ton	\$35.00
501-1000 tons	Per Ton	\$12.00
1001 tons & above	Per Ton	\$11.50
424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$180.00
51-150 tons	Per Ton	\$90.00
151-500 tons	Per Ton	\$35.00
501-1000 tons	Per Ton	\$12.00
1001 tons & above	Per Ton	\$11.50
PAVING BID (OPTION 2)		
Work to begin within 7 calendar day of NTP		

"ATTACHMENT A"

Competitive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Prime Contractor
		Ammons & Blackmon
51-150 tons	Per Ton	\$80.00
151-500 tons	Per Ton	\$32.00
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.50
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$160.00
51-150 tons	Per Ton	\$80.00
151-500 tons	Per Ton	\$32.00
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.50
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$160.00
51-150 tons	Per Ton	\$80.00
151-500 tons	Per Ton	\$32.00
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.50
424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$160.00
51-150 tons	Per Ton	\$80.00
151-500 tons	Per Ton	\$32.00
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1001 tons & above	Per Ton	\$15.50
PAVING BID (OPTION 2)		
Work to begin within 7 calendar day of NTP		

"ATTACHMENT A"

Competitive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Prime Contractor
		Ammons & Blackmon
0-50 tons	Per Ton	\$214.00
51-150 tons	Per Ton	\$109.00
151-500 tons	Per Ton	\$46.00
501-1000 tons	Per Ton	\$18.00
1001 tons & above	Per Ton	\$17.50
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
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424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
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424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
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1001 tons & above	Per Ton	\$17.50
PAVING BID (OPTION 2)		
Work to begin within 7 calendar day of NTP		

"ATTACHMENT A"

Competitive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Prime Contractor
		Ammons & Blackmon
0-50 tons	Per Ton	\$164.00
51-150 tons	Per Ton	\$84.00
151-500 tons	Per Ton	\$36.00
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424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$164.00
51-150 tons	Per Ton	\$84.00
151-500 tons	Per Ton	\$36.00
501-1000 tons	Per Ton	\$20.00
1001 tons & above	Per Ton	\$19.50
424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$164.00
51-150 tons	Per Ton	\$84.00
151-500 tons	Per Ton	\$36.00
501-1000 tons	Per Ton	\$20.00
1001 tons & above	Per Ton	\$19.50
PAVING BID (OPTION 2)		
Work to begin within 7 calendar day of NTP		

"ATTACHMENT A"

Competitive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Prime Contractor
		Ammons & Blackmon
0-50 tons	Per Ton	\$178.00
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1001 tons & above	Per Ton	\$24.65
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$178.00
51-150 tons	Per Ton	\$88.00
151-500 tons	Per Ton	\$35.20
501-1000 tons	Per Ton	\$25.15
1001 tons & above	Per Ton	\$24.65
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$178.00
51-150 tons	Per Ton	\$88.00
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1001 tons & above	Per Ton	\$24.65
424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$178.00
51-150 tons	Per Ton	\$88.00
151-500 tons	Per Ton	\$35.20
501-1000 tons	Per Ton	\$25.15
1001 tons & above	Per Ton	\$24.65
PAVING BID (OPTION 2)		
Work to begin within 7 calendar day of NTP		

"ATTACHMENT A"

Competitive Bid #WG19-54

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Prime Contractor
		Ammons & Blackmon
0-50 tons	Per Ton	\$180.00
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1001 tons & above	Per Ton	\$11.50
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$180.00
51-150 tons	Per Ton	\$90.00
151-500 tons	Per Ton	\$35.00
501-1000 tons	Per Ton	\$12.00
1001 tons & above	Per Ton	\$11.50
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$180.00
51-150 tons	Per Ton	\$90.00
151-500 tons	Per Ton	\$35.00
501-1000 tons	Per Ton	\$12.00
1001 tons & above	Per Ton	\$11.50
424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	\$180.00
51-150 tons	Per Ton	\$90.00
151-500 tons	Per Ton	\$35.00
501-1000 tons	Per Ton	\$12.00
1001 tons & above	Per Ton	\$11.50

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL AND CONSTRUCTION SERVICES

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission and **Mobile Asphalt Company, LLC**, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, at its regular held meeting on Tuesday, September 3, 2019, the COUNTY authorized staff to solicit bids for Provision of Labor and Equipment for Asphalt Placement; and

Whereas, PROVIDER presented the bid to the COUNTY as the **Secondary Contractor**, and therefore COUNTY wishes to retain PROVIDER, to provide those services hereinafter set out under the following terms and conditions.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

I. Definitions. The following terms shall have the following meanings:

- A. COUNTY: Baldwin County, Alabama
- B. COMMISSION: Baldwin County Commission
- C. PROVIDER: Mobile Asphalt Company, LLC

II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional and construction services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

III. Recitals Included. The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.

IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations whether or not said law or regulation is mentioned herein.

VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the

PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: Mobile Asphalt Company, LLC
P. O. Box 190279
Mobile, AL 36619
ATTN: John Whitman

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of **“Competitive Bid #WG19-54”**, the same being expressly incorporated herein by reference, and without limitation will encompass:

“All provision and conditions and/or specifications listed/stated in Competitive Bid #WG19-54 named, Provision for Labor and Equipment for Asphalt Placement for the Baldwin County Commission”.

A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.

C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the

scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.

- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The COUNTY may terminate this contract, with or without cause or reason, by giving ten (10) days written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be as per "**ATTACHMENT A**". Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration October 16, 2020, or upon a notification thereof received by either party within the required ten (10) day period. Work must begin on each individual project as directed by the Baldwin County Engineer project within seven (7) calendar days of issuance of Notice to Proceed. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIV. Indemnification. Provider shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

XXV. Number of Originals. This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

XXVI: Governing Law: This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

XXVII: Insurance: Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate

shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

CHARLES F. GRUBER, Chairman /Date

WAYNE DYESS /Date
County Administrator/ Budget Director

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, Charles F. Gruber, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the _____ day of _____, 2019.

Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Mobile Asphalt Company, LLC

By _____/Date
Its _____

State of Alabama)

County of Baldwin)

I, _____, Notary Public in and for said County and State, hereby certify that _____ as _____ of Mobile Asphalt Co., LLC, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said Mobile Asphalt Co., LLC.

GIVEN under my hand and seal on this the _____ day of _____, 2019.

Notary Public
My Commission Expires

"ATTACHMENT A"

Competitive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

PAVING BID (OPTION 1)		Secondary Contractor
Work to begin within 14 calendar day of NTP		Mobile Asphalt
1. Price per ton to place hot plant mix on a prepared roadway base (dirt or gravel) surface. Price to include all labor and equipment (including traffic control) required to clean roadway, spread, and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.		
BC-723 Baldwin County Bituminous plant mix		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.25
424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.25
424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.25
424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		

"ATTACHMENT A"

Competitive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Secondary Contractor
		Mobile Asphalt
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.25
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.25
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.25
424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.25
PAVING BID (OPTION 1)		
Work to begin within 14 calendar day of NTP		

"ATTACHMENT A"

Competive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

2. Price per ton, including tack coat, to place hot plant mix on an existing paved roadway surface (ditch section). Price to include all labor and equipment (including traffic control) required to clean and prepare roadway (including clipping), spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons

Per Ton

51-150 tons

Per Ton

151-500 tons

Per Ton

501-1000 tons

Per Ton

1001 tons & above

Per Ton

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons

Per Ton

51-150 tons

Per Ton

151-500 tons

Per Ton

501-1000 tons

Per Ton

1001 tons & above

Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons

Per Ton

51-150 tons

Per Ton

151-500 tons

Per Ton

501-1000 tons

Per Ton

1001 tons & above

Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

"ATTACHMENT A"

Competitive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Secondary Contractor
		Mobile Asphalt
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50

"ATTACHMENT A"

Competitive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Secondary Contractor
		Mobile Asphalt
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50

"ATTACHMENT A"

Competitive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

4. Price per ton to widen an existing paved roadway at the width and rate requested by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to notch out edge of pavement, clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons

Per Ton

Secondary Contractor	
Mobile Asphalt	
No Bid	
No Bid	
\$42.50	
\$25.00	
\$25.00	
No Bid	
No Bid	
\$42.50	
\$25.00	
\$25.00	
No Bid	
No Bid	
\$42.50	
\$25.00	
\$25.00	
No Bid	
\$42.50	
\$25.00	
\$25.00	

51-150 tons

Per Ton

151-500 tons

Per Ton

501-1000 tons

Per Ton

1001 tons & above

Per Ton

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons

Per Ton

51-150 tons

Per Ton

151-500 tons

Per Ton

501-1000 tons

Per Ton

1001 tons & above

Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons

Per Ton

51-150 tons

Per Ton

151-500 tons

Per Ton

501 tons & above

Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

"ATTACHMENT A"

Competitive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Secondary Contractor
		Mobile Asphalt
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$25.00
1001 tons & above	Per Ton	\$25.00
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$25.00
1001 tons & above	Per Ton	\$25.00
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$25.00
1001 tons & above	Per Ton	\$25.00
424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$25.00
1001 tons & above	Per Ton	\$25.00
PAVING BID (OPTION 1)		Work to begin within 14 calendar day of NTP

"ATTACHMENT A"

Competitive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Secondary Contractor
		Mobile Asphalt
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
PAVING BID (OPTION 2)		
Work to begin within 7 calendar day of NTP		

"ATTACHMENT A"

Competitive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Secondary Contractor
		Mobile Asphalt
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.25
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.25
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.25
424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$16.00
1001 tons & above	Per Ton	\$15.25
PAVING BID (OPTION 2)		
Work to begin within 7 calendar day of NTP		

"ATTACHMENT A"

Competitive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

2. Price per ton, including tack coat, to place hot plant mix on an existing paved roadway surface (ditch section). Price to include all labor and equipment (including traffic control) required to clean and prepare roadway (including clipping), spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons

Per Ton

51-150 tons

Per Ton

151-500 tons

Per Ton

501-1000 tons

Per Ton

1001 tons & above

Per Ton

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons

Per Ton

51-150 tons

Per Ton

151-500 tons

Per Ton

501-1000 tons

Per Ton

1001 tons & above

Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons

Per Ton

51-150 tons

Per Ton

151-500 tons

Per Ton

501-1000 tons

Per Ton

1001 tons & above

Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

"ATTACHMENT A"

Competitive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Secondary Contractor
		Mobile Asphalt
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
PAVING BID (OPTION 2)		
Work to begin within 7 calendar day of NTP		

"ATTACHMENT A"

Competitive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

3. Price per ton, including tack coat, to place hot plant mix on an existing paved roadway surface (Curb Section). Price to include all labor and equipment (including traffic control) required to clean and prepare roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons

51-150 tons

151-500 tons

501-1000 tons

1001 tons & above

Per Ton

Per Ton

Per Ton

Per Ton

Per Ton

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons

51-150 tons

151-500 tons

501-1000 tons

1001 tons & above

Per Ton

Per Ton

Per Ton

Per Ton

Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons

51-150 tons

151-500 tons

501-1000 tons

1001 tons & above

Per Ton

Per Ton

Per Ton

Per Ton

Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

Secondary Contractor	
Mobile Asphalt	
No Bid	
No Bid	
	\$45.75
	\$19.25
	\$17.50
No Bid	
No Bid	
	\$45.75
	\$19.25
	\$17.50
No Bid	
No Bid	
	\$45.75
	\$19.25
	\$17.50

"ATTACHMENT A"

Competitive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Secondary Contractor
		Mobile Asphalt
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
PAVING BID (OPTION 2)		
Work to begin within 7 calendar day of NTP		

"ATTACHMENT A"

Competitive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Secondary Contractor
		Mobile Asphalt
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$25.00
1001 tons & above	Per Ton	\$25.00
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$25.00
1001 tons & above	Per Ton	\$25.00
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$25.00
1001 tons & above	Per Ton	\$25.00
424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$42.50
501-1000 tons	Per Ton	\$25.00
1001 tons & above	Per Ton	\$25.00
PAVING BID (OPTION 2)		
Work to begin within 7 calendar day of NTP		

"ATTACHMENT A"

Competitive Bid #WG18-41

Provision for Labor and Equipment of Asphalt Placement

Award Listing

Effective Date: 10/16/2019 through 10/16/2020

		Secondary Contractor
		Mobile Asphalt
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50
424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B		
0-50 tons	Per Ton	No Bid
51-150 tons	Per Ton	No Bid
151-500 tons	Per Ton	\$45.75
501-1000 tons	Per Ton	\$19.25
1001 tons & above	Per Ton	\$17.50



Baldwin County Commission

Agenda Action Form

File #: 19-2108, **Version:** 1

Item #: B5

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Wanda Gautney, Purchasing Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-55 - Provision of Bag Ice for the Baldwin County Commission

STAFF RECOMMENDATION

Authorize the Purchasing Director to re-bid for the Provision of Bag Ice and authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date:

09/03/2019 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Bag Ice; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: Bids were set to open in the Purchasing Conference Room on September 23, 2019, at 1:30 P.M. No bids were received. Recommend the Commission authorize the Purchasing Director to re-bid for the Provision of Bag Ice.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding? N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/15/2019

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed): Mail
Bid

Additional instructions/notes: N/A

BID #WG19-55A SPECIFICATIONS

These specifications shall be construed as minimum. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working product shall be furnished.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer's, but is solely for the purpose of indicating the type, size and quality of equipment considered best adapted to Baldwin County.

BID RESPONSE FORM

Each supplier should use the Response Form provided for their bid. **Exceptions are to be attached to the back of the Response Form.**

AWARD

Award will be by item, to the lowest responsible bidder meeting all the specifications of the ITB.

The award shall be for twelve (12) calendar months. Prices shall be firm for the bid period effective the date of award.

DELIVERY

Deliveries to Baldwin County Emergency Management Agency (BCEMA) are to be made as follows: 50% of order delivered within 48 hours, with 100% of order delivered within 72 hours of scheduling delivery. Initial deliveries will be to the address below with forward shipment to points of distribution as directed by BCEMA during the Emergency Disaster period. Vendors are responsible for assuring that BCEMA acknowledges all deliveries, and that all deliveries have required documentation.

Baldwin County Emergency Management Agency,
23100 McAuliffe Drive,
Robertsdale, AL, 36567

All other orders must be delivered to the "Ship To" address shown on the P. O. within five (5) days of vendor's receipt of order.

The Vendor must maintain an inventory sufficient to make shipment on all orders within the timeframe stated in this ITB solicitation.

FREIGHT

Bid is F. O. B. Destination. Any Freight charges must be included in the bid prices.

SPECIFICATIONS

Item - ICE

10 LB. Bags, Ice must be palletized designed for pick-up from all four sides, shrink-wrapped, and fully covered on top and all four sides with a minimum double layer of shrink wrap. Ice order will be in multiple truckloads of approximately 40,000 LBS. per truck load on refrigerated trailers. Ice must meet all Federal/States standards for Human consumption.

BID #WG19-55A RESPONSE FORM

Provision of Bag Ice

Date: _____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Company Name: _____

Address: _____

Company Rep _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Email: _____

Financing through another agency beside yourself _____ or XX
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

Financing Agency Authorized Signature

Item – Ice 10 lb. bag

Amount Bid: \$ _____ per LB = \$ _____ per 10 lb. bag

Manufacturer or Brand: _____

Transportation per hour rate: \$ _____

All Exceptions should be attached to this Bid Response Page.



Baldwin County Commission

Agenda Action Form

File #: 19-2156, **Version:** 1

Item #: B6

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Terri Graham, Solid Waste Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-56 - Provision of Closed Top Recycling Roll-off Containers for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid to the lowest responsible bidder, **Bakers Waste Equipment, Inc.**, as follows for the Provision of Closed Top Recycling Roll-off Containers:

Make/Model: ROR-30-22 RC

Amount Bid: \$7,769.00 ea.

Lots of 10: \$77,690.00

Lots of 20 \$155,380.00

BACKGROUND INFORMATION

Previous Commission action/date:

09/03/2018 meeting: 1) Approved the specifications and authorized the Wanda Gautney, Purchasing Director, to place a competitive bid for the provision of closed top recycling containers; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addenda or clarifications if required after the bid is advertised.

Background: Bids were opened in the Purchasing Conference Room on September 25, 2019, at 1:30 P.M. Two (2) bids were received. The bid pricing received from Wastequip Manufacturing Co., LLC, is only good for sixty (60) days after the bid opening date, at which time they reserve the right for pricing to be adjusted or modified based on AMM index. Recommend the Commission award the bid lowest responsible bidder, Bakers Waste Equipment, Inc. Bid Tabulation attached.

FINANCIAL IMPACT

Total cost of recommendation: Estimated \$18,000.00

Budget line item(s) to be used: Solid Waste Budget

If this is not a budgeted expenditure, does the recommendation create a need for funding? N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/15/2019

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed): Letter
to Bidders

Additional instructions/notes: N/A

COMPETITIVE BID #WG19-56 Bid Tabulation
Closed Top Recycling Roll-Off Containers

Bidder: Wastequip Mfg. Co., LLC		Extended Pricing
Make/Model: Wastequip 30 CY Recycle		
Amount Bid:	\$7,920.00	\$7,920.00
Lots of 10	\$7,570.00	\$75,700.00
Lots of 20	\$7,570.00	\$151,400.00
Bid Bond: Yes		
Exception: Yes		
Registered with Secretary of State		

Bidder: Bakers Waste Equipment, Inc.	
Make/Model: ROR-30-22 RC	
Amount Bid:	\$7,769.00
Lots of 10	\$77,690.00
Lots of 20	\$155,380.00
Bid Bond: Yes	
Exception: Yes	
Registered with Secretary of State	

Exceptions:

WasteQuip

Customer to off load at the time of delivery. Pricing - Due to volatility in the current steel market, WasteQuip pricing will be held for 60 days after Bid Opening. At which time, Wastequip reserves the right for pricing to be adjusted or modified based on AMM Index.

Bakers Waste Equipment, Inc. - Minimum order of 2 units = truck load

Otto Environmental Systems - No Bid



Baldwin County Commission

Agenda Action Form

File #: 19-2157, **Version:** 1

Item #: B7

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Terri Graham, Solid Waste Director/Ed Fox, Landfill Manager

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-57 - Provision of Alternate Daily Cover Material for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid to the lowest bidder, **LSC Environmental Products, LLC**, for the Provision of Alternate Daily Cover Material as follows

Product: VerDac Landfill Cover

Amount Bid: \$15.50 per 50 lb bag

Delivery Time: 14 days

BACKGROUND INFORMATION

Previous Commission action/date:

09/03/2019 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Alternate Daily Cover Material; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: Bids were opened in the Purchasing Conference Room on September 25, 2019, at 2:00 P.M. Two (2) bids were received. Recommend the Commission award the bid to the lowest bidder, LSC Environmental Products, LLC. Bid Tabulation attached.

FINANCIAL IMPACT

Total cost of recommendation: Estimated \$22,000.00 per year

Budget line item(s) to be used: 54300.5219

If this is not a budgeted expenditure, does the recommendation create a need for funding? N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/08/2019

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed): Letter
to Bidders

Additional instructions/notes: N/A

COMPETITIVE BID #WG19-57 BID TABULATION
PROVISION OF ALTERNATE DAILY COVER MATERIAL

Bidder:	LSC Environmental Products LLC	
	VerDac Landfill Cover	
Amount Bid:	\$15.50	per 50 lb. bag
Delivery time:	14 days	
Bid Bond:	Yes	
Exceptions:	None	

Bidder:	Evans and Company, Inc.	
	Top Coat	
Amount Bid:	\$24.00	per 50 lb. bag
Delivery time:	5-7 days ARO	
Bid Bond:	Yes	
Exceptions:	None	



Baldwin County Commission

Agenda Action Form

File #: 19-2105, **Version:** 1

Item #: B8

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Frank Lundy, Maintenance Engineer

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG20-01 - Provision of Guardrail Installation and Repair on County Right-of-Ways for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Guardrail Installation and Repair on County Right-of-Ways for the Baldwin County Commission; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: This is an annual bid. Recommend the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Guardrail Installation and Repair on County Right-of-Ways.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?

N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/15/2019

Individual(s) responsible for follow up: Wanda Gautney/Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):

Mail Bid

Additional instructions/notes: N/A

BID #WG20-01 SPECIFICATIONS

All workmen and equipment shall be furnished by the Contractor.

No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

BID RESPONSE FORM

Each supplier should use the Response Form provided for their bid. Exceptions to the bid specifications are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response Form.

AWARD

The bid will be awarded to the lowest responsible bidder complying with the conditions of the bid invitation provided that said bid is reasonable and is in the best interest of Baldwin County. These specifications shall be construed as minimum. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished. **NO BID WILL BE ACCEPTED WITHOUT PROOF OF INSURANCE.**

It is the intent of the County to award to one vendor.

Purchase Orders will be issued for the services.

CONTRACT PERIOD

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2020 and 2021), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2019 contract with its intent to extend the contract. The prices for 2019 shall also apply to the extension period(s).

BIDDER QUALIFICATIONS

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all materials, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials contemplated therein. Conditional bids will not be accepted.

LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

TRAFFIC CONTROL, SAFETY ITEMS

Contractor shall erect all warning signs, and provide the appropriate personnel, if required, and all other items required to safely handle traffic through work area. Traffic Control Devices shall be provided by the Contractor. Traffic Control Devices provided must comply with MUTCD.

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

The Contractor shall not commence work under this contract until all the required insurance has been obtained by Contractor and approved by the County. Nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

COMPENSATION INSURANCE

Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of acceptance of the work by the County or at the date of the final amounts owed the Contractor by the County, whichever occurs first.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000.00 combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured.

COUNTY'S PROTECTIVE LIABILITY INSURANCE

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$1,000,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

HOLD HARMLESS PROVISION

The Contractor shall at all times indemnify and save harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including without limitation death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the departments, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give direction or instruction by the county's departments, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

The Contractor shall require each of his Subcontractors to produce and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof, in amounts approved by the County.

Three (3) executed copies of each subsequent endorsement affecting the coverage of policies and of each cancellation shall be forwarded to the County.

SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this Contract, the Contractor shall:

Comply with the safety standards provisions of applicable laws, building and construction codes as required by the Associated General Contractors of America, and the requirements of OHSA (Occupational Safety and Health Act).

Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

The Contractor shall furnish and maintain sufficient and adequate danger signals, lights, barriers, etc., as necessary to prevent accidents and to protect the work site. These items are Considered incidental and are considered as part of the Contract.

CANCELLATION CLAUSE

Baldwin County reserves the right to terminate the contract prior to the end of the period indicated upon thirty (30) day's written notice, for failure to meet required specifications. In the event of termination, **only** work performed prior to the effective date of termination **that meets specifications and that has been received in full** shall be paid by Baldwin County.

LEGAL COMPLIANCE

The Contractor shall at all times comply with all applicable federal, state, local and municipal laws and regulations, including but not limited to Title 43 CFR Sec. 12.76 paragraphs (b) through (i); Title 43 CFR Sec. 17 Subpart A, B, C (Non-Discrimination); Title 43 CFR Sec. 18 (Lobbying); Title 43 CFR Sec. 43 (Drug-Free Workplace). For more information about the Federal regulations visit the website <http://www.gpoaccess.gov/index.html> of Federal Regulations.

BUY AMERICAN REQUIREMENTS

The Contractor acknowledges to and for the benefit of Baldwin County Commission of the State of Alabama that it understands that some of the goods and services under this Agreement may be

funded with **federal monies** made available by the U. S. Department of the Interior - Coastal Impact Assistance Program (CIAP) and such laws contains provision commonly known as “Buy American” that requires all of the iron, steel and manufactured goods used in the project be produced in the United States (“Buy American Requirements”), including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Baldwin County Commission that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification, or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the County. As such, all products furnished by the CONTRACTOR under this contract must comply with, without limitations, the “Buy American” provisions of Title 43 CFR Sec. 12.700 through 12.830 U. S. Department of Interior.

PERFORMANCE BOND

The awarded contractor shall provide the County a **\$10,000.00** Performance Bond within 30 days after the contract is awarded. A company licensed to do business in the State of Alabama shall issue the said bond. The inability to provide a performance bond shall disqualify the contractor from installing their **system and the vendor shall forfeit their bid bond. The performance bond shall be required for the length of the contract.**

POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

SCOPE OF SERVICES FOR THE GUARDRAIL INSTALLATION AND REPAIR

All items shall be in accordance with Sections 630 and 864 of the State of Alabama Highway Department Standard Specifications for Highway Construction, latest edition.

The installation and/or repair of all guardrails shall be in accordance with the State of Alabama Special and Standard Highway Drawings, latest edition.

The verification of utility locations shall be the responsibility of the contractor.

Any damages to, or repairs of, utilities shall be the responsibility of the contractor.

All traffic control shall be in accordance with the Manual for Uniform Traffic Control Devices (MUTCD), latest edition, and shall be the responsibility of the contractor.

Bidders shall provide cost per item to include all subsidiary items, labor cost and incidentals needed to install guardrail by the bidder at various Baldwin County locations.

Bidders shall provide an hourly crew labor rate for repair and installation of guardrail in instances where the COUNTY provides materials. This crew rate shall include all subsidiary items such as equipment, traffic control items, etc. This hourly crew rate shall also be used for removal of existing, if needed, prior to installation of new rail or end anchors.

BID #WG20-01 RESPONSE FORM

Provision of Guardrail Installation & Repair

Page 1 of 2

Date: _____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Company Name: _____

Address: _____

Company Rep _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Email: _____

BID #WG20-01 RESPONSE FORM

Provision of Guardrail Installation & Repair

Page 2 of 2

DELIVERED F.O.B. BALDWIN COUNTY

Steel Railing, W-Beam, Galvanized (6' post, Complete in place) \$_____ L.F.

Steel Railing, W-Beam, Galvanized (8' post, complete in place) \$_____ L.F.

Steel Railing (Radius) W-Beam, Convex, Galvanized (6' post, Complete in place) \$_____ L.F.

Steel Railing (Radius) W-Beam, Convex, Galvanized (8' post, Complete in place) \$_____ L.F.

End Anchor, Type 8 (MASH Complete in place) \$_____ Each

End Anchor, Type 13 (Complete in place) \$_____ Each

End Anchor, Type 20 (MSKT, MASH, Complete in place) \$_____ Each

Hourly Labor Rate \$_____/Hour

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL AND CONSTRUCTION SERVICES

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission and PROVIDER, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas,

Whereas,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

I. Definitions. The following terms shall have the following meanings:

- A. COUNTY: Baldwin County, Alabama
- B. COMMISSION: Baldwin County Commission
- C. PROVIDER:

II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional and construction services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

III. Recitals Included. The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.

IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the necessary equipment, resources and the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations, including but not limited to Title 43 CFR Sec. 12.76 paragraphs (b) through (i); Sec.12.700 through 12.830; Sec. 17 Subpart A, B, C; Sec. 18 and Sec. 43. For more information about the Federal Regulations visit the website <http://www.gpoaccess.gov/index.html> of Federal Regulations.

VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY

and the creation of such a relationship is prohibited and void.

X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of **“Competitive Bid #WG20-01”**, the same being expressly incorporated herein by reference, and without limitation will encompass:

“All provision and conditions and/or specifications listed/stated in Competitive Bid #WG20-01 named, Provision of Guardrail Installation & Repair on County Right-of-Ways for the Baldwin County Commission”.

A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.

C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.

B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The COUNTY may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be \$_____. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective for twelve (12) months and commence immediately upon the same date as full execution, with an option to issue two (2) twelve (12) month contracts, or extend the first contract until such time that a new contract can be bid and awarded. And additional contract or extensions will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Provider no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This

allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIV. Indemnification. Provider shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

XXV. Number of Originals. This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

XXVI: Governing Law: This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

XXVII: Insurance: Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required

hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

XXVIII: Surety: As a material inducement for the County to enter this Contract, any and all bond and/or surety guarantees required by the County in reference to the Project shall be in a form acceptable to the County and shall, without limitation, meet the following requirements:

(a) Acceptance of Surety. The bond and/or surety document must be reviewed by, and be acceptable to, County staff and approved by the County Commission. In the event that such document is not in an acceptable form at any time prior to or during the effectiveness of this Contract, the services and/or work described in this Contract shall either not commence or immediately cease, depending on the situation. Any project delay that is attributable to the County's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be consider as a delay caused by the County, and the Contractor and/or Provider waives all rights to claim that any such delay was the fault of the County.

(b) Value of Surety. The bond and/or surety guarantee shall be of an amount equal to or greater than 100 percent of the total cost identified in the bid response.

(c) Term of Surety. Any bond and/or surety guarantees required by the County must be valid at all times during the life of this Contract. Notwithstanding anything written or implied herein to the contrary, in no event shall the bond and/or surety document lapse, terminate, expire, or otherwise become invalid prior to the County, or the County's authorized agent, providing a written Notice to the Provider/Contractor that the Project is in fact completed in all respects. Said Notice from the County or its authorized agent shall not be provided until the County, in its sole discretion, is satisfied that the Project is complete in all respects.

(d) Scope of the Surety. The terms and provisions of any bond and/or surety guarantee provided as part of this Project shall in all respects, without limitation, be consistent and in agreement with, the provisions of this Contract. In the event that the bond and/or surety guarantee is in conflict with this Contract, this Contract shall govern. Neither this section nor this provision limits the duties of the Provider/Contractor to satisfy all of the requirements in this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

_____/_____
CHARLES F. GRUBER, Chairman /Date

_____/_____
WAYNE DYESS /Date
County Administrator

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, Charles F. Gruber, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the _____ day of _____, 2019.

Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Insert Name

_____/_____
By _____/Date
Its _____

State of Alabama)

County of _____)

I, _____, Notary Public in and for said County and State, hereby certify that _____ as _____ of _____, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said _____.

GIVEN under my hand and seal on this the _____ day of _____, 2019.

Notary Public
My Commission Expires



Baldwin County Commission

Agenda Action Form

File #: 19-2167, **Version:** 1

Item #: B9

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Wayne Dyess, County Administrator/Matthew Brown, BRATS Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG20-02 - Provision of Charter Transportation Services for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Charter Transportation Services for the Baldwin County Commission; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Commission has historically utilized an older county-owned coach bus to provide special trips for county related and other functions. The Commission approved an item at the October 1, 2019, Commission meeting to auction this county-owned bus. The County will no longer have a county-owned bus to perform county-requested special trips. Buses managed by the Baldwin Regional Area Transit System were purchased with federal funds and can only be used for special trips if the trip conforms with strict Charter Regulations. This proposed annual bid for charter bus services will provide the Commission with an option for special trips that require a larger vehicle that can transport a large number of passengers.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/15/2019

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Mail Bids

Additional instructions/notes: N/A

BID #WG20-02 SPECIFICATIONS

INSTRUCTIONS AND GENERAL INFORMATION

The Baldwin County Commission is seeking a contract for Charter Transportation Services.

No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer's, but is solely for the purpose of indicating the type, size and quality of equipment considered best adapted to Baldwin County.

Award will be to the lowest responsible bidder meeting specifications. It is not the policy of the Baldwin County Commission to purchase on the basis of low bid only. Quality, conformity with specifications, purchase for which required, terms of delivery, finance package, resale value of equipment, and fast service and experience are among the factors that will be considered in determining the responsive bidder.

The bid shall be based on the premise that the Commission will not be responsible for financing, holding title or licensing of any vehicles. The Contractor must purchase and pay for all fuel utilized for all equipment as required in the performance of this Contract.

BID RESPONSE FORM

Each supplier should use the Response Form provided for their bid. **All exceptions must be listed and attached to the bid response form.**

The Baldwin County Commission intends to award the bid to one vendor.

BIDDER QUALIFICATIONS

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all materials, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials contemplated therein. Conditional bids will not be accepted.

Written responses must be provided for the following areas. Please use a separate sheet to address items "A" thru "D".

- A. Indicate that the company has a **minimum of five (5) years of experience** in the State of Alabama in bus operations and transportation.
- B. Indicate the number and types of buses, including seating capacity and model year, in your fleet, where the buses will be housed during the contract period, and how that location is adequate for the performance of this contract.
- C. Indicate all contracts that your firm has defaulted on in the past seven years.

- D. Indicate the locations of five (5) Contracts you have had in the past three (3) years. Indicate the size of the contract including the number of buses and drivers required. **Include the telephone numbers and names of the responsible companies.**

LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

COMPENSATION INSURANCE

Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all employees to be engaged in work on the project under his contract, and in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000.00 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of acceptance of the work by the County or at the date of the final amounts owed the Contractor by the County, whichever occurs first.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000.00 combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured.

COUNTY'S PROTECTIVE LIABILITY INSURANCE

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$1,000,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

Three (3) executed copies of each subsequent endorsement affecting the coverage of policies and of each cancellation shall be forwarded to the County.

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

The Contractor shall require each of his Subcontractors to produce and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof, in amounts approved by the County.

Three (3) executed copies of each subsequent endorsement affecting the coverage of policies and of each cancellation shall be forwarded to the County.

INDEMNITY AND HOLD HARMLESS PROVISIONS

To the fullest extent allowed by law, the **Contractor** shall indemnify and hold harmless the County, State of Alabama, the Federal Government, and their officers, agents, employees and representatives from and against all claims, damages, losses, demands, payments, suits, actions, recoveries and judgments of every nature and description and expenses, including attorneys' fees and costs, arising out of, resulting from or related to the performance of the Work, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and (2) is caused in whole or in part by an act or omission of the **Contractor**, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The **Contractor** shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of Work until the same shall have been completed and accepted. **Contractor** shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The **Contractor** shall give to the proper authorities all required notices relating to the Work, obtain all official permits and licenses and pay all proper fees. **Contractor** shall make good any injury that may have occurred to any structure or utility in consequence of the Work.

In any and all claims against the County or their officers, agents, employees or representatives by any employee of the **Contractor**, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the "INDEMNITY PROVISIONS" shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the **Contractor** or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The indemnity obligations set forth in the bid documents and the Contract shall survive the expiration or termination of the Contract.

PRICING

Prices quoted shall be firm for the period of **Twelve (12) months** beginning upon the same date as the full execution of the Contract.

Bids are to reflect a cost breakdown for:

1. A per bus, per day in County Transport
2. A per bus, per day Out of County Transport without overnight stay
3. A per bus, per day Out of County Transport with overnight stay

All trips/services are to include and all peripheral costs (i.e. use of the vehicle, labor, materials, equipment, maintenance, gas, licensing, permits, insurance, bond, lodging etc.)

INVOICES

Invoice submitted from the Contractor for each event shall include the following (itemized):

- Date
- Time
- Vehicle
- License Plate
- Number of Passengers
- Itemized Cost of Service
- Number of miles, start time and end time of service.
- Name of event, any known issues or problems.

CONTRACT PERIOD

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) month period.

CONTRACT TERMINATION WITHOUT CLAUSE

The County may be terminated the Contract upon giving thirty (30) days advance written notice of an intention to terminate.

EQUIPMENT

Contractor shall keep all equipment used in the transportation in strict accordance with the State of Alabama Minimum Standards, as well as all federal and local laws. All equipment shall be maintained in sound mechanical condition at all times to pass the required Inspections. Any vehicle that does not comply with inspection requirements shall not be used. All vehicles must have inspections in accordance with all federal, state and local legal requirements.

Contractor shall have working Air Conditioning and Heater and provide equipment as necessary to transport persons in accordance with identified disabilities (wheel chairs).

Buses shall be kept in a clean and sanitary condition at all times and shall not be more than seven (7) years old. All contractor-owned or leased equipment must be open to examination by authorized County personnel during normal working hours.

Contractor shall keep enough standby equipment available to assure that it can provide uninterrupted service in the event of mechanical breakdowns. Standby vehicles shall meet the same standards as regular scheduled vehicles.

OPERATIONS

It shall be a primary obligation of the Contractor to operate its affairs so that the Baldwin County Commission will be assured of the continuous, safe, and reliable service.

Contractor shall provide qualified and appropriate drivers for each vehicle operated in performance of this contract.

Drivers must be fully licensed in accordance with all state and federal laws, rules and regulations. Contractor shall provide all drivers with periodic in-service training relative to all facets of the driver's job. All drivers must comply with the provisions for criminal background investigations. The County may do random inspections of the buses and drivers chartered by the County. When an identified County employee inspects the vehicle, the driver will be required to produce their current CDL, Medical Card during the pre-trip/post trip inspections of bus.

The Baldwin County Commission shall have the right to require the dismissal of any person or driver employed by the Contractor whom, in the Baldwin County Commission opinion, is not qualified or appropriate to operate a bus or otherwise assist the Contractor in performing this contract.

Upon request, Contractor's drivers shall assist any handicapped passengers on and off Contractor's vehicles utilizing the proper device that may be needed. Drivers have responsibility for safely seating the handicapped passenger.

The Contractor must provide drivers that are clearly identifiable. Drivers must wear identifying uniforms, and be experienced. Drivers should be friendly and courteous to all passengers. Drivers will present themselves in a professional manner at all times during contract event period. Failure to do so will disqualify said driver from further contracts with the County.

Coordinate transportation schedules with Baldwin County Commission contact person. Inform the County of any delays/updates.

The Contractor Liaison must have the authority to resolve problems such as scheduling, personnel, vehicle problems, etc. that may occur in connection with this Contract.

The Contractor will be responsible for checking arrival and/or departure times.

The Driver must assist with the loading and removal of all baggage, and other equipment into and out of the vehicle.

Transportation schedules are subject to changes up to and including the day of the event. Schedule changes may affect pick-up and/or departure dates, times and/or locations.

Each bidder shall certify that it shall provide a drug free workplace and conduct drug and alcohol testing on all drivers.

The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of Federal, State, County, Township, and other local government agencies which may in any manner affect the performance of the contract, and in particular any such laws pertaining to safety and license requirements. The Contractor, in performing under this Contract shall not discriminate against any

worker, employee or applicant, or any member of the public because of race, creed, age, sex or national origin, nor otherwise commit an unfair employment practice. If Contractor violates any provisions of any such laws, ordinances, regulations, codes, requirements, etc. then this Contract may be canceled or voided in whole or part.

MANAGEMENT PERSONNEL

The Contractor shall provide a contract manager, and other adequate personnel as necessary to provide proper supervision over its employees and to maintain proper transportation records for County Commission.

SERVICES

The Baldwin County Commission may request transportation services verbally or in writing a minimum of 14 calendar days prior to the proposed trip. All orders must be acknowledged by the Contractor within two (2) calendar days from the date of the order on the Contractors standard confirmation form. If the County requests a trip with less notice than the required 14 days, Contractor's obligations will be subject to the availability of a vehicle.

The Baldwin County Commission reserves the right to cancel any trip with a forty-eight (48) hour notice without penalties/charges.

Parking fees, entrance fees, tolls, and similar incidental trip expenses, if reasonable and necessary for completion of the trip, shall be expenses of the County reimbursable to the Contractor at actual cost. Trip mileage and time shall be from County-requested origin to County-requested destination(s). Added trip mileage or time (if applicable), if approved or ordered by the County, shall be expensed of the County payable to the Contractor at the bid price.

Bid Items 1 through 6 in response form will be individually awarded to the lowest responsible bidder meeting specifications. A bidder may indicate "No-Bid" on any of the items if it does not wish to bid on the particular item.

In the event that the awarded bidder cannot or does not comply with the requirements of this bid for a specific trip request, then the secondary awarded bidder will become the prime supplier for the requested trip. A non-compliant supplier will be noted as non-compliant. After two instances of non-compliance the supplier will be disqualified from future trips under the annual bid.

SUPERVISION OF LOADING AND UNLOADING

The Contractor agrees that the driver of each bus shall supervise the loading and unloading of his/her bus at all pick-up and delivery points and that the Contractor will provide full-time office operations for reporting of transportation problems.

ARRIVAL AND DEPARTURE TIMES

All buses shall be scheduled to arrive no less than five (5) minutes nor more than fifteen (15) minutes prior to the scheduled arrival time and shall depart no less than ten (10) minutes after scheduled time.

BID #WG20-02 RESPONSE FORM

Provision of Charter Transportation Services

Page 1 of 3

Date: _____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Company Name: _____

Address: _____

Company Rep _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Email: _____

Financing through another agency beside yourself _____ or _____
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

Financing Agency Authorized Signature

All exceptions must be listed and attached to the bid response form.

BID #WG20-02 RESPONSE FORM

Provision of Charter Transportation Services

Page 2 of 3

QUESTIONNAIRE

- Please provide information regarding your company and its officers.
- In the past five (5) years has your company or its officers had any Litigation regarding charter bus service? If yes, how many?
- Provide an after-hours contact number for cases of emergency.
- Provide any other information regarding your company, services, awards etc... which will assist in review of your proposal.
- Indicate the information you will require from the County to schedule service under the proposed contract.
- Provide your company emergency procedures for a disabled bus, i.e. accident, breakdown, etc.... to ensure that a backup bus is sent.
- Provide a Certificate of Insurance naming the Baldwin County Commission as additional insured. Baldwin County Commission will also require proof that the insurance company be rated A-9 or equivalent by Best's Financial Strength Rating Guide.
- Provide a letter ensuring each driver is in a qualified Drug and Alcohol testing pool that meets all Federal standards and requirements.
- Responses to Items A through D under Bidder Qualifications.

BID #WG20-02 RESPONSE FORM

Provision of Charter Transportation Services

Page 3 of 3

Bid Items 1 through 6 below will be individually awarded to the lowest responsible bidder meeting specifications. A bidder may indicate “No-Bid” on any of the items if it does not wish to bid on the particular item.

A Trip shall consist of the mileage and time from the County-requested origin to County-requested destination(s).

Bid Pricing

1. A per bus, per day, in-County Trip with a vehicle that can accommodate up to 28 passengers.
\$_____ per mile
\$_____ for first _____ hours and \$_____ per hour thereafter
2. A per bus, per day, out-of-County Trip without overnight stay with a vehicle that can accommodate up to 28 passengers.
\$_____ per mile
\$_____ for first _____ hours and \$_____ per hour thereafter
3. A per bus, per day, out-of-County Trip with overnight stay with a vehicle that can accommodate up to 28 passengers.

\$_____ per mile
\$_____ for first _____ hours and \$_____ per hour thereafter
4. A per bus, per day, in-County Trip with a vehicle that can accommodate up to 45 passengers.
\$_____ per mile
\$_____ for first _____ hours and \$_____ per hour thereafter
5. A per bus, per day, out-of-County Trip without overnight stay with a vehicle that can accommodate up to 45 passengers.
\$_____ per mile
\$_____ for first _____ hours and \$_____ per hour thereafter
6. A per bus, per day, out-of-County Trip with overnight stay with a vehicle that can accommodate up to 45 passengers.
\$_____ per mile
\$_____ for first _____ hours and \$_____ per hour thereafter

State of Alabama)
County of Baldwin)

CONTRACT FOR CHARTER TRANSPORTATION SERVICES

This Contract for **Charter Transportation** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission and PROVIDER, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas,

Whereas,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

I. Definitions. The following terms shall have the following meanings:

- A. COUNTY: Baldwin County, Alabama
- B. COMMISSION: Baldwin County Commission
- C. PROVIDER:

II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional and construction services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

III. Recitals Included. The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.

IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.

VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or

unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, Alabama 36507

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of **“Competitive Bid #WG20-02”**, the same being expressly incorporated herein by reference, and without limitation will encompass:

“All provision and conditions and/or specifications listed/stated in Competitive Bid #WG20-02 named, Provision of Charter Transportation Services for the Baldwin County Commission”.

A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.

C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.

B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The COUNTY may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be \$_____. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon the expiration of twelve (12) months or upon written notification thereof received by either party within the required thirty (30) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIV. Indemnification. Provider shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all

personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

XXV. Number of Originals. This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

XXVI: Governing Law: This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

XXVII: Insurance: Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

XXVIII: Surety: As a material inducement for the County to enter this Agreement, any and all bond and/or surety guarantees required by the County in reference to the Project shall be in a form acceptable to the County and shall, without limitation, meet the following requirements:

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

_____/_____
CHARLES F. GRUBER, Chairman /Date

_____/_____
WAYNE DYESS /Date
County Administrator

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, Charles F. Gruber, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the _____ day of _____, 2019.

Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Insert Name

By _____/Date
Its _____

State of Alabama)

County of Baldwin)

I, _____, Notary Public in and for said County and State, hereby certify that _____ as _____ of _____, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said _____.

GIVEN under my hand and seal on this the _____ day of _____, 2019.

Notary Public
My Commission Expires



Baldwin County Commission

Agenda Action Form

File #: 19-2101, **Version:** 1

Item #: B10

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Wayne Dyess, County Administrator

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Architectural Services for the Construction of a New Baldwin County Animal Shelter Intake Building Located in Summerdale, Alabama for the Baldwin County Commission

STAFF RECOMMENDATION

Approve the attached AIA contract for the architectural services with **Allred Stolarski Architects, PA** for the construction of a new Baldwin County Animal Shelter Intake Building in the amount of **6%** of the construction cost plus normal reimbursable expenses and authorize the Chairman to execute the Contract.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Proposals were solicited for the design of a new Animal Shelter Intake Building to be located in Summerdale, Alabama from all eleven (11) Architects that were approved on the County's 2019 All-Call List. Five (5) Architect firms submitted a fee proposal. The Architect, John Stolarski with Allred Stolarski Architects submitted the lowest price for the architectural services in the amount of 6% of the construction cost plus normal reimbursable expenses (postage, printing, mileage, etc.). The fee proposal includes any Civil, Structural, Fire Protection, Mechanical, Plumbing and Electrical Engineering required to design this project. Recommend the Commission approve the attached AIA Contract and authorize the Chairman to execute Contract. Tabulation attached for review.

FINANCIAL IMPACT

Total cost of recommendation: 6% of Construction Cost

Budget line item(s) to be used: 55410.5527

If this is not a budgeted expenditure, does the recommendation create a need for funding? N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

AIA Contract

Reviewed/approved by: David Conner, County Attorney

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/15/2019

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed): Letter to Vendors

Additional instructions/notes: N/A

REQUEST FOR FEE PROPOSALS FOR ARCHITECTURAL SERVICES - TABULATION
Baldwin County Animal Shelter Intake Building

BIDDER: Allred Stolarski Architects	
Fee Proposal:	6.0%
<p>Percentage fee of 6.0% of the construction cost of project (or final estimate should the project not move forward) for full design services required for the above referenced project. This fee includes any Civil, Structural, Fire Protection, Mechanical, Plumbing and Electrical Engineering required to design this project. Topographical Survey and Geotechnical Investigation services are not included in this proposal and shall be handled as reimbursable expenses. Reimbursables will be direct pass-thru expenses without mark-up.</p>	

BIDDER: Baker LPA Group, LLP	
Fee Proposal:	\$55,400.00
<p>Percentage fee includes Civil, Structural, Mechanical and Electrical. It does not include Fire Protection, Survey or Geotechnical services, USGBC LEED certification services, or a detailed cost estimate.</p>	

BIDDER: Goodwyn Mills Cawood	
Fee Proposal:	Task 1. Preliminary Design \$4,000.00
<p>Design Workshop Visual review of property Develop General Scope of Work & Narrative Preliminary Design Cost Estimate</p>	
Task 2. Construction Documents, Bidding & Constr. Admin	
<p>Provide BC signed & sealed construction documents & project manual for bidding & construction purposes. This shall include basic services for the following: Civil Engineering, Structural Engineering, Architecture and Interior Design Mechanical Engineering including fire Protection Electrical Engineering including Fire Alarm Fee for Task 2 shall be determined once Task 1 is completed and scope of work and budget defined.</p>	
GMC's proposed Basic Services Fee Rates as a % Cost of Work:	
Cost of Work	Fee in Percentage
2,000,001 - 2,500,000	6.6%
2,500,001 - 3,000,000	6.5%
3,000,001 - 3,500,000	6.4%
3,500,001 - 4,000,000	6.3%
4,000,001 - 5,000,000	6.2%
<p>Additional services provided in house include: Surveying - Boundary & Topographic, Geotechnical Investigation & Report, Construction Material Testing & Special Inspections, Landscape Architecture, Environmental Engineering. Additional services can be performed as part of GMC Owner Architect Agreement or under separate contract by the county. If GMC provides these services, a separate proposal will be provided for each service requested.</p>	

BIDDER: McCollough Architecture	
Fee Proposal:	7.7% (fee is based on Building Commission Fee Schedule) (if estimated cost of construction is \$500,000.00)
<p>Provide preliminary design & cost estimate (20% of Fee) Prepare Final design (20% of Fee) Prepare Construction Documents (45% of Fee) Assist the Owner in bidding process (5%) Construction Phase Services (10% of Fee/ includes 5 site visits during const.) Any additional services needed to construct the new building</p>	
<p>This fee includes structural, mechanical, plumbing, and electrical engineering. Fee does not include Civil/Geotechnical engineering, interior design, and other specialized consultants. Should the Owner request or require additional work or services beyond the scope of this proposal, the following hourly rates shall apply.</p>	
Classification	Hourly Billing Rate
Architect (Principal)	\$150.00
Structural Engineer	\$150.00
Landscape Architect	\$125.00
CAD Technician	\$85.00
Other	Cost Plus 15%

BIDDER: Mott MacDonald	
Fee Proposal:	Task 1. Programming \$4,500.00
<p>Meeting with Animal Shelter staff to determine project functionality, building form, cost, project phasing and future growth of the facility. Mott MacDonald is to verify existing equipment, spaces and the opinions of the complex operators and users. A program documents is to be developed and presented to the animal shelter.</p>	
Task 2. Schematic Design	
<p>The preliminary design development of all consultants groups of information relating to civil engineering, structural engineering, architectural, and mechanical, electrical & plumbing engineering. The project is to be defined to a schematic level which allows the owner/end users to approve the design before it proceeds to design development.</p>	
Task 3. Design Development	
<p>The schematic design is developed to a more detailed level where building construction materials and systems are integrated into the design. Communications will continue with owner to keep them informed and coordinate design progress.</p>	
Task 4. Construction Plans & Specifications	
<p>Civil Site Plan, Grading & Drainage Plan, Site Utilities Plan, Site Erosion and Sediment Control Plan, Site Details, Structural Building Plans, Architectural Floor Plans, Architectural Elevations, Window and Door Schedules, Reflected Ceiling Plans, Building Sections, Wall Sections, and Details, Mechanical, Plumbing & Electrical Plans</p>	
Task 5. Bidding & Negotiations, and Construction Administration	
Task 6. Construction Administration	
Lump Sum Fee:	<\$69,620> (lump sum based on ABC Fee Schedule: Building Group III \$800,001-\$900,000 project cost + 7.4% fee plus additional service for programming)
Reimbursable expenses: (not included)	
<p>Printing, drawing reproduction cost, postage, courier deliveries, mileage and miscellaneous expenses will be invoiced at cost plus 10%.</p>	
<p>Not included in price boundary and topographic survey. No Geotechnical services are included. Owner is to provide a third party special inspections. Mott MacDonald is not responsible for this work item. No included Landscape Architect, permit fees and advertising fees during bidding process. Any additional services will be furnished on an hourly basis or an agreed lump sum/percentage of construction fee adjustment, plus expenses.</p>	



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Sixteenth day of September in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
Telephone: 251-580-2520

and the Architect:
(Name, legal status, address and other information)

Allred Stolarski Architects, PA
605 Bel Air Blvd., Suite 11
Mobile AL 36606
Telephone: 251-219-6823

for the following Project:
(Name, location and detailed description)

New Baldwin County Animal Shelter Intake Building
15050 Co. Rd. 49
Summerdale, AL 36580

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

To be derived in the programming phase of the project.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To be derived in the programming phase of the project.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

To be derived in the programming phase of the project.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Complete Design Services and Publicly Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Wanda Gautney, Purchasing Director - (251) 580-2520
Wayne Dyess, County Administrator - (251) 580-2550

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Wanda Gautney, Purchasing Director, Baldwin County

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Southern Earth Sciences
105 AL-59
Summerdale, AL 36580

Init.

.2 Surveyor:

Smith Clark & Associates
PO Box 7082
Spanish Fort, AL 36577

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

John Stolarski, AIA
Allred Stolarski Architects
605 Bel Air Blvd., Suite 11
Mobile, AL 36606

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural/Civil Engineer:

Leib Engineering Company
PO Box 2266
Fairhope, AL 36532

.2 Mechanical Engineer:

H.M. Yonge and Assoc. Consulting Engineers, Inc.
253 St. Anthony Street
Mobile, AL 36603

.3 Electrical Engineer:

H.M. Yonge and Assoc. Consulting Engineers, Inc.
253 St. Anthony Street
Mobile, AL 36603

§ 1.1.11.2 Consultants retained under Supplemental Services:

None

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage

than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

(Paragraph deleted)

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Incl.
§ 4.1.1.2 Multiple preliminary designs	Incl.
§ 4.1.1.3 Measured drawings	Incl.
§ 4.1.1.4 Existing facilities surveys	Incl.

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.5 Site evaluation and planning	Incl.
§ 4.1.1.6 Building Information Model management responsibilities	Incl.
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Incl.
§ 4.1.1.9 Landscape design	Incl.
§ 4.1.1.10 Architectural interior design	N/A
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Incl.
§ 4.1.1.13 On-site project representation	Owner
§ 4.1.1.14 Conformed documents for construction	Incl.
§ 4.1.1.15 As-designed record drawings	Incl.
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Incl.
§ 4.1.1.21 Telecommunications/data design	Incl.
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Two (2) visits to the site by the Architect during construction per month minimum
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants named herein.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

(Paragraphs deleted)

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by,

mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, and assigns to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

If the project moves forward to completion Six (6.0) % of the Construction Cost .
If the project does not move forward, the Architect shall be paid based on the percentage of the services completed based on the final estimate.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

N/A.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Response to specific needs for Additional Services will be made only as requested by the Owner. Compensation for these services shall be on an Hourly Basis in accordance with Allred Stolarski Architects Standard Hourly Rate Sheet Attachment A with the work to be performed only upon prior authorization and approval by the Owner.

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;

Init.

- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project;
- .9 All taxes levied on and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-Five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

2.0 % Two percent per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
(Paragraphs deleted)

.2 Other documents:

(List other documents, if any, forming part of the Agreement.)

1. ASA – Baldwin County Animal Shelter Intake Building Proposal letter dated August 8, 2019.
2. ASA hourly rates (2019).

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

John Stolarski, Vice-President

(Printed name, title, and license number, if required)

August 8, 2019

Wanda Gautney – Purchasing Director
Baldwin County Purchasing Department
257 Hand Avenue
Bay Minette, Alabama 36507

Wanda:

We appreciate the opportunity to provide Baldwin County with this proposal for Architectural Design Services for to the proposed new Baldwin County Animal Shelter Intake Building.

We understand the scope of this project based on the "Request for Fee Proposals for Architectural Services" email dated July 31, 2019 to be as required below:

- Review of the current proposed property
- Conduct a design workshop to establish design parameters and programming for a new animal shelter intake building, including meetings with county staff
- Visual review of property available for new intake building
- Develop a general scope of work and narrative description for the new intake building
- Provide a preliminary design and cost estimate
- Prepare Final Design
- Prepare Construction Documents
- Facilitate the Bidding/Award process
- Construction Administration Services

We propose a percentage fee of 6.0% of the construction cost of the project (or final estimate should the project not move forward) for full design services required for the above referenced project. This fee includes any Civil, Structural, Fire Protection, Mechanical, Plumbing and Electrical Engineering required to design this project.

Topographical Survey and Geotechnical Investigation services are not included in this proposal and shall be handled as reimbursable expenses. This work shall be coordinated by ASA on Baldwin County's behalf. Reimbursables will be direct pass-thru expenses without mark-up.

If you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,



John Stolarski, AIA
Vice-President

ALLRED STOLARSKI ARCHITECTS, PA
2019 STANDARD HOURLY RATES

Principal	\$185.00
Project Architect	\$160.00
Digital Rendering / Graphic Designer	\$90.00
Interior Designer	\$90.00
Construction Administrator	\$90.00
Intern Architect	\$80.00
Clerical	\$60.00

Additions and Deletions Report for AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:28:42 ET on 09/18/2019.

PAGE 1

AGREEMENT made as of the Sixteenth day of September in the year 2019

...

Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
Telephone: 251-580-2520

...

Allred Stolarski Architects, PA
605 Bel Air Blvd., Suite 11
Mobile AL 36606
Telephone: 251-219-6823

...

New Baldwin County Animal Shelter Intake Building
15050 Co. Rd. 49
Summerdale, AL 36580

PAGE 2

To be derived in the programming phase of the project.

...

To be derived in the programming phase of the project.

...

To be derived in the programming phase of the project.

PAGE 3

TBD

...

TBD

...

TBD

...

N/A

...

Complete Design Services and Publicly Bid

...

N/A

...

Wanda Gautney, Purchasing Director - (251) 580-2520
Wayne Dyess, County Administrator - (251) 580-2550

...

Wanda Gautney, Purchasing Director, Baldwin County

...

Southern Earth Sciences
105 AL-59
Summerdale, AL 36580

PAGE 4

.2 ~~Civil Engineer:~~ Surveyor:

Smith Clark & Associates
PO Box 7082
Spanish Fort, AL 36577

...

John Stolarski, AIA
Allred Stolarski Architects
605 Bel Air Blvd., Suite 11
Mobile, AL 36606

...

.1 ~~Structural~~ Structural/Civil Engineer:

Leib Engineering Company
PO Box 2266
Fairhope, AL 36532

...

H.M. Yonge and Assoc. Consulting Engineers, Inc.
253 St. Anthony Street
Mobile, AL 36603

...

H.M. Yonge and Assoc. Consulting Engineers, Inc.
253 St. Anthony Street
Mobile, AL 36603

PAGE 5

None

...

N/A

...

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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~~§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

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§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, ~~as an Additional Service,~~ consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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§ 4.1.1.1	Programming	<u>Incl.</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Incl.</u>
§ 4.1.1.3	Measured drawings	<u>Incl.</u>
§ 4.1.1.4	Existing facilities surveys	<u>Incl.</u>
§ 4.1.1.5	Site evaluation and planning	<u>Incl.</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Incl.</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Incl.</u>
§ 4.1.1.9	Landscape design	<u>Incl.</u>
§ 4.1.1.10	Architectural interior design	<u>N/A</u>
§ 4.1.1.11	Value analysis	<u>N/A</u>

§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Incl.</u>
§ 4.1.1.13	On-site project representation	<u>Owner</u>
§ 4.1.1.14	Conformed documents for construction	<u>Incl.</u>
§ 4.1.1.15	As-designed record drawings	<u>Incl.</u>
§ 4.1.1.16	As-constructed record drawings	<u>Contractor</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>N/A</u>
§ 4.1.1.18	Facility support services	<u>N/A</u>
§ 4.1.1.19	Tenant-related services	<u>N/A</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Incl.</u>
§ 4.1.1.21	Telecommunications/data design	<u>Incl.</u>
§ 4.1.1.22	Security evaluation and planning	<u>N/A</u>
§ 4.1.1.23	Commissioning	<u>N/A</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>N/A</u>
§ 4.1.1.25	Fast-track design services	<u>N/A</u>
§ 4.1.1.26	Multiple bid packages	<u>N/A</u>
§ 4.1.1.27	Historic preservation	<u>N/A</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Owner</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30	Other Supplemental Services	<u>Not Provided</u>

PAGE 12

N/A

PAGE 13

N/A

...

- ~~.5 — Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;~~
- ~~.6 — Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- ~~.7 — Preparation for, and attendance at, a public presentation, meeting or hearing;~~

...

- ~~.1 — Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;~~
- ~~.2 — Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;~~
- ~~.3 — Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~

...

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Two (2) visits to the site by the Architect during construction per month minimum

- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

PAGE 14

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 16

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants, consultants named herein.

PAGE 17

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~

~~§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

...

☒ Litigation in a court of competent jurisdiction

PAGE 19

None

...

None

...

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, ~~assigns, and legal representatives and assigns~~ to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

PAGE 20

~~()~~ % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. If the project moves forward to completion Six (6.0) % of the Construction Cost .
If the project does not move forward, the Architect shall be paid based on the percentage of the services completed based on the final estimate.

PAGE 21

N/A

...

N/A.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0 %), or as follows:

...

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Procurement Bidding Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)

...

Response to specific needs for Additional Services will be made only as requested by the Owner. Compensation for these services shall be on an Hourly Basis in accordance with Allred Stolarski Architects Standard Hourly Rate Sheet Attachment A with the work to be performed only upon prior authorization and approval by the Owner.

PAGE 22

- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, ~~or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants; Project;~~
- .9 All taxes levied on ~~professional services~~ and on reimbursable expenses;

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

...

§ 11.9 ~~Architect's Insurance.~~ If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

~~(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)~~

...

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-Five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

2.0 % Two percent per annum

...

N/A
PAGE 23

~~.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~(Insert the date of the E203 2013 incorporated into this agreement.)~~

~~.3 Exhibits:~~

~~(Check the appropriate box for any exhibits incorporated into this Agreement.)~~

~~[] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~

~~(Insert the date of the E204 2017 incorporated into this agreement.)~~

~~[] Other Exhibits incorporated into this Agreement:~~

~~(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)~~

~~.4 Other~~

~~.2 Other documents:~~

...

1. ASA – Baldwin County Animal Shelter Intake Building Proposal letter dated August 8, 2019.

2. ASA hourly rates (2019).

...

John Stolarski, Vice-President



Baldwin County Commission

Agenda Action Form

File #: 19-2117, **Version:** 1

Item #: B11

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Brian Peacock, CIS Director/Kenny Mcilwain, GIS Manager

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Contract for Expanding ArcGIS Online Platform and GIS Database Support Services for the Baldwin County Commission

STAFF RECOMMENDATION

Approve the Contract with **Keet Consulting Services, LLC**, for Expanding ArcGIS Online Platform and GIS Database Support Services as follows and authorize the Chairman to execute the Contract. (Contract effective for thirty-six (36) months commencing on the same date as full execution).

Annual Support Cost for Hosting ArcGIS

Year 1: \$24,400.00

Year 2: \$23,400.00

Year 3: \$23,400.00

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The CIS Staff is requesting that the Commission approve a Contract with Keet Consulting Services, LLC, for expanding the Baldwin County's ArcGIS Online abilities and GIS database support services. During the October 4, 2016 meeting the Commission awarded a Contract through a Request for Proposals process with Keet Consulting Services, LLC. The County only received one proposal. The original three-year Contract is set to expire on November 1, 2019. Keet Consulting Services, LLC, submitted a new quoted for the ArcGIS Server Hosting as follows: Annual Support cost for Year 1 - \$24,400.00; Year 2 - \$23,400.00; Year 3 - \$23,400.00. Funds have been budgeted to cover any expenses incurred in Fiscal Year 2020.

FINANCIAL IMPACT

Total cost of recommendation: \$24,400.00 year 1

Budget line item(s) to be used: 51965.5151.1506

If this is not a budgeted expenditure, does the recommendation create a need for funding? N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
Standard County Contract

Reviewed/approved by: David Conner, County Attorney

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/15/2019

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed): Letter
to Vendor

Additional instructions/notes: N/A

Baldwin County 3 Year Proposal



ArcGIS Server

ArcGIS Server (AGS) Hosting – AGS Hosting allows an organization to take advantage of Enterprise level capabilities with Esri software technology via secure, cloud based services. KCS employs the use of its Application Service Provider (ASP) licensing with Esri to host GIS Enterprise Level databases for customers. The data is setup initially in an ArcSDE (Spatial Database Engine) geodatabase to allow for a scalable environment as organizations continue to grow in their GIS needs. Various services (i.e., map, feature, geodata, and imagery) are setup, configured, and maintained based on the requirements of the customer. The base package includes a ten (10) GB Server hard drive allotment and up to twenty-five (25) feature classes. The data may be updated in any cycle desired by the client. The many benefits of a hosted solution include: Minimal up-front investment; Rapid implementation; High quality service at low cost; Zero maintenance; Flexible and scalable; Offsite storage of critical data; No hardware to purchase; and Highly skilled technical support.

- **HAS Model** - KCS will create a HAS Model in which KCS is the Hub hosting the GeoDatabase via internet delivery to Baldwin County as a Spoke with updates pushed back as changes are synchronized with the Hub. An intrinsic replica at the Spoke allows GeoDatabase access in the event internet access is not immediately available synchronizing changes to the Hub when access is reestablished. In addition, having KCS host the database allows for an off-site backup of the critical GIS data for the County. Initial training on proper operation of the HAS Model is included via web-session(s) to the specified editor(s).

AGS Hosting - Offering:

- **Base hosting package**
 - ✓ Compile and process the various features/databases
 - ✓ Setup and configure map/feature services within AGS
 - ✓ Setup (5) Maps & Apps within Web Gallery
- **Add-ons**
 - ✓ Hub and Spoke (HAS) Model (1 spoke)
 - ✓ Collector App (supporting up to 5 users)
 - ✓ Additional (25) Feature Classes
 - Setup Additional (25) Feature Classes (Block discount)
 - ✓ (10) Additional Maps & Apps
 - Setup (10) Additional Maps & Apps (Block discount)



- **Support Services (Monthly)** -- Support (commonly known as GIS Technical Manager for Hire) is a critical aspect to ensuring the success of any project. It is KCS's recommendation to leverage support and maintenance for the Baldwin County GIS. The main point of contact for all inquiries being the County GIS Department. The following items requiring support includes:

- a) Geodatabase Support
- b) Geodatabase Management
- c) ESRI software upgrades (ex. 10 – 10.7)
 - 1) ArcGIS Desktop
- d) General GIS Support & Services

Year 1

Description	Comments	Price	Units/Hours	Total
ArcGIS Server (AGS) Hosting	Monthly Hosting	\$850.00	12	\$10,200.00
GIS Support Services	KCS Support	\$950.00	12	\$11,400.00
REST endpoint setup and configuration	One-Time Fee	\$1,000.00	1	\$1,000.00
REST endpoint hosting monthly	Solid waste data	\$150.00	12	\$1,800.00
Totals				\$24,400.00

Year 2

Description	Comments	Price	Units/Hours	Total
ArcGIS Server (AGS) Hosting	Monthly Hosting	\$850.00	12	\$10,200.00
GIS Support Services	KCS Support	\$950.00	12	\$11,400.00
REST endpoint hosting monthly	Solid waste data	\$150.00	12	\$1,800.00
Totals				\$23,400.00

Year 3

Description	Comments	Price	Units/Hours	Total
ArcGIS Server (AGS) Hosting	Monthly Hosting	\$850.00	12	\$10,200.00
GIS Support Services	KCS Support	\$950.00	12	\$11,400.00
REST endpoint hosting monthly	Solid waste data	\$150.00	12	\$1,800.00
Totals				\$23,400.00

9/24/2019

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•
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If you have any questions please do not hesitate to call or email. Thank you for the opportunity to serve you.

Sincerely,

L. Ethan Southern
2501 Meadowview Lane
Suite 202
Pelham, AL 35124
205-540-4494



State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for **Professional Services** is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission and Keet Consulting Services, LLC, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, the COUNTY, through its Communications and Information Systems Department (CIS), maintains and supports the Baldwin County Expanding ArcGIS Online Platform and GIS Database Support Services; and

Whereas, the COUNTY finds that it requires additional resources to assist with the ArcGIS Server Hosting and desires to procure such services; and

Whereas, the PROVIDER has expressed his willingness and is capable of providing such services; and

Whereas, the COUNTY and the PROVIDER now wish to and do hereby enter this Contract for the provisions of said services subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

I. Definitions. The following terms shall have the following meanings:

- | | |
|----------------|-------------------------------|
| A. COUNTY: | Baldwin County, Alabama |
| B. COMMISSION: | Baldwin County Commission |
| C. PROVIDER: | Keet Consulting Services, LLC |

II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

III. Recitals Included. The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.

IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

VII. Legal Compliance. PROVIDER shall at all times comply with all applicable federal, State, local and municipal laws and regulations.

VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the

remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: Keet Consulting Services, LLC
2501 Meadowview Lane, Suite 202
Pelham, AL 35124
Attn: L. Ethan Southern

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified **contractor**. The general scope of work for the services

is set forth in “Exhibit A”, the same being expressly incorporated herein by reference, and without limitation will encompass:

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be as listed on “Attachment A”. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective for thirty-six (36) months and commence immediately upon the same date as its full execution and shall terminate upon either the expiration of thirty-six (36) months, or upon a notification thereof received by either party within the required thirty (30) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIV. Indemnification. Provider shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

XXV. Number of Originals. This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

XXVI: Governing Law: This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

XXVII: Insurance: Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The worker's compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and

County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

_____/_____
CHARLES F. GRUBER, Chairman /Date

_____/_____
WAYNE DYESS, /Date
County Administrator

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, Charles Gruber, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as County Administration, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the _____ day of _____, 2019.

Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Keet Consulting Services, LLC

_____/_____
By _____/Date
Its _____

State of Alabama)
County of _____)

I, _____, Notary Public in and for said County and State, hereby certify that
_____ as _____ of Keet Consulting Services, LLC, whose name is
signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day
that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the
same bears date for and as an act of said Keet Consulting Services, LLC.

GIVEN under my hand and seal on this the _____ day of _____, 2019.

Notary Public
My Commission Expires



Baldwin County 3 Year Proposal



ArcGIS Server

ArcGIS Server (AGS) Hosting – AGS Hosting allows an organization to take advantage of Enterprise level capabilities with Esri software technology via secure, cloud based services. KCS employs the use of its Application Service Provider (ASP) licensing with Esri to host GIS Enterprise Level databases for customers. The data is setup initially in an ArcSDE (Spatial Database Engine) geodatabase to allow for a scalable environment as organizations continue to grow in their GIS needs. Various services (i.e., map, feature, geodata, and imagery) are setup, configured, and maintained based on the requirements of the customer. The base package includes a ten (10) GB Server hard drive allotment and up to twenty-five (25) feature classes. The data may be updated in any cycle desired by the client. The many benefits of a hosted solution include: Minimal up-front investment; Rapid implementation; High quality service at low cost; Zero maintenance; Flexible and scalable; Offsite storage of critical data; No hardware to purchase; and Highly skilled technical support.

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 - ✓ Setup and configure map/feature services within AGS
 - ✓ Setup (5) Maps & Apps within Web Gallery
- **Add-ons**
 - ✓ Hub and Spoke (HAS) Model (1 spoke)
 - ✓ Collector App (supporting up to 5 users)
 - ✓ Additional (25) Feature Classes
 - Setup Additional (25) Feature Classes (Block discount)
 - ✓ (10) Additional Maps & Apps
 - Setup (10) Additional Maps & Apps (Block discount)



- **Support Services (Monthly)** -- Support (commonly known as GIS Technical Manager for Hire) is a critical aspect to ensuring the success of any project. It is KCS's recommendation to leverage support and maintenance for the Baldwin County GIS. The main point of contact for all inquiries being the County GIS Department. The following items requiring support includes:

- a) Geodatabase Support
- b) Geodatabase Management
- c) ESRI software upgrades (ex. 10 – 10.7)
 - 1) ArcGIS Desktop
- d) General GIS Support & Services

Year 1

Description	Comments	Price	Units/Hours	Total
ArcGIS Server (AGS) Hosting	Monthly Hosting	\$850.00	12	\$10,200.00
GIS Support Services	KCS Support	\$950.00	12	\$11,400.00
REST endpoint setup and configuration	One-Time Fee	\$1,000.00	1	\$1,000.00
REST endpoint hosting monthly	Solid waste data	\$150.00	12	\$1,800.00
Totals				\$24,400.00

Year 2

Description	Comments	Price	Units/Hours	Total
ArcGIS Server (AGS) Hosting	Monthly Hosting	\$850.00	12	\$10,200.00
GIS Support Services	KCS Support	\$950.00	12	\$11,400.00
REST endpoint hosting monthly	Solid waste data	\$150.00	12	\$1,800.00
Totals				\$23,400.00

Year 3

Description	Comments	Price	Units/Hours	Total
ArcGIS Server (AGS) Hosting	Monthly Hosting	\$850.00	12	\$10,200.00
GIS Support Services	KCS Support	\$950.00	12	\$11,400.00
REST endpoint hosting monthly	Solid waste data	\$150.00	12	\$1,800.00
Totals				\$23,400.00

9/24/2019

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If you have any questions please do not hesitate to call or email. Thank you for the opportunity to serve you.

Sincerely,

L. Ethan Southern
2501 Meadowview Lane
Suite 202
Pelham, AL 35124
205-540-4494



Baldwin County Commission

Agenda Action Form

File #: 19-2168, **Version:** 1

Item #: B12

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Probate Judge, Harry D'Olive/Probate Chief Clerk, Dean Mott

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Rental of One (1) Copy Machine for the Baldwin County Judge of Probate Elections Division located in Bay Minette, Alabama

STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the rental agreement with Sharp Electronics Corporation for the rental of one (1) new copy/scanner/fax machine off the State of Alabama bid for thirty-six (36) months effective the date of execution as follows:

Location: Judge of Probate, Elections Division - Bay Minette, AL

Model: MX-3551

Price: \$123.55/month

Excess Charge/copy: \$0.0072 BW/ \$0.045 Color

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The current copy machine lease agreement for Judge of Probate, Elections Division located in Annex IV Building in Bay Minette has expired.

Sharp Electronics Corporation has submitted the rental agreement to replace the old copy machine with a new machine. The rental agreement is for thirty-six (36) months off the State of Alabama bid and will include all supplies, toner and developer. The new cost proposal is \$123.55 per month.

FINANCIAL IMPACT

Total cost of recommendation: \$1,482.60 per year

Budget line item(s) to be used: 51300.5223

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
State Bid Rental Agreement

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/15/2019

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Letter to Vendor

Additional instructions/notes: N/A

Order # B276

Sharp Electronics Corporation

Order Address: One Sharp Plaza Box Q, Mahwah, NJ 07495

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

STATE CONTRACT RENTAL AGREEMENT

BILL TO:

Baldwin County Commission

312 Courthouse Square Suite 11

Bay Minette, AL 36507

TELEPHONE # (251) 580-1911

Contact: Sherry Smith

DATE

SHIP TO:

Probate Judge's Office

Elections

220 Courthouse Square

Bay Minette, AL 36507

TELEPHONE # 251-580-2501

Contact: Dean Mott or Violetta Smith

BEGINNING METER READ

TERM: 3 YR. Agreement under the provisions of State of Alabama
Contract # T190-PA3091-AL04

RATE: Monthly
Base Charge: \$123.55 Copies Included N/A Excess Charge
Per Copy \$ \$.0450 color \$.0072 b/w

3 Yr Equip. Total \$4,447.80

Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	MX-3551			
	MX-TU16			
	MX-DE25			
	MX-FX15			
		REPLACES #65061938		

(PAGE 2)

SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O Copy Products Company will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

SERVICE

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O Copy Products Company and the LESSEE will at their option, replace said equipment if necessary during the term of contract to maintain customer satisfaction.

TERMS AND CONDITIONS

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE _____ TITLE _____ DATE _____
LESSOR Christine Bush TITLE Senior Government Account Manager DATE 9/30/19



Baldwin County Commission

Agenda Action Form

File #: 19-2139, **Version:** 1

Item #: B13

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Terri Graham, Solid Waste Director/Daniel Wells, CDG Engineers & Associates, Inc.

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Request for Proposals (RFP) for Developing a Baldwin County Solid Waste Gas-to-Energy Project Located at the Magnolia Sanitary Landfill

STAFF RECOMMENDATION

Authorize staff to begin negotiations with **AEP Renewable Fuels, LLC**, so that a final recommendation for award can be made to the Baldwin County Commission for the Baldwin County Solid Waste Landfill Gas-to-Energy project located at the Magnolia Sanitary Landfill.

BACKGROUND INFORMATION

Previous Commission action/date:

07/16/2019 meeting: Authorized the Purchasing Director to solicit a Request for Proposals (RFP) for Developing a Baldwin County Solid Waste Landfill Gas-to-Energy project.

Background: During the July 16, 2019 meeting of the Baldwin County Commission, the Commission approved the Request for Proposal (RFP) for Developing a Baldwin County Solid Waste Gas-to-Energy project at the Magnolia Sanitary Landfill. Three (3) vendors submitted proposals and were reviewed by Solid Waste Director, Terri Graham, Landfill Manager, Ed Fox, Engineer, Daniel Wells, and Purchasing Director, Wanda Gautney. The County committee and Engineer, Daniel Wells, has selected AEP Renewable Fuels, LLC, who offered the most advantageous proposal to the County for this project. The Engineer, Daniel Wells has submitted a letter of recommendation for Commission review. Staff recommendation is to authorize staff to begin negotiations with AEP Renewable Fuels, LLC, so that a final recommendation for award can be made to the Baldwin County Commission for the Baldwin County Solid Waste Landfill Gas-to-Energy project located at the Magnolia Sanitary Landfill.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding? N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/15/2019

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed): Letter
to Vendors

Additional instructions/notes: N/A



Engineering. Environmental. Answers.

1840 East Three Notch Street
Andalusia, AL 36421
Post Office Box 278
Andalusia, AL 36420
Tel (334) 222-9431
Fax (334) 222-4018

www.cdge.com

September 24, 2019

Ms. Wanda Gautney
Purchasing Director
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

Ms. Gautney:

**Re: Recommendation of Award
Landfill Gas-To-Energy Project
Magnolia Sanitary Landfill
Baldwin County Commission**

We have reviewed the proposals that were received August 19, 2019 for the referenced project. After review, we recommend that the BCC proceed with contract negotiations with **AEP Renewable Fuels, LLC (AEP)**. AEP has submitted a proposal under **Development Option 2 – Vendor Owned RNG plant**.

If you should have any questions or need any additional information, please feel free to give us call.

Sincerely,

CDG Engineers & Associates, Inc.

R. Daniel Wells, P.E.
Principal Engineer

RW/mw

Enc.

ALBERTVILLE

ANDALUSIA

AUBURN

DOTHAN

GADSDEN

HOOVER

HUNTSVILLE

Comments and Recommendations
On
Proposal from AEP Renewable Fuels, LLC

Letter of Transmittal and Development Option Proposed:

- **Development Option 2 – Vendor Owned RNG plant.**
- RNG plant connected to Riviera pipeline.
- AEP to pay a flat rate of \$4.00 / MMBtu over the project life of 15 years.

Vendor Information Notes:

- AEP Renewable Fuels, LLC – lists date of incorporation of 10/09/2019.
 - Project financing will be accomplished with internal equity at 15-20% and bank financing.

Compensation Notes:

- AEP will pay to BCC for biogas flow a flat rate of \$4.00 / MMBtu over the project life of 15 years.
- No capital investment required by BCC for RNG plant and pipeline.
- Assumes that BCC will provide ongoing capital expense associated with NSPS and LFGCCS expansions in accordance with Title V Air Operating Permit system expansion requirements.
- AEP is proposing to contribute up to \$100,000 to densify the wellfield in order to increase LFG production.
- Purchase price of LFG:
 - **\$4.00 / MMBtu**
 - Paid monthly
 - Flat rate over the project life
 - Estimated annual Revenue to BCC (first year) **\$699,098.00**
 - 15-year Anticipated Revenue to BCC **\$11,088,000**
 - Footnote with wellfield densification **\$12,704,094**

CDG Notes on Proposal:

- Technology Providers:
 - DMT Clear Gas Solution (for):
 - H2S Removal.
 - CO2 Removal Molecular Sieve.
 - Nitrogen Removal.
 - Chillers, Compressors.
 - Granite Fuel Engineering (for)
 - Siloxane Removal
- Requires a pipeline and Riviera interconnection at Highway 98 & County Road 49.
- AEP personnel running the Plant.
- Title V and NSPS Compliance Management – Gene Waller.

Comments and Recommendations

On

Proposal No.1 from Energy Systems Group, LLC / Centerpoint Energy

Letter of Transmittal and Development Option Proposed:

- **Development Option 1 – BCC Owned Renewable Natural Gas (RNG) Solution**

Vendor Information Notes:

- Energy Systems Group (ESG) is a wholly owned subsidiary of Centerpoint Energy, Inc.
- ESG is proposing a Engineer/Procure/Construct (EPC) project structure.
- BCC will own and operate the Plant when commissioning is complete.

Compensation Notes:

1. Paid by BCC to Vendor **\$12,495,000**
 - Assumes \$1 million for gas utility interconnection.
 - 3% APR for bond financing over 15 years.
2. Estimated Annual O&M Cost of the Plant **\$271,000**
 - Existing BCC staff will be used for O&M.
3. Plant Utility Costs **\$319,000**
 - 0.08 \$/kWh for electric site utility costs.
4. Estimated Annual Revenues to BCC **\$1,048,000**
 - \$1.5 / RIN average over the project life.

CDG Notes on Proposal:

- Two (2) exceptions listed on Contract language related to:
 - Indemnification clause
 - Insurance clarification
- Revenues are listed as net of debt service and O&M costs with an assumed value for RINs
- Compensation is based on:
 - ESG/Centerpoint will monetize the commodity and d3 RIN on behalf of BCC
 - \$1.50 / RIN average value over the life of the Project
 - Need to obtain clarification on who sees the upside/downside of RIN and commodity market fluctuations.
- Technology Providers:
 - Pressure Swing Absorption (PSA) system for conditioning.

Comments and Recommendations

On

Proposal from Cornerstone Environmental Group, LLC / Tetrattech

Letter of Transmittal and Development Option Proposed:

- **Development Option 1 – BCC Owned BioCNG plant.**

Vendor Information Notes:

- Cornerstone is a wholly owned subsidiary of TetraTech

Compensation Notes:

1. Paid by BCC to Vendor **\$3,555,000**
2. Estimated Annual O&M Cost of the Plant **\$422,000**
3. Plant Utility Costs **(included in Item 2 above)**
4. Estimated Annual Revenues to BCC **\$1,306,000**

CDG Notes on Proposal:

- Price to BCC **does not include:**
 - Compression required to provide supply to BioCNG skid,
 - Fueling Station Costs,
 - Vehicle Maintenance Facility upgrades required to service CNG vehicles,
 - CNG Fleet retrofits, or
 - Purchase of new CNG refuse fleet vehicles.
 - These costs would be necessary in order for the BCC to recognize the estimated annual revenues in the form of fuel cost savings.
- Estimated Annual Revenues (Compensation) is based on:
 - Assumed \$1,00/DGE fuel savings costs
 - Requires the conversion or purchase of CNG vehicles
 - \$0.50 / RIN current value
 - This is a historic low point in the market for RINs
- Technology Providers:
 - BioCNG 400 and 200 conditioning skids to produce RNG vehicle fuel
 - BioCNG chiller

- Other:
 - Does not include natural gas supply for blending if necessary
- Assumes existing onsite BCC personnel will operate the Plant
- BCC will obtain the Permits with permitting assistance by TetraTech
- Pg 23 assumptions noted:
 - BCC will deliver biogas to the BioCNG skid at 100 psig.
 - BCC will provide utilities to the site.
 - BCC will deliver a prepared site including skid pad.
 - BCC to provide site survey and geotechnical report.
- Title V and NSPS Compliance Management – Mark Torresani, PE

Comments and Recommendations

On

Proposal No.1A from Energy Systems Group, LLC / Centerpoint Energy

Letter of Transmittal and Development Option Proposed:

- **Development Option 1A – BCC Owned Compressed Natural Gas (CNG) Solution**

Vendor Information Notes:

- Energy Systems Group (ESG) is a wholly owned subsidiary of Centerpoint Energy, Inc.
- ESG is proposing an Engineer/Procure/Construct (EPC) project structure.
- BCC will own and operate the Plant when commissioning is complete.

Compensation Notes:

1. Paid by BCC to Vendor **\$8,820,000**
 - 3% APR for bond financing over 15 years
2. Estimated Annual O&M Cost of the Plant **\$254,000**
 - Existing BCC staff will be utilized for O&M
3. Plant Utility Costs **\$359,000**
 - 0.08 \$/kWh for electric site utility costs.
4. Estimated Annual Revenues to BCC **\$715,000**
 - \$1.5 / RIN average over the project life.

CDG Notes on Proposal:

- Two (2) exceptions listed on Contract language related to:
 - Indemnification clause
 - Insurance clarification
- Revenues are listed as net of debt service and O&M costs with an assumed value for RINs
- Compensation is based on:
 - ESG/Centerpoint will monetize the d3 RIN on behalf of BCC
 - \$2.11 / DGE average value over the life of the Project
- Price paid by BCC to vendor **does not appear to include:**
 - Fueling Station Costs,
 - Vehicle Maintenance Facility upgrades required to service CNG vehicles,
 - CNG Fleet retrofits, or
 - Purchase of new CNG refuse fleet vehicles.

- These costs would be necessary in order for the BCC to recognize the estimated annual revenues in the form of fuel cost savings.
- Technology Providers:
 - Pressure Swing Absorption (PSA) system for conditioning
 - Assumes existing onsite BCC personnel will operate the Plant.
 - Does not address fueling system equipment.



Baldwin County Commission

Agenda Action Form

File #: 19-2171, **Version:** 1

Item #: B14

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Wayne Dyess, County Administrator

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Request for Proposals (RFP) for the Development of a Baldwin County Strategic Plan for the Baldwin County Commission

STAFF RECOMMENDATION

Authorize staff to begin negotiations with **Managing Results, LLC**, so that a final recommendation for award can be made to the Baldwin County Commission for the development of a new Baldwin County Strategic Plan.

BACKGROUND INFORMATION

Previous Commission action/date:

05/21/2019 meeting: Authorized staff to prepare Request for Proposals (RFP) for the development of a new Baldwin County Strategic Plan and advertise said RFP.

Background: The Request for Proposals for the development of a new Baldwin County Strategic Plan was received July 12, 2019 at 2:00 p.m. Six (6) vendors submitted a package and after a review by Wayne Dyess, Ronald Cink, Joey Nunnally, and Wanda Gautney, two (2) firms were selected to give a presentation to the committee. The evaluation committee consisted of Wayne Dyess, Chairman, Charles Gruber, Joey Nunnally, and Ronald Cink. After viewing the two (2) presentations by the firms, the evaluation committee feels that Managing Results, LLC, meets the requirements for this project. We ask that the Baldwin County Commission approve staffs request to begin negotiations with the firm so that a recommendation for award can be made to the Baldwin County Commission for the development of a new Baldwin County Strategic Plan.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding? N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/15/2019

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed): Letter to Vendors

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-2180, **Version:** 1

Item #: B15

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Ronald J. Cink, Budget Director

Submitted by: Loren B. Lucas, Audit Compliance Officer

ITEM TITLE

Alabama Department of Revenue Reciprocal Agreement - Removal and Addition of Individuals

STAFF RECOMMENDATION

Related to the Alabama Department of Revenue Reciprocal Agreement, take the following actions:

- 1) Approve the attached updated list of commissioners, county officers, and employees who are authorized to discuss tax information relating to the Reciprocal Agreement between the Alabama Department of Revenue and Baldwin County; and
- 2) Forward the attached State of Alabama Department of Revenue Nonemployee Confidentiality and Disclosure Statements for Adria Cian Harrison, Clerk/Treasurer, Donna G. Bryars, Senior Accountant, Tracy King, Revenue Clerk I, Terrie Watson, Revenue Clerk II, Susan McCaw, Senior Revenue Clerk, Ashlie Emerson, Senior Revenue Clerk, Samulyn Parker, Revenue Clerk II, and Crystal Rice, Revenue Compliance Officer.

The list below will remove and add the following individuals:

Remove:

Kim Creech, Clerk/Treasurer

Jennifer M. Forsman, Audit Compliance Officer

Add:

Adria Cian Harrison, Clerk/Treasurer

Donna G. Bryars, Senior Accountant

Tracy King, Revenue Clerk I

Terrie Watson, Revenue Clerk II

Susan McCaw, Senior Revenue Clerk

Ashlie Emerson, Senior Revenue Clerk

Samulyn Parker, Revenue Clerk II

Crystal Rice, Revenue Compliance Officer

BACKGROUND INFORMATION

Previous Commission action/date: February 5, 2019

Background: The original Reciprocal Agreement between the Alabama Department of Revenue and Baldwin County, Alabama was approved on September 19, 1995, which authorized both governmental agencies to exchange certain tax information. The list of employees was last updated during the February 5, 2019 Commission Meeting.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding? N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Administration

Action required (list contact persons/addresses if documents are to be mailed or emailed):

Regular Meeting: Administrative staff to have Chairman sign correspondence to the Alabama Department of Revenue authorizing the update of the authorized employees to disclose tax information, and enclose the "Nonemployee Confidentiality and Disclosure Statements" for Adria Cian Harrison, Clerk/Treasurer, Donna G. Bryars, Senior Accountant, Tracy King, Revenue Clerk I, Terrie Watson, Revenue Clerk II, Susan McCaw, Senior Revenue Clerk, Ashlie Emerson, Senior Revenue Clerk, Samulyn Parker, Revenue Clerk II, and Crystal Rice, Revenue Compliance Officer to the following address:

Mr. Mike Mason, Disclosure Officer
Alabama Department of Revenue
50 North Ripley Street, Room 4112
Montgomery, Alabama 36132

Cc: Ronald J. Cink, Heather A. Gwynn

Additional instructions/notes: N/A

Attachment to the Agreement Between the
Alabama Department of Revenue and Baldwin County, Alabama
Providing for the Exchange of Tax Returns and Information
As of ~~February 5, 2019~~ [October 15, 2019](#)

Baldwin County Commission

312 Courthouse Square, Suite 12
Bay Minette, AL 36507

Honorable Jeb Ball
Honorable Billie Jo Underwood

Honorable Charles F. Gruber
Honorable Joe Davis

Budget, Purchasing & Grants Department

Ronald J. Cink, Budget Director

Finance and Accounting Department

~~Kim Creech, Clerk/Treasurer~~

[Adria Cian Harrison, Clerk/Treasurer](#)

John Marino, Chief Compliance Officer

[Donna G. Bryars, Senior Accountant](#)

Sales, Use & License Tax Department

P O Box 189
Robertsdale, AL 36567

Susanne Davis Spears, [Deputy](#) License Inspector II

~~Jennifer M. Forsman, Audit Compliance Officer~~

Jerry Green, Audit Compliance Officer

Heather Gwynn, Sales & Use Tax Coordinator

Sharon Hunt, [Chief](#) Deputy License Inspector

Dana Long, [Deputy](#) License Inspector I

[Terrie Watson, Revenue Clerk II](#)

[Ashlie Emerson, Senior Revenue Clerk](#)

[Crystal Rice, Revenue Compliance Officer](#)

Loren Lucas, Audit Compliance Officer

Amber Riley, Audit Compliance Officer

Marcia Ward, Audit Compliance Officer

Debbie West, Audit Compliance Officer

Ebony Yelding, [Deputy](#) License Inspector I

[Tracy King, Revenue Clerk I](#)

[Susan McCaw, Senior Revenue Clerk](#)

[Samulyn Parker, Revenue Clerk II](#)

Revenue Commission

P O Box 1549
Bay Minette, AL 36507

Honorable Teddy J. Faust, Revenue Commissioner
Sonia Hicks, Personal Property Appraiser

Walt Lindsey, Chief Appraiser
Lee Ann Raley, Assistant Administrator of
Personal Property

Office of Judge of Probate

P O Box 459
Bay Minette, AL 36507

Honorable Harry D'Olive, Probate Judge
Edward (Dean) Mott, Chief Clerk
Sara Peden, Deputy Chief Clerk

RECIPROCAL AGREEMENT BETWEEN THE
STATE OF ALABAMA DEPARTMENT OF REVENUE
AND BALDWIN COUNTY, ALABAMA
PROVIDING FOR THE EXCHANGE OF TAX RETURNS AND INFORMATION

I. AUTHORITY

This agreement is made between the State of Alabama Department of Revenue and Baldwin County, Alabama and through their duly authorized representatives, pursuant to Section 40-2A-10, Code of Alabama 1975.

II. PURPOSE

The parties agree to exchange tax returns and/or return information and further agree to return the data, under the terms and conditions described herein. It is understood and agreed that all information in any form whatsoever exchanged shall be employed solely by the parties for the purposes of tax administration. It is understood that tax administration purposes are limited to those uses necessary for the assessment, collection and enforcement, including proceedings in a court of competent jurisdiction, of the respective tax laws of the parties hereto.

III. DEFINITIONS

Party: The State of Alabama Department of Revenue or, Alabama.

Return: Any tax or information return or report, declaration of estimated tax, claim or petition for refund or credit, or petition for reassessment or protest that is required by, or provided for, or permitted, under the provisions of the tax laws.

Return

Information: A taxpayer's identity, the nature, source or amount of income, gains, losses, formulary apportionment factors, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, deficiencies, over assessments, or tax payments, whether the taxpayer's return was, is being, or will be, examined or subject to other investigation for processing; or any other data received, recorded by, prepared by, furnished to, or collected by the agency with respect to a tax return or with respect to the determination of the existence, or possible existence of liability (or the amount thereof), or by any person under the laws of either party for administration, collection or enforcement of the tax laws of each party's respective governmental unit, including additions to tax, penalty, interest, fine, or other imposition, or offense;

"Return Information" does not include, however, data in a form which cannot be

associated with, or otherwise identify, directly or indirectly, a particular taxpayer.

For the purposes of sales and use tax, "return information" shall also include whether the taxpayer is authorized to use a direct pay permit and any information related thereto; and the names of the customers and any other relevant information related to specific sales and use tax transactions.

IV. SCOPE OF INFORMATION SUBJECT TO REQUEST

This agreement shall apply to all tax returns and/or return information, received or collected except for income tax returns and/or return information. Also, this agreement expressly does not include any information received from the Internal Revenue Service, pursuant to the Internal Revenue Code, Section 6103(d); and no return or return information received from any other governmental unit shall be exchanged pursuant to this agreement.

Neither party will be required to audit a taxpayer at the request of the other party.

Each party agrees not to charge each other for the costs of routine reproduction of returns and information which is mutually exchanged. The providing party may charge a reasonable fee for furnishing tax returns and/or information in magnetic tape format or under other nonroutine circumstances. Such costs shall be agreed upon before such costs are incurred.

Either party may withhold or refuse to exchange tax information if the party believes the disclosure of such information would be detrimental to the administration or enforcement of its tax laws.

V. CONFIDENTIALITY OF EXCHANGED INFORMATION

(1) Each party agrees that no tax return and/or return information obtained pursuant to this agreement shall be disclosed in any manner other than as is authorized by the state's laws concerning confidentiality of tax information; provided, however, notwithstanding the above, neither party to this agreement shall disclose any information obtained by virtue of this agreement to any other state or to any other agency, department or unit within the state or to any other local government unit.

(2) Nothing herein shall be construed so as to prohibit disclosure of any information obtained by virtue of this agreement by either party to its proper legal representatives for use in administrative, civil or criminal proceedings concerning tax administration purposes.

VI. PROCEDURE

Tax returns and/or return information may be exchanged upon request or voluntarily transmitted where the providing party believes that such information will be useful to the other party for tax administration purposes.

(A) Requests for information shall be in writing or by verifiable electronic means and must indicate the tax administration reason for the exchange.

(B) Each request shall also specify, to the extent such information is known and available, the following:

- (1) the name and address of each taxpayer for whom tax returns and/or return information is requested;
- (2) the taxable period or periods for which information is desired and requested;
- (3) the taxpayer's social security number and/or federal identification number, if available; and
- (4) any other information which may help facilitate the exchange.

(C) Each party agrees to furnish the other a list showing the names and official titles of all personnel authorized to request, receive, and/or disclose information under the agreement and to periodically update for current information.

VII. DESTRUCTION OF RETURNS AND/OR RETURN INFORMATION

Upon completion of the use of exchanged tax returns and/or return information, the recipient agrees to:

- (1) return all tax returns and/or return information (along with all copies made thereof) to the furnishing party; or,
- (2) destroy such returns and/or information by shredding. A written report will be submitted to the furnishing party describing how and when the destruction was effected.

VIII. COMMENCEMENT/TERMINATION OF AGREEMENT

This agreement shall become effective on the day it is executed by both parties. This agreement is not limited to periods of time or years, and it will be considered in effect until terminated.

Additions and changes in the provisions of this agreement may be made by mutual written consent of the proper officials of the parties and shall become an attachment to this agreement.

Both parties acknowledge that this agreement is subject to statutory alterations. Both parties agree to promptly inform each other of any proposed changes in their respective tax

confidentiality laws. In the event that the laws of either party which relate to this agreement are repealed or substantially amended, the other party may suspend or terminate this agreement upon written notice.

Any unauthorized use or disclosure of information obtained by virtue of this agreement shall constitute grounds for either party to terminate this agreement immediately upon the mailing of written notice to the other party. In any event, either party may terminate this agreement upon thirty (30) days' written notice to the other party.

Approved:

Wendy Allen

Barbara E. Eady
Disclosure Officer
Alabama Department of Revenue

9/19/1995
Date

August 7, 1995
Date



Baldwin County Commission

Agenda Action Form

File #: 19-2161, **Version:** 1

Item #: D1

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Donna G. Bryars, Interim Clerk/Treasurer

Submitted by: Makayla Shiver, Jr. Staff Accountant

ITEM TITLE

Resolution #2020-012 - Authorization for Chairman and Clerk/Treasurer to Sign Bank Documents

STAFF RECOMMENDATION

Adopt Resolution #2020-012, authorizing Chairman, Charles Gruber, and Adria Cian Harrison, Clerk/Treasurer, to sign all necessary bank documents such as bank signature cards, bank resolutions, bank night depository agreements, etc. that must be updated.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Various bank documents must be updated with the Chairman's information and the Clerk/Treasurer's information. The above action authorizes the Chairman and Clerk/Treasurer to sign all such documents.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding? N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: Yes

Individual(s) responsible for follow up:

1. Department and Individual responsible for follow up activities on recommendation:
Administration and Finance Department
2. Specific action/actions required as follow up: Administration will get the Chairman to sign Resolution #2020-012 and required bank documents. The Finance Department will get the Chairman to sign bank documents and deliver them to the banks.

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

***RESOLUTION # 2020-012
OF THE
BALDWIN COUNTY COMMISSION***

**A RESOLUTION AUTHORIZING CHAIRMAN, CHARLES F. GRUBER AND
CLERK/TREASURER, ADRIA CIAN HARRISON, TO SIGN ANY REQUIRED BANKING
RESOLUTIONS, SIGNATURE CARDS, OR ANY OTHER FORMS FOR THE SOLE PURPOSE
OF CHANGING CHAIRMAN'S NAME ON BANK DOCUMENTS**

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR MEETING ASSEMBLED, that Charles F. Gruber, Chairman of the Baldwin County Commission, and Clerk/Treasurer, Adria Cian Harrison, are hereby directed and authorized to sign required bank documents.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 15th day of October 2019.

Charles F. Gruber, Chairman
Baldwin County Commission

ATTEST:

Adria Cian Harrison, Clerk/Treasurer
Baldwin County Commission



Baldwin County Commission

Agenda Action Form

File #: 19-2166, **Version:** 1

Item #: E1

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Terri Graham, Development and Environmental Director

Suzanne Doughty, Senior Accountant

Submitted by: Suzanne Doughty, Senior Accountant

ITEM TITLE

Baldwin County Solid Waste Uncollectible Residential Accounts

STAFF RECOMMENDATION

Approve the attached uncollectible residential garbage accounts list for write-offs in the amount of \$234.00.

BACKGROUND INFORMATION

Previous Commission action/date: No

Background:

Date: 10/16/2018 - Commission approved to write off \$506.85 of uncollectible residential garbage accounts.

Date: 11/20/2018 - Commission approved to write off \$864.10 of uncollectible residential garbage accounts.

Date: 12/18/2018 - Commission approved to write off \$706.85 of uncollectible residential garbage accounts.

Date: 01/15/2019 - Commission approved to write off \$739.90 of uncollectible residential garbage accounts.

Date: 02/19/2019 - Commission approved to write off \$436.00 of uncollectible residential garbage accounts.

Date: 03/19/2019 - Commission approved to write off \$685.00 of uncollectible residential garbage accounts.

Date: 04/16/2019 - Commission approved to write off \$248.00 of uncollectible residential garbage accounts.

Date: 05/14/2019 - Commission approved to write off \$859.00 of uncollectible residential garbage accounts.

Date: 06/18/2019 - Commission approved to write off \$1,950.70 of uncollectible residential garbage accounts.

Date: 07/23/2019 - Commission approved to write off \$744.00 of uncollectible residential garbage accounts.

Date: 08/20/2019 - Commission approved to write off \$2,315.10 of uncollectible residential garbage accounts.

Date: 09/20/2019 - Commission approved to write off \$605.00 of uncollectible residential garbage accounts.

The accounts listed in the attached spreadsheet all have balances that are uncollectible. All accounts listed have been thoroughly reviewed by Baldwin County Solid Waste Deputy Solid Waste Officers and/or the Senior Accountant. All accounts have undergone the following procedure as prescribed for by both State Law and County Commission resolution (where forwarding address is verifiable and within Baldwin County):

1. Notice of delinquency provided. Statement contains "Past Due" watermark.
2. If account is not brought current by the first week of the following billing month, a *Notice of Show Cause Hearing* is mailed immediately.
3. If account remains delinquent after subsequent attempts to collect, a delinquency letter is sent via the District Attorney's office.
4. When deemed appropriate, house visits or do not pick-up service orders will be implemented.
5. If account remains delinquent after all attempts to collect (noted above) have been exhausted, the account holder, where appropriate, is referred to the District Attorney for possible criminal prosecution.

FINANCIAL IMPACT

Total cost of recommendation: \$234.00

Budget line item(s) to be used: 511.14990 Allowance for uncollectible accounts

If this is not a budgeted expenditure, does the recommendation create a need for funding? N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Solid Waste Collection Administration and Finance and Accounting Department

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

Additional instructions/notes: N/A

Baldwin County Solid Waste
Residential Uncollectible Accounts
October 2019

BillToName	BillToCity	BillToState	Reason	BalanceTotal	DA Letter	Cert SC	Summons
Odom, Gerald	Summerdale	AL	Deceased - DOD: 06/21/19	\$28.00			
Ramage, Priscilla V.	Milledgeville	GA	Out of State	\$32.00	X		
Williams, Karmelita	Elberta	AL	Unable to Locate	\$174.00	X	X	X
				<u>\$ 234.00</u>			



Baldwin County Commission

Agenda Action Form

File #: 19-2172, **Version:** 1

Item #: G1

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Vince Jackson, Planning Director

Submitted by: Vince Jackson, Planning Director

ITEM TITLE

Case No. Z-19025 - Retirement Systems of Alabama Property Rezoning

STAFF RECOMMENDATION

Adopt Resolution #2020-003, which APPROVES Case Z-19025, Retirement Systems of Alabama Property, as it pertains to the rezoning of approximately 1.27 acres, located in Planning (Zoning) District 26, from TR, Tourist Resort District, to HDR, High Density Residential District.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The subject property, which consists of approximately 1.27 acres, is currently zoned TR, Tourist Resort District. This property is part of a larger 26.6 acre parcel which is owned by the Retirement Systems of Alabama (RSA). It is located in Planning District 26 on the west side of Scenic Highway 98, at the north end of the Grand Hotel Marina. The applicant is requesting a rezoning to HDR, High Density Residential District, in order to develop condominium units. As proposed, 12 units would be constructed in a 4-story building. The Planning Commission considered this case, which has generated significant opposition from area residents, on September 5, 2019, and voted to recommend DENIAL to the County Commission.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding? N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes. Gulf Coast Newspapers.

If the proof of publication affidavit is not attached, list the reason: Forthcoming from staff.

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Commission Administration Office

Action required (list contact persons/addresses if documents are to be mailed or emailed): Send
Notice of Action to the following:

Mr. Tim Lawley
Goodwyn, Mills & Cawood
P.O. Box 1127
Daphne, Alabama 36526

Additional instructions/notes: Planning and Zoning Department - Update Official Zoning Map.



Baldwin County Planning & Zoning Department

Baldwin County Commission Staff Report

Agenda Item

Case No. Z-19025

Retirement Systems of Alabama Property

Rezone TR, Tourist Resort District, to HDR, High Density Residential District

October 15, 2019

Subject Property Information

Planning District: 26
General Location: West side of Scenic Highway 98 at the north end of the Grand Hotel Marina
Physical Address: N/A
Parcel Number: A part of 05-45-07-36-0-000-002.004
Existing Zoning: TR, Tourist Resort District
Proposed Zoning: HDR, High Density Residential District
Existing Land Use: Structures and parking associated with adjacent yacht basin
Proposed Land Use: High Density Residential (12 condominium units)
Acreage: 1.27 acres, more or less, of a greater 26.6 acre parcel
Applicant: Tim Lawley – Goodwyn, Mills & Cawood
P.O. Box 1127
Daphne, Alabama 36526
Owner: Retirement Systems of Alabama – Steve Timms
201 South Union Street
Montgomery, Alabama 36104
Lead Staff: Vince Jackson, Planning Director
Attachments: *Within Report*

Adjacent Land Use		Adjacent Zoning
North	Residential	RSF-2, Single Family District
South	Commercial	TR, Tourist Resort District
East	Golf Course	TR, Tourist Resort District
West	Mobile Bay	N/A
Summary		

The subject property, which consists of approximately 1.27 acres, is currently zoned TR, Tourist Resort District. This property is part of a larger 26.6 acre parcel which is owned by the Retirement Systems of Alabama (RSA). The applicant is requesting a rezoning to HDR, High Density Residential District, in order to develop condominium units. As proposed, 12 units would be constructed in a 4-story building. The Planning Commission considered this case on September 5, 2019, and voted to recommend DENIAL to the County Commission.

Section 7.1 TR, Tourist Resort District

7.1.1 *Generally.* This zoning district is intended to provide for tourist lodging facilities and associated resort and recreation activities.

7.1.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) Outdoor recreation uses.
- (d) The following general commercial uses: country club; hotel or motel.
- (e) The following institutional uses: church or similar religious facility.
- (f) The following agricultural uses: Silviculture.
- (g) Accessory structures and accessory uses such as food service, gift or novelty shops, and barber or beauty shops conducted primarily for the convenience of visitors or patrons on the premises and contained within a principal building.

7.1.3 *Special exceptions.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as special exceptions:

- (a) The following marine recreation uses: marina.
- (b) The following general commercial uses: night club, bar, tavern.
- (c) The following local commercial uses: bed and breakfast or tourist home; cafe; convenience store; delicatessen; gift shop; restaurant.
- (d) The following professional service and office uses: office.

7.1.4 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article XX: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	45
Maximum Height of Structure in Habitable Stories	4
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	20-Feet
Minimum Lot Area	5 Acres

Maximum Impervious Surface Ratio	.80
Minimum Lot Width at Building Line	270-Feet
Minimum Lot Width at Street Line	270-Feet

Proposed Zoning Requirements

Section 4.10 HDR, High Density Residential District

4.10.1 *Generally*. The intent of this zoning designation is to provide the opportunity for multiple family residential development, including apartments, condominiums, duplexes and townhouses, in a high density setting.

4.10.2 *Permitted uses*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) Extraction or removal of natural resources on or under land.
- (b) Water well (public or private).
- (c) Silviculture.
- (d) Multiple family dwellings (apartments and condominiums).
- (e) Two family dwellings.
- (f) Townhouses.
- (g) Single Family Dwellings.
- (h) Accessory structures and uses.
- (i) Church or similar religious facility.

4.10.3 *Conditional uses*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) Country club.

4.10.4 *Area and dimensional ordinances (single family and two family)*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet

Minimum Side Yards	10-Feet
Maximum Density	12 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	6,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

4.10.5 *Area and dimensional ordinances (multiple family).* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	50
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	25-Feet
Maximum Density	12 Dwelling Units per Acre
Minimum Lot Area	22,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.80

4.10.6 *Townhouses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	10-Feet (exterior wall side yards)
Maximum Density	12 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	2,500 Square Feet
Minimum Lot Width at Building Line	25-Feet
Minimum Lot Width at Street Line	25-Feet
Maximum Ground Coverage Ratio	.80

4.10.7 *Open space requirement.* A minimum of 10% of the gross land area developed under the HDR designation shall be set aside as permanent open space to include amenities, common areas and recreation facilities.

4.10.8 *Lighting standards.* The maximum height of exterior lights shall be 25-feet. The intensity, location, and design of lighting shall be such that not more than one foot candle of light is cast upon adjacent property or public rights-of-way. Light fixtures shall be designed to cast light downward. Where necessary, cut-off devices shall be used to minimize glare off premises. No light shall be aimed directly toward properties designated single family residential, which are located within 200-feet of the source of the light.

4.10.9 *Landscaping and buffering*. All HDR, High Density Residential District, properties shall meet the requirements of *Article 17: Landscaping and Buffers*.

Agency Comments

Baldwin County Highway Department:

Seth Peterson

From: Seth L. Peterson

Sent: Tuesday, June 18, 2019 10:21 AM

To: D Hart <DHart@baldwincountyal.gov>

Cc: Laurie Rumbaugh <LRUMBAUGH@baldwincountyal.gov>; Mary Booth <MBOOTH@baldwincountyal.gov>

Subject: RE: Z-19025 RSA Property

DJ,

If the rezoning is approved the applicant will need Final Site Plan approval through the subdivision regulations.

Thanks,

Seth

Frank Lundy

From: Frank Lundy

Sent: Tuesday, June 18, 2019 9:53 AM

To: D Hart <DHart@baldwincountyal.gov>

Cc: Seth L. Peterson <SPETERSON@baldwincountyal.gov>; Tyler W. Mitchell <TMITCHELL@baldwincountyal.gov>; Vince Jackson <VJACKSON@baldwincountyal.gov>

Subject: FW: Z-19025 RSA Property

DJ,

If approved, traffic impacts including impacts to pedestrian facilities need to be closely reviewed.

Thanks,

Frank Lundy

ADEM, J. Scott Brown:

From: Brown, Scott [<mailto:jsb@adem.alabama.gov>]

Sent: Monday, June 17, 2019 9:17 AM

To: D Hart <DHart@baldwincountyal.gov>

Subject: <EXTERNAL> July zoning cases

Good morning DJ:

Regarding Case No. Z-19025, RSA Property, Point Clear

From a desktop review, the property is in the Coastal Area of Alabama (ADEM Admin. Code r. 335-8-1-.02[k]) adjacent to Mobile Bay and is subject to the enforceable policies of the Alabama Coastal Area Management Program (ACAMP). Though subject property is already highly developed, the beach and nearshore areas are not. Any future plans to alter the beach and/or nearshore environment (e.g., dredging, shoreline armoring, pier construction) would be subject to review and approval by the ACAMP and require a federal permit from the Mobile District U.S. Army Corps of Engineers. Approval of such requests is not guaranteed.

v/r,

J. Scott Brown, Chief

Mobile Field Office

Alabama Department of Environmental Management

251.304.1176

Municipality: City of Fairhope, Buford King, Development Services Manager – Proposed rezoning represents an incompatible land use and is not recommended for approval. Please see the following attached letter for more detailed information.



Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

VIA E-MAIL WITH ATTACHMENTS

June 26, 2019

Ms. D.J. Hart, Planning Technician
Baldwin County Planning and Zoning Department
P.O. Box 220
Silverhill, AL 36576

RE: Z-19025 Retirement Systems of Alabama Property

Dear Ms. Hart,

Thank you for your correspondence related to Baldwin County Planning and Zoning Case number Z-19025 related to PPIN 117412, owned by the Teachers Retirement System of Alabama. Based upon the correspondence received, the intent is to rezone 1.27 acres of the greater 26.6 acre parcel from a Baldwin County TR District to a Baldwin County HDR District, with the intent of creating an allowable use for a 12-unit condominium building on the 1.27 acre portion of PPIN 117412.

Once again thank you and County and staff for the opportunity to comment on this rezoning case. Though subject property is zoned by Baldwin County and subject to Baldwin County's zoning ordinance, subject property is also contained within the City of Fairhope's Planning Jurisdiction, Permit Jurisdiction, and Police Jurisdictions. Should any subdivision activities occur on subject property, the City of Fairhope Subdivision regulations shall apply. Further, should three or more units be proposed on subject property, the proposed units will require an application for Multiple Occupancy Project (MOP) to be considered by the City of Fairhope Planning Commission. MOP applications are a component of the City of Fairhope Subdivision regulations and address drainage, traffic, greenspace, and various development matters associated with typical subdivision applications.

A 12-unit development located on 1.27 acres equals a development density of 9.45 units per acre (UPA). In City of Fairhope vernacular, 9.45 units per acre is only slightly below the highest development density allowed by Fairhope's zoning ordinance, unless a higher density is requested by a Planned Unit Development (PUD). Subject property is immediately adjacent to areas zoned Baldwin County RSF-1 and RSF-2, which are, respectively, low density and moderate density single family residential zoning districts.

It is the professional opinion of this City of Fairhope staff member that Case number S-19025, if approved as submitted and the 12-unit condominium building constructed, represents an incompatible land use of high-density development immediately adjacent to low and moderate density single family residential zones. As a result, I do not recommend approval of Baldwin County Planning and

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

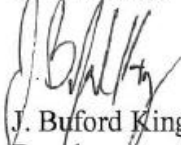
www.fairhopeal.gov

Printed on recycled paper.

VIA E-MAIL WITH ATTACHMENTS

Zoning Case number Z-19025. I am happy to provide follow-up correspondence regarding this case if desired.

Respectfully,



J. Buford King, LEED AP, QCI
Development Services Manager
City of Fairhope Planning and Zoning Department

Staff Analysis and Findings

The following factors for reviewing zoning amendments are found in Section 19.6 of the *Baldwin County Zoning Ordinance*. These factors are to be considered when an application is being reviewed for rezoning.

1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently occupied with structures and parking associated with the adjacent yacht basin. The property adjoins Scenic Highway 98 to the east and Mobile Bay to the west. The adjoining properties to the south, including the Grand Hotel and related facilities, are commercial (zoned TR, Tourist Resort District). The adjoining property to the north is the location of a single family dwelling (Zoned RSF-2, Single Family District). Additional single family dwellings are located to the north. These properties are zoned RSF-1 and RSF-2. Both are single family residential designations.

2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?

The zoning for Planning District 26 was approved by the County Commission on September 21, 1993. Residential properties throughout the planning district are primarily zoned either RSF-1 or RSF-2. With a few exceptions, this has remained relatively constant. HDR, which was approved by the Commission on May 16, 2017, did not exist at the time of zoning adoption.

TR, Tourist Resort District, is a unique zoning designation which is only found in Planning District 26. It appears to have been specifically created for the Grand Hotel properties. When the zoning for Planning District 26 was adopted, the property was zoned R-B, Resort District. This district was provided for transient lodging establishments consisting of one or more buildings for this purpose, including accessory uses such as eating and drinking facilities, recreation facilities, and golf courses, not intended for long term uses. It appears that this designation was similar to the Tourist Resort District. The TR designation was created and applied to the subject property with the adoption of the consolidated zoning ordinance on April 6, 1999.

There has been one previous request to rezone property from TR, Case Z-15023, Retirement Systems of Alabama Property. This request involved the rezoning of approximately 2.02 acres, located at the southwest end of Quail Run in the Lakewood Subdivision, from TR to RTF-4, Two Family District, in order to match the current use of adjacent properties. The rezoning was approved by the County Commission on January 1, 2016.

Regarding multifamily rezonings (previously known as R-6, now known as RMF-6), the following have been approved in Planning District 26:

- Case Z-06032, Barnes Property

This request involved two parcels, consisting of approximately one acre, located on the south side of County Road 32, east of Scenic Highway 98. The properties were rezoned from B-2, Neighborhood Business District, to R-6, Multiple Family District, in order to allow townhomes in conjunction with a proposed mixed-use development which never materialized. The properties were recently subdivided into three lots.

- Case Z-09017 and Case Z-09018, Kaylor & Point Clear Landing Association, Inc. Property

These cases were related to the condominium development known as Point Clear Landing. The majority of the development was constructed in 1983, approximately 10 years prior to the adoption of zoning. The purposes were to rezone the properties from RSF-1 to RMF-6 (Case Z-09017) and approve a Planned Residential Development (PRD) site plan (Case Z-09018) in order to allow six additional units and address conformity issues. The cases were approved on August 18, 2009.

Current zoning designation nomenclature was adopted on July 21, 2009.

In addition to the above listed rezoning cases, the condominium development known as Over the Bay Condos was constructed in 1984. This development is located to the north of the subject property, and south of Point Clear Landing. The property is zoned RSF-1, Single Family District. The owners have never requested rezoning to a multiple family designation and, the development is grandfathered and nonconforming.

3.) Does the proposed zoning better conform to the Master Plan?

The Baldwin County Master Plan, 2013, provides future land use designations for properties located within the zoned areas of the County. These categories represent the recommendations for the physical development of the unincorporated areas of the County. They are intended for planning purposes only and do not represent the adoption of zoning designations for areas which have not voted their desire to come under the zoning authority of the Baldwin County Commission. Although not legally binding, the future land use designations are evaluated in conjunction with criteria found in the Baldwin County Zoning Ordinance (Zoning Ordinance), the Baldwin County Subdivision Regulations, the Baldwin County Flood Damage Prevention Ordinance and any other ordinances and regulations which the County Commission may adopt.

A future land use designation of Commercial has been provided for the subject property. This category is provided for retail and wholesale trade facilities which offer convenience and other types of goods and services. Institutional uses, recreational uses, mixed-use developments and transportation, communication and utility uses may be included in accordance with the Zoning Ordinance. Multiple family developments may also be

included. Commercial uses should be located on major streets so as to be accessible to the residential population. Zoning designations may include RR, B-1, B-2, B-3, B-4, MR and TR.

Approval of the rezoning will necessitate an automatic change in the future land use designation to Residential. This category is provided for residential dwelling units including single family dwellings, two family (duplex) dwellings, multiple family dwellings, manufactured homes, manufactured housing parks and Planned Residential Developments. Institutional uses, recreational uses and limited neighborhood commercial uses may be included subject to the provisions of the Zoning Ordinance. To the greatest extent possible, residential areas should be accessible to major thoroughfares connecting with work areas, shopping areas and recreational areas. Zoning designations may include RR, RA, CR, RSF-E, RSF-1, RSF-2, RSF-3, RSF-4, RSF-6, RTF-4, RTF-6, RMF-6, HDR, RMH and PRD.

It should be noted that the adjacent property to the north carries a future land use designation of residential. However, based on the comments above, the proposed zoning does not better conform to the Master Plan.

4.) Will the proposed change conflict with existing or planned public improvements?

Comments of Frank Lundy, Baldwin County Highway Department

From: Frank Lundy

Sent: Tuesday, June 18, 2019 9:53 AM

To: D Hart <DHart@baldwincountyal.gov>

Cc: Seth L. Peterson <SPETERSON@baldwincountyal.gov>; Tyler W. Mitchell <TMITCHELL@baldwincountyal.gov>; Vince Jackson <VJACKSON@baldwincountyal.gov>

Subject: FW: Z-19025 RSA Property

DJ,

If approved, traffic impacts including impacts to pedestrian facilities need to be closely reviewed.

Thanks,

Frank Lundy

5.) Will the proposed change adversely affect traffic patterns or congestion?

Development on the subject property, whether under the current zoning or the proposed zoning, will affect traffic patterns and congestion. The exact impact, however, is difficult to ascertain. Traffic impacts and required improvements, if needed, will be addressed during later phases of the project if the rezoning is approved. A turnout permit, if required, will need to be submitted prior to the issuance of a Land Use Certificate.

See comments of Frank Lundy listed above and under agency comments.

6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.

As stated previously, the subject property is currently occupied with structures and parking associated with the adjacent yacht basin. The property adjoins Scenic Highway 98 to the east and Mobile Bay to the west. The adjoining properties to the south, including the Grand Hotel and related facilities, are commercial (zoned TR, Tourist Resort District). The adjoining property to the north is the location of a single family dwelling (Zoned RSF-2, Single Family District). Additional single family dwellings are located to the north. These properties are zoned RSF-1 and RSF-2. Both are single family residential designations.

The nearest multifamily developments are Over the Bay Condos and Point Clear Landing. Both are located to the north of the subject property along Scenic Highway 98, but neither are adjacent. In addition, both developments were constructed prior to the adoption of zoning in Planning District 26. Point Clear Landing, however, received approval to add six additional units in 2009 (Case Z-09018).

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

This application represents the first request for HDR since the designation was adopted in 2017. Adjacent properties are zoned RSF-2 and TR. Additional single family properties to the north are zoned RSF-1 and RSF-2. As a result, there is no existing HDR to serve as a logical expansion of an adjacent zoning district. Please see additional information on the HDR designation which is listed above and under standard number 11.

8.) Is the timing of the request appropriate given the development trends in the area?

With a few exceptions, the residential properties throughout Planning District 26 are zoned either RSF-1 or RSF-2. This planning district is predominantly an area of large lots with low to moderate density. Staff believes that this trend will continue and knows of no trends towards higher density development. As a result, timing is not a factor which would favor approval of this request.

9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

- The subject property is located in the VE (12-13) and AE (10-11) flood zones. Zone V identifies the coastal high hazard area on the Flood Insurance Rate (FIRM) Maps. The coastal high hazard area is defined as an area of special flood hazard extending from offshore to the inland limit of the primary frontal dune along an open coast and any area subject to high velocity wave action from storms or seismic sources. Buildings in V zones are subject to a greater hazard than buildings built in other types of floodplains. Such buildings are required to be elevated above the Base Flood Elevation (BFE) and must also be protected from the impact of waves, hurricane-force winds and erosion. Under the *Baldwin County Zoning Ordinance*, a setback of 50-feet landward of the reach of mean high tide is required for buildings or structures located within coastal high hazard areas.
- The ground elevation of the subject property ranges from 1 foot to 5 feet. This information was obtained from Baldwin County GIS.
- Adjacent property to the north is located within the Point Clear/Battles Wharf Historic District. The subject property, however, is not located within the historic district and is therefore not subject to the requirements of the Baldwin County Architectural Review Board.
- ADEM Response

Regarding Case No. Z-19025, RSA Property, Point Clear

From a desktop review, the property is in the Coastal Area of Alabama (ADEM Admin. Code r. 335-8-1-.02[k]) adjacent to Mobile Bay and is subject to the enforceable policies of the Alabama Coastal Area Management Program (ACAMP). Though subject property is already highly developed, the beach and nearshore areas are not. Any future to alter the beach and/or nearshore environment (e.g., dredging, shoreline armoring, pier construction) would be subject to review and approval by the ACAMP and require a federal permit from the Mobile District U.S. Army Corps of Engineers. Approval of such requests is not guaranteed.

10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?

This a broad standard which often indicates potential impacts which could extend beyond a given planning district. In the case at hand the proposed construction in the coastal high hazard area represents a potential effect on health, safety and welfare. The coastal high hazard area is discussed in more detail under standard number 9, listed above.

11.) Other matters which may be appropriate.

The intent of the HDR, High Density Residential District, is to provide the opportunity for multiple family residential development, including apartments, condominiums, duplexes and townhouses, in a high density setting.

The designation was created because of inquiries from developers with an interest in high density residential development, primarily multifamily, in the zoned areas of the County. At the time, the zoning ordinance limited density to six dwelling units per acre. As a result, developers would often seek annexation into municipalities in order to achieve their desired density. Adoption of HDR provided a true high density zoning designation to allow future high density developments to remain under County zoning, with the intention that the designation would be applied in the zoned areas which are adjacent to the larger municipalities (Case T-17001, adopted by the County Commission on May 16, 2017).

Staff Comments and Recommendation

As stated previously, the subject property, which consists of approximately 1.27 acres, is currently zoned TR, Tourist Resort District. This property is part of a larger 26.6 acre parcel which is owned by the Retirement Systems of Alabama (RSA). The applicant is requesting a rezoning to HDR, High Density Residential District, in order to develop condominium units. As proposed, 12 units would be constructed in a 4-story building. This case was first considered at the July 11, 2019, Planning Commission meeting and was tabled. On September 5, 2019, the Planning Commission voted to recommend DENIAL to the County Commission.

This is a difficult case with substantial opposition which represents an effort to preserve the large lot development pattern which has historically existed in Point Clear. More specific reasons are provided in the emails and letters received by staff which are attached to this staff report. The applicant, on the other hand, argues that TR is essentially a commercial designation and that the proposed rezoning would be less intrusive to adjacent properties. A letter from the applicant, which provides additional reasons for approval is also attached.

The Planning staff is aware of the uses which are allowed by right and through the Special Exception process under the current zoning. A permitted use, such as a hotel, could be constructed subject to meeting all applicable requirements. The applicant has submitted a site plan showing the footprint for a possible hotel on the subject property (See attached). Based on the information provided, the hotel would have three (3) habitable stories with 51 guest rooms and nine (9) 2 Bay Suites. The footprint would be larger than the proposed condominium building, but appears to meet zoning requirements. The applicant has also submitted an aerial photograph showing the footprint of the condominium building as it would relate to the existing footprints of buildings located on the adjacent properties to the north (See attached). This includes Over the Bay Condos (Q) and Point Clear Landing (W). From the perspective of the applicant, the HDR zoning and the condominium building would represent better options for adjacent properties due to providing transitional zoning between the single family properties and the remaining Tourist Resort property, and due also to the proposed smaller footprint. Staff, however, has concerns with this request based on the incompatibility of a multifamily structure adjacent to a single family dwelling, the location of the proposed development in the coastal high hazard area and the intent of the HDR zoning. It should be noted that this application represents the first request for HDR. Although every rezoning is unique and is evaluated on its individual merits, this case will set a precedent for future HDR applications. As a result, staff believes that the intent of HDR as envisioned at the time of adoption should be followed. This designation would be more appropriately applied in an area adjacent to a municipality with separation and transitional zoning between the high density residential uses and single family uses.

With the above comments in mind, staff recommends **DENIAL** of Case Z-19025 to the County Commission. *

If the County Commission should wish to approve this case, the decision should be based on information obtained from this staff report and the public hearing.

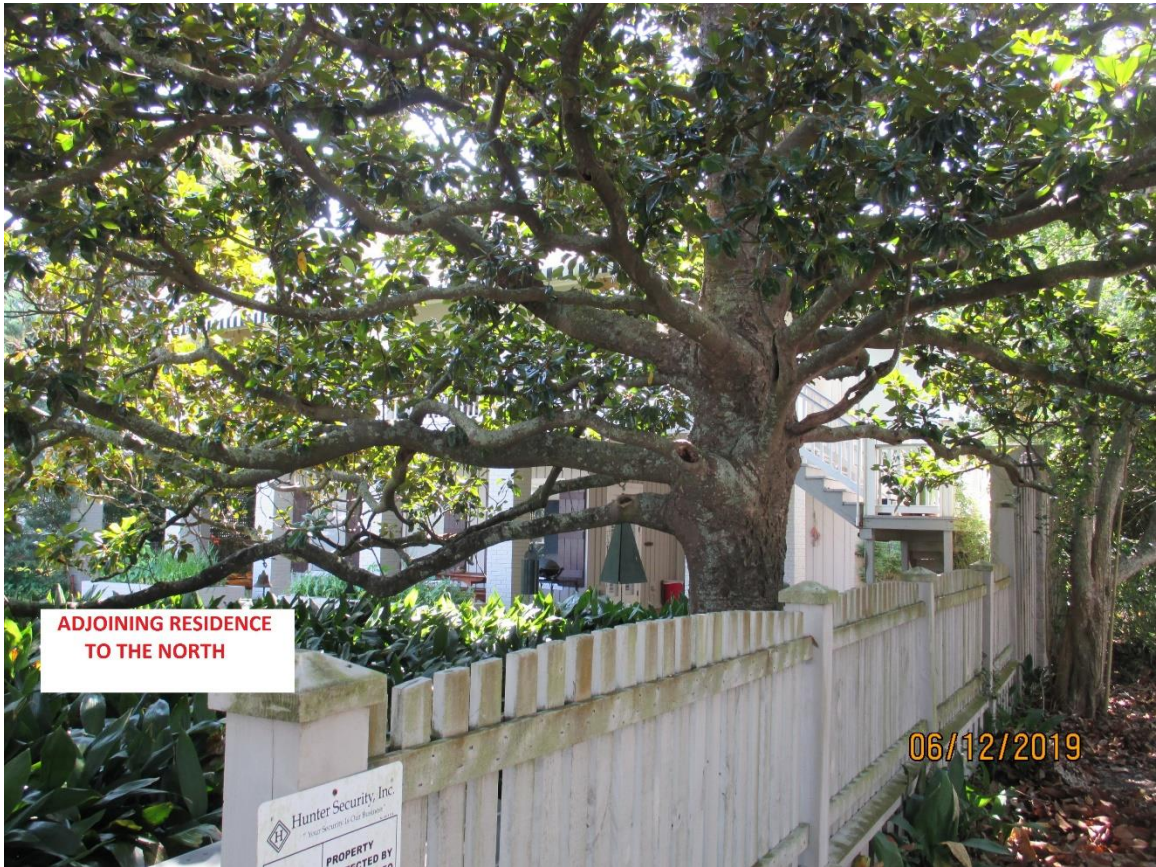
**On rezoning applications, the County Commission will make the final decision.*



Property Images





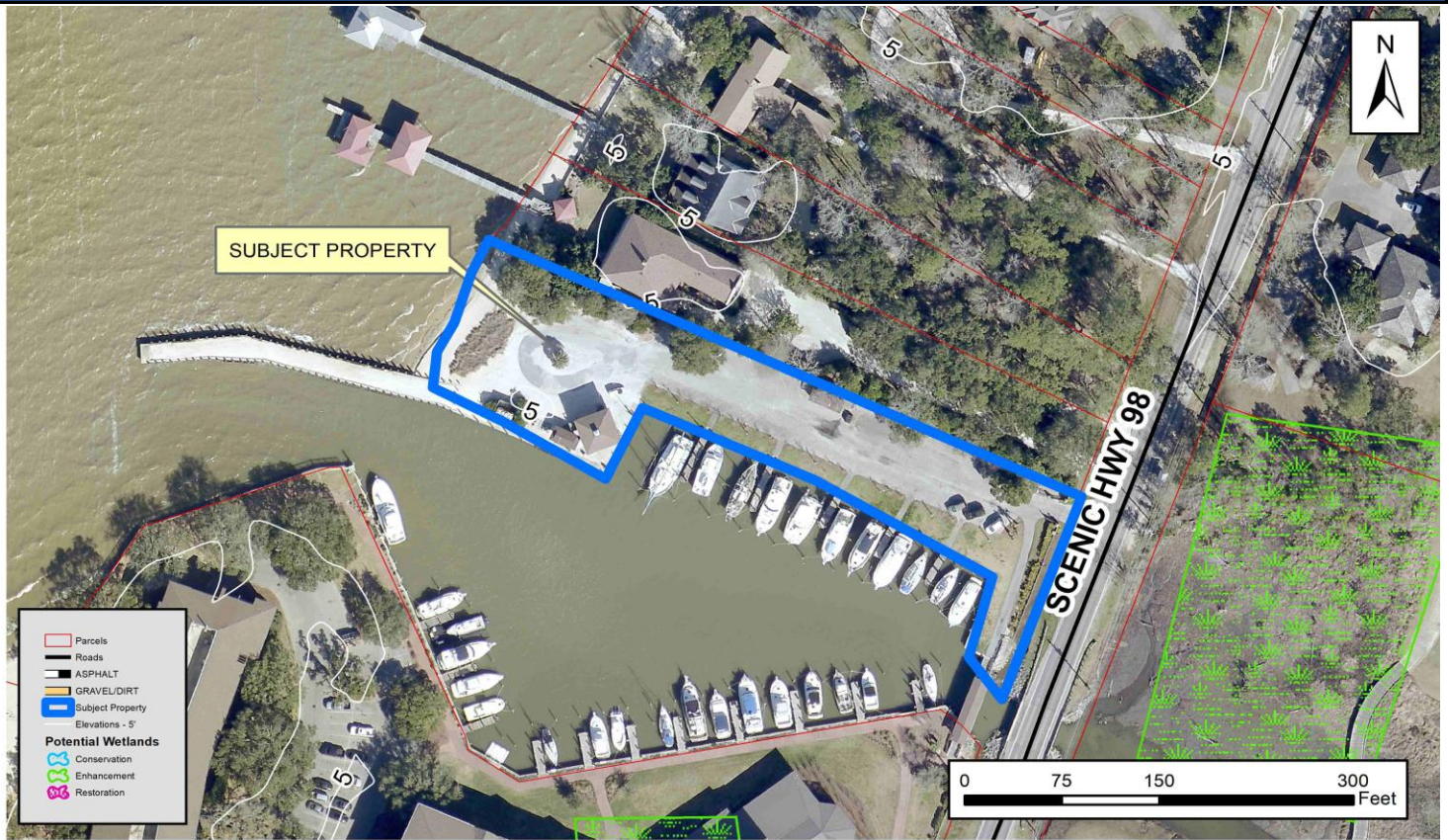




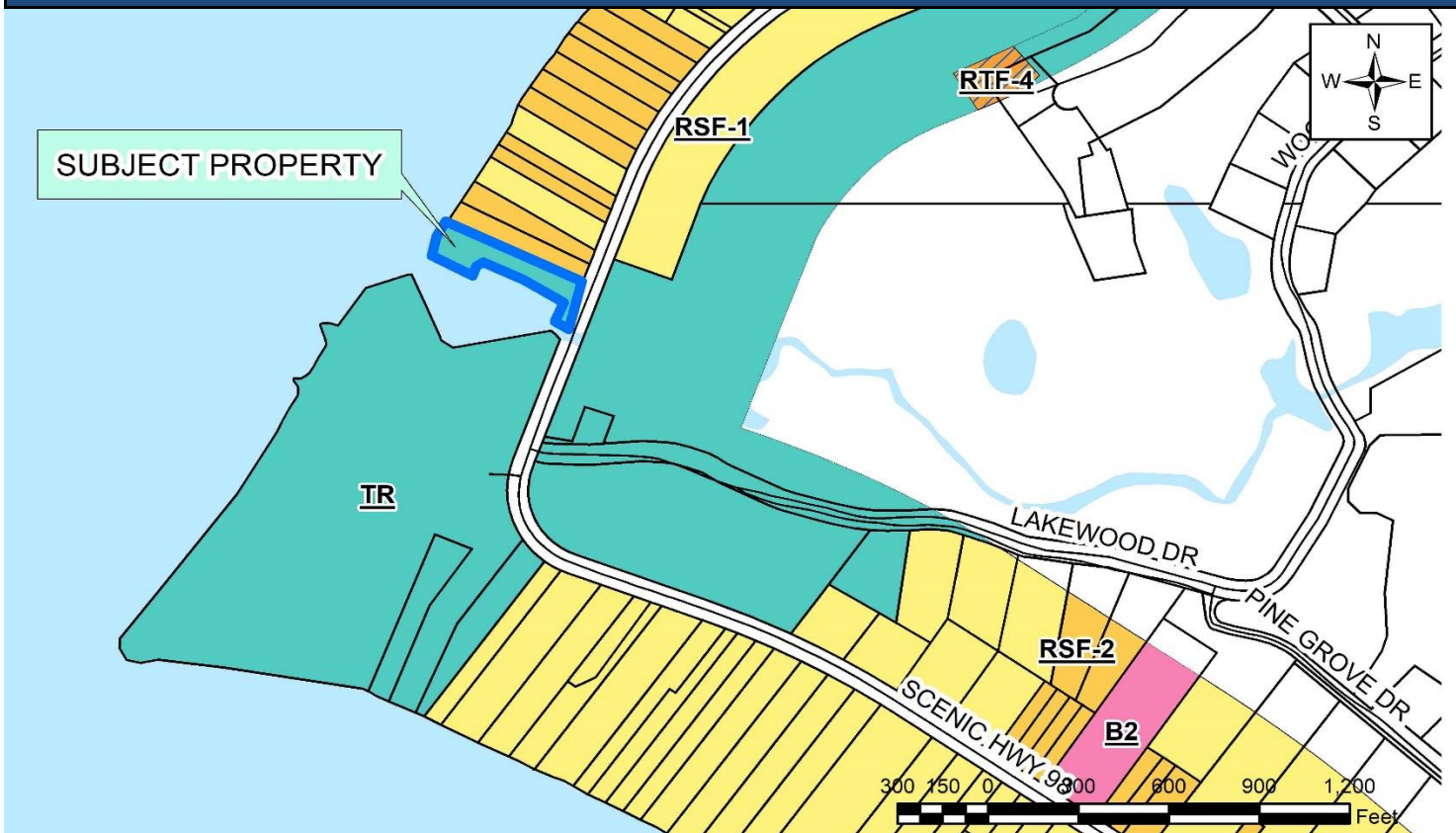
**ADJOINING PROPERTY
TO THE EAST**

06/12/2019

Site Map



Locator Map





Goodwyn Mills Cawood

2039 Main Street
P.O. Box 1127
Daphne, AL 36526

T (251) 626-2626
F (251) 626-6934

www.gmcnetwork.com

June 26, 2019

Mr. Vince Jackson, Planning Director
Baldwin County Planning and Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

Re: Z-19025

Dear Vince,

It is our understanding that the county has received several emails and letters in opposition to the above referenced case. After review of the letters and emails, it appears most of the concern is in regards to establishing a higher density zoning and possibly setting a precedent.

The application under consideration is to rezone the north 1.27 acres of the 27 acre grand hotel property from TR (Tourist Resort) to HDR (High Density Residential). The current TR Zoning is essentially a commercial zoning that has allowable uses including hotels, motels, country clubs, churches, food service, gift/novelty shops, barber shops, marinas, night clubs, bars, taverns, bed and breakfast, tourist home, convenience stores, restaurants, and offices. The proposed HDR zoning is a residential zoning that has allowable uses of multiple family dwellings, two family dwellings, townhouses, single family dwellings, churches, day care, fire station, school, and country club.

The subject property is owned and operated by RSA as an investment property for the benefit of the numerous state employees invested in the retirement system. We have been exploring development strategies for this specific area for several years and feel that the proposed use of condominiums in this area is a reasonable and appropriate use for the subject property. The proposed rezoning also employs good planning procedures as the proposed HDR zoning would be a step down from the allowable commercial uses with in the TR zoning to the single family residential zoning immediately to the north. It would essentially provide a buffer of privately owned condominiums between the hotels and residence to the north. It should be noted that as the property is currently zoned, numerous commercial uses could be implemented in the same subject area.



In response to the specific items noted in the letter received from the Point Clear Property Owners Association, Inc. (Dated 6/19/19), we offer the following.

1. The proposed HDR zoning is more compatible with the adjoining properties to the north as they both allow residential uses.
2. Condominiums are not a more intrusive use than the existing allowable uses.
3. Low density single family uses will not take place on the subject property regardless of whether or not it is rezoned. As stated above, the proposed zoning follows good planning procedures and provides a step down between the TR zoning and Single Family Zoning.
4. Any traffic concerns will be addressed at the time of development. It should be noted that 12 condominiums would result in significantly less traffic than development of additional hotel rooms and/or a restaurant in the subject area. With this being the only TR zoning in point clear, it is not possible for a precedent to be set. The request to go from TR zoning to HDR zoning is going from a higher zoning category to a lower zoning category (essentially commercial to residential). This would not set a precedent for properties zoned single family residential to be rezoned to HDR, as this would be going from a lower zoning category to a higher zoning category.
5. The proposed zoning is consistent with the current allowable uses within the TR zoning. The proposed zoning is less intrusive than the current zoning.
6. As stated above, the proposed zoning follows good planning procedures and provides a step down between the TR Zoning and Single Family Zoning.
7. The proposed zoning will have no adverse effects on the health, safety, and welfare of the community.

Regarding the submittal procedure of the application, we met with and discussed the application with county staff prior to submittal. County Staff advised that a subdivision is not required for the rezoning.

We respectfully ask for your consideration of approval of the referenced rezoning case. As you always do, we request that this application be reviewed on its technical merit, and not on any unsubstantiated fear of a possible spread of High Density Residential Zoning throughout the area.

Sincerely,

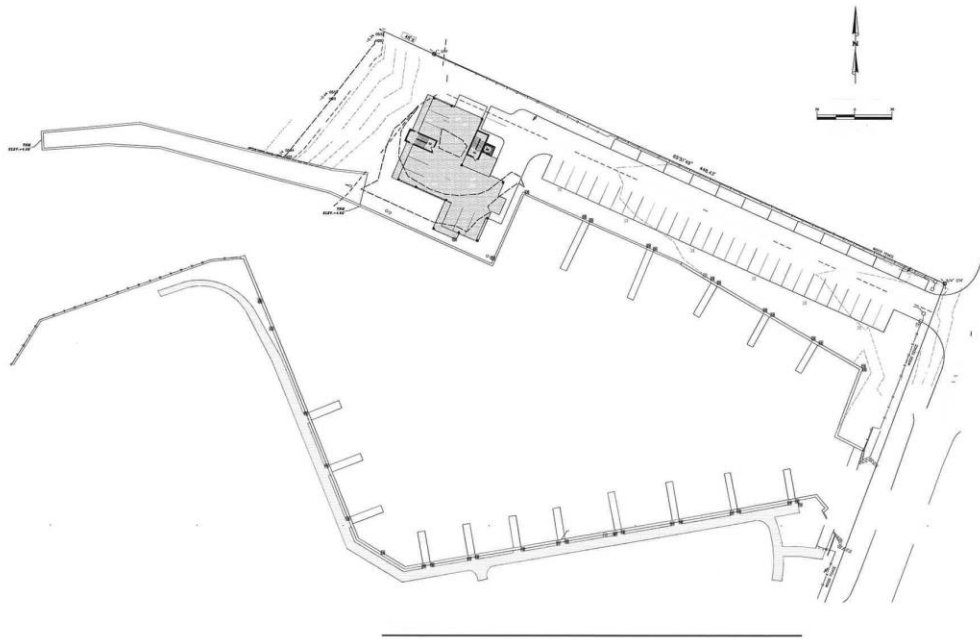
GOODWYN, MILLS & CAWOOD, INC.

A handwritten signature in blue ink, appearing to read 'Tim Lawley', with a stylized flourish at the end.

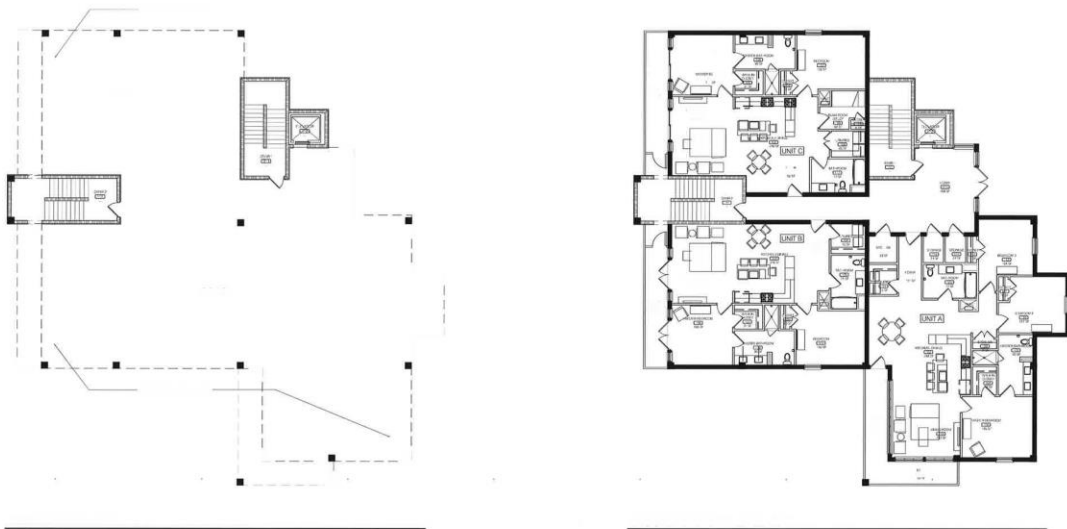
Timothy D. Lawley, P.E.

Project Manager

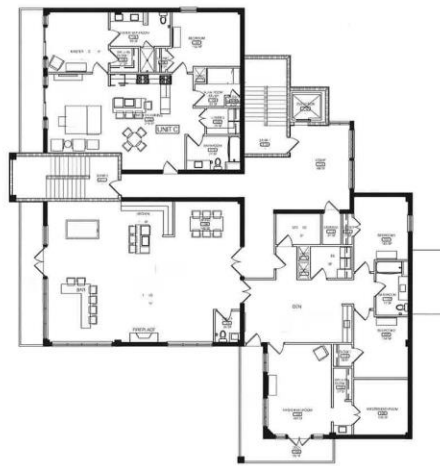
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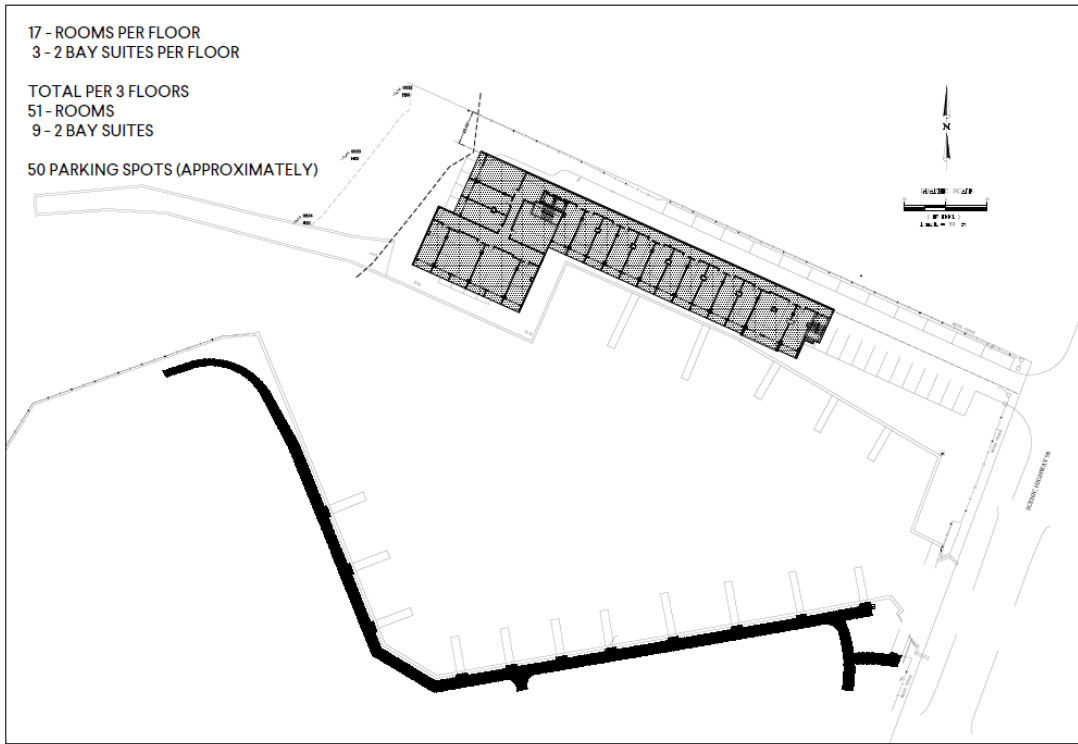


GMC



GMC





SITE PLAN
SCALE: 1" = 20'

A NEW HOTEL for the RETIREMENT SYSTEMS of ALABAMA

Point Clear, Alabama

May 1st, 2019

GMC

1 rezoning?

2 COMMISSION MEMBER DANIEL NANCE: I motion to
3 approve as presented.

4 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
5 DAVIS: Okay. There's a motion to recommend
6 approval to the Commission. Is there a second?

7 COMMISSION MEMBER BONNIE LOWRY: Second.

8 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
9 DAVIS: Thank you. Can we have roll call vote?

10 MR. VINCE JACKSON: Mr. Murphy?

11 COMMISSION MEMBER KEVIN MURPHY: Yes.

12 MR. VINCE JACKSON: Ms. Lowry?

13 (No Response.)

14 MR. VINCE JACKSON: Ms. Lowry?

15 COMMISSION MEMBER BONNIE LOWRY: Yes.

16 MR. VINCE JACKSON: Mr. Nance?

17 COMMISSION MEMBER DANIEL NANCE: Yes.

18 MR. VINCE JACKSON: And Mr. Bias?

19 COMMISSION MEMBER BRANDON BIAS: Yes.

20 MR. VINCE JACKSON: Motion carries
21 unanimously.

22 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
23 DAVIS: Thank you.

24

25 8-A - CASE Z-19025, RETIREMENT SYSTEMS OF ALABAMA

26 PLANNING AND ZONING COMMISSION CHAIRMAN SAM

27 DAVIS: Okay. The last case of the night is Case

28 Z-19025, Retirement Systems of Alabama. Do we have

1 staff report?

2 COMMISSION MEMBER BRANDON BIAS: Mr.
3 Chairman, I have to recuse myself from this case.

4 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
5 DAVIS: Okay.

6 COMMISSION MEMBER DANIEL NANCE: Mr.
7 Chairman, I have to recuse myself from this case.

8 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
9 DAVIS: All right. Thank y'all.

10 COUNTY ATTORNEY DAVID CONNER: And just for
11 the record, it takes five Planning Commission
12 members to have a quorum. Those two gentlemen have
13 a conflict of interest, so they're not leaving the
14 room. They're staying in the room -- and I mean in
15 the room -- for purposes of having a quorum.

16 The remaining members can vote. But I may
17 have a further statement about that regarding --
18 after the public hearing is concluded.

19 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
20 DAVIS: Vince, you ready?

21 MR. VINCE JACKSON: I'm ready. This is Case
22 Z-19025, Retirement Systems of Alabama property.
23 The subject property, which consists of
24 approximately 1.27 acres, is currently zoned TR,
25 tourist resort district. This property is part of a
26 larger 26.6-acre parcel, which is owned by the
27 Retirement Systems of Alabama.

28 The applicant is requesting a rezoning to

1 HDR, high-density residential district, in order to
2 develop condominium units. As proposed, 12 units
3 would be constructed in a four-story building. And
4 I would point out this is our very first application
5 requesting the HDR designation.

6 Subject property is located on the west side
7 of Scenic Highway 98 at the north end of the Grand
8 Hotel Marina in Planning District 26. And here is
9 the locator map showing the zoning and the location
10 of the property. The TR designation is unique to
11 Planning District 26, and it -- only the Grand Hotel
12 property carries that designation. And it appears
13 that it was created specifically for the Grand Hotel
14 when the zoning was adopted.

15 And then here is the aerial photography
16 showing the subject property. And as you can see,
17 you can see the yacht basin, the boat slips. And on
18 the property, which is proposed for development,
19 there are some structures and parking which are
20 associated with the boat slips. And then here's a
21 survey for the subject property and then pictures.

22 In this case, the staff has recommended that
23 the case be denied. This is a recommendation to the
24 County Commission. And our primary reasons for this
25 recommendation, and they're spelled out in the staff
26 report, first is: First, we have concerns over the
27 appropriateness of a multifamily structure adjacent
28 to a single-family structure.

1 In addition, we have concerns because the
2 subject property is located in what we refer as the
3 "V" zone. And a "V" zone is an area designated on
4 the flood insurance rate maps, to make it simple, so
5 that it can be subject to storm surge during storm
6 and seismic events. There are additional
7 requirements that are set up for properties within
8 "V" zones. There are structural requirements.
9 There are height requirements, additional height
10 requirements.

11 In this case, I believe the elevation is 12
12 to 13 feet. And also for the "V" zone, we have
13 additional setbacks, which are 50 feet from the
14 reach of mean-high tide. So it is a sensitive area,
15 and we have concerns about a high-density
16 residential of this type being constructed in the
17 "V" zone.

18 Our third major concern has to do with the
19 intent of the HDR designation when it was created
20 and concern over the precedent which would be set
21 due to the fact that this is the very first HDR
22 rezoning request. And I can elaborate on that a
23 little bit more following the public hearing.

24 As you can see, there are a number of people
25 here who are interested in this request. We have
26 received a number of letters, which you all are
27 copied on. In fact, we were still receiving emails
28 less than an hour ago. So there's very much -- very

1 significant interest in this case.

2 And I will step aside for right now with my
3 comments, but I may have some additional follow-up
4 comments at the end of the public hearing.

5 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
6 DAVIS: All right. Thank you, Vince. Any questions
7 for Vince at this point?

8 COMMISSION MEMBER BONNIE LOWRY: Vince, of
9 course this is on the water. But do they also have
10 a condominium back behind that street? Does RSA
11 also own that condominium that's behind Highway 98?

12 MR. VINCE JACKSON: Which one are you
13 referring to?

14 COMMISSION MEMBER BONNIE LOWRY: It's the
15 high-rise that's back there. It's not on the map.
16 Maybe the gentleman can answer it.

17 MR. VINCE JACKSON: You're referring to the
18 Colony?

19 COMMISSION MEMBER BONNIE LOWRY: Uh-huh.

20 MR. VINCE JACKSON: I believe that property
21 is actually in the City of Fairhope. Yeah, that's
22 in the City of Fairhope, so it's not subject to our
23 zoning.

24 COMMISSION MEMBER BONNIE LOWRY: It's in the
25 City of Fairhope?

26 MR. VINCE JACKSON: Yes, ma'am.

27 COMMISSION MEMBER BONNIE LOWRY: Okay. And
28 this is in their jurisdiction, right?

1 MR. VINCE JACKSON: It's in their permitting
2 jurisdiction and their extraterritorial
3 jurisdiction, but it's under county zoning, Planning
4 District 26.

5 COMMISSION MEMBER BONNIE LOWRY: Thank you.

6 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
7 DAVIS: Any other questions for Vince at this point?

8 (No Response.)

9 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
10 DAVIS: Thank you, Vince. We'll open the public
11 hearing at this point. Let me ask: Is there anyone
12 here to speak for this development? Is anyone here
13 representing RSA?

14 MR. TIM LAWLEY: I'm here. I forgot to sign
15 up. I apologize.

16 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
17 DAVIS: Okay. If you want to come up to the podium.

18 MR. TIM LAWLEY: Good evening, Chairman and
19 Commissioners. I'm Tim Lawley with Goodwyn, Mills,
20 and Cawood. I'm going to keep it short, as I know
21 there's a lot of people here to speak in opposition.

22 Just to touch on, kind of, where we're
23 coming from in this application. The property is
24 currently zoned TR, as Vince stated. That includes
25 a multitude of buy-right uses. A lot of those uses
26 are commercial uses, hotels and motels, accessory
27 structures and shops within the motel. There's a
28 lot of uses you have to have special permit --

1 special exception for approval.

2 So I've been working with RSA on the Colony
3 development as well as a lot of their other
4 developments around here for the past ten years or
5 so, and we have been discussing this property for
6 four to five years. And they have an intent to
7 develop something on it. And we honestly felt like
8 with the condominium approach, that we were
9 providing a step-down or a downgraded zoning going
10 from a hotel or a motel/restaurant use to a
11 privately-owned condominium use to kind of buffer
12 between the hotel and the single family.

13 In regards to what Vince says, that I think
14 what I just said covers item number one. The "V"
15 zone designation, we're well aware of that, and
16 we're well aware of the building requirements in
17 that zone. Obviously, pretty much the entire side
18 of the Bay on that side is developed within that
19 same "V" zone, so it's not something that cannot be
20 accomplished.

21 And as far as regarding or setting a
22 precedent, again, I think this is a downgrade in
23 zoning, going from TR to a residential zoning. So I
24 don't think it would be setting a precedent for
25 other single-family residencials to go with an
26 upgrade to a high-density residence.

27 That's all I've got to say right now. I'm
28 going to give these other folks an opportunity to

1 get up here and speak, and I'll be happy to address
2 any questions from y'all or them now or afterwards.

3 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
4 DAVIS: Is this property currently used for parking
5 and access to the Marina?

6 MR. TIM LAWLEY: It is.

7 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
8 DAVIS: Where would that go?

9 MR. TIM LAWLEY: It would stay there. The
10 preliminary proposed plans have additional parking
11 under the building as well as some additional
12 parking within the parking lot there.

13 I think the total number of spots we had was
14 two per unit, one per slip, and another 10 or 15
15 spots on the preliminary drawing.

16 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
17 DAVIS: Any other questions for this gentleman?

18 AUDIENCE MEMBER: What would be --

19 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
20 DAVIS: Not from the audience, just from the
21 Commission up here. Any other questions for this
22 gentleman?

23 COMMISSION MEMBER BONNIE LOWRY: Do you have
24 an idea of how large this complex is going to be,
25 how many families, how many condos? You know, we
26 don't have any information.

27 MR. TIM LAWLEY: Yes, ma'am. As Vince
28 stated, the preliminary proposal is a four-story

1 building that would be very similar in architecture
2 to the hotel buildings that are there now. There
3 would be three units per floor, and those units are
4 two bedrooms and around 1600 to 1800 square feet per
5 unit.

6 COMMISSION MEMBER BONNIE LOWRY: Parking
7 underneath?

8 MR. TIM LAWLEY: And there would be -- Yes.
9 It would be a typical raised elevation on piers like
10 you see in coastal areas, and we would have parking
11 underneath the facility.

12 COMMISSION MEMBER BONNIE LOWRY: And how
13 many did you say? How many units?

14 MR. TIM LAWLEY: Twelve units total is
15 what's proposed.

16 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
17 DAVIS: So you would add additional 24 parking spots
18 that would take away from what's there now, which is
19 hardly sufficient for the Marina at this point.

20 MR. TIM LAWLEY: Right. Like I say, I don't
21 have the total count in front of me. But I want to
22 say it's in the high 40s or low 50s, what we had
23 sketched in the preliminary site front of the plan.

24 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
25 DAVIS: Any other questions for this gentleman?

26 (No Response.)

27 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
28 DAVIS: Thank you, sir.

1 MR. TIM LAWLEY: Thank you.

2 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
3 DAVIS: Now, the spokesperson back in the back,
4 would you come on up and state your name?

5 In the meantime, could we have everyone
6 that's here in opposition to stand just we'll see
7 how many there are?

8 (AUDIENCE MEMBERS STAND.)

9 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
10 DAVIS: Okay. Thank, y'all.

11 MR. MICHAEL UPCHURCH: Commissioners, good
12 evening. My name is Michael Upchurch, and I
13 represent the Point Clear Property Owner's
14 Association. And I can assure you that every one of
15 these folks would love to get up and share their
16 thinking with you, but we have organized ourselves
17 to cover the issues that we think are important
18 among four different speakers. I hope that will be
19 acceptable.

20 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
21 DAVIS: As long as there's not repetition.

22 MR. MICHAEL UPCHURCH: Yes.

23 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
24 DAVIS: Because we have read all the letters and all
25 the emails. So we just don't want a lot of
26 repetition, but we'll listen to anything that's new
27 or has not been covered.

28 MR. MICHAEL UPCHURCH: Right. And we've

1 tried to design it so there won't be repetition.

2 Let me start out by saying -- by addressing
3 the comments that what's being proposed, the
4 condominiums, would be a downgrade. We disagree.
5 This is a almost exclusively single-family
6 residential area. It has three separate historic
7 districts that are on either side of the hotel, as
8 you can visually -- (SHOWS PICTURES) -- which is
9 what I'm talking about. The pink areas are the
10 historic districts, three different historic
11 districts. Then the Grand Hotel, which is historic
12 itself, and this little sliver here is what's
13 proposed to put condos on.

14 COUNTY ATTORNEY DAVID CONNER: Just for
15 purposes of the video, this is now on Facebook and
16 recording, so make sure you speak in the camera if
17 you can -- in the microphone if you can, because
18 nobody at home can hear it.

19 MR. MICHAEL UPCHURCH: Okay. And my point
20 is that the hotel in this community, the
21 single-family residence community, have grown up
22 together. And they are connected and always have
23 been. And it's a unique character of this community
24 that this community has worked for hard to protect.

25 What is completely incongruent, inconsistent
26 conflicting in this community and with the historic
27 nature of the Grand Hotel are multifamily
28 condominiums shoehorned into this very small sliver

1 of land by the yacht basin. It is a completely
2 offensive change to the character of the
3 neighborhood, which is why you have so many people
4 here in opposition.

5 What I'm going to talk about briefly is
6 something that Vince touched on, and that's the HDR
7 designation. Because I've looked at the transcripts
8 from your meetings several years ago when y'all
9 created that. It was a thoughtful meeting, a lot of
10 discussion, a lot of consideration.

11 And Vince explained at the time -- Vince
12 proposed it as something new, because the County was
13 missing out on controlling development and zoning,
14 because some developers adjacent to municipalities
15 were annexing in to be allowed to have
16 higher-density development. And the idea was for
17 the County to exercise some control over those
18 developments when they're adjacent to municipalities
19 -- which this is not. This sliver of property is
20 not adjacent to a municipality. It is adjacent to a
21 residential county neighborhood.

22 (HOLDING SIGNS OF TRANSCRIPT) I wanted to
23 remind you of the conversation --

24 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
25 DAVIS: Since this is live streamed now, maybe
26 someone else can hold the placard for you.

27 MR. MICHAEL UPCHURCH: Let me start by
28 saying something -- by reminding y'all of something

1 Commissioner Lowery had to say. And this isn't on
2 the board, but Commissioner Lowery had concerns
3 about the HDR development and how it was going to be
4 used.

5 And she said -- and this is foreshadowing:
6 "I don't think you should be able to use that one
7 acre to put 12 units next to another acre that is an
8 estate with one or two houses on it." That is
9 exactly what we have on this proposal, homes on
10 large Bay-front lots, single-family homes adjacent
11 to a piece of property that someone is trying to put
12 12 units on.

13 David Conner, your excellent lawyer, pointed
14 out that, "HDR was only a tool to be used when you
15 and the County Commission think it can be used
16 correctly. Just because we have a designation
17 available doesn't mean you give it everywhere.
18 Just because they ask, we're not going to recommend
19 it necessarily. Another tool does not have to be
20 used on every property."

21 And Vince chimed in and said, "No, that's
22 right."

23 And then David said, "I think you all" --
24 meaning the Commissioners -- "would be more
25 conservative in where you would use this district
26 and how you would deal with development. In other
27 words, given the nature of the HDR, you would be
28 especially vigilant in how it was applied to make

1 sure it was applied correctly and not
2 indiscriminately."

3 And then Vince -- and I don't even need
4 these blow-ups to hide Vince since he's who I'm
5 talking about. Vince said, "Our County Commission
6 and our staff would exercise more discretion in
7 where we recommend this. It's not going to be
8 applied everywhere. There are some areas that it's
9 most certainly not appropriate." And this is
10 important: Then he said, "That's why we make
11 recommendations." And in this case, we know what
12 his recommendation is, what the staff's
13 recommendation is, and it's denial.

14 It was a tied vote. The Chair broke the
15 tie. It was a close call. And here we are today,
16 the first HDR request. And this is so important,
17 because this will set a precedent of how does a
18 community get ruined. How does Orange Beach happen?
19 It's one exception at a time. It's one precedent
20 that can be latched onto that creates momentum that
21 takes you down a path that is the wrong path. And
22 that's why all these folks are here this evening,
23 because we do not want Point Clear to go down that
24 path.

25 The citizens of District 26 voted back in
26 the nineties to institute county zoning for tonight
27 -- for a night just like tonight, when they would
28 have an opportunity to have their voice heard and to

1 have representatives -- their representatives
2 control growth, to stop unwanted, inappropriate,
3 destructive increases in density in their community.
4 That's why they're here. That's why they voted to
5 have zoning. So we think it's critical that this
6 not be allowed. This would open up the gate.

7 RSA -- I don't blame RSA. What RSA does is
8 develop. I think if I parked a flatbed truck out in
9 the street too long, they would put a condo on it.
10 I mean, it's what they do, and it's just the nature
11 of the beast. And they are creative, and they will
12 push the envelope, and they will keep developing
13 until they're stopped. They're not evil. They're
14 not bad, but it's their nature. And we are here to
15 not let what has happened in other communities to
16 destroy the unique nature of those communities
17 happen in Point Clear.

18 This is critical. It's also a tiny sliver
19 of land entirely inappropriate for a high-density
20 condominium. And if you have seen it, you know what
21 I'm talking about. It is barely a little over 100
22 feet wide, a very low adjacent to a yacht basin, and
23 it creates a buffer.

24 The TR zone was created for the Grand Hotel.
25 It is the Grand Hotel. The TR zone is more
26 restrictive in the setbacks than the HDR zone. That
27 is why RSA is asking to rezone this one sliver of
28 their property; not to do us a favor and to do

1 something less than TR, but to do something they
2 can't do in the TR zone, which is put this building.
3 They cannot put this building of this size in the TR
4 zone with the existing setbacks.

5 So they're trying to take advantage of the
6 new HDR zone to cram a condominium on this little
7 piece of property and eliminate the buffer that this
8 side of the yacht basin has presented for decades
9 for the community.

10 And I'm sure that the owners of the hotel,
11 the operators of the hotel, never dreamed when the
12 TR zone was established, that somebody at some point
13 was going to try to put condominiums on that little
14 slice of land on the north side of the yacht basin.
15 So that's my point.

16 And now, if you will allow Matt Mosteller,
17 who has the house not adjacent to the proposed site
18 but one beyond that, to speak to you, I would
19 appreciate it.

20 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
21 DAVIS: All right. Let's have him up.

22 MR. MATTHEW MOSTELLER: Thank you. My name
23 is Matthew Mosteller. I live at 17999 Scenic
24 Highway 98. I live two doors -- My wife and I live
25 two doors north of the Grand Hotel Marina. I'm a
26 registered voter here in Baldwin County. My house
27 is homesteaded there. We have been there for almost
28 30 years.

1 I'm here as a representative of the Property
2 Owner's Association to tell you that there is a
3 group of 400 households that unanimously are against
4 this rezoning. I'd like to tell you a couple of
5 reasons why I personally am against it.

6 A few weeks ago when all the rumors were
7 going around regarding what was going to happen to
8 the hotel and marina, we tried to get in touch with
9 RSA to find out what was going to happen, and we
10 were having a hard time meeting with them.

11 So if you need to find out something going
12 on in the Bay, who do you call to get all your
13 information? You call Jimbo Meador, okay? Jimbo
14 Meador has lived on the Bay his whole life. In his
15 letter of objection, he said he and his wife have
16 been here for 170 years.

17 So he told me, he said, "I don't want to
18 spread any rumors, but I heard they're going to
19 build a pig farm."

20 So I said, "Well, you know what? We need to
21 meet with RSA and find out what's really going to
22 happen."

23 So a couple of their executives from
24 Montgomery drove down. I think they were the
25 president and the vice president of the real estate
26 development. They came down and made their
27 presentation and told us they wanted to build 12
28 units. They realized they were in a flood zone.

1 They realized that it was going to be next to R-1,
2 that they were going to be in a historic district,
3 that they were going to be the first high-density
4 residential. They agreed to all of that, but it
5 didn't really bother them that much.

6 The point that I want to make is that if you
7 drive down Scenic Highway 98 on any day, you got
8 runners, bikers, people walking their dogs, pushing
9 their children. We have the Jill Hall Bike Path and
10 Running Path. That's the only place we can safely
11 walk now. You would not want to walk down Section
12 Street anymore. You don't want to walk 181 or 13.
13 You go down Scenic Highway 98.

14 And I think it's only going to get worse
15 because RSA, as you know, is going to build -- they
16 have permission to build over 800 houses between
17 Section Street and Twin Beach. And all of that is
18 going to funnel into Section Street and funnel into
19 Twin Beach. That leaves Scenic Highway 98 for our
20 pedestrians, and we want to keep it that way.

21 This past spring, there was a physician from
22 Fairhope was going around the curve on his bicycle.
23 There's a lot of pedestrian crosswalk there now.
24 There's even two stop zones on that curve. His
25 brakes locked with a pedestrian, he broke his back.
26 He was Life Flighted out of there. He ended up in
27 Atlanta for six weeks of rehab. He's back at work.
28 But if we keep increasing density, we're going to

1 see more and more of these things happening.

2 I'm a member of the Colony Club, the
3 Lakewood Club. And I respect the relationship that
4 Point Clear has with the Grand Hotel. The Grand
5 Hotel has been there for 150 years. I respected
6 that they came back after Katrina and rebuilt. They
7 could have walked away. I respected that they
8 rebuilt the golf courses with the Trent Jones tour.
9 It brings in the tourism. I don't agree with their
10 800 houses in the Colony, but that's in an unzoned
11 area. This area is zoned for R-1 and R-2, and we
12 are against the high-density residential.

13 So in summary, I'd like to say one thing,
14 and that is to quote Jimbo Meador. "Let's keep
15 Scenic Highway 98 scenic." Thank you.

16 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
17 DAVIS: Thank you. Give me just one second.

18 (CHAIRMAN OFF-THE-RECORD DISCUSSION WAS
19 HAD.)

20 PLANNING AND ZONING COMMISSION CHAIRMAN SAM

21 DAVIS: Okay, sir. Go ahead and state your name.

22 MR. DANNER FRAZER: Can I give you a
23 handout?

24 PLANNING AND ZONING COMMISSION CHAIRMAN SAM

25 DAVIS: Sure.

26 MR. DANNER FRAZER: My name is Danner
27 Frazer. My wife and I have a house eight houses
28 north of this land that's supposed to be rezoned --

1 that request to rezone, and it's been in my wife's
2 family for a lot of years. Her dad, who grew up in
3 New Jersey and traveled the world in the shipping
4 business, used to say that there's no finer place in
5 the world than Point Clear, Alabama. And that's
6 what we're trying to preserve.

7 The handout that I've given you -- and
8 Michael Upchurch, by the way, has said a lot of what
9 I was going to say, so I'm going to skip through it.
10 But the handout I've given you just highlights some
11 points that the Baldwin County Commission has stated
12 its support for the very thing we're here about
13 today.

14 Because if you look in the brochure I gave
15 you, it says, "The Baldwin County Commission will
16 preserve the excellent and unique quality of life
17 for Baldwin County."

18 The master plan says -- in the booklet that
19 says, among other things, "Growth on the Eastern
20 Shore will need to characteristically fit with its
21 history." Interestingly, the Grand Hotel touts the
22 unique, quiet residential nature of our
23 neighborhood.

24 They, on their website, they site magazine
25 articles, including one that quotes Fannie Flag
26 saying, among other things, "There's always been
27 something magical about Fairhope." And she was
28 referring to an earlier visit. And now so many

1 years later, there still is Fairhope. It's unlike
2 in other small town.

3 Another article, "Fairhope and its
4 surrounding area is one of those rare places that
5 remains deeply itself despite the world changing
6 around it." I don't know if it's going to continue
7 to be itself after those 800 houses, but anyway, it
8 used to be.

9 And then the general manager over the hotel
10 is quoted as saying, "The local community is so
11 important to the hotel." But it seems to me there's
12 a disconnect between the people in the hotel who
13 appreciate the quiet residential neighbor -- nature
14 of the neighborhood in which the hotel exists, and
15 the disconnect between them and the business people
16 in Montgomery or wherever they are who want to
17 squeeze dollars out of dirt.

18 And so they said it in the letter that they
19 wrote to you, that they have been trying to figure
20 out a way to make money out of this land, and they
21 finally came up with this, is what they could come
22 up with. Well, I call your attention also to the
23 Baldwin County Zoning Ordinance, section 19.6 for
24 changes, and it has some criteria. Vince addressed
25 them in his report, and I've addressed them here.
26 And in my opinion, they have not met a single one of
27 those criteria.

28 As been said, this zoning has existed since

1 1993. They bought the property in 1999. Nothing
2 has changed. It's still a residential area. That
3 marina is just like it's been for over 70 years. So
4 one other things in the criteria for zoning changes,
5 under subparagraph "F," it makes a very important
6 statement. "Economic considerations pertaining to
7 the applicant shall not be a consideration." So the
8 fact they want to make money out of it is not an
9 issue and not to be considered.

10 So I just repeat what Michael said, a
11 community can be destroyed one exception at a time,
12 and we ask you to please preserve the quality on our
13 community in Point Clear. Thank you.

14 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
15 DAVIS: Thank you.

16 MR. ALLAN CHASON: Mr. Chairman, members of
17 the Commission, I'm Allan Chason. I live on Scenic
18 Highway 98, a short distance south from the Grand
19 Hotel, and I'm here in opposition to this
20 application.

21 District 26 where this property is situated
22 runs along Scenic 98, a short distance away from the
23 Bay, just a narrow corridor down the Bay from the
24 south city limits of Fairhope at the north end to
25 Pelican Point and Weeks Bay on the south end. So
26 I've not measured that distance, but five or six --
27 seven miles, something like that.

28 I haven't counted the number of parcels in

1 District 26, but I feel sure it's in excess of 1,000
2 parcels. Whatever number there are, my conservative
3 judgment is that more than 95 percent of them are
4 zoned either RSF-1 or RSF-2. This is a low-density,
5 single-family community, unlike any other district
6 in this County. There's not another one. Magnolia
7 Springs used to be like that, and it's a city now.
8 Orange Beach was like that one time.

9 I had an unusual experience two weeks ago.
10 I talked to Griffin Powell, who is the planner at
11 the City of Orange Beach, about a client I have
12 there who has a single-family lot, 100-foot lot on
13 the Gulf zoned single family, one of the few left.
14 He is surrounded by 14-story buildings. And he
15 finally gave in, and he said, "I want to sell mine
16 for a bunch of money."

17 Would you believe that now after some 30
18 years since Hurricane Frederick, Orange Beach has
19 now decided they made a mistake in their
20 high-density development? The traffic is swallowing
21 them. They allow 42 units an acre in their
22 high-density district. District 26 in Point Clear
23 on the other hand, 95-plus percent of it allows
24 either one or two units an acre. Those are two very
25 different communities, and we want to keep ours like
26 it is.

27 The County master plan that was only adopted
28 a few years ago recognizes this fact. It recognizes

1 that Point Clear is a low-density district. The HDR
2 that is proposed here would not be one or two units
3 an acre. It would be 12 units an acre, which is
4 unprecedented in Point Clear. There is no
5 12-unit-an-acre development. And the development
6 that Commissioner Lowry mentioned is not in District
7 26. It's in the City of Fairhope, and so the
8 citizens of Fairhope will have to discuss that. We
9 do not want to turn Scenic Highway 98 into another
10 Highway 181 or even a South Section Street. We want
11 it to remain scenic.

12 I was in the Bicycle Shop last Saturday
13 morning. I went to the hardware store, and I saw
14 the Bicycle Shop and thought I'd stop in there and
15 see what they think of this. The lady at the
16 counter turned her computer around and said, "This
17 is the website that bicyclists use when they decide
18 where they're going for their races and to take a
19 Saturday morning ride." It's Speeder.com or
20 something like that. They had a bright red line on
21 Scenic 98 south of Fairhope advertising to all the
22 world that that's a great place to ride their
23 bicycle. They can't ride on 181 anymore.

24 And we've had a number of -- Any day,
25 particularly on Saturday and Sundays, you see a
26 constant stream of bicycles up and down that street.
27 They don't like to ride on the Eastern Shore Trail
28 that Teko Wiseman built. For the most part, that's

1 the pedestrians on the trail, and the bicyclists
2 like to use the highway. And if you get behind a
3 pack of six or eight of them, you just go slow. You
4 find a way to get around them.

5 To add another 12 units of people into that
6 environment is not good, particularly at that curve
7 in Point Clear where the hotel had to put parking on
8 the east side of 98 because they don't have enough
9 parking on the west side. And now you've got
10 pedestrian walkways across the highway for both
11 guests and employees to go back and forth.

12 Mr. Chairman, you mentioned the size of this
13 property. There's a survey attached to the
14 application, and it's very irregular. I tried to
15 scale it, and I'm not sure about what the dimensions
16 of it. It says 1.27 acres. But the west end of it
17 is a "J." I mean, you can reach from one side to
18 the other. The widest place I see looks like they
19 might have 120-foot square right in the middle of it
20 to build something.

21 Well, now, Vince mentioned the velocity "V"
22 zone from the flood ordinance requires a 50-foot
23 setback. I think that's going to be from the south
24 side, which is against the sea wall against the
25 yacht basin. The buffering requirements of the
26 zoning ordinance require 25-foot setback where it's
27 up against single-family residential. So if it's
28 120 feet wide, they got 75 feet of setbacks. So

1 they've only got less than 50 feet, the way I've
2 looked at it to build something on. And several
3 people mentioned squeezing in a condominium. That
4 is squeezing in a condominium.

5 Another question that you alluded to,
6 Mr. Chairman, what happens to the yacht basin?
7 Because right now, it is not undeveloped. I bought
8 fuel there last Sunday. It has a fuel dock, and it
9 has a two-story harbormaster office where they
10 monitor channel 16 on the marine radio. And those
11 uses are what's called "accessory uses" in the
12 ordinance, and they can be there as long as it's TR.

13 But if they rezone it to HDR residential,
14 they can't have fuel sales. They can't have a
15 harbormaster's office. And the south side of the
16 yacht basin is built up, so I don't know where those
17 uses would go. Now, that's something for them to
18 explain.

19 There's 36 boat slips in that yacht basin.
20 There's got to be parking for those people, and
21 there's got to be 24 or so parking spaces for the
22 new development. There's just not enough room.
23 They don't have enough parking spaces now. The
24 ordinance requires the hotel to have 1.25 spaces per
25 guest bedroom. They advertise they got 405
26 bedrooms, therefore, they've got to have 506 parking
27 spaces. They ain't got it now.

28 The last thing I want to say is that

1 Mr. Lawley mentioned that the justification for
2 this was that they could put a restaurant and a
3 night club, this, that, and the other, so it's
4 really no big deal to put HDR. With all due
5 respect, he's mistaken. If you read the uses, it
6 can be made in a TR, it does reference night clubs,
7 taverns, bed and breakfast, tourist home,
8 convenience stores, restaurants, and offices. But
9 those are only permitted by special exception.
10 They're not -- they cannot be put there as a matter
11 of right.

12 That application for a special exception, I
13 believe, would have to go to the Board of
14 Adjustments, number two, made up of local people
15 over there, and I don't believe that would be
16 granted. Similarly, he says that in the HDR, that
17 they can put food service, gift or novelty shop,
18 barber shop, or beauty shops. That's not right
19 either. Those uses can only be made if they're
20 accessory uses, which is defined under the
21 ordinance, to the hotel. So if they've got
22 condominiums, they wouldn't be accessory units to
23 the hotel.

24 So our point is: There's a very big
25 difference between HDR and TR, and we don't think
26 you ought to allow the change.

27 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
28 DAVIS: Thank you, sir.

1 COMMISSION MEMBER BONNIE LOWRY: Mr. Chason,
2 do you happen to know the elevation of the property?

3 MR. ALLAN CHASON: It wasn't reflected on
4 the survey. But from experience, I would say that
5 the mean high tide is maybe -- the grade elevation
6 is maybe three feet at high tide, maybe four. But
7 the water there is affected by the ebb and flow of
8 the tide. There's a sign on the channel going out
9 into the Bay that cautions boaters, that you may hit
10 bottom on low tide.

11 I mean it's -- It is definitely public water
12 that I think you definitely measure that velocity
13 "V" zone from the south side against that tidal
14 water which cuts down the usable width of this lot
15 to something less than 50 feet.

16 COMMISSION MEMBER BONNIE LOWRY: Well, the
17 reason I was asking is because you have to have
18 parking underneath whatever's built there. And of
19 course, it's two cars per bedroom that has to be
20 available. And if it's in a flood-zone area, those
21 cars are not safe and neither is anybody going to
22 them.

23 MR. ALLAN CHASON: I agree completely.
24 Thank you, Mr. Chairman.

25 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
26 DAVIS: Thank you. And I'm sorry, but the
27 representative, I forget your name.

28 MR. TIM LAWLEY: I'm Tim Lawley.

1 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
2 DAVIS: Would you like to come back up?

3 MR. TIM LAWLEY: Tim Lawley with Goodwyn,
4 Mills, and Cawood. I want to thank everybody for
5 coming out tonight and all the comments. I do want
6 to address the first gentleman that spoke. I
7 believe his name was something-Upchurch.

8 In regards to the -- He stated the reason we
9 wanted to go to HDR is because it had more generous
10 setbacks, and something to that effect. That is
11 actually the opposite. The pertinent setback in
12 that area would be the side setback, which would be
13 the north setback. The TR district allows a 20-foot
14 setback. HDR actually allows a 25-foot setback, so
15 it does actually increase the setback on that north
16 property line to go from TR to HDR.

17 Really, well, there's a lot of information
18 out there. And I think at this time, we would like
19 to maybe table this application and give us some
20 more time to respond to some of these comments and
21 provide some more information to the County, if the
22 Planning Commission would find that appropriate?

23 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
24 DAVIS: All right. Thank you. I think our attorney
25 wants to make a statement as well.

26 MR. TIM LAWLEY: Okay. Thank you.

27 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
28 DAVIS: Thank you.

1 COUNTY ATTORNEY DAVID CONNER: Are you
2 wanting to table it indefinitely, or are you asking
3 that it be tabled to the next meeting? What are you
4 asking for?

5 MR. TIM LAWLEY: Tabled to the next meeting.

6 COUNTY ATTORNEY DAVID CONNER: That's
7 certainly within the Planning Commission's
8 prerogative to do that. There are several issues
9 that I think y'all need to address, some that have
10 not been spoken here tonight --

11 MR. TIM LAWLEY: Okay.

12 COUNTY ATTORNEY DAVID CONNER: -- as it
13 relates to that. And also we have -- I think that's
14 a good idea, because we have an unusual situation to
15 where we have only three members that can vote out
16 of nine, and one of them votes if there's a tie.
17 And so on such a decision that I think of the
18 magnitude of this, I think it would be prudent to
19 have more eyes and ears looking at this.

20 And so what I would recommend as part of
21 that is to not only to table the action, but also to
22 -- if there's no one else to speak -- and you
23 haven't asked that question yet, if there's anybody
24 to speak -- would be to recess the public hearing
25 and to reconvene at that hearing with the completed
26 information that you have. And that way you can
27 reopen the public hearing, give anybody else a
28 chance to speak if they need to, and hopefully we'd

1 have more people here.

2 Now, I'm not saying that it would be illegal
3 here if a vote was taken, but it's just an odd
4 scenario to have this few people in this
5 circumstance voting on something that is that
6 important to that community.

7 So I like your idea of tabling. I would
8 recommend that. But I also recommend that once the
9 public hearing is done tonight, that you just recess
10 the public hearing to that next meeting and then
11 reopen it to allow additional people to speak.

12 PLANNING AND ZONING COMMISSION CHAIRMAN SAM
13 DAVIS: Don't we have two things going on? If the
14 applicant is asking to table it, that would be
15 basically withdrawing this, wouldn't it? So --

16 COUNTY ATTORNEY DAVID CONNER: No, it's not
17 withdrawing it. He's just asking for you to take
18 the action -- or postpone the action, is probably
19 the better word -- to postpone the action to the
20 next meeting or table it to the next meeting. It
21 will come up at the next meeting for consideration.

22 And the reason that I add about the recess
23 in there is that if you close the public hearing
24 tonight, you can always open it back up. But if
25 something was to change, it might be a notice
26 questions. So if you recess this meeting and you
27 reconvene it and there's no notice requirements,
28 everybody here has knowledge as well as the public,

1 and then it will come up on the agenda as well.

2 PLANNING AND ZONING COMMISSION CHAIRMAN SAM

3 DAVIS: So we'd have to recess the public hearing
4 before we ask for the motion to table?

5 COUNTY ATTORNEY DAVID CONNER: Right.

6 PLANNING AND ZONING COMMISSION CHAIRMAN SAM

7 DAVIS: Okay.

8 COUNTY ATTORNEY DAVID CONNER: Right; recess
9 and reconvene.

10 PLANNING AND ZONING COMMISSION CHAIRMAN SAM

11 DAVIS: Thank you.

12 MR. TIM LAWLEY: All right. Thank you.

13 PLANNING AND ZONING COMMISSION CHAIRMAN SAM

14 DAVIS: Okay. We will recess the public hearing at
15 this point to be reopened at the next meeting.

16 Applicant has asked to table. Is there a motion to
17 do so?

18 COMMISSION MEMBER KEVIN MURPHY: I make a
19 motion to accept this.

20 PLANNING AND ZONING COMMISSION CHAIRMAN SAM

21 DAVIS: Okay. There's a motion to table this until
22 the next meeting. Is there a second?

23 COMMISSION MEMBER BONNIE LOWRY: Second.

24 PLANNING AND ZONING COMMISSION CHAIRMAN SAM

25 DAVIS: Okay. There's a second. All in favor, say
26 "aye."

27 (COMMISSION MEMBERS SAY AYE IN UNISON.)

28 PLANNING AND ZONING COMMISSION CHAIRMAN SAM

1 DAVIS: Motion to table passed.

2

3 9 - PUBLIC COMMENT

4 PLANNING AND ZONING COMMISSION CHAIRMAN SAM

5 DAVIS: That concludes the meeting for tonight.

6 With the exception of any public comment?

7 MR. VINCE JACKSON: I don't believe there's
8 any additional public comment, Mr. Chairman.

9

10 10 - OLD BUSINESS

11 PLANNING AND ZONING COMMISSION CHAIRMAN SAM

12 DAVIS: Any old business?

13 MR. VINCE JACKSON: No old business.

14 COMMISSION MEMBER BONNIE LOWRY: Can I ask
15 Vince a question?

16

17 11 - NEW BUSINESS

18 PLANNING AND ZONING COMMISSION CHAIRMAN SAM

19 DAVIS: Any new business?

20 MR. VINCE JACKSON: No new business.

21

22 12 - REPORTS AND ANNOUNCEMENTS

23

24 12-A - STAFF REPORTS

25 PLANNING AND ZONING COMMISSION CHAIRMAN SAM

26 DAVIS: Any other staff reports?

27 MR. VINCE JACKSON: I just wanted to
28 mention, and you mentioned this earlier in the

1 spokesperson. We've heard this case once before,
2 and so we'd like to have some help from you guys
3 as far as time management.

4 And if the -- once you pick a spokesperson
5 and they give their side of the case, if they
6 miss something, I'll ask if anything needs added
7 from the other people in opposition. We'll
8 recess for five-minutes.

9
10 (A recess was taken at 7:36 p.m.)

11 (The Baldwin County Planning and Zoning Commission
12 meeting resumed at 7:47 p.m.)
13

14 PLANNING AND ZONING COMMISSION CHAIRMAN

15 SAM DAVIS: Okay. We'll call the meeting back to
16 order. If I could have your attention, please.
17 We'll call the meeting back to order.

18
19 **10 - OLD BUSINESS**

20
21 **10-A - CASE Z-19025, RETIREMENT SYSTEMS OF ALABAMA**

22 **PROPERTY**

23 PLANNING AND ZONING COMMISSION CHAIRMAN

24 SAM DAVIS: All right. The next case, Z-19025,
25 Retirement Systems of Alabama. Do we have a
26 staff report?

27 MR. VINCE JACKSON: We do, Mr. Chairman.

28 COMMISSION MEMBER BRANDON BIAS:

1 Mr. Chairman, before we begin, I need to recuse
2 myself from this case.

3 PLANNING AND ZONING COMMISSION CHAIRMAN

4 SAM DAVIS: Okay.

5 COMMISSION MEMBER DANIEL NANCE:

6 Mr. Chairman, I recuse myself from this case.

7 PLANNING AND ZONING COMMISSION CHAIRMAN

8 SAM DAVIS: All right.

9 COMMISSION MEMBER PULMER TONSMIRE:

10 Mr. Chairman, I recuse myself from this case.

11 PLANNING AND ZONING COMMISSION CHAIRMAN

12 SAM DAVIS: All right. We've got three recusals.

13 MR. VINCE JACKSON: This is Case

14 Z-19025. This case was originally considered by
15 the Planning Commission on July 11th. At that
16 time, the case was tabled originally until
17 August 1st and then again until tonight's meeting
18 on September 5th.

19 The subject property, which consists of
20 approximately one-point-two-seven (1.27) acres,
21 is currently zoned TR, which is a Tourist Resort
22 District. It's part of a larger
23 twenty-six-point-six (26.6) acre parcel, which is
24 owned by the Retirement Systems of Alabama.

25 The applicant is requesting a re-zoning to
26 HDR, which is the High Density Residential
27 District, in order to develop condominium units.
28 As proposed, twelve (12) units would be

1 constructed in a four-story building.

2 The subject property is located on the west
3 side of Scenic Highway 98 at the north end of the
4 Grand Hotel and Marina. And it's currently on
5 the north -- as I stated, on the north end of the
6 marina. And it's currently developed with
7 structures and parking associated with the
8 adjacent yacht basin.

9 Here is the locator map showing the zoning of
10 the subject property. As you can see, there is a
11 good bit of the TR in this area.

12 And TR is an -- is unique to Planning
13 District 26. This Planning District is the only
14 Planning District that currently carries this
15 designation. And it appears that it was
16 specifically created to accommodate the Grand
17 Hotel.

18 If you'll notice, looking to the north of the
19 subject property, the adjacent parcels, as you
20 move northward, are zoned RSF-2 and RSF-1.

21 And then here's the aerial showing the yacht
22 basin and the subject property. As you notice,
23 as you move to the west towards the bay where the
24 property becomes wider, that is the proposed
25 location of the condominium building. Here's the
26 survey of the property. And then here are some
27 pictures.

28 In talking with the applicant on this -- this

1 application, we were asked to provide some
2 information that was in addition to the
3 information that you had previously.

4 This first slide is a rendering that shows
5 the proposed footprint of the condominium
6 building as it relates to the adjacent properties
7 to the north.

8 If you notice, if you look at the lots
9 indicated, you see some fairly large structures
10 on those lots. Those are existing condominium
11 developments that are located in Planning
12 District 26.

13 Now, these developments were initially the --
14 the facility on Lot Q is known as Over the Bay
15 Condos. It was constructed in 1984. And going
16 further north to the lot indicated as W, that
17 property is known as Point Clear Landing. That
18 was originally constructed in 1983. The zoning
19 was not adopted until 1993, so both of these
20 developments were constructed prior to zoning.

21 In the case of Over the Bay Condos, the
22 zoning of that property is RSF-1, which is a
23 single-family destination. So the use -- the
24 multifamily use on that property is
25 nonconforming, but it's grandfathered because it
26 existed prior to zoning. And it has existed
27 continuously since that time.

28 And the owners of that property have never

1 asked for any type of re-zoning. So it has
2 remained RSF-1.

3 With regard to the Point Clear Landing
4 facility, that facility originally carried a
5 single-family designation when the zoning was
6 adopted in 1993. In 1999, however, the owners of
7 the property requested that the property be
8 re-zoned to multifamily, which it was, and then
9 they also requested approval of a PRD, Planned
10 Residential Development site plan.

11 And the purpose of that site plan was to
12 allow them to add some additional units, but also
13 to address some conformity issues that they had
14 in relation to their insurance.

15 In addition to that, there has only been one
16 other property re-zoned to the multifamily
17 designation, and it is located on highway --
18 County Road 32. It consists of approximately one
19 (1) acre, but is currently being developed into
20 single-family dwellings.

21 The next slide that we have, this is a site
22 plan of the proposed condominium building. And
23 this is a layout of what the units would look
24 like.

25 As we stated, the current proposal is for
26 twelve (12) units on four (4) floors. And this
27 is the rendering of the proposed exterior of the
28 building.

1 Now, this is a site plan showing a possible
2 hotel building. As the property is currently
3 zoned, hotels are allowed by right.

4 So this is a building that could potentially
5 be built on the subject property in the event
6 that the re-zoning application is not approved.

7 As proposed, this building would be three (3)
8 stories. It would have seventeen (17) guest
9 rooms per floor, as well as nine (9) two-bay
10 suites. So that would be a total of sixty (60)
11 rooms.

12 If you notice, if you look at this footprint
13 as opposed to this footprint, the proposed hotel
14 footprint is much larger.

15 However, they can build a hotel, as I stated,
16 as a matter of right under the existing TR
17 designation. We haven't had an actual
18 application for a hotel. So it's difficult to
19 say how it stacks up.

20 Just a quick review. It basically meets
21 setback requirements. They would be required to
22 provide the twenty-five (25) foot landscape
23 buffer on the north, the same as with the
24 condominium building. And the height of this
25 building would be three (3) stories versus four
26 (4).

27 In providing this -- this site plan -- And I
28 believe the representative of the applicant will

1 address this in more detail -- the argument is
2 that what is proposed under the proposed HDR
3 zoning represents a better option for adjacent
4 property as opposed to what could be constructed
5 under the current zoning, as well as setback and
6 height requirements.

7 We would also have to look at parking. And
8 in looking at parking, we would have to look at
9 the entire twenty-six-point-six (26.6) acres.
10 Our analysis would not be limited just to this
11 portion of the property.

12 However, if something is allowed by zoning,
13 and we receive an application that meets the
14 zoning requirements, we would be obligated to
15 approve it. So that is a consideration.

16 Having said that, our recommendation for this
17 re-zoning request is to deny. And that was our
18 recommendation at the July meeting. We have not
19 changed our recommendation.

20 Part of our recommendation is based on the
21 fact that the property is located in the V Zone,
22 which is the Coastal High Hazard Area.

23 Another reason for our recommendation has to
24 do with the compatibility of a multifamily
25 structure adjacent to a single-family structure.

26 And, also, this is the first request that we
27 have had for the HDR, High Density Residential
28 Zoning designation. When this was adopted two

1 years ago, we envisioned a different scenario.

2 We envisioned that it would be adjacent to
3 municipalities and areas with larger areas of
4 property. And it would be situations where
5 someone wanted to develop a fairly large,
6 high-density complex, but they wanted to remain
7 under County Zoning rather than annexing into a
8 municipality.

9 So this request doesn't really match the
10 intent that we had when we first created this
11 designation. And we feel like with this being
12 the first request, this one would set a precedent
13 for others which will follow.

14 So we feel like it's important to, you know,
15 consider the intent that we had when we
16 originally created this designation.

17 Those are all the comments I have at this
18 time, but I would be happy to answer any
19 questions that you might have.

20 I would point out that there has been a
21 significant opposition expressed to this
22 application. And we have provided copies of the
23 letters of opposition.

24 A number of them were submitted prior to the
25 July meeting, but we have continued to receive
26 letters, and we have added those to what we have
27 provided to you all tonight.

28 PLANNING AND ZONING COMMISSION CHAIRMAN

1 SAM DAVIS: Thank you, Vince.

2 Any questions for Vince?

3 COMMISSION MEMBER BONNIE LOWRY: Yeah.

4 Vince, do you have any idea at all what's going
5 to happen to the Harbor Master building?

6 MR. VINCE JACKSON: I believe it's
7 proposed for removal. It may have been removed
8 already. I know some gas tanks were removed from
9 the property. So the building may have been
10 removed.

11 But if the property is developed, whether
12 it's under the current zoning or whether it's a
13 condominium, that building would be removed.

14 PLANNING AND ZONING COMMISSION CHAIRMAN

15 SAM DAVIS: Any other questions for Vince?

16 (No response.)

17 PLANNING AND ZONING COMMISSION CHAIRMAN

18 SAM DAVIS: Okay. Thank you, Vince.

19 We'll open the public hearing at this point.
20 Tim Lawley is here for the RSA. Where are you?

21 (Mr. Tim Lawley indicating.)

22 PLANNING AND ZONING COMMISSION CHAIRMAN

23 SAM DAVIS: You want to come up to the podium?

24 MR. TIM LAWLEY: I'd rather let the
25 opposition speak first. I'll be happy to come up
26 now, if you'd like me to.

27 PLANNING AND ZONING COMMISSION CHAIRMAN

28 SAM DAVIS: Yeah, let's let you go first.

1 MR. TIM LAWLEY: Okay.

2 (Mr. Tim Lawley approached the podium.)

3 PLANNING AND ZONING COMMISSION CHAIRMAN

4 SAM DAVIS: I think your well aware of the
5 opposition and their issues. You can address
6 them on the front end?

7 MR. TIM LAWLEY: I can definitely
8 address the comments from the last meeting.

9 Good evening, Chairman and Commissioners.
10 I'm Tim Lawley with Goodwyn, Mills & Cawood. I'd
11 like to follow up on what Vince said.

12 You know, RSA, obviously, owns this
13 property -- investment property. They intend to
14 do something with this and feel like it's an
15 obligation to their investors to do something
16 with this property.

17 We've been talking about this development for
18 probably the past four to five years, and,
19 honestly, in an effort to be a good neighbor,
20 felt the condominium use would be a more suitable
21 use than putting a large hotel building in this
22 area.

23 Regarding some of the comments made at the
24 last meeting, there were several comments stating
25 that, you know, that there was no multifamily in
26 this area.

27 Well, there, in fact, is two multifamily
28 developments that are within half a mile of this

1 development. As you know, Over the Bay
2 Condominiums that Vince referenced, from the best
3 I could tell from aerial photography, appears to
4 be about fifteen (15) units on one (1) acre. So
5 that'd be fifteen (15) units per acre density.

6 The other one is -- How many units are in
7 that one, Vince? Twenty-four (24), twenty-six
8 (26), something like that?

9 MR. VINCE JACKSON: I think that's about
10 right. Yeah, they asked -- originally, eighteen
11 (18) with two (2) additional units and then four
12 (4) more.

13 MR. TIM LAWLEY: So Over the Bay is on
14 Lot Q. And that's the one that has about fifteen
15 (15) units on one (1) acre. The other one I'm
16 referring to is Lot W. And it's got twenty (20)
17 something units on five (5) acres. However, they
18 are including their marina property as acreage.

19 So as far as land acreage, I think it'd
20 probably be more like twenty (20) something units
21 two (2) acres or three (3) acres.

22 And the whole purpose of this image here,
23 there was a lot of additional comments to how are
24 we going to put this building on our property,
25 our property too narrow.

26 Well, as you can see, our building is
27 actually smaller than -- at footprint-wise than
28 most of the adjacent houses and other

1 developments in the area and fits actually
2 smaller on our lot, reference-wise, than some of
3 these other housing developments.

4 Regarding setting a precedent, I definitely
5 understand the conversation about that. But when
6 you're talking about going from a TR zoning,
7 which allows commercial uses like hotels, has
8 special exceptions for other commercial uses with
9 office space, bars, taverns, which would require
10 Planning Commission approval, I think you're
11 going from a -- downgrading the zoning building
12 commercial uses to a single -- or a multifamily
13 residential.

14 So I don't believe that this actually sets
15 precedence for somebody that had a R-1 or R-2
16 zoning to go up in zoning to a multifamily.

17 I think -- And there is no other HDR zoning
18 in the entire county. So what would you be
19 setting a precedent for? What other property?
20 There is no other property that could go from TR
21 to HDR.

22 Regarding the use of the property, I would
23 like to point out that, obviously, the Grand
24 Hotel was here before all these other residences
25 and all this other development in the area.

26 So there was commercial use on this property
27 before any of the adjacent properties decided
28 they wanted to move here, build their

1 developments, whatsoever.

2 So they knew coming in that, hey, we're next
3 to this hotel property that has a commercial use
4 on it. So it's kind of backwards, to me, to
5 think that we're infringing on their property
6 rights when the hotel was, in fact, there first
7 and had commercial use on their property.

8 I think that's all I've got to add right now.
9 I'd be glad for an opportunity to come back up if
10 something else comes up that we haven't discussed
11 or something new that wasn't discussed at the
12 last meeting. I'm happy to answer any questions
13 from you as well.

14 PLANNING AND ZONING COMMISSION CHAIRMAN

15 SAM DAVIS: Any questions for Mr. Lawley?

16 (No response.)

17 PLANNING AND ZONING COMMISSION CHAIRMAN

18 SAM DAVIS: Okay. Thank you, sir.

19 I understand that the Point Clear group in
20 opposition has chosen four people to speak. So
21 who would like to go first?

22 (Mr. Michael Upchurch approached the podium.)

23 MR. MICHAEL UPCHURCH: I'm Michael
24 Upchurch, and I represent the Point Clear
25 Property Owner Association.

26 The first thing I'd like to do is to have
27 everyone who is here in opposition to stand, if
28 you would, so that we can get an idea.

1 (Several audience members complied.)

2 MR. MICHAEL UPCHURCH: He's -- we've
3 been here before. At the last meeting, we had
4 folks, some of which weren't able to make it
5 tonight, and some of these folks were here, and
6 then we have got some new folks who weren't here
7 last time here this time.

8 PLANNING AND ZONING COMMISSION CHAIRMAN
9 SAM DAVIS: Y'all can have a seat.

10 MR. MICHAEL UPCHURCH: And this is a
11 worried community and a united community. In
12 1992 -- talking about those two condominium
13 units, in 1992, these residents, District 26
14 residents, voted to institute zoning, because
15 they saw what was happening to their community
16 with a couple of these condominium. And they
17 wanted to stop it. They wanted to preserve the
18 nature and the character of their community. And
19 they voted to institute zoning.

20 These condominiums -- when we talk about
21 precedent, RSA's trying to use pre-zoning
22 condominiums as precedent to allow them to
23 re-zone a tiny sliver of their property to allow
24 a condominium, but at the same time, telling us
25 we don't really know what's good for us, trust
26 them, they're doing this for us.

27 And we -- we don't see it that way. I think
28 RSA -- I don't think they're evil, but they're an

1 insatiable -- they have an insatiable appetite
2 for development. And every opportunity RSA gets
3 to build -- I don't care how small or tiny or
4 what the nature of the property is, they're going
5 to try to put some income producing property on
6 it.

7 And that's what's happening here. And what
8 we talk about, the don't worry, there's not going
9 to be a precedent, there is TR zoning property on
10 the other side of the bike trail, the walking
11 trail. If we also allow a change to HDR zoning
12 in this case, that will open the door for RSA to
13 then go across the road and want to put
14 condominiums on that side of the road.

15 So this is a very, very serious matter. It's
16 not simply the nature of the building. It's this
17 is the very first HDR application, the very first
18 one. And so what is the Commission -- how is the
19 Commission going to treat HDR for the future.

20 And we all know how Orange Beach happened.
21 It happened one exception, one precedent at the
22 time. It's a slippery slope. And we're at the
23 top of that slope now. And the question is, are
24 we going to take that first step off it and end
25 up, potentially, like Orange Beach. And that's
26 why these folks are here. And that's why there's
27 so much concern.

28 I want to go back to 2017, when HDR was first

1 created and discussed. And Vince, Vince is the
2 father, the author of the HDR zone. He is the
3 one who proposed it, who researched it, who put a
4 lot work into analyzing it. And he's telling you
5 tonight, this isn't we intended for HDR.

6 While we have the transcript from the meeting
7 where HDR was discussed back 2017, so let's look
8 at what this Commission was saying back then
9 about this HDR.

10 And this says:

11 *You know it will be an adjustment when*
12 *we get this adopted. There may be some*
13 *that come and we turn them away and say,*
14 *you know, this is simply not the right*
15 *location. We may have to say no to a*
16 *few people.*

17 Vince and y'all, back then, realized that
18 this was a very, very special exception and that
19 it wasn't going to be used indiscriminately, and
20 you were going to have to say no. And tonight is
21 that night, I hope.

22 This is Ms. Lowry, who had some foresight
23 back in 2017, if you look at the top:

24 *I don't think you should be able to use*
25 *that one acre to put those twelve units*
26 *next to another acre that is an estate*
27 *with one or two houses on it. I don't*
28 *think that's a proper use of the land.*

1 Back in 2017, Ms. Lowry was thinking ahead
2 and thinking, I'm not sure about this. I've got
3 concerns. And then David Conner here,
4 outstanding lawyer, also was thinking about it
5 carefully and said:

6 *I think you --*

7 Meaning this Commission.

8 *-- would be more conservative in where*
9 *you would use this district and how you*
10 *would deal with development.*

11 In other words, that you would be careful and
12 thoughtful about when to apply it and when not
13 apply it. And this, again, I have to applaud the
14 Commission in 2017, for being so -- putting so
15 much thought into this HDR.

16 This was not something Vince proposed and
17 everyone just said, sure, let's do it. There was
18 a lot of analysis and discussion about this HDR
19 designation.

20 The real question at the most basic level
21 when somebody comes in for re-zoning that's --
22 And that's what we're about, re-zoning. We're
23 not here about hotel rooms. We're here about
24 changing the zone on this little sliver of
25 property. This has nothing to do with whatever
26 their backup plan is for hotel rooms.

27 Is this property appropriate for this zoning
28 classification based on all the circumstances?

1 What is around this property? How close is it to
2 other multifamily or commercial-type uses? Is
3 this going to be out there by itself with nothing
4 around it? Is it being next to and surrounded by
5 single lot family subdivisions, you know?

6 Very good questions, very good analysis.

7 So here we are. And this is -- this is what
8 the Commission, in 2017, was thinking about; this
9 day, right now. When you have the citizens
10 united, concerned, coming out in numbers, writing
11 letters, saying, please don't set this precedent.
12 Please don't take that first step off the slope.
13 Please follow the recommendation not only of
14 your -- your staff, but of Vince, who actually
15 designed the HDR and is telling you this isn't
16 the right use of HDR.

17 We think this is so critical. You can tell
18 we're passionate about it. And I feel very good
19 about the Commission, based on the thought that
20 was put into this issue just to a couple years
21 ago.

22 So on this very first opportunity, I hope
23 y'all will -- will listen to our concerns
24 carefully and go back to the original purpose of
25 the HDR destination.

26 PLANNING AND ZONING COMMISSION CHAIRMAN
27 SAM DAVIS: Thank you. Let me see if there's any
28 questions for you.

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1 Anyone have any questions for Mr. Upchurch?

2 (No response.)

3 PLANNING AND ZONING COMMISSION CHAIRMAN

4 SAM DAVIS: Thank you, sir.

5 MR. MICHAEL UPCHURCH: Thank you.

6 PLANNING AND ZONING COMMISSION CHAIRMAN

7 SAM DAVIS: Next speaker.

8 THE COURT REPORTER: And state your
9 name, please.

10 MR. MATTHEW MOSTELLER: My name is
11 Matthew Mosteller. I am representing the four
12 hundred (400) members of the Point Clear Property
13 Owner's Association. And I'm here to express our
14 unanimous objection to the re-zoning to high
15 density.

16 My family and I have lived two doors north of
17 Grand Hotel for close to thirty (30) years.
18 We've had a great relationship with the hotel. I
19 think they're good neighbors.

20 And we need to respect the fact that RSA even
21 built the hotel back after Katrina. They could
22 have walked away, but they didn't. And we
23 respect them for that.

24 But we totally object to the incompatible
25 land use of converting this to a high-density,
26 high-rise condominium next to, adjacent to
27 single-family homes.

28 Scenic Highway 98 is about the only highway

1 that you can go for a walk, walk your dog, ride a
2 bicycle. Because we have Jill Hall Pathway.
3 We're part Eastern Shore Trail. We're part of
4 the Scenic Highway. We're in a historic district
5 of Battles in Point Clear. And we don't want to
6 change and ruin this area by establishing high
7 density residential.

8 We're not doing this just for the property
9 owners. We're doing it for all the citizens of
10 Baldwin County who use our highway for their
11 recreation.

12 They wouldn't dare go down Section Street.
13 There's five hundred (500) more houses going up.
14 You're not going to go down 13, 181. This is the
15 only area that we can still ride in and enjoy it.

16 There was an RSA representative that was
17 quoted in the Lagniappe newspaper the other day.
18 And he said, don't focus on the fear of the
19 possibility of the spread of high density through
20 this area. Only focus on the issue of this
21 application at hand.

22 Well, that fear and concern of the spread is
23 exactly why we're here. We're more concerned
24 about the spread of the designation as high
25 density than this one sliver of land on the
26 marina.

27 So when the -- you, as voters, decide on
28 this, I think you need to look at bigger than

1 just this application. You need to look at the
2 ramifications and the long-term consequences of
3 establishing an HDR in this area.

4 Finally, the Fairhope Planning Staff
5 recommended denial. The Baldwin County Planning
6 Commission Staff recommended denial. We have
7 four hundred (400) unanimously voting family
8 members who vote for denial.

9 You have over one hundred (100) letters of
10 opposition in your file for denial. By the way,
11 there was one letter for the construction, and
12 that came from the developer.

13 So, please, my request is that you would deny
14 this request and please keep Scenic Highway 98
15 scenic the way it is. Thank you.

16 PLANNING AND ZONING COMMISSION CHAIRMAN
17 SAM DAVIS: Thank you, sir.

18 Any question for Mr. Mosteller?

19 (No response.)

20 PLANNING AND ZONING COMMISSION CHAIRMAN
21 SAM DAVIS: Thank you, sir.

22 THE COURT REPORTER: And state your
23 name.

24 MR. DANNER FRAZER: I'm Danner Frazer.
25 My wife and I have a house that is eight houses
26 north of this proposed re-zoning site. I'm just
27 six houses north of Matt Mosteller.

28 I'd hoped to be on the screen, but I couldn't

1 get it. I couldn't work the technology. So I've
2 just got a quick handout I'll give you.

3 *****

4 *ATTACHMENT 1 - HANDOUT PROVIDED BY MR. DANNER FRAZER*

5 *****

6 MR. DANNER FRAZER: I'm going to try to
7 be very brief. In looking at this, I focused on
8 some of what I defined as pertinent to it. And
9 the Baldwin County Commission mission and vision
10 statement talks about preserving the excellent
11 and unique quality of life of Baldwin County,
12 maintaining a family-friendly community for
13 residents and visitors, protecting the natural
14 assets for future generations.

15 And the Master Plan, it says that you will
16 not be willing to significantly compromise for
17 the benefit of growth itself. Growth on the
18 Eastern Shore will need to characteristically fit
19 with its history.

20 And then I looked on the Grand Hotel website.
21 And they advertise their beautiful property by
22 talking about the wonders of Fairhope and this
23 great community.

24 They quote Fannie Flagg, who's been here, and
25 talk about how Fairhope remains unchanged and
26 what a neat place it is. Of course, that was
27 before RSA decided to build those eight hundred
28 (800) houses that were mentioned last time we had

1 this meeting.

2 There's another article:

3 *Fairhope, and its surrounding area, is*
4 *one of those rare places that remains*
5 *deep within itself despite the world*
6 *changing around it.*

7 And then for a statement from the General
8 Manager of the hotel:

9 *The local community is so important to*
10 *this hotel.*

11 There is a big disconnect between what RSA is
12 thinking in Montgomery and what the local manager
13 of the hotel is thinking here. Because RSA,
14 obviously, doesn't care much about the community.

15 The next page in the handout is just
16 headlines that we pulled off the internet today,
17 reminding the Commission of the terrible
18 situation we had back in July when this Barry
19 storm came in. And we had two hundred fifty
20 thousand (250,000) gallons of raw sewage spill in
21 Mobile Bay; one hundred eighty thousand (180,000)
22 gallons spilled in Baldwin County. And I think
23 that's from Daphne and from Fairhope, maybe
24 another location as well.

25 But, you know, my grandchildren were coming
26 to my house that weekend. They couldn't swim in
27 the bay because of that. And, to me, that's just
28 absolutely outrageous.

1 And we can't solve that problem here tonight.

2 And that's not what we're here about. But one
3 thing for sure, building high-rise condominiums
4 is not going to help it.

5 I mentioned the Baldwin County zoning
6 ordinance and the requirements that one must meet
7 for re-zoning. I've got them listed here. Vince
8 put them in his report. They don't meet any one
9 of these tests.

10 And then the last thing is one of those
11 requirements for a zoning change specifically
12 states:

13 *Economic considerations pertaining to*
14 *the applicant shall not be a*
15 *consideration.*

16 So that's what we're about, not about helping
17 the community, but about the economic situation
18 for RSA, which should not even be a
19 consideration. Thank you.

20 (Applause.)

21 PLANNING AND ZONING COMMISSION CHAIRMAN

22 SAM DAVIS: Thank you.

23 MR. ALAN CHASON: Mr. Chairman and
24 Members of the Commission, I'm Alan Chason. My
25 wife and I have a house on Scenic 98, a short
26 distance south of the hotel. And I'm here also
27 representing the four hundred (400) members of
28 our association.

1 To me, the clearest reason that you should
2 recommend against this re-zoning is that Point
3 Clear is, more than any other place in this
4 county, a low-density community. It has always
5 been low density.

6 The two examples of the multifamily dwellings
7 that are there now were built before zoning. And
8 since zoning, we have uniformly been low density.

9 By low density, I mean if you look at a
10 zoning a map of District 26 -- which is where we
11 are, and I don't need to give you geography
12 lesson -- but District 26 runs along Scenic 98,
13 from the south city limits to Fairhope down to
14 the big mouth at Pelican Point on Weeks Bay.

15 I don't have a measurement, five, six, seven
16 miles, eight miles, whatever it is, and if you
17 look at however many thousands of properties
18 there are in that District 26, the overwhelming
19 majority of them are either RSF-1 or RSF-2.

20 RSF-1 requires a thirty thousand (30,000)
21 square foot lot, three-quarters of an acre.
22 RSF-2 requires a fifteen thousand (15,000) square
23 foot lot, almost a half acre. It's a large-lot
24 development.

25 Against that context, we're asked to be the
26 guinea pig for the first HDR zoning anywhere in
27 the county. It doesn't exist. And with a couple
28 minor exceptions, we don't even have any R-6 in

1 District 26.

2 I think it's particularly ironic that these
3 people are here from Fort Morgan tonight. And I
4 read the agenda. If I read it correctly, one of
5 the things they're asking you to do is to take
6 HDR completely out of Fort Morgan.

7 Now, if they're going to take it out, we
8 don't want to put it in. And, you know, I trust
9 that they'll make a persuasive case of that.

10 They -- the HDR that RSA is asking for would
11 give twelve (12) units an acre on this
12 one-point-two-five (1.25) acre parcel in a
13 community that's R-1 and R-2.

14 The Fairhope staff has recommended against
15 it. The County staff has recommended against it.
16 And we recommend against it.

17 As a couple other speakers said -- And I
18 won't belabor the point -- that we do not want
19 Scenic 98 to turn into a Highway 181.

20 And when you talk about density, it doesn't
21 take a rocket scientist to understand you're
22 talking about how many people can fit on a given
23 piece of land, and that's density.

24 Orange Beach allows forty-two (42) units a
25 acre on the Gulf, up until recently, when they
26 have gotten such a traffic problem that they have
27 had to shut off re-zoning completely.

28 They've got some single-family lots on the

1 Gulf surrounded by high-rises. And they told
2 those people, you can't re-zone your property,
3 because people can't get in and out of town,
4 can't move out of town.

5 Well, that decision was made after 1979, when
6 Frederick came through. And they went to
7 forty-two (42) units an acre on a lot of those
8 high-rises, that density.

9 Density equals traffic. Traffic equals
10 congestion on the highway. And we don't want
11 what that to happen to Highway Scenic 98.

12 As somebody said, we have Eastern Shore
13 Trail. And that trail is used. You wouldn't
14 believe how much it's used by people walking,
15 people jogging, people riding bicycles.

16 And a lot of professional bike riders like
17 to -- they ride on the highway. They don't like
18 the bump-a-de-bump on the trail, I guess. But
19 you put traffic with people on bicycles and
20 pedestrian all in the same place and it's a
21 formula for disaster.

22 The -- one of the letters in opposition that
23 you have is from the Bicycle Club in Fairhope. I
24 don't know if they're here tonight, but they
25 wrote you a letter.

26 And they pointed out that they have -- that
27 their bike club has a website with -- showing all
28 the public roads where you can ride a bicycle in

1 Baldwin County. And it grades them by how
2 desirable it is to ride a bike.

3 The highest rate they give is on Scenic 98.
4 And that's how come we've got so many people
5 riding bikes there.

6 They -- Mr. Lawley tried to make the point
7 that this piece of property is not too small.
8 Well, I don't know about his hotel plans.
9 There's not enough detail in that for us to
10 really pass judgment on it. But one of the
11 things our association has prided ourself on is
12 that if somebody wants to build something that is
13 authorized by the zoning ordinance, we're going
14 to stay quiet.

15 We're not here just complain about every
16 development. It's only when you try to change
17 the rules or break the rules that you'll hear
18 from us.

19 And I know this about that site. There's a
20 survey in your package, and it lacks some detail,
21 but it looks to me like the biggest piece of
22 property they can get out of that
23 one-point-two-seven (1.27) acres -- which is long
24 and thin -- is about a one hundred
25 twenty-five (125) feet square right in the
26 middle.

27 Well, it's in V Zone, a flood zone, V Zone.
28 With the V Zone, you have to have a fifty (50)

1 foot setback from the mean high tide line. I
2 take it that's going to be at the bulkhead. So
3 we're going to have to move back fifty (50) feet
4 from that.

5 They've got a twenty-five (25) foot setback
6 on the north side, up against the single-family
7 housing. So that's seventy-five (75) feet of
8 setbacks with one hundred twenty-five (125) feet
9 of width.

10 It looks to me like they only got fifty
11 (50) feet to build on. And I just don't think it
12 will work. They can draw all the pretty pictures
13 they want to.

14 And they say, well, we could build a hotel
15 over there, so y'all let us build a condominium.
16 What I say is if they think they can build a
17 hotel over there, what are we doing here talking
18 being about condominiums? Let them build a
19 hotel.

20 And I'm not saying we agree to it. I'm
21 saying we'll look at it. And if it complies with
22 the rules, you won't hear from us. I don't think
23 it'll comply, though.

24 The uses between HDR and TR are very
25 different. Mr. Lawley, I think, kind of spoke
26 fast when he was talking about all the things
27 they could do in a TR zone that they've got now.

28 He mentioned nightclubs and restaurants. I

1 don't think that's right. If you look at the
2 table of permitted uses in your ordinance, they
3 can only put a restaurant over there if they get
4 a special exception from the Board of
5 Adjustments, not the Planning Commission.

6 And the Board of Adjustment Number 2, I've
7 got feeling, ain't going to agree to restaurants
8 on that piece of property.

9 This is a very small project for RSA.
10 They're big. This is a David-and-Goliath kind of
11 a deal here.

12 We love the hotel. Our members are --
13 participate over there and go in the swimming
14 pool and play tennis over there. The hotel is a
15 terrific addition to our community.

16 But the real estate people have just gotten a
17 little bit out of bounds here. And that's --
18 your job is to hold them back.

19 They -- as somebody mentioned, they have
20 already been approved for some eight hundred
21 (800) houses, single-family houses, over -- most
22 of it is in the City of Fairhope, which we don't
23 have any say-so over that.

24 Eight hundred (800) houses over there at The
25 Columns, Battles Trace, and they're trying to
26 build twelve (12) more units, twelve (12) more in
27 our backyard. And we object to it. We don't
28 think it's right.

1 We appreciate your attention, for some of
2 y'all hearing this twice. But we've got three of
3 you that hadn't heard it the first time, and we
4 don't want to slight you.

5 So for the -- for the people who heard it
6 again, I apologize for you having to listen
7 through it again. But we feel sincerely about
8 this and hope you will, too.

9 PLANNING AND ZONING COMMISSION CHAIRMAN
10 SAM DAVIS: Thank you, sir.

11 (Applause.)

12 PLANNING AND ZONING COMMISSION CHAIRMAN
13 SAM DAVIS: I think that wraps up for opposition.
14 Is there anything else from the opposition?

15 THE COURT REPORTER: And state your
16 name, please.

17 MR. FRANCIS RIPP: Francis Ripp,
18 R-I-P-P. Francis Ripp.

19 You know, the hotel is not in Fairhope. They
20 chose not to be annexed in. But they take credit
21 for it anytime they can to bring customers there.
22 They could be annexed in, but they don't want to
23 be annexed in.

24 Now, this property was -- I remember when
25 this tourist zoning came up, and specific for
26 this area. Now, when you look at this piece of
27 property, and you say, tourist, what happens
28 there is tourist? Boating, the marina, the

1 harbor dock, and the gas station.

2 They took the gas station out prior to
3 tonight. So they altered the site from tourist
4 to what they wanted to before tonight.

5 Everybody on the Eastern Shore that lives up
6 there is going to be inconvenienced now with
7 fuel. And they've got a marina with thirty (30)
8 boats in it that can't buy fuel there. There's
9 no logic.

10 I don't understand it to begin with. The
11 Harbor Master is gone. The gas tanks are gone.
12 And the intent of that piece of property being a
13 tourist piece of property has been altered by
14 them. So I wouldn't even consider their
15 application until they put the gas tanks back in.

16 (Applause.)

17 PLANNING AND ZONING COMMISSION CHAIRMAN

18 SAM DAVIS: All right. With that, we're closing
19 the public hearing.

20 Staff got anything else to add?

21 MR. VINCE JACKSON: I don't have
22 anything else. I would ask if Mr. Lawley had any
23 response to the statements that were made.

24 PLANNING AND ZONING COMMISSION CHAIRMAN

25 SAM DAVIS: Excuse me, Vince. I'm sorry, I
26 missed that.

27 MR. VINCE JACKSON: I would ask if
28 Mr. Lawley had any responses to the statements

1 that were made during the public hearing.

2 PLANNING AND ZONING COMMISSION CHAIRMAN

3 SAM DAVIS: I've closed the public hearing

4 already. If I could get your advice.

5 MR. VINCE JACKSON: Typically, we allow

6 an applicant to rebut.

7 PLANNING AND ZONING COMMISSION CHAIRMAN

8 SAM DAVIS: If there's something to rebut. In

9 this case, it doesn't seem like there's anything

10 that you can legitimately rebut. But if you've

11 got something, come up. And I'm not going to

12 allow anything else from the opposition.

13 (Mr. Tim Lawley approached the podium.)

14 MR. TIM LAWLEY: Thank you for the

15 opportunity to speak again. I'm going to keep it

16 real short. Just have a couple of items I wanted

17 to touch on.

18 Regarding the setbacks, as Vince stated in

19 his presentation and as presented to you in the

20 two drawings, both drawings, for the hotel as

21 well as the condominiums meet the required

22 setbacks, fifty (50) foot from the V Zone.

23 Could y'all put that back up there?

24 AN AUDIENCE MEMBER: Can you slow it

25 down just a little?

26 MR. TIM LAWLEY: Yes, sir, I can. But

27 both layouts -- both the proposed layout for the

28 condominiums as well as the alternate layout for

1 the hotel meet the required setbacks for the
2 Baldwin County Zoning Ordinance, which would be
3 fifty (50) feet from the V Zone, twenty-feet (25)
4 foot from the north property line.

5 Regarding the allowable uses on the property,
6 he is correct. I did state what some other uses
7 were with special exceptions. But you can have a
8 restaurant as a permitted use if it is part of
9 the hotel building and maintenance and serves the
10 hotel. It is considered an accessory use to that
11 structure.

12 And then, finally, to me, I don't know what
13 the word I'm looking for is, but it's almost
14 uncomprehensible [sic] to -- for people to say
15 that the traffic congestion, sewer, all of these
16 comments are going to be worse from this twelve
17 (12) unit condominium than whatever commercial
18 use we could be developing on the property.

19 As you can see, the gas tanks have already
20 been removed. And RSA is preparing for doing
21 something on this property. It will be
22 developed.

23 And I'm not saying that as a threat. I'm
24 just saying that if I were an adjacent property
25 owner, I'd think I'd prefer a twelve (12) unit
26 condominium versus sixteen (16) hotel rooms. But
27 that may not be the --

28 PLANNING AND ZONING COMMISSION CHAIRMAN

1 SAM DAVIS: You're getting into opinion now
2 instead of rebuttal. Our attorney's got
3 something he wants to ask of you.

4 ATTORNEY DAVID CONNER: Are you finished
5 with your comments? I wanted to --

6 MR. TIM LAWLEY: Yeah, I'm done.

7 ATTORNEY DAVID CONNER: I just want to
8 say something, I guess, in support -- in support
9 of staff. You know, it's part of the analysis,
10 when doing an analysis of zoning and what's
11 appropriate, you do look what the can be done on
12 that piece of property by right.

13 MR. TIM LAWLEY: Right.

14 ATTORNEY DAVID CONNER: But that's not
15 the only issue that you look at. Y'all may be
16 able to -- RSA may be able to build some type of
17 development out there, as long as it's in
18 accordance with the underlying zoning
19 classifications or whatever. If it's determined
20 that it can be re-zoned, then that would be the
21 right.

22 But in this case in particular, because of
23 the high-density district's purpose and intent,
24 you can't just look at that one particular site.
25 You have to look at the impact that it may have
26 on future re-zoning requests in that area.

27 It's clear that there's been a policy stated
28 as a part of the zoning in that area that they

1 wanted to discourage multifamily dwellings, at
2 least up to this point in time, even in recent
3 annex -- recent zoning requests, to make sure
4 that the zoning requests were consistent with the
5 area.

6 And most of those properties in there are
7 RSF-1 and RSF-2. And many of those don't meet
8 the requirements of that and were grandfathered
9 in under the zoning ordinance just to make sure
10 that future density would not be higher than what
11 was projected in that area.

12 And so creating an HDR, a High Density
13 Residential District down there is something of
14 concern for whatever precedent it might set in
15 the area.

16 Now, I don't know what else the Planning
17 Commission will do or the County Commission will
18 do, because it's in their prerogative to make
19 that decision. But that is something that we
20 should weigh and balance heavily, based on the
21 purpose and intent of that district, as Vince
22 mentioned earlier.

23 Also, you know, I don't know exactly how and
24 under what circumstances a hotel can be developed
25 on that site, because nobody can see them. But
26 I'm assuming some type would be. But whether or
27 not it's to the scale of what y'all presented
28 could be based on setback requirements or parking

1 requirements.

2 So, really, it's a question of whether or not
3 that particular zoning classification that you
4 are requesting is appropriate for that site.

5 I know that sounds simple. And I say it a
6 lot. But it really does do away with a lot of
7 extraneous things that you look at.

8 For example, somebody might could say, well,
9 look who's asking for the re-zoning request. It
10 really doesn't matter. What is appropriate for
11 that site?

12 And I think that is something that -- that
13 the Planning Commission needs to consider and the
14 County Commission needs to consider as well,
15 about the extent in which and whether it would be
16 used.

17 And this would be a substantial change in the
18 movement and zoning in that area. I'm not saying
19 it couldn't happen, but that'd be something that
20 you would need to take very seriously in
21 reviewing the process.

22 PLANNING AND ZONING COMMISSION CHAIRMAN
23 SAM DAVIS: All right. Thank you.

24 Vince, any other comments?

25 MR. VINCE JACKSON: My only other
26 comment is just to reiterate that the staff
27 recommendation is for denial, a recommendation to
28 deny to the County Commission. And unless there

1 are any other questions, those are my comments.

2 PLANNING AND ZONING COMMISSION CHAIRMAN

3 SAM DAVIS: Any questions for Vince?

4 COMMISSION MEMBER BONNIE LOWRY: I have
5 one question, Vince. Is this one -- is this
6 one-point-two-seven (1.27) acres part of all the
7 other TR that's twenty-seven (27) total acres?

8 MR. VINCE JACKSON: Yes.

9 COMMISSION MEMBER BONNIE LOWRY: It's
10 all owned by RSA; right?

11 MR. VINCE JACKSON: Yes, ma'am.

12 COMMISSION MEMBER BONNIE LOWRY: Okay.
13 Thank you.

14 PLANNING AND ZONING COMMISSION CHAIRMAN

15 SAM DAVIS: Any other questions for Vince?

16 ATTORNEY DAVID CONNER: Just one other
17 thing for the record. We talked a little bit
18 about in analyzing an application that was to
19 come, that that building would have to be careful
20 to make sure that it met its own parking
21 requirements and other requirements and not try
22 to borrow from other sites or locations on the
23 site, especially if that building is
24 nonconforming already.

25 So it'd be a little premature for any of us
26 to state that they could absolutely build a hotel
27 there, or at least to the extent that they're
28 asking.

1 Certainly, it's an option that's allowed
2 under TR, but whether or not they could fill up
3 that site the way it's drawn, we won't know until
4 we actually get an application and do that
5 analysis. And so I just want to make sure we're
6 clear on that as well.

7 PLANNING AND ZONING COMMISSION CHAIRMAN
8 SAM DAVIS: All right. Any other questions for
9 Vince?

10 (No response.)

11 PLANNING AND ZONING COMMISSION CHAIRMAN
12 SAM DAVIS: All right. Staff has recommended
13 denial. And y'all have heard pros and cons. Is
14 there a motion to recommend denial? This would
15 be a recommendation to the County Commission.

16 COMMISSION MEMBER BONNIE LOWRY: I move
17 to deny.

18 PLANNING AND ZONING COMMISSION CHAIRMAN
19 SAM DAVIS: There is a motion to recommend denial
20 on the table. Is there a second?

21 COMMISSION MEMBER ARTHUR OKEN: Second,
22 Mr. Chairman.

23 PLANNING AND ZONING COMMISSION CHAIRMAN
24 SAM DAVIS: Okay. There is a second. All those
25 in favor, say aye.

26 (Commission Members say "aye" in unison.)

27 PLANNING AND ZONING COMMISSION CHAIRMAN
28 SAM DAVIS: Any opposition?

(No response.)

PLANNING AND ZONING COMMISSION CHAIRMAN

SAM DAVIS: Passed unanimously.

(Applause.)

PLANNING AND ZONING COMMISSION CHAIRMAN

SAM DAVIS: Let me ask you to keep the noise down
so we can go ahead with the meeting.

9 - TEXT AMENDMENTS

**9A - TA-19001, ARTICLE 2, SECTION 2.3.25 LOCAL
PROVISIONS FOR PLANNING DISTRICT 25**

PLANNING AND ZONING COMMISSION CHAIRMAN

SAM DAVIS: Next case is TA-19001. Staff report?

Folks, folks, I'll ask again -- If you could
clear them on out of here. If you could ask
people to go on outside.

MR. VINCE JACKSON: Okay. Moving on.

Our next items involve some amendments to the
text of the zoning ordinance. You actually have
three case numbers. The first case number --

PLANNING AND ZONING COMMISSION CHAIRMAN

SAM DAVIS: DJ, could you ask -- could you help
them move on outside to the lobby?

MR. VINCE JACKSON: Case TA-19001 would
be an amendment to the Article 2, Section 2.3.25.
These are the local provisions for Planning
District 25. And we have a series of amendments

BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case # Z-19025

Retirement Systems of Alabama Property

Rezone TR to HDR

September 5, 2019

Motion: TO RECOMMEND DENIAL

Made by: BONNIE LOWRY

Motion Seconded by: ARTHUR OKEN

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis*	-	-
Kevin Murphy	x	
Bonnie Lowry	x	
Daniel Nance	RECUSE	RECUSE
Brandon Bias	RECUSE	RECUSE
Arthur Oken	x	
Nancy Mackey	x	
Robert Davis	x	
Plumer Tonsmeire	RECUSE	RECUSE

**The Chairman only votes in the event of a tie.*

Motion carried on a vote of 5-0



Goodwyn Mills Cawood

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www.gmcnetwork.com

June 26, 2019

Mr. Vince Jackson, Planning Director
Baldwin County Planning and Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

Re: Z-19025

Dear Vince,

It is our understanding that the county has received several emails and letters in opposition to the above referenced case. After review of the letters and emails, it appears most of the concern is in regards to establishing a higher density zoning and possibly setting a precedent.

The application under consideration is to rezone the north 1.27 acres of the 27 acre grand hotel property from TR (Tourist Resort) to HDR (High Density Residential). The current TR Zoning is essentially a commercial zoning that has allowable uses including hotels, motels, country clubs, churches, food service, gift/novelty shops, barber shops, marinas, night clubs, bars, taverns, bed and breakfast, tourist home, convenience stores, restaurants, and offices. The proposed HDR zoning is a residential zoning that has allowable uses of multiple family dwellings, two family dwellings, townhouses, single family dwellings, churches, day care, fire station, school, and country club.

The subject property is owned and operated by RSA as an investment property for the benefit of the numerous state employees invested in the retirement system. We have been exploring development strategies for this specific area for several years and feel that the proposed use of condominiums in this area is a reasonable and appropriate use for the subject property. The proposed rezoning also employs good planning procedures as the proposed HDR zoning would be a step down from the allowable commercial uses with in the TR zoning to the single family residential zoning immediately to the north. It would essentially provide a buffer of privately owned condominiums between the hotels and residence to the north. It should be noted that as the property is currently zoned, numerous commercial uses could be implemented in the same subject area.



In response to the specific items noted in the letter received from the Point Clear Property Owners Association, Inc. (Dated 6/19/19), we offer the following.

1. The proposed HDR zoning is more compatible with the adjoining properties to the north as they both allow residential uses.
2. Condominiums are not a more intrusive use than the existing allowable uses.
3. Low density single family uses will not take place on the subject property regardless of whether or not it is rezoned. As stated above, the proposed zoning follows good planning procedures and provides a step down between the TR zoning and Single Family Zoning.
4. Any traffic concerns will be addressed at the time of development. It should be noted that 12 condominiums would result in significantly less traffic than development of additional hotel rooms and/or a restaurant in the subject area. With this being the only TR zoning in point clear, it is not possible for a precedent to be set. The request to go from TR zoning to HDR zoning is going from a higher zoning category to a lower zoning category (essentially commercial to residential). This would not set a precedent for properties zoned single family residential to be rezoned to HDR, as this would be going from a lower zoning category to a higher zoning category.
5. The proposed zoning is consistent with the current allowable uses within the TR zoning. The proposed zoning is less intrusive than the current zoning.
6. As stated above, the proposed zoning follows good planning procedures and provides a step down between the TR Zoning and Single Family Zoning.
7. The proposed zoning will have no adverse effects on the health, safety, and welfare of the community.

Regarding the submittal procedure of the application, we met with and discussed the application with county staff prior to submittal. County Staff advised that a subdivision is not required for the rezoning.

We respectfully ask for your consideration of approval of the referenced rezoning case. As you always do, we request that this application be reviewed on its technical merit, and not on any unsubstantiated fear of a possible spread of High Density Residential Zoning throughout the area.

Sincerely,

GOODWYN, MILLS & CAWOOD, INC.

A handwritten signature in blue ink, reading 'Tim Lawley'.

Timothy D. Lawley, P.E.

Project Manager

CMOB190012

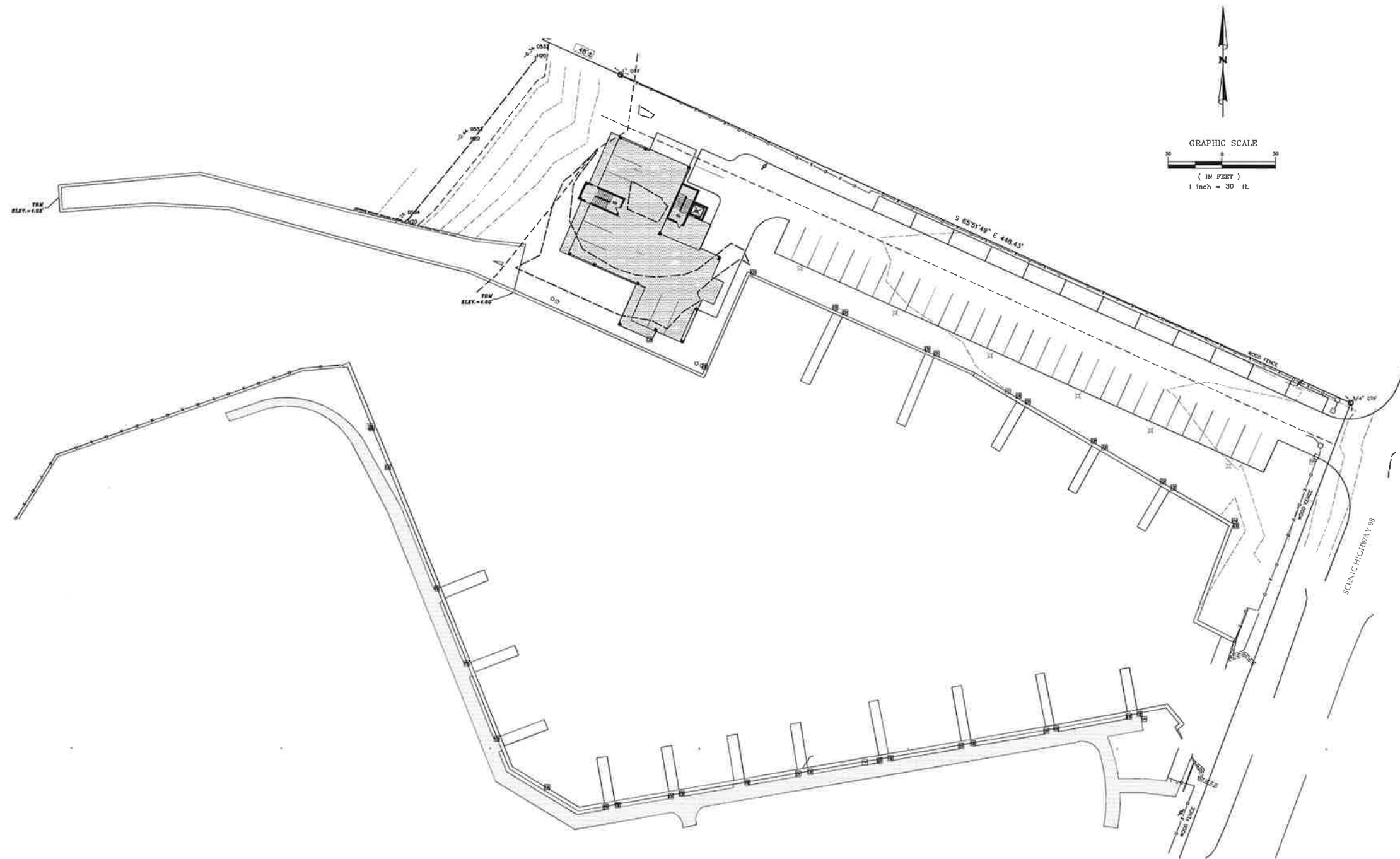


A NEW CONDO COMPLEX for the RETIREMENT SYSTEMS of ALABAMA

Point Clear, Alabama

May 1st, 2019

GMC

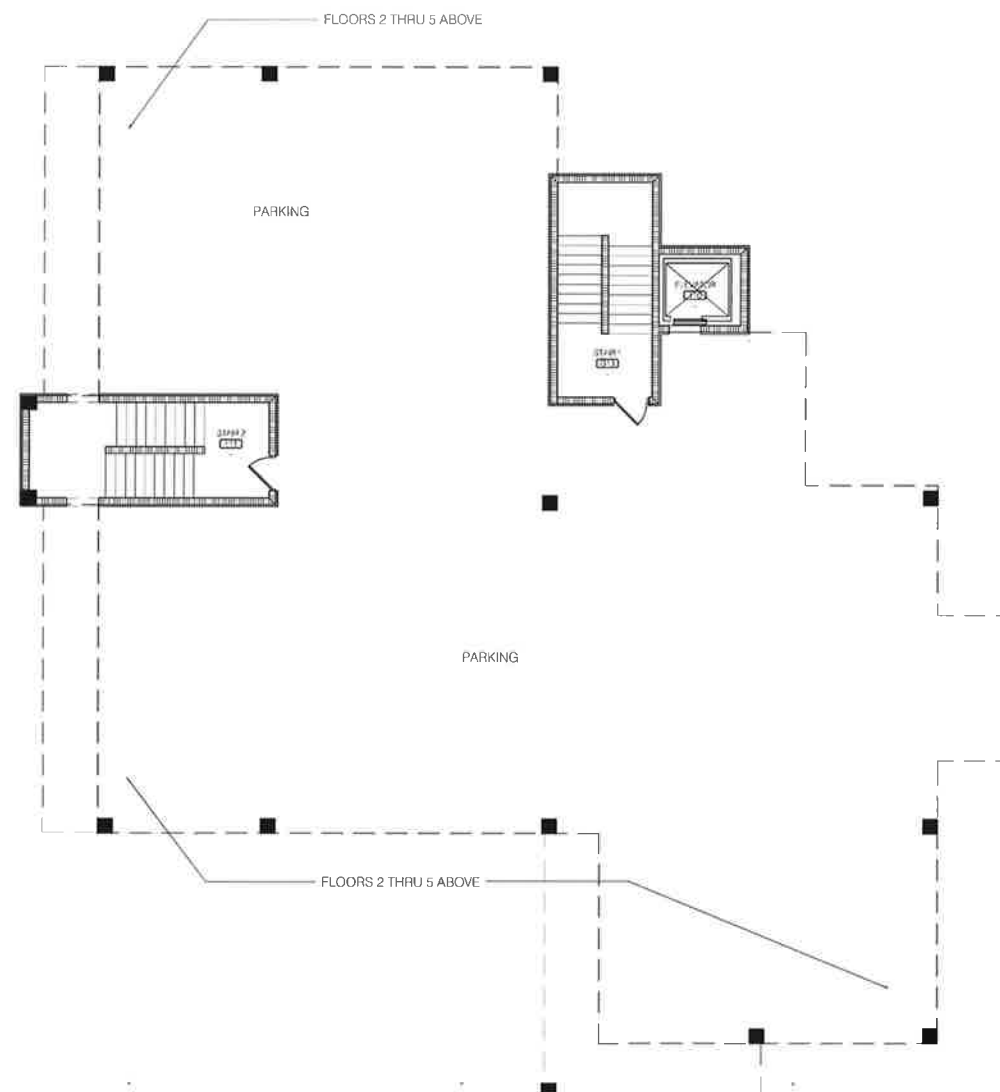


SITE PLAN
SCALE: 1" = 20'

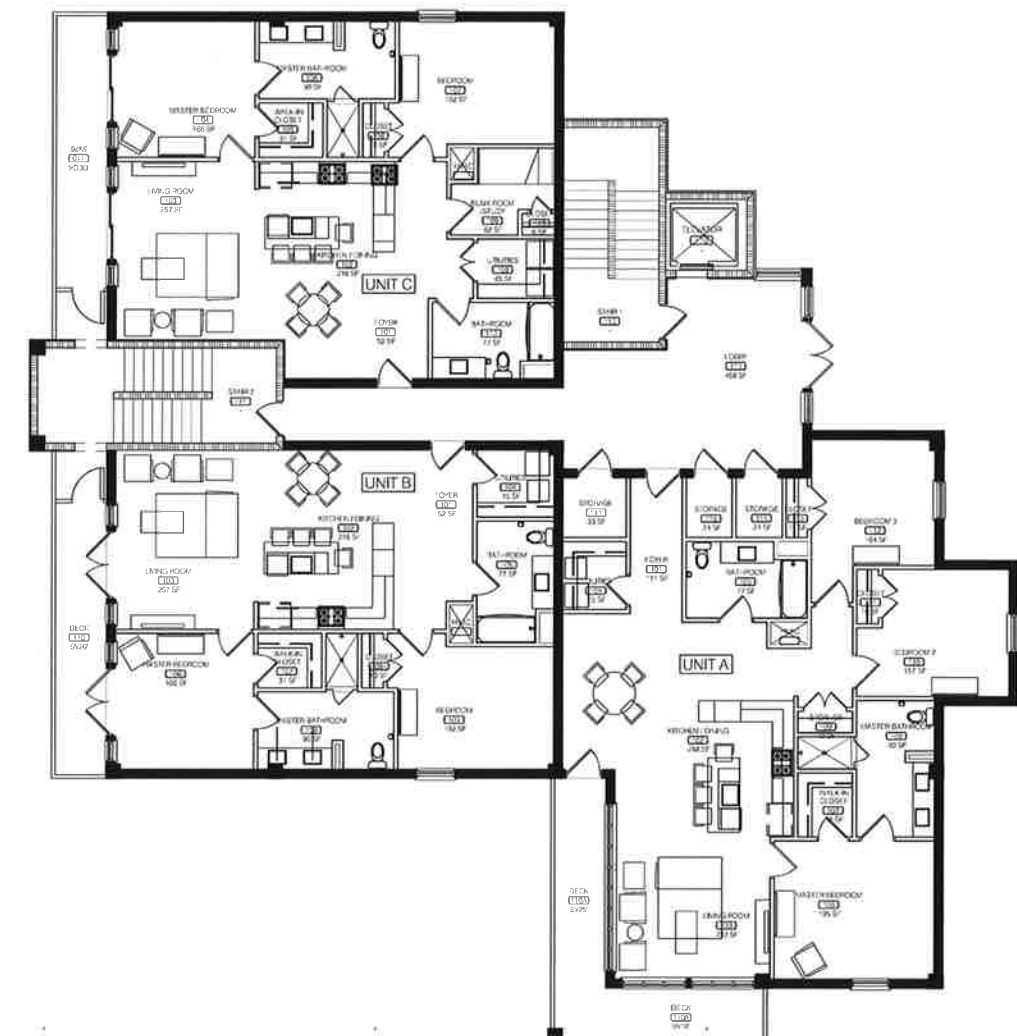
A NEW CONDO COMPLEX for the RETIREMENT SYSTEMS of ALABAMA

Point Clear, Alabama

May 1st, 2019



GROUND LEVEL PLAN
SCALE: 1/8" = 1'-0"

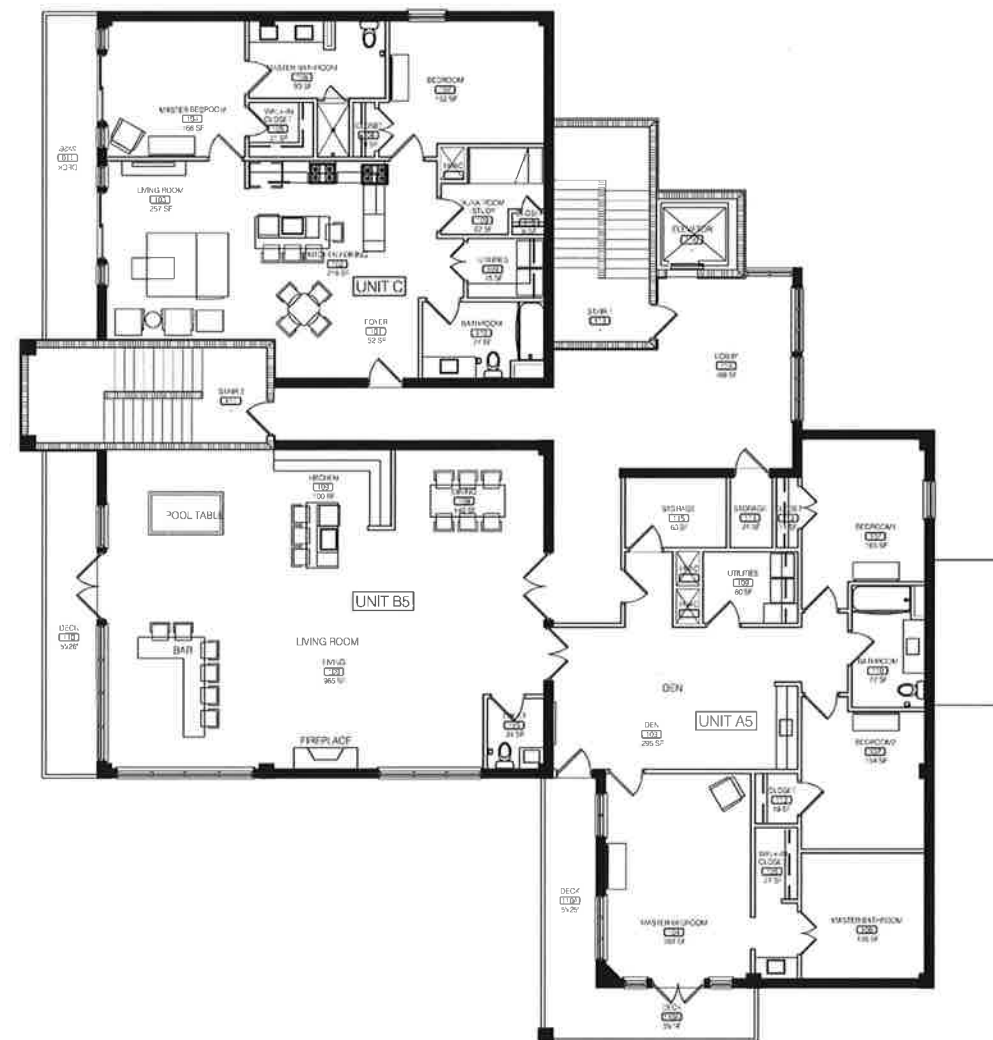


SECOND thru FIFTH LEVEL PLAN
SCALE: 1/8" = 1'-0"

A NEW CONDO COMPLEX for the RETIREMENT SYSTEMS of ALABAMA

Point Clear, Alabama

May 1st, 2019



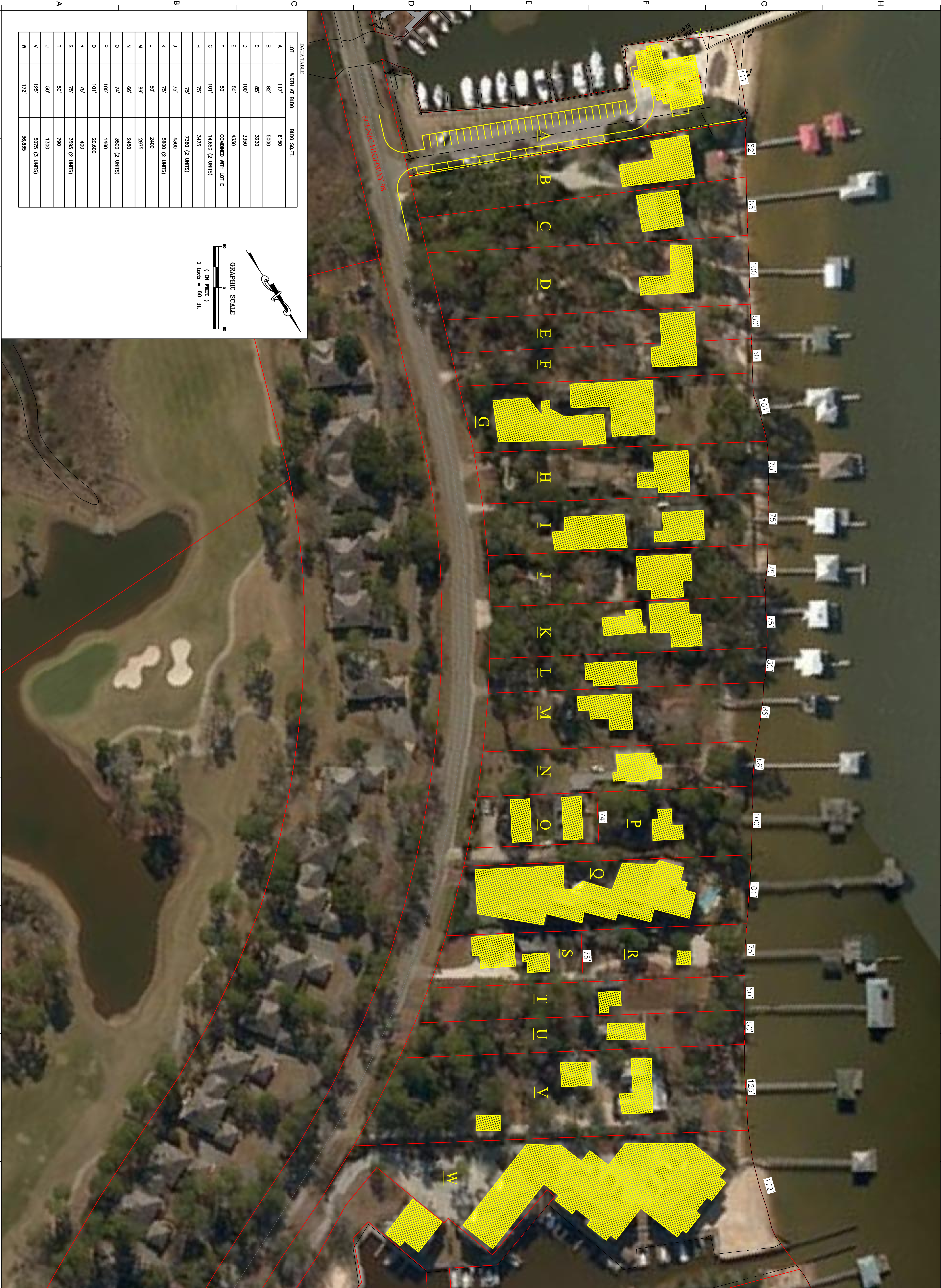
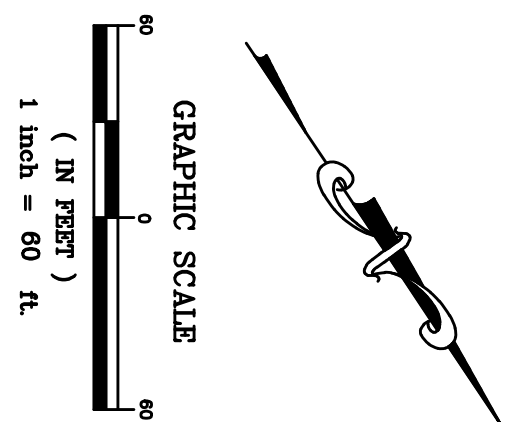
FIFTH FLOOR PLAN W/OPTIONAL ENTERTAINMENT SUITE 6052 S.F. - FOOTPRINT
 SCALE: 1/8" = 1'-0" 522 S.F. - TOTAL DECK AREA

A NEW CONDO COMPLEX for the RETIREMENT SYSTEMS of ALABAMA

Point Clear, Alabama

May 1st, 2019

LOT	WIDTH AT BLOS	BLOS SQ.FT.
A	117'	6150
B	82'	5000
C	85'	3230
D	100'	3350
E	50'	4330
F	50'	COMBINED WITH LOT E
G	101'	
H	75'	
I	75'	
J	75'	4300
K	75'	5800 (2 UNITS)
L	50'	2400
M	86'	2875
N	66'	2450
O	74'	3500 (2 UNITS)
P	100'	1460
Q	101'	20,600
R	75'	400
S	75'	3595 (2 UNITS)
T	50'	790
U	50'	1300
V	125'	5075 (2 UNITS)
W	172'	35,835



SITE EXHIBIT

**RSA - GRAND HOTEL
MARINA CONDOMINIUMS**
FAIRHOPE, ALABAMA

GMC Project: CMOB190012

JULY | 2019

DRAWN BY:	J.H.P.
CHECKED BY:	T.D.L.

2039 Main Street
Daphne, AL 36526
T 251.626.2626
GMCNETWORK.COM



GMC

C1.01
Sheet 1 of 1

Untitled Map

Write a description for your map.

Legend

-  Creek
-  River



100 ft

Google Earth

© 2018 Google

Untitled Map

Write a description for your map.

Legend

-  Creek
-  River

Google Earth

© 2018 Google

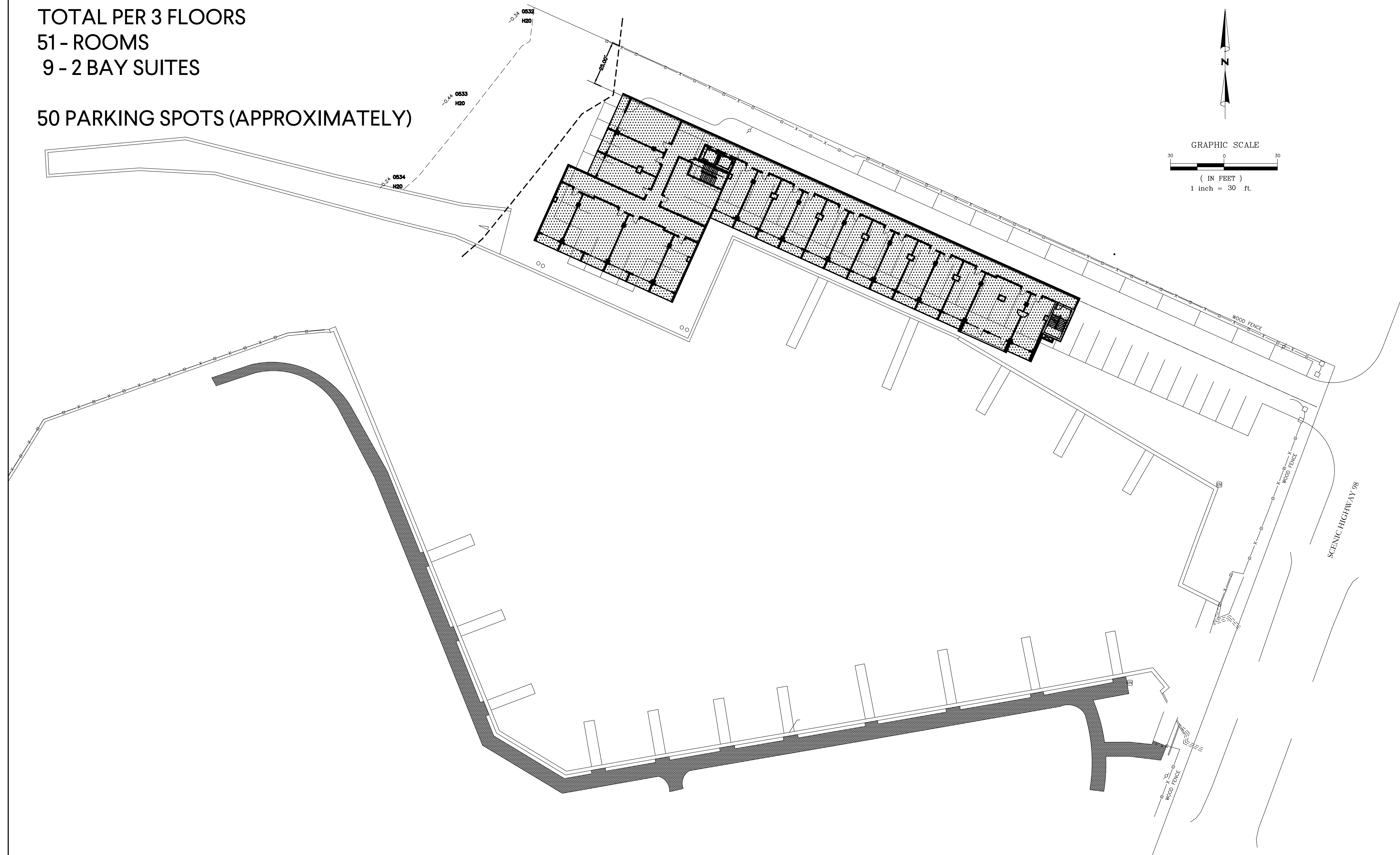
100 ft



17 - ROOMS PER FLOOR
3 - 2 BAY SUITES PER FLOOR

TOTAL PER 3 FLOORS
51 - ROOMS
9 - 2 BAY SUITES

50 PARKING SPOTS (APPROXIMATELY)



SITE PLAN
SCALE: 1" = 20'

A NEW HOTEL for the RETIREMENT SYSTEMS of ALABAMA

Point Clear, Alabama

May 1st, 2019

1. Reid Key
2. Emilee Lyons
3. Cathy Mosteller
4. Rev. Eric Zubler
5. Clifton Mosteller
6. Susan Groom
7. Bart & Gina Briggs
8. Kelly Sadler
9. Matt Mosteller
10. Robert Moore
11. Frank Feagin
12. Lyle Hutchison
13. Eleanore Allison
14. Largay & Boyd Douglas
15. Charlie Bailey
16. Binky Oswalt
17. Lisa Mayfield
18. Point Clear Property Owners Assn.
19. Bo O'Meara
20. George Oswalt
21. Harris Oswalt
22. Peter Herndon
23. Joseph Rhodes
24. Ritchie Prince for himself and on Behalf of
Sydney Prince, Ann McPherson Prince,
Laura Prince, Sydney Clare Prince, Ritchie
Prince Jr.
25. Gary Smith
26. David Dye
27. Robert Hope Jr
28. Margaret Hutchison
29. Richard Ogburn
30. Barkley Shreve
31. William Harrison
32. Zeb Hargett
33. Arthur Outlaw III
34. Beth Schramm
35. Jimbo/Lynn Meador
36. Clifton Inge
37. Doug Johnson
38. B Greer Radcliff
39. Douglas Kearley Sr
40. Albert Key
41. Ian McPherson
42. M. Currie
43. Michael Mosteller
44. Peter and Laurie Vanlingen
45. Meme Brewer, Chris, Ashley & Meredith
46. H. W. Thurber
47. Henry Morgan
48. Albert Key
49. Patrick and Sarah Immel
50. Philipe Herndon
51. David Bagwell
52. Patricia Frazer
53. Diane Horst
54. Palmer Hamilton
55. J B Horst
56. Virginia Goould
57. Wayne Holder
58. Patricia & Slade Hooks
59. Laura Clark
60. Lucy & Dan Broos
61. Tommy Zieman
62. John Spottswood Jr
63. Melanie Moore
64. David Durden
65. Louise Smith
66. Jim Frost
67. Jeff Doherty
68. Plumer Tonsmeire
69. Guy and Ashley Oswalt
70. Rob Constantine
71. Billy Delaney
72. Kay Glenday
73. Ben Schrubbe
74. Carolyn Lee Goodloe
75. Craig Helms
76. Mike Dudley
77. Edward Rottenberg
78. Daniel Reimer
79. J F McGowin III
80. Frank Touart
81. Martha Fuchs
82. Tonya Beach
83. J. Gregg Buckalew
84. Christie and Hunter Lyons
85. Teresa & Gus Smith
86. Regina Bush
87. Katie Bolton
88. Lucy Ladd

89. Tom Taul
90. Susan Tucker
91. Thomas Moore
92. Bo O'Meara
93. Mary Finger
94. Ashley Luce Sullivan
95. James Stowe
96. Tony Atchison
97. Marl Cummings III
98. Bill Goodloe
99. Sam Dixon, Jr.
100. Tracy Frost
101. T. Lee Robinson, Jr
102. Murray Robinson
103. George Oswalt
104. Donald Cox
105. Zachary Robinson
106. Michael Stack
107. Jeremy Milling
108. Merril Miller
109. Bart & Gina Briggs



POINT CLEAR PROPERTY OWNERS ASSOCIATION, INC.

Board of Directors/Officers

Emilee O. Lyons, Secretary
Allan R. Chason, At Large
Burton Craige, President

James F. Currie, Treasurer
H. R. Key, Vice President
Frank Feagin, At Large

P. O. Box 114
Point Clear, Alabama 36564
pointclearpropertyownersassoc@gmail.com

June 19, 2019

**FIRST CLASS MAIL
AND ELECTRONIC MAIL**
vjackson@baldwincountyal.gov

Mr. Vince Jackson
Baldwin County Planning Commission
P. O. Box 220
Silverhill, Alabama 36567

Dear Vince:

Re: RSA re-zoning/Case No Z-19025

Please accept this as the opposition of the Board of Directors and some 400 members of the Point Clear Property Owners Association to the above referenced re-zoning application by Retirement Systems of Alabama.

The subject parcel is a 1.27 acre, irregularly shaped parcel lying north of the Grand Hotel marina, or yacht basin. The overall length of the parcel east and west is some 700 feet. At its widest point north and south, the practically usable part of the parcel appears to be some 100 feet by 140 feet in size. The parcel extends some 250 feet into Mobile Bay at a width of approximately 15 feet, forming the bulkhead for the entrance to the marina from the Bay. The parcel is currently used as a parking lot for those with boats kept in the marina; as a small office for the harbor master; and for marine fuel dispensing tanks and pumps. The western part of the parcel is located in Velocity Flood Zone VE (12-13). The only public access to the parcel is from Scenic Highway 98, at the point at which that highway adjoins the bridge over Point Clear Creek, just north of the main Hotel entrance. The parcel is presently zoned TR (Tourist Resort) and the present uses of it are incidental to the operation of the Grand Hotel. It is located outside the municipal boundary of the City of Fairhope, but within its extra-territorial jurisdiction.

The HDR (High Density Residential) district which this application seeks would require or allow "multiple family dwellings (apartments and condominiums)" to be built on the property. For multi-family uses, the dimensional requirements of the Ordinance applicable to HDR would permit a 50 foot building height; 25 foot minimum front, side and rear yards, 12 units per acre density, and a minimum lot width at the building line of 100 feet. The maximum ground coverage ratio of improvements would be .80. A minimum of 10% of the gross land area must be set aside as permanent open space.

If rezoned from TR to HDR as requested, a 12-14 unit high rise condominium could arguably be constructed on the parcel, assuming the dimensional requirements are met.

To rezone the parcel from TR to HDR would constitute an unprecedented increase in the density presently allowed for residential development at Point Clear. The overwhelming majority of residential property at Point Clear restricts construction to no more than two housing units per acre. The RSA proposal would allow 12 units per acre. The subject parcel directly adjoins low and moderate density, single family, private homes to the north. The impact of this project will not only adversely affect the peace and quiet of the adjoining neighborhood, but will impact all of Point Clear and Battles Wharf in that it will surely result in increased traffic and congestion on Scenic Highway 98. Because the marina and yacht basin form a natural buffer between the Hotel operations and the adjoining single family uses to the north, to permit the construction of high density residential uses north of the marina and yacht basin would defeat the usefulness of that natural buffer.

As you are well aware from prior matters in which our Association has taken a position, the clearly stated policy of the Point Clear Property Owners Association has been to oppose any land use change to higher density development anywhere in Planning District 26. We have consistently taken that position on small projects and now on this large project. Our purpose in consistently taking that position is our effort to preserve the large lot residential development pattern which has historically existed at Point Clear. The precedent which would be established by this RSA project could lead to similar higher density projects, both north and south of the Hotel, either in developments by RSA, or by other private developers. You will recall that our Association has successfully challenged several recent proposals to increase land use density at Point Clear.

As we are required by the Baldwin County Zoning Ordinance to do, we state our specific reasons for our opposition to this application, following the factors listed in Section 19.6 of the Ordinance, as follows:

1. The requested change to HDR is not compatible with the existing development patterns or with the zoning of nearby properties. Specifically, the two parcels immediately adjoining the subject property to the north, on which private homes are situated, are both zoned RSF-2 (moderate density single family). Most of the parcels located both further north and south of the Hotel property are zoned RSF-1 (low density single family). The uses of practically all neighboring properties are low density single family, with very little commercial uses present.
2. There has been no significant change in the conditions upon which the original TR zoning district was based for this property in the 1993 adoption of the Ordinance at Point Clear.
3. The proposed zoning does not better conform to the Master Plan for Point Clear in that the Master Plan has consistently been interpreted as keeping Point Clear and Battles Wharf as community-wide, low density single family uses. In fact, the only instance of multi-family zoning in the community was constructed prior to adoption of the Ordinance.
4. The proposed zoning, and the precedent it would set, are highly likely to adversely affect traffic patterns and congestion on Scenic Highway 98. Near the entrance of the Hotel are yield-to-pedestrian walkways across Scenic Highway 98, primarily used by Hotel employees and guests who park on the east side of the Highway. With increased traffic and congestion, the proposed re-zoning will adversely affect the safety of pedestrians using those walkways, which are located at a dangerous curve in the highway with limited visibility. Also, the Eastern Shore Trail runs along the east side of Scenic Highway 98, at what would be the entrance to any development of the subject property. On any given day, a steady stream of walkers and joggers use the Trail. And Scenic Highway 98 in Point Clear has

become a favorite for bicyclers, being frequently included in bicycle race courses with participants numbering in the hundreds.

5. The proposed zoning is not consistent with the development patterns in the area and is not appropriate for the orderly development of the community. To introduce HDR zoning into District 26 for the first time is completely inconsistent with well-established development patterns.

6. The proposed amendment is in no way a logical expansion of adjacent zoning districts in that a high density residential zone is inherently in conflict with the adjoining low and moderate density single family residential zones.

7. The proposed amendment will adversely affect the health, safety, and welfare of the community in a number of ways, including those set forth above.

Finally, the application is procedurally defective in that it seeks to re-zone a small part of a 27 acre parcel on which the Hotel is presently situated and of which the subject property is a part. That entire parcel is presently zoned TR and is assigned PPIN 117412/Parcel No. 45-07-36-0-000-2.004 by the Baldwin County Revenue Commissioner. Section 19.2 of the Ordinance authorizes an application to amend the Official Zoning Map to be filed by the "person owning the property proposed for change on the Official Zoning Map." The Official Zoning Map is drawn as an overlay on the County Revenue Commission Tax Map. Both the Revenue Commission Tax Map and the Official Zoning Map show the 1.27 acre subject parcel to be a part of the larger, 27 acre tax parcel on which the Hotel is situated. That is, the subject property does not have a separate tax identification number. We contend that the RSA application to amend the Official Zoning Map would first require an amendment of the Revenue Commission Tax Map. To amend those two maps would require a re-subdivision of tax parcel 45-07-36-0-000-2.004 into two parcels which would appear with separate tax identification numbers on the Tax Map. That process would require a separate re-subdivision application to be filed with and approved by the Baldwin County Planning Commission and the City of Fairhope Planning Commission. For that procedural defect alone, the present application should be denied.

For all of the foregoing reasons, we urge the Baldwin County Planning Commission and Baldwin County Commission to DENY the application of RSA to re-zone the subject property.

Sincerely,


Burton Craige, President

**FIRST CLASS MAIL
AND ELECTRONIC MAIL**

cc: Commissioner Joe Davis joe.davis@baldwincountyal.gov
Baldwin County Administration Building
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

**FIRST CLASS MAIL
AND ELECTRONIC MAIL
jeb.ball@baldwincountyal.gov**

Commissioner James E. "Jeb" Ball
Baldwin County Administration Building
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

**FIRST CLASS MAIL
AND ELECTRONIC MAIL
bunderwood@baldwincountyal.gov**

Commissioner Billie Jo Underwood
Baldwin County Administration Building
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

**FIRST CLASS MAIL
AND ELECTRONIC MAIL
cgruber@baldwincountyal.gov**

Commissioner Charles F. (Skip) Gruber
Baldwin County Administration Building
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

**FIRST CLASS MAIL
AND ELECTRONIC MAIL
llee@baldwincountyal.gov**

Ms. Linda Lee
Baldwin County Planning Department
P. O. Box 220
Silverhill, Alabama 36576

00031560.DOCX

D Hart

From: hobart key <hrkey@bellsouth.net>
Sent: Monday, June 24, 2019 8:53 AM
To: Vince Jackson; D Hart
Subject: <EXTERNAL> Case # Z-19205
Attachments: PCPOA letter regarding RSA.pdf

I would like to voice my objection to RSA's proposal to build a multi unit development in what is currently a parking lot north of the Grand Hotel marina. We are members of the Point Clear Property Owners Association and object for the reasons outlined in the Associations letter attached below. Thank you for your consideration,

Reid Key
16088 Scenic Hwy 98

D Hart

From: Emilee Lyons <lyonsemilee@gmail.com>
Sent: Sunday, June 23, 2019 1:23 PM
To: Vince Jackson; Billie Jo Underwood; Charles F. Gruber; D Hart; Jeb Ball; Joe Davis
Subject: <EXTERNAL> RSA Application

Lady and Gentlemen:

I respectfully oppose the effort of RSA (hereinafter “the Hotel”) to convert it’s status as a resort to a developer of high density commercial real estate on a tenuous spit at its yacht basin. The effect of precedent allowing a multi-story condo would be disastrous to the Point Clear area. The traffic congestion is already a strain on the nearby residents as a seemingly continuous caravan of cars constantly speed by our driveways.

Excessive demand on an already burdened waste disposal system is totally undesirable and makes additional problems on the already fragile bay.

The area is flood prone and in a recent heavy downpour the creek right on the other side of Scenic 98 was on a level with the highway. Several years ago the Hotel had to close its doors when the highway flooded. There will surely be more impermeable surface if this development is allowed to take place.

Respectfully,
Emilee Lyons

D Hart

From: Vince Jackson
Sent: Sunday, June 23, 2019 1:30 PM
To: D Hart
Subject: Fwd: <EXTERNAL> RSA condos

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Cathy <chmoss75@aol.com>
Date: 6/22/19 2:56 PM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> RSA condos

My name is Cathy Mosteller and I am writing to strongly express my opposition to the building of condominiums by RSA in Point Clear on the site of the marina at the Grand Hotel. I am lucky enough to have lived 2 doors down from this property for almost 30 years now- and I strongly oppose it being designated as High Density zoning for the building of a four story structure. RSA has and is still building hundreds of condos in the area around The Colony area- our historical area of Point Clear and Battles Wharf would be negatively affected in MANY ways by this! Please consider the Point Clear Property Owners definitive opposition to this happening in our neighborhood !

Thank you, Cathy Mosteller

Cathy Mosteller

D Hart

From: Vince Jackson
Sent: Monday, June 10, 2019 9:06 AM
To: D Hart
Subject: FW: <EXTERNAL> Pt. Clear vs. RSA

-----Original Message-----

From: Eric Zubler [mailto:eric_zubler@yahoo.com]
Sent: Friday, June 07, 2019 5:20 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Cc: Connie Zubler <connie_zubler@yahoo.com>; Chester Zubler <c_zubler@comcast.net>
Subject: <EXTERNAL> Pt. Clear vs. RSA

Dear Mr. Jackson,

We are adamantly opposed to RSA's plan to build a multi-story condominium project across from their yacht basin, just off Scenic Highway 98 at the Grand Hotel.

This small slice of beach is one of the last remaining open strips of beach on the bay in Point Clear. It is a launching point for small boats, a swimming area for locals and tourists alike, and a fishing spot for pole and net fishermen on the adjacent pier/breakwater. It is also a favorite viewing spot for those confined to motorized vehicles as well as those on the adjacent hiking/biking trail.

Personally, this project will eliminate any easy access to a beach for my family, though we realize it is privately owned. We have owned our home in the Lakewood Estates subdivision for over one year, and rented nearby before that, and believe this development will lower our property values and greatly affect our quality of life in Point Clear. Finally, the density of adding more residences to our small community will cause traffic congestion as seen on Scenic 30a over on the Panhandle of Florida, where we moved from in 2017.

We hope you will consider stopping this over-development of the shoreline of all of our most treasured assets, the beautiful Mobile Bay aka the bay of the Holy Spirit. Your guidance and wisdom in preserving what we all love about Mobile Bay is an important responsibility, and greatly appreciated. Please let me know if I can be of any further assistance.

With thanks,
The Rev. Eric J. Zubler
18247 Woodland Drive
Point Clear, AL 36555

850-533-0458 - mobile

Sent from my iPhone

Sent from my iPhone

D Hart

From: Vince Jackson
Sent: Wednesday, June 12, 2019 2:57 PM
To: D Hart
Subject: FW: <EXTERNAL> RSA rezone case no.Z-19025

Another letter.

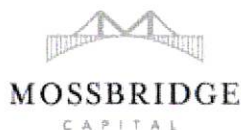
From: cmosteller@mossbridgecapital.com [mailto:cmosteller@mossbridgecapital.com]
Sent: Wednesday, June 12, 2019 1:58 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> RSA rezone case no.Z-19025

Vince:

I am writing you to express my strong opposition to the RSA's proposed rezoning of the Grand Hotel Marina property. I live, work, raise children, and am a registered voter in Baldwin County. More prudently, my family has owned a home in Point Clear (literally 200 feet North of the Grand Hotel Marina) for nearly 30 years. Since it's creation, the Hotel Marina has served as a definitive and needed buffer between the quiet single family residential homes North of the Hotel, and the bustle of the Hotel and its guests. Let me be clear, we love the Hotel and what it does for our community, but setting the precedent that the RSA could rezone any vacant Hotel property to high density and construct multi-story condominium complexes would drastically change the culture and tradition of Point Clear in a negative way. As I'm sure you are aware, this rezoning would be the very first high density zoned development in Point Clear so in addition to being in direct conflict with the storied history and culture of Point Clear and its residents, it would also have a huge adverse impact on traffic, safety, resources, etc.

All to say, I encourage you to please vote against the proposed the rezoning request.

Respectfully,
Clifton Mosteller



Clifton C. Mosteller
Mossbridge Capital Partners, LLC
311 Magnolia Ave.
Fairhope, Alabama 36532
Direct : 251-928-8452
Cell : 251-895-0071
Email: cmosteller@mossbridgecapital.com
www.mossbridgecapital.com

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-----Original Message-----

From: Susan Groom [<mailto:susanhelmsing@comcast.net>]

Sent: Friday, June 14, 2019 9:20 AM

To: Vince Jackson <VJACKSON@baldwincountyal.gov>

Subject: <EXTERNAL> Z-19025. Rezoning

Mr Jackson,

I am writing in opposition to RSA rezoning the yacht basin parking lot for condominiums. I own property just south of the Grand Hotel and am very concerned about any development in that area. Obviously there are serious problems with the sewer system already since the bay is not safe for families to swim in after a rain. Surely environmental concerns, traffic congestion and common sense would prohibit this type of excessive development. Please protect our bay and our community and do not allow this to happen. Thanks so much.

Susan Helmsing Groom
17735 Scenic Highway 98

Sent from my iPhone

D Hart

From: Vince Jackson
Sent: Monday, June 10, 2019 6:49 PM
To: D Hart
Subject: Fwd: <EXTERNAL> Case No. Z-19025 (RSA Re-zoning)

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "Bart Briggs @ Safety Plus Inc" <bart@safetyplusinc.net>
Date: 6/10/19 6:46 PM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Cc: Matthew Mosteller <drmattm@gmail.com>, meu@frazergreene.com, burtoncraige@gmail.com, fcfegain@bellsouth.net, hrkey@bellsouth.net, lyonsemilee@gmail.com, ADF@frazergreene.com, boyd.douglas@cpsi.com
Subject: <EXTERNAL> Case No. Z-19025 (RSA Re-zoning)



To whom it may concern:

My wife, Gina & I have recently purchased property in the historical area of Point Clear in the hopes of escaping the chaotic, traffic congested lifestyle of Mobile. Imagine our surprise to hear that RSA has plans to build high-density condos on the northern edge of its bayfront property by concocting the creation of a nonexistence high-density zoning designation. It is unthinkable, and inconsistent with traditional urban-planning best practices that a high-density development be allowed to alter current zoning laws, especially immediately adjacent to specifically designated low-density residential areas. If approved, this development, would set a dangerous precedent for future developers to begin altering the entire Baldwin County bayfront, with little regard for the impact on the surrounding area. Please vote to reject RSA's proposal, and disallow future efforts of this type to change existing zoning laws in traditionally residential areas of Baldwin County. Zoning laws are established to protect communities from this very type of overreaching development.

Respectfully submitted,

Bart & Gina Briggs

17985 Scenic Hwy 98
Fairhope, AL 36532

D Hart

From: Vince Jackson
Sent: Monday, June 10, 2019 9:07 AM
To: D Hart
Subject: FW: <EXTERNAL> RSA rezone case no.Z-19025. Kelly Sadler Respectfully oppose.

-----Original Message-----

From: kelly sadler [mailto:kellysadler70@hotmail.com]
Sent: Monday, June 10, 2019 8:53 AM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> RSA rezone case no.Z-19025. Kelly Sadler Respectfully oppose.

Dear Mr. Jackson,

My name is Kelly Sadler and I have lived in Fairhope with my family for the last 9 years. Frequently we are in Point Clear either visiting our in-laws during the week or exercising on Scenic 98. I run or cycle on Scenic 98 four times a week because of the low traffic and safety it is known for. My family and I oppose this rezoning. Thank you for the job that you do.

Sincerely,

Kelly W. Sadler

Sent from iphone

D Hart

From: Vince Jackson
Sent: Monday, June 10, 2019 9:07 AM
To: D Hart
Subject: FW: <EXTERNAL> RSA rezone case no.Z-19025. Matthew Mosteller Respectfully oppose.

From: Matthew Mosteller [mailto:drmattm@gmail.com]
Sent: Sunday, June 09, 2019 6:28 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> RSA rezone case no.Z-19025. Matthew Mosteller Respectfully oppose.

Dear Mr.Jackson,

My name is Matthew Mosteller . I am a registered voter in Baldwin County and my home for the last 27 years has been at [17999 Scenic Highway 98](#) Point Clear Al which is two drive ways north of the Grand Hotel marina .I am writting to express my opposition to the proposal to change a portion of the Grand Hotel parcel to a high density residential zoning. This would be unprecedented. All lots in Point Clear and Battles are R1 or R2 designation. The reason we have zoning laws is to protect the desire of the voters which was to maintain the history and tradition of a low density community . This proposal would place the first high density desination next to a low density community. The marina has acted as a buffer and transition zone between the hotel and the private homes that are R1 and R2 for many many decades. The Hotel is an integral part of the history and tradition of the area but to transform and rezone a portion of it to be become a high density residentail area is not what the voters of Point Clear and Battles desire . Please vote against proposed the rezoing request Matthew Mosteller

Matt Mosteller 251-454-7851

D Hart

From: Vince Jackson
Sent: Monday, June 10, 2019 9:06 AM
To: D Hart
Subject: FW: <EXTERNAL> RSA Rezoning Issue

From: Bob Moore [mailto:ram1090@aol.com]
Sent: Friday, June 07, 2019 2:50 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> RSA Rezoning Issue

We **object** to granting RSA authority to rezone their property north of the marina to build a multi-unit housing project. We are members of the Point Clear Homeowners' Association. This issue will be presented to the upcoming Baldwin County Planning Commission.

Robert and Melanie Moore
P O Box 1500
Point Clear, AL 36564

D Hart

From: Vince Jackson
Sent: Monday, June 10, 2019 9:07 AM
To: D Hart
Subject: FW: <EXTERNAL> RSA rezoning request case 19025

-----Original Message-----

From: Frank C. Feagin [mailto:fcfeagin@bellsouth.net]
Sent: Sunday, June 09, 2019 12:52 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Cc: PCPOA <pointclearpropertyownersassoc@gmail.com>
Subject: <EXTERNAL> RSA rezoning request case 19025

Dear Mr. Jackson,

I strongly ask that you deny this request. There is no HDR zoning in District 26 and this will set an unacceptable precedent by allowing density to intrude into Point Clear. As you are well aware, we residents of Point Clear and Battles Wharf are adamant in opposition to any increased density in our community.

I believe you have complete justification in denying this request per the Baldwin County Zoning Ordinance, Section 19.6, items a,b,c,f, g and i. I trust you, your staff and the Planning and Zoning Commission will listen to the citizens of district 26 and make the correct decision to not allow this rezoning.

Frank C. Feagin
14651 Scenic Highway 98
Point Clear, AL 36564
251-928-9775
Fcfeagin@bellsouth.net
June 9, 2019
Sent from my iPad

D Hart

From: Vince Jackson
Sent: Monday, June 10, 2019 9:06 AM
To: D Hart
Subject: FW: <EXTERNAL> RSA Re-zoning Z-19025

From: Lyle Hutchison [mailto:Lyle.Hutchison@cpsi.com]
Sent: Friday, June 07, 2019 3:42 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> RSA Re-zoning Z-19025

To whom it may concern:

We want the Baldwin county commission and planning commission to know that I am vehemently opposed to this rezoning. This parcel directly adjoins low density, single family, private homes to the north and would constitute an unprecedented increase in the density presently allowed in Point Clear. The impact of this project will not only adversely affect the peace and quiet of the neighborhood, but it will impact all of Point Clear with increased traffic and congestion on Scenic Highway 98. This should not be allowed to happen as Point Clear needs to remain a low density community.

Please let us know if you need any further information.

Mr. and Mrs. Lyle E. Hutchison III
17777 Scenic Highway 98



T 1-877-424-1777
F 1-251-639-8214
CPSI.com

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D Hart

From: Vince Jackson
Sent: Monday, June 10, 2019 9:06 AM
To: D Hart
Subject: FW: <EXTERNAL> Case no.19025 (RSA Re-zoning)

-----Original Message-----

From: Eleanore Allison [mailto:eleanoreallison@yahoo.com]
Sent: Friday, June 07, 2019 2:59 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Case no.19025 (RSA Re-zoning)

My name is Eleanore Allison and I live at 17145 Scenic Highway 98, Point Clear, Alabama 36564. I strongly object to the further enlargement on the north side of the Grand Hotel. Our community is small with only a two lane road as access. Traffic has become a significant problem and this will just add an unwanted burden. All of us in Point Clear are facing a moratorium on increasing use of land and I think that should apply to the Grand Hotel also.

Sent from my iPad

D Hart

From: Vince Jackson
Sent: Monday, June 10, 2019 9:06 AM
To: D Hart
Subject: FW: <EXTERNAL> RSA Re-zoning Z-19025

From: Boyd Douglas [mailto:Boyd.Douglas@cpsi.com]
Sent: Friday, June 07, 2019 2:46 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> RSA Re-zoning Z-19025

To whom it may concern:

We want the Baldwin county commission and planning commission to know that I am vehemently opposed to this rezoning. This parcel directly adjoins low density, single family, private homes to the north and would constitute an unprecedented increase in the density presently allowed in Point Clear. The impact of this project will not only adversely affect the peace and quiet of the neighborhood, but it will impact all of Point Clear with increased traffic and congestion on Scenic Highway 98. This should not be allowed to happen as Point Clear needs to remain a low density community.

Please let us know if you need any further information.

Largay and Boyd Douglas
18575 Scenic Highway 98



T 1-877-424-1777
F 1-251-639-8214
CPSI.com

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D Hart

From: Vince Jackson
Sent: Monday, June 10, 2019 9:05 AM
To: D Hart
Subject: FW: <EXTERNAL> RSA project in Point Clear

DJ,

Beginning with this one, I have been receiving opposition emails to the RSA rezoning. I believe I've received 10 so far. I will forward each to you for inclusion in the file and submission to the members of the Planning Commission.

Thanks,

Vince

-----Original Message-----

From: Charlie Bailey [mailto:charlie.b.bailey@gmail.com]
Sent: Friday, June 07, 2019 2:40 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> RSA project in Point Clear

Dear Mr. Jackson,

As a resident of Point Clear please note my total opposition to the proposed development by the RSA on the north side of the marina at the Grand Hotel. I firmly believe it would cause a substantial increase in congestion and open the door to potential additional development.

Thank you for your consideration.

Charlie Bailey

Sent from my iPhone

D Hart

From: Vince Jackson
Sent: Monday, June 10, 2019 9:07 AM
To: D Hart
Subject: FW: <EXTERNAL> Opposition to Z-19025 RSA Re-zoning request

-----Original Message-----

From: Binky Oswalt [mailto:hiddenireland@att.net]
Sent: Sunday, June 09, 2019 9:53 AM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Opposition to Z-19025 RSA Re-zoning request

Dear Mr Jackson,

I am writing to express my strong opposition to the RSA zoning request.

It seems utterly unbelievable to me that the owners and operators of RSA cannot see that continuing development of this kind will completely

destroy Point Clear. The huge developments that have already taken place

are proof that we need no more. The cities cannot contain the raw sewage or storm water runoff or traffic. It seems as clear as day that the development of high density structures in Point Clear is a very bad idea.

I appreciate your attention to the opinions of those of us who live here and want desperately to protect the environment and way of life in Point Clear.

Sincerely yours,

Binky Oswalt

Binky Oswalt
17727 Scenic Highway 98
Point Clear AL 36564
hiddenireland@att.net

6/9/19

Dear Mr. Jackson & Planning Commission,

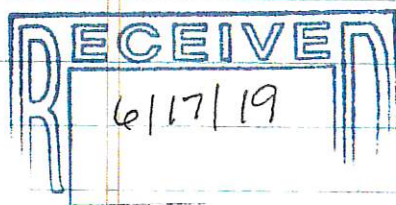
I understand that a meeting is set for July 11 at 6:00 pm to discuss a request by RSA case # Z-19025 for rezoning.

My family has lived at Pt. Clear in a modest, tiny home all my life. (since 1940's) We treasure the quaint, laid back residential feel of our place on Scenic 98. I do not want to see rezoning change that climate. More traffic and taxation on our resources for residents is not what we need.

When zoning is changed for one, it quickly turns to three or four more. Please do not meet the request by RSA Z-19025.

Thank you for your time,

Lisa Gonzales Mayfield



D Hart

From: Bo O'Meara <bomeara@powersourceusa.com>
Sent: Monday, June 24, 2019 9:30 AM
To: Vince Jackson; D Hart
Subject: <EXTERNAL> Case # Z-19205
Attachments: PCPOA letter regarding RSA.pdf

I would like to voice my objection to RSA's proposal to build a multi unit development in what is currently a parking lot north of the Grand Hotel marina. We are members of the Point Clear Property Owners Association and object for the reasons outlined in the Associations letter attached below. Thank you for your consideration,

POWER SOURCE

Bo O'Meara
16807 Calloway Drive
Point Clear, AL. 36564
205 965 7791
bomeara@powersourceusa.com
www.powersourceusa.com

D Hart

From: George Oswalt <ggoswalt@gmail.com>
Sent: Monday, June 24, 2019 9:45 AM
To: Vince Jackson; D Hart
Subject: <EXTERNAL> Re: Grand Hotel Condominium Project

Dear Mr. Jackson & Ms. Hart,

I am writing to you today to express my opposition to the Grand Hotel's plan for a high rise condo in Point Clear. The fact that the hotel would consider this type of development is just another sign that they have completely lost touch with the local community and the aspects of Point Clear that make it so desirable to visit and live.

I grew up going to Point Clear and my family has owned a house near the hotel for generations. That area is known for its beauty and charm, but beauty can be tarnished and charm can be lost if they are not protected by those who cherish it most. Point Clear is a low density living area. It always has been. The quickest way to ruin that area would be to allow high density living, and this condo would be a direct injection right into the heart of Point Clear.

The hotel has already dramatically increased the number of people who traffic the area, please consider the harm that could be caused if they are allowed to build high rise condos like at Orange Beach. The area would be forever lost to concrete and steel.

PLEASE DO NOT ALLOW THE GRAND HOTEL TO CONTINUE TO EXPLOIT POINT CLEAR.

Sincerely,
George Oswalt

--
George Oswalt
(251) 377-6446
ggoswalt@gmail.com

D Hart

From: Oswalt, Harris <Harris.Oswalt@spireenergy.com>
Sent: Monday, June 24, 2019 10:04 AM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> Case No. Z-19025 RSA rezoning

As a property owner in Point Clear, I am opposed to the referenced rezoning proposal of the RSA for the yacht basin property. The residential, low rise character of Point Clear is worth protecting and this property should not be rezoned. Further, the issue of how this property is held and its tax free status should be examined and face the light of day. Please do not let this scenic vista be dominated by a large, commercial structure.

Harris Oswalt
17727 Scenic Hwy 98
Point Clear, AL

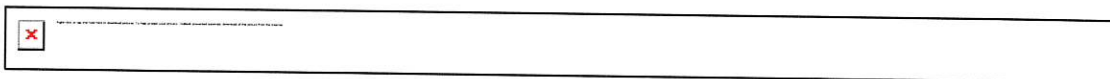
D Hart

From: peter herndon <pgherndon@gmail.com>
Sent: Monday, June 24, 2019 10:05 AM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> Fwd: Grand Hotel Condominium Project

Please use this email as my request that you do not approve the proposed condo project at the Grand Hotel No. Z-19025 (RSA rezoning)

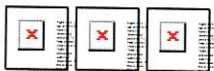
----- Forwarded message -----

From: Point Clear Property Owners Association <hrkey@bellsouth.net>
Date: Mon, Jun 24, 2019 at 9:26 AM
Subject: Grand Hotel Condominium Project
To: <pgherndon@gmail.com>



Download Document

It's a fact: people don't mind scrolling to read an email, as long as it's relevant and interesting. Make sure your message follows through on the promise in your subject line, and use several short paragraphs if you have a lot to say. When in doubt, challenge yourself to write less and add links that support your topic.



Point Clear Property Owners Association | P.O. Box 114, Point Clear, AL 36564

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Sent by hrkey@bellsouth.net in collaboration with



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D Hart

From: Joseph Rhodes <rhodesrealestate@bellsouth.net>
Sent: Monday, June 24, 2019 10:17 AM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> Point Clear RE zoning

I am opposed to the rezoning request made by RSA in Point Clear. This is a totally ridiculous project on that small parcel and will adversely affect the community. Case #19025.
Call if you want to talk about this request.

Joseph Rhodes
Rhodes Real Estate, Inc.
251-510-7785
Address. 14151 Scenic Hwy 98.

D Hart

From: Ritchie Prince <rp@princemckean.com>
Sent: Monday, June 24, 2019 10:23 AM
To: Vince Jackson; D Hart
Cc: Michael Upchurch; Jay Watkins; Boyd Douglas (CPSI) (Boyd.Douglas@cpsi.com); Peter Vanlingen; Douglas T Luce (dluce@centurybankms.com); Chris Brewer; Laura Prince; bart@safetyplusinc.net
Subject: <EXTERNAL> RSA rezoning (Z-19025)

Dear Baldwin County Planning Commission,

I have sent this opposition to Vince Jackson and to DJ Hart in the hopes that it gets somewhere in time to help make a difference in stopping the approval of the planned condominium complex on the north end of the Grand Hotel Marina. I have lived at or near 5593 Moogs Lane all of my life having grown up at 18417 Scenic Highway 98 – the adjacent property. I have seen the changes in the entire Eastern Shore and specifically in the Battles Wharf/Point Clear area from what was once a sleepy little summer community when families would come from Mobile and surrounding areas to their family homes to spend a nice, lazy summer to what we have now. There were no apartments or condominiums, but there was the Grand Hotel. I worked there for 5 years, and I have played there for over 50 years – I love it! I have spent many afternoons and evenings on Julep Point, in the pool and on the grounds of the Grand Hotel. It has always been here, and I hope it is here forever.

What I do NOT want and what the area does NOT need is a High Density Residential zoning change. To begin with there are people who literally spent millions of dollars of their own money (not RSA money) to build and modify homes that are within a stone's throw of the marina. Those people ought to be incensed! Then there are Baldwin County residents who use the small beachhead and the jetty to enjoy God's gift to the Eastern Shore – those wonderful sunsets. I am one of those who has lived here for a long time, and there are many others like me. I will speak for myself, my elderly parents, my children, my aunts and uncle and all of my cousins who do NOT want you to open Pandora's Box and allow any such thing as an HDR project to grow to fruition. There will be unintended consequences – mark my word. The voters, residents and visitors to this special part of Planning District 26 do not want nor do they need any such animal to be created.

Many people down where I live are elderly and are not aware or do not have the energy or time to personally oppose this proposed change and are relying on their officials to take care of things like this. Please do what is right and do not bow to the almighty Bronner and RSA. Let them know that their greed has boundaries and that a proverbial line has been drawn in the sand by the residents of Point Clear and Battles Wharf. The Point Clear Property Owners Association, Inc. and its 400 members are really the tip of the spear. There are many others who strongly oppose this sort of precedent. I implore the Commission to protect what we have while we have it. The rest of the world and Baldwin County can keep growing at a breakneck pace – Point Clear and Battles Wharf should be preserved, and the Commission is the body that is in place to do just that.

Thanks for your time and attention.

Cordially,

Ritchie Prince for myself and on behalf of:

Sydney R. Prince, III
Anne Macpherson Prince
Laura Berg Prince

Sydney Clare Prince
Ritchie Prince, Jr.

J. R. M. Prince, Esq.
PRINCE, McKEAN, McKENNA & BROUGHTON, LLC
25369 U.S. Highway 98, Suite B
Daphne, Alabama 36526

251.625.8732 Telephone
251.625.8734 Facsimile
251.767.5515 Cell

D Hart

From: Gary Smith <gsmith@perdidotrucking.com>
Sent: Monday, June 24, 2019 10:29 AM
To: Vince Jackson; D Hart
Cc: 'Julia Smith'
Subject: <EXTERNAL> RSA Rezone Case no -Z-19025 - 6/24/19

I am writing to express my strong opposition to the RSA's proposed rezoning of the Grand Hotel Marina property. Our family (McDonnell) have owned property to the north of the Hotel since 1880. We object to any rezoning to high density designation. If approved, this would set a bad precedent for future development. Please vote to reject RSA's proposal and disallow any future efforts to change a low density zoned area in Baldwin County

Gary and Julia Smith
18541 Scenic Hwy. 98
Fairhope, AL 36532

D Hart

From: David Dye <David.Dye@cpsi.com>
Sent: Monday, June 24, 2019 11:03 AM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> RSA Rezoning Request (Case Z-19025) Opposition of David Dye and family

Mr. Jackson,

My name is David Dye and my family and I bought the 18039 Scenic 98 property last fall as our full time residence. Please know that we ever so strongly oppose the RSA rezoning request case 19025.

As you are aware, the Grand Hotel and adjacent homes to its north and south have existed in beautiful harmony for well over 100 years. To disrupt this by allowing high density condos on a miniscule piece of property almost directly on the point would be nothing short of an abomination and hugely detrimental to the quality of life for the residents of Point Clear and the enjoyment of the many families that visit our community each year.

We sincerely ask you to oppose this rezoning request. Thank you for your service to our community.

Tiffany and David Dye
18039 Scenic Highway 98
(251) 654-1011



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D Hart

From: Rhsmiler62@bellsouth.net
Sent: Monday, June 24, 2019 11:09 AM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> RSA seeking rezoning

Dear Vince,

First, thanks for your service to our County! Your work and dedication is much appreciated.

My family lives at 16015 Scenic Highway 98 in Point Clear. We are registered voters in Baldwin County and we are members of the Point Clear Property Owners Association. We are totally opposed to the RSA's plan to develop the north side of the Grand Hotel Marina. It is my understanding the RSA's proposed rezoning to a higher density includes the building of a multi-story condominium complex. Such a rezoning is not the Point Clear/Battles Wharf area! Baldwin County is a diverse county and many of the communities within the county have their own identity. The Point Clear/Battles Wharf community has its identity in it's history and tradition. To allow this rezoning would be the first step in erasing the identity of the Point Clear/Battles Wharf community. This rezoning would also create significant traffic and safety concerns as well as place more stress on an already over stressed sewer system. It is for these and a lot of other reasons that this rezoning should be stopped. Again, we are totally opposed to this rezoning.

Robert Hope Jr.

D Hart

From: Margaret Hutchison <mvhutchison@gmail.com>
Sent: Monday, June 24, 2019 11:31 AM
To: Vince Jackson; D Hart
Subject: <EXTERNAL> Point Clear

Gentlemen,

I am a lifelong resident and property owner in Point Clear. I am very opposed to the proposed development. The RSA has been allowed to develop endlessly without any thought to infrastructure and impact on the environment. We now have flooding and the water quality in the bay has been on a constant decline. The water that flows from the golf course into the bay continues to dump clay and trash from the Colony developments.

The traffic is continuing to worsen. The development of the area has long fat reaching negative effects on the property value and enjoyment of Point Clear and Battles Wharf.

Thanks for your consideration,
Margaret Vidmer Hutchison

Sent from my iPhone

D Hart

From: Richard Ogburn <rogburn@ogburnmgmt.com>
Sent: Monday, June 24, 2019 11:43 AM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> Grand Hotel Condominium Project

Mr. Jackson,

I live at 17476 Scenic Hwy. 98 in Point Clear and I am writing you to express my opposition to the proposed Grand Hotel Condominium Project. This proposed project is in a single family residential community and allowing a high density condominium project to be built in this area will open the doors for additional similar projects to be applied for, and possibly granted, in the future. This is a precedent that I and the residents in this community do not want to see happen.

Richard Ogburn
Ogburn Management, LLC
P.O. Box 230
Point Clear, AL. 36564
Cell – 251-402-8949
Office – 251-928-3930
Email – rogburn@ogburnmgmt.com

D Hart

From: Barkley Shreve <shrevelb@comcast.net>
Sent: Monday, June 24, 2019 11:47 AM
To: Vince Jackson; D Hart
Cc: Lewis Shreve
Subject: <EXTERNAL> Case No. Z-19025 (RSA Re-Zoning)

To: Baldwin County Planning Commission

Fm: Barkley and Lewis Shreve
12025 County Road 1
Mobile, AL 36532

Da: June 24, 2019

RE: Grand Hotel Condominium Proposal
Case No. Z-19025 (RSA Re-Zoning)

We would like to voice our disapproval for The Grand Hotel's proposal to build condominiums next door to the hotel's yacht basin. The Grand Hotel and Point Clear have been popular vacation destinations for over 150 years. The appeal of this charming area would be threatened by a condominium tower. There is already significant vehicle traffic along this section of Scenic Highway 98 due to the entrances and exits from The Grand Hotel and the Lakewood area. There is also a steady stream of runners, bikers and walkers enjoying the path across the street from the yacht basin, and Hotel employees cross nearby from the employee parking lot to the hotel. The proposed condominium tower would be harmful to the aesthetics of the area, as well as a safety hazard due to increased traffic.

Thank you for considering our opinion.

Best regards,
Barkley and Lewis Shreve

William H. Harrison, III, Ph.D.

P. O. BOX 932 • POINT CLEAR, ALABAMA 36564-0932 • (251) 928-5788

6/24/2019

Baldwin County Planning Commission
22251 Palmer St.
Robertsdale, AL 36567

Via Facsimile 251-580-1656

Dear Baldwin County Planning Commission,

Please accept this letter to express my opposition of the condominium project north of the Grand Hotel yacht basin. The development of properties in this area, including the congested Colony property has already exceeded all reason, and further waivers to allow such indiscriminate overbuilding should stop.

Thank you for your attention to this matter.



William H. Harrison, III
15147 Scenic Hwy 98

D Hart

From: Zeb Hargett <zchargett@gmail.com>
Sent: Monday, June 24, 2019 5:46 PM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> Re: RSA Rezoning request at Grand Hotel Yacht Basin

On Mon, Jun 24, 2019, 9:53 AM Zeb Hargett <zchargett@gmail.com> wrote:

Dear Mr. Jackson,

I am writing in opposition of Retirement Systems of Alabama's request to rezone the property just north of and adjacent to the Grand Hotel Yacht Basin to high density residential. This is a historic site and should continue as such. This property is a landmark and is still used by local residents to fuel boats, watch sunsets, access charter boats, etc. To convert this property to high density residential would be a tragedy!

I am a long-term resident of Baldwin County and my family has owned property in the area for over 50 years. I am currently a resident of Battles Trace subdivision, developed by RSA. I have attended zoning meetings in the past and have come away with the impression that RSA can do anything it wants regardless of local opposition. I hope this will not be the case regarding this zoning hearing. We have witnessed the debacle of the Colony Condominium Tower which was the wrong concept for this area. Many of those units have never sold. Please listen to the local residents regarding our opposition to this proposed development.

Point Clear is one of the last areas along our coast that does not consist of a wall of high rise condos. Please lets not start a precedent for allowing high density residential property to infiltrate what remains as one of the last bastions of authentic bay life left to be enjoyed by all.

Thank you very much for your consideration,

Zeb and Linda Hargett

D Hart

From: Robert Outlaw <aroutlaw@me.com>
Sent: Monday, June 24, 2019 9:36 PM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> RSA Rezone Case No.Z-19025

Dear Mr. Jackson,

My wife and I are writing you to express our opposition to the newest RSA proposed building project, the one located at The Grand Hotel Marina property.

I have been spending my summers in Point Clear for almost 60 years. I have owned a home in Point Clear for over 30 years and have currently been living full time in Battles Wharf for the last 15 years. Over these years I have witnessed a lot of wonderful changes in our area but, unfortunately, this is not one of them. This unprecedented increase in population density in our Point Clear/Battles Wharf bay area will cause more traffic and congestion on Scenic Highway 98, adversely affecting safety and recreation.

We think this will establish a precedent for more unwanted high-density building if this project is approved. We urge you to draw the line and say NO to this RSA proposed project that will threaten the future of Mobile Bay, both environmentally and aesthetically.

Respectfully submitted,

Mr. and Mrs. Arthur Robert Outlaw, Jr.
18463 Scenic Highway 98

D Hart

From: Beth Schramm <bebe@hmsjr.net>
Sent: Monday, June 24, 2019 9:43 PM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> REZONING CASE Z-19025

Dear Vince,

As year-round residents of Point Clear, we are writing in opposition to the requested application to rezone the property north of the Grand Hotel Marina from TR to HDR. We live 1 mile from the parcel being considered for re-zoning. This area is comprised of primarily low density single family residences (RSF 1 and RSF 2) both north and south of the Grand Hotel. The only multi-family zoning in the area was built prior to the adoption of the zoning ordinance for this area. Changing this property to the high density designation is completely out of character for the historic Grand Hotel and the entire Point Clear area. The traffic generated by granting this request would be a safety hazard for the residents as well as the hundreds of hotel visitors biking and walking on the paths designated for such activities.

We appreciate your consideration in this matter.

Howard and Beth Schramm
17249 Scenic Highway 98
Point Clear, AL 36564

D Hart

From: Matthew Mosteller <drmattm@gmail.com>
Sent: Tuesday, June 25, 2019 7:38 AM
To: D Hart
Subject: <EXTERNAL> Fwd: Proposed Rezoning of the Grand Hotel Marina Property

Matt Mosteller 251-454-7851

Begin forwarded message:

From: Jimbo Meador <jimbomeador@me.com>
Date: June 24, 2019 at 8:49:28 PM CDT
To: VJACKSON@baldwincountyal.gov
Cc: Matthew Mosteller <drmattm@gmail.com>
Subject: Proposed Rezoning of the Grand Hotel Marina Property

Vince,

I would like to express my opposition to the RSA's proposed rezoning of the Grand Hotel Marina property. My wife and I were born into this world as members of the Grand Hotel. I grew up about three quarters of a mile north of the Hotel and she grew up about a mile on the other side of the Hotel. If you add our ages together we have been living here for 152 years. We both spent our childhood enjoying the Hotel as it was then but it is hard to recognize it now. It is truly depressing but we both feel blessed to have been born when we were born. We are concerned about our children, our grandchildren and future generations. Business Highway 98 has gotten worse than Airport Blvd. Please lets keep "Scenic Highway 98 Scenic". I just had friends staying at the Hotel and they had to park on the other side of highway 98 and walk to their room. The Hotel already has a parking problem. During busy times cars are backed up on the highway trying to get past the guard at the gate which creates a safety problem with oncoming traffic.

Thanks for your help with this problem,

Jimbo and Lynn Meador

D Hart

From: Matthew Mosteller <drmattm@gmail.com>
Sent: Tuesday, June 25, 2019 7:38 AM
To: D Hart
Subject: <EXTERNAL> Fwd: RSA Rezoning Case No. Z-19025

Matt Mosteller 251-454-7851

Begin forwarded message:

From: Clif Inge <cinge@ipc-capital.com>
Date: June 24, 2019 at 9:00:54 PM CDT
To: Clifton Inge <clifton@ipc-capital.com>
Cc: Kathryn England <kengland@ipc-capital.com>, "M. D. Matthew W. Mosteller" <drmwmoss@aol.com>
Subject: Re: RSA Rezoning Case No. Z-19025

Thanks

Sent from my iPhone

On Jun 24, 2019, at 4:28 PM, Clifton Inge <clifton@ipc-capital.com> wrote:

Dear Mr. Jackson:

I am writing to express strong opposition to RSA's proposed rezoning of the Grand Hotel Marina property. Our families have owned property and lived in the Point Clear community for over 50 years. It has always been revered as a beautiful, scenic, and tranquil community away from the congestion of the high density areas elsewhere, as well as home to a highly regarded luxury vacation spot. To rezone it now would create a change that would be a travesty and would destroy the culture and tradition that the area's residents and visitors have enjoyed for many years. Additionally, it will not only take away one of the last beach areas along the Bay, but the added population would create unwanted traffic and congestion making the area unsafe for the many recreational activities currently enjoyed. Many people enjoy cycling, jogging and walking along Scenic 98 and feel safe doing so now. A high density development would most certainly create a very unsafe environment.

I respectfully request that you not approve this rezoning measure.

Best regards,

Clifton C. Inge, Sr.
17581 Scenic Highway 98
Point Clear, AL

D Hart

From: Doug Johnson <johnson@jrco.com>
Sent: Tuesday, June 25, 2019 9:18 AM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> RSA Rezone Case #Z-19025

RSA Rezone Case #Z-19025

Dear Mr. Jackson,

My name is E. Douglas Johnson, Jr. I am a resident of Point Clear having bought my home 23 years ago at 18031 Scenic Highway 98, Point Clear, Alabama.

Prior to purchasing my home, I have always enjoyed the area as my wife and I honeymooned at the Hotel in January 1968. Over the passing of that period of time, unfortunately, I have noticed a continual increase of the density of the population of the area which has in some ways changed the enjoyment that all of us have had in Point Clear.

I would be very much opposed to any zoning change that would disrupt the area. I have always enjoyed a comment a friend of mine has expressed, "Thank heavens for the dirty water and mosquitos. Otherwise, everyone would have found this place."

I would appreciate your vote against this proposed rezoning request so that Point Clear may maintain its reputation as one of the most desirable places to live.

If I can be of further assistance, please don't hesitate to contact me.

E. Douglas Johnson, Jr.
Home (251) 990-5760
Office (800) 432-6505

E. Douglas Johnson, Jr.
Johnson Rice & Company LLC
639 Loyola Ave., Suite 2775
New Orleans, LA 70113
(504) 584-1218
(800) 432-6505
johnson@jrco.com

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D Hart

From: Greer <Radcliffg@bellsouth.net>
Sent: Tuesday, June 25, 2019 9:47 AM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> Case no z-19025(rsa re-zoning

Dear Mr Jackson,

This letter is in reference to the above case for re zoning the Grand Hotel Yacht Basin. I have been a resident of Point Clear for almost 60 years and have enjoyed the pace and low housing density for all of these years. We have supported and will continue to support the efforts to keep Point Clear a low density area.

We are opposed to RSA's efforts to have the Yacht basin rezoned to increase the housing density. We want to avoid all of the problems with additional traffic on Scenic 98 with the increase in housing density.

Thankyou

B Greer Radcliff
251-510-8338

D Hart

From: Douglas Kearley <dbkearley@aol.com>
Sent: Tuesday, June 25, 2019 2:35 PM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> Case No. Z-19025 Grand Hotel Condominium rezoning

Dear Mr. Jackson:

I am opposed to this project. A high rise development on a tiny sliver of land would be detrimental to mostly residential, low-scale, low-density, single family characteristics of the historic Point Clear- Battles Wharf community.

Please pass this along to the members of the Planning Commission

Thanks,

Douglas Burtu Kearley, Sr., AIA, NCARB, OStJ

Douglas B. Kearley, AIA, Architect, Inc.
5666 Buerger Lane
Battles Wharf
Fairhope, Alabama 36532

Mr. Vince Jackson
Baldwin County Planning Commission
P.O. Box 220
Silverhill, AL 36567

Re: RSA re-zoning request/case #Z-19025

Dear Mr. Jackson:

As a member of the Point Clear Property Owner's Association I wish to express my full support the for association's letter of 19 June 2019 in opposition to the referenced re-zoning request.

I wish to particularly point out that a change in zoning to permit high density residential zoning allowing multiple family dwellings with a 12 unit per acre density is completely at odds with the current low density (RSF-1 and sometimes RSF-2) character of the residences in the recognized historic districts of Battles Wharf and Point Clear where this property is located. No precedent should be set for changing zoning in this area for any property, person or corporation which would be inconsistent with the wishes of the community and existing density patterns. This is a low density community. Its residents voted to zone it as such many years ago and the sentiment among its residents to retain that unique character has only grown stronger over the years. We did not then and do not now wish to open the door to the sort of development seen at Orange Beach and Gulf Shores. We love the Hotel, but the Hotel should respect the unique character of our community and simply continue to be a good neighbor and vibrant part of that community. Any change that would permit high density residential dwellings would be inconsistent with that unique community we have built over many, many years.

It should be noted that the existing marina, serving marine interests only, and not the high density transient clientele of the hotel, serves as an excellent natural barrier between the Hotel's operations and the high end low density residences to the north. This existing natural separation between the high density commercial operation and the low density historic residential area should be maintained.

Very truly yours,

Albert W. Key

Cc: Point Clear Property Owner's Association



Ian Macpherson <ianalmat@gmail.com>

Grand Hotel proposed Condominium Project- Case No. Z-19025 (RSA Rezoning)

1 message

Ian Macpherson <ianalmat@gmail.com>

Tue, Jun 25, 2019 at 7:31 AM

To: Vjackson@baldwincountyal.gov

Gentlemen:

The proposed zoning change to Grand Hotel property on the north side of the Marina has been brought to our attention by the Notice Posted on said property and the purpose of this e-mail message is to voice our most strenuous OBJECTION to this request. My wife, Ella Macpherson, and I have resided and raised a family of four children and have paid property tax at this location for over 50 years. Our reasons for OBJECTING to this zoning change are numerous.

The property that RSA, owners of Grand Hotel, wish to have re-zoned to allow for the construction of a HIGH RISE CONDOMINIUM in an area that is not, at present, allowed under existing zoning rules, would be precedent setting and damaging to the property owners in the Battles Wharf/Point Clear Historic District. If this committee was to allow for this zoning change, there would be no foundation to prevent other property owners to request authority to allow for additional condominiums to be constructed ALL over the Eastern Shore of Mobile Bay. This would not in any way be in keeping with the antiquity and beauty of this area for future generations to see and enjoy..

Scenic Highway 98 has that name for one reason: The lovely scenic view that is enjoyed by ALL that use that stretch of roadway from Fairhope to County Road No. 1. The Safety on this roadway has already been severely taxed by ALL of the increased traffic flow of joggers, dog walkers, bicyclers, motorcyclists, and automobiles that use that road every day. A high density condominium constructed on that proposed site will cause additional dangerously heavy volumes of traffic on this already over crowded road. Much of the increased traffic being forced to use scenic Highway 98 is a direct result of recently increased Hotel capacity that RSA has brought through the expansion of the Grand Hotel. This expansion increases Hotel useage to an extent that on site parking at the Hotel is now inadequate and off site guest parking is required. Additionally, RSA is now constructing many new home sites in the immediate surrounding area and this is further burdening the traffic flow on Scenic 98. All of this is only making a dangerous roadway a MORE DANGEROUS roadway!

The sidewalk on Scenic Highway 98 is both inadequate in WIDTH and is constructed FAR TOO CLOSE to the roadway to be safely used by those not recognizing these dangerous conditions which are only worsened by the increased highway traffic. Additional traffic both on foot and in vehicles would be increased with the volume increases from residents and visitors to a new condominium complex if allowed at this congested area.

The health and beauty of Mobile Bay, particularly on the Eastern Shore, is being greatly damaged by the horrendous volumes of spoil water run-off being directed to drain into what, during my life was once a clean and clear body of water. It is no longer like that now. Mobile Bay Water Quality has been compromised not only by the spoil water run-off problems, but also from inadequate sewage systems that are already overburdened and frequently have sewage spills and overflows that further spoil the water quality. A new Condominium project at the site proposed will only serve to worsen this problem.

.RSA has already demonstrated their careless attitude towards the health of Mobile bay and this is evidenced by the recent construction of The Golf Practice Range that has a rip-rap stone berm directing the heavily fertilized storm water run off into the High Way 98 drainage ditch south of the Hotel entrance. Water drained from this area goes directly into Mobile Bay as opposed to being self contained on site.. More pollution to Mobile Bay.

Further, it is important to note that RSA is an out of County Organization which means that those requesting these changes to our zoning regulations do not even live here, or, have to be concerned over the many negative impacts that will result for those of us who have lived, raised families, and paid taxes in this lovely area. In other words, those asking to create a mess do not have to live in the mess that they wish to create for the residents.

We need to strongly send a message to RSA that enough is enough, and that it is the desire of this community to continue to live safely in this lovely Historic District without changing the zoning rules that are in effect, and not make exception to these important rules. We respectfully urge all concerned to reject this zoning change application and help us all work towards improving the quality of life here and not to further the problems being caused by over building in this sensitive area.

6/25/2019

Gmail - Grand Hotel proposed Condominium Project- Case No. Z-19025 (RSA Rezoning

John R & Ella M. Macpherson - 18445 Scenic HIGH Way 98 - Battles Wharf - 36564

D Hart

From: m.currie@mchsi.com
Sent: Tuesday, June 25, 2019 3:47 PM
To: D Hart
Subject: <EXTERNAL> Fwd: RSA Rezoning request

failed to include you on email. sorry

----- Forwarded Message -----

From: "m currie" <m.currie@mchsi.com>
To: VJACKSON@baldwincountyal.gov
Sent: Tuesday, June 25, 2019 3:38:57 PM
Subject: RSA Rezoning request

Vince, My wife and I live in the Battles Wharf area near the Grand Hotel. I serve as treasurer and Board Member of the Point Clear Property Owners' Association, a position I have held for over 15 years. We strongly support the PCPOA's position in recommending denial of the zoning change being requested by RSA of the marina property at the Hotel. The project appears to be the wrong project at the wrong place at the wrong time. The PCPOA has accurately put forth the proper objections and reasons why the request should be denied.

From the preface included in the 2013 Master Plan

The Eastern Shore of Mobile Bay is known for its beautiful landscapes and access to Mobile Bay and the River Delta. This community has a strong sense of identity and care for its environment and landscapes and will not be willing to significantly compromise for the benefit of growth itself.

This project set a terrible precedent for the area.

D Hart

From: Matthew Mosteller <drmattm@gmail.com>
Sent: Wednesday, June 26, 2019 6:27 AM
To: D Hart
Subject: <EXTERNAL> Fwd:

Matt Mosteller 251-454-7851

Begin forwarded message:

From: M <mikemoss52@hotmail.com>
Date: June 25, 2019 at 8:28:47 PM CDT
To: "vjackson@baldwincountyal.com" <vjackson@baldwincountyal.com>

Dear Vince,

I wanted to write in regards to my opposition to the development at the Grand Hotel. Having a high density residential building in point clear would change the laid back Mobile Bay culture in such a way that would be irreversible. This could set a precedent for the area and the Grand Hotel, and we could end up with an over populated and congested area not only in the Point itself, but all throughout the area. Please help us to keep the zoning as it is, with the Grand Hotel as simply a hotel like it has been for 100 years, and for the residents of point clear and fairhope living like we always have, in a peaceful and harmonious relationship with the Point itself. Michael Mosteller.

D Hart

From: Ritchie Prince <rp@princemckean.com>
Sent: Wednesday, June 26, 2019 8:44 AM
To: Ritchie Prince; Vince Jackson; D Hart
Cc: Michael Upchurch; Jay Watkins; Boyd Douglas (CPSI) (Boyd.Douglas@cpsi.com); Peter Vanlingen; Douglas T Luce (dluce@centurybankms.com); Chris Brewer; Laura Prince; bart@safetyplusinc.net
Subject: <EXTERNAL> RE: RSA rezoning (Z-19025)

Dear Baldwin County Commission:

Since sending my email on Monday I have been contacted by Peter Vanlingen and his wife Laurie. Laurie Vanlingen is a Luce, and the Luce's have owned a bayfront home about a mile south of the Grand Hotel for over 100 years. They wish to add their names to my email and to any petition opposing RSA rezoning case Z-19025.

Thanks for your time and attention.

Ritchie Prince

J. R. M. Prince, Esq.
PRINCE, McKEAN, McKENNA & BROUGHTON, LLC
25369 U.S. Highway 98, Suite B
Daphne, Alabama 36526

251.625.8732 Telephone
251.625.8734 Facsimile
251.767.5515 Cell

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From: Ritchie Prince
Sent: Monday, June 24, 2019 10:23 AM

To: 'Vjackson@baldwincountyal.gov'; 'D Hart'

Cc: Michael Upchurch; Jay Watkins; Boyd Douglas (CPSI) (Boyd.Douglas@cpsi.com); 'Peter Vanlingen'; Douglas T Luce (dluce@centurybankms.com); 'Chris Brewer'; 'Laura Prince'; 'bart@safetyplusinc.net'

Subject: RSA rezoning (Z-19025)

Dear Baldwin County Planning Commission,

I have sent this opposition to Vince Jackson and to DJ Hart in the hopes that it gets somewhere in time to help make a difference in stopping the approval of the planned condominium complex on the north end of the Grand Hotel Marina. I have lived at or near 5593 Moogs Lane all of my life having grown up at 18417 Scenic Highway 98 – the adjacent property. I have seen the changes in the entire Eastern Shore and specifically in the Battles Wharf/Point Clear area from what was once a sleepy little summer community when families would come from Mobile and surrounding areas to their family homes to spend a nice, lazy summer to what we have now. There were no apartments or condominiums, but there was the Grand Hotel. I worked there for 5 years, and I have played there for over 50 years – I love it! I have spent many afternoons and evenings on Julep Point, in the pool and on the grounds of the Grand Hotel. It has always been here, and I hope it is here forever.

What I do NOT want and what the area does NOT need is a High Density Residential zoning change. To begin with there are people who literally spent millions of dollars of their own money (not RSA money) to build and modify homes that are within a stone's throw of the marina. Those people ought to be incensed! Then there are Baldwin County residents who use the small beachhead and the jetty to enjoy God's gift to the Eastern Shore – those wonderful sunsets. I am one of those who has lived here for a long time, and there are many others like me. I will speak for myself, my elderly parents, my children, my aunts and uncle and all of my cousins who do NOT want you to open Pandora's Box and allow any such thing as an HDR project to grow to fruition. There will be unintended consequences – mark my word. The voters, residents and visitors to this special part of Planning District 26 do not want nor do they need any such animal to be created.

Many people down where I live are elderly and are not aware or do not have the energy or time to personally oppose this proposed change and are relying on their officials to take care of things like this. Please do what is right and do not bow to the almighty Bronner and RSA. Let them know that their greed has boundaries and that a proverbial line has been drawn in the sand by the residents of Point Clear and Battles Wharf. The Point Clear Property Owners Association, Inc. and its 400 members are really the tip of the spear. There are many others who strongly oppose this sort of precedent. I implore the Commission to protect what we have while we have it. The rest of the world and Baldwin County can keep growing at a breakneck pace – Point Clear and Battles Wharf should be preserved, and the Commission is the body that is in place to do just that.

Thanks for your time and attention.

Cordially,

Ritchie Prince for myself and on behalf of:

Sydney R. Prince, III
Anne Macpherson Prince
Laura Berg Prince
Sydney Clare Prince
Ritchie Prince, Jr.

J. R. M. Prince, Esq.
PRINCE, McKEAN, McKENNA & BROUGHTON, LLC
25369 U.S. Highway 98, Suite B
Daphne, Alabama 36526

251.625.8732 Telephone
251.625.8734 Facsimile
251.767.5515 Cell

D Hart

From: Meme Brewer <memebrewer@me.com>
Sent: Wednesday, June 26, 2019 1:23 PM
To: Vince Jackson
Cc: D Hart; Chris Brewer
Subject: <EXTERNAL> Fwd: RSA rezoning case Z-19025

Begin forwarded message:

From: Meme Brewer <memebrewer@me.com>
Subject: RSA rezoning case Z-19025
Date: June 26, 2019 at 10:25:03 AM CDT
To: Chris Brewer <chris@chrisbrewercontracting.com>

Dear Baldwin County Planning Commission,

I am writing this letter to oppose the approval of the RSA rezoning case Z-19025. My name is Meme Brewer and I was born and raised in Mobile having spent my summers in Point Clear, six driveways south of the Grand Hotel. I realize how fortunate I was to experience the wonders of these shores. My husband and I, along with our two daughters, now live year around just a few driveways north of the Grand Hotel. It is a dream come true after many, many years of hard work to get here. We feel a high rise condominium would shatter this dream. If the RSA is allowed to build, what will stop future condos from being built on adjacent properties? At that point we will become the new Orange Beach with a wall of waterfront high rise buildings. I honestly cannot think of anything more tragic happening to our low density community. The quality of life in this area would no longer be what we have and cherish today.

We love and patronize the Grand Hotel and hope it will always be here. Why can't a large resort, run by a large corporation, be enough to keep the greedy content?

Thank you for your time and consideration on this matter. We can all hope that the decision made will keep our "special" place "special" and among the top destinations to visit in the state.

On behalf of myself, my husband, and my children
Sincerely,

Meme Brewer
Chris Brewer
Ashley Brewer
Meredith Brewer

D Hart

From: Matthew Mosteller <drmattm@gmail.com>
Sent: Wednesday, June 26, 2019 4:36 PM
To: D Hart
Subject: <EXTERNAL> Fwd: RSA rezone case No. Z-19025

Matt Mosteller 251-454-7851

Begin forwarded message:

From: HW Thurber <hwthurber@nortonlilly.com>
Date: June 26, 2019 at 3:18:42 PM CDT
To: "'vjackson@baldwincountyal.gov'" <vjackson@baldwincountyal.gov>
Cc: 'Matt Mosteller' <drmattm@gmail.com>, HW Thurber <hwthurber@nortonlilly.com>
Subject: RSA rezone case No. Z-19025

Dear Mr. Jackson,

My name is Horace W. Thurber III and I have a residence located at 17309 Scenic Highway 98 in Point Clear Alabama. I am a registered voter in Baldwin County. Our family has enjoyed this area for many years due to the tranquil environment and low-density traffic. I am writing to let you know that we respectfully oppose the RSA rezone case No. Z-19025 to convert a portion of the Grand Hotel property into high density residential zoning. This would drastically change our area in many ways, including the resulting increased traffic. Let's keep our area as it was intended, a low-density residential community.

H. W. Thurber, III | Chairman

Office / 251.219.3271

Mobile/ 251.391.6159

Email: hwthurber@nortonlilly.com

www.nortonlilly.com



One St Louis Centre Suite 5000. Mobile, AL 36602

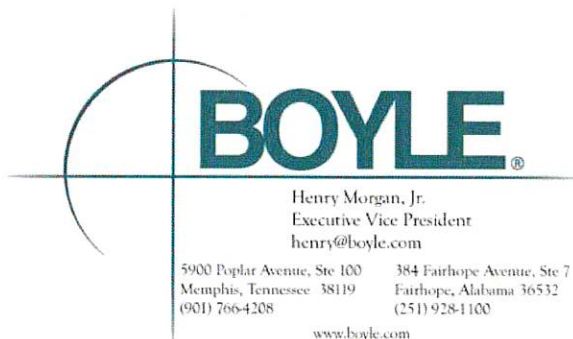
D Hart

From: Henry Morgan Jr <henry@boyle.com>
Sent: Wednesday, June 26, 2019 8:04 PM
To: Vince Jackson; D Hart
Subject: <EXTERNAL> Grand Hotel Condominium Project

To whom it may concern,

My family has lived at 18009 Scenic Hwy 98 for approximately 15 years. I am writing to express my concern and opposition for the hotels desire to build condominiums on their property north of the yacht basin. This high density product is out of character of the area. It is potentially damaging to the surrounding property values, it negatively impacts our watershed and exasperates our already overburdened sewer system. We feel so fortunate to be a part of this very special community, please help us keep it that way. I appreciate your time and attention regarding this important issue. Please feel free to contact me if I can be of further assistance.

Sincerely,



D Hart

From: Albert (Watt) Key <wkey@jacksonkey.net>
Sent: Tuesday, June 25, 2019 2:57 PM
To: Vince Jackson; D Hart
Subject: <EXTERNAL> Case # Z-19205
Attachments: PCPOA letter regarding RSA.PDF

Dear Mr. Jackson,

I too would like to voice my objection to RSA's proposal to build a multi-unit development in the parking lot north of the Grand Hotel marina. I am a property owner in Point Clear and object for the reasons outlined in the Associations letter attached to this email. Thank you for your consideration,

Albert (Watt) Key, Jr.

Phone: (251) 432-4925 x10

Fax: (251) 432-9319

Email: wkey@jacksonkey.net

<https://gcc01.safelinks.protection.outlook.com/?url=www.jacksonkey.net&data=02%7C01%7C%7C663912ba270e4de9733508d6f9a75423%7Ca1dbbb3c47f8420e932cbb4942e61768%7C0%7C1%7C636970894398398525&sdata=R%2BS76U%2FMbQnkIV8NGEKF8Qi%2FoO50wSEq7CRsXDwodqc%3D&reserved=0>

D Hart

From: Vince Jackson
Sent: Monday, July 1, 2019 9:38 PM
To: D Hart
Subject: Fwd: <EXTERNAL> RSA Rezoning case Z-19025

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Patrick Immel <Patrick.Immel@trubridge.com>
Date: 6/28/19 12:36 PM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Cc: 'Sugar Immel' <sugarimмель@gmail.com>
Subject: <EXTERNAL> RSA Rezoning case Z-19025

Mr. Jackson:

My wife Sarah (Sugar) and I are writing to you this afternoon to express our very strong opposition to the RSA's proposed rezoning of the Grand Hotel Marina property. My wife grew up on the property we now call home at 18575-A Scenic 98. She and I have been fortunate to be property owners here for more than 10 years and have seen so much change over the last decade. Much has been positive and we love our Battles Wharf location. In fact, every afternoon as we watch the sunset we are reminded that "this is why we live here". The fact the area we live in is zoned primarily R-1 and R-2 has helped keep this small piece of Baldwin County quiet and peaceful for many years and we like that way. It is important that these low-density single family residences continues to be the norm, and there must continue to be a buffer zone between the bustling hotel property and the residential homes that adjacent it. The hotel plays an important part to our community and we certainly enjoy it's amenities ourselves, but allowing the rezoning of this parcel to provide for the construction of more multi-story condos will have long term negative implications on our community. Traffic on Scenic 98 continues to increase, water run-off can be problematic, sewer capacity, and other resources will continue to be stressed and additional high-density developments will exacerbate these important concerns. This request should be denied to keep consistent with the long term zoning goals of this area, a low-density neighborhood environment. I appreciate your consideration and if you have any questions please feel free to reach out to me.

Sincerely,

Patrick Immel
Senior Vice President
Professional Services
251-662-4015 direct
251-753-4397 mobile



TruBridge® 877.543.3635
www.trubridge.com



D Hart

From: Vince Jackson
Sent: Tuesday, July 2, 2019 3:11 PM
To: D Hart
Subject: FW: <EXTERNAL> New Grand Condos along scenic 98
Attachments: PCPOA.PDF

I guess he's opposed.

From: philipe Herndon [mailto:fpherndon@aol.com]
Sent: Tuesday, July 02, 2019 1:58 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> New Grand Condos along scenic 98

Allan R. Chason

From: David Bagwell <david@bagwellesq.com>
Sent: Tuesday, June 25, 2019 4:52 PM
To: Vince Jackson
Cc: dhart@baldwincountyal.gov
Subject: RSA Re-Zoning Request, Grand Hotel Condominium Project, Case No. Z-19025

Dear Vince:

(1) Position. My wife Julie and I write to oppose the RSA-Grand Hotel Marina rezoning request, for the same reasons stated by the Point Clear Property Owners' Association, our neighborhood association, which represents what must be some several hundred of us. For the details please see the letter of our Association, which we adopt here, to keep from having to say the same thing over and over again.

(2) Who We Are. We have been full-time residents of Point Clear for 26 years, part-time years before that, and I am a retired Baldwin County lawyer, the last 17 years of my practice with my office being in Fairhope. I am a past President of the Point Clear Property Owners' Association, and past president of the Baldwin County Bar Association. Julie and I are both active in our church here and in our community.

(3) Why We Care. We moved to Point Clear because it is and was a low-density nice neighborhood. About the time we moved here our neighbors and we got together and moved for and adopted zoning in order to have effective control over what happened to our neighborhood. We don't want to see it carved up into smaller and smaller lots, always smaller, crammed with more and more people, in our neighborhood and on our streets. That's why we adopted zoning, which we want to see strongly enforced. If zoning enforcement is always or often waived, then zoning is not effective.

Thanks for your serving our county.

Julie and David Bagwell

this e-mail is from:

David A. Bagwell

e-mail: david@bagwellesq.com

mail: P.O. Box 607, Point Clear, AL 36564

Patricia B. Frazer
4466 Emperor Drive
Mobile, Al 36608

June 24, 2019

VIA E-MAIL AND U.S. MAIL

Mr. Vince Jackson
Baldwin County Planning Commission
22251 Palmer Street
Robertsdale, Alabama 36567
vjackson@baldwincountyal.gov

Re: Case No. Z-19025 (RSA Re-zoning)

Dear Mr. Jackson:

Please accept this as my opposition to the above referenced re-zoning application by Retirement Systems of Alabama.

The proposed zoning would disrupt the Point Clear and Battles Wharf area which are low density single family homes. The precedent it would set is likely to adversely affect traffic patterns and congestion on Scenic Highway 98.

My family has had a home eight houses north of the property in question and we have been enjoying our time at Point Clear for over 71 years. The proposed zoning by RSA could set a precedent of establishing other high density projects both north and south of the hotel which would be a disruption to our wonderful area.

I would urge and respectfully ask the Baldwin County Planning Commission to recommend the application of RSA to re-zone the subject property be denied.

Sincerely,



Patricia B. Frazer

cc: dhart@baldwincountyal.gov

D Hart

From: Diane Horst <dthorst1@gmail.com>
Sent: Friday, July 5, 2019 6:30 PM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> Case No. Z-19025 (RSA Re-zoning)

Dear Mr Jackson,

I am a resident of Point Clear,
18170 Scenic Highway 98.

My family has also owned property,
17451 Scenic Highway 98, in Point Clear, since 1969.

I am most familiar with the charm and character of this area.

My parents were active in the 1970's in the successful effort to have Point Clear designated a Historic District by the Alabama Legislature and The National Trust.

This was done for a number of reasons, most importantly to establish a Point Clear organization with which to establish zoning guidelines to preserve and protect the particular character of this historic area.

This is expressed to allow some background as to why I am adamantly opposed to the proposed Mobile Bay front high rise, multi family condominium project on a sliver of land just north of the Grand Hotel Marina.

This location is the heart of Point Clear and would be completely out of character with, and a complete departure from, the surrounding properties. I can think of little that would be more intrusive!

In addition to that overriding concern, the proposed project would have to be wedged into the limited space being considered, with out adequate parking and increased traffic in an area were safety is already compromised.

There is one additional important factor to be considered, once a project such as this is approved in the Point Clear, a precedent is established going forward, in which case the historic character would continue to be compromised and eventually lost!

Thank you for your attention.

Diane Horst



Diane Horst CRS ABR
Realtor
251-490-7644

D Hart

From: Vince Jackson
Sent: Saturday, July 6, 2019 10:26 AM
To: D Hart
Subject: Fwd: <EXTERNAL>

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "Hamilton, Palmer" <phamilton@joneswalker.com>
Date: 7/5/19 2:47 PM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL>

Dear Mr. Jackson,

I am a Battles Wharf property owner who is just north of the Grand Hotel near Battles Road. I write in opposition to the proposal by RSA to put a large, densely populated development on the property currently adjacent to the yacht basin.

The Battles Wharf and Point Clear communities consist of low-density, scenic properties. What is being proposed is the antithesis of this. Clearly residents of the Eastern Shore do not want to transform their homes into an imitation of the development that has occurred on the Gulf. Community opposition to such a transformation is strong.

If RSA is permitted to develop this property in the manner proposed, it would set a strong signal that such development will be permitted.

Therefore, I respectfully urge that RSA's proposal be denied.

Sincerely,

Palmer C. Hamilton
5470 Battles Road

Sent from my iPhone

J. B. Horst
18170, U-19, Scenic Highway 98
Fairhope, AL 36532

July 6, 2019

Mr. Vince Jackson
Ms. D. J. Hart
Baldwin County, AL

Dear Mr. Jackson and Ms. Hart:

I live at Point Clear, specifically 18170, U-19, Scenic Highway 98. It is my understanding Retirement Systems of Alabama (R S A) has filed an application with the County for a zoning variance which would allow them to build a multi-story condominium on the north side of the Grand Hotel yacht basin.

Many years ago two condominiums were built on the west side of Scenic 98; **that was prior to the designation of Point Clear as a Historic District by the Alabama Legislature and the National Trust.**

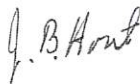
All of the area protected by this designation should remain so protected. Any encroachment on these well-established principles sets a precedent and may allow anyone to build anything they wish, subject only to current building codes.

Such a project would significantly impact the surrounding property values, which are based on the beauty of this unique location.

Traffic, which is heavy now, would become a very dangerous situation. Scenic 98 is just that; **scenic**. The mere issues caused by the construction of such a project would be a major impact on all who live in this area, and chose to live here because of the restrictions.

It is my fervent wish this application be denied, which will serve to deter others with their own personal agendas from attempting to comprise a beautiful and historic area for their short-term financial agendas.

Sincerely,



D Hart

From: Vince Jackson
Sent: Sunday, July 7, 2019 8:31 AM
To: D Hart
Subject: Fwd: <EXTERNAL> RSA Zoning

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Virginia Gould <vgould@me.com>
Date: 7/6/19 11:31 AM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> RSA Zoning

Mr. Vince Jackson

Baldwin County Planning Commission

PO Box 220

Silverhill, Al. 36567

Dear Mr. Jackson,

I am writing as a member of the Point Clear Property Owner's Association in order to offer support for the association's recent letter to you – dated June 19, 2019. This is in reference to the RSA re-zoning request/case#Z-19025.

I am particularly alarmed that a change is being considered that would permit high density residential zoning in Point Clear and Battles Wharf where the current density is RSF-1 and sometimes RSF- 2.

As a resident of Point Clear it has become clear to me that over the years developers are repeatedly requesting for zoning changes and exceptions. Without fail, they work to change the character of this area in order to make a quick turn over in profits. Developers do not have any interest in our neighborhood other than profit. This trend is an ongoing

one and one that should be swiftly suppressed. I say that because of the frequency of the requests for rezoning and exceptions. Point Clear, Battles Wharf, and Fairhope are unique communities that add to the overall character of the county, the region, and the state. It would be such a relief for those of us who live in and support these communities to know that you, the planning commission, and the county commission send a strong message to developers that these neighborhoods are not to be destroyed.

Virginia Goould

D Hart

From: Vince Jackson
Sent: Sunday, July 7, 2019 8:31 AM
To: D Hart
Subject: Fwd: <EXTERNAL> Cawe No. Z-19025 (RSA Re-zoning)

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Wayne Holder <wayne@brinsoninteriors.com>
Date: 7/6/19 2:43 PM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Cawe No. Z-19025 (RSA Re-zoning)

Mr. Jackson:

I would like to voice my opposition to the above re-zoning request by the Grand Hotel. I have lived and worked in Point Clear for 30 years. I own a home across the street from The Grand Hotel and my office is located just north of Battles Road on Scenic Hwy 98. I can not imagine granting this request to the Hotel and its development team. The congestion from the bridge at the marina and the corner and crosswalks past the entrance to The Grand Hotel is the worst I have ever seen in 30 years. It is only a matter of time before someone is killed either walking across the crosswalk and being hit by a speeding car, someone killed in a golf cart crossing the road or a hotel shuttle. After this 4th of July weekend the congestion was impossible. It was also exaggerated but young unskilled drivers of Grand Hotel shuttles and van's driving at speeds on their own property that shocked me the most. We were almost run over by shuttles on the hotel grounds while walking. I think the hotel has gotten greedy enough with almost 1500 homesites surrounding the area already. I do not want to see Point Clear turn in to downtown Fairhope, where I grew up that is now an overrun city of cars and golf carts. The Grand Hotel and its developments have already turned the creek that runs thru the golf course into a muddy stream with every down pour and we don't need them to continue to ruin the surrounding areas with bad condo developments that were never wanted such as the current tower located at "The Colony" project, which I doubt has sold out completely since it was build. The surrounding area was adamantly opposed to the construction of the tower condo and they residents were correct that time and they are correct this time as well. They currently are having trouble selling condos in the Grand Manor/Quail Run area that they have recently built as well. When I first moved into Lakewood 31 years ago you could drive the golf course and see nothing but beautiful flowering shrubs, water and greenery and now it is all destroyed and replaced with homes where ever they can jam them in.

Please do not allow them to destroy this small part of undeveloped space left to offer some buffer for the residents to the North of the marina. I fear that all of us who live in Point Clear and boat fear we will eventually lose the only marina we have left.

Thank you so much and please support those in Point Clear that do not want to see a development such as this occur at a dangerous section of the road. Battles Road and Scenic 98 is a very dangerous intersection now because of the hotel traffic and residential traffic they have created with The Colony development. This is an accident waiting to happen.

Sincerely,

Wayne B. Holder, ASID



Wayne Brinson Holder, ASID
Brinson Interiors, Inc.

Post Office Box 827
18446 Scenic Highway 98
Point Clear, Alabama 36564
Telephone +1 251 928 3337 | Facsimile +1 251 928 3589
www.brinsoninteriors.com | wayne@brinsoninteriors.com

D Hart

From: Vince Jackson
Sent: Monday, July 8, 2019 4:36 AM
To: D Hart
Subject: Fwd: <EXTERNAL> RSA rezoning Case No Z-19025

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: SLADE HOOKS <phooks@bellsouth.net>
Date: 7/7/19 11:06 PM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> RSA rezoning Case No Z-19025

Dear Mr. Jackson,

We wish to voice our opposition to the rezoning of land which is part of the Grand Hotel property. We own property at 12645 County Road 1 and are members of the Point Clear Property Association. Zoning was adopted for Planning District 26 to keep it low density residential and we hope to keep it that way.

Our home is not adjacent to the proposed rezoning site, but as we have said in opposition to other requests for changes in zoning for District 26, how could you deny new requests once you have allowed any land use changes to higher density development anywhere in District 26 ?

A 12 -14 unit high rise condominium is not in keeping with the Master Plan of Point Clear. That type of development can be found in Gulf Shores or Orange Beach with all the traffic and congestion which comes with it.

We have multiple reasons for our opposition, but the main reason is that we would like to continue to enjoy the quiet beauty of our home on Mobile Bay.

Sincerely,

Patricia and Slade Hooks

D Hart

From: Laura Clark <laurac@brownelltravel.com>
Sent: Monday, July 8, 2019 9:20 AM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> Grand Hotel Condominium Project

To Baldwin County,

I own property 7/10 of a mile south of the Grand Hotel Marina. It is my sincere hope that you will not allow the condominium project proposed by the hotel.

I hope you will consider the opposition of the hotel's neighbors of this project.

respectfully submitted,

Laura M. Clark, CTA

An Independent Advisor with Brownell Travel

1 Taylor Place

Mobile, AL 36608

251-344-8494 Phone

251-454-8196 Cell

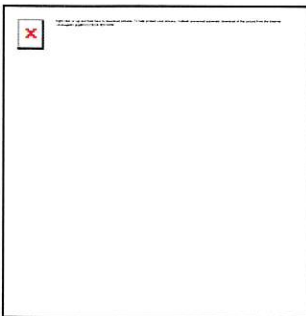
laurac@brownelltravel.com

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D Hart

From: Lucy Broos <lucybroos@gmail.com>
Sent: Monday, July 8, 2019 10:38 AM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> Opposition to the re-zoning of parcel north of the Grand Hotel yacht basin/marina.

I am writing in opposition to the Retirement Systems of Alabama's proposal to re-zone the parcel of property located on the north side of the Grand Hotel marina/yacht basin that would allow for construction of a high rise condominium building. As a Point Clear property owner, I am very opposed to any land use change that allows for higher density development in the area. I feel very strongly about protecting the peace and quiet of our community and believe the project would allow for an increase in traffic and congestion all along Scenic Highway 98.

Lucy and Dan Broos

D Hart

From: Vince Jackson
Sent: Monday, July 8, 2019 12:33 PM
To: D Hart
Subject: Fwd: <EXTERNAL> Case No. Z-19025 (RSA Re-zoning)

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Tommy Zieman <tzieman@tommyzieman.com>
Date: 7/8/19 12:19 PM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Cc: Tommy Zieman <tzieman@tommyzieman.com>, "linyerzieman@bellsouth.net" <linyerzieman@bellsouth.net>
Subject: <EXTERNAL> Case No. Z-19025 (RSA Re-zoning)

Dear Mr. Jackson,

My wife and I are fairly new, full-time residents of Point Clear having recently moved into a house owned by her family for three generations.

Along with the generations of ownership comes lifetimes of experiences with family and friends along the boardwalk, and at the Grand Hotel. We grew up enjoying the charm of the surroundings - the single-family homes of Point Clear, and the uniqueness of the Hotel, including the modest-in-size, but wonderfully unique, yacht basin and grounds. We have used the facilities of the yacht basin as boat owners and as friends and family of boat owners - from the water and from the land.

We believe it imprudent to accept the petition of the RSA to re-zone the area to allow the construction of condominium buildings in the small area adjacent to the yacht basin. The proposed re-zoning would allow the construction of buildings incompatible with the character of the yacht basin, the Hotel, and the adjoining homes.

Accordingly, I respectfully request that the Baldwin County Planning Commission deny the re-zoning request of RSA.

Sincerely,

Tommy Zieman

Thomas Troy Zieman, Jr.
Post Office Box 4
Point Clear, AL 36564

Cell Phone: (251) 454-1638
tzieman@tommyzieman.com

This e-mail is confidential and may contain
legally privileged information.

Thomas Troy Zieman, Jr.

Attorney

Post Office Box 12

Mobile, AL 36601

209 S. Cedar Street

Mobile, Alabama 36602

Gen. Tel: (251) 307-5881

Cell Phone: (251) 454-1638

tzieman@tommyzieman.com

This e-mail is confidential and may contain
legally privileged information.

D Hart

From: John Spottswood <photofinishjohn@gmail.com>
Sent: Monday, July 8, 2019 12:49 PM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> Grand Hotel Condo Project

Dear Vince:

I have lived on Scenic Highway 98 in Point Clear for FIFTY (50) years having bought my property in 1969, I have seen many things happen during this time, some good and some bad. The thought of Condos on the small piece of property at the Grand Hotel Marina is BAD! The residents of Point Clear are proud of their family homes and their life in a area which is a wonderful place to live. I hope that you and the zoning board will not allow a variance to change this! I sincerely hope that this request will be turned down!

Very Respectfully yours,

***JOHN S. SPOTTSWOOD, JR
14157 Scenic Highway 98
P. O. Box 461
Point Clear, Alabama 36564***

D Hart

From: melanie moore <melaniemoore75@hotmail.com>
Sent: Monday, July 8, 2019 12:50 PM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> RSA rezoning request Z-19025

Dear Mr. Jackson,

I'm writing on behalf of my husband and I to voice our opposition to the rezoning request, Z-19025, which would allow multifamily dwellings at the Grand Hotel yacht basin.

This is one of the worst ideas I've ever heard of. The building would crowd the property and create noise and traffic. Also, until Fairhope increases its' sewage treatment facility I remain opposed to all multifamily developments.

We strongly oppose this rezoning request, and can refer you to the Point Clear Properties Owner's Association letter sent to you which does a good job of stating other reasons why this rezoning request should be denied.

Respectfully,
Melanie Moore
17211 Scenic Hwy 98

D Hart

From: David Durden <ddurden@mac.com>
Sent: Monday, July 8, 2019 1:47 PM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> Grand Hotel Condominium Project

To whom it may concern:

My wife and I moved to Point Clear about 5 years ago. We both went to University of South Alabama and had always wanted to return to Baldwin County along the bay. We spent 23 years in Montgomery in high density environment before we were able to return to a much less populated area.

With that being said, property values in Montgomery took a dive with the additional high density structures. We are very fearful of the same thing happening to a very historic place if you allow The Grand Hotel to change the scenery and culture surrounding this majestic part of the world.

We are very adamant in our opposition of this project.

David Durden
15997 Scenic Highway 98

D Hart

From: louisehsmith1@gmail.com
Sent: Tuesday, July 9, 2019 8:40 AM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> Zone change Grand Hotel

My family has owned a house in Point Clear on Scenic 98 since 1940. I am very much opposed to the reasoning proposal by the Grand Hotel to build a high-rise condo on a small strip of WETLANDS south of the Yacht Basin. The greed of RSA will ruin this beautiful area.
Sent from my iPad

D Hart

From: Jim Frost <jhf@maloneylyons.com>
Sent: Tuesday, July 9, 2019 9:02 AM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> Zoning change request/Condominium at Grand Hotel

Dear Mr. Jackson:

I am writing to express opposition to the zoning change request at the Grand Hotel in Point Clear. My wife, Anne, and I own a home four doors north of the property in question. Our property has been in Anne's family for 80 years. Point Clear is, and has always been, a peaceful, low-density, low-traffic community. It should remain so, as was recognized years ago when the current zoning was put in place. The zoning change requested by the owners of the hotel (who of course are not residents or members of our community) threatens both the concept and the reality of Point Clear.

Please deny that zoning change request.

Thank you for your consideration.

With best regards,

Jim Frost

D Hart

From: Vince Jackson
Sent: Monday, July 8, 2019 6:13 PM
To: D Hart
Subject: Fwd: <EXTERNAL> I AM AGAINST BUILDING HIGH RISE CONDOMINIUMS AS PROPOSED BY THE GRAND HOTEL!

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Jeff Doherty <jeffreypd@mchsi.com>
Date: 7/8/19 6:11 PM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> I AM AGAINST BUILDING HIGH RISE CONDOMINIUMS AS PROPOSED BY THE GRAND HOTEL!

As a resident of point Clear, I am totally against the Grand Hotel's proposal to build high rise condominiums.

Sent from my iPhone

D Hart

From: Plumer Tonsmeire <plumert13@gmail.com>
Sent: Tuesday, July 9, 2019 11:02 AM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> RSA rezone case no.z-19025

Vince:

I would like to express my strong opposition to the RSA's proposed rezoning of the Grand Hotel Marina property. I currently live in Point Clear and have had family reside in Point Clear for over fifty years and the thought of high density developments here makes me weak. Maybe a question we should think about is this: Do I like to VACATION in the 30a area, Seaside - Watercolor etc, the answer might be sure it's a beautiful place. The next question is would I like to LIVE in that area and I believe a definitive answer of NO would be the consensus. Thank you for listening and please do the right thing.

Sincerely,

Plumer

Plumer Tonsmeire
251-421-1784

D Hart

From: Vince Jackson
Sent: Tuesday, July 9, 2019 12:26 PM
To: D Hart
Subject: FW: <EXTERNAL> RSA Re-Zone Case No. Z-19025

Vince Jackson

From: GUY OSWALT III [mailto:guyoswalt@gmail.com]
Sent: Tuesday, July 09, 2019 11:30 AM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> RSA Re-Zone Case No. Z-19025

Dear Mr. Jackson:

As a resident of Point Clear, please note my total opposition to the proposed development by the RSA on the north side of the marina at the Grand Hotel. The approval of this development would have devastating and long term effects including, but not limited to, increased traffic and congestion on Scenic Highway 98. Growing up and now owning property in Point Clear, I do not want to see the addition of this or any high density project destroy such a wonderful community.

Thank you for your consideration on this matter and please vote against the proposed rezoning request.

Sincerely,

Guy and Ashley Oswalt
17777 Scenic Highway 98
Point Clear, AL 36564
251-895-3130

D Hart

From: Vince Jackson
Sent: Tuesday, July 9, 2019 12:54 PM
To: D Hart
Subject: FW: <EXTERNAL> RSA Re-Zoning Request - Case #Z-19025

Vince Jackson

-----Original Message-----

From: Rob Constantine [mailto:rob@paulboulo.com]
Sent: Monday, July 08, 2019 2:15 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Cc: D Hart <DHart@baldwincountyal.gov>; Point Clear Property Owners Assoc.
(pointclearpropertyownersassoc@gmail.com) <pointclearpropertyownersassoc@gmail.com>
Subject: <EXTERNAL> RSA Re-Zoning Request - Case #Z-19025

Dear Mr. Jackson:

Please add the attached letter in opposition to the above referenced rezoning to your packet for distribution to the Board.

Thanks and regards,

Rob Constantine

D Hart

From: Billy Delaney <billyd@delaneyinc.net>
Sent: Tuesday, July 9, 2019 1:28 PM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> grand Hotel condo at Point Clear

I am against the proposal by the Grand Hotel to build a high-rise condominium at Point Clear

D Hart

From: Kay Glenday <skglenday@aol.com>
Sent: Tuesday, July 9, 2019 2:08 PM
To: Vince Jackson
Cc: D Hart; pointclearpropertyownersassoc@gmail.com
Subject: <EXTERNAL> Case No. Z-19025 (RSA Re-zoning)
Attachments: RSArezoningltrVinceJackson. kay.glenday pdf.pdf

Dear Mr Jackson

Please find attached my letter regarding Case No. Z-19025 (RSA Re-zoning).

Sincerely

Kay Giddens Glenday

Mr. Vince Jackson
Baldwin County Planning Commission
P.O. Box 220
Silverhill, AL 36567

16989 Scenic Hwy 98
PO Box 182 Point Clear 36564

July 9, 2019

Re: RSA re-zoning request/case #Z-19025

Dear Mr. Jackson:

We understand the pressures of business performance and the need for periodic changes towards financial goals, but we want to remind the RSA and the Baldwin County Commissioners that the Grand Hotel and its grounds is an Eastern Shore centerpiece, a nationally known landmark for our whole region - a destination with an appealing roadside glimpse of the Bay and boats, inviting for both business conferences and family recreation, all seeking a change of scene. Towards the quality of life of the area, we implore the RSA officers of a landmark historic destination in our community, and the Commissioners considering all aspects of the area, NOT to take the SCENIC out of Scenic 98!

In keeping with our previous zoning limitation efforts at CR 32, I, as a member of the Point Clear Property Owner's Association, wish to express my full support for the association's letter of 19 June 2019 in opposition to the referenced re-zoning request. A change in zoning to permit high density residential zoning allowing multiple family dwellings with a 12 unit per acre density is inconsistent with the current low density (RSF-1 and sometimes RSF-2) character of the residences in the recognized historic districts of Battles Wharf and Point Clear where this property is located in a low density community as voted by residents. The Point Clear Grand Hotel has offered part of the unique character of our community including its access to views and waterfront. Any change that would permit high density residential dwellings would be inconsistent with that character, adding to already increasing drainage issues, and rising traffic density and safety problems.

The existing marina, for marine interests only, serves as an existing natural separation between the high density commercial operation of the hotel and the low density historic residential area which should be maintained.

Yours sincerely,

Kay Giddens Glenday

Cc: Point Clear Property Owner's Association

D Hart

From: drbps@aol.com
Sent: Tuesday, July 9, 2019 3:13 PM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> Grand Hotel Condominium

To whom it may concern,

Although I live in Fairhope proper, I was distressed to hear about the rather large high-rise condominium building project being proposed at the Grand Hotel. Many of us, myself included, use that area along the bay for biking, running, bird watching ,etc and are understandably upset by this planned intrusion on our community. That area of Scenic 98 is quite beautiful and this project would definitely adversely impact both the natural beauty and restful atmosphere of this area. As a biker and runner, the increase traffic both during construction and afterwards would also be an unwelcome intrusion. My family and I oppose this building project.

Sincerely,

Ben Schrubbe

D Hart

From: Carolyn Lee Goodloe <goodbilloe@gmail.com>
Sent: Wednesday, July 10, 2019 12:28 PM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> RSA condominium in Point Clear

Dear Vince

I want to register my extreme concern that the proposed building of a multilevel condominium on the Grand Hotel property in Point Clear will have negative affect on the quality of life in this beautiful historic residential community. I am also concerned that the long range affect could be devastating by setting a precedent that could be irreversible. Having worked on the development of a zoning ordinance for this area, I recall a large concern was density of population.

I hope that you and your office will take in to account the negative affect this development will have on property values for the residents here in Point Clear as well as increased traffic on scenic highway 98

Sincerely
Carolyn Lee Goodloe

Sent from my iPad

D Hart

From: Vince Jackson
Sent: Wednesday, July 10, 2019 10:37 AM
To: D Hart
Subject: FW: <EXTERNAL> RSA re-zoning/Case No Z-19025

-----Original Message-----

From: Craig Helms [mailto:cchsr@aol.com]
Sent: Wednesday, July 10, 2019 9:00 AM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> RSA re-zoning/Case No Z-19025

Vince, I am sending this email as a resident of the neighborhood that will be affected by the decision made by the Planning Commission. Rezoning this property from TR to HDR would set a precedent that would/could bring about more projects that would affect the low density zoning that is prevalent in this area. I feel that, with all the growth that is taking place in our great county, it is important that we preserve the things that have made us such a desirable destination!

Thank you for your consideration.

Craig Helms

Sent from my iPhone

D Hart

From: Mike Dudley <jmd19309@gmail.com>
Sent: Wednesday, July 10, 2019 9:21 AM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> Case No. Z-19025 (RSA Re-zoning)

To: Baldwin County Planning Commission

In the above referenced case for re-zoning, I want to express my opposition in the strongest possible terms. With few exceptions the Point Clear area is low density single family housing. There are no good reasons other than greed and the pursuit of profits to squeeze that many units on that little strip of land.

Please vote NO!!!

Mike Dudley
19309 Scenic Hwy 98
Fairhope, AL 36532

D Hart

From: Edward Rotenberg <edward@sr-cre.com>
Sent: Tuesday, July 9, 2019 6:03 PM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> High-rise project Point Clear

I am writing to object to a proposed high - rise condominium project next to the marina in Point Clear. I have visited this area for over 40 years and now own property in the area. In my opinion this land should be maintained as residential single family residences and Not vertical development. I oppose this project. I am a huge fan of Lakewood the club hotel spa and all amenities but this is Not the location for a high rise. Thanks for your attention.

Thanks,

Edward L. Rotenberg, SIOR
Partner & Associate Broker
Saurage Rotenberg Commercial Real Estate, LLC
5135 Bluebonnet Blvd.
Baton Rouge, LA 70809
225.766.0000 Office
225.766.2229 Fax
225.907.6165 Mobile
Edward@sr-cre.com
SaurageRotenberg.com

D Hart

From: Daniel Reimer, Sr <dan.e.reimer@gmail.com>
Sent: Wednesday, July 10, 2019 3:17 PM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> Opposition to the Grand Hotel Condominium Project- Case No. Z-19025

Dear Mr Jackson and Ms. Hart:

As a long time property owner in Pt Clear near Zundel's Lane I strongly oppose the application for condominium development about 1 mile from my home by the Grand Hotel owners.

I support completely the well organized thoughts expressed by the Point Clear Property Owner's Association in their various letters of opposition sent to you already. I will not repeat those points here, but want my and my family's strong opposition to be recorded in your files.

Please deny their requests.

Respectfully submitted,

Daniel E. Reimer, MD
17215 Scenic Highway 98
Point Clear, AL

D Hart

From: Jeff McGowin <jfmuva@gmail.com>
Sent: Wednesday, July 10, 2019 3:52 PM
To: Vince Jackson; D Hart
Subject: <EXTERNAL> Keep Scenic 98 Scenic

Dear sirs:

I wish to be noted to be in opposition to the proposed development by the owners of the Grand Hotel on the property at the marina. We have owned on the water just north of the proposed development for 20+ years. We accept some crowding and infrastructure stress as people flock to our wonderful area, but multi unit development in an area of vastly single family properties on a limited ingress/egress road outside of the historical use of these properties should not be allowed to happen.

Please vote "no" to this development.

Sincerely,

J. F. McGowin III

D Hart

From: Frank Touart <ftouart@egm-llc.com>
Sent: Thursday, July 11, 2019 7:09 AM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> RSA Grand Hotel Condominium Complex

Sir,
As a lifelong resident of Battles Wharf Alabama, I strongly oppose the development on the North Side of the Grand Hotel Harbor for this proposed Condominium project. I believe this proposed project will diminish the property value of the single- family residence along the bayfront, increase traffic on Scenic Hwy 98, and set a precedent for future developments on the bay.

Sincerely,

Frank G Touart
18541A Scenic Hwy 98
Fairhope, AL 36532

D Hart

From: mf11654@aol.com
Sent: Wednesday, July 10, 2019 10:06 PM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> Grand Hotel

Dear Mr. Jackson,

I have been out of town so am just getting this note to you about what the Grand Hotel wants to do. Over the years we have watched the Grand Hotel go from being a beautiful destination to becoming all about how to fit whatever the corporation can on the property. I am all for making money, but letting them destroy the marina area is not something that should be allowed. Fitting what they have proposed on the last little spit of land is just wrong. Don't allow the beauty of the marina area to be taken away.....Please.. It just doesn't make any sense to use the land in this way.

Thank you,

Martha Fuchs

D Hart

From: Tonya Beach <oceantonya@att.net>
Sent: Wednesday, July 10, 2019 8:50 PM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> Grand Hotel and other Property development
Attachments: image1.jpeg; ATT00001.txt

Mr. Jackson,

I am writing to you with many concerns about the overdevelopment of Point Clear and Fairhope. But moreover Point Clear. We are residents on Scenic Hwy 98. Our address is 16604. It is not a big palace but rather a simple cottage in the woods. We purchased our property years ago after my husband returned from several deployments to IRAQ. He was in need of a peaceful place to call home. I found this place that was magical. There was hardly any traffic and folks all waved while we were riding by. The only noise at night came from crickets and bullfrogs. Fast forward to 2019. The traffic has picked up considerably. I have had many occasions with speeding cars passing me on the left while trying to turn left into my drive. The crime is up in the area. Most importantly The water is not draining properly. We spent over \$3000.00 of our own money just to fix a county access to our property. The water keeps washing out the road because of new neighbors overbuilding.....making it hard to access our property at times. These areas are not meant for this type of build up. Where is this water going to flow????

The tone is that every devoloper is there trying to make a quick buck. There are too many houses going in. Not to mention another giant condo/multi home unit complex. We are sickened to see all this overwhelming and thoughtless approval of development.



D Hart

From: Gregg Buckalew <Gregg.Buckalew@FiduciaryVest.Com>
Sent: Thursday, July 11, 2019 11:10 AM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> Grand Hotel owner's proposed property use "carve-out" - Baldwin County Public Hearing July 11, 2019

Dear Mr. Jackson:

My standing in this matter: I am a resident at 18170 Scenic Hwy 98 (unit 21, Magnolia Trace) which is situated a couple hundred feet across Scenic 98 from the subject property.

My understanding of the Fact Situation: The proposal, as I understand it, will, *for the first time in 172 years:*

- (a) sub-divide the Grand Hotel's currently contiguous land tract, in order to carve out and construct a multi-family, multi-story residential condominium structure, which will
- (b) stuff high density housing into the narrow sliver of land bordered by the Grand Hotel yacht basin on the south and single family residences on the north, and
- (c) threaten (presumably destroy) a long-standing, dense and robust "crop" of sea oats* on its western-facing Mobile Bay frontage.

*In many coastal states, sea oats are protected by law.

Conclusion: Based on these facts, Mr. Jackson, it seems clear to me that the Hotel owner's ham-handedly awkward proposal is simply inappropriate.... it's a square peg.

If the petition is granted, how could we hope to stop future use of this Bay-front precedent by any number of land developers (and perhaps even profit-seeking single-family home owners) to thumb their noses at the most fundamental provisions of Pt. Clear's existing, hard-fought, carefully drafted zoning restrictions?

Request: I will much appreciate your careful consideration of the precedent-setting significance of the Grand Hotel's proposal and I'm confident that, if you do that, you will surely move to deny the requested variance.

Sincerely,

J. Gregg Buckalew

This message is confidential. If you have received it by mistake, please delete it and all attachments immediately and notify the sender.


BALDWIN COUNTY PLANNING COMMISSION
22251 PALMER ST.
ROBERTSDALE, AL. 36567

7/6/19

REFERENCE: CASE NO. Z-19025 (RSA REZONING)

TO WHOM IT MAY CONCERN,

I am writing in opposition to the Retirement Systems of Alabama's proposal to re-zone the parcel of property located on the north side of the Grand Hotel marina/yacht basin that would allow for construction of a high rise condominium building. As a Point Clear property owner, I am very opposed to any land use change that allows for higher density development in the area. I feel very strongly about protecting the peace and quiet of our community and believe the project would allow for an increase in traffic and congestion all along Scenic Highway 98.


Christie and Hunter Lyons
16935 Scenic Hwy 98
Point Clear, Al. 36564

D Hart

From: Vince Jackson
Sent: Thursday, July 11, 2019 12:16 PM
To: D Hart
Subject: FW: <EXTERNAL> opposition

From: Teresa Smith [mailto:tessms@bellsouth.net]
Sent: Thursday, July 11, 2019 12:10 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Cc: 'Gus Smith' <gusmith@bellsouth.net>
Subject: <EXTERNAL> opposition

Dear Mr Jackson ,

We are sorry to miss the meeting concerning the Grand Hotel Parking area condominiums . We have permanently lived in Point Clear since 2005 and have spent many summers enjoying the peacefulness and beauty of Mobile Bay . We are not opposed to growth in the area if done properly ,but the fact that this small amount of property will be covered with condominiums will have a negative effect for property owners, not to mention the spillage in the bay due to construction . We ask that this construction be cancelled immediately for the friends and families of this community .

Thank you
Teresa and Gus Smith
17545 Scenic Highway 98
Point Clear Al 36564

D Hart

From: rbush1@bellsouth.net
Sent: Thursday, July 11, 2019 5:12 PM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> Objection to proposed high rise condo in Point Clear

Dear Mr. Jackson,

I am a resident of Point Clear on Scenic Hwy 98. I am very strongly opposed to the request to build high rise condos in Point Clear.

The Point Clear community is a tight knit community and very neighborly. If you drive down Scenic Hwy 98 you will see people out walking, running, riding bikes, strolling babies, walking dogs.

The additional traffic that would result from that dense population would make our walk ways unsafe and the streets also unsafe.

Thank you for your consideration.

Sincerely,
Regina Bush

REGINA BUSH

Adams Homes Sales Associate

CAROLINE WOODS

RBush1@bellsouth.net

251-401-4145 Cell

D Hart

From: Katie Bolton <katie@procycleandtri.com>
Sent: Friday, July 12, 2019 2:00 PM
To: Vince Jackson; D Hart
Subject: <EXTERNAL> RSA re-zoning/Case No Z-19025

Mr. Jackson and Ms. Hart,

My name is Katie Bolton and I am writing in regards to the proposed RSA re-zoning/Case No Z-19025.

I believe allowing this project to proceed will be an extreme detriment to the area.

As a local business owner, bicycle retail, my husband and I have a unique perspective of Scenic 98. Additional dwelling will add more vehicle traffic to the area will degrade the most popular route in Baldwin County for bicycles and pedestrians. It will also pose a hazard to pedestrians on the Eastern Shore Trail and to people riding bicycles on Scenic Highway 98 which will result from the increased housing density of this project. Many people travel to the area just to ride and walk/run. They do so because the route is viewed as a safe route. Strava, a GPS based app/site tracks activity, offers a Heat Map that shows 'heat' made by aggregated, public activities over the last two years. On a north bound segment that includes the proposed area, as of today, 21,161 attempts by 1,566 people within the past two years has been ridden. A similar run segment has 1,882 attempts by 428 people. These numbers are significantly higher than a segment on a popular route in Gulf Shores that has 9,109 attempts by 3,173 people.

For example, our bicycle shop hosts weekly shop rides and has been using the South Section Street route over an eight plus year period. Our shop route had to be modified due to the increase in traffic because of the new high density residential development along South Section Street and surrounding areas. County Road 13 in its entirety is very close to a similar fate.

The 36532 Strava Heatmap can be found here: <https://www.strava.com/heatmap#12.00/-87.86894/30.47894/bluered/ride>

Please let me know if I can further explain any of the information above.

Sincerely,
Katie Bolton, owner Pro Cycle & Triathlon

D Hart

From: Frogdog <Frogdog3@aol.com>
Sent: Saturday, July 13, 2019 7:03 PM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> Fwd: Proposed condominium pt. Clear

Sent from my iPad

Begin forwarded message:

From: Frogdog <Frogdog3@aol.com>
Date: July 13, 2019 at 6:58:35 PM CDT
To: vjackson@baldwincounty.gov
Cc: dhart@baldwincounty.gov
Subject: Proposed condominium pt. Clear

To the commissioner s:

I would like to strongly recommend denying the request for the newest condominium to be built at the hotel in the marina parking lot. I live just down the road, for about 30 years and most definitely object. The road has become dangerous with all the traffic. The proposed area is wetlands. There is at least 3 feet of water in the parking lot right now. Besides the hotel, this area is single family and it should stay that way.

With best regards, Lucy Ladd
17631 scenic hy 98

Sent from my iPad

D Hart

From: Tom Taul <ttaul@merchantstransfer.com>
Sent: Monday, July 15, 2019 6:24 AM
To: D Hart
Cc: Vince Jackson
Subject: <EXTERNAL> Grand Hotel Condos @ Pt. Clear

I am opposed to the project currently before the Planning Commission.

Thomas M. Taul, III
722 S Mobile St.
Fairhope, AL 36532
(251) 454-1557

D Hart

From: Tucker, Susan N <susannah@tulane.edu>
Sent: Friday, July 19, 2019 9:59 AM
To: Vince Jackson
Cc: D Hart; George Fuller; Frances Fuller; Jane Tucker; Julie Trice
Subject: <EXTERNAL> Proposed high rise condominiums at Point Clear

Dear Members of the Baldwin Count Planning Commission,

I write on behalf of myself and my sisters who own a home on Scenic Highway 98, number 17789.

We have owned this home since 2008 and before that it was owned by our mother and before that by her father, our grandfather. I list that chain so that you will understand both our happiness that Baldwin County has so prospered over the years and also because we have seen many times when it did not, when growth was not adequately considered and the quality of life in the county declined.

One of these less than desirable outcomes occurred when the Grand Hotel expanded in the 1970s and their new parking lots began to make it impossible for water to drain in heavy and even not so heavy rains. As you know the adjacent road and all the driveways along there now flood often because of this poor planning.

For a similar reason, we now oppose the proposed high-rise condominiums at Point Clear, presented by the Grand Hotel. We wish to ensure that our roads are kept passable for all people and that drainage and other problem are considered. We also feel that the appeal of the county to visitors, as well as to new residents and old, is not in high rise buildings but in keeping architecture at a modest scale, not something imitative of high rises in cities or in Destin.

Thank you for your consideration,

Susan Tucker
504 616 8297

D Hart

From: Emily James <EJames@pritchett-moore.com>
Sent: Monday, July 22, 2019 10:02 AM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> Grand Hotel Condominium Project

I join the Point Clear Property Owners Association, Inc. in opposing the construction of the Grand Hotel condominium project. Please vote against this project on August 1, 2019. Please Keep Scenic 98 Scenic.

Sincerely,

Thomas W. Moore
Property Owner – Magnolia Trace

Cc: Dr. David Bronner

D Hart

From: Bo O'Meara <bomeara@powersourceusa.com>
Sent: Friday, July 26, 2019 12:18 PM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> Keep Scenic 98 Scenic - Opposing rezoning of the Grand Hotel Marina Property

To whom it may concern,

I would like to express my opposition to the RSA's proposed rezoning of the Grand Hotel Marina property. Business Highway 98 has gotten worse than Airport Blvd. Please lets keep "Scenic Highway 98 Scenic". The Hotel already has a parking problem. During busy times cars are backed up on the highway trying to get past the guard at the gate which creates a safety problem with oncoming traffic.

POWER SOURCE

Bo O'Meara
205 965 7791
bomeara@powersourceusa.com
www.powersourceusa.com

D Hart

From: Vince Jackson
Sent: Friday, July 26, 2019 3:06 PM
To: D Hart
Subject: FW: <EXTERNAL> RSA proposed condominium project

-----Original Message-----

From: Mary Finger [mailto:mfinger@bellsouth.net]
Sent: Friday, July 26, 2019 3:01 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> RSA proposed condominium project

Please add me to the numerous voices who are totally against this project that RSA is so greedily proposing...in my opinion it is insane to want to add more traffic and more density to an infrastructure that cannot support what is already in this area...we need no more buildings in point clear and surrounding areas...thank you, mary finger.

Sent from my iPad

D Hart

From: Ashley Sullivan <craven200@earthlink.net>
Sent: Friday, July 26, 2019 8:29 PM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> proposed condos

Sometimes I feel like my soul really lives in Point Clear, AL, a unique place with many wonderful memories of s'mores over a beach bonfire at night, floundering, all day in the water, Jubilees and most important, family – six generations and counting. Our lives there are being upended by development after development with swarms of people coming in. Has the “bottom line” become the top priority for everything? That is not progress, it's digression and traffic and noise. Some things have had to fought tooth and nail to keep from happening or continuing. This addition is one more thing to chip away at the charm of our little community of peaceful family pleasures.

Our family house, less than a mile from the Grand Hotel, in the family for just shy of 100 years, has been treasured by well over 60 family members and multitudes of their friends. We don't want to become over run with over growth. Having more high-rise development with RSA is not what we want or envision for our families and their future at Point Clear. Please say “no” to their request.

Ashley Luce Sullivan

D Hart

From: Jim Stowe <jsstoweaway@gmail.com>
Sent: Saturday, July 27, 2019 11:44 AM
To: Vince Jackson
Cc: D Hart; John Spotswood
Subject: <EXTERNAL> Rezoning RSA Hotel Property

Gentlemen:

Please accept this as an OPPOSITION to the rezoning of the Hotel Marina property on scenic Hwy 98. As a property owner off Battles Road, our traffic is terrible and the road conditions are getting worse.. let's keep this part of Baldwin County livable for the voting citizens here.

Thanks for your attention to this item.

James V. Stowe
P.O.Box 1764
Point Clear,Al

Sent from my iPad

D Hart

From: Tony Atchison <tony@atchisonproperties.com>
Sent: Monday, July 29, 2019 8:52 AM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> PROPOSED MARINA CONDOS AT GRAND HOTEL

Good Morning, I am emailing to let you know I am totally against the proposed Condos by RSA at the Grand Hotel. I just purchased a home at 15333 Scenic Highway because of the areas charm and tranquility. It would be a mistake to let that slip away with big construction projects in the area.. It is one of the most beautiful drives in the world and we need to keep it that way.. thanks for your consideration.. All the best,

Tony Atchison
tony@atchisonproperties.com
251-510-4530
1108 Dauphin Street
Mobile, Al. 36604

D Hart

From: Linda Lee
Sent: Tuesday, July 30, 2019 10:27 AM
To: Vince Jackson
Cc: D Hart
Subject: FW: <EXTERNAL> Proposed RSA high rise development

I believe this is for you all.

Linda Lee

Planner
Baldwin County Planning & Zoning Department
(251) 972-8523

From: Marl Cummings, III [mailto:marl3@cummingsassoc.com]
Sent: Tuesday, July 30, 2019 10:17 AM
To: Linda Lee <LLee@baldwincountyal.gov>
Subject: <EXTERNAL> Proposed RSA high rise development

Sir,

I would like to express my opposition to this proposed development. Any high rise development in the Point Clear area is completely out of character with this community. The previous high rise attempted by RSA was a complete failure.

The scenic views of the Point Clear area, substantially unchanged for over 150 years, would be forever altered, and would probably open the door to more of the same by RSA.

I live in the Battles Trace development and RSA's attitude concerning how any development will impact the community has much to be desired.

RSA threatened the City of Fairhope into getting what they wanted, which included destroying large swaths of old growth pine and oaks. They only care about money. There is more to be considered here than fattening their balance sheet.

If this development was kept to one or two stories at the most, it may be tolerable. Of course any development on the west side of scenic 98 will worsen an already bad parking problem.

Please vote to oppose this application.

Marl Cummings III
106 Mulberry Lane

D Hart

From: Bill Goodloe <bgoodloe@lyonfrycadden.com>
Sent: Tuesday, July 30, 2019 5:35 PM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> RSA Condominium Project at the Grand Hotel

Mr. Jackson,

I am writing in opposition to the RSA's rezoning request for its proposed condominium project located at or adjacent to the Grand Hotel marina on Scenic Highway 98.

My family owns property within a mile to the south of this location and I have spent the last 48 summers and partial winters of my life living there and enjoying the peaceful, less dense population in that area.

Baldwin County, and Fairhope in particular, has seen extremely fast growth over the past 5 or 10 years, and that does not come without a cost or impact. The traffic, utility services, and infrastructure cannot keep up as it is, and adding to the problem will only compound these issues in a negative manner.

The reason this area is so popular is due to the lack of dense population, with only single family residences allowed in the area. This type of rezoning and large development would seriously damage the look and feel for the residents and tax payers of this area. It could be the downfall of a historic area in Baldwin County, and would have a major negative impact.

Additionally, property values will certainly deteriorate from a development of this nature, and approving this re-zoning certainly does not fall into the category of "Smart Growth", or "promoting efficient development".

Please do not approve this, it would be devastating.

Sincerely,

Bill Goodloe

17261 Scenic Highway 98
Fairhope, AL 36532

D Hart

From: Sam Dixon <spdixonjr@aol.com>
Sent: Thursday, August 8, 2019 9:52 AM
To: D Hart; Paula Bonner
Cc: sjackson@baldwincountyal.gov
Subject: <EXTERNAL> Rezoning request Z19025

I am writing to state my opposition to the rezoning request submitted in case number Z 19025 by RSA Condominium Project. This request, if granted, will not enrich the quality of life of the residents in area in question nor add to the allure of the neighborhood. It's just the execution of development plans to maximize profits at the expense of one of the most beautiful areas in our state, Historic Point Clear.

Please, there must be someone among our County's leaders who understands the time tested principle of the Value of asset is often worth more than the sum of it's parts.

Sincerely yours,
Sam P. Dixon, Jr.

18268 Woodland Drive
Point Clear, Al. 36564

14053 Scenic Hwy 98
Point Clear, Al. 36564

Sent from my iPad

D Hart

From: Tracy Frost <tracyafrost@gmail.com>
Sent: Saturday, August 3, 2019 12:56 PM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> Opposition to RSA Condominium Project at the Grand Hotel

To whom it may concern,

As a new resident of the Lakewood subdivision I have recently been informed of the RSA's request for a continuance on the hearing concerning the development of high rise condominiums at the Grand Hotel. I would like to express my COMPLETE OPPOSITION to such a project. Baldwin County is busting with development, which it cannot support, and thus caused the many issues we see throughout the county. There are VERY few places left untarnished by this rapid expansion, with Point Clear and scenic 98 being one of those last treasures. I do not see a positive impact for such a project and it will certainly do nothing to help preserve the charm of the Grand Hotel. Secondly and most important, there is not one positive aspect of this project for our community. I am hopeful the County Planning Commission will keep this in mind, as they determine for their constituents, what will be allowed in our community. I know I am not alone in asking the commission to "Keep Scenic 98 Scenic".

Regards,

Tracy Frost
18204 Woodland Drive
Point Clear, AL 36564
251-490-7990
tracyafrost@gmail.com

T. Lee Robinson, Jr.
24 TACON STREET
MOBILE, ALABAMA 36607-3137

12 August 2019

Mr. Vince Jackson, Planning and Zoning Director
Baldwin County Planning Commission
22251 Palmer Street
Robertsdale, AL 36567

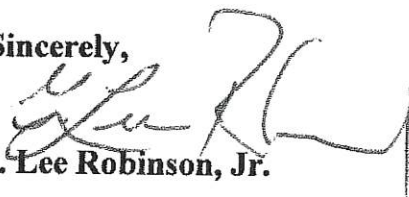
Dear Mr. Jackson,

I'm writing in opposition to the proposed application (Case # Z-19025) by the RSA to rezone a portion of their land near the Marina for re-development.

I am a longtime owner of a home just down the beach at Point Clear - at 17401 Sc Hwy 98 - and believe that such a rezoning would not only negatively impact water quality in our area but also increase traffic congestion in an area that is known for its quiet residential character. Such a rezoning is contrary to the low-density character of the Point Clear community.

Thank you for your consideration of this matter.

Sincerely,



T. Lee Robinson, Jr.

D Hart

From: Murray Robinson <joemurray456@gmail.com>
Sent: Monday, August 19, 2019 9:42 AM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> RSA/Grand Hotel Case # Z-19025

Dear Mr. Jackson:

I'm writing in opposition to the proposed application (Case # Z-19025) by the RSA to rezone a portion of their land near the Marina for re-development.

I am a longtime owner of a home just down the beach at Point Clear and believe that such a rezoning would not only negatively impact water quality in our area but also increase traffic congestion in an area that is known for its quiet residential character. Such a rezoning is contrary to the low density character of the Point Clear community.

Thank you for your consideration of this matter.

Sincerely,

Murray Robinson
17401 Scenic Hwy 98
Fairhope, AL 36532

D Hart

From: George Oswalt <ggoswalt@gmail.com>
Sent: Wednesday, August 28, 2019 8:57 AM
To: Vince Jackson; D Hart
Subject: <EXTERNAL> Case No. Z-19025 (RSA Rezoning) - Keep Scenic 98 Scenic Re: Grand Hotel Condominium Project

I have kept up with this and saw that the decision has been postponed twice. I want to reaffirm my opposition to this and to encourage both of you to make the right decision. A high rise condo in Point Clear would be a nail in the coffin of that area. The reason it is so nice over there is because it is an escape from cities and the congestion that people create.

Please consider the harm that could be caused if they are allowed to build high rise condos like at Orange Beach. The area would be forever lost to concrete and steel.

PLEASE DO NOT ALLOW THE GRAND HOTEL TO CONTINUE TO EXPLOIT POINT CLEAR.

George Oswalt

On Mon, Jun 24, 2019 at 9:44 AM George Oswalt <ggoswalt@gmail.com> wrote:

Dear Mr. Jackson & Ms. Hart,

I am writing to you today to express my opposition to the Grand Hotel's plan for a high rise condo in Point Clear. The fact that the hotel would consider this type of development is just another sign that they have completely lost touch with the local community and the aspects of Point Clear that make it so desirable to visit and live.

I grew up going to Point Clear and my family has owned a house near the hotel for generations. That area is known for its beauty and charm, but beauty can be tarnished and charm can be lost if they are not protected by those who cherish it most. Point Clear is a low density living area. It always has been. The quickest way to ruin that area would be to allow high density living, and this condo would be a direct injection right into the heart of Point Clear.

The hotel has already dramatically increased the number of people who traffic the area, please consider the harm that could be caused if they are allowed to build high rise condos like at Orange Beach. The area would be forever lost to concrete and steel.

PLEASE DO NOT ALLOW THE GRAND HOTEL TO CONTINUE TO EXPLOIT POINT CLEAR.

Sincerely,

George Oswalt

--

George Oswalt
(251) 377-6446
ggoswalt@gmail.com

--

George Oswalt
(251) 377-6446
ggoswalt@gmail.com

D Hart

From: Chip Cox <chipcox@me.com>
Sent: Tuesday, August 27, 2019 7:18 PM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> Case No. Z-19025 (RSA Rezoning)

Hi,
I own property at 15980 scenic hwy 98. I am writing in strong OPPOSITION to rezoning Case No. Z-19025.

The rules exist for a reason, and there is absolutely no justification in this case to violate the existing zoning. It's by no means a hardship nor any compelling reason at all.

Thank you so much for protecting our community.

Thank you so much,

Donald Cox 🍷

15 August, 2019

Mr. Vince Jackson

Planning and Zoning Director

Baldwin County Planning Commission

22251 Palmer Street

Robertsdale, Al. 36532

17401 Scenic 98

Fairhope, Al. 36532

Re: Case Z-19025

Dear Mr. Jackson,

This letter is to state my opposition to the Retirement Systems of Alabama's intention to ask for permission to build condos along Scenic Highway 98 at Point Clear. The traffic and human activity would forever change the character of Point Clear, and not for the better. I enjoy Point Clear and Fairhope AS THEY ARE, and cannot envision any economic justification for the proposed development in light of the damage it would do to existing property owners.

Sincerely,

A handwritten signature in dark ink, appearing to read "Zachary Robinson", with a stylized flourish at the end.

Zachary Robinson

ztr

D Hart

From: Becky Stack <beckystack@msn.com>
Sent: Thursday, August 29, 2019 2:40 PM
To: Vince Jackson
Cc: D Hart
Subject: <EXTERNAL> RSA Condos

I would like to express my opposition to the building of condos by the RSA next to the Grand Hotel. I know they are heavy handed in their approach to dealing with anyone who opposes them. As a homeowner in the Grand Manor Homeowners Association on Quail Run, we have dealt with them concerning the condos at the end of our street. They threatened to put an apartment complex at the end of the street if we did not work with them. While the condos are nice, they have definitely changed the whole environment of our street. The boat dock next to the Grand is a beautiful piece of what Point Clear is all about. Peaceful and calm. The condos will only add more traffic and people to our little village way of life. Please consider saying no to the RSA. The zoning laws were established for a reason. And the RSA should have been aware of the zoning and what it represents. My hope is the city council will follow the requests of the citizens of Fairhope and not bow down to the demands of the RSA.

Michael Stack
18085 7a Quail Run
Point Clear

Sent from my iPad

D Hart

From: Merrill Miller <mmillerinteriors@gmail.com>
Sent: Monday, September 2, 2019 5:59 PM
To: Vince Jackson; D Hart
Subject: <EXTERNAL> RSA Condominium Project at the Grand Hotel

#Z-19025

I too would like to express my opposition for the above case.

The RSA developments have been huge and I am sure profitable to RSA but there is a limit to how far you can go. Many times a developer gets caught up with the "frenzie" of doing so well and wanting more until there is no more and hits a financial block. Along with this you have destroyed the ambience of Point Clear/Fairhope and no turning back. It is gone! There is a reason people from all over the country (all ages) have kept coming here for so many years! Truly, I hope with all my heart that RSA can move on. Enough is enough!

Sincerely,

Merrill Miller

D Hart

From: Bart Briggs @ Safety Plus Inc <bart@safetyplusinc.net>
Sent: Wednesday, September 18, 2019 3:49 PM
To: Vince Jackson
Cc: D Hart; 'IICE Gina Briggs'; Matthew Mosteller
Subject: <EXTERNAL> Request to deny approval of the RSA Resort to High Density rezoning application in Point Clear

To whom it may concern:

My wife, Gina & I have recently purchased a lot and are in the process of building in the historical area of Point Clear in the hopes of escaping the chaotic, traffic congested lifestyle of Mobile. Imagine our surprise to hear that RSA has plans to build high-density condos just three lots north of us on the northern edge of its bayfront property by concocting a scheme to that would allow changing existing zoning to a high-density zoning designation. It is unthinkable, inconsistent with area urban-planning best practices, and wholly contrary to the protection afforded under current zoning laws that a high-density development be allowed to alter current zoning laws, especially immediately adjacent to specifically designated low-density residential areas. Not to mention it would destroy the marina buffer zone that RSA claimed would protect residents in their last variances petitions to build the Hotel's spa building. If approved, this development, would set a dangerous precedent for future developers to begin altering the entire Baldwin County bayfront, with little regard for the impact on surrounding properties. Please vote to reject RSA's proposal, and disallow future efforts of this nature that changes existing zoning laws in traditionally residential areas of Baldwin County. As I am sure you appreciate, zoning laws are established to protect communities from this very type of overreaching development.

Respectfully submitted,

Bart & Gina Briggs

17985 Scenic Hwy 98
Fairhope, AL 36532

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2020-003

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-19025, Retirement Systems of Alabama Property**, SUCH DETERMINATION AS AUTHORIZED PURSUANT TO ACT NO. 91-719, AS AMENDED.

WHEREAS, Tim Lawley, on behalf of the Retirement Systems of Alabama, has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 26, for property identified herein and described as follows:

LEGAL DESCRIPTION:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 28 OF THE NORTH POINT CLEAR SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED ON SLIDE 77-A IN THE OFFICE OF THE JUDGE OF PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, SAID POINT BEING ON THE WEST RIGHT-OF-WAY OF U.S. SCENIC HIGHWAY 98; THENCE RUN SOUTH 20°29'11" WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 115.50 FEET TO A 3/4" CRIMP TOP IRON PIPE FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 20°29'11" WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 150.23 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 63°18'22" WEST A DISTANCE OF 14.38 FEET TO A POINT ON THE SEAWARD SIDE OF A CONCRETE BULKHEAD; THENCE RUN NORTH 63°18'22" WEST ALONG SAID BULKHEAD A DISTANCE OF 25.26 FEET TO A POINT; THENCE RUN NORTH 20°23'49" EAST ALONG SAID BULKHEAD A DISTANCE OF 57.54 FEET TO A POINT; THENCE RUN NORTH 59°42'12" WEST ALONG SAID BULKHEAD A DISTANCE OF 86.67 FEET TO A POINT; THENCE RUN NORTH 59°41'07" WEST ALONG SAID BULKHEAD A DISTANCE OF 79.68 FEET TO A POINT; THENCE RUN NORTH 65°04'55" WEST ALONG SAID BULKHEAD A DISTANCE OF 24.21 FEET TO A POINT; THENCE RUN NORTH 65°57'07" WEST ALONG SAID BULKHEAD A DISTANCE OF 59.02 FEET TO A POINT; THENCE RUN NORTH 66°04'27" WEST ALONG SAID BULKHEAD A DISTANCE OF 54.40 FEET TO A POINT; THENCE RUN SOUTH 23°32'39" WEST ALONG SAID BULKHEAD A DISTANCE OF 62.74 FEET TO A POINT; THENCE RUN NORTH 66°00'50" WEST ALONG SAID BULKHEAD A DISTANCE OF 143.92 FEET TO A POINT; THENCE RUN NORTH 75°20'30" WEST ALONG SAID BULKHEAD A DISTANCE OF 139.09 FEET TO A POINT; THENCE RUN NORTH 86°49'21" WEST ALONG SAID BULKHEAD A DISTANCE OF 42.46 FEET TO A POINT; THENCE RUN SOUTH 85°54'19" WEST ALONG SAID BULKHEAD A DISTANCE OF 52.19 FEET TO A POINT; THENCE RUN NORTH 03°08'03" WEST ALONG SAID BULKHEAD A DISTANCE OF 15.24 FEET TO A POINT; THENCE RUN NORTH 84°43'13" EAST ALONG SAID BULKHEAD A DISTANCE OF 79.26 FEET TO A POINT; THENCE RUN SOUTH 75°58'37" EAST ALONG SAID BULKHEAD A DISTANCE OF 87.49 FEET TO A POINT; THENCE RUN SOUTH 77°38'06" EAST ALONG SAID BULKHEAD A DISTANCE OF 38.10 FEET TO A POINT ON THE MEAN HIGH-WATER LINE, THE MEAN HIGH-WATER LINE RUNS ALONG THE 0.74' CONTOUR LINE (NAVD'88); THENCE RUN NORTH 48°57'10" EAST ALONG SAID MEAN HIGH-WATER A DISTANCE OF 11.12 FEET TO A POINT; THENCE RUN NORTH 38°26'34" EAST ALONG SAID MEAN HIGH-WATER A DISTANCE OF 93.30 FEET TO A POINT; THENCE RUN NORTH 58°51'21" EAST ALONG SAID MEAN HIGH-WATER A DISTANCE OF 5.43 FEET TO A POINT; THENCE RUN NORTH 06°57'08" EAST ALONG SAID MEAN HIGH-WATER A DISTANCE OF 19.01 FEET TO A POINT; THENCE LEAVING SAID MEAN HIGH-WATER SOUTH 65°51'49" EAST A DISTANCE OF 43.78 FEET TO A 1" OPEN TOP IRON PIPE; THENCE CONTINUE SOUTH 65°51'49" EAST A DISTANCE OF 448.43 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED PARCEL CONTAINING 1.27 ACRES, MORE OR LESS.

Said property consisting of approximately 1.27 acres.

Otherwise known as a part of tax parcel number **05-45-07-36-0-000-002.004** as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

WHEREAS, the petitioner has requested that the property herein identified be rezoned from TR, Tourist Resort District, to HDR, High Density Residential District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on September 5, 2019, and voted to recommend **DENIAL** to the Baldwin County Commission; and

WHEREAS, the Baldwin County Commission held a public hearing on October 15, 2019; and

WHEREAS, the requirements of Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, and further amended by Act No. 2010-719, regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 26 Official Map, have been met; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the petitioner's request to rezone the property (Case No. Z-19025, Retirement Systems of Alabama Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 26 from TR, Tourist Resort District, to HDR, High Density Residential District, which amends the Planning (Zoning) District Boundary Designations of the Planning (Zoning) District No. 26 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **15th** day of **October, 2019**.

Honorable Charles F. Gruber, Chairman

ATTEST:

Wayne A. Dyess, County Administrator



Baldwin County Commission

Agenda Action Form

File #: 19-2173, **Version:** 1

Item #: G2

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Linda Lee, Planner

Submitted by: Linda Lee, Planner

ITEM TITLE

Case No. Z-19037 - Wells Property Rezoning

STAFF RECOMMENDATION

Adopt Resolution #2020-004, which approves Case Z-19037, Wells Property, as it pertains to the rezoning of 1.01 acres, more or less, as located in Planning (Zoning) District 30, from RSF-1, Single Family District, to RSF-3, Single Family District

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The subject request involves one parcel which consist of approximately 1.01 acres. The current zoning is RSF-1, Single Family District, and the requested zoning is RSF-3, Single Family District, for the purpose of allowing the existing parcel to be divided into three (3) lots.

The Planning Commission considered this request at its September 5, 2019 meeting and voted to recommend APPROVAL to the County Commission.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding? N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

If the proof of publication affidavit is not attached, list the reason: Forthcoming from staff.

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Commission Administration and Planning and Zoning Department

Action required (list contact persons/addresses if documents are to be mailed or emailed): Send

Notice of Action to the Following:

Mr. Brian K. Wells

PO Box 1035

Orange Beach, Alabama 36561

Additional instructions/notes: Amend Zoning Map



Baldwin County Planning & Zoning Department

Baldwin County Commission Staff Report

Agenda Item
Case No. Z-19037
Wells Property

Rezone RSF-1, Single Family District to RSF-3, Single Family District
October 15, 2019

Subject Property Information

Planning District: 30
General Location: South side of County Road 12 S
Physical Address: 20828 County Road 12 S
Parcel Number: 05-61-05-16-0-001-008.000
Existing Zoning: RSF-1, Single Family District
Proposed Zoning: RSF-3, Single Family District
Existing Land Use: Residential
Proposed Land Use: Divide into three (3) lots
Acreage: 1.01± acres
Applicant: Brian K. Wells
PO Box 1035
Orange Beach, AL 36561
Owner: Brian K. Wells
Lead Staff: Linda Lee, Planner
Attachments: *Within Report*

	Adjacent Land Use	Adjacent Zoning
North	Agricultural	RA, Rural Agricultural District
South	Residential	RA, Rural Agricultural District
East	Residential	RSF-1, Single Family District
West	Church	RA, Rural Agricultural District

Summary

The subject property is currently zoned RSF-1, Single Family District, and occupied with a dwelling and an accessory structure. The property adjoins County Road 12 to the north. The adjoining properties are residential, agricultural, and a church. The requested zoning designation is RSF-3, Single Family District. According to the applicant, the purpose of this request is to allow for the existing parcels to be divided into three (3) lots.

The Baldwin County Planning Commission considered this request at its September 5, 2019 meeting and voted to recommend APPROVAL to the County Commission. Staff concurs with that recommendation.

**On rezoning applications, the County Commission will have the final decision.*

Section 4.2 RSF-1, Single Family District

4.2.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a low density residential environment consisting of single family homes on large lots.

4.2.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.2.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.2.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.10: Bed and Breakfast Establishments*).

4.2.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	30,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.35

Section 4.4 RSF-3, Single Family District

4.4.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a moderate density residential environment consisting of single family homes.

4.4.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.4.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.4.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.4.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	10,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	40-Feet
Maximum Ground Coverage Ratio	.35

Baldwin County Subdivision Department:

From: Mary Booth

Sent: Monday, August 12, 2019 3:05 PM

To: D Hart <DHart@baldwincountyal.gov>

Cc: Seth L. Peterson <SPETERSON@baldwincountyal.gov>; Tyler W. Mitchell <TMITCHELL@baldwincountyal.gov>; Laurie Rumbaugh <LRUMBAUGH@baldwincountyal.gov>

Subject: RE: ~~Z-19038~~ Z-19037

DJ,

Per Section 5.1.1, lots with less than 120' in width must have curb and gutter and front on a paved road. Per Section 5.5.7, for the lots not fronting on CR12, will need to front on and have continuous access from a paved road. The paved road will need to be paved to County design standards.

If you have any other questions, please let me know.

Thanks,

Mary Booth, Permit Subdivision Coordinator

Municipality:

From: Miriam Boutwell [mailto:mboutwell@cityoffoley.org]

Sent: Saturday, August 10, 2019 9:33 AM

To: D Hart <DHart@baldwincountyal.gov>

Cc: Chad Christian <cchristian@cityoffoley.org>

Subject: <EXTERNAL> Re: Z-19037

I don't see an issue with the rezoning. The City of Foley Future Land Use is Residential Medium Density so this seems to be compatible.

I know this will come later but when they come back to subdivide, how is the rear lot going to be accessed? An easement across one of the other parcels? It sounds like this wouldn't be a family split since the owner has a Gulf Breeze address? I'm not sure if an easement will work or if the rear lot would have to be a flag lot. I've copied our City Engineer in case he has comments.

Again - we realize this is just zoning at this point. We just want to make sure the future subdivision doesn't affect your minimum lot sizes for the zone.

Thanks,
Miriam

Miriam Boutwell, MPA, AICP, CFM
Community Development Director
Planner/Building Official

Baldwin County Highway Department:

On Aug 22, 2019, at 3:40 PM, Linda Lee <LLee@baldwincountyal.gov> wrote:

Good Evening,

Can one of you tell me if the County has any plans for road improvements on County Road 12 S between State Hwy 59 and James Road?

Thank you,

Linda Lee

Not aware of any at this time. The County's portion of this road was resurfaced about a year or so ago.

Thanks,
Frank

Staff Analysis and Findings

The following factors for reviewing zoning amendments are found in Section 19.6 of the *Baldwin County Zoning Ordinance*. These factors are to be considered when an application is being reviewed for rezoning.

1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently zoned RSF-1, Single Family District and occupied with a dwelling and an accessory structure. It consists of approximately 1.01 acres more or less. The requested designation is RSF-3, Single Family District. The purpose of this request is to allow for the property to be divided into three (3) lots. The adjacent properties are agricultural, residential and a church.

2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?

Planning District 30 was zoned in February 1995. Since that time land uses have gone from mostly rural agricultural to include several residential subdivisions. Meadow Run Estates was platted in 1996. Willow Lakes was platted in 2003 and 2005. Cottages on the Green Phase One was platted in 2005.

From 1995 Map

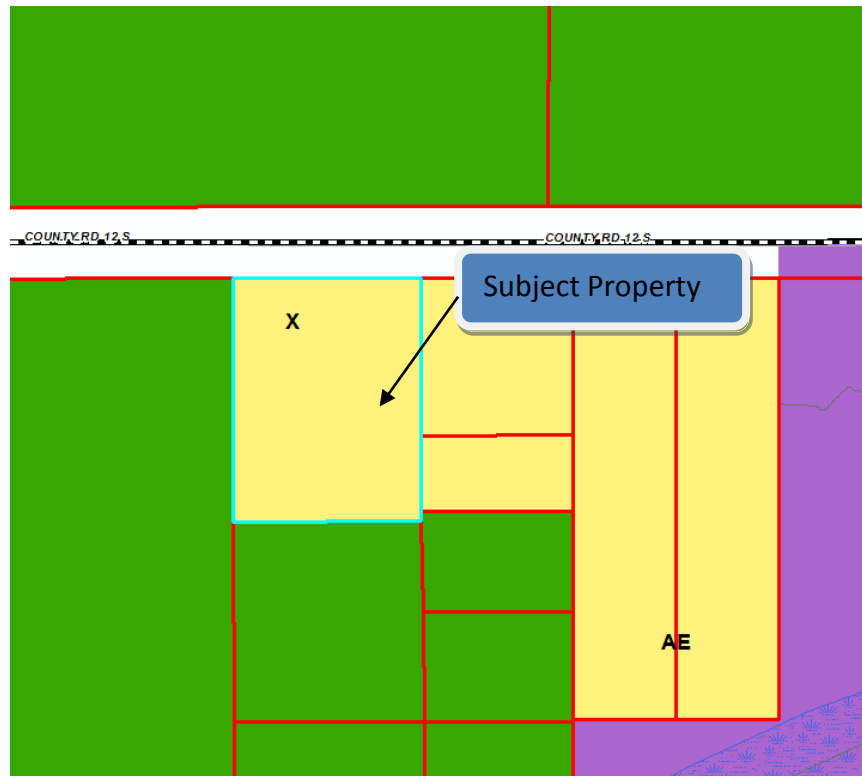


From 1999 Map



3.) Does the proposed zoning better conform to the Master Plan?

The Baldwin County Master Plan, 2013, provides a future land use designation of Residential for the subject property. This category is provided for residential dwelling units including single family dwellings, two family (duplex) dwellings, multiple family dwellings, manufactured homes, manufactured housing parks and Planned Residential Developments. Zoning designations may include RR, RA, CR, RSF-E, RSF-1, RSF-2, RSF-3, RSF-4, RSF-6, RTF-4, RTF-6, RMF-6, RMH and PRD.



4.) Will the proposed change conflict with existing or planned public improvements?

Staff is unaware of any planned public improvements. Per the Highway Department the County's portion of this road was resurfaced about a year or so ago.

5.) Will the proposed change adversely affect traffic patterns or congestion?

Per the Federal Highway Administration the functional classification of County Road 12 S is major collector. Collectors serve a critical role in the roadway network by gathering traffic from Local Roads and funneling them to the Arterial network. Two additional dwellings should not adversely affect traffic congestion.

6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.

As stated previously, the subject property is currently occupied with a dwelling and an accessory structure. The adjacent properties are zoned residential single family. The proposed zoning designation is residential single family.

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

Although there aren't any properties zoned RSF-3 in the county portion of this vicinity, the subdivisions to the west and northeast contain lots that are smaller than the minimum lot size of 10,000 square feet for the RSF-3 zoning designation. West of this property is property zoned RMF-6 which has a minimum lot size of 6,500 square feet. The proposed lots are similar in size to three lots east of this parcel.

8.) Is the timing of the request appropriate given the development trends in the area?

This area of Planning District 30 is mostly zoned RA, Rural Agricultural with a few properties zoned RSF-1 and RMF-6. This area is also surrounded by the city of Foley with several residential subdivisions providing smaller lot sizes. Timing is not a factor with this request.

9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

Staff is unaware of any environmental conditions or historic resources that would be adversely impacted by this request.

10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?

The applicant is proposing to divide the parcel into three lots and build dwellings on the two new lots. Staff does not anticipate any adverse impacts from two additional dwellings.

11.) Other matters which may be appropriate.

Staff Comments and Recommendation

As stated previously, the subject property is currently zoned RSF-1, Single Family District, and occupied with a dwelling and an accessory structure. The property adjoins County Road 12 to the north. The adjoining properties are residential, agricultural, and a church. The requested zoning designation is RSF-3, Single Family District. According to the applicant, the purpose of this request is to allow for the existing parcels to be divided into three (3) lots.

The Baldwin County Planning Commission considered this request at its September 5, 2019 meeting and voted to recommend APPROVAL to the County Commission. Staff concurs with that recommendation.

**On rezoning applications, the County Commission will have the final decision.*

Property Images

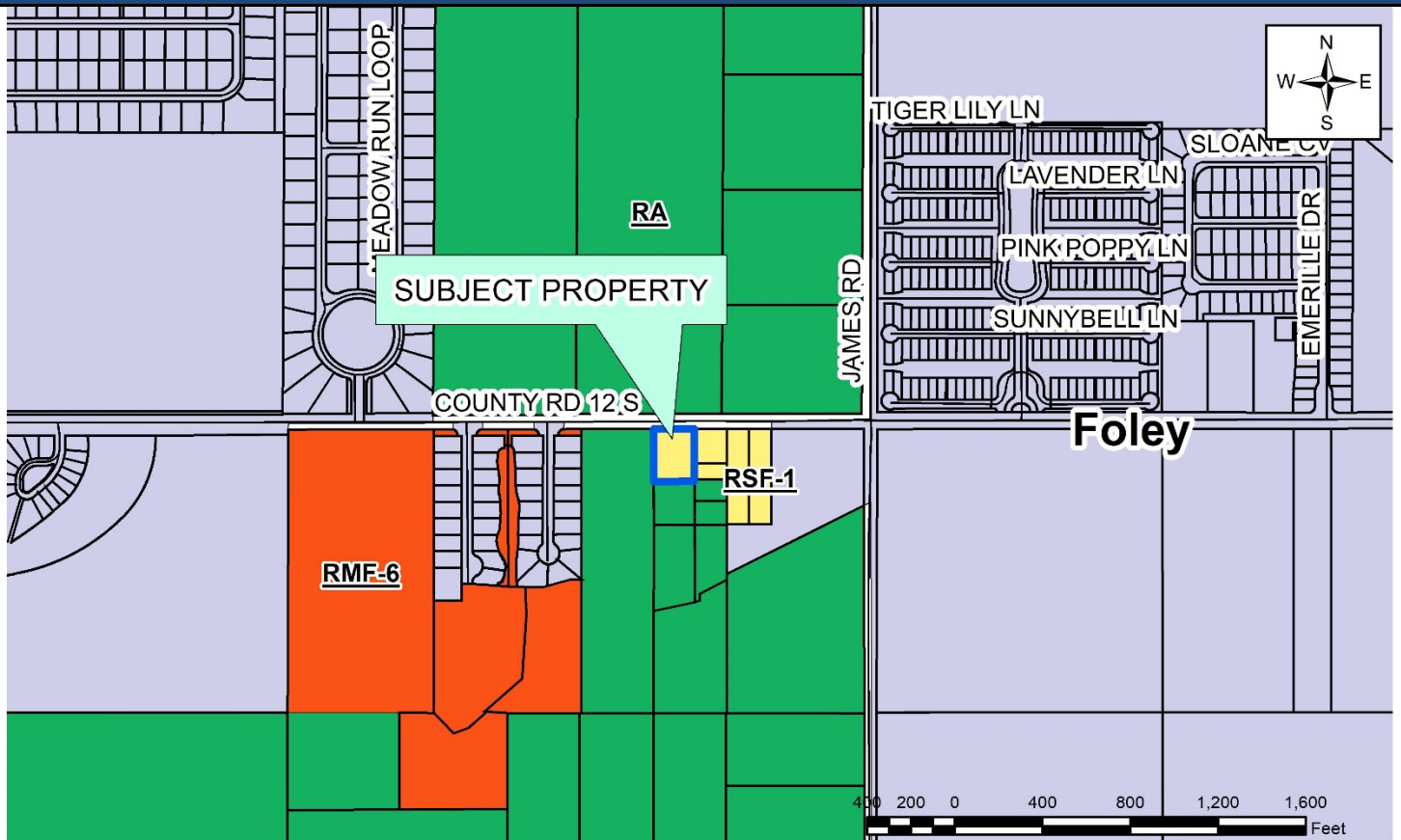




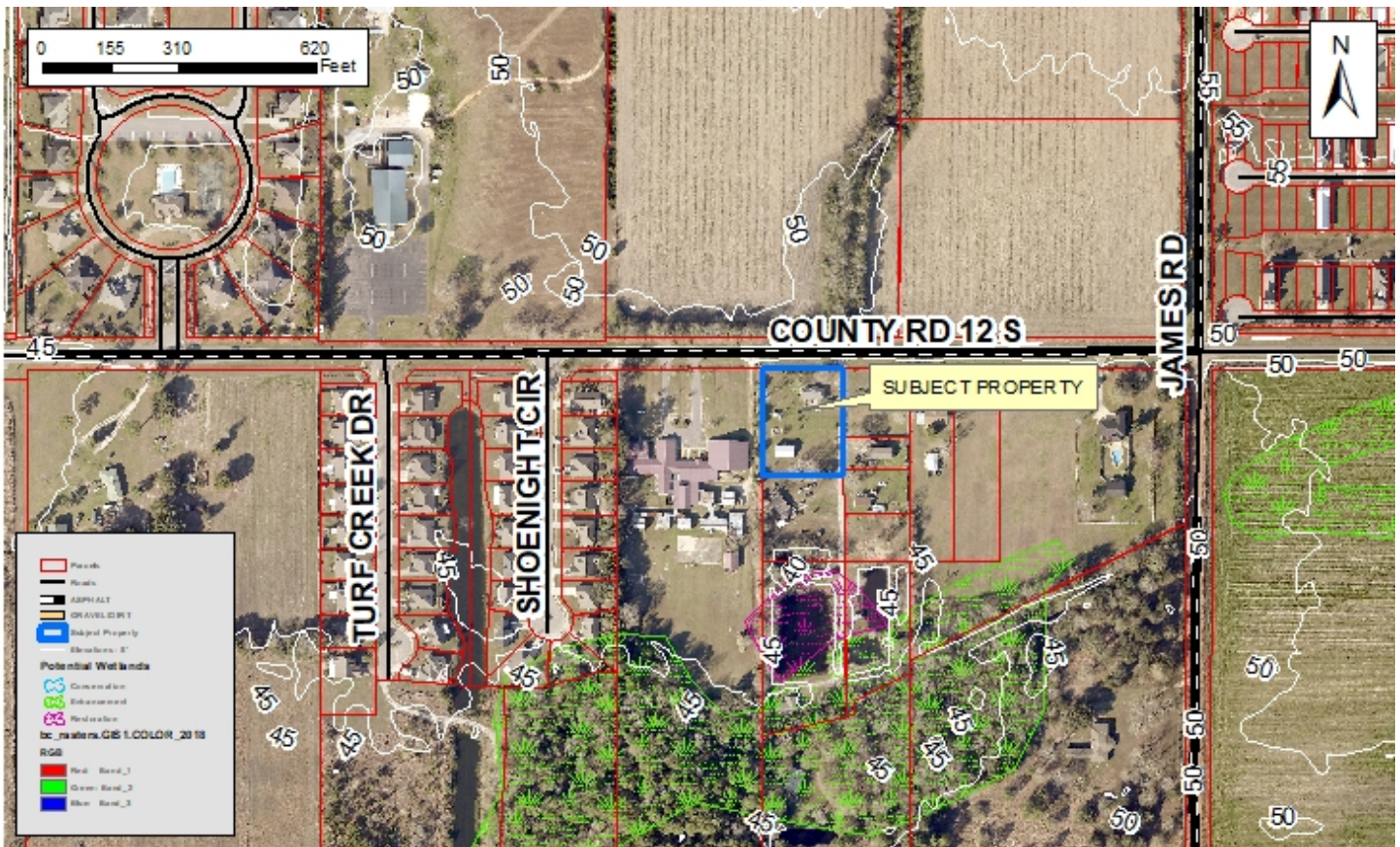
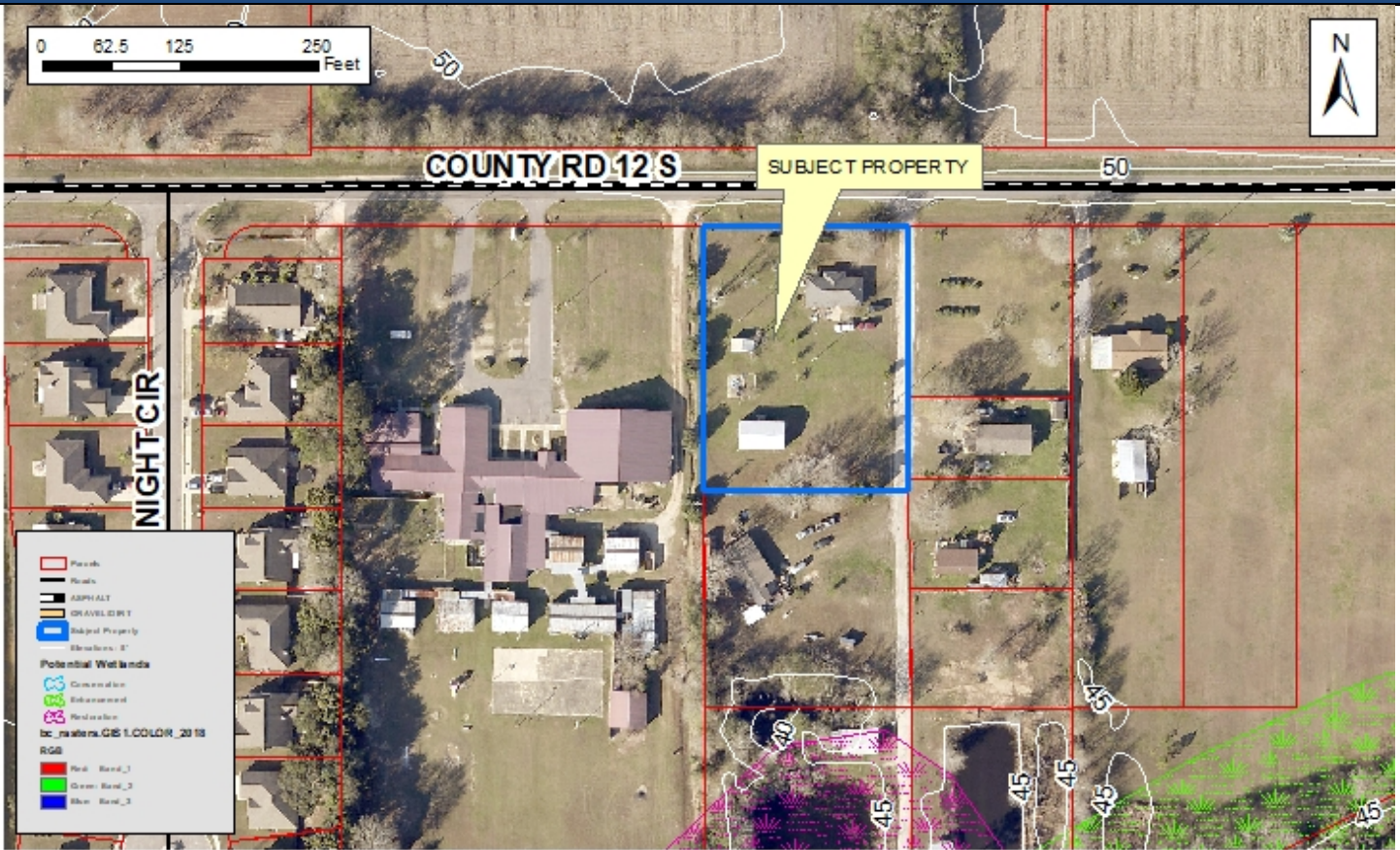




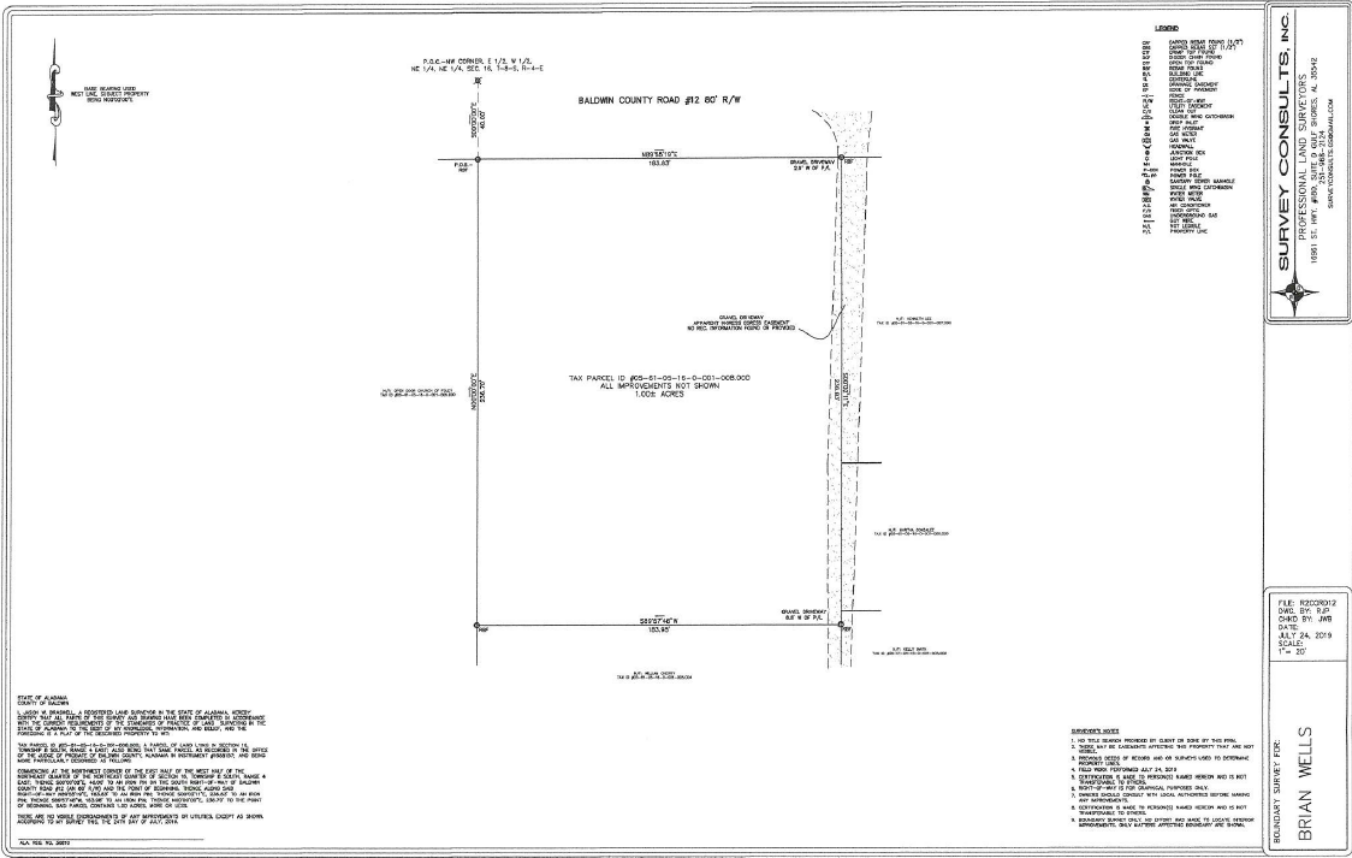
Locator Map



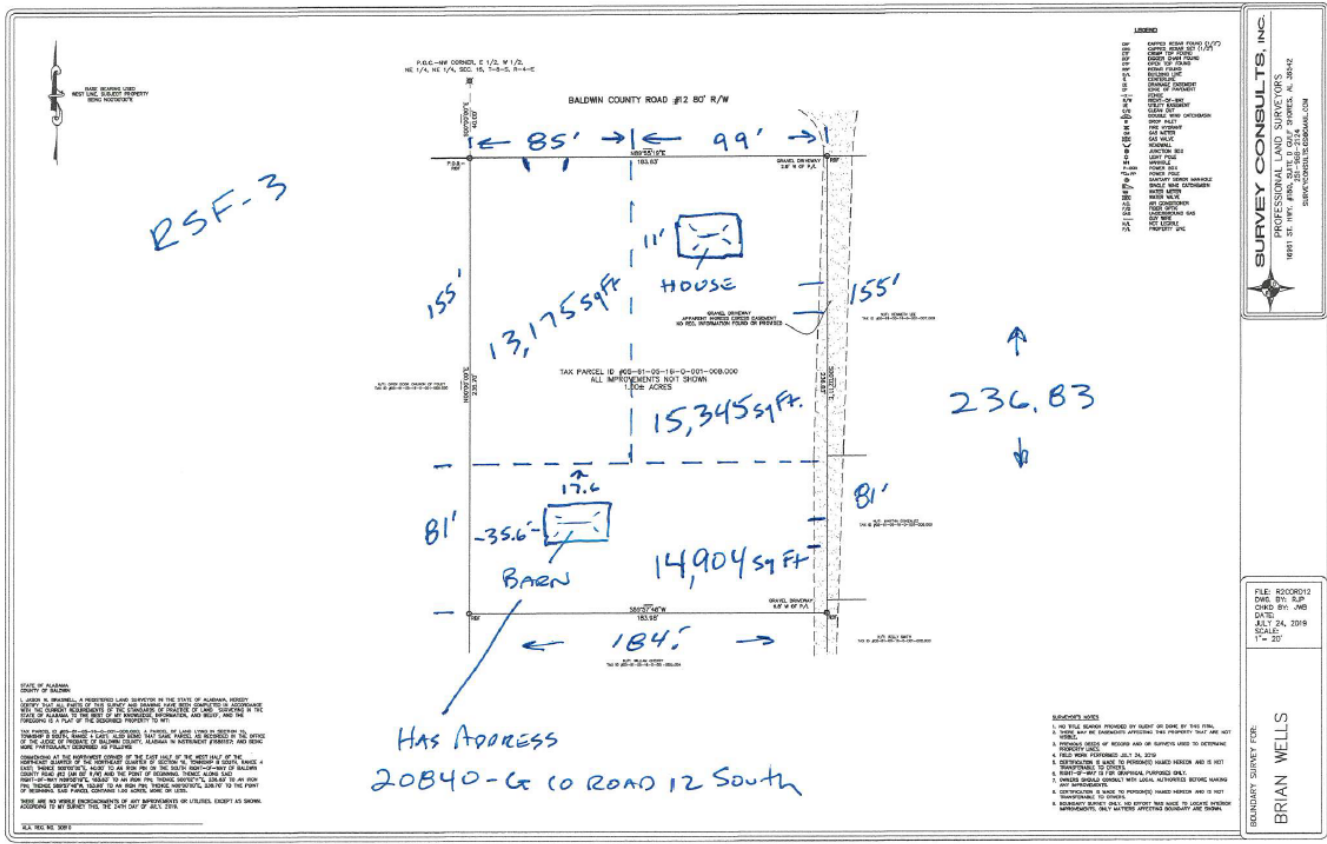
Site Map



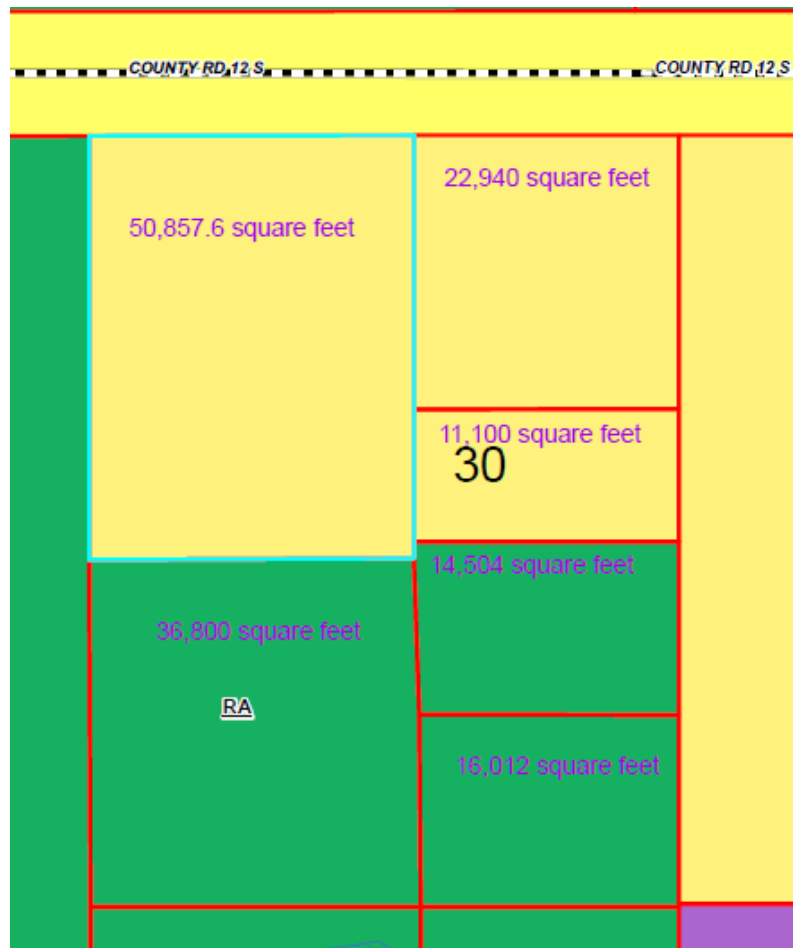
Survey Submitted by Applicant



Proposed Division of Property



Approximate Size of Adjacent Lots



STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2020-004

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-19037, Wells Property** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

WHEREAS, Brian K. Wells has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 30, for property identified herein and described as follows:

THE WEST 184 FEET OF THE NORTH 276.74 FEET OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 8 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA

Otherwise known as tax parcel numbers, **05-61-05-16-0-001-008.000**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

WHEREAS, the petitioner has requested that the property herein identified be rezoned from RSF-1, Single Family District, to RSF-3, Single Family District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on September 5, 2019, and voted to recommend approval of the rezoning request; and

WHEREAS, the Baldwin County Commission held a public hearing on October 15, 2019; and

WHEREAS, the requirements of SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975), regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 30 Official Map, have been met; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the petitioner's request to rezone the property (Case No. Z-19037, Wells Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 30 from RSF-1, Single Family District, to RSF-3, Single Family District which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 30 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the 15th day of October 2019.

Honorable Charles Gruber, Chairman

ATTEST

Wayne Dyess, County Administrator

1 SAM DAVIS: Thanks to all of y'all for agreeing
2 to serve.

3
4 **8 - CONSIDERATION OF APPLICATIONS AND REQUESTS:**

5 **RE-ZONING CASES**

6 PLANNING AND ZONING COMMISSION CHAIRMAN

7 SAM DAVIS: Okay. Since we're still waiting on
8 some, we're going to take some cases that have no
9 opposition, try to knock them on out.

10
11 **8-C - CASE Z-19037, WELLS PROPERTY**

12 PLANNING AND ZONING COMMISSION CHAIRMAN

13 SAM DAVIS: First one is Wells Property. It's
14 Case Number Z-19037.

15 ATTORNEY DAVID CONNER: Mr. Chairman, I
16 have a conflict of interest on this item. So
17 Brad Hicks, conflicts counsel from Stone Granade
18 & Crosby is going to handle this matter.

19 PLANNING AND ZONING COMMISSION CHAIRMAN

20 SAM DAVIS: All right. Linda, do we have a staff
21 report?

22 MS. LINDA LEE: Yes, sir. Good evening.
23 Case Z-19037, Wells Property. The subject
24 property is currently zoned RSF-1, Single-Family
25 District, and occupied with a dwelling and an
26 accessory structure.

27 The property adjoins County Road 12 to the
28 north. The adjoining properties are residential,

1 agricultural, and a church.

2 The requested zoning designation is RSF-3,
3 Single-Family District. According to the
4 applicant, the purpose of this request is to
5 allow for the existing parcel to be divided into
6 three (3) lots.

7 The property is located at -- I'm sorry, on
8 the south side of County Road 12, west of James
9 Road in Planning District 30.

10 The subject property consists of
11 approximately one-point-zero-one (1.01) acres.
12 On your screen is the locator map. And this is
13 this the aerial photography. This is a survey of
14 the property submitted by the applicant.

15 Planning District 30 was zoned in February of
16 1995. Since that time, land uses have gone from
17 mostly rural agricultural to include several
18 residential subdivisions.

19 Meadow Run Estates was platted in 1996,
20 Willow Lakes was platted in 2003 and 2005.
21 Cottages on the Green, Phase 1, was platted in
22 2005.

23 The proposed lots range in size from thirteen
24 thousand, one hundred seventy-five (13,175)
25 square feet to fifteen thousand, three hundred
26 forty-five (15,345) square feet, which is
27 somewhat similar to three lots to the southeast
28 of this property. The proposed lots would meet

1 the minimum lot area and minimal lot width of the
2 RSF-3 zoning designation.

3 The property is in the City of Foley's
4 planning jurisdiction. And the proposed
5 subdivision would have to meet County and City
6 requirements. The City of Foley Planning
7 Commission will hold public hearings for the
8 proposed subdivision.

9 The Master Plan provides a future land use
10 designation of residential. The proposed zoning
11 designation conforms to the Master Plan.

12 Unless information to the contrary is
13 revealed at this public hearing, staff feels this
14 re-zoning application should be recommended for
15 approval.

16 These are pictures of the subject property
17 and the surrounding properties. And I'll answer
18 any questions that you may have for staff.

19 AN AUDIENCE MEMBER: Sir, are you
20 talking about -- the one that you're talking
21 about, if you could, I'd appreciate it if you
22 know exactly what you're saying. We'd like to
23 know.

24 PLANNING AND ZONING COMMISSION CHAIRMAN
25 SAM DAVIS: I didn't make out anything you said,
26 but we'll give you an opportunity to talk if
27 you're talking about the Wells case.

28 Are there any questions for staff?

1 COMMISSION MEMBER NANCY MACKEY: I do
2 have one question.

3 MS. LINDA LEE: Yes, ma'am.

4 COMMISSION MEMBER NANCY MACKEY: How are
5 they going to access that rear lot?

6 MS. LINDA LEE: They are proposing to
7 access it through -- This currently is a private
8 driveway. They are going to have to meet
9 subdivision requirements and come up to the
10 standards for a road.

11 At this point right now, he's asking for the
12 zoning designation he needs. He does have some
13 issues that he will have to overcome as far as
14 subdivisions go, before it can be approved for a
15 subdivision.

16 PLANNING AND ZONING COMMISSION CHAIRMAN
17 SAM DAVIS: Any other questions for Linda?

18 COMMISSION MEMBER BONNIE LOWRY: Is
19 there any agreement from with the neighbor where
20 he's going to access the back lot?

21 MS. LINDA LEE: You would need to ask
22 the applicant. I don't know.

23 MR. BRIAN WELLS: It's my property.

24 PLANNING AND ZONING COMMISSION CHAIRMAN
25 SAM DAVIS: Hold on. Hold on.

26 MS. LINDA LEE: The Chairman --

27 PLANNING AND ZONING COMMISSION CHAIRMAN
28 SAM DAVIS: Hold on.

1 MR. BRIAN WELLS: That --

2 PLANNING AND ZONING COMMISSION CHAIRMAN

3 SAM DAVIS: Sir.

4 MS. LINDA LEE: Chairman will call you
5 up when it's your turn.

6 PLANNING AND ZONING COMMISSION CHAIRMAN

7 SAM DAVIS: I'll give you an opportunity to talk
8 in just a minute. It's one person at the time.
9 And everybody has to be at podium. Thank you.

10 Any other questions for Linda?

11 (No response.)

12 PLANNING AND ZONING COMMISSION CHAIRMAN

13 SAM DAVIS: All right. Thank you. We'll open
14 the public hearing at this time. And you're
15 Mr. Wells?

16 MR. BRIAN WELLS: Yeah.

17 PLANNING AND ZONING COMMISSION CHAIRMAN

18 SAM DAVIS: Okay. You want to come up to the
19 podium? You're the applicant.

20 MR. BRIAN WELLS: Podium?

21 PLANNING AND ZONING COMMISSION CHAIRMAN

22 SAM DAVIS: Yes, sir.

23 (Mr. Brian Wells approached the podium.)

24 MR. BRIAN WELLS: Yeah. The rear lot
25 doesn't make sense until -- at this point in
26 time, until that deeded right-of-way becomes a
27 road, the named road from the County.

28 There's seven (7) of residents that use that

1 road, up and down it. And the County has called
2 me when they bought the property. And they'd
3 like to have it named.

4 But I guess all the property owners have to
5 sign it to get it to be a named road. So,
6 really, right now, it will be subdivided into two
7 lots and put another house adjacent to the one
8 that's on County Road 12.

9 But that is a deeded right-of-way to the east
10 of the property that goes way south of my
11 property.

12 PLANNING AND ZONING COMMISSION CHAIRMAN

13 SAM DAVIS: Any other questions for Mr. Wells?

14 (No response.)

15 PLANNING AND ZONING COMMISSION CHAIRMAN

16 SAM DAVIS: Okay. Anything else you'd like for
17 the Commission to know?

18 MR. BRIAN WELLS: No. I just was -- I'd
19 say I could go to RSF-3. The lots are about
20 forty percent (40%) larger than what they're
21 actually needed to be. Just wanted to put one
22 more house on it for a rental property.

23 PLANNING AND ZONING COMMISSION CHAIRMAN

24 SAM DAVIS: All right. Thank you, sir.

25 The only one person signed up in opposition.
26 It's Mr. Ed Witherington. Are you here? Would
27 you like to come up?

28 (Mr. Ed Witherington approached the podium.)

1 MR. ED WITHERINGTON: Thank you. I'm
2 one of the property owners behind Mr. Wells'
3 property. I bought that property -- in fact, I
4 have several houses behind there.

5 I bought them about six, seven years ago
6 because of the density, because of the layout of
7 that property, and the number of houses.

8 There are several houses, including mine,
9 that are either on an acre, acre-and-a-half, four
10 acres, and as opposed to a lot of houses on one
11 small acre.

12 I do have an issue with the road itself. We
13 are constantly having to maintain that road. It
14 is not a county road. And to add additional
15 houses on top of that is definitely going to be a
16 burden for us.

17 Of course, the County could take that over.
18 But it's a real challenge for us, because there's
19 constant potholes and people up and down that
20 road.

21 So I specifically ask that y'all not pass
22 this, that we keep our a little neighborhood
23 that's quaint the way it is, as opposed to having
24 a bunch of house in the front of our property
25 that we're going to have to drive in and see
26 every time we come into your neighborhood.

27 PLANNING AND ZONING COMMISSION CHAIRMAN

28 SAM DAVIS: Just to be sure that you understand

1 the process, whatever decision that this Counsel
2 recommends tonight will be a recommendation only.
3 It won't be a formal approval or denial. And
4 that goes to County Commission for their approval
5 or denial.

6 MR. ED WITHERINGTON: Thank you, sir.

7 PLANNING AND ZONING COMMISSION CHAIRMAN

8 SAM DAVIS: Okay. Thank you. Any other
9 questions for this gentleman?

10 COMMISSION MEMBER NANCY MACKEY: I have
11 one. How wide is that easement? I can't read it
12 on this map.

13 MR. ED WITHERINGTON: I forget the exact
14 size. It's roughly twenty (20) feet. I know the
15 easement actually runs through my property on the
16 backside, but it's not like a big -- I hate to
17 state exactly what the size of it is.

18 But if you can imagine just a one-car gravel
19 Road, that is what it is. In fact, there are
20 parts you'd have a challenge having two cars on
21 that road, because there's little fences up and
22 so forth. And it is one road access, or one car
23 access.

24 COMMISSION MEMBER KEVIN MURPHY: If it
25 were paved, would that suffice for you, if it
26 were a paved road and deeded right-of-way and
27 everything?

28 MR. ED WITHERINGTON: If I personally

1 had a choice, I'd actually leave it gravel. I
2 like the capability of having -- There's -- as
3 you can see in the pictures, there is actually
4 multiple ponds back there.

5 It's a really pretty piece of property, and
6 then I think having a road -- we already have a
7 challenge with people coming back trying to fish
8 and so forth.

9 I think you'd increase that issue for the
10 rest of us, especially having the public access.
11 Today, we have private access.

12 So we can actually tell people, hey, you
13 can't come on this property. But having a paved
14 road by the County, I'd trade one issue for
15 another issue, sir.

16 PLANNING AND ZONING COMMISSION CHAIRMAN

17 SAM DAVIS: Any other questions for
18 Mr. Witherington?

19 (No response.)

20 PLANNING AND ZONING COMMISSION CHAIRMAN

21 SAM DAVIS: Okay, thank you.

22 MR. ED WITHERINGTON: Thank you, sir.
23 Thank you, ma'am.

24 PLANNING AND ZONING COMMISSION CHAIRMAN

25 SAM DAVIS: Mr. Wells, you got anything you'd
26 like to respond to?

27 MR. BRIAN WELLS: Even though the
28 property, as I've got it down, is three lots,

1 it'll probably just be two lots, because the barn
2 doesn't conform to zoning setbacks, unless the
3 property does face to the east.

4 So, basically, the house that I would propose
5 to actually build to the west of the existing
6 house would be serviced off of County Road 12.

7 There is already a driveway to the barn on
8 the easement road. Like I said, there's seven
9 houses back there.

10 I have put six loads of millings from County
11 Road 12 because of, just like he said, it was
12 chuck-holed and completely terrible. So I paid
13 for six loads, and spread it myself, of millings
14 down that road to just pass into my property.

15 And there's some real derelict pieces of
16 property at the end of that road. And there's
17 some landscape business or something that comes
18 up and down all the time.

19 But as far as what I'm trying to do, like I
20 said, it would end up being two lots. It'll be
21 L-shaped until such time that the County took
22 that road over and faced that south lot to the
23 east, and then it would make sense with the
24 setbacks where the barn is at.

25 So, basically, really, just going to put one
26 house fronting County Road 12, because that
27 property fronts County Road 12.

28 PLANNING AND ZONING COMMISSION CHAIRMAN

1 SAM DAVIS: Any other questions for Mr. Wells?

2 (No response.)

3 PLANNING AND ZONING COMMISSION CHAIRMAN

4 SAM DAVIS: Thank you, sir.

5 We'll close the public hearing at this point.

6 Y'all have heard both sides plus staff report.

7 Staff's recommending approval. This would be a

8 recommendation to the County Commission. Is

9 there a motion to do so?

10 COMMISSION MEMBER NANCY MACKEY: I make
11 a motion that the re-zoning be recommended to the
12 County Commission for approval.

13 PLANNING AND ZONING COMMISSION CHAIRMAN

14 SAM DAVIS: There is a motion to recommend
15 approval to the County Commission. Is there a
16 second?

17 COMMISSION MEMBER ROBERT DAVIS: I'll
18 second.

19 PLANNING AND ZONING COMMISSION CHAIRMAN

20 SAM DAVIS: There's a second. All in favor, say
21 aye.

22 (Commission Members say "aye" in unison.)

23 PLANNING AND ZONING COMMISSION CHAIRMAN

24 SAM DAVIS: Any opposed?

25 (No response.)

26 PLANNING AND ZONING COMMISSION CHAIRMAN

27 SAM DAVIS: Passes unanimously.

28

BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case # Z-19037

Wells Property

Rezone RSF-1 to RSF-3

9/5/2019

Motion: TO RECOMMEND APPROVAL

Made by: Nancy Mackey

Motion Seconded by: Kevin Murphy

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis	-	-
Kevin Murphy	X	
Bonnie Lowry	X	
Daniel Nance	X	
Brandon Bias	X	
Arthur Oken	X	
Nancy Mackey	X	
Robert Davis	X	
Plumer Tonsmeire	X	

**The Chairman only votes in the event of a tie*

MOTION CARRIES ON A VOTE OF 8-0



Baldwin County Commission

Agenda Action Form

File #: 19-2174, **Version:** 1

Item #: G3

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Linda Lee, Planner

Submitted by: Linda Lee, Planner

ITEM TITLE

Case No. Z-19038 - Bankester Family Property Rezoning

STAFF RECOMMENDATION

Adopt Resolution #2020-005, which approves Case Z-19038, Bankester Family Property, as it pertains to the rezoning of 2.72 acres, more or less, as located in Planning (Zoning) District 4, from RSF-E, Single Family Estate District to RR, Rural District.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The subject request involves one parcel which consist of approximately 2.72 acres. The current zoning is RSF-E, Single Family Estate District, and the requested zoning is RR, Rural District, for the purpose of establishing a retail store. If the rezoning request is approved the applicant will have to be granted a Special Exception from the Board of Adjustment for the proposed use.

The Planning Commission considered this request at its September 5, 2019 meeting and voted to recommend DENIAL to the County Commission. Staff's recommendation is to APPROVE the rezoning request.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding? N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

If the proof of publication affidavit is not attached, list the reason: Forthcoming from staff.

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Commission Administration and Planning and Zoning Department

Action required (list contact persons/addresses if documents are to be mailed or emailed): Send

Notice of Action to the Following:

The Broadway Group

PO Box 18968

Huntsville, Alabama 35804

Bankester Family

C/O Mary Louise Bankester

3812 Vogel Drive NW

Huntsville, Alabama 35810

Mr. Robert A. Wills

PO Box 547

Bay Minette, Alabama 36507

Additional instructions/notes: N/A



Baldwin County Planning & Zoning Department

Baldwin County Commission Staff Report

Agenda Item

Case No. Z-19038

Bankester Family Property

Rezone RSF-E, Single Family Estate District to RR, Rural District

October 15, 2019

Subject Property Information

Planning District: 4
General Location: Southwest Corner of State Highway 225 and River Road
Physical Address: 7560 River Road
Parcel Numbers: 05-29-10-32-0-000-004.000
Existing Zoning: RSF-E, Single Family Estate District
Proposed Zoning: RR, Rural District
Existing Land Use: Vacant
Proposed Land Use: Retail Store (Special Exception Approval Required)
Acreage: 2.72± acres
Applicant: The Broadway Group
PO Box 18968
Huntsville, AL 35804
Owner: Bankester Family
3812 Vogel Drive NW
Huntsville, AL 35810
Lead Staff: Linda Lee, Planner
Attachments: *Within Report*

	Adjacent Land Use	Adjacent Zoning
North	Forested Timberland	RA, Rural Agricultural District
South	Forested Timberland	RSF-E, Single Family Estate District
East	Forested Timberland	RSF-3, Single Family District
West	Forested Timberland	RSF-E, Single Family Estate District

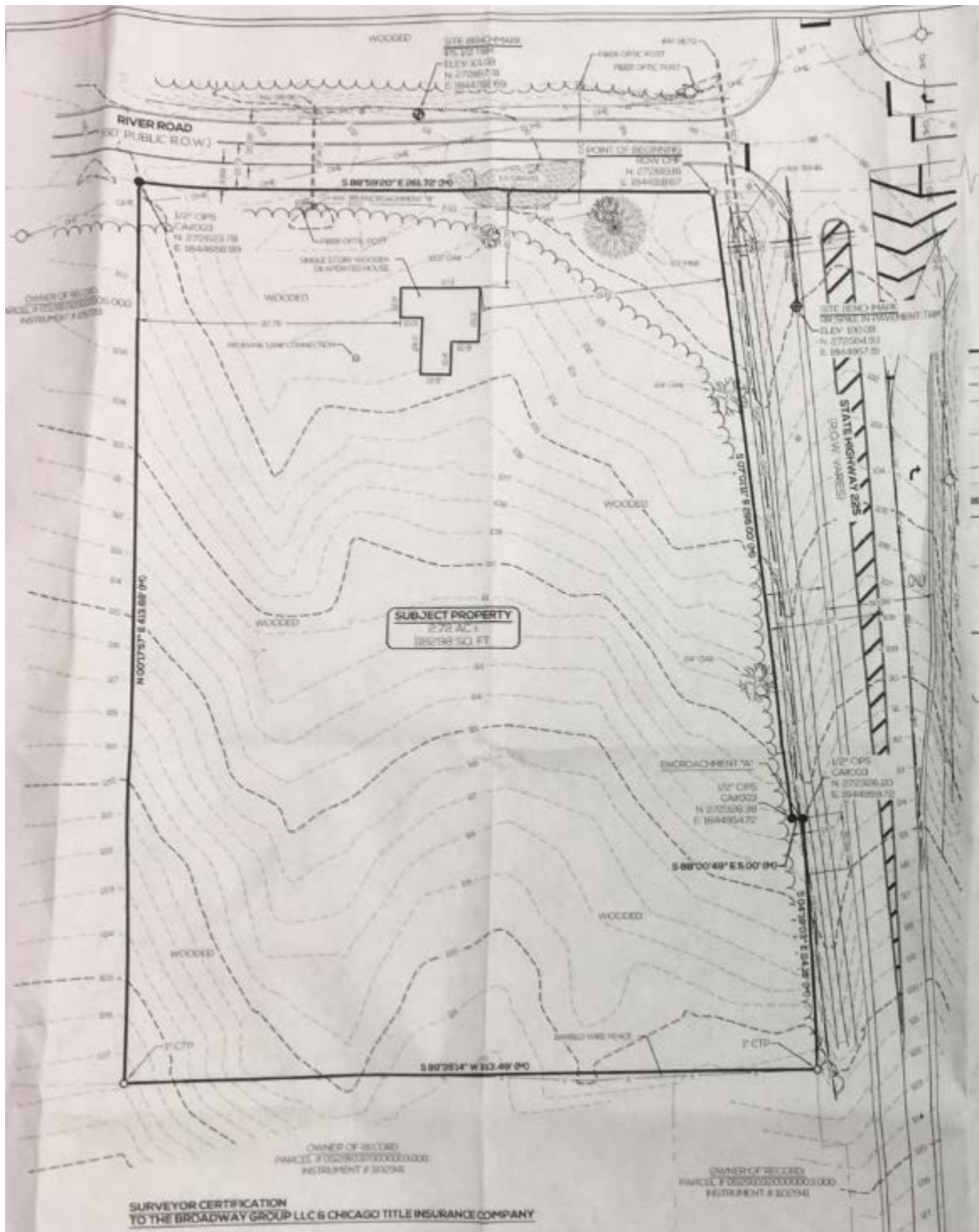
Summary

The subject property, which consists of approximately 2.72 acres, is currently zoned RSF-E, Single-Family Estate District. The designation of RR, Rural District, has been requested for the purpose of establishing a retail store. If the rezoning request is approved the applicant will have to be granted a Special Exception from the Board of Adjustment for the proposed use.

The Baldwin County Planning Commission considered this request at its September 5, 2019 meeting and voted to recommend DENIAL to the County Commission. Staff's recommendation is to APPROVE the rezoning request.

**On rezoning applications, the County Commission will have the final decision.*

Survey of Subject Property



Section 4.1 RSF-E, Residential Single Family Estate District

4.1.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a very low density residential environment consisting of single family homes on estate size lots.

4.1.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) Agricultural uses.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.1.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.1.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.1.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	80,000 Square Feet
Minimum Lot Width at Building Line	165-Feet
Minimum Lot Width at Street Line	165-Feet
Maximum Ground Coverage Ratio	.35

4.1.6 *Area and dimensional modifications.* Within the RSF-E district, area and dimensional requirements may be reduced, as set forth below, where property is divided among the following legally related family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Building Line	120-Feet
Minimum Lot Width at Street Line	120-Feet

Proposed Zoning Requirements

Section 3.1 RR, Rural District

3.1.1 *Generally.* This zoning district is provided to accommodate the rural areas of Baldwin County. Rural District ordinances are designed to protect the rural character of the area.

3.1.2 *Permitted uses.* Except as provided by Section 2.3: *Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) Marine recreation uses.
- (d) Outdoor recreation uses.
- (e) The following general commercial uses: animal clinic and/or kennels; farm implement sales; farmer's market/truck crops; nursery; landscape sales.
- (f) Local commercial uses.
- (g) Professional service and office uses.
- (h) The following institutional uses: church or similar religious facility; child care center; child care institution; day care home; fire station; library; post office; school (public or private).
- (i) Agricultural uses.
- (j) Single family dwellings including manufactured housing and mobile homes.
- (k) Accessory structures and uses.

3.1.3 *Special exceptions.* Except as provided by Section 2.3: *Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as special exceptions:

- (a) Light industrial uses.
- (b) General commercial uses not permitted by right, except race track.
- (c) Institutional uses not permitted by right, except correctional, detention, or penal institution and sanitarium.
- (d) Boarding house, rooming house, lodging house, or dormitory.
- (e) Fraternity or sorority house.

3.1.4 *Conditional use.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

Transportation, communication, and utility uses not permitted by right.

3.1.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
Minimum Front Yard	30-feet
Minimum Rear Yard	30-feet
Minimum Side Yards	10-feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Building Line	120-feet
Minimum Lot Width at Street Line	120-feet

3.1.6 *Area and dimensional modifications.* Within the RR district, area and dimensional requirements may be reduced, as set forth below, where property is divided among the following legally related family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	20,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	80-Feet

Article 17 Landscaping and Buffers

Section 17.1 Landscaping Plan

A landscaping plan is required for all major projects. Such plan shall be submitted in conjunction with an application for a land use certificate as herein provided. The plan shall clearly show what existing trees, shrubbery, and other vegetation will be retained, and what trees, shrubbery, and other vegetation will be added to complete the landscaping of the property. The developers shall attempt to retain as many trees as possible on the property unless the trees are a safety hazard to pedestrians, property, or vehicular traffic, or that their removal is necessary to construct the proposed improvements. In such case, the landscape plan shall indicate replacement trees at least 6 feet tall and one inch in diameter for each indigenous tree of at least three (3) inches in diameter removed, unless the property already has a tree density which does not allow adequate space or light for additional trees. The landscape plan shall show the locations of the proper number of replacement trees. Replacement trees and other vegetation to be installed shall be native species or noninvasive exotics which are not likely to out-compete native vegetation and do not require excessive pesticides, fertilizer, or water to maintain growth.

(a) A major project which abuts a freeway/expressway, arterial or collector shall maintain a minimum of ten (10) feet of the required setback as a buffer along the entire width of the property which abuts said freeway/expressway, arterial or collector except where curb cuts provide ingress and egress. Said buffer shall be planted with trees, shrubs and grass or other ground cover so that an attractive appearance is presented as detailed in the required landscape plan.

- (b) A minimum of five (5) feet side and rear landscaping may be required in the landscape plan depending on the topography and arrangement of parking facilities. If required, such areas shall be planted with a combination of trees, shrubs and grass or other ground cover adequate to break the expanse of contiguous parking areas and to present an attractive appearance as determined by the Zoning Administrator. Adjacent property owners may jointly agree on the establishment of a common landscaped area between their properties that meets the requirement of this Section; provided that such agreement and the planting and maintenance of the common area shall be binding upon both parties and their successors, interests and assigns.

17.2.2 Buffer Requirements. Landscaped buffers shall be located at the perimeter of the building site for any given use, and shall not be located in any portion of a public right-of-way. The required buffer widths are listed below. Additional information may be found at Appendix B:

(a) Multiple Family uses (RMF-6) when adjacent to a Rural District (RR, RA and CR), Residential Single Family Estate District (RSF-E) or Single Family District (RSF-1, RSF-2, RSF-3, RSF-4 and RSF-6) shall require a minimum buffer of **25-feet**.

(b) Multiple Family uses (RMF-6) when adjacent to a Two Family District (RTF-4 and RTF-6) or Professional Business District (B-1) shall require a minimum buffer of **10-feet**.

(c) Institutional uses, Professional Business uses (B-1), Neighborhood Business uses (B-2), General Business uses (B-3), Major Commercial uses (B-4) and Marine Recreation (MR) uses when adjacent to a Rural District (RR, RA and CR), Residential Single Family Estate District (RSF-E) or Single Family District (RSF-1, RSF-2, RSF-3, RSF-4 and RSF-6) shall require a minimum buffer of **25-feet**.

Agency Comments

Baldwin County Subdivision Department:

From: Mary Booth

Sent: Monday, August 12, 2019 3:10 PM

To: D Hart <DHart@baldwincountyal.gov>

Subject: RE: Z-19038

DJ,

Need to make sure the Highway Construction Setback is met. For Hwy 225 HCS will be 100' from centerline of right-of-way.

Thanks,

Mary Booth, Permit Subdivision Coordinator

From: Seth L. Peterson

Sent: Friday, August 9, 2019 3:21 PM

To: D Hart <DHart@baldwincountyal.gov>; Mary Booth <MBOOTH@baldwincountyal.gov>

Cc: Tyler W. Mitchell <TMITCHELL@baldwincountyal.gov>; Laurie Rumbaugh <LRUMBAUGH@baldwincountyal.gov>

Subject: RE: Z-19038

DJ,

Before the site is developed a commercial turnout permit is required for accessing River Road. Also, ALDOT will need to provide approval due to traffic impacts on Hwy 225.

Thanks,

Seth

From: [Seth L. Peterson](#)

To: [Paige Hill](#)

Subject: RE: <EXTERNAL> New Development - Bay Minette, AL

Date: Wednesday, July 17, 2019 4:35:00 PM

Paige,

We have been discussing this site with ALDOT as well as internally. It is my understanding that ALDOT is going to require some improvements along Hwy 225. For River Road, we will require the full width to be resurfaced from Hwy 225 west past the end of the proposed widening for the new entrance to the site. Also, I believe we already discussed this but there is a 100 foot Highway Construction Setback from the center of the ROW along State Hwy 225.

Thanks,

Seth

Baldwin County Highway Department:

From: Frank Lundy

Sent: Monday, August 12, 2019 1:36 PM

To: D Hart <DHart@baldwincountyal.gov>

Subject: FW: Z-19038

DJ,

ALDOT would need to review and approve for items relating to AL Hwy 225. Also, a commercial turn out permit will be required for access to River Road.

Thanks,

Frank

ADEM: No comments received.

ALDOT:

Linda,

Please see below. Let us know if you need anything else. Seth is aware of the DG improvements.

- DG at Bromley – A NB left will be created in the existing hashed area, mill and fill and restriped into the NB left. The SB radius onto River Rd is being increased to @65' radius, and the River Rd connection is being improved to current.
- The two Parnell developments are being permitted separately. No turn lane for either.

MICHAEL SMITH
AREA PERMIT MNGR.

Staff Analysis and Findings

The following factors for reviewing zoning amendments are found in Section 19.6 of the *Baldwin County Zoning Ordinance*. These factors are to be considered when an application is being reviewed for rezoning.

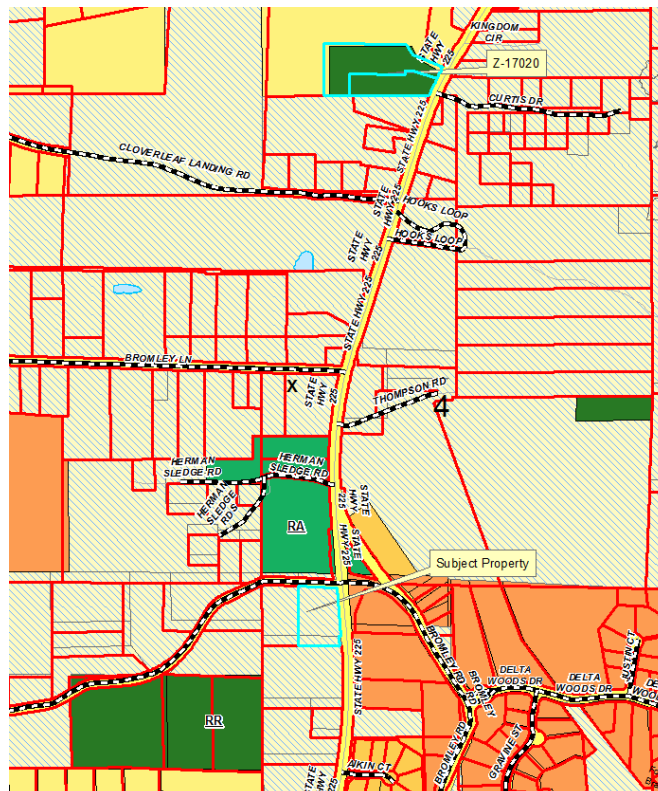
1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently vacant. The property adjoins State Highway 225 to the east and River Road to the south. The adjoining properties are residential and forested timberland. The property to the north is zoned RA which is a rural zoning designation. There are three properties to the south west that are zoned RR, Rural District.

2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?

The Zoning for Planning District 4 was approved by the County Commission on February 21, 1995. Since that time there has been new and expanded subdivisions in the area. In 2017 property less than a mile to the north was rezoned from RSF-1 to RR (Z-17020). In this area most of the zoning is residential.

The RR, Rural District was originally created for Planning District 4 to accommodate the rural areas of Baldwin County. General Commercial uses are allowed under this zoning designation with Special Exception Approval from the Board of Adjustment.



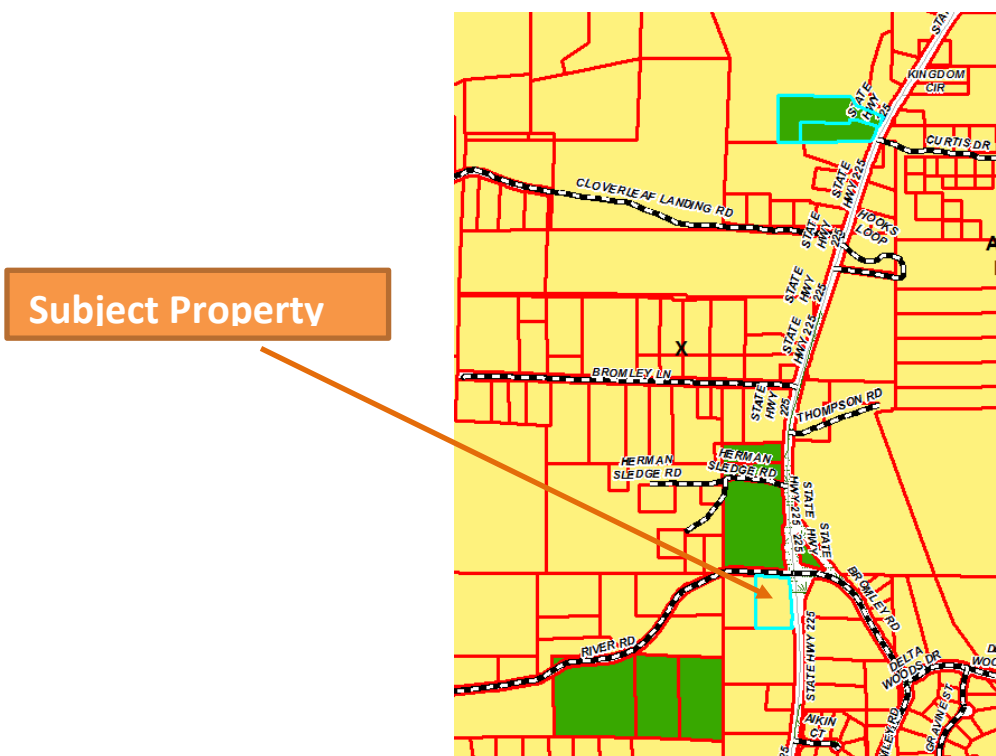
3.) Does the proposed zoning better conform to the Master Plan?

The Baldwin County Master Plan, 2013, provides future land use designations for properties located within the zoned areas of the County. These categories represent the recommendations for the physical development of the unincorporated areas of the County. They are intended for planning purposes only and do not represent the adoption of zoning designations for areas which have not voted their desire to come under the zoning authority of the Baldwin County Commission. Although not legally binding, the future land use designations are evaluated in conjunction with criteria found in the Baldwin County Zoning Ordinance (Zoning Ordinance), the Baldwin County Subdivision Regulations, the Baldwin County Flood Damage Prevention Ordinance and any other ordinances and regulations which the County Commission may adopt.

A future land use designation of Residential has been provided for the subject property. This category is provided for residential dwelling units including single family dwellings, two family (duplex) dwellings, multiple family dwellings, manufactured homes, manufactured housing parks and Planned Residential Developments. Institutional uses, recreational uses and limited neighborhood commercial uses may be included subject to the provisions of the Zoning Ordinance. To the greatest extent possible, residential areas should be accessible to major thoroughfares connecting with work areas, shopping areas and recreational areas. Zoning designations may include RR, RA, CR, RSF-E, RSF-1, RSF-2, RSF-3, RSF-4, RSF-6, RTF-4, RTF-6, RMF-6, RMH and PRD.

Approval of the rezoning will result in an amendment of the Future Land Use Map to agricultural. Agriculture, forestry and similar activities are included with this future land use category. Single family dwellings, institutional uses, recreational uses, **limited commercial uses which are intended to serve a rural area** and transportation, communication and utility uses are also included subject to the requirements found within the Zoning Ordinance. This category is designed to protect the essential open character of rural areas until it is timely to reclassify the land to appropriate residential, commercial or industrial categories. Zoning designations may include RR, CR, RA and RSF-E.

If a Special Exception is granted for the proposed use, the Future Land Use Map would not have to change from Agricultural as it allows for limited commercial uses which are intended to serve a rural area.



4.) Will the proposed change conflict with existing or planned public improvements?

Per the applicant, ALDOT is requiring a left turn lane on State Hwy 225 and they will be widening and repaving a portion of River Road per the Highway Department requirement.

5.) Will the proposed change adversely affect traffic patterns or congestion?

Per the Federal Highway Administration the functional classification of State Hwy 225 is minor arterial. Arterials provide a high level of mobility and a greater degree of access control. According to the information provided, the proposed tenant is not considered a destination store. The traffic going to and from this site would be local residents. Access to this site from State Hwy 225 would require approval from ALDOT or The Baldwin County Highway Department for access from River Road.

6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.

As stated previously, the subject property is currently vacant. The property adjoins State Highway 225 to the east and River Road to the south. The adjoining properties are residential and forested timberland. The property to the north is zoned RA which is a rural zoning designation. There are three properties to the south west that are zoned RR, Rural District. The RR zoning designation was granted to property to the north for a proposed climate controlled storage facility and Boat and RV storage.

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

Three parcels to the southwest of this parcel are zoned RR. On June 6, 2017 the County Commission rezoned property less than a mile to the north to RR for a proposed climate controlled storage facility and Boat and RV storage (Case Z-17020).

8.) Is the timing of the request appropriate given the development trends in the area?

Numerous subdivisions have been developed along State Hwy 225 over the years. The increase in residential dwellings could support a retail establishment in this area and possibly reduce some of the traffic traveling for miles to a store. Timing however, is not a factor with this request.

9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

Per the applicant their engineers state that according to the National Wetlands Inventory data, the subject property does not lie within or contain wetlands. Staff is unaware of any other environmental conditions that may be adversely impacted by the proposed change. In addition, although staff is not aware of any historic resources which would be impacted, we have notified the applicant to contact the Alabama Historical Commission to determine if a Cultural Resource Assessment is needed due to the proximity to Historic Blakely State Park.

The Alabama Department of Environmental Management (ADEM) provided no comments.

10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?

The proposed tenant is not considered a destination store. If the rezoning is approved and the property is developed, the impact should not be significant. See road improvement requirements from ALDOT and Baldwin County Highway Department under Agency Comments.

Development of the property will be considered as a major project. Prior to the issuance of a Land Use Certificate, staff will evaluate all submitted materials, including building plans, drainage plans, landscaping plans and site plans in order to ensure complete compliance with the requirements of the zoning ordinance. Required landscaped buffers will help to mitigate the potential for adverse impacts.

According to the Baldwin County Zoning Ordinance, a 25-foot landscaped buffer will be required along the portions of the property which abut residential zoning designations if the property is rezoned and the applicant is granted a Special Exception for the proposed use.

11.) Other matters which may be appropriate.

Staff has received several phone calls in opposition to a store at this location.

The proposed tenant has stores 6.2 miles north and 5.6 miles south of this property.

Staff Comments and Recommendation

As stated previously, the subject property, which consists of approximately 2.72 acres, is currently zoned RSF-E, Single-Family Estate District. The designation of RR, Rural District, has been requested for the purpose of establishing a retail store. If the rezoning request is approved the applicant will have to be granted a Special Exception from the Board of Adjustment for the proposed use.

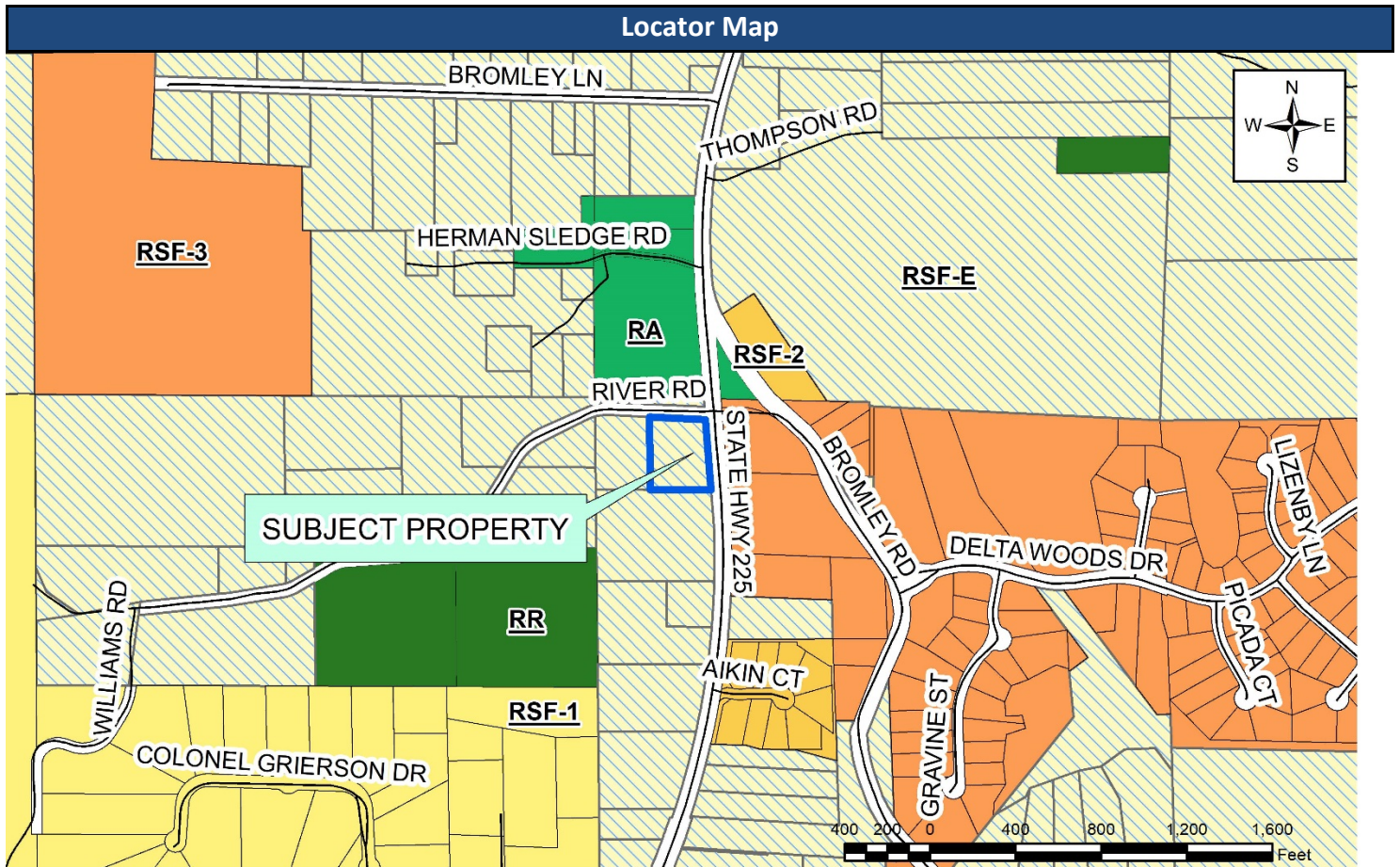
The Baldwin County Planning Commission considered this request at its September 5, 2019 meeting and voted to recommend DENIAL to the County Commission. Staff's recommendation is to APPROVE the rezoning request.

**On rezoning applications, the County Commission will have the final decision.*

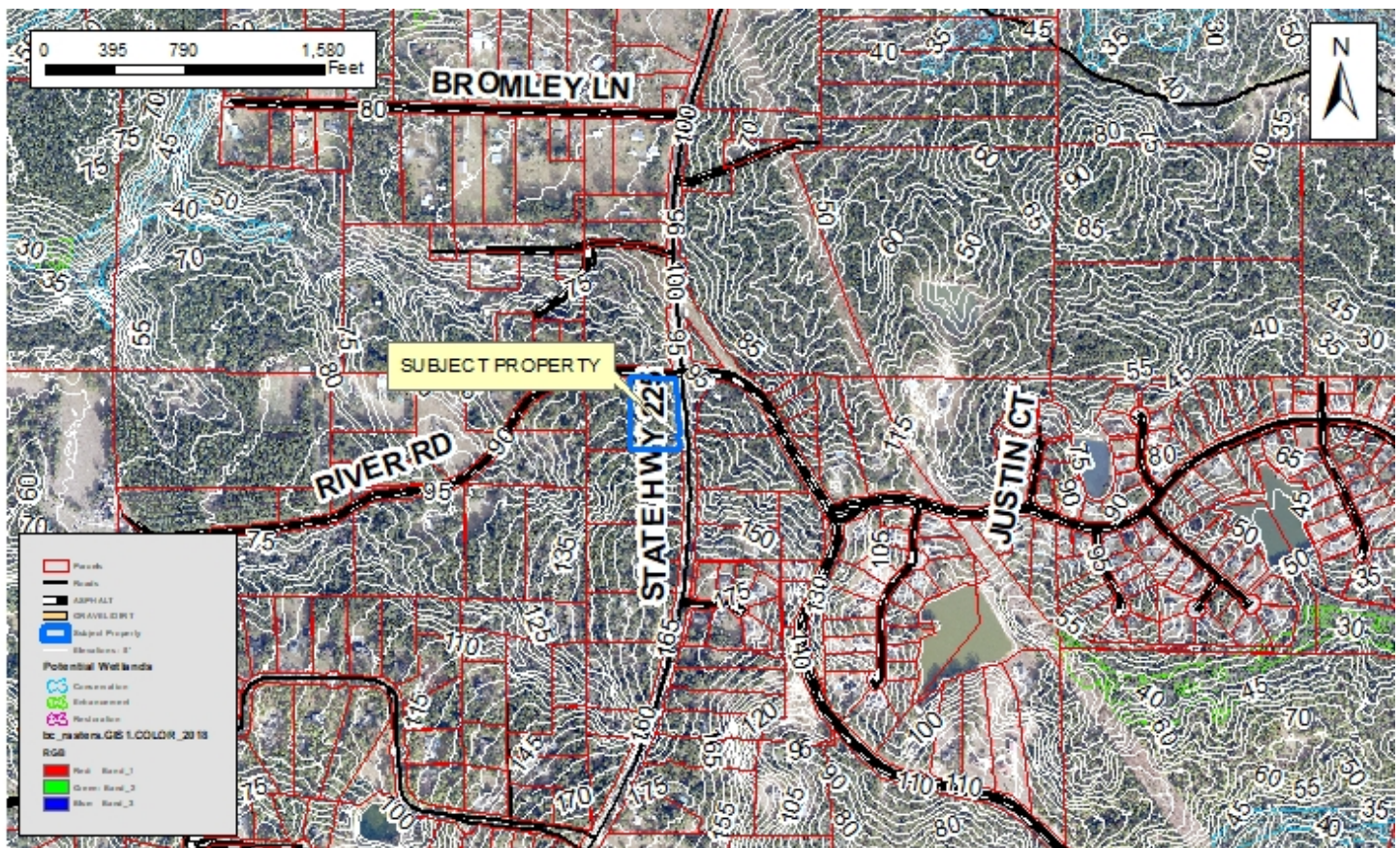
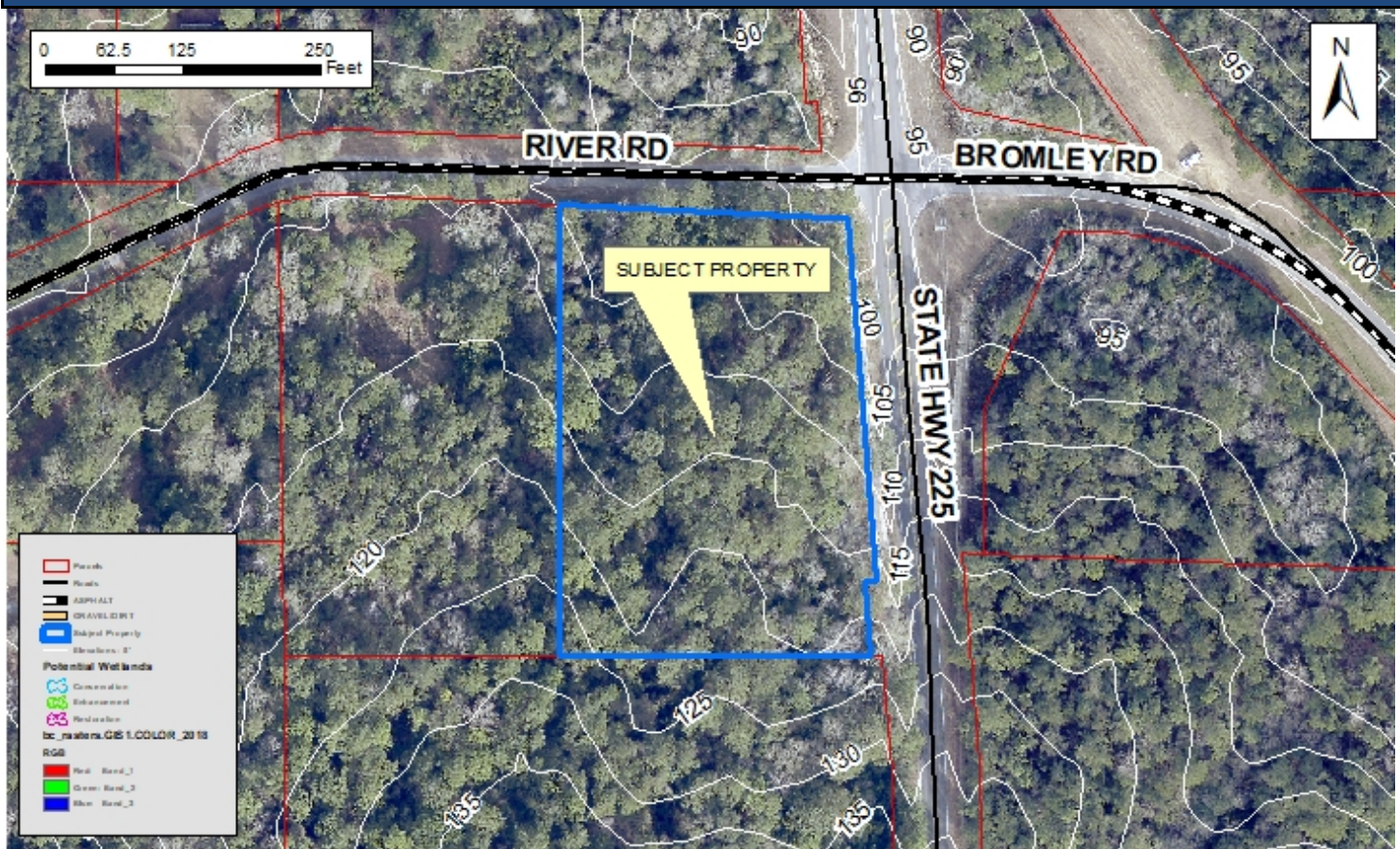
Property Images







Site Map



Emails in Opposition

From: Burnett, Matt [<mailto:matt.burnett@volkert.com>]

Sent: Tuesday, August 27, 2019 11:10 AM

To: D Hart <DHart@baldwincountyal.gov>

Subject: <EXTERNAL> Zoning Case# Z-19038

Mr. Hart,

I am emailing regarding the rezoning of property on Hwy 225 at the southwest corner of the intersection of Bromley Road and River Road (Case# Z-19038). To my understanding, the property developer wants to construct a Dollar General (or another type of dollar store). I would like to point out to you and the zoning board that there is already two Dollar General stores located on Hwy 225 within 12 miles of each other; one at the intersection of Hwy 225 and Hwy 31 and another on the west side of Hwy 225 in the Crossroads community. I do not feel a six mile drive is an inconvenience for our community should someone wish to shop at a dollar store. The property is currently zoned Single Family Residential; I would understand if someone wanted to change the zoning to allow for horses or a couple cows being a somewhat rural area as for as Baldwin County is concerned, but I completely disagree with the construction of a Dollar General or similar business.

Our community does not need three dollar stores within twelve miles of each other on Hwy 225.

Thank you for you time,

Matt Burnett, PE

Volkert, Inc.

From: Randi Stewart [<mailto:randibstewart@gmail.com>]

Sent: Tuesday, August 27, 2019 2:14 PM

To: D Hart <DHart@baldwincountyal.gov>

Subject: <EXTERNAL> Dollar Store Case# Z-19038

Mr. Hart,

I am emailing regarding the rezoning of property on Hwy 225 at the southwest corner of the intersection of Bromley Road and River Road (Case# Z-19038). To my understanding, the property developer wants to construct a Dollar General (or another type of dollar store). I would like to point out to you and the zoning board that there is already two Dollar General stores located on Hwy 225 within 12 miles of each other; one at the intersection of Hwy 225 and Hwy 31 and another on the west side of Hwy 225 in the Crossroads community. I do not feel a six mile drive is an inconvenience for our community should someone wish to shop at a dollar store. The property is currently zoned Single Family Residential. Our community does not need three dollar stores within twelve miles of each other on Hwy 225. I feel like the community cannot sustain three. One will close, leaving a vacant building in its wake.

Thank you,

Randi Stewart

Letter in Opposition

Amy Hadley
7440 River Road
Bay Minette, AL 36507
(251)377-3148
8/20/2019



Baldwin County Planning and Zoning Commission
P O Box 220
Silverhill, AL 36576

RE: Case # Z-19038

Dear County Commissioners and Representatives,

The re-zoning request sign on the long-neglected property caught my eye as I reached the end of my quiet road. I made note of the case number so I could look into the matter.

This is not the first time a re-zoning request has been made for properties that lie on the intersection of State Hwy 225 and River Road outside of Bay Minette. On the north side of River Road, there have been requests for re-zoning to build a community center and later, to erect a cell tower. Both of these requests were defeated.

It is my understanding that the current re-zoning request, Case# Z-19038, involves making the property on the south side of River Road at Hwy 225 available for commercial use, specifically to erect a retail store. I object to this for many reasons.

First, the present owner has never resided in our quiet neighborhood, nor have they maintained the property. A decaying old house, held up by vines and undergrowth, is the first thing you see when you turn onto the road. The owner is unconcerned with the affect the property has on the community's residents. While a retail establishment might bring changes to the property, I fear the long-term impact will not be beneficial.

A retail store does not belong in a residential neighborhood. Commerce's place is in our towns and cities; it should not encroach on purely residential areas. We have access to stores a short 5 mile drive in three directions.

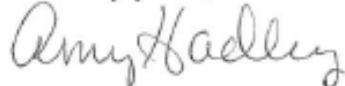
Alabama Hwy 225 is a scenic byway, especially in the areas that adjoin Historic Blakeley State Park. To preserve the natural beauty of the region, we must fight to keep some areas of our beautiful county natural and pristine. We may be 1/2 mile north of the park's entrance, but much of the area is still of historic significance. Our property has a few preserved trenches, and as a boy, my husband found Civil War artifacts here that are now the property of the State Park.

Traffic is another concern. River Road is at the base of a steep hill, and makes a crossroads with Bromley Road to the east. While there is a turning lane for Bromley Road for southbound traffic, there is no turning lane for River Road on the northbound side. As a resident, having strangers stopping at the end of my road, from early morning until late evening, isn't a good prospect. I'm afraid curiosity seekers will be invading my peace and privacy. I am also opposed to having a view of the back of a store/parking lot.

I'd also like to say that most of the River Road residents have lived here for many years. I have lived here for 37 years, my husband has resided here for 45 years. Roger and Gail Day, Mr. and Mrs. Hannis Rider, Nancy Erwin...all of my neighbors have lived here even longer. I feel that this "progress" will devalue our properties and deface our neighborhood.

Please leave my neighborhood zoned Residential Only. The property owner requesting this zoning change is only concerned with profit, and does not care about the best interests of the neighbors this will impact.

Sincerely yours,



Amy Hadley

Phone call in Opposition

From: [Paula Bonner](#)
To: [D Hart](#); [Linda Lee](#); [Vince Jackson](#)
Subject: Z-19038
Date: Thursday, August 29, 2019 11:51:16 AM

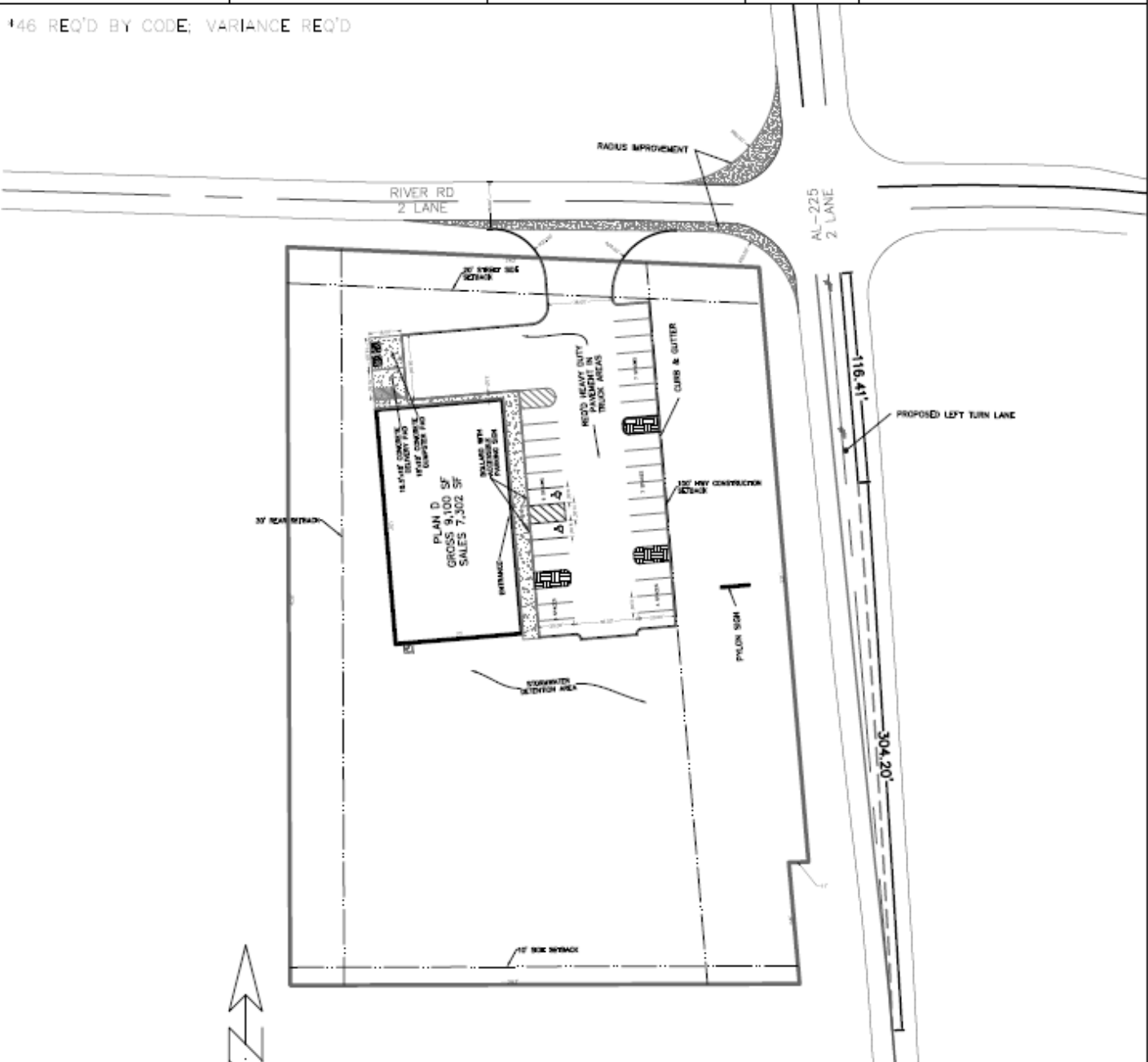
Celia Kelly just called about Z-19038. She asked what the rezoning was for and who the applicant was. When I told Ms. Kelly she said that someone told her the Broadway Group is the company that builds Dollar General stores, then said that she would not like one next to her, although it would be convenient. She asked for the time and place of the meeting.

Ms. Kelly also said she saw on the news a couple of years ago that someone was trying to make 225 some kind of by-way so nothing commercial can go along the areas around Blakely Park, Bromley and the Veteran's Cemetery.

Proposed Site Plan

PRELIMINARY SITE PLAN		BAY MINETTE, AL	
PROTOTYPE:	D	DEVELOPER	DESIGNER
BLDG/SALES S.F.:	9,100/7,302	COMPANY: THE BROADWAY GROUP	6/27/2019
ACREAGE:	2.55	NAME: BOB BROADWAY	NAME: PAIGE HILL
PARKING SPACES:	30*	PHONE: (256) 533-7287	PHONE: (256) 533-7287

146 REQ'D BY CODE; VARIANCE REQ'D



SCALE: $1'' = 80'$

NOTE
DIMENSIONS SHOWN ALONG
PROPERTY, RIGHT-OF-WAY
AND/OR LEASE LINES ARE
PRELIMINARY AND SHOWN
FOR INFORMATIONAL



STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2020-005

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-19038, Bankester Family Property** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

WHEREAS, The Broadway Group has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 4, for property identified herein and described as follows:

A LOT OR PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 2 EAST OF BALDWIN COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL MARKING THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 2 EAST AND HAVING ALABAMA STATE PLANE COORDINATES (WEST ZONE, NAD '83) OF NORTH: 272607.65, EAST: 1847043.80; THENCE SOUTH 89 DEGREES 41 MINUTES 22 SECONDS WEST, 2125.17 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHEAST RIGHT-OF-WAY INTERSECTION OF RIVER ROAD (60 FOOT RIGHT-OF-WAY) AND STATE HIGHWAY 225 (RIGHT-OF-WAY VARIES) AND THE POINT OF BEGINNING.

THENCE, FROM THE POINT OF BEGINNING AND ALONG SAID WEST MARGIN OF STATE HIGHWAY 225, SOUTH 07 DEGREES 01 MINUTE 11 SECONDS EAST, 295.00 FEET TO A 1/2-INCH CAPPED IRON PIN (CA#003); THENCE, ALONG SAID WEST MARGIN, SOUTH 88 DEGREES 00 MINUTES 49 SECONDS EAST, 5.00 FEET TO A 1/2-INCH CAPPED IRON PIN (CA#003); THENCE, CONTINUE ALONG SAID WEST MARGIN, SOUTH 04 DEGREES 19 MINUTES 03 SECONDS EAST, 114.16 FEET TO A 1-INCH CRIMP TOPPED PIPE; THENCE, LEAVING SAID WEST MARGIN, SOUTH 89 DEGREES 35 MINUTES 14 SECONDS WEST, 313.49 FEET TO A 1-INCH CRIMP TOPPED PIPE; THENCE NORTH 00 DEGREES 17 MINUTES 57 SECONDS EAST, 413.68 FEET TO A 1/2-INCH CAPPED IRON PIN (CA#003) MARKING THE SOUTH RIGHT-OF-WAY MARGIN OF RIVER ROAD (60 FOOT RIGHT-OF-WAY); THENCE, ALONG SAID MARGIN, SOUTH 88 DEGREES 59 MINUTES 20 SECONDS EAST, 261.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.72 ACRES MORE OR LESS.

Otherwise known as tax parcel numbers, **05-29-10-32-0-000-004.000**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

WHEREAS, the petitioner has requested that the property herein identified be rezoned from RSF-E, Single Family Estate District, to RR, Rural District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on September 5, 2019, and voted to recommend denial of the rezoning request; and

WHEREAS, the Baldwin County Commission held a public hearing on October 15, 2019; and

WHEREAS, the requirements of SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975), regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 4 Official Map, have been met; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the petitioner's request to rezone the property (Case No. Z-19038, Bankester Family Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 4 from RSF-E, Single Family

Estate District, to RR, Rural District which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 4 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the 15th day of **October 2019**.

Honorable Charles Gruber, Chairman

ATTEST

Wayne Dyess, County Administrator

1 SAM DAVIS: All right. Thank you.

2

3 **8-D - CASE Z-19038 - BANKESTER FAMILY PROPERTY**

4 PLANNING AND ZONING COMMISSION CHAIRMAN

5 SAM DAVIS: Next case is Z-19038, Bankester
6 Family Property.

7 MS. LINDA LEE: The subject property,
8 which consists of approximately
9 two-point-seven-two (2.72) acres, is currently
10 zoned RSF-E, Single-Family Estate District. The
11 designation of RR, Rural District, has been
12 requested for the purpose of establishing a
13 retail store.

14 General commercial uses are allowed under
15 this zoning destination with special exception
16 approval from the Board of Adjustment.

17 The subject property is located on the
18 southwest corner of State Highway 225 and River
19 Road in Planning District 4.

20 The adjoining properties are residential and
21 forested timberland. The property to the north
22 is zoned RA, which is a Rural zoning designation.
23 There are three (3) properties to the southwest
24 that are zoned RR, Rural District.

25 The zoning for Planning District 4 was
26 approved by the County Commission on
27 February 21st, 1995. Since that time, there has
28 been new and expended subdivisions in the area.

1 In 2017, property less than a mile to the
2 north was re-zoned from RSF-1 to RR; Case Number
3 Z-17020. In this area, most of the zoning is
4 residential. A future land use destination of
5 Residential has been provided for the subject
6 property.

7 Approval of re-zoning will result in an
8 amendment to the Future Land Use Map to
9 Agricultural. Agricultural, forestry, and
10 similar activities are included with this future
11 land use category.

12 Limited commercial uses, which are intended
13 to serve a rural area, are also included, subject
14 to the requirements found within the zoning
15 ordinance.

16 These are pictures of the subject property
17 and the adjacent properties and the intersection.
18 This is a survey of the property. This is a site
19 plan of the proposed retail store.

20 The RR, Rural District, was originally
21 created for Planning District 4 to accommodate
22 the rural areas of Baldwin County.

23 Per the applicant, ALDOT is requiring a
24 left-turn lane on State Highway 225 northbound.
25 And they will be widening and repaving a portion
26 of River Road, per the Highway Department
27 requirement.

28 According to the Baldwin County Zoning

1 Ordinance, a twenty-five (25) foot landscape
2 buffer will be required along the portions of the
3 property which are both residential zoning
4 designations, if the property is re-zoned and the
5 applicant is granted a special exception for
6 proposed use.

7 Staff has received several phone calls in
8 opposition to a store at this location. In your
9 staff report are two e-mails and one letter in
10 opposition to this request.

11 The proposed tenant has stores six-point-two
12 (6.2) miles north and five-point-six (5.6) miles
13 south of this property.

14 Staff does recommend that this Commission
15 recommend approval of this application. And I'll
16 answer any questions you have for me.

17 PLANNING AND ZONING COMMISSION CHAIRMAN
18 SAM DAVIS: Any questions for Linda?

19 COMMISSION MEMBER BRANDON BIAS: Linda,
20 just for clarification, if this were to be
21 approved, it would have to go before the BOA for
22 a variance?

23 MS. LINDA LEE: It would go to the BOA
24 for special exception.

25 COMMISSION MEMBER BRANDON BIAS: Special
26 exception, I'm sorry, for the commercial use.

27 MS. LINDA LEE: Yes, sir.

28 COMMISSION MEMBER BRANDON BIAS: Okay.

1 Thank you.

2 PLANNING AND ZONING COMMISSION CHAIRMAN

3 SAM DAVIS: Any other questions for Linda?

4 (No response.)

5 PLANNING AND ZONING COMMISSION CHAIRMAN

6 SAM DAVIS: All right. Thank you, Linda.

7 We'll open the public hearing at this point.

8 Is there someone here representing the applicant?

9 MS. ALYSSA CARTER: I'm right here.

10 (Ms. Alyssa Carter approached the podium.)

11 MS. ALYSSA CARTER: My name is Alyssa
12 Carter, and I'm with the Broadway Group. We're
13 the developer for this project. I've made a
14 PowerPoint, and y'all have a copy in front of you
15 as well.

16 So here's just some site pictures that we
17 have of this location. As you can see, we're
18 one-point-two (1.2) miles north of Blakeley State
19 Park. Just some more site pictures for everyone
20 to see exactly where we are.

21 So like Linda said, we're proposing a
22 re-zone, two-point-seven-two (2.72) acres from
23 RSF-E district to RR district to allow
24 construction of a smaller type of a nine
25 thousand, one hundred (9,100) square foot retail
26 store. With a special exception, we will be able
27 to build this retail store.

28 We did hear that there was some traffic

1 concerns. So we have been working with Baldwin
2 County Highway Department and ALDOT to make this,
3 you know, is a safe retail store entrance for
4 everyone and for the community behind the store.

5 So we will be re-surfacing River Road, and we
6 will be adding a left turn lane. Currently,
7 there's a hashed area that we will be milling and
8 re-striping to make the left-turn lane.

9 Here is an example that we have illustrated
10 how we are going to make the turn lane. So all
11 of our design standards will meet all County
12 requirements; the lighting, the sign, all of
13 setbacks. And we will be doing the landscaping
14 and buffering.

15 There is -- the lot right now is heavily
16 wooded. So we will try to keep as much of the
17 trees behind the store as possible. And then
18 towards the south, we'll be cutting a little bit
19 just for visibility to the store. But we will be
20 maintaining as much of the trees that are
21 currently there as we possibly can. So we will
22 have a good buffer to all the residents behind
23 us.

24 So this retail store is just to provide a
25 convenient shopping experience for everyone in
26 the community. So they don't have to drive
27 six-point-two (6.2) miles north or
28 five-point-five (5.5) miles south to the next

1 store to get whatever they need.

2 If you forget some milk at the grocery store,
3 you can always stop by this retail store to get
4 your milk.

5 This one of the fastest growing retailers in
6 American. And we will be having ten (10) new
7 local jobs for this area. And there will be
8 significant tax revenue for this store.

9 Thank you for your time. And I'll answer any
10 questions.

11 PLANNING AND ZONING COMMISSION CHAIRMAN

12 SAM DAVIS: Who is the retailer?

13 MS. ALYSSA CARTER: I cannot name it at
14 this time.

15 PLANNING AND ZONING COMMISSION CHAIRMAN

16 SAM DAVIS: Any other questions for Ms. Carter?

17 (No response.)

18 AN AUDIENCE MEMBER: I have opposition.

19 PLANNING AND ZONING COMMISSION CHAIRMAN

20 SAM DAVIS: We'll get to you in just a minute.

21 So just hold tight.

22 COMMISSION MEMBER BONNIE LOWRY: I just
23 have one question for her. Does ALDOT really
24 agree with you on everything that you talked
25 about as far as the required improvements for
26 Highway 225?

27 MS. ALYSSA CARTER: Yes, ma'am. That
28 was their recommendation to us, was to do that

1 improvement. We've been working with Michael
2 Smith at ALDOT.

3 PLANNING AND ZONING COMMISSION CHAIRMAN

4 SAM DAVIS: Any other questions for Ms. Carter?

5 (No response.)

6 PLANNING AND ZONING COMMISSION CHAIRMAN

7 SAM DAVIS: Okay. Thank you.

8 Anyone else here signed up in support that
9 has anything different than what Ms. Carter had
10 to say?

11 (Mr. Bob Wills indicating.)

12 PLANNING AND ZONING COMMISSION CHAIRMAN

13 SAM DAVIS: Bob, come on up.

14 MR. BOB WILLS: Thank you, Mr. Chairman,
15 Commission Members. My name is Bob Wills. And I
16 represent the owners of the property, the
17 Bankester family.

18 The family that owns the property now
19 consists of eleven (11) heirs of Lewis Bankester,
20 who obtained ten (10) acres in this location back
21 in 1924.

22 One of his grandchildren, Ms. Mary-Louise
23 McMillan, owns the five (5) acres immediately
24 south of this site. It's part of the original
25 ten (10) acre site. Other family members own the
26 two-and-a-half (2.5) acres immediately west of
27 this site. And these heirs own this eleven
28 (11) acres.

1 The property has devolved to them through the
2 years through intestate succession. That's why
3 we have eleven (11) different owners at this
4 time.

5 As you all probably know, when you have
6 eleven (11) different owners and family members,
7 it's difficult to get everyone on the same page.
8 They are on the same page here in the pursuit of
9 this project.

10 The property has been left -- I wouldn't
11 neglected, but there's been no activity on it in
12 many, many, many years, because the heirs -- the
13 diverse ownership didn't do anything with it.
14 This will provide the opportunity to make a real
15 improvement to the property.

16 As you all know, this area of 225 is growing
17 rapidly. Several years ago, I guess, the County
18 and the State ALDOT reconfigured the
19 intersection.

20 Now, Bromley Road and River Road are directly
21 across 225 from each other. It used to be that
22 they were offset somewhat.

23 So this is a prime location for this type of
24 development at this time with the increased
25 population and residential houses we have in the
26 area.

27 As Ms. Carter pointed out, this type of store
28 really caters to the local community. It's not

1 what's known as a destination store where people
2 will be coming from miles and miles away. So it
3 should provide a real asset to the local
4 community.

5 We have a number of folks here with the
6 family, I think, who have signed up to speak.
7 But I know I can probably speak for all of them.

8 And so what -- I'd like them to stand up.
9 They're all here in support of it. If you would,
10 just stand to be recognized by the Commission,
11 those family members who are here.

12 (Several audience members complied.)

13 MR. BOB WILLS: And I didn't get a
14 chance to talk to all of them.

15 If any of you signed up and want to speak,
16 please feel free to do so.

17 They're all in favor of this. They really
18 would like to see you all recommend approval of
19 this re-zoning. Be glad to answer any questions.

20 PLANNING AND ZONING COMMISSION CHAIRMAN

21 SAM DAVIS: Any questions for Bob?

22 COMMISSION MEMBER ARTHUR OKEN:

23 Mr. Chairman, do any of these folks live in the
24 vicinity of this site, any of the heirs?

25 MR. BOB WILLS: Ms. McMillan has a house
26 on the five (5) acres south of it, but her
27 permanent home is in Huntsville. There are
28 several of the heirs who live in the Daphne area.

1 None of them live immediately in this community,
2 though.

3 COMMISSION MEMBER ARTHUR OKEN: Thank
4 you.

5 MR. BOB WILLS: Yes, sir.

6 PLANNING AND ZONING COMMISSION CHAIRMAN

7 SAM DAVIS: Any other questions for Bob?

8 (No response.)

9 PLANNING AND ZONING COMMISSION CHAIRMAN

10 SAM DAVIS: Okay. Thank you, Bob.

11 MR. BOB WILLS: Thank you very much.

12 PLANNING AND ZONING COMMISSION CHAIRMAN

13 SAM DAVIS: Any other people in support have
14 anything different than what's been said already
15 that y'all would like for us to know?

16 (No response.)

17 PLANNING AND ZONING COMMISSION CHAIRMAN

18 SAM DAVIS: Thank you.

19 Is there a representative of the opposition?

20 MS. LYNN HARRISON: There are two of us
21 here. We live very near where this is going to
22 be built.

23 PLANNING AND ZONING COMMISSION CHAIRMAN

24 SAM DAVIS: Come on up.

25 MS. LYNN HARRISON: Hello, good evening.
26 My name is Lynn Harrison. I'm a twenty (20) year
27 resident of Baldwin County.

28 I'm very vested in how Baldwin County

1 develops. And I'm so thankful for how things
2 have developed so far along 225.

3 We have the new national cemetery there,
4 which was a wonderful addition. We have what I
5 consider one of the most important sites in the
6 state; Saluda Ridge, which is historically the
7 last battle of the Civil War, filled with Civil
8 War dead.

9 And all of these would be within less than a
10 mile of where they're proposing to put this
11 store. And as was mentioned, there are Dollar
12 Stores, literally, within five (5), six (6) miles
13 in either direction from our subdivision gates.

14 When you had the map up, my house was right
15 down below. So I am in, you know, the exactly
16 proximity.

17 I was a teacher here in Baldwin County for
18 twenty (20) years and an administrator at Foley
19 High School. I'm now retired. And I am vested
20 in this community. I love it.

21 I've given, you know, my efforts to it. And
22 I would hate to see something like a Dollar Tree
23 or a Dollar Store go into that area.

24 When you consider the historical significance
25 there and trees growing, and beautiful is what
26 Baldwin County is known for.

27 You know, we have our areas of development on
28 59, on 98. And, you know, Rouses down there is

1 where the Dollar Store is. Then there's the
2 four-way up above, closer to Bay Minette. And
3 that's where the other Dollar Store is.

4 And the residents are just -- Why have
5 another Dollar Store? Why? It's not a
6 convenience for us. It is a distraction. It's
7 gaudy. It's just not something that is
8 appropriate given the location.

9 PLANNING AND ZONING COMMISSION CHAIRMAN
10 SAM DAVIS: Where do you live in relation to the
11 property?

12 MS. LYNN HARRISON: I live on Colonel
13 Grierson Drive in Bromley Woods. They're
14 five-tenths (5/10) of a mile away.

15 And the area is beautiful and wooded. It's
16 being developed well at this point. I mean, I
17 have no qualms about saying, you know, when that
18 national cemetery went in, I thought it was
19 completely appropriate.

20 PLANNING AND ZONING COMMISSION CHAIRMAN
21 SAM DAVIS: Let me ask you -- You're starting to
22 repeat yourself. So let me ask --

23 MS. LYNN HARRISON: Yes, please.

24 PLANNING AND ZONING COMMISSION CHAIRMAN
25 SAM DAVIS: -- any questions for this lady?

26 (No response.)

27 PLANNING AND ZONING COMMISSION CHAIRMAN
28 SAM DAVIS: Okay. Thank you. Is the lady next

1 to you here to speak?

2 (Ms. Thelia Kelly approached the podium.)

3 MS. THELIA KELLY: My name is Thelia
4 Kelly. I live in Bromley Woods, which is just
5 down the road about half a mile.

6 The area has several subdivisions. I'm
7 talking about within -- well, the first one is
8 Aikan Court, which is -- this came from the
9 revenue site, the mapping.

10 The entrance to Aikan Court is eight hundred
11 fifty (850) feet from that -- from the subject
12 site. And homes in that subdivision are priced
13 like four hundred thousand (\$400,000) and up.

14 And then, our subdivision, Bromley Woods, has
15 homes in there up to one -- six hundred thousand
16 (\$600,000). And then, the Saluda Ridge
17 subdivision, expensive homes in there; Blakeley
18 Oaks, expensive homes. That's all within
19 seven-tenths (7/10) of a mile.

20 And there are several single-family
21 residences within half a mile of that, of the
22 subject property. Within three-quarters (3/4) of
23 a mile, there's two churches; the St. John's
24 Catholic Church, the East Point Baptist Church.
25 There's are two cemeteries; the Historic Saluda
26 Ridge Cemetery, she mentioned, and a new State
27 Veterans Cemetery. There is Blakeley State Park.

28 In addition, I haven't been able to find out

1 the status of this, but I think the works are
2 underway to declare that 225 -- designate the 225
3 corridor as a scenic byway to be called the
4 Tensaw Parkway. And y'all know more about the
5 status of that than I do.

6 But I did read the brochure on the
7 requirements for being designated scenic byway.
8 And one is to maintain the natural -- the natural
9 appearance of the area and limited commercial
10 developments.

11 So we don't -- those of us who live there
12 when we bought in the country, we did not -- I
13 mean, we knew we were not going to be right next
14 door to a Dollar Store or any kind of retail
15 development.

16 If we had wanted to be that close, we would
17 have bought in town. Instead, we chose the rural
18 area. And we like the rural ambiance. And we
19 don't mind driving five miles to get a gallon of
20 milk, which we pass right by in the direction you
21 come into our area. You pass right by a Dollar
22 General Store.

23 Thank you.

24 PLANNING AND ZONING COMMISSION CHAIRMAN
25 SAM DAVIS: Thank you.

26 Let me ask the other people here that signed
27 up in opposition, does anyone have anything
28 different than what's already been presented? If

1 you do come on up to the podium. I didn't see
2 you over there, I'm sorry.

3 (Mr. Charles Brevik (phonetic) approached the podium.)

4 MR. CHARLES BREVIK: Thank you for the
5 opportunity.

6 PLANNING AND ZONING COMMISSION CHAIRMAN
7 SAM DAVIS: Give us your name.

8 MR. CHARLES BREVIK: I'm Charles Brevik.
9 I live just off Bromley Road, which is pretty
10 much across the road from where this development
11 is intended to go in.

12 As has been mentioned at this point, there
13 are -- apparently, this is ostensibly going to be
14 a Dollar General Store installed on this lot.

15 We currently have one six (6) miles north at
16 the intersection of Alabama 225 and County Road
17 138. We have another one five (5) miles south at
18 the intersection of Alabama 225 and U.S. 31.

19 My objection to this particular installation
20 is I don't see any prior proper planning being
21 done with traffic control at either of their two
22 existing sites where they've developed a Dollar
23 General Store.

24 To put in a Dollar General Store at this
25 particular intersection, I firmly believe we need
26 more traffic control than what has been presented
27 to this point, things like acceleration,
28 deceleration lanes.

1 I think we need a better turn lane off of
2 that hashed area that the young lady talked
3 about. It's pretty narrow. It's really not
4 suitable for a turning lane. It's going to have
5 to be widened.

6 That's my big objection to this particular
7 process. If you're going to do this, please
8 include adequate infrastructure funding for the
9 access and egress from this store.

10 When I go up to the Dollar General Store at
11 the intersection of US 31 and 225, you got a hell
12 of a mess of up there, folks. It's a nasty
13 intersection where they have got to go in and out
14 of that store.

15 There are on acceleration/deceleration lanes,
16 no left-turn lanes. Traffic can bottleneck up
17 there and back up on 31 in about three car
18 lengths.

19 So I don't want to see you build the same
20 kind of situation down there at the intersection
21 with 225. River Road's on one side, Bromley
22 Road's on the other.

23 PLANNING AND ZONING COMMISSION CHAIRMAN
24 SAM DAVIS: Thank you, sir.

25 Any questions for this gentleman?

26 (No response.)

27 PLANNING AND ZONING COMMISSION CHAIRMAN
28 SAM DAVIS: Thank you.

1 MS. VERONICA SMITH: This is not a
2 question.

3 PLANNING AND ZONING COMMISSION CHAIRMAN
4 SAM DAVIS: Ma'am -- ma'am. We can only speak
5 from the podium. So come on up.

6 (Ms. Veronica Smith approached the podium.)

7 MS. VERONICA SMITH: Hi. My name is
8 Veronica Smith, and I live on Aiken Court. And I
9 want to give you a little bit of perspective
10 about the lay of the land where they're talking
11 about.

12 So Aiken Court, if you're going up 225,
13 you've got Blakeley and Forest on the left,
14 Blakeley State Park, and then the Veteran
15 Cemetery on the right, and then the cemetery --
16 oh, the subdivision that the other two ladies
17 lived in.

18 And it's on a hill, approaching a hill. And
19 Aiken Court comes out to the east side of 225
20 right at the crest of that hill. And from the
21 crest of that hill down to the bottom, the
22 intersection of Bromley Road where they're
23 proposing putting this on the left there.

24 It's a very steep decline. And there is
25 already an issue there with safety of turning in
26 and out of my road, because -- We've only lived
27 there about two and a half years. And that --
28 that still remains our biggest concern, is

1 getting people behind us to slow down enough so
2 that I can turn in without having to do it on two
3 wheels.

4 The school bus stops exactly on top of that
5 hill in front of my street and picks up children
6 in the morning and lets them off in the
7 afternoon.

8 And you've got that -- about a hundred (100)
9 yards down to the bottom of that hill there where
10 they're proposing the business to be on the left,
11 and Bromley Road to the right. And you've got
12 too many intersections going on at the bottom of
13 a very steep hill and with only about a hundred
14 (100) yards for a complete stop.

15 And I realize they're talking about putting
16 in a turn lane. But, correct, we have a Dollar
17 General to the south, five (5) miles; another one
18 six (6) miles to the north at Crossroads; and
19 then two (2) miles to the north is a gas station
20 that carries fresh bait and fresh seafood and
21 bread and milk and anything else, gas, that we
22 need. I ran up there and got a box of Jello one
23 time.

24 So, you know, to say that we need another
25 Dollar General between six (6) mile up there and
26 the five (5) mile back there and the two (2)
27 miles up to the gas station is not something we
28 need, especially at that intersection, because of

1 the danger element.

2 And then in addition, I am concerned about
3 the property values. We bought out there
4 because, you know, the house values on Aiken
5 Court and the surrounding areas were really good.
6 And it's a little bit, you know, rural without
7 being way off somewhere. And so we like it like
8 that. And we just zip down to Rouses or zip up
9 to the gas station to get anything that we need.

10 So I'm staunchly opposed to it, for many
11 reasons and including the safety of where that is
12 at the bottom of a hill. So...

13 PLANNING AND ZONING COMMISSION CHAIRMAN
14 SAM DAVIS: Thank you very much. Any questions
15 for this lady?

16 (No response.)

17 PLANNING AND ZONING COMMISSION CHAIRMAN
18 SAM DAVIS: Okay. Thank you.

19 Ms. Carter, would you like to come up back up
20 and address the -- it seems like the main issue
21 or concern is the traffic.

22 MR. DAVID ANNER: I'm opposed. Can I
23 speak ahead of her?

24 PLANNING AND ZONING COMMISSION CHAIRMAN
25 SAM DAVIS: Yes, sir.

26 MR. DAVID ANNER: Okay. Thank you.

27 PLANNING AND ZONING COMMISSION CHAIRMAN
28 SAM DAVIS: I would ask you to limit your --

1 MR. DAVID ANNER: I'm going to brief and
2 quick.

3 PLANNING AND ZONING COMMISSION CHAIRMAN

4 SAM DAVIS: Okay. Hopefully, it's something we
5 haven't already heard three times.

6 (Mr. David Anner (phonetic) approached the podium.)

7 THE COURT REPORTER: And state your
8 name.

9 MR. DAVID ANNER: Well, I'm going to
10 highlight the two --

11 THE COURT REPORTER: State --

12 MR. DAVID ANNER: -- things that she
13 already talked about.

14 THE COURT REPORTER: State your name,
15 please.

16 MR. DAVID ANNER: My name is David
17 Anner. I live in Delta Woods, which is the first
18 subdivision on Bromley Road from this
19 intersection. It's about half a mile up Bromley.

20 Bromley Road, as you guys know, have been
21 re-zoning a lot of that and have already surveyed
22 it. Bromley Road is going to grow. Traffic is
23 going to increase coming down to Bromley Road and
24 225.

25 Now, from both sides coming to this corner,
26 you have hills on both sides. The one coming off
27 from the north side is steeper, and the sight
28 distance there is shorter than the hill coming --

1 I should say coming south -- than the hill coming
2 north. But you have two hills on both sides of
3 this intersection coming down.

4 Now, granted you'll have turn lanes going in
5 and going in this way, but when you have traffic
6 coming down Bromley that wants to turn -- or down
7 225 that wants to turn left inside, you have
8 nothing there. There's not enough room to do
9 anything to expand 225. And we just put a turn
10 lane in coming in to 225.

11 You're going to have problems with traffic
12 coming out of Bromley trying to get through there
13 and people seeing -- and try seeing the people
14 slowing down into the decreasing zone, slowing
15 down to make their turns into the zoning and
16 passing off these hill sites.

17 That's all I have to say.

18 PLANNING AND ZONING COMMISSION CHAIRMAN
19 SAM DAVIS: Thank you, sir.

20 Ms. Carter.

21 MS. ALYSSA CARTER: So we are required
22 for our access to have -- we have to get a permit
23 through the Baldwin County Highway Department.

24 And since they are making us widen and redo
25 River Road all the way up to the ALDOT
26 right-of-way, we also have to get an ALDOT
27 permit, which they are requiring us to turn the
28 hashed area into a left-turn lane.

1 That was their recommendation to us. And we
2 will follow whatever recommendations they would
3 like for us to do.

4 PLANNING AND ZONING COMMISSION CHAIRMAN
5 SAM DAVIS: Any other questions of Ms. Carter?

6 (No response.)

7 PLANNING AND ZONING COMMISSION CHAIRMAN
8 SAM DAVIS: Thank you.

9 We'll close the public hearing at this point.
10 Any other questions for staff?

11 (No response.)

12 PLANNING AND ZONING COMMISSION CHAIRMAN
13 SAM DAVIS: Linda, you got anything else you'd
14 like to add?

15 MS. LINDA LEE: No, sir.

16 PLANNING AND ZONING COMMISSION CHAIRMAN
17 SAM DAVIS: Any questions for Linda?

18 COMMISSION MEMBER BONNIE LOWRY: Linda,
19 is this a presale -- I keep hearing Dollar Store
20 or Dollar Tree. And is this a presale, or is
21 this a firm deal?

22 MS. LINDA LEE: That's a question for
23 the applicant. I don't know if it's a presale or
24 a firm deal.

25 PLANNING AND ZONING COMMISSION CHAIRMAN
26 SAM DAVIS: Any other questions for Linda?

27 (No response.)

28 PLANNING AND ZONING COMMISSION CHAIRMAN

1 SAM DAVIS: I would say, Bonnie, that this seems
2 like it's pretty solid, what they have gone
3 through to this point. I don't want to open the
4 public hearing back up. All right.

5 ATTORNEY DAVID CONNER: Just for the
6 record, when considering requests like this to
7 re-zone a piece of property, the real discussion
8 and decision should be whether or not this
9 particular zoning is appropriate for this site.

10 I mean, it's being proposed for this use.
11 And whether that contract goes forward, whether
12 they ultimately build this or not, really the
13 question should be whether or not this particular
14 site is appropriate for that zoning
15 classification.

16 PLANNING AND ZONING COMMISSION CHAIRMAN
17 SAM DAVIS: Thanks for that clarification.

18 All right. Staff has recommended approval of
19 this. This is will be a recommendation to the
20 County Commission. So is there a motion to
21 recommend approval to the County Commission?

22 COMMISSION MEMBER ARTHUR OKEN:
23 Mr. Chairman, I make a motion to deny.

24 COMMISSION MEMBER NANCY MACKEY: I
25 second that motion.

26 PLANNING AND ZONING COMMISSION CHAIRMAN
27 SAM DAVIS: All right. There is a motion to deny
28 and a second on the table. Let's have a rollcall

1 vote.

2 MS. LINDA LEE: Mr. Murphy.

3 COMMISSION MEMBER KEVIN MURPHY: No.

4 MS. LINDA LEE: You said no?

5 COMMISSION MEMBER KEVIN MURPHY: No.

6 COMMISSION MEMBER BONNY LOWRY: Sam, can
7 you read --

8 MS. LINDA LEE: Ms. Lowry.

9 PLANNING AND ZONING COMMISSION CHAIRMAN

10 SAM DAVIS: Hold on just a second. Just to
11 clarify, a no vote is a recommendation against
12 the motion to deny. A yes vote is for the
13 recommendation to deny.

14 COMMISSION MEMBER KEVIN MURPHY: Yes
15 vote is -- the motion is --

16 PLANNING AND ZONING COMMISSION CHAIRMAN

17 SAM DAVIS: To deny.

18 COMMISSION MEMBER KEVIN MURPHY: To
19 deny.

20 PLANNING AND ZONING COMMISSION CHAIRMAN

21 SAM DAVIS: So a no vote means you don't want to
22 deny it.

23 COMMISSION MEMBER KEVIN MURPHY: Right.

24 PLANNING AND ZONING COMMISSION CHAIRMAN

25 SAM DAVIS: Okay. Go ahead, Linda.

26 MS. LINDA LEE: Ms. Lowry.

27 COMMISSION MEMBER BONNIE LOWRY: Yes.

28 MS. LINDA LEE: Mr. Nance.

1 COMMISSION MEMBER DANIEL NANCE: No.
2 MS. LINDA LEE: Mr. Bias.
3 COMMISSION MEMBER BRANDON BIAS: Yes.
4 MS. LINDA LEE: Mr. Oken.
5 COMMISSION MEMBER ARTHUR OKEN: Yes.
6 MS. LINDA LEE: Ms. Mackey.
7 COMMISSION MEMBER NANCY MACKEY: Yes.
8 MS. LINDA LEE: Mr. Davis.
9 COMMISSION MEMBER ROBERT DAVIS: Yes.
10 MS. LINDA LEE: Mr. Tonsmire.
11 COMMISSION MEMBER PULMER TONSMIRE: Yes.
12 MS. LINDA LEE: The motion carries on a
13 vote of six to two.
14 ATTORNEY DAVID CONNER: Just as a
15 reminder, this is a recommendation to the County
16 Commission. It will come up to the County for a
17 County Commission meeting for their consideration
18 and approval at a subsequent meeting date and
19 time.
20 MR. VINCE JACKSON: Mr. Chairman, we'd
21 like to make a variation from the agenda and go
22 ahead and take the RSA case before the text
23 amendments.
24 PLANNING AND ZONING COMMISSION CHAIRMAN
25 SAM DAVIS: Okay. We can do that. Let's take a
26 five-minute break.
27 This case has got a lot of opposition. We
28 would ask that the opposition appoint a

BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case # Z-19038

Bankester Property

Rezone RSF-E to RR

9/5/2019

Motion: TO RECOMMEND DENIAL

Made by: ARTHUR OKEN

Motion Seconded by: NANCY MACKEY

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis	-	-
Kevin Murphy		X
Bonnie Lowry	X	
Daniel Nance		X
Brandon Bias	X	
Arthur Oken	X	
Nancy Mackey	X	
Robert Davis	X	
Plumer Tonsmeire	X	

**CHAIRMAN ONLY VOTES IN CASE OF A TIE*

MOTION CARRIES ON A VOTE OF 6-2



Baldwin County Commission

Agenda Action Form

File #: 19-2177, **Version:** 1

Item #: G4

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Vince Jackson, Planning Director

Submitted by: Vince Jackson, Planning Director

ITEM TITLE

Case TA-19002 and Case TA-19003 - Amendments to the Baldwin County Zoning Ordinance, Article 4, Residential Districts, and Article 22, Definitions

STAFF RECOMMENDATION

Adopt Resolution #2020-002, which APPROVES amendments to the text of Article 4 and Article 22 of the *Baldwin County Zoning Ordinance*, as these articles pertain to the maximum number of stories for residential structures and the definition of "Half-Story."

BACKGROUND INFORMATION

Previous Commission action/date: July 21, 2009

Background: The *Baldwin County Zoning Ordinance* originally included a limit on the number of habitable stories for residential structures in addition to a maximum height in feet. In 2009, the habitable story requirement was removed through a zoning text amendment. As time has progressed, the Planning staff has determined that it would be in the best interest of the County for the habitable story height limit to be restored. The resulting text amendment has two parts. The first (Case TA-19002) pertains to Article 4, Residential Districts, and restores the habitable story height limit for residential structures. The second (Case TA-19003) pertains to Article 22, Definitions, and provides a new definition for "Half-Story". If approved, the proposed definition will replace the current definition found in Article 22. Because of the relationship between the amendments, they are included on one staff report and agenda item.

The proposed height limits are listed as follows:

- Single Family Structures, Two Family (Duplex) Structures and Townhouses: 2 1/2 Habitable Stories
- Multiple Family Structures (RMF-6): 3 Habitable Stories
- Multiple Family Structures (HDR): 4 Habitable Stories

It should be noted that these amendments will not affect Planning District 25 due to existing language found in the Planning District 25 Local Provisions, as well as new language proposed under Case TA-

19001.

The Planning Commission considered the amendments on September 5, 2019, and voted to recommend APPROVAL to the County Commission.

The proposed amendments are included with staff report and resolution which are attached to this agenda item. Additions highlighted in red and underlined.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes. Gulf Coast Newspapers.

If the proof of publication affidavit is not attached, list the reason: Forthcoming from staff.

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Planning and Zoning Department

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Update text and publish amended versions of the *Baldwin County Zoning Ordinance*.

Additional instructions/notes: N/A



Baldwin County Planning & Zoning Department

Baldwin County Commission Staff Report

Agenda Item

Case No. TA-19002 and Case No. TA-19003

Amendments to the *Baldwin County Zoning Ordinance*, Article 4
Residential Districts and Article 22 Definitions
October 15, 2019

Proposed Amendment Information

General Information:	Amendment to Article 4 of the Baldwin County Zoning Ordinance, Residential Districts, pertaining to the maximum number of habitable stories for residential structures, and Article 22, Definitions, pertaining to the definition for "Half-Story".
Lead Staff:	Vince Jackson, Planning Director
Attachments:	Text of Proposed Amendments

Summary and Recommendation

I. DISCUSSION:

The *Baldwin County Zoning Ordinance* originally included a limit on the number of habitable stories for residential structures in addition to a maximum height in feet. In 2009, the habitable story requirement was removed through a zoning text amendment. As time has progressed, the Planning staff has determined that it would be in the best interest of the County for the habitable story height limit to be restored. The resulting text amendment has two parts. The first (Case TA-19002) pertains to Article 4, Residential Districts, and restores the habitable story height limit for residential structures. The second (Case TA-19003) pertains to Article 22, Definitions, and provides a new definition for "Half-Story". If approved, the proposed definition will replace the current definition found in Article 22. Because of the relationship between the amendments, they are included on one staff report.

The proposed height limits are listed as follows:

- Single Family Structures, Two Family (Duplex) Structures and Townhouses: 2 1/2 Habitable Stories
- Multiple Family Structures (RMF-6): 3 Habitable Stories
- Multiple Family Structures (HDR): 4 Habitable Stories

It should be noted that these amendments will not affect Planning District 25 due to existing language found in the Planning District 25 Local Provisions, as well as new language proposed under Case TA-19001.

The proposed amendments are listed below, with additions highlighted in red and underlined.

II. RECOMMENDATION:

Staff recommends **APPROVAL** of the proposed amendments to the *Baldwin County Zoning Ordinance*, Article 4, Residential Districts, and Article 22, Definitions. *

**On amendments to the zoning ordinance, the County Commission will make the final decision.*

Article 4 Residential Districts (DRAFT)

Section 4.1 RSF-E, Residential Single Family Estate District

4.1.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a very low density residential environment consisting of single family homes on estate size lots.

4.1.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) Agricultural uses.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.1.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.1.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.1.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	80,000 Square Feet
Minimum Lot Width at Building Line	165-Feet
Minimum Lot Width at Street Line	165-Feet
Maximum Ground Coverage Ratio	.35

4.1.6 *Area and dimensional modifications.* Within the RSF-E district, area and dimensional requirements may be reduced, as set forth below, where property is divided among the following legally related family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Building Line	120-Feet
Minimum Lot Width at Street Line	120-Feet

Section 4.2 RSF-1, Single Family District

4.2.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a low density residential environment consisting of single family homes on large lots.

4.2.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.2.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.2.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.10: Bed and Breakfast Establishments*).

4.2.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*,

Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	30,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.35

Section 4.3 RSF-2, Single Family District

4.3.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a moderate density residential environment consisting of single family homes.

4.3.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.3.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.3.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.3.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8:*

Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	15,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	40-Feet
Maximum Ground Coverage Ratio	.35

Section 4.4 RSF-3, Single Family District

4.4.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a moderate density residential environment consisting of single family homes.

4.4.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.4.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.4.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.4.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8:*

Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	10,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	40-Feet
Maximum Ground Coverage Ratio	.35

Section 4.5 RSF-4, Single Family District

4.5.1 *Generally.* This zoning designation is provided to afford the opportunity for the choice of a moderate density residential development consisting of single family homes.

4.5.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.5.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.5.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.5.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8:*

Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area per Dwelling Unit	7,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

Section 4.6 RTF-4, Two Family District

4.6.1 *Generally.* The intent of this zoning designation is to provide the opportunity for two family residential development.

4.6.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Two family dwellings.
- (e) Single family dwellings including manufactured housing and mobile homes.
- (f) Accessory structures and uses.
- (g) The following institutional use: church or similar religious facility.

4.6.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.6.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.6.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*,

Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Maximum Density	4 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	7,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Ground Coverage Ratio	.35

Section 4.7 RSF-6, Single Family District

4.7.1 Generally. This zoning designation is provided to afford the opportunity for the choice of a high density residential development consisting of single family homes.

4.7.2 Permitted uses. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.7.3 Conditional uses. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.7.4 Special exceptions. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as special exceptions:

- (a) The following local commercial use: bed and breakfast or tourist home. (See *Section 13.11: Bed and Breakfast Establishments*).
- (b) Boarding house, rooming house, lodging house, or dormitory.
- (c) Fraternity or sorority house.

4.7.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area per Unit	6,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

Section 4.8 RTF-6, Two Family District

4.8.1 *Generally.* The intent of this zoning designation is to provide the opportunity for two family residential development.

4.8.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Two family dwellings.
- (e) Single family dwellings including manufactured housing and mobile homes.
- (f) Accessory structures and uses.
- (g) The following institutional use: church or similar religious facility.

4.8.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.8.4 *Special exceptions.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as special exceptions:

- (a) The following local commercial use: bed and breakfast or tourist home. (see *Section 13.11: Bed and Breakfast Establishments*).
- (b) Boarding house, rooming house, lodging house, or dormitory.

(c) Fraternity or sorority house.

4.8.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Maximum Density	6 Dwelling Units per Acre
Minimum Lot Area per Unit	6,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

Section 4.9 RMF-6, Multiple Family District

4.9.1 *Generally.* The intent of this zoning designation is to provide the opportunity for multiple family residential development.

4.9.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Multiple family dwellings.
- (e) Two family dwellings.
- (f) Single family dwellings including manufactured housing and mobile homes.
- (g) Accessory structures and uses.
- (h) The following institutional use: church or similar religious facility.

4.9.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.9.4 *Special exceptions.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as special exceptions:

- (a) The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

(b) Boarding house, rooming house, lodging house, or dormitory.

(c) Fraternity or sorority house.

4.9.5 *Area and dimensional ordinances (single family and two family).* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Maximum Density	6 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	6,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

4.9.6 *Area and dimensional ordinances (multiple family).* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>3</u>
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	25-Feet
Maximum Density	6 Dwelling Units per Acre
Minimum Lot Area	22,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.80

4.9.7 *Townhouses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards 10-Feet	(exterior wall side yards)
Maximum Density	6 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	2,500 Square Feet
Minimum Lot Width at Building Line	25-Feet
Minimum Lot Width at Street Line	25-Feet
Maximum Ground Coverage Ratio	.80

Section 4.10 HDR, High Density Residential District

4.10.1 *Generally.* The intent of this zoning designation is to provide the opportunity for multiple family residential development, including apartments, condominiums, duplexes and townhouses, in a high density setting.

4.10.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) Extraction or removal of natural resources on or under land.
- (b) Water well (public or private).
- (c) Silviculture.
- (d) Multiple family dwellings (apartments and condominiums).
- (e) Two family dwellings.
- (f) Townhouses.
- (g) Single Family Dwellings.
- (h) Accessory structures and uses.
- (i) Church or similar religious facility.

4.10.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) Country club.

4.10.4 *Area and dimensional ordinances (single family and two family).* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Maximum Density	12 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	6,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

4.10.5 *Area and dimensional ordinances (multiple family)*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	50
<u>Maximum Height in Habitable Stories</u>	<u>4</u>
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	25-Feet
Maximum Density	12 Dwelling Units per Acre
Minimum Lot Area	22,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.80

4.10.6 *Townhouses*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	10-Feet (exterior wall side yards)
Maximum Density	12 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	2,500 Square Feet
Minimum Lot Width at Building Line	25-Feet
Minimum Lot Width at Street Line	25-Feet
Maximum Ground Coverage Ratio	.80

4.10.7 *Open space requirement.* A minimum of 10% of the gross land area developed under the HDR designation shall be set aside as permanent open space to include amenities, common areas and recreation facilities.

4.10.8 *Lighting standards.* The maximum height of exterior lights shall be 25-feet. The intensity, location, and design of lighting shall be such that not more than one foot candle of light is cast upon adjacent property or public rights-of-way. Light fixtures shall be designed to cast light downward. Where necessary, cut-off devices shall be used to minimize glare off premises. No light shall be aimed directly toward properties designated single family residential, which are located within 200-feet of the source of the light.

4.10.9 *Landscaping and buffering.* All HDR, High Density Residential District, properties shall meet the requirements of *Article 17: Landscaping and Buffers*.

4.10.10 HDR, High Density Residential District, shall not be available in Planning District 25.

Article 22 Definitions

Section 22.1 Usage

Except as otherwise provided herein, all words shall have the customary dictionary meaning. The present tense includes the future tense and the future tense includes the present tense. The singular number includes the plural and the plural includes the singular. The word "person" includes a firm, corporation, association, organization, trust, or partnership. The word "building" includes "structure." The words "shall" and "will" are always mandatory. The word "used" or "occupied" as applied to any land or buildings shall be construed to include the words "intended, arranged, or designed to be used or occupied."

Section 22.2 Words and Terms Defined

As used in these ordinances, the following words and terms shall have the meaning defined:

Story. That portion of a building included between the surface of any floor and the surface of the next floor above it, or if there is no floor above it, then the space between such floor and the ceiling next above it.

Story, habitable. A story having its floor elevated at or above base flood elevation as determined from the flood insurance rate maps, regardless of the intended use of the story or its floor area.

Story, half (½). A space under a sloping roof in which not more than one-half (½) of the floor area is finished off for use. A half story containing independent apartment or living quarters shall be counted as a full story.

BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case # TA-19002 and TA-19003

Text Amendment

Article 4 and Article 22

September 5, 2019

Motion: TO RECOMMEND APPROVAL

Made by: Brandon Bias

Motion Seconded by: Bonnie Lowry

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis	-	-
Kevin Murphy	X	
Bonnie Lowry	X	
Daniel Nance	X	
Brandon Bias	X	
Arthur Oken	X	
Nancy Mackey	X	
Robert Davis	X	
Plumer Tonsmeire	X	

**The Chairman only votes in the event of a tie*

MOTION CARRIED ON A VOTE OF 8-0

1 approval to the County Commission, is there a
2 second?

3 COMMISSION MEMBER DANIEL NANCE: Second.

4 PLANNING AND ZONING COMMISSION CHAIRMAN

5 SAM DAVIS: There's a second. All in favor, say
6 aye.

7 (Commission Members say "aye" in unison.)

8 PLANNING AND ZONING COMMISSION CHAIRMAN

9 SAM DAVIS: Any opposed, same sign.

10 (No response.)

11 PLANNING AND ZONING COMMISSION CHAIRMAN

12 SAM DAVIS: Unanimous.

13 (Applause.)

14

15 9-B - TA-19002, ARTICLE 4, RESIDENTIAL DISTRICT AS IT

16 PERTAINS TO MAXIMUM HEIGHT AND TA-19003, ARTICLE 22,

17 DEFINITIONS AS IT PERTAINS TO THE DEFINITION OF

18 HALF-STORY

19 PLANNING AND ZONING COMMISSION CHAIRMAN

20 SAM DAVIS: Next case is TA-19002 and case

21 TA-19003.

22 MR. VINCE JACKSON: Yes. We have -- we
23 have two separate case numbers that apply to two
24 different sections of the ordinance, but they're
25 related, so we put them under one staff report.

26 This would be an amendment to Article 4 of
27 Baldwin County Zoning Ordinance, Residential
28 Districts, pertaining to the maximum number of

1 habitable stories for residential structures; and
2 Article 22, definitions pertaining to the
3 definition for half-story.

4 And I want to point out, this will not be --
5 if this goes forward and is adopted by the County
6 Commission, this will not be applicable to
7 Planning District 25. The language in the local
8 provisions is what we'll go with in Planning
9 District 25. This language will govern the other
10 planning districts.

11 So we recommend approval. Basically, this
12 would be restoring the height limits for
13 residential structures that were removed in 2009.

14 And in looking through the proposed language,
15 you can see the proposed additions highlighted in
16 red. As with the previous request, this would be
17 a recommendation to the County Commission. And
18 the staff recommends approval.

19 PLANNING AND ZONING COMMISSION CHAIRMAN
20 SAM DAVIS: Has no one signed up in support or
21 opposition to this?

22 MR. VINCE JACKSON: No.

23 PLANNING AND ZONING COMMISSION CHAIRMAN
24 SAM DAVIS: Okay. Technically, we have open the
25 public hearing. So it's open. Is there anyone
26 that has any comments, pro or con, on this
27 case -- two cases?

28 (No response.)

1 PLANNING AND ZONING COMMISSION CHAIRMAN

2 SAM DAVIS: There being none, we're going to
3 close the public hearing.

4 Staff has recommended approval of both cases.
5 Is there a motion to do so?

6 COMMISSION MEMBER BRANDON BIAS: So
7 moved, Mr. Chairman.

8 PLANNING AND ZONING COMMISSION CHAIRMAN

9 SAM DAVIS: Okay. We have a motion to recommend
10 approval. Is there a second?

11 COMMISSION MEMBER BONNIE LOWRY: Second.

12 PLANNING AND ZONING COMMISSION CHAIRMAN

13 SAM DAVIS: Got a second. All in favor, say aye.

14 (Commission Members say "aye" in unison.)

15 PLANNING AND ZONING COMMISSION CHAIRMAN

16 SAM DAVIS: All opposed, same sign.

17 (No response.)

18 PLANNING AND ZONING COMMISSION CHAIRMAN

19 SAM DAVIS: Unanimously approved.

20

21 **11 - NEW BUSINESS**

22

23 **11-A - AMENDMENTS TO THE PLANNING COMMISSION Bylaws**

24 PLANNING AND ZONING COMMISSION CHAIRMAN

25 SAM DAVIS: Looks like we're down to the last
26 one. Agenda Item 11-A, amendments to the bylaws
27 of the Baldwin County Planning and Zoning
28 Commission.

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2020-002

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. TA-19002 and Case TA-19003, concerning text amendments to Article 4 and Article 22, of the *Baldwin County Zoning Ordinance***, SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

WHEREAS, the need has arisen to amend certain provisions of Article 4 and Article 22 of the *Baldwin County Zoning Ordinance*, as these articles pertain to the maximum number of habitable stories for residential structures and the definition for “Half-Story”; and,

WHEREAS, regulatory language which would amend Article 4 and Article 22 in the *Baldwin County Zoning Ordinance*, has been prepared; and,

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on September 5, 2019, and voted to recommend approval of the amendment; and,

WHEREAS, the Baldwin County Commission held a public hearing on October 15, 2019; and,

WHEREAS, the requirements of Section 45-2-261 through Section 45-2-261.18, Code of Alabama (1975), regarding procedures to amend the Zoning Ordinance have been met; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that the text amendments to Article 4 and Article 22 of the *Baldwin County Zoning Ordinance*, as found in Attachment “A”, are hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **15th** day of **October 2019**.

Charles F. Gruber, Chairman

ATTEST:

Wayne A. Dyess, County Administrator

Attachment “A”

Article 4 Residential Districts (DRAFT)

Section 4.1 RSF-E, Residential Single Family Estate District

4.1.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a very low density residential environment consisting of single family homes on estate size lots.

4.1.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) Agricultural uses.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.1.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.1.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.1.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	80,000 Square Feet
Minimum Lot Width at Building Line	165-Feet
Minimum Lot Width at Street Line	165-Feet
Maximum Ground Coverage Ratio	.35

4.1.6 *Area and dimensional modifications.* Within the RSF-E district, area and dimensional requirements may be reduced, as set forth below, where property is divided among the following legally related family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Building Line	120-Feet
Minimum Lot Width at Street Line	120-Feet

Section 4.2 RSF-1, Single Family District

4.2.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a low density residential environment consisting of single family homes on large lots.

4.2.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).

(c) The following agricultural uses: Silviculture.

(d) Single family dwellings including manufactured housing and mobile homes.

(e) Accessory structures and uses.

(f) The following institutional use: church or similar religious facility.

4.2.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

(a) Outdoor recreation uses.

(b) The following institutional uses: day care home; fire station; school (public or private).

(c) The following general commercial uses: country club.

4.2.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.10: Bed and Breakfast Establishments*).

4.2.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	30,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.35

Section 4.3 RSF-2, Single Family District

4.3.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a moderate density residential environment consisting of single family homes.

4.3.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.3.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.3.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.3.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway*

Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	15,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	40-Feet
Maximum Ground Coverage Ratio	.35

Section 4.4 RSF-3, Single Family District

4.4.1 *Generally*. This zoning district is provided to afford the opportunity for the choice of a moderate density residential environment consisting of single family homes.

4.4.2 *Permitted uses*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.4.3 *Conditional uses*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).

(c) The following general commercial uses: country club.

4.4.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.4.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	10,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	40-Feet
Maximum Ground Coverage Ratio	.35

Section 4.5 RSF-4, Single Family District

4.5.1 *Generally.* This zoning designation is provided to afford the opportunity for the choice of a moderate density residential development consisting of single family homes.

4.5.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

(a) The following general industrial uses: extraction or removal of natural resources on or under land.

(b) The following transportation, communication, and utility uses: water well (public or private).

(c) The following agricultural uses: Silviculture.

(d) Single family dwellings including manufactured housing and mobile homes.

(e) Accessory structures and uses.

(f) The following institutional use: church or similar religious facility.

4.5.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

(a) Outdoor recreation uses.

(b) The following institutional uses: day care home; fire station; school (public or private).

(c) The following general commercial uses: country club.

4.5.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.5.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area per Dwelling Unit	7,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

Section 4.6 RTF-4, Two Family District

4.6.1 *Generally.* The intent of this zoning designation is to provide the opportunity for two family residential development.

4.6.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

(a) The following general industrial uses: extraction or removal of natural resources on or under land.

(b) The following transportation, communication, and utility uses: water well (public or private).

(c) The following agricultural uses: Silviculture.

(d) Two family dwellings.

(e) Single family dwellings including manufactured housing and mobile homes.

(f) Accessory structures and uses.

(g) The following institutional use: church or similar religious facility.

4.6.3 Conditional uses. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

(a) Outdoor recreation uses.

(b) The following institutional uses: day care home; fire station; school (public or private).

(c) The following general commercial uses: country club.

4.6.4 Special exception. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.6.5 Area and dimensional ordinances. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet

Maximum Density	4 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	7,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Ground Coverage Ratio	.35

Section 4.7 RSF-6, Single Family District

4.7.1 *Generally.* This zoning designation is provided to afford the opportunity for the choice of a high density residential development consisting of single family homes.

4.7.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.7.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.7.4 *Special exceptions.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as special exceptions:

(a) The following local commercial use: bed and breakfast or tourist home.
(See *Section 13.11: Bed and Breakfast Establishments*).

(b) Boarding house, rooming house, lodging house, or dormitory.

(c) Fraternity or sorority house.

4.7.5 Area and dimensional ordinances. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area per Unit	6,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

Section 4.8 RTF-6, Two Family District

4.8.1 Generally. The intent of this zoning designation is to provide the opportunity for two family residential development.

4.8.2 Permitted uses. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

(a) The following general industrial uses: extraction or removal of natural resources on or under land.

(b) The following transportation, communication, and utility uses: water well (public or private).

(c) The following agricultural uses: Silviculture.

(d) Two family dwellings.

(e) Single family dwellings including manufactured housing and mobile homes.

(f) Accessory structures and uses.

(g) The following institutional use: church or similar religious facility.

4.8.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

(a) Outdoor recreation uses.

(b) The following institutional uses: day care home; fire station; school (public or private).

(c) The following general commercial uses: country club.

4.8.4 *Special exceptions.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as special exceptions:

(a) The following local commercial use: bed and breakfast or tourist home. (see *Section 13.11: Bed and Breakfast Establishments*).

(b) Boarding house, rooming house, lodging house, or dormitory.

(c) Fraternity or sorority house.

4.8.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Maximum Density	6 Dwelling Units per Acre
Minimum Lot Area per Unit	6,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

Section 4.9 RMF-6, Multiple Family District

4.9.1 *Generally.* The intent of this zoning designation is to provide the opportunity for multiple family residential development.

4.9.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Multiple family dwellings.
- (e) Two family dwellings.
- (f) Single family dwellings including manufactured housing and mobile homes.
- (g) Accessory structures and uses.
- (h) The following institutional use: church or similar religious facility.

4.9.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.9.4 *Special exceptions.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as special exceptions:

- (a) The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

(b) Boarding house, rooming house, lodging house, or dormitory.

(c) Fraternity or sorority house.

4.9.5 *Area and dimensional ordinances (single family and two family).* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Maximum Density	6 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	6,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

4.9.6 *Area and dimensional ordinances (multiple family).* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>3</u>
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	25-Feet
Maximum Density	6 Dwelling Units per Acre
Minimum Lot Area	22,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.80

4.9.7 *Townhouses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards 10-Feet	(exterior wall side yards)
Maximum Density	6 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	2,500 Square Feet
Minimum Lot Width at Building Line	25-Feet
Minimum Lot Width at Street Line	25-Feet
Maximum Ground Coverage Ratio	.80

Section 4.10 HDR, High Density Residential District

4.10.1 *Generally*. The intent of this zoning designation is to provide the opportunity for multiple family residential development, including apartments, condominiums, duplexes and townhouses, in a high density setting.

4.10.2 *Permitted uses*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) Extraction or removal of natural resources on or under land.
- (b) Water well (public or private).
- (c) Silviculture.
- (d) Multiple family dwellings (apartments and condominiums).
- (e) Two family dwellings.
- (f) Townhouses.
- (g) Single Family Dwellings.
- (h) Accessory structures and uses.
- (i) Church or similar religious facility.

4.10.3 *Conditional uses*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.

(b) The following institutional uses: day care home; fire station; school (public or private).

(c) Country club.

4.10.4 *Area and dimensional ordinances (single family and two family).* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Maximum Density	12 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	6,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

4.10.5 *Area and dimensional ordinances (multiple family).* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	50
<u>Maximum Height in Habitable Stories</u>	<u>4</u>
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	25-Feet
Maximum Density	12 Dwelling Units per Acre
Minimum Lot Area	22,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.80

4.10.6 *Townhouses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	10-Feet (exterior wall side yards)
Maximum Density	12 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	2,500 Square Feet
Minimum Lot Width at Building Line	25-Feet
Minimum Lot Width at Street Line	25-Feet
Maximum Ground Coverage Ratio	.80

4.10.7 *Open space requirement.* A minimum of 10% of the gross land area developed under the HDR designation shall be set aside as permanent open space to include amenities, common areas and recreation facilities.

4.10.8 *Lighting standards.* The maximum height of exterior lights shall be 25-feet. The intensity, location, and design of lighting shall be such that not more than one foot candle of light is cast upon adjacent property or public rights-of-way. Light fixtures shall be designed to cast light downward. Where necessary, cut-off devices shall be used to minimize glare off premises. No light shall be aimed directly toward properties designated single family residential, which are located within 200-feet of the source of the light.

4.10.9 *Landscaping and buffering.* All HDR, High Density Residential District, properties shall meet the requirements of *Article 17: Landscaping and Buffers*.

4.10.10 HDR, High Density Residential District, shall not be available in Planning District 25.

Article 22 Definitions

Section 22.1 Usage

Except as otherwise provided herein, all words shall have the customary dictionary meaning. The present tense includes the future tense and the future tense includes the present tense. The singular number includes the plural and the plural includes the singular. The word "person" includes a firm, corporation, association, organization, trust, or partnership. The word "building" includes "structure." The words "shall" and "will" are always mandatory. The word "used" or "occupied" as applied to any land or buildings shall be construed to include the words "intended, arranged, or designed to be used or occupied."

Section 22.2 Words and Terms Defined

As used in these ordinances, the following words and terms shall have the meaning defined:

Story. That portion of a building included between the surface of any floor and the surface of the next floor above it, or if there is no floor above it, then the space between such floor and the ceiling next above it.

Story, habitable. A story having its floor elevated at or above base flood elevation as determined from the flood insurance rate maps, regardless of the intended use of the story or its floor area.

Story, half (½). A space under a sloping roof in which not more than one-half (½) of the floor area is finished off for use. A half story containing independent apartment or living quarters shall be counted as a full story.



Baldwin County Commission

Agenda Action Form

File #: 19-2179, **Version:** 1

Item #: G5

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Vince Jackson, Planning Director

Submitted by: Vince Jackson, Planning Director

ITEM TITLE

Case TA-19001 - Amendments to the Baldwin County Zoning Ordinance, Article 2, Section 2.3.25.3, Local Provisions for Planning District 25

STAFF RECOMMENDATION

Adopt Resolution #2020-001, which APPROVES amendments to the text of Amendments to Article 2 of the Baldwin County Zoning Ordinance, Local Provisions for Planning District 25, pertaining to the removal of HDR, High Density Residential District, establishment of a two (2) habitable story maximum height for single family and two family dwellings, establishment of dune walkover requirements and standards, and establishment of Planning and Zoning considerations for Coastal High Hazard Areas and Flood Hazard Areas (Section 2.3.25.3).

BACKGROUND INFORMATION

Previous Commission action/date: August 15, 2017

Background: Planning District 25 (Fort Morgan) is one of the most unique and environmentally sensitive areas in Baldwin County. Recently, the Planning staff has become aware of numerous concerns and issues facing the planning district. Through discussions with and input from the Fort Morgan Planning and Zoning Advisory Committee, the Fort Morgan Civic Association, the Fort Morgan Volunteer Fire Department and various citizens, staff has developed a series of amendments to the Planning District 25 Local Provisions. The amendments include the following:

- Removal of HDR, High Density Residential District, as an available zoning designation in Planning District 25. This will also include a statement under Section 4.10. (See staff report for Case TA-19002 and Case TA-19003).
- Establishment of a maximum building height limit of two (2) habitable stories for single family and two family dwellings.
- Establishment of requirements and standards for dune walkovers.
- Establishment of Planning and Zoning considerations for the Coastal High Hazard Area (CHHA) and Flood Hazard Area (FHA). The section provides definitions and objectives as well as standards for future rezoning requests. A map indicating the Coastal High Hazard Area and Flood Hazard Area is included.

The Planning Commission considered the amendments on September 5, 2019, and voted to recommend APPROVAL to the County Commission.

The proposed amendments are included with the staff report and resolution which are attached to this agenda item. Additions highlighted in red and underlined.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes. Gulf Coast Newspapers.

If the proof of publication affidavit is not attached, list the reason: Forthcoming from staff.

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Planning and Zoning Department

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Update text and publish amended versions of the *Baldwin County Zoning Ordinance*.

Additional instructions/notes: N/A



Baldwin County Planning & Zoning Department

Baldwin County Commission Staff Report

Agenda Item

Case No. TA-19001

Amendments to the *Baldwin County Zoning Ordinance*, Article 2
Local Provisions for Planning District 25 (Section 2.3.25.3)
October 15, 2019

Proposed Amendment Information

General Information: Amendments to Article 2 of the Baldwin County Zoning Ordinance, Local Provisions for Planning District 25, pertaining to the removal of HDR, High Density Residential District, establishment of a two (2) habitable story maximum height for single family and two family dwellings, establishment of dune walkover requirements and standards, and establishment of Planning and Zoning considerations for Coastal High Hazard Areas and Flood Hazard Areas (Section 2.3.25.3)

Lead Staff: Vince Jackson, Planning Director

Attachments: Text of Proposed Amendments

Summary and Recommendation

I. DISCUSSION:

Planning District 25 (Fort Morgan) is one of the most unique and environmentally sensitive areas in Baldwin County. Recently, the Planning staff has become aware of numerous concerns and issues facing the planning district. Through discussions with and input from the Fort Morgan Planning and Zoning Advisory Committee, the Fort Morgan Civic Association, the Fort Morgan Volunteer Fire Department and various citizens, staff has developed a series of amendments to the Planning District 25 Local Provisions. The amendments include the following:

- Removal of HDR, High Density Residential District, as an available zoning designation in Planning District 25. This will also include a statement under Section 4.10. (See staff report for Case TA-19002 and Case TA-19003).
- Establishment of a maximum building height limit of two (2) habitable stories for single family and two family dwellings.
- Establishment of requirements and standards for dune walkovers.
- Establishment of Planning and Zoning considerations for the Coastal High Hazard Area (CHHA) and Flood Hazard Area (FHA). The section provides definitions and objectives as well as standards for future rezoning requests. A map indicating the Coastal High Hazard Area and Flood Hazard Area is included.

A copy of Section 2.3.25 with the proposed new language underlined and highlighted in red is listed below.

II. RECOMMENDATION:

Staff recommends **APPROVAL** of the proposed amendments to the *Baldwin County Zoning Ordinance*, Article 2, Local Provisions for Planning District 25 (Section 2.3.25.3). *

**On amendments to the zoning ordinance, the County Commission will make the final decision.*

2.3.25 **Planning District 25. (DRAFT)**

2.3.25.1 Effective Date

On June 19, 1992, a majority of qualified electors in Planning District 25 voted to institute County Zoning. On November 16, 1993, the County Commission adopted the Planning District 25 Zoning Map and Ordinances.

2.3.25.2 District Boundaries

A legal description of the boundaries for Planning District 25 may be found under Appendix A.

2.3.25.3 Local Provisions for Planning District 25

- (a) Multiple family buildings in the “RMF-6, Multiple Family” district may be erected to a maximum height of seven (7) habitable stories. The required side yards shall be increased by 4-feet for each additional

story over two (2) habitable stories. The maximum impervious surface ratio shall not exceed .50.

(b) No PRD development is allowed to exceed maximum height requirements by more than 10-feet or 1 story.

(c) Off-street Parking.

As a supplement to Section 15.2, Parking Schedule, the following off-street parking requirements shall be applicable to single family dwellings and two-family dwellings:

1. Up to Four (4) Bedrooms: Two (2) spaces per dwelling unit.
2. Up to Six (6) Bedrooms: Three (3) spaces per dwelling unit.
3. Seven (7) Bedrooms and more: Four (4) spaces per dwelling unit, plus one (1) additional space per dwelling unit for every bedroom over eight (8).

(d) HDR, High Density Residential District, shall not be available in Planning District 25.

(e) The maximum height of single family and two family structures shall be limited to two (2) habitable stories.

(f) Dune Walkovers.

1. As used in this section, the following definition shall apply:

Dune walkover. A raised walkway constructed for the purpose of protecting the beach and dune system between mean high tide and the construction control (CCL) line from damage that may result from anticipated pedestrian traffic to the beach, and which is no more than six (6) feet in width for multiple family/commercial/public structures, no more than four (4) feet in width for single family/two family structures, constructed without roof or walls, elevated at least one (1) foot above the dune, and extends seaward of the seaward vegetation line.

2. Land Use Certificate.

A. A land use certificate which meets the requirements of Section 18.2, as well as the standards found herein, shall be submitted to and approved by the Zoning Administrator, or his/her designee, prior to the issuance of a building permit.

- B. A recent survey showing the location, size and alignment of all proposed structures and the ADEM CCL and property lines shall be submitted along with the required land use certificate application. Said survey shall be prepared and stamped by a Professional Land Surveyor registered in the State of Alabama.
3. A dune walkover shall be constructed to the following standards:
- A. There shall be no more than one (1) dune walkover per parcel.
 - B. Dune walkovers shall begin at the existing ground level elevation of the principal landward structure.
 - C. The maximum width of the dune walkover structure shall be no more than four (4) feet for single family/two family structures and no more than six (6) feet for multiple family/commercial/public structures. Maximum widths shall be applicable to all sections of the dune walkover structure, including but not limited to steps, ramps, landings and decks.
 - D. The minimum elevation from the bottom of floor joists of the dune walkover shall be no less than one (1) foot and no more than three (3) feet above the maximum elevation of the dune system being traversed.
 - E. No vertical or horizontal structures shall be allowed above thirty-eight (38) inches from the walking surface, i.e., roofs, walls, pergolas, etc.
 - F. Handrails, if any, shall be no higher than thirty-six (36) to thirty-eight (38) inches above the walking service for Single and Two Family Dwellings.
 - G. The dune walkover shall terminate ten (10) feet seaward of the vegetative line of the dune.
 - H. The location and length of the dune walkover is to be coordinated through and approved by the delegated authority of the Alabama Department of Environmental Management (ADEM) and the U.S. Fish and Wildlife Service.
 - I. No lighting shall be utilized on a dune walkover.
 - J. No dune walkover construction shall occur during the sea turtle nesting season from May 1 through November 1.

(g) Planning and Zoning Considerations in the Coastal High Hazard Area and Flood Hazard Areas in Planning District 25 (Fort Morgan).

1. Purpose:

- A. Fort Morgan contains areas of significant natural beauty, history and unique wildlife. With such assets comes unique vulnerabilities. These vulnerabilities include, but are not limited to, tropical storm damage, flooding, wetland habitat, protected or endangered species, Native American archeological sites and National Historic Landmarks. Further, Act 2015-411, which amends Act 91-719, requires “In performing its functions related to planning and zoning, the Baldwin County Planning and Zoning Commission and the Baldwin County Commission shall specifically consider the historical nature of existing development within the Fort Morgan District, the historical and environmental character of the district, and the unique needs of the district related to hurricane safety and infrastructure for potential evacuation.”
- B. The most imminent threat is to property and lives subject to tropical storm events. The Coastal High Hazard Area (CHHA) is an area particularly vulnerable to the effects of damage from tropical storm events. The CHHA contains the most vulnerable areas of Fort Morgan and thus protection and oversight is needed and justified to protect future populations and property.

2. Objectives of these considerations in the Coastal High Hazard Area (CHHA) and Flood Hazard Area (FHA) are to:

- A. Limit the amount of infrastructure, both private and public in the Coastal High Hazard Area (CHHA)
- B. Limit the magnitude of public loss and mitigation of private loss and investment
- C. Increase the degree of protection to private property and lives of residents and visitors in storm events
- D. Reduce the risk and exposure of lives and property during storm events

3. Coastal High Hazard Area Defined:

The Coastal High Hazard Area (CHHA) of Baldwin County is: “the area below the elevation of the Category 1 Storm Surge Line as

established by a Sea, Lake, and Overland Surges from Hurricane (SLOSH) computerized storm surge model.” Baldwin County will use the CHHA Map, provided by National Oceanic and Atmospheric Administration (NOAA), as the delineation of the CHHA and will use the most current SLOSH model to maintain the map. Additionally, in the interest of public safety regarding ingress and egress from and through said hazard areas, any “enclaves” which are not located in either the flood zone or Category 1 storm surge areas, but are surrounded by such hazard areas, will be considered as part of the Coastal Hazard Area. The CHHA Map is attached herein as attachment “A”. Because the boundaries of the CHHA are subject to change, site design and building typology in the CHHA will be based on the CHHA line in effect at the time of development. In addition to the CHHA, areas subject to this consideration also are V-Zones¹ and Coastal Barrier Resources System² (CBRS) areas as indicated on the FEMA Flood Maps.

<http://noaa.maps.arcgis.com/apps/MapSeries/index.html?appid=d9ed7904dbec441a9c4dd7b277935fad&entry=1>

<https://alabamaflood.com/map>

4. Rezoning Considerations in the Coastal High Hazard Area of Fort Morgan:

Increases in density and intensity through rezoning or similar land use changes in the Coastal High Hazard Area (CHHA) in Fort Morgan are prohibited.

5. Rezoning Considerations in Flood Hazard Areas of Fort Morgan:

¹ According to FEMA and the National Flood Insurance Program, any building located in an A or V zone is considered to be in a Special Flood Hazard Area, and is lower than the Base Flood Elevation. V zones are the most hazardous of the Special Flood Hazard Areas. V zones generally include the first row of beachfront properties. The hazards in these areas are increased because of wave velocity - hence the V designation. Flood insurance is mandatory in V zone areas.

² The Coastal Barrier Resources Act (CBRA) of 1982 established the John H. Chafee Coastal Barrier Resources System (CBRS), a defined set of coastal barrier units located along the Atlantic, Gulf of Mexico, Great Lakes, Puerto Rico, and U.S. Virgin Island coasts. These areas are delineated on a set of maps that are enacted into law by Congress and maintained by the Department of the Interior through the U.S. Fish and Wildlife Service (Service). Most new Federal expenditures and financial assistance are prohibited within the CBRS. The prohibition that is most significant to homeowners and insurance agents is the denial of Federal flood insurance through the National Flood Insurance Program (NFIP) for new or substantially improved structures within the CBRS. CBRA does not prevent development, and it imposes no restrictions on development conducted with non-Federal funds. Congress enacted CBRA to minimize the loss of human life, wasteful Federal expenditures, and the damage to natural resources associated with coastal barriers.

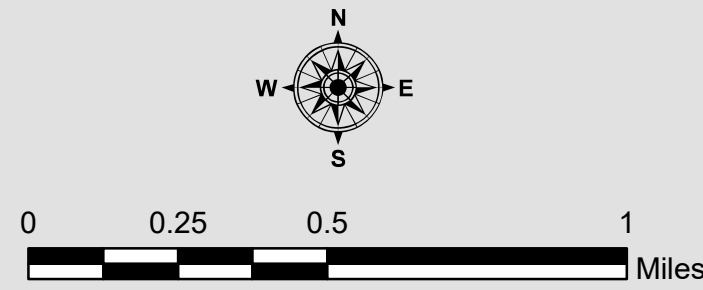
Increases in density and intensity through rezoning or similar land use changes in the Flood Hazard Areas (FHA) in Fort Morgan should be limited to low density single family uses.

<https://alabamaflood.com/map>

6. Development Exemptions and Clustering

Lots of record, as defined by the Baldwin County Subdivision Regulations, may be developed in accordance with subdivision regulations. When properties contain either CHHA or FHA areas, clustering of development through Planned developments, away from areas of highest hazard exposure is strongly encouraged. Lands outside the clustered development should be set aside through conservation easements or similar methods of preservation.

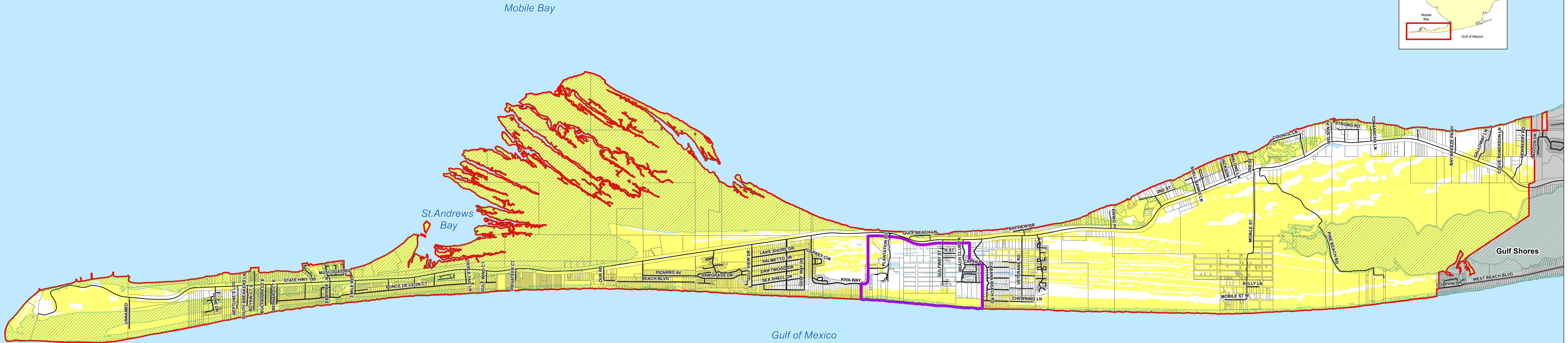
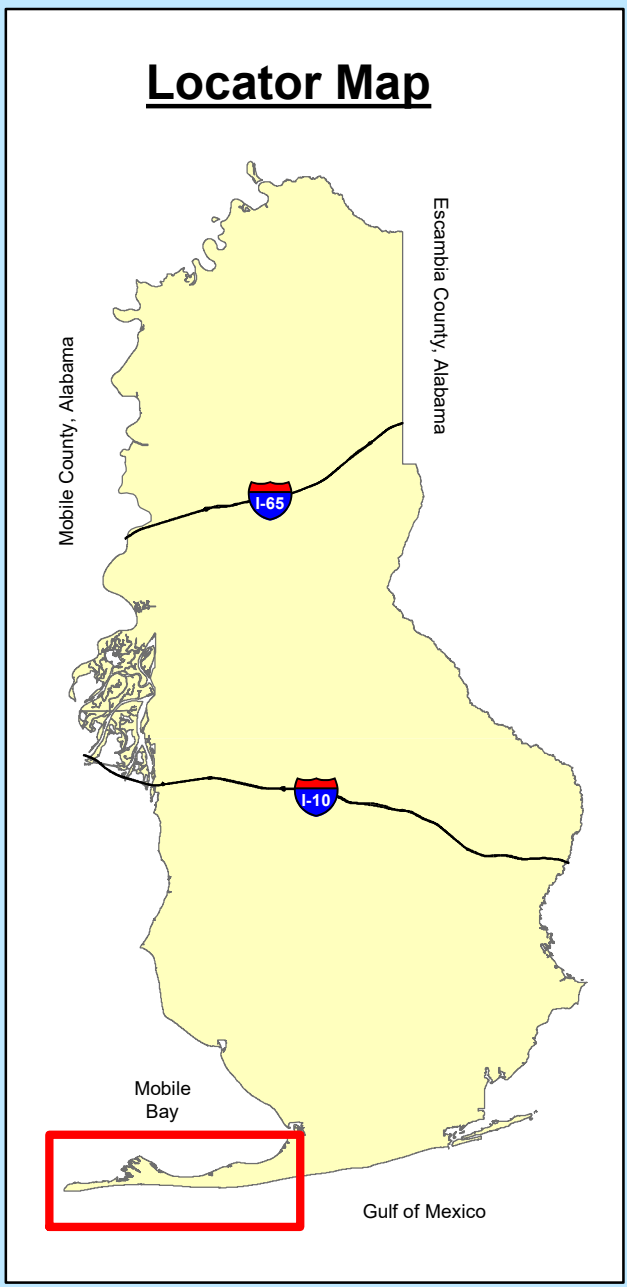
PLANNING DISTRICT 25 FLOOD HAZARD AREA & COASTAL HIGH HAZARD AREA



The information contained in this representation of digital data distributed by the Baldwin County Commission's Planning and Zoning Department is derived from a variety of public and private sources and is considered to be dependable. However, the accuracy, completeness, and currency thereof are not guaranteed. The Baldwin County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability of information or data contained in or generated from the County Geographic Database for any particular purpose. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof assume no liability associated with the use of this data, and assume no responsibility to maintain it in any matter or form. For more information concerning this map call 251.580.1655.

Legend

- Coastal High Hazard Area
- Flood_Hazard_Area_in_PD_25
- Gulf Beach Overlay District
- Planning Districts
- Tax Parcel
- City Limits
- 911 STREETS
- County Maintained
 - ASPHALT
 - GRAVEL/DIRT



BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case # TA-19001

Text Amendment

Article 2, Section 2.3.25

September 5, 2019

Motion: TO RECOMMEND APPROVAL

Made by: Bonnie Lowry

Motion Seconded by: Daniel Nance

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis	-	-
Kevin Murphy	X	
Bonnie Lowry	X	
Daniel Nance	X	
Brandon Bias	X	
Arthur Oken	X	
Nancy Mackey	X	
Robert Davis	X	
Plumer Tonsmeire	X	

**The Chairman only votes in the event of a tie*

MOTION CARRIED ON A VOTE OF 8-0

1 (No response.)

2 PLANNING AND ZONING COMMISSION CHAIRMAN

3 SAM DAVIS: Passed unanimously.

4 (Applause.)

5 PLANNING AND ZONING COMMISSION CHAIRMAN

6 SAM DAVIS: Let me ask you to keep the noise down
7 so we can go ahead with the meeting.

8

9 **9 - TEXT AMENDMENTS**

10

11 **9A - TA-19001, ARTICLE 2, SECTION 2.3.25 LOCAL**

12 **PROVISIONS FOR PLANNING DISTRICT 25**

13 PLANNING AND ZONING COMMISSION CHAIRMAN

14 SAM DAVIS: Next case is TA-19001. Staff report?

15 Folks, folks, I'll ask again -- If you could
16 clear them on out of here. If you could ask
17 people to go on outside.

18 MR. VINCE JACKSON: Okay. Moving on.

19 Our next items involve some amendments to the
20 text of the zoning ordinance. You actually have
21 three case numbers. The first case number --

22 PLANNING AND ZONING COMMISSION CHAIRMAN

23 SAM DAVIS: DJ, could you ask -- could you help
24 them move on outside to the lobby?

25 MR. VINCE JACKSON: Case TA-19001 would
26 be an amendment to the Article 2, Section 2.3.25.
27 These are the local provisions for Planning
28 District 25. And we have a series of amendments

1 which would apply to -- specifically to this
2 planning district.

3 We have received a number of e-mails in
4 support of these proposed amendments. We have
5 also have begun receiving e-mails that have
6 expressed some opposition or concern.

7 And I want to -- I want to clarify something.
8 One of these items that seems to be biggest
9 concern has to do with the establishment of a
10 maximum height limit in terms of habitable
11 stories. That is part of the amendment -- the
12 proposed amendment -- that we are considering
13 tonight.

14 Some of the letters of opposition are talking
15 about parking provisions. We are not considering
16 any changes related to parking with this
17 amendment.

18 We adopted parking standards for Planning
19 District 25 two years ago. We have an existing
20 provision that applies to the stacked parking
21 issue. But we are not doing anything with this
22 amendment that further addresses parking at this
23 time.

24 We did initially have a statement in here
25 about stacked parking in some of our initial
26 drafts. But because of the existing language, we
27 felt like including that would be redundant.

28 And so I want to be clear that we're not --

1 we're not discussing parking tonight. That is
2 not part of what is been proposed.

3 There are additional issues related to
4 parking that we would like to discuss with some
5 of the residents in the area, but those will need
6 to be handled under a separate amendment at
7 different time.

8 So getting started, as I stated, these would
9 be amendments to the local provisions for
10 Planning District 25. This is Article 2, Section
11 2.3.25.3.

12 As you look at the draft of the text, the
13 proposed additions to the text would be
14 highlighted in red.

15 The first amendment that we're proposing --
16 And this was actually touched on already -- would
17 be removal of the HDR, High Density Residential
18 District, as an available zoning designation in
19 Planning District 25. That, if approved, would
20 be listed as Paren D.

21 And this is something that we heard from some
22 of the residents early on when we first adopted
23 HDR, that the Planning District 25 essentially
24 can't support that kind of density, given the
25 unique environmental and coastal characteristics
26 of the area.

27 We didn't want to, right out of the gate,
28 with a new amendment, immediately exclude one

1 planning district. So we felt like it was a good
2 idea to wait a while.

3 But we are bringing that forward now. And
4 that's simple enough. We would just state that
5 HDR is not available in Planning District 25.

6 Next, under E, the maximum height of
7 single-family and two-family structures shall be
8 limited to two (2) habitable stories.

9 Prior to 2009, for single-family and
10 two-family dwellings, we had a height limit of
11 two-and-a-half stories. In 2009, there was an
12 amendment that removed the limit of
13 two-and-a-half but we retained our height -- our
14 maximum height in feet, which is thirty-five (35)
15 feet. And that would not change.

16 In looking back, I think part of the reason
17 that we removed the two-and-a-half story height
18 limit, it had to do the half-story, itself.

19 It -- the definition was somewhat difficult.
20 It was difficult to review. It was difficult to
21 enforce. And I think there was a point where we
22 just thought it would be better if we didn't have
23 it at all.

24 Looking back at that, we're now ten years
25 removed, we think that really wasn't a good idea,
26 that we should have retained that half -- that
27 two-and-a-half story limit.

28 And when we're talking about half-story, what

1 we're talking about is an area under a sloped
2 roof where half of the area would be finished off
3 for habitation.

4 It wouldn't be the whole area. It wouldn't
5 be an area that was equal to the floor below, but
6 it would be a half area. And it would be under a
7 sloped roof.

8 But I want to show some pictures that were
9 provided to us. This is a picture of a duplex
10 structure that was built without a limit in the
11 number of stories.

12 As you see, there are three stories. And
13 the -- the area underneath does not count as a
14 habitable story. This is in a flood zone, so
15 it's required to be elevated. So we don't count
16 that bottom part as a story; it's the three
17 stories above.

18 And you can see what a massive structure that
19 appears to be. It's still thirty-five (35) feet,
20 but you have a difference in the way it looks
21 when it's a full story versus a half-story.

22 Our original idea in bringing back
23 two-and-a-half stories was that that would be
24 what got approved throughout the zoning of the
25 county.

26 But in talking with residents of Fort Morgan
27 and attending some of the meetings of the Zoning
28 Advisory Committee, we heard that there was a

1 concern about a half-story, and that because of
2 safety issues, there was a belief that a limit of
3 two stories would be better.

4 And we actually received a letter from the
5 volunteer fire department. And I believe a copy
6 of that letter was provided to all of you
7 tonight.

8 In that letter, it states their concerns.
9 And it's not a concern with the height in feet.
10 It's a concern of height in stories. And it has
11 to do with the ability to rescue people in the
12 event of fires. But you do have a copy of that
13 letter.

14 We have had concerns expressed about the
15 two-story limit. And I'm sure there are people
16 who are here who would like to speak with you
17 about that tonight.

18 The next item, under F, would be standards
19 for dune walkovers. We -- we provide proposed
20 standards for dune walkovers. We provide a
21 definition and submission requirements.

22 And basically what we're talking about
23 with -- the minimum height would be one (1) foot
24 above the dune. The maximum height would be
25 three (3). And we provide different standards
26 about the width. We also provide some standards
27 about not allowing construction during the sea
28 turtle nesting season.

1 There was a good bit of concern expressed
2 from the residents about dune walkovers. Because
3 there was a dune walkover that actually extended
4 out from the raised deck of a structure.

5 And I believe that dune walkover is about
6 twelve (12) feet high, give or take. And that
7 prevents a visual barrier on the beach.

8 At the time, we were not regulating dune
9 walkovers through zoning. So there was nothing
10 that we could do. And so that's why we were
11 asked to develop some standards.

12 We've probably been working on the dune
13 walkover section for about two years. I think at
14 the time there was someone that approached one of
15 our Commissioners.

16 And so we began a dialog. We began a dialog
17 with some residents. I did some research into
18 the regulations that the City of Orange Beach
19 had, that the City of Gulf Shores has. I've
20 looked at regulations from other states.

21 And so I drafted something that I felt like
22 would fit in well with our ordinance, but that
23 would also address the concerns that had been
24 expressed to us as far as the dune walkovers.

25 The last part of our proposed amendments has
26 to do the planning and zoning considerations for
27 the coastal high hazard areas and the flood
28 hazard areas.

1 And these are areas that are identified on
2 the flood insurance maps. And without reading
3 everything that's in there, coastal high hazard
4 area, in a simplified definition, would be an
5 area that's subject to storm surge.

6 And then the flood hazard area would be the,
7 you know -- the actual flood zones as identified
8 on the flood insurance maps.

9 What we've provided is some definitions and
10 some considerations that we would use for future
11 re-zonings in the coastal high hazard area in
12 Planning District 25 and in the flood hazard
13 areas in Planning District 25.

14 There would also be this accompanying map,
15 which would be adopted as part of this. And we
16 would use this map to identify the locations of
17 the properties in terms of whether or not they
18 are in a flood zone, whether or not it's a flood
19 hazard area, whether or not coastal high hazard
20 area or V Zone.

21 And I think this, going forward, if this is
22 adopted, it will help to give us, the Planning
23 Commission and ultimately the County Commission,
24 some guidance in terms of the appropriate
25 recommendations to make for re-zoning
26 applications in Planning District 25.

27 As we state in the staff report, this is one
28 the most sensitive areas in the county. The area

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 09/05/2019

1 is facing numerous challenges. And we have
2 attempted to draft some regulations that we feel
3 like will help to address those issues and
4 concerns.

5 I know and realize there are a number of
6 people who are here tonight. And so I'm sure
7 some of them would like to address you.

8 So those will be all my comments for now, but
9 I will be glad to answer any questions you may
10 have.

11 PLANNING AND ZONING COMMISSION CHAIRMAN

12 SAM DAVIS: Any questions for Vince?

13 (No response.)

14 PLANNING AND ZONING COMMISSION CHAIRMAN

15 SAM DAVIS: Okay. Thank you.

16 We'll open the public hearing at this point.
17 There are multiple people signed up here to speak
18 for this. Who wants to go first?

19 (An audience member indicates.)

20 PLANNING AND ZONING COMMISSION CHAIRMAN

21 SAM DAVIS: Okay. And what I would ask for the
22 rest of the people is to listen closely to what
23 he has to say and limit any comments you have, if
24 you still wish to comment to something he has
25 missed. That way --

26 THE COURT REPORTER: State your name.

27 MR. JOE EMERSON: Joe Emerson.

28 PLANNING AND ZONING COMMISSION CHAIRMAN

1 SAM DAVIS: -- we can manage our time for all our
2 sakes.

3 MR. JOE EMERSON: All right. Now, thank
4 you for letting me speak this evening. My name
5 is Joe Emerson. I'm a resident of District 25.

6 I'm not speaking to you tonight as the
7 President of the Civic Association. I'll be
8 speaking to you as a resident.

9 I really want to thank all of the
10 representatives and people from our district for
11 showing up. It's a long drive up here. And
12 thank y'all for hanging.

13 I'd also like to recognize the multiple
14 people from our district and homeowners
15 throughout the area that have written in to you
16 guys, specifically Vince, with e-mails expressing
17 their support for this text amendment.

18 I'm speaking for the text amendments because
19 this is something that the Fort Morgan Planning
20 and Zoning Committee has been working on with the
21 County for multiple years now.

22 These amendments are going to help to resolve
23 some of the serious problems that we have in
24 District 25, if they're properly enforced.

25 These amendments will help to reduce impact
26 to our struggling infrastructure in District 25,
27 but also helping to reduce the constant problem
28 of public access to beaches versus private

1 property rights by significantly reducing future
2 densities.

3 Finally, these amendments will address public
4 safety concerns named by the Fort Morgan Fire and
5 Rescue in the letter drafted to Mr. Dyess on
6 July the 9th, 2019.

7 Before voting on this, I would like the
8 Commission to seriously consider Act 2015-411,
9 which amended that 91-719. I'm sure you guys are
10 familiar with, but I'll read it all the same:

11 *In performing its functions related to*
12 *planning and zoning, the Baldwin County*
13 *Planning and Zoning Commission and the*
14 *County Commission shall specifically*
15 *consider the historic nature of existing*
16 *development within the Fort Morgan*
17 *district, its historical and*
18 *environmental character of the district,*
19 *and the unique needs of the district*
20 *related to hurricane safety and*
21 *infrastructure for potential evacuation.*

22 That's all I have for this evening.

23 PLANNING AND ZONING COMMISSION CHAIRMAN

24 SAM DAVIS: All right. Thank you.

25 Anyone else in support that has anything
26 additional to offer?

27 (Two audience members indicating.)

28 PLANNING AND ZONING COMMISSION CHAIRMAN

1 SAM DAVIS: Okay. Thank you. Well, I got you
2 next. How about that?

3 MR. GREG STRATEGIER: My name is Greg
4 Strategier. My wife, Jamie, and I live at 3510
5 Ponce de Leon in Fort Morgan.

6 We have been working closely with the Baldwin
7 County Planning and Zoning department, with
8 Vince, the Civic Association, which I'm treasurer
9 of. And we've also been working with the Fort
10 Morgan Planning and Zoning Committee over the
11 past several years working on these ordinances.

12 And I'm here as a resident to tell you that I
13 support them and that we need them in our
14 community.

15 *****

16 ATTACHMENT 2 - HANDOUT PROVIDED BY MR. GREG STRATEGIER

17 *****

18 MR. GREG STRATEGIER: I have three quick
19 points I'm going touch on. I have given y'all
20 some handouts real quick. One I'm not going to
21 spend time on is the letter from our president of
22 our Fort Morgan Volunteer Fire Department, Ernie
23 Church, expressing the safety concerns of any
24 building over two stories. Mainly, we don't have
25 the equipment to reach anybody over two stories.
26 So anything above that is a danger.

27 My second point, and it goes with pictures.
28 I gave you some pictures of the dune walkovers

1 that are currently being built.

2 Vince had talked about they're coming from
3 the upper deck. But it's not just one, it's all
4 the ones that have been built in the last two to
5 three years, so you have got to think all dune
6 walkover that you leave out of your living room
7 onto your back deck and walk down the beach.

8 I don't know everybody else, but my beach
9 stuff is under my house. And I walk from under
10 my house to the beach. And I'm pretty sure you
11 don't walk up to your living room with your
12 fishing tackle to go to the beach.

13 What we see -- we live next to this one in
14 particular -- is just that the visitors come.
15 They walk underneath the dune walkover with their
16 equipment. What that is used for is to take
17 pictures at sunset or to go out at night and look
18 at water.

19 The other thing I want to point out is the
20 structure, how big this thing is. There
21 thirty-six (36) telephone poles on this site.
22 They're thirty-five (35) feet long and weight
23 seven hundred (700) pounds.

24 We all know someday a hurricane is going to
25 claim this. And that's going to be in our Gulf.
26 And that's going to be a hazard to marine life
27 and human life.

28 And if y'all recall -- You may not -- in

1 Tropical Storm Cindy in June '17, a young child
2 was killed on the beach by that very fact. And a
3 big piece of the debris came out in the Gulf and
4 killed him on the beach. That's one of the
5 reasons not to have this.

6 What I have in the second picture -- And,
7 again, it shows you what we hope it looks like as
8 we get these ordinances passed -- something that
9 starts from underneath the house where your
10 equipment is, takes you over the dune structure,
11 drops you off at the beach, protects the beach
12 mouse, does what it supposed to do. Also, when
13 it goes back into the Gulf, not so much debris.

14 My third and final point that I just touched
15 briefly on relates to the two-story limits we're
16 talking about on the structures.

17 I've given you something from Zillow. This
18 is a structure that's near my home. Actually,
19 the picture of it was up there earlier. I just
20 want to point out a few things and make some
21 quick comments.

22 This property is for sale for
23 three-point-five million dollars (\$3,500,000).
24 When it was finished in May of 2017, I did some
25 calculations to try to figure out what they put
26 into the building.

27 As a background, I'm a CPA. I've been a CFO
28 for over twenty (20) years. I have real estate

1 investments. I knew what the lot was. I checked
2 with my insurance broker to see what it cost per
3 square foot to build these kind of properties.

4 It came up to two-point-five million
5 (\$2,500,000). So if this sales price is reached,
6 that's a forty percent (40%) return in less than
7 three years.

8 What drives this price is the number of
9 bedrooms that are in these structures. This
10 particular one has eighteen (18) bedrooms in it.
11 It sleeps forty-four (44) people.

12 And if you look down a little bit lower, it
13 tells you what they made in income on one year's
14 revenue, three hundred forty-five thousand
15 dollars (\$345,000).

16 That's a nice return on your investment.
17 That's why these individuals, developers,
18 builders, they want three stories instead of two.

19 Now, what this number tell us me is that they
20 have about a fifty percent (50%) occupancy. So
21 that means on seventy-five (75) feet of beach
22 there, twenty-two (22) people every night.

23 Average household in the US is
24 two-point-five-three (2.53) people. That's over
25 eight (8) households living on this
26 seventy-five (75) foot of beach.

27 So my last point with this, I just want to
28 make is that we're not trying to stop

1 development. We're trying to make it more
2 reasonable.

3 With a two-story structure, they can still
4 develop property, have twelve (12) bedrooms.
5 It'll still return on investment. It may not be
6 a the forty percent (40%) level, but it's still
7 available for development.

8 I don't have anything else to add. Does
9 anyone have any questions for me?

10 PLANNING AND ZONING COMMISSION CHAIRMAN

11 SAM DAVIS: Any questions for this gentleman?

12 (No response.)

13 PLANNING AND ZONING COMMISSION CHAIRMAN

14 SAM DAVIS: Thank you, sir.

15 Does anyone have anything else to offer
16 that's different?

17 MS. THELMA STRONG: My name is Thelma
18 Strong. I am a long-time resident of Fort
19 Morgan. Thank you for listening to me tonight
20 and allowing me to speak.

21 As a member of the Fort Morgan Planning and
22 Zoning Advisory Committee, I ask that you
23 consider passing these changes in our zoning.

24 The committee worked over three years or
25 about three years on these changes, with the help
26 of Vince, who we couldn't have done it without
27 him -- And we want to thank him for that -- and
28 who was always available for us when we needed

1 him. I also want to thank David and Wayne for
2 their help and their advice.

3 As you know, Fort Morgan is a very unique
4 area. It's different from any other district in
5 Baldwin County. If we don't protect the
6 environmentally fragile area now, we're going to
7 lose it.

8 On behalf of the Fort Morgan Planning and
9 Zoning Advisory Committee and the people of Fort
10 Morgan, I ask you to vote to pass these changes.

11 And, also, if you would, please, recommend
12 them to the County Commission to see that they
13 pass them also. And thank you for your time.

14 PLANNING AND ZONING COMMISSION CHAIRMAN
15 SAM DAVIS: Thank you.

16 (Applause.)

17 PLANNING AND ZONING COMMISSION CHAIRMAN
18 SAM DAVIS: We have three people signed up in
19 opposition.

20 (An audience member indicating.)

21 PLANNING AND ZONING COMMISSION CHAIRMAN
22 SAM DAVIS: Something different?

23 MR. PAUL STANTON: Yes, sir.

24 THE COURT REPORTER: And state your
25 name.

26 MR. PAUL STANTON: I'm Paul Stan, 3487
27 Ponce de Leon Court, where this nightmare is.
28 Just real quick, this is -- this is not a beach

1 house.

2 When you have nine (9) bedrooms per side,
3 eighteen (18) bedrooms, eighteen (18) bathrooms,
4 sleeps forty-four (44) people, seventy-five (75)
5 foot linear -- that's -- it's basically a mini
6 condominium without a parking lot.

7 We have worked tirelessly. Ms. Thelma and
8 Bill and Beck over here, they've been here for
9 thirty-five (35) years, forty (40) years.

10 We've done everything in our power to fight
11 the condo growth. And we've done a fantastic
12 job. But this is -- this is what's proliferated
13 in the way the development community has gotten
14 around that restriction of condominiums. They
15 basically bought -- build mini condominiums.

16 I would just like to urge you to consider
17 this. Again, the Fort Morgan Fire Marshal has
18 basically come out and said he does not have the
19 ability to remove somebody from anything over two
20 feet -- I'm sorry, two stories.

21 And a lot these structures have bunk-beds
22 that were put in after certificate of occupancies
23 in the hallways. A lot of them spiral staircases
24 to go up to two-and-a-half -- to the third level.
25 It's almost impossible to get somebody out of
26 that.

27 The other thing is with two-and-a-half
28 story -- if we were to reduce it to

1 two-and-a-half story, generally, that apex is in
2 the middle of the property. If the fire trucks
3 can't even get to the property, how in the heck
4 are they going get somebody out of a
5 two-and-a-half or three-story property? You
6 can't even get a fire truck near this thing.

7 The other thing is if you tell them they have
8 to move all the cars, this family -- nobody in
9 this family knows who this family is. So you
10 can't tell Aunt Carol to go move her car, because
11 they don't know who the heck Aunt Carol is.

12 The other thing that really needs to be
13 emphasized, and I know it's little bit of a
14 parking thing, but this is a tremendous
15 restriction for people that walk.

16 Cars are constantly getting choked at this
17 point where these things are located at. And
18 this is my driveway right here. As you can see,
19 one of -- one of the owners of this property over
20 here put a NO PARKING sign up, and I can't
21 even --

22 PLANNING AND ZONING COMMISSION CHAIRMAN
23 SAM DAVIS: Let me ask you a question before you
24 get too far away from it and I forget. Are you
25 saying that that picture right there with all
26 those cars, all those people are -- some of those
27 people were strangers to each other?

28 MR. PAUL STANTON: Yeah, absolutely.

1 This could be one family here, and this is a
2 completely different family.

3 PLANNING AND ZONING COMMISSION CHAIRMAN

4 SAM DAVIS: So it's like separated, like in
5 halves?

6 MR. PAUL STANTON: Oh, yes, sir. Yes,
7 sir.

8 So this is my driveway right here. And
9 there's many times I can't even get out of my
10 driveway, much less emergency vehicles, garbage
11 trucks, and stuff like that.

12 It is a nightmare down there. The residents
13 of Fort Morgan need some relief as well as people
14 that are renting these properties.

15 It's dangerous. Somebody is going to burn to
16 death in one of the things. And the fire marshal
17 has come out and stated publically in our Fort
18 Morgan newsletter and in through a letter to the
19 County Commission that he cannot get anybody out
20 of a burning building over two stories.

21 Please help us down in Fort Morgan. And I
22 just wanted to thank you guys for everything
23 you're doing to try to help. Thank you.

24 PLANNING AND ZONING COMMISSION CHAIRMAN

25 SAM DAVIS: All right. Thank you.

26 (Applause.)

27 PLANNING AND ZONING COMMISSION CHAIRMAN

28 SAM DAVIS: We've got three people signed up in

1 opposition. Who wants to go first?

2 (No response.)

3 PLANNING AND ZONING COMMISSION CHAIRMAN

4 SAM DAVIS: Anybody want to go at all?

5 (An audience member indicating.)

6 PLANNING AND ZONING COMMISSION CHAIRMAN

7 SAM DAVIS: Okay. Come on.

8 THE COURT REPORTER: And state your
9 name, please.

10 MR. TOM MARTIN: My name is Tom Martin.
11 I own a residence down Fort Morgan, and I'm
12 building.

13 I wasn't aware this was going on until about
14 two o'clock this afternoon. And so I wrote
15 Mr. Jackson a letter. Because I kind of -- I
16 just put my words down. So that's what I've got.
17 Just got the letter to look at the County's
18 intention.

19 According to the RBC IRC codes, there is no
20 half-story definition. Orange Beach counts
21 ground level under the first half of a floor as a
22 story with two floors above that require a fire
23 sprinkler system.

24 Gulf Shores does not count raised floors, but
25 it requires a fire sprinkler system if there are
26 three inhabitable floors above. The County has
27 yet to require fire sprinklers in two or three or
28 more floors.

1 Houses with three habitable floors have been
2 built as far as back as 1902, like the picture
3 that y'all have in the hallway.

4 Fish and Wildlife has restricted the
5 footprint, damaging property values. The only
6 way to re-launch them is to go up three habitable
7 floors.

8 If this passes, property values for those who
9 have three floors will go up, but property values
10 will go down.

11 As far as parking, most all jurisdictions
12 allow stacking. But it requires so many cars per
13 bedroom. Again, Fish and Wildlife has been very
14 limited parking without stacking, what cars are
15 stacked, regardless of the size of the house.
16 How will that be monitored and enforced?

17 Three cars on a fifty (50) foot lot is most
18 you can get. Even with seven bedrooms, three on
19 a fifty (50) foot lot is all you can get; for
20 eight bedrooms, three.

21 So changing the zoning, the way it is, you
22 change the status of many homes to nonconforming,
23 which could be devastating to future repairs and
24 value.

25 So by not allowing stacking, whether or not
26 existing structures with stacking are going on,
27 so by changing the zoning, is this a form of
28 taking property rights to have what others have

1 been enjoying for twenty-plus years?

2 Require fire sprinkler system in three
3 stories for sure. That would take care of the
4 fire department problems of saving people.

5 And on that same note, there's been zero
6 deaths in house fires in three stories in Fort
7 Morgan.

8 Leave it the way -- leave the zoning the way
9 it is, or get the Fish and Wildlife to loosen up
10 on restrictions of their four hundred -- four
11 thousand, three hundred fifty-six (4,356) square
12 foot from the edge of pavement of impacted area.

13 With a driveway of one hundred (100) square
14 foot, it's three thousand, four hundred fifty
15 (3,450) square foot of impacted for dwelling,
16 decks, pools, and this parking pass; not much.

17 The right-of-way access on Fort Morgan Road
18 can be as much as one hundred forty (140) feet to
19 the edge of the pavement. And you got to pay two
20 dollars thirty cents (\$2.30) for State Lands --
21 to access it, to Fish and Wildlife.

22 The new flood maps have many homes also now
23 nonconforming. Long-term residences there,
24 they'll find out that if their house is -- I've
25 got one in Gulf Shores that went three foot
26 underwater, and it was above water on the flood
27 map.

28 I have another piece of property that came

1 off the flood map, and now it's an X Zone. A lot
2 of the houses in X zones also are up on stilts.
3 And they consider that not being a story.

4 And Fish and Wildlife has done a good job on
5 requiring dune walks. And I like the dune walks.
6 I think that is a good answer for the houses to
7 make it, to protect the dune so we can protect
8 our properties.

9 To give you an idea about, you know, we
10 talked about stories. And a habitable story is
11 one thing. That says, space, you know, living
12 sleeping, eating, and cooking. Bathrooms and
13 such are not included.

14 The -- the story is a portion of the
15 building, including the upper surface of the
16 floor and the upper floor or roof above it, any
17 story -- finishing -- finished floor surface and
18 grade plane. Grade plane would be the -- if it
19 is more than six feet above your head -- I mean
20 above the dirt or more than twelve feet in any
21 corner, that would be considered a story in a
22 non-flood zone.

23 We don't count the flood zone. So a story --
24 and it even goes on to say that on the height of
25 a story, the vertical distance from the top of
26 two successive tiers or beams or finished floor
27 surface for the topmost story, from the top of
28 the floor finish to the top of the ceiling or

1 where there is not a ceiling, to the top of the
2 roof rafters.

3 So, in other words, the top of the roof
4 rafters is counted as a story. And you can't
5 call it a two-and-a-half story, because that's
6 actually a three-story, according to -- And this
7 IRC -- AIRC, Page 18 and 24.

8 And but I know everybody's got their piece of
9 the pie. And it's nice to have that. But
10 everybody else has a chance to do it, too.

11 So I don't know how you can take away
12 something that's already there and not call it a
13 taking of somebody else that owns raw land next
14 it, the value of their property.

15 PLANNING AND ZONING COMMISSION CHAIRMAN
16 SAM DAVIS: That's an argument for another body
17 besides us.

18 MR. TOM MARTIN: Right.

19 PLANNING AND ZONING COMMISSION CHAIRMAN
20 SAM DAVIS: But I appreciate your comments.

21 MR. TOM MARTIN: I do understand. It's
22 just my opinion.

23 PLANNING AND ZONING COMMISSION CHAIRMAN
24 SAM DAVIS: Thank you.

25 MR. TOM MARTIN: Okay.

26 PLANNING AND ZONING COMMISSION CHAIRMAN
27 SAM DAVIS: Dee Crum or PJ Howard are the only
28 two signed up in opposition. Where are they?

1 MS. DEE CRUM: I am not in opposition.
2 I am for the text amendment.

3 PLANNING AND ZONING COMMISSION CHAIRMAN
4 SAM DAVIS: Okay. You just signed the wrong
5 form.

6 MS. DEE CRUM: That's right. That's the
7 one she pushed in front of me.

8 PLANNING AND ZONING COMMISSION CHAIRMAN
9 SAM DAVIS: Okay. How about Mr. Howard? Where
10 are you?

11 (Mr. PJ Howard indicating.)

12 PLANNING AND ZONING COMMISSION CHAIRMAN
13 SAM DAVIS: Do you have anything to say?

14 MR. PJ HOWARD: Not at this time.

15 PLANNING AND ZONING COMMISSION CHAIRMAN
16 SAM DAVIS: Okay. Thank you.

17 We'll close the public hearing at this point.
18 Staff have anything else?

19 MR. VINCE JACKSON: Just to say that we
20 have spent good bit of time working on this.
21 Some of the -- in receiving e-mails that have
22 expressed concerns, I've seen a number of times
23 where it is suggested about the requirement for
24 sprinklers.

25 However, that's not the zoning. That's not
26 something that we can do to the Zoning Ordinance.
27 That's a Building Code consideration. And the
28 Planning and Zoning has no authority over the

1 Building Code.

2 You know, if people would like to talk to the
3 Building Inspector about that requirement, they
4 can certainly do so. But there is nothing we can
5 do in zoning.

6 We welcome all comments. And this will be a
7 recommendation to the County Commission. So, you
8 know, we will continue to take comments.

9 And it's possible that as we -- as we
10 continue through the process, that there could be
11 some changes or additions to the language, but
12 we're -- we're -- we're satisfied with what we
13 have.

14 We think it addresses the concerns. And
15 we're hopeful that we can get a positive
16 recommendation on this so that we can carry that
17 forward to the County Commission.

18 PLANNING AND ZONING COMMISSION CHAIRMAN
19 SAM DAVIS: Okay. Thank you, Vince.

20 All right. Staff has recommended approval of
21 this to the County Commission for their -- our
22 recommendation that we recommend approval for the
23 County Commission to consider. Is there a motion
24 to do?

25 COMMISSION MEMBER BONNIE LOWRY: So
26 moved, Mr. Chairman.

27 PLANNING AND ZONING COMMISSION CHAIRMAN

28 SAM DAVIS: Okay. There's a motion to recommend

1 approval to the County Commission, is there a
2 second?

3 COMMISSION MEMBER DANIEL NANCE: Second.

4 PLANNING AND ZONING COMMISSION CHAIRMAN
5 SAM DAVIS: There's a second. All in favor, say
6 aye.

7 (Commission Members say "aye" in unison.)

8 PLANNING AND ZONING COMMISSION CHAIRMAN

9 SAM DAVIS: Any opposed, same sign.

10 (No response.)

11 PLANNING AND ZONING COMMISSION CHAIRMAN

12 SAM DAVIS: Unanimous.

13 (Applause.)

14

15 9-B - TA-19002, ARTICLE 4, RESIDENTIAL DISTRICT AS IT
16 PERTAINS TO MAXIMUM HEIGHT AND TA-19003, ARTICLE 22,
17 DEFINITIONS AS IT PERTAINS TO THE DEFINITION OF
18 HALF-STORY

19 PLANNING AND ZONING COMMISSION CHAIRMAN

20 SAM DAVIS: Next case is TA-19002 and case
21 TA-19003.

22 MR. VINCE JACKSON: Yes. We have -- we
23 have two separate case numbers that apply to two
24 different sections of the ordinance, but they're
25 related, so we put them under one staff report.

26 This would be an amendment to Article 4 of
27 Baldwin County Zoning Ordinance, Residential
28 Districts, pertaining to the maximum number of

Text Amendments

In Favor

1. Fort Morgan Volunteer Fire Department
2. Carol Kendrick
3. Linda ford
4. Elaine Beacham
5. Judy Newcomb
6. Andy Openshaw
7. Judith Thompson
8. Mike, Linda & Melissa Kehart
9. Craig Harrington
10. John Scruggs
11. Capt. Joe Emerson
12. Paul Stanton
13. Don & Cindy Ward
14. G C Strong III
15. Diedra & Mack Bell
16. Royce Massey
17. Carla Kapeskas
18. Wayne Zeek
19. Laura & Linwood Snell
20. Steve Salter
21. Pat & Ellen Ryan
22. Greg & Jamie Strategier
23. Barbara & Richard Pounds, Jr.
24. Debbie Harbin

Opposed

1. Bill Jones
2. Scott Lewis
3. Trice Huling
4. Leo Hastings
5. Caleb Hastings
6. Robert Isakson
7. Susan W Harrell, Philip Properties, LLC, two letters included
8. Michael Audemar
9. Jeff Valentine, two letters included
10. Fawzy Sedrak
11. Peter Sedrak
12. Daniel Humphries
13. Tom Martin

LETTERS IN FAVOR

Wayne Dyess
County Administrator
Baldwin County Administration Building
County Commission Office
322 Courthouse Square
Bay Minette, Alabama 36507

July 9, 2019

The Ft Morgan Volunteer Fire Department strongly encourages the Planning and Zoning Department to establish in District 25 a 2 story limit on residential construction vice the suggested 2 1/2 story proposal discussed at our recent joint planning and zoning meeting.

Despite the proposed caveat to limit habitability in the additional 1/2 story, our experience is that people who rent out their homes will go to virtually any length to maximize bedroom count and sleeping numbers. We have seen cots on top of cots in hallways, bunk beds in rooms the size of a closet and narrow stairs leading to attics filled with similar bedding. There are homes here where reasonable emergency access to attic areas and third stories is virtually impossible. A spiral staircase to an upstairs area causes unnecessary limitations on emergency responders who are there to potentially save lives.

Standard 2 story construction is more likely to adhere to traditional stairway width - not the more narrow stairways we encounter when third stories are used as sleeping areas, or when attics are used for habitation.

A 2 story limit may not solve all the problems but will at least make firefighting and medical rescues less problematic. We have a ladder capability to second stories but not to greater heights. And parking along narrow roadways limits the ability of first responders to reasonably access homes that need our help. Your stacking initiative will help alleviate some of the parking situations we encounter - we agree that needs to be implemented here in District 25.

Other concerns we have in the fire department:

Is there a fire code review/enforcement as part of the building permit process?

Can a reasonable occupancy limit be established for residential rental properties?

As homeowners maximize habitability there is a coincidental negative influence on infrastructure (from sewer to water to garbage collection) as well as on evacuation during hurricanes. Road congestion becomes nightmarish. Even

Gulf Shores Mayor Craft has stated his concerns about Ft Morgan traffic merging onto highway 59. Nightmares can soon become reality if growth and density are not better controlled. A 2 story limit would help considerably.

Signage is becoming a safety issue. People are putting up signs within the highway centerline right of way and line of sight in areas is severely limited. We know this is a contributing factor to motor vehicle accidents.

Ancillary issues we would like addressed but not necessarily in your purview have to do with driveway construction. Since owners have to abide by US Fish and Wildlife footprint limitations, we notice driveways narrower than many of our fire apparatus' can traverse. As a result, we would have to lay a line from highway 180 all the way up the driveway to fight the fire directly, or lay line to feed hydrant water to a smaller truck with smaller hoses to battle a blaze. Certainly not an ideal scenario.

Evacuation from FHA and CHHA locales is critical during weather events. The additional people (and vehicles) who would be here if a habitable 1/2 story were permitted only exacerbates challenges we are facing to achieve an orderly evacuation.

The bottom line is: a 2 story residential limitation reasonably ameliorates both controlled growth and reduced density.

Ernie Church
President, Board of Directors
Ft Morgan Volunteer Fire Department

D Hart

From: Vince Jackson
Sent: Tuesday, September 3, 2019 11:40 AM
To: D Hart
Subject: FW: <EXTERNAL> Proposed ordinances for Fort Morgan district 25

Not sure if I sent this or not.

-----Original Message-----

From: Carol Kendrick [mailto:cbkendrick@gmail.com]
Sent: Thursday, August 29, 2019 12:42 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Cc: Austin Cook <austinkendrickcook@gmail.com>
Subject: <EXTERNAL> Proposed ordinances for Fort Morgan district 25

Mr. Jackson,

I own property in Fort Morgan and I am very much in favor the proposed ordinances for Fort Morgan. These ordinances will benefit Fort Morgan and help protect our community by limiting new construction to two stories, limit the size of dune walkover's and help keep the population density of Fort Morgan in line with the current zoning map. These proposals will also help protect the habitat for our unique and sensitive wildlife as well as promote public safety in areas that have excess problems for first responders.

Sincerely,

Carol Kendrick

Sent from my iPad

D Hart

From: Vince Jackson
Sent: Tuesday, September 3, 2019 5:19 PM
To: D Hart
Subject: FW: <EXTERNAL> Ft. Morgan

-----Original Message-----

From: lksford@gmail.com [mailto:lksford@gmail.com]
Sent: Thursday, August 29, 2019 7:48 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Ft. Morgan

I am a property owner in Ft. Morgan and am completely in favor of limiting size of construction, population density, and any other ordinances which will protect our sensitive environment and wildlife, and secure the quality of life on this peninsula.

Linda Ford
5889 Pizarro Ave
Ft. Morgan
334-538-5781

Sent from my iPhone

D Hart

From: Vince Jackson
Sent: Wednesday, September 4, 2019 11:14 PM
To: D Hart
Subject: Fwd: <EXTERNAL> proposed ordinances for Ft Morgan District 25

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "elaine t. beacham" <beacham.elaine@gmail.com>
Date: 9/4/19 8:41 PM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> proposed ordinances for Ft Morgan District 25

I wish to add my support for the proposed ordinances for Ft Morgan Elaine T. Beacham

D Hart

From: Vince Jackson
Sent: Thursday, September 5, 2019 10:31 AM
To: D Hart
Subject: Fwd: <EXTERNAL> Fort Morgan Ordinance

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Judy Newcomb <judynewcomb@aol.com>
Date: 9/5/19 10:29 AM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Fort Morgan Ordinance

I wanted to let the planning and zoning commission know that I, a Baldwin County Fort Morgan resident, support the proposed ordinance regarding the restrictions for building in Fort Morgan that is on tonight's agenda. Unfortunately I am unable to attend the meeting.

Judy Newcomb

Sent from my iPhone

D Hart

From: Vince Jackson
Sent: Thursday, September 5, 2019 1:44 PM
To: D Hart
Subject: Fwd: <EXTERNAL> District 25 zoning regulations

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Andy Openshaw <waopenshaw@gmail.com>
Date: 9/5/19 1:40 PM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> District 25 zoning regulations

Mr. Jackson

I was at the last FMCA planning and zoning meeting where the proposed changes for District 25 were presented. I will not be able to attend tonight's meeting in Robertsdale but I would like you to know that my wife and I are in favor of these changes and any other changes or exemptions that would limit the density and unattended growth in the Fort Morgan area.

Thank You

Andy Openshaw
8882 Dolphin Lane
Gulf Shores, AL 36542

D Hart

From: Vince Jackson
Sent: Thursday, September 5, 2019 11:04 AM
To: D Hart
Subject: Fwd: <EXTERNAL> District 25 Ordanance

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Judith Thompson <jthompson2001@yahoo.com>
Date: 9/5/19 10:42 AM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> District 25 Ordanance

Dear Mr Jackson: I have a home in Ft Morgan, but I
Am not in Ft Morgan at this time! I will not be at the meeting, but I am for the ordnance you are meeting on at this time .
Thanks for looking out for the owners in Ft Morgan.I feel lots of things go on down there with owners like me are in the dark until it
is too late, an example is the garbage issue ! Thank for listening!
Sent from my iPhone

D Hart

From: Vince Jackson
Sent: Thursday, September 5, 2019 7:44 AM
To: D Hart
Subject: Fwd: <EXTERNAL> County Zoning

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Linda Kehart <lkehart@midwest.net>
Date: 9/5/19 7:35 AM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> County Zoning

M. Jackson: The Kehart family owning property at 562 Our Road wishes to support the zoning changes as suggested for discussion at the zoning committee meeting this evening. Over six years ago we began the search for a home where our chronically ill daughter could find peace in a quiet neighborhood. Within six months of our purchase construction began on a series of houses. Not one holiday or any day of the week is without hammering or tossing of lumber. Our experience has been challenging and certainly curtailed the use of the home. We do not rent. Houses were built on areas where turtle nests had existed. (We have pictures and actually observed with other Our Rd neighbors the hatching of the turtles.) Noise is constant with no building hours, often for 15 hours per day seven days a week. Our Rd is unique in its curvature and length ending at a dune at a dead end. Contractors frequently closed the road for our exit, piled supplies in the street restricting traffic, parked in resident driveways, used water from homes in the area, put their debris in neighbors' garbage cans, let trash blow throughout the area, destroyed a long established sand dune, built nine bedroom homes and secured logging permits for events that at times included over 50 cars for entire weekends. The effects on all of this uncontrolled building was devastating to us. We kindly asked the contractors to consider their activities and, generally, were laughed at or sworn at. Residents were unable to return to their homes with equipment closures. One woman was brought home from the hospital and could not reach the residence. We were aware of the fear of seeking care for our family was always at risk. We were vocal, visiting the Baldwin County offices in Foley, joining the Ft. Morgan Civic Association, and helping with neighborhood cleanups, etc.

The zoning board has the opportunity to maintain Ft. Morgan in the manner that owners originally made purchase and frequently comment on websites the joy of the "peace" of the area. Recently more than 80% of the owners at the time of our purchase have sold and left the area. One owner, in tears, told me she just could not handle the stress of the building, the contractor neglect and the vigilance now required to have a safe and joyful experience.

We cannot express more fully our support for the zoning changes. We are aware that we are just one family with special needs, but we are a caring, giving family who knows the value of a neighborhood that shares our values. Please consider carefully the future you will be building for this unique area.

Thank you.

Mike, Linda and Melissa Kehart
lkehart@midwest.net

217-433-1890
93 Allen Bend Drive
Decatur, Illinois 62521
562 Our Rd
Gulf Shores, Al

D Hart

From: Vince Jackson
Sent: Tuesday, September 3, 2019 5:20 PM
To: D Hart
Subject: FW: <EXTERNAL> Fw: Correction for Proposed Ordinances for Ft Morgan District 25

From: Craig Harrington [mailto:craigharrington@att.net]
Sent: Thursday, August 29, 2019 1:02 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Fw: Correction for Proposed Ordinances for Ft Morgan District 25

Hello Vince just wanted you to know that I agree with the proposed Amended Ordinances in District 25 ... as attached hereto.

Craig Harrington
5601 State Hwy 180, Unit 1000, Gulf Shores, AL 36542
e-mail: craigharrington@att.net
phone: (251) 967-1622

----- Forwarded Message -----

From: Fort Morgan <fortmorgancivic@gmail.com>
To: "fortmorgancivic@gmail.com" <fortmorgancivic@gmail.com>
Sent: Thursday, August 29, 2019, 10:03:02 AM CDT
Subject: Correction for Proposed Ordinances for Ft Morgan District 25

Dear Fort Morgan Civic Association Members

I must apologize for a mistake. There was typo in the email (see attached below). **Vince Jackson's CORRECT email address is: vjackson@baldwincountyal.gov**

If you already sent Vince an email, then please resend it to the CORRECT email address.

You are also invited to show your support in-person during the Baldwin County Planning & Zoning Commission meeting next Thursday, September 5, 2019 @ 6pm.

Baldwin County Central Annex Building
22251 Palmer Street
Robertsdale, AL 36567

Sincerely,
Greg Strategier

Dear Fort Morgan Civic Association Members

Over the past years the FMCA, Fort Morgan Planning and Zoning Committee and Baldwin County have been working toward some much needed changes to Baldwin County Zoning Ordinances in order to protect the Fort Morgan

JOHN E. and JOAN G. SCRUGGS

40 Melody Ridge
Covington, GA 30014
Phone: 770-787-1975 Fax: 800-232-5957

August 29, 2019

Via Email: VJACKSON@baldwincountyal.gov

Baldwin County Planning & Zoning
Attn: Vince Jackson, Director

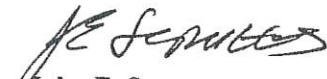
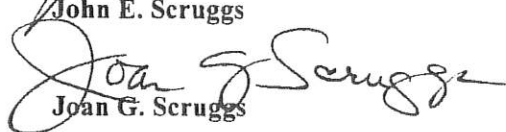
Re: Property owned at 8933 Pompano Way, Ft. Morgan, AL

Dear Mr. Jackson:

This letter is to advise that as property owners in Ft. Morgan, Al., we support the proposed ordinances to Planning District 25 to be presented to the Planning & Zoning Board on September 5, 2019.

Thank you for your consideration of the above.

Sincerely,


John E. Scruggs

Joan G. Scruggs

D Hart

From: Vince Jackson
Sent: Wednesday, August 28, 2019 4:37 PM
To: D Hart
Subject: FW: <EXTERNAL> Ordinance Changes

Support for the proposed PD 25 zoning text amendments.

From: Joseph Emerson [mailto:captjoesells@gmail.com]
Sent: Wednesday, August 28, 2019 1:30 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Ordinance Changes

Vince

Thank you for your hard work on the proposed ordinance changes. Please relay this message to the County Planning and Zoning members.

To the Baldwin County Planning and Zoning Commission

I would like to request your approval of the proposed ordinance changes for Fort Morgan/District 25 coming before the commission for vote. The proposed ordinances will, if properly enforced, help to protect the environmental and historical sensitivity of the Fort Morgan peninsula while also supporting public safety of both residents and visitors alike.

Thank you for your service and dedication to the District 25 community and thank you for your consideration.



Capt Joe Emerson

Exit Realty Gulf Shores
251.550.9021

"Navigating you through the sea of Real Estate"

D Hart

From: Vince Jackson
Sent: Wednesday, August 28, 2019 10:39 PM
To: D Hart
Subject: FW: <EXTERNAL> Proposed Amended Ordinances in District 25

From: Paul Stanton [mailto:paul.stanton@electrolux.com]
Sent: Wednesday, August 28, 2019 6:04 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Proposed Amended Ordinances in District 25

Vince
My wife and I own a house at 3487 Ponce De Leon Court (Fort Morgan.)

We have witnessed firsthand what is currently going on in Ft. Morgan with the construction of Easy Breezy a 3 story 18 bedroom house which sleeps 44 people (hotel with no parking) in 2017.

During the summer it is very difficult to drive on Ponce De Leon Court because of all the vehicles on the street because there isn't enough parking at Easy Breezy.

I have seen the raw sewage over flowing from the grinder pump.

As you know, construction has started on another house just like Easy Breezy on the west side of Easy Breezy. Where does this stop with developers putting small hotels on residential lots.

I fully support the proposed Amended Ordinances in District 25 to be presented to the Baldwin County Planning and Zoning board for a vote during the September 5, 2019 meeting.

Sincerely,
Paul Stanton

Paul Stanton
District Sales Manager - Gulf Coast – Contract Sales
(251) 295.5255 - Cell
Electrolux / Frigidaire Major Appliances North America
30082 D'Olive Ridge
Spanish Fort, AL 36527
www.frigidaire.com
www.electroluxappliances.com



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=====

D Hart

From: Vince Jackson
Sent: Thursday, August 29, 2019 12:35 PM
To: D Hart
Subject: FW: <EXTERNAL> Proposed Amended Ordinances in District 25

From: windward2 [mailto:windward2@bellsouth.net]
Sent: Thursday, August 29, 2019 12:00 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Proposed Amended Ordinances in District 25

Vince

My wife and I own a house on Buchanan Court W. We purchased this house in January 2018. Prior to that we owned a house at 3480 State Hwy 180 for 20 years (1998 to 2018). We saw first hand what is currently going on in Ft. Morgan with the construction of Easy Breezy a 3 story 18 bedroom house which sleeps 44 people (hotel with no parking) in 2017. During the summer it is very difficult to drive on Ponce De Leon Court due to of all the vehicles on the street because there isn't enough parking at Easy Breezy for 44 people. I have seen the raw sewage over flowing from the grinder pump when walking to the beach. Also it is my understanding that the Ft. Morgan VFD doesn't have ladders to reach 3 stories which is a huge safety problem. I believe construction has started on another house (hotel) just like Easy Breezy on the west side of Easy Breezy. Where does this stop with developers putting small hotels on residential lots.

Cindy and I fully support the proposed Amended Ordinances in District 25 to be presented to the Baldwin County Planning and Zoning board for a vote during the September 5, 2019 meeting.

Sincerely,
Don and Cindy Ward
331 Buchanan Court W.
Gulf Shores, AL
251-363-8576

D Hart

From: Vince Jackson
Sent: Thursday, August 29, 2019 8:12 AM
To: D Hart
Subject: FW: <EXTERNAL> Proposed Amendment

From: Strong, Gillard [mailto:StrongG@bv.com]
Sent: Thursday, August 29, 2019 8:06 AM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Proposed Amendment

Sirs,

I would like to voice my support for the proposed amendment to the zoning for district 25. We need much lower density than what we have now. I am a fifth generation Fort Morgan resident . I grew up there and my house is at 11321 St. Hwy. 180 (2nd St.) also I own four other lots as well as another house and my home. I have seen the state of the environment go downhill driven by the greed of real estate developers. This has to stop. We large four stories houses with four to six units in each one that are built for tax write offs by people who could care less about the local environment or the people. It is pass time that Baldwin county support the people who live here and not out of area investors. I look forward to your support on this matter. Thank you.

G.C. Strong III
Commissioning Manager
NFE CHP Project
+1-876-402-2372 Jamaica
+1-913-458-6175, office
+1-251-978-6960, mobile
strongg@bv.com

D Hart

From: Vince Jackson
Sent: Wednesday, August 28, 2019 10:40 PM
To: D Hart
Subject: FW: <EXTERNAL> Proposed ordinances for District 25

From: mac_deidra [mailto:mac_deidra@bellsouth.net]
Sent: Wednesday, August 28, 2019 9:15 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Proposed ordinances for District 25

Mr. Jackson,

We want to voice our support for the proposed ordinances in District 25 limiting single and 2 family construction to 2 stories and also limiting the size of dune walkovers.

Being Fort Morgan homeowners for 21 years, we are committed to preserving our very special habitat here for generations to come. We thank you in advance for supporting these new proposed provisions that will certainly make a difference in the preservation of Fort Morgan.

Sincerely,

Deidra and Mack Bell
3437 Ponce de Leon Court
Gulf Shores, AL 36542

Sent from my Verizon, Samsung Galaxy smartphone

D Hart

From: Vince Jackson
Sent: Thursday, August 29, 2019 8:47 AM
To: D Hart
Subject: FW: <EXTERNAL> Support for the Proposed Ordinances for Ft Morgan District 25

From: rtravel man [mailto:rtravelman123@gmail.com]
Sent: Thursday, August 29, 2019 8:49 AM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Support for the Proposed Ordinances for Ft Morgan District 25

Dear Mr. Jackson,

I own a home at 3457 Ponce DeLeon Ct. Ft. Morgan. I have reviewed the proposed Ordinances and totally agree that they will protect our community from over building, poor or no appropriate planning for new construction. Thank you for your support the proper development of our community.

Sincerely,
Royce D. Massey
3457 Ponce DeLeon Ct
Ft. Morgan, AL



Virus-free. www.avast.com

D Hart

From: Vince Jackson
Sent: Thursday, August 29, 2019 6:34 AM
To: D Hart
Subject: Fwd: <EXTERNAL> Fwd: Fort Morgan ordinance

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: carla kapeskas <crkapeskas@gmail.com>
Date: 8/29/19 6:18 AM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Fwd: Fort Morgan ordinance

Sent from my iPhone

Begin forwarded message:

From: carla kapeskas <crkapeskas@gmail.com>
Date: August 29, 2019 at 7:17:56 AM EDT
To: VHACKSON@baldwincountyal.gov
Subject: Fort Morgan ordinance

I am a property owner in Fort Morgan and I support the new ordinance limiting building heights and board walks.

Please help us keep Fort Morgan from real estate exploitation.

Help protect our wild life.

Carla Kapeskas

Sent from my iPhone

D Hart

From: Vince Jackson
Sent: Thursday, August 29, 2019 7:53 AM
To: D Hart
Subject: Fwd: <EXTERNAL> Proposed Ordinances for Ft Morgan District 25

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Wayne Zeek <dwzeek@bellsouth.net>
Date: 8/29/19 7:48 AM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Proposed Ordinances for Ft Morgan District 25

As a member of the FMCA and a property owner at the Rookery I & II, I fully support the proposed changes to the Ordinances as described the FMCA Executive Board's email.

Further in my capacity as President of the Rookery Condominium Owner's Association, I have sent the Board's email to all of the Rookery I & II Owners also requesting their support.

Sincerely,
Wayne Zeek, President
Rookery COA
205-534-0753

D Hart

From: Vince Jackson
Sent: Thursday, August 29, 2019 6:33 AM
To: D Hart
Subject: Fwd: <EXTERNAL> Proposed Ordinances

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: LINWOOD H JR SNELL <woodysnell@bellsouth.net>
Date: 8/29/19 5:01 AM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Proposed Ordinances

As Fort Morgan homeowners, we fully support the proposed ordinances to be considered at the Sep 5 meeting.

Laura and Linwood Snell
5571 Pizarro Ave
Gulf Shores (Ft Morgan), AL

D Hart

From: Vince Jackson
Sent: Thursday, August 29, 2019 6:33 AM
To: D Hart
Subject: Fwd: <EXTERNAL> SALTER----VOTE OF SUPPORT FOR PROPOSED ORDINANCES !! Fwd: Proposed Ordinances for Ft Morgan District 25
Attachments: Planning District 25 Proposed Text Amendments to Local Provisions 2019 Revised.pdf

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "J. Stephen Salter" <umstakwit@aol.com>
Date: 8/29/19 5:02 AM (GMT-06:00)
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> SALTER----VOTE OF SUPPORT FOR PROPOSED ORDINANCES !! Fwd: Proposed Ordinances for Ft Morgan District 25

Law Office of J. Stephen Salter
Fellow, ABCL Life Member, NACDL
8975 Pompano Way
Gulf Shores, Alabama 36542-8123
Telephone: 205-585-1776
Email: umstakwit@aol.com

PLEASE KNOW THAT I SUPPORT THE PROPOSED ORDINANCES FOR OUR AREA !

THANK YOU FOR YOUR THOUGHTFUL PROPOSAL !

STEVE

-----Original Message-----

From: ERNIE CHURCH <ecaces4@bellsouth.net>
To: Ernie Church <ecaces4@gmail.com>
Cc: Ernest Church <ecaces4@bellsouth.net>
Sent: Wed, Aug 28, 2019 12:22 pm
Subject: Proposed Ordinances for Ft Morgan District 25

Dear Fort Morgan Civic Association Members
Over the past years the FMCA, Fort Morgan Planning and Zoning Committee and Baldwin County have been working toward some much needed changes to Baldwin County Zoning

Ordinances in order to protect the Fort Morgan community as a whole. Vince Jackson, Baldwin County Planning & Zoning Director, has been working with the County Administrator, Wayne Dyess, to get these proposed changes in front of the Baldwin County Planning and Zoning board for a vote during the September 5, 2019 meeting. If these Ordinances are approved by Planning & Zoning, then the Baldwin County Commissioners will be voting on the Ordinances during October, 2019 for final approval and implementation.

These ordinances will benefit Fort Morgan and help protect our community by limiting new construction to 2 stories, limit the size of dune walkovers and help keep the population density of Fort Morgan in line with the current zoning map. These proposals will also help protect the habitat for our unique and sensitive wildlife as well as promote public safety in areas that have access problems for first responders.

The FMCA Board would like to encourage Fort Morgan residents & property owners to review the proposed ordinances for District 25 (attached below). We also request that you send your support of these ordinances to Baldwin County Planning & Zoning Director, Vince Jackson prior to September 1, 2019. Please Email your support to

: VHACKSON@baldwincountyal.gov

We appreciate you forwarding this email to other residents & homeowners in our Fort Morgan Community and request their support, too.

Please feel free to contact us if you have any questions related to the proposed Amended Ordinances in District 25.

Sincerely
FMCA Executive Board

D Hart

From: Vince Jackson
Sent: Thursday, August 29, 2019 11:37 AM
To: D Hart
Subject: FW: <EXTERNAL> Proposed Baldwin County Zoning Ordinances

From: Pat Ryan [mailto:wgipatryan@aol.com]
Sent: Thursday, August 29, 2019 10:08 AM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Proposed Baldwin County Zoning Ordinances

Dear Mr. Jackson:

As a property owners in Fort Morgan, we would like to voice our support for the proposed changes to Baldwin County Zoning Ordinances in order to protect the Fort Morgan community as a whole.

We appreciate your support in this matter.

Regards
Pat and Ellen Ryan
8839 Dolphin Lane
Cabana Beach Subdivision

D Hart

From: Vince Jackson
Sent: Friday, September 27, 2019 7:21 AM
To: D Hart
Subject: FW: <EXTERNAL> Baldwin County P&Z Text Amendments District 25
Attachments: attachment 1.xlsx; ATT00001.htm

From: Greg & Jamie Strategier [mailto:samsplace41805@gmail.com]
Sent: Monday, September 16, 2019 8:52 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>; Wayne Dyess <Wayne.Dyess@baldwincountyal.gov>
Cc: Joe Emerson <captjoesells@gmail.com>; Paul Staton <paul.stanton@electrolux.com>
Subject: <EXTERNAL> Baldwin County P&Z Text Amendments District 25

Hi Vince & Wayne ~

First, thank you so much for all your long hours, Hard work, and your personal diligence and your staff's research in preparing and recommending the text amendments for District 25. Unfortunately I had an accident and was unable to attend the Planning Commission meeting, but my husband, Greg, stayed until the end along with about 30 other FM Residents to address the Planning Commission. We are all very pleased with the Unanimous Vote to approve your recommendations by Baldwin County Planning Commission!

Can u please confirm what date the text amendments for District 25 will Be on the agenda for the Commissioners Meeting in October? I tried to pull Up agenda online but it must be too far out for the October agendas. I see they have a meeting set on October 1.

You already know all of our valid safety concerns for the 2 story limit in residential neighborhoods in District 25.

I have been hearing a lot of push back about the 2 story limit from "the developers" of these Large Big BUISNESS Developments. I can honestly say their concerns are only of greed!

Below are Publicly Advertised Documented Examples:

- With a 2 story duplex "Big Breezy" located: 3604 Ponce de Leon Court (approx 10 rooms plus 2 bunk rooms sleeps 22) there is sufficient annual rental income for the developers. If rented 100% the projected annual rental income would be \$348,300.00

~ Versus ~

- With a 3 story duplex for example "Easy Breezy" located: 3468 Ponce de Leon (18 rooms plus 4 bunk rooms sleeps 44 plus) there is an over abundance of annual rental income. If rented 100% the projected annual rental income would be \$650,400.00.

These numbers come directly from their advertisement with Prickett Properties (See links below). Of course, this rental income also equates to a higher resale value for this COMMERCIAL property which Easy Breezy is listed for sale at \$3.5 Million Dollars on Zillow (as of this date).

<https://www.prickettproperties.com/vacation-rentals/349/Easy-Breezy/Gulf-Shores/AL/West>

Easy Breezy Rates 9/4/19
Per Website

	Dates	Rate for all 10 bedrooms	Rate	Weeks	Two Units 100%
Labor Day	Aug 29, 2019 - Sep 02, 2019	1,200/nt, 6,000/wk, 3 nts min	\$ 6,000	1	\$ 6,000
Early Fall	Sep 02, 2019 - Sept 6 2019	500/nt, 3,500/wk, 600/wk end nt, 3 nts min	\$ 3,500	1	\$ 3,500
Early Fall	Sep 07, 2019 - Oct 4 2019	500/nt, 4,200/wk, 700/wk end nt, 2 nts min	\$ 4,200	4	\$ 16,800
Fall	Oct 05, 2019 - Oct 18, 2019	600/nt, 4,200/wk, 800/wk end nt, 7 nts min	\$ 4,200	2	\$ 8,400
Late Fall	Oct 19, 2019 - Oct 31, 2019	600/nt, 4,200/wk, 700/wk end nt, 3 nts min	\$ 4,200	2	\$ 8,400
Winter	Nov 01, 2019 - Feb 29, 2020	500/nt, 3,500/wk, \$700 weekend, 2 nts min	\$ 3,500	14	\$ 49,000
Thanksgiving	Nov 23, 2019 - Nov 29, 2019	1,000/nt 7,000/wk, 7 nts min,	\$ 7,000	1	\$ 7,000
Holidays	Dec 21, 2019 - Jan 01, 2020	800/nt, 5,600/wk, 7 nts min	\$ 5,600	2	\$ 11,200
Spring	Feb 29, 2020 - May 08, 2020	1,000/nt, 7,000/wk, 7 nts min	\$ 7,000	9	\$ 63,000
Spring	May 09, 2020 - May 22, 2020	1,000/nt, 7,000/wk, 7 nts min	\$ 7,000	3	\$ 21,000
Early Summer	May 23, 2020 - Jun 05, 2020	1,600/nt, 9,100/wk, 7 nts min	\$ 11,200	2	\$ 22,400
Summer	Jun 06, 2020 - Aug 15, 2020	1,700/nt, 11,900/wk, 7 nts min	\$ 11,900	10	\$ 119,000
July 4th	Jul 04, 2020 - Jul 11, 2020	1,800/nt, 12,600/wk, 7 nts min	\$ 12,600	1	\$ 12,600
				52	\$ 348,300

D Hart

From: Vince Jackson
Sent: Thursday, September 26, 2019 3:08 PM
To: D Hart
Subject: FW: <EXTERNAL> Support of District 25 Proposed Amended Ordinances

From: bppounds [mailto:bppounds@yahoo.com]
Sent: Thursday, September 05, 2019 3:42 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Support of District 25 Proposed Amended Ordinances

To: Vince Jackson
Baldwin County Planning & Zoning Director

From: Barbara P. And Richard H. Pounds, Jr.

Date: September 5, 2019

We are writing to join other Fort Morgan residents in support of the proposed District 25 ordinance changes, drafted by our Fort Morgan Planning and Zoning Committee. Instead of addressing each change, item by item, we simply want to tell you how we feel about the ordinances overall.

We are deeply convinced that these ordinance changes are necessary to ensure continued quality of life in our community. Any future over building of high-density developments will adversely affect the very character of this unique and historic area. This character is something that we want to know will still be around for our grandchildren to enjoy.

In addition, approval of the amended ordinances will at least keep existing traffic levels on State Highway 180 of local residents as well as visitors from exploding into both unbearable day to day travel and unsafe conditions during hurricane evacuations. Living here since the late 1980s, we have experienced several evacuations, and know that higher density will only exacerbate the problem. Since there is one exit north on Highway 59, we already are merging with the heavy traffic from Gulf Shores and some from Orange Beach.

Increased density will also mean that the pleasure of enjoying our less-crowded beaches, a major draw for vacationers, will become just a memory. Our peninsula supports an incredible amount of wildlife habitat beyond the Bon Secour National Wildlife Refuge borders. This is another quality of this district which makes it so desirable. Thousands of birds migrate through our yards year after year. Overbuilding will only lead to diminished numbers.

Some in opposition to amending the ordinances will argue that restrictions will result in lower property values, that investors and buyers will be too cautious to buy gulf front properties here. We truly believe that the very attributes mentioned above will continue to make this a very attractive place to visit or live fulltime. Visitors are almost constantly remarking on facebook how they love this place for the peace and quiet vs bustling crowds in our neighboring towns to the east.

We just want to emphasize what a wonderful existence we have living here, not only because of its remote, quiet, and uncrowded location but because of the people and the small town feel. It is our opinion that it is paramount that we take steps now to preserve the natural beauty, the historic and quaint character, and above all, the public safety of our home town. We hope you will seriously consider the positive impact that the proposed ordinance changes will have on life in Fort Morgan District 25.

Sent from my Samsung device

D Hart

From: Vince Jackson
Sent: Thursday, September 26, 2019 3:07 PM
To: D Hart
Subject: FW: <EXTERNAL> Fort Morgan

From: fmseaturtles [mailto:fmseaturtles@gmail.com]
Sent: Thursday, September 05, 2019 2:54 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Fort Morgan

Mr. Jackson,
I am a team leader for Fort Morgan Share the Beach team.
I support the new ordinances pertaining the dune walk overs and height of new builds.
Some of the current dune walk overs make it impossible to get around on our UTV that we use for morning patrol and to deliver equipment to nests at times.
We appreciate your support of the concerns of our program.
Debbie Harbin
251-391-8333

Sent via the Samsung Galaxy S7, an AT&T 4G LTE smartphone

Comes off
1st Floor of

the building

15
feet



Dune Walkover
In compliance with
the proposed dune walkover
regs



LETTERS IN OPPOSITION

D Hart

From: Vince Jackson
Sent: Thursday, September 5, 2019 2:16 PM
To: D Hart
Subject: FW: <EXTERNAL> Fw: Correction for Proposed Ordinances for Ft Morgan District

From: Bill Jones [mailto:joneswh@bellsouth.net]
Sent: Thursday, August 29, 2019 9:14 AM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Fw: Correction for Proposed Ordinances for Ft Morgan District

Vince:

As I read the proposals for dune walkovers I am caused to ask why these, now? Are existing structures grandfathered in?

I ask because of the stated "concern" for environmental reasons; but on the other hand gulf front property (rental and otherwise) without any dune walkover structures of any size or make, daily allow total destruction of the vegetation, and dunes. So how is regulation of walkovers going to benefit anyone? Really, am I missing something here?

How does the bureaucratic dictation of handrail height protect or make any better the "environment"? You can't dictate the height of the sand beneath a dune walkover as it changes in large measure by season and wind. Why would solar lights be prohibited on the walkover for the aged and infirm?

I make these few remarks because while I support most of what appears on page one the remainder is hardly science based but just some arbitrary crap dreamed up by some do-gooder.

The bottom line is most of the water front of Ft. Morgan is privately owned. There is little room for much development period, unless the public and renters gain greater rights to trespass and and trample.

The good people of Ft. Morgan should start notifying tourists and 2nd tier renters that there is not much public beach available but the laws of trespass in Alabama still exist.

As well intended as this may be you just create more fodder for lawyers.

Thanks

Bill

LAW OFFICE OF
WILLIAM HAROLD JONES
849 U.S. HWY 11
PETAL, MS 39465
PH: 601-545-8324
FX: 601-545-8389
whjoneslawoffice@bellsouth.net
joneswh@bellsouth.net

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----- Forwarded Message -----

From: Fort Morgan <fortmorgancivic@gmail.com>
To: "fortmorgancivic@gmail.com" <fortmorgancivic@gmail.com>
Sent: Wednesday, August 28, 2019, 10:03:31 PM CDT
Subject: Correction for Proposed Ordinances for Ft Morgan District

Dear Fort Morgan Civic Association Members

I must apologize for a mistake. There was typo in the email (see attached below). **Vince Jackson's CORRECT email address is:** vjackson@baldwincountyal.gov

If you already sent Vince an email, then please resend it to the CORRECT email address.

You are also invited to show your support in-person during the Baldwin County Planning & Zoning Commission meeting next Thursday, September 5, 2019 @ 6pm.

Baldwin County Central Annex Building
22251 Palmer Street
Robertsdale, AL 36567

Sincerely,
Greg Strategier

Dear Fort Morgan Civic Association Members

Over the past years the FMCA, Fort Morgan Planning and Zoning Committee and Baldwin County have been working toward some much needed changes to Baldwin County Zoning Ordinances in order to protect the Fort Morgan community as a whole. Vince Jackson, Baldwin County Planning & Zoning Director, has been working with the County Administrator, Wayne Dyess, to get these proposed changes in front of the Baldwin County Planning and Zoning board for a vote during the September 5, 2019 meeting. If these Ordinances are approved by Planning & Zoning, then the

Baldwin County Commissioners will be voting on the Ordinances during October, 2019 for final approval and implementation.

These ordinances will benefit Fort Morgan and help protect our community by limiting new construction to 2 stories, limit the size of dune walkovers and help keep the population density of Fort Morgan in line with the current zoning map. These proposals will also help protect the habitat for our unique and sensitive wildlife as well as promote public safety in areas that have access problems for first responders.

The FMCA Board would like to encourage Fort Morgan residents & property owners to review the proposed ordinances for District 25 (attached below). We also request that you send your support of these ordinances to Baldwin County Planning & Zoning Director, Vince Jackson prior to September 1, 2019. Please Email your support to : VJACKSON@baldwincountyal.gov

We appreciate you forwarding this email to other residents & homeowners in our Fort Morgan Community and request their support, too.

Please feel free to contact us if you have any questions related to the proposed Amended Ordinances in District 25.

Sincerely
FMCA Executive Board

--

Fort Morgan Civic Association

President
Joe Emerson
captioesells@gmail.com

Vice President
Ernie Church
ecaces4@gmail.com

Treasurer
Greg Strategier
samsplace41805@gmail.com

Secretary
Carol Kittrell
ckittrell@southalabama.edu



D Hart

From: Vince Jackson
Sent: Thursday, September 5, 2019 2:11 PM
To: D Hart
Subject: FW: <EXTERNAL> Proposed Fort Morgan Zoning Ordinances

Opposition

From: Scott Lewis [mailto:scottl@ncms-inc.com]
Sent: Thursday, September 05, 2019 12:49 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Proposed Fort Morgan Zoning Ordinances

Mr Jackson,

My name is Scott Lewis and I'm the President of CL Investments, LLC. an Alabama company. I own multiple homes down in Fort Morgan and am currently constructing another one. All my properties are luxury properties that attract renters that spend a tremendous amount hence provide much needed tax revenue for the area. It has been brought to my attention that the minority, the full time residents that live in Fort Morgan, are driving an agenda that is on the surface claiming to be driven for safety reasons but in reality they are doing it to greatly reduce development of the area so they can keep it the way they want.

3 story houses:

I'm told the reason they want to restrict the building of 3 story houses is for fire safety reasons. They say the Fort Morgan Fire Department (FMFD) has an issue with being able to save people from the 3rd story if it catches fire. Currently you have the Beach Club, the Dunes and many other 3 story houses that the FMFD is serving. They don't have an issue serving those homes why not more homes? Also if one of these larger structures catches fire the FMFD gets assistance from the GSFD to fight these fires. The real reason they want to restrict these homes from being built isn't because of safety it's because of how many renters stay in the homes and the view it blocks. These two reasons have been echoed over and over by the individuals driving this campaign. With the President of the Fort Morgan Civic Association being the son of the ex fire Chief he's using the scare tactic of horrific fires to get his point across. How many 2 and story homes have burned down in Fort Morgan over the last 30 years? How many deaths have occurred? My research although limited shows that not one death has occurred in Fort Morgan in the last 30 years due to fire. House fires are extremely rare too. Yes I know we had two burn down this 4th of July, but that was an anomaly for the area.

Solution: An easy way to solve this problem is requiring sprinkler systems for any 3 story or higher structure just like Gulf Shores does. I would even be okay if we did it for 2 story or above houses. Not only does this solve the problem but it helps the FMFD even more when putting fighting fires.

12ft Driveway's instead of 10ft:

I'm told this is needed for the fire trucks to get to the houses. Over the years the fire trucks in the area have not got wider so why is this needed? On a 50 ft lot if you expand the driveway by 2 feet in width you barely

have enough square feet to build a decent house based on the calculation Bill Lynn at Fish and Wildlife uses. However once again the President of the FMCA is using fire safety as a way to push their agenda

Solution: Require a firm material for the driveway. Cement, asphalt or packed rock. By doing this it makes for a more stable base so you don't have to worry about the truck being stopped.

Limit Parking:

Apparently the FMCA wants to limit how many cars can park under the house or in the driveway. Again they are using fire safety as a reason and scare tactic. First of all if there is a fire at one of my houses on Ponce de Leon NO fire truck is pulling into the driveway, the truck will be parked in the road for two reasons. One access to the hydrant and two they will not put the truck within 50-100 feet of an active fire! I have confirmed this with two different fire departments. Why does the FMCA want this change? By doing this it limits the amount of travelers cars that can be on property hence making it more difficult to get renters. I've heard rumors that the County will tow cars off PRIVATE PROPERTY if this is enforced. Good luck with that going on private property to tow cars. Someone will get hurt doing that. Additionally how are you going to know what houses are grandfathered in? Whose going to police this? Whose going to tow cars? I'm sure this little group called the FMCA will be more than happy to, but I surely wouldn't recommend that.

Solution: Nothing. Private property owners have a right to park how many cars they want in their driveway. With that being said there is a real safety concern for parking in the street so I'm ok with restricting that.

Dune Walk:

Apparently the new ordinance will state that dune walks are mandatory and can only be 2 feet about the highest dune? The highest dune when? Before a hurricane, after a hurricane, in the middle of winter etc? Dunes constantly change. If you require this after a storm where the dunes are washed away then within a year that 2 ft high beach walk will be buried and now you will have to bring out equipment to uncover it. Once you do that you are disturbing the dunes around that area which Bill Lynn is NOT going to go for. Also having dune walks only two feet high is going to cause more debris being launched airborne or being swept into the Gulf or on the beaches after every storm. This doesn't even have to be a hurricane. Many times we get surges with un-named storms that come about during a full moon at high tide that batter the dunes

Solution: I think we should be going the opposite way with this. Dune walks should be a minimum of 6 feet about the highest dune not to exceed 10 feet. Dune walks should be mandatory for all new builds.

I am asking that all these measures be tabled tonight. The minority and their agenda of keeping Fort Morgan from growing is what is driving this. None of the absentee property owners had any idea this was happening in the shadows. Growth is a way of live. Growth generates tax revenue for everyone to benefit. You cannot pass ordinances that are only being presented to stop growth and make a small amount of residents happy. I've invested millions of dollars in the area, have beautiful houses, construct habitat for endangered species, donate nice sums of money to the FMFD and have assisted the Baldwin County Sheriff on multiple times to apprehend criminals in the area by providing surveillance footage and allowing them to use my houses as lookout points for their sting operations. Even though I don't live there I am a very active participant in the area and do a lot to make it better.

You do not have to respond other then letting me know you are read my arguments.

Thank you for all you do,
Scott Lewis
President
CL Investments, LLC
214-673-9100

D Hart

From: Vince Jackson
Sent: Wednesday, September 4, 2019 4:04 PM
To: D Hart
Subject: FW: <EXTERNAL> New Planning and Zoning Draft

This is a letter of objection to the zoning text amendments. I've received a couple of others today, which I will forward.

I know your busy, but when you have a chance could you send me a list of what I've sent you for the text amendments? I'm not sure if I've sent everything.

From: triceyricee@aol.com [mailto:triceyricee@aol.com]
Sent: Wednesday, September 04, 2019 3:55 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> New Planning and Zoning Draft

Mr. Jackson,

As a property owner in the Fort Morgan area, I would like to voice my objection to the new draft for changing the structure size from 3 stories to 2 stories. I feel that with the limitations that Fish & Wildlife has placed on the property owners in Fort Morgan to further limit the number of stories is not for the better good of the area. Taking District 25 out of the overall planning and zoning height regulations seems unreasonable. If there continues to be 3 story houses that can be constructed that falls under the same fire department they are just in a Planned Unit Development, then I feel this is discriminating toward other property owners.

Also, not sure how Fish & Wildlife is going to allow additional parking area so that there will be no stacking of cars without taking the square footage out of the house size.

Thank you for noting my objection.

Trice Hulling, Lazy Shores LLC
Managing Member
Lot C Brandt Lane

D Hart

From: Vince Jackson
Sent: Wednesday, September 4, 2019 4:05 PM
To: D Hart
Subject: FW: <EXTERNAL> Changes on ft Morgan

Opposition to the Fort Morgan amendments.

From: Caleb Hastings [mailto:kanineproperties@gmail.com]
Sent: Wednesday, September 04, 2019 1:09 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Changes on ft Morgan

As an owner and sometime builder I object to changing from 3 story to 2 story and don't understand since the height remains at 35ft(which it should). Leo Hastings

D Hart

From: Vince Jackson
Sent: Thursday, September 5, 2019 2:12 PM
To: D Hart
Subject: FW: <EXTERNAL> District 25

From: Caleb Hastings [mailto:calebwhastings@gmail.com]
Sent: Wednesday, September 04, 2019 9:41 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> District 25

Good Morning Mr. Jackson,

I am writing in regards to the building code changes that are proposed in District 25 of Baldwin County - specifically the parking limits and the limit on the number of stories that can be built.

I grew up vacationing to Fort Morgan every summer. My parents eventually moved to Fort Morgan and my father practices veterinarian medicine in Loxley while living in Oyster Bay Village on Fort Morgan. I have owned several properties over the past several years and am in the process of building on Chewing Lane on Fort Morgan. I say all this because I want to impress that I truly value this area - its a part of my childhood and now a part of my life (I've been fortunate to purchase and remodel some of the properties I grew up spending the summers in). I'm concerned that these changes don't improve "safety" at all and are in fact proposed for the purpose of slowing down development on Fort Morgan.

1) How can the limit on the number of stories improve safety when the height restriction of 35' is still the same? Instead this is a proposed change that will limit the number of bedrooms and in effect the number of people vacationing to those homes

2) How does the number of parking spots (not stacked vehicles) improve safety? Again I propose that its a restriction to limit the number of bedrooms built on smaller lots.

3) I'm sure you understand the finances much better than I do with tax revenue, but it doesn't seem like a good business model to restrict the size of a home that can be built. Lowering the values and therefore the tax revenue. Also lowering the number of vacationers to the area and the out-of-state revenue.

I value the preservation of Fort Morgan and have always met with regulations to keep that preservation. I've had meetings at various times and sometimes at the same time with US Fish and Wildlife, Corp of Engineers, ADEM, P&Z, etc.to assure that I meet those regulations. I care about the area, but I understand that growth is vital to helping maintain what we have. I'm in favor of regulations that help preserve this beautiful area and keep it and the residents safer. However I object to the proposed changes to District 25 because I don't believe they accomplish either one. I believe they are proposed to restrict growth and I object.

I didn't mean to write such a long email. I've never lived on Fort Morgan, but because men a long time ago were in favor of development and growth I've been able to enjoy it each year for over 30 years.

I appreciate and value your time. So thank you.

Caleb Hastings
270-792-5015

D Hart

From: Vince Jackson
Sent: Thursday, September 5, 2019 9:07 AM
To: D Hart
Subject: FW: <EXTERNAL> Ft. Morgan Zoning - Gulf Subdivision C

Another letter.

From: Robert J. Isakson, Sr. [mailto:risaksonsr@lafayetteland.com]
Sent: Thursday, September 05, 2019 9:03 AM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>; Baldwin Co. - Wayne Dyess, County Administrator <wayne.dyess@baldwin.countyal.gov>
Cc: Reed, Mark B. <mbr13151@aol.com>; Miller, Greg <gregmillerfm@gmail.com>
Subject: <EXTERNAL> Ft. Morgan Zoning - Gulf Subdivision C

Gentlemen,

My partners and I appreciate the time you spent with us yesterday and the effort you made to understand our dilemma's. Some have been living this nightmare for many years, and unfortunately came into the meeting with a feeling of dispare. We appreciate more than you know, your restraint and understanding.

I think we have come down to two issues:

1. The stacked parking being not applicable to us. Gulf Subdivision C consists of, I think, 56 lots that run from Ft. Morgan Road to the beach, each being some 50 feet wide and 800 lf to 1,000 lf long. With the requirements for the drive, etc. the stacking prohibition would be devastating to our remaining developments. As we discussed yesterday, we don't believe that we are the subject of the parking complaints. We understand the parking dilemma occurring elsewhere and your attempts to rectify that. However, if it could be possible to exclude our subdivision from these parking regulations, it would help us tremendously; while not exacerbating your parking dilemma.
2. Two story height. With our 50 ft. lot, the lowering of the stories from 3 to 2 (while passing the previously established 2.5 stories) is debilitating. I believe that this was an act specifically requested by the Fire Dept. but is not required by the other zoning districts. I understand that this does not have to do with the fire suppression equipment, but rather with the theory that the volunteers in Ft. Morgan are older than other volunteer firefighters in the county and may have more difficulty removing victims from the second and one half floors of burning buildings. Perhaps, as an alternative to this punishing restriction you could add that if someone wanted to build a 2.5 story home in Ft. Morgan, then they are required to sprinkler the entire

residence. I believe that this would be a fair compromise to the needs of the fire department but still allow the owners to build to where it is economically feasible.

Again, I appreciate the professionalism that you exhibited yesterday and your willingness to receive us and hear our concerns. Anything that you might be able to do to assist would be most appreciated. Bob

Robert J. Isakson, Sr.
Lafayette Land Company
Phone: 1-251-340-6505 x 101
Cellular: 1-251-423-1160



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September 27, 2019

Hon. Charles F. "Skip" Gruber
County Commissioner - District 4 (South Baldwin County)
Baldwin County Administration Building (County Seat)
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
Phone: 251.937.0264
cgruber@baldwincounty.al.gov

Vince Jackson, Planning Director
Planning and Zoning Department
22251 Palmer Street
Robertsdale, AL 36567
Phone: 251.972.8523
vjackson@baldwincoal.gov

Gentlemen,

I am the Managing Member of a family partnership which has owned property in Fort Morgan, AL since the early 1970's. Recently, my family learned of some activity by the County Commission and the Planning and Zoning Department/Commission impacting District 25 which is causing us great concern.

We were advised that at the Regular Meeting of the Planning and Zoning Commission on September 5th there was a vote to approve of changes to the current zoning of properties in District 25/Fort Morgan. The material and substantive changes that were approved included new restrictions on maximum building height, dune walkovers, and parking. Specifically, the changes were identified on the Agenda as "Text Amendments" to:

- a.) TA-19001, Article 2, Section 2.3.25 Local Provisions for Planning District 25.
- b.) TA-19002, Article 4, Residential District as it pertains to maximum height and
- c.) TA-19003, Article 22, Definitions as it pertains to the definition of half-story

Our specific concerns:

1. We did not receive any notification of the proposed changes that directly impact the value of our property and, therefore, we were not provided with any opportunity to be heard in opposition to these proposed changes.

2. It appears from the Agenda available online that Mr. Ernie Church, Vice President of the Fort Morgan Civic Association, provided notice to the members of the Fort Morgan Civic Association via email of August 28, 2019. Not all owners of property in Fort Morgan are members of this association.

3. Some persons owning property in Fort Morgan were provided with notice and an opportunity to submit their opinions in writing, all of which supported the proposed changes. Specifically, there were twelve (12) letters from the following persons that were submitted prior to the meeting as they were attached to the Agenda: Mr. Massey, Mr. Strong, Mr. Zeek, Ms. Kapeskas, Mr. Salter, Mr. and Mrs. Snell, Diedre and Mack Bell, Paul Stanton, Joe Emerson, John and Joan Scruggs, Pat and Ellen Ryan, and Don and Cindy Ward.

4. It appears that the new changes to the zoning in Fort Morgan will not impact existing developments such as Martinique, The Dunes, and Kiva Dunes. It disproportionately impacts private, single-family property owners.

5. All of the changes approved without notice to all owners of land located in Planning District 25 will directly and negatively impact the value of property in that District. We strenuously object to these changes and we believe that if appropriate notice was provided, the Commission could be provided with substantive evidence supporting objections that should be considered before approving and implementing such changes to zoning in that District.

We would appreciate your responses to the following questions at your earliest convenience:

1. On what date will the meeting minutes be available from both the August 1 and September 6 Planning and Zoning Commission Meetings?

2. Based on the limited information on the website at this time, it appears that the next regular meeting of this Commission will be October 3, 2019. Assuming this is true, does the Commission intend to provide written notice to all property owners in District 25/Fort Morgan prior to that meeting regarding the changes to District 25 that were approved at the meeting on September 6, 2019?

Sincerely,

Susan W. Harrell

Susan W. Harrell
Managing Member
Philip Properties, LLC
2621 Paradise Point Drive
Pensacola, FL 32503
Swharrell56@gmail.com
s.w.harrell@cox.net
(850) 450-5688

September 27, 2019

Mr. Vince Jackson
Planning Director
Planning and Zoning Department
22251 Palmer Street
Robertsdale, Alabama 36567
Phone: 251.972.8523
vjackson@baldwinncountyal.gov

Mr. Jackson,

Thank you for taking the time to speak with us via telephone on September 20, 2019. As property owners in District 25, we have some concerns with the proposed TA-19001 Text Amendment to the Baldwin County Zoning Ordinance Article 2, Section 2.3.25.

Our family has owned property in Fort Morgan (District 25) since the 1970's. We grew up fishing and enjoying the beaches in the area with our parents who were both lifelong northwest Florida residents. We know firsthand the beauty of that stretch of land at Ft. Morgan and embrace the efforts to prevent the peninsula from becoming overbuilt with high-density developments. However, the current changes being proposed (TA-19001) in combination with Fish & Wildlife (F&W) restrictions for protection of the Alabama Beach Mouse will specifically and primarily impact the owners of property in District 25 who wish to build single family houses or sell to those who wish to do the same.

It is our understanding that the proposed text amendments specifically exclude existing high-density properties in Ft. Morgan including Kiva Dunes, The Dunes, Heritage Point, and Martinique. If the proposed text amendments are a matter of safety, then these HDPs should also be required to meet the requirements that are proposed. At the very least, the fire department should have insisted that existing buildings in District 25 which exceed the height limit be required to install sprinkler systems in order to address the safety issues. As a reminder, during our phone conversation, you offered to send us a copy of the letter from the Fire Department outlining the safety concerns the Department had about being able to service properties over 2.5 stories. We would appreciate it if you could send this to us.

The value of currently undeveloped properties in District 25 will be greatly reduced if the changes proposed in TA-19001 are approved. We were advised by our real estate agent that a prospective buyer of our property had recently attempted to secure a “mouse permit” and was told that these proposed text amendments would prohibit him from building a 3-story house (3 habitable floors). We are unsure if a “mouse permit” is another label for the “land use permit.” This prospective buyer has nine children and, therefore, would need to build a 3-story house in order to accommodate eleven people (nine children and two adults). This information has kept the prospective buyer from making an offer to purchase our property. We do not believe that an ordinance which prevents a large family from building in District 25 is consistent with the intent of the proponents of this proposal.

F&W already restricts the building footprint of single-family housing to 0.1 acre (including the driveway, parking, deck, and house). Someone wishing to build a home for a large family would need to build more stories in order to accommodate all the bedrooms needed. Our lots are ~340 feet deep and although F&W does make some exceptions in the 0.1-acre restriction for deep lots, the enforcement of the parking requirements would further reduce the habitable square footage someone could build and, thus again reducing the value of the property.

Although the stacked parking ordinance was adopted two years ago, it has not heretofore been enforced. The enforcement of stacked parking further puts current undeveloped property owners at a disadvantage to other property owners who have existing homes since the enforcement will prevent approval of building permits without taking more property for parking away from the footprint of the home.

Text Amendment TA-19001 is not directed at the high-density developers who have already built on Ft. Morgan. In fact, the current high-density developments are specifically excluded. They are not directed at the property owners who built prior to implementation of the more stringent ordinances. The persons to be directly and negatively impacted are the property owners of currently undeveloped property who want to preserve the beauty of Ft. Morgan but who instead are seeing their investment continue to be devalued.

We feel that the proposed TA-19001 goes beyond a simple text amendment. This proposal creates material and substantive changes that negatively impact the value and marketability of currently undeveloped properties at Ft. Morgan. We sincerely hope that you consider our concerns and the impact that this proposal will have upon property in District 25. We respectfully request that TA-19001 be removed from consideration by the County Commission.

Sincerely,

Susan W. Harrell
Managing Member on behalf of
Philip Properties, LLC
2621 Paradise Point Drive
Pensacola, FL 32503
(850) 450-4688
s.w.harrell@cox.net

Cc:

Hon. Charles F. "Skip" Gruber
County Commissioner-District 4 (South Baldwin County)
Baldwin County Administration Building
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
Phone: 251.937-0264
cfruber@baldwinncountyal.gov

D Hart

From: Vince Jackson
Sent: Friday, September 27, 2019 7:16 AM
To: D Hart
Subject: FW: <EXTERNAL> Proposed rule change

From: Michael Audemar [mailto:maudemar@yahoo.com]
Sent: Monday, September 09, 2019 11:09 AM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>; Wayne Dyess <Wayne.Dyess@baldwincountyal.gov>
Subject: <EXTERNAL> Proposed rule change

Hello

I am a lot owner in fort morgan and was heard through the grapevine about a proposed rule change to limit new construction to 2 stories.

This comes as a shock to me. I was not informed that this was even in discussion. I'm sure none of the other property owners were informed either.

I feel like this was done secretly and in a disingenuous manner. Most of the lot owners in fort morgan live out of town. To not contact us beforehand is dishonest and illegal.

I hope the members of the board have insurance and lawyers because we will be primarily suing you individually for your actions, in addition to the city.

M

D Hart

From: Vince Jackson
Sent: Thursday, September 26, 2019 3:06 PM
To: D Hart
Subject: FW: <EXTERNAL> Fw: Planning district 25 Fort Morgan

From: Jeff Valentine [mailto:jvbeach@yahoo.com]
Sent: Thursday, September 05, 2019 2:34 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Fw: Planning district 25 Fort Morgan

Mr. Jackson,

It's come to my attention that some drastic changes to new construction of beach houses in district 25 have been proposed. I'm writing to express opposition to most of these proposals. I own dozens of properties in Baldwin county and many of them are lots at the beach that haven't been built on. These new changes are going to decrease the value of these properties. (The tax and lodging revenues to the county will also be lessened)

I've heard that the fire department is concerned with being able to handle fires in 3 story houses. How are they planning on servicing existing 3 story houses and condos? I think getting them the proper equipment is a better idea. I expect property owners would rather chip in to help buy the equipment.

I think the current 35 ft height restriction is enough to keep houses to a reasonable size.

I'm told there will no longer be "stacking" of cars under the house and parking pad. Fish and Wildlife request that we use narrower driveways on these sites. No stacking will lead to driveways as wide as possible (detracting from Beach Mouse habitat). Typically we park cars behind the cars under the house. People staying at these houses have access to be able to move the cars if needed.

If the asphalt roads were restored to their original width, vehicles would be able to pass more easily.

It's a dangerous precedent to allow a few voices to encroach on the property rights of many others in Fort Morgan. These voices understood that houses would eventually be built on the beach lots in front of them.

Many of us have owned these lots for years with the plans to develop them.

I ask you to give some additional thought to the negative impacts these changes will bring.

Sincerely,

Jeff Valentine
15946 Keeney dr.
Fairhope, Al. 36532
251-581-3932

D Hart

From: Vince Jackson
Sent: Thursday, September 26, 2019 3:13 PM
To: D Hart
Subject: FW: <EXTERNAL> District 25 Planning

From: Jeff Valentine [mailto:jvbeach@yahoo.com]
Sent: Friday, September 06, 2019 4:00 PM
To: Charles F. Gruber <CGRUBER@baldwincountyal.gov>
Cc: Vince Jackson <VJACKSON@baldwincountyal.gov>; Wayne Dyess <Wayne.Dyess@baldwincountyal.gov>; Jeb Ball <Jeb.Ball@baldwincountyal.gov>; Joe Davis <Joe.Davis@baldwincountyal.gov>; Billie Jo Underwood <BUnderwood@baldwincountyal.gov>; Teddy J. Faust <TFAUST@baldwincountyal.gov>
Subject: <EXTERNAL> District 25 Planning

Baldwin County planning & Zoning Commission members and staff,

I'm writing about last night's meeting about District 25 Text amendments. I was in attendance and am opposed to the proposed changes.

There are many district 25 land owners (who live and vote elsewhere in Baldwin County) that weren't aware of last night's agenda.

I realize it was about 9 pm when these issues were taken up and everyone looked ready to get home.

Surprisingly not one board member asked a single question about the opposition concerns.

I'd like to recap a few points of contention.

1. The main reason given for limiting houses to 2 stories was the fire departments inability to rescue anyone above floor 2.

What are we to do about the hundreds of 2.5 - 3 story houses and condos that already exist? Are they just out of luck if they have a fire? Shouldn't we just buy a ladder truck to access these structures?

Vince Jackson mentioned he's been working on these issues for years. How has this detail been overlooked by everyone involved?

He stated that parking issues were tabled for a future amendment. I would like to point out that the asphalt roads along the beach haven't been maintained for years. Many of them are now 12 ft wide, when originally constructed at 20 ft. This would alleviate most of the concerns for emergency vehicles having access on the roads. Most of the parking issues are at the beach access points. These cars are not associated with the houses on the beach. Maybe parallel parking expansion in the ROW near those points?

We are Not trying to build "Condos" as was contested. There is a demand for large beach houses for extended families who want to enjoy the beach in a more private setting. I have an 8 bedroom project currently in the planning stage that has 2.5 stories that I am now unable to move forward with.

I hope you can appreciate that Fish and Wildlife mandate the smallest footprint possible for the house, parking, and decks (to preserve beach mouse habitat). This is another reason a 3rd story is sometimes necessary.

I understand that people who already have houses in this district want to limit others from accessing this beautiful area. Did they think these lots would never be built on? I view these proposals as an infringement on the property rights of lot owners and visitors who hope to enjoy the area in the future.

I know other voters in Baldwin county that own beach lots with plans to build some day. I expect you will hear their concerns when they learn of the new restrictions.

Have we thought about the lower property values and tax revenues this will create? Have we gotten feedback from Teddy Faust on this? If this passes, every beach lot that's not built on should be reassessed at a lower value.

I hope the Baldwin County Commission will take a deeper look than was done last night when they take this matter up.

Anyone receiving this letter has permission to forward it to any interested parties.

Sincerely,

Jeff Valentine
15946 Keeney dr.
Fairhope, Al. 36532
251-581-3932

D Hart

From: Vince Jackson
Sent: Thursday, September 26, 2019 3:10 PM
To: D Hart
Subject: FW: <EXTERNAL> Code Meetings

-----Original Message-----

From: Fawzy Sedrak [mailto:arlingtongoldandsilver@yahoo.com]
Sent: Thursday, September 05, 2019 4:45 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Code Meetings

To whom this concerns,

I was just informed by my realtor that there is a meeting tonight about proposed building changes. I own several lots on Fort Morgan and this will negatively affect the value of them. I feel this is illegal as I was not notified. I have not seen any signs on Fort Morgan stating a meeting regarding proposed building changes nor have I received any notification of any kind via mail, email, etc. (as they do with variances, etc.). Also, I feel there needs to be some clarification on the parking amendment 15.3.1. The amendment states "a driveway which affords unobstructed ingress and egress to each space". This makes no mention of each car needing ingress and egress but we are getting told that we can not stack parking now even with a driveway that provides unobstructed ingress and egress as called for in the amendment. What systems are going to be put in to place to patrol and see if cars are parked correctly? Most of the parking on the street occurs where the perpendicular roads hit Ponce De Leon at the beach access points. I know this was done to promote more parking but it does the opposite by eliminating spaces where people can park. Please table this until everyone who will be affected can be notified. I have already contacted a large law firm in Washington D.C. and they are looking into this matter, and I have contacted other property owners to join. I plan on pursuing this and this will cost the city many funds. Owners are suppose to receive certified letters informing them of city meetings that will affect their property with new code changes. I did not receive any advance notice and neither did multiple land owners that I have spoken to.

Regards

Fawzy Sedrak

D Hart

From: Vince Jackson
Sent: Thursday, September 26, 2019 3:10 PM
To: D Hart
Subject: FW: <EXTERNAL> Meeting tonight

From: peter sedrak [mailto:petesedrak26.2@gmail.com]
Sent: Thursday, September 05, 2019 4:13 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>; Wayne Dyess <Wayne.Dyess@baldwincountyal.gov>
Subject: <EXTERNAL> Meeting tonight

Hello my name is Peter Sedrak, me and my family own several lots on Fort Morgan.

I was just informed that there was a meeting tonight regarding proposed parking regulations. Me nor anybody else in my family was informed of this proposed change or this meeting.

Before any rash decisions are made, I would like to discuss this further and really vet this out. This proposed change if I understand it correctly would truly hinder rental income, and therefore property values. This ultimately would lead to decreased local tax revenues, both for rental taxes and property taxes.

Please table this topic for now until all involved parties are notified and a consensus can be reached.

Thanks and please contact me at any time.

Peter Sedrak
817 975 6722

D Hart

From: Vince Jackson
Sent: Thursday, September 26, 2019 3:09 PM
To: D Hart
Subject: FW: <EXTERNAL> Building Amendments

From: Daniel Humphries [mailto:danielphumphries@gmail.com]
Sent: Thursday, September 05, 2019 3:58 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> Building Amendments

I was eating lunch today and overheard a group of people talking about possible zoning changes that would affect Fort Morgan and that there is a meeting tonight regarding the proposed zoning changes. As someone who owns a property on Fort Morgan and lives full time on Fort Morgan, it was a little disturbing since I was not made aware of any proposed changes. I have not seen any zoning notice signs. I have not seen any information or advertisement of it in any form. I fully believe that all owners of property on Fort Morgan should be notified as the proposed changes can and will affect us all. This situation seems like it was done as quietly as possible in hopes that people were not made aware. I have been in real estate for 9 years in the area and have sold a lot of clients property in Fort Morgan and I know for a fact none of them know about the proposals. I can only hope that this can get tabled until more property owners are made aware. Open discussion and dialogue should be welcomed.

Respectfully,

Daniel Humphries

D Hart

From: Vince Jackson
Sent: Thursday, September 26, 2019 3:09 PM
To: D Hart
Subject: FW: <EXTERNAL> new restrictions

From: Tom Martin [mailto:martinhomebuilders@gmail.com]
Sent: Thursday, September 05, 2019 3:56 PM
To: Vince Jackson <VJACKSON@baldwincountyal.gov>
Subject: <EXTERNAL> new restrictions

Mr Jackson

just got the letter to look at of the counties intentions.

according to the ibc and irc codes there is no half story

orange beach counts the ground level under the first habitable floor as a story with two floors above they require fire sprinkler systems

gulf shores does not count the under side of the first raised floor but requires fire sprinkler system if the house has three habitable floors above

the county has yet to require fire sprinklers on two or three habitable floors

houses with three habitable floors have been built as far back as 2000

fws has restricted the footprint damaging property values the only way to utilize your land is to go up three habitable floors

if this passes property values for those who have 3 floors will go up but property values will go down

as far as parking most all jurisdictions allow stacking but require so many cars per bedroom

again fws has severely limited parking without stacking

what if cars are stacked regardless of the size of the house how will that be monitored,enforced

so by changing the zoning the way it is you change the status of many homes to nonconforming which could be devastating to future repairs and value

so by not allowing stacking what about existing structures with stacking going on

so by changing the zoning is this a form of taking property rights to have what others have been enjoying for twenty plus years

require fire sprinkler systems in 3 stories (habitable)

leave zoning the way it is or get the fws to loosen up on restrictions of 4356 sq ft from edge of pavement of impacted are

with a drive over 100 sq ft 3450 sq ft of impact for dwelling decks pools stairs parking pad (not much)

the right of way access on fort morgan rd can be as much as 140 ft of state park that the owner has to pay fws 2.3 dollars per sq ft in order to use their own property another taking

thanks for letting me give my opinion as a land owner in fort morgan and an active licensed home builder along the alabama coast

fws has the dune walk under control

Tom Martin

reference irc 2015 pg 18 pg 24

9/25/2019

Dear Commissioners,

I am writing you as a Fort Morgan homeowner and someone who cares deeply for the Fort Morgan community. Fort Morgan is the last remaining place along the Baldwin County Gulf Coast that hasn't been overdeveloped and retains its unique beach front cottage character. However, over the last several years the character has begun to be altered. The beach front cottages are now being torn down and replaced with 3 story, 50' tall mini hotels that contain at least 18 bedrooms and sleeps 44 people. The parking generated by these mini hotel is tremendous and causes streets to be routinely blocked. Not only does this effect the residents and other renters, but it also severely impedes emergency services such as fire fighters and EMS staff. This issue is a fundamental critical emergency services issue that directly affects the safety and welfare of visitors and citizens alike.

This exploitation of the zoning rules has diminished the unique character and only benefits a few while the rest are left to deal with the negative consequences it causes over generations. I can't imagine that the citizens that initiated the District 25 zoning process ever envisioned that these small 50'-75' lots would be so overdeveloped with mini hotels destroying the unique character that they fought so hard to protect and which has existed for years in Fort Morgan.

Fortunately, the citizens and homeowners have banded together with a common goal to protect this unique place we all love. Before you on October 15th are several amendments that directly affect Fort Morgan. These zoning amendments demonstrate a great deal of hard work and a reasonable, fair approach to re-establishing and reaffirming the unique character and original vision of Fort Morgan. These amendments fit squarely within the charge provided by the Local Act of the Alabama Legislature. In **Section 45-2-261.64 of the Act**, it says that the Baldwin County Commission shall specifically consider the historical nature of existing development within the Fort Morgan District, the historical and environmental character of the district, and the unique needs of the district related to hurricane safety and infrastructure for potential evacuation.

It is clear that the "historical nature of existing development" is not gigantic mini-hotels that have sprung up in Fort Morgan. It is one of beach front cottages and a family friendly environment. Also, I urge you to consider the public safety associated with hurricane evacuation and the affect that these mini-hotels. I urge you to not only consider the current issues and the negative effects of this overdevelopment, but please consider future generations and their ability to enjoy this unique asset we have in Fort Morgan and the unique beach cottage atmosphere which it represents.

Please support the residents and homeowners and the unique character of Fort Morgan and vote to adopt the zoning amendments as presented by the Fort Morgan Zoning Advisory Committee and unanimously recommended by the Baldwin County Planning and Zoning Commission.

Thank you for your consideration.

Paul Stanton

The Code of Alabama 1975 **Section 45-2-261.64**

Enforcement and administration of subpart.

The Baldwin County Commission shall enforce this subpart in the same manner as provided in Section 16 of Act 91-719, and, in performing its functions related to planning and zoning, the Baldwin County Planning and Zoning Commission and the Baldwin County Commission shall specifically consider the historical nature of existing development within the Fort Morgan District, the historical and environmental character of the district, and the unique needs of the district related to hurricane safety and infrastructure for potential evacuation.

(Act 2015-411, §5.)

FORT MORGAN NEWS

November 2017~Issue 129



PRESIDENT'S MESSAGE

Hi, Folks,

We had a good turnout for the fish fry and collected a good contribution to the benevolent fund. All systems are go for the Fort Morgan Pier!! Hope for a good turnout for the November 13 meeting.

Paul

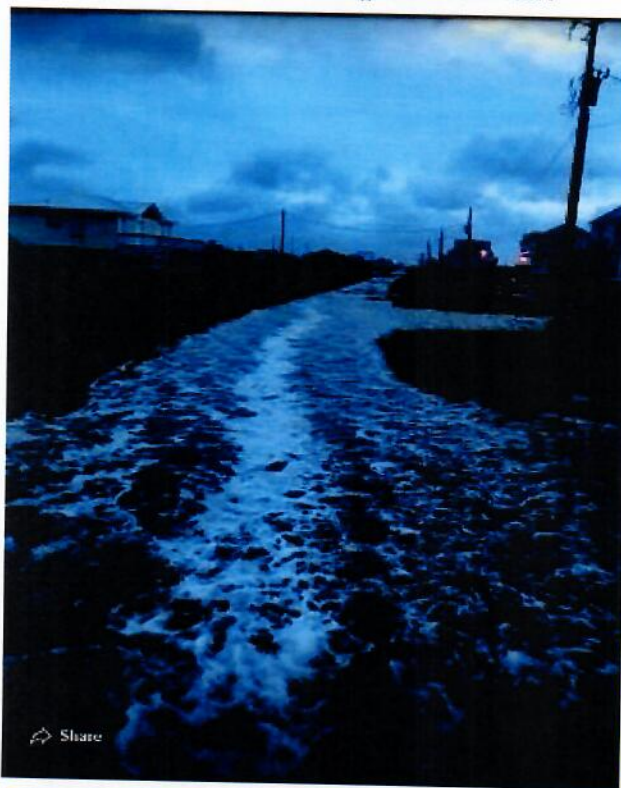
Paul Barefield



MEMBER NOTICES

Fort Morgan Volunteer Fire DepartmentChief Glenn Stevens

Ponce de Leon Ct. during Hurricane Nate



Your Fire Department had several firefighters stay at Station 1 during Hurricane Nate, just to be on standby if anyone needed assistance. Fortunately, we only took a mild hit from Nate and our firefighters enjoyed all the food that was provided by the community. Following the storm, warnings were issued about the high risk of dangerous rip currents and all the condominium complexes were flying red flags, which warn swimmers not to enter the water. Despite all the alerts and warnings, a 12-year-old boy, supervised by his mother, decided to ignore all the warnings and go into the Gulf. The boy got caught in a rip current. Four adults attempted a rescue. The boy made it to shore, two adults survived, and two men drowned. Unfortunately, similar situations occur far too often.

During September, your Fire Department responded to 21 emergency calls:

- ~ 11 medical
- ~ 6 false alarms
- ~ 2 motor vehicle accidents
- ~ 1 bicycle accident
- ~ 1 swimmer in distress

One of our fire officers has expressed some public safety concerns that the Fire Department has no authority to control. The following are some of these concerns:

Hazardous Conditions at Duplex Houses

1. Extremely large duplexes with 3 stories above pilings:

[Editor's Note: one has 22 bedrooms!]

- a. The interior stairs from floor to floor are extremely steep and narrow, making it difficult to move patients through the house and down to an ambulance. These narrow, steep stairs would

be dangerous in the event of a fire – for both the occupants and the firefighters.

b. The houses are so tall that our ladders do not reach beyond the second floor.

c. Response to these buildings can be impeded by the number of vehicles that park at the structures.

Driveways Dangerously Impeded

2. Some driveways do not allow fire apparatus access to the structure:

a. Some driveways, especially on the bay side, are so heavily vegetated that fire vehicles are blocked from entering the property. Some driveways have overhanging tree limbs, while other driveways are so narrow that our fire trucks cannot maneuver.

b. Some of the extremely long driveways on the Gulf side do not have enough rock to support a fire truck.

Illegal Golf Carts on Highway 180

3. Golf carts driving down Hwy. 180:
 - a. Illegal.
 - b. Extremely dangerous.
 - c. Underage drivers in some cases.
 - d. Ingredients for a tragic accident.

Dangerous Swimming Conditions

4. People that ignore warnings and alerts of dangerous swimming conditions in the Gulf.
 - a. Weather agencies release daily advisories of surf conditions.
 - b. When severe rip current advisories are issued.
 - i. Fire Dept. posts warnings on the highway sign at Station 1.
 - ii. Firefighters patrol the beach on ATVs and advise swimmers to stay out of the water.
 - c. Condominium complexes fly red flags advising swimmers to stay out of the water.
 - d. Even with all the warnings and advisories, people still go into the water, and innocent people attempting to rescue them end up drowning.

The purpose of these comments is to make the community aware of issues that affect you and your family.

Just a reminder to those who might have an interest in joining the Fire Department: our meetings are on the 1st and 3rd Mondays each month at 6:30 p.m. at Station 1.

Auxiliary Fish Fry a Resounding Success!

Thanks to everyone who attended our Fish Fry and thanks to all who donated baked goods. We set a record for proceeds on baked goods—double the previous amount—\$800!! Overall we served nearly 300 dinners. From calls for help to donate baked goods in both the Fire Department website and from this Fort Morgan NEWS, there was such a huge response that we had to set up an extra table just for baked goods. Thanks, everyone. As you know, proceeds go to firefighters in need.

Fort Morgan Planning & Zoning Advisory Committee.....Chan West, Chair Semi-Annual Meeting Minutes

A semi-annual meeting of the Fort Morgan Planning and Zoning Advisory Committee was held at 9:00 am, October 18, 2017, at the Fellowship Hall of Shell Bank Baptist Church. Members present were Thelma Strong, Bonnie Lowry, Ernie Church, Chan West, and Commissioner Charles Gruber. Absent were Randy Ulrich and Carol Kittrell (secretary). Also present were Vince Jackson, D. J. Hart, and Linda Lee of the Baldwin County Planning and Zoning Department; David Conner, County Attorney; and Greg and Jamie Strategier, residents of District 25.

Local members had prepared a letter for the County Commission requesting that they reconsider their decision not to include an exemption for District 25, from a new zoning category TA-17001 High Density Residential (HDR) which permits an increased density of 12 units/acre from 6 units/acre. Discussion focused on the timing of the proposed exemption. Both David Conner and Vince Jackson indicated that now was not the time to submit this proposal. They suggested that since no applications had been received from District 25 for the new zoning, we wait and see what the potential impact may be when such an application is submitted to the county. Commissioner Gruber advised the current commission shares our concerns; but would prefer to defer any zoning ordinance exemption at this time. The committee agreed and decided to revisit the issue after the first of the year.

The Strategiers raised their opposition to the recently constructed highly elevated dune walk-overs on Ponce de Leon. The county contingent agreed to go have a look at the structures following the meeting.

New Variance Request ~ Meeting

Our advisory committee has received a variance request, V-170040, for a reduction of the wetlands setback for a home to be built at 8837 Bluefish Dr., Cabana Beach. We will meet at the church at 9:00am on Wednesday, November 8, to consider this request. [See the details on our website www.fortmorgancivic.org under Planning & Zoning tab.]

Fort Morgan Pier Update

Commissioner Gruber reported that a design for the Fort Morgan Pier is being finalized. The old pier will be enclosed with sheet piling and covered with fill, thereby avoiding its removal. As soon as the design is finalized, it is expected that bids will be advertised.

Please document, with photos, any problems you see with overflow parking along the streets in District 25 due to high-density "duplexes." Send to Chan West: chan@goefish.com

The Fort Morgan Planning and Zoning Advisory Committee will post on our website [www.fortmorgancivic.org] re-zoning and variance request notices received from the county commission. Please refer other non-FMCA property owners who wish to stay up to date to our website.

Notices of rezoning requests are posted on the property involved and mailed to adjacent landowners by the County. FMCA also will send a special email to all members on our email list of the time and place of our Fort Morgan committee meeting and will post signs on Fort Morgan road near both fire stations. Our email notice to members is to let non-adjacent property owners who may be affected by the request express their concerns to our local committee before it submits a recommendation to the county. Any FMCA member who receives the Fort Morgan NEWS by U.S. Postal Service and wishes to receive these rezoning request notices will have to furnish us with an email address, to be sent to Chan West at: chan@goefish.com. We encourage property owners with vested interests to bring their concerns and comments to these meetings. In most cases these notices are received about 10 days before the county Planning and Zoning Commission or Board of Adjustments meeting.

Turtle Tracks 2017 ~~~~~ Total Fort Morgan = 84 Nests!!

At least 4,991 babies were assisted to the Gulf water this season!!! With no UTV, our non-Refuge beach was walked this year for the first time. All this was accomplished with about 25 active volunteers.

This year there was a rare, healthy leucistic hatchling, resembling an albino but with normal eyes. Only one albino hatchling was reported on Fort Morgan in the last few years. Several years ago a two-headed hatchling did not survive but appeared to be in the latter stages of development.

Nine nests were completely washed away by the two storms we experienced. Only three had been relocated, so the loss of six nests could be attributed to natural disasters and to being laid too close to the water.

Congratulations to Debbie Harbin and her team of valiant turtle soldiers! Many people did not believe the 9 miles of non-Refuge beach on Fort Morgan peninsula could be covered on foot, but it was done—and superbly!!! [Note: The Refuge still has a UTV to cover their 5 miles of beach. In the past, they provided shared coverage by UTV of all 14 miles of beachfront turtle patrol.]

Bon Secour National Wildlife Refuge.....Chan West



Haley's Mosaic

This week the Bon Secour National Wildlife Refuge is saying "Good Bye" to Haley Lesmerises. She has spent the past six months with the sea turtle program as an intern from Americorps and the Student Conservation Association, which promote conservation and environmental education. Home is Milford, New Hampshire, and she is a graduate of the University of New Hampshire in Wildlife Management and Conservation Biology.

Many hours were spent riding the refuge beaches, where she came to know Connie Smith, a resident of Laguna Key who walks our beaches with his pockets stuffed with plastic bags from the WalMart recycle bin, picking up marine debris and trash left by visitors. He leaves the filled bags beside the track of the UTVs where Haley and others pick them up.

Haley has created a mosaic, now on display in the refuge Visitor Center. This piece of artwork was made almost entirely from plastic bottles, aluminum cans, netting, wood, canvas, Styrofoam, fishing

debris, plastics and other trash and debris collected from the beaches of the Bon Secour National Wildlife Refuge. She has also posted documentation of the scope of the marine debris problem and some simple steps we all can take to reduce the debris entering our waters:

- ~ Use reusable water bottles and shopping bags instead of disposable ones
- ~ Take along a reusable mug for coffee to avoid Styrofoam or plastic cups
- ~ Don't litter; make sure your garbage is disposed of responsibly
- ~ Get involved in your local beach clean- up
- ~ Avoid using disposable plastics
- ~ Reduce, Reuse, Recycle!

Haley will be returning to New Hampshire as a Conservation Steward intern at Bean Brook State Park. Thank you, Haley, for your service here. Do stop by the refuge office to view the mosaic and the display.

Community History ~ Indian Canal ~ Fall ExcavationHarry King

In mid-October Dr. Greg Waselkov and Dr. Bonnie Gums of the University of South Alabama Archaeology Department, Harry King and 15 adventurous volunteers began an excavation of the Indian Canal off Fort Morgan Road. At the site earlier this year, material for carbon-14 dating had been obtained and subsequently verified by a professional lab in Florida—approximately 566 A.D.—or 1450 B.P. [1,450 years ago]. This native socio-economic population was thriving in the Fort Morgan and Bon Secour, Alabama area 1400 to 1500 years ago. Although no artifacts were found at the initial dig site, pottery and other artifacts were found at a mound on the south side of Fort Morgan Road.

We will reconvene at 9:00 am, Sunday, December 3rd at the last dig site.

We are fortunate to have such veteran archaeologists volunteering their time and expertise documenting the oldest Trade Canal in North America! Thank you all for your interest and contributions.

Note from Dr. Waselkov: We've looked over the pottery from last Saturday and it is all Middle Woodland, right in the middle of that period, so probably dating around AD 300 to 400. There was modern glass found in the layer we're currently in, so I am hoping that disappears once we get into the shell midden layer.

[NOTE: Anyone interested in volunteering for this project should contact Harry King: harryking1525@gmail.com]

Fort Morgan Community History

Did You Know?Bonnie Lowry

EARLY LOTS & DEEDS FROM SPAIN

The story of Fort Morgan is fascinating from the time of the Spanish expedition under the command of Admiral Alvarez de Pineda, who, according to history, sailed into Mobile Bay in 1519, twenty-six years after the visit of Columbus to America and one hundred years before the Pilgrims landed.

One of the first tracts of land on the west end of Fort Morgan (Sec. 1, TS 9, Range 1) was 1276 acres granted to Francisco Swarez from Spain. This is recorded in Deed Book A, pp. 292-294 on November 10, 1818.

One of the more interesting tracts of the early 1800's is that of APK Jones (don't know what the initials stand for) but this was an even larger tract (now known as Navy Cove and Pilot Town) than the Swarez tract – going north from the Gulf of Mexico to the Bay of Mobile.

By 1820 the Swarez tract had been deeded to Joshua Kennedy – Apr. 27, 1820, as recorded in Deed Book A, pp. 352-353. The APK Jones will is in Deed Book C and dated Jun. 29, 1928. No mention of the large tract – I presume much, if not all, had been deeded to others, perhaps his family.

Another interesting tidbit: In March of 1910 the trustees of the Alabama Insane Hospital certified to the governor of Alabama that they had examined the claim of James D. Hand, the lands known as "Swamp and overflow Lands" in Sections 22, 23, & 24 – speaking of a subdivision in Township 9. (This would be to the east and encompassed 2495 acres near the Bon Secour National Wildlife Refuge office. Note: J D Hand was the president of Navy Cove Harbor and Railroad Company (1912). Book ISNS, bag 624.

Way back in the 1900's almost all transactions were "quit title actions." The families owned large tracts of land in Fort Morgan, and according to the books they were both on-shore and off-shore (for example, the gas royalties, thanks to Senator Boykin's reservation of the oil and gas ownership which titles were transferred to the State of Alabama).

Fort Morgan Crime Report ~ October 2017Sgt. Nathan Lusk, BCSO

We had only one burglary, which was off Ponce De Leon and was during the night at an occupied house. Purse or wallet was stolen from downstairs while the victim was sleeping upstairs. No forced entry to get inside. This was a very rare occurrence. I don't remember anything similar in the last couple of years.

[Lock your doors at night and remind your visitors, tenants and neighbors to do the same!]

Thefts from unlocked vehicles and homes are preventable crimes. Remove valuables from your vehicles and lock your doors. Security cameras and exterior lights are encouraged. If you have video cameras and are near a reported crime, please check them and call the Sheriff's Office. As always, report suspicious activity.

We request that a family member notify us of any FMCA member's death and the website where an obituary and funeral arrangements can be found. With over 400 member families, we have no certain way of knowing of a member's death.

Baldwin County Commission Contacts

Commissioners:

Charles "Skip" Gruber
cgruber@baldwincountyal.gov
251-943-5061

Tucker Dorsey
tdorsey@baldwincountyal.gov
251-972-8502

Chris Elliott
ctelliott@baldwincountyal.gov
251-990-4606

Frank Burt, Jr.
fburt@baldwincountyal.gov
251-937-0395

To speak at a regular commission meeting, you must have signed up before the meeting. Check the dates, times and locations for all meetings at <http://www.baldwincountyal.gov>

FMCA Executive Board Contacts

If you have questions, need information or would like to volunteer, please contact one of the following board members.

Officers

President	Paul Barefield	540-7727	csbarefield@gmail.com
Vice President	Ernie Church	334-220-0851	ecaces4@gmail.com
Treasurer	Chan West	979-4932	chan@goefish.com
Secretary	Carol Kittrell	251-605-4134	ckittrell@southalabama.edu
Standing Committee Chairs			
District 25 Planning & Zoning	Chan West	979-4932	chan@goefish.com
Incorporation	Paul Barefield	540-7727	csbarefield@gmail.com
Membership	Bonnie Lowry	540-9327	
NEWS & Website Editor	Sonja Sanders	233-6208	
	39sunnisands@gmail.com		
Sunshine	Vickie Matranga	543-1555	vpowers110@gmail.com

FMCA 2017 MEETINGS

FMCA Monthly Member Meetings ~ 2nd Monday, 6:30pm, Shell Banks Church:
November 13 ~ December 11

Fort Morgan Civic Association
P. O. Box 5313 ~ Gulf Shores, AL 36547
www.fortmorgancivic.org

Wayne Dyess
County Administrator
Baldwin County Administration Building
County Commission Office
322 Courthouse Square
Bay Minette, Alabama 36507

July 9, 2019

The Ft Morgan Volunteer Fire Department strongly encourages the Planning and Zoning Department to establish in District 25 a 2 story limit on residential construction vice the suggested 2 1/2 story proposal discussed at our recent joint planning and zoning meeting.

Despite the proposed caveat to limit habitability in the additional 1/2 story, our experience is that people who rent out their homes will go to virtually any length to maximize bedroom count and sleeping numbers. We have seen cots on top of cots in hallways, bunk beds in rooms the size of a closet and narrow stairs leading to attics filled with similar bedding. There are homes here where reasonable emergency access to attic areas and third stories is virtually impossible. A spiral staircase to an upstairs area causes unnecessary limitations on emergency responders who are there to potentially save lives.

Standard 2 story construction is more likely to adhere to traditional stairway width - not the more narrow stairways we encounter when third stories are used as sleeping areas, or when attics are used for habitation.

A 2 story limit may not solve all the problems but will at least make firefighting and medical rescues less problematic. We have a ladder capability to second stories but not to greater heights. And parking along narrow roadways limits the ability of first responders to reasonably access homes that need our help. Your stacking initiative will help alleviate some of the parking situations we encounter - we agree that needs to be implemented here in District 25.

Other concerns we have in the fire department:

Is there a fire code review/enforcement as part of the building permit process?

Can a reasonable occupancy limit be established for residential rental properties?

As homeowners maximize habitability there is a coincidental negative influence on infrastructure (from sewer to water to garbage collection) as well as on evacuation during hurricanes. Road congestion becomes nightmarish. Even

Gulf Shores Mayor Craft has stated his concerns about Ft Morgan traffic merging onto highway 59. Nightmares can soon become reality if growth and density are not better controlled. A 2 story limit would help considerably.

Signage is becoming a safety issue. People are putting up signs within the highway centerline right of way and line of sight in areas is severely limited. We know this is a contributing factor to motor vehicle accidents.

Ancillary issues we would like addressed but not necessarily in your purview have to do with driveway construction. Since owners have to abide by US Fish and Wildlife footprint limitations, we notice driveways narrower than many of our fire apparatus' can traverse. As a result, we would have to lay a line from highway 180 all the way up the driveway to fight the fire directly, or lay line to feed hydrant water to a smaller truck with smaller hoses to battle a blaze. Certainly not an ideal scenario.

Evacuation from FHA and CHHA locales is critical during weather events. The additional people (and vehicles) who would be here if a habitable 1/2 story were permitted only exacerbates challenges we are facing to achieve an orderly evacuation.

The bottom line is: a 2 story residential limitation reasonably ameliorates both controlled growth and reduced density.

Ernie Church
President, Board of Directors
Ft Morgan Volunteer Fire Department



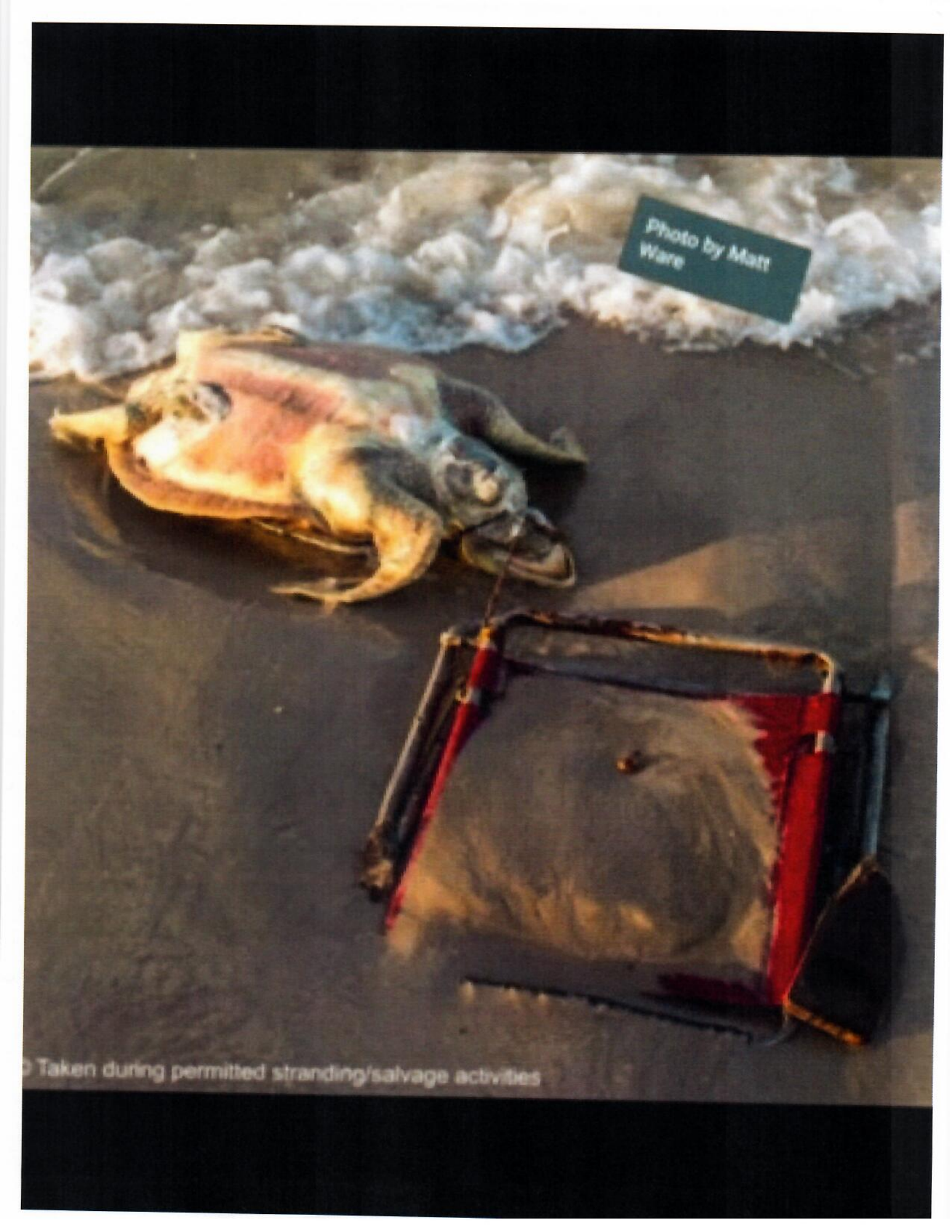
A photograph showing a dead turtle lying on a dark, sandy beach. The turtle's carapace is visible, showing a mix of brown, orange, and black patterns. Its head is turned towards the right. In the foreground, there is a red and black bag, possibly a cooler or a bag of equipment, lying on the sand. The bag has a red strap and a black handle. In the background, the ocean waves are breaking onto the shore, creating white foam. A small, dark green rectangular tag is placed on the sand near the turtle's head.

Photo by Matt
Ware

© Taken during permitted stranding/salvage activities



A7 June 12





A7 June 12





Not acceptable

please remove
at night!!

A photograph of a collapsed tent on a sandy beach. The tent is a light blue or silver color and is lying flat on the sand. To the left of the tent, there is a black folding chair and a blue bag. In the foreground, there is a green plastic container with a red and yellow object inside. The background shows the ocean with waves breaking on the shore. The word "totally" is written in white text on a dark green rectangular background in the bottom left corner.

totally

A black beach umbrella is lying on its side in the shallow surf of a beach. The umbrella is partially submerged, with its frame and fabric visible. The water is a light brownish-yellow color, and the sand in the foreground is wet and dark. The background shows the ocean with small waves breaking. A dark green rounded rectangle with the text "really??" is overlaid on the lower left portion of the image.

really??







STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2020-001

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. TA-19001, Amendments to Article 2 of the *Baldwin County Zoning Ordinance, Local Provisions for Planning District 25 (Section 2.3.25.3)***, SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

WHEREAS, the need has arisen to amend certain provisions of Article 2 of the *Baldwin County Zoning Ordinance, Local Provisions for Planning District 25*, as these provisions pertain to the removal of HDR, High Density Residential District, establishment of a two (2) habitable story height limit for single family and two family dwellings, establishment of dune walkover requirements and standards, and establishment of Planning and Zoning considerations for Coastal High Hazzard Areas and Flood Hazzard Areas (Section 2.3.25.3); and,

WHEREAS, regulatory language which would amend Article 2, Section 2.3.25.3, in the *Baldwin County Zoning Ordinance*, has been prepared; and,

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on September 5, 2019, and voted to recommend approval of the amendment; and,

WHEREAS, the Baldwin County Commission held a public hearing on October 15, 2019; and,

WHEREAS, the requirements of Section 45-2-261 through Section 45-2-261.18, Code of Alabama (1975), regarding procedures to amend the Zoning Ordinance have been met; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that the text amendments to Article 2, Section 2.3.25.3, of the *Baldwin County Zoning Ordinance*, as found in Attachment "A" and Attachment "B", are hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **15th** day of **October 2019**.

Charles F. Gruber, Chairman

ATTEST:

Wayne A. Dyess, County Administrator

Attachment “A”

2.3.25 *Planning District 25.* **(DRAFT)**

2.3.25.1 Effective Date

On June 19, 1992, a majority of qualified electors in Planning District 25 voted to institute County Zoning. On November 16, 1993, the County Commission adopted the Planning District 25 Zoning Map and Ordinances.

2.3.25.2 District Boundaries

A legal description of the boundaries for Planning District 25 may be found under Appendix A.

2.3.25.3 Local Provisions for Planning District 25

(a) Multiple family buildings in the “RMF-6, Multiple Family” district may be erected to a maximum height of seven (7) habitable stories. The required side yards shall be increased by 4-feet for each additional story over two (2) habitable stories. The maximum impervious surface ratio shall not exceed .50.

(b) No PRD development is allowed to exceed maximum height requirements by more than 10-feet or 1 story.

(c) Off-street Parking.

As a supplement to Section 15.2, Parking Schedule, the following off-street parking requirements shall be applicable to single family dwellings and two-family dwellings:

1. Up to Four (4) Bedrooms: Two (2) spaces per dwelling unit.
2. Up to Six (6) Bedrooms: Three (3) spaces per dwelling unit.
3. Seven (7) Bedrooms and more: Four (4) spaces per dwelling unit, plus one (1) additional space per dwelling unit for every bedroom over eight (8).

(d) HDR, High Density Residential District, shall not be available in Planning District 25.

(e) The maximum height of single family and two family structures shall be limited to two (2) habitable stories.

(f) Dune Walkovers.

1. As used in this section, the following definition shall apply:

Dune walkover. A raised walkway constructed for the purpose of protecting the beach and dune system between mean high tide and the construction control (CCL) line from damage that may result from anticipated pedestrian traffic to the beach, and which is no more than six (6) feet in width for multiple family/commercial/public structures, no more than four (4) feet in width for single family/two family structures, constructed without roof or walls, elevated at least one (1) foot above the dune, and extends seaward of the seaward vegetation line.

2. Land Use Certificate.

A. A land use certificate which meets the requirements of Section 18.2, as well as the standards found herein, shall be submitted to and approved by the Zoning Administrator, or his/her designee, prior to the issuance of a building permit.

B. A recent survey showing the location, size and alignment of all proposed structures and the ADEM CCL and property lines shall be submitted along with the required land use certificate application. Said survey shall be prepared and stamped by a Professional Land Surveyor registered in the State of Alabama.

3. A dune walkover shall be constructed to the following standards:

A. There shall be no more than one (1) dune walkover per parcel.

B. Dune walkovers shall begin at the existing ground level elevation of the principal landward structure.

C. The maximum width of the dune walkover structure shall be no more than four (4) feet for single family/two family structures and no more than six (6) feet for multiple family/commercial/public structures. Maximum widths shall be applicable to all sections of the dune walkover structure, including but not limited to steps, ramps, landings and decks.

D. The minimum elevation from the bottom of floor joists of the dune walkover shall be no less than one (1) foot and no more than three (3) feet above the maximum elevation of the dune system being traversed.

- E. No vertical or horizontal structures shall be allowed above thirty-eight (38) inches from the walking surface, i.e., roofs, walls, pergolas, etc.
 - F. Handrails, if any, shall be no higher than thirty-six (36) to thirty-eight (38) inches above the walking service for Single and Two Family Dwellings.
 - G. The dune walkover shall terminate ten (10) feet seaward of the vegetative line of the dune.
 - H. The location and length of the dune walkover is to be coordinated through and approved by the delegated authority of the Alabama Department of Environmental Management (ADEM) and the U.S. Fish and Wildlife Service.
 - I. No lighting shall be utilized on a dune walkover.
 - J. No dune walkover construction shall occur during the sea turtle nesting season from May 1 through November 1.
- (g) Planning and Zoning Considerations in the Coastal High Hazard Area and Flood Hazard Areas in Planning District 25 (Fort Morgan).
- 1. Purpose:
 - A. Fort Morgan contains areas of significant natural beauty, history and unique wildlife. With such assets comes unique vulnerabilities. These vulnerabilities include, but are not limited to, tropical storm damage, flooding, wetland habitat, protected or endangered species, Native American archeological sites and National Historic Landmarks. Further, Act 2015-411, which amends Act 91-719, requires "In performing its functions related to planning and zoning, the Baldwin County Planning and Zoning Commission and the Baldwin County Commission shall specifically consider the historical nature of existing development within the Fort Morgan District, the historical and environmental character of the district, and the unique needs of the district related to hurricane safety and infrastructure for potential evacuation."
 - B. The most imminent threat is to property and lives subject to tropical storm events. The Coastal High Hazard Area (CHHA) is an area particularly vulnerable to the effects of damage from tropical storm events. The CHHA contains the most vulnerable areas of Fort Morgan and thus protection and oversight is needed and justified to protect future populations and property.

2. Objectives of these considerations in the Coastal High Hazard Area (CHHA) and Flood Hazard Area (FHA) are to:

- A. Limit the amount of infrastructure, both private and public in the Coastal High Hazard Area (CHHA)
- B. Limit the magnitude of public loss and mitigation of private loss and investment
- C. Increase the degree of protection to private property and lives of residents and visitors in storm events
- D. Reduce the risk and exposure of lives and property during storm events

3. Coastal High Hazard Area Defined:

The Coastal High Hazard Area (CHHA) of Baldwin County is: “the area below the elevation of the Category 1 Storm Surge Line as established by a Sea, Lake, and Overland Surges from Hurricane (SLOSH) computerized storm surge model.” Baldwin County will use the CHHA Map, provided by National Oceanic and Atmospheric Administration (NOAA), as the delineation of the CHHA and will use the most current SLOSH model to maintain the map. Additionally, in the interest of public safety regarding ingress and egress from and through said hazard areas, any “enclaves” which are not located in either the flood zone or Category 1 storm surge areas, but are surrounded by such hazard areas, will be considered as part of the Coastal Hazard Area. The CHHA Map is attached herein as attachment “A”. Because the boundaries of the CHHA are subject to change, site design and building typology in the CHHA will be based on the CHHA line in effect at the time of development. In addition to the CHHA, areas subject to this consideration also are V-Zones¹ and Coastal Barrier Resources System² (CBRS) areas as indicated on the FEMA Flood Maps.

¹ According to FEMA and the National Flood Insurance Program, any building located in an A or V zone is considered to be in a Special Flood Hazard Area, and is lower than the Base Flood Elevation. V zones are the most hazardous of the Special Flood Hazard Areas. V zones generally include the first row of beachfront properties. The hazards in these areas are increased because of wave velocity - hence the V designation. Flood insurance is mandatory in V zone areas.

² The Coastal Barrier Resources Act (CBRA) of 1982 established the John H. Chafee Coastal Barrier Resources System (CBRS), a defined set of coastal barrier units located along the Atlantic, Gulf of Mexico, Great Lakes, Puerto Rico, and U.S. Virgin Island coasts. These areas are delineated on a set of maps that are enacted into law by Congress and maintained by the Department of the Interior through the U.S. Fish and Wildlife Service (Service). Most new Federal expenditures and financial assistance are prohibited within the CBRS. The prohibition that is most significant to homeowners and insurance agents is the denial of Federal flood insurance through the National Flood Insurance Program (NFIP) for new or substantially improved structures within the CBRS. CBRA does not prevent development, and it imposes no restrictions on development conducted with non-Federal funds. Congress

<http://noaa.maps.arcgis.com/apps/MapSeries/index.html?appid=d9ed7904dbec441a9c4dd7b277935fad&entry=1>

<https://alabamaflood.com/map>

4. Rezoning Considerations in the Coastal High Hazard Area of Fort Morgan:

Increases in density and intensity through rezoning or similar land use changes in the Coastal High Hazard Area (CHHA) in Fort Morgan are prohibited.

5. Rezoning Considerations in Flood Hazard Areas of Fort Morgan:

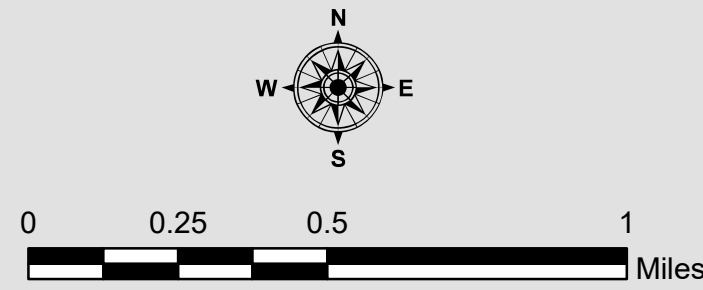
Increases in density and intensity through rezoning or similar land use changes in the Flood Hazard Areas (FHA) in Fort Morgan should be limited to low density single family uses.

<https://alabamaflood.com/map>

6. Development Exemptions and Clustering

Lots of record, as defined by the Baldwin County Subdivision Regulations, may be developed in accordance with subdivision regulations. When properties contain either CHHA or FHA areas, clustering of development through Planned developments, away from areas of highest hazard exposure is strongly encouraged. Lands outside the clustered development should be set aside through conservation easements or similar methods of preservation.

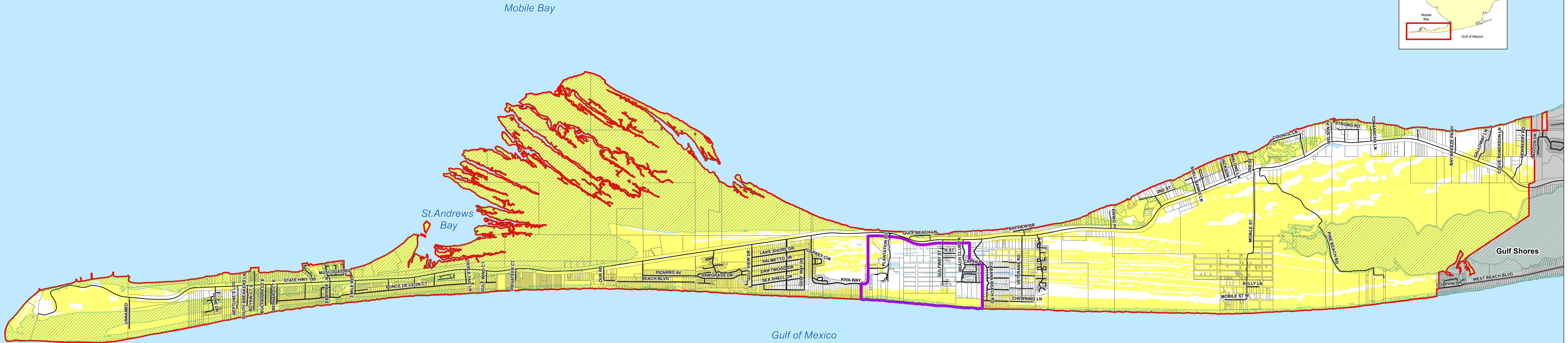
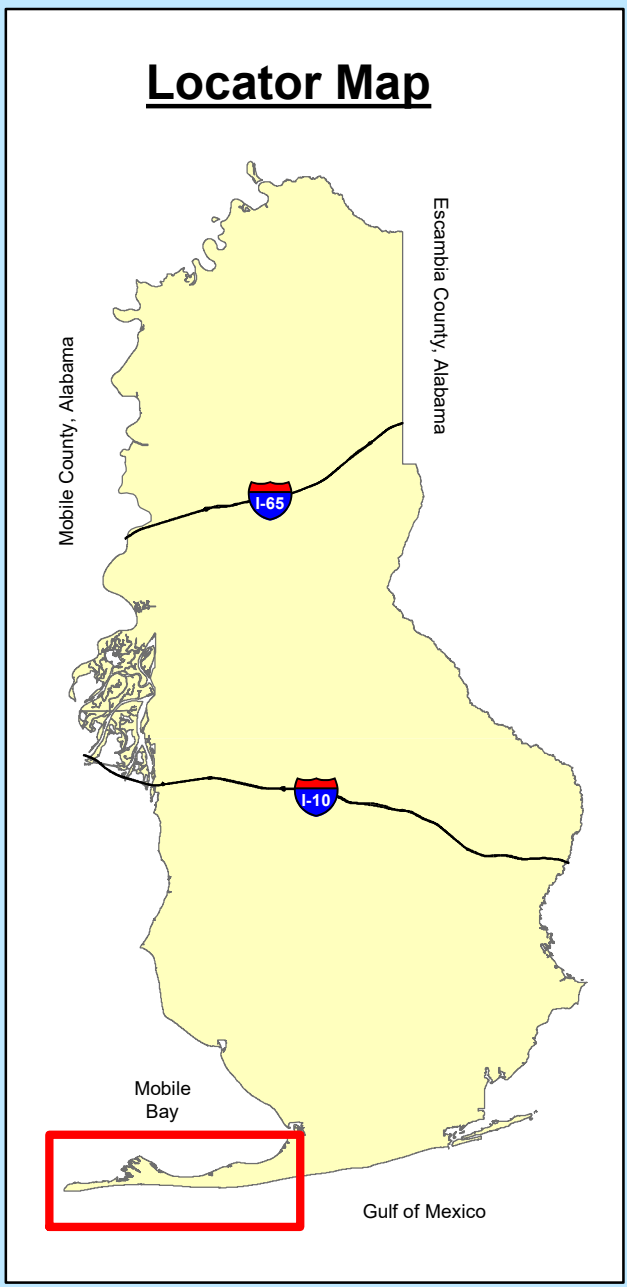
PLANNING DISTRICT 25 FLOOD HAZARD AREA & COASTAL HIGH HAZARD AREA



The information contained in this representation of digital data distributed by the Baldwin County Commission's Planning and Zoning Department is derived from a variety of public and private sources and is considered to be dependable. However, the accuracy, completeness, and currency thereof are not guaranteed. The Baldwin County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability of information or data contained in or generated from the County Geographic Database for any particular purpose. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof assume no liability associated with the use of this data, and assume no responsibility to maintain it in any matter or form. For more information concerning this map call 251.580.1655.

Legend

- Coastal High Hazard Area
- Flood_Hazard_Area_in_PD_25
- Gulf Beach Overlay District
- Planning Districts
- Tax Parcel
- City Limits
- 911 STREETS
- County Maintained
 - ASPHALT
 - GRAVEL/DIRT





Baldwin County Commission

Agenda Action Form

File #: 19-2169, **Version:** 1

Item #: H1

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Brian Peacock, CIS Director

Submitted by: Brian Peacock, CIS Director

ITEM TITLE

Discuss Capability of Recording Commission Work Session Meetings and Other Public Meetings for Post Meeting Viewing

STAFF RECOMMENDATION

Review of technology currently in place to allow the recording of Commission Work Sessions and other public meetings that are currently not being provided.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On September 20, 2019, Administration received an email from Mr. Gabriel Tynes with Lagniappe. This request was to increase the County Commission's transparency by providing videotaping of all public meetings. This agenda item is to address this request and provide Commission with the capabilities of the current system and obtain the direction in which the Commission wishes to pursue.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding? N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-2152, **Version:** 1

Item #: K1

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Kelly Childress, Council on Aging Coordinator

Submitted by: Beverly Johnson, Administrative Support Specialist IV

ITEM TITLE

Vaughn S.A.I.L. Center

STAFF RECOMMENDATION

Discuss the progress made between the Vaughn Community leaders and the South Alabama Regional Planning Commission (SARPC) Area Agency on Aging, as well as the role and responsibilities of the County, Area Agency on Aging and Vaughn Community leaders in an effort to open the Vaughn S.A.I.L. Center.

Pastor Lesley Williams will be in attendance along with Susan Broadhead, Nutrition Coordinator South Alabama Regional Planning Commission (SARPC) Area Agency on Aging.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding? N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-2175, **Version:** 1

Item #: L1

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Zachary M. Hood, EMA Director

Submitted by: Danon H. Smith, Planning & Grants Coordinator

ITEM TITLE

Fiscal Year 2019 Emergency Management Performance Grant (EMPG) Federal Share Agreement

STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the Cooperative Agreement with the Alabama Emergency Management Agency providing \$65,451.00 in Emergency Management Performance Grant (EMPG) funds (Federal funds passed through the State) to the Baldwin County Emergency Management Agency. The period of performance for this grant is October 1, 2018, to September 30, 2019; and authorize the Chairman to sign any related documents.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: EMPG funds are received on an annual basis and are used to support viable emergency management programs at the state and local levels of government. The Alabama Emergency Management Agency is the State Administrative Agency for these funds.

FINANCIAL IMPACT

Total cost of recommendation: \$65,451.00 - offset by grant revenue

Budget line item(s) to be used: 52300

If this is not a budgeted expenditure, does the recommendation create a need for funding? N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

Yes

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: No

Individual(s) responsible for follow up: Administration and EMA Planning & Grants Coordinator

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration:

Prepare correspondence and obtain Chairman's signature on original. Retain one (1) copy for BCC Administration records, send one (1) copy to EMA (Danon Smith) via BCC courier, and mail one (1) copy to:

Alabama Emergency Management Agency
Attn: Jared Stewart
P.O. Drawer 2160
Clanton, Alabama 35046-2160

EMA Planning & Grants Coordinator:
Manage grant activities and submit reimbursement claims and quarterly reports to AEMA.

Additional instructions/notes: N/A



KAY IVEY
GOVERNOR

STATE OF ALABAMA
EMERGENCY MANAGEMENT AGENCY

5898 COUNTY ROAD 41 • P.O. DRAWER 2160 • CLANTON, ALABAMA 35046-2160
(205) 280-2200 FAX # (205) 280-2495



BRIAN E. HASTINGS
DIRECTOR

September 24, 2019

TO: County EMA Directors

FROM: Brian Hastings
Director

SUBJECT: Federal EMPG Funding for FY 2019

Attached are the subaward agreements for the FY 2019 Emergency Management Performance Grant (EMPG). Subaward agreements have been modified to reflect federal requirements set forth in the [Code of Federal Regulations at 2 C.F.R. Part 200](#). This funding is being subawarded to your county in support of comprehensive planning processes that seek to enhance emergency management and catastrophic planning capabilities. The funding is to be utilized in accordance with the "FY 2019 Emergency Management Performance Grants Program Notice of Funding Opportunity (NOFA)." This NOFA can be obtained by visiting the following website https://www.fema.gov/media-library-data/1555007400063-712e02822d6ec4fef35f3af5f2266eb8/FY_2019_EMPG_NOFO_FINAL2_508.pdf,

Please sign and initial all copies and return one original to our office, Attn: Jared Stewart for execution. Once your cooperative agreement is mailed back to us, AEMA personnel will process any outstanding claims for payment.

AEMA appreciates your agency's efforts and dedication to ensuring that your jurisdiction is prepared for all incidents/accidents that may occur. We hope that this funding will help to further your emergency management capability.

If you have any financial questions, please contact Jared Stewart at (205) 280-2242, jared.stewart@ema.alabama.gov.

Enclosure(s)

SUBAWARD
EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)

1. Grantee: Baldwin Co. EMA	2. Effective Dates: 10/01/2018-09/30/2019
3. Issuing Agency: Alabama Emergency Management Agency 5898 County Road 41 P.O. Drawer 2160 Clanton, AL 35046-2160	4. FAIN: [REDACTED]
5. CA Number: [REDACTED]	
6. Federal Allocation:	\$65,451.00
7. CFDA #: [REDACTED]	8. Federal Award Date: 08/26/19
9. Total Federal Award: \$5,728,503.00	

Subrecipient has reviewed the Program Information relating to Emergency Management Performance Grants provided by the Alabama Emergency Management Agency referred to as AEMA. The agreement for, "**Fiscal Year 2019 Emergency Management Performance Grants (EMPG)**" and concurs with the terms and conditions contained therein. Please reference the following websites for EMPG Program Guidance to ensure you are in compliance <https://www.fema.gov/media-library/assets/documents/178513>.


Subrecipient agrees that (1) they will provide in a timely manner any information requested by AEMA regarding the subrecipient's emergency management operation; (2) requests for reimbursement of expenditures incurred relative to this grant will be submitted on claim forms provided or approved by AEMA's Fiscal Section; (3) claims will be presented with clear and adequate supporting documentation as instructed by AEMA's Fiscal Section; (4) claims will be submitted on a monthly basis within 30 calendar days after the end of the month for which you are filing. Failure to submit your claim in a timely manner may result in reducing the original claim amount. Submitting your claim to AEMA from day 31 to 60 could result in a 50% reduction. Submitting your claim to AEMA beyond day 60 could result in a 100% reduction for that particular claim; (5) all claims relating to this grant will be submitted by October 31, 2019; (6) information requested by AEMA concerning expenditures will be provided immediately; (7) funds will be used to provide support of essential expenses of local EMA offices, such as salaries, benefits, supplies, maintenance of facilities, & other necessary costs of operation for the local EMA office; (8) All EMPG related files/paperwork will be made available to AEMA personnel for monitoring & review; (9) they will comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Subrecipient agrees that, as a recipient of a Federal contract and/or grant, federal funds will not be expended for cost incurred to encourage, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action to increase the appropriation for EMPG funding or to amend any restrictions placed on EMPG funding. Subrecipient also agrees federal funds will not be expended to influence DHS/FEMA officials to award, extend, or modify the EMPG grant.

Subrecipient agrees that the AEMA Director or his designated agent may elect to withhold or, with ten days' notice, withdraw all or part of this funding from the grantee for (1) non-compliance with any portion of the terms stated in this document, or (2) failure to perform appropriately in an emergency situation, or (3) allowing the position of local EMA Director to remain vacant for more than 30 days without appointing either a new Director or an Acting Director.

Certification By County Official Authorized To Sign:

I certify that I understand and agree to comply with the general & fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to Subrecipient approval may result in the expenditures being absorbed by the subrecipient; and, that the receipt of these grant funds through the Subrecipient will not supplant state or local funds.



Brian E. Hastings, Director
Alabama Emergency Management Agency

09/24/19

Date

Local EMA Director/Coordinator

Date

Chief Elected Official

Date

1. **Applicable Federal Regulations:** The Subrecipient must comply with the Office of Management and Budget (OMB Circulars, as applicable: [2 C.F.R. Part 200A](#)). Also, the Subrecipient must comply with the provisions of 28 CFR applicable to grants and Subawards including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination Equal Employment Opportunity Policies and procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; part 63, Floodplain Management and Wetland Protection Procedures; and Part 66 (formerly OMB Circular A-102), Uniform Administrative requirements for Grants and Subawards to State and Local Governments.
2. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars referenced above.
3. **Audit Requirements:** The subrecipient agrees to comply with the requirements of OMB Circular [2 C.F.R. Part 200](#). Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by AEMA and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB [2 C.F.R Part 200](#). If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the subrecipient has not expended the amount of federal funds that would require a compliance audit. The subrecipient agrees to accept these requirements.
4. **Non- Supplanting Agreement:** The subrecipient shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.
5. **Reporting Requirements:** The subrecipient agrees to submit timely, complete, and accurate reports to the appropriate AEMA Section and maintain appropriate backup documentation to support the reports.
6. **Written Approval of Changes:** Any mutually agreed upon changes to this subgrant must be approved, in writing, by AEMA prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
7. **Individual Consultants:** Billings for consultants/contractors who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the maximum of \$450.00 per day.

8. **Bidding Requirements:** The subrecipient must comply with proper competitive bidding procedures as required by 2 C.F.R Part 200, as applicable, i.e. copies of invoices, receipts, or checks.
9. **Personnel and Travel Costs:** Personnel and Travel costs must be consistent with the agency's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. In the absence of agency regulations, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. **However, at no time can the agency's travel rates exceed the federal rate established by the Internal Revenue Service.**
10. **Term of Grant Period:** Grant funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than 45 calendar days after the end of the grant period. Also, any obligation of grant funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. **Utilization and Payment of Grant Funds:** Funds awarded are to be expended only for purposes and activities that will strengthen emergency management programs and capabilities within the county. These funds will be utilized to provide support for essential expenses including salaries, benefits, equipment, supplies, maintenance of facilities, and other necessary costs of the local emergency management agency. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Payments will be adjusted to correct previous overpayments and disallowances or underpayments resulting from audit. Grants failing to meet this requirement, without prior written approval, are subject to cancellation.
12. **Recording and Documentation of Receipts and expenditures:** Subrecipient's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures, and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
13. **Financial Responsibility:** The financial responsibility of subrecipient s must be such that the subrecipient can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:
 - a) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
 - b) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
 - c) the accounting system should provide accurate and current financial reporting information; and,
 - d) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

14. **Property Control:** Effective control and accountability must be maintained for all personal property. Subrecipient s must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subrecipient s should exercise caution in the use, maintenance, protection and preservation of such property.
- a. Title: Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subrecipient. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000.00 or more per unit.
 - b. Use and Disposition: Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. Theft, destruction, or loss of property shall be reported to AEMA immediately.
15. **Performance:** This grant may be terminated or fund payments discontinued by AEMA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by AEMA. In the event the subrecipient fails to perform the services described herein and has previously received financial assistance from AEMA, the subrecipient shall reimburse AEMA the full amount of the payments made. However, if the services described herein are partially performed, and the subrecipient has previously received financial assistance, the subrecipient shall proportionally reimburse AEMA for payments made.
16. **Deobligation of Grant Funds:** All expenditures of grant funds must be completed and the grant closed out within forty-five (45) calendar days of the end of the grant period. Failure to close out the grant in a timely manner will result in an automatic deobligation of the remaining grant funds by AEMA.
17. **Americans with Disabilities Act of 1990 (ADA):** The subrecipient must comply with all the requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. **Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped):** All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its subrecipient s, contractors, subcontractors, assignees or successors.
19. **Utilization of Minority Businesses:** Sub grantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. **Political Activity:** None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

21. **Debarment Certification:** With the signing of the grant application, the subrecipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –Lower Tier Covered Transactions" form.
22. **Drug-Free Workplace Certification:** This certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by the state agency subrecipient s that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when AEMA determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant; or government-wide suspension or debarment.
23. **Closed-Captioning of Public Service Announcements:** Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
24. **Fiscal Regulations:** The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by AEMA Guidelines or "Special Conditions" placed on the grant award.
25. **Compliance Agreement:** The subrecipient agrees to abide by all Terms and Conditions including "Special Conditions" placed on the grant award by AEMA. Failure to comply could result in a "Stop Payment" being placed on the grant.
- 26 **Suspension or Termination of Funding:** AEMA may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subrecipient for any of the following reasons:
- a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriation Act issued thereunder, or other provisions of Federal Law.
 - b. Failure to adhere to the requirements, standard conditions or special conditions of this grant.
 - c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been approved for funding.
 - d. Failure to submit reports on a semi-annual basis and as otherwise required.
 - e. Filing a false certification in this application or other report or document.
 - f. Other good cause shown.
27. **National Incident Management System (NIMS):** The subrecipient agrees to make good faith efforts to comply with NIMS compliance requirements published by the NIMS Integration Center and the State NIMS Coordinator. The subrecipient further agrees to comply with specific requirements published in the State of Alabama NIMS Implementation Plan.
28. **Alabama Mutual Aid System Agreement (AMAS):** The subrecipient agrees to remain a party to the Alabama Mutual Aid System Agreement.

29. **Emergency Operations Plan (EOP):** In accordance with FY 19 Federal Emergency Management Performance Grant Guidance the subrecipient agrees to develop and maintain viable all hazards, all threats Emergency Operations Plans (EOPs) by engaging the whole community in compliance with the Comprehensive Preparedness Guide (CPG) 101 v.2 released November 2010. The subrecipient shall maintain, or revise as necessary, jurisdiction wide all hazard emergency operation plans consistent with CPG 101 v.2 which serves as the foundation for State, local, tribal, and territory emergency planning. Subrecipients must update their EOPs at least once every two years.
30. **Plan Analysis Tool:** In accordance with FY 19 Federal Emergency Management Grant Guidance the subrecipient agrees they will report progress toward aligning their EOP with CPG 101 v.2 by completing the Plan Analysis Tool CPG 101 v.2 available at http://www.fema.gov/pdf/about/divisions/npd/CPG_101_v2_past.pdf. The subrecipient is required to submit a Plan Analysis Tool annually that describes the percentage completion of the CPG 101 v.2 alignment.
31. **Completion of Threat and Hazard Identification and Risk Assessment (THIRA):** In accordance with FY 19 Federal Emergency Management Performance Grant Guidance all subrecipients shall develop and maintain a Threat and Hazard Identification and Risk Assessment (THIRA).
32. **Exercise Requirement:** In accordance with FY 19 Federal Emergency Management Performance Grant Guidance subrecipient agrees that all personnel funded from this grant, shall participate in no less than three exercises in a 12-month period. And an After-Action Report/Improvement Plan (AAR/IP) will be submitted to hseep@dhs.gov and uploaded to the Alabama EMA Grant Manager site, www.grants.EMA.Alabama.gov after conduct of said exercise.
33. **Training Requirement:** In accordance with FY 19 Federal Emergency Management Performance Grant Guidance subrecipient agrees that all personnel funded from this grant, shall complete *either* the Independent Study courses identified in the Professional Development Series *or* the National Emergency Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored state, local, tribal, territorial, regional or other designated location. Further information on the National Emergency Management Basic Academy and the Emergency Management Professional Program can be found at <http://training.fema.gov/empp/>. Previous versions of the IS courses meet the training requirements.
34. **Acknowledgement of Federal Funding from DHS:** All recipients of financial assistance will comply with requirements to acknowledge Federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents, describing projects or programs funded in whole or in part with Federal funds.
35. **State Division Office Support:** All recipients agree that all assets and personnel supported in part or entirely with FY 19 EMPG funding must, where applicable, be readily deployable to support emergency or disaster operations at the seven (7) Alabama Emergency Management Agency, Divisional Operations Centers.



Baldwin County Commission

Agenda Action Form

File #: 19-2182, **Version:** 1

Item #: N1

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Wayne Dyess, County Administrator

Matthew Brown, Director of Transportation

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

BRATS Department - Position Changes

STAFF RECOMMENDATION

Take the following actions:

1) Abolish the full-time BRATS Driver Supervisor position (PID #343) (grade H range: \$29,631.68 - \$48,642.88 annually); and

2) Create a part-time BRATS Driver Supervisor position (PID #TBD) grade H (grade H range: \$14.246 - \$23.386 per hour); and

3) Approve the position description for part-time BRATS Driver Supervisor.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Director of Transportation respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 51930.5113

If this is not a budgeted expenditure, does the recommendation create a need for funding? N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Personnel

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

Additional instructions/notes: N/A

POSITION DESCRIPTION

Title: Driver Supervisor – Part Time

Department: Baldwin Rural Area Transportation System (BRATS)

Job Analysis: October 2019

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Assistant Director of Transportation, Director of Transportation

Subordinate Staff: Bus Drivers, County Courier Drivers

Internal Contacts: Baldwin County Commission, County Administrator, County Administrator, Co-workers

External Contacts: General Public, Business Community

Status: Classified/Non-Exempt (H)

Job Summary

Assist in supervising over 50 drivers regarding their duties of operating their vehicles, carrying out pre-trip inspections, keeping vehicle clean, overseeing proper reporting, and assisting passenger within established guidelines. Handles driver's hiring, termination, orientation and training, performs driver evaluations and route evaluations along with bus reviews, coordinates training programs and follow-up training for employees. Must be on-call at all times for emergencies and be capable of assessing emergency issues. Monitors and manages payroll within the allocated budget. Supervisor must be willing to perform other duties as deemed necessary by management. Assists in office with administrative duties.

Job Domains

A. Essential Functions

1. Maintain control of passengers while they are aboard the vehicle.
2. Secure and tie down wheel chairs properly.
3. Record the time of each pick up and drop off.
4. Record the odometer of each pick up and drop off.
5. Remember addresses and directions.
6. Properly perform pre-trip and post-trip inspections of the vehicle.
7. Report maintenance issues and safety hazards.
8. Maintain cleanliness of vehicle.

9. Maintain fuel level of vehicle.
10. Collect fares of passengers.
11. Maintain accurate paperwork and training documentation.
12. Assist passengers within established guidelines.
13. Provide information to passengers.
14. Speak professional and clearly on radio.
15. Be familiar with current training procedures and safety equipment.
16. Able and willing to receive and maintain PASS certification and additional training.
17. Implement safety and training programs.
18. Able to provide orientation and training procedures for new drivers.
19. Assist in documenting and reviewing accidents and incidents.
20. Perform driver knowledge and performance evaluations.
21. Assist in emergency management as needed.
22. Participate in training activities.
23. Maintain professional drivers by hiring and terminating.
24. Perform Finalization of Employment promptly.
25. Assist in office with scheduling, and dispatching.

Knowledge, Skills and Abilities

1. Skills to communicate effectively and clearly with general public mostly elderly and impaired.
2. Ability to keep detailed records and make accurate reports.
3. Ability to read road signs correctly.
4. Knowledge to understand rules and regulations of defensive driving.
5. Ability to follow routine oral and written instructions.
6. Math skills in order to keep correct figures on fares, adding miles traveled and gallons of gas and oil purchased.
7. Knowledge and understanding of the Alabama State Highway Public Transportation Highway rules and regulations.
8. Ability to deal with general public in a professional, courteous and polite manner.
9. The ability & patience to work with individuals with disabilities.
10. Ability to remember addresses and directions.
11. Ability to convey procedures and instructions to new hires and existing staff.
12. Ability to relate pertinent information and safety hazards to supervisor.
13. Skills to create an environment conducive to learning and instruction.
14. Ability to operate a direct link radio and to communicate effectively and clearly.
15. Ability to work in computer software programs.

Other Characteristics

1. Willing and able to be trained to secure a wheel chair down properly.
2. Must be able to travel as deemed necessary.
3. Need to have transportation to work.
4. Willing to work non-standard hours as necessary.

Physical Qualifications

1. Ability to see, read, write, stand, walk, reach, pull, push, bend, turn, climb, escort passengers, observe passengers, lift a minimum of 50 lbs unassisted and secure passengers and mobility devices.
2. Must have 20/40 vision or better with corrected lenses.

Minimum Qualifications

1. Must have a valid Commercial Driver's License with Passenger Endorsement.
2. Minimum of five (5) years experience in the transit industry.
3. Criminal background check authorization required.
4. Pre-employment drug screening, random drug screening and post accident drug and alcohol screenings are required.



Baldwin County Commission

Agenda Action Form

File #: 19-2170, **Version:** 1

Item #: P1

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Wayne Dyess, County Administrator

Matthew Brown, Director of Transportation

Submitted by: Chandra Middleton, Assistant Director of Transportation

ITEM TITLE

BRATS - Amended Grant Documents for Baldwin Regional Area Transit System

STAFF RECOMMENDATION

At the request of Alabama Department of Transportation:

1. Approve amendment of Resolution #2019-100, Local Match Certification, and Application letter for Fiscal Year 2020 5311 Grant, originally approved during regularly scheduled Commission meeting on June 18, 2019, Agenda item BM12; and
2. Approve the Amended Application letter, Local Match Certification and Local Commitment letter for Fiscal Year 2020 5307 Grant, originally approved during Regularly Scheduled Commission meeting on June 18, 2019, Agenda item BM13; and
3. Make the amended document as part of the October 15, 2019 regular meeting record.

BACKGROUND INFORMATION

Previous Commission action/date: June 18, 2019 - Approved Submission of Fiscal Year 2020 Section 5307 & 5311 Grants for Baldwin Regional Area Transit System.

Background: On September 19, 2019 via email the Alabama Department of Transportation requested that the reference to farebox be removed from the local match documents in the 5311 and 5307 grants resulting in the request for the amendments. These changes have no impact on previous action or financial commitment; this is a clerical correction for documentation purposes.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding? N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Administration Staff and BRATS Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration staff will add to record and Chandra Middleton, BRATS Assistant Director will submit to ALDOT

Additional instructions/notes: N/A



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

June 18, 2019

Mr. D. E. Phillips, Jr., P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, Alabama 36110

RE: FY 2020 SECTION 5311 (RURAL) TRANSIT PROGRAM APPLICATION

Dear Mr. Phillips:

The Baldwin County Commission is hereby applying for a Section 5311 administrative, operating, capital, and/or planning grant under 49 USC Section 5311, to assist in the operation of the Baldwin Regional Area Transit System "BRATS" Public Transit System for the period covering October 1, 2019 to September 30, 2020. The project application has been reviewed and approved by the Baldwin County Commission. The requested amount of Federal assistance is as follows:

Federal Administrative Assistance	\$ 779,026.00
Federal Operating Assistance	\$ 869,145.00
Federal Capital Assistance	\$ 358,400.00
Federal Planning Assistance	0.00
Total of Federal Assistance	\$ 2,006,571.00

Local assistance in the amount of \$ 1,153,502.00 will be used as the non-federal match. The applicant attests that all information contained within this application is true and correct and that the applicant has the legal, financial and technical capacity to carry out the proposed project. If you have questions or need further information, please contact Baldwin Regional Area Transit System's Director of Transportation, Matthew Brown at (251) 972-8576.

Respectfully,

CHARLES F. GRUBER, Chairman,
Baldwin County Commission



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4. CHARLES F. GRUBER

Local Match Certification

We, the undersigned representing Baldwin County Commission, do hereby certify to the Alabama Department of Transportation that the required local funds for the Baldwin Regional Area Transit System, "BRATS" Public Transportation Program are available from the following source(s):

General Fund:	\$	1,032,558.00
Contracts:	\$	120,944.00
Advertising:	\$	-
Other:		
Total:	\$	1,153,502.00

These funds will be available as of October 1, 2019.


Signature

CHARLES F. GRUBER, Chairman
Baldwin County Commission

9-25-19
(Date)

Resolution Authorizing Local Matching Funds

RESOLUTION NO. 2019-100

"SECTION 5311 NONURBANIZED AREA PUBLIC TRANSPORTATION"

WHEREAS, the **Baldwin County Commission** recognizes the need for a public transportation program; and


WHEREAS, the **Baldwin County Commission** is recognized as a member of the Baldwin County Transportation Steering Committee; and

WHEREAS, the **Baldwin County Commission** recognizes that the requirements to obtain Section 5311 funds from the Alabama Department of Transportation includes a local match of 50% for operating expenses and 20% for administration and capital expenses; and

WHEREAS, the **Baldwin County Commission** recognizes that the local match will be a shared cost with other participating municipalities being responsible for providing an appropriate allocation of local non-federal funds to secure the operating of the Section 5311 Non-urbanized Area Public Transportation Program.


NOW, THEREFORE, BE IT RESOLVED, that the **Baldwin County Commission** hereby commits the amount of **\$1,153,502.00** as local non-federal match for capital, administrative and operations expenditures under the Section 5311 Non-urbanized Area Public Transportation Program during Fiscal Year 2020.

Passed and adopted the eighteen day of June 2019.

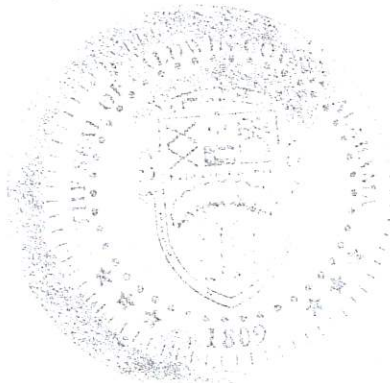


CHARLES F. GRUBER, Chairman
Baldwin County Commission

ATTEST:



WAYNE DYESS, County Administrator
Baldwin County Commission





COUNTY COMMISSION

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MEMBERS
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2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

June 18, 2019

Mr. D. E. Phillips, Jr., P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, Alabama 36110

RE: FY 2020 URBANIZED TRANSIT PROGRAM 5307 APPLICATION

Dear Mr. Phillips:

The Baldwin County Commission is hereby applying for a Section 5307 operating/planning/capital grant under 49 USC Section 5307, to assist in the operation of the Baldwin Regional Area Transit System "BRATS" Public Transit System for the period covering October 1, 2019 to September 30, 2020. The project application has been reviewed and approved by the Baldwin County Commission. The requested amount of Federal assistance is as follows:

Federal Operating Assistance:	\$77,641.00
Federal Planning Assistance:	\$0.00
Federal Capital Assistance:	\$46,400.00
Federal Other Capital Improvement Assistance:	\$696,000.00
Total 5307 Federal Assistance:	\$820,041.00

Local assistance in the amount of \$263,241.00 will be used as the non-federal match. The applicant attests that all information contained within this application is true and correct and that the applicant has the legal, financial and technical capacity to carry out the proposed project. If you have questions or need further information, please contact Baldwin Regional Area Transit System's Director of Transportation, Matthew Brown at (251) 972-8576.

Respectfully,

CHARLES F. GRUBER, Chairman
Baldwin County Commission



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MEMBERS
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2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

June 18, 2019

Mr. D. E. Phillips, Jr., P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, Alabama 36110

Subject: Local Match Commitment for 5307 Grant

Dear Mr. Phillips:

The Baldwin County Commission is applying for a Section 5307 planning/operation/capital grant to aid in the operation of the Baldwin Rural Area Transportation System. The planning, operational and/or capital expenses requested in this project have been reviewed and approved by the Baldwin County Commission of Baldwin County. We are requesting 5307 federal assistance in the amount of \$77,641 for operational assistance, \$46,400 for capital assistance and \$696,000.00 for other capital assistance. Local assistance in the amount of \$263,241.00 will be used as the non-federal match.

The Baldwin County Commission hereby acknowledges the local matching requirements for the referenced project and affirms assistance in the amount set forth above.

If you have any questions on this request, please contact Matthew Brown at (251) 972-8576.

Sincerely,

CHARLES F. GRUBER, Chairman
Baldwin County Commission



COUNTY COMMISSION

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MEMBERS
DISTRICT 1. JAMES E. BALL
2. JOE DAVIS, III
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4. CHARLES F. GRUBER

Local Match Certification

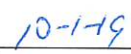
We, the undersigned representing Baldwin County Commission, do hereby certify to the Alabama Department of Transportation that the required local funds for the Baldwin Regional Area Transit System, "BRATS" Public Transportation Program are available from the following source(s):

General Fund:	\$	252,438.00
Contracts:	\$	10,803.00
Advertising:	\$	-
Other:		
Total:	\$	263,241.00

These funds will be available as of October 1, 2019.



Signature
CHARLES F. GRUBER, Chairman
Baldwin County Commission



Date



Baldwin County Commission

Agenda Action Form

File #: 19-2164, **Version:** 1

Item #: P2

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Wayne Dyess, County Administrator

Matthew Brown, BRATS Director

Submitted by: Amanda Thweatt, Scheduler

ITEM TITLE

BRATS - Request for Baldwin Regional Area Transit System Transit Service from Daphne Senior Center to Baldwin County Coliseum for the 2019 Senior Expo

STAFF RECOMMENDATION

Retroactively approve the use of one (1) Baldwin Regional Area Transit System (BRATS) bus for transporting approximately Twenty (20) individuals to the 2019 Senior Expo in Robertsedale, AL on Wednesday, October 9, 2019. The cost of the transportation will be approximately \$284.00 paid for by the City of Daphne.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Jane Ellis with the Daphne Senior Center contacted BRATS on Friday, September 27, 2019 requesting transportation for the Daphne Seniors to attend the Senior Expo at Baldwin County Coliseum on Wednesday, October 9, 2019. The cost of this transportation will be approximately \$284.00. This trip is permitted under the Federal charter regulations because it falls within the Program Purpose Exemption with the FTA regulations. BRATS has reviewed its staffing levels and will be able to accommodate the trip.

FINANCIAL IMPACT

Total cost of recommendation: \$284.00 - to be fully reimbursed by the City of Daphne.

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding? N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: The event date is Wednesday, October 9, 2019

Individual(s) responsible for follow up: BRATS Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
BRATS Staff will coordinate, schedule, and bill for transit service.

Additional instructions/notes: N/A

REQUEST FOR BRATS TRANSIT SERVICE

Name of Organization: City of Daphne Date of Request: 10/1/19
 Contact Person: Jane Ellis Email Address: jellis@daphneal.com
 Phone Number: 620-2401
 Billing Address: P.O. BOX 400 Daphne AL 36526
 Do you currently have an approved account with Baldwin Regional Area Transit System? Yes X No

POTENTIAL EXEMPTIONS OR EXCEPTIONS**EXEMPTION: Rural Program Purpose**

Is the origin of the proposed trip outside the MPO Urbanized Area (see attached map)? ☐ Yes ☒ No
 Will the proposed transportation be for a human service organization or for elderly, disabled, or low income passengers? ☒ Yes ☐ No

EXCEPTION 1: Service for Qualified Human Service Organizations (QHSEO)

Is the requested service for individuals in one of the following three categories (check all that apply)?
☒ Those with mobility limitations due to advance age ☐ Those with disabilities ☐ Those with low income
 Does one of the following apply to your entity (check all that apply)?
☐ Receives funding from federal program listed in attachment ☐ Is a registered QHSEO on the FTA charter website

EXCEPTION 2: Service for Government Officials on Official Government Business

Will the proposed trip occur within BRATS service area (currently all of Baldwin County)? ☒ Yes ☐ No
 Will the proposed involve official government business? ☐ Yes ☒ No
 Will at least one elected or appointed official be on each provided trip? ☐ Yes ☒ No

EXCEPTION 3: Service When Private Charter Service Not Available

Would you like BRATS to initiate exceptions by issuing a notice to determine whether any registered charter providers are interested in providing your entity with charter service? ☐ Yes ☐ No

NOTE: if you mark "yes" above, BRATS will issue the required notice to registered charter service providers within Baldwin County. If any provider responds with interest in providing the service, Baldwin County cannot provide your entity with the requested service.

EVENT INFORMATION

Name of Event: Area Agency on Aging Senior Expo Date of Event: 10/1/19
 Contact Person at Event: Jane Ellis Cell Phone Number: 404-6141
 Number of Vehicles Needed: 1 Number of Passengers: 12
 Number of Wheelchairs: 1 Number of Lift Assist Passengers: 2
 Time to Begin Event: 9:00 AM Time Event Will End: 1:00 PM
 Pick Up Location & Physical Address:

2605 US 98 Daphne Senior Center

Destination Location and Physical Address:

Robertsdale Coliseum

A timed itinerary with address details must be supplied for multiple stops.

We acknowledge there will be additional charges for excessive cleanup or damage to the vehicle caused by passengers. We understand charges will include pre and post safety inspections of vehicle and travel times to and from event. We will not hold BRATS responsible for breakdowns, accidents, bad road conditions, inclement weather, and other conditions beyond its control.

Signed: [Signature]

(Authorized Signature)

For: City of Daphne

(Company Name)

Trip Scheduled: / /
 (scheduler signature) (date)

Approved Cost:

Area Agency on Aging 2019 Senior Lifestyle Expos

Mobile County

Thursday, October 3

9:30 am – 1:00 pm

The Grounds
(Greater Gulf State Fairgrounds)
1035 N Cody Rd.
Mobile, AL 36608

Baldwin County

Wednesday, October 9

9:30 am – 1:00 pm

Baldwin County Coliseum
19477 Fairground Road
Robertsdale, AL 36567

Free Admission and Parking
Health and Wellness
 Free Health Screenings
 Information on Aging Services
Flu Shots Available
Entertainment and Shopping
 Games - Prizes
 Market Area with Local Vendors
Free Lunch and Tote Bag
Giveaways and Door Prizes



We are Local – Connect, Create, Contribute

For more information, to be a sponsor,
to be an exhibitor, contact:

Nancy Bledsoe
251-706-4647

nbledsoe@sarpc.org



Sponsored by:
Area Agency on Aging-
South Alabama Regional
Planning Commission



Baldwin County Commission

Agenda Action Form

File #: 19-2165, **Version:** 1

Item #: P3

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Wayne Dyess, County Administrator

Matthew Brown, BRATS Director of Transportation

Submitted by: Amanda Thweatt, Scheduler

ITEM TITLE

BRATS - Request for Baldwin Regional Area Transit System Transit Service from the Fairhope Health and Rehab Facility to the Grimes Fish Nursery in Stapleton, Alabama

STAFF RECOMMENDATION

Approve the use of one (1) Baldwin Regional Area Transit System (BRATS) bus for transporting approximately ten (10) individuals to the Grimes Fish Nursery in Stapleton, Alabama on Saturday, October 19, 2019. The cost of the transportation will be approximately \$316.00 paid for by the Fairhope Health and Rehab Facility.

BACKGROUND INFORMATION

Previous Commission action/date: N/A.

Background: Mrs. Almore contacted Baldwin Regional Area Transit System (BRATS) on Monday, September 30, 2019 requesting transportation for the Fairhope Health and Rehab Facility to attend a fishing event at the Grimes Fish Nursery in Stapleton, Alabama on Saturday, October 19, 2019. The cost of this transportation will be approximately \$316.00 paid for by Fairhope Health and Rehab. This trip is permitted under the Federal charter regulations because it falls within the Program Purpose Exemption with the FTA regulations. BRATS has reviewed its staffing levels and will be able to accommodate the trip.

FINANCIAL IMPACT

Total cost of recommendation: \$316.00 - to be fully reimbursed by Fairhope Health and Rehab

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding? N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: Event date of Saturday, October 19, 2019.

Individual(s) responsible for follow up: BRATS Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):

BRATS staff will coordinate, schedule, and bill for transit service.

Additional instructions/notes: N/A

REQUEST FOR BRATS TRANSIT SERVICE

9/30/2019

Name of Organization: Fairhope Health & Rehab Date of Request: Oct 19, 2019
 Contact Person: Tanja Almore Email Address: talmore@nolandhealth.com
 Phone Number: 251-727-6315 or 251-888-0087
 Billing Address: 108 S. Church Street Fairhope, AL 36532
 Do you currently have an approved account with Baldwin Regional Area Transit System? Yes ☐ No ☒

POTENTIAL EXEMPTIONS OR EXCEPTIONS

EXEMPTION: Rural Program Purpose

Is the origin of the proposed trip outside the MPO Urbanized Area (see attached map)? ☐ Yes ☒ No
 Will the proposed transportation be for a human service organization or for elderly, disabled, or low income passengers? ☒ Yes ☐ No

EXCEPTION 1: Service for Qualified Human Service Organizations (QHSO)

Is the requested service for individuals in one of the following three categories (check all that apply)?
☒ Those with mobility limitations due to advanced age ☒ Those with disabilities ☒ Those with low income
 Does one of the following apply to your entity (check all that apply)?
☒ Receives funding from federal program listed in attachment ☐ Is a registered QHSO on the FTA charter website

EXCEPTION 2: Service for Government Officials on Official Government Business

Will the proposed trip occur within BRATS service area (currently all of Baldwin County)? ☒ Yes ☐ No
 Will the proposed involve official government business? ☐ Yes ☒ No
 Will at least one elected or appointed official be on each provided trip? ☐ Yes ☒ No

EXCEPTION 3: Service When Private Charter Service Not Available

Would you like BRATS to initiate exceptions by issuing a notice to determine whether any registered charter providers are interested in providing your entity with charter service? ☒ Yes ☐ No

NOTE: If you mark "yes" above, BRATS will issue the required notice to registered charter service providers within Baldwin County. If any provider responds with interest in providing the service, Baldwin County cannot provide your entity with the requested service.

EVENT INFORMATION

Name of Event: Catfish Roundup Date of Event: Oct 19, 2019
 Contact Person at Event: Mrs. Grimes Cell Phone Number: (251) 937-5993
 Number of Vehicles Needed: 1 Number of Passengers: 6 patients 3 staff
 Number of Wheelchairs: N Number of Lift Assist Passengers: N
 Time to Begin Event: 10am Time Event Will End: 2pm
 Pick Up Location & Physical Address:
108 South Church Street Fairhope Health & Rehab
Fairhope, AL 36532

Destination Location and Physical Address:
36900 State Hwy 59 Grimes Nursery
Bay Minette, AL 36507

A timed itinerary with address details must be supplied for multiple stops.

We acknowledge there will be additional charges for excessive cleanup or damage to the vehicle caused by passengers. We understand charges will include pre and post safety inspections of vehicle and travel times to and from event. We will not hold BRATS responsible for breakdowns, accidents, bad road conditions, inclement weather, and other conditions beyond its control.

Signed:

For:

(Authorized Signature)

(Company Name)

Trip Scheduled: _____ / _____
 (scheduler signature) (date)

Approved Cost: _____



Baldwin County Commission

Agenda Action Form

File #: 19-2098, **Version:** 1

Item #: P4

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Wayne Dyess, County Administrator; Brian Peacock, CIS Director

Submitted by: Anu Gary, Administrative Services Manager; Tim Doerr, CIS Systems Engineer

ITEM TITLE

Renewal of Granicus Subscriptions for Agenda Management Software

STAFF RECOMMENDATION

Accept the Granicus Proposal and approve the renewal of the annual Granicus fees and subscriptions for the County's agenda management software, effective October 31, 2019 for a period of three (3) years, ending October 30, 2022. The annual fees and subscriptions for the first year will be in the total amount of \$42,000, with a 2.5% uplift in cost in year two, and 5.0% uplift in year three.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Annual Fees for Renewing Subscriptions for Fiscal Year 2019-2020:

Government Transparency Suite	Annual	1 Each	\$11,556.00
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,056.00
Legistar	Annual	1 Each	\$16,272.00
Meeting Efficiency Suite	Annual	1 Each	\$10,716.00
Upgrade to SDI 720p Streaming	Annual	1 Each	\$2,400.00
Open Platform Suite	Annual	1 Each	\$0.00
<u>SUBTOTAL:</u>			<u>\$42,000.00</u>

Fiscal Year 2020-2021: \$43,050.00 (2.5% uplift in cost in year two of contract)

Fiscal Year 2021-2022: \$45,202.50 (5.0% uplift in cost in year three of contract)

Explanation of fees/subscriptions listed above:

Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, indexing of event, creation of minutes.

Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance

recorded, and minutes created.

Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire Legislative process of the clerk's office. By leveraging Legistar, the client will be able to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval.

Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word or HTML, and publish online.

Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)

Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.

FINANCIAL IMPACT

Total cost of recommendation: \$42,000 in Fiscal Year 2019-2020

Budget line item(s) to be used: 51125.5150.01

If this is not a budgeted expenditure, does the recommendation create a need for funding? N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

Yes, County Attorney will need to review before approval.

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: Time-sensitive, renewal deadline is October 31, 2019 for continued service.

Individual(s) responsible for follow up: Administration - Do a requisition and get PO# from Purchasing. Follow up with Vendor for payment.

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

Additional instructions/notes: N/A

Granicus Proposal for Baldwin County AL

Granicus Contact

Name: John Watkins

Phone: (323) 909-5189

Email: john.watkins@granicus.com

Proposal Details

Quote Number: Q-78081

Prepared On: 9/12/2019

Valid Through: 10/30/2019

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

Period of Performance: 10/31/2019 - 10/30/2020

Contract End Date: 10/30/2022

Annual Fees for Renewing Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
Government Transparency Suite	Annual	1 Each	\$11,556.00
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,056.00
Legistar	Annual	1 Each	\$16,272.00
Meeting Efficiency Suite	Annual	1 Each	\$10,716.00
Upgrade to SDI 720p Streaming	Annual	1 Each	\$2,400.00
Open Platform Suite	Annual	1 Each	\$0.00
SUBTOTAL:			\$42,000.00

Remaining Period(s)		
Solution(s)	10/31/2020 - 10/30/2021	10/31/2021 - 10/30/2022
Government Transparency Suite	\$11,844.90	\$12,437.15
Granicus Encoding Appliance Software (GT)	\$1,082.40	\$1,136.52
Legistar	\$16,678.80	\$17,512.74
Meeting Efficiency Suite	\$10,983.90	\$11,533.10
Upgrade to SDI 720p Streaming	\$2,460.00	\$2,583.00
Open Platform Suite	\$0.00	\$0.00
SUBTOTAL:	\$43,050.00	\$45,202.50

Product Descriptions	
Name	Description
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, indexing of event, creation of minutes.
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire Legislative process of the clerk's office. By leveraging Legistar, the client will be able to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Configuration services for one meeting body\type • One Legistar database • One InSite web portal • Design services for one agenda report template • Design services for one minute's report template
Meeting Efficiency Suite	<p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word or HTML, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to one Granicus platform site • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • One MS Word or HTML minutes template (additional templates can be purchased if needed)
Upgrade to SDI 720p Streaming	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)

Product Descriptions	
Name	Description
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.

Terms and Conditions

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Baldwin County AL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-78081 dated 9/12/2019 are incorporated into this Purchase Order by reference.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Billing Information

Name:

Phone:

Email:

Address:

Baldwin County AL

Signature:

Name:

Title:

Date:



Baldwin County Commission

Agenda Action Form

File #: 19-2076, **Version:** 1

Item #: P5

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE

Resolution #2020-009 Commending Ms. Peggy Vanover Barnes for Years of Distinguished Public Service at the Cindy Haber Center, Inc.

STAFF RECOMMENDATION

Adopt Resolution #2020-009 commending Peggy Vanover Barnes upon the occasion of her completion of nearly 20 years of service to the Cindy Haber Center, Inc. (formerly the MR/DD Board, Inc.) as a Member and President of the Board of Directors and her years of distinguished public service.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Staff received an email from the Cindy Haber Center, Inc. Board of Directors on September 13, 2019, requesting that the Commission recognize Ms. Peggy Vanover Barnes upon her retirement and for her distinguished public service on the Cindy Haber Board, Inc.

Ms. Barnes and members of the Cindy Haber Center, Inc. will be in attendance at the October 15, 2019, regular meeting to accept the resolution.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

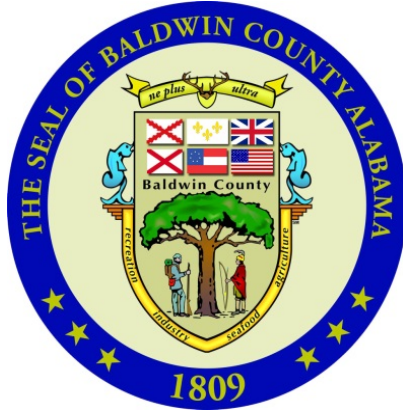
For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed):

N/A

Additional instructions/notes: N/A



BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA

RESOLUTION

COMMENDING PEGGY VANOVER BARNES UPON THE OCCASION OF HER COMPLETION OF NEARLY 20 YEARS OF SERVICE TO THE CINDY HABER CENTER, INC. (FORMERLY THE MR/DD BOARD, INC.) AS A MEMBER AND PRESIDENT OF THE BOARD OF DIRECTORS AND HER YEARS OF DISTINGUISHED PUBLIC SERVICE.

WHEREAS, the Cindy Haber Center, Inc. (formerly known as the MR/DD Board, Inc.) is a public corporation providing critical services to individuals with intellectual disabilities in Baldwin, Clarke, Washington and Mobile Counties; and

WHEREAS, Peggy Vanover Barnes has been a volunteer member of the Cindy Haber Center, Inc. Board of Directors for over 20 years, and has served as the president of the Board of Directors for over 18 years; and

WHEREAS, under the direction of Ms. Vanover Barnes the Cindy Haber Center, Inc. expanded its service area from just Baldwin and Clarke Counties when she first came to the board to now include both Washington County (2011) and Mobile County (2018); and

WHEREAS, again under her direction, the Cindy Haber Center, Inc. planned and built its new headquarters building in Robertsedale, Alabama in 2017 so as to better serve its constituents; and

WHEREAS, the leadership and expertise of Peggy Vanover Barnes have contributed in no small manner to securing the strong financial position of the Cindy Haber Center, Inc. which in turn helps to ensure continuity in providing services to some of the neediest in our community; and

WHEREAS, Ms. Vanover Barnes recently stepped down from the Board of Directors of the Cindy Haber Center, Inc. after this long, faithful, and fruitful service; and

WHEREAS, Peggy Vanover Barnes is a life-long resident of Baldwin County, a graduate of Robertsedale High School, a long-time member of the Robertsedale Rotary Club and in all ways dedicated to the betterment of life in Baldwin County, Alabama; and

WHEREAS, the service and leadership of Peggy Vanover Barnes to the Cindy Haber Center, Inc. is characteristic of the service and leadership she has shown to the people of Baldwin County throughout her career both in the private sector where she operated the highly successful financial services firm of Vanover Boehm, Inc. and in a more public setting as a member and now chairman of Baldwin County EMC; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that the Baldwin County Commission commends and congratulates Ms. Peggy Vanover Barnes on her service to and achievements for the Cindy Haber Center, Inc. and Baldwin County, Alabama; and

BE IT FURTHER RESOLVED, that a copy of this resolution, recorded in the official minutes of this honorable county governing body and embodied as *Resolution #2020-009 of the Baldwin County Commission*, be conveyed to Ms. Vanover Barnes in sincere praise and as a small token of appreciation on behalf of all the citizens of Baldwin County, Alabama.

DONE, at the County Seat, in Bay Minette, Alabama, and under the Seal of Baldwin County, Alabama, as affixed on this the 15th day of October, 2019.

Commissioner Charles F. Gruber, Chairman

ATTEST:

Wayne A. Dyess, County Administrator

Anu Gary

From: William E. Scully <wescully@gmail.com>
Sent: Friday, September 13, 2019 2:59 PM
To: Anu Gary
Cc: Dawn Roley Lindsey; Clara Myers
Subject: <EXTERNAL> County Commission Commendation for Peggy Vanover Barnes
Attachments: Peggy Vanover Barnes Draft Resolution for Baldwin Commission.docx; Board Resolution re Peggy.pdf

Ms. Gary:

I am a member of the Board of Directors for the Cindy Haber Center, Inc. Our long-time board president, Peggy Vanover Barnes recently decided to retire from service on our board. The Board of Directors recently voted to request that the Baldwin County Commission recognize Peggy's contributions to the Cindy Haber Center and to the community. To this end, I have attached a draft of a proposed resolution for the County Commission. I tried to follow the format that I saw on several examples. Also, I have attached a copy of the resolution of our Board of Directors urging the Commission to commend Peggy for her service.

Please let me know if you have any questions, or if there is anything else that you would need. I have provided a courtesy copy of this email to Dawn Lindsey, the new Executive Director of the Cindy Haber Center, and to Clara Myers, the current president of our Board of Directors.

Thank you for your assistance.

Bill Scully

**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS OF THE CINDY HABER CENTER, INC.**

The regular meeting of the Board of Directors of The Cindy Haber Center, Inc. (hereinafter referred to as the "Board"), was held on the 12 day of September, 2019, a quorum of the board being present.

The meeting was called to order by the President.

The President brought to the attention of the Board the following matter: a proposal to recommend to the County Commission of Baldwin County that the County Commission pass a resolution commending Ms. Peggy Vanover Barnes for her long service to this Board of Directors. After discussion by the Board, upon motion duly made and seconded, and unanimously carried by the directors then voting, the Board adopted the following resolution:

RESOLVED, that the Board of Directors of the Cindy Haber Center, Inc. recommend that the County Commission of Baldwin County pass recognize and commend Ms. Peggy Vanover Barnes for her long and faithful service to this Board of Directors in words and figures approximate to the proposed commendation appended to this resolution:

There being no further business to come before the meeting, upon motion duly made and seconded, and unanimously carried, it was adjourned.


EILEEN MUELLER, Secretary

APPROVED:


CLARA MYERS, President



Baldwin County Commission

Agenda Action Form

File #: 19-2081, **Version:** 1

Item #: Q1

Meeting Type: BCC Work Session

Meeting Date: 10/8/2019

Item Status: Addendum

From: Joey Nunnally, P.E., County Engineer

Mike Campbell, Engineering Technician I

Submitted by: Kristen Rawson, Office Manager

ITEM TITLE

License Agreement No. 19013 - 3rd Street Right-of-way in Montrose

STAFF RECOMMENDATION

Approve and authorize the Chairman to execute License Agreement No. 19013 permitting Burgess A. Thomasson Jr. and Thomasson Trust A U/A DTD 2-24-75, Trustees A Daniel Thomasson and Leigh Thomasson Brown, to clear underbrush and a few small trees on 3rd Street, from end of pavement to Rock Creek, to access their properties. (This agreement is only valid for clearing to access the property. The term of this agreement shall commence on the date of full execution. License for Installation shall terminate at 11:59 p.m. on February 28, 2020. License for Maintenance shall be indefinite according to the terms of the agreement.)

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Licensee is requesting to obtain access to the right of way for the purpose of clearing 20 ft wide and 2,330 ft long of underbrush and a few small trees less than 12 inches in diameter to access their properties. The Licensee shall have the right of way surveyed and erosion control installed prior to performing work.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding? N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
N/A.

Reviewed/approved by: N/A.

Additional comments: Standard agreement used as previously approved by the County Attorney.

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Administration Staff will have license agreement executed by the Chairman and the original forwarded to the County Engineer.

Mike Campbell will issue the license agreement and conduct all necessary follow-up inspections on work performed.

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

Additional instructions/notes: N/A

LICENSE AGREEMENT

This LICENSE AGREEMENT (this "Agreement") between Baldwin County, Alabama ("Licensor"), with an address at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507, and **Burgess A. Thomasson Jr. and Thomasson Trust A U/A DTD 2-24-75, Trustees A Daniel Thomasson and Leigh Thomasson Brown** ("Licensees"), with an address at **P.O Box 3102 Daphne, Alabama 36526.**

WITNESSETH:

WHEREAS, Licensor is the owner of the real property described as **Third Street right-of-way from end of pavement to Rock Creek in Montrose** and more particularly as shown on **Site map and Vicinity map** attached hereto and included as if fully set forth herein (the "Property").

WHEREAS, Licensee desires to obtain access to the Property for the purposes of: **Clearing 20' wide and 2,330' long of underbrush and a few small trees less than 12" in diameter to access their properties. The Licensee shall have the right of way surveyed/staked and erosion control installed prior to performing work. This agreement is only valid for clearing to access the property. Any further development shall not be allowed until a new agreement is obtained.** and Licensor is willing to provide such access pursuant to this Agreement.

WHEREAS, pursuant hereto, Licensee agrees to defend, indemnify and hold the Licensor and Licensor's Representatives harmless from any and all claims or demands for injuries or damage to persons or property and further agrees to assure the Licensor that neither he or she, nor any persons using said public access in conjunction with this License, would claim any personal rights in the subject property or any rights of adverse possession.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Licensor, the parties agree as follows:

1. **Recitals.** The above recitals and statements are incorporated as part of this Agreement as if fully set forth herein.

2. **Grant of License.** Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, **Burgess A. Thomasson Jr. and Thomasson Trust A U/A DTD 2-24-75, Trustees A Daniel Thomasson and Leigh Thomasson Brown.**, a revocable, non-exclusive, temporary license (the "License") to enter upon the Property as is reasonably required to **clear underbrush and a few small trees**. Any other use of the Property requires the prior written consent of Licensor in each instance. This License is granted to Licensee and is limited and specifically restricted to Licensee and its employees ("Licensee Representatives"). Licensee shall comply with Licensor's safety and security policies deemed to be necessary by Licensor and with such reasonable rules and regulations as Licensor, or its agents, may impose from time to time by notice to Licensee.

3. **Property.** The real property subject hereto is limited to and sufficiently described as: **Third Street right-of-way from end of pavement to Rock Creek in Montrose.** Any exhibits referenced and attached hereto shall be incorporated herein as if fully set forth.

4. **Term of License (Installation and Maintenance).** The term of the License for Installation and/or Maintenance shall commence on the date of full execution of this Agreement. The term for installation, unless sooner terminated, shall automatically terminate and expire at 11:59 p.m. on **February 28, 2020**. Maintenance shall be indefinite according to the terms of this Agreement, or until modified by agreement with the County.

5. **Condition of License Area: Assumption of Risk.** Licensee accepts the Property in its "WHERE IS", "AS IS", condition and acknowledges that Licensor has made no representation or warranty to Licensee as to, and has no obligation for, the condition of the Property. Licensee assumes the risk of any latent or patent defects or problems that are or may be on the Property or the improvements thereon. Licensee agrees that Licensor shall not be liable for any injury, loss or damage on account of any such defects or problems. Licensee for itself and the Licensee Representatives waives and releases Licensor from any and all claims for injury to persons or damage to the property, whether real or personal, of Licensee or any Licensee Representatives by reason of the condition of the Property or otherwise.

6. **Compliance.** Licensee and the Licensee Representatives shall comply, at Licensee's expense, with all applicable laws, regulations, rules and orders, whether federal, state or local, or any regulation of any governmental body

having jurisdiction over the Property with respect to Licensee's work and activities at the Property, regardless of when they become effective. Licensee, at its cost, shall obtain any applicable licenses or permits required by applicable laws and regulations for the use of the Property. Licensee shall not use, nor permit the use, of the Property for any purpose in violation of such laws, regulations, rules or orders. Licensee agrees not to use said right-of-way in any fashion which will in any way damage or restrict the same for future use by the public in general for a public right-of-way. Furthermore, said usage as described herein, or the placement of said usage, shall not in any way alter the present or future rights of the Licensor to move, relocate, amend, or otherwise change said travel way to any other location whatsoever.

7. Public Property. Licensee acknowledges and consents that said property/right of way is public in nature and that the usage hereunder is permissive. Licensee shall not obstruct or otherwise interrupt any rights of the general public to the property. Licensee makes no claim of private ownership or other possessory interest in the property subject hereto, and any rights of the Licensee in the property will be limited to the same extent as that of the general public. Any work performed by Licensee, or any improvements made as a result of the Licensee's work, on the property is considered to be a benefit to the general public, and the Licensee makes no claim that such work or improvements are privately owned and waives all right to claims that such work or improvements are private in nature.

8. Indemnification. Licensee shall indemnify, defend and hold Licensor and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensee and invitees (collectively, "Licensor Representatives") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon Licensor or any Licensor Representatives, as a result of any entry upon or activity conducted by Licensee or any Licensee Representative, or any act or omission by Licensee or any Licensee Representative. The Licensee shall also assume the responsibility for any claims for damage done to property due to the exercise, usage and/or presence of the resulting work as a result of this License.

9. No Alteration. Except as expressly permitted by this Agreement, Licensee shall not make nor permit any uses alterations or additions to the Property without Licensor's prior written consent.

10. Removal and Completion Upon Termination. Upon the expiration or termination of this License, Licensee shall (a) peaceably deliver to Licensor the full possession of the Property; (b) remove all materials, equipment, debris, waste, staged fill materials and improvements placed thereon by Licensee or Licensee Representatives (or resulting from work under this Agreement); and (c) repair any damage to the Property and restore the Property to its condition on the date of this Agreement. Should Licensee fail, within thirty (30) days after the date of the termination of this License, to make such removal, repair and restoration, Licensor may, at its option, remove said materials, equipment and improvements and complete said repair and restoration at the sole cost of Licensee. Licensee shall reimburse Licensor for such costs within thirty (30) days after request by Licensor.

11. Damage to Property. Licensee agrees to pay for any damage which may arise to buildings, fences, machinery, or other property of Licensor or any third party on or near the Property resulting from Licensee's operations or presence on the Property. Licensee shall reimburse any and all costs related to any and all corrections, changes or improvements deemed to be necessary by Licensor as a result of work performed pursuant to this Agreement or as a result thereof.

12. Standard of Operation: Expenses. Licensee shall conduct all of its operations in a safe and workmanlike manner. All work and activities which Licensee performs at the Property shall be at Licensee's sole cost and expense.

13. Insurance. Prior to occupying or using the Property, Licensee shall carry, with insurers satisfactory to Licensor, throughout the term hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability for each occurrence. Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability for each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the state where the Property is located and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the Property with limits not less than \$1,000,000 each accident and \$1,000,000 each employee disease. All liability insurance shall name Licensor as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to Licensor, shall be furnished to Licensor, which

shall specifically state that such insurance shall provide for at least ten (10) days' notice to Licensor in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against Licensor and Licensor Representatives. Should Licensee fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, Licensor may, at its option, suspend this Agreement until insurance is obtained or terminate this Agreement immediately without further action.

14. Responsibility. Licensee shall be responsible for compliance by Licensee Representatives with the terms of this Agreement and for all acts or omissions by Licensee Representatives on the Property.

15. No Assignment. Licensee shall not have the right to assign this Agreement or any rights or obligations hereunder without Licensor's prior written permission. Any attempted assignment shall be void. No assignment shall relieve Licensee of its liabilities and obligations herein.

16. Agency. It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this License; therefore, any actions of the parties shall not be considered or implied to create such agency.

17. No Waiver. The failure of Licensor or Licensee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

18. Termination. It is understood and agreed that Licensor, in its absolute discretion, with or without cause or hearing, may terminate the license and permission herein granted to Licensee. Termination of the license and permission herein granted may be accomplished in writing, or orally. Once notice of termination is given by Licensor to Licensee, the permission herein granted shall immediately and automatically terminate, and Licensee shall have no further right, permission or authority to utilize the Property. The indemnity obligations set forth in this Agreement shall survive termination or expiration of this Agreement.

19. Miscellaneous.

(a) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Both Licensor and Licensee have contributed substantially and materially to the preparation of this Agreement.

(b) This Agreement shall apply to and bind the successors and permitted assigns of the respective parties.

(c) This Agreement embodies the entire agreement and understanding of the parties, and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

(d) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties or their respective successors or permitted assigns.

(e) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(f) This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This agreement may be delivered by facsimile transmission.

(g) This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.

(h) Licensee's obligations under this Agreement shall survive expiration or termination of this Agreement.

20. Financial Terms/Conditions. The Licensee shall incur and absorb all financial responsibility that arises to complete the said described project and shall remain responsible for the duration of the Agreement. The Licensor shall not incur any expense of the usage/maintenance described in this Agreement. These financial responsibilities shall lie solely with the Licensee.

21. Terms of Maintenance Agreement. Any damage to the existing Right-of-Way caused by periodic maintenance to the property shall be the sole responsibility of the Licensee to repair at the Licensee's expense.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution by Licensor below.

LICENSEES:

BURGESS A. THOMASSON JR. AND THOMASSON
TRUST A U/A DTD 2-24-75, TRUSTEES A DANIEL
THOMASSON AND LEIGH THOMASSON BROWN

Burgess A. Thomasson, Jr. /Date

State of Alabama)
County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that Burgess A. Thomasson, Jr. is the individual whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same with full authority to do so voluntarily and personally on the day the same bears date.

Given under my hand and official seal, this the ____ day of _____, 20__.

Notary Public
My Commission Expires: _____

Daniel Thomasson /Date

State of Alabama)
County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that Daniel Thomasson, is the individual whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same with full authority to do so voluntarily and personally on the day the same bears date.

Given under my hand and official seal, this the ____ day of _____, 20__.

Notary Public
My Commission Expires: _____

Leigh Thomasson Brown /Date

State of Alabama)
County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that Leigh Thomasson Brown, is the individual whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same with full authority to do so voluntarily and personally on the day the same bears date.

Given under my hand and official seal, this the ____ day of _____, 20__.

Notary Public
My Commission Expires: _____

LICENSOR:

ATTEST:

BALDWIN COUNTY, ALABAMA

Wayne Dyess /Date
County Administrator

Charles F. Gruber /Date
Chairman

State of Alabama)
County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that Charles F. Gruber and Wayne Dyess, as Chairman and County Administrator of the Baldwin County Commission, and whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same with full authority to do so voluntarily on the day the same bears date.

Given under my hand and official seal, this the ____ day of _____, 20__.

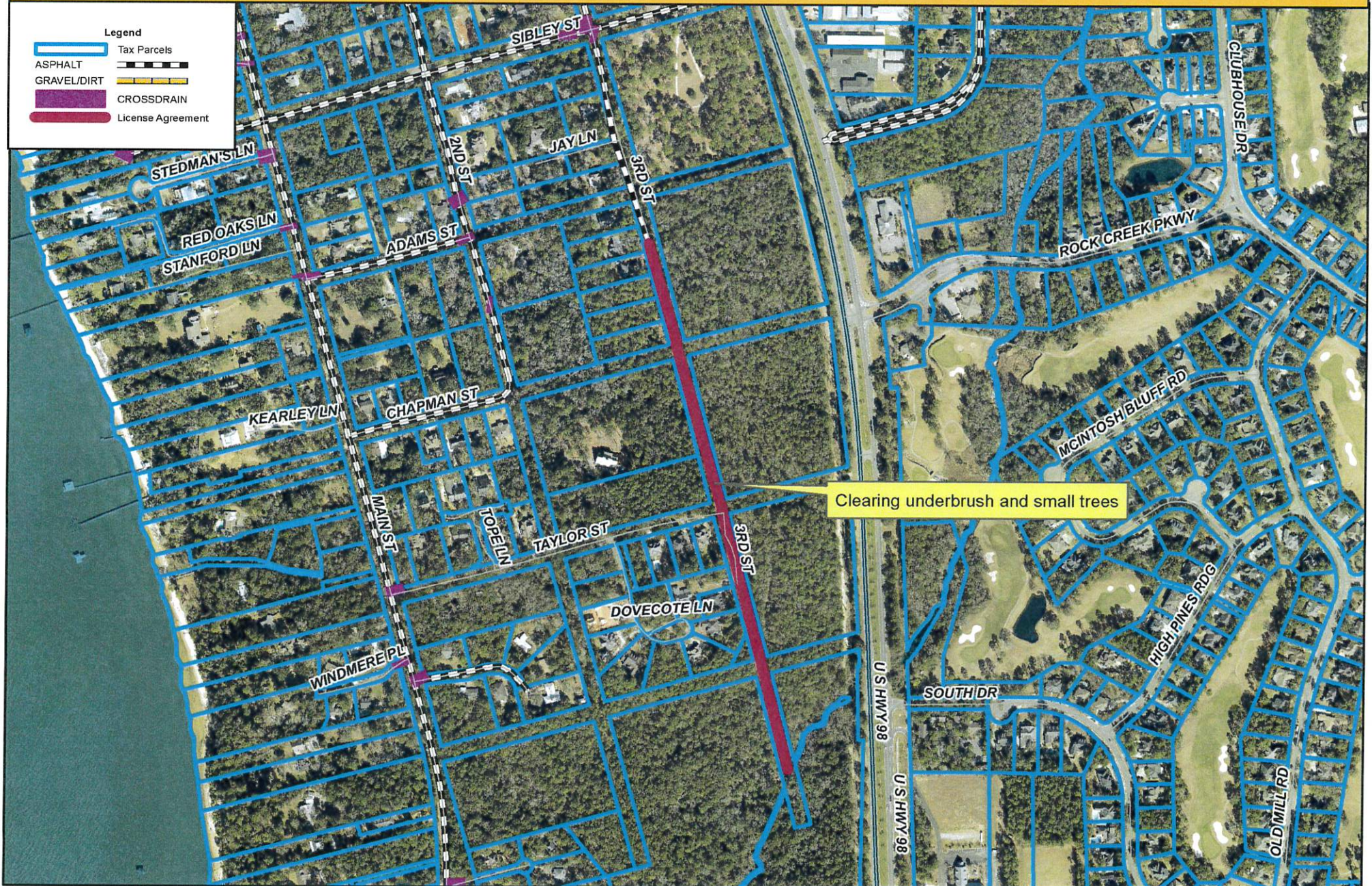
Notary Public
My Commission Expires: _____



License Agreement # 19013 - Burgess A. Thomasson Jr. Site Map



- Legend**
- Tax Parcels
 - ASPHALT
 - GRAVEL/DIRT
 - CROSSDRAIN
 - License Agreement



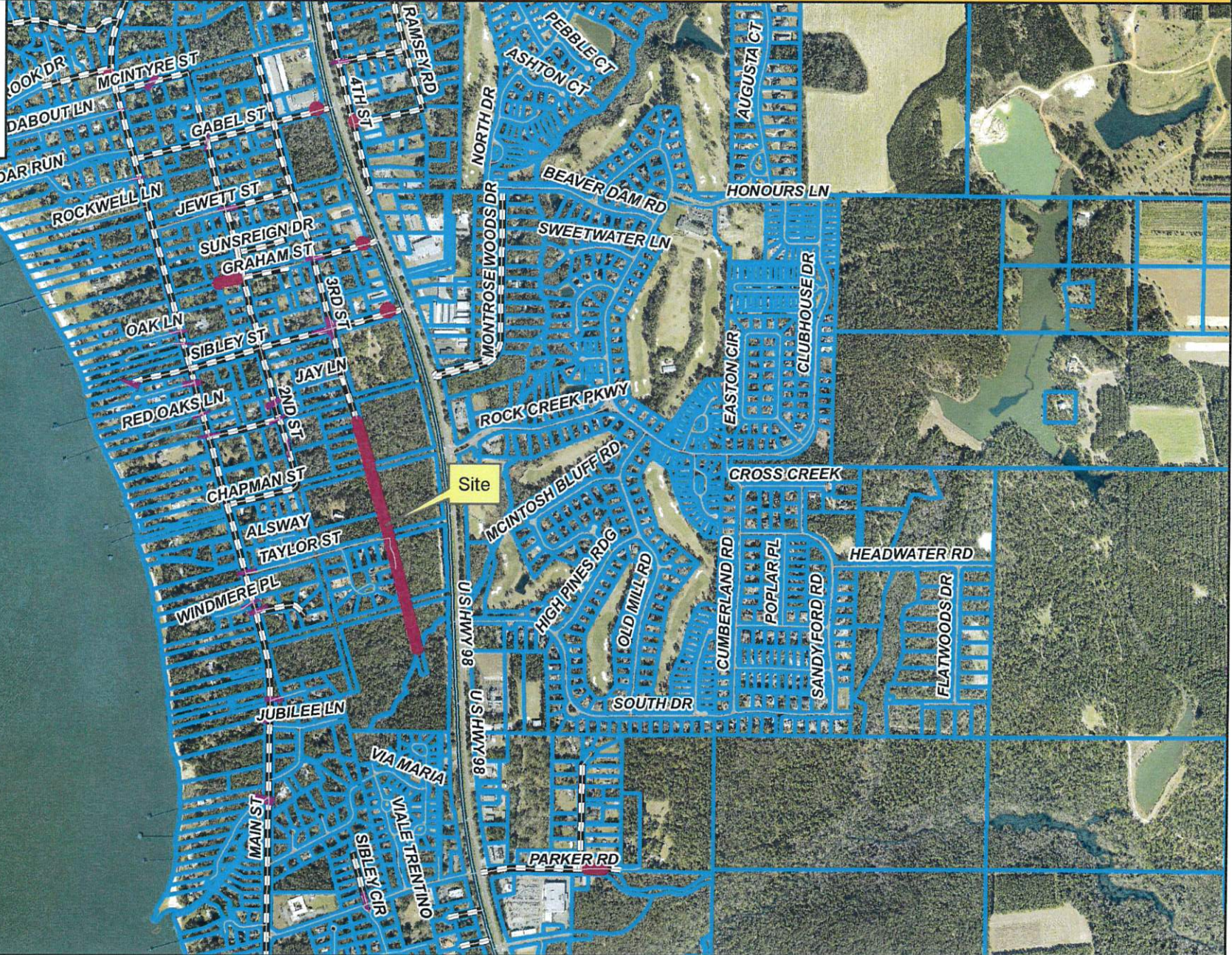


License Agreement # 19013 - Burgess A. Thomasson Jr. Vicinity Map



Legend

- Tax Parcels
- ASPHALT
- GRAVEL/DIRT
- CROSSDRAIN
- License Agreement



October 6, 2019

Baldwin County Highway Department
Permit Division
P.O. Box 220
Silverhill, AL 36576
Fax: (251) 937-0227

LETTER SENT VIA FAX AND REGULAR MAIL

**Re: Application for License to Clear Unopened Right-of-Way
Case Number #LA-19013**

To Whom It May Concern:

I am responding to the notice that was received regarding Burgess Thomasson's and the Thomasson Trust's request for a license allowing them the right to clear a 20-foot by 2,330-foot path to provide access to their property located to the east of 3rd Street. I understand that this request will be considered during a meeting of the Baldwin County Commission Work Session scheduled for October 8th, 2019, which I plan to attend.

I believe that the request should be denied for a number of reasons. First, the Thomassons already have access to the property, making the license unnecessary. Based on my review of the application materials and the notice that was received, the license is purportedly needed so that the Thomassons can access the property. My understanding is that the Thomassons are planning to market and sell the property to a buyer and that they would like to clear the right-of-way to help them show the property. However, they already have sufficient access to the property that would allow them to show it to potential buyers. There is a utility easement on the eastern side of the property that is already cleared, and I believe that there is also an older logging trail that provides the Thomassons access to the property. Because access already exists, it is unnecessary to clear a path down the 3rd Street right-of-way.

In addition to being unnecessary, clearing 3rd Street as requested will create several problems for the residents of Montrose. Clearing this right-of-way will likely lead to drainage and erosion issues, especially given that there is a large gully running across 3rd Street. I'm also worried that clearing the right-of-way will cause problems similar to those currently occurring on 2nd Street. I have spoken with Barry Booth and other residents living adjacent to 2nd Street, who have reported finding trash and other indications that people are camping and loitering on the right of way, which concerns me. These are ongoing issues that we do not wish to have on 3rd Street if they can be avoided.

Lastly, my neighbors and I are especially concerned that unnecessarily clearing this right-of-way will be the first in a series of steps leading to the eventual opening of 3rd Street and other connecting streets such as Adams, Chapman and Taylor Streets. Montrose is a historic neighborhood with small quiet roads and beautiful trees, and we believe that the integrity of the neighborhood should be preserved at all costs. Opening 3rd Street would do just the opposite. It would lead to increased traffic off of U.S. Hwy. 98, create public safety issues stemming from additional all-wheel vehicles on these small, narrow roads, and would compromise the neighborhood's unique and rural feel. Taken together, these impacts would cause irreversible harm to the makeup of the Montrose community.

Mr. Larry Chason, who spoke on behalf of the Thomasons in meetings with the City of Fairhope Planning Commission, has acknowledged as much. He told the Planning Commission on several occasions that there is no plan to open these existing rights of ways or to connect a future development to Montrose. Mr. Chason went so far as to propose a Planned Unit Development (PUD) to the City of Fairhope's Planning Commission for this future development. That plan did not include any access to 3rd Street or any of its parallel streets, and the City adopted this PUD in February of 2017. Moreover, past County Commissioners have expressed that there is no plan by the County to open these rights of ways for the same reasons.

Considering that the Thomassons already have access to the property in question and given both the concerns set out in this letter and the representations made to the City of Fairhope and the residents of Montrose in the past regarding this very issue, my hope is that the Commission will respectfully deny the request to grant the license the Thomassons have applied for. I appreciate your time in consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Mathias", written in a cursive style.

Mark Mathias