



COMMITTEE OF THE WHOLE MEETING AGENDA

City Hall Council Chambers

I. Roll Call

II. Consideration Of Previous Minutes

A. Regular Council Meeting 05/02/2023

Documents:

[2023.05.02 COUNCIL MINUTES.PDF](#)

B. Committee Of The Whole 05/02/2023

Documents:

[2023.05.02 COW MINUTES.PDF](#)

III. Unfinished Business

A. Miscellaneous

B. Resolutions

C. Ordinances

IV. New Business

A. Miscellaneous

B. Resolutions

1. Resolution Authorizing The Execution Of A Task Order With McCollough Architecture, Inc., To Provide Professional Services For The Conversion Of A Mini Storage Warehouse Into A Temporary Weight Room For The Orange Beach Middle/High School In An Amount Not To Exceed \$8,500. (GS)

Documents:

[06-06-23 23-XXX AUTHORIZE TASK ORDER MCCOLLOUGH ARCHITECTURE MINI STORAGE WEIGHT ROOM SCHOOL.PDF](#)
[2023.05.10 TASK ORDER MCCOLLOUGH ARCHITECTURE MINI STORAGE WAREHOUSE WEIGHT ROOM SCHOOL.PDF](#)

2. Resolution In Support Of An Executive Request To The U.S. Environmental Protection Agency Administrator To Enroll The Pensacola And Perdido Bays Estuary Program Into The National Estuary Program. (WS)

Documents:

[06-06-23 23-XXX SUPPORT US EPA PENSACOLA PERDIDO BAYS ESTUARY PROGRAM.PDF](#)

3. Resolution Authorizing The Execution Of A Professional Services Agreement With Pillar, LLC, For Civil Engineering And Land Surveying Services. (TT)

Documents:

[06-06-23 23-XXX AUTHORIZE PROFESSIONAL SERVICES AGREEMENT PILLAR.PDF](#)
[2023.05.11 PROFESSIONAL SERVICES AGREEMENT PILLAR.PDF](#)

4. Resolution Authorizing The Execution Of A Task Order With Pillar, LLC, To Provide Professional Services For Beaver Creek Subdivision Sidewalks In An Amount Not To Exceed \$8,500. (TT)

Documents:

[06-06-23 23-XXX AUTHORIZE TASK ORDER PILLAR BEAVER CREEK SIDEWALK.PDF](#)
[2023.05.02 TASK ORDER PILLAR BEAVER CREEK SIDEWALK.PDF](#)

5. Resolution Reappointing Greg Kennedy And Jeff Silvers And Appointing Vince McCoy To The Construction Board Of Adjustment And Appeals. (AR)

Documents:

[06-06-23 23-XXX APPOINT CONSTRUCTION BOARD ADJUSTMENT APPEALS KENNEDY SILVERS.PDF](#)

6. Resolution Authorizing Execution Of A Professional Services Agreement With Jackson & Smith CPA Group, PC, For Auditing Services. (FH)

Documents:

[06-06-23 23-XXX AUTHORIZE PROFESSIONAL SERVICES AGREEMENT JACKSON SMITH CPA GROUP AUDIT.PDF](#)
[2023.05.12 AUDIT ENGAGEMENT LETTER JACKSON SMITH.PDF](#)

7. Resolution Authorizing Submittal Of An Alabama Department Of Environmental Management Clean Water Act Section 319 Nonpoint Source Program Watershed Grant Application (NW)

Documents:

[06-06-23 23-XXX AUTHORIZE GRANT APPLICATION ADEM CLEAN WATER ACT WATERSHED.PDF](#)
[DRAFT WORKPLAN FOR THE CITY OF ORANGE BEACH.DOCX](#)

8. Resolution Appropriating \$25,000 To The Coastal Alabama Business Chamber For The Purpose Of Funding The Gateway Initiative. (FH)

Documents:

[06-06-23 23-XXX APPROPRIATE FUNDS GATEWAY INITIATIVE GULF COAST CHAMBER OF COMMERCE.PDF](#)
[2023 GATEWAY INITIATIVE ACCOUNTABILITY PLAN.PDF](#)
[2023 GATEWAY INITIATIVE CASE STATEMENT.PDF](#)
[2023 GATEWAY INITIATIVE FACT SHEET.PDF](#)

9. Resolution Authorizing The Purchase Of SWAT Vest Kits For The Police Department From State Bid In The Amount Of \$34,095.50. (SB)

Documents:

[06-06-23 23-XXX AUTHORIZE PURCHASE SWAT VEST KITS POLICE.PDF](#)
[2023.04.03 QUOTE - POLICE - GULF STATES DISTRIBUTORS SWAT VEST KITS.PDF](#)

C. Ordinances

1. Set A Public Hearing Date For An Ordinance Amending Ordinance No. 172, The Zoning Ordinance, Case No. 0503-PUDA-23, The Wharf PUD Minor Amendment, Villaggio's Canopy Addition. (Suggested Date 6/6/2023) (KA)

V. Public Comments

VI. Adjourn

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
MAY 2, 2023 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Chairman Pro-Tem Jeff Boyd called the meeting to order at 5:00 P.M.
- II. INVOCATION** Pastor Jared Jones, Central Church
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

Present: Councilmember Jeff Silvers
Councilmember Jerry Johnson
Councilmember Annette Mitchell
Councilmember Joni Blalock
Councilmember Jeff Boyd

Absent: Mayor Tony Kennon

V. CONSIDERATION OF AGENDA

Motion made (Blalock/Mitchell) to approve the agenda as written. Vote unanimous in favor.

VI. CONSIDERATION OF PREVIOUS MINUTES

Regular Council Meeting 04/04/2023
Committee of the Whole 04/04/2023

The reading was waived and minutes were approved as written.

VII. REPORTS OF OFFICERS/COMMITTEES

- | | |
|--|------------|
| 1. <u>City Administrator – Ford Handley</u> | No report. |
| 2. <u>Director, Public Works – Tim Tucker</u> | No report. |
| 3. <u>Director, Community Development – Kit Alexander</u> | No report. |
| 4. <u>Chief, Police Department – Steve Brown</u> | No report. |
| 5. <u>Chief, Fire Department – Mike Kimmerling</u> | No report. |
| 6. <u>City Clerk – Renee Eberly</u> | No report. |
| 7. <u>Director, Finance – Ford Handley</u> | No report. |
| 8. <u>Parks & Recreation – Ford Handley</u> | No report. |
| 9. <u>Director, Utilities – Jeff Hartley</u> | No report. |
| 10. <u>Director, Coastal Resources – Phillip West</u> | No report. |
| 11. <u>Librarian, Public Library – Meagan Bing</u> | No report. |
| 12. <u>Director, Municipal Court – Pam Davis</u> | No report. |
| 13. <u>Director, Expect Excellence – Jonathan Langston</u> | No report. |
| 14. <u>Mayor/Council</u> | |

Councilmember Blalock announced a Pet CPR and Emergency Measures class being held by Orange Beach Animal Control and free to residents with preregistration. The deadline to

preregister is Friday, May 5, 2023, at City Hall. The class will be held on Monday, May 15, 2023, from 10:00 A.M. to 2:00 P.M. at the Orange Beach Community Center.

Councilmember Johnson invited citizens to join in celebrating the National Day of Prayer at the Orange Beach Coastal Arts Center on Thursday, May 4, 2023, at noon.

Woody Speed, Environmental Specialist, was recognized for his role as chairman of the Pensacola and Perdido Bays Estuary Program. Woody shared that a \$12 million cost sharing grant has been awarded to the program with \$8 million to be spent in Orange Beach for restoration of the islands and the living shoreline.

VIII. AUDITING OF ACCOUNTS

Motion made (Mitchell/Silvers) to certify that cash requirements with no related interests are within budget and appropriate for payment. Vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye. **Passed. (5-0).**

Motion made (Mitchell/Blalock) to certify that cash requirements with related interests in Swift Supply are within budget and appropriate for payment. Vote revealed: Silvers, abstain; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye. **Passed. (4-0-1).**

IX. PRESENTATIONS

1. Proclamation declaring April 30-May 6, 2023, as National Small Business Week and recognition of Christina Woerner McInnis of Soilkit by AgriTech Corporation as Alabama Rural-Owned Small Business of the Year.

Yo Johnson, Business Advisor with the Alabama Small Business Development Center, read the proclamation aloud and introduced Christina Woerner McInnis. Christina spoke in gratitude for the city's support of SoilKit, a soil testing product which prescribes the correct mixture of fertilization chemicals to lower toxic runoff into our environment and is now available in Lowes nationally.

2. Nicole Woerner, City Grant Coordinator, introduced Mary Courtney, Orange Beach City Schools Director of Student Affairs, who presented a slideshow on a recently held 9th grade service project. 78 students provided 234 service hours in a single day, providing yard work for widows and senior residents in need, beach cleaning, a car wash for municipal vehicles, and cleanup of the dog park.

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

Resolutions

1. Resolution reappointing Sherry Brandler to the Library Board. **Motion made (Blalock/Mitchell) to adopt the resolution.** Vote unanimous in favor.
2. Resolution authorizing the execution of an addendum to an administrative services agreement with RxBenefits, Inc., for pharmacy claims related to the employee health benefit plan. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor.
3. Resolution awarding the bid for Storage Warehouse Repairs to Sun Coast Builders, Inc., in an amount not to exceed \$91,013. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor.

4. Resolution declaring certain personal property owned by the City of Orange Beach as surplus and unneeded and authorizing the Mayor and City Clerk to dispose of such property. **Motion made (Mitchell/Silvers) to adopt the resolution.** Vote unanimous in favor.
5. Resolution authorizing the execution of a professional services agreement with MINT Decor LLC for interior design of City Hall. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor.
6. Resolution authorizing the execution of a memorandum of understanding with the City of Gulf Shores for airport automatic mutual aid. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor.
7. Resolution authorizing the execution of an amended and restated interlocal agreement for the Pensacola and Perdido Bays Estuary Program. **Motion made (Blalock/Silvers) to adopt the resolution.** Vote unanimous in favor.
8. Resolution approving the submission of the 2022 Municipal Water Pollution Prevention (MWPP) Annual Report. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor.
9. Resolution authorizing the publication of an Amendment 750 notice relating to an economic development with Wharf Retail Properties, LLC, Wharf Entertainment Properties, LLC, and Wharf Landing, LLC. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor.
10. Resolution establishing a schedule of fees for the rental of the Performing Arts Center and its available equipment. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor.
11. Resolution approving a settlement by and between Georgene Conner, et al., and the City of Orange Beach and authorizing the Mayor to undertake all actions necessary to effectuate said settlement. **Motion made (Mitchell/Blalock) to adopt the resolution.** Vote unanimous in favor.
12. ADDITION: Resolution authorizing the purchase of a Vehicle for the Administration Department from State Bid in the amount of \$34,095.50. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor.

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

There being no further business to come before the council, motion made (Blalock/Mitchell) to adjourn. Vote unanimous in favor.

Time: 5:31 P.M.

APPROVED this the 6th day of June, 2023.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
MAY 2, 2023 – 5:31 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the May 16, 2023, agenda.

The following members were present:

Councilmember Jeff Silvers
Councilmember Jerry Johnson
Councilmember Annette Mitchell
Councilmember Joni Blalock
Chairman Pro-Tem Jeff Boyd

The following members were absent:

Mayor Tony Kennon

The following items were discussed:

1. Reschedule Council Meeting on July 4, 2023, due to the July 4th holiday. Council Meeting was rescheduled to July 11, 2023.
2. Set a meeting for the Solid Waste Authority. Meeting set for May 16, 2023, at 4:45 PM.
3. Resolution awarding the bid for Fire Station No. 1 Roof Replacement.
4. Resolution adopting a Financial Management Policy for the City of Orange Beach.
5. Resolution authorizing a complete appraisal of the Event Center by The Appraisal & Consultant Group, Inc., in an amount not to exceed \$20,000.
6. Resolution authorizing the execution of a performance contract with Joan Hill for water aerobics instruction at the Aquatics Center.
7. Ordinance amending Chapter 70, Article II, Section 70-22 of the Code of Ordinances for the City of Orange Beach, Alabama, to reduce the speed limit on portions of State Highway 180.
8. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0401-PUD-23, Rollins Road Residential PUD on May 16, 2023.
9. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0408-CU-23, Liberty Linen Warehouse & Boat/RV Storage Addition Conditional Use Approval on May 16, 2023.

Public Comments:

1. Allen McElroy, resident, spoke positively about the Community Potluck Dinner.
2. Chairman Pro-Tem Jeff Boyd informed the public that Sea Pro is currently filming and photographing in Orange Beach waters for its 2024 catalog, and asked that boaters use caution around the production crews.
3. Councilmember Joni Blalock reported positively on The Grand Event fundraiser held by the Orange Beach Friends of the Arts.

There being no further business, the meeting adjourned.

Time: 5:35 P.M.

APPROVED this 6th day of June, 2023.

Renee Eberly
City Clerk

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
TASK ORDER WITH MCCOLLOUGH ARCHITECTURE, INC.
TO PROVIDE PROFESSIONAL SERVICES FOR THE CONVERSION OF A
MINI STORAGE WAREHOUSE INTO A TEMPORARY WEIGHT ROOM
FOR THE ORANGE BEACH MIDDLE/HIGH SCHOOL
IN AN AMOUNT NOT TO EXCEED \$8,500**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 21-156 adopted July 20, 2021, approved a contract with McCollough Architecture, Inc., to perform certain architectural services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The Construction and Facilities Manager has submitted a task order (attached Exhibit A) for Council approval.
4. The proposed Task Order requires McCollough Architecture, Inc., to provide architectural and structural services for the conversion of an existing 9,956 square feet mini storage into a temporary weight room for use by the Orange Beach Middle/High School.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and McCollough Architecture, Inc., on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$8,500.00 to McCollough Architecture, Inc., to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 6th DAY OF JUNE, 2023.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on June 6, 2023.

City Clerk



TASK ORDER AUTHORIZATION

TASK ORDER NO. 21

CITY OF ORANGE BEACH - PERFORMANCE CONTRACT

ARCHITECTURAL SERVICES

This Task Order is for the Architectural and structural services for the conversion of an existing 9,956 s.f. mini storage into the temporary Weight Room for Orange Beach High School, Alabama. The estimated cost of construction is undetermined at this time.

The cost for completing this work shall be a lump sum fee of **\$8,500.00**.

The following exhibits are made part of this Task Order and are attached here to:

Exhibit A - Scope of Work

Exhibit B - Man-Hour/Fee Estimate



Representative's Signature
Sted McCollough
Printed Name

Title

OFFERED BY CONSULTANT

McCollough Architecture
Firm Name
May 5, 2023
Date

RECOMMENDED FOR APPROVAL

Signature

Title

Date

APPROVED BY CITY OF ORANGE BEACH

Signature

Title

Date



EXHIBIT A

TASK ORDER NO. 21

CITY OF ORANGE BEACH, ALABAMA

SCOPE OF WORK:

This Task Order is for the Architectural and structural services for the conversion of an existing 9,956 s.f. mini storage into the temporary Weight Room for Orange Beach High School, Alabama. The Building Department has determined that mechanical, electrical, and plumbing engineering will be considered incidental and therefore will not require stamped drawings in these disciplines.

SPECIFIC TASKS TO BE COMPLETED INCLUDE:

- Draw Demo Plan of Existing Space.
- Draw New Floor Plan with Notes and Details.
- Draw Life-Safety Plan.
- Develop Architectural and Structural Drawings sufficient for Permit.
- Prepare Project Manual.
- Bid and Negotiate Project.
- Perform Monthly Construction Administration during Construction Phase.

PRELIMINARY SCHEDULE

- Schematic Drawings of the Renovation have already been provided to the City.
- Expedited Construction Drawings including Architectural and Structural Drawings for Permit, Project Manual and Bid Documents shall be completed within 30 days of approval of schematic floor plan.

***NOTE: Numerous items outside of the control of the architect and engineer can greatly affect the overall schedule. Schedule will be adjusted for time required for City reviews; input; and approvals.**

END OF EXHIBIT A

EXHIBIT B



CITY OF ORANGE BEACH, ALABAMA

TASK ORDER NO. 21

MAN – HOUR RATES FOR ADDITIONAL SERVICES (IF NEEDED)

CLASSIFICATION: HOURLY RATE:

Principal Architect	\$150.00
Structural Engineer	\$150.00
CAD Operator	\$85.00
Project Manager	\$100.00
Clerical	\$30.00
Engineering	(Cost plus 15%)
Landscape Architect	(Cost plus 15%)

PHASES AND PAYMENT:

- Schematic Drawings of the Renovation (Lump-sum \$800.00)
- Permit Drawings including Architectural and Structural Drawings (Lump-sum \$3,800.00)
- Project Manual and Bid Documents (Lump-sum \$1,500.00)
- Bid and Negotiate Project (Lump-sum \$1,000.00)
- Perform Construction Administration during Construction Phase (Fee during Construction Phase \$700.00 - anticipated 45-60 Days)

END OF EXHIBIT B

RESOLUTION NO. 23-xxx

**A RESOLUTION IN SUPPORT OF AN EXECUTIVE REQUEST TO THE
U.S. ENVIRONMENTAL PROTECTION AGENCY ADMINISTRATOR
TO ENROLL THE PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM
INTO THE NATIONAL ESTUARY PROGRAM**

FINDINGS:

1. On August 31, 2017, the U.S. Environmental Protection Agency (EPA) Gulf of Mexico Division and Gulf Coast Ecosystem Restoration Council announced the award of a \$2 million RESTORE Act Component 2 grant to establish the Pensacola and Perdido Bays Estuary Program (PPBEP).
2. The Estuary Program was formed through Interlocal Agreement on February 19, 2019, by Baldwin County, City of Gulf Breeze, City of Milton, City of Pensacola, City of Orange Beach, Escambia County, Okaloosa County, Santa Rosa County, and the Town of Century.
3. The Estuary Program's mission is to restore and protect the Pensacola and Perdido Bay watersheds through restoration, education, and unbiased monitoring of the health of our estuaries.
4. The Estuary Program was established to develop and implement a Comprehensive Conservation and Management Plan (CCMP) to restore and protect the Pensacola Bay System and Perdido Bay System, and their associated watersheds.
5. The Estuary Program has adopted and enacted the CCMP.
6. The Estuary Program is pursuing designation as an estuary of national significance as a National Estuary Program under Section 320 of the Clean Water Act.
7. Enrollment into the National Estuary Program requires the nomination of the Governor to the U.S. EPA Administrator.
8. The Estuary Program and its nine founding members support the executive request from the Governors of Florida and Alabama to the U.S. EPA Administrator to enroll the Pensacola and Perdido Bays Estuary Program into the National Estuary Program and to designate Pensacola and Perdido Bays as estuaries of national significance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the Orange Beach City Council hereby expresses its support to the Governors of Florida and Alabama to make an executive request to the US EPA Administrator requesting that the Pensacola and Perdido Bays Estuary Program be enrolled into the National Estuary Program and to designate Pensacola and Perdido Bays as estuaries of national significance.

ADOPTED THIS 6th DAY OF JUNE, 2023.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on June 6, 2023.

City Clerk

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
PILLAR, LLC
FOR CIVIL ENGINEERING AND LAND SURVEYING SERVICES**

FINDINGS:

1. The City of Orange Beach and Pillar, LLC, have reached an agreement (attached Exhibit A) whereby Pillar, LLC, will provide civil engineering and land surveying services for the City of Orange Beach.
2. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.
3. The term of this agreement shall be for twenty-four (24) months from the date of adoption by the Orange Beach City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the Mayor is hereby authorized to execute the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Pillar, LLC, as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 6th DAY OF JUNE, 2023.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on June 6, 2023.

City Clerk

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (hereinafter "Agreement") is made and entered into by and between the City of Orange Beach, an Alabama Municipal Corporation (hereinafter "City"), and Pillar, LLC. (hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in the business of providing Surveying, Testing, Engineering Design, Program Management, and Construction Administration/Inspection services;

WHEREAS, City desires to engage Contractor to provide said services upon the following terms and conditions;

NOW THEREFORE,

WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. SERVICES TO BE PERFORMED

Contractor agrees to perform Surveying, Testing, Engineering Design, Program Management and Construction Administration/Inspection services, and to represent the City as requested as their Consultant on a variety of assigned projects. Each project will be assigned to Contractor in the form of a written Task Order describing the scope of work. A copy of this Agreement shall be attached to each Task Order.

II. COMPENSATION

Fees for work completed and reimbursable expenses will be invoiced to the City on a monthly basis, based on an hourly rate schedule (see Attachment A). It is anticipated that hourly fees will apply to conceptual and programming work in order to establish definitive scope of work for a specific project (Task Order). Once a project scope is identified, it is anticipated that a not -to-exceed fee amount will be established based on the hourly rate schedule or a percentage of the estimated cost of construction.

See Attachment A for Standard Schedule of Fees

III. TERM OF AGREEMENT

Unless terminated earlier in accordance with the termination provisions of this Agreement, the term of this Agreement shall commence upon its adoption by the Orange Beach City Council and shall continue thereafter for twenty-four (24) months.

IV. GENERAL PROVISIONS

- A. Contractor agrees to permit at all reasonable times and places an audit of its books and records by City's duly authorized representatives.
- B. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.
- C. Contractor shall have no authority to obligate the City in any way whatsoever. In the performance of his duties, the Contractor shall be deemed an independent contractor.

- D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which consent shall be granted or denied solely at City's discretion.
- E. Contractor hereby agrees to comply strictly with all ordinances of the City of Orange Beach, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.
- F. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement.
- G. Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability, in connection with federally funded programs.
- H. City may terminate this Agreement with or without cause at any time by giving written notice to Contractor of such termination (herein called a "Notice of Termination"), specifying the effective date thereof not less than thirty (30) calendar days before the effective date of the termination. Contractor shall have the right to terminate this Agreement by giving City written notice and remaining in service for a sufficient time to allow City to seek a suitable replacement. Should Contractor be terminated pursuant to the terms of this subpart, then this Agreement shall terminate on the last day of Contractor's current month of employment and City shall not be liable for any compensation beyond that date.
- I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind arising in any way out of the negligent acts, errors or omissions of the contractor in performance of this Agreement and/or the activities of the Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising from Contractor's activities under this Agreement, Contractor agrees to indemnify and hold the City harmless from all costs, including attorneys' fees and expenses, associated with same. This indemnification extends only to third party claims and actions filed against the City as a result of any negligent actions by the Contractor under this Agreement. This duty shall survive the termination of this contract.
- J. All notices of cancellation, requests, demands, or other communications shall be in writing and duly delivered to the following address for City at:

Renee Eberly, City Clerk
P.O. Box 458
Orange Beach, Alabama 36561

Copy to: City Attorney

And to Contractor at:

Thomas E. Granger
Pillar, LLC
14425 State Hwy 181
Fairhope, AL 36532

- K. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.
- L. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.
- M. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.
- N. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be Baldwin County, Alabama.
- O. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

V. INSURANCE

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Orange Beach as an additional insured, and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

Worker's Compensation – as required by State of Alabama law

General Liability Insurance – public liability including premises, products, complete operations and automobile comprehensive, liability and uninsured/underinsured motorist, including owned, non-owned, and hired vehicles.

Either:

- (1) Bodily injury liability
 - \$250,000 each person
 - \$500,000 each occurrence
- Property damage liability
 - \$100,000 each occurrence

Or,

- (2) Bodily injury and property damage combined
 - \$500,000 per occurrence

Professional Errors and Omissions – coverage limits of \$3,000,000 each claim and policy aggregate, an extended discovery period to apply for at least two (2) years after work is accepted by the City of Orange Beach, and a deductible not to exceed \$250,000 for which the Contractor will remain solely responsible.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

Said certificate shall require that said insurance will not be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

VI. CONFIDENTIALITY

Contractor (including its employees, agents, subcontractors) acknowledges that all confidential business and personal information ("Protected Information") that it may obtain while performing services for the City, is deemed confidential and proprietary to the City. During Contractor's tenure with the City, Contractor agrees to use Protected Information only and strictly as required to perform its services on behalf of the City. Contractor will not disclose Protected Information to any person or entity without the prior written consent of the City and the written agreement of any third party. Contractor agrees to refer any request for public information or records to the City Clerk, who is the custodian of records for the City and is responsible for the disclosure of public records in accordance with the public records laws of the state. Contractor agrees that it will not duplicate or incorporate Protected Information into its own records or databases and that after the conclusion of its services to the City all Protected Information in the Contractor's possession will be turned over to the City. Contractor agrees not to disclose, use, transfer, or transmit the information to any person or entity for any purpose whatsoever. This includes records, passwords, access codes, manuals, statistics, software, audio/video recordings, or storage disks of any kind containing Protected Information.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the _____ day of _____, 2023.

CITY OF ORANGE BEACH, A Municipal Corporation

By: _____
Mayor Tony Kennon

ATTEST:

City Clerk

CONTRACTOR:

Pillar, LLC

By: _____
Thomas E. Granger

Its: Owner

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Tony Kennon and Renee Eberly, whose names as Mayor and City Clerk, respectively, of the City of Orange Beach, a Municipal Corporation, are signed to the foregoing agreement, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the above and foregoing, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2023.

(SEAL)

Notary Public
State of Alabama At-Large
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF _____

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Thomas Granger, whose name as Owner of Pillar, LLC., an Alabama Limited Liability Company, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2023.

(SEAL)

Notary Public
State of Alabama At-Large
My Commission Expires: _____

Attachment A
Standard Schedule of Fees



Pillar, LLC

Hourly Rates

2023

Professional Engineer	\$150/HR
CADD Technician	\$ 75/HR
Administrative	\$ 35/HR
Subconsultants (Survey, Geotechnical, Wetland Delineation, etc.)	Cost Plus 15%

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
TASK ORDER WITH PILLAR, LLC
TO PROVIDE PROFESSIONAL SERVICES FOR
BEAVER CREEK SUBDIVISION SIDEWALKS
IN AN AMOUNT NOT TO EXCEED \$8,500**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 23-xxx on June 6, 2023, approved a contract with Pillar, LLC, to perform certain professional engineering services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The Public Works Director has submitted a task order (attached Exhibit A) for Council approval.
4. The proposed Task Order requires Pillar, LLC, to provide engineering services for Beaver Creek Subdivision Sidewalks.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and Pillar, LLC, on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$8,500.00 to Pillar, LLC, to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 6th DAY OF JUNE, 2023.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on June 6, 2023.

City Clerk



May 2, 2023

RE: Task Order- Pillar, LLC
Beaver Creek Subdivision
Sidewalk Remediation

Pillar, LLC, will provide professional services to assess the existing sidewalks in the Beaver Creek Subdivision for compliance with the American with Disabilities Act (ADA) and provide engineered plans and specifications for bringing non-compliant portions of the sidewalks into compliance.

Lump Sum Fee: \$8,500

RESOLUTION NO. 23-xxx

**A RESOLUTION REAPPOINTING GREG KENNEDY AND JEFF SILVERS
AND APPOINTING VINCE MCCOY
TO THE CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS**

FINDINGS:

1. The terms of Construction Board of Adjustment and Appeals members Bill Jeffries, Greg Kennedy and Jeff Silvers are set to expire.
2. Each of these board members has served in his position faithfully and well.
3. The Building Official has recommended that Mr. Kennedy and Mr. Silvers be reappointed to their positions on the Construction Board of Adjustment and Appeals.
4. The Building Official has recommended the appointment of Vince McCoy.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That Vince McCoy be and is hereby appointed to serve on the Construction Board of Adjustment and Appeals for a four year term which ends June 2027;
2. That Greg Kennedy be and is hereby reappointed to serve as an alternate on the Construction Board of Adjustment and Appeals for a four year term which ends June 2027;
3. That Jeff Silvers be and is hereby reappointed to serve as an alternate on the Construction Board of Adjustment and Appeals for a five year term which ends June 2028;
4. That it be reaffirmed that the following persons have been appointed to the Board of Adjustment for the terms set out below:

<u>Area of Expertise</u>	<u>Name</u>	<u>Term Length</u>	<u>Term Expiration Date</u>
Design Professional (Architect) / Superintendent	Sted McCollough	2 Years	June 2024
Design Professional (Structural)	Michael D. Davis, P.E.	4 Years	June 2025
Design Prof. (Mechanical/Plumbing) / Contractor	Russ Hart	4 Years	June 2026
Electrical Engineer / Contractor	Jon Townsend	4 Years	June 2026
Fire Protection Engineer / Contractor	Vince McCoy	4 Years	June 2027
Alternate	Greg Kennedy	4 Years	June 2027
Alternate	Jeff Silvers	5 Years	June 2028

5. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 6th DAY OF JUNE, 2023.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on June 6, 2023.

City Clerk

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
JACKSON & SMITH CPA GROUP, PC, FOR AUDITING SERVICES**

FINDINGS:

1. The City of Orange Beach City Council is the contracting authority pursuant to Alabama Code §11-45-1. Pursuant to Alabama Code §11-43-56, the City Council has management and control of the finances and all of the property, real and personal.
2. The City Council for the City of Orange Beach, Alabama, has reviewed the performance of Jackson & Smith CPA Group, PC, with regard to certain auditing services related to the City's finances.
3. After having reviewed such performance, the City Council has determined that the continuing services of Jackson & Smith CPA Group, PC, are in the best interests of the City of Orange Beach, Alabama.
4. The firm of Jackson & Smith CPA Group, PC, has agreed to perform such services in accordance with the terms set forth in the attached letter.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the Mayor is hereby authorized and directed to execute the Letter Agreement (attached Exhibit A) in substantially the form and of substantially the content now before the Council subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

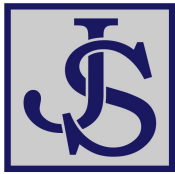
ADOPTED THIS 6th DAY OF JUNE, 2023.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on June 6, 2023.

City Clerk



Jackson & Smith
CPA Group, PC

25051 CANAL ROAD, 2ND FLOOR
POST OFFICE BOX 1616
ORANGE BEACH, AL 36561
251-979-8878 OFFICE
251-929-4200 FAX

13700 PERDIDO KEY DRIVE
UNIT B-224
PERDIDO KEY, FL 32507
850-619-9256 OFFICE
WWW.JACKSONSMITHCPA.COM

May 12, 2023

To the Honorable Mayor, City Council, and Finance Director of
The City of Orange Beach, Alabama

We are pleased to confirm our understanding of the services we are to provide the City of Orange Beach, Alabama for the year ended December 31, 2022. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Orange Beach, Alabama as of and for the year ended December 31, 2022. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Orange Beach, Alabama's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Orange Beach, Alabama's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Major Fund Budgetary Comparison Schedules
- 3) Schedule of Employer Contributions to the Retirement Systems of Alabama
- 4) Schedule of Changes in the Net Pension Liability

We have also been engaged to report on supplementary information other than RSI that accompanies The City of Orange Beach, Alabama's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards
- 2) Combining and Individual NonMajor Fund Financial Statements

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

Audit Objectives (continued)

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council of the City of Orange Beach, Alabama. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Audit Procedures—General (continued)

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Orange Beach, Alabama's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Orange Beach, Alabama's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Orange Beach, Alabama's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Orange Beach, Alabama in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on June 30, 2023.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management Responsibilities (continued)

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Orange Beach, Alabama; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Jackson & Smith CPA Group, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to state regulators or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Jackson & Smith CPA Group, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Engagement Administration, Fees, and Other (continued)

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the state regulators. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jeff Smith is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$55,000 for the audit of the financial statements and \$15,000 for the Single Audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Orange Beach, Alabama and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

A handwritten signature in blue ink that reads "Jackson & Smith". The signature is stylized, with the first letters of each name being prominent.

Jackson & Smith CPA Group, PC

RESPONSE:

This letter correctly sets forth the understanding of the City of Orange Beach, Alabama.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN
ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
CLEAN WATER ACT SECTION 319 NONPOINT SOURCE PROGRAM
WATERSHED GRANT APPLICATION**

FINDINGS:

1. The City Council for the City of Orange Beach, Alabama, has reviewed the proposed grant application (attached Exhibit A) to the Alabama Department of Environmental Management (ADEM) for grant assistance to design low impact development for the protection of Wolf Bay at the Orange Beach Wind and Water Learning Center.
2. Programs are limited to funding a maximum of sixty percent (60%) of the total proposed project cost estimated at \$500,000.
3. The City Council has found the request to be in the best interest of the City of Orange Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the City of Orange Beach will hold in reserve \$200,000, forty percent (40%) of the proposed project cost for the purpose of matching the Section 319 grant;
2. That in the event the grant is awarded, the City of Orange Beach understands that it will sign assurances to comply with all applicable Federal and State laws, rules and regulations; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 6th DAY OF JUNE, 2023.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on June 6, 2023.

City Clerk



Section 319(h)

Clean Water Act

Nonpoint Source

Program

Watershed Project Workplan

Section 1 PROJECT INFORMATION	
Name of Project Low Impact Development for the Protection of Wolf Bay at Wind & Water Learning Center	
Name of Sponsoring Organization Orange Beach, City of	
Sponsor Address (Number and Street, City, State, and ZIP code) <u>Physical:</u> 4099 Orange Beach Blvd. Orange Beach, AL 36561 <u>Mailing:</u> P.O. Box 458 Orange Beach, AL 36561	Sponsor Organization Type (check one) ☒ Municipality ☐ County Government ☐ University ☐ State Government ☐ Nonprofit 501(c)(3)
Federal Identification Number	Unique Entity Identifier (UEI) / CAGE Code JKREAZH2DMF6/8A7Y4
Section 2 PROJECT CONTACT INFORMATION	
Project Contact Nicole Woerner Grants Manager	Project Coordinator (if different than project contact) Jackie McGonigal Wind & Water Learning Center Coordinator
Address (Number and Street, City, State, and ZIP code) 4697 Walker Ave Orange Beach, AL 36561	Address (Number and Street, City, State, and ZIP code) 26233 Canal Road Orange Beach, AL 36561
Telephone Number 251-981-1180	Telephone Number 251-974-7245
Email Address nwoerner@orangebeachal.gov	Email Address jmcgonigal@orangebeachal.gov
Section 3 PROJECT FUNDING REQUEST	
Section 319 (Federal Funds) Requested	\$ 300,000
Match Funds (Non-Federal)*	\$ 200,000
Total Project Cost	\$ 500,000
*Must be equal to a minimum of 40% of the Total Project Budget.	
Is this project a continuation of another Section 319-funded Project?	☐ Yes ☒ No
Has the applicant ever received Section 319 funds?	☐ Yes ☒ No

Alabama Workplan for Section 319 NPS Watershed Project

The project includes an Municipal Separate Storm Sewer Systems (MS4) area:

☐ Yes

☒ No

Choose an MS4.

Alabama Workplan for Section 319 NPS Watershed Project

Section 4	PROJECT DESCRIPTION																										
River Basin																											
☐ Alabama ☐ Black Warrior ☐ Blackwater ☐ Cahaba	☐ Chattahoochee ☐ Chipola ☐ Choctawhatchee ☐ Coosa ☐ Escambia ☐ Escatawpa ☐ Mobile ☒ Perdido ☐ Tallapoosa ☐ Tennessee ☐ Tombigbee ☐ Yellow																										
Project Location																											
Waterbody Name(s) Wolf Bay	12 digit USGS HUC(s) and Watershed Name County(ies) 031401070204 - Perdido Pass-Frontal Gulf of Mexico Baldwin																										
This project addresses: ☒ TMDL? For a complete list of EPA approved TMDLs: http://www.adem.state.al.us/programs/water/approvedTMDLs.htm ☐ Impairment(s) for a waterbody on the current 303(d) List? For a complete list of 303(d) listed waterbodies: http://www.adem.state.al.us/programs/water/wquality/2016AL303dList.pdf																											
Watershed Management Plan(s) (EPA 9-Element Plan) Name and Year Plan & Checklist Attached: ☒ Yes Gulf Frontal Complex Watershed Management Plan																											
NPS Pollutant(s) to be addressed by the project.																											
☐ Low Dissolved Oxygen ☒ Sedimentation/Siltation ☐ Pathogens/Bacteria	☐ Organic Enrichment ☐ Pesticides ☐ Oil and Grease ☐ Nutrients ☐ pH ☐ Other: _____																										
Nonpoint Pollution Source(s) to be addressed, include the percentage to which the project addresses the source.																											
Total must equal 100%																											
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 15%;">Percent</th> <th style="width: 85%;"></th> </tr> </thead> <tbody> <tr><td style="text-align: center;">_____</td><td>NPS All Sources</td></tr> <tr><td style="text-align: center;">_____</td><td>Agriculture</td></tr> <tr><td style="text-align: center;">_____</td><td>Animal Feeding Operations</td></tr> <tr><td style="text-align: center;">_____</td><td>Silviculture</td></tr> <tr><td style="text-align: center;">_____</td><td>Construction</td></tr> <tr><td style="text-align: center;">100%</td><td>Urban Runoff/Stormwater</td></tr> </tbody> </table>	Percent		_____	NPS All Sources	_____	Agriculture	_____	Animal Feeding Operations	_____	Silviculture	_____	Construction	100%	Urban Runoff/Stormwater	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 15%;">Percent</th> <th style="width: 85%;"></th> </tr> </thead> <tbody> <tr><td style="text-align: center;">_____</td><td>Resource Extraction</td></tr> <tr><td style="text-align: center;">_____</td><td>Land Disposal/Storage/Treatment</td></tr> <tr><td style="text-align: center;">_____</td><td>Hydrologic Modification</td></tr> <tr><td style="text-align: center;">_____</td><td>Marinas and Recreational Boating</td></tr> <tr><td style="text-align: center;">_____</td><td>Other NPS Pollution: _____</td></tr> </tbody> </table>	Percent		_____	Resource Extraction	_____	Land Disposal/Storage/Treatment	_____	Hydrologic Modification	_____	Marinas and Recreational Boating	_____	Other NPS Pollution: _____
Percent																											
_____	NPS All Sources																										
_____	Agriculture																										
_____	Animal Feeding Operations																										
_____	Silviculture																										
_____	Construction																										
100%	Urban Runoff/Stormwater																										
Percent																											
_____	Resource Extraction																										
_____	Land Disposal/Storage/Treatment																										
_____	Hydrologic Modification																										
_____	Marinas and Recreational Boating																										
_____	Other NPS Pollution: _____																										
Expected Estimated Pollutant Load Reductions (Due to Project Implementation)																											
Pounds of Nitrogen _____ Pounds of Phosphorus _____ Tons of Sediment _____ Other (Pathogens, etc.): _____	Model Used (STEPL, Other) _____ _____ _____ _____																										

Alabama Workplan for Section 319 NPS Watershed Project

Section 5 PROJECT PARTNERS		
Name of Partner	Type(s) of Commitment to Project Success (Describe the commitment of time, activities, or other specified resource for the project.)	Letter of Support Attached
The City of Orange Beach	The City will be the lead and sponsor for the project, responsible for providing administrative oversight, grant coordination at the local level, overseeing and ensuring project implementation, technical assistance, grant tracking, meeting tasks and deliverables, invoicing, and reporting. The City will facilitate opportunities to promote project partnering, illicit stakeholder participation, provide education and outreach opportunities related to nonpoint source impairments, and assist with best management practice (BMP) implementation. The City will provide in-kind services in the form of employee time, volunteer time, equipment use, and/or supplies.	☐ Yes
Baldwin County Planning & Zoning	Baldwin County Planning & Zoning may provide in-kind match through project promotion using Baldwin Counties Environmental Advisory Committee or staff volunteer time to assist in technical support, meeting project needs and deliverables.	☐ Yes
Wind & Water Learning Center	The Coordinator at the Wind & Water Learning Center will provide technical assistance for grant tracking, meeting tasks and deliverables, reporting, and providing education and outreach opportunities to promote coastal AL, water quality, reduction of NPS pollutants to waterways	☐ Yes
Baldwin County Environmental Advisory Committee	As a citizen led committee, the EAC will be responsible for citizen and stakeholder input on the project to guide in project direction and progress at EAC meetings during the life of the project.	☐ Yes
Baldwin County Extension System	BCES will provide oversight for the development education and outreach to stakeholders in the area by organizing activities at local schools to educate students on stormwater and nonpoint source (NPS) pollution.	☐ Yes
Alabama Water Watch		☐ Yes
Wolf Bay Watershed Watch		☐ Yes

Section 6 PROJECT GOAL(S)	
The goal of this project is to protect water quality in Wolf Bay by providing a partnership approach to implementing BMPs and education/outreach activities as identified in the "Gulf Frontal Complex Watershed Management Plan" (January 2022). Other goals include: 1. Increase knowledge about coastal Alabama, its unique characteristics and environment, and provide education to a host of different age groups through outreach to the community. 2. Install low impact design best management practices (BMPs) to demonstrate how they are beneficial to urban environments. 3. Reduce NPS pollutants entering into the Outstanding Alabama Waterway of Wolf Bay.	

Alabama Workplan for Section 319 NPS Watershed Project

Section	7	PROJECT ABSTRACT (Limit 1 Page)
----------------	----------	--

Alabama Workplan for Section 319 NPS Watershed Project

Section	8	PROJECT OBJECTIVES
1. Objective	To effectively plan, implement, monitor, and evaluate all work performed under this project including technical and financial supervision, as well as preparation of status reports and invoices.	
1.1. Task	The City of Orange Beach will work with partners to develop semi-annual section 319 grant reports. They will be complete, accurate and timely. These reports will have at least, but not limited to the following information: Semi-Annual reports will be submitted on March 1 and September 1 every year the project is open. These reports should include an overview of the project; summarize the work that has been completed for the goals, objectives, tasks, and subtasks with an emphasis on lessons learned; all deliverables completed in that quarter (i.e. copies/summaries/ listings of meetings, pictures of events, reports, brochures, circulars, articles, media releases, presentations; education and outreach, technology transfer, and technical assistance provided; and the estimated number of types of audiences/stakeholders reached); plus an estimation of the percentage completion of each subtask.	
1.1.1. Deliverable	• Semi-Annual Section 319 Grant reports • Deliverables that were achieved in the reporting period	
1.2 Task	The City of Orange Beach will develop and review the final Section 319 Grant Report that will be submitted to ADEM within 60 days of the cooperative agreement end date. This report will provide at a minimum the following information: An overview of project and project goals and objectives; evaluation of achievement of project goals and milestones; narrative and documentation of completion of project objectives, project tasks, dates of completion, deliverables, and measures of success; give a brief description of the expenses that were occurred during the project and any variations from the original budget; describe public participation, technology transfer, technical assistance, and the effectiveness of the education outreach efforts; discuss partnerships; describe successes, challenges, and lessons learned; and future activity.	
1.2.1. Deliverable	• Final comprehensive and accurate Section 319 Grant report	
1.3 Task	The City of Orange Beach will perform accounting functions for project funds and will submit appropriate reimbursement forms to ADEM at least quarterly but no more than monthly. Invoices should reflect work done during that processing period and deliverables received. The final invoice will be submitted to ADEM within 60 days of the cooperative agreement end date.	
1.3.1. Deliverable	• Invoices • Back-up documentation to support invoices	
1.4 Task	Provide at least one (1) descriptive project news release annually to mass media news outlets (such as local newspaper, television, radio, magazine, bulletin, etc.) that covers/services the watershed area.	

Alabama Workplan for Section 319 NPS Watershed Project

1.4.1. Deliverable	• Copy of each news release
1.2.1.1. Measure of Success	Accurate and timely reports, invoices, and news releases that meet the requirements of the Cooperative Agreement. The news coverage will help to promote the project, its partners, awareness of ways to get involved and improve water quality within local watersheds, and knowledge of NPS pollution.
2. Objective	Promote stakeholder awareness and buy in to include and aid the community in understanding the project, its activities, and the need to reduce NPS footprints in their watershed. Provide opportunities for local stakeholders to learn about and become involved in the project.
2.1. Task	
2.1.1. Deliverable	
2.1.1.1. Measure of Success	
2.2. Task	
2.2.1. Deliverable	
2.2.1.1. Measure of Success	
3. Objective	Implement nonpoint source Best Management Practices (BMP) that are technically sound, environmentally protective, and economically sensible to protect and improve water quality using a watershed or ecosystem-based conservation and restoration approach.
3.1. Task	Design BMPs to mitigate CWA Section 319 (h) NPS program priority pollutants (e.g., nitrogen, phosphorus, and sediment) or applicable pollutants of concern identified on CWA Section 303(d) lists of impaired waters (i.e., siltation), and work with stakeholders to obtain access agreements, apply for and receive applicable permit(s), design bmp sites, and bid project.
3.1.1. Deliverable	• Design Plans • Pre-BMP Photographs • Applicable permit(s) • Bid Contract Documents • Construction timeline established • All materials sourced and ordered including boulders and vegetation (live stakes, bare roots, containers, seed, etc.)
3.2. Task	Installation of Low Impact Development such as enhancement of a constructed wetland, permeable pavers, rain garden, bioswale, etc.
3.2.1. Deliverable	• Photo documentation of LID BMPs • List of BMPs, as well as their latitude and longitudes. • As Built Construction Plans
3.3. Task	Complete the Inspection and Substantial Completion of Construction with photographs and signoff by the engineer of record for the project.
3.3.1. Deliverable	• Inspection with Pictures • Substantial Completion of Project Certification Form

Alabama Workplan for Section 319 NPS Watershed Project

	Maintenance Workshop with Entity Required to Maintain Project Area and summary of the workshop will be included during the reporting requirement
3.1.1.1. Measure of Success	Communication from the beginning design/coordination phase to the construction phase and the post construction maintenance requirements. Certification that the project is 100% stable and complete. Completed information about the BMPs implemented with exact locations of the BMPs.

4. Objective	Estimate achieved load reductions using Region V, STEPL, or other acceptable models.
4.1. Task	Develop load reduction model outputs for sediment, phosphorus, and nitrogen upon each completed BMP or BMP system.
4.1.1. Deliverable	Load reduction estimates, including latitudes and longitudes of implemented BMPs and management measures, submitted to ADEM in the semi-annual report that represents the period in which the BMP was completed.
4.1.1.1. Measure of Success	Calculation of Reduction of NPS Pollutants by modeling for nitrogen, phosphorus, and sediment load reductions.

5. Objective	Conduct education and outreach activities to promote the project and increase knowledge in preventing and reducing NPS pollution and water concerns within the coastal watersheds.
5.1. Task	
5.1.1. Deliverable	
5.1.1.1. Measure of Success	

6. Objective	
6.1. Task	
6.1.1. Deliverables	
6.1.1.1. Measure of Success	

7. Objective	
7.1 Task	
7.1.1. Deliverables	
7.1.1.1. Measure of Success	
7.2 Task	

Alabama Workplan for Section 319 NPS Watershed Project

7.2.1. Deliverables	
7.2.1.1. Measure of Success	

Alabama Workplan for Section 319 NPS Watershed Project

Section	9	PROJECT MILESTONE SCHEDULE						
<i>Check the Quarter(s) applicable to when each objective will occur. Some objectives will occur in multiple quarters.</i>								
#	Quarter 1 	Quarter 2 	Quarter 3 	Quarter 4 	Quarter 5 	Quarter 6 	Quarter 7 	Quarter 8
1	☐	☐	☐	☐	☐	☐	☐	☐
2	☐	☐	☐	☐	☐	☐	☐	☐
3	☐	☐	☐	☐	☐	☐	☐	☐
4	☐	☐	☐	☐	☐	☐	☐	☐
5	☐	☐	☐	☐	☐	☐	☐	☐
6	☐	☐	☐	☐	☐	☐	☐	☐
7	☐	☐	☐	☐	☐	☐	☐	☐

Alabama Workplan for Section 319 NPS Watershed Project

Section	10	FUNDING REQUESTED				
Budget Categories**** (Itemize all Categories)		Federal Funding		Non-Federal Match*		Total
		Year 1	Year 2	Year 1	Year 2	
Salary, Overhead, or Indirect (§200.56) - (10% Max of Federal Award - 33 U.S. Code § 1329)						
Travel (§200.474)						
Supplies (§200.94 / §200.67)						
Equipment (§200.33)						
Management Measures (70% Federal)						
Services (§200.318 - §200.326)						
Annual Total						
Grant Total		\$300,000		\$200,000		\$500,000
Rounded Totals						
% of Total Budget		60%		40%		
****Important Notes Non-Federal match must be a minimum of 40% of the total project budget. Management Measures implemented should be a minimum 70% of federal funding request. A federally approved rate documentation is required for fringe and indirect. Design and permitting costs are not eligible for grant funds. Volunteer Time: The rate of volunteer time is based on the current (2018) Independent Sector's Value of Volunteer Time for Alabama, which can be found at https://independentsector.org/resource/vovt_details/ Mileage: The mileage rate is based on the current State mileage rate, which can be found at https://comptroller.alabama.gov/mileage-rates/. EQIP: Cost-share rate is based on the current NRCS EQIP rate and must be updated each year as new numbers become available and supporting rates must be provided.						

Alabama Workplan for Section 319 NPS Watershed Project

Section 11	FUNDING REQUESTED – ITEMIZED EXPENSES <i>Describe items, services, or expenses associated with each line item.</i>
-------------------	--

Personnel/Salary:

Travel:

Supplies:

Equipment:

Management Measures:

Other:

Sources of Match:

Alabama Workplan for Section 319 NPS Watershed Project

Section	12	Management Measures						
Best Management Practice (BMP) Description	Cost Per Unit	Total Units Installed	Units	Total Cost	Federal (##%)	Non-Federal (##%)	Non-Federal (Other)	Primary Pollutant
Total =								

Note:

Map Attached: ☐ Yes



Section 319(h)

Clean Water Act

Nonpoint Source

Program

Watershed Project Workplan

Section 13

PUBLIC INFORMATION AND EDUCATION

Alabama Workplan for Section 319 NPS Watershed Project

Public education and information are an important part of any project. Education efforts can help alter human behavior in a way that supports the protection and improvement of water quality in rivers and streams.

Education activities will consist of workdays and educational events, all designed to demonstrate the success of the installed BMPs to mitigate sediment transport to D'Olive Creek. Activities will target the public, municipal officials, and other local stakeholders.

Education efforts may include, but are not limited to:

- LID/GI Installation, Planting and Maintenance Workshops will promote the use of LID in the City and will serve as an example for other areas of the State. The City will sponsor a technology transfer workshop for the installed LID/GI practices. The workshop will benefit project promotion, while also focusing on long-term maintenance for the new BMPs. Workshops will involve planting of native and local vegetation along the project area as well as discussion on the proper maintenance of native and flowering species. These workshops are crucial in educating partners on the importance of native vegetation and the correlation to stream health and thus aquatic health. City maintenance staff in charge of the BMP implementation areas will be required to attend to ensure the area is maintained properly after installation.
- Dumpster Days will provide City of Orange Beach residents, City of Foley residents, and Baldwin County residents with an annual opportunity to properly dispose of waste to reduce littering/dumping and decrease the amount of household debris entering the Wolf Bay watershed during rain and high wind weather events. The Cities and Counties will provide dumpsters.
- Hazardous Waste Drop-off Day will occur annually to reduce hazardous waste from entering ground and surface water from spill events. The City, in conjunction with project partners, will provide drop locations for the safe disposal of items that should not be discarded during household trash collection.
- Rain barrel workshop show private landowners the importance of capturing rainwater as a renewable resource.
- AWW Training Workshop is a training workshop that educates volunteers on how to collect water samples using scientific equipment and standardized techniques. Participants will learn how to record, analyze, and understand general water quality data. This in turn empowers participants to make positive environmental impacts in their community.
- Community clean-up days to remove trash and debris from the stream. At least two of these will be planned (one yearly). Clean-up days will be organized in collaboration with project partners and may include local groups. Stream clean-ups help local stakeholders build a relationship with the environment. Clean-ups can foster a sense of ownership and a willingness to act in ways that are protective of water quality. Stream Clean-Up Day allows volunteers to remove trash and debris from streams, ponds, lakes, and floodplains within the Wolf Bay watershed to improve the overall quality of the streams within the watershed, positively impact local wildlife habitat, and build a sense of connection between stakeholders and local water resources.
- Stakeholder Meeting informs the public of ongoing watershed efforts, emphasize the importance of community-based involvement, allow the public to express concerns and ideas, and provide the opportunity for public participation.
- Creating and conducting presentations to civic organizations, professional groups, schools, and others focusing on water quality and conservation activities within the watershed.

Alabama Workplan for Section 319 NPS Watershed Project

Section 14 ATTACHMENTS

List (Please Describe)

- WMP and Checklist
- Letters of Support
- Map of BMPs and Locations in Watershed
- EJ Screening and Justice 40 Mapping
- Budget Spread Sheet

Section 15 PROJECT AUTHORIZATION

I authorize that to the best of my knowledge the contents of this application are true and accurate. I understand that, if funded, the contents of this application will be used to draft a grant agreement between the Alabama Department of Environmental Management and the Sponsoring Organization as a mechanism for executing the grant project.

Signature of Sponsoring Organization's Authorized Representative

Date (Month, Day, Year)

Typed Name:

Title:

Email Address:

ADEM USE ONLY

Project FY/#:

Date REC'D:

RESOLUTION NO. 23-xxx

**A RESOLUTION APPROPRIATING \$25,000 TO THE
COASTAL ALABAMA BUSINESS CHAMBER
FOR THE PURPOSE OF FUNDING THE GATEWAY INITIATIVE**

FINDINGS:

1. The City of Orange Beach is a coastal resort community located in Baldwin County, Alabama that desires to maintain a strong and growing economy while continuing to develop strategic efforts to manage growth, expand tourism, diversify the economy and improve transportation and education.
2. The City relies upon the support, networking, marketing and other efforts of the Coastal Alabama Business Chamber for various economic development initiatives.
3. The Coastal Alabama Business Chamber and South Baldwin Chamber of Commerce have partnered to create the "Gateway Initiative Accountability Plan 2023," which seeks to enhance (1) workforce development and recruitment, (2) business engagement and incubation, (3) business-driven needs assessment and solutioning, (4) pro-business advocacy, and (5) governance and administration.
4. City Council has determined that investing in economic development programs is beneficial to the City of Orange Beach and serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That Council hereby appropriates the sum of Twenty Five Thousand Dollars (\$25,000.00) to be specifically utilized to fund the Gateway Initiative for the 2023 calendar year;
2. That the Gateway Initiative leadership shall provide semi-annual updates to the elected body in public meetings to maintain transparency and identify progress of program goals; and
3. That the City shall monitor benchmarks and economic indicators along with Gateway Initiative leadership and develop strategic initiatives and programs that support overall economic development and established strategies throughout the year.

ADOPTED THIS 6th DAY OF JUNE, 2023.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on June 6, 2023.

City Clerk



GATEWAY INITIATIVE

ACCOUNTABILITY PLAN

2023



SOUTH BALDWIN
CHAMBER OF COMMERCE



COASTAL ALABAMA
**BUSINESS
CHAMBER**

Accountability Plan

INTRODUCTION

Since the initiative has grown to include investors from the Coastal Alabama Business Chamber (the collaboration efforts that kicked-off in 2019), the Gateway Initiative has been guided by a set of strategic objectives called our [Accountability Plan](#).

These items derive from the original [Case Statement](#), which was developed by South Baldwin Chamber leadership with guidance from Funding Solutions in 2017.

The Accountability Plan is revised bi-annually by the internal team and then approved by the Oversight Council (four investor representatives from each chamber). Internally, every item is filed within a larger project plan, a spreadsheet we use to track every aspect of our work. This spreadsheet includes each variation of the Accountability Plan and links back, by number, to the original Case Statement.

Each item within the [Accountability Plan](#) is also connected to our [Evergreen List](#), so we are able to calculate how much of our efforts were put into each sub initiative and project and which members of the team were involved. Our team has reviewed the Plan and removed items that are 'complete' and updated items that may no longer be relevant (according to direct business investor feedback). We will complete this process again in December 2024.

As we approach the new year, we also approach a new five year campaign. We have accomplished many objectives in the last 5 years, and in this plan you will see new objectives for the new year.

Workforce Development & Recruitment

- 1.** Facilitate leadership, customer service, and supervisory development training to 100 individuals, annually - 4th Quarter, 2023.
- 2.** Be the lead agency in coordinating efforts with Gulf Shores & Orange Beach Tourism, Coastal Alabama Community College, Gulf Regional Early Childhood Services, Auburn Technical Assistance Center, University of South Alabama, Columbia Southern, and the South Baldwin Regional Workforce Development Authority on the development of the workforce development campus - 4th Quarter and ongoing 2023
- 3.** Regular meetings and advocacy efforts with/for regional training and workforce partners (i.e., ATN, SAWDC, CACC, AIDT, SBLC) - 4th Quarter, 2023, and ongoing
- 4.** Explore the timeline and work plan for revamping the Gateway Career Connection platform for recruiting, hiring, and job-sharing for local businesses and workforce - 1st Quarter, 2023
- 5.** Co-host job/career fairs in collaboration with Baldwin County School and Career Centers - 2nd Quarter, 2023
- 6.** In order to promote local job opportunities for Baldwin County's youth, support and participate in SAWDC Worlds of Opportunity (WOO; and senior event) and other similar events (in GS/OB), including promotion of work-to-learn opportunities - 1st Quarter, 2023
- 7.** Continued partnership with educational institutions and local business leaders to create and promote apprenticeship credentialing opportunities - 4th Quarter, 2023, and ongoing
- 8.** Continue to foster relationships with local educational institutions and employers in order to influence curriculum opportunities that align with local business needs (including regular meetings with career coaches and guidance counselors and promoting career tech opportunities to students and parents and other caregivers) - 4th Quarter, 2023, and ongoing

Business Engagement & Incubation

- 9.** Continue to provide engagement services and solutions or provide referral services to startup entrepreneurs or existing businesses - 4th Quarter, 2023
- 10.** Continue to partner with existing local SCORE representatives to recruit SCORE mentors in order to aid local entrepreneurs - 4th Quarter and ongoing 2023

Business-Driven Needs Assessment + Solutioning

- 11.** Facilitate meetings with industry cluster consortiums to better understand the local workforce and educational needs as well as increase advocacy efforts on a variety of other regional topics - 4th Quarter and ongoing 2023
- 12.** Conduct a 2023 hospitality and tourism industry salary survey to better report current industry wage and benefit trends in our region and report results prior to the commencement of spring break. - 1st Quarter, 2023

Pro-Business Advocacy

- 13.** Participate in local, regional, and state-wide Advisory Committees in order to advocate for South Baldwin businesses - 4th Quarter and ongoing 2023
- 14.** Play a lead role in facilitating local communication and info-sharing forums for members and investors to include participation from local leaders and representatives during critical times - 4th Quarter and ongoing 2023
- 15.** Engage Baldwin Chamber Coalition in relevant pro-business advocacy efforts, including legislative communications, and community education opportunities - 4th Quarter and ongoing 2023
- 16.** Develop and share the 2023 Baldwin County Legislative Agenda for local elected officials, including distribution of Baldwin Legislative Survey - 4th Quarter, 2023

Governance + Administration

- 17.** Track and plan interactions with and financial pledges for individual investors, including communication and billing preferences - ongoing 2023
- 18.** Develop marketing materials for investor communications, including email campaigns and investor events - ongoing 2023
- 19.** Co-develop deliverables for all programs and sub-initiatives (e.g., training e-blasts, etc.) - Ongoing 2023
- 20.** Design and deliver reports for investors and other key stakeholders (e.g., annual reports, status updates, etc.) - ongoing 2023
- 21.** Track program progress using 'Evergreen List' (or similar); deliver to investors at annual meetings - ongoing 2023
- 22.** Organize and produce content for the Gateway website and social media (Harmonic Media, including relevant updates, news, and stories) - ongoing 2023
- 23.** Facilitate and participate in quarterly Oversight Council meetings; discuss progress and programming updates - ongoing 2023

MEET OUR TEAM



Donna Watts

President / CEO

South Baldwin Chamber of Commerce

donna@southbaldwinchamber.com



Greg Alexander

President / CEO

Coastal Alabama Business Chamber

greg@mygulfcoastchamber.com



Tyler Morgan

Director of Career &
Business Development

Gateway Initiative

tyler@gatewayinitiative.com

M: 251.422.0942



Ed Bushaw

Vice President of
Workforce Development

Gateway Initiative

ed@gatewayinitiative.com

M: 251.751.7070



Travis Valentine

Vice President of Investor Relations

South Baldwin Chamber of Commerce

travis@southbaldwinchamber.com



Penny Hughey

Vice President of Education + Programs

Coastal Alabama Business Chamber

penny@mygulfcoastchamber.com

A Special Thank You To Our Top Investors



Investor logos displayed (on Gateway collaterals) are Leader's Forum-level investors and above.
Contact our team for more details about what you receive when you invest in Gateway!



GATEWAY INITIATIVE



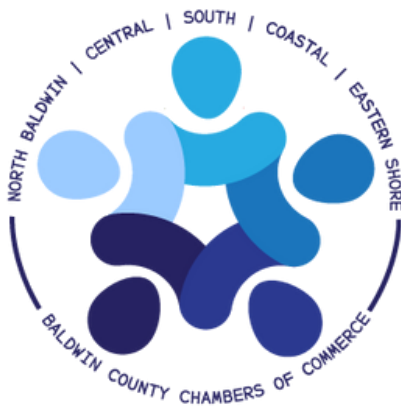
SOUTH BALDWIN
CHAMBER OF COMMERCE



COASTAL ALABAMA
BUSINESS
CHAMBER



UNIVERSITY OF
SOUTH ALABAMA



COASTAL ALABAMA
COMMUNITY COLLEGE



AUBURN UNIVERSITY
HARBERT COLLEGE OF BUSINESS

www.GatewayInitiative.com



GATEWAY INITIATIVE 2023-2027



Workforce
Development &
Recruitment

Pro-Business
Advocacy &
Legislative Action

Entrepreneurship &
Existing Business
Assistance

A Message from our Chamber Leadership



Donna Watts, IOM, AACE
President & CEO
South Baldwin Chamber of Commerce

Nearly five years ago we started with “Why.....”

South Baldwin County has a proud history and has long been known as the “Gateway to the Gulf.” From what was once a stretch of two-lane road leading to a sleepy fishing village, our Tri-City area has grown to become the destination for more than 6.5 million visitors each year. Those visitors leave behind an economic impact of \$4.6 billion and create thousands of jobs. The increased tourism, coupled with our growing business and industry (that also employ thousands of people throughout South Baldwin County) has brought about significant workforce challenges.

Prior to 2018, as *Gateway* was being developed, members of our business community were concerned about the future stability of our region and our ability to retain, recruit and train a sustainable



Greg Alexander, IOM
President & CEO
Coastal Alabama Business Chamber

workforce. At the time, unemployment was at an all-time low, at 3.9% in the County, and the top priority of the *Gateway Initiative* was to address the challenge of having an adequate supply of workforce to continue to serve those 6.5 million visitors as well as meet the employment needs of our other business and industry. Furthermore, stakeholders were adamant to provide ongoing advocacy and support for small businesses - the bedrock of the community.

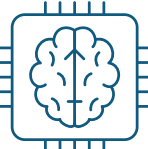
There are specific reasons “why” we created the *Gateway Initiative* and the biggest reason; It’s our *Mission and Passion*. It’s our *mission and passion* to help families, to grow businesses and industry in order to strengthen our communities within South Baldwin County. Along with investors and community partners, we are forging a brighter tomorrow and bringing about positive change through career pathing, apprenticeships, training and more. It is our goal to improve one life at a time while building communitywide economic prosperity. It is our *duty* to provide business and industry of South Baldwin County with what they need today, tomorrow and beyond. Over the next five years, we will be creating and executing solutions for employee housing, transportation challenges, shortages of available childcare; all while offering educational opportunities.

Today, *Gateway* has multiple meanings and produces real results in many areas; a “*Gateway to a Career*”, the “*Gateway to Local Legislators*”, a “*Gateway to Innovation*”, the “*Gateway to Service Excellence*”, the “*Gateway to Professional Development*”, the “*Gateway to Sustainable Economic Growth*,” and so much more. The *Gateway Initiative* was developed to meet the needs of our business and industry and we are proud of the progress we have made thus far. But, we must push forward for the real fact that many challenges remain. With the impending development of the Workforce Training Campus and the prospect of expanded programming to more businesses and industry throughout South Baldwin, now is our opportunity to capitalize on this momentum. We hope that you will join us!

Gateway Initiative by the Numbers – Business Driven Solutions

The *Gateway Initiative* has been guided by a set of strategic objectives and outcomes called our Accountability Plan. These measurements are based upon our original Case Statement, which was developed by South Baldwin Chamber leadership with guidance from Funding Solutions in 2017. The Accountability Plan's purpose is to track and communicate Gateway's success. It is revised bi-annually by the internal team and then approved by the Oversight Council which is comprised of four investor representatives from each chamber. Below is a sample of the accomplishments of the *Gateway Initiative* since 2018:



154 Participants in leadership, customer service and supervisory development training courses	6 Community partners working in collaboration on the development of the South Baldwin Workforce Training Campus	5 Regional partners involved in advocacy efforts to support regional training and workforce	53 Local companies participating in Apprenticeship programs
5 Job/career fairs conducted annually in collaboration with Baldwin County Schools, Career Centers and SAWDC	134 Local employees who have completed or are currently enrolled in Pre-Apprenticeship and Apprenticeship programs	 Gateway's contract with TransfrVR provided training to students and others alike at the South Baldwin Literacy Council	
10 Active Apprenticeship credentialing opportunities and two more in development	43 Start-up entrepreneurs or existing businesses provided services or solutions	Bi-annually publish the results of the industry salary survey to better report current industry wage and benefit trends in our region	
5 Industry Cluster Consortia formed to better understand local workforce and educational needs as well as increase advocacy efforts	5 Chambers in the Baldwin Chamber Coalition who engage in relevant pro-business advocacy efforts, including legislative communications, and community education opportunities	 Administered, analyzed and distributed the Baldwin County Chamber Coalition's 2022 Legislative Agenda for local elected officials	 Launched the Gateway Career Connection website

A Message from our Campaign Co-Chairs



Penny Groux
Director of Corporate Affairs
Perdido Beach Resort

"I am proud to say that we have been extremely successful to date in meeting the goals of the program. However, our job has just begun. As our area grows, we have increasingly difficult issues to tackle and that takes resources. We need your business involved and invested to keep Gateway staff members working every day on the critical issues that affect our businesses."

— Penny Groux

The first five years of the Gateway Workforce Development Initiative has set an amazing pace toward success and will show no signs of slowing down for the next five years. They will be focusing on what south Baldwin businesses need the most; an ample supply of trained and ready workforce!

The successes of the Gateway Initiative are a result of listening to the needs of business, as well as having experts on the ground finding solutions and responding with quick implementation of those solutions, while strategically developing long range plans for more permanent solutions.

The Gateway Oversight Council recognized early that bringing the two Chambers of Commerce together, who are just seven miles apart and struggling with the same workforce issues, just made sense. While the two organizations remain separate with their normal programs, events and purpose, coming together around workforce not only proved

to be doable, but highly successful and most importantly, beneficial for business.

From its inception the Gateway Initiative rapidly evolved into a powerhouse of resources for local businesses. The leadership of the Gateway Initiative has been focused on key factors for success; 1. Continuing to be business driven, 2. Collaborating with multiple partners who bring a value add to the table, 3. Being transparent with business investments and, 4. Continuous communication and conversation with investors. The record of accomplishments within this Case Statement speaks for itself.

As investors looking toward the future, the simple fact is no one can see clearly what will be needed in the next five years. But we hold tight to the things we do know; business is going to grow; visitors are going to continue to come, and shortage of workforce is not going to end. We trust the Gateway Initiative to react nimbly to changes in the economy and provide business a clear path to continuous improvement and potential solutions.

We hope you will respond positively when the Gateway Initiative Team calls on you. Please join with us as we work together to build a less vulnerable path forward for our Coastal Communities. The Cities, County and the State of Alabama need the businesses of south Baldwin to not only survive in these unfamiliar times, they also need us to thrive!



Chad Watkins
Owner
WAS Designs

A Special Thank You to our Top Investors



GULF SHORES &
ORANGE BEACH
TOURISM
Alabama's White-Sand Beaches



Investor logos displayed are Leader's Forum-level investors and above.

See all *Gateway* investors [HERE](#).

Contact our team for more details about the benefits you receive when you invest in *Gateway*!

Workforce Development & Recruitment



Gateway Training Academy

A major objective of the *Gateway Initiative* is to continually search out training opportunities for our investor businesses and organizations. The **Gateway Training Academy** brings world-class training and process improvement opportunities to small and large businesses, and across a variety of industry sectors. Through partnerships with **Alabama Industrial Development Training (AIDT)**, **Alabama Technology Network (ATN)**, **Columbia Southern - Supervisory Microcredential program**, and **Auburn's Technical Assistance Center (ATAC)**, Gateway is aiming to improve the workforce in South Baldwin County for the betterment of the whole community, locals and visitors alike.

Training Outcomes:

- Facilitate leadership, customer service and supervisory development training to 100 individuals, annually - 4th Quarter, 2022 and ongoing
- Collaborate with Gulf Shores & Orange Beach Tourism, Coastal Alabama Community College, Gulf Regional Early Childhood Services, Auburn Technical Assistance Center, Tri-City Leadership on the development of the South Baldwin Workforce Training Campus - 4th Quarter, 2022 and ongoing
- Collaborate with TransfrVR to develop additional VR training opportunities to support training for south Baldwin businesses. - 3rd Quarter, 2022
- Regular meetings and advocacy efforts with/for regional training and workforce partners (i.e., ATN, SAWDC, CACC, AIDT, SBLC) - 4th Quarter, 2022 and ongoing

Gateway Training Programs and Partner Organizations:

- Gateway to Great Customer Service
- Auburn's Organizational Management Course Series
- AIDT Leadership Training
- Alabama Ready to Work Soft Skills Training

Apprenticeships

Employers in Baldwin County are discovering a new type of employee. They create your future workforce, lift up your community, and help grow your business. We call them an apprentice. Apprenticeships are an industry-driven, high quality career pathway where employers can develop and prepare their future workforce, and individuals can obtain paid work experience, classroom instruction, and a portable, nationally-recognized credential. Gateway is a registered apprenticeship sponsor.

Apprenticeship Program Outcomes:

- Determine Pre-Apprenticeship and Apprenticeship options and career pathways in local business roles or connect employers with industry expert sponsors (e.g., CACC or AOA) - 4th Quarter, 2022 and ongoing
- Continued partnership with educational institutions and local business leaders to create and promote apprenticeship credentialing opportunities - 4th Quarter, 2022 and ongoing
- Sponsor 50 Apprentices in key industry clusters in Baldwin County (including marketing, set-up, administration, and tracking of apprentice progress) - 4th Quarter, 2022 and ongoing

Recruiting and Hiring

Gateway Initiative is continuously working to identify opportunities to recruit new workforce in order to better meet the needs of businesses looking to hire motivated, trained and skilled workers.

Recruiting and Hiring Programs:

- Gateway Career Connection
- Job Fairs
- Local annual hiring and career events such as: World of Opportunity (WOO), SAWDC Virtual Hiring Events, Youth Apprentice Signing Day, Gulf Coast High School Career and Job Fair
- Apprenticeships as a recruiting and retention tool



Recruiting and Hiring Outcomes:

- Explore timeline and work plan for developing a recruiting, hiring, and job-sharing platform for local businesses and workforce - 1st Quarter, 2022
- Co-host job/career fairs in collaboration with Baldwin County School and Career Centers - 2nd Quarter, 2022
- Promote local job opportunities for Baldwin County's youth, support and participate in SAWDC Worlds of Opportunity (WOO; and senior event) and other similar events (in GS/OB), including promotion of pre apprenticeship and apprenticeship - 1st Quarter, 2022
- Continue to foster relationships with local educational institutions and employers in order to influence curriculum opportunities that align with local business needs (including regular meetings with career coaches and guidance counselors and promoting career tech opportunities to students and caregivers) - 4th Quarter, 2022 and ongoing

Career Technical Education

Career and Technical Education (CTE) programs are the foundation of the workforce. CTE programs prepare individuals for a wide range of careers that reflect the contemporary workplace. CTE adds to our K-12 students' education and success. As we strive to prepare every south Alabama student to be college and career ready, CTE provides our greatest collective opportunities for creating a skilled, knowledgeable, and productive future workforce.

Local High School Career Tech Programs & Academies:

- Baldwin County Career Tech Programs – 23 programs administered through 11 Baldwin County Schools, striving to prepare students for the transition to postsecondary learning and workforce opportunities
- Gulf Shores City Schools - Academies
- Orange Beach City Schools

Career Technical Education Outcomes:

- Link Baldwin County businesses to job prospects who are technically proficient and career ready
- Establish (and continue to facilitate) employer advisory committees by career cluster to advise as to what they determine as necessary skills and credentials of value for job prospects

- Advocate within the Baldwin County school system, the Gulf Shores school system, Baldwin County private schools, and Coastal Alabama Community College for the development of training programs that meet employer needs and require completion of credentials of value
- Advocate for as many dual enrollment courses as possible for career technical programs where college credit is granted for high school coursework

Direct Benefit to our Local Employers and Future Employees (our current student population)

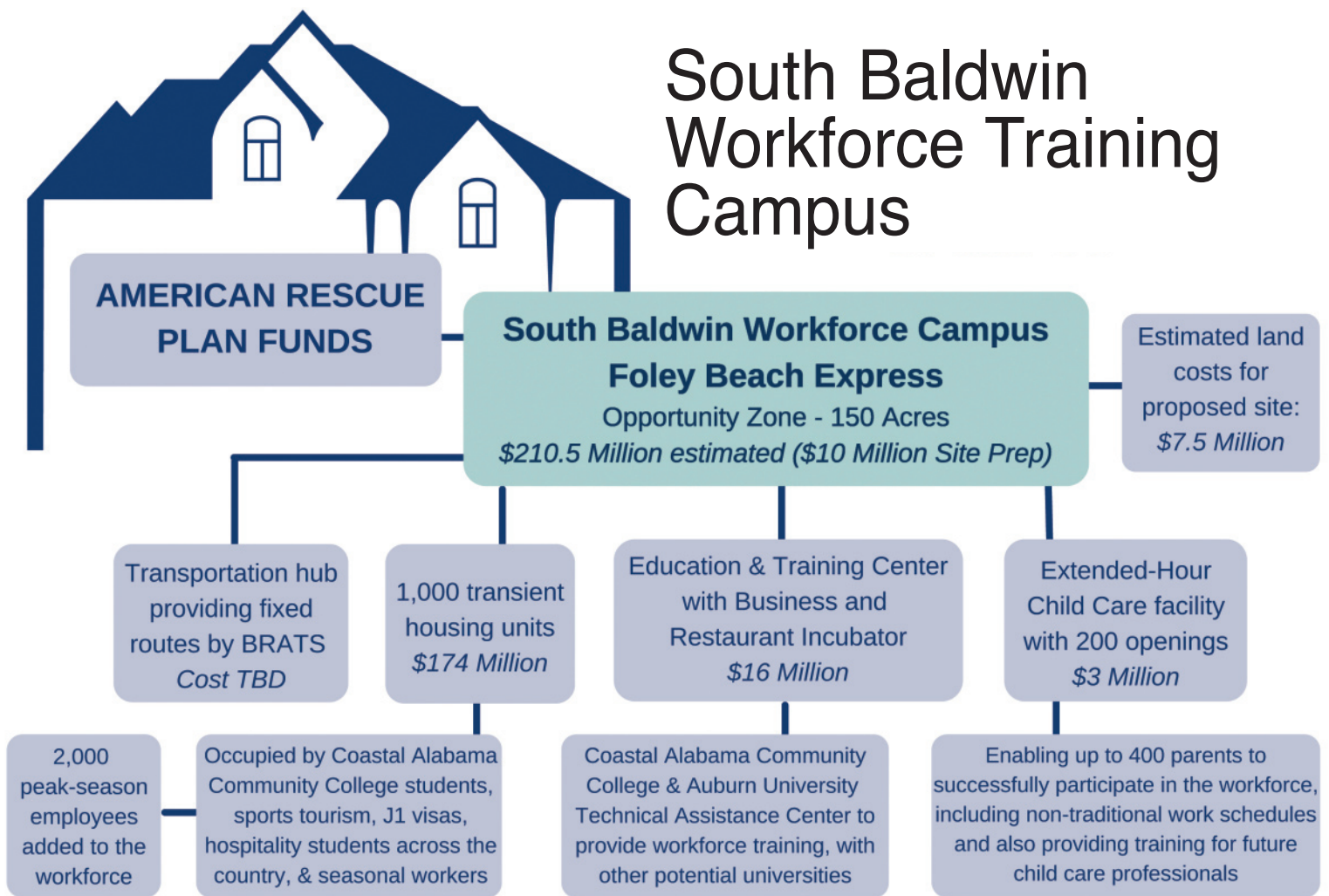
The *Gateway Initiative* in partnership with the **South Alabama Workforce Development Council (SAWDC)** manages the workforce development efforts of South Baldwin County. A SAWDC Project Manager is dedicated to providing industry cluster management, project coordination, case management/tracking, and maintaining persistent attention to the workforce needs of the employer members. Regional industry focus areas have been identified based on the make-up of business and industry in South Baldwin County. They include:

- **Hospitality & Tourism**
- **Advanced Manufacturing & Construction**
- **Aviation and Aerospace**
- **Healthcare**
- **Maritime**

Business leaders from each focus industry are encouraged to participate in regular consortium meetings to ensure that training programs are established and remain current to satisfy industry needs and to develop collaborative recruitment strategies. CTE adds to our students' education and success as we strive to make every south Alabama student college and career ready. CTE provides our greatest collective opportunities for creating a skilled, knowledgeable, and productive future workforce.



South Baldwin Workforce Training Campus



The Why

The local workforce is at least 2,500 people short of meeting peak season employment needs, while many city and business leaders say the shortage is 5x that amount. Labor force participation nationally is 61.73% with Alabama at 54.7%. A local task force would like to propose a project that can take advantage of one-time funding from the American Rescue Plan to make a permanent impact on this issue. [READ MORE](#)

Site rendering of the acreage off of the Foley Beach Express



The Cost of Inaction

More than \$90 million in tax revenue flows annually to the Alabama General Budget from the tri-city tourism and hospitality economy, seeing an average growth of more than 6% in retail sales and 7% in lodging sales annually.

Inaction puts not only the potential gains at risk, but will result in a decrease in current revenues. [READ MORE](#)

61.73%
national labor force participation

54.7%
Alabama labor force participation

The Ask

- Non-monetary Contributions
 - Grant funding
 - American Rescue Plan funds
 - Lobbying Efforts
 - A Tri-City Partnership
- [READ MORE](#)



Entrepreneurship & Existing Business Assistance

A major tenet of the *Gateway Initiative* is to promote entrepreneurship and provide assistance to existing business, always using an economic development lens. The *Gateway Team* facilitates services to entrepreneurs and existing business owners through *Gateway* programs and in coordination with community partners:

Start Up Coaching

Gateway has a broad network of subject matter experts in a variety of industries to assist in starting and successfully growing a business.

SCORE

The South Alabama Chapter of Senior Core of Retired Executives (SCORE) has partnered with *Gateway* to offer small businesses free mentor training in our area.

Business Acceleration

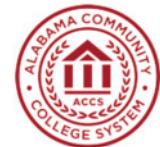
The *Gateway Team* has designed a formal process and program to learn about your operation and recommend strategies for growth.

Continuous Improvement

The Alabama Technology Network (ATN) Continuous Improvement team's primary focus is maximizing efficiency and product quality through process improvement.

Training Partners

Gateway training and educational partners offer a wide variety of business solutions through educational opportunities.



Entrepreneurship & Small Business Outcomes:

- *Gateway Initiative* Story Videos and Written Features on local business to help promote and grow their business
- Continue to provide engagement services and solutions or provide referral services to start-up entrepreneurs or existing businesses - 4th Quarter, 2022 and ongoing
- Continue to partner with existing local SCORE representatives to recruit SCORE mentors in order to aid local entrepreneurs - 4th Quarter, 2022 and ongoing



Pro-Business Advocacy & Legislative Action

Baldwin County Chamber Coalition



In 2018, *Gateway* facilitated the gathering of all five Chambers of Commerce in Baldwin County to collaborate on a county-wide business legislative agenda. For the first time in more than ten years, the executives and governmental affairs committee members from

each Chamber gathered to develop the Baldwin County Chamber Coalition. Each year, the Coalition aims to support business by educating employers and their employees regarding important legislative issues. In addition we connect directly with our local elected officials about issues that matter to our business members in Baldwin County. We effectively represent 3,500 members and 74,000 employees in combined membership.

2022 Legislative Agenda

Research and Legislative Action

Gateway is dedicated to pro-business advocacy efforts that span many areas: we dove in head first to address business needs during the height of the COVID-19 Pandemic and Hurricane Sally relief efforts; we actively coordinate with schools and colleges to ensure curriculum aligns with hiring needs; and we've drafted numerous communications to State and Federal congressional delegates expressing our support or dissatisfaction with proposed legislation (e.g., the single-use plastic ban, infrastructure funding, and overtime wage reimbursement laws). We also facilitate survey efforts to better understand industry needs related to employee housing, workforce training, salary and benefits offerings, and more. We are continually looking for ways to ensure business owners can achieve their fullest potential.

Committee Participation

One specific way *Gateway* advocates for local business across the State is through committee and council participation. For example:

- Governor's Technical Education Advisory Committee for Hospitality & Tourism
- Business Council of Alabama
- Advisory Board Member Alabama Education Alliance
- Advisory Board Member Alabama Department of Education for Business & IT
- Governor's Think Tank on Education & Training Innovation

Pro-Business Advocacy & Legislative Action Outcomes:

- Facilitate meetings with industry cluster consortiums to better understand local workforce and educational needs as well as increase advocacy efforts on a variety of other regional topics - 4th Quarter, 2022 and ongoing
- Publish the results of the 2021 bi-annual industry salary survey to better report current industry wage and benefit trends in our region- 1st Quarter, 2022
- Participate in local, regional, and state-wide Advisory Committees in order to advocate for South Baldwin businesses - 4th Quarter, 2022 and ongoing
- Play a lead role in facilitating local communication and info sharing forums for members and investors to include participation from local leaders and representatives during critical times - 4th Quarter, 2022 and ongoing
- Engage Baldwin Chamber Coalition in relevant pro-business advocacy efforts, including legislative communications, and community education opportunities - 4th Quarter, 2022 and ongoing

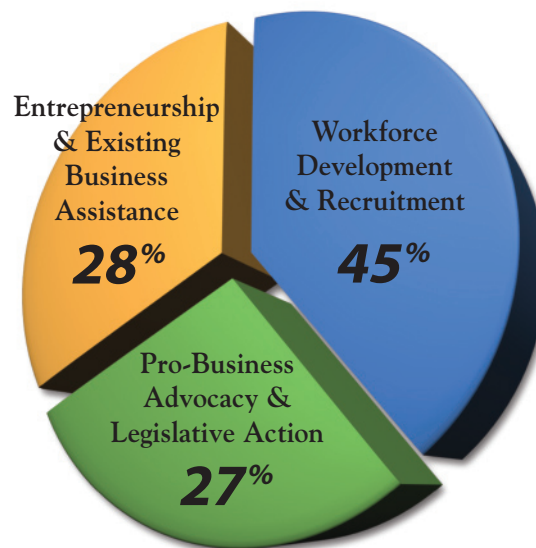


GATEWAY
INITIATIVE

2023-2027 Campaign Goal and Budget

\$2.5 million
five-year campaign goal

\$500,000
per year



Chairman's Circle: \$20,000 +

- South Baldwin Chamber of Commerce and Coastal Alabama Business Chamber membership included with your *Gateway Initiative* investment
- Consultation and communication on the *Gateway Training Academy*
- VIP invitations to Leadership Series and investor only events
- Recognition on all *Gateway Initiative* materials
- Preferred access to grant consultations and submissions
- Direct access to *Gateway Leadership* on key issues impacting your business
- Free listings on the *Gateway Career Connection Job Board* website and access to Job Fairs
- Networking opportunities with our other *Gateway Initiative* investors
- VIP access to select chamber of commerce events for South Baldwin Chamber of Commerce and Coastal Alabama Business Chamber

CEO Council: \$15,000 - \$19,999

- South Baldwin Chamber of Commerce and Coastal Alabama Business Chamber membership included with your *Gateway Initiative* investment
- Consultation and communication on the *Gateway Training Academy*
- VIP invitations to Leadership Series and investor only events
- Recognition on all *Gateway Initiative* materials
- Preferred access to grant consultations and submissions
- Direct access to *Gateway Leadership* on key issues impacting your business
- Free listings on the *Gateway Career Connection Job Board* website and access to Job Fairs
- Networking opportunities with our other *Gateway Initiative* investors

Leaders Forum: \$10,000 - \$14,999

- 50% discount on South Baldwin Chamber of Commerce and Coastal Alabama Business Chamber membership included with your *Gateway Initiative* investment
- Consultation and communication on the *Gateway Training Academy*
- VIP invitations to Leadership Series and investor only events
- Recognition on all *Gateway Initiative* materials
- Preferred access to grant consultations and submissions
- Direct access to *Gateway Leadership* on key issues impacting your business
- Free listings on the *Gateway Career Connection Job Board* website and access to Job Fairs
- Networking opportunities with our other *Gateway Initiative* investors

Strategic Partner: \$7,500 - \$9,999

- Recognition on the *Gateway Initiative* website based on investment level
- Consultation and communication on the *Gateway Training Academy*
- VIP invitations to Leadership Series and investor only events
- 30% discount on South Baldwin Chamber of Commerce and Coastal Alabama Business Chamber membership included with your *Gateway Initiative* investment
- Direct access to *Gateway Leadership* on key issues impacting your business
- Free listings on the *Gateway Career Connection Job Board* website and access to Job Fairs
- Networking opportunities with our other *Gateway Initiative* investors

Growth Leader: \$5,000 - \$7,499

- Recognition on the *Gateway Initiative* website based on investment level
- Consultation and communication on the *Gateway Training Academy*
- Leadership Series pre-meeting introduction and Q&A with the presenter
- VIP invitations to Leadership Series and investor only events
- 20% discount on South Baldwin Chamber of Commerce and Coastal Alabama Business Chamber membership included with your *Gateway Initiative* investment
- Free listings on the *Gateway Career Connection Job Board* website and access to Job Fairs
- Networking opportunities with our other *Gateway Initiative* investors

Investor Colleague: \$2,500 - \$4,999

- Consultation and communication on the *Gateway Training Academy*
- Leadership Series pre-meeting introduction and Q&A with the presenter
- 10% discount on South Baldwin Chamber of Commerce and Coastal Alabama Business Chamber membership included with your *Gateway Initiative* investment
- Recognition on the *Gateway Initiative* website based on investment level
- VIP invitations to Leadership Series and investor only events
- Free listings on the *Gateway Career Connection Job Board* website and access to Job Fairs
- Networking opportunities with our other *Gateway Initiative* investors

Community Associate: \$1,500 - \$2,499

- Consultation and communication on the *Gateway Training Academy*
- Recognition on the *Gateway Initiative* website based on investment level
- VIP invitations to Leadership Series and investor only events
- Free listings on the *Gateway Career Connection Job Board* website and access to Job Fairs
- Networking opportunities with our other *Gateway Initiative* investors

Our Proud Community Partners



www.GatewayInitiative.com
www.GatewayCareerConnection.org

Gateway Initiative Campaign Leadership Team

Jim Bibby
The Wharf

John Fitzgerald
Saunders Yachtworks

Kristin Hellmich
OWA

Sted McCollough
McCollough Architecture

Mike Steward
Vision Fox Business
Advisors

H.C. (Harry) Cecil
Ala. Technology Network

Beth Gendler
Gulf Shores & Orange
Beach Tourism

Tom Knighten
Tanger Outlets

Bob McDowell
Edward Jones

Clark Stewart
WHEP Radio

Tom Debell
Riviera Utilities

Lane Gilbert
Wharf Restaurant Group

Tim Lower
RE/MAX Paradise

Christina McInnis
Woerner Companies

Ken Styron
Columbia Southern
University

Dr. Josh Duplantis
Coastal Alabama
Community College

Charlene Haber
Wolf Bay Restaurants

Tony Marzullo
Spectrum Resorts

Dr. Craig Pouncy
Coastal Alabama
Community College

Bryan Wolfe
Vulcan, Inc.

Matt Fetner
Bryant Bank

Brian Harsany
Cosmo's Restaurant
Group

Dec McClelland
Edward Jones

Dr. Margaret Roley
So. Baldwin Regional
Medical Center

Gateway Initiative Oversight Council

Gateway is guided by a group of leaders in the business community, the *Gateway Oversight Council*, composed of four Gateway Investors from each chamber, each Board of Directors Chairperson, and both chamber Presidents/CEOs. The council convenes quarterly to review program accomplishments and realign programming where necessary, and represent a diverse set of industries in south Baldwin County. Members rotate annually. 2022 Members include:

- **Chad Watkins**, WAS Design, SBCC Board Chair
- **Mike Steward**, Vision Fox, CABC Board Chair
- **Beth Gendler**, Gulf Shores & Orange Beach Tourism
- **Jim Bibby**, The Wharf
- **Penny Groux**, Perdido Beach Resort
- **Matt Grant**, Grant Wealth Management
- **Dec McClelland**, Edward Jones Investments



Meet the Gateway Initiative Team



Pictured L to R: Travis Valentine, Tyler Morgan, Ryan Moberly, Greg Alexander, Donna Watts, Ed Bushaw, Penny Hughey, Kaitlyn O'Neal, Lori Pressley

Donna Watts

President/CEO
South Baldwin Chamber of Commerce
donna@southbaldwinchamber.com

Greg Alexander

President/CEO
Coastal Alabama Business Chamber
greg@mygulfoastchamber.com

Tyler Morgan

Director of Career & Business
Development
Gateway Initiative
tyler@gatewayinitiative.com

Ed Bushaw

Vice President of Workforce
Development
Gateway Initiative
ed@gatewayinitiative.com

Kaitlyn O'Neal

Communications Manager
Gateway Initiative
kaitlyn@gatewayinitiative.com

Lori Pressley

Director of Communications
South Baldwin Chamber of Commerce
lori@southbaldwinchamber.com

Penny Hughey

Vice President of Education + Programs
Coastal Alabama Business Chamber
penny@mygulfoastchamber.com

Travis Valentine

Vice President of Investor Relations
South Baldwin Chamber of Commerce
travis@southbaldwinchamber.com

Ryan Moberly

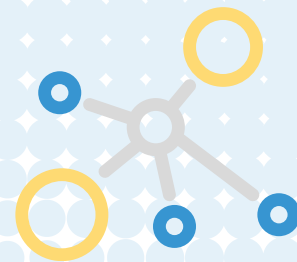
Director of Communications
Coastal Alabama Business Chamber
ryan@mygulfoastchamber.com



GATEWAY
INITIATIVE

www.GatewayInitiative.com

GATEWAY INITIATIVE BY THE NUMBERS - BUSINESS DRIVEN SOLUTIONS



The *Gateway Initiative* has been guided by a set of strategic objectives and outcomes called our Accountability Plan. These measurements are based upon our original Case Statement in 2017. The Accountability Plan's purpose is to track and communicate Gateway's success. It is revised bi-annually by the internal team and then approved by the Oversight Council which is comprised of four investor representatives from each chamber. Below are some of Gateway's accomplishments since 2018:

6

Community partners working in collaboration on the development of the South Baldwin Training Campus

7

Partners in leadership, customer service and supervisory development training courses

16

Job/Career fairs conducted annually in collaboration with Baldwin County Schools, Career Centers and SAWDC

53

Local companies who participated in Apprenticeship programs

5

Industry Cluster Consortia formed to better understand local workforce and educational needs as well as increase advocacy efforts

5

Chambers in the Baldwin County Chamber Coalition, led by Gateway, who engage in relevant pro-business advocacy efforts, including legislative communications, and community education opportunities

134

Local employees who have completed Apprenticeship programs and received nationally recognized credential

10

State-wide apprentice occupations created for the first time in the hospitality industry, recognized and awarded by Governor Ivey

3

Developed, distributed, and analyzed 3 Baldwin County Legislative Agendas

5

Annual workshops produced for Baldwin County career coaches, guidance staff, and faculty on strategies for work-to-learn initiatives

84

Start-up entrepreneurs or existing businesses provided services or solutions

51

Meetings facilitated for the workforce development campus to include a standing committee, South Baldwin Regional Workforce Development Authority, Colleges and Universities, Municipalities, Elected Officials, Developers, and Investors

48

Coordinated local community and business info-sharing calls for elected officials, business leaders, and advocacy groups during the pandemic, and **18** for hurricane Sally

5

Regional partners involved in advocacy efforts to support regional training and workforce

585

Individuals trained through the Gateway Training Academy, facilitated by our training partners, representing **49** businesses

2,500

Virtual interviews given to middle and high school students in Foley, Gulf Shores, and Orange Beach through Talk Hiring Software purchased by Gateway

1,231

Completed programs and activities on the Gateway Evergreen List, which is a document tracking all meetings, presentation, and other events participated in

1

A Staff member has chaired the Statewide Hospitality and Tourism Curriculum Committee for high schools and articulation to two-year colleges for **4** years

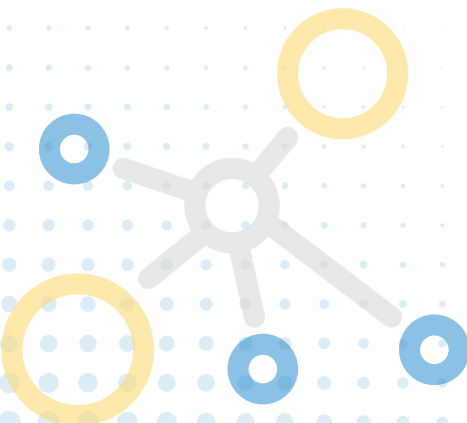


Gateway's contract with TransfrVR provided training to students and others alike at the South Baldwin Literacy Council

Bi-annually publish the results of the industry salary survey to better report current industry wage and benefit trends in our region



Administered, analyzed and distributed the Baldwin County Chamber Coalition's Legislative Agenda for local elected officials since 2109



RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
SWAT VEST KITS FOR THE POLICE DEPARTMENT
FROM STATE BID IN THE AMOUNT OF \$34,348**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of SWAT Vest Kits for the Police Department from the Alabama State Bid in the amount of \$34,095.50;
2. That the Mayor is hereby authorized to approve payment to Gulf States Distributors, Inc., in the amount of \$34,348 for twelve (12) SWAT Vest Kits, per Quote No. 0205575 dated April 3, 2023;
3. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 6th DAY OF JUNE, 2023.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on June 6, 2023.

City Clerk

INTERNAL PURCHASE ORDER REQUEST

Date: 5/3/23

Type Equipment: Vest Kits for SWAT

Officer: Kirchharr, Rodney I.D. 114

PURCHASE REASONING OR JUSTIFICATION

12 - Point Blank Origin Vest Kits (See Attached)

DIVISION LIEUTENANT APPROVAL: 

Date: 5/3/2023

SUPPORT SERVICES APPROVAL: _____

Date: _____

NOTES:

FORM IS FOR NEW PURCHASES OVER \$100

UP TO \$2,500 A PURCHASE ORDER IS NEEDED

\$2,500 TO \$14,999 A PURCHASE REQUISITION IS NEEDED ALONG WITH 2 OTHER ATTACHED QUOTES FROM OTHER PROVIDERS UNLESS THEY ARE A SINGLE SOURCE PROVIDER

IF THEY ARE A SINGLE SOURCE PROVIDER HAVE THEM SEND YOU A LETTER OR EMAIL STATING THAT THEY ARE AND ATTACH IT TO THIS FORM

\$14,999 OR GREATER A SEALED BID IS NEEDED UNLESS THEY ARE A SINGLE SOURCE PROVIDER

IF A SEALED BID IS NEEDED, ATTACH THE SPECIFICATIONS OF THE ITEM REQUESTED

WE DO NOT DO BUSINESS WITH COMPANIES OUTSIDE THE USA

ADMINISTRATION APPROVAL: 

ACCOUNT: _____ - _____ - _____

Quote



Gulf States Distributors
6000 East Shirley Lane
P.O. Box 241387 (36124-1387)
Montgomery, AL 36117
3342712010

Order Number: 0205575

Order Date: 4/3/2023

Salesperson: 0015

Customer Number: ORANGE

Sold To:

City of Orange Beach
P.O. Box 458
Accounts Payable
Orange Beach, AL 36561

Ship To:

Orange Beach Police Department
4480 Orange Beach Blvd
Lt. Kirchharr
Orange Beach, AL 36561

Customer P.O.

Terms

Net 20 days

Confirm To:

251.981.9777

rkitchharr@orangebeachal.gov

Item Number	Unit		Ordered	Shipped	Back Order	Price	Amount
NSA10	EACH	DropShip: Y	8.00	0.00	0.00	1,359.00	10,872.00
Point Blank/Paraclete Origin Plate Carrier with BIIIA-2 ballistics - plate backers, back side and gap stop panels OG1ZB8PCZ5 and HC6B22BD0H POLICE State of AL contract MA 999 210000000170 MSRP \$2726.00 Discount 44%							
NSA5	EACH	DropShip: Y	8.00	0.00	0.00	489.00	3,912.00
Point Blank/Paraclete Origin Accessory Phase 1 BIIIA-2 OG1ZB8A1Z5 State of AL contract MA 999 210000000170 MSRP \$877.00 Discount 44%							
NSA10	EACH	DropShip: Y	4.00	0.00	0.00	1,359.00	5,436.00
Point Blank/Paraclete Origin Plate Carrier with BIIIA-2 ballistics - plate backers, back side and gap stop panels OG1ZB8PCZ5 and HC6B22BD0H MEDIC State of AL contract MA 999 210000000170 MSRP \$2726.00 Discount 44%							
NSA10	EACH	DropShip: Y	4.00	0.00	0.00	1,529.00	6,116.00
Point Blank/Paraclete Origin Accessory Phase 2 BIIIA-2 OG1ZB8A2Z5 State of AL contract MA 999 210000000170 MSRP \$3105.00 Discount 44%							
NSA3	EACH	DropShip: Y	24.00	0.00	0.00	299.00	7,176.00
Point Blank/Paraclete 10x12 Omega Plus PLTOMG10x12 State of AL contract MA 999 210000000170 MSRP \$541.00 44% discount							
NSA0.3	EACH	DropShip: Y	8.00	0.00	0.00	23.00	184.00
Point Blank/Paraclete double pistol mag pouch PCHMP1 State of AL contract MA 999 210000000170 MSRP \$52.00 Discount 44%							
NSA0.3	EACH	DropShip: Y	8.00	0.00	0.00	28.00	224.00
Point Blank/Paraclete single flashbang pouch PCHFB1 State of AL contract MA 999 210000000170 MSRP \$50.00 Discount 44%							
NSA0.3	EACH	DropShip: Y	4.00	0.00	0.00	29.00	116.00
Point Blank/Paraclete triple pistol mag pouch PCHMP1 State of AL contract MA 999 210000000170 MSRP \$52.00 Discount 44%							

Continued

Quote



Gulf States Distributors
6000 East Shirley Lane
P.O. Box 241387 (36124-1387)
Montgomery, AL 36117
3342712010

Order Number: 0205575

Order Date: 4/3/2023

Salesperson: 0015

Customer Number: ORANGE

Sold To:

City of Orange Beach
P.O. Box 458
Accounts Payable
Orange Beach, AL 36561

Ship To:

Orange Beach Police Department
4480 Orange Beach Blvd
Lt. Kirchharr
Orange Beach, AL 36561

Customer P.O.**Terms**

Net 20 days

Confirm To:

251.981.9777

rkitchharr@orangebeachal.gov

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
NSA1	EACH	4.00	0.00	0.00	78.00	312.00

Point Blank/Paraclete advanced medical pouch PCHMD0

State of AL contract MA 999 210000000170 MSRP \$141.00 Discount 44%

Net Order:	34,348.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	34,348.00