



COMMITTEE OF THE WHOLE MEETING AGENDA

City Hall Council Chambers

I. Roll Call

II. Consideration Of Previous Minutes

A. Work Session 05/16/2023

Documents:

[2023.05.16 WORK SESSION MINUTES.PDF](#)

B. Solid Waste Authority 05/16/2023

Documents:

[2023.05.16 SOLID WASTE AUTHORITY MINUTES.PDF](#)

C. Regular Council Meeting 05/16/2023

Documents:

[2023.05.16 COUNCIL MINUTES.PDF](#)

D. Committee Of The Whole 05/16/2023

Documents:

[2023.05.16 COW MINUTES.PDF](#)

E. Work Session 05/30/2023

Documents:

[2023.05.30 WORK SESSION MINUTES.PDF](#)

III. Unfinished Business

A. Miscellaneous

B. Resolutions

C. Ordinances

IV. New Business

A. Miscellaneous

1. Relocate Council Meetings On June 20, July 11, And July 18, 2023, To The Community Center. (RE)
2. Discuss Modification To City Code Regarding Commercial Watercraft And Marine Activities. (FH)
3. Discuss Fire EMS Fees.

Documents:

[MEMO 2023.05.17 - FIRE EMS FEES.PDF](#)

B. Resolutions

1. Resolution Appropriating Funds To The Orange Beach Board Of Education To Support City School System Operations In An Amount Not To Exceed \$3,229,400. (FH)

Documents:

[06-20-23 APPROPRIATE FUNDS OBBOE CITY SCHOOL SYSTEM OPERATIONS.PDF](#)
[SCHOOL FUNDING REQUEST.PDF](#)

2. Resolution Appropriating Funds To The Miracle League Of Coastal Alabama In The Amount Of \$57,150 To Match Donations For The Purpose Of Building A Regional Complex In Summerdale. (FH)

Documents:

[06-20-23 23-XXX APPROPRIATE FUNDS MIRACLE LEAGUE.PDF](#)

3. Approve Budget Amendment To Increase The Project Budget For City Hall Renovation By \$150,000. (RE)

Documents:

[06-20-23 23-XXX AMEND FY2023 BUDGET.PDF](#)
[MEMO 2023.06.01 - ADMIN BUDGET AMENDMENT REQUEST.PDF](#)

4. Resolution Authorizing The Execution Of A Professional Services Agreement With James Duncan And Associates, Inc., Dba Duncan Associates, For Impact Fee Consulting Services In An Amount Not To Exceed \$87,250. (KA)

Documents:

[06-20-23 23-XXX AUTHORIZE PROFESSIONAL SERVICES AGREEMENT DUNCAN ASSOCIATES IMPACT FEE STUDY.PDF](#)
[2023.06.02 PROFESSIONAL SERVICES AGREEMENT DUNCAN ASSOCIATES.PDF](#)

5. Resolution Authorizing The Purchase Of A Medical Cot For The Sportsplex Through The SAVVIK Buying Group In The Amount Of \$15,306.06. (FH)

Documents:

06-20-23 23-XXX AUTHORIZE PURCHASE MEDICAL COT SPORTSPLEX
SAVVIK BUYING GROUP.PDF
2023.05.04 QUOTE - CAPITAL SPORTSPLEX - STRYKER MEDICAL
COT.PDF

6. Resolution Authorizing Execution Of A Task Order With Sawgrass Consulting, LLC, To Provide Surveying And Civil Design Services For The Conversion Of The Soccer And Football Field To Artificial Turf At The Sportsplex In An Amount Not To Exceed \$92,700. (GS)

Documents:

06-20-23 23-XXX AUTHORIZE TASK ORDER SAWGRASS SOCCER
FOOTBALL FIELD SPORTSPLEX.PDF
2023.05.15 TASK ORDER SAWGRASS CONSULTING FOOTBALL
SOCCER FIELD SPORTSPLEX.PDF

7. Resolution Authorizing Execution Of A Lease Agreement With The Orange Beach City Board Of Education For A New Central Office. (FH)

Documents:

06-20-23 23-XXX AUTHORIZE LEASE AGREEMENT ORANGE BEACH
CITY SCHOOLS OBBOE NEW CENTRAL OFFICE.PDF
2023.06.02 AGREEMENT OBBOE SCHOOL - LEASE NEW CENTRAL
OFFICE.PDF

8. Resolution Authorizing Execution Of A Facility Usage Agreement With The Coastal Ballet Company For Arabian Nights And Future Spring Programs At The Performing Arts Center. (JL)

Documents:

06-20-23 23-XXX AUTHORIZE USAGE AGREEMENT PERFORMING ARTS
COASTAL BALLET COMPANY ARABIAN NIGHTS SPRING PROGRAM
PAC.PDF
2023.06.02 USAGE AGREEMENT PERFORMING ARTS COASTAL
BALLET COMPANY SPRING.PDF

C. Ordinances

1. Set Public Hearing For Reimbursement To Orange Beach Land Company, LLC, For Improvements Made To The Coastal Beach Development Subdivision. (Suggested Date 6/20/2023) (FH)

Documents:

2023.06.01 PUBLIC NOTICE - AMENDMENT 750 COASTAL BEACH
DEVELOPMENT IMPROVEMENTS.PDF

2. Set A Public Hearing Date For An Ordinance Amending Ordinance No. 172, The Zoning Ordinance, Case No. 0608-PUDA-23, Summer Salt PUD Minor Modification, Summer Salt/Beachside Mini Golf Sign. (Suggested Date 7/11/2023) (KA)

V. Public Comments

VI. Adjourn

**MINUTES OF
ORANGE BEACH CITY COUNCIL
WORK SESSION
MAY 16, 2023 – 10:00 A.M.
COASTAL ARTS CENTER**

The Orange Beach City Council met on May 16, 2023, at 10:07 A.M. with Mayor Tony Kennon presiding.

The following members were present:

Councilmember Jeff Silvers
Councilmember Jerry Johnson
Councilmember Annette Mitchell
Councilmember Joni Blalock
Mayor Tony Kennon

The following members were absent:

Councilmember Jeff Boyd

The following items were discussed:

1. School update by Superintendent Randy Wilkes.
2. Angry Crab Shack outdoor music venue permit.
3. Powerline Road.
4. Litigation update.
5. CoastAL Beach Development request.
6. Requests to hold events on city beach.
7. Perdido Pass Bridge lighting project.
8. Removal of pedestrian crossing at Phoenix Gulf Tower by ALDOT.
9. New impact fee study.
10. Business licensing issue with water-based businesses.
11. EMS medical cots.
12. EMS fees.
13. Wharf agreement.
14. Legislation to add a fifth county commissioner.
15. Insurance policy for elected officials.
16. South Baldwin Chamber of Commerce Gateway Initiative.
17. Audit agreement.
18. ADEM 319 grant.
19. Veteran Traveling Wall request from Robertsdale.
20. City Hall renovation update and relocation of council meetings during construction.
21. Sportsplex turf.

- 22. Mediacom permit requests.
- 23. Golf course future renovations and nonresident rates.
- 24. Liability insurance update.
- 25. Competitive bid law update.

There being no further business, the meeting adjourned.

Time: 2:47 P.M.

APPROVED this 20th day of June, 2023.

Renee Eberly
City Clerk

**MINUTES OF THE
ORANGE BEACH SOLID WASTE AUTHORITY
MAY 16, 2023 – 4:45 P.M.
CITY HALL – COUNCIL CHAMBERS**

I. CALL TO ORDER Chairman Jeff Silvers called the meeting to order at 4:51 P.M.

II. ROLL CALL

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

Absent: Councilmember Jeff Boyd
Mayor Tony Kennon

There being a quorum present, the meeting was opened for the transaction of business.

III. CONSIDERATION OF AGENDA

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

IV. NEW BUSINESS

1. Approval of an annual renewal of the Collection and Disposal of Residential Solid Waste and Recyclables contract with BFI Waste Services, LLC, dba Republic Services, through December 31, 2024.

Motion made (Johnson/Mitchell) to approve the contract renewal. Vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye. **Passed. (4-0).**

V. ADJOURN

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

Time: 4:52 P.M.

APPROVED this the 20th day of June, 2023.

Renee Eberly
City Clerk

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
MAY 16, 2023 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 5:00 P.M.
- II. INVOCATION** Pastor Fred Franks, Island Church
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

Present: Councilmember Jeff Silvers
Councilmember Jerry Johnson
Councilmember Annette Mitchell
Councilmember Joni Blalock
Mayor Tony Kennon

Absent: Councilmember Jeff Boyd

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Work Session	04/18/2023
Regular Council Meeting	04/18/2023
Committee of the Whole	04/18/2023

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> | |

Chief Kimmerling showed a quick reference card for local medical facilities for easy reference in emergency medical situations.

- | | |
|--|------------|
| 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 Mitchell introduced Tim Harry, 4206 Lauder Lane, who spoke about the Children's Rescue Initiative and thanked Mayor and Council for their support.

Councilmember Johnson announced the graduation of the first Orange Beach High School Senior Class on Thursday, May 18, 2023, at the Orange Beach Event Center.

Councilmember Johnson also recognized the Lady Makos for competing in their third consecutive softball state championship.

Cindy Ross reported on a successful fundraiser for Maasai Mara.

VIII. AUDITING OF ACCOUNTS

Motion made (Mitchell/Johnson) 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; Kennon, 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; Kennon, aye. **Passed. (4-0-1).**

IX. PRESENTATIONS

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

Resolutions

1. Resolution awarding the bid for Fire Station No. 1 Roof Replacement to Roofing Plus, Inc., in an amount not to exceed \$365,636 and per unit pricing. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor.
2. Resolution adopting a Financial Management Policy for the City of Orange Beach. **Motion made (Mitchell/Blalock) to adopt the resolution.** Vote unanimous in favor.
3. Resolution authorizing a complete appraisal of the Event Center by The Appraisal & Consultant Group, Inc., in an amount not to exceed \$20,000. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor.
4. Resolution authorizing the execution of a performance contract with Joan Hill for water aerobics instruction at the Aquatics Center. **Motion made (Blalock/Mitchell) to adopt the resolution.** Vote unanimous in favor.
5. Resolution authorizing execution of professional services agreements with DeRhonda Ponder, Elizabeth Wood, and Stephanie Myrick for special needs aide services for the Expect Excellence program. **Motion made (Silvers/Johnson) to adopt the resolution.** Jonathan Langston, Expect Excellence Director, confirmed that this is the fourth year of providing this service to a participant in need at no charge to the parents. Vote unanimous in favor.
6. Resolution authorizing execution of an agreement to grant access point and access easement with the Baldwin County Bridge Company, L.L.C. **Motion made (Mitchell/Blalock) to adopt the resolution.** Vote unanimous in favor.
7. Resolution authorizing execution of an Administrative Services Agreement with Blue Cross Blue Shield of Alabama. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor.

Public Hearings

1. Public hearing for (1) the adoption of a Supplement and First Amendment to the Third Amended and Restated Development Agreement by and among the City, Wharf Retail Properties, LLC, Wharf Entertainment Properties, LLC, and Wharf Landing, LLC, and (2) the issuance to Wharf Retail of the City's Second Amended and Restated Limited Obligation Warrant Series 2010A. **Motion made (Silvers/Johnson) to postpone the public hearing to the next council meeting on June 6, 2023.** Vote unanimous in favor.
2. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0401-PUD-23, Rollins Road Residential PUD. Public hearing cancelled at the request of the applicant.
3. Public hearing 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.

Griffin Powell, Planner II, presented the case overview.

Councilmember Blalock asked about drainage and runoff.

There being no additional comments or opposition, the public hearing adjourned.

Ordinances

1. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0408-CU-23, Liberty Linen Warehouse & Boat/RV Storage Addition Conditional Use Approval. **Motion made (Johnson/Silvers) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Kennon, aye. **Passed. (5-0).** **Motion made (Silvers/Johnson) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Kennon, aye. **Passed. (5-0).**
2. First Reading – Ordinance amending Chapter 70, Article II, Section 70-22 of the Code of Ordinances for the City of Orange Beach, Alabama, to change the speed limit on portions of Canal Road and State Highway 180. **Motion made (Johnson/Silvers) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Kennon, aye. **Passed. (5-0).** **Motion made (Blalock/Johnson) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Kennon, aye. **Passed. (5-0).**

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:23 P.M.

APPROVED this the 20th day of June, 2023.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
MAY 16, 2023 – 5:24 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the June 6, 2023, agenda.

The following members were present:

Mayor Tony Kennon
Councilmember Jeff Silvers
Councilmember Jerry Johnson
Councilmember Annette Mitchell
Councilmember Joni Blalock

The following members were absent:

Councilmember Jeff Boyd

The following items were discussed:

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.
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.
3. Resolution authorizing the execution of a professional services agreement with Pillar, LLC, for civil engineering and land surveying services.
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.
5. Resolution reappointing Greg Kennedy and Jeff Silvers and appointing Vince McCoy to the Construction Board of Adjustment and Appeals.
6. Resolution authorizing execution of a professional services agreement with Jackson & Smith CPA Group, PC, for auditing services.
7. Resolution authorizing submittal of an Alabama Department of Environmental Management Clean Water Act Section 319 Nonpoint Source Program Watershed Grant Application.
8. Resolution appropriating \$25,000 to the Coastal Alabama Business Chamber for the purpose of funding the Gateway Initiative.
9. Resolution authorizing the purchase of SWAT Vest Kits for the Police Department from State Bid in the amount of \$34,095.50.
10. 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. Public hearing set for June 6, 2023.

Public Comments:

None

There being no further business, the meeting adjourned.

Time: 5:27 P.M.

APPROVED this 20th day of June, 2023.

Renee Eberly
City Clerk

**MINUTES OF
ORANGE BEACH CITY COUNCIL
WORK SESSION
MAY 30, 2023 – 10:00 A.M.
PERDIDO BEACH RESORT**

The Orange Beach City Council met on May 30, 2023, at 10:14 A.M. for a joint work session with the Orange Beach City School Board.

The following members were present:

Councilmember Jeff Silvers
Councilmember Jerry Johnson
Councilmember Annette Mitchell
Councilmember Joni Blalock
Councilmember Jeff Boyd
Mayor Tony Kennon

School Board President Randy McKinney
School Board Vice-President Nelson Bauer
School Board Member Robert Stuart
School Board Member Shannon Robinson
School Board Member Lisa Nix

The following members were absent:

None

The following items were discussed:

1. Invocation by Councilmember Jerry Johnson.
2. School and SRO (School Resource Officer) out-of-town travel policy.
3. Council questions and concerns from community survey responses.
4. Council questions and concerns from the May 23, 2023, community meeting.

Randy Wilkes, Superintendent, joined the meeting at 12:40 P.M.

5. Council questions and concerns from the May 23, 2023, community meeting.
6. Student attendance.
7. Data benchmarking.
8. Academic rigor.
9. Ono Island and out-of-district student policy.
10. Council request for improved communication from School Board.

Councilmember Jeff Boyd left the meeting at 1:35 P.M.

11. School employee review process.
12. Options for elective and foreign language classes.
13. Possible Council and School Board quarterly meetings.

Councilmember Jeff Silvers left the meeting at 2:18 P.M.

14. Teacher turnover.

15. Council expectations.

Councilmembers Annette Mitchell, Joni Blalock, and Jerry Johnson left the meeting at 2:30 P.M.

With there no longer being a quorum, the Council meeting adjourned.

Time: 2:30 P.M.

APPROVED this 20th day of June, 2023.

Renee Eberly
City Clerk



City Administrator Handley

5/17/2023

This memo will serve as a request to consider revision of our Emergency Medical Services fee schedule. Fire Staff has researched the fee rates of area services and found the following:

Service Provided	Mobile County EMS	Medstar	Mobile Fire Department	Escambia County
BLS Emergency	\$668.68	\$691.41	\$792.70	\$900.00
ALS 1	\$794.04	\$838.08	\$941.34	\$1140.00
ALS 2	\$1149.28	\$977.74	\$1362.46	\$1650.00
Mileage	\$14.58	\$19.91	\$17.42	\$15.00
Special Event	Depends			

Based on this information, I recommend consideration of the following fee schedule;

Service	Existing	Avg.	Proposed
BLS Non-Emergency	\$500.00	N/A	\$700.00
BLS Emergency	\$550.00	\$763.20	\$750.00
ALS1 Non-Emergency	\$575.00	N/A	\$825.00
ALS1 Emergency	\$650.00	\$928.56	\$925.00
ALS2 Emergency	\$750.00	\$1284.87	\$1250.00
Specialty Care Transportation	\$1000.00	N/A	\$1500.00
Charges applied if applicable			
Mileage per mile	\$14.00	\$16.75	\$17.00
Oxygen	\$50.00	N/A	\$75.00
IV Therapy	\$50.00	N/A	\$75.00
Cardiac Monitoring	\$60.00	N/A	\$90.00
Immobilization	\$60.00	N/A	\$90.00
Airway Management	\$65.00	N/A	\$95.00

If you agree with this recommendation I will have it added to the next Council agenda.

Respectfully,

Michael Kimmerling
Fire Chief

RESOLUTION NO. 23-xxx

**A RESOLUTION APPROPRIATING FUNDS
TO THE ORANGE BEACH BOARD OF EDUCATION
TO SUPPORT CITY SCHOOL SYSTEM OPERATIONS
IN AN AMOUNT NOT TO EXCEED \$3,229,400**

FINDINGS:

1. Orange Beach Board of Education (OBBOE) is seeking funding for continuing costs related to the new school system.
2. Orange Beach City Council has determined that funding the continuing operational cost as requested serves a public purpose that is in the best interest of the City of Orange Beach, Alabama.

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

1. That the Council appropriates a sum not to exceed Two Million and Fourteen Thousand Eight Hundred and Eight Dollars (\$2,014,808.00) to the Orange Beach Board of Education for the purpose of funding daily operations of the city school system; and One Million Two Hundred Fourteen Thousand Five Hundred Ninety-Two Dollars (\$1,214,592.00) for capital expenditures relating to buildings and transportation.
2. That this Resolution shall become effective immediately upon adoption.

ADOPTED THIS 20th 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. xx-xxx, which was duly and legally adopted at a regular meeting of the City Council on June 20, 2023.

City Clerk

City Budgeted Items January to December 2023

1,700,000	School Budget Shortfall
1,000,000	Teacher/Coach Incentives
4,000,000	1% Lodging Tax
6,700,000	Total Operating
1,250,000	Central Office
6,200,000	Arch/Dirt/Geo Stadium
2,000,000	New Gym
9,450,000	Total Capital before Bond
(4,000,000)	From \$50 Million Bond
5,450,000	Out of Pocket from City
6,700,000	Total Operating
5,450,000	Out of Pocket from City
12,150,000	Total

School Ask	Description	Source	Note
708,333	Quarterly Budget Shortfall	OB GF	January-May request
204,088	1st half of year teacher/coach incentives	OB GF - Payroll	\$137k - Principal/Football & Softball Coach; \$67k Athletics supplements and incentives
1,102,387	Jan-May Lodging 2023	OB GF	From Ford
497,485	Capital - Cameras/ Access Control	OB GF - Capital	OBES/ OBES Modular/ OBMHS
717,107	Capital - Buses	OB GF - Capital	6- School Buses
3,229,400			

RESOLUTION NO. 23-xxx

**A RESOLUTION APPROPRIATING FUNDS TO THE
MIRACLE LEAGUE OF COASTAL ALABAMA
IN THE AMOUNT OF \$57,150 TO MATCH DONATIONS
FOR THE PURPOSE OF BUILDING A REGIONAL COMPLEX IN SUMMERDALE**

FINDINGS:

1. The Miracle League of Coastal Alabama has requested financial assistance to build a Miracle League complex for the purpose of enhancing the lives of local children and adults facing serious physical and mental disabilities.
2. On October 5, 2021, Orange Beach City Council adopted Resolution No. 21-215 appropriating funds to the Miracle League of Coastal Alabama in the amount of \$20,000 and up to \$100,000 in funds to match donations by other Baldwin County governmental agencies for the purpose of building a regional complex in Summerdale.
3. The Miracle League has received a total of \$57,150 in donations from other Baldwin County governmental agencies broken down as follows: Loxley, \$500; Magnolia Springs, \$650; Elberta, \$1,000; Summerdale, \$5,000; Robertsedale, \$5,000; Gulf Shores, \$20,000; Foley, \$25,000.
4. City Council has determined that appropriating matching funds for the purpose of building a regional Miracle League complex is in the best interest of the City of Orange Beach, Alabama.

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

1. That Council appropriates the sum of Fifty-Seven One Hundred Fifty Dollars (\$57,150.00) to the Miracle League of Coastal Alabama to match donations by other Baldwin County governmental agencies for the specific purpose of constructing a Miracle League complex in Summerdale, Alabama; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 20th 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 20, 2023.

City Clerk

RESOLUTION NO. 23-xxx

**A RESOLUTION AMENDING THE FISCAL YEAR 2023 BUDGET
TO INCREASE THE ADMINISTRATION BUDGET FOR CITY HALL RENOVATION**

FINDINGS:

1. The FY2023 Budget for the Administration Department included budgeted funds for the renovation of City Hall.
2. The City Hall renovation project has grown in size and scope.
3. Orange Beach City Council has determined that increasing the budgeted funds for the purpose of renovating City Hall is in the best interest of the City of Orange Beach, Alabama.

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

1. That the budget for the City of Orange Beach for Fiscal Year 2023 be amended as follows:

001-001-616 / Admin Building Repairs & Maintenance / ~~\$169,000~~ \$319,000

2. That this Resolution shall become effective immediately upon adoption.

ADOPTED THIS 20th 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. xx-xxx, which was duly and legally adopted at a regular meeting of the City Council on June 20, 2023.

City Clerk



Memo

To: Mayor, City Council, City Administrator/Finance Director
From: Renee Eberly, City Clerk/Procurement Officer
Date: 6/1/2023
Re: Budget Amendment Request

Request:

Increase \$169,000 budget for 001-001-616 (Admin Buildings Repair & Maintenance) by \$150,000 to a total of \$319,000.

Background:

The Admin Building Repairs & Maintenance expense line covers City Hall, Post Office, Medical Arts, and the Temporary School Central Office. \$150k of the total original \$169k budget is attributed to the City Hall Renovation project. Originally, the City Hall Renovation project included exterior cleaning of City Hall and renovation of the South Wing, which included the new archive room with \$66k of high density shelving. The City Hall Renovation project has been expanded to include full renovation of the lobby, council chambers, and offices including reconfiguration of the former City Administrator office and previous South Conference room. We have also acquired the new mini warehouse storage buildings so costs to convert one building to the temporary school weight room and another building to city storage are also being coded to this Admin expense line.

Thank you,

Renee Eberly
City Clerk/Procurement Officer

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
JAMES DUNCAN AND ASSOCIATES, INC.
(DBA DUNCAN ASSOCIATES)
FOR IMPACT FEE CONSULTING SERVICES
IN AN AMOUNT NOT TO EXCEED \$87,250**

FINDINGS:

1. The City's Community Development Department has submitted a professional services agreement (attached Exhibit A) for Council approval.
2. The proposed agreement requires James Duncan and Associates, Inc., doing business as Duncan Associates, to provide impact fee consulting services.
3. 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.

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 James Duncan and Associates, Inc., doing business as Duncan Associates, as an act for and 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 \$87,250.00 to James Duncan and Associates, Inc., to complete the scope of work as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 20th 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 20, 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 James Duncan and Associates, Inc., doing business as Duncan Associates, an S corporation chartered in Texas (hereinafter "Consultant"), as follows:

WHEREAS, Consultant is engaged in the business of providing impact fee consulting services;

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

NOW THEREFORE,

WITNESSETH:

City and Consultant, 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

Consultant agrees to perform consulting services to assist City in implementing a court-ordered settlement agreement related to City's impact fees, as set forth in Attachment A.

II. COMPENSATION

Fees for work completed will be invoiced to the City on a monthly basis pursuant to Attachment B.

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. Consultant 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 Consultant and shall not be liable for any debts or obligations incurred by Consultant, nor shall City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of Consultant, or in the sums earned or derived by Consultant, nor shall Consultant 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. Consultant shall act as a representative of the City, under the direct supervision of the City. Consultant shall have no authority to obligate the City in any way whatsoever. In the performance of his duties, the Consultant shall be deemed an independent consultant.

- D. Consultant 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, Consultant shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or denied solely at City's discretion.
- E. Consultant 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. Consultant agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Consultant, City may, at its option, terminate and cancel this Agreement.
- G. Consultant 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 Consultant 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. Consultant 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 Consultant be terminated pursuant to the terms of this subpart, then this Agreement shall terminate on the last day of Consultant's current month of employment and City shall not be liable for any compensation beyond that date.
- I. Consultant 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 consultant in performance of this Agreement and/or the activities of the Consultant, 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 Consultant's activities under this Agreement, Consultant 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 Consultant 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 Consultant at:

Clancy Mullen, President
Duncan Associates
17409 Rush Pea Circle
Austin, Texas 78738

- 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. Consultant 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 Consultant 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 Texas law

General Liability Insurance – public liability including premises, products, complete operations and automobile comprehensive and liability, 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 \$1,000,000 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 Consultant 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 Consultant'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

Consultant (including its employees, agents, subconsultants) 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 Consultant's tenure with the City, Consultant agrees to use Protected Information only and strictly as required to perform its services on behalf of the City. Consultant 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. Consultant 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. Consultant 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 Consultant's possession will be turned over to the City. Consultant 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

CONSULTANT:

Duncan Associates

By: _____
Clancy Mullen

Its: President

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 TEXAS
COUNTY OF TRAVIS

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Clancy Mullen, whose name as President of Duncan Associates, a Texas corporation, 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 Texas
My Commission Expires: _____

Attachment A: Scope of Services

Project Understanding and Approach

The purpose of this project is to assist the City in complying with the June 2022 order from the state circuit court relating to changes to the impact fee study and ordinance. That order includes the following description of the settlement:

The City of Orange Beach will diligently and promptly work with Class Counsel to rework the City's impact fee ordinance to include project-specific factors in order to accord with the Fifth and Fourteenth Amendments to the United States Constitution, and to reform the City's accounting and expenditure of impact fee revenues to be explicitly project-related and in accord with the Enabling Act. This revised impact fee ordinance will be submitted to the Court for final approval pursuant to the terms of this settlement. In order to assist this effort, the City will hire an urban planner to be approved by Class Counsel to assist in the development of these changes, which will also include the review of a proposed education impact fee to be applied prospectively.

As part of the settlement, the City is undertaking a review and, if appropriate, modification of its impact fee ordinance to ensure compliance with relevant legal standards, including accounting and expenditure provisions and associated administrative procedures, as well as project-specific factors.

The City also desires to have the impact fee study updated for parks and recreation, fire, and police facilities, and to calculate potential school impact fees. The study will incorporate current data and ensure compliance with relevant legal standards. The transportation and library fees will not be updated, as it is the City's intent to cease collection of these fees upon the effective date of the updated fees.

There had been some discussion of dividing the city into zones for potentially calculating fees separately by zone or for earmarking funds collected in a zone to be spent in the same zone. This was in the context of the transportation impact fees, which the City now intends to cease collecting. None of the other facilities being updated or calculated lends itself to a zonal approach. The City does not have any neighborhood parks, but rather regional facilities (e.g., trail, sportsplex) that draw users from across the city. Fire/EMS stations respond to incidents throughout the city as needed, and the police department operates out of central facilities. Public schools currently consist of only one elementary, middle, and high school, all of which serve the entire city. Given the City's relatively small size and the system-wide nature of the facilities in question, zones do not appear to be appropriate or necessary. New development throughout the city will benefit in equal measure from improvements to these facility systems. Calculating fees by zone is not included in the scope of services.

In sum, the consultant will have two basic tasks:

- (1) prepare an updated impact fee study as described above, and
- (2) assist with impact fee ordinance modifications and/or administrative procedures to ensure compliance with relevant legal standards.

Task 1: Project Organization/Data Collection

This task will involve project organization and initial data collection for the impact fee study and ordinance review. Upon notice to proceed, the consultant will provide an initial data needs list and work with the City's project manager to schedule one or two meetings with key members of City staff. The meetings(s) will be attended by the consultant remotely via teleconference or videoconference. During the organizational meeting(s), the consultant will solicit data needed to complete the study and discuss legal and policy issues to be addressed. The City should provide the consultant, without charge, copies of all relevant plans, studies and other local data needed to perform the scope of work. Legal considerations, potential ordinance amendments, and administrative issues will also be discussed. To conclude the task, the consultant will prepare a memorandum summarizing the organizational framework for the project and listing any additional data needs identified during the meeting.

Deliverables: *Data Needs List*
 Project Organization Meetings (up to two)
 Project Organization Memorandum

Task 2: Staff Review Draft

This task entails working with staff to acquire required local data and preparing an initial draft of the impact fee study for City staff review. The study will calculate maximum supportable fees for parks, fire, police, and public school facilities. It will be based on review of levels of service, land use trends and policies, master plans, planned capital improvements, growth projections, financial data, and other relevant information. It will include all the elements mandated by impact fee case law, including compliance with the dual rational nexus test. These elements will include an inventory of existing facilities; the cost of improvements required to remedy any existing service deficiencies; the proportionate share of the cost of improvements required to accommodate increased service demands; and appropriate revenue credits to ensure that new development is not charged more than its proportionate share of the cost of new facilities. It will include tables that identify the demand associated with different land use types. The study will culminate with a net cost schedule by land use for each fee type, which represents the maximum impact fees that could be charged based on the data, methodology, and analysis used in the study.

Deliverable: *Staff Review Draft*

Task 3: Public Review Draft

Following receipt of comments on the staff review draft, the consultant will make appropriate modifications as necessary to the impact fee study and provide a draft for public review.

Deliverables: *Public Review Draft*

Task 4: Ordinance Revisions

Consultant will have discussions as appropriate with the City staff and/or legal counsel to gain a thorough understanding of the legal issues referenced in the settlement agreement as "project-specific factors" related to the Fifth and Fourteen Amendments, and the need to reform the

ordinance to be “explicitly project-related” and in accord with the requirements of the Baldwin County enabling act. Consultant will confer with City staff on the types of changes to the ordinance and/or administrative procedures needed to respond to these legal issues, and will prepare draft ordinance amendments and/or administrative guidelines to effect those objectives.

Deliverables: Draft ordinance amendments and/or administrative guidelines

Task 5: Meetings

The consultant will attend meetings in Orange Beach to discuss the project and present the findings of the study as requested by the City. It is anticipated in-person attendance at a minimum of two meetings will be required. Consultant could also participate remotely in some public meetings. For the purposes of the fixed-fee proposal, in-person attendance at three meetings (or two in-person and two remote) is assumed. This task does not include remote participation in meetings with staff, which are included in the fixed-fee budgets for other tasks and will not be billed separately.

Deliverable: Consultant Participation in Public and In-Person Meetings

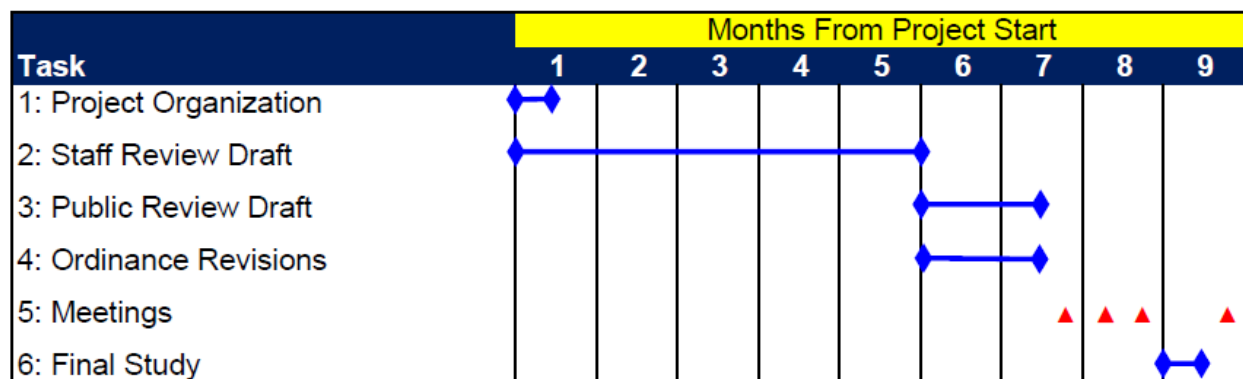
Task 6: Final Study

Following comments and guidance received during the review process, the public review draft will be revised as necessary. At the conclusion of the project, consultant will provide the City with the Excel spreadsheet used for the fee calculations.

*Deliverables: Final Study (in Word and pdf formats)
Calculation Spreadsheet (in Excel format)*

Project Schedule

A realistic schedule for this is it will take at least nine months from project initiation to adoption. Assuming all the data collection can be completed within the first two months, the consultant should be able to complete the staff review draft within five months from the organizational meeting. The remainder of the schedule will be largely dependent on the City to review drafts, provide comments and schedule meetings. Additional time may be required to obtain court approval of the settlement.



Attachment B: Compensation Schedule

The fixed-fee costs for each task described in the scope of service total a not-to-exceed amount of \$87,250, as shown in the following budget. The budget for Task 5 assumes in-person attendance at three meetings, but the City will be billed for meetings actually attended at fixed rates per meeting of \$4,000 for in-person or \$1,750 for remote participation. The City will be billed monthly, based on the percentage completion of individual tasks.

Task	Budget
1: Project Organization	\$3,500
2: Staff Review Draft	\$52,500
3: Public Review Draft	\$4,200
4: Ordinance Revisions	\$12,250
5: Meetings*	\$12,000
6: Final Study	\$2,800
Total Fixed Fee	\$87,250

* assumes 3 in-person meetings

Additional public meeting attendance will be billed at a flat rate of \$4,000 per meeting for in-person attendance or \$1,750 per meeting for remote attendance. Other additional services would be provided on a time-and-expense basis or for a fixed-fee, as may be negotiated with the City. Duncan Associates' standard billing rate is \$175 per hour.

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
MEDICAL COT FOR THE SPORTSPLEX
THROUGH THE SAVVIK BUYING GROUP
IN THE AMOUNT OF \$15,306.06**

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 a Medical Cot for the Sportsplex through the SAVVIK Buying Group, approved by the State of Alabama and the Public Examiners Office, in the amount of \$15,306.06;
2. That the Mayor is hereby authorized to approve payment to Stryker Medical in the amount of \$15,306.06 for a 2023 Stryker Performance-PRO XT Ambulance Cot per Quote No. 10698557 dated May 4, 2023;
3. That the material 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 upon its adoption.

ADOPTED THIS 20th 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 20, 2023.

City Clerk



Performance Pro 2023

Quote Number: 10698557

Version: 1

Prepared For: ORANGE BEACH FIRE AND RESCUE

Attn:

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Jeff Wages

Email: jeff.wages@stryker.com

Phone Number: (901) 491-1349

Quote Date: 05/04/2023

Expiration Date: 08/02/2023

Delivery Address

Name: ORANGE BEACH FIRE AND
RESCUE

Account #: 1328242

Address: 25853 JOHN SNOOK DR

ORANGE BEACH

Alabama 36561

End User - Shipping - Billing

Name: ORANGE BEACH FIRE AND
RESCUE

Account #: 1328242

Address: 25853 JOHN SNOOK DR

ORANGE BEACH

Alabama 36561

Bill To Account

Name: CITY OF ORANGE BEACH

Account #: 1330326

Address: PO BOX 458

ORANGE BEACH

Alabama 36561-0458

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	6086000000	Performance-PRO	1	\$15,306.05	\$15,306.05
1.1	6085033000	PR Cot Retaining Post			
1.2	7777881660	1 year parts, labor & travel			
1.3	6086026000	Performance Pro Std Components			
1.4	0054030000	WRAPPED DOMESTIC PACKAGING			
1.5	6086600000	Domestic Manual			
1.6	6085032000	Knee-Gatch/Trendelenburg			
1.7	6092036018	J Hook			
1.8	6086055000	Power-Load Compatible			
1.9	6500003130	KNEE GATCH BOLSTER MATRSS, XPS			
1.10	6086032000	XPS OPTION			
1.11	6086029000	LT Handel Release - Standard			
1.12	6085046000	Retractable Head Section O2			
1.13	0054200994	NO RUNNER			
1.14	6500001430	X-RESTRAINT PACKAGE			
1.15	7777881673	3 YR X-FRAME WARRANTY			
1.16	6500147000	Equipment Hook			
1.17	6500310000	2 Stage IV Pole PR Option			



Performance Pro 2023

Quote Number: 10698557

Version: 1

Prepared For: ORANGE BEACH FIRE AND RESCUE

Attn:

Quote Date: 05/04/2023

Expiration Date: 08/02/2023

Remit to: Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Jeff Wages

Email: jeff.wages@stryker.com

Phone Number: (901) 491-1349

#	Product	Description	Qty	Sell Price	Total
1.18	6085035000	Head End Storage Flat			

Equipment Total:

\$15,306.06

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$191.33
Grand Total:	\$15,306.06

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
TASK ORDER WITH SAWGRASS CONSULTING, LLC
TO PROVIDE SURVEYING AND CIVIL DESIGN SERVICES FOR THE
CONVERSION OF THE SOCCER AND FOOTBALL FIELD TO ARTIFICIAL TURF
AT THE SPORTSPLEX
IN AN AMOUNT NOT TO EXCEED \$92,700**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 22-254, adopted December 13, 2022, approved a contract with Sawgrass Consulting, LLC, to perform certain professional engineering and construction management 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 the Task Order attached as Exhibit A for Council approval.
4. The proposed Task Order requires Sawgrass Consulting, LLC, to provide surveying, civil design, construction engineering, and inspection services to convert the soccer and football field at the Sportsplex to artificial turf.
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 Sawgrass Consulting, 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 \$92,700.00 to Sawgrass Consulting, LLC to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 20th 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 20, 2023.

City Clerk



30673 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527
202 Government Street, Suite 225, Mobile, AL 36602
P: 251-544-7900
sawgrassllc.com

May 15th, 2023

Glenn Smith
Construction & Facilities Manager
City of Orange Beach
P. O. Box 2432
Orange Beach, AL 36561

RE: City of Orange Beach High School Football and Soccer Field

Dear Glenn:

Sawgrass Consulting, LLC (Sawgrass) is honored to provide you with our proposal to provide Land Surveying and Civil Engineering Design Services for the conversion of the Orange Beach High School Soccer and Football Field to a turf playing surface. Our scope of service fees are as follows:

- **Land Surveying – Update As-Built Survey** **HOURLY NTE \$3,000.00**

Includes locating all existing improvements within the existing High School Soccer/Football Field but not limited to:

Location existing stormwater infrastructure
spot grades of field within fencing at 10' intervals

- **Civil Engineering Design** **LUMP SUM \$39,200.00**

Includes plan set in conjunction with the turf manufacturer and supplier specifications as provided by others. Plan Set includes, but is not limited to:

Site Grading and Drainage Plan
Geometry Plan
Utility Plan (if applicable)
Erosion Control Plan
Construction Details
Demolition Plan

PLEASE NOTE – The supplier and manufacturer of the turf surface will provide instructions and specifications for subgrade, drainage, and installation of their specific product. These items will be included in the plan set as provided by said manufacturer/supplier. Sawgrass' design will be provided in accordance with said instruction and specifications.

- **Construction Engineering and Inspection (CE&I) HOURLY Estimated Not To Exceed \$37,500.00**

Construction Engineering and Inspection will be provided on an HOURLY basis based upon a construction timeline of 3-months (90 working days). CE&I will consist of site visits by a Sawgrass Construction Representative on a schedule consistent with the progress of the construction schedule. The fee provided is based upon an estimate of 16 hours per week for a Construction Representative and 4 hours per week for a Project Manager or Civil Engineer. Estimated time includes bidding assistance, mandatory pre-bid meeting and bid letting. Should construction exceed beyond the estimated working days CE&I services will continue based upon the described services at the same hourly rate.

- **Geotechnical Soil Borings and Construction Testing FEE TBD**

Geotechnical services can be provided as needed. Coordination with the turf manufacturer/supplier is needed to define a specific scope of services for initial soils reports and construction testing. Geotechnical fees are not included in this proposal.

- **Final As-Built Survey LUMP SUM \$ 5,000.00**

Includes all improvements within 50 feet of field and spot grades in field at 10' intervals upon completion of construction. Final As-built will include those unaltered improvements from pre-construction as-built survey.

- **Meetings, Comments and Revisions HOURLY Estimated Not to Exceed \$8,000.00**

Meetings, comments, and revisions consist of all meetings with the City of Orange Beach Staff, contractors, and suppliers before and during construction. In addition, this task includes all plan comments and revisions requested from the Client, Suppliers, etc. Services will be provided HOURLY against the estimated not to exceed amount. Should it appear the estimated not to exceed amount will be reached, no additional services will be provided until such time as a new estimated not to exceed amount has been negotiated and accepted by the Client.

Prior to commencing any design services, it is recommended that all parties meet to discuss the project scope, budgets, timelines, and deliverables. It is Sawgrass' understanding that an initial budget has been established as well as an estimated delivery date of the finished fields. Field design could be affected by budgeting constraints, timing, and product availability. Providing all parties with the same information and expectations will be key to total project success.

All hourly rates will be based upon those hourly rates provided in the current Master Professional Services Agreement between the City of Orange Beach and Sawgrass. If you have any questions, please do not hesitate to contact me at 251.802.2321. Thanks again for the opportunity.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tim Lawley", with a stylized flourish at the end.

Tim Lawley, PE
Project Manager

Tony Kennon
Mayor, City of Orange Beach



2023 HOURLY RATES

SENIOR PROJECT MANAGER	\$195.00 HOUR
PROFESSIONAL LAND SURVEYOR	\$180.00 HOUR
PROFESSIONAL ENGINEER	\$180.00 HOUR
STAFF ENGINEER	\$110 .00 HOUR
SENIOR CONSTRUCTION REPRESENTATIVE	\$100.00 HOUR
SURVEY MANAGER	\$110.00 HOUR
ONE MAN SURVEY CREW	\$120.00 HOUR
TWO MAN SURVEY CREW	\$150.00 HOUR
THREE MAN SURVEY CREW	\$175.00 HOUR
CADD DESIGNER	\$110.00 HOUR
CADD TECHNICIAN	\$ 95.00 HOUR
ADMINISTRATIVE	\$65.00 HOUR

Client Rep Initials

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
LEASE AGREEMENT WITH THE
ORANGE BEACH CITY BOARD OF EDUCATION
FOR A NEW CENTRAL OFFICE**

FINDINGS:

1. The City of Orange Beach and the Orange Beach City Board of Education desire to enter into a lease agreement (attached Exhibit A) where the City will construct an office building on the parcel indicated in the agreement and will lease said building to the Orange Beach City Board of Education pursuant to the terms of the lease agreement.
2. After having reviewed said agreements, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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 the Orange Beach City Board of Education 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 20th 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 20, 2023.

City Clerk

LEASE AGREEMENT

(New Administration Building)

THIS LEASE AGREEMENT (this “Lease”) is made effective as of the ____ day of June, 2023 (the “Effective Date”), by and between the **CITY OF ORANGE BEACH**, an Alabama municipal corporation (the “Landlord”), and **ORANGE BEACH CITY BOARD OF EDUCATION**, a city school system established by the City of Orange Beach, Alabama, pursuant to *Code of Alabama §16-11-1 et seq.*, (1975), as amended (the “Tenant”).

WHEREAS, Landlord owns that certain parcel of real estate more particularly described on Exhibit A attached hereto and made a part hereof (the “Landlord Parcel”); and

WHEREAS, Landlord has agreed to construct an approximately 6,523 square foot office building (the “Building”) located on the Landlord Parcel, in the area and footprint depicted on Exhibit B attached hereto and made a part hereof (the “Building Parcel”, and together with the Building, collectively, the “Premises”); and

WHEREAS, Landlord desires to lease the Premises to the Tenant pursuant to the terms of this Lease, and the Tenant desires to lease the Premises from the Landlord pursuant to the terms and conditions of this Lease.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the following covenants and conditions, Landlord and Tenant respectively covenant and agree as follows:

1. AGREEMENT. Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, according to the terms and conditions of this Lease. Tenant, its employees, agents, contractors and invitees shall have the non-exclusive rights to the use of the parking lots, drive aisles, driveways, sidewalks, walkways and other similar facilities that may be located on the Landlord Parcel from time to time, that are reasonably necessary for the access and use of the Premises. Landlord shall have the right at any time, without notice to Tenant, to control, change or otherwise alter the configuration of such exterior facilities in such manner as it deems necessary or proper.

1.1 CONSTRUCTION OF THE BUILDING. Subject to events of force majeure, Landlord agrees to use commercially reasonable efforts to cause the Building to be constructed in a manner reasonably consistent with the plans and specifications attached hereto as Exhibit C and made a part hereof (the “Plans”), within ____ months from the Effective Date (the “Estimated Completion Date”). Landlord shall have the right to modify the Plans through change orders from time to time in its reasonable discretion; provided, however any “major change” will require the prior written approval of Tenant, not to be unreasonably withheld, conditioned or delayed. A “major change” to the Plans means a change which would reduce the square footage of the Building by more than 20% or would otherwise significantly alter the overall layout or concept of the Building. For the avoidance of doubt, modifying the building materials, finishes, colors or the exterior appearance of the Building is not a major change. In the event that the Commencement Date has not occurred within nine (9) months of the Estimated Completion Date, and the delay in construction is not due to force majeure, then Tenant shall have the right to terminate this Lease as its sole and exclusive remedy (unless the Commencement Date has occurred prior to such termination).

2. **TERM.** The term of this Lease shall commence as of the later to occur of the date on which the project architect has issued a certificate of substantial completion of the Building or the date on which the certificate of occupancy for the Building has been issued by the City of Orange Beach (, such date, the “Commencement Date”), and shall continue for a period of ten (10) years. Tenant shall not be entitled to the possession of the Premises until the Commencement Date.

3. **RENT.** There is no rent payable under this Lease.

4. **UTILITIES.** Tenant will pay the appropriate suppliers for all utility services that Tenant uses on the Premises during the Term, whether or not the services are billed directly to Tenant, including, if and to the extent used by Tenant, water, gas, electricity, light, heat, telephone, power, sewer, storm water fees, sewer impact fees, garbage collection and disposal, dumpster fees, cable, satellite, internet and security. Tenant will also procure, or cause to be procured, without cost to Landlord, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance upon the Premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any of the utilities to and upon the Premises that are to be used by Tenant. Tenant shall be responsible for making all deposits that may be necessary to obtain any of the utilities that it may desire with respect to the Premises. Landlord, upon request of Tenant, and at the sole expense and liability of Tenant, will join with Tenant in any application required for obtaining or continuing any of the services. No interruption or malfunction of any utility services shall constitute an eviction or disturbance of Tenant's use and possession of the Premises or a breach by Landlord of any of its obligations hereunder or render Landlord liable for any damages or entitle Tenant to be relieved from any of its obligations hereunder, unless such interruption or malfunction is primarily caused by Landlord, its employees, agents or contractors.

5. **INSURANCE.** Tenant will, at its sole expense, obtain and keep in force during the term of this Lease commercial general liability insurance with an occurrence limit of not less than One Million Dollars (\$1,000,000.00) for injury, death or property damage, insuring against any and all liability of Tenant with respect to the Premises or arising out of the maintenance, use, or occupancy of the Premises. Such policy shall name Landlord as an additional insured and shall contain a customary provision affording Landlord notice in writing in advance of any cancellation or lapse of coverage. Evidence of such coverage shall be provided to Landlord upon request from time to time.

6. **USE OF THE PREMISES.** During the term of this Lease, the Premises will be used only for school office and administrative purposes.

7. **ENVIRONMENTAL LAWS.** Tenant shall operate and maintain the Premises in compliance with all applicable environmental laws, regulations and ordinances, and Tenant will not release, generate, manufacture, store, treat, transport, or dispose of any “hazardous material” (as that term is defined in applicable environmental laws), on, in, under, or from the Premises, in violation of any applicable environmental laws, regulations or ordinances.

8. **ASSIGNMENT AND SUBLEASES.** Tenant shall not assign this Lease or sublet any part of the Premises, without the prior written consent of Landlord, which may be withheld in Landlord’s sole and absolute discretion.

9. **REPAIRS AND MAINTENANCE.** Landlord shall be responsible for the repair, replacement and maintenance of the Premises, provided such repairs, replacement or maintenance are not occasioned

by Tenant, Tenant's invitees or anyone in the employ or control of Tenant, in which case, Tenant shall be responsible for such items.

10. ALTERATIONS. Tenant will not make any alterations, additions, or improvements or series of related improvements to the Premises or any expenditures for same without Landlord's prior written consent, which may be withheld in Landlord's sole and absolute discretion.

11. END OF TERM. At the end of the Term of this Lease, Tenant will surrender the Premises in good order and condition, ordinary wear and tear, casualty and condemnation excepted; and, Tenant may remove from the Premises any trade fixtures, equipment and movable furniture owned by Tenant. After Tenant has removed its trade fixtures and equipment, Tenant will fully repair any damage occasioned by the removal thereof.

12. DAMAGE AND DESTRUCTION.

12.1 General. If the Premises or any portion thereof shall be damaged by fire, the elements, accident or other casualty (a "Casualty"), Tenant shall promptly notify Landlord of the same in writing.

12.2 Major Casualty. If the damage resulting from a Casualty cannot reasonably be anticipated to be repaired within nine (9) months or would cost in excess of \$250,000 to repair (in either case, a "Major Casualty"), then Landlord shall have the right to terminate this Lease. To exercise such right of termination, Landlord shall give Tenant notice thereof within forty-five (45) days of the date that Landlord was notified of the Major Casualty, and the Lease shall terminate as of the date of such notice. Any insurance proceeds payable by reason of the Major Casualty shall be payable to Landlord.

12.3 Restoration. In the event of a Casualty which is not a Major Casualty, or in the event of a Major Casualty whereby Landlord does not exercise its right of termination, then Landlord shall commence and proceed with reasonable diligence to restore the Building to substantially the same condition in which it was immediately prior to the happening of the Casualty, except that Landlord shall not be required to spend an amount in excess of the insurance proceeds actually received by Landlord as a result of the Casualty. Any excess insurance proceeds shall belong to Landlord. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof. In the event any Casualty is caused by the negligence or willful misconduct of Tenant, Tenant shall be liable to Landlord for the cost of the repair and restoration of the Building caused thereby to the extent such cost and expense is not covered by insurance proceeds under policies provided by either Landlord or Tenant hereunder.

13. CONDEMNATION. If, by exercise of the right of eminent domain or by conveyance made in response to the threat of the exercise of such right (in either case a "Taking"), all or any material portion of the Premises is taken, or if so much of the Premises is taken that the Premises cannot be used by Tenant for the purposes for which it was used immediately before the Taking, this Lease will end on the earlier of the vesting of title to the Premises in the condemning authority or the taking of possession of the Premises by the condemning authority (the "Condemnation Ending Date"). If, after a Taking, so much of the Premises remains that the Premises can be used for substantially the same purposes for which it was used immediately before the partial Taking, then this Lease will end as to that portion of the Premises so taken as of the Condemnation Ending Date. Tenant shall have no right or claim to any part of any award made to or received by Landlord for such Taking, and all awards for such Taking shall be made solely to

Landlord. Tenant shall, however, have the right to pursue any separate award that does not reduce the award to which Landlord is entitled.

14. LANDLORD'S ACCESS. Landlord, its agents, employees, lender and contractors may enter the Premises at any time in response to an emergency, and at reasonable hours to (a) inspect the Premises, (b) exhibit the Premises to prospective purchasers, lenders, investors or tenants and to existing lenders and investors, (c) determine whether Tenant is complying with its obligations in this Lease, or (d) make repairs or perform such maintenance which this Lease allows Landlord to make in accordance with the terms of this Lease.

15. SIGNS. Tenant shall provide a name for the Building which name shall have been consented to in writing by Landlord, such consent not to be unreasonably withheld, conditioned or delayed. No signs may be constructed, erected, installed or modified on the exterior of the Building without in each instance the written consent and approval of Landlord, which written consent and approval may be granted or denied on the basis of Landlord's reasonable determination as to whether or not such sign is consistent in design, size, color and content with other signs of a similar nature as that of the Building.

16. INDEMNIFICATION. Tenant shall indemnify and defend Landlord, its agents, employees, officers, officials, successors and assigns and hold them harmless from any responsibility, loss, demands, claims, costs, liability, damages or expenses of any kind whatsoever (including incidental and consequential damages and including third-party claims), and all reasonable costs and expenses (including counsel fees and costs) relating thereto, whenever asserted or arising, which are imposed upon or incurred by any of them in connection with, resulting from or related to (a) a breach of any representation, warranty, covenant or agreement of Tenant contained in or made pursuant to this Lease, or (b) any injury or damage to the person, property or business of Tenant, any person claiming under Tenant, or any of the employees or invitees of Tenant, or any other person entering upon the Premises.

17. WAIVER AND RELEASE. Landlord shall not be liable for any damage to, injury to, loss of or death of any persons or property in or on the Premises or related to Tenant's operations of the Premises or its business, or for damage or loss suffered by or caused by the business of Tenant, from any cause whatsoever, including any damage (including consequential or special damages), loss, injury or death resulting from or related to fire, steam, smoke, electricity, gas, water, rain, ice, snow, the breakage, leakage, obstruction or other defects of the pipes, wires, appliances, plumbing, air-conditioning sprinkler or lighting fixtures in or on the Premises, from theft, act of God; public enemy, injunction, riot, strike, insurrection, war, court order, requisition, order of governmental body or authority, explosion, falling objects, problems with any roof, subsurface matters, dampness, defects of the building, including structural and lateral supports and its roof, the construction, repair, or alteration of the Premises or from any acts or omissions of any visitor of the Premises, whether the said damage, loss, death or injury results from conditions arising upon the Premises, or from other sources. In furtherance thereof, Landlord shall not be liable in any manner to Tenant, its employees or invitees for any injury or damage to Tenant, Tenant's employees or invitees or their property, caused by the criminal or intentional misconduct, or by any act or neglect of third parties or of Tenant or Tenant's employees or invitees. Tenant waives and releases all claims against Landlord, its agents, employees, officers, officials, successors and assigns.

18. COVENANT OF QUIET ENJOYMENT. So long as no Event of Default has occurred and is continuing, and Tenant performs all of its obligations in this Lease, Tenant's possession of the Premises will not be disturbed by Landlord or any person claiming by or through Landlord.

19. LIMITATION ON TENANT'S RECOURSE. Tenant's sole recourse against Landlord, and any successor to the interest of Landlord in the Premises, is to the interest of Landlord, and any successor, in the Premises. Tenant will not have any right to satisfy any judgment which it may have against Landlord, or any successor, from any other assets of Landlord, or any successor.

20. NO WARRANTIES/PROPERTY TAKEN AS IS. The Premises is being leased in an "AS IS" condition and "WITH ALL FAULTS." No representations or warranties have been made or are made and no responsibility has been or is assumed by Landlord as to the condition of the Premises or any other fact or condition which has or might affect the Premises or the condition, repair, value expense of operation or income potential of the Premises.

21. EVENTS OF DEFAULT. The following occurrences are each an "Event of Default" on the part of Tenant: (i) Tenant breaches any covenant, agreement, term or condition that this Lease requires Tenant to perform, and the breach continues for a period of thirty (30) days after written notice by Landlord to Tenant, (ii) any insurance policy which is required to be maintained by Tenant under Section 5 hereof lapses, is canceled or is terminated and a replacement policy meeting the requirements of Section 5 hereof is not in force and effect, or (iii) Tenant ceases to use the Premises for the purposes described in Section 6 hereof or otherwise vacates or abandons the Premises.

22. REMEDIES. Upon the occurrence of an Event of Default, then in addition to all other rights and remedies available under this Lease or pursuant to applicable law, Landlord shall have the following remedies:

(a) Landlord may terminate this Lease, in which event, Tenant shall immediately surrender possession of the Premises to Landlord;

(b) Landlord may sue for and collect any charges or amounts owed by Tenant hereunder; and/or

(c) Landlord may re-enter and re-let said Premises, from time to time, as agent of the Tenant, and such re-entry and re-letting or both, shall not discharge the Tenant from any liability or obligation hereunder, except that rents (i.e., gross rents less the expense of collecting and handling, and less commissions and less any rental concessions) collected as a result of such re-letting shall be credited to any liability of Tenant hereunder up to the amount due under the terms of this Lease and the balance, if any, credited to the Landlord.

In the event Tenant fails to surrender the Premises after a termination hereof, Landlord may pursue all applicable legal and equitable remedies available under applicable law to dispossess Tenant. No remedy herein or otherwise conferred upon or reserved to a party hereunder shall be considered to exclude or suspend any other remedy herein, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, and every power and remedy available to a party may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

23. MISCELLANEOUS

(a) No Waiver. No waiver of any condition or agreement in this Lease by either Landlord or Tenant will imply or constitute a further waiver by such party of the same or any other condition or agreement.

(b) Notices. Any notice which is required or permitted to be given by either party under this Lease shall be in writing and must be given only by certified mail, return receipt requested, by hand delivery or by nationally recognized overnight courier service at the addresses set forth below. Any such notice shall be deemed given (a) when delivered personally, (b) three (3) days after being mailed by certified mail, return receipt requested, or (c) one day after being sent by overnight courier. Either party may change its notice address by notice to the other party in accordance with the terms of this Section.

The following are the initial notice addresses for each party:

Landlord: 4099 Orange Beach Boulevard, Orange Beach, Alabama 36561, Attn: Mayor;

Tenant: (i) prior to the Commencement Date: 4544 Orange Beach Boulevard, Orange Beach, Alabama 36561, Attn: Superintendent, and (ii) subsequent to the Commencement Date, at the Premises, Attn: Superintendent.

(c) Attorneys' Fees. In the event that either party files suit in any court against the other party to enforce the terms of this Lease against the other party or to obtain performance by it hereunder, the prevailing party, or that party which substantially prevails, will be entitled to recover all reasonable costs, including reasonable attorneys' fees, from the other party as part of any judgment in such suit.

(d) Waiver of Jury Trial. LANDLORD AND TENANT WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ALL MATTERS ARISING OUT OF THIS LEASE OR THE USE AND OCCUPANCY OF THE PREMISES (EXCEPT CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE BROUGHT BY A THIRD PARTY).

(e) Invalidity of Particular Provisions. If any term of provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(f) Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof, and supersedes all prior discussions, negotiations and agreements between the parties with respect to such subject matter, whether oral or written.

(g) Survival. In addition to any rights and obligations that arise under this Agreement prior to the end of the Term hereof, which shall be governed by and construed in accordance with the terms hereof, the provisions of Sections 11, 16 and 17 shall survive the end of the Term hereof and remain in force and effect thereafter.

(h) Counterparts. This Lease may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(i) Construction. The term “including” means including without limitation. This Agreement is the result of negotiations between the parties, and each party hereto has consulted with its own legal counsel regarding this Agreement and such party’s rights and obligations hereunder. If any dispute arises regarding any of the provisions of this Agreement, this Agreement shall be construed as if drafted jointly by the parties in all respects, and the doctrine of construing this Agreement against the drafter thereof shall be disregarded and not followed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed effective as of the day and year first above written.

TENANT:

ORANGE BEACH CITY BOARD OF EDUCATION

By: _____
Randy Wilkes
Its Superintendent

LANDLORD:

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Its Mayor

ATTEST:

City Clerk

[SEAL]

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Randy Wilkes, whose name as Superintendent of the ORANGE BEACH CITY BOARD OF EDUCATION, a city school system established by the City of Orange Beach, Alabama, is signed to the foregoing Lease Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease Agreement, he, as such Superintendent and with full authority, executed the same voluntarily for and as the act of said Board of Education.

Given under my hand and official seal this the ____ day of June, 2023.

[SEAL]

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tony Kennon, whose name as Mayor of the CITY OF ORANGE BEACH, an Alabama municipal corporation, is signed to the foregoing Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease Agreement, he, as such Mayor 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 official seal this ____ day of June, 2023

[NOTARIAL SEAL]

NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT A

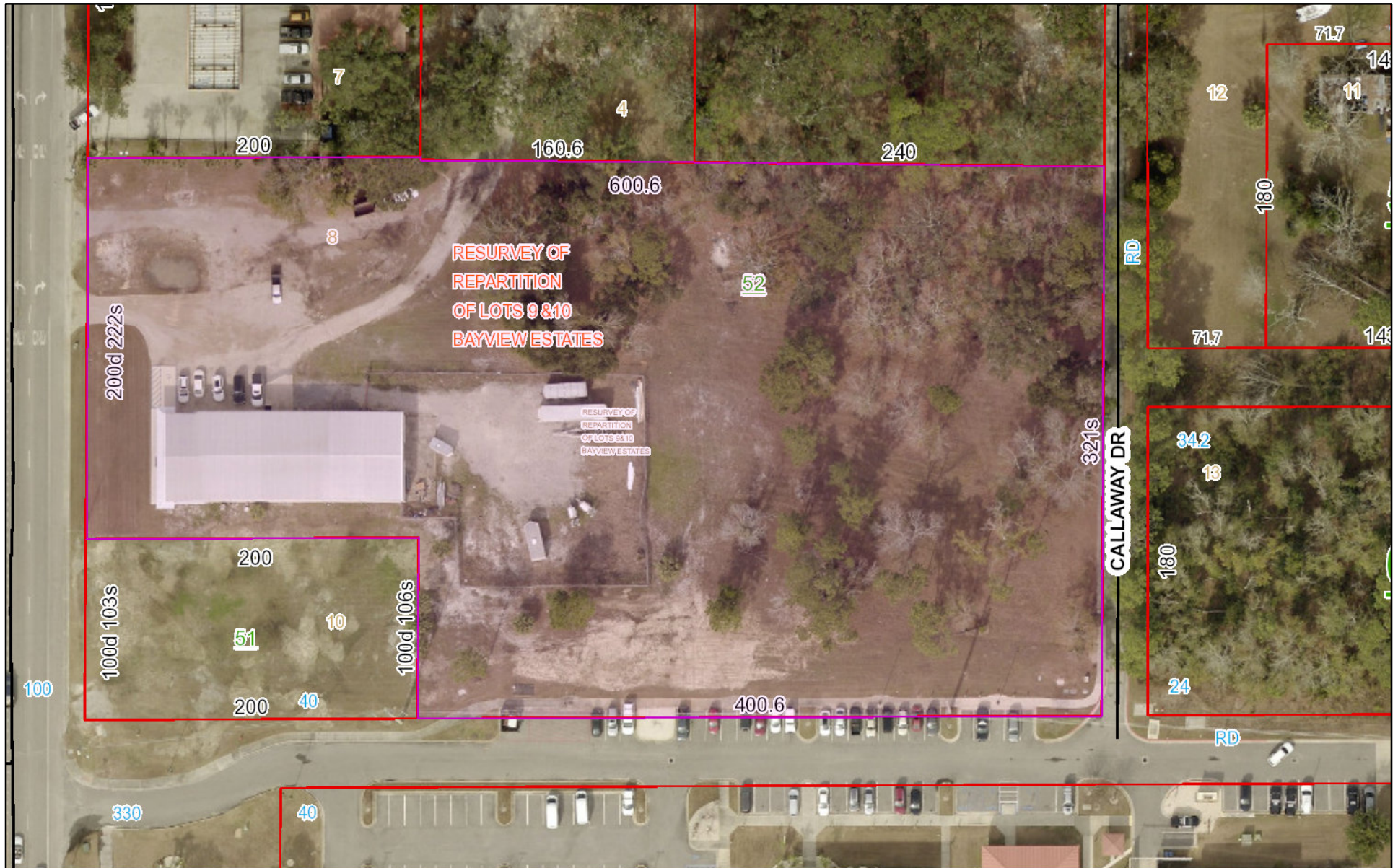
Landlord Parcel

Lot 8 of Bayview Estates PB5, P151 AL SO lying in the City of Orange Beach, Sec. 4 - R5E, parcel number 65-02-04-2-001-052.000, consisting of a 200 foot by 120 foot area, with the physical property address being 4550 Orange Beach Boulevard, Orange Beach, Alabama.

EXHIBIT B

Building Parcel

Viewer Map



May 24, 2023

polygonLayer

Override 1

Misc

Parcels

Centerlines

Coastal Control Line

Lot Lines

Conflicts

County Boundary

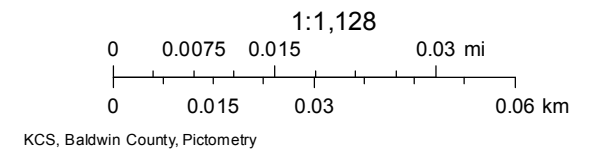
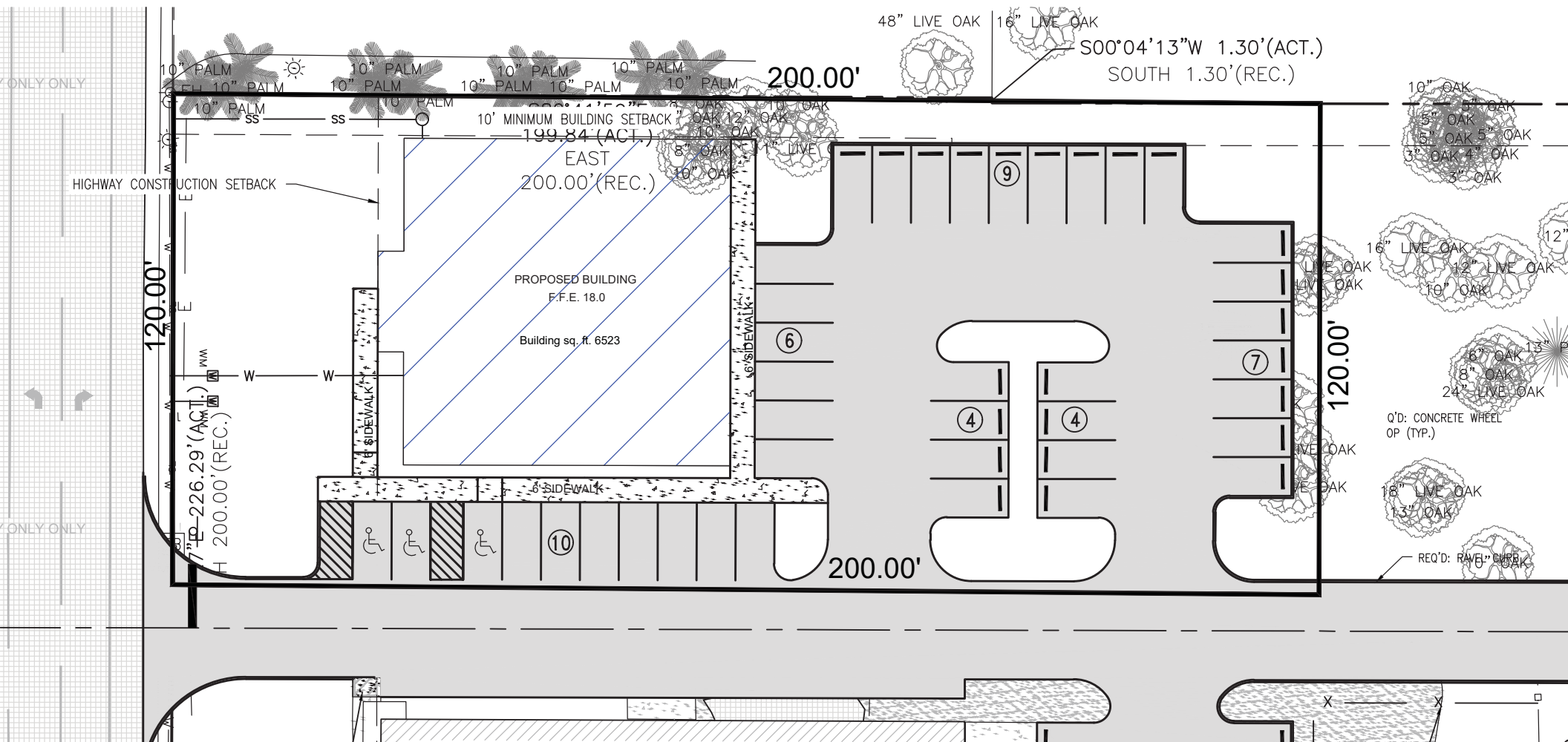


EXHIBIT C

Plans and Specifications



RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
FACILITY USAGE AGREEMENT WITH THE
COASTAL BALLET COMPANY
FOR ARABIAN NIGHTS AND FUTURE SPRING PROGRAMS
AT THE PERFORMING ARTS CENTER**

FINDINGS:

1. The City of Orange Beach has reached an agreement (attached Exhibit A) with the Coastal Ballet Company whereby The Coastal Ballet Company will perform *Arabian Nights* and future spring programs at the Performing Arts Center.
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.

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

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the Coastal Ballet Company 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 upon its adoption.

ADOPTED THIS 20th 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 20, 2023.

City Clerk

Coastal Ballet Academy

4223 Orange Beach Blvd. #A1,
Orange Beach, AL 36561, Suite D
coastalballet@gmail.com
251.979.9851
251.269.3723

Agreement to Perform *Arabian Nights/Future Spring Productions* for The City of Orange Beach

Date of Agreement:	Services Performed By:	Services Performed For:
June 6, 2023	Coastal Ballet Academy 4223 Orange Beach Blvd. #A1, Orange Beach, AL 36561, Suite D coastalballet@gmail.com 251.979.9851 251.269.3723	The City of Orange Beach 4099 Orange Beach Blvd. Orange Beach, Alabama 36561

This Statement of Work (SOW) is issued between The City of Orange Beach and Coastal Ballet Academy, effective June 6, 2023. This SOW is subject to the terms contained below; this agreement can be modified as needed with written approval from both parties. For the sake of this agreement, Coastal Ballet Academy shall be referred to as vendor, and the City of Gulf Shores shall be referred to as venue.

Period of Performance

This performance of *Arabian Nights/Future Spring Programs* shall be held at a Orange Beach city facility on May 12, 2023 at 6pm, May 13, 2023 at 2pm, future performance dates TBA 2024-2025 in the month of May, performed by Coastal Ballet Company. Coastal Ballet Academy requests full access to the facility prior to the performance and immediately following the performance in order to allow for set-up, rehearsal and tear down. The dates and times Coastal Ballet Academy requests entry are provided as follows:

Thursday, May 11, 2023, 4pm-8pm	TBA May 2024	TBA May 2025
Friday, May 12, 2023, Show starts at 6pm	TBA May 2024	TBA May 2025
Saturday, May 13, 2023, Show starts at 2pm	TBA May 2024	TBA May 2025

Vendor to Provide

- *Dancers, actors, and all other volunteers required to complete performance. All costumes and props required to complete performance.
- Pre-recorded music to complete performance.
- *Transport, set-up and removal of all costumes and props.
- *Items corresponding to the performance such as, t-shirts, raffle tickets, etc. will be available for sale to all ticket holders. All profits from any items will be collected and retained by Coastal Ballet Academy.
- *(Personnel) to operate sound and light equipment. Personnel to serve as stagehands.

Venue to Provide

*Full access to facility for the dates and times as indicated in the Period of Performance section above. This access will include entry and use of any area and equipment deemed necessary by vendor to complete agreement obligations. If any areas or equipment are not available for access or use by vendor, the venue will communicate any and all restrictions to the vendor no less than 30 days in advance so that alternative arrangements can be made. Access will ensure that all restrooms are cleaned and stocked and that climate control is engaged prior to occupancy by vendor to ensure a safe and comfortable work, rehearsal and performance environment. Cleaning and trash removal will be required.

▪Any physical liability shall be the responsibility of the venue. If security is required by the venue, this will also be the responsibility of the venue.

▪Any hard equipment required to fulfill the performance agreement. For example, all chairs, tables and tablecloths shall be provided and set up in areas designated by the vendor; the venue will be responsible for break down, cleaning and return of hard equipment to designated venue locations. Access referenced above will also include the kitchen and surrounding areas and all its equipment, so that concessions can be provided to ticket holders. Lighting and sound equipment, and any stage equipment is required for use by the vendor. The vendor will be allowed advance access with a venue representative for a walk-through of the location if requested.

▪Advertisement of the event via print, online or other promotion. Coastal Ballet Academy request notice, review and approval of advertisement to ensure it is consistent with Coastal Ballet Academy's image and mission.

▪Licensing (if required) to allow Coastal Ballet Academy to sell items as listed above in the vendor section.

▪Concessions will be offered to ticket holders for a fee of the venue's choosing.

Completion Criteria

Vendor shall have fulfilled its obligations when any one of the following first occurs:

- Vendor accomplishes the activity described within this SOW, and Venue accepts such activities without unreasonable objections. No response from the Venue within 2-business days of Vendor activity is deemed acceptance.
- Vendor and/or Venue has the right to cancel services not yet provided with 30 business days advance written notice to the other party.

Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Vendor or Venue) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and mutually approve with any approved change being officially recorded and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

The City of Orange Beach

Coastal Ballet Academy

By: _____
Name:
Title:

By: _____
Name:
Title:

NOTICE OF PUBLIC MEETING

Pursuant to Amendment No. 750 of the Recompiled Alabama Constitution of 1901, as amended, the City of Orange Beach, Alabama (the “City”) gives notice that its City Council, as the governing body of the City, will consider at its regularly scheduled meeting to be held on June 20, 2023 at 5:00 p.m. at the Orange Beach Community Center located at 27235 Canal Rd., Orange Beach, Alabama 36561, the approval and adoption of a reimbursement to Orange Beach Land Company, LLC, an Alabama limited liability company (“Developer”) in the amount of \$928,754.65, for certain improvements made to or for the benefit of Lot A CoastAL Beach Development subdivision, which Lot A is owned by the City. Such improvements include, without limitation, adding additional backfill, raising the overall site elevation, installing a concrete retaining wall, improving storm surge protection, modifications to the adjacent highway (including additional lanes, striping and curbs) in order to procure a driveway permit, improving the drainage system, and upgrades to the lifeguard office facilities. Such improvements were made in conjunction with similar improvements (except for the lifeguard facilities) made to or for the benefit of Lot B CoastAL Beach Development subdivision (Lot A and Lot B, collectively, the “Property”), which Lot B is owned by the Developer, and on which Developer has constructed a restaurant and related facilities. The City Council expects to determine at its public meeting that the granting of public funds and things of value to Developer in the form of such reimbursement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to Developer or any other private entity or entities. The public benefits sought to be achieved by the actions described above are: (i) improving the overall economic viability and beneficial usefulness of the entire Property, (ii) improving the view corridor of the entire Property, (iii) improving public safety regarding retaining water off the beach highway, (iv) improving public safety through the roadway improvements, and (v) by reason of the foregoing benefits, ultimately promoting tourism and fostering economic development within the City.