



COMMITTEE OF THE WHOLE MEETING AGENDA

Orange Beach Community Center

I. Roll Call

II. Consideration Of Previous Minutes

A. Work Session 06/06/2023

Documents:

[2023.06.06 WORK SESSION MINUTES.PDF](#)

B. Regular Council Meeting 06/06/2023

Documents:

[2023.06.06 COUNCIL MINUTES.PDF](#)

C. Committee Of The Whole 06/06/2023

Documents:

[2023.06.06 COW MINUTES.PDF](#)

D. Work Session 06/13/2023

Documents:

[2023.06.13 WORK SESSION MINUTES.PDF](#)

III. Unfinished Business

A. Miscellaneous

B. Resolutions

C. Ordinances

IV. New Business

A. Miscellaneous

1. Set A Meeting For The Flood Damage Prevention Ordinance Board Of Adjustment. (Suggested Date And Time Of 7/11/2023 At 4:50 PM)
2. Discuss Event Center Fees. (FH/AB)

Documents:

[23.04.21 EVENT CENTER FEES CURRENT AND PROPOSED.PDF](#)

B. Resolutions

1. Resolution Awarding The Bid For The City Hall Addition. (GS/RE)
2. Resolution Declaring Two Vehicles Owned By The City Of Orange Beach As Surplus And Unneeded And Authorizing The Donation Of Said Property To The City Of Creola, Alabama. (RE)

Documents:

[07-11-23 23-XXX DONATE SURPLUS VEHICLES CREOLA.PDF](#)

3. Resolution Authorizing The Sole Source Purchase Of Social Media Data Collection And Analysis Services From Voyager Labs For The Police Department In The Amount Of \$35,000. (SB)

Documents:

[07-11-23 23-XXX AUTHORIZE PURCHASE POLICE VOYAGER LABS
SOLE SOURCE.PDF](#)
[2023.06.01 QUOTE - POLICE - VOYAGER LABS.PDF](#)
[2023.06.01 SOLE SOURCE JUSTIFICATION - POLICE - VOYAGER LABS
SOFTWARE.PDF](#)

4. Resolution Authorizing Execution Of Change Order No. 2 With John G. Walton Construction Company, Inc., To Extend The Multi-Use Trail In Front Of The Justice Center As Part Of Canal Road Improvements From SR-161 To Wilson Boulevard In An Amount Not To Exceed \$72,025.70. (KA)

Documents:

[07-11-23 23-XXX AUTHORIZE CHANGE ORDER CANAL ROAD
IMPROVEMENTS SR-161 WILSON BOULEVARD RESTORE.PDF](#)
[2022-0428 CANAL ROAD IMPROVEMENTS SR161 TO WILSON BLVD -
CHANGE ORDER 2.PDF](#)

5. Resolution Authorizing Execution Of A Task Order With GeoCon Engineering & Materials Testing, Inc., To Provide Geotechnical Testing And Engineering Services For The Conversion Of The Soccer And Football Field To Artificial Turf At The Sportsplex In An Amount Not To Exceed \$2,650. (GS)

Documents:

[07-11-23 23-XXX AUTHORIZE TASK ORDER GEOCON FOOTBALL
SOCCER FIELD TURF SPORTSPLEX.PDF](#)
[2023.06.16 TASK ORDER GEOCON FOOTBALL SOCCER FIELD TURF
SPORTSPLEX.PDF](#)

6. Resolution Authorizing The Purchase Of A Mass Notification System At The

Recreation Center For The Expect Excellence Department Through State Bid In The Amount Of \$31,295.09. (JL)

Documents:

[07-11-23 23-XXX AUTHORIZE PURCHASE MASS NOTIFICATION SYSTEM EXPECT EXCELLENCE STATE BID.PDF](#)
[2023.06.16 QUOTE - EXPECT EXCELLENCE - VISION SECURITY TECHNOLOGIES.PDF](#)

7. Resolution Authorizing The Execution Of An Easement Agreement To Grant Permanent Utility Easements To The Orange Beach Water Authority For The Installation Of A Water Force Main At The Sportsplex. (KA)

Documents:

[07-11-23 23-XXX AUTHORIZE UTILITY EASEMENT WATER AUTHORITY SPORTSPLEX.PDF](#)
[2023.06.16 UTILITY EASEMENT ORANGE BEACH WATER AUTHORITY.PDF](#)
[2023.06.16 UTILITY EASEMENT ORANGE BEACH WATER AUTHORITY - AS BUILT.PDF](#)

8. Resolution Authorizing The Execution Of Cooperative Maintenance Agreements And A Permit Application With The Alabama Department Of Transportation For Drainage Inlets And A Pedestrian Pad Within The State Highway 182 Right-Of-Way. (KA)

Documents:

[07-11-23 23-XXX AUTHORIZE COOPERATIVE MAINTENANCE AGREEMENTS ALDOT SR-182 COASTAL BEACH DEVELOPMENT PEDESTRIAN PAD.PDF](#)
[2023.06.16 COOPERATIVE MAINTENANCE AGREEMENT ALDOT COASTAL BEACH DEVELOPMENT DRAINAGE INLET.PDF](#)
[2023.06.16 COOPERATIVE MAINTENANCE AGREEMENT ALDOT PALM POINTE PED PAD.PDF](#)
[2023.06.16 PERMIT APPLICATION ALDOT SR-182 PED PAD AT PALM POINTE.PDF](#)

C. Ordinances

1. Set A Public Hearing Date For An Ordinance Amending Ordinance No. 172, The Zoning Ordinance, Case No. 0610-PUDA-23, Phoenix West II PUD Minor Modification, Restaurant And Pavilion. (Suggested Date 7/11/2023) (KA)
2. Reminder: Public Hearing And First Reading 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 On July 11, 2023.

V. Public Comments

VI. Adjourn

**MINUTES OF
ORANGE BEACH CITY COUNCIL
WORK SESSION
JUNE 6, 2023 – 10:00 A.M.
PERDIDO BEACH RESORT**

The Orange Beach City Council met on June 6, 2023, at 10:14 A.M. with Mayor Tony Kennon presiding.

The following members were present:

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

The following members were absent:

None

The following items were discussed:

1. Exotic animal request.
2. Potential real property purchase.
3. Business licensing issues related to water-based businesses.
4. CoastAL Beach Development parking.
5. Proposed revision to EMS fees.
6. Renewal of Granicus software for rental property tracking.
7. City Hall renovation update.
8. Canoe trailhead FEMA project update.
9. Impact fee study update.
10. Litigation update.
11. Canal Road East Roundabout project update.
12. Issues with fiber internet.
13. Proposed settlement agreement.
14. Request for lodging tax rebate for large groups.
15. School capital construction projects.

Councilmember Boyd left the meeting at 1:22 P.M.

Councilmember Silvers left the meeting at 1:52 P.M.

16. Expect Excellence program.

There being no further business, the meeting adjourned.

Time: 2:29 P.M.

APPROVED this 11th day of July, 2023.

Renee Eberly
City Clerk

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
JUNE 6, 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 Brandon Moore, Orange Beach Community Church
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

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

Absent: None

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Regular Council Meeting 05/02/2023
Committee of the Whole 05/02/2023

The reading was waived and minutes were approved as written.

VII. REPORTS OF OFFICERS/COMMITTEES

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

Councilmember Mitchell recognized Ron Kutter, Kutter's Grounds Maintenance, for his donation to the city of sabal palm trees left over from the Hangout Music Festival.

Councilmember Blalock reminded the audience of the upcoming “Chalk the Trail” event being held on June 21, 2023, from 9 to 11:30 A.M. with free lunch provided.

Councilmember Boyd instructed individuals interested in donating towards medical expenses for former city employee Chris Litton to contact Renee Smith, city employee.

VIII. AUDITING OF ACCOUNTS

Motion made (Mitchell/Boyd) to certify that cash requirements with no related interests are within budget and appropriate for payment. Vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; 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; Boyd, aye; Kennon, aye. **Passed. (5-0-1).**

IX. PRESENTATIONS

1. EPIC student entrepreneur program. Yo Johnson and Tara McMeans spoke on the Entrepreneur Program Impacting Communities (EPIC) which is a program sponsored by the Coastal Alabama Business Chamber and South Baldwin Chamber Foundation to teach students how to start their own businesses with guidance from community business volunteers. Students are eligible to receive an elective credit from participating public schools, private schools, and homeschool systems in Orange Beach, Gulf Shores, and Foley.

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

Resolutions

1. Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide professional services for the conversion of a mini storage warehouse into a temporary weight room for the Orange Beach Middle/High School in an amount not to exceed \$8,500. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor.
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. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor.
3. Resolution authorizing the execution of a professional services agreement with Pillar, LLC, for civil engineering and land surveying services. **Motion made (Blalock/Boyd) to adopt the resolution.** Vote unanimous in favor.
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. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor.
5. Resolution reappointing Greg Kennedy and Jeff Silvers and appointing Vince McCoy to the Construction Board of Adjustment and Appeals. **Motion made (Johnson/Blalock) to adopt the resolution.** Vote unanimous in favor.
6. Resolution authorizing execution of a professional services agreement with Jackson & Smith CPA Group, PC, for auditing services. **Motion made (Mitchell/Silvers) to adopt the resolution.** Vote unanimous in favor.

7. Resolution authorizing submittal of an Alabama Department of Environmental Management Clean Water Act Section 319 Nonpoint Source Program Watershed Grant Application. **Motion made (Blalock/Boyd) to adopt the resolution.** Vote unanimous in favor.
8. Resolution appropriating \$25,000 to the Coastal Alabama Business Chamber for the purpose of funding the Gateway Initiative. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor.
9. Resolution authorizing the purchase of SWAT Vest Kits for the Police Department from State Bid in the amount of \$34,095.50. **Motion made (Mitchell/Silvers) to adopt the resolution.** Vote unanimous in favor.
10. Resolution awarding the bid for Field House and Batting Cages Site Work at the Sportsplex to PL Russell LLC in an amount not to exceed \$163,104.40. **Motion made (Boyd/Silvers) to adopt the resolution.** Vote unanimous in favor.
11. Resolution authorizing the execution of a performance contract with John Bass for golf instruction services. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor.
12. Resolution authorizing execution of a professional services agreement with Glow Yoga LLC for water-based fitness instruction at the Wind and Water Learning Center. **Motion made (Mitchell/Blalock) to adopt the resolution.** Vote unanimous in favor.
13. Resolution authorizing execution of a marina slip license agreement with Wharf Entertainment Properties, L.L.C. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor.
14. Resolution authorizing execution of marina slip license agreement with Pelican's Perch Marina and Boat Yard. **Motion made (Boyd/Blalock) to adopt the resolution.** Vote unanimous in favor.
15. Resolution authorizing the execution of a master subscription agreement with Granicus, LLC, for address identification and rental activity monitoring. **Motion made (Silvers/Johnson) 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. Ford Handley, City Administrator, explained the project which is an extension of the city's current agreement with The Wharf for the city to provide an additional tax rebate to the Wharf in exchange for land and the removal of the dilapidated structures at the site formerly known as "Bama Bayou." There being no comments or opposition, the public hearing adjourned.
2. Resolution authorizing transactions relating to the Wharf Development and the Wharf Landing. **Motion made (Blalock/Boyd) 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; Boyd, aye; Kennon, aye. **Passed. (6-0).** **Motion made (Blalock/Silvers) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Passed. (6-0).**

3. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0503-PUDA-23, The Wharf PUD Minor Amendment, Villaggio's Canopy Addition.

Griffin Powell, Planner II, presented the case overview.

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

Ordinances

1. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0503-PUDA-23, The Wharf PUD Minor Amendment, Villaggio's Canopy Addition. **Motion made (Johnson/Mitchell) 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; Boyd, aye; Kennon, aye. **Passed. (6-0).** **Motion made (Johnson/Silvers) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Passed. (6-0).**

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:21 P.M.

APPROVED this the 11th day of July, 2023.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
JUNE 6, 2023 – 5:21 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
Councilmember Jeff Boyd

The following members were absent:

None

The following items were discussed:

1. Relocate Council Meetings on June 20, July 11, and July 18, 2023, to the Community Center.
2. Discuss modification to City Code regarding commercial watercraft and marine activities.
3. Discuss Fire EMS fees.
4. 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.
5. 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.
6. Resolution amending the Fiscal Year 2023 Budget to increase the administration budget for city hall renovation by \$150,000.
7. 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.
8. Resolution authorizing the purchase of a Medical Cot for the Sportsplex through the SAVVIK Buying Group in the amount of \$15,306.06.
9. 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.
10. Resolution authorizing execution of a lease agreement with the Orange Beach City Board of Education for a new Central Office.
11. 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.
12. Set public hearing for reimbursement to Orange Beach Land Company, LLC, for improvements made to the CoastAL Beach Development subdivision. Public hearing set for June 20, 2023.
13. 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. Public hearing set for July 11, 2023.

Public Comments:

None

There being no further business, the meeting adjourned.

Time: 5:31 P.M.

APPROVED this 11th day of July, 2023.

Renee Eberly
City Clerk

**MINUTES OF
ORANGE BEACH CITY COUNCIL
WORK SESSION
JUNE 13, 2023 – 1:00 P.M.
CITY HALL – SOUTH CONFERENCE ROOM**

The Orange Beach City Council met on June 13, 2023, at 1:03 P.M. with Mayor Tony Kennon presiding.

The following members were present:

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

The following members were absent:

Councilmember Jeff Silvers

The following items were discussed:

1. Public art and memorial statues.
2. Proposed revision to Event Center fees.
3. Canal Road access to Fire Station No. 3 and Powerline Road.
4. Prospective businesses interested in moving to Orange Beach.
5. Litigation update.
6. Capital project planning.
 - a. Police office expansion needs.
 - b. School athletic facilities.
 - c. School central office.
7. City staffing needs.

Councilmember Blalock left the meeting at 3:45 P.M.

Mayor Kennon left the meeting at 3:47 P.M.

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

Time: 3:47 P.M.

APPROVED this 11th day of July, 2023.

Renee Eberly
City Clerk

EVENT CENTER PRICING CHANGES—FACILITY RENTAL <u>CURRENT & PROPOSED—2024</u>						
Event Space	Current Fee per day 7am to 12am	Classroom/ Banquet	Theater	Reception (People standing)	New Standard Rate	New Commercial Rate
Event Center (all spaces)	\$1,000	1,000 ppl	2,000+	2,500	\$1,800	\$2,100
T Configuration	\$800	800 ppl	1,400-1,800 ppl	2,000	\$1,500	\$1,700
Main Hall	\$600	500 ppl	850-1,000 ppl	1,300	\$1,200	\$1,400
Breakout, each (4 total)	\$300	150 ppl	330- 440ppl	450	\$400	\$400
Kitchen	\$150 (per event)				\$250	\$250
Lobby or parking lot (if rented separately)	\$300	100 ppl	200 ppl	300	\$600	\$500
Room Night Discount	If the event generates 100 or more room nights at Orange Beach accommodations, the renter may be eligible for a discounted daily rental fee. 100-199 room nights, 25% discount 200-299 room nights, 35% discount 300 + room nights, 50% discount				Change to 25% total discount 100+ room nights.	
Local Civic Group Discount	Local Civic Groups may apply for a 50% reduction in rental fees. Cleaning fees and hourly fees will still apply to any and all groups renting the facility.				No change in fees for approved civic groups	
OB Dept Discount	City & Its dept's shall be exempt from rental fees provided the functions will improve the skills, etc. Does not relieve any entity from responsibilities.				No change for OB function ADD: Each Dept can "co-sponsor" an event from an outside non-profit agency (such as AACOP) allowing a 50% discount (total fees). Only one per year.	

RESOLUTION NO. 23-xxx

**A RESOLUTION DECLARING TWO VEHICLES
OWNED BY THE CITY OF ORANGE BEACH AS SURPLUS AND UNNEEDED
AND AUTHORIZING THE DONATION OF SAID PROPERTY
TO THE CITY OF CREOLA, ALABAMA**

FINDINGS:

1. That the following personal property owned by the City of Orange Beach, Alabama, is no longer needed for public or municipal purposes:

DEPARTMENT	ITEM DESCRIPTION	QTY	NOTES
POLICE	2013 CHEVROLET TAHOE 4WD (#247)	1	VIN 1GNLC2E06DR274837, 168,432 MILES
POLICE	2012 CHEVROLET TAHOE (#249)	1	VIN 1GNLC2E07CR297543, 154,079 MILES

2. Section 11-43-56 of the Code of Alabama of 1975 authorizes the municipal governing body to dispose of unneeded personal property.
3. The City of Orange Beach has received a request from the City of Creola, Alabama, for assistance.
4. Orange Beach City Council has determined that donating surplus vehicles and/or equipment to neighboring municipalities in need serves a public purpose.

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

1. That the aforementioned personal property owned by the City of Orange Beach, Alabama, is not needed for public or municipal purposes;
2. That the Mayor and City Clerk are hereby authorized and directed to execute the documents necessary to donate and convey surplus items, as described above, to the City of Creola, Alabama, on behalf of the City of Orange Beach; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 11th DAY OF JULY, 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 July 11, 2023.

City Clerk

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE SOLE SOURCE PURCHASE OF
SOCIAL MEDIA DATA COLLECTION AND ANALYSIS SERVICES FROM
VOYAGER LABS FOR THE POLICE DEPARTMENT
IN THE AMOUNT OF \$35,000**

FINDINGS:

1. The Orange Beach Police Department desires to utilize social media data collection and analysis services provided by Voyager Labs, a New York corporation.
2. The City Attorney has advised that to qualify as a sole source under Alabama's bid laws, the goods or service offered must be unique; the uniqueness must be substantially related to the intended purpose, use and performance of the product; and there must be a showing that other, similar goods or services cannot perform the desired objectives.
3. Based on the foregoing, the Council finds that no other vendor offers substantially equivalent services that can accomplish the purpose of collecting and analyzing social media data, and that the need for collection and analysis of social media data is critical to public health and safety.
4. Council concludes that the Department has met its burden of proof under the bid law to demonstrate that Voyager Labs is the sole supplier of social media data collection and analysis services meeting the Department's specifications and that the Department has acted in good faith in seeking alternate suppliers.

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 sole source purchase of social media data collection and analysis services for the Police Department;
2. That the Mayor is hereby authorized to approve payment to Voyager Labs in the amount of \$35,000 for one year of social media data collection and analysis services;
3. That the services as described in this Resolution are to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 11th DAY OF JULY, 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 July 11, 2023.

City Clerk

Voyager Labs

11710 Plaza America Drive Suite 200
Reston, VA. 20190
<https://voyager-labs.com/>
Phone: 256-689-7267
Email: ChristianW@voyager-labs.com
Prepared by: Christian Webb

QUOTE

DATE	6/1/2023
QUOTE #	JV06082023-1
VALID UNTIL	6/15/2023

CUSTOMER

Orange Beach Police Department
4480 Orange Beach Blvd, Orange Beach, AL 36561
(251) 981-9777

DESCRIPTION	QTY	AMOUNT
VoyagerLabs Warrant Reader	1	\$50,000.00
Enabling Collection and Analysis of Publicly Available Data from Social Media and Open Web. includes 450 Annual Queries 2 Concurrent Users.		
Premium Training Included		
Quarter 2 Discount	30%	-\$15,000.00
Year 1		\$ 35,000.00

TERMS AND CONDITIONS

1. Net 15 days
- 2 Customer agrees to one year deal
- 3 Customer agrees to Voyager Labs User Agreement
<https://www.voyager-labs.com/wp-content/uploads/2020/09/Voyager-License-Agreement-Cloud.pdf>

Customer Acceptance (sign below):

x _____

TOTAL 1 Year	\$	35,000.00
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If you have any questions about this price quote, please contact
Christian Webb 256-689-7267

Thank You For Your Business!



06/01/2023

Orange Beach Police Department

4480 Orange Beach Blvd, Orange Beach, AL 36561

Dear Orange Beach Police Department,

Please accept this letter as an affirmation of Voyager Labs as an authorized and Sole Proprietor provider of the Voyager Labs suite of products intended for purchase by Orange Beach Police Department.

1. Voyager's unique collection methods enable completely anonymous and traceless collection from social media networks, are independent of these networks, and allow the reconstruction of closed profiles based on publicly available information.
 - a. Collection is conducted anonymously, using multiple proxies from different locations and multiple vendors, so that the collection process cannot be associated with clients' servers by any 3rd party or the social network itself.
 - b. Sources include all major social media platforms, including lesser-known ones such as VK, Sina Weibo, Kaskus and Telegram. They also include major web sources, including 4Chan, as well as deep and dark web.
 - c. Initial data collection is agnostic to languages and can be conducted in any language. The platform provides the analyst with translation capabilities for more than 100 languages.
2. The VoyagerAnalytics in-depth analysis platform enables users to uncover previously unattainable insights. These insights, unparalleled in the market, are fully automated and based on Voyager Lab's proprietary AI algorithms, data storage, and indexing methodology. Users uncover insights at a depth impossible to replicate on the open web or using other tools. These include:
 - a. Relationship strength, type, and essence, including 2nd & 3rd degree relationships between accounts or groups of accounts. This analysis unearths previously unknown middlemen or instances of potentially improper association.

New York 260 Madison Avenue, New York, NY 10016
Washington 11710 Plaza America Drive, Reston VA 20190

www.voyager-labs.com



- b. Detection of links between an individual and prior database searches. These links enable the analyst to uncover hidden intermediaries, who often become persons of interest in an investigation.
 - c. Conducting group analysis on any required target group and discovering core group members.
 - d. Clustering connections according to common attributes, e.g., connections from the same hometown, connections who attended the same school.
 - e. Identifying alias / pseudonymous accounts and correlating them with the actual one.
3. Voyager Labs' VoyagerDiscovery technology for topic analysis enriches VoyagerAnalytics investigations by unearthing content ideologically and conceptually tied to specific topics and revealing highly precise and often previously unknown entities behind this content. The technology's understanding of ideological affiliation, personal and emotional involvement, and objectivity surrounding a topic offer insights unmatched by any other platform.
4. Voyager Labs' Genesis technology parses social media search warrant return PDFs in minutes, exponentially reducing the time needed to analyze these documents, which are often many thousands of pages. VoyagerAnalytic's ability with Genesis to seamlessly integrate the parsed data with data already existing in the platform produces results that are without peers in the market. In numerous cases, the speed and effectiveness of this feature have prompted clients to start or increase the use of warrant requests as a viable evidence-collection strategy.
5. The VoyagerCheck automated assessment platform answers predefined questions in near real time. Results are based on the most recently available data from social media. Unique in scale and simplicity, the solution provides immediate indicators of risk scalable to millions of checks daily.
6. The VoyagerVision visual investigations platform provides automated insights into connections and relationships derived from visual indications found in images of any data source. It is the only platform available today that maps human relationships from information contained in the images.
7. Enterprise features are offered across these platforms to support integration with existing client infrastructure, including authentication and authorization (SSO and

New York 260 Madison Avenue, New York, NY 10016
Washington 11710 Plaza America Drive, Reston VA 20190

www.voyager-labs.com



provisioning), multi-factor authentication (MFA), segmenting of data to allow teams to securely work within a single platform without seeing data of the other, and a RESTful API for automation and system integration.

8. The inter-compatibility of these data analysis, image processing, and Natural Language Understanding (NLU) technologies empower customers to achieve significant investigative gains and time savings. The platforms can be used collectively. No other company offers these unique capabilities to provide a similarly comprehensive and cohesive intelligence perspective.

Please feel free to contact me directly if I can be of assistance in any matter. I can be reached at 256-689-7267 at your convenience.

Warm regards,

Christian Webb

Inside Sales Representative

New York 260 Madison Avenue, New York, NY 10016
Washington 11710 Plaza America Drive, Reston VA 20190

www.voyager-labs.com

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF
CHANGE ORDER NO. 2 WITH
JOHN G. WALTON CONSTRUCTION COMPANY, INC.
TO EXTEND THE MULTI-USE TRAIL IN FRONT OF THE JUSTICE CENTER AS PART OF
CANAL ROAD IMPROVEMENTS FROM SR-161 TO WILSON BOULEVARD
IN AN AMOUNT NOT TO EXCEED \$72,025.70**

FINDINGS:

1. The Orange Beach City Council awarded the competitive bid for the construction of Canal Road Improvements from SR-161 to Wilson Boulevard to John G. Walton Construction Company, Inc., in an amount not to exceed \$7,362,511.77 per Resolution No. 22-134 on July 5, 2022.
2. The approved RESTORE Act funding agreement for this project is in the amount of \$3,800,000 which leaves a project balance of \$3,562,511.77 that will be funded by the city.
3. On October 18, 2022, City Council adopted Resolution No. 22-216 approving Change Order No. 1 to change the construction material of the proposed sidewalk from asphalt to concrete in an amount not to exceed \$169,152.93 bringing the total contract sum to \$7,531,664.70 and the city funding amount to \$3,731,664.70.
4. The Community Development Director has recommended approval of Change Order No. 2 (attached Exhibit A) to extend the multi-use trail in front of the Justice Center in an amount not to exceed \$72,025.70 bringing the total contract sum to \$7,603,690.40 and the city funding amount to \$3,803,690.40.
5. The City Council has determined that the change order 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 authorizes the Mayor to execute the change order now before the Council with John G. Walton Construction Company, Inc., to extend the multi-use trail in front of the Justice Center as part of Canal Road Improvements from SR-161 to Wilson Boulevard with an increase in the monetary amount for the City of Orange Beach by an amount not to exceed \$72,025.70 for the reasons so stated by and as an act for and on behalf of the City of Orange Beach;
2. That the project engineer shall implement this change order and properly document the same pursuant to all applicable contract documents; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 11th DAY OF JULY, 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 July 11, 2023.

City Clerk



June 5, 2023

City of Orange Beach
ATTN: Renee Eberly, City Clerk/Procurement Officer
4099 Orange Beach Blvd
Orange Beach, AL 36561

RE: Canal Road Improvements from SR-161 to Wilson Blvd
RESTORE Grant Project No. GNSSP20AL0006-01-00 & City Project No. 2022-0428
Supplemental Agreement No. 2

Renee,

Please see attached for the partially executed Supplemental Agreement No. 2 for the subject project. The following items of work are proposed:

1. Per the City's request, the multi-use trail is being extended west of Callaway Drive in front of the Justice Center. This change will improve travel along this portion of the trail by providing a wider path and an offset from the Justice Center parking. Callaway Drive will be widened at the Justice Center intersection to accommodate future widening plans and provides two travel lanes at the intersection.

Thompson Engineering has reviewed the unit prices provided by the Contractor and we find them to be appropriate for the nature and amount of work included with this change. Therefore, we recommend the approval of this Supplement Agreement as submitted.

Please find enclosed one (1) electronic copy of the signed originals. Please contact us if you have any questions or required additional information.

Sincerely,
THOMPSON ENGINEERING, INC.

Jason Prescott, P.E.
Project Engineer

Enclosures

4830 Main Street, Ste. G-212
Orange Beach, AL 36561
251.378.6190 ph. / 251.666.6422 fax
www.thompsonengineering.com

A THOMPSON HOLDINGS, INC. COMPANY

SUPPLEMENTAL AGREEMENT NO. 2
CITY OF ORANGE BEACH

Bond No. 9391236

City Project Number: 2022-0428

Restore Grant Project Number: GNSSP20AL0006-01-00 SEP #22

Project Name: Canal Road Improvements from SR-161 to Wilson Blvd

THIS AGREEMENT by and between the City of Orange Beach, Alabama (hereinafter called the City) and John G. Walton Construction Co., Inc. (hereinafter called the Contractor) is an amendment to a Contract made between the City and the Contractor on August 2, 2022, for the construction of Canal Road Improvements from SR-161 to Wilson Blvd in Orange Beach, Alabama; and WHEREAS Fidelity and Deposit Company of Maryland, is Surety therefor; Witnesseth: WHEREAS, certain items of construction encountered necessary to the project are not covered by the original contract on the above project, and the following items of work constitute that which is to be performed by the contractor under this Supplemental Agreement, to-wit:

1. The multi-use trail is being extended west of Callaway Drive 448 linear feet.
2. Callaway Drive will be widened at the Justice Center intersection.

ADD TO THE CONTRACT

ITEM NO.	DESCRIPTION	CITY PROJECT QUANTITY	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
206C-000	REMOVING CONCRETE SIDEWALK	260	260	SQUARE YARD	\$ 11.26	\$ 2,925.00
206D-003	REMOVING CURB AND GUTTER	47	47	LINEAR FOOT	\$ 18.74	\$ 880.78
210A-000	UNCLASSIFIED EXCAVATION	40	40	CUBIC YARD	\$ 35.70	\$ 1,428.00
210D-020	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)(A2 OR BETTER)	49	49	CUBIC YARD	\$ 32.52	\$ 1,593.48
301A-012	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	191	191	SQUARE YARD	\$ 27.34	\$ 5,221.94
401A-000	BITUMINOUS TREATMENT A	191	191	SQUARE YARD	\$ 1.21	\$ 231.11
405A-000	TACK COAT	23	23	GALLON	\$ 4.14	\$ 95.22
424A-360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	19	19	TON	\$ 121.63	\$ 2,310.97
424B-651	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	28	28	TON	\$ 106.37	\$ 2,978.36
618A-001	CONCRETE SIDEWALK, 6" THICK	467	467	SQUARE YARD	\$ 85.04	\$ 39,713.68
618C-001	DETECTABLE WARNING SURFACE	40	40	SQUARE FOOT	\$ 40.25	\$ 1,610.00
618D-000	CURB RAMP	22	22	SQUARE YARD	\$ 357.57	\$ 7,866.54
650A-000	TOPSOIL	20	20	CUBIC YARD	\$ 40.78	\$ 815.60
654A-001	SOLID SODDING (BERMUDA)	522	522	SQUARE YARD	\$ 5.00	\$ 2,610.00
703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	160	160	SQUARE FOOT	\$ 8.05	\$ 1,288.00
707F-001	FLEXIBLE DELINEATOR POST WITH BASE, YELLOW	2	2	EACH	\$ 228.51	\$ 457.02

TOTAL ADDITION AMOUNT: \$ 72,025.70

SUPPLEMENTAL AGREEMENT NO. 2
CITY OF ORANGE BEACH

TOTAL ADDITION TO THE CONTRACT PRICE:

ORIGINAL CONTRACT AMOUNT	\$ 7,362,511.77
NET CHANGE BY PREVIOUS SUPPLEMENTAL AGREEMENTS	\$ 169,152.93
TOTAL CONTRACT AMOUNT TO DATE	\$ 7,531,664.70
AMOUNT OF THIS SUPPLEMENTAL AGREEMENT	\$ 72,025.70
REVISED CONTRACT AMOUNT, IF THIS AGREEMENT IS APPROVED	\$ 7,603,690.40

Time of completion shall be unchanged.

Any and all certifications and warrants to the original agreement are hereby made applicable to this Supplemental Agreement by reference.

NOW THEREFORE, the parties to the original contract above mentioned do hereby agree that the original contract be and is hereby amended by this Supplemental Agreement consisting of the above mentioned items of work and prices, and agree that this Supplemental Agreement is hereby made part of the original contract on the above project to be performed under the Specifications thereof, and that the original contract including amendments thereto, if any, is in full force and effect except so far as it is amended by this Supplemental Agreement. The Surety of the performance bond of the original contract joins in the execution of this Supplemental Agreement in recognition and agreement that all bonds executed by the Surety in connection with the original contract are further applicable to this Supplement Agreement which is hereinabove made a part of the original contract including amendments if any.

IN WITNESS WHEREOF, all parties hereto have executed this agreement by those persons duly authorized to execute same on the 30th day of May, 2023.

CONSENT OF SURETY

Fidelity And Deposit Company of Maryland
(Company)

By:

Leslie A. Paulsen

Leslie A. Paulsen, Attorney-In-Fact



CONTRACTING PARTIES

John G. Walton Construction Co., Inc.

(Contractor)

By:

Shaun Stapleton

(Authorized Representative)

RECOMMENDED

THOMPSON ENGINEERING

By:

Joan Prescott
(Engineer)

CITY OF ORANGE BEACH

By:

(Mayor)



ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID-19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

A handwritten signature in black ink, appearing to be 'R. Murray', written over a horizontal line.

Robert D. Murray
Executive Vice President
Head of Surety



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **ROBERT D. MURRAY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Christopher B. WORTHAM, Derek WORTHAM, Shirley COLEMAN and Leslie A. PAULSEN, all of Norcross, Georgia, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 6th day of September, A.D. 2019.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Dawn E. Brown
Assistant Secretary
Dawn E. Brown

Vice President
Robert D. Murray

**State of Maryland
County of Baltimore**

On this 6th day of September, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 30th day of May, 20 23.



Brian M. Hodges



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
TASK ORDER WITH GEOCON ENGINEERING & MATERIALS TESTING, INC.
TO PROVIDE GEOTECHNICAL TESTING AND ENGINEERING SERVICES FOR THE
CONVERSION OF THE SOCCER AND FOOTBALL FIELD TO ARTIFICIAL TURF
AT THE SPORTSPLEX
IN AN AMOUNT NOT TO EXCEED \$2,650**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 22-255 adopted December 13, 2022, approved a contract with GeoCon Engineering & Materials Testing, Inc., to perform certain geotechnical analysis and construction materials testing services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The Construction and Facilities Manager has submitted a task order (attached Exhibit A) for Council approval.
4. The proposed Task Order requires GeoCon Engineering & Materials Testing, Inc., to provide geotechnical testing and engineering services for the conversion of the soccer and football field to artificial turf at the Sportsplex.
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 GeoCon Engineering & Materials Testing, Inc., on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$2,650.00 to GeoCon Engineering & Materials Testing, Inc., to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 11th DAY OF JULY, 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 July 11, 2023.

City Clerk



June 16, 2023

City of Orange Beach
4099 Orange Beach Boulevard
Orange Beach, Alabama 36561

Attn: Mr. Glenn Smith

Re: Proposal for Geotechnical Exploration

Proposed turf installation on the football/soccer field
Orange Beach, Alabama

Dear Mr. Smith:

GeoCon Engineering & Materials Testing, Inc. is pleased to have the opportunity to provide a proposal for geotechnical testing and engineering services for the above referenced project. The provided information indicated that the project includes turf improvements at the Orange Beach Sports Plex football/soccer field.

Proposed Scope of Services

The proposed geotechnical exploration includes eight (8) hand auger borings to depths of about 4 feet in the existing field.

The purpose of our investigation will be to determine the subsurface soil and ground water conditions in the proposed construction areas and make recommendations regarding site grading and subgrade preparation. Soil laboratory testing will include soil grain size determination, Atterberg limit determination and soil moisture content determination.

The collected soil test boring data and related soil laboratory test data will be evaluated by our engineering staff. A written geotechnical engineering report will be prepared and will include an assessment of the soil and ground water conditions relative to the proposed construction. A geotechnical technician will be on-site during portions of the field exploration to locate the test points. The geotechnical report would be prepared and signed by a Professional Engineer registered in the state of Alabama.

Fee Estimate

Based on the proposed drilling and sampling, the proposed laboratory testing, and engineering work scope, we can provide geotechnical testing and engineering services for a cost of **\$2,650.00**.

Scheduling

We could proceed with the drilling and sampling within 2 weeks following your approval of the proposal. We estimate that the field work will be completed in 1 day, weather permitting, and soil laboratory testing can be completed in an additional 3 days. A completed geotechnical engineering report can be available within 2 weeks following completion of the drilling and sampling.

Testing Standards

Our work on this project will be completed in general accordance with applicable ASTM standards and with generally accepted current standards of geotechnical engineering practices. We maintain general and professional liability insurance in amounts typically acceptable for similar projects. A copy of our insurance certificate can be obtained at your request.

Authorization

To authorize us to proceed with the above-described geotechnical services, please complete the authorization form and return to this office for our file. GeoCon's Terms and Conditions, which are attached hereto, are hereby incorporated by reference as if fully set forth herein. By signing this Proposal, Client acknowledges and agrees that he/she has read the Terms and Conditions and agrees to be bound by the terms and conditions set forth therein.

We appreciate the opportunity to provide a proposal for this project. Please feel free to contact our office if you have any questions or if you need any additional information.

Sincerely,

GeoCon, Inc.



Christopher Rea
Geotechnical Field Manager

Proposal Authorization Form

Please Print

Accepted By: _____

Entity: _____

Signature: _____

Mailing Address: _____

Report will be addressed to: _____

Provide email address of all entities that should receive a copy of the report:

Invoicing Address: _____

Email Address: _____

Contact Number: _____

Location: Orange Beach Alabama

Proposed Amount: \$2,650.00

Date: _____

Proposed amount is only valid for 60 days unless executed.

TERMS AND CONDITIONS

SERVICES TO BE PROVIDED. GeoCon Engineering & Material Testing, Inc. (hereinafter GeoCon) is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal.

PAYMENT TERMS. Client agrees to pay our invoice upon receipt. If payment is not received within 30 days from the invoice date, Client agrees to pay a service charge on the past due amount at a rate of 1.5% per month, and GeoCon reserves the right to suspend all work until payment is received. No deduction shall be made from our invoice on account of liquidated damages or other sums withheld from payments to contractors or others.

TERMINATION. Either party may terminate this Agreement without cause upon 20 days advance notice in writing. In the event Client requests termination prior to completion of the proposed services, Client agrees to pay GeoCon for all costs incurred plus reasonable charges associated with termination of the work.

PROFESSIONAL LIABILITY. Notwithstanding any other provision of this Agreement, the Engineer's and GeoCon's total liability to the Owner for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the Engineer's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or the proceeds paid under Engineer's liability insurance in effect at the time such claims are made. The Owner hereby releases the Engineer from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.

SITE OPERATIONS. Client will arrange for right-of-entry to all applicable properties for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site.

OWNERSHIP AND USE OF PROJECT DOCUMENTS. All documents are instruments of service in respect to the Services, and Engineer shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of the Engineer) whether or not the Services are completed. Client may make and retain copies of documents for information and reference in connection with the services by Client. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's consultants. Client shall indemnify and hold harmless Engineer and Engineer's consultants from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.

ADDITIONAL SERVICES OF CONSULTANT. If authorized in writing by the Client, GeoCon shall furnish additional services that are not considered as an integral part of the Scope of Services outlined in the Proposal Acceptance Sheet. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. In addition, it is possible that unforeseen conditions may be encountered that could substantially alter the original scope of services. If this occurs, GeoCon will promptly notify and consult with Client and any additional services will be negotiated.

ASSIGNABILITY. GeoCon shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Client; provided, however, that claims for money by GeoCon against Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the Client.

SERVICES TO BE CONFIDENTIAL. All services, including opinions, designs, drawings, plans, specifications, reports and other services and information, to be furnished by GeoCon under this Agreement are confidential and shall not be divulged, in whole or in part, to any person, other than to duly authorized representatives of the Client, without prior written approval of the Client, except by testimony under oath in a judicial proceeding or as otherwise required by law. GeoCon shall take all necessary steps to ensure that no member of its organization divulges any such information except as may be required by law.

CLAIMS. The parties agree to attempt to resolve any dispute without resort to litigation. However, in the event a claim is made that results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in defending the claim, including reasonable attorney's fees. The claim will be considered proven if the judgment obtained and retained through any applicable appeal is at least ten percent greater than the sum offered to resolve the matter prior to the commencement of trial.

SEVERABILITY. It is understood and agreed by the parties hereto, that if any part, term or provisions of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and GEOCON shall survive the completion of the services and the termination of this Agreement.

INTEGRATION. This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of Alabama and venue shall be in Baldwin County, Alabama

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
MASS NOTIFICATION SYSTEM AT THE RECREATION CENTER
FOR THE EXPECT EXCELLENCE DEPARTMENT
THROUGH STATE BID IN THE AMOUNT OF \$31,295.09**

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 Mass Notification System at the Recreation Center for the Expect Excellence Department from Vision Security Technologies Inc. through Alabama State Bid in an amount not to exceed \$31,295.09;
2. That the Mayor is hereby authorized to approve payment to Vision Security Technologies Inc. in the amount of \$31,295.09 for a Mass Notification System, per Proposal No. 13356-1-0 dated May 16, 2023;
3. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 11th DAY OF JULY, 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 July 11, 2023.

City Clerk



VISION

SECURITY TECHNOLOGIES

Mass Notification System

Prepared for:
Expect Excellence Recreation Center
4849 Wilson Blvd.
Orange Beach , AL 36561

Prepared by:
Kevin Daly
Account Manager
kevin.daly@visionsoutheast.com
Cell: 217-620-5028

Proposal Issued:
5/16/2023

Proposal Valid To:
6/15/2023



Proposal Number: 13356-1-0
Expect Excellence Recreation Center
Date: May 16, 2023

PROJECT DESCRIPTION

Name: Expect Excellence Recreation Center

Site: Expect Excellence Recreation Center

4849 Wilson Blvd.
Orange Beach , AL 36561

Billing: City of Orange Beach

PO Box 458
Orange Beach, AL 36561

Contact

Cynthia Stacy, Accounts Payable Clerk

P: (251) 981-6818

C:

E: cstacy@orangebeachal.gov

We appreciate your time and this opportunity. The following information summarizes your current estimate and is a scope of work as we understand your needs. We have abbreviated a few items in an effort to streamline this document. Within the scope "VST" is Vision Security Technologies, "customer" designates the customer and "others" would be vendors working directly for you. Specific devices and part numbers can be found on the actual estimate. Please review this information and let us know if you have any questions.

Vision Security Technologies (VST) will provide and install a Public Address system for the City of Orange Beach Expect Excellence Recreation Center located in Orange Beach, Alabama to consist of the following:

VST to provide and install sixteen (16) ceiling speakers, three (3) siren horns, & two (2) master stations at the recreation center. These devices will be located at twelve locations outlined below. Exact locations are depicted on the attached drawing.

Ceiling Speakers

Classroom #1, #2, #3, #4, & #5, Art room, MPR 1 room, MPR 2 room, Gym Foyer & Academic room

VST will provide and install one ceiling speaker in each of these locations.

Men's restroom, Women's restroom, & Classroom hallway

VST will provide and install two ceiling speakers in each of these locations.

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Siren Horns

Gym 1 & Gym 2

VST will provide and install one siren horn in each of these locations.

Outside Play Area

VST will provide and install one siren horn in this location.

Master Stations

Front desk and Security office

VST will provide and install one master station in each of these locations.

Other

VST to program system.

VST to test the system with customer upon completion of installation.

Unless specifically outlined above, the customer or others is responsible for all: A.C. power, network connectivity, All conduit pathways, J-boxes within 36" of camera locations, all wiring and wiring paths that require masonry or structural penetrations, lifts or specialized training for this project.

Thank you for allowing Vision Security Technologies this opportunity . We look forward to working with you.

SCOPE DETAILS

- All work proposed shall be performed during normal business hours Monday through Friday 8:00AM -5:00PM
- 120 VAC power outlets and hardware connections are excluded from this project and are the responsibility of others.

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BILL OF MATERIALS

Name: Expect Excellence Recreation Center

Site: Expect Excellence Recreation Center

4849 Wilson Blvd.
Orange Beach , AL 36561

Billing: City of Orange Beach

PO Box 458
Orange Beach, AL 36561

Contact

Cynthia Stacy, Accounts Payable Clerk

P: (251) 981-6818

C:

E: cstacy@orangebeachal.gov

[illegible]

Vision State Contract Number: MA220000003231

Total Equipment	\$23,079.50
Total Labor	\$7,130.00
Total Supplies & Materials	\$635.59
Total Purchase Price	\$31,295.09

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Vision Investment Protection (VIP) is an elite service and maintenance plan that allows for a fixed annual budget. This proactive approach allows service and maintenance to be an operating expenditure, not a capital expenditure.

VIP is customizable and may include all or some of the following:

- 24/7 Priority Contact with Vision's Customer Support Group
- Guaranteed Response
- Emergency Weekend Response
- System Updates
- Discounted Rates
- Preventative Maintenance

VIP helps maintain your system at peak operating condition and eliminates the hassle of an unexpected expense if an issue arises.

Monthly Investment: Not Included

VISION INVESTMENT PROTECTION

Accept _____

Decline _____

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TERMS & CONDITIONS

For the purposes of this Agreement, "VST" means Vision Security Technologies Inc. and/or all other entities under common control or common ownership with VST.

1. **Acceptance.** VST's Invoice, Quotation, Confirmation, Proposal or Service Agreement contains the complete agreement between VST and Customer, and VST expressly limits its acceptance to the terms stated herein. Additional or different terms in Customer's purchase order, confirmation, other writings, or from prior negotiations (hereinafter "Other terms"), shall not be binding on VST and are hereby superseded by the terms delineated herein. Further, any quotations, proposals, confirmations or service agreements not executed or otherwise agreed upon expire after Thirty (30) days subsequent to the date stated therein. Additionally, the Acceptance by Customer of VST's Invoice, Quotation, Confirmation, Proposal or Service Agreement referenced herein has been executed by such person who has full power and authority to execute and deliver this Agreement by Customer and to obligate Customer accordingly .

2. **Force Majeure.** If the performance of the Agreement, or of any obligation hereunder is prevented, restricted or interfered with by reason of fire, breakdown of plant, labor disputes, embargoes, government ordinances or requirements, civil or military authorities, acts of God or the public enemy, acts or omissions of carriers, or other causes beyond the reasonable control of the party whose performance is affected, then the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on the day -for-day basis to the extent such party's obligations relate to the performance so prevented, restricted or interfered with); provided that the party so affected shall use its best efforts to avoid or remove such causes .

3. **Limitation of Liability.** In no event will VST be liable for consequential damages, including lost profits, loss of investment, or other incidental damages incurred from Customer's investment based on the Scope of Work to be performed by VST under this Agreement. VST's total liability for work performed shall never exceed the amount paid by the Customer for services performed under this Agreement.

4. **WARRANTIES.** VST WARRANTS THAT THE PRODUCTS COVERED HEREBY CONFORM TO THE DESCRIPTION AND SPECIFICATIONS, IF ANY. THE USE OF THE PRODUCTS BY CUSTOMER CONSTITUTES CUSTOMER'S ACCEPTANCE OF CONFORMITY. VST WARRANTS THE WORKMANSHIP OF ITS INSTALLATION FOR A PERIOD OF ONE (1) YEAR FOLLOWING INSTALLATION. SHOULD CUSTOMER OR ANY OTHER PERSON OR ENTITY WORK ON, ADJUST OR OTHERWISE TOUCH THE PRODUCT WARRANTED BY VST, VST'S ONE-YEAR WARRANTY DELINEATED HEREIN IS HEREBY VOIDED AND OTHERWISE UNENFORCEABLE. CUSTOMER SHOULD CONSULT THE MANUFACTURER OF ANY PRODUCT TO DETERMINE WHAT, IF ANY, WARRANTIES IT PROVIDES. ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS. VST'S LIABILITY FOR BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, IS EXPRESSLY

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LIMITED AT THE OPTION OF VST: (A) TO THE REPLACEMENT AT THE AGREED POINT OF DELIVERY OF ANY PRODUCTS OR SERVICES FOUND TO BE DEFECTIVE OR NOT TO CONFORM TO THE SPECIFICATIONS SET FORTH HEREIN (UPON DELIVERY OF THE PRODUCT BY CUSTOMER TO VST), (B) TO THE REPAIR OF SUCH PRODUCTS OR SERVICES (UPON DELIVERY OF THE PRODUCT BY CUSTOMER TO VST); OR (C) TO THE REFUND OR CREDITING TO CUSTOMER OF THE PRICE OF SUCH PRODUCTS OR SERVICES.

5. Delivery Terms. Delivery dates are approximate and are based upon prompt receipt of all necessary information from Customer. Unless otherwise specified by VST, delivery will be made and title will pass to Customer upon Customer's acceptance of conformity. Further, Customer is responsible for any job-site preparation or any other requirement needed in order for VST to meet its obligations as set forth herein.

6. Unforeseen Conditions or Change Orders. Should concealed conditions encountered in the performance of VST's work in a structure be a variance with the conditions indicated by the contract documents or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in the work of the character provided for in the contract documents be encountered, the compensation to be paid to VST for the work shall be adjusted by a Change Order. If VST encounters unforeseen conditions or circumstances during installation and/or maintenance at Customer's site that materially increase the cost or complexity of the work VST agreed to perform, Customer agrees to compensate VST for the extra materials and labor required by the unforeseen conditions or circumstances and for any additional costs, expenses or fees that VST incurs due to these circumstances. Further, if Customer materially changes any of the conditions or demands required of VST, then Customer hereby agrees to compensate VST for the extra materials and labor required and for any additional costs, expenses or fees that VST incurs due to these changes.

7. Dispute Resolution. Customer and VST agree that any and all disputes arising out of, or relating to, Customer's purchase of VST's products, attempted purchase of VST products, purchase of VST's service and /or installation of any product, use of VST's products, and/or any warranty(ies) alleged to cover VST's products, shall be resolved by binding arbitration in Birmingham, Alabama to the exclusion of all other locations. Further, Customer and VST hereby state and agree that any relationship between them and any transactions related to this or any other agreement to which they are a party specifically and without revocation are involved and touch upon interstate commerce. This provision shall apply to any and all claims whatsoever, whether they sound in contract, tort, or otherwise, with the sole exception being claims asserted by VST for non-payment, and without regard to whether they are based on conduct occurring before Customer's purchase of VST's products, or execution of a Service Agreement. The arbitration shall be governed by the rules and procedures promulgated by the American Arbitration Association that are in effect at the time of the dispute. The arbitrator shall have full authority to award costs, including reasonable attorney's fees, to the prevailing party.

8. Waiver of Trial by Jury. In the event that the Arbitration Agreement contained in these Standard Terms and Conditions is declared to be unenforceable by a court of law for any reason, Customer and VST, and their successors and assigns, do hereby waive their right to a trial by jury of any claim, counterclaim, cross-claim, or third-party claim, including any and all claims for injury or damage, brought by either party against the other that arises out of, or is related to, this Agreement, Customer's relationship with VST, Customer's purchase of VST's products, Customer's attempted

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purchase of VST's products, the use of VST's products, the servicing and/or installation of VST's products, and/or any warranty(ies) alleged to cover VST's products. VST and Customer make this waiver to avoid the additional time and expense jury trials require.

9. Acknowledgment. Customer acknowledges that VST shall not be responsible for any damages, claims, or injuries arising from Customer's improper use of VST's work delivered, services, Customer's failure to properly maintain VST's products, Customer's modification or alteration of VST's products, or Customer's negligence. Customer agrees to indemnify VST and hold it harmless from any and all claims, injuries, or damages arising from Customer's improper use or maintenance of VST's products, Customer's modification or alteration of VST's products, or Customer's negligence. Further, Customer acknowledges that VST, when rendering its work and services, relies upon quotes, part numbers, part information and other information provided to it by third parties. Accordingly, VST will use reasonable skill and care in performing its services but cannot guarantee that, all information it relied upon is accurate, complete or correct, and shall not be held responsible for any errors including manifest and typographical errors.

10. Payment. Terms of payment shall be the following: 50% of the total amount due shall be paid upon acceptance of the Proposal as a deposit. The remaining 50% shall be paid in "progress billings" as determined and calculated by VST at its sole discretion and billed every 30 days after work begins with payment due within ten (10) days after each bill. Any Change Order, extra charge or extra expense shall be added immediately to the next progress billing and shall be due within ten (10) days after that bill date. Further, should the costs of any part or supply change after acceptance of the Proposal by Customer, Customer hereby agrees that VST shall be entitled to receive and Customer agrees to pay any additional cost incurred by VST in procuring said part or supply in addition to the amounts set forth in the Proposal. Additionally, VST at its discretion shall be entitled to receive and Customer agrees to pay a fuel surcharge to pay any additional cost incurred by VST in the performance of its obligations caused by an increase in VST's fuel costs. Should the financial condition or responsibility of Customer at any time become unsatisfactory to VST, VST shall have the right, at its discretion, to require payment in advance for any shipment hereunder or satisfactory security thereof. If Customer fails to make payment in accordance with the terms of these Standard Terms and Conditions, or fails to comply with any provision hereof, VST may, at its discretion, in addition to any other remedies, cancel any agreement. Customer shall remain liable for all unpaid amounts. In the event Customer fails to make payment in accordance with the terms of Standard Terms and Conditions, the account shall be deemed delinquent and a late charge of one and one-half percent (1½%) per month will be added to the unpaid balance. Customer agrees to pay all collection costs and expenses, including reasonable attorneys' fees that VST incurs in collecting, or attempting to collect, said amount. Further, if Customer, in VST's sole discretion, remains in default greater than thirty (30) days of any sum due under this Agreement, or if Customer destroys or otherwise damages any installed equipment or product under this Agreement, VST may repossess the equipment or property by legal process or self help without the use of force. Nothing in this Agreement shall authorize a violation of criminal law or other applicable statute. In the event of default, VST may take possession of the equipment or property wherever found, including any governmental property or facility. In order to reinstate the Agreement after repossession occurs, Customer must pay: All past due charges, the reasonable cost of pick-up and delivery and a reinstatement fee of \$1000.00. THE CUSTOMER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT JURISDICTION AND VENUE FOR ANY ACTIONS BROUGHT BY EITHER PARTY SHALL BE

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EXCLUSIVELY IN SHELBY COUNTY, ALABAMA, and that Customer hereby submits itself to the Jurisdiction of Shelby County, Alabama, and hereby waives any jurisdictional objection thereto.

11. Delay. VST shall not be liable for any failure or delay in manufacture, shipment, delivery of products, or performance of service/maintenance resulting from any cause beyond VST's control, including, but not limited to, provisions of law or governmental regulations, accident, explosion, fire, windstorm, flood or other casualty, strike, lockout, or other labor difficulty, riot, war, insurrection, shortage of, or inability to secure, labor, raw materials, production or transportation facilities.

12. Assignment. Customer may not assign this agreement without prior written consent of VST.

13. Waiver. Waiver of any breach of this contract shall not be construed as a waiver of any other breach .

14. Governing Law. The parties agree that the interpretation and validity of these Standard Terms and Conditions shall be governed by Alabama law.

15. Modification. There are no terms, conditions, under-standings, or agreements between Customer and VST other than those stated herein, and all prior proposals and negotiations are merged herein. NO TERMS AND CONDITIONS IN ANY WAY ALTERING OR MODIFYING THE PROVISIONS HEREIN SHALL BE BINDING UPON VST UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF VST. NO MODIFICATION OR ALTERATION OF THE PROVISIONS HEREIN SHALL RESULT FROM VST'S PERFORMANCE FOLLOWING RECEIPT OF CUSTOMER'S PURCHASE ORDER, SHIPPING ORDER, OR OTHER FORMS CONTAINING PROVISIONS, TERMS, AND CONDITIONS IN ADDITION TO, IN CONFLICT WITH, OR INCONSISTENT WITH, THE PROVISIONS HEREIN.

16. Termination by Customer. The Customer may terminate this Agreement for cause. Such termination may be made only after first giving VST written notice giving VST at least twenty (20) days to cure any default or breach of the contract by VST. If VST fails to cure said default or breach within this twenty (20) day notice, the Customer may then give ten (10) days written notice prior to the effective date of termination of this Agreement. Such notice shall be deemed given if delivered or mailed to the last known address of VST. From and after the effective date specified in such termination notice this Agreement shall be terminated. In the event of such termination, the Customer shall immediately pay VST compensation for services performed hereunder as calculated and delivered by VST to Customer. Such compensation shall be paid within five (5) business days of delivery of said amount by VST to Customer. After this five (5) day period, any amount due shall be subject to late fees and interest in the amount of 1.5% per month.

17. Termination by VST. VST may terminate this Agreement for cause. Such termination may be made only after first giving Customer written notice giving Customer at least twenty (20) days to cure any default or breach of the contract by Customer. If Customer fails to cure said default or breach within this twenty (20) day notice, the VST may then give ten (10) days written notice prior to the effective date of termination of this Agreement. Such notice shall be deemed given if delivered or mailed to the last known address of Customer. From and after the effective date specified in such termination notice this Agreement shall be terminated. In the event of such termination, Customer shall immediately pay

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VST compensation for services performed hereunder as calculated and delivered by VST to Customer. Such compensation shall be paid within five (5) business days of delivery of said amount by VST to Customer. After this five (5) day period, any amount due shall be subject to late fees and interest in the amount of 1.5% per month.

In the event Customer cures any default or breach as delineated in this paragraph, then Customer shall be responsible for any fees, fines, costs, expenses or other monetary damages resulting from Customer's default or breach as determined by VST.

Vision Security Technologies is a proud member of the Alabama Electronic Security Board of Licensure, license #591. If there are unresolved issues, you may contact AESBL at 334-264-9388 or 7956 Vaughn Road, PMB 392, Montgomery, AL 36116.

Initials: _____

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RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
EASEMENT AGREEMENT TO GRANT PERMANENT UTILITY EASEMENTS TO THE
ORANGE BEACH WATER AUTHORITY
FOR THE INSTALLATION OF A WATER FORCE MAIN AT THE SPORTSPLEX**

FINDINGS:

1. The Orange Beach Water, Sewer, and Fire Protection Authority (OBWA) provides potable water and fire protection (fire hydrants) to its customers and the public in and around Orange Beach.
2. OBWA is currently upgrading and improving certain areas of its systems to better serve its customers and the public in and around Orange Beach.
3. As part of the system upgrades and improvements, OBWA plans to connect certain water lines adjacent to Collegiate Lane to certain water lines adjacent to Lauder Lane within the municipal limits of Orange Beach.
4. The City of Orange Beach owns the municipal sportsplex comprised of five (5) parcels of real property located between Collegiate Lane (Powerline Road) and Lauder Lane.
5. OBWA desires to acquire a permanent utility easement on, over, through, upon, across and under the Orange Beach Parcels from Collegiate Lane to Lauder Lane in order to install a water main to create a loop in its system.
6. The water main will benefit Orange Beach and its citizens and will help facilitate future development.
7. City Council has determined that the installation of the water main 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 Easement Agreement as presented to City Council between the City of Orange Beach and the Orange Beach Water, Sewer, and Fire Protection Authority 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 11th DAY OF JULY, 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 July 11, 2023.

City Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF ORANGE BEACH, ALABAMA, an Alabama municipal corporation, hereinafter called Grantor, for and in consideration of the sum of Ten dollars (\$10.00) and other good and valuable consideration in hand paid by ORANGE BEACH WATER, SEWER AND FIRE PROTECTION AUTHORITY, an Alabama non-profit corporation, hereinafter called Grantee, the receipt of which is hereby acknowledged, and for further consideration of the benefit accruing to the Grantee and to the public from this easement does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, its successors and assigns, a perpetual utility easement on, over, through, upon, across and under its property in Baldwin County, Alabama, as follows:

10' WATERLINE EASEMENT ALONG COLLEGIATE LANE

COMMENCING FROM A 5/8" IRON REBAR AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 9 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 00°02'30" EAST ALONG SAID EAST LINE A DISTANCE OF 35.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°02'30" EAST ALONG SAID SECTION LINE A DISTANCE OF 9.89 FEET TO A POINT; THENCE RUN SOUTH 88°44'01" WEST A DISTANCE OF 89.37 FEET TO A POINT; THENCE RUN SOUTH 88°42'49" WEST A DISTANCE OF 200.81 FEET TO A POINT; THENCE RUN SOUTH 89°12'36" WEST A DISTANCE OF 200.91 FEET TO A POINT; THENCE RUN SOUTH 89°06'37" WEST A DISTANCE OF 121.45 FEET TO A POINT; THENCE RUN SOUTH 89°27'39" WEST A DISTANCE OF 152.23 FEET TO A POINT; THENCE RUN NORTH 89°55'37" WEST A DISTANCE OF 219.96 FEET TO A POINT; THENCE RUN NORTH 77°37'37" WEST A DISTANCE OF 42.71 FEET TO A POINT; THENCE RUN SOUTH 76°28'21" WEST A DISTANCE OF 40.30 FEET TO A POINT; THENCE RUN SOUTH 89°59'41" WEST A DISTANCE OF 75.91 FEET TO A POINT; THENCE RUN NORTH 82°11'55" WEST A DISTANCE OF 83.54 FEET TO A POINT; THENCE RUN NORTH 89°50'32" WEST A DISTANCE OF 172.40 FEET TO A POINT; THENCE RUN SOUTH 78°44'56" WEST A DISTANCE OF 51.15 FEET TO A POINT; THENCE RUN NORTH 89°30'06" WEST A DISTANCE OF 81.96 FEET TO A POINT; THENCE RUN NORTH 83°08'11" WEST A DISTANCE OF 71.11 FEET TO A POINT; THENCE RUN SOUTH 89°04'08" WEST A DISTANCE OF 60.52 FEET TO A POINT; THENCE RUN SOUTH 82°05'06" WEST A DISTANCE OF 69.56 FEET TO A POINT; THENCE RUN SOUTH 88°58'49" WEST A DISTANCE OF 134.29 FEET TO A POINT; THENCE RUN NORTH 89°15'49" WEST A DISTANCE OF 297.59 FEET TO A POINT; THENCE RUN NORTH 43°47'12" WEST A DISTANCE OF 32.56 FEET TO A POINT; THENCE RUN NORTH 89°52'18" WEST A DISTANCE OF 147.47 FEET TO A POINT; THENCE RUN NORTH 89°31'10" WEST A DISTANCE OF 179.84 FEET TO A POINT; THENCE RUN NORTH 89°38'48" WEST A DISTANCE OF 110.72 FEET TO A POINT; THENCE RUN NORTH 44°34'57" WEST A DISTANCE OF 20.71 FEET TO A POINT; THENCE RUN NORTH 89°26'16" WEST A DISTANCE OF 10.23 FEET TO A POINT; THENCE RUN NORTH 00°00'00" EAST A DISTANCE OF 10.00 FEET TO A POINT; THENCE RUN SOUTH 89°17'23" EAST A DISTANCE OF 14.49 FEET TO A POINT; THENCE RUN SOUTH 44°34'57" EAST A DISTANCE OF 20.63 FEET TO A POINT; THENCE RUN SOUTH 89°38'48" EAST A DISTANCE OF 106.59 FEET; THENCE RUN SOUTH 89°31'10" EAST A DISTANCE OF 179.82 FEET TO A POINT; THENCE RUN SOUTH 89°52'18" EAST A DISTANCE OF 151.70 FEET TO A POINT; THENCE RUN SOUTH 43°47'12" EAST A DISTANCE OF 32.62 FEET TO A POINT; THENCE RUN SOUTH 89°15'49" EAST A DISTANCE OF 293.25 FEET TO A POINT; THENCE RUN NORTH 88°58'49" EAST A DISTANCE OF 133.53 FEET TO A POINT; THENCE RUN NORTH 82°05'06" EAST A DISTANCE OF 69.57 FEET TO A POINT; THENCE RUN NORTH 89°04'08" EAST A DISTANCE OF 61.81 FEET TO A POINT; THENCE RUN SOUTH 83°08'11" EAST A DISTANCE OF 71.24 FEET TO A POINT; THENCE RUN

SOUTH 89°30'06" EAST A DISTANCE OF 80.37 FEET TO A POINT; THENCE RUN NORTH 78°44'56" EAST A DISTANCE OF 51.12 FEET TO A POINT; THENCE RUN SOUTH 89°50'32" EAST A DISTANCE OF 174.07 FEET TO A POINT; THENCE RUN SOUTH 82°11'55" EAST A DISTANCE OF 83.53 FEET TO A POINT; THENCE RUN NORTH 89°59'41" EAST A DISTANCE OF 74.05 FEET TO A POINT; THENCE RUN NORTH 76°28'21" EAST A DISTANCE OF 41.41 FEET TO A POINT; THENCE RUN SOUTH 77°37'37" EAST A DISTANCE OF 43.93 FEET TO A POINT; THENCE RUN SOUTH 89°55'37" EAST A DISTANCE OF 218.82 FEET TO A POINT; THENCE RUN NORTH 89°27'39" EAST A DISTANCE OF 152.15 FEET TO A POINT; THENCE RUN NORTH 89°06'37" EAST A DISTANCE OF 121.43 FEET TO A POINT; THENCE RUN NORTH 89°12'36" EAST A DISTANCE OF 200.87 FEET TO A POINT; THENCE RUN NORTH 88°42'49" EAST A DISTANCE OF 200.75 FEET TO A POINT; THENCE RUN NORTH 88°48'27" EAST A DISTANCE OF 89.60 FEET TO THE POINT OF BEGINNING.

10' WATERLINE EASEMENT THROUGH ORANGE BEACH SPORTSPLEX

COMMENCING FROM A 5/8" IRON REBAR AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 9 SOUTH, RANGE 5 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 00°02'30" EAST ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 35.86 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 88°40'31" EAST A DISTANCE OF 21.33 FEET TO A POINT; THENCE RUN NORTH 42°42'44" EAST A DISTANCE OF 5.15 FEET TO A POINT; THENCE RUN NORTH 00°08'01" WEST A DISTANCE OF 32.67 FEET TO A POINT LYING ON THE SOUTH LINE OF SECTION 6, TOWNSHIP 9 SOUTH, RANGE 5 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00°48'31" EAST A DISTANCE OF 281.88 FEET TO A POINT; THENCE RUN NORTH 00°23'17" EAST A DISTANCE OF 119.58 FEET TO A POINT; THENCE RUN NORTH 03°15'04" EAST A DISTANCE OF 132.16 FEET TO A POINT; THENCE RUN NORTH 01°38'31" EAST A DISTANCE OF 83.35 FEET TO A POINT; THENCE RUN SOUTH 88°21'29" EAST A DISTANCE OF 10.00 FEET TO A POINT; THENCE RUN SOUTH 01°38'31" WEST A DISTANCE OF 79.66 FEET TO A POINT; THENCE RUN SOUTH 86°58'48" EAST A DISTANCE OF 87.38 FEET TO A POINT; THENCE RUN SOUTH 87°18'47" EAST A DISTANCE OF 120.39 FEET TO A POINT; THENCE RUN SOUTH 89°25'36" EAST A DISTANCE OF 39.70 FEET TO A POINT; THENCE RUN SOUTH 89°42'39" EAST A DISTANCE OF 98.17 FEET TO A POINT; THENCE RUN SOUTH 00°07'36" EAST A DISTANCE OF 35.05 FEET TO A POINT; THENCE RUN NORTH 89°47'21" EAST A DISTANCE OF 21.07 FEET TO A POINT; THENCE RUN SOUTH 00°29'36" EAST A DISTANCE OF 10.00 FEET TO A POINT; THENCE RUN SOUTH 89°47'20" WEST A DISTANCE OF 21.13 FEET TO A POINT; THENCE RUN SOUTH 00°07'17" EAST A DISTANCE OF 88.50 FEET TO A POINT; THENCE RUN SOUTH 06°15'30" EAST A DISTANCE OF 6.22 FEET TO A POINT; THENCE RUN SOUTH 42°24'33" EAST A DISTANCE OF 53.03 FEET TO A POINT; THENCE RUN SOUTH 00°20'35" WEST A DISTANCE OF 159.59 FEET TO A POINT; THENCE RUN SOUTH 03°25'26" EAST A DISTANCE OF 20.38 FEET TO A POINT; THENCE RUN SOUTH 13°50'50" EAST A DISTANCE OF 56.91 FEET TO A POINT; THENCE RUN SOUTH 15°47'03" EAST A DISTANCE OF 78.13 FEET TO A POINT; THENCE RUN SOUTH 16°32'18" EAST A DISTANCE OF 37.57 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 7, THENCE RUN SOUTH 16°32'18" EAST A DISTANCE OF 41.00 FEET TO A POINT; THENCE RUN SOUTH 17°19'43" EAST A DISTANCE OF 22.41 FEET TO A POINT; THENCE RUN SOUTH 19°24'07" EAST A DISTANCE OF 39.04 FEET TO A POINT; THENCE RUN SOUTH 40°01'13" EAST A DISTANCE OF 19.16 FEET TO A POINT; THENCE RUN SOUTH 46°09'27" EAST A DISTANCE OF 39.90 FEET TO A POINT; THENCE RUN SOUTH 50°57'46" EAST A DISTANCE OF 119.24 FEET TO A POINT; THENCE RUN SOUTH 78°45'07" EAST A DISTANCE OF 153.62 FEET TO A POINT; THENCE RUN NORTH 55°17'14" EAST A DISTANCE OF 133.30 FEET TO A POINT; THENCE RUN NORTH 56°56'14" EAST A DISTANCE OF 299.31 FEET TO A POINT; THENCE RUN NORTH 64°31'26" EAST A DISTANCE OF 14.83 FEET TO A POINT; THENCE RUN NORTH 89°58'24" EAST A DISTANCE OF 23.75 FEET TO A POINT; THENCE RUN NORTH 00°00'00" EAST A DISTANCE OF 4.80 FEET TO A POINT; THENCE RUN NORTH 90°00'00" EAST A DISTANCE OF 10.00 FEET TO A POINT; THENCE RUN SOUTH 00°03'24" EAST A DISTANCE OF 4.78 FEET TO A POINT; THENCE RUN NORTH 89°56'36" EAST A DISTANCE OF 134.06 FEET TO A POINT; THENCE RUN SOUTH 88°49'44" EAST A DISTANCE OF 145.90 FEET TO A POINT; THENCE RUN SOUTH 88°47'01" EAST A DISTANCE OF 119.18 FEET TO A POINT; THENCE RUN NORTH 89°28'52" EAST A DISTANCE OF 135.53 FEET TO A POINT; THENCE RUN SOUTH 88°08'38" EAST A DISTANCE OF 117.77 FEET TO A POINT; THENCE RUN NORTH 89°40'51" EAST A DISTANCE OF 116.77 FEET TO A POINT; THENCE RUN NORTH 89°52'56" EAST A DISTANCE OF 125.49 FEET TO A POINT; THENCE RUN SOUTH 89°23'46"

EAST A DISTANCE OF 160.76 FEET TO A POINT; THENCE RUN SOUTH 89°38'44" EAST A DISTANCE OF 80.01 FEET TO A POINT; THENCE RUN SOUTH 89°35'06" EAST A DISTANCE OF 54.52 FEET TO A POINT; THENCE RUN NORTH 00°00'00" EAST A DISTANCE OF 5.00 FEET TO A POINT; THENCE RUN NORTH 90°00'00" EAST A DISTANCE OF 10.00 FEET TO A POINT; THENCE RUN SOUTH 00°00'00" EAST A DISTANCE OF 5.00 FEET TO A POINT; THENCE RUN SOUTH 89°45'59" EAST A DISTANCE OF 49.02 FEET TO A POINT; THENCE RUN NORTH 88°24'03" EAST A DISTANCE OF 70.54 FEET TO A POINT; THENCE RUN SOUTH 89°27'03" EAST A DISTANCE OF 39.27 FEET TO A POINT; THENCE RUN NORTH 89°13'16" EAST A DISTANCE OF 1011.10 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF A TRACT OF LAND OWNED BY THE CITY OF ORANGE BEACH, ALSO BEING THE EAST MOST LINE OF BALDWIN COUNTY (ALABAMA) REVENUE TAX PARCEL NUMBER 65-03-07-0-000-002.001; THENCE RUN SOUTH 00°36'49" EAST ALONG SAID EAST LINE A DISTANCE OF 10.00 FEET TO A POINT; THENCE LEAVING SAID EAST LINE RUN SOUTH 89°13'16" WEST A DISTANCE OF 101.19 FEET TO A POINT; THENCE RUN NORTH 89°27'03" WEST A DISTANCE OF 39.20 FEET TO A POINT; THENCE RUN SOUTH 88°24'03" WEST A DISTANCE OF 70.51 FEET TO A POINT; THENCE RUN NORTH 89°47'17" WEST A DISTANCE OF 54.17 FEET TO A POINT; THENCE RUN NORTH 89°37'12" WEST A DISTANCE OF 59.56 FEET TO A POINT; THENCE RUN NORTH 89°38'44" WEST A DISTANCE OF 80.02 FEET TO A POINT; THENCE RUN NORTH 89°23'46" WEST A DISTANCE OF 160.72 FEET TO A POINT; THENCE RUN SOUTH 89°52'56" WEST A DISTANCE OF 125.41 FEET TO A POINT; THENCE RUN SOUTH 89°40'51" WEST A DISTANCE OF 116.94 FEET TO A POINT; THENCE RUN NORTH 88°08'38" WEST A DISTANCE OF 117.75 FEET TO A POINT; THENCE RUN SOUTH 89°28'52" WEST A DISTANCE OF 135.47 FEET TO A POINT; THENCE RUN NORTH 88°47'01" WEST A DISTANCE OF 119.29 FEET TO A POINT; THENCE RUN NORTH 89°11'27" WEST A DISTANCE OF 145.73 FEET TO A POINT; THENCE RUN NORTH 89°53'08" WEST A DISTANCE OF 48.23 FEET TO A POINT; THENCE RUN NORTH 89°42'17" WEST A DISTANCE OF 90.91 FEET TO A POINT; THENCE RUN NORTH 87°43'27" WEST A DISTANCE OF 25.97 FEET TO A POINT; THENCE RUN SOUTH 62°07'15" WEST A DISTANCE OF 12.67 FEET TO A POINT; THENCE RUN SOUTH 56°55'43" WEST A DISTANCE OF 298.59 FEET TO A POINT; THENCE RUN SOUTH 55°17'10" WEST A DISTANCE OF 126.01 FEET TO A POINT; THENCE RUN SOUTH 34°46'04" EAST A DISTANCE OF 21.64 FEET TO A POINT; THENCE RUN SOUTH 54°58'11" WEST A DISTANCE OF 10.00 FEET TO A POINT; THENCE RUN NORTH 34°47'12" WEST A DISTANCE OF 21.69 FEET TO A POINT; THENCE RUN SOUTH 55°17'10" WEST A DISTANCE OF 1.31 FEET TO A POINT; THENCE RUN NORTH 78°20'32" WEST A DISTANCE OF 162.52 FEET TO A POINT; THENCE RUN NORTH 50°57'46" WEST A DISTANCE OF 119.65 FEET TO A POINT; THENCE RUN NORTH 46°12'27" WEST A DISTANCE OF 40.53 FEET TO A POINT; THENCE RUN NORTH 40°01'13" WEST A DISTANCE OF 21.85 FEET TO A POINT; THENCE RUN NORTH 19°23'51" WEST A DISTANCE OF 41.21 FEET TO A POINT; THENCE RUN NORTH 17°19'19" WEST A DISTANCE OF 22.50 FEET TO A POINT; THENCE RUN NORTH 16°32'18" WEST A DISTANCE OF 44.02 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 6; THENCE RUN NORTH 16°32'18" WEST A DISTANCE OF 34.68 FEET TO A POINT; THENCE RUN NORTH 15°47'03" WEST A DISTANCE OF 78.37 FEET TO A POINT; THENCE RUN NORTH 13°52'36" WEST A DISTANCE OF 57.83 FEET TO A POINT; THENCE RUN NORTH 00°07'06" WEST A DISTANCE OF 177.75 FEET TO A POINT; THENCE RUN NORTH 42°24'33" WEST A DISTANCE OF 52.38 FEET TO A POINT; THENCE RUN NORTH 06°15'30" WEST A DISTANCE OF 10.02 FEET TO A POINT; THENCE RUN NORTH 00°07'23" WEST A DISTANCE OF 124.15 FEET TO A POINT; THENCE RUN NORTH 89°42'39" WEST A DISTANCE OF 88.43 FEET TO A POINT; THENCE RUN NORTH 89°25'31" WEST A DISTANCE OF 39.75 FEET TO A POINT; THENCE RUN NORTH 87°18'47" WEST A DISTANCE OF 120.57 FEET TO A POINT; THENCE RUN NORTH 86°59'52" WEST A DISTANCE OF 87.19 FEET TO A POINT; THENCE RUN SOUTH 03°19'59" WEST A DISTANCE OF 125.85 FEET TO A POINT; THENCE RUN SOUTH 00°23'17" WEST A DISTANCE OF 119.36 FEET TO A POINT; THENCE RUN SOUTH 00°48'31" WEST A DISTANCE OF 281.92 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 7; THENCE RUN SOUTH 00°00'44" WEST A DISTANCE OF 36.54 FEET TO A POINT; THENCE RUN SOUTH 42°42'44" WEST A DISTANCE OF 12.85 FEET TO A POINT; THENCE RUN NORTH 89°24'32" WEST A DISTANCE OF 26.01 FEET TO A POINT; THENCE RUN NORTH 00°02'30" WEST A DISTANCE OF 9.89 FEET TO THE POINT OF BEGINNING.

See sketch of the Utility Easement attached as Exhibit "A" hereto.

The easement, rights and privileges herein granted shall be used for the purpose of installing, constructing, operating, using, repairing, maintaining, replacing, improving and removing pipes, equipment, related water utility facilities and appurtenances.

In addition to the easement, rights and privileges herein conveyed, Grantee shall have the right to use so much of the surface of the above-described property of Grantor adjoining the above-described property as may be reasonably necessary to install, construct, operate, use, repair, maintain, replace, improve and remove pipes, equipment, related water utility facilities or appurtenances within the easement granted.

Grantor expressly agrees that any improvements made by Grantor on, over, through, upon, across or under said easement must be first approved by the Grantee's engineer so as not to be injurious to the integrity of the pipes, equipment, related water utility facilities or appurtenances or of the rights of the Grantee herein granted to install, construct, operate, use, repair, maintain, replace, improve and remove such pipes, equipment, related water utility facilities or appurtenances.

Grantee shall have the right to remove any improvements located on the above-described property to install, construct, operate, use, repair, maintain, replace, improve or remove such pipes, equipment, related water utilities facilities and appurtenances.

The above rights and privileges reserved shall be perpetual and run with the land described unless expressly released in writing by Grantee.

This instrument shall be binding on, and shall inure to the benefit of, the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on this the _____ day of _____, 2023.

THE CITY OF ORANGE BEACH, ALABAMA

By: _____

Its: _____

ATTEST:

RENEE EBERLY

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

Given under my hand and Notarial Seal hereto affixed by me on this ____ day of _____, _____.

Notary Public, Baldwin County
State of Alabama

ADDRESS OF GRANTOR:
4099 Orange Beach Boulevard
PO Box 458
Orange Beach, Alabama 36561

ADDRESS OF GRANTEE:
Post Office Box 247
Orange Beach, Alabama 36561

This instrument prepared by:

SHAWN T. ALVES of

STONE CROSBY, P.C.
8820 U.S. Highway 90
Daphne, Alabama 36526
(P) 251-626-6696

The preparation of this document does not constitute an examination of title as to the property described herein. The above attorney has not made a title examination, unless reflected by separate documents signed by the attorney. The description of the real property used in this document was provided to the above attorney by the Grantor and/or the Grantee and is not based on an historical examination of the title by the above attorney. The above attorney makes no representation or warranty as to the accuracy of the description or as to the number of acres conveyed, the boundaries of the land or otherwise.

LAUDER LANE TO COLLEGIATE LANE
WATER MAIN IMPROVEMENTS
ORANGE BEACH WATER AUTHORITY
GMC PROJECT NO. CMOR 190370

INDEX TO DRAWINGS		
CIVIL		
SHEET NO.	SEQ. NO.	DESCRIPTION
1	COVER	TITLE SHEET & VICINITY MAP
2	G-000	LEGEND & ABBREVIATIONS
3	G-003	PROJECT NOTES
4	G-001	OVERALL PROJECT MAP
5	C-301	WATER MAIN PLAN (STA. 0 + 00 - 24 + 00)
6	C-302	WATER MAIN PLAN (STA. 24 + 00 - 60 + 93)
7	C-303	WATER MAIN PLAN (STA. 60 + 93 - 83 + 26)
8	G-601	EROSION CONTROL PLAN (STA. 0 + 00 - 24 + 00)
9	G-602	EROSION CONTROL PLAN (STA. 24 + 00 - 60 + 93)
10	G-603	EROSION CONTROL PLAN (STA. 60 + 93 - 83 + 26)
11	G-901	WATER & TRENCH DETAILS
12	G-902	WATER & TRENCH DETAILS
13	G-903	EROSION CONTROL DETAILS
14	G-904	TRAFFIC CONTROL DETAILS



RECORD
DRAWINGS

AS BUILT RECORD DRAWING BASED
INFORMATION FURNISHED BY THE
CONTRACTOR & OWNER

GMC

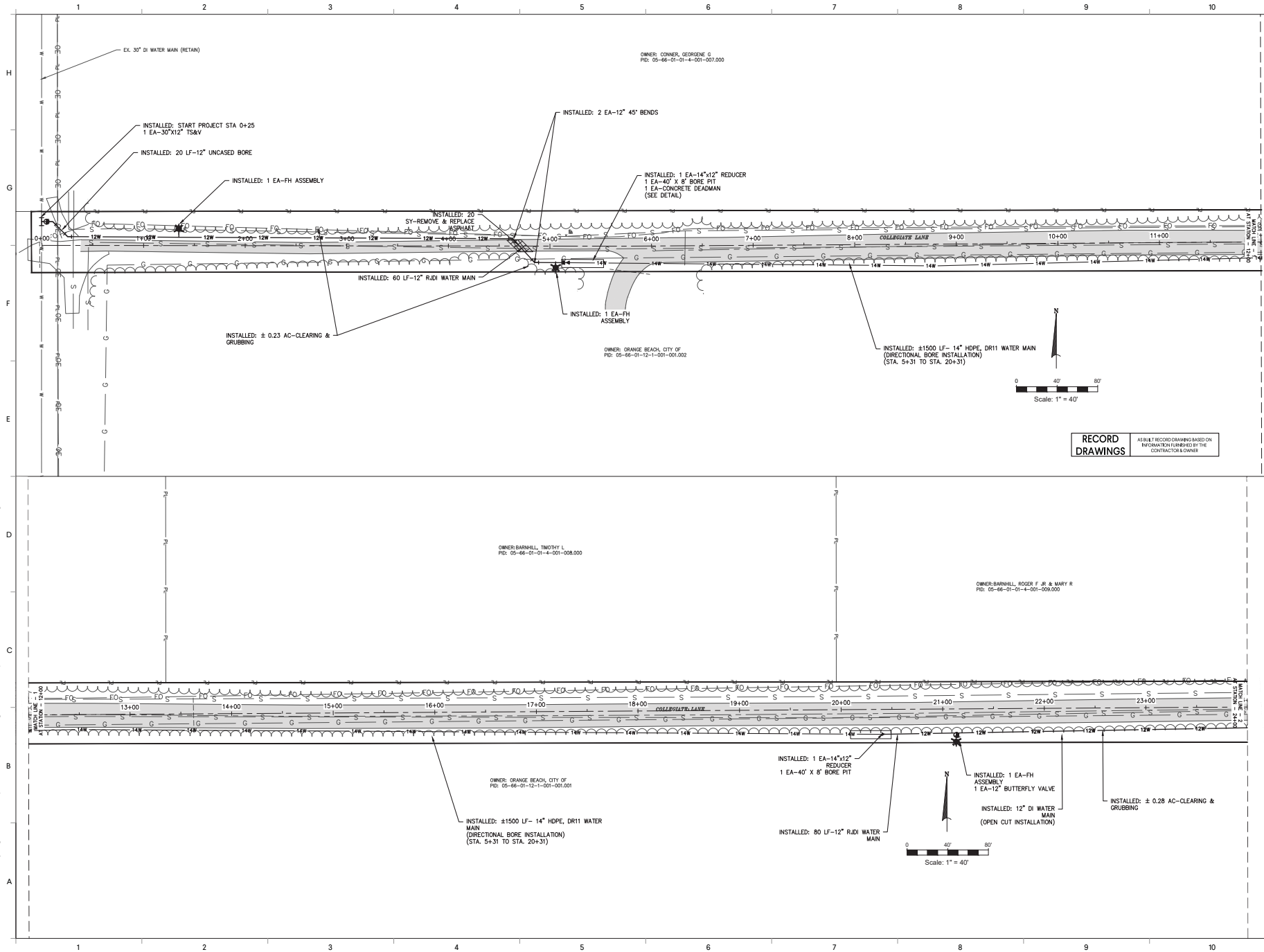
BUILDING COMMUNITIES

GOODWYN MILLS CAWOOD

11 North Water Street, Suite 15250 | Mobile, AL 36602
Tel 251.460.4006 | GMCNETWORK.COM

APPROVED
PROFESSIONAL ENGINEER NO.

DRAWING FILE: T:\Mobile\CH2M Hill\Orange Beach Water Main Improvements\DWG\LAUDER LN TO COLLEGIATE LN\LAUDER LN TO COLLEGIATE LN.dwg
DRAWING DATE: 05/26/2023
DRAWING TIME: 10:00 AM
DRAWING USER: J.D./J.L.



11 North Water Street, Suite 15250
Mobile, AL 36602
T 251.460.4006
GMCNETWORK.COM

ISSUE	DATE
BID SET	07/26/2022
CONSTRUCTION PERMIT	08/02/2022
RECORD DRAWING	05/26/2023
DRAWN BY:	J.D./J.L.
CHECKED BY:	N.M.

LAUDER LN TO COLLEGIATE LN
WATER MAIN IMPROVEMENTS
FOR THE ORANGE BEACH WATER AUTHORITY

GMC Project #190310

WATER MAIN PLAN
STA. 0+00 - 24+00

C-301

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF
COOPERATIVE MAINTENANCE AGREEMENTS AND A PERMIT APPLICATION
WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION FOR
DRAINAGE INLETS AND A PEDESTRIAN PAD WITHIN THE
STATE HIGHWAY 182 RIGHT-OF-WAY**

FINDINGS:

1. The purpose of these agreements and the grading permit application is for the City of Orange Beach to construct a pedestrian crossing concrete pad and become the maintaining entity of the newly constructed drainage inlets and concrete pedestrian pad located within State Highway 182 associated with the CoastAL Beach Development located at 25722 Perdido Beach Boulevard.
2. The purpose of the drainage inlets is to collect State Highway 182 road runoff and convey to an onsite exfiltration stormwater management facility, alleviating flooding within the state highway.
3. The concrete pedestrian pad at the north side of the state highway pedestrian crossing to the west of the CoastAL access is needed for compliance with handicap accessibility requirements.
4. The City of Orange Beach will provide maintenance of the inlets and pedestrian pad and be responsible for the associated cost of the maintenance.
5. After having reviewed said agreements (attached Exhibit A), 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 grading permit application and agreements for the construction and maintenance of the pedestrian pad and maintenance of the drainage inlets in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the Alabama Department of Transportation (ALDOT) 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 11th DAY OF JULY, 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 July 11, 2023.

City Clerk

ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR THE COOPERATIVE MAINTENANCE
OF PUBLIC RIGHT OF WAY

County _____

Route Number _____

Milepost _____

Resolution Number _____

Associated Permits and/or Documents _____

FOR OFFICIAL USE ONLY

DATE RECEIVED FROM APPLICANT: ____/____/____

PERMIT NUMBER: _____

THIS AGREEMENT, entered into this the ____ day of _____, 20____, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and _____, in an effort to provide maintenance within the city limits of _____ along Route _____, the _____ agrees to maintain _____

_____ in the ALDOT right-of-way from milepost ____ to ____.

All maintenance shall conform to standards and specifications of ALDOT and the ALDOT approved version of the national Manual on Uniform Traffic Control Devices. Any future proposed work not described in this agreement or any associated agreements shall be requested by permit and is subject to approval by ALDOT. It is furthermore understood by the parties that the map attached hereto describes the current situation. The parties understand that this agreement and the plans attached hereto may be amended by the mutual agreement of the parties.

In accepting the above, ALDOT and APPLICANT agree to do the following:

1. Adequate sight distances must be maintained for maximum public safety; otherwise ALDOT reserves the right to remedy this situation in the most expedient manner.
2. ALDOT is not responsible for the safety of the individual involved or taking part in this work during maintenance operations.
3. If ALDOT construction (repair of drainage and traffic structures, crossovers and other minor construction) is done in the subject area, it will be the responsibility of ALDOT to establish a stand of vegetative cover if deemed necessary by ALDOT and then the APPLICANT'S responsibility to maintain the vegetative cover as stipulated herein. In the event of major construction in the subject area, this Agreement shall be voided at a time designated by ALDOT.

4. Any proposed work, whether being performed or accomplished, that is described within or with any associated proposal is subject to the inspection and approval of ALDOT. Should the APPLICANT fail to conform to the provisions of the Agreement, such failure shall be grounds for termination and shall be cause for ALDOT to assume the maintenance at the APPLICANT's expense and/or remove the work and restore the right-of-way to ALDOT's discretion at the expense of the APPLICANT. The APPLICANT agrees to pay ALDOT all such costs as a result. ALDOT shall provide thirty (30) days notice, in writing, or any termination.

5. A copy of this Agreement must be kept by all parties that sign the Agreement. The State of Alabama does not grant APPLICANT any right, title, or claim on any highway right-of-way.

6. The APPLICANT agrees to store no equipment, materials, or debris of any kind on the shoulders of pavement and in the case of multi-lane highways, in the median strips. The pavement will be kept free from waste and equipment.

7. This Agreement is executed with the understanding that it is not valid until the APPLICANT has complied with all existing ordinances, laws and zoning boards that have jurisdiction in the county, city, or municipality.

8. The APPLICANT may perform any herbicide treatments necessary to maintain the appearance of the roadside with written permission from ALDOT. This includes but is not limited to concrete islands, median barriers, curbs, and other structures. Herbicide treatments shall conform to the guidelines found in the current edition of *Chapter IV: ALDOT Herbicide Treatment Recommendations*. Treatments shall be applied by an individual in possession of a current Commercial Applicator Permit (ROW category) issued by the Alabama Department of Agriculture & Industries. Daily application reports shall be made available for review by ALDOT upon request.

9. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

_____ If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

_____ If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

_____ If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term of its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

10. The APPLICANT agrees to provide pruning and/or trimming of plants in any existing or newly landscaped areas.

11. No new installation or removal of plantings is allowed on the right-of-way under this agreement.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the ____ day of _____, 20____.

WITNESS:

Legal Name of Applicant

By: _____

Authorized Signature and Title for Applicant

Typed or Printed Name of Signee

Telephone Number

Address Line 1

Contact Email Address

Address Line 2

FOR OFFICIAL USE ONLY

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AS TO CONTENT AND FORM:

BY: _____

Chief Counsel (Printed)

Signature

Date

RECOMMENDED FOR APPROVAL:

DISTRICT: _____

Printed Name

Signature

Date

AREA: _____

Printed Name

Signature

Date

REGION: _____

Printed Name

Signature

Date

APPROVED:

**ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION
DIRECTOR**

(PLEASE CHECK APPROPRIATE BOX)

- ☐ CENTRAL OFFICE
- ☐ REGION
- ☐ AREA
- ☐ DISTRICT

By: _____

Printed Name

Signature

Date

ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR THE COOPERATIVE MAINTENANCE
OF PUBLIC RIGHT OF WAY

County _____

Route Number _____

Milepost _____

Resolution Number _____

Associated Permits and/or Documents _____

FOR OFFICIAL USE ONLY

DATE RECEIVED FROM APPLICANT: ____/____/____

PERMIT NUMBER: _____

THIS AGREEMENT, entered into this the ____ day of _____, 20____, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and _____, in an effort to provide maintenance within the city limits of _____ along Route _____, the _____ agrees to maintain _____

_____ in the ALDOT right-of-way from milepost ____ to ____.

All maintenance shall conform to standards and specifications of ALDOT and the ALDOT approved version of the national Manual on Uniform Traffic Control Devices. Any future proposed work not described in this agreement or any associated agreements shall be requested by permit and is subject to approval by ALDOT. It is furthermore understood by the parties that the map attached hereto describes the current situation. The parties understand that this agreement and the plans attached hereto may be amended by the mutual agreement of the parties.

In accepting the above, ALDOT and APPLICANT agree to do the following:

1. Adequate sight distances must be maintained for maximum public safety; otherwise ALDOT reserves the right to remedy this situation in the most expedient manner.
2. ALDOT is not responsible for the safety of the individual involved or taking part in this work during maintenance operations.
3. If ALDOT construction (repair of drainage and traffic structures, crossovers and other minor construction) is done in the subject area, it will be the responsibility of ALDOT to establish a stand of vegetative cover if deemed necessary by ALDOT and then the APPLICANT'S responsibility to maintain the vegetative cover as stipulated herein. In the event of major construction in the subject area, this Agreement shall be voided at a time designated by ALDOT.

4. Any proposed work, whether being performed or accomplished, that is described within or with any associated proposal is subject to the inspection and approval of ALDOT. Should the APPLICANT fail to conform to the provisions of the Agreement, such failure shall be grounds for termination and shall be cause for ALDOT to assume the maintenance at the APPLICANT's expense and/or remove the work and restore the right-of-way to ALDOT's discretion at the expense of the APPLICANT. The APPLICANT agrees to pay ALDOT all such costs as a result. ALDOT shall provide thirty (30) days notice, in writing, or any termination.

5. A copy of this Agreement must be kept by all parties that sign the Agreement. The State of Alabama does not grant APPLICANT any right, title, or claim on any highway right-of-way.

6. The APPLICANT agrees to store no equipment, materials, or debris of any kind on the shoulders of pavement and in the case of multi-lane highways, in the median strips. The pavement will be kept free from waste and equipment.

7. This Agreement is executed with the understanding that it is not valid until the APPLICANT has complied with all existing ordinances, laws and zoning boards that have jurisdiction in the county, city, or municipality.

8. The APPLICANT may perform any herbicide treatments necessary to maintain the appearance of the roadside with written permission from ALDOT. This includes but is not limited to concrete islands, median barriers, curbs, and other structures. Herbicide treatments shall conform to the guidelines found in the current edition of *Chapter IV: ALDOT Herbicide Treatment Recommendations*. Treatments shall be applied by an individual in possession of a current Commercial Applicator Permit (ROW category) issued by the Alabama Department of Agriculture & Industries. Daily application reports shall be made available for review by ALDOT upon request.

9. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

_____ If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

_____ If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

_____ If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term of its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

10. The APPLICANT agrees to provide pruning and/or trimming of plants in any existing or newly landscaped areas.

11. No new installation or removal of plantings is allowed on the right-of-way under this agreement.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the ____ day of _____, 20____.

WITNESS:

Legal Name of Applicant

By: _____

Authorized Signature and Title for Applicant

Typed or Printed Name of Signee

Telephone Number

Address Line 1

Contact Email Address

Address Line 2

FOR OFFICIAL USE ONLY

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AS TO CONTENT AND FORM:

BY: _____

Chief Counsel (Printed)

Signature

Date

RECOMMENDED FOR APPROVAL:

DISTRICT: _____

Printed Name

Signature

Date

AREA: _____

Printed Name

Signature

Date

REGION: _____

Printed Name

Signature

Date

APPROVED:

**ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION
DIRECTOR**

(PLEASE CHECK APPROPRIATE BOX)

- ☐ CENTRAL OFFICE
- ☐ REGION
- ☐ AREA
- ☐ DISTRICT

By: _____

Printed Name

Signature

Date

**ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR GRADING AND/OR LANDSCAPING
ON RIGHT OF WAY**

County _____

Route Number _____

Milepost _____

FOR OFFICIAL USE ONLY

DATE RECEIVED FROM APPLICANT: ____/____/____

PERMIT NUMBER: _____

Bonding Agency _____ Bond Number _____

Associated Permits and/or Documents _____

THIS AGREEMENT is entered into this the ____ day of _____, 20____, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and _____, hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT proposes to grade and/or landscape ALDOT Right of Way located and described as follows: _____

NOW, THEREFORE, in order to preserve the right-of-way in an appropriate functional condition it is agreed between the parties hereto as follows:

1. All grading on the right-of-way will be confined to and coextensive with the limits of the APPLICANT's own property which is adjacent to and coextensive with the right-of-way.
2. All work shall be subject to the inspection and approval of ALDOT and located as shown on the approved plans previously submitted to ALDOT which are hereby made a part of this Agreement by reference.
3. A copy of the Agreement and the plans will be kept at the site of work, at all times, by the APPLICANT.
4. ALDOT does not grant the APPLICANT any right, title, or claim to any highway right-of-way.

5. The APPLICANT will not store material, excess dirt, or equipment on the shoulders or pavement and in event of multi-lane highways, in the median strips. The pavement will be kept free by the APPLICANT from mud and from excavation waste from trucks or other equipment. On completion of the work, all excess material will be removed from the right-of-way by the APPLICANT.

6. All disturbed areas shall be top-soiled and re-vegetated by the APPLICANT in accordance with the standard specifications of ALDOT.

7. In accomplishment of the work by the APPLICANT, no drainage structures or channels will be changed or altered other than as shown on the plans.

8. In no case shall post development drainage from beyond the ROW Limits, directed toward the roadway, be greater than the pre-construction runoff nor shall the post development increase the runoff within the ROW. Should the post development drainage increase to unacceptable levels, the property owner shall restore drainage to the pre-construction levels and restore the ROW to pre-construction conditions.

9. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part of this permit by reference.

10. The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

The APPLICANT will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of storm-water construction requirements. In the event a NOI is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

11. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

12. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part of this permit by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the APPLICANT shall keep a copy of such ticket at the site of work.

13. The APPLICANT will provide all necessary and adequate safety precautions such as signs, flags, lights, barricades, and flagmen in accordance with the national Manual on Uniform Traffic Control Devices, of record in ALDOT.

14. If hazardous material is encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous material and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous material encountered.

15. Any utility adjustment will be by agreement between the APPLICANT and the Utility, and any such agreement shall be subject to the approval of ALDOT.

16. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within one year from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

17. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the APPLICANT and the APPLICANT agrees to pay ALDOT all such costs as a result.

18. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one year period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

19. The APPLICANT will file with ALDOT an acceptable certified check or bond in the penal amount of \$_____ (Bond Number: _____) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 16. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms.

20. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term of its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

If the applicant is not a county, incorporated municipality, or state governmental agency or institution then:

The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

21. This agreement when executed will not be valid or binding until the APPLICANT has complied with all existing ordinances, laws, and zoning boards that have jurisdiction in the county, city, or municipality in which the facilities are located.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the ____ day of _____, 20____.

WITNESS:

Legal Name of Applicant

By: _____
Authorized Signature and Title for Applicant

Typed or Printed Name of Signee

Address Line 1

Address Line 2

Telephone Number

FOR OFFICIAL USE ONLY

RECOMMENDED FOR APPROVAL:

DISTRICT:	_____ Printed Name	_____ Signature	_____ Date
AREA:	_____ Printed Name	_____ Signature	_____ Date
REGION:	_____ Printed Name	_____ Signature	_____ Date

APPROVED:
ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION
DIRECTOR

(PLEASE CHECK APPROPRIATE BOX)

- ☐ CENTRAL OFFICE
- ☐ REGION
- ☐ AREA
- ☐ DISTRICT

By: _____
Printed Name Signature Date