



REGULAR CITY COUNCIL MEETING AGENDA

Performing Arts Center

Tony Kennon, Mayor
Jeff Boyd, Chairman Pro- Tem
Annette Mitchel, Council
Jerry Johnson, Council
Jeff Silvers, Council
Joni Blalock, Council

Ford Handley, City Administrator
Renee Eberly, City Clerk
Jamie Logan, City Attorney

- I. Call To Order
- II. Invocation
- III. Pledge Of Allegiance
- IV. Roll Call
- V. Consideration Of Agenda
- VI. Consideration Of Previous Minutes
 - A. Regular Council Meeting 01/17/2023

Documents:

[2023.01.17 COUNCIL MINUTES.PDF](#)

- B. Committee Of The Whole 01/17/2023

Documents:

[2023.01.17 COW MINUTES.PDF](#)

- VII. Reports Of Officers / Committees
- VIII. Auditing Of Accounts

A. Vendor Checks

Documents:

[2023.03.01 VENDOR CHECKS.PDF](#)

IX. Presentations

X. Recognitions

XI. Unfinished Business

A. Miscellaneous

B. Resolutions

1. Approval Of 2021 Audited Financials.

Documents:

[2022.12.13 FY2021 AUDIT DRAFT.PDF](#)

C. Ordinances

1. Second Reading - Ordinance Amending Ordinance No. 172, The Zoning Ordinance, Case No. 1203-PUD-22, Romar Beach Hotel PUD.

Documents:

[2023-XXXX AMD 172 1203-PUD-22 ROMAR BEACH HOTEL.PDF](#)

2. Second Reading - Ordinance Amending Ordinance No. 172, The Zoning Ordinance, Case No. 1207-ZT-22, Article 15, Temporary Residential Real Estate Signs.

Documents:

[2023-XXXX AMD 172 1207-ZT-22 SEC 15.0702 15.0902 TEMPORARY RESIDENTIAL REAL ESTATE SIGNS.PDF](#)

XII. New Business

A. Miscellaneous

1. Approval Of A Lounge Retail Liquor Class I License Application By SanBar, LLC, For SanBar, 4851 Wharf Parkway, Suite D132.

Documents:

[2023.02.08 ABC APPLICATION - SANBAR.PDF](#)

2. Approval Of A Restaurant Retail Liquor License Application By KOL Italian Of Orange Beach, LLC, For Ristorante Carmelo, 25747 Perdido Beach Boulevard.

Documents:

[2023.02.24 ABC APPLICATION - RISTORANTE CARMELO.PDF](#)

B. Resolutions

1. Resolution Appropriating Funds To The Zoo Foundation, Inc., To Sponsor The Alabama Gulf Coast Zoo In The Amount Of \$50,000 For FY2023.

Documents:

[03-01-23 23-XXX APPROPRIATE FUNDS ALABAMA GULF COAST ZOO ANNUAL SPONSORSHIP.PDF](#)
[2023.01.05 LETTER - ALABAMA GULF COAST ZOO ANNUAL SPONSORSHIP FY2023.PDF](#)

2. Resolution Authorizing The Purchase Of Archive Storage Mobile Shelving For The Administration Department Through Sourcewell In The Amount Of \$66,023.83.

Documents:

[03-01-23 23-XXX AUTHORIZE PURCHASE ARCHIVE STORAGE MOBILE SHELVING SOURCEWELL.PDF](#)
[2023.01.24 QUOTE - ADMIN - PATTERSON POPE ARCHIVE STORAGE MOBILE SHELVING.PDF](#)

3. Resolution Amending Resolution No. 22-024 Appointing New Members And Reappointing Existing Members To The Legislative Review Committee.

Documents:

[03-01-23 23-XXX APPOINT LEGISLATIVE REVIEW COMMITTEE.PDF](#)

4. Resolution Authorizing Execution Of License, Usage, And Lease Agreements With The Orange Beach City Board Of Education.

Documents:

[03-01-23 23-XXX AUTHORIZE LICENSE USAGE LEASE AGREEMENTS ORANGE BEACH CITY SCHOOLS OBBOE.PDF](#)
[2023.02.03 ORANGE BEACH CITY SCHOOLS OBBOE - LEASE AGREEMENT 4544 ORANGE BEACH BLVD.PDF](#)
[2023.02.03 ORANGE BEACH CITY SCHOOLS OBBOE - LEASE AGREEMENT DIGITAL MARQUEE SIGN.PDF](#)
[2023.02.03 ORANGE BEACH CITY SCHOOLS OBBOE - LEASE AGREEMENT FUELING EQUIPMENT AREA.PDF](#)
[2023.02.03 ORANGE BEACH CITY SCHOOLS OBBOE - LICENSE AGREEMENT ELEMENTARY SCHOOL OBES.PDF](#)
[2023.02.03 ORANGE BEACH CITY SCHOOLS OBBOE - LICENSE AGREEMENT FIRE STATION.PDF](#)
[2023.02.03 ORANGE BEACH CITY SCHOOLS OBBOE - LICENSE AGREEMENT K-4 EXPECT EXCELLENCE.PDF](#)
[2023.02.03 ORANGE BEACH CITY SCHOOLS OBBOE - LICENSE AGREEMENT PERFORMING ARTS CENTER.PDF](#)
[2023.02.03 ORANGE BEACH CITY SCHOOLS OBBOE - USAGE AGREEMENT PASSENGER VEHICLE.PDF](#)
[2023.02.03 ORANGE BEACH CITY SCHOOLS OBBOE - USAGE AGREEMENT SCHOOL BUSES.PDF](#)

5. Resolution Awarding The Annual Bid For Dumpster Services To BFI Waste Services, LLC, DbA Republic Services, Per Unit Pricing.

Documents:

[03-01-23 23-XXX AWARD ANNUAL BID DUMPSTER SERVICES.PDF](#)
[2023-0217 DUMPSTER SERVICES - UNIT PRICE BID TAB.PDF](#)

6. Resolution Awarding The Annual Bid For Roll-Off Container Services To BCC Waste Solutions, LLC, DbA Baldwin Container Company, Per Unit Pricing.

Documents:

[03-01-23 23-XXX AWARD ANNUAL BID ROLL-OFF CONTAINER SERVICES.PDF](#)
[2023-0218 ROLL-OFF CONTAINER SERVICES - UNIT PRICE BID TAB.PDF](#)

7. Resolution Awarding The Bid For Canoe Trail Post-Hurricane Sally Repairs To Southern Justice Marine & Sales LLC In An Amount Not To Exceed \$257,385.

Documents:

[03-01-23 23-XXX AWARD BID CANOE TRAIL POST-HURRICANE SALLY REPAIRS.PDF](#)
[2023-0216 CANOE TRAIL POST-HURRICANE SALLY REPAIRS - CERTIFIED BID TAB.PDF](#)
[2023-0216 CANOE TRAIL POST-HURRICANE SALLY REPAIRS - ENGINEER RECOMMENDATION.PDF](#)

8. Resolution Authorizing The City Of Orange Beach To Join The State Of Alabama And Other Local Governments As A Participant In Opioid Settlements.

Documents:

[03-01-23 23-XXX AUTHORIZE PARTICIPATION OPIOID SETTLEMENTS WALMART CVS ALLERGAN TEVA WALGREENS.PDF](#)
[2023.03.01 OPIOID SETTLEMENT AGREEMENTS.PDF](#)

9. Resolution Authorizing Execution Of The South Alabama Mutual Assistance Agreement.

Documents:

[03-01-23 23-XXX AUTHORIZE SOUTH ALABAMA MUTUAL ASSISTANCE AID AGREEMENT.PDF](#)
[2023.02.20 SOUTH ALABAMA MUTUAL ASSISTANCE AID AGREEMENT.PDF](#)

10. Resolution Approving A Temporary Permit For A Sales Trailer At Solis Condominium Located At 25802 Perdido Beach Boulevard.

Documents:

[03-01-23 23-XXX APPROVE TEMPORARY SALES TRAILER SOLIS CONDOMINIUM.PDF](#)
[SOLIS - MEMORANDUM MARCH 1 2023.PDF](#)
[SOLIS - SALES TRAILER DRAWINGS.PDF](#)
[SOLIS - TEMPORARY PORTABLE SALES BUILDING REQUEST - JAN 12 2023.PDF](#)
[SOLIS - TEMPORARY PORTABLE SALES BUILDING SITE PLAN - JAN 12 2023.PDF](#)
[SOLIS - TEMPORARY SALES BUILDING APPLICATION - JAN 12](#)

C. Public Hearings

D. Ordinances

1. First Reading - Ordinance Further Amending Ordinance No. 172, City Of Orange Beach Zoning Ordinance, Springhill Suites By Marriott Planned Unit Development, Preliminary And Final PUD Approval Extension.

Documents:

[2023-XXXX AMD 172 0103-PUD-22 SPRINGHILL SUITES BY MARRIOTT EXTENSION.PDF](#)
[0103-PUD-22 SPRINGHILL SUITES BY MARRIOTT PUD EXTENSION - MASTER PLAN.PDF](#)
[0103-PUD-22 SPRINGHILL SUITES BY MARRIOTT PUD EXTENSION - PROJECT OVERVIEW.PDF](#)
[0103-PUD-22 SPRINGHILL SUITES BY MARRIOTT PUD EXTENSION - REQUEST.PDF](#)
[0103-PUD-22 SPRINGHILL SUITES BY MARRIOTT PUD EXTENSION - STAFF MEMO.PDF](#)

XIII. Public Comments

XIV. Adjourn

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
JANUARY 17, 2023 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 5:01 P.M.
- II. INVOCATION** Pastor Fred Franks, Island Church
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

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

Absent: None

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Regular Council Meeting	12/06/2022
Committee of the Whole	12/06/2022
Special-Called Council Meeting	12/08/2022

The reading was waived and minutes were approved as written.

VII. REPORTS OF OFFICERS/COMMITTEES

- | | |
|---|--------------------------------------|
| A. <u>City Administrator</u> | No report. |
| B. <u>Director, Public Works – Tim Tucker</u> | No report. |
| C. <u>Director, Community Development – Kit Alexander</u> | Building Official's report attached. |
| D. <u>Chief, Police Department – Steve Brown</u> | No report. |
| E. <u>Chief, Fire Department – Mike Kimmerling</u> | No report. |
| F. <u>City Clerk – Renee Eberly</u> | No report. |
| G. <u>Director, Finance – Ford Handley</u> | No report. |
| H. <u>Parks & Recreation – Ford Handley</u> | No report. |
| I. <u>Director, Utilities – Jeff Hartley</u> | No report. |
| J. <u>Director, Coastal Resources – Phillip West</u> | No report. |
| K. <u>Librarian, Public Library – Meagan Bing</u> | No report. |
| L. <u>Director, Municipal Court – Renee Gardner</u> | No report. |
| M. <u>Director, Expect Excellence – Jonathan Langston</u> | No report. |
| N. <u>Mayor/Council</u> | |

Councilmember Mitchell invited the public to purchase tickets for the Orange Beach Garden Club's 35th Annual Game Day and Salad Luncheon on Wednesday, February 15, 2023, from 10:00 A.M. to 3:00 P.M. She recognized the Orange Beach High Schoolers who submitted poster designs for the event.

Councilmember Blalock introduced new State Representative France Holk-Jones.

VIII. AUDITING OF ACCOUNTS

Motion made (Mitchell/Silvers) to certify that cash requirements with no related interests are within budget and appropriate for payment. Vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Passed. (6-0).**

Motion made (Mitchell/Johnson) 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. Presentation of check by Baldwin EMC. Ms. Tommy Werneth and Steve Irvin of Baldwin EMC presented the City of Orange Beach with the annual franchise check. This year's check was over \$1.2 million.
2. Introduction and swearing in of new police officers. Chief Brown introduced Officers Rodney Shane Phillips, Chris White, and Ronald Ultz. Judge Chris Callaghan administered the oath of office.

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

Miscellaneous

1. Approval of 2021 Audited Financials. **Motion made (Silvers/Blalock) to postpone consideration until the next council meeting on February 7, 2023.** Vote unanimous in favor.

XII. NEW BUSINESS

Resolutions

1. Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide professional services for a new Softball and Baseball Field House at the Sportsplex in an amount not to exceed \$46,800. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor.
2. Resolution authorizing execution of a task order with McCollough Architecture, Inc., to provide professional services for the Orange Beach City Schools Central Office Building in an amount not to exceed \$89,600. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor.
3. Resolution authorizing execution of a professional services agreement with Chris Litton for various special services. **Motion made (Johnson/Boyd) to adopt the resolution.** Vote unanimous in favor.
4. Resolution authorizing execution of a task order with Watermark Design Group, LLC, to provide design, bid, and construction administration services for roof replacement at the Recreation Center and Community Center following the April 10, 2021, hailstorm in an amount not to exceed \$69,500. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor.

5. Resolution authorizing execution of a service agreement with Watchtower Solutions, Inc., for digital command software for lifeguards. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor.
6. Resolution authorizing the execution of a professional services agreement with William Beazley, D.O., for medical director services. **Motion made (Boyd/Silvers) to adopt the resolution.** Vote unanimous in favor.
7. Resolution authorizing execution of a bond agreement with the Alabama Department of Transportation for improvements to State Highway 180 right-of-way to allow for access to Fire Station No. 3. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor.
8. Resolution authorizing the purchase of a Vehicle for the Fire Department from State Bid in the amount of \$44,696. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor.
9. Resolution authorizing the approval of a variance from Chapter 30, Article VII of the City Code, entitled "Coastal Construction," to allow for dewatering by Phoenix Key, LLC. **Motion made (Boyd/Silvers) to adopt the resolution.** Vote unanimous in favor.
10. Resolution authorizing execution of a task order with Mark D. Pavey to provide professional design services for the Orange Beach Medical Plaza in an amount not to exceed \$29,366.01. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor.

Ordinances

1. First Reading – Ordinance amending Chapter 42, Article II, Division 2, Section 42-41(d) of the Code of Ordinances for the City of Orange Beach, Alabama, to adopt the 2021 International Fire Code. **Motion made (Johnson/Silvers) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, nay; Boyd, nay; Kennon, nay. **Failed. (3-3).** Ordinance will move forward to a second reading.

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:24 P.M.

APPROVED this the 1st day of March, 2023.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
JANUARY 17, 2023 – 5:24 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the February 7, 2023, agenda.

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. Request approval for a temporary sales trailer at Phoenix Key at 29010 Perdido Beach Boulevard.
2. Resolution authorizing execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide a preliminary soil study for an Event Pavilion at the Coastal Arts Center in an amount not to exceed \$3,275.
3. Resolution authorizing execution of a maintenance agreement with KONE Inc. for the elevator at the Coastal Resources Office.
4. Resolution authorizing execution of a service agreement with Allied Holdings Group, LLC, for disposal of biohazard waste for the Fire Department.
5. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1203-PUD-22, Romar Beach Hotel PUD. Public hearing set for February 7, 2023.
6. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1208-PUDA-22, Village of Tannin Minor PUD Amendment, 69 Parks Edge Front Porch Addition. Public hearing set for February 7, 2023.
7. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0106-PUD-23, Three T's Shrimping Company PUD. Public hearing set for March 21, 2023.
8. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1207-ZT-22, Article 15, Temporary Residential Real Estate Signs. Public hearing set for February 7, 2023.

Public Comments:

1. Mayor Kennon shared that he received a call from the City of Selma asking for help with FEMA. He directed city staff to assist.
2. Nicole Woerner, Coastal Resources Grants Manager, asked citizens to vote for the Hugh S. Branyon Backcountry Trail, which is in the running for USA Today's 10 Best Readers' Choice 2023 Recreational Trails.
3. Councilmember Blalock invited the public to the Friends of the Orange Beach Library Annual Book Sale and Bake Sale at the Orange Beach Public Library on January 20-21, 2023.
4. Mayor Kennon explained the purpose of the new roundabout under construction on Canal Road as being a safe place for vehicles to make a u-turn back to Doc's Seafood Restaurant and GT's on the Bay Restaurant, and to get vehicles out of the intersection of Canal Road (Highway 180) and

Orange Beach Boulevard (Highway 161). Mayor Kennon reminded everyone that the speed limit in the construction zone is 25 mph, and that the Police Department is actively writing tickets. He explained that the contractor had an employee who was struck and killed by a speeding vehicle on a different construction project a few years ago, which is why the contractor and city are taking safety very seriously.

There being no further business, the meeting adjourned.

Time: 5:34 P.M.

APPROVED this 1st day of March, 2023.

Renee Eberly
City Clerk

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2023

Check Register for 3/2/2023 to 3/2/2023 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Check Run: 5627					
*****	03/02/2023	5892 BLEVINS, JR., RICHARD D	Check	No	180.00
	Purchase Order #:	0	Voucher #: 123375	Invoice #: 2623	180.00
	Invoice Description:	REF FLG FTBL 1/30-2/04/23			
	001-300-612	PROFESSIONAL FEES			180.00
*****	03/02/2023	7870 BUTLER, WILLIAM JACKSON	Check	No	120.00
	Purchase Order #:	0	Voucher #: 123376	Invoice #: 2623	120.00
	Invoice Description:	REF FLG FTBL 1/30-2/04/23			
	001-300-612	PROFESSIONAL FEES			120.00
*****	03/02/2023	7908 DALE, DAVID J.	Check	No	335.00
	Purchase Order #:	0	Voucher #: 123377	Invoice #: 2623	335.00
	Invoice Description:	REF BSKTBL/ FLG FTBL 1/30-2/04/23			
	001-300-612	PROFESSIONAL FEES			335.00
*****	03/02/2023	8222 GOE, JR, LEE S.	Check	No	120.00
	Purchase Order #:	0	Voucher #: 123378	Invoice #: 2623	120.00
	Invoice Description:	REF BSKTBL 1/30-2/04/23			
	001-300-612	PROFESSIONAL FEES			120.00
*****	03/02/2023	7887 GRIFFITH, WARD	Check	No	235.00
	Purchase Order #:	0	Voucher #: 123379	Invoice #: 2623	235.00
	Invoice Description:	REF BSKTBL 1/30-2/04/23			
	001-300-612	PROFESSIONAL FEES			235.00
*****	03/02/2023	7906 HAMM, DARRILL LASHAUN	Check	No	435.00
	Purchase Order #:	0	Voucher #: 123380	Invoice #: 2623	435.00
	Invoice Description:	REF BSKTBL/ FLG FTBL 1/30-2/04/23			
	001-300-612	PROFESSIONAL FEES			435.00
*****	03/02/2023	6583 HART, BRAXTON TAYLOR	Check	No	80.00
	Purchase Order #:	0	Voucher #: 123381	Invoice #: 2623	80.00
	Invoice Description:	REF BSKTBL 1/30-2/04/23			
	001-300-612	PROFESSIONAL FEES			80.00
*****	03/02/2023	7246 HART, MACY ROE	Check	No	80.00
	Purchase Order #:	0	Voucher #: 123382	Invoice #: 2623	80.00
	Invoice Description:	REF BSKTBL 1/30-2/04/23			
	001-300-612	PROFESSIONAL FEES			80.00
*****	03/02/2023	7921 HOYLE, CHASE	Check	No	120.00
	Purchase Order #:	0	Voucher #: 123383	Invoice #: 2623	120.00
	Invoice Description:	REF FLG FTBL 1/30-2/04/23			
	001-300-612	PROFESSIONAL FEES			120.00
*****	03/02/2023	7922 HOYLE, SEAN	Check	No	180.00
	Purchase Order #:	0	Voucher #: 123384	Invoice #: 2623	180.00
	Invoice Description:	REF FLG FTBL 1/30-2/04/23			
	001-300-612	PROFESSIONAL FEES			180.00
*****	03/02/2023	7907 KNOWLES, RICKY	Check	No	480.00
	Purchase Order #:	0	Voucher #: 123385	Invoice #: 2623	480.00
	Invoice Description:	REF FLG FTBL/ BSKTBL 1/30-2/04/23			
	001-300-612	PROFESSIONAL FEES			480.00
*****	03/02/2023	8004 MAY, JACKSON	Check	No	40.00

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2023

Check Register for 3/2/2023 to 3/2/2023 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
	Purchase Order #: 0	Voucher #: 123386	Invoice #: 2623		40.00
	Invoice Description: REF FLG FTBL 1/30-2/04/23				
	001-300-612 PROFESSIONAL FEES				40.00
*****	03/02/2023	8239 NEDELCOFF, DAVID J	Check	No	180.00
	Purchase Order #: 0	Voucher #: 123387	Invoice #: 2623		180.00
	Invoice Description: REF BSKTBL 1/30-2/04/23				
	001-300-612 PROFESSIONAL FEES				180.00
*****	03/02/2023	7926 NEESE, AMANDA	Check	No	140.00
	Purchase Order #: 0	Voucher #: 123388	Invoice #: 2623		140.00
	Invoice Description: REF BSKTBL 1/30-2/04/23				
	001-300-612 PROFESSIONAL FEES				140.00
*****	03/02/2023	8223 NELSON, LAMARR	Check	No	120.00
	Purchase Order #: 0	Voucher #: 123389	Invoice #: 2623		120.00
	Invoice Description: REF BSKTBL 1/30-2/04/23				
	001-300-612 PROFESSIONAL FEES				120.00
*****	03/02/2023	7510 ROSSMAN, JOHN	Check	No	160.00
	Purchase Order #: 0	Voucher #: 123390	Invoice #: 2623		160.00
	Invoice Description: REF BSKTBL 1/30-2/04/23				
	001-300-612 PROFESSIONAL FEES				160.00
*****	03/02/2023	8209 SELLERS, NICHOLAS ANDREW	Check	No	215.00
	Purchase Order #: 0	Voucher #: 123391	Invoice #: 2623		215.00
	Invoice Description: REF BSKTBL 1/30-2/04/23				
	001-300-612 PROFESSIONAL FEES				215.00
Check Run 5627 Check Total					\$3,220.00
Check Run 5627 Update Only					\$0.00
Check Run 5627 Total					\$3,220.00

Check Run: 5640

*	*****	03/02/2023	7475	ACTIVE NETWORK, LLC	Check	No	600.00
		Purchase Order #:	0	Voucher #: 122987	Invoice #: 11132944		600.00
		Invoice Description:	CERT TRAINING M ANDERSON				
		001-001-630	TRAINING/TRAVEL				600.00
	*****	03/02/2023	6596	ADECA	Check	No	50.00
		Purchase Order #:	0	Voucher #: 123402	Invoice #: 230201		50.00
		Invoice Description:	JAN 2023				
		001-000-128	DUE COST FOR OTH AGENCIES				50.00
	*****	03/02/2023	109	ADEM	Check	No	125.00
		Purchase Order #:	0	Voucher #: 123460	Invoice #: 230208		125.00
		Invoice Description:	K BLACK CERT FEE				
		403-676-612	PROFESSIONAL FEES				125.00
	*****	03/02/2023	7498	ADVANCE AUTO PARTS	Check	No	3,956.30
		Purchase Order #:	0	Voucher #: 122563	Invoice #: 2819		44.86
		Invoice Description:	JD MOWER MIRROR				
		001-200-516	SUPPLIES/OPERATING				44.86
		Purchase Order #:	0	Voucher #: 122564	Invoice #: 3937		337.66
		Invoice Description:	#296 BATTERIES				
		001-100-622	RPR/MAINT VEHICLES				337.66

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2023

Check Register for 3/2/2023 to 3/2/2023 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 122565	Invoice #: 4178		93.23
Invoice Description:		STOCK LWN BTRY/ PRM GRD/ PNTRTNG OIL			
	001-200-516	SUPPLIES/OPERATING			93.23
Purchase Order #:	0	Voucher #: 122566	Invoice #: 4179		377.89
Invoice Description:		STOCK OIL/ DEF FLUID			
	404-677-510	GAS/OIL			377.89
Purchase Order #:	0	Voucher #: 122567	Invoice #: 8358		337.66
Invoice Description:		#246 BATTERIES			
	001-100-622	RPR/MAINT VEHICLES			337.66
Purchase Order #:	0	Voucher #: 122568	Invoice #: 3718A		109.18
Invoice Description:		#231 BRAKE CALIPERS			
	001-100-622	RPR/MAINT VEHICLES			109.18
Purchase Order #:	0	Voucher #: 122704	Invoice #: 3799		284.10
Invoice Description:		STK ANTFRZ/ PRM GRD/ RAD FLSH			
	001-200-516	SUPPLIES/OPERATING			142.05
	001-210-516	SUPPLIES/OPERATING			142.05
Purchase Order #:	0	Voucher #: 122705	Invoice #: 3800		135.17
Invoice Description:		DEF FLUID			
	404-677-510	GAS/OIL			135.17
Purchase Order #:	0	Voucher #: 122706	Invoice #: 3801		168.83
Invoice Description:		#374 BATTERY			
	001-410-650	AUDUBON			168.83
Purchase Order #:	0	Voucher #: 122707	Invoice #: 8764		168.83
Invoice Description:		#338 BATTERY			
	001-410-622	RPR/MAINT VEHICLES			168.83
Purchase Order #:	0	Voucher #: 122938	Invoice #: 2889		316.31
Invoice Description:		#457 OIL/ AIR FLTRS/ LUBE/ CQBLU			
	001-175-622	RPR/MAINT VEHICLES			316.31
Purchase Order #:	0	Voucher #: 122988	Invoice #: 4562		413.69
Invoice Description:		STOCK DEF FLUID/ OIL			
	404-677-510	GAS/OIL			413.69
Purchase Order #:	0	Voucher #: 123103	Invoice #: 3182		474.72
Invoice Description:		STK ANTFRZ/ BRK CLNR/ PRM GRD			
	001-200-516	SUPPLIES/OPERATING			237.36
	001-210-516	SUPPLIES/OPERATING			237.36
Purchase Order #:	0	Voucher #: 123461	Invoice #: 3421		318.52
Invoice Description:		STOCK DEF FLD/ OIL STBLZR/ FUEL TMT			
	404-677-510	GAS/OIL			318.52
Purchase Order #:	0	Voucher #: 123462	Invoice #: 3422		162.61
Invoice Description:		STK ANTFRZ/ PNTRTG OIL/ SLCN LUBE			
	001-200-516	SUPPLIES/OPERATING			162.61
Purchase Order #:	0	Voucher #: 123463	Invoice #: 4543		168.83
Invoice Description:		#429 BATTERY			
	001-175-622	RPR/MAINT VEHICLES			168.83
Purchase Order #:	0	Voucher #: 123464	Invoice #: 5036		44.21
Invoice Description:		#8705 BATTERY			
	001-210-618	RPR/MAINT EQUIPMENT			44.21
*****	03/02/2023	6695 ADVANCED INTEGRATED SECURITY	Check	No	1,504.00
Purchase Order #:	0	Voucher #: 123104	Invoice #: 54335		1,504.00
Invoice Description:		CITY HALL FIRE ALARM RELOCATE			
	001-001-616	RPR/MAINT PLANT/BLDGS			1,504.00
*****	03/02/2023	7970 ADVANCE LOCAL HOLDING CORP	Check	No	13.80

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 123465	Invoice #: 36500-21770616		13.80
Invoice Description:		FINAL BILL			
001-300-516		SUPPLIES/OPERATING			13.80
*****	03/02/2023	5799 ADVANTAGE FIRST AID & SAFETY	Check	No	610.03
Purchase Order #:	0	Voucher #: 123208	Invoice #: I220725121		366.47
Invoice Description:		FIRST AID SUPPLIES			
403-676-516		SUPPLIES/OPERATING	Accrual		366.47
Purchase Order #:	0	Voucher #: 123466	Invoice #: I230202151		243.56
Invoice Description:		FIRST AID SUPPLIES			
001-200-516		SUPPLIES/OPERATING			81.19
001-210-516		SUPPLIES/OPERATING			81.19
404-677-516		SUPPLIES/OPERATING			81.18
*****	03/02/2023	7001 AGROMAX, LLC	Check	No	5,061.33
Purchase Order #:	0	Voucher #: 122569	Invoice #: 21282		620.00
Invoice Description:		CRYDER			
001-210-620		RPR/MAINT GROUNDS			620.00
Purchase Order #:	0	Voucher #: 122708	Invoice #: 21251		1,367.70
Invoice Description:		TOPDRESSING			
001-210-620		RPR/MAINT GROUNDS			1,367.70
Purchase Order #:	0	Voucher #: 122989	Invoice #: 21299		2,337.13
Invoice Description:		PRODIAMINE/ ROMETSOL			
001-210-516		SUPPLIES/OPERATING			2,337.13
Purchase Order #:	0	Voucher #: 123467	Invoice #: 21308		736.50
Invoice Description:		TOPDRESSING			
001-210-620		RPR/MAINT GROUNDS			736.50
*****	03/02/2023	718 AIRGAS, INC	Check	No	1,554.18
Purchase Order #:	0	Voucher #: 123102	Invoice #: 9994631334		498.09
Invoice Description:		O2 CYLINDER RENTAL			
001-175-614		RENTALS			498.09
Purchase Order #:	0	Voucher #: 123468	Invoice #: 9994646723		1,056.09
Invoice Description:		CYLINDER RENTAL			
001-100-614		RENTALS			352.03
001-200-516		SUPPLIES/OPERATING			352.03
001-175-614		RENTALS			352.03
*****	03/02/2023	3115 ALABAMA 811	Check	No	1,029.21
Purchase Order #:	0	Voucher #: 123209	Invoice #: 0123405		1,029.21
Invoice Description:		MONTHLY PARTICIPATION			
403-676-612		PROFESSIONAL FEES			1,029.21
*****	03/02/2023	1347 ALABAMA MEDIA GROUP	Check	No	1,082.44
Purchase Order #:	0	Voucher #: 123469	Invoice #: 0002964815		1,082.44
Invoice Description:		LEGALS JAN 2023			
001-030-612		PROFESSIONAL FEES			427.92
001-030-612		PROFESSIONAL FEES			122.57
001-614-737		CANOE TRAIL (FEMA) PIERS			261.25
001-615-704		RESTORE - PERDIDO PASS SEAWALL			270.70
*****	03/02/2023	120 AL ASSOC CHIEFS OF POLICE	Check	No	700.00
Purchase Order #:	0	Voucher #: 122570	Invoice #: 1653		700.00
Invoice Description:		S BROWN CONF/ 2 MMBRSHPS			
001-100-630		TRAINING/TRAVEL			700.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	03/02/2023	124 AL ASSOC MUNICIPAL CLERK	Check	No	60.00
	Purchase Order #: 0	Voucher #: 123105	Invoice #: 230203		60.00
	Invoice Description: ANN'L MBRSH DUES				
	001-001-608 DUES/MEMBERSHIP/SUBSCRIPT				60.00
*****	03/02/2023	7416 AL CONTAINER COMPANY LLC	Check	No	6,300.00
	Purchase Order #: 220471	Voucher #: 122990	Invoice #: 35064		2,450.00
	Invoice Description: EMPTY/ RET 1/02-1/06/23				
	404-677-612 PROFESSIONAL FEES				2,450.00
	Purchase Order #: 220471	Voucher #: 122991	Invoice #: 35108		1,750.00
	Invoice Description: EMPTY/ RET 1/09-1/17/23				
	404-677-612 PROFESSIONAL FEES				1,750.00
	Purchase Order #: 220471	Voucher #: 123470	Invoice #: 35171		2,100.00
	Invoice Description: EMPTY/ RET 1/18-1/30/23				
	404-677-612 PROFESSIONAL FEES				2,100.00
*****	03/02/2023	152 AL CORRECTIONAL INDUSTRIES	Check	No	161.50
	Purchase Order #: 0	Voucher #: 122571	Invoice #: P30966		161.50
	Invoice Description: FORMS				
	001-100-516 SUPPLIES/OPERATING				161.50
*****	03/02/2023	132 AL CRIME VICTIMS COMP COM	Check	No	314.00
	Purchase Order #: 0	Voucher #: 123401	Invoice #: 230201		314.00
	Invoice Description: JAN 2023				
	001-000-128 DUE COST FOR OTH AGENCIES				314.00
*****	03/02/2023	8135 AL DEPT OF CORRECTIONS	Check	No	740.00
	Purchase Order #: 0	Voucher #: 123471	Invoice #: LX23-046		740.00
	Invoice Description: INMATE LABOR JAN 2023				
	404-677-612 PROFESSIONAL FEES				740.00
*****	03/02/2023	6433 AL IMPAIRED DRIVING PREV/ENFOR	Check	No	2,185.00
	Purchase Order #: 0	Voucher #: 123403	Invoice #: 230201		2,185.00
	Invoice Description: JAN 2023				
	001-000-128 DUE COST FOR OTH AGENCIES				2,185.00
*****	03/02/2023	6550 AL INTERLOCK INDIGENT FUND	Check	No	170.00
	Purchase Order #: 0	Voucher #: 123404	Invoice #: 230201		170.00
	Invoice Description: JAN 2023				
	001-000-128 DUE COST FOR OTH AGENCIES				170.00
*****	03/02/2023	3829 AL JAIL ASSOCIATION	Check	No	325.00
	Purchase Order #: 0	Voucher #: 123210	Invoice #: 230203		325.00
	Invoice Description: 13 M'SHIPS				
	001-110-608 DUES/MEMBERSHIP/SUBSCRIPT				325.00
*****	03/02/2023	7268 ALLEN, DAVID M. LLC	Check	No	483.00
	Purchase Order #: 0	Voucher #: 122727	Invoice #: TR22-406		483.00
	Invoice Description: BOBLIS- R T PLATO				
	001-010-612 PROFESSIONAL FEES				483.00
*****	03/02/2023	150 AL MUNICIPAL CT CLERKS	Check	No	400.00
	Purchase Order #: 0	Voucher #: 123211	Invoice #: 230201		400.00
	Invoice Description: ANN'L DUES- 4 MMBRS				
	001-010-608 DUES/MEMBERSHIP/SUBSCRIPT				400.00
*****	03/02/2023	170 AL MUNICIPAL INS CORP	Check	No	625.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 123472	Invoice #: 230201		625.00
Invoice Description:		LIC BONDS			
001-001-610		INSURANCE/PTY&LIAB			625.00
***** 03/02/2023		144 AL OFFICERS ANNTY & BENE	Check	No	486.00
Purchase Order #:	0	Voucher #: 123405	Invoice #: 230201		486.00
Invoice Description:		JAN 2023			
001-000-128		DUE COST FOR OTH AGENCIES			486.00
***** 03/02/2023		116 AL'S 5 & 10 #6 O/B	Check	No	34.73
Purchase Order #:	0	Voucher #: 122939	Invoice #: 519072		6.76
Invoice Description:		BALLOONS			
001-350-516		SUPPLIES/OPERATING			6.76
Purchase Order #:	0	Voucher #: 122992	Invoice #: 519070		27.97
Invoice Description:		'MRMD' SPRAY PAINT			
001-375-636		PRODUCTION COST			27.97
***** 03/02/2023		6708 ALTAPOINTE HEALTH SYSTEMS INC	Check	No	200.00
Purchase Order #:	0	Voucher #: 123473	Invoice #: 230126		200.00
Invoice Description:		C BROWN			
001-100-612		PROFESSIONAL FEES			200.00
***** 03/02/2023		7828 AMAZON CAPITAL SERVICES, INC	Check	No	23,244.69
Purchase Order #:	0	Voucher #: 122572	Invoice #: 13KV-R3YR-NFHF		484.28
Invoice Description:		BNNR STNDS/ PRJCTR STND/ TBL #S			
411-681-516		SUPPLIES/OPERATING			484.28
Purchase Order #:	0	Voucher #: 122573	Invoice #: 1D7P-P173-CT6H		58.70
Invoice Description:		'MRMD' COSTUMES/ MAKEUP			
001-375-636		PRODUCTION COST			58.70
Purchase Order #:	0	Voucher #: 122574	Invoice #: 1HDG-XKWC-JX49		1,176.97
Invoice Description:		GEARBOXES/ HOSE REEL			
001-175-516		SUPPLIES/OPERATING			1,176.97
Purchase Order #:	0	Voucher #: 122575	Invoice #: 1PKF-WPT1-7Q3R		92.29
Invoice Description:		HVAC TUBE TOOL KIT			
001-200-516		SUPPLIES/OPERATING			92.29
Purchase Order #:	0	Voucher #: 122576	Invoice #: 1VV3-KTNF-HWWJ		16.80
Invoice Description:		INFLTBL BOAT REPAIR KIT			
001-100-622		RPR/MAINT VEHICLES			16.80
Purchase Order #:	0	Voucher #: 122577	Invoice #: 1Y6C-MYRM-6LKH		72.52
Invoice Description:		TV WALL MOUNT/ REPORT COVERS			
001-120-515		SUPPLIES/OFFICE			19.54
001-120-507		EQUIPMENT/SMALL			52.98
Purchase Order #:	0	Voucher #: 122578	Invoice #: 1WCN-HV43-3F4L		121.24
Invoice Description:		BOOTS			
001-100-540		UNIFORMS			121.24
Purchase Order #:	0	Voucher #: 122579	Invoice #: 1KKX-9J7W-3CMX		2,078.55
Invoice Description:		SLINGS/ SWAT GEAR BAGS			
001-100-516		SUPPLIES/OPERATING			2,078.55
Purchase Order #:	0	Voucher #: 122580	Invoice #: 1YVV-4HVR-16JH		1,730.01
Invoice Description:		BOOTS			
001-100-540		UNIFORMS			1,730.01
Purchase Order #:	0	Voucher #: 122581	Invoice #: 16R6-133R-3Q79		251.19
Invoice Description:		BOOTS			
001-100-540		UNIFORMS			251.19
Purchase Order #:	0	Voucher #: 122709	Invoice #: 16F3-NFRX-7XXY		29.89

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> SOLDERING IRON KIT					
001-200-516		SUPPLIES/OPERATING	Accrual		29.89
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122710	<i>Invoice #:</i> 17Q3-PNPP-6HNF		383.76
<i>Invoice Description:</i> GARMIN NVGTRS/ CBLs					
001-100-507		EQUIPMENT/SMALL			383.76
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122711	<i>Invoice #:</i> 1CMJ-64MY-1JNV		9.59
<i>Invoice Description:</i> PILL COUNTING TRAY					
001-110-516		SUPPLIES/OPERATING			9.59
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122712	<i>Invoice #:</i> 1CMX-HCT9-H63P		120.60
<i>Invoice Description:</i> HAND CUFF CBL TIES					
001-110-516		SUPPLIES/OPERATING			120.60
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122713	<i>Invoice #:</i> 1G63-3DXH-1HGK		29.57
<i>Invoice Description:</i> DSKTOP DRY ERASE BRD					
001-410-515		SUPPLIES/OFFICE			29.57
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122714	<i>Invoice #:</i> 1GND-17WV-7HLG		121.95
<i>Invoice Description:</i> TERRARIUMS/ BUCKETS					
001-410-516		SUPPLIES/OPERATING			121.95
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122715	<i>Invoice #:</i> 1GND-17WV-DKPT		150.52
<i>Invoice Description:</i> SHIRTS					
001-410-650		AUDUBON			150.52
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122716	<i>Invoice #:</i> 1GY9-FNKC-6DKD		-60.25
<i>Invoice Description:</i> CREDIT- BAIT WELL NET					
001-410-516		SUPPLIES/OPERATING			-60.25
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122717	<i>Invoice #:</i> 1JWL-K39F-6RTR		34.77
<i>Invoice Description:</i> TOGGLE SWITCHES					
404-677-516		SUPPLIES/OPERATING			34.77
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122718	<i>Invoice #:</i> 1LX3-MJQR-1G46		72.30
<i>Invoice Description:</i> BAIT WELL NETS					
001-410-516		SUPPLIES/OPERATING			72.30
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122719	<i>Invoice #:</i> 1MHW-DPMP-74CP		995.44
<i>Invoice Description:</i> 'MRMD' CSTMNG/ DRUM HEADS					
001-375-636		PRODUCTION COST			995.44
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122720	<i>Invoice #:</i> 1N9M-MCL3-1G3D		185.15
<i>Invoice Description:</i> BXG GLVS/ RSTNC BNDS/ WGHTS					
001-325-516		SUPPLIES/OPERATING			185.15
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122721	<i>Invoice #:</i> 1P4P-14WQ-M64H		102.19
<i>Invoice Description:</i> SNOW FOAM SOAP KIT/ SOAP					
001-200-516		SUPPLIES/OPERATING			102.19
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122722	<i>Invoice #:</i> 1Q4D-VP1Y-1963		132.00
<i>Invoice Description:</i> BTTRS/ 1ST AID KIT/ FTBL PLNT FLGS					
001-300-516		SUPPLIES/OPERATING			132.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122723	<i>Invoice #:</i> 1T61-P1FL-7X16		150.84
<i>Invoice Description:</i> INK PADS/ PPR/ POST ITS/ PSH PINS					
001-350-516		SUPPLIES/OPERATING			150.84
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122724	<i>Invoice #:</i> 1TYQ-YNHK-3F36		31.65
<i>Invoice Description:</i> BTTRS/ NOTEPADS/ MOUSEPAD					
001-300-516		SUPPLIES/OPERATING			31.65
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122725	<i>Invoice #:</i> 1V4K-4JTF-DTYM		1,691.73
<i>Invoice Description:</i> RED LIGHTS/ REMOTES/ LIGHT KITS					
001-410-507		EQUIPMENT/SMALL			1,625.82
001-410-516		SUPPLIES/OPERATING			65.91
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122940	<i>Invoice #:</i> 1J7L-T4P6-KFJ7		130.34
<i>Invoice Description:</i> DRY ERS BRDS/ PAPER					

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		001-350-516 SUPPLIES/OPERATING		130.34	
	Purchase Order #:	0 Voucher #: 122941	Invoice #: 1Q1D-NJL1-FTT3		1,119.80
	Invoice Description:	WEIGHTS			
		001-325-516 SUPPLIES/OPERATING		1,119.80	
	Purchase Order #:	0 Voucher #: 122942	Invoice #: 1TYD-XMKQ-G74P		47.20
	Invoice Description:	SHOOTING EARMUFF			
		001-410-516 SUPPLIES/OPERATING		47.20	
	Purchase Order #:	0 Voucher #: 122943	Invoice #: 1V6H-XK7Q-VM1T		12.76
	Invoice Description:	HOOK/ LOOP STRIPS			
		430-682-650 EXHIBITIONS & PROMOTIONS		12.76	
	Purchase Order #:	0 Voucher #: 122944	Invoice #: 1XDX-NJFY-991M		348.34
	Invoice Description:	INK/ CBL MCHN ATTMTS/ COPY PPR			
		001-325-515 SUPPLIES/OFFICE		199.55	
		001-325-516 SUPPLIES/OPERATING		148.79	
	Purchase Order #:	0 Voucher #: 122994	Invoice #: 14J9-TYXY-6MDY		18.42
	Invoice Description:	LED STRIP LIGHTS			
		001-375-516 SUPPLIES/OPERATING		18.42	
	Purchase Order #:	0 Voucher #: 122995	Invoice #: 17LG-HRQK-19XQ		1,690.92
	Invoice Description:	VIDEO KIT/ STAND/ LIGHT KIT BAGS			
		001-375-507 EQUIPMENT/SMALL		1,690.92	
	Purchase Order #:	0 Voucher #: 122996	Invoice #: 19K9-1TQD-GN99		754.52
	Invoice Description:	FOG FLD/ TBLCLTHS/ PROPS/ COSTMS			
		001-375-636 PRODUCTION COST		754.52	
	Purchase Order #:	0 Voucher #: 122997	Invoice #: 1DD9-V3TP-99NY		121.90
	Invoice Description:	GAFFERS TAPE			
		001-375-516 SUPPLIES/OPERATING		121.90	
	Purchase Order #:	0 Voucher #: 122998	Invoice #: 1DPC-L1QR-FM1K		72.36
	Invoice Description:	POUR POT/ TONGS/ AIRTAG KEYRINGS			
		001-001-516 SUPPLIES/OPERATING		72.36	
	Purchase Order #:	0 Voucher #: 122999	Invoice #: 1G7D-7PD4-3WYH		38.98
	Invoice Description:	AIR TANK REPAIR KIT			
		001-210-516 SUPPLIES/OPERATING		38.98	
	Purchase Order #:	0 Voucher #: 123000	Invoice #: 1VX4-YPGV-7VMN		75.99
	Invoice Description:	#904 TAIL LIGHT			
		404-677-622 RPR/MAINT VEHICLES		75.99	
	Purchase Order #:	0 Voucher #: 123001	Invoice #: 1XMV-MRVF-4WRJ		26.73
	Invoice Description:	#1499 LED LIGHT BAR			
		001-200-618 RPR/MAINT EQUIPMENT		26.73	
	Purchase Order #:	0 Voucher #: 123002	Invoice #: 1XRC-H717-HMQC		-17.66
	Invoice Description:	CREDIT- SEASHELL BOWL			
		001-375-636 PRODUCTION COST		-17.66	
	Purchase Order #:	0 Voucher #: 123106	Invoice #: 17HJ-QJVF-7LLM		15.99
	Invoice Description:	BLACK LIGHT FLASHLIGHTS			
		001-375-516 SUPPLIES/OPERATING		15.99	
	Purchase Order #:	0 Voucher #: 123107	Invoice #: 1991-9CT9-D6NW		85.45
	Invoice Description:	OUTLET TSTRS/ BRKR FNDR			
		001-410-516 SUPPLIES/OPERATING		85.45	
	Purchase Order #:	0 Voucher #: 123108	Invoice #: 1991-9CT9-VKC7		483.44
	Invoice Description:	'MRMD' ROPE/ COSTUMES/ PROPS			
		001-375-636 PRODUCTION COST		483.44	
	Purchase Order #:	0 Voucher #: 123109	Invoice #: 1C39-XV4K-DKNQ		71.91
	Invoice Description:	LED LIGHTS			
		001-410-516 SUPPLIES/OPERATING		71.91	

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Purchase Order #:	0	Voucher #: 123110	Invoice #: 1DW4-RMMT-3HHG		163.96
Invoice Description:	WINDOW SHADES				
001-001-616	RPR/MAINT PLANT/BLDGS			163.96	
Purchase Order #:	0	Voucher #: 123111	Invoice #: 1DW4-RMMT-WG4G		1,182.52
Invoice Description:	BINOCES/ WETST TOPS/ BRD RK/ HAT				
001-175-516	SUPPLIES/OPERATING			1,182.52	
Purchase Order #:	0	Voucher #: 123112	Invoice #: 1GJV-9FTX-4RWW		257.49
Invoice Description:	'MRMD' COSTUME SUPPLIES				
001-375-636	PRODUCTION COST			257.49	
Purchase Order #:	0	Voucher #: 123113	Invoice #: 1H4F-69JR-YCXW		23.98
Invoice Description:	'MRMD' LIGHT COLOR SHEETS				
001-375-636	PRODUCTION COST			23.98	
Purchase Order #:	0	Voucher #: 123114	Invoice #: 1J1P-F1JN-9RMD		650.96
Invoice Description:	TONER/ KYBRD CS/ TIRE INFLATR				
001-175-516	SUPPLIES/OPERATING			650.96	
Purchase Order #:	0	Voucher #: 123115	Invoice #: 1KYK-K7RJ-3NWF		156.72
Invoice Description:	WETSUIT TOPS				
001-175-507	EQUIPMENT/SMALL			156.72	
Purchase Order #:	0	Voucher #: 123116	Invoice #: 1LGK-PHKN-93RR		27.99
Invoice Description:	EMRGNCY STROBE LIGHTS				
001-410-516	SUPPLIES/OPERATING			27.99	
Purchase Order #:	0	Voucher #: 123117	Invoice #: 1LRP-XGTF-X17V		27.78
Invoice Description:	'MRMD' COSTUME FEATHERS				
001-375-636	PRODUCTION COST			27.78	
Purchase Order #:	0	Voucher #: 123118	Invoice #: 1MY6-HTJV-NWKR		999.00
Invoice Description:	WRLSS HDSET INTERCOM STM				
001-375-507	EQUIPMENT/SMALL			999.00	
Purchase Order #:	0	Voucher #: 123119	Invoice #: 1RFD-DN66-YT9L		340.12
Invoice Description:	CAMO NTTNG/ FD SVR BGS/ WDLDF BDDNG				
001-410-516	SUPPLIES/OPERATING			340.12	
Purchase Order #:	0	Voucher #: 123120	Invoice #: 1RWV-HY7V-91L6		13.89
Invoice Description:	EVENT WRISTBANDS				
430-682-649	FESTIVALS EXPENSES			13.89	
Purchase Order #:	0	Voucher #: 123121	Invoice #: 1WT3-QPYM-1Y1V		1,395.99
Invoice Description:	'MRMD' MICS/ LED LIGHTS/ FTHRS				
001-375-507	EQUIPMENT/SMALL			1,295.00	
001-375-636	PRODUCTION COST			100.99	
Purchase Order #:	0	Voucher #: 123122	Invoice #: 1WVF-1VY7-RYXR		244.90
Invoice Description:	NON-SLIP TREADS				
001-200-516	SUPPLIES/OPERATING			244.90	
Purchase Order #:	0	Voucher #: 123123	Invoice #: 1XRV-LJLJ-NKCC		18.99
Invoice Description:	SHIRT				
001-410-650	AUDUBON			18.99	
Purchase Order #:	0	Voucher #: 123212	Invoice #: 1FFM-VFRM-4WYC		83.87
Invoice Description:	RIBBON KIT/ ZIP TIES				
001-100-507	EQUIPMENT/SMALL			83.87	
Purchase Order #:	0	Voucher #: 123213	Invoice #: 1HXF-GR7D-9DJN		626.72
Invoice Description:	TRASH WTR PUMP/ TAPE W DISPNSR				
403-676-507	EQUIPMENT/SMALL			626.72	
Purchase Order #:	0	Voucher #: 123214	Invoice #: 1LGH-MR91-DDX7		30.57
Invoice Description:	TAPE/ REC'T HLDR/ CRPT TAPE				
430-682-516	SUPPLIES/OPERATING			30.57	
Purchase Order #:	0	Voucher #: 123215	Invoice #: 1XVJ-RNR7-1HC6		89.98

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> DAMP RID					
	001-100-516	SUPPLIES/OPERATING			89.98
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123277	<i>Invoice #:</i> 1QGW-YRJ7-7YYN		156.51
<i>Invoice Description:</i> CARDS/ STG BOXES/ CUPS					
	001-300-516	SUPPLIES/OPERATING			156.51
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123474	<i>Invoice #:</i> 11P3-4D3Y-69MH		-262.99
<i>Invoice Description:</i> CREDIT- RED LIGHTING					
	001-410-507	EQUIPMENT/SMALL			-262.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123475	<i>Invoice #:</i> 16TG-TQYL-9CTR		-262.99
<i>Invoice Description:</i> CREDIT- RED LIGHTING					
	001-410-507	EQUIPMENT/SMALL			-262.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123476	<i>Invoice #:</i> 1C1H-NY46-63XN		-525.98
<i>Invoice Description:</i> CREDIT- RED LIGHTING					
	001-410-507	EQUIPMENT/SMALL			-525.98
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123478	<i>Invoice #:</i> 1DNM-9YLY-9PCT		143.61
<i>Invoice Description:</i> FOOD CONTAINERS					
	001-350-516	SUPPLIES/OPERATING			143.61
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123479	<i>Invoice #:</i> 1JR9-K6FJ-1XMG		1,439.94
<i>Invoice Description:</i> CHAIRS/ BSKTBLL RK/ PPR/ VSTS					
	001-350-516	SUPPLIES/OPERATING			1,439.94
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123480	<i>Invoice #:</i> 1MPT-LKLY-KMH4		252.94
<i>Invoice Description:</i> SHEET PANS/ SHELF					
	001-350-516	SUPPLIES/OPERATING			252.94
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123481	<i>Invoice #:</i> 1MY1-KHFY-773T		141.59
<i>Invoice Description:</i> THERMAL PPR ROLLS					
	001-325-516	SUPPLIES/OPERATING			141.59
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123482	<i>Invoice #:</i> 1PM3-DCCQ-7R3W		229.99
<i>Invoice Description:</i> BIN SHELF					
	001-200-507	EQUIPMENT/SMALL			229.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123483	<i>Invoice #:</i> 1RFF-CHKH-17KQ		48.96
<i>Invoice Description:</i> TIMER KNOBS					
	001-325-516	SUPPLIES/OPERATING			48.96
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123484	<i>Invoice #:</i> 1RNJ-K3FY-1JKD		-65.91
<i>Invoice Description:</i> CREDIT- LIGHT KITS					
	001-410-516	SUPPLIES/OPERATING			-65.91
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123485	<i>Invoice #:</i> 1RNR-RMLK-64WF		201.98
<i>Invoice Description:</i> STG CBNT/ SHWR CRTNS					
	001-300-516	SUPPLIES/OPERATING			201.98
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123486	<i>Invoice #:</i> 1V93-QTH7-4NNG		98.97
<i>Invoice Description:</i> REACHER GRABBERS					
	001-410-516	SUPPLIES/OPERATING			98.97
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123631	<i>Invoice #:</i> 1C31-GCMW-NHW4		-49.00
<i>Invoice Description:</i> CREDIT- DISTILLED WATER					
	403-676-516	SUPPLIES/OPERATING			-49.00
*****	03/02/2023	3264 AMAZON.COM CORPORATE CREDIT	Check	No	1,299.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 122993	<i>Invoice #:</i> 59044688		1,299.00
<i>Invoice Description:</i> PRIME SUBSCRIP 2023					
	001-001-612	PROFESSIONAL FEES	Accrual		1,299.00
*****	03/02/2023	7546 AMERICAN LEAK DETECTION OF NORTHWEST FLO	Check	No	785.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123124	<i>Invoice #:</i> 35869		785.00
<i>Invoice Description:</i> S'PLEX IRRGTN LEAK DTCTN					
	001-210-620	RPR/MAINT GROUNDS			785.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	03/02/2023	5662 AMERICAN VILLAGE CITIZENSHIP TRUST FUND	Check	No	124.00
	Purchase Order #:	0	Voucher #: 123406	Invoice #: 230201	124.00
	Invoice Description:	JAN 2023			
	001-000-128	DUE COST FOR OTH AGENCIES			124.00
*****	03/02/2023	8193 ARRINGTON CURB & EXCAVATION, INC.	Check	No	9,411.09
	Purchase Order #:	0	Voucher #: 123003	Invoice #: 2	9,411.09
	Invoice Description:	BALDWIN AVE PAVING			
	001-608-720	ROADWAYS/PAVING/RESURFACE			9,411.09
*****	03/02/2023	8064 AT&T MOBILITY	Check	No	119.94
	Purchase Order #:	0	Voucher #: 123487	Invoice #: 287316107471X0203223	119.94
	Invoice Description:	12/26/22-01/25/23 MIFI FIRSTNET			
	001-175-605	COMMUNICATIONS			119.94
*****	03/02/2023	7007 AT WORK UNIFORMS	Check	No	2,562.78
	Purchase Order #:	0	Voucher #: 122726	Invoice #: 61997C	-1.00
	Invoice Description:	OVRPD ON CHK 154333			
	403-676-540	UNIFORMS			-1.00
	Purchase Order #:	0	Voucher #: 123216	Invoice #: 75823	75.69
	Invoice Description:	CAN COOLER			
	001-300-660	COST OF GOODS SOLD RETAIL			75.69
	Purchase Order #:	0	Voucher #: 123217	Invoice #: 76558	2,246.59
	Invoice Description:	JACKETS/ CAPS/ SHIRTS			
	001-175-540	UNIFORMS			2,246.59
	Purchase Order #:	0	Voucher #: 123488	Invoice #: 76827	73.00
	Invoice Description:	SHIRTS			
	001-410-650	AUDUBON			73.00
	Purchase Order #:	0	Voucher #: 123489	Invoice #: 76942	168.50
	Invoice Description:	SHIRTS			
	001-410-540	UNIFORMS			168.50
*****	03/02/2023	8106 BAKER DISTRIBUTING COMPANY, LLC	Check	No	452.23
	Purchase Order #:	0	Voucher #: 123218	Invoice #: DS87785	151.14
	Invoice Description:	DEFROST CNTL BRD/ SNSR			
	001-300-616	RPR/MAINT PLANT/BLDGS			151.14
	Purchase Order #:	0	Voucher #: 123490	Invoice #: DS87691	225.82
	Invoice Description:	RTCHT/ BNDR KIT			
	001-200-516	SUPPLIES/OPERATING			225.82
	Purchase Order #:	0	Voucher #: 123491	Invoice #: DS87997	75.27
	Invoice Description:	CUTTERS			
	001-200-516	SUPPLIES/OPERATING			75.27
*****	03/02/2023	1425 BALDWIN CO REVENUE COMMISSIONER	Check	No	1,086.52
	Purchase Order #:	0	Voucher #: 123004	Invoice #: 23-018738	929.92
	Invoice Description:	2022 AD VALOREM TAX			
	001-001-616	RPR/MAINT PLANT/BLDGS	Accrual		929.92
	Purchase Order #:	0	Voucher #: 123005	Invoice #: 23-026806	148.28
	Invoice Description:	2022 AD VALOREM TAX			
	001-001-616	RPR/MAINT PLANT/BLDGS	Accrual		148.28
	Purchase Order #:	0	Voucher #: 123006	Invoice #: 23-208495	8.32
	Invoice Description:	2022 AD VALOREM TAX			
	001-001-616	RPR/MAINT PLANT/BLDGS	Accrual		8.32
*****	03/02/2023	396 BALDWIN CTY COMMISSION	Check	No	38,039.58

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 123223	Invoice #: 230127		22,480.00
Invoice Description:		'23 INTEROPERABILITY COMMS			
001-120-605	COMMUNICATIONS			22,480.00	
Purchase Order #:	0	Voucher #: 123492	Invoice #: 23.002		569.58
Invoice Description:		NAVY RD MTNC FEB 23			
001-608-720	ROADWAYS/PAVING/RESURFACE			569.58	
Purchase Order #:	0	Voucher #: 123493	Invoice #: 230127A		14,990.00
Invoice Description:		'23 FIRE ANN'L USAGE FEE			
001-175-605	COMMUNICATIONS			14,990.00	
*****	03/02/2023	3834 BALDWIN CTY DA SOLICITORS FUND	Check	No	2,771.64
Purchase Order #:	0	Voucher #: 123407	Invoice #: 230201		2,771.64
Invoice Description:		JAN 2023			
001-000-128	DUE COST FOR OTH AGENCIES			2,771.64	
*****	03/02/2023	236 BALDWIN CTY ECONOMIC DEVELOPM	Check	No	12,500.00
Purchase Order #:	0	Voucher #: 123125	Invoice #: 4125		12,500.00
Invoice Description:		FY2023 CONTRIBUTION			
001-001-645	AID TO OTHER GOVTS			12,500.00	
*****	03/02/2023	215 BALDWIN CTY JUVENILE DETN	Check	No	1,780.00
Purchase Order #:	0	Voucher #: 123408	Invoice #: 230201		1,780.00
Invoice Description:		JAN 2023			
001-000-128	DUE COST FOR OTH AGENCIES			1,780.00	
*****	03/02/2023	241 BALDWIN CTY TREASURY	Check	No	182.00
Purchase Order #:	0	Voucher #: 123409	Invoice #: 230201		182.00
Invoice Description:		JAN 2023			
001-000-128	DUE COST FOR OTH AGENCIES			182.00	
*****	03/02/2023	5716 BALDWIN CTY VICTORY POLARIS LLC	Check	No	1,088.94
Purchase Order #:	0	Voucher #: 122582	Invoice #: 1154		330.99
Invoice Description:		#212 THROTTLE REPAIR			
001-100-622	RPR/MAINT VEHICLES			330.99	
Purchase Order #:	0	Voucher #: 122583	Invoice #: 1201		757.95
Invoice Description:		#213 STARTER/ REPAIR			
001-100-622	RPR/MAINT VEHICLES			757.95	
*****	03/02/2023	231 BALDWIN PORTABLE TOILETS	Check	No	801.63
Purchase Order #:	0	Voucher #: 122728	Invoice #: 272671		440.00
Invoice Description:		12/22/22-1/18/23 TRAIL			
001-410-614	RENTALS			440.00	
Purchase Order #:	0	Voucher #: 122729	Invoice #: 272672		77.00
Invoice Description:		12/22/22-1/18/23 TRAIL			
001-410-614	RENTALS			77.00	
Purchase Order #:	0	Voucher #: 123126	Invoice #: 271942		284.63
Invoice Description:		11/27/22-12/21/22 TOILETS			
001-175-614	RENTALS		Accrual	284.63	
*****	03/02/2023	6325 BALDWIN SAND & GRAVEL LLC	Check	No	16,861.39
Purchase Order #:	0	Voucher #: 122584	Invoice #: 45521		2,310.00
Invoice Description:		COB BASE			
001-614-734	SHOOTING RANGE			2,310.00	
Purchase Order #:	220522	Voucher #: 122730	Invoice #: 45673		14,551.39
Invoice Description:		SLAG BASE FOR ROAD			
001-614-734	SHOOTING RANGE			14,551.39	

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	03/02/2023	3144 BARON BARCLAY BRIDGE SUPPLY	Check	No	115.26
	Purchase Order #: 0	Voucher #: 123219	Invoice #: SI-199078		115.26
	Invoice Description:	BRIDGE CARDS/ SCORE PADS			
	001-300-516	SUPPLIES/OPERATING			115.26
*****	03/02/2023	240 BEARD EQUIPMENT COMPANY	Check	No	912.88
	Purchase Order #: 0	Voucher #: 122731	Invoice #: 1635509		912.88
	Invoice Description:	#7111 EXHST PIPE/ MFFLR/ GSKT			
	001-210-618	RPR/MAINT EQUIPMENT	Accrual		912.88
*****	03/02/2023	7687 BEAZLEY, WILLIAM W., D.O.,M.S., FACEP	Check	No	1,800.00
	Purchase Order #: 0	Voucher #: 123494	Invoice #: 230119		1,800.00
	Invoice Description:	JAN 23			
	001-175-612	PROFESSIONAL FEES			1,800.00
*****	03/02/2023	6480 BECKES, SALLIE N.	Check	No	210.00
	Purchase Order #: 0	Voucher #: 123220	Invoice #: 230131		210.00
	Invoice Description:	FITNESS			
	001-300-612	PROFESSIONAL FEES			210.00
*****	03/02/2023	3470 BENSON'S APPLIANCE CENTER	Check	No	42.90
	Purchase Order #: 0	Voucher #: 123221	Invoice #: 12070		42.90
	Invoice Description:	STN 1 WTR VLV- ICE MKR RPR			
	001-175-616	RPR/MAINT PLANT/BLDGS			42.90
*****	03/02/2023	8215 BERLA CORPORATION	Check	No	3,250.00
	Purchase Order #: 230013	Voucher #: 123222	Invoice #: 22-J07-1128		3,250.00
	Invoice Description:	iVe 2/25/23-2/25/24 SFTWR			
	001-100-612	PROFESSIONAL FEES			3,250.00
*****	03/02/2023	6529 B&H FOTO & ELECTRONICS CORP	Check	No	1,902.65
	Purchase Order #: 0	Voucher #: 123495	Invoice #: 210101295		1,902.65
	Invoice Description:	VIDEO/ LGHTNG EQMT			
	001-375-507	EQUIPMENT/SMALL			1,902.65
*****	03/02/2023	5667 BIRKS, TOM	Check	No	595.00
	Purchase Order #: 0	Voucher #: 122732	Invoice #: MC22-265		595.00
	Invoice Description:	LEDBETTER, JR., M. T.			
	001-010-612	PROFESSIONAL FEES			595.00
*****	03/02/2023	6902 BLUE GIRL BEADING	Check	No	338.65
	Purchase Order #: 0	Voucher #: 122733	Invoice #: 230120		292.50
	Invoice Description:	01/20/23 CLASS			
	430-682-612	PROFESSIONAL FEES			292.50
	Purchase Order #: 0	Voucher #: 123415	Invoice #: 230131		46.15
	Invoice Description:	JAN 2023			
	430-682-660	RESALE INV/ARTISTS			46.15
*****	03/02/2023	6310 BOB RILEY & ASSOCIATES	Check	No	10,000.00
	Purchase Order #: 0	Voucher #: 123496	Invoice #: 1473		10,000.00
	Invoice Description:	LOBBYIST			
	001-001-612	PROFESSIONAL FEES			10,000.00
*****	03/02/2023	6865 BORWHAT, DONALD & GIZELLE	Check	No	54.60
	Purchase Order #: 0	Voucher #: 123416	Invoice #: 230131		54.60
	Invoice Description:	JAN 2023			
	430-682-660	RESALE INV/ARTISTS			54.60

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*****	03/02/2023	288 BOYETTS PORTABLE TOILETS	Check	No	175.00
	Purchase Order #:	0	Voucher #: 122734	Invoice #: 296173	175.00
	Invoice Description:	01/11-02/07/23 GOLF CTR			
		001-300-614 RENTALS		100.00	
		001-210-516 SUPPLIES/OPERATING		75.00	
*****	03/02/2023	3304 BRUCELLI ADVERTISING CO INC	Check	No	2,484.15
	Purchase Order #:	0	Voucher #: 123497	Invoice #: 250820	2,484.15
	Invoice Description:	SHIRTS- SURF RESCUE			
		001-175-540 UNIFORMS		2,484.15	
*****	03/02/2023	4067 BURROW, STEVE	Check	No	289.25
	Purchase Order #:	0	Voucher #: 123417	Invoice #: 230131	289.25
	Invoice Description:	JAN 2023			
		430-682-660 RESALE INV/ARTISTS		289.25	
*****	03/02/2023	8231 CABARRUBIA, LARRY	Check	No	63.70
	Purchase Order #:	0	Voucher #: 123007	Invoice #: 230127	26.00
	Invoice Description:	REIMB CDL TEST			
		001-210-630 TRAINING/TRAVEL		26.00	
	Purchase Order #:	0	Voucher #: 123008	Invoice #: 230127A	37.70
	Invoice Description:	REIMB CDL PERMIT FEE			
		001-210-630 TRAINING/TRAVEL		37.70	
*****	03/02/2023	5190 CANTRELL, MAYA BLUME-	Check	No	604.50
	Purchase Order #:	0	Voucher #: 123418	Invoice #: 230131	604.50
	Invoice Description:	JAN 2023			
		430-682-660 RESALE INV/ARTISTS		604.50	
*****	03/02/2023	7725 CARAHSOFT TECHNOLOGY CORPORATION	Check	No	6,100.00
	Purchase Order #:	230029	Voucher #: 123498	Invoice #: 23011528INV	6,100.00
	Invoice Description:	2/14/23-2/13/24 UFED SUBSCR			
		001-100-612 PROFESSIONAL FEES		6,100.00	
*****	03/02/2023	8116 CARDIAC SOLUTIONS LLC	Check	No	291.58
	Purchase Order #:	230009	Voucher #: 122736	Invoice #: EH011923-2	291.58
	Invoice Description:	AED WALL CABINETS			
		001-175-507 EQUIPMENT/SMALL		291.58	
*****	03/02/2023	7784 CARROT-TOP INDUSTRIES, INC	Check	No	1,021.02
	Purchase Order #:	0	Voucher #: 122585	Invoice #: INV113630	1,021.02
	Invoice Description:	FLAGS			
		001-175-507 EQUIPMENT/SMALL		1,021.02	
*****	03/02/2023	4079 CARTER, MARY JOE	Check	No	92.95
	Purchase Order #:	0	Voucher #: 123419	Invoice #: 230131	92.95
	Invoice Description:	JAN 2023			
		430-682-660 RESALE INV/ARTISTS		92.95	
*****	03/02/2023	6286 CARWILE, JENNIFER	Check	No	341.25
	Purchase Order #:	0	Voucher #: 123420	Invoice #: 230131	341.25
	Invoice Description:	JAN 2023			
		430-682-660 RESALE INV/ARTISTS		341.25	
*****	03/02/2023	8168 CDL OF AL, LLC	Check	No	5,200.00
	Purchase Order #:	220437	Voucher #: 123009	Invoice #: 11072022OB	5,200.00
	Invoice Description:	CDL CLASS A TRAINING			

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
	001-200-630	TRAINING/TRAVEL	Accrual		5,200.00
*****	03/02/2023	5534 CDW GOVERNMENT, INC.	Check	No	2,291.16
	Purchase Order #: 0	Voucher #: 122586	Invoice #: GD99753		1,304.20
	Invoice Description: DESKTOP SCANNERS				
	001-010-507	EQUIPMENT/SMALL			1,304.20
	Purchase Order #: 0	Voucher #: 123499	Invoice #: GP144409		986.96
	Invoice Description: COMPUTERS				
	001-300-507	EQUIPMENT/SMALL			986.96
*****	03/02/2023	7939 CHRISTIAN LIFE THE ISLAND CHURCH, INC.	Check	No	41.00
	Purchase Order #: 0	Voucher #: 123063	Invoice #: 6311-5		41.00
	Invoice Description: 'MRMD' PROPS/ FABRIC				
	001-375-636	PRODUCTION COST			41.00
*****	03/02/2023	7278 CINTAS CORPORATION NO. 2	Check	No	158.46
	Purchase Order #: 0	Voucher #: 122587	Invoice #: 4144144787		52.82
	Invoice Description: WEEKLY SERVICE				
	430-682-612	PROFESSIONAL FEES			52.82
	Purchase Order #: 0	Voucher #: 122945	Invoice #: 4144835062		52.82
	Invoice Description: WEEKLY SERVICE				
	430-682-612	PROFESSIONAL FEES			52.82
	Purchase Order #: 0	Voucher #: 123224	Invoice #: 4145547433		52.82
	Invoice Description: WEEKLY SERVICE				
	430-682-612	PROFESSIONAL FEES			52.82
*****	03/02/2023	351 CIRCUIT CLERK	Check	No	435.00
	Purchase Order #: 0	Voucher #: 123500	Invoice #: 012723-WHITE		217.50
	Invoice Description: 05-CV-2017-901105.00				
	001-000-104	GARNISHMENT/SAVINGS			217.50
	Purchase Order #: 0	Voucher #: 123501	Invoice #: 021023-WHITE		217.50
	Invoice Description: 05-CV-2017-901105.00				
	001-000-104	GARNISHMENT/SAVINGS			217.50
*****	03/02/2023	5957 CIRCUIT CLK JUDICIAL ADMIN FUN	Check	No	248.10
	Purchase Order #: 0	Voucher #: 123410	Invoice #: 230201		248.10
	Invoice Description: JAN 2023				
	001-000-128	DUE COST FOR OTH AGENCIES			248.10
*****	03/02/2023	5956 CIRCUIT JDG JUDICIAL ADMIN FUN	Check	No	248.10
	Purchase Order #: 0	Voucher #: 123411	Invoice #: 230201		248.10
	Invoice Description: JAN 2023				
	001-000-128	DUE COST FOR OTH AGENCIES			248.10
*****	03/02/2023	6340 CLAY-KING.COM, INC	Check	No	534.70
	Purchase Order #: 0	Voucher #: 122737	Invoice #: 7374		534.70
	Invoice Description: SPRT CONES/ BSQWR/ GLAZE				
	430-682-659	RESALE INV/CENTER			534.70
*****	03/02/2023	3407 CLEVERDON FARM INC.	Check	No	141.00
	Purchase Order #: 0	Voucher #: 122740	Invoice #: 78256		297.00
	Invoice Description: CENTIPEDE MINI-ROLLS SOD				
	001-210-620	RPR/MAINT GROUNDS			297.00
	Purchase Order #: 0	Voucher #: 122741	Invoice #: 78262		-156.00
	Invoice Description: CREDIT- PALLET RETURN				
	001-210-620	RPR/MAINT GROUNDS			-156.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	03/02/2023	6604 COASTAL INDUSTRIAL SUPPLY LLC	Check	No	462.29
Purchase Order #:	0	Voucher #: 122588	Invoice #: 65560		231.49
Invoice Description:		RAGS/ ODOR ELMNTR/ 1ST AID KITS/ LNS CLNR			
	001-200-516	SUPPLIES/OPERATING			231.49
Purchase Order #:	0	Voucher #: 122739	Invoice #: 65583		230.80
Invoice Description:		GROUT			
	001-608-720	ROADWAYS/PAVING/RESURFACE			230.80
*****	03/02/2023	319 COCA-COLA BOTTLING CO	Check	No	4,449.20
Purchase Order #:	0	Voucher #: 122738	Invoice #: 26639204785		1,505.20
Invoice Description:		VENDING/ CONCESSIONS			
	001-300-516	SUPPLIES/OPERATING			1,505.20
Purchase Order #:	0	Voucher #: 123225	Invoice #: 33974889004		1,440.00
Invoice Description:		VENDING/ CONCESSIONS			
	001-300-516	SUPPLIES/OPERATING			1,440.00
Purchase Order #:	0	Voucher #: 123502	Invoice #: 34076696004		1,504.00
Invoice Description:		VENDING/ CONCESSIONS			
	001-300-660	COST OF GOODS SOLD RETAIL			68.75
	001-300-516	SUPPLIES/OPERATING			1,435.25
*****	03/02/2023	7805 COMMUNITY COFFEE COMPANY, LLC	Check	No	472.19
Purchase Order #:	0	Voucher #: 123503	Invoice #: 12146303261		472.19
Invoice Description:		COFFEE SUPPLIES			
	001-325-516	SUPPLIES/OPERATING			472.19
*****	03/02/2023	390 COMPTROLLER STATE OF AL	Check	No	8,744.81
Purchase Order #:	0	Voucher #: 123412	Invoice #: 230201		8,744.81
Invoice Description:		JAN 2023			
	001-000-128	DUE COST FOR OTH AGENCIES			8,744.81
*****	03/02/2023	381 COMPUTER BACKUP, INC	Check	No	9,578.00
Purchase Order #:	0	Voucher #: 123504	Invoice #: 26342		1,078.00
Invoice Description:		UNIFIED THREAT MGMT			
	001-001-612	PROFESSIONAL FEES			1,078.00
Purchase Order #:	0	Voucher #: 123505	Invoice #: 26343		8,500.00
Invoice Description:		JAN 23			
	001-001-612	PROFESSIONAL FEES			8,500.00
*****	03/02/2023	3611 CONSOLIDATED FLEET SERVICES	Check	No	3,195.00
Purchase Order #:	0	Voucher #: 122915	Invoice #: 2022DM0015		3,195.00
Invoice Description:		LADDER INSP/ PRESSURE TESTS			
	001-175-618	RPR MAINT/EQUIPMENT	Accrual		3,195.00
*****	03/02/2023	5521 COPELAND, FRANCO, SCREWS & GILL, P.A.	Check	No	19,442.93
Purchase Order #:	0	Voucher #: 123010	Invoice #: 1		19,442.93
Invoice Description:		11/06/22-12/09/22 BRDG LTGTN			
	001-001-612	PROFESSIONAL FEES			19,442.93
*****	03/02/2023	3175 CORDY, RIO STARK	Check	No	60.00
Purchase Order #:	0	Voucher #: 123226	Invoice #: 230131		60.00
Invoice Description:		FITNESS			
	001-300-612	PROFESSIONAL FEES			60.00
*****	03/02/2023	2321 COVIUS	Check	No	954.08
Purchase Order #:	0	Voucher #: 123011	Invoice #: DK117912		954.08
Invoice Description:		CERT MAILERS			

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
	001-030-516	SUPPLIES/OPERATING			954.08
*****	03/02/2023	345 CRIMSON STONE, INC	Check	No	4,368.25
	Purchase Order #: 230022	Voucher #: 123506	Invoice #: 23127		4,368.25
	Invoice Description: ULTIMATE SERIES INFIELD				
	001-210-620	RPR/MAINT GROUNDS			4,368.25
*****	03/02/2023	395 CUMMINS, INC	Check	No	647.35
	Purchase Order #: 0	Voucher #: 122742	Invoice #: D3-78681		454.69
	Invoice Description: #702 SERVICE				
	001-200-622	RPR/MAINT VEHICLES	Accrual		454.69
	Purchase Order #: 0	Voucher #: 122946	Invoice #: D3-79346		192.66
	Invoice Description: #427 FILTERS				
	001-175-622	RPR/MAINT VEHICLES			192.66
*****	03/02/2023	4066 DARK, STEVEN	Check	No	130.00
	Purchase Order #: 0	Voucher #: 123421	Invoice #: 230131		130.00
	Invoice Description: JAN 2023				
	430-682-660	RESALE INV/ARTISTS			130.00
*****	03/02/2023	8201 DECERVO LLC	Check	No	7,200.00
	Purchase Order #: 230019	Voucher #: 122589	Invoice #: FE574874-0003		7,200.00
	Invoice Description: E-TRAIN CRRCLM/ MGR				
	001-100-630	TRAINING/TRAVEL			7,200.00
*****	03/02/2023	6281 DESIGN PRINT PROMOTE, LLC	Check	No	641.85
	Purchase Order #: 0	Voucher #: 122743	Invoice #: 01252023.HMDC-01		262.75
	Invoice Description: POSTCARDS				
	430-682-650	EXHIBITIONS & PROMOTIONS			262.75
	Purchase Order #: 0	Voucher #: 122744	Invoice #: 01252023.HDMC-02		379.10
	Invoice Description: RACK CARDS				
	430-682-650	EXHIBITIONS & PROMOTIONS			379.10
*****	03/02/2023	8148 DG RICKMAN ART	Check	No	780.00
	Purchase Order #: 0	Voucher #: 123449	Invoice #: 230131		780.00
	Invoice Description: JAN 2023				
	430-682-660	RESALE INV/ARTISTS			780.00
*****	03/02/2023	6713 DIAMOND SPEED PRODUCTS INC	Check	No	598.09
	Purchase Order #: 0	Voucher #: 122745	Invoice #: 76509		598.09
	Invoice Description: BLADES/ CUPWHEEL				
	001-200-507	EQUIPMENT/SMALL	Accrual		598.09
*****	03/02/2023	6343 DICKINSON, LOLITA P.	Check	No	715.00
	Purchase Order #: 0	Voucher #: 123422	Invoice #: 230131		715.00
	Invoice Description: JAN 2023				
	430-682-660	RESALE INV/ARTISTS			715.00
*****	03/02/2023	6114 DIMARIO, AMY	Check	No	1,253.20
	Purchase Order #: 0	Voucher #: 123423	Invoice #: 230131		1,253.20
	Invoice Description: JAN 2023				
	430-682-660	RESALE INV/ARTISTS			1,253.20
*****	03/02/2023	6287 DONALDSON, MARY DIANE	Check	No	195.00
	Purchase Order #: 0	Voucher #: 123424	Invoice #: 230131		195.00
	Invoice Description: JAN 2023				
	430-682-660	RESALE INV/ARTISTS			195.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)	
*****	03/02/2023	8171 DRINKWINE, FORREST BRETT	Check	No	140.00	
Purchase Order #:	0	Voucher #: 122746	Invoice #: TR19-0001687,1686,85		140.00	
Invoice Description:	JAMES C CURRY					
	001-010-612	PROFESSIONAL FEES			140.00	
*****	03/02/2023	7521 DRONEDEPLOY	Check	No	3,588.00	
Purchase Order #:	0	Voucher #: 123127	Invoice #: INV8467		3,588.00	
Invoice Description:	01/29/23-01/28/24 SUBSCRPTN					
	001-030-516	SUPPLIES/OPERATING			3,588.00	
*****	03/02/2023	7800 DUNCANCOUNTS, LLC	Check	No	2,000.00	
Purchase Order #:	0	Voucher #: 123507	Invoice #: 230201		2,000.00	
Invoice Description:	LOBBYIST					
	001-001-612	PROFESSIONAL FEES			2,000.00	
*****	03/02/2023	4098 DYE, AUTRY LEE	Check	No	178.75	
Purchase Order #:	0	Voucher #: 123425	Invoice #: 230131		178.75	
Invoice Description:	JAN 2023					
	430-682-660	RESALE INV/ARTISTS			178.75	
*****	03/02/2023	6351 ELLIOTT, CATHERINE KING	Check	No	66.95	
Purchase Order #:	0	Voucher #: 123426	Invoice #: 230131		66.95	
Invoice Description:	JAN 2023					
	430-682-660	RESALE INV/ARTISTS			66.95	
*****	03/02/2023	5849 EMERGENCY EQUIPMENT PROF INC	Check	No	2,197.50	
Purchase Order #:	0	Voucher #: 123128	Invoice #: 478702		1,960.50	
Invoice Description:	TRNG CYLINDERS KIT					
	001-175-507	EQUIPMENT/SMALL			1,960.50	
Purchase Order #:	0	Voucher #: 123508	Invoice #: 479256		237.00	
Invoice Description:	AIR CMPRSR SMPLS/ REPAIR					
	001-175-516	SUPPLIES/OPERATING			237.00	
*****	03/02/2023	2152 ENVELOC, INC.	Check	No	826.50	
Purchase Order #:	0	Voucher #: 123509	Invoice #: A479193		826.50	
Invoice Description:	JAN 2022					
	001-001-612	PROFESSIONAL FEES			826.50	
*****	03/02/2023	1909 EUROFINS ENVIRONMENT TESTING SOUTHEAST	Check	No	247.50	
Purchase Order #:	0	Voucher #: 122947	Invoice #: 4000118063		247.50	
Invoice Description:	MONTHLY SAMPLING					
	403-676-516	SUPPLIES/OPERATING			247.50	
*****	03/02/2023	6868 FAIR, GERALD E	Check	No	422.50	
Purchase Order #:	0	Voucher #: 123428	Invoice #: 230131		422.50	
Invoice Description:	JAN 2023					
	430-682-660	RESALE INV/ARTISTS			422.50	
*****	03/02/2023	6627 FBINAA	Check	No	345.00	
Purchase Order #:	0	Voucher #: 122605	Invoice #: FBINAA121922		345.00	
Invoice Description:	1/01/-12/31/23 BRWN/ WYTT/ BRDLY					
	001-100-608	DUES/MEMBERSHIP/SUBSCRIPT	Accrual		345.00	
*	*****	03/02/2023	3612 FIRST CALL	Check	No	3,960.84
Purchase Order #:	0	Voucher #: 122590	Invoice #: 1133-109328		19.98	
Invoice Description:	#243 WIPER BLADES					
	001-100-622	RPR/MAINT VEHICLES			19.98	

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 122591	Invoice #: 1133-109330		19.98
Invoice Description:	#243 WIPER BLADES				
001-100-622	RPR/MAINT VEHICLES			19.98	
Purchase Order #:	0	Voucher #: 122592	Invoice #: 1133-109595		19.98
Invoice Description:	#245 WIPER BLADES				
001-100-622	RPR/MAINT VEHICLES			19.98	
Purchase Order #:	0	Voucher #: 122593	Invoice #: 1133-109623		-19.98
Invoice Description:	CREDIT- #243 WIPER BLADES				
001-100-622	RPR/MAINT VEHICLES			-19.98	
Purchase Order #:	0	Voucher #: 122594	Invoice #: 1133-110925		299.01
Invoice Description:	#280 BRK RTRS/ WTR PMP/ BRK PADS				
001-100-622	RPR/MAINT VEHICLES			299.01	
Purchase Order #:	0	Voucher #: 122595	Invoice #: 1133-111154		19.98
Invoice Description:	#296 WIPER BLADES				
001-100-622	RPR/MAINT VEHICLES			19.98	
Purchase Order #:	0	Voucher #: 122596	Invoice #: 1133-113858		33.98
Invoice Description:	STOCK TRAILER PLUGS				
001-200-516	SUPPLIES/OPERATING			33.98	
Purchase Order #:	0	Voucher #: 122597	Invoice #: 1133-111755		554.74
Invoice Description:	#231 BRK ROTORS/ BRK PDS/ CLPRS				
001-100-622	RPR/MAINT VEHICLES			554.74	
Purchase Order #:	0	Voucher #: 122598	Invoice #: 1133-111853		35.38
Invoice Description:	#231 SWAY LINK KIT				
001-100-622	RPR/MAINT VEHICLES			35.38	
Purchase Order #:	0	Voucher #: 122599	Invoice #: 1133-113004		19.98
Invoice Description:	#454 WIPER BLADES				
001-175-622	RPR/MAINT VEHICLES			19.98	
Purchase Order #:	0	Voucher #: 122600	Invoice #: 1133-113008		19.98
Invoice Description:	#230 WIPER BLADES				
001-100-622	RPR/MAINT VEHICLES			19.98	
Purchase Order #:	0	Voucher #: 122601	Invoice #: 1133-113301		136.16
Invoice Description:	#701 SPRK PLGS/ IGNTN WIRE/ AIR FLTR				
001-200-622	RPR/MAINT VEHICLES			136.16	
Purchase Order #:	0	Voucher #: 122602	Invoice #: 1133-113651		7.26
Invoice Description:	#719 THERMOSTAT/ OUTLET SEAL				
001-200-622	RPR/MAINT VEHICLES			7.26	
Purchase Order #:	0	Voucher #: 122603	Invoice #: 5491-240139		42.20
Invoice Description:	#203 WIRES/ SPLICE/ FUSE HLDR/ TRMNL				
001-100-622	RPR/MAINT VEHICLES			42.20	
Purchase Order #:	0	Voucher #: 122604	Invoice #: 5491-240389		9.74
Invoice Description:	#280 HEADLIGHT BULB				
001-100-622	RPR/MAINT VEHICLES			9.74	
Purchase Order #:	0	Voucher #: 122748	Invoice #: 1133-111476		68.97
Invoice Description:	#702 ANTIFREEZE				
001-200-516	SUPPLIES/OPERATING			68.97	
Purchase Order #:	0	Voucher #: 122749	Invoice #: 1133-112053		177.80
Invoice Description:	STOCK WIPER BLADES				
001-200-516	SUPPLIES/OPERATING			88.90	
001-210-516	SUPPLIES/OPERATING			88.90	
Purchase Order #:	0	Voucher #: 122750	Invoice #: 1133-113326		117.26
Invoice Description:	#7003 SPEED SIGN BATTERY				
001-100-618	RPR/MAINT EQUIP			117.26	
Purchase Order #:	0	Voucher #: 122751	Invoice #: 1133-113422		693.68

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> #454 CTRL ARM ASSY					
	001-175-622	RPR/MAINT VEHICLES			693.68
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122752	<i>Invoice #:</i> 1133-115038		28.60
<i>Invoice Description:</i> #863 AIR FILTER					
	001-200-622	RPR/MAINT VEHICLES			28.60
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122753	<i>Invoice #:</i> 5491-239475		18.96
<i>Invoice Description:</i> #704 STRB LT TRML/ BLT TRML/ DSCNNCT					
	001-200-622	RPR/MAINT VEHICLES			18.96
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122754	<i>Invoice #:</i> 5491-240729		140.13
<i>Invoice Description:</i> #704 BATTERY					
	001-200-622	RPR/MAINT VEHICLES			140.13
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122755	<i>Invoice #:</i> 5491-240873		79.44
<i>Invoice Description:</i> TWL/ ABSRBR/ CAR WSH/ DSH CLN					
	001-030-516	SUPPLIES/OPERATING			79.44
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122948	<i>Invoice #:</i> 1133-113658		78.84
<i>Invoice Description:</i> #457 AIR FILTER					
	001-175-622	RPR/MAINT VEHICLES			78.84
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122949	<i>Invoice #:</i> 5491-240865		21.94
<i>Invoice Description:</i> #413 PVF BRAKE LINE					
	001-175-622	RPR/MAINT VEHICLES			21.94
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122950	<i>Invoice #:</i> 5491-240868		24.20
<i>Invoice Description:</i> #413 UNIONS/ PUSHON SWIVELS					
	001-175-622	RPR/MAINT VEHICLES			24.20
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122951	<i>Invoice #:</i> 5491-240961		89.95
<i>Invoice Description:</i> DEF FLUID					
	001-175-510	GAS/OIL			89.95
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123012	<i>Invoice #:</i> 1133-114685		54.34
<i>Invoice Description:</i> #618 TENSIONER					
	403-676-622	RPR/MAINT VEHICLES			54.34
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123013	<i>Invoice #:</i> 1133-114858A		33.99
<i>Invoice Description:</i> #653 HARNESS					
	001-001-622	RPR/MAINT VEHICLES			33.99
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123014	<i>Invoice #:</i> 1133-115345		27.99
<i>Invoice Description:</i> STOCK FLARING TOOL					
	001-200-516	SUPPLIES/OPERATING			27.99
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123129	<i>Invoice #:</i> 1133-115346		34.10
<i>Invoice Description:</i> #413 TRANS HOSE					
	001-175-622	RPR/MAINT VEHICLES			34.10
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123130	<i>Invoice #:</i> 1133-116314		19.98
<i>Invoice Description:</i> #700 WIPER BLADES					
	001-200-622	RPR/MAINT VEHICLES			19.98
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123131	<i>Invoice #:</i> 1133-116919		9.99
<i>Invoice Description:</i> STK BATTRS WELDING HELMET					
	001-200-516	SUPPLIES/OPERATING			9.99
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123132	<i>Invoice #:</i> 5491-241063		18.99
<i>Invoice Description:</i> #762 USB SOCKET					
	001-410-618	RPR/MAINT EQUIPMENT			18.99
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123227	<i>Invoice #:</i> 1133-113150		127.72
<i>Invoice Description:</i> #268 BATTERY					
	001-100-622	RPR/MAINT VEHICLES			127.72
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123228	<i>Invoice #:</i> 1133-113219		-50.00
<i>Invoice Description:</i> #231 BATTERY CORE RETURN					
	001-100-622	RPR/MAINT VEHICLES			-50.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 123229	Invoice #: 1133-114788		8.52
Invoice Description:		#227 HEAD LIGHT BULB			
001-100-622	RPR/MAINT VEHICLES				8.52
Purchase Order #:	0	Voucher #: 123230	Invoice #: 1133-116654		619.39
Invoice Description:		#650 BRK RTRS/ LUGS/ CLPRS/ PADS			
403-676-622	RPR/MAINT VEHICLES				619.39
Purchase Order #:	0	Voucher #: 123231	Invoice #: 1133-116880		19.98
Invoice Description:		#468 WIPER BLADES			
001-175-622	RPR/MAINT VEHICLES				19.98
Purchase Order #:	0	Voucher #: 123232	Invoice #: 5491-239709		107.75
Invoice Description:		ENGN 2 WIPER BLDS/ DEGRSR/ MRKR LIGHT			
001-175-622	RPR/MAINT VEHICLES				107.75
Purchase Order #:	0	Voucher #: 123510	Invoice #: 1133-116371		12.74
Invoice Description:		#315 SPARK PLUG			
001-410-622	RPR/MAINT VEHICLES				12.74
Purchase Order #:	0	Voucher #: 123511	Invoice #: 1133-116897		147.23
Invoice Description:		#751 IGN COIL/ PLUGS/ IGN WR SET			
001-410-622	RPR/MAINT VEHICLES				147.23
Purchase Order #:	0	Voucher #: 123512	Invoice #: 1133-118252		9.99
Invoice Description:		STOCK BUTT SPLICE			
001-200-516	SUPPLIES/OPERATING				9.99
*****	03/02/2023	6575 FIRST CITY ARTS ALLIANCE, INC	Check	No	461.00
Purchase Order #:	0	Voucher #: 122756	Invoice #: 001517		461.00
Invoice Description:		CLAY			
430-682-659	RESALE INV/CENTER				461.00
*****	03/02/2023	6493 FRANCEZ, BARBARA JENKINS	Check	No	330.00
Purchase Order #:	0	Voucher #: 122556	Invoice #: 230120		90.00
Invoice Description:		CARDIO DANCE			
001-325-612	PROFESSIONAL FEES				90.00
Purchase Order #:	0	Voucher #: 122931	Invoice #: 230127		120.00
Invoice Description:		CARDIO DANCE			
001-325-612	PROFESSIONAL FEES				120.00
Purchase Order #:	0	Voucher #: 123095	Invoice #: 230203		120.00
Invoice Description:		CARDIO DANCE			
001-325-612	PROFESSIONAL FEES				120.00
*****	03/02/2023	5901 FUN EXPRESS, LLC	Check	No	42.33
Purchase Order #:	0	Voucher #: 122952	Invoice #: 721464691-02		42.33
Invoice Description:		WATERCOLORS			
001-350-516	SUPPLIES/OPERATING		Accrual		42.33
*****	03/02/2023	6132 FURMAN, CAROL	Check	No	18.20
Purchase Order #:	0	Voucher #: 123427	Invoice #: 230131		18.20
Invoice Description:		JAN 2023			
430-682-660	RESALE INV/ARTISTS				18.20
*****	03/02/2023	710 GALLS, LLC	Check	No	3,892.95
Purchase Order #:	0	Voucher #: 122606	Invoice #: 023147290		148.22
Invoice Description:		SHIRTS			
001-100-540	UNIFORMS				148.22
Purchase Order #:	0	Voucher #: 122607	Invoice #: 023147299		122.37
Invoice Description:		TROUSERS			
001-100-540	UNIFORMS				122.37

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 122608	Invoice #: 023147300		489.48
Invoice Description:	TROUSERS				
001-100-540	UNIFORMS			489.48	
Purchase Order #:	0	Voucher #: 122609	Invoice #: 023147365		417.65
Invoice Description:	SUPERSHIRTS				
001-100-540	UNIFORMS			417.65	
Purchase Order #:	0	Voucher #: 122610	Invoice #: 023168026		734.00
Invoice Description:	PANTS				
001-100-540	UNIFORMS			734.00	
Purchase Order #:	0	Voucher #: 122611	Invoice #: 023264702		-1,969.66
Invoice Description:	CREDIT- SHIRTS				
001-175-540	UNIFORMS			-1,969.66	
Purchase Order #:	0	Voucher #: 122612	Invoice #: 023277503		-79.95
Invoice Description:	CREDIT- OXFORDS				
001-175-540	UNIFORMS			-79.95	
Purchase Order #:	0	Voucher #: 122757	Invoice #: 021332754C		-108.90
Invoice Description:	PD 2X CHKS 153232,153719				
001-100-540	UNIFORMS			-108.90	
Purchase Order #:	0	Voucher #: 122758	Invoice #: 023062103		328.77
Invoice Description:	STINGERS/ BOOTS/ PANTS				
001-100-540	UNIFORMS		Accrual	328.77	
Purchase Order #:	0	Voucher #: 122759	Invoice #: 023122098		138.89
Invoice Description:	BADGE				
001-100-540	UNIFORMS			138.89	
Purchase Order #:	0	Voucher #: 122916	Invoice #: BC1746004		2,250.00
Invoice Description:	WATER RESCUE VESTS				
001-175-507	EQUIPMENT/SMALL		Accrual	2,250.00	
Purchase Order #:	0	Voucher #: 123233	Invoice #: 023204358		250.59
Invoice Description:	SHIRTS				
001-100-540	UNIFORMS			250.59	
Purchase Order #:	0	Voucher #: 123234	Invoice #: 023216533		157.48
Invoice Description:	SHIRTS				
001-100-540	UNIFORMS			157.48	
Purchase Order #:	0	Voucher #: 123235	Invoice #: 023229337		13.88
Invoice Description:	NAME TAG				
001-100-540	UNIFORMS			13.88	
Purchase Order #:	0	Voucher #: 123236	Invoice #: 023251875		333.64
Invoice Description:	PANTS				
001-110-540	UNIFORMS			333.64	
Purchase Order #:	0	Voucher #: 123237	Invoice #: 023264288		13.88
Invoice Description:	NAME TAG				
001-100-540	UNIFORMS			13.88	
Purchase Order #:	0	Voucher #: 123238	Invoice #: 023266671		62.90
Invoice Description:	SHIRT				
001-100-540	UNIFORMS			62.90	
Purchase Order #:	0	Voucher #: 123239	Invoice #: 023278352		179.67
Invoice Description:	STINGER				
001-100-540	UNIFORMS			179.67	
Purchase Order #:	0	Voucher #: 123240	Invoice #: 023278353		359.34
Invoice Description:	STINGERS				
001-100-540	UNIFORMS			359.34	
Purchase Order #:	0	Voucher #: 123241	Invoice #: 023285049		50.70
Invoice Description:	LIEUTENANT BARS				

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
	001-100-612	PROFESSIONAL FEES			50.70
*****	03/02/2023	711 GANT, DAVID	Check	No	25.00
	Purchase Order #: 0	Voucher #: 123242	Invoice #: 230202		25.00
	Invoice Description:	REIMB EMT RECERT FEE			
	001-175-608	DUES/MEMBERSHIP/SUBSCRIPT			25.00
*****	03/02/2023	5627 GCO INC, GULF COAST ORGANIC INC	Check	No	406.53
	Purchase Order #: 0	Voucher #: 122760	Invoice #: 45605		221.00
	Invoice Description:	ELEMENT 4 WEED KILLER			
	001-410-620	RPR/MAINT GROUNDS			221.00
	Purchase Order #: 0	Voucher #: 122761	Invoice #: 45632		48.50
	Invoice Description:	SPRNKLR ELBOWS			
	001-210-620	RPR/MAINT GROUNDS			48.50
	Purchase Order #: 0	Voucher #: 122762	Invoice #: 45634		137.03
	Invoice Description:	FLEX PIPE/ VALVE BOXES			
	001-210-620	RPR/MAINT GROUNDS			137.03
*****	03/02/2023	6559 GEOCON ENGINEERING & MATERIAL TESTING	Check	No	3,145.00
	Purchase Order #: 0	Voucher #: 122763	Invoice #: 7484		3,145.00
	Invoice Description:	PRPSD FUELING STN TSTNG			
	001-608-754	POWERLINE ROAD			3,145.00
*****	03/02/2023	706 G&J POWER EQUIPMENT INC	Check	No	844.99
	Purchase Order #: 0	Voucher #: 122764	Invoice #: 655911		329.90
	Invoice Description:	WEEDEATER HEADS			
	001-200-516	SUPPLIES/OPERATING			329.90
	Purchase Order #: 0	Voucher #: 122765	Invoice #: 655913		7.44
	Invoice Description:	WEED EATER LINE			
	001-200-516	SUPPLIES/OPERATING			7.44
	Purchase Order #: 0	Voucher #: 123133	Invoice #: 656096		75.81
	Invoice Description:	STOCK CHAIN FOR SAWS			
	001-200-516	SUPPLIES/OPERATING			75.81
	Purchase Order #: 0	Voucher #: 123134	Invoice #: 656098		280.80
	Invoice Description:	MIX OIL- SMALL EQUIPMT			
	001-210-510	GAS/OIL			280.80
	Purchase Order #: 0	Voucher #: 123513	Invoice #: 656097		151.04
	Invoice Description:	EXMRK MWR REPAIR			
	001-210-618	RPR/MAINT EQUIPMENT			151.04
*****	03/02/2023	5993 GLASS SYSTEMS OF ALABAMA, LLP	Check	No	12,775.00
	Purchase Order #: 220261	Voucher #: 122613	Invoice #: 20953		12,775.00
	Invoice Description:	REPL DOOR/ WINDOWS			
	001-175-616	RPR/MAINT PLANT/BLDGS			12,775.00
*****	03/02/2023	723 G N G PLUMBING	Check	No	921.22
	Purchase Order #: 0	Voucher #: 122766	Invoice #: 309707		58.37
	Invoice Description:	COUPLINGS/ ELBOWS			
	001-210-616	RPR/MAINT PLANT/BLDG			58.37
	Purchase Order #: 0	Voucher #: 122767	Invoice #: 309795		57.11
	Invoice Description:	COPPER PIPE/ ADAPTERS/ PTFE TAPE			
	001-001-616	RPR/MAINT PLANT/BLDGS			57.11
	Purchase Order #: 0	Voucher #: 122768	Invoice #: 309924		30.15
	Invoice Description:	BLL VLV/ CMT/ PRPL PRMR/ BSHG/ TEE			
	001-001-616	RPR/MAINT PLANT/BLDGS			30.15
	Purchase Order #: 0	Voucher #: 122769	Invoice #: 309961		9.28

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> BRASS HOSE BIBB/ BUSHING					
	001-210-516	SUPPLIES/OPERATING			9.28
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122770	<i>Invoice #:</i> 309976		10.67
<i>Invoice Description:</i> PVC CAPS/ PIPE					
	001-210-516	SUPPLIES/OPERATING			10.67
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122771	<i>Invoice #:</i> 309976C		-10.67
<i>Invoice Description:</i> CREDIT- PVC CAPS/ PIPE					
	001-210-516	SUPPLIES/OPERATING			-10.67
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122772	<i>Invoice #:</i> 309977		7.98
<i>Invoice Description:</i> PVC CAPS					
	001-210-516	SUPPLIES/OPERATING			7.98
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122773	<i>Invoice #:</i> 310016		29.64
<i>Invoice Description:</i> PRESSURE GAUGE/ TAPE					
	001-210-516	SUPPLIES/OPERATING			29.64
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123015	<i>Invoice #:</i> 309978		6.78
<i>Invoice Description:</i> BRSS BUSHING/ BRSS NIPPLE					
	001-200-516	SUPPLIES/OPERATING			6.78
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123016	<i>Invoice #:</i> 310141		84.67
<i>Invoice Description:</i> ELBOW/ MCHNCL CPLNGS					
	403-676-516	SUPPLIES/OPERATING			84.67
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123017	<i>Invoice #:</i> 310142		13.98
<i>Invoice Description:</i> FOAM SEALANT					
	403-676-516	SUPPLIES/OPERATING			13.98
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123135	<i>Invoice #:</i> 310199		56.14
<i>Invoice Description:</i> PVC CMT/ VLV/ PRMR/ HOSE BIBB					
	001-210-516	SUPPLIES/OPERATING			56.14
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123136	<i>Invoice #:</i> 310263		61.16
<i>Invoice Description:</i> PVC CMT/ PRMR/ ML ADPTR/ CPLNG					
	001-210-620	RPR/MAINT GROUNDS			61.16
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123243	<i>Invoice #:</i> 309902		24.58
<i>Invoice Description:</i> LIGHT CONTROLS					
	001-300-620	RPR/MAINT GROUNDS			24.58
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123514	<i>Invoice #:</i> I-43013-1		409.85
<i>Invoice Description:</i> PLUMBING REPAIR					
	001-001-616	RPR/MAINT PLANT/BLDGS			409.85
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123515	<i>Invoice #:</i> 310308		60.33
<i>Invoice Description:</i> BUSHINGS/ COUPLING					
	001-210-516	SUPPLIES/OPERATING			60.33
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123516	<i>Invoice #:</i> 310419		11.20
<i>Invoice Description:</i> KEYS					
	001-300-516	SUPPLIES/OPERATING			11.20
*****	03/02/2023	6477 GREENCO SERVICES LLC	Check	No	153,686.23
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122774	<i>Invoice #:</i> 2		153,686.23
<i>Invoice Description:</i> COMM DEV RENO					
	001-601-737	CITYWIDE RENOVATIONS			153,686.23
*****	03/02/2023	5855 GREENSOUTH SOLUTIONS LLC	Check	No	83,144.72
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123139	<i>Invoice #:</i> 3260		83,144.72
<i>Invoice Description:</i> BIOSOLIDS CONV MGMT					
	403-676-635	UTILITIES	Accrual		83,144.72
*****	03/02/2023	3900 GULF CARTS PLUS, LLC	Check	No	2,662.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122614	<i>Invoice #:</i> 5589		870.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> CART #14 BATTERIES					
	001-210-618	RPR/MAINT EQUIPMENT			870.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122615	<i>Invoice #:</i> 5590		922.00
<i>Invoice Description:</i> CART #21 BATTERIES/ SWTCH REPAIR					
	001-210-618	RPR/MAINT EQUIPMENT			922.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122775	<i>Invoice #:</i> 5588		870.00
<i>Invoice Description:</i> CART #23 BATTERIES					
	001-210-618	RPR/MAINT EQUIPMENT			870.00
*****	03/02/2023	7327 GULF COAST EVENTS & RENTALS	Check	No	2,000.00
<i>Purchase Order #:</i> 230025		<i>Voucher #:</i> 122776	<i>Invoice #:</i> 228692990		2,000.00
<i>Invoice Description:</i> TENTS/ CHAIRS DEPOSIT					
	430-682-649	FESTIVALS EXPENSES			2,000.00
*****	03/02/2023	769 GULF COAST MEDIA PAYMENT SERVICES	Check	No	1,490.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123517	<i>Invoice #:</i> 434905		1,490.00
<i>Invoice Description:</i> BEACHIN' ADS/ BEST OF BLDWN					
	001-300-650	EXHIBITIONS & PROMOTIONS			595.00
	430-682-650	EXHIBITIONS & PROMOTIONS			895.00
*****	03/02/2023	778 GULF SHORES AUTO SUPPLY	Check	No	1,848.79
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122616	<i>Invoice #:</i> 049252		66.88
<i>Invoice Description:</i> DISC \$1.36					
	001-100-622	RPR/MAINT VEHICLES			66.88
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122617	<i>Invoice #:</i> 049254		78.25
<i>Invoice Description:</i> DISC \$1.6					
	001-175-622	RPR/MAINT VEHICLES			78.25
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122618	<i>Invoice #:</i> 049255		15.68
<i>Invoice Description:</i> DISC \$0.32					
	001-030-622	RPR/MAINT VEHICLES			15.68
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122619	<i>Invoice #:</i> 049328		46.32
<i>Invoice Description:</i> DISC \$0.95					
	001-030-510	GAS/OIL			41.94
	001-030-622	RPR/MAINT VEHICLES			4.38
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122620	<i>Invoice #:</i> 049403		53.17
<i>Invoice Description:</i> DISC \$1.09					
	001-210-510	GAS/OIL			47.84
	001-210-622	RPR/MAINT VEHICLES			5.33
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122621	<i>Invoice #:</i> 049404		60.02
<i>Invoice Description:</i> DISC \$1.23					
	001-200-510	GAS/OIL			55.92
	001-200-622	RPR/MAINT VEHICLES			4.10
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122777	<i>Invoice #:</i> 046980		84.36
<i>Invoice Description:</i> NO DISC- #245 OIL/ FLTR					
	001-100-622	RPR/MAINT VEHICLES	Accrual		84.36
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122778	<i>Invoice #:</i> 048144		61.51
<i>Invoice Description:</i> NO DISC- #344 OIL/ FLTR					
	001-030-510	GAS/OIL	Accrual		56.45
	001-030-622	RPR/MAINT VEHICLES	Accrual		5.06
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122779	<i>Invoice #:</i> 049013		173.90
<i>Invoice Description:</i> NO DISC- #903 OIL/ CBN AIR FLTR					
	404-677-510	GAS/OIL			158.94
	404-677-622	RPR/MAINT VEHICLES			14.96
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122780	<i>Invoice #:</i> 049325		66.88

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> DISC \$1.36					
	001-100-622	RPR/MAINT VEHICLES			66.88
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122781	<i>Invoice #:</i> 049326		83.86
<i>Invoice Description:</i> DISC \$1.71					
	001-100-622	RPR/MAINT VEHICLES			83.86
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122782	<i>Invoice #:</i> 049327		66.88
<i>Invoice Description:</i> DISC \$1.36					
	403-676-622	RPR/MAINT VEHICLES			66.88
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122783	<i>Invoice #:</i> 049400		57.14
<i>Invoice Description:</i> DISC \$1.17					
	001-100-622	RPR/MAINT VEHICLES			57.14
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122784	<i>Invoice #:</i> 049402		26.33
<i>Invoice Description:</i> DISC \$0.54					
	001-175-510	GAS/OIL			21.54
	001-175-622	RPR/MAINT VEHICLES			4.79
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122785	<i>Invoice #:</i> 049681		52.03
<i>Invoice Description:</i> DISC \$1.06					
	404-677-622	RPR/MAINT VEHICLES			52.03
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122953	<i>Invoice #:</i> 049457		66.88
<i>Invoice Description:</i> DISC \$1.36					
	001-175-510	GAS/OIL			61.55
	001-175-622	RPR/MAINT VEHICLES			5.33
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123140	<i>Invoice #:</i> 047421		124.27
<i>Invoice Description:</i> NO DISC- #106 OIL/ FLTRS					
	001-001-622	RPR/MAINT VEHICLES	Accrual		124.27
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123141	<i>Invoice #:</i> 049799		46.32
<i>Invoice Description:</i> DISC \$0.95					
	001-001-622	RPR/MAINT VEHICLES			46.32
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123142	<i>Invoice #:</i> 049800		9.96
<i>Invoice Description:</i> DISC \$0.20					
	001-200-618	RPR/MAINT EQUIPMENT			9.96
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123143	<i>Invoice #:</i> 049952		7.08
<i>Invoice Description:</i> DISC \$0.14					
	404-677-618	RPR/MAINT EQUIPMENT			7.08
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123144	<i>Invoice #:</i> 050009		5.22
<i>Invoice Description:</i> DISC \$0.11					
	404-677-618	RPR/MAINT EQUIPMENT			5.22
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123145	<i>Invoice #:</i> 050010		5.22
<i>Invoice Description:</i> DISC \$0.11					
	404-677-618	RPR/MAINT EQUIPMENT			5.22
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123244	<i>Invoice #:</i> 049798		60.02
<i>Invoice Description:</i> DISC \$1.23					
	001-100-622	RPR/MAINT VEHICLES			60.02
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123245	<i>Invoice #:</i> 049801		66.88
<i>Invoice Description:</i> DISC \$1.36					
	001-100-622	RPR/MAINT VEHICLES			66.88
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123518	<i>Invoice #:</i> 050008		53.18
<i>Invoice Description:</i> DISC \$1.08					
	001-100-622	RPR/MAINT VEHICLES			53.18
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123519	<i>Invoice #:</i> 050183		89.10
<i>Invoice Description:</i> DISC \$1.82					
	404-677-622	RPR/MAINT VEHICLES			89.10
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123520	<i>Invoice #:</i> 050184		53.17

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> DISC \$1.09					
	001-200-510	GAS/OIL			47.84
	001-200-622	RPR/MAINT VEHICLES			5.33
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123521	<i>Invoice #:</i> 050185		26.33
<i>Invoice Description:</i> DISC \$0.54					
	403-676-622	RPR/MAINT VEHICLES			26.33
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123522	<i>Invoice #:</i> 050187		121.91
<i>Invoice Description:</i> DISC \$2.49					
	001-175-510	GAS/OIL			105.96
	001-175-622	RPR/MAINT VEHICLES			15.95
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123523	<i>Invoice #:</i> 050189		60.02
<i>Invoice Description:</i> DISC \$1.23					
	001-175-510	GAS/OIL			54.69
	001-175-622	RPR/MAINT VEHICLES			5.33
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123524	<i>Invoice #:</i> 050288		60.02
<i>Invoice Description:</i> DISC \$1.23					
	001-210-618	RPR/MAINT EQUIPMENT			60.02
*****	03/02/2023	770 GULF SHORES HIGH SCHOOL	Check	No	1,000.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123525	<i>Invoice #:</i> 230206		500.00
<i>Invoice Description:</i> MARDI GRAS PARADE '23					
	001-300-650	EXHIBITIONS & PROMOTIONS			500.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123526	<i>Invoice #:</i> 230206A		500.00
<i>Invoice Description:</i> NJROTC '23 MARDI GRAS PARADE					
	001-300-650	EXHIBITIONS & PROMOTIONS			500.00
*****	03/02/2023	789 GULF SHORES POWER SPORTS	Check	No	14,256.00
<i>Purchase Order #:</i>	230006	<i>Voucher #:</i> 123246	<i>Invoice #:</i> 230131		14,256.00
<i>Invoice Description:</i> '23 EZGO GOLF CART					
	001-609-730	P & R CAPITAL EQUIPMENT			14,256.00
*****	03/02/2023	792 GULF STATES DISTRIBUTORS	Check	No	252.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 122786	<i>Invoice #:</i> 1436387-IN		252.00
<i>Invoice Description:</i> HOLSETRS					
	001-100-507	EQUIPMENT/SMALL			252.00
*****	03/02/2023	6811 GYM-WORX, LLC	Check	No	852.39
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 122954	<i>Invoice #:</i> I36976LU		99.00
<i>Invoice Description:</i> EQUIPMENT REPAIR					
	001-325-612	PROFESSIONAL FEES	Accrual		99.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123527	<i>Invoice #:</i> I77750PM		753.39
<i>Invoice Description:</i> EQPMNT MNTNC/ SVC					
	001-325-612	PROFESSIONAL FEES			753.39
*****	03/02/2023	806 HACH COMPANY	Check	No	1,837.25
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 122622	<i>Invoice #:</i> 13418736		429.91
<i>Invoice Description:</i> NESSLER RGT					
	403-676-516	SUPPLIES/OPERATING			429.91
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 122623	<i>Invoice #:</i> 13419635		440.00
<i>Invoice Description:</i> S-TKN TNT+					
	403-676-516	SUPPLIES/OPERATING			440.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 122624	<i>Invoice #:</i> 13421263		110.94
<i>Invoice Description:</i> SAMPLER CUPS					
	403-676-516	SUPPLIES/OPERATING			110.94
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 122787	<i>Invoice #:</i> 13425933		67.50

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> SQUARE BOTTLES					
	403-676-516	SUPPLIES/OPERATING			67.50
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123146	<i>Invoice #:</i> 13434548		94.90
<i>Invoice Description:</i> KTO: BTTL DISP CAP PLUGS					
	403-676-516	SUPPLIES/OPERATING			94.90
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123528	<i>Invoice #:</i> 13448647		694.00
<i>Invoice Description:</i> REFILLABE PROBE					
	403-676-516	SUPPLIES/OPERATING			694.00
*****	03/02/2023	808 HADLEY TERMITE & PEST CONTROL	Check	No	3,000.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122625	<i>Invoice #:</i> 166-00244199		1,500.00
<i>Invoice Description:</i> STN 1 TERMITE TMT					
	001-175-616	RPR/MAINT PLANT/BLDGS	Accrual		1,500.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122626	<i>Invoice #:</i> 166-00244212		875.00
<i>Invoice Description:</i> STN 2 TERMITE TMT					
	001-175-616	RPR/MAINT PLANT/BLDGS	Accrual		875.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122788	<i>Invoice #:</i> 166-00246074		625.00
<i>Invoice Description:</i> ADMIN TERMITE TMT					
	001-175-616	RPR/MAINT PLANT/BLDGS			625.00
*****	03/02/2023	5017 HALL, JOANNE LEE	Check	No	87.75
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123429	<i>Invoice #:</i> 230131		87.75
<i>Invoice Description:</i> JAN 2023					
	430-682-660	RESALE INV/ARTISTS			87.75
*****	03/02/2023	807 HALL'S AUTO SUPPLY	Check	No	54.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122789	<i>Invoice #:</i> 34032		54.00
<i>Invoice Description:</i> MINI-X & SKID STR TRLR REPAIR KIT					
	001-200-618	RPR/MAINT EQUIPMENT			54.00
*****	03/02/2023	833 HAYNES EMERGENCY LIGHTING	Check	No	2,281.30
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122627	<i>Invoice #:</i> 2300061-IN		216.30
<i>Invoice Description:</i> #452 SIREN					
	001-175-622	RPR/MAINT VEHICLES			216.30
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123247	<i>Invoice #:</i> 2300121-IN		2,065.00
<i>Invoice Description:</i> PD JET SKI LIGHTNG INSTALL					
	001-100-507	EQUIPMENT/SMALL			2,065.00
*****	03/02/2023	1335 HENRY SCHEIN INC	Check	No	7,058.53
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122790	<i>Invoice #:</i> 32633434		2,022.78
<i>Invoice Description:</i> MEDICAL SUPPLIES					
	001-175-516	SUPPLIES/OPERATING			2,022.78
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122791	<i>Invoice #:</i> 32662814		1,097.78
<i>Invoice Description:</i> MEDICAL SUPPLIES					
	001-175-516	SUPPLIES/OPERATING			1,097.78
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122955	<i>Invoice #:</i> 32633435		49.14
<i>Invoice Description:</i> MEDICAL SUPPLIES					
	001-175-516	SUPPLIES/OPERATING			49.14
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122956	<i>Invoice #:</i> 32662815		100.00
<i>Invoice Description:</i> MEDICAL SUPPLIES					
	001-175-516	SUPPLIES/OPERATING			100.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122957	<i>Invoice #:</i> 32868018		112.83
<i>Invoice Description:</i> MEDICAL SUPPLIES					
	001-175-516	SUPPLIES/OPERATING			112.83
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122958	<i>Invoice #:</i> 33014771		249.68

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> MEDICAL SUPPLIES					
	001-175-516	SUPPLIES/OPERATING			249.68
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123147	<i>Invoice #:</i> 33055072		25.02
<i>Invoice Description:</i> MED SUPPLIES					
	001-175-516	SUPPLIES/OPERATING			25.02
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123148	<i>Invoice #:</i> 33120789		73.35
<i>Invoice Description:</i> MED SUPPLIES					
	001-175-516	SUPPLIES/OPERATING			73.35
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123149	<i>Invoice #:</i> 33132093		163.00
<i>Invoice Description:</i> MED SUPPLIES					
	001-175-516	SUPPLIES/OPERATING			163.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123150	<i>Invoice #:</i> 33135449		48.90
<i>Invoice Description:</i> MED SUPPLIES					
	001-175-516	SUPPLIES/OPERATING			48.90
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123151	<i>Invoice #:</i> 33267026		2,375.55
<i>Invoice Description:</i> MED SUPPLIES					
	001-175-516	SUPPLIES/OPERATING			2,375.55
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123152	<i>Invoice #:</i> 33374149		740.50
<i>Invoice Description:</i> MED SUPPLIES					
	001-175-516	SUPPLIES/OPERATING			740.50
*****	03/02/2023	6551 HIGHWAY TRAFFIC SAFETY FUND	Check	No	300.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123413	<i>Invoice #:</i> 230201		300.00
<i>Invoice Description:</i> JAN 2023					
	001-000-128	DUE COST FOR OTH AGENCIES			300.00
*****	03/02/2023	3579 HOBBY LOBBY	Check	No	23.97
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123018	<i>Invoice #:</i> 119800179		23.97
<i>Invoice Description:</i> 'MRMD' FABRIC					
	001-375-636	PRODUCTION COST			23.97
*****	03/02/2023	8177 HODGE, LONNIE	Check	No	42.25
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123430	<i>Invoice #:</i> 230131		42.25
<i>Invoice Description:</i> JAN 2023					
	430-682-660	RESALE INV/ARTISTS			42.25
*****	03/02/2023	7203 HOFF, GREGORY	Check	No	165.75
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123431	<i>Invoice #:</i> 230131		165.75
<i>Invoice Description:</i> JAN 2023					
	430-682-660	RESALE INV/ARTISTS			165.75
*****	03/02/2023	8230 HOOD, ANTHONY	Check	No	61.25
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 122792	<i>Invoice #:</i> 230120		25.00
<i>Invoice Description:</i> REIMB CDL TEST FEES					
	001-200-630	TRAINING/TRAVEL			25.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 122793	<i>Invoice #:</i> 230120A		36.25
<i>Invoice Description:</i> REIMB CDL PERMIT FEES					
	001-200-630	TRAINING/TRAVEL			36.25
*****	03/02/2023	8233 HUGGERS LANDING/ OYSTER BAY VOLUNTEER FD	Check	No	100.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123248	<i>Invoice #:</i> 1001		100.00
<i>Invoice Description:</i> PROPANE					
	001-175-510	GAS/OIL			100.00
*****	03/02/2023	880 HUNTER SECURITY INC	Check	No	305.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123529	<i>Invoice #:</i> 897808		305.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> FEB 23					
		430-682-612 PROFESSIONAL FEES			80.00
		411-681-616 RPR/MAINT BUILDING			40.00
		001-200-612 PROFESSIONAL FEES			55.00
		001-410-612 PROFESSIONAL FEES			130.00
*****	03/02/2023	7822 ICE PLANT, INC.	Check	No	405.00
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 123019	<i>Invoice #:</i> 33-3449926		243.00
	<i>Invoice Description:</i> ICE				
		001-200-516 SUPPLIES/OPERATING			121.50
		001-210-516 SUPPLIES/OPERATING			121.50
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 123153	<i>Invoice #:</i> 33-3449971		162.00
	<i>Invoice Description:</i> ICE				
		001-200-516 SUPPLIES/OPERATING			162.00
*****	03/02/2023	230 IMPERIAL BAG & PAPER CO., LLC	Check	No	2,545.00
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 122794	<i>Invoice #:</i> 12800323		2,119.00
	<i>Invoice Description:</i> PPR TWLS/ CUPS				
		001-325-513 SUPPLIES/JANITORIAL			2,119.00
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 123154	<i>Invoice #:</i> 12847911		426.00
	<i>Invoice Description:</i> FOAM HNDWSH/ PPR TWLS				
		411-681-513 SUPPLIES/JANITORIAL			426.00
*****	03/02/2023	7433 INGRAM EQUIPMENT COMPANY, LLC	Check	No	1,177.02
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 122795	<i>Invoice #:</i> P00517		272.10
	<i>Invoice Description:</i> #745 REPL TARP				
		001-200-618 RPR/MAINT EQUIPMENT			272.10
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 123530	<i>Invoice #:</i> 00878572-IN		904.92
	<i>Invoice Description:</i> #709 BLADES/ BOLTS/ NUTS				
		404-677-618 RPR/MAINT EQUIPMENT	Accrual		904.92
*****	03/02/2023	940 INTERSTATE PRINTING & GRAPH	Check	No	635.00
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 122796	<i>Invoice #:</i> 42749		589.00
	<i>Invoice Description:</i> NOTECARDS/ ENVELOPES				
		001-001-516 SUPPLIES/OPERATING			589.00
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 122797	<i>Invoice #:</i> 42751		46.00
	<i>Invoice Description:</i> BUS CARDS- T ROBINSON				
		001-001-516 SUPPLIES/OPERATING			46.00
*****	03/02/2023	7759 J & A CONTRACTING	Check	No	2,000.00
	<i>Purchase Order #:</i> 220409	<i>Voucher #:</i> 123155	<i>Invoice #:</i> 16918		2,000.00
	<i>Invoice Description:</i> CURBING INSTALL				
		411-681-616 RPR/MAINT BUILDING			2,000.00
*****	03/02/2023	7931 JENKINS, JOEL	Check	No	14.00
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 123156	<i>Invoice #:</i> 230131		14.00
	<i>Invoice Description:</i> REIMB EMS LIC RENEWAL				
		001-175-608 DUES/MEMBERSHIP/SUBSCRIPT			14.00
*****	03/02/2023	7816 J.F. MORRIS PERFORMANCE LLC	Check	No	3,050.00
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 123020	<i>Invoice #:</i> 00000020D		3,050.00
	<i>Invoice Description:</i> 'LTL MERMAID' PMT 5 OF 5				
		001-375-612 PROFESSIONAL FEES			3,050.00
*****	03/02/2023	7417 J. HIGGINS LTD., INC	Check	No	970.00
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 123249	<i>Invoice #:</i> 183511A		970.00
	<i>Invoice Description:</i> COLLARS/ PANTS/ BUTTONS				

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
	001-100-540	UNIFORMS			970.00
*****	03/02/2023	3302 J & M TACKLE	Check	No	185.23
	Purchase Order #: 0	Voucher #: 123157	Invoice #: 2048593		124.20
	Invoice Description:	SHRIMP/ FISH BASKET			
	001-210-516	SUPPLIES/OPERATING			124.20
	Purchase Order #: 0	Voucher #: 123252	Invoice #: 2048923		61.03
	Invoice Description:	FUEL			
	001-175-510	GAS/OIL			61.03
*****	03/02/2023	7638 JOHN G WALTON CONSTRUCTION CO., INC	Check	No	439,324.76
	Purchase Order #: 0	Voucher #: 123531	Invoice #: 5A		98,045.24
	Invoice Description:	CANAL RD IMPR #5- CITY PORTION			
	001-615-703	RESTORE - CANAL ROAD EAST			98,045.24
	Purchase Order #: 0	Voucher #: 123532	Invoice #: 5B		341,279.52
	Invoice Description:	CANAL RD IMPR #5- RESTORE PRTN			
	001-615-703	RESTORE - CANAL ROAD EAST			341,279.52
*****	03/02/2023	6025 JOHN'S STAINED GLASS	Check	No	188.50
	Purchase Order #: 0	Voucher #: 123432	Invoice #: 230131		188.50
	Invoice Description:	JAN 2023			
	430-682-660	RESALE INV/ARTISTS			188.50
*****	03/02/2023	8212 JONES & BARTLETT LEARNING, LLC	Check	No	2,399.25
	Purchase Order #: 0	Voucher #: 122959	Invoice #: 632336		2,399.25
	Invoice Description:	EMERGENCY CARE TRAINING			
	001-175-630	TRAINING/TRAVEL			2,399.25
*****	03/02/2023	7665 JONES, CLIFTON	Check	No	22.75
	Purchase Order #: 0	Voucher #: 123433	Invoice #: 230131		22.75
	Invoice Description:	JAN 2023			
	430-682-660	RESALE INV/ARTISTS			22.75
*****	03/02/2023	7292 JONES, JANICE A	Check	No	61.75
	Purchase Order #: 0	Voucher #: 123434	Invoice #: 230131		61.75
	Invoice Description:	JAN 2023			
	430-682-660	RESALE INV/ARTISTS			61.75
*****	03/02/2023	5769 JONES WALKER	Check	No	15,456.27
	Purchase Order #: 0	Voucher #: 123533	Invoice #: 1160584		15,456.27
	Invoice Description:	REAL ESTATE LEGAL			
	001-001-612	PROFESSIONAL FEES			15,456.27
*****	03/02/2023	1105 KENTWOOD SPRINGS WATER CO	Check	No	61.41
	Purchase Order #: 0	Voucher #: 123158	Invoice #: 19478530 012723		61.41
	Invoice Description:	WATER			
	001-410-516	SUPPLIES/OPERATING			61.41
*****	03/02/2023	6778 KERVIN, RODNEY	Check	No	31.20
	Purchase Order #: 0	Voucher #: 123435	Invoice #: 230131		31.20
	Invoice Description:	JAN 2023			
	430-682-660	RESALE INV/ARTISTS			31.20
*****	03/02/2023	6916 KONE INC	Check	No	285.00
	Purchase Order #: 0	Voucher #: 123159	Invoice #: 962446527		285.00
	Invoice Description:	2/01-2/28/23 ELEV MNTC			
	430-682-612	PROFESSIONAL FEES			285.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	03/02/2023	7736 K. PIERRE LLC	Check	No	165.75
	Purchase Order #:	0	Voucher #: 123253	Invoice #: 230127	165.75
	Invoice Description:	'SEASIDE SUNSET' 1/27/23			
	430-682-612	PROFESSIONAL FEES			165.75
*****	03/02/2023	7428 LAFEBER COMPANY	Check	No	40.72
	Purchase Order #:	0	Voucher #: 122798	Invoice #: 541685	40.72
	Invoice Description:	WILDLIFE MEDS			
	001-410-516	SUPPLIES/OPERATING			40.72
*****	03/02/2023	6184 LARSON ELECTRONICS LLC	Check	No	1,651.26
	Purchase Order #:	0	Voucher #: 123160	Invoice #: S-INVP030367	1,651.26
	Invoice Description:	LED RED LIGHTS			
	001-410-507	EQUIPMENT/SMALL			1,651.26
*****	03/02/2023	5305 LAZZARI TRUCK REPAIR, INC.	Check	No	13,492.63
	Purchase Order #:	0	Voucher #: 122628	Invoice #: W35958	268.63
	Invoice Description:	#902 REPAIR			
	404-677-622	RPR/MAINT VEHICLES			268.63
	Purchase Order #:	220496	Voucher #: 122629	Invoice #: W35620	8,615.30
	Invoice Description:	#800 TRANSMISSION REPL			
	404-677-622	RPR/MAINT VEHICLES			8,615.30
	Purchase Order #:	0	Voucher #: 122799	Invoice #: W35473	2,130.90
	Invoice Description:	#709 REPAIR			
	404-677-622	RPR/MAINT VEHICLES	Accrual		2,130.90
	Purchase Order #:	0	Voucher #: 123161	Invoice #: W35881	742.90
	Invoice Description:	#622 REPAIR			
	403-676-622	RPR/MAINT VEHICLES			742.90
	Purchase Order #:	0	Voucher #: 123162	Invoice #: W36075	192.28
	Invoice Description:	#703 REAR BRK INSP			
	001-200-622	RPR/MAINT VEHICLES			192.28
	Purchase Order #:	0	Voucher #: 123163	Invoice #: W36151	728.19
	Invoice Description:	#953 REPAIR			
	404-677-618	RPR/MAINT EQUIPMENT			728.19
	Purchase Order #:	0	Voucher #: 123254	Invoice #: W36022	667.65
	Invoice Description:	#622 REPAIR			
	403-676-622	RPR/MAINT VEHICLES			667.65
	Purchase Order #:	0	Voucher #: 123534	Invoice #: W36065	146.78
	Invoice Description:	#457 REPAIR			
	001-175-622	RPR/MAINT VEHICLES			146.78
*****	03/02/2023	6084 LEACH, ABBY CATHERINE	Check	No	22.75
	Purchase Order #:	0	Voucher #: 123436	Invoice #: 230131	22.75
	Invoice Description:	JAN 2023			
	430-682-660	RESALE INV/ARTISTS			22.75
*****	03/02/2023	5106 LEE, GLENDA	Check	No	159.25
	Purchase Order #:	0	Voucher #: 123437	Invoice #: 230131	159.25
	Invoice Description:	JAN 2023			
	430-682-660	RESALE INV/ARTISTS			159.25
*****	03/02/2023	1234 LIBERTY LINEN	Check	No	3,439.81
	Purchase Order #:	0	Voucher #: 122630	Invoice #: 161699	194.50
	Invoice Description:	GOVES/ CLNR WPS/ P-TWLS/ CAN LNRS			
	001-110-513	SUPPLIES/JANITORIAL			60.50

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-110-516 SUPPLIES/OPERATING			134.00
	Purchase Order #:	0 Voucher #: 122631	Invoice #: 161785		108.00
	Invoice Description:	SANITARY BAGS			
		411-681-513 SUPPLIES/JANITORIAL			108.00
	Purchase Order #:	0 Voucher #: 122632	Invoice #: 161823		869.50
	Invoice Description:	P-TWLS/ T-TISSUE			
		411-681-513 SUPPLIES/JANITORIAL			869.50
	Purchase Order #:	0 Voucher #: 122800	Invoice #: 161647		605.00
	Invoice Description:	TOILET TISSUE			
		001-200-513 SUPPLIES/JANITORIAL			605.00
	Purchase Order #:	0 Voucher #: 122801	Invoice #: 161896		96.00
	Invoice Description:	CAN LINERS			
		001-410-652 STATE PARK EXPENSES			96.00
	Purchase Order #:	0 Voucher #: 122802	Invoice #: 161905		231.83
	Invoice Description:	GLOVES/ CAN LINERS/ BLEACH			
		403-676-516 SUPPLIES/OPERATING			231.83
	Purchase Order #:	0 Voucher #: 122961	Invoice #: 161109		351.20
	Invoice Description:	T-TISS/ P-TWLS/ CLNR/ GLOVES			
		430-682-513 SUPPLIES/JANITORIAL	Accrual		351.20
	Purchase Order #:	0 Voucher #: 123164	Invoice #: 162015		54.00
	Invoice Description:	PPR TWLS/ CAN LINERS			
		001-020-516 SUPPLIES/OPERATING			54.00
	Purchase Order #:	0 Voucher #: 123255	Invoice #: 162025		256.62
	Invoice Description:	P-TWLS/ CLNR/ PLSTCWR/ T-TISS			
		001-300-513 SUPPLIES/JANITORIAL			256.62
	Purchase Order #:	0 Voucher #: 123256	Invoice #: 162120		95.00
	Invoice Description:	GLOVES/ P-TWLS/ CAN LNRS/ SPNGE			
		001-110-513 SUPPLIES/JANITORIAL			24.00
		001-110-516 SUPPLIES/OPERATING			71.00
	Purchase Order #:	0 Voucher #: 123257	Invoice #: 161487		60.00
	Invoice Description:	GLOVES			
		001-100-516 SUPPLIES/OPERATING			60.00
	Purchase Order #:	0 Voucher #: 123535	Invoice #: 161751		87.46
	Invoice Description:	CLRX CLNR/ BLEACH			
		430-682-513 SUPPLIES/JANITORIAL			87.46
	Purchase Order #:	0 Voucher #: 123536	Invoice #: 161836		328.70
	Invoice Description:	T-TISSUE/ P-TOWELS			
		430-682-513 SUPPLIES/JANITORIAL			328.70
	Purchase Order #:	0 Voucher #: 123537	Invoice #: 162170		102.00
	Invoice Description:	GLOVES/ P-TOWELS			
		001-410-513 SUPPLIES/JANITORIAL			102.00
*****	03/02/2023	1230 LIBRARY BOARD	Check	No	56,963.17
	Purchase Order #:	0 Voucher #: 123538	Invoice #: 2023-3		56,963.17
	Invoice Description:	MARCH 2023			
		001-000-911 LIBRARY AID			56,963.17
*****	03/02/2023	6930 LIFE FITNESS	Check	No	15.00
	Purchase Order #:	0 Voucher #: 122960	Invoice #: 7261496		15.00
	Invoice Description:	ENCODER/ SERVICE			
		001-325-618 RPR/MAINT EQUIPMENT	Accrual		15.00
*****	03/02/2023	7354 LINCOLN NATIONAL LIFE INSURANCE COMPANY	Check	No	2,248.12
	Purchase Order #:	0 Voucher #: 122633	Invoice #: 230101		1,128.26

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> JANUARY 2023					
	001-001-480	INSURANCE/HEALTH			59.24
	001-010-480	INSURANCE/HEALTH			9.40
	001-020-480	INSURANCE/HEALTH			26.72
	001-030-480	INSURANCE/HEALTH			38.90
	001-100-480	INSURANCE/HEALTH			199.30
	001-110-480	INSURANCE/HEALTH			37.90
	001-120-480	INSURANCE/HEALTH			27.70
	001-175-480	INSURANCE/HEALTH			209.20
	001-200-480	INSURANCE/HEALTH			114.62
	001-210-480	INSURANCE/HEALTH			88.50
	001-300-480	INSURANCE/HEALTH			32.30
	001-325-480	INSURANCE/HEALTH			28.00
	001-350-480	INSURANCE/HEALTH			46.30
	001-410-480	INSURANCE/HEALTH			62.80
	403-676-480	INSURANCE/HEALTH			76.00
	404-677-480	INSURANCE/HEALTH			28.16
	411-681-480	INSURANCE/HEALTH			16.00
	430-682-480	INSURANCE/HEALTH			27.22
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123258	<i>Invoice #:</i> 230201		1,119.86
<i>Invoice Description:</i> JANUARY 2023					
	001-001-480	INSURANCE/HEALTH			59.24
	001-010-480	INSURANCE/HEALTH			9.40
	001-020-480	INSURANCE/HEALTH			26.72
	001-030-480	INSURANCE/HEALTH			38.90
	001-100-480	INSURANCE/HEALTH			196.50
	001-110-480	INSURANCE/HEALTH			37.90
	001-120-480	INSURANCE/HEALTH			27.70
	001-175-480	INSURANCE/HEALTH			212.00
	001-200-480	INSURANCE/HEALTH			114.62
	001-210-480	INSURANCE/HEALTH			88.50
	001-300-480	INSURANCE/HEALTH			32.30
	001-325-480	INSURANCE/HEALTH			22.40
	001-350-480	INSURANCE/HEALTH			46.30
	001-410-480	INSURANCE/HEALTH			60.00
	403-676-480	INSURANCE/HEALTH			76.00
	404-677-480	INSURANCE/HEALTH			28.16
	411-681-480	INSURANCE/HEALTH			16.00
	430-682-480	INSURANCE/HEALTH			27.22
****	03/02/2023	7842 LINDLEY, DAVID H.	Check	No	31.85
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123438	<i>Invoice #:</i> 230131		31.85
<i>Invoice Description:</i> JAN 2023					
	430-682-660	RESALE INV/ARTISTS			31.85
****	03/02/2023	6103 LIPSCOMB, TAMMY SIMONE	Check	No	105.30
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123439	<i>Invoice #:</i> 230131		105.30
<i>Invoice Description:</i> JAN 2023					
	430-682-660	RESALE INV/ARTISTS			105.30
****	03/02/2023	8040 LONGHORN LOCKER COMPANY, LLC	Check	No	47,037.32
<i>Purchase Order #:</i>	220263	<i>Voucher #:</i> 122803	<i>Invoice #:</i> 22-1377		47,037.32
<i>Invoice Description:</i> LOCKERS- S'PLEX					
	001-609-721	SPORTSPLEX	Accrual		47,037.32

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	03/02/2023	5835 LONG, MARGARET CHILDRESS	Check	No	34.45
Purchase Order #:	0	Voucher #: 123440	Invoice #: 230131		34.45
Invoice Description:	JAN 2023				
430-682-660	RESALE INV/ARTISTS				34.45
*****	03/02/2023	1259 LOWE'S COMPANIES, INC	Check	No	3,624.80
Purchase Order #:	0	Voucher #: 122634	Invoice #: 60699		236.44
Invoice Description:	AIR CMPRSSR/ HOSE/ PLUG/ CPLR				
001-175-516	SUPPLIES/OPERATING				236.44
Purchase Order #:	0	Voucher #: 122804	Invoice #: 03271		60.64
Invoice Description:	BRWN CORNER EDGING				
001-210-620	RPR/MAINT GROUNDS				60.64
Purchase Order #:	0	Voucher #: 122805	Invoice #: 24312		91.10
Invoice Description:	MRKNG PAINT/ ROPE/ STAKES				
001-614-734	SHOOTING RANGE				91.10
Purchase Order #:	0	Voucher #: 122806	Invoice #: 24873		62.67
Invoice Description:	BRKR FNDR/ BRKR FNDR ADPTR KIT				
001-410-516	SUPPLIES/OPERATING				62.67
Purchase Order #:	0	Voucher #: 122807	Invoice #: 24942A		61.07
Invoice Description:	MRKNG PAINT/ ROPE/ FLAGS				
001-614-734	SHOOTING RANGE				61.07
Purchase Order #:	0	Voucher #: 122808	Invoice #: 39632		100.01
Invoice Description:	EDNG STKS/ EDNG/ PRMR-CMT PKS				
001-210-516	SUPPLIES/OPERATING				100.01
Purchase Order #:	0	Voucher #: 122809	Invoice #: 40461		421.57
Invoice Description:	TRASH/ RECYCLE BINS/ CHG CBLS/ RAT TRP				
001-410-516	SUPPLIES/OPERATING				157.60
001-410-652	STATE PARK EXPENSES				263.97
Purchase Order #:	0	Voucher #: 122962	Invoice #: 39120C		69.34
Invoice Description:	BLK ALUM POST				
001-325-516	SUPPLIES/OPERATING				69.34
Purchase Order #:	0	Voucher #: 123021	Invoice #: 24359		39.71
Invoice Description:	CBL TIES/ LUBE/ BOLT BUSTER				
001-375-636	PRODUCTION COST				39.71
Purchase Order #:	0	Voucher #: 123022	Invoice #: 24415		168.91
Invoice Description:	CLMPS/ LMBR/ PAINT				
001-375-636	PRODUCTION COST				168.91
Purchase Order #:	0	Voucher #: 123023	Invoice #: 24633		130.99
Invoice Description:	POST BASES/ TAPE/ CBL/ HOOKS				
001-375-636	PRODUCTION COST				130.99
Purchase Order #:	0	Voucher #: 123024	Invoice #: 40995		250.42
Invoice Description:	FR ANT KLLR/ GLVES/ PLNT FOOD				
001-210-516	SUPPLIES/OPERATING				250.42
Purchase Order #:	0	Voucher #: 123025	Invoice #: 54449CM		-18.99
Invoice Description:	CREDIT- CORR CHK 154449				
001-001-616	RPR/MAINT PLANT/BLDGS		Accrual		-18.99
Purchase Order #:	0	Voucher #: 123165	Invoice #: 39119A		50.27
Invoice Description:	EZ BASE/ POSE BASE/ WSHRS				
001-375-636	PRODUCTION COST				50.27
Purchase Order #:	0	Voucher #: 123166	Invoice #: 39488		41.76
Invoice Description:	EXTN CORDS/ PWR STRPS/ ADPTRS				
001-200-516	SUPPLIES/OPERATING				41.76
Purchase Order #:	0	Voucher #: 123167	Invoice #: 39657B		124.82

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> HEX NPPLS/ CPLNGS/ HI PRSSR ATTCH					
		411-681-616 RPR/MAINT BUILDING			124.82
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123168	<i>Invoice #:</i> 40033		110.47
<i>Invoice Description:</i> STG TOTES/ BAGGED ROCK					
		001-410-620 RPR/MAINT GROUNDS			110.47
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123259	<i>Invoice #:</i> 24441		488.25
<i>Invoice Description:</i> TOOL KIT/ CMB SET/ TAPE MSRS					
		001-300-507 EQUIPMENT/SMALL			404.12
		001-300-516 SUPPLIES/OPERATING			84.13
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123539	<i>Invoice #:</i> 16369		-69.34
<i>Invoice Description:</i> CREDIT- POSTS					
		001-325-516 SUPPLIES/OPERATING			-69.34
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123540	<i>Invoice #:</i> 24485		88.81
<i>Invoice Description:</i> MAILBOX					
		001-325-516 SUPPLIES/OPERATING			88.81
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123541	<i>Invoice #:</i> 24985		417.05
<i>Invoice Description:</i> WELL TANK					
		001-210-516 SUPPLIES/OPERATING			417.05
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123542	<i>Invoice #:</i> 39696		499.55
<i>Invoice Description:</i> BRKR BOXES/ PLUGS/ CTTR/ TAPE					
		001-614-733 COASTAL RESOURCE WILDLIFE CTR			499.55
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123543	<i>Invoice #:</i> 40686		199.28
<i>Invoice Description:</i> JACKS/ PNCH/ PLUGS/ SCREWS					
		001-614-733 COASTAL RESOURCE WILDLIFE CTR			199.28
*****	03/02/2023	7777 MANSELL, SCOTT	Check	No	3,333.33
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123544	<i>Invoice #:</i> INV0007		3,333.33
<i>Invoice Description:</i> FEB 2023					
		001-350-612 PROFESSIONAL FEES			3,333.33
*****	03/02/2023	8162 MARK D PAVEY, AIA - ARCHITECT	Check	No	29,366.01
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122810	<i>Invoice #:</i> 13950		29,366.01
<i>Invoice Description:</i> MED PLAZA DESIGN					
		001-601-731 ADMIN CAPITAL PROJECTS	Accrual		29,366.01
*****	03/02/2023	8165 MARTIN, ATHAN C	Check	No	42.25
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123441	<i>Invoice #:</i> 230131		42.25
<i>Invoice Description:</i> JAN 2023					
		430-682-660 RESALE INV/ARTISTS			42.25
*****	03/02/2023	1320 MATHES OF ALABAMA	Check	No	5,732.73
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122635	<i>Invoice #:</i> 585399-01		469.60
<i>Invoice Description:</i> NO DISC/ FLOOD LIGHTS					
		411-681-616 RPR/MAINT BUILDING			469.60
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122636	<i>Invoice #:</i> 586176-00		-772.55
<i>Invoice Description:</i> CREDIT- FLOOD LIGHTS					
		411-681-616 RPR/MAINT BUILDING			-772.55
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122811	<i>Invoice #:</i> 584715-00		2,145.74
<i>Invoice Description:</i> CITY HALL ELEC SUPPLIES					
		001-001-616 RPR/MAINT PLANT/BLDGS			2,145.74
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122812	<i>Invoice #:</i> 585083-00		406.31
<i>Invoice Description:</i> PVC CONDUIT/ ELBOWS					
		001-614-734 SHOOTING RANGE			406.31
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122813	<i>Invoice #:</i> 585793-00		333.79
<i>Invoice Description:</i> CITY HALL ELEC SUPPLIES					

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
001-001-616		RPR/MAINT PLANT/BLDGS			333.79
Purchase Order #:	0	Voucher #: 122963	Invoice #: 586109-00		788.00
Invoice Description:		FLOOD LIGHTS			
411-681-616		RPR/MAINT BUILDING			788.00
Purchase Order #:	0	Voucher #: 123026	Invoice #: 585449-00		861.00
Invoice Description:		OUTDOOR LIGHT FIXTURES			
001-001-616		RPR/MAINT PLANT/BLDGS			861.00
Purchase Order #:	0	Voucher #: 123027	Invoice #: 585803-00		184.13
Invoice Description:		FLOOD LTS/ ELEC SUPPLIES			
001-375-516		SUPPLIES/OPERATING			184.13
Purchase Order #:	0	Voucher #: 123028	Invoice #: 586766-00		49.53
Invoice Description:		ELECTRICAL SUPPLIES			
001-200-516		SUPPLIES/OPERATING			49.53
Purchase Order #:	0	Voucher #: 123169	Invoice #: 586792-00		786.26
Invoice Description:		ELEC SUPPLIES- NEW TRL BRN			
001-614-733		COASTAL RESOURCE WILDLIFE CTR			786.26
Purchase Order #:	0	Voucher #: 123545	Invoice #: 587350-00		284.76
Invoice Description:		BLOWER PACKS			
001-614-734		SHOOTING RANGE			284.76
Purchase Order #:	0	Voucher #: 123546	Invoice #: 587517-00		475.22
Invoice Description:		DISC \$9.70 ELEC SUPPLIES			
001-614-734		SHOOTING RANGE			475.22
Purchase Order #:	0	Voucher #: 123547	Invoice #: 587577-00		-279.06
Invoice Description:		CREDIT- ELEC SUPPLIES			
001-614-734		SHOOTING RANGE			-279.06
*****	03/02/2023	8057 McCAGHREN, LAUREN	Check	No	120.00
Purchase Order #:	0	Voucher #: 122557	Invoice #: 230120		60.00
Invoice Description:		CARDIO DANCE			
001-325-612		PROFESSIONAL FEES			60.00
Purchase Order #:	0	Voucher #: 122932	Invoice #: 230127		30.00
Invoice Description:		CARDIO DANCE			
001-325-612		PROFESSIONAL FEES			30.00
Purchase Order #:	0	Voucher #: 123096	Invoice #: 230203		30.00
Invoice Description:		CARDIO DANCE			
001-325-612		PROFESSIONAL FEES			30.00
*****	03/02/2023	3667 McCOLLOUGH ARCHITECTURE, INC.	Check	No	22,725.00
Purchase Order #:	0	Voucher #: 122814	Invoice #: 12670		21,325.00
Invoice Description:		PRPSD FINANCE ADD'N DESIGN DEV			
001-601-731		ADMIN CAPITAL PROJECTS			21,325.00
Purchase Order #:	0	Voucher #: 123029	Invoice #: 12677		1,400.00
Invoice Description:		JAN 2023 STN 3 CONST ADMIN			
001-607-711		FIRE STATION 5			1,400.00
*****	03/02/2023	7613 MCCOY FIRE & SAFETY, INC	Check	No	1,105.00
Purchase Order #:	0	Voucher #: 122815	Invoice #: 12463850		820.00
Invoice Description:		BKFLW REBUILD/ REPAIR			
001-200-612		PROFESSIONAL FEES			820.00
Purchase Order #:	0	Voucher #: 123170	Invoice #: 12463871		285.00
Invoice Description:		STN 2 SVC CALL			
001-175-616		RPR/MAINT PLANT/BLDGS			285.00
*****	03/02/2023	5982 MEDIA SERVICES LLC	Check	No	1,286.40
Purchase Order #:	0	Voucher #: 122637	Invoice #: 1623		1,286.40

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i>		PROJECTOR INSTALL			
	411-681-616	RPR/MAINT BUILDING			1,286.40
*****	03/02/2023	6880 MILLER, SALLY T.	Check	No	97.50
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123442	<i>Invoice #:</i> 230131		97.50
<i>Invoice Description:</i>		JAN 2023			
	430-682-660	RESALE INV/ARTISTS			97.50
*****	03/02/2023	4063 MIRABILE, THERESA	Check	No	133.25
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123443	<i>Invoice #:</i> 230131		133.25
<i>Invoice Description:</i>		JAN 2023			
	430-682-660	RESALE INV/ARTISTS			133.25
*****	03/02/2023	6600 MITCHELL 1	Check	No	3,368.59
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123548	<i>Invoice #:</i> 28799641		3,368.59
<i>Invoice Description:</i>		SHOP MGMT SFTWR RNWL			
	404-677-612	PROFESSIONAL FEES			3,368.59
*****	03/02/2023	6872 MITCHELL, HEATHER A.	Check	No	48.43
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123444	<i>Invoice #:</i> 230131		48.43
<i>Invoice Description:</i>		JAN 2023			
	430-682-660	RESALE INV/ARTISTS			48.43
*****	03/02/2023	7211 MOBILE LUMBER & BUILDING MATERIALS INC	Check	No	1,231.20
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 122816	<i>Invoice #:</i> 82769		1,231.20
<i>Invoice Description:</i>		LUMBER			
	001-001-616	RPR/MAINT PLANT/BLDGS			1,231.20
*****	03/02/2023	5766 MODERN SIGNS LLC	Check	No	180.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 122817	<i>Invoice #:</i> 23-863		180.00
<i>Invoice Description:</i>		S'PLEX SIGN REPAIR			
	001-001-616	RPR/MAINT PLANT/BLDGS			180.00
*****	03/02/2023	1360 MONTGOMERY ADVERTISER	Check	No	940.80
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123171	<i>Invoice #:</i> 0005322813		940.80
<i>Invoice Description:</i>		PUBLIC NOTICES			
	001-614-737	CANOE TRAIL (FEMA) PIERS			464.52
	001-615-704	RESTORE - PERDIDO PASS SEAWALL			476.28
*****	03/02/2023	1390 MOYER FORD SALES, INC	Check	No	1,526.86
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123030	<i>Invoice #:</i> 708104		560.12
<i>Invoice Description:</i>		#344 GRILLE/ WNDSHLD MLDNG			
	001-030-622	RPR/MAINT VEHICLES	Accrual		560.12
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123260	<i>Invoice #:</i> 708465		292.94
<i>Invoice Description:</i>		#235 TRIM- TAILGATE			
	001-100-622	RPR/MAINT VEHICLES			292.94
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123549	<i>Invoice #:</i> 708551		421.20
<i>Invoice Description:</i>		#336 AC CORE/ RADIATOR-SEAL ASSY			
	001-410-622	RPR/MAINT VEHICLES			421.20
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123550	<i>Invoice #:</i> 708569		252.60
<i>Invoice Description:</i>		#336 CLAMPS/ TUBES/ HOSE			
	001-410-622	RPR/MAINT VEHICLES			252.60
*****	03/02/2023	3916 MULLET WRAPPER	Check	No	585.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123261	<i>Invoice #:</i> 123035		585.00
<i>Invoice Description:</i>		GOLF CTR/ ACOUSTIC ARTS ADS			
	430-682-650	EXHIBITIONS & PROMOTIONS			235.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
	001-300-650	EXHIBITIONS & PROMOTIONS			350.00
*****	03/02/2023	5791 MUNICIPAL SOFTWARE GROUP	Check	No	2,400.00
	Purchase Order #: 0	Voucher #: 123551	Invoice #: 230200387		2,400.00
	Invoice Description:	2/1/23-1/31/24 COURT SFTWR			
	001-010-612	PROFESSIONAL FEES			2,400.00
*****	03/02/2023	1395 MUNICIPAL WORKERS COMP FD	Check	No	548,660.00
	Purchase Order #: 0	Voucher #: 122818	Invoice #: 230201		548,660.00
	Invoice Description:	2//01/23-1/31/24 WRKR COMP INS			
	001-001-491	INSURANCE/WORK COMP			548,660.00
*****	03/02/2023	7132 MURPHY, MICHELLE	Check	No	400.00
	Purchase Order #: 0	Voucher #: 122558	Invoice #: 230120		80.00
	Invoice Description:	ZUMBA			
	001-325-612	PROFESSIONAL FEES			80.00
	Purchase Order #: 0	Voucher #: 122933	Invoice #: 230127		160.00
	Invoice Description:	ZUMBA			
	001-325-612	PROFESSIONAL FEES			160.00
	Purchase Order #: 0	Voucher #: 123097	Invoice #: 230203		160.00
	Invoice Description:	ZUMBA			
	001-325-612	PROFESSIONAL FEES			160.00
*****	03/02/2023	5818 MURRAY, DIANE	Check	No	1,170.00
	Purchase Order #: 0	Voucher #: 123262	Invoice #: 2302025557		682.50
	Invoice Description:	WTRCLR 2/02/23			
	430-682-612	PROFESSIONAL FEES			682.50
	Purchase Order #: 0	Voucher #: 123263	Invoice #: 2302025563		487.50
	Invoice Description:	CLR THRY WTRCLR 2/02/23			
	430-682-612	PROFESSIONAL FEES			487.50
*****	03/02/2023	7611 M.W. ROGERS CONSTRUCTION CO, LLC	Check	No	388,897.37
	Purchase Order #: 0	Voucher #: 123172	Invoice #: 1929.10		388,897.37
	Invoice Description:	STN 3 TO 1/31/23			
	001-607-711	FIRE STATION 5			388,897.37
*****	03/02/2023	7860 NIX, LISA RILEY	Check	No	150.00
	Purchase Order #: 0	Voucher #: 122559	Invoice #: 230120		30.00
	Invoice Description:	STRENGTH & CARDIO HIIT			
	001-325-612	PROFESSIONAL FEES			30.00
	Purchase Order #: 0	Voucher #: 122934	Invoice #: 230127		60.00
	Invoice Description:	STRENGTH & CARDIO HIIT			
	001-325-612	PROFESSIONAL FEES			60.00
	Purchase Order #: 0	Voucher #: 123098	Invoice #: 230203		60.00
	Invoice Description:	STRENGTH & CARDIO HIIT			
	001-325-612	PROFESSIONAL FEES			60.00
*****	03/02/2023	7603 NIXON POWER SERVICES, LLC	Check	No	6,415.00
	Purchase Order #: 0	Voucher #: 122638	Invoice #: MCB00093039		1,155.00
	Invoice Description:	MAJOR PM GENERATOR			
	001-020-616	RPR/MAINT PLANT/BLDGS			1,155.00
	Purchase Order #: 0	Voucher #: 123031	Invoice #: MCB00093234		1,425.00
	Invoice Description:	MAJOR PM			
	001-001-618	RPR/MAINT EQUIPMENT			1,425.00
	Purchase Order #: 0	Voucher #: 123264	Invoice #: MCB00093617		1,525.00
	Invoice Description:	MAJOR PREV MTNTC			

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
	001-100-620	RPR/MAINT GROUNDS			1,525.00
	Purchase Order #: 0	Voucher #: 123552	Invoice #: MCB00093615		1,155.00
	Invoice Description: MAJOR PM GENERATOR				
	001-410-618	RPR/MAINT EQUIPMENT			1,155.00
	Purchase Order #: 0	Voucher #: 123553	Invoice #: MCB00093787		1,155.00
	Invoice Description: MAJOR PM GENERATOR				
	411-681-616	RPR/MAINT BUILDING			1,155.00
*****	03/02/2023	6904 NORTHWOODS FALCONRY, LLC	Check	No	254.78
	Purchase Order #: 0	Voucher #: 123173	Invoice #: 15086		254.78
	Invoice Description: HOODS/ JESSES/ ANKLETS				
	001-410-516	SUPPLIES/OPERATING			254.78
*****	03/02/2023	8047 OAKCREST CONSTRUCTION INC	Check	No	24,000.00
	Purchase Order #: 230021	Voucher #: 123174	Invoice #: COB80112823		16,500.00
	Invoice Description: COMM DEV BLDG PNT				
	001-601-737	CITYWIDE RENOVATIONS			16,500.00
	Purchase Order #: 220291	Voucher #: 123554	Invoice #: COB0112823-1		7,500.00
	Invoice Description: FIRE ADMIN PAINTING				
	001-175-616	RPR/MAINT PLANT/BLDGS			7,500.00
*****	03/02/2023	6437 O'BRIEN, DANIEL B.	Check	No	571.00
	Purchase Order #: 0	Voucher #: 123555	Invoice #: 012723-NORRIS		285.50
	Invoice Description: 18-00279-JCO-13				
	001-000-104	GARNISHMENT/SAVINGS			285.50
	Purchase Order #: 0	Voucher #: 123556	Invoice #: 021023-NORRIS		285.50
	Invoice Description: 18-00279-JCO-13				
	001-000-104	GARNISHMENT/SAVINGS			285.50
*****	03/02/2023	1515 ODP OFFICE SOLUTIONS, LLC	Check	No	2,503.24
	Purchase Order #: 0	Voucher #: 122639	Invoice #: 285349718001		100.28
	Invoice Description: TONER				
	001-010-515	SUPPLIES/OFFICE			100.28
	Purchase Order #: 0	Voucher #: 122640	Invoice #: 285529934001		123.66
	Invoice Description: TONER				
	001-010-515	SUPPLIES/OFFICE			123.66
	Purchase Order #: 0	Voucher #: 122641	Invoice #: 285549334001		6.89
	Invoice Description: COMMAND HOOK				
	001-010-515	SUPPLIES/OFFICE			6.89
	Purchase Order #: 0	Voucher #: 122642	Invoice #: 285549337001		4.21
	Invoice Description: COMMAND HOOKS				
	001-010-515	SUPPLIES/OFFICE			4.21
	Purchase Order #: 0	Voucher #: 122643	Invoice #: 286175856001		130.34
	Invoice Description: TONER/ BATTERIES/ FLAGS				
	001-010-515	SUPPLIES/OFFICE			130.34
	Purchase Order #: 0	Voucher #: 122644	Invoice #: 286484882001		10.69
	Invoice Description: TOILET CLEANER				
	001-120-516	SUPPLIES/OPERATING			10.69
	Purchase Order #: 0	Voucher #: 122645	Invoice #: 286484880001		27.49
	Invoice Description: AAA BATTERIES				
	001-120-516	SUPPLIES/OPERATING			27.49
	Purchase Order #: 0	Voucher #: 122646	Invoice #: 286482058001		109.84
	Invoice Description: AA BTTRS/ NTBKS/ PENS/ SWFR PADS				
	001-120-515	SUPPLIES/OFFICE			59.73
	001-120-516	SUPPLIES/OPERATING			50.11

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 122819	Invoice #: 286827113001		349.53
Invoice Description:		INK/ STKYNTS/ BINERS/ HOLE PNCH			
001-300-516		SUPPLIES/OPERATING		349.53	
Purchase Order #:	0	Voucher #: 122820	Invoice #: 286834333001		13.01
Invoice Description:		CORR TAPE			
001-300-516		SUPPLIES/OPERATING		13.01	
Purchase Order #:	0	Voucher #: 122821	Invoice #: 288025612001		272.18
Invoice Description:		TONER/ COPY PPR/ PST IT NTS/ BNDRS			
403-676-516		SUPPLIES/OPERATING		272.18	
Purchase Order #:	0	Voucher #: 122822	Invoice #: 288214686001		-11.10
Invoice Description:		CREDIT- TONER CART			
001-300-516		SUPPLIES/OPERATING		-11.10	
Purchase Order #:	0	Voucher #: 122823	Invoice #: 288214821001		-3.09
Invoice Description:		CREDIT- PUSH PINS			
001-300-516		SUPPLIES/OPERATING		-3.09	
Purchase Order #:	0	Voucher #: 122824	Invoice #: 288463712001		-37.38
Invoice Description:		CREDIT- TONER/ FORKS			
001-300-516		SUPPLIES/OPERATING		-37.38	
Purchase Order #:	0	Voucher #: 122825	Invoice #: 288463819001		-70.33
Invoice Description:		CRDT- BWLS/ INK/ TONER/ TAPE/ PLNNR			
001-300-516		SUPPLIES/OPERATING		-70.33	
Purchase Order #:	0	Voucher #: 123175	Invoice #: 282588614001		412.18
Invoice Description:		DESK RISERS			
001-010-516		SUPPLIES/OPERATING		412.18	
Purchase Order #:	0	Voucher #: 123265	Invoice #: 279798055001		248.78
Invoice Description:		TONER/ FORKS			
001-300-516		SUPPLIES/OPERATING	Accrual	248.78	
Purchase Order #:	0	Voucher #: 123266	Invoice #: 279801980001		384.62
Invoice Description:		TONER/ INK/ BOWLS/ WIPES/ PSH PINS			
001-300-516		SUPPLIES/OPERATING	Accrual	384.62	
Purchase Order #:	0	Voucher #: 123267	Invoice #: 279801992001		22.88
Invoice Description:		LOTION/ HAND CREAM			
001-300-516		SUPPLIES/OPERATING	Accrual	22.88	
Purchase Order #:	0	Voucher #: 123268	Invoice #: 284360575001		36.99
Invoice Description:		NOTARY PKT EMBOSSER			
001-100-516		SUPPLIES/OPERATING	Accrual	36.99	
Purchase Order #:	0	Voucher #: 123557	Invoice #: 288841231001		49.45
Invoice Description:		FLDRS/ TAPE/ NTBKS			
001-100-516		SUPPLIES/OPERATING		49.45	
Purchase Order #:	0	Voucher #: 123558	Invoice #: 288843456001		17.49
Invoice Description:		DUSTER			
001-100-516		SUPPLIES/OPERATING		17.49	
Purchase Order #:	0	Voucher #: 123559	Invoice #: 290648854001		289.99
Invoice Description:		PRINTER			
001-200-516		SUPPLIES/OPERATING		289.99	
Purchase Order #:	0	Voucher #: 123560	Invoice #: 290649378001		14.64
Invoice Description:		FLAGS			
001-200-516		SUPPLIES/OPERATING		14.64	
****	03/02/2023	6270 OLD REPUBLIC SURETY COMPANY	Check	No	250.00
Purchase Order #:	0	Voucher #: 123561	Invoice #: 230208		250.00
Invoice Description:		PLYGRPH EXMNR BOND			
001-100-612		PROFESSIONAL FEES		250.00	

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	03/02/2023	7608 ONE POINT PARTITION, LLC	Check	No	5,834.00
Purchase Order #:	230032	Voucher #: 123562	Invoice #: 262692.1		5,834.00
Invoice Description:	FTBL RSTRM TOILET PRTNS				
001-300-616	RPR/MAINT PLANT/BLDGS				5,834.00
*****	03/02/2023	7037 ONLINE SOLUTIONS, LLC	Check	No	30,600.00
Purchase Order #:	0	Voucher #: 123176	Invoice #: 4854		30,600.00
Invoice Description:	2/15/23-2/14/24 CITIZENSERVE SBSCRPT				
001-030-612	PROFESSIONAL FEES				30,600.00
*****	03/02/2023	1520 ORANGE BEACH AUTO & MARINE	Check	No	673.41
Purchase Order #:	0	Voucher #: 122647	Invoice #: 47025		84.18
Invoice Description:	#774 O-RING SWIVELS/ HYDRLC HOSE				
001-200-618	RPR/MAINT EQUIPMENT				84.18
Purchase Order #:	0	Voucher #: 122648	Invoice #: 47104		140.83
Invoice Description:	MIG WIRE/ WSH BRSHS/ SLT & PPR				
403-676-622	RPR/MAINT VEHICLES				140.83
Purchase Order #:	0	Voucher #: 122826	Invoice #: 46926		58.00
Invoice Description:	#390 FLR SWVLS/ HYDR HOSE				
001-410-618	RPR/MAINT EQUIPMENT				58.00
Purchase Order #:	0	Voucher #: 122827	Invoice #: 47070		8.35
Invoice Description:	ROD HOLDER				
001-614-731	GOMESA				8.35
Purchase Order #:	0	Voucher #: 122828	Invoice #: 47106		139.43
Invoice Description:	MOWER OIL/ FLTRS/ ENG TRTMT				
001-210-618	RPR/MAINT EQUIPMENT				139.43
Purchase Order #:	0	Voucher #: 123177	Invoice #: 47158		3.89
Invoice Description:	#377 FUSED CIRCUIT				
001-410-622	RPR/MAINT VEHICLES				3.89
Purchase Order #:	0	Voucher #: 123178	Invoice #: 47300		5.69
Invoice Description:	SILICONE SPRAY				
403-676-622	RPR/MAINT VEHICLES				5.69
Purchase Order #:	0	Voucher #: 123179	Invoice #: 47314		157.38
Invoice Description:	HYD HOSE/ MALE PIPE NPTF				
411-681-616	RPR/MAINT BUILDING				157.38
Purchase Order #:	0	Voucher #: 123180	Invoice #: 47348		51.29
Invoice Description:	PUMP STRAINER				
001-200-618	RPR/MAINT EQUIPMENT				51.29
Purchase Order #:	0	Voucher #: 123563	Invoice #: 47388		21.88
Invoice Description:	COUPLER/ PIPE				
001-210-516	SUPPLIES/OPERATING				21.88
Purchase Order #:	0	Voucher #: 123564	Invoice #: 47461		2.49
Invoice Description:	SPARKPLUG				
001-210-516	SUPPLIES/OPERATING				2.49
*****	03/02/2023	7948 ORANGE BEACH HIGH SCHOOL	Check	No	500.00
Purchase Order #:	0	Voucher #: 123565	Invoice #: 230206		500.00
Invoice Description:	MARDI GRAS PARADE '23				
001-300-650	EXHIBITIONS & PROMOTIONS				500.00
*****	03/02/2023	5734 ORANGE BEACH MARINE CLEAN	Check	No	100.00
Purchase Order #:	0	Voucher #: 123269	Invoice #: 1778		100.00
Invoice Description:	GOLF CART SEAT REPAIR				
001-300-618	RPR/MAINT EQUIPMENT				100.00

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*****	03/02/2023	7105 ORIGINAL WATERMEN, INC	Check	No	2,484.56
Purchase Order #:	0	Voucher #: 123181	Invoice #: S79983		2,484.56
Invoice Description:	SURF RESCUE UNIFORMS				
001-175-516	SUPPLIES/OPERATING				2,484.56
*****	03/02/2023	6382 PARIS ACE HARDWARE	Check	No	5,821.75
Purchase Order #:	0	Voucher #: 122649	Invoice #: 7089794		6.63
Invoice Description:	COUPLING/ TUBE				
001-410-652	STATE PARK EXPENSES				6.63
Purchase Order #:	0	Voucher #: 122650	Invoice #: 7095181	Accrual	3.28
Invoice Description:	KEYS				
001-100-516	SUPPLIES/OPERATING				3.28
Purchase Order #:	0	Voucher #: 122651	Invoice #: 7095654		21.20
Invoice Description:	#235 ANGL ALUM/ SCRWS/ NTS/ BLTS				
001-100-516	SUPPLIES/OPERATING				21.20
Purchase Order #:	0	Voucher #: 122652	Invoice #: 7096920		25.20
Invoice Description:	DECK BOARDS				
001-175-616	RPR/MAINT PLANT/BLDGS				25.20
Purchase Order #:	0	Voucher #: 122653	Invoice #: 7098141		34.99
Invoice Description:	KOB KEY SAFE				
001-100-507	EQUIPMENT/SMALL				34.99
Purchase Order #:	0	Voucher #: 122654	Invoice #: 7098795		49.56
Invoice Description:	CHLK LINES/ SPRAY PAINT				
411-681-516	SUPPLIES/OPERATING				49.56
Purchase Order #:	0	Voucher #: 122655	Invoice #: 7098870		11.99
Invoice Description:	POTTING SOIL				
430-682-516	SUPPLIES/OPERATING				11.99
Purchase Order #:	0	Voucher #: 122656	Invoice #: 7099322		191.25
Invoice Description:	51 GAL PROPANE				
001-200-516	SUPPLIES/OPERATING				191.25
Purchase Order #:	0	Voucher #: 122657	Invoice #: 7099398		87.02
Invoice Description:	WIRE STRPPR/ PLIERS/ BNGEE CORDS				
411-681-516	SUPPLIES/OPERATING				87.02
Purchase Order #:	0	Voucher #: 122658	Invoice #: 7099834		4.92
Invoice Description:	KEYS				
001-100-516	SUPPLIES/OPERATING				4.92
Purchase Order #:	0	Voucher #: 122659	Invoice #: 7100221		94.58
Invoice Description:	CBL/ WORK BOX/ RECPTCLS				
001-175-616	RPR/MAINT PLANT/BLDGS				94.58
Purchase Order #:	0	Voucher #: 122660	Invoice #: 7100335		39.99
Invoice Description:	HEX SOCKET SET				
001-200-516	SUPPLIES/OPERATING				39.99
Purchase Order #:	0	Voucher #: 122661	Invoice #: 7100360		4.18
Invoice Description:	RED MULCH				
001-210-516	SUPPLIES/OPERATING				4.18
Purchase Order #:	0	Voucher #: 122662	Invoice #: 7100422		58.52
Invoice Description:	RED MULCH				
001-210-516	SUPPLIES/OPERATING				58.52
Purchase Order #:	0	Voucher #: 122829	Invoice #: 7092241		30.58
Invoice Description:	WORK GLOVES/ ROOF NAILS				
001-200-516	SUPPLIES/OPERATING				30.58
Purchase Order #:	0	Voucher #: 122830	Invoice #: 7095662		2.46
Invoice Description:	KEY				

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		001-200-516 SUPPLIES/OPERATING			2.46
	Purchase Order #:	0 Voucher #: 122831	Invoice #: 7096088		35.67
	Invoice Description:	PRY BAR/ SCREWS/ PWR BIT			
		001-200-516 SUPPLIES/OPERATING			35.67
	Purchase Order #:	0 Voucher #: 122832	Invoice #: 7096115		15.29
	Invoice Description:	ICEMAKER KIT			
		001-001-516 SUPPLIES/OPERATING			15.29
	Purchase Order #:	0 Voucher #: 122833	Invoice #: 7096161		49.85
	Invoice Description:	GLASS CLNR/ DRYNG TWL/ CLNRS			
		001-410-513 SUPPLIES/JANITORIAL			49.85
	Purchase Order #:	0 Voucher #: 122834	Invoice #: 7096322		16.19
	Invoice Description:	PLIERS			
		001-200-516 SUPPLIES/OPERATING			16.19
	Purchase Order #:	0 Voucher #: 122835	Invoice #: 7098240		15.29
	Invoice Description:	FLSCNT LT BULBS			
		001-001-516 SUPPLIES/OPERATING			15.29
	Purchase Order #:	0 Voucher #: 122836	Invoice #: 7098668		71.99
	Invoice Description:	FACUET			
		001-300-616 RPR/MAINT PLANT/BLDGS			71.99
	Purchase Order #:	0 Voucher #: 122837	Invoice #: 7098690		15.46
	Invoice Description:	FAUCET SUPPLY LINE			
		001-300-616 RPR/MAINT PLANT/BLDGS			15.46
	Purchase Order #:	0 Voucher #: 122838	Invoice #: 7098705		19.79
	Invoice Description:	BALL VALVE			
		001-001-616 RPR/MAINT PLANT/BLDGS			19.79
	Purchase Order #:	0 Voucher #: 122839	Invoice #: 7098709		-3.96
	Invoice Description:	CREDIT- EXCHG FCT SUPPLY LN			
		001-300-616 RPR/MAINT PLANT/BLDGS			-3.96
	Purchase Order #:	0 Voucher #: 122840	Invoice #: 7098714		13.26
	Invoice Description:	VINYL TUBING/ CLAMP			
		001-300-620 RPR/MAINT GROUNDS			13.26
	Purchase Order #:	0 Voucher #: 122841	Invoice #: 7098748		21.65
	Invoice Description:	FLAPPER/ TANK LEVER			
		001-210-516 SUPPLIES/OPERATING			21.65
	Purchase Order #:	0 Voucher #: 122842	Invoice #: 7098832		13.44
	Invoice Description:	NUTS/ BOLTS			
		001-300-618 RPR/MAINT EQUIPMENT			13.44
	Purchase Order #:	0 Voucher #: 122843	Invoice #: 7099112		16.83
	Invoice Description:	DIELECTRIC GREASE			
		001-614-731 GOMESA			16.83
	Purchase Order #:	0 Voucher #: 122844	Invoice #: 7099478		11.69
	Invoice Description:	LEAVE RAKE			
		001-410-516 SUPPLIES/OPERATING			11.69
	Purchase Order #:	0 Voucher #: 122845	Invoice #: 7100092		144.76
	Invoice Description:	ELBOWS/ PIPE/ NUTS/ BOLTS			
		001-410-616 RPR/MAINT PLANT/BLDGS			144.76
	Purchase Order #:	0 Voucher #: 122846	Invoice #: 7100145		6.64
	Invoice Description:	NUTS/ BOLTS			
		001-614-731 GOMESA			6.64
	Purchase Order #:	0 Voucher #: 122847	Invoice #: 7100156		105.65
	Invoice Description:	HOSES/ NOZZLE/ FITTINGS			
		001-608-720 ROADWAYS/PAVING/RESURFACE			105.65
	Purchase Order #:	0 Voucher #: 122848	Invoice #: 7100177		84.85

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Invoice Description:		STAIN CVR/ SPRY PNT/ RLLRS			
001-210-516		SUPPLIES/OPERATING			84.85
Purchase Order #:	0	Voucher #: 122849	Invoice #: 7100254		36.85
Invoice Description:		BALL VALVE/ CRMP RNG/ PX ADPTR			
001-001-616		RPR/MAINT PLANT/BLDGS			36.85
Purchase Order #:	0	Voucher #: 122850	Invoice #: 7100281		33.81
Invoice Description:		LDR HOSE/ ANCHR PNT/ COUPLNG			
001-608-720		ROADWAYS/PAVING/RESURFACE			33.81
Purchase Order #:	0	Voucher #: 122851	Invoice #: 7100347		1.19
Invoice Description:		NUTS/ BOLTS			
001-614-731		GOMESA			1.19
Purchase Order #:	0	Voucher #: 122852	Invoice #: 7100348		70.47
Invoice Description:		OUTLETS/ BOXES/ CVRS/ BRKR/ TAPE			
001-175-616		RPR/MAINT PLANT/BLDGS			70.47
Purchase Order #:	0	Voucher #: 122853	Invoice #: 7100430		91.97
Invoice Description:		PLIERS			
001-410-516		SUPPLIES/OPERATING			91.97
Purchase Order #:	0	Voucher #: 122854	Invoice #: 7100480		26.99
Invoice Description:		BOX CONNECTOR			
001-175-516		SUPPLIES/OPERATING			26.99
Purchase Order #:	0	Voucher #: 122855	Invoice #: 7100629		23.00
Invoice Description:		GARDEN HOSE			
001-200-513		SUPPLIES/JANITORIAL			23.00
Purchase Order #:	0	Voucher #: 122856	Invoice #: 7101360		1.79
Invoice Description:		HOOK SCREW			
430-682-516		SUPPLIES/OPERATING			1.79
Purchase Order #:	0	Voucher #: 122857	Invoice #: 7101368		12.70
Invoice Description:		NUTS/ BOLTS			
001-200-618		RPR/MAINT EQUIPMENT			12.70
Purchase Order #:	0	Voucher #: 122964	Invoice #: 7098759		42.84
Invoice Description:		BRAD NAILS/ TAPE/ GRMNT HOOK/ CAULK			
001-175-516		SUPPLIES/OPERATING			42.84
Purchase Order #:	0	Voucher #: 122965	Invoice #: 7101665		26.07
Invoice Description:		GLASS BIT/ TOGGLE BOLT			
001-325-516		SUPPLIES/OPERATING			26.07
Purchase Order #:	0	Voucher #: 122966	Invoice #: 7101706		110.24
Invoice Description:		GAS/ MECH SET/ PLIERS/ GLOVES			
430-682-618		RPR/MAINT EQUIPMENT			110.24
Purchase Order #:	0	Voucher #: 123032	Invoice #: 7090597		21.15
Invoice Description:		EPOXY/ GORILLA GLUE			
430-682-659		RESALE INV/CENTER	Accrual		21.15
Purchase Order #:	0	Voucher #: 123033	Invoice #: 7095823		28.99
Invoice Description:		PVC PIPE			
001-375-636		PRODUCTION COST			28.99
Purchase Order #:	0	Voucher #: 123034	Invoice #: 7096130		65.56
Invoice Description:		CABLE			
001-001-516		SUPPLIES/OPERATING			65.56
Purchase Order #:	0	Voucher #: 123035	Invoice #: 7096207		22.66
Invoice Description:		NUTS/ BOLTS/ FELT BLNKT PAD			
001-375-636		PRODUCTION COST			22.66
Purchase Order #:	0	Voucher #: 123036	Invoice #: 7100843		26.94
Invoice Description:		'MRMD' PULL UTILITY			
001-375-636		PRODUCTION COST			26.94

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 123037	Invoice #: 7101144		125.14
Invoice Description:	'MRMD' PULL UTLTY/ PAINT				
001-375-636	PRODUCTION COST			125.14	
Purchase Order #:	0	Voucher #: 123038	Invoice #: 7101233		20.82
Invoice Description:	'MRMD' CORNER BRACES				
001-375-636	PRODUCTION COST			20.82	
Purchase Order #:	0	Voucher #: 123039	Invoice #: 7101584		5.20
Invoice Description:	#7542 NUTS/ BOLTS				
001-200-618	RPR/MAINT EQUIPMENT			5.20	
Purchase Order #:	0	Voucher #: 123040	Invoice #: 7101764		27.88
Invoice Description:	HOSE NZZL GUN/ RSTRM PLQ				
001-030-516	SUPPLIES/OPERATING			27.88	
Purchase Order #:	0	Voucher #: 123182	Invoice #: 5208119		-69.59
Invoice Description:	PD 2X: BOE CHK 1049/ CHK 154243				
001-200-620	RPR/MAINT GROUNDS		Accrual	-69.59	
Purchase Order #:	0	Voucher #: 123183	Invoice #: 5266259		-149.00
Invoice Description:	PD 2X CHKS 155247,156231				
001-300-507	EQUIPMENT/SMALL			-149.00	
Purchase Order #:	0	Voucher #: 123184	Invoice #: 5266271		-6.69
Invoice Description:	PD 2X CHKS 155707,155977				
430-682-616	RPR/MAINT PLANT/BLDGS			-6.69	
Purchase Order #:	0	Voucher #: 123185	Invoice #: 7099769		109.18
Invoice Description:	PAINT/ TAPE/ WOOD FILLR/ PNT BRSH				
001-175-516	SUPPLIES/OPERATING			109.18	
Purchase Order #:	0	Voucher #: 123186	Invoice #: 7101074		19.51
Invoice Description:	GLUE/ COVER BOXES/ CONN WIRE				
001-175-516	SUPPLIES/OPERATING			19.51	
Purchase Order #:	0	Voucher #: 123187	Invoice #: 7101424		65.30
Invoice Description:	SHOVELS/ FUSES/ WNDSHLD WSH				
001-410-516	SUPPLIES/OPERATING			65.30	
Purchase Order #:	0	Voucher #: 123188	Invoice #: 7101880		40.11
Invoice Description:	AA BTTRS/ FLY TRAP/ BAR OIL/ FLY PPR				
001-410-516	SUPPLIES/OPERATING			40.11	
Purchase Order #:	0	Voucher #: 123189	Invoice #: 7102279		53.34
Invoice Description:	TRIM/ CONST ADHSV/ DRILL BIT/ SLVS				
001-175-516	SUPPLIES/OPERATING			53.34	
Purchase Order #:	0	Voucher #: 123190	Invoice #: 7103024		251.77
Invoice Description:	EXTN CORDS				
411-681-516	SUPPLIES/OPERATING			251.77	
Purchase Order #:	0	Voucher #: 123191	Invoice #: 7103356		89.58
Invoice Description:	SOIL/ SPRYPNT/ MANURE/ CHIP BRSH				
001-410-620	RPR/MAINT GROUNDS			89.58	
Purchase Order #:	0	Voucher #: 123192	Invoice #: 7103362		345.84
Invoice Description:	HI PRSR HOSE/ PRSR WSH GUN/ NZZL				
411-681-616	RPR/MAINT BUILDING			345.84	
Purchase Order #:	0	Voucher #: 123193	Invoice #: 7103787		135.70
Invoice Description:	HYDR CMT/ HMMR DRL BTS/ TWLS				
403-676-516	SUPPLIES/OPERATING			135.70	
Purchase Order #:	0	Voucher #: 123194	Invoice #: 7103822		21.56
Invoice Description:	SPRAY PAINT				
001-001-616	RPR/MAINT PLANT/BLDGS			21.56	
Purchase Order #:	0	Voucher #: 123195	Invoice #: 7104011		45.50
Invoice Description:	ALL PURPOSE CLNR/ SPRYR				

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		411-681-513 SUPPLIES/JANITORIAL			45.50
	Purchase Order #:	0 Voucher #: 123196	Invoice #: 7104038		130.17
	Invoice Description:	REEL/ HOSE SPA/ NPPL/ VLV/ CPLNGS			
		001-200-618 RPR/MAINT EQUIPMENT			130.17
	Purchase Order #:	0 Voucher #: 123197	Invoice #: 7104191		39.98
	Invoice Description:	GARDEN SPRAYER 1 GAL			
		411-681-516 SUPPLIES/OPERATING			39.98
	Purchase Order #:	0 Voucher #: 123278	Invoice #: 7076063		21.26
	Invoice Description:	WIRE HOOKS			
		001-120-516 SUPPLIES/OPERATING	Accrual		21.26
	Purchase Order #:	0 Voucher #: 123279	Invoice #: 7092195		43.43
	Invoice Description:	VLV FLAP KITS/ FLAPPER			
		001-300-616 RPR/MAINT PLANT/BLDGS			43.43
	Purchase Order #:	0 Voucher #: 123280	Invoice #: 7093288		17.64
	Invoice Description:	PEA GRAVEL			
		001-300-620 RPR/MAINT GROUNDS			17.64
	Purchase Order #:	0 Voucher #: 123281	Invoice #: 7094760		59.88
	Invoice Description:	HVAC FILTERS			
		001-300-616 RPR/MAINT PLANT/BLDGS			59.88
	Purchase Order #:	0 Voucher #: 123282	Invoice #: 7098994		16.40
	Invoice Description:	KEYS			
		001-100-516 SUPPLIES/OPERATING			16.40
	Purchase Order #:	0 Voucher #: 123283	Invoice #: 7099404		49.37
	Invoice Description:	NAILS/ LED BULBS			
		001-175-516 SUPPLIES/OPERATING			49.37
	Purchase Order #:	0 Voucher #: 123284	Invoice #: 7099420		43.43
	Invoice Description:	PADLOCK/ BRUSHES			
		001-175-516 SUPPLIES/OPERATING			43.43
	Purchase Order #:	0 Voucher #: 123285	Invoice #: 7100911		7.27
	Invoice Description:	WALL ANCHORS/ KEY HOLDER			
		001-300-516 SUPPLIES/OPERATING			7.27
	Purchase Order #:	0 Voucher #: 123286	Invoice #: 7101370		11.92
	Invoice Description:	NUTS/ BOLTS			
		001-100-622 RPR/MAINT VEHICLES			11.92
	Purchase Order #:	0 Voucher #: 123287	Invoice #: 7101651		10.42
	Invoice Description:	WSTBSKT/ RAZOR BLADES			
		001-300-516 SUPPLIES/OPERATING			10.42
	Purchase Order #:	0 Voucher #: 123288	Invoice #: 7102045		22.99
	Invoice Description:	SURGE PROTECTOR			
		001-300-516 SUPPLIES/OPERATING			22.99
	Purchase Order #:	0 Voucher #: 123289	Invoice #: 7102400		69.99
	Invoice Description:	EXTENSION CORD			
		001-100-507 EQUIPMENT/SMALL			69.99
	Purchase Order #:	0 Voucher #: 123290	Invoice #: 7102465		63.65
	Invoice Description:	EXTENSION CORD			
		001-100-507 EQUIPMENT/SMALL			63.65
	Purchase Order #:	0 Voucher #: 123291	Invoice #: 7103345		25.18
	Invoice Description:	CABLE TIES			
		001-300-516 SUPPLIES/OPERATING			25.18
	Purchase Order #:	0 Voucher #: 123292	Invoice #: 7103379		16.19
	Invoice Description:	HOSE NOZZLE			
		001-100-516 SUPPLIES/OPERATING			16.19
	Purchase Order #:	0 Voucher #: 123293	Invoice #: 7103834		209.99

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<i>Invoice Description:</i> EPOXY POOL PAINT					
001-300-616		RPR/MAINT PLANT/BLDGS			209.99
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123294	<i>Invoice #:</i> 7103864		13.12
<i>Invoice Description:</i> KEYS					
001-300-516		SUPPLIES/OPERATING			13.12
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123295	<i>Invoice #:</i> 7103961		67.21
<i>Invoice Description:</i> WSH BRSH/ MRN PTCH/ ROPE/ RINGS					
001-175-516		SUPPLIES/OPERATING			67.21
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123296	<i>Invoice #:</i> 7104717		54.71
<i>Invoice Description:</i> NUTS/ BOLTS/ ANTI-SLIP TAPE					
001-175-616		RPR/MAINT PLANT/BLDGS			54.71
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123297	<i>Invoice #:</i> 7104771		6.29
<i>Invoice Description:</i> EMPTY PAINT CAN					
001-100-516		SUPPLIES/OPERATING			6.29
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123298	<i>Invoice #:</i> 7104906		267.10
<i>Invoice Description:</i> JUMP STRTR/ COOLR/ FM CAR WSH/ TOTE					
001-175-516		SUPPLIES/OPERATING			267.10
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123299	<i>Invoice #:</i> 7105059		113.97
<i>Invoice Description:</i> GAS CANS					
001-175-516		SUPPLIES/OPERATING			113.97
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123300	<i>Invoice #:</i> 7105154		43.90
<i>Invoice Description:</i> QUIKRETE					
403-676-516		SUPPLIES/OPERATING			43.90
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123301	<i>Invoice #:</i> 7105158		-43.90
<i>Invoice Description:</i> CREDIT- QUIKRETE					
403-676-516		SUPPLIES/OPERATING			-43.90
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123302	<i>Invoice #:</i> 7105180		35.04
<i>Invoice Description:</i> DRYWLL REPR SHT/ TAPE/ MOPHEAD					
430-682-618		RPR/MAINT EQUIPMENT			35.04
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123303	<i>Invoice #:</i> 7106096		25.00
<i>Invoice Description:</i> KEYS					
430-682-516		SUPPLIES/OPERATING			25.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123304	<i>Invoice #:</i> 7106229		40.60
<i>Invoice Description:</i> HOSE/ CBL TIES/ SILLCOCK/ TAPE					
430-682-516		SUPPLIES/OPERATING			40.60
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123566	<i>Invoice #:</i> 7097744		21.39
<i>Invoice Description:</i> COUPL HS BRBS/ HS MNDR					
001-210-516		SUPPLIES/OPERATING			21.39
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123567	<i>Invoice #:</i> 7101085		117.31
<i>Invoice Description:</i> SWZLL BLDS/ BX SWCH/ DRL ADPTR					
001-614-733		COASTAL RESOURCE WILDLIFE CTR			117.31
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123568	<i>Invoice #:</i> 7103156		42.38
<i>Invoice Description:</i> KEY/ TEE/ CPLNG/ TUBE					
001-410-620		RPR/MAINT GROUNDS			42.38
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123569	<i>Invoice #:</i> 7103686		25.99
<i>Invoice Description:</i> BALL VALVE					
001-410-652		STATE PARK EXPENSES			25.99
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123570	<i>Invoice #:</i> 7103839		40.33
<i>Invoice Description:</i> PVC PIPE/ MNDG BRC/ SPRY PNT/ NUTS					
001-325-516		SUPPLIES/OPERATING			40.33
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123571	<i>Invoice #:</i> 7104533		10.78
<i>Invoice Description:</i> BUSHINGS					
001-200-618		RPR/MAINT EQUIPMENT			10.78

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #: 0		Voucher #: 123572	Invoice #: 7105128		6.29
Invoice Description:		SWVL STPL HASP			
001-200-516		SUPPLIES/OPERATING		6.29	
Purchase Order #: 0		Voucher #: 123573	Invoice #: 7105134		34.22
Invoice Description:		TAPE MSR/ FLAP DSC			
001-410-516		SUPPLIES/OPERATING		34.22	
Purchase Order #: 0		Voucher #: 123574	Invoice #: 7105343		305.19
Invoice Description:		CART/ MLCH/ CBLTIES/ GRL BRSH			
001-410-620		RPR/MAINT GROUNDS		269.59	
001-410-516		SUPPLIES/OPERATING		35.60	
Purchase Order #: 0		Voucher #: 123575	Invoice #: 7106079		32.37
Invoice Description:		BIBB HOSES			
001-300-616		RPR/MAINT PLANT/BLDGS		32.37	
Purchase Order #: 0		Voucher #: 123576	Invoice #: 7106098		159.98
Invoice Description:		METER SOCKETS020623			
001-614-734		SHOOTING RANGE		159.98	
Purchase Order #: 0		Voucher #: 123577	Invoice #: 7106218		112.33
Invoice Description:		SCKT SET/ DEEP SKT SET/ OSCI BLDs			
001-410-516		SUPPLIES/OPERATING		112.33	
Purchase Order #: 0		Voucher #: 123578	Invoice #: 7106248		17.99
Invoice Description:		GAS CAN 2 GAL			
001-200-516		SUPPLIES/OPERATING		17.99	
Purchase Order #: 0		Voucher #: 123579	Invoice #: 7106333		238.16
Invoice Description:		PADLOCKS/ KEY TAGS			
001-200-516		SUPPLIES/OPERATING		238.16	
Purchase Order #: 0		Voucher #: 123580	Invoice #: 7106420		52.98
Invoice Description:		SHWRHEAD/ KNOB			
001-175-616		RPR/MAINT PLANT/BLDGS		52.98	
Purchase Order #: 0		Voucher #: 123581	Invoice #: 7106522		23.40
Invoice Description:		CONST ADHSV/ CLKGUN/ FLR STRP			
001-325-516		SUPPLIES/OPERATING		23.40	
Purchase Order #: 0		Voucher #: 123582	Invoice #: 7106867		3.40
Invoice Description:		NUTS/ BOLTS			
001-325-516		SUPPLIES/OPERATING		3.40	
***** 03/02/2023		290 PARISH TRACTOR COMPANY, LLC	Check	No	3,453.56
Purchase Order #: 0		Voucher #: 123583	Invoice #: E01048		2,474.00
Invoice Description:		8' RAKE - TRACTOR			
001-410-507		EQUIPMENT/SMALL	Accrual	2,474.00	
Purchase Order #: 0		Voucher #: 123584	Invoice #: P05945		979.56
Invoice Description:		#328 SERVICE			
001-410-622		RPR/MAINT VEHICLES		979.56	
***** 03/02/2023		6102 PARKS, KERRY	Check	No	295.10
Purchase Order #: 0		Voucher #: 123445	Invoice #: 230131		295.10
Invoice Description:		JAN 2023			
430-682-660		RESALE INV/ARTISTS		295.10	
***** 03/02/2023		4077 PASCOE, CATHY	Check	No	158.98
Purchase Order #: 0		Voucher #: 123446	Invoice #: 230131		158.98
Invoice Description:		JAN 2023			
430-682-660		RESALE INV/ARTISTS		158.98	
***** 03/02/2023		7610 PATTERSON VETERINARY SUPPLY INC	Check	No	2,216.97
Purchase Order #: 0		Voucher #: 122858	Invoice #: 3023782878		71.11

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<i>Invoice Description:</i> MICROSCOPE LAMP/ BULBS					
	001-410-516	SUPPLIES/OPERATING			71.11
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123198	<i>Invoice #:</i> 3023905217		22.86
<i>Invoice Description:</i> HALOGEN BULB					
	001-410-516	SUPPLIES/OPERATING			22.86
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123585	<i>Invoice #:</i> 3023973936		1,311.00
<i>Invoice Description:</i> MICROSCOPE BINOC					
	001-410-507	EQUIPMENT/SMALL			1,311.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123586	<i>Invoice #:</i> 3023976105		760.00
<i>Invoice Description:</i> O2 THERAPY DOOR					
	001-410-507	EQUIPMENT/SMALL			760.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123587	<i>Invoice #:</i> 3023980171		52.00
<i>Invoice Description:</i> SHOE COVERS					
	001-410-516	SUPPLIES/OPERATING			52.00
*****	03/02/2023	1616 PEAK SOFTWARE SYSTEMS INC	Check	No	777.94
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123588	<i>Invoice #:</i> 025403		777.94
<i>Invoice Description:</i> DISC \$24.06 THRML PRNTRS					
	001-325-507	EQUIPMENT/SMALL			777.94
*****	03/02/2023	5676 PHOENIX WEST OWNER'S ASSOC	Check	No	143.48
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123589	<i>Invoice #:</i> 2023-02		143.48
<i>Invoice Description:</i> FEB 2023					
	001-175-605	COMMUNICATIONS			143.48
*****	03/02/2023	8151 PICKLEBALL WHOLESale	Check	No	594.16
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123590	<i>Invoice #:</i> 158451		594.16
<i>Invoice Description:</i> PICKLEBALLS					
	001-325-516	SUPPLIES/OPERATING			594.16
*****	03/02/2023	1720 PORTSIDE MEDIA INC	Check	No	250.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123591	<i>Invoice #:</i> 23010068		250.00
<i>Invoice Description:</i> JAN 23 RADIO SPOTS					
	001-300-650	EXHIBITIONS & PROMOTIONS			250.00
*****	03/02/2023	6046 PRECISION DELTA CORP	Check	No	15,457.00
<i>Purchase Order #:</i>	220517	<i>Voucher #:</i> 122663	<i>Invoice #:</i> 25842		15,457.00
<i>Invoice Description:</i> AMMUNITION					
	001-100-516	SUPPLIES/OPERATING			15,457.00
*****	03/02/2023	7943 PRICE, BARBARA	Check	No	202.80
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123447	<i>Invoice #:</i> 230131		202.80
<i>Invoice Description:</i> JAN 2023					
	430-682-660	RESALE INV/ARTISTS			202.80
*****	03/02/2023	6074 PRINTING PROS	Check	No	4,042.94
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 122859	<i>Invoice #:</i> 4527		364.00
<i>Invoice Description:</i> 'MRMD' BANNER/ POSTERS					
	001-375-636	PRODUCTION COST			364.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 122860	<i>Invoice #:</i> 4585		128.00
<i>Invoice Description:</i> NESTING BROCHURES					
	001-410-650	AUDUBON			128.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 122861	<i>Invoice #:</i> 4684		-73.61
<i>Invoice Description:</i> CREDIT- GOLF CTR SIGN					
	001-300-516	SUPPLIES/OPERATING			-73.61
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 122967	<i>Invoice #:</i> 4140		140.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> TRAINING HANDBOOKS					
001-175-630		TRAINING/TRAVEL	Accrual		140.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122968	<i>Invoice #:</i> 4245		144.00
<i>Invoice Description:</i> GRADUATION PROGRAMS					
001-175-630		TRAINING/TRAVEL	Accrual		144.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122969	<i>Invoice #:</i> 4337		20.00
<i>Invoice Description:</i> STAMPS					
001-010-516		SUPPLIES/OPERATING	Accrual		20.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123041	<i>Invoice #:</i> 4076		24.75
<i>Invoice Description:</i> PHOTO PRINTS					
001-001-516		SUPPLIES/OPERATING	Accrual		24.75
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123199	<i>Invoice #:</i> 4176		70.80
<i>Invoice Description:</i> BID SET- WILDLIFE CTR					
001-614-733		COASTAL RESOURCE WILDLIFE CTR	Accrual		70.80
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123305	<i>Invoice #:</i> 4792		750.00
<i>Invoice Description:</i> TAXI INSP STICKERS					
001-100-612		PROFESSIONAL FEES			750.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123592	<i>Invoice #:</i> 4968		2,475.00
<i>Invoice Description:</i> WRISTBANDS					
001-410-516		SUPPLIES/OPERATING			2,475.00
*****	03/02/2023	5450 PRO CHEM INC.	Check	No	1,142.59
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122862	<i>Invoice #:</i> 136691		339.63
<i>Invoice Description:</i> GLOVES					
001-210-516		SUPPLIES/OPERATING			339.63
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122863	<i>Invoice #:</i> 136710		358.00
<i>Invoice Description:</i> LUBE/ MECHANICS HELPER					
404-677-516		SUPPLIES/OPERATING			358.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123200	<i>Invoice #:</i> 137907		243.25
<i>Invoice Description:</i> SANI WIPES					
001-210-516		SUPPLIES/OPERATING			243.25
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 123201	<i>Invoice #:</i> 137931		201.71
<i>Invoice Description:</i> SCRUB-N-CLEAN					
001-200-516		SUPPLIES/OPERATING			201.71
*****	03/02/2023	6008 PUBLIX SUPER MARKETS, INC	Check	No	895.80
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122664	<i>Invoice #:</i> 0404878757		380.80
<i>Invoice Description:</i> CMMD COLLEGE LUNCH 1/11/23					
001-100-612		PROFESSIONAL FEES			380.80
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122665	<i>Invoice #:</i> 0405819709		40.56
<i>Invoice Description:</i> LESS \$4.06 TAX- CMD CLG LNCH 1/11/23					
001-100-612		PROFESSIONAL FEES			40.56
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122666	<i>Invoice #:</i> 0411308229		75.06
<i>Invoice Description:</i> INMATE RX					
001-110-516		SUPPLIES/OPERATING			75.06
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122667	<i>Invoice #:</i> 04266297794		61.36
<i>Invoice Description:</i> INMATE RX					
001-110-516		SUPPLIES/OPERATING			61.36
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122668	<i>Invoice #:</i> 0466287191		9.25
<i>Invoice Description:</i> GATORADE					
001-110-516		SUPPLIES/OPERATING			9.25
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 122669	<i>Invoice #:</i> 0467362057		98.22
<i>Invoice Description:</i> LESS 9.82 SLS TAX- DRINKS					
001-100-612		PROFESSIONAL FEES			98.22

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 122670	Invoice #: 0468289502		16.98
Invoice Description:		INMATE LUNCH			
	001-200-612	PROFESSIONAL FEES		16.98	
Purchase Order #:	0	Voucher #: 122864	Invoice #: 0407494564		8.49
Invoice Description:		INMATE LUNCH			
	001-200-612	PROFESSIONAL FEES		8.49	
Purchase Order #:	0	Voucher #: 122865	Invoice #: 0413277136		43.95
Invoice Description:		INMATE RX			
	001-110-516	SUPPLIES/OPERATING		43.95	
Purchase Order #:	0	Voucher #: 123042	Invoice #: 0418071477		16.98
Invoice Description:		INMATE LUNCH			
	001-200-612	PROFESSIONAL FEES		16.98	
Purchase Order #:	0	Voucher #: 123306	Invoice #: 0417794436		64.96
Invoice Description:		PLTTR/ PNWHL/ FRUIT/ COOKIES			
	001-300-516	SUPPLIES/OPERATING		64.96	
Purchase Order #:	0	Voucher #: 123307	Invoice #: 0417840359		35.09
Invoice Description:		PLTTR/ DRMSTKS/ POT SLD/ BLUBRRS			
	001-300-516	SUPPLIES/OPERATING		35.09	
Purchase Order #:	0	Voucher #: 123593	Invoice #: 0320232962		44.10
Invoice Description:		INMATE RX			
	001-110-516	SUPPLIES/OPERATING		44.10	
*****	03/02/2023	7434 RABREN, MICHAEL S.	Check	No	329.55
Purchase Order #:	0	Voucher #: 123448	Invoice #: 230131		329.55
Invoice Description:		JAN 2023			
	430-682-660	RESALE INV/ARTISTS		329.55	
*****	03/02/2023	7996 R & B CONTRACTING COMPANY, INC.	Check	No	281,443.41
Purchase Order #:	0	Voucher #: 123594	Invoice #: 9		281,443.41
Invoice Description:		SWR FC MN CNL- CR12- 1/19/23			
	403-676-715	RESTORE		281,443.41	
*****	03/02/2023	7700 REDDY ICE LLC	Check	No	775.75
Purchase Order #:	0	Voucher #: 122866	Invoice #: 9967843210		348.00
Invoice Description:		ICE			
	001-300-516	SUPPLIES/OPERATING		348.00	
Purchase Order #:	0	Voucher #: 123308	Invoice #: 9967910420		427.75
Invoice Description:		ICE- S'PLEX			
	001-300-516	SUPPLIES/OPERATING		427.75	
*****	03/02/2023	6829 ROBERT J YOUNG COMPANY, LLC	Check	No	211.55
Purchase Order #:	0	Voucher #: 123202	Invoice #: INV6134386		211.55
Invoice Description:		12/18/22-01/17/23 COPIER			
	001-175-612	PROFESSIONAL FEES		211.55	
*****	03/02/2023	3229 ROBERTSDALE FEED STORE	Check	No	200.84
Purchase Order #:	0	Voucher #: 123203	Invoice #: 0001222		49.30
Invoice Description:		WILDLIFE MEDICAITON			
	001-410-516	SUPPLIES/OPERATING		49.30	
Purchase Order #:	0	Voucher #: 123204	Invoice #: 0001269		82.78
Invoice Description:		WILDLIFE FOOD			
	001-410-516	SUPPLIES/OPERATING		82.78	
Purchase Order #:	0	Voucher #: 123205	Invoice #: 0001341		17.79
Invoice Description:		WILDLIFE FOOD			
	001-410-516	SUPPLIES/OPERATING		17.79	

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 123206	Invoice #: 0001417		50.97
Invoice Description:		WILDLIFE FOOD/ BEDDING			
001-410-516		SUPPLIES/OPERATING			50.97
*****	03/02/2023	6064 RODGERS, ELLEN V	Check	No	159.25
Purchase Order #:	0	Voucher #: 123450	Invoice #: 230131		159.25
Invoice Description:		JAN 2023			
430-682-660		RESALE INV/ARTISTS			159.25
*****	03/02/2023	6397 RUSH, DANIEL W.	Check	No	237.25
Purchase Order #:	0	Voucher #: 123451	Invoice #: 230131		237.25
Invoice Description:		JAN 2023			
430-682-660		RESALE INV/ARTISTS			237.25
*****	03/02/2023	3640 SAFELITE AUTO GLASS	Check	No	408.69
Purchase Order #:	0	Voucher #: 122867	Invoice #: 05744-091918		408.69
Invoice Description:		#325 ELECTROCHRM C MIRROR			
001-410-622		RPR/MAINT VEHICLES			408.69
*****	03/02/2023	1924 SAM'S CLUB DIRECT	Check	No	1,479.79
Purchase Order #:	0	Voucher #: 122868	Invoice #: 6389		698.93
Invoice Description:		VENDING			
001-300-516		SUPPLIES/OPERATING			698.93
Purchase Order #:	0	Voucher #: 123595	Invoice #: 7477		780.86
Invoice Description:		VENDING/ CONCESSIONS			
001-300-660		COST OF GOODS SOLD RETAIL			30.12
001-300-516		SUPPLIES/OPERATING			750.74
*****	03/02/2023	1925 SAM'S STOP N SHOP	Check	No	304.51
Purchase Order #:	0	Voucher #: 123596	Invoice #: 6729590		63.00
Invoice Description:		FISH BASKET			
001-300-516		SUPPLIES/OPERATING			63.00
Purchase Order #:	0	Voucher #: 123597	Invoice #: 6732347		86.56
Invoice Description:		DISTILLED WATER			
403-676-516		SUPPLIES/OPERATING			86.56
Purchase Order #:	0	Voucher #: 123598	Invoice #: 6733283		32.00
Invoice Description:		SARDINES			
001-410-516		SUPPLIES/OPERATING			32.00
Purchase Order #:	0	Voucher #: 123599	Invoice #: 6738587		66.97
Invoice Description:		BRUSH/ BUCKET/ HANDLE			
001-030-516		SUPPLIES/OPERATING			66.97
Purchase Order #:	0	Voucher #: 123600	Invoice #: 6738620		55.98
Invoice Description:		PROPANE			
001-350-516		SUPPLIES/OPERATING			55.98
*****	03/02/2023	8130 SANDERS HYLAND CORPORATION	Check	No	12,672.00
Purchase Order #:	220427	Voucher #: 122671	Invoice #: 011623		12,672.00
Invoice Description:		SHAW AQUATINT CARPET SQUARES			
411-681-710		BUILDING UPGRADES			12,672.00
*****	03/02/2023	7944 SANSIO, INC.	Check	No	495.00
Purchase Order #:	0	Voucher #: 122869	Invoice #: INV0000003865		495.00
Invoice Description:		EMS SUBSCRIPTION			
001-175-612		PROFESSIONAL FEES			495.00
*****	03/02/2023	3435 SANSOM EQUIPMENT CO.	Check	No	1,731.07
Purchase Order #:	0	Voucher #: 123043	Invoice #: P04027		1,557.47

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> HOSE/ ENDS/ TGGL BLT CLMPS					
	001-200-618	RPR/MAINT EQUIPMENT			1,557.47
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123601	<i>Invoice #:</i> P04012		173.60
<i>Invoice Description:</i> #703 HYRD FLTR					
	001-200-618	RPR/MAINT EQUIPMENT			173.60
*****	03/02/2023	1918 SAUNDERS YACHTWORKS LLC	Check	No	6,078.78
<i>Purchase Order #:</i>	230012	<i>Voucher #:</i> 122870	<i>Invoice #:</i> 994250		6,078.78
<i>Invoice Description:</i> #492 REPAIR					
	001-175-622	RPR/MAINT VEHICLES			6,078.78
*****	03/02/2023	6240 SAWGRASS CONSULTING LLC	Check	No	33,738.80
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123044	<i>Invoice #:</i> 4965		1,500.00
<i>Invoice Description:</i> PRPS FINANCE TOPO SURVEY					
	001-601-731	ADMIN CAPITAL PROJECTS			1,500.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123045	<i>Invoice #:</i> 4985		12,178.80
<i>Invoice Description:</i> BSBL/SFTBL ENG/ INSP					
	001-609-721	SPORTSPLEX			12,178.80
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123046	<i>Invoice #:</i> 4987		20,060.00
<i>Invoice Description:</i> PWRLN RD CIVIL DESIGN					
	001-608-754	POWERLINE ROAD			20,060.00
*****	03/02/2023	6685 SCHORER, LINDA BELL	Check	No	484.90
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123452	<i>Invoice #:</i> 230131		484.90
<i>Invoice Description:</i> JAN 2023					
	430-682-660	RESALE INV/ARTISTS			484.90
*****	03/02/2023	1930 SHERWIN-WILLIAMS	Check	No	444.01
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 122871	<i>Invoice #:</i> 0188-2		32.18
<i>Invoice Description:</i> CAULKING					
	001-001-616	RPR/MAINT PLANT/BLDGS			32.18
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 122872	<i>Invoice #:</i> 0557-8		12.56
<i>Invoice Description:</i> PAINT ROLLERS					
	001-210-516	SUPPLIES/OPERATING			12.56
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 122873	<i>Invoice #:</i> 8319-2		12.74
<i>Invoice Description:</i> PUTTY					
	001-001-616	RPR/MAINT PLANT/BLDGS			12.74
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123047	<i>Invoice #:</i> 8342-4		136.07
<i>Invoice Description:</i> 'MRMD' PAINT					
	001-375-636	PRODUCTION COST			136.07
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123048	<i>Invoice #:</i> 8596-5		44.68
<i>Invoice Description:</i> SEALER/ RLLR FRM					
	001-200-620	RPR/MAINT GROUNDS			44.68
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123207	<i>Invoice #:</i> 1020-6		52.60
<i>Invoice Description:</i> PAINT/ CAULK					
	001-001-616	RPR/MAINT PLANT/BLDGS			52.60
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123309	<i>Invoice #:</i> 0776-4		153.18
<i>Invoice Description:</i> PAINT					
	001-300-620	RPR/MAINT GROUNDS			153.18
*****	03/02/2023	8199 SHINE RITE POWER WASHING	Check	No	1,785.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123602	<i>Invoice #:</i> 23-0010		285.00
<i>Invoice Description:</i> TENNIS CTR PRSSR WASH					
	001-325-616	RPR/MAINT PLANT/BLDGS			285.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123603	<i>Invoice #:</i> 23-0011		1,500.00

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<i>Invoice Description:</i>		AQTC CTR PRSSR WASH			
	001-300-616	RPR/MAINT PLANT/BLDGS			1,500.00
*****	03/02/2023	3723 SHORELINE ENVIRONMENTAL, INC.	Check	No	1,070.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 122874	<i>Invoice #:</i> 58887		190.00
<i>Invoice Description:</i>		USED TIRE DISPOSAL 1/23/23			
	404-677-612	PROFESSIONAL FEES			190.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 122875	<i>Invoice #:</i> 62040		880.00
<i>Invoice Description:</i>		USED COOKING OIL PICKUP 1/23/23			
	404-677-612	PROFESSIONAL FEES			880.00
*****	03/02/2023	7372 SIMMONS GO BATTERY	Check	No	879.60
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123137	<i>Invoice #:</i> 21010		1,046.10
<i>Invoice Description:</i>		CART #20 BATTERIES			
	001-210-618	RPR/MAINT EQUIPMENT			1,046.10
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123138	<i>Invoice #:</i> 21024		-166.50
<i>Invoice Description:</i>		CART #20 BATTERY CORES			
	001-210-618	RPR/MAINT EQUIPMENT			-166.50
*****	03/02/2023	6543 SIMS, JANE KAY STODGHILL	Check	No	480.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 122560	<i>Invoice #:</i> 230120		120.00
<i>Invoice Description:</i>		PIYO/ P90X			
	001-325-612	PROFESSIONAL FEES			120.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 122935	<i>Invoice #:</i> 230127		210.00
<i>Invoice Description:</i>		FITNESS			
	001-325-612	PROFESSIONAL FEES			210.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123099	<i>Invoice #:</i> 230203		150.00
<i>Invoice Description:</i>		PIYO/ P90X			
	001-325-612	PROFESSIONAL FEES			150.00
*****	03/02/2023	1928 SIRCHIE ACQUISITION COMPANY LLC	Check	No	876.39
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123604	<i>Invoice #:</i> 0577164-IN		876.39
<i>Invoice Description:</i>		GLOVES/ EVDNC BOXES/ EVDNC BAGS			
	001-100-516	SUPPLIES/OPERATING			876.39
*****	03/02/2023	7668 SITEONE LANDSCAPE SUPPLY, LLC	Check	No	6,406.42
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 122672	<i>Invoice #:</i> 126186662-001		1,898.25
<i>Invoice Description:</i>		HERBICIDE			
	001-210-620	RPR/MAINT GROUNDS			1,898.25
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 122673	<i>Invoice #:</i> 126242701-001		1,842.02
<i>Invoice Description:</i>		SPRINKLER RISERS			
	001-210-620	RPR/MAINT GROUNDS			1,842.02
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 122876	<i>Invoice #:</i> 126191255-001		198.26
<i>Invoice Description:</i>		SPRINKLER ROTORS			
	001-210-516	SUPPLIES/OPERATING			198.26
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123310	<i>Invoice #:</i> 126531812-001		2,488.42
<i>Invoice Description:</i>		RNDABT IRRIGATION SUPPLIES			
	001-210-516	SUPPLIES/OPERATING			2,488.42
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123311	<i>Invoice #:</i> 126607862-001		-20.53
<i>Invoice Description:</i>		CREDIT- RNDABT IRRGTN SUPPLIES			
	001-210-516	SUPPLIES/OPERATING			-20.53
*****	03/02/2023	1935 SMITH, JEFF	Check	No	14.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 123312	<i>Invoice #:</i> 230201		14.00
<i>Invoice Description:</i>		REIMB EMT REG FEE			
	001-175-608	DUES/MEMBERSHIP/SUBSCRIPT			14.00

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Check Register for 3/2/2023 to 3/2/2023 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	03/02/2023	5966 SMITH, SONIA A	Check	No	136.50
Purchase Order #:	0	Voucher #: 123453	Invoice #: 230131		136.50
Invoice Description:	JAN 2023				
430-682-660	RESALE INV/ARTISTS				136.50
*****	03/02/2023	6877 SOCIALIZE YOUR BIZNESS, INC	Check	No	1,700.00
Purchase Order #:	0	Voucher #: 123313	Invoice #: 3417		1,700.00
Invoice Description:	SOCIAL MEDIA MARKETING				
001-001-612	PROFESSIONAL FEES				1,700.00
*****	03/02/2023	6565 SOUTHERN LIGHT, LLC	Check	No	4,603.08
Purchase Order #:	0	Voucher #: 123050	Invoice #: 350008		1,809.00
Invoice Description:	ACCT11566390 JAN INTERNET				
001-030-635	UTILITIES				1,809.00
Purchase Order #:	0	Voucher #: 123316	Invoice #: 356525		1,809.00
Invoice Description:	ACCT 1566390 CDD INTERNET				
001-030-635	UTILITIES				1,809.00
Purchase Order #:	0	Voucher #: 123317	Invoice #: 357713		985.08
Invoice Description:	ACCT 1576928 PD INTERNET				
001-100-635	UTILITIES				985.08
*****	03/02/2023	1370 SANDY SANSING CHEVROLET OF FOLEY	Check	No	1,102.59
Purchase Order #:	0	Voucher #: 122674	Invoice #: 731927		208.38
Invoice Description:	#288 STARTER				
001-100-622	RPR/MAINT VEHICLES				208.38
Purchase Order #:	0	Voucher #: 122675	Invoice #: 732075		175.99
Invoice Description:	#296 RELAY				
001-100-622	RPR/MAINT VEHICLES				175.99
Purchase Order #:	0	Voucher #: 122676	Invoice #: 732150		292.46
Invoice Description:	#863 RADIATOR				
001-200-622	RPR/MAINT VEHICLES				292.46
Purchase Order #:	0	Voucher #: 123049	Invoice #: 732159		217.38
Invoice Description:	#653 ACTUATOR				
001-001-622	RPR/MAINT VEHICLES				217.38
Purchase Order #:	0	Voucher #: 123314	Invoice #: 732221		208.38
Invoice Description:	#464 STARTER				
001-175-622	RPR/MAINT VEHICLES				208.38
*****	03/02/2023	7231 SOUTHERN EMERGENCY CONSULTANTS LLC	Check	No	96.40
Purchase Order #:	0	Voucher #: 123315	Invoice #: 2416		96.40
Invoice Description:	AMBULANCE PLEXI HANDLE				
001-175-622	RPR/MAINT VEHICLES				96.40
*****	03/02/2023	6700 SOUTHERN RAPID CARE, LLC	Check	No	2,060.00
Purchase Order #:	0	Voucher #: 122677	Invoice #: 20682		737.50
Invoice Description:	INMATE VISITS				
001-110-612	PROFESSIONAL FEES				737.50
Purchase Order #:	0	Voucher #: 122678	Invoice #: 20684		370.00
Invoice Description:	DRUG SCREENS				
001-000-909	CITY HEALTH EXPENSE				370.00
Purchase Order #:	0	Voucher #: 123605	Invoice #: 20689		80.00
Invoice Description:	PRE EMPL DRUG SCRIN				
001-000-909	CITY HEALTH EXPENSE				80.00
Purchase Order #:	0	Voucher #: 123606	Invoice #: 20690		712.50
Invoice Description:	JAIL RN VISITS				

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-110-612 PROFESSIONAL FEES			712.50
	Purchase Order #:	0	Voucher #: 123607	Invoice #: 20692	160.00
	Invoice Description:	JAIL INMATE VISIT			
		001-110-612 PROFESSIONAL FEES			160.00
*****	03/02/2023	7214 SOUTHERN SANDS PRINTING CO INC	Check	No	2,277.00
	Purchase Order #:	0	Voucher #: 123318	Invoice #: 3344	2,277.00
	Invoice Description:	FESTIVAL T-SHIRTS			
		430-682-649 FESTIVALS EXPENSES			2,277.00
*****	03/02/2023	7383 SOUTHERN TIRE MART, LLC	Check	No	9,881.34
	Purchase Order #:	0	Voucher #: 122679	Invoice #: 2030082795	241.34
	Invoice Description:	#281 TIRES			
		001-100-622 RPR/MAINT VEHICLES			241.34
	Purchase Order #:	0	Voucher #: 122680	Invoice #: 2030083261	249.72
	Invoice Description:	#0169 TIRES			
		404-677-618 RPR/MAINT EQUIPMENT			249.72
	Purchase Order #:	0	Voucher #: 122681	Invoice #: 2030083264	340.52
	Invoice Description:	#956 TIRES			
		404-677-618 RPR/MAINT EQUIPMENT			340.52
	Purchase Order #:	0	Voucher #: 122682	Invoice #: 2030083374	482.68
	Invoice Description:	#231 TIRES			
		001-100-622 RPR/MAINT VEHICLES			482.68
	Purchase Order #:	0	Voucher #: 122683	Invoice #: 2030083389	120.67
	Invoice Description:	#281 TIRE			
		001-100-622 RPR/MAINT VEHICLES			120.67
	Purchase Order #:	0	Voucher #: 122684	Invoice #: 2030083625	612.76
	Invoice Description:	#454 TIRES			
		001-175-622 RPR/MAINT VEHICLES			612.76
	Purchase Order #:	0	Voucher #: 122877	Invoice #: 2030081426	554.16
	Invoice Description:	#955 TIRES			
		404-677-618 RPR/MAINT EQUIPMENT	Accrual		554.16
	Purchase Order #:	0	Voucher #: 123051	Invoice #: 2030083262	945.64
	Invoice Description:	#731 TIRES			
		001-200-622 RPR/MAINT VEHICLES			945.64
	Purchase Order #:	0	Voucher #: 123052	Invoice #: 2030083861	409.40
	Invoice Description:	#826 TIRES			
		001-210-618 RPR/MAINT EQUIPMENT			409.40
	Purchase Order #:	0	Voucher #: 123319	Invoice #: 2030083263	241.34
	Invoice Description:	#279 TIRES			
		001-100-622 RPR/MAINT VEHICLES			241.34
	Purchase Order #:	0	Voucher #: 123320	Invoice #: 2030083723	482.68
	Invoice Description:	#216 TIRES			
		001-100-622 RPR/MAINT VEHICLES			482.68
	Purchase Order #:	0	Voucher #: 123321	Invoice #: 2030084111	120.67
	Invoice Description:	#217 TIRE			
		001-100-622 RPR/MAINT VEHICLES			120.67
	Purchase Order #:	230016	Voucher #: 123322	Invoice #: 2030084594	4,148.40
	Invoice Description:	#745 REAR TIRES			
		001-200-622 RPR/MAINT VEHICLES			4,148.40
	Purchase Order #:	0	Voucher #: 123608	Invoice #: 2030084629	931.36
	Invoice Description:	#377 TIRES			
		001-410-622 RPR/MAINT VEHICLES			931.36

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	03/02/2023	3107 SOUTHERN TRUCK & EQUIP. INC.	Check	No	3,475.00
Purchase Order #:	230008	Voucher #: 123323	Invoice #: 192839		3,475.00
Invoice Description:	20' STORAGE CONTAINER				
001-100-507	EQUIPMENT/SMALL				3,475.00
*****	03/02/2023	8195 SPORTS FIELDS, INC.	Check	No	153,606.00
Purchase Order #:	0	Voucher #: 123325	Invoice #: 2		153,606.00
Invoice Description:	SOFTBALL TURF				
001-609-721	SPORTSPLEX		Accrual		153,606.00
*****	03/02/2023	1980 SPORTSMAN MARINA, L.P.	Check	No	298.40
Purchase Order #:	0	Voucher #: 123324	Invoice #: 910-20120-39647		298.40
Invoice Description:	57.396 GAL DIESEL				
001-175-510	GAS/OIL				298.40
*****	03/02/2023	6756 STAPLES BUSINESS ADVANTAGE	Check	No	2,159.43
Purchase Order #:	0	Voucher #: 122685	Invoice #: 3528439204		133.42
Invoice Description:	NOTARY STAMPS- A FIKES				
001-020-516	SUPPLIES/OPERATING				133.42
Purchase Order #:	0	Voucher #: 122686	Invoice #: 3528439205		-109.68
Invoice Description:	CREDIT- STORAGE BINS				
001-010-516	SUPPLIES/OPERATING				-109.68
Purchase Order #:	0	Voucher #: 122878	Invoice #: 3527942721		162.91
Invoice Description:	TISSUES/ P-TWLS/ TLT CLNR				
001-001-513	SUPPLIES/JANITORIAL				162.91
Purchase Order #:	0	Voucher #: 122879	Invoice #: 3528439201		86.52
Invoice Description:	FOLDERS/ TAPE				
001-001-516	SUPPLIES/OPERATING				86.52
Purchase Order #:	0	Voucher #: 122880	Invoice #: 3528439202		264.68
Invoice Description:	COPY PPR/ GLUE STICKS				
001-001-516	SUPPLIES/OPERATING				264.68
Purchase Order #:	0	Voucher #: 122881	Invoice #: 3528439203		10.47
Invoice Description:	LABEL TAPE				
001-410-515	SUPPLIES/OFFICE				10.47
Purchase Order #:	0	Voucher #: 122970	Invoice #: 3529181427		268.59
Invoice Description:	SIGNATURE PAD				
001-010-507	EQUIPMENT/SMALL				268.59
Purchase Order #:	0	Voucher #: 122971	Invoice #: 3529181428		14.99
Invoice Description:	SPEAKERS				
001-010-507	EQUIPMENT/SMALL				14.99
Purchase Order #:	0	Voucher #: 122972	Invoice #: 3529181429		324.21
Invoice Description:	INK/ LGL PADS/ DESKPAD/ CLAMPS				
001-350-515	SUPPLIES/OFFICE				324.21
Purchase Order #:	0	Voucher #: 122973	Invoice #: 3529181431		88.98
Invoice Description:	COPY PAPER				
001-350-515	SUPPLIES/OFFICE				88.98
Purchase Order #:	0	Voucher #: 123053	Invoice #: 3526697054		165.90
Invoice Description:	INK				
001-030-515	SUPPLIES/OFFICE		Accrual		165.90
Purchase Order #:	0	Voucher #: 123054	Invoice #: 3529181426		281.98
Invoice Description:	PRINTER DRUM UNIT				
001-020-516	SUPPLIES/OPERATING				281.98
Purchase Order #:	0	Voucher #: 123326	Invoice #: 3525312302		-590.16
Invoice Description:	CREDIT- LOST ORDER				

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-010-516 SUPPLIES/OPERATING	Accrual		-590.16
		Purchase Order #: 0 Voucher #: 123327 Invoice #: 3525825668			-8.32
		Invoice Description: CREDIT- PLANNER			
		001-020-516 SUPPLIES/OPERATING			-8.32
		Purchase Order #: 0 Voucher #: 123328 Invoice #: 3529181420			518.16
		Invoice Description: PRINTER/ INK/ LGL PADS/ SCSSRS			
		001-001-516 SUPPLIES/OPERATING			518.16
		Purchase Order #: 0 Voucher #: 123329 Invoice #: 3529181423			509.99
		Invoice Description: CHAIR/ INSTALL			
		001-001-507 EQUIPMENT/SMALL			509.99
		Purchase Order #: 0 Voucher #: 123330 Invoice #: 3529181424			36.79
		Invoice Description: PENS			
		001-410-515 SUPPLIES/OFFICE			36.79
*****	03/02/2023	5955 STATE JUDICIAL ADMIN FUND	Check	No	1,004.80
		Purchase Order #: 0 Voucher #: 123414 Invoice #: 230201			1,004.80
		Invoice Description: JAN 2023			
		001-000-128 DUE COST FOR OTH AGENCIES			1,004.80
*****	03/02/2023	1993 STERICYCLE, INC	Check	No	385.88
		Purchase Order #: 0 Voucher #: 123331 Invoice #: 4011516567			385.88
		Invoice Description: FEB 23 MED WASTE DISPOSAL			
		001-175-612 PROFESSIONAL FEES			385.88
*****	03/02/2023	7663 STOWE, JASON	Check	No	16.25
		Purchase Order #: 0 Voucher #: 123454 Invoice #: 230131			16.25
		Invoice Description: JAN 2023			
		430-682-660 RESALE INV/ARTISTS			16.25
*****	03/02/2023	7513 STRYKER SALES CORPORATION	Check	No	7,650.00
		Purchase Order #: 0 Voucher #: 123332 Invoice #: 4005247 M			7,650.00
		Invoice Description: PO47229 PROCARE MTNC AGMT			
		001-175-612 PROFESSIONAL FEES			7,650.00
*****	03/02/2023	2008 SUNBELT FIRE, INC.	Check	No	8,040.80
		Purchase Order #: 0 Voucher #: 122687 Invoice #: 131225			461.00
		Invoice Description: STN 1 BAUER COMPRESSOR			
		001-175-618 RPR MAINT/EQUIPMENT			461.00
		Purchase Order #: 0 Voucher #: 122688 Invoice #: 337390			800.00
		Invoice Description: YELLOW RECRUIT HELMETS			
		001-175-507 EQUIPMENT/SMALL			800.00
		Purchase Order #: 0 Voucher #: 122882 Invoice #: 131330			1,141.01
		Invoice Description: #433 FRONT END REPAIR			
		001-175-618 RPR MAINT/EQUIPMENT			1,141.01
		Purchase Order #: 0 Voucher #: 123333 Invoice #: 130892			2,405.18
		Invoice Description: #492 REPAIR			
		001-175-507 EQUIPMENT/SMALL			2,405.18
		Purchase Order #: 0 Voucher #: 123334 Invoice #: 131130			1,424.23
		Invoice Description: TRK 1 AERIAL REPAIRS			
		001-175-622 RPR/MAINT VEHICLES			1,424.23
		Purchase Order #: 0 Voucher #: 123335 Invoice #: 338100			910.13
		Invoice Description: #427 AIR CMPRSSR			
		001-175-622 RPR/MAINT VEHICLES			910.13
		Purchase Order #: 0 Voucher #: 123336 Invoice #: 338590			899.25
		Invoice Description: #457 PRSSR GGE/ STRT SWTCH			

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-175-622 RPR/MAINT VEHICLES			899.25
*****	03/02/2023	8225 SUNGIRL FITNESS, INC.	Check	No	330.00
	Purchase Order #:	0	Voucher #:	122561	Invoice #: 230120
	Invoice Description:	REV-X			90.00
		001-325-612 PROFESSIONAL FEES			90.00
	Purchase Order #:	0	Voucher #:	122936	Invoice #: 230127
	Invoice Description:	REV-X			120.00
		001-325-612 PROFESSIONAL FEES			120.00
	Purchase Order #:	0	Voucher #:	123100	Invoice #: 230203
	Invoice Description:	REV-X			120.00
		001-325-612 PROFESSIONAL FEES			120.00
*****	03/02/2023	6107 SUNSOUTH, LLC	Check	No	434.19
	Purchase Order #:	0	Voucher #:	123055	Invoice #: 4471481
	Invoice Description:	JD MWR 0024 GREASE			315.08
		001-200-618 RPR/MAINT EQUIPMENT			315.08
	Purchase Order #:	0	Voucher #:	123337	Invoice #: 4468098
	Invoice Description:	CHAIN SAW/ HNDHLD BLOWER			639.98
		404-677-507 EQUIPMENT/SMALL	Accrual		639.98
	Purchase Order #:	0	Voucher #:	123338	Invoice #: 4485527
	Invoice Description:	CREDIT- CHAIN SAW/ HNDHLD BLOWER			-639.98
		404-677-507 EQUIPMENT/SMALL	Accrual		-639.98
	Purchase Order #:	0	Voucher #:	123339	Invoice #: 4486441
	Invoice Description:	#792 V-BELT			45.53
		404-677-618 RPR/MAINT EQUIPMENT			45.53
	Purchase Order #:	0	Voucher #:	123340	Invoice #: 4486654
	Invoice Description:	#756 REPAIR			73.58
		001-200-618 RPR/MAINT EQUIPMENT			73.58
*****	03/02/2023	7962 SWEAT TIRE OF FOLEY	Check	No	975.86
	Purchase Order #:	0	Voucher #:	122689	Invoice #: 19755
	Invoice Description:	#108 TIRES			715.96
		001-100-622 RPR/MAINT VEHICLES			715.96
	Purchase Order #:	0	Voucher #:	122690	Invoice #: 20033
	Invoice Description:	#308 ALIGNMENT			79.95
		001-030-622 RPR/MAINT VEHICLES			79.95
	Purchase Order #:	0	Voucher #:	122883	Invoice #: 20034
	Invoice Description:	#454 TIRE MOUNT/ BALANCE			100.00
		001-175-622 RPR/MAINT VEHICLES			100.00
	Purchase Order #:	0	Voucher #:	122974	Invoice #: 20070
	Invoice Description:	#454 ALIGNMENT			79.95
		001-175-622 RPR/MAINT VEHICLES			79.95
*****	03/02/2023	2016 SWIFT SUPPLY, INC.	Check	No	9,558.19
	Purchase Order #:	0	Voucher #:	122691	Invoice #: 813624
	Invoice Description:	LUMBER/ SCREWS			22.70
		001-210-516 SUPPLIES/OPERATING			22.70
	Purchase Order #:	0	Voucher #:	122884	Invoice #: 812314
	Invoice Description:	PLYWOOD			107.48
		001-410-616 RPR/MAINT PLANT/BLDGS			107.48
	Purchase Order #:	0	Voucher #:	122885	Invoice #: 812826
	Invoice Description:	NAILS			15.12
		001-001-616 RPR/MAINT PLANT/BLDGS			15.12
	Purchase Order #:	0	Voucher #:	122886	Invoice #: 814733
					64.35

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Check Number	Check Date	Vendor Number / Name		Payment Type		EPay	Amount (\$)
Invoice Description:		QUIKRETE					
	403-676-516	SUPPLIES/OPERATING					64.35
Purchase Order #:	230011	Voucher #:	122887	Invoice #:	814830		5,359.08
Invoice Description:		PILINGS					
	001-614-736	ROSEMARY TRAIL CABINS					5,359.08
Purchase Order #:	230011	Voucher #:	122888	Invoice #:	814877		3,085.92
Invoice Description:		PILINGS					
	001-614-736	ROSEMARY TRAIL CABINS					3,085.92
Purchase Order #:	0	Voucher #:	122975	Invoice #:	815080		79.79
Invoice Description:		NUTDRVR SET/ WRNCH/ CLMPS/ SCRWS					
	411-681-516	SUPPLIES/OPERATING					79.79
Purchase Order #:	0	Voucher #:	123056	Invoice #:	813565		54.73
Invoice Description:		'PLYWOOD/ SHEATHING					
	001-375-516	SUPPLIES/OPERATING					54.73
Purchase Order #:	0	Voucher #:	123341	Invoice #:	815697		199.95
Invoice Description:		LUMER/ BITS					
	001-200-618	RPR/MAINT EQUIPMENT					199.95
Purchase Order #:	0	Voucher #:	123342	Invoice #:	815858		91.00
Invoice Description:		LUMBER					
	001-175-616	RPR/MAINT PLANT/BLDGS					91.00
Purchase Order #:	0	Voucher #:	123343	Invoice #:	815884		258.65
Invoice Description:		LUMBER/ SCREWS					
	001-175-616	RPR/MAINT PLANT/BLDGS					258.65
Purchase Order #:	0	Voucher #:	123344	Invoice #:	816023		183.58
Invoice Description:		CONCRETE/ LUMBER					
	001-614-734	SHOOTING RANGE					183.58
Purchase Order #:	0	Voucher #:	123345	Invoice #:	816265		11.20
Invoice Description:		HUX NUS/ HEX SCREWS					
	001-200-516	SUPPLIES/OPERATING					11.20
Purchase Order #:	0	Voucher #:	123609	Invoice #:	815389		11.18
Invoice Description:		LUMBER					
	001-410-516	SUPPLIES/OPERATING					11.18
Purchase Order #:	0	Voucher #:	123610	Invoice #:	815390		13.46
Invoice Description:		LUMBER					
	001-410-616	RPR/MAINT PLANT/BLDGS					13.46
*****	03/02/2023	3492	SYSCO GULF COAST INC	Check		No	968.40
Purchase Order #:	0	Voucher #:	123346	Invoice #:	374111128 4		968.40
Invoice Description:		POPCORN OIL/ NAPKINS/ POPCORN					
	001-300-516	SUPPLIES/OPERATING					968.40
*****	03/02/2023	3638	SYSTEMS SPECIALISTS, INC	Check		No	285.00
Purchase Order #:	0	Voucher #:	123611	Invoice #:	1668		285.00
Invoice Description:		CHECK CONTROLS					
	001-325-616	RPR/MAINT PLANT/BLDGS					285.00
*	*****	03/02/2023	3465 TOOMEY'S MARDI GRAS CANDY CO.	Check		No	14,015.27
Purchase Order #:	230026	Voucher #:	123351	Invoice #:	642434		14,015.27
Invoice Description:		MARDI GRAS BEADS					
	001-001-650	EXHIBITIONS & PROMOTIONS					14,015.27
*****	03/02/2023	8238	TOUSSANT, ALISSA	Check		No	14.00
Purchase Order #:	0	Voucher #:	123352	Invoice #:	230110		14.00
Invoice Description:		REIMB EMT REG FEE					
	001-175-608	DUES/MEMBERSHIP/SUBSCRIPT					14.00

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	03/02/2023	7092 TRACKER SYSTEMS INC	Check	No	183.92
	Purchase Order #:	0	Voucher #: 122892	Invoice #: 267142	183.92
	Invoice Description:	SURF RESCUE TRACKING			
		001-410-605 COMMUNICATIONS			183.92
*****	03/02/2023	2047 TRACTOR & EQUIPMENT CO	Check	No	675.36
	Purchase Order #:	0	Voucher #: 123057	Invoice #: P23703	675.36
	Invoice Description:	#714 SWEEPER BRUSHES			
		001-200-618 RPR/MAINT EQUIPMENT			675.36
*****	03/02/2023	8122 TREY CANADA LAW, LLC	Check	No	266.00
	Purchase Order #:	0	Voucher #: 122735	Invoice #: MC 2022 369	266.00
	Invoice Description:	B PEREGOY			
		001-010-612 PROFESSIONAL FEES			266.00
*****	03/02/2023	5068 ULINE SHIPPING SUPPLY	Check	No	1,439.93
	Purchase Order #:	0	Voucher #: 123353	Invoice #: 158874897	1,439.93
	Invoice Description:	STG RACKS/ CART/ PSH HNDL			
		001-175-516 SUPPLIES/OPERATING			1,439.93
*****	03/02/2023	2127 UNITED RENTALS INC	Check	No	8,722.52
	Purchase Order #:	220500	Voucher #: 122893	Invoice #: 214532120-001	4,263.44
	Invoice Description:	1/03-1/31/23 DOZER			
		001-410-614 RENTALS			4,263.44
	Purchase Order #:	220500	Voucher #: 122894	Invoice #: 214543119-002	-414.00
	Invoice Description:	Equip rental for skeet/trap range construction.			
		001-410-614 RENTALS			-414.00
	Purchase Order #:	220500	Voucher #: 122895	Invoice #: 214543119-001	3,580.00
	Invoice Description:	1/03-1/31/23 ROLLER			
		001-410-614 RENTALS			3,580.00
	Purchase Order #:	0	Voucher #: 122896	Invoice #: 21472647-001	1,156.58
	Invoice Description:	01/09-01/16/23 BOOM			
		001-375-614 RENTALS			1,156.58
	Purchase Order #:	0	Voucher #: 123615	Invoice #: 214543119-003	136.50
	Invoice Description:	DIESEL FUEL			
		001-410-614 RENTALS			136.50
*****	03/02/2023	6717 U.S. DEPT OF TREASURY	Check	No	340.00
	Purchase Order #:	0	Voucher #: 123616	Invoice #: 012723-BARLOW	170.00
	Invoice Description:	WG160133332			
		001-000-104 GARNISHMENT/SAVINGS			170.00
	Purchase Order #:	0	Voucher #: 123617	Invoice #: 021023-BARLOW	170.00
	Invoice Description:	WG160133332			
		001-000-104 GARNISHMENT/SAVINGS			170.00
*****	03/02/2023	6250 US FOODS INC	Check	No	1,368.63
	Purchase Order #:	0	Voucher #: 122694	Invoice #: 1112072	392.13
	Invoice Description:	INMATE CONCESSIONS			
		001-110-516 SUPPLIES/OPERATING			392.13
	Purchase Order #:	0	Voucher #: 122695	Invoice #: 886784	267.16
	Invoice Description:	INMATE CONCESSIONS			
		001-110-516 SUPPLIES/OPERATING			267.16
	Purchase Order #:	0	Voucher #: 123354	Invoice #: 1327050	301.07
	Invoice Description:	INMATE CONCESSIONS			
		001-110-516 SUPPLIES/OPERATING			301.07

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 123618	Invoice #: 1559011		96.24
Invoice Description:		INMATE CONCESSIONS			
	001-110-516	SUPPLIES/OPERATING			96.24
Purchase Order #:	0	Voucher #: 123619	Invoice #: 1559012		312.40
Invoice Description:		INMATE CONCESSIONS			
	001-110-516	SUPPLIES/OPERATING			312.40
Purchase Order #:	0	Voucher #: 123620	Invoice #: 2952730		-0.37
Invoice Description:		INMATE CONCESSIONS			
	001-110-516	SUPPLIES/OPERATING			-0.37
*****	03/02/2023	5262 U.S. POLICE CANINE ASSN REG. 1	Check	No	380.00
Purchase Order #:	0	Voucher #: 123355	Invoice #: 1001		380.00
Invoice Description:		'23 USPCA FIELD TRIALS			
	001-100-630	TRAINING/TRAVEL			380.00
*****	03/02/2023	4004 VAN SCOYOC ASSOCIATES	Check	No	6,013.21
Purchase Order #:	0	Voucher #: 122897	Invoice #: 74564		6,013.21
Invoice Description:		LOBBYIST JAN 2023			
	001-001-612	PROFESSIONAL FEES			6,013.21
*****	03/02/2023	6593 VC3, INC.	Check	No	2,899.00
Purchase Order #:	0	Voucher #: 123356	Invoice #: 97688		2,899.00
Invoice Description:		JAN 23 VIRTUAL SERVER BACKUP			
	001-001-612	PROFESSIONAL FEES			2,899.00
*****	03/02/2023	1299 VCA ANIMAL HOSPITALS, INC	Check	No	378.79
Purchase Order #:	0	Voucher #: 122696	Invoice #: 940593149		321.75
Invoice Description:		PRSUS LIMB STUDY/ EXAM			
	001-100-612	PROFESSIONAL FEES			321.75
Purchase Order #:	0	Voucher #: 122697	Invoice #: 940593268		19.46
Invoice Description:		LESS \$1.95 SALES TAX- PRSUS MED			
	001-100-612	PROFESSIONAL FEES			19.46
Purchase Order #:	0	Voucher #: 123357	Invoice #: 94053743		19.46
Invoice Description:		LESS \$1.95 SALES TAX PRS MED			
	001-100-612	PROFESSIONAL FEES			19.46
Purchase Order #:	0	Voucher #: 123621	Invoice #: 940594199		18.12
Invoice Description:		LESS \$1.81 TAX- PRS MED			
	001-100-612	PROFESSIONAL FEES			18.12
*****	03/02/2023	6602 VERIZON CONNECT FLEET USA, LLC	Check	No	125.07
Purchase Order #:	0	Voucher #: 123358	Invoice #: 348000036045		125.07
Invoice Description:		TRACKING MIFI			
	001-200-612	PROFESSIONAL FEES			125.07
*****	03/02/2023	2250 VISUAL EFFECTS	Check	No	1,713.50
Purchase Order #:	0	Voucher #: 122898	Invoice #: 7495		1,535.52
Invoice Description:		PANTS/ PULLOVERS			
	001-175-516	SUPPLIES/OPERATING			1,535.52
Purchase Order #:	0	Voucher #: 123359	Invoice #: 7458		19.98
Invoice Description:		HAT EMBROIDERY			
	001-100-540	UNIFORMS			19.98
Purchase Order #:	0	Voucher #: 123360	Invoice #: 7504		158.00
Invoice Description:		EMBROIDERY			
	001-100-540	UNIFORMS			158.00
*****	03/02/2023	6934 VON GLAHN, PETER	Check	No	419.90

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 123457	Invoice #: 230131		419.90
Invoice Description:	JAN 2023				
430-682-660	RESALE INV/ARTISTS				419.90
*****	03/02/2023	2288 VULCAN, INC.	Check	No	217.52
Purchase Order #:	0	Voucher #: 122698	Invoice #: R27578		50.00
Invoice Description:	REPL DAMAGED PARKING SIGN				
001-010-616	RPR/MAINT PLANT/BLDGS				50.00
Purchase Order #:	0	Voucher #: 122899	Invoice #: R27579		167.52
Invoice Description:	GLF CTR GREENS SIGNS				
001-300-620	RPR/MAINT GROUNDS				167.52
*****	03/02/2023	5131 WAGNER, CAROLYN	Check	No	109.20
Purchase Order #:	0	Voucher #: 123458	Invoice #: 230131		109.20
Invoice Description:	JAN 2023				
430-682-660	RESALE INV/ARTISTS				109.20
*****	03/02/2023	2335 WALMART COMMUNITY	Check	No	1,779.85
Purchase Order #:	0	Voucher #: 122699	Invoice #: 00945		22.98
Invoice Description:	LATCH TOTES				
001-100-516	SUPPLIES/OPERATING				22.98
Purchase Order #:	0	Voucher #: 122700	Invoice #: 09728		124.24
Invoice Description:	SNACKS/ PPR PADS/ MOD PODGE				
430-682-516	SUPPLIES/OPERATING				124.24
Purchase Order #:	0	Voucher #: 122900	Invoice #: 00057		98.88
Invoice Description:	WATER/ CUPS/ SNACKS				
001-030-516	SUPPLIES/OPERATING				98.88
Purchase Order #:	0	Voucher #: 122901	Invoice #: 03121		29.97
Invoice Description:	WILDLIFE FOOD				
001-410-516	SUPPLIES/OPERATING				29.97
Purchase Order #:	0	Voucher #: 122902	Invoice #: 04872		64.44
Invoice Description:	EE CULINARY CLASS SUPPLIES				
001-350-516	SUPPLIES/OPERATING				64.44
Purchase Order #:	0	Voucher #: 122903	Invoice #: 05071		69.74
Invoice Description:	WILDLIFE FOOD				
001-410-516	SUPPLIES/OPERATING				69.74
Purchase Order #:	0	Voucher #: 122904	Invoice #: 09758		152.07
Invoice Description:	EE CULINARY CLASS SUPPLIES				
001-350-516	SUPPLIES/OPERATING				152.07
Purchase Order #:	0	Voucher #: 122905	Invoice #: 09877A		106.20
Invoice Description:	EE CLASS/ PRE-K SUPPLIES				
001-350-516	SUPPLIES/OPERATING				106.20
Purchase Order #:	0	Voucher #: 122978	Invoice #: 00226A		21.57
Invoice Description:	LYSOL CLNRS				
411-681-513	SUPPLIES/JANITORIAL				21.57
Purchase Order #:	0	Voucher #: 122979	Invoice #: 03371		62.23
Invoice Description:	EE CULINARY SUPPLIES				
001-350-516	SUPPLIES/OPERATING				62.23
Purchase Order #:	0	Voucher #: 123058	Invoice #: 00311		-9.98
Invoice Description:	CREDIT- 'MRMD' ITEM				
001-375-636	PRODUCTION COST				-9.98
Purchase Order #:	0	Voucher #: 123059	Invoice #: 09286		176.10
Invoice Description:	'MRMD' HKS/ FOIL/ SPRY PNT/ GLDRS				
001-375-636	PRODUCTION COST				176.10

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 123060	Invoice #: 09329		68.32
Invoice Description:		SHOE RK/ SPRY PNT/ HNGRS/ PNT			
001-350-516		SUPPLIES/OPERATING			37.45
001-375-516		SUPPLIES/OPERATING			30.87
Purchase Order #:	0	Voucher #: 123061	Invoice #: 09429		160.07
Invoice Description:		'MRMD' TUB/ ORGNZR/ GLUE/ STG BINS			
001-375-636		PRODUCTION COST			160.07
Purchase Order #:	0	Voucher #: 123062	Invoice #: 09950		100.94
Invoice Description:		'MRMD' CRTNS/ RIBBON/ GLUE/ STRMRS			
001-375-636		PRODUCTION COST			100.94
Purchase Order #:	0	Voucher #: 123361	Invoice #: 01543		96.94
Invoice Description:		CINN RLLS/ FOOD CLR/ SUGAR			
430-682-516		SUPPLIES/OPERATING			96.94
Purchase Order #:	0	Voucher #: 123362	Invoice #: 02692		124.47
Invoice Description:		MONITOR/ WEBCAM			
001-010-507		EQUIPMENT/SMALL			124.47
Purchase Order #:	0	Voucher #: 123363	Invoice #: 42734		117.74
Invoice Description:		PUMPKINS/ HLLWN DECOR			
001-410-516		SUPPLIES/OPERATING	Accrual		117.74
Purchase Order #:	0	Voucher #: 123622	Invoice #: 00869A		64.35
Invoice Description:		EE CULINARY SUPPLIES			
001-350-516		SUPPLIES/OPERATING			64.35
Purchase Order #:	0	Voucher #: 123623	Invoice #: 01934		88.78
Invoice Description:		EE CULINARY SUPPLIES			
001-350-516		SUPPLIES/OPERATING			88.78
Purchase Order #:	0	Voucher #: 123624	Invoice #: 03700		39.80
Invoice Description:		EE CULINARY SUPPLIES			
001-350-516		SUPPLIES/OPERATING			39.80
*****	03/02/2023	6673 WATKINS, CARMEN W	Check	No	420.00
Purchase Order #:	0	Voucher #: 122562	Invoice #: 230120		120.00
Invoice Description:		FITNESS			
001-325-612		PROFESSIONAL FEES			120.00
Purchase Order #:	0	Voucher #: 122937	Invoice #: 230127		150.00
Invoice Description:		FITNESS			
001-325-612		PROFESSIONAL FEES			150.00
Purchase Order #:	0	Voucher #: 123101	Invoice #: 230203		150.00
Invoice Description:		FITNESS			
001-325-612		PROFESSIONAL FEES			150.00
*****	03/02/2023	7008 WATKINS, JOSHUA	Check	No	81.90
Purchase Order #:	0	Voucher #: 123364	Invoice #: 230120		57.00
Invoice Description:		REIMB UNFRM PTCH REPL			
001-100-540		UNIFORMS			57.00
Purchase Order #:	0	Voucher #: 123365	Invoice #: 230125		24.90
Invoice Description:		REIMB UNFRM PTCH SEWING			
001-100-540		UNIFORMS			24.90
*****	03/02/2023	6752 WEBB'S HARDWARE	Check	No	12.94
Purchase Order #:	0	Voucher #: 123366	Invoice #: 4912		6.67
Invoice Description:		MAGNET BASE/ FSTNRS			
001-175-516		SUPPLIES/OPERATING			6.67
Purchase Order #:	0	Voucher #: 123625	Invoice #: 5055		6.27
Invoice Description:		KEYS			

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-200-516 SUPPLIES/OPERATING			6.27
*****	03/02/2023	7345 WESCO GAS & WELDING SUPPLY INC	Check	No	81.50
	Purchase Order #:	0 Voucher #: 123367	Invoice #: 2001271875		81.50
	Invoice Description:	CYLINDER RENTAL			
		430-682-516 SUPPLIES/OPERATING			81.50
*****	03/02/2023	3080 WEST MARINE PRODUCTS INC	Check	No	11.48
	Purchase Order #:	0 Voucher #: 122980	Invoice #: 002288		11.48
	Invoice Description:	ROCKER SWITCH			
		001-175-622 RPR/MAINT VEHICLES			11.48
*****	03/02/2023	7728 WEX HEALTH, INC	Check	No	228.80
	Purchase Order #:	0 Voucher #: 123626	Invoice #: 0001675705-IN		228.80
	Invoice Description:	JAN 23			
		001-001-612 PROFESSIONAL FEES			228.80
*****	03/02/2023	7850 WILDER, CLARE L.	Check	No	373.75
	Purchase Order #:	0 Voucher #: 123459	Invoice #: 230131		373.75
	Invoice Description:	JAN 2023			
		430-682-660 RESALE INV/ARTISTS			373.75
*****	03/02/2023	5950 WILLIAMS SCOTSMAN, INC	Check	No	501.76
	Purchase Order #:	0 Voucher #: 123627	Invoice #: 9016715760		109.66
	Invoice Description:	2/01-2/28/2023 S'PLEX CONTAINER			
		001-300-614 RENTALS			109.66
	Purchase Order #:	0 Voucher #: 123628	Invoice #: 9016715763		109.66
	Invoice Description:	2/01-2/28/2023 S'PLEX CONTAINER			
		001-300-614 RENTALS			109.66
	Purchase Order #:	0 Voucher #: 123629	Invoice #: 9016715765		141.22
	Invoice Description:	2/01-2/28/2023 S'PLEX CONTAINER			
		001-300-614 RENTALS			141.22
	Purchase Order #:	0 Voucher #: 123630	Invoice #: 9016715768		141.22
	Invoice Description:	2/01-2/28/2023 S'PLEX CONTAINER			
		001-300-614 RENTALS			141.22
*****	03/02/2023	2388 WILSON SPORTING GOODS	Check	No	7,308.00
	Purchase Order #:	220518 Voucher #: 122906	Invoice #: 4540640521		7,308.00
	Invoice Description:	RANGE BALLS			
		001-300-516 SUPPLIES/OPERATING			7,308.00
*****	03/02/2023	3763 WITMER ASSOCIATES INC.	Check	No	1,360.39
	Purchase Order #:	0 Voucher #: 122981	Invoice #: INV90287		70.76
	Invoice Description:	HELMET FRONT- JENKINS			
		001-175-507 EQUIPMENT/SMALL			70.76
	Purchase Order #:	0 Voucher #: 123368	Invoice #: CM14007		-29.99
	Invoice Description:	CREDIT- MEDALLION			
		001-175-540 UNIFORMS			-29.99
	Purchase Order #:	0 Voucher #: 123369	Invoice #: INV178325		67.34
	Invoice Description:	MEDALLION			
		001-175-540 UNIFORMS			67.34
	Purchase Order #:	0 Voucher #: 123370	Invoice #: INV192631		895.10
	Invoice Description:	HAT BADGES			
		001-175-540 UNIFORMS			895.10
	Purchase Order #:	0 Voucher #: 123371	Invoice #: INV194624		357.18
	Invoice Description:	BADGES			

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
	001-175-540	UNIFORMS			357.18
*****	03/02/2023	3955 WITTICHEN SUPPLY COMPANY	Check	No	572.25
	Purchase Order #: 0	Voucher #: 122701	Invoice #: S103455236.001		61.80
	Invoice Description: INS TUBING				
	001-175-616	RPR/MAINT PLANT/BLDGS			61.80
	Purchase Order #: 0	Voucher #: 122907	Invoice #: S103442579.001		166.94
	Invoice Description: FLTR GRILLE/ BI-FLOW DRIER				
	001-001-616	RPR/MAINT PLANT/BLDGS			166.94
	Purchase Order #: 0	Voucher #: 122908	Invoice #: S103453695.001		241.54
	Invoice Description: WATER PUMP				
	001-001-616	RPR/MAINT PLANT/BLDGS			241.54
	Purchase Order #: 0	Voucher #: 123372	Invoice #: S103465205.001		67.58
	Invoice Description: COND PUMP				
	001-300-616	RPR/MAINT PLANT/BLDGS			67.58
	Purchase Order #: 0	Voucher #: 123373	Invoice #: S103472751.001		34.39
	Invoice Description: COIL CLEANER				
	411-681-616	RPR/MAINT BUILDING			34.39
*****	03/02/2023	659 XEROX BUSINESS SOLUTIONS SOUTHEAST	Check	No	592.02
	Purchase Order #: 0	Voucher #: 122702	Invoice #: IN2064701		89.60
	Invoice Description: 12/22/22-2/21/23 COPIER				
	403-676-516	SUPPLIES/OPERATING			89.60
	Purchase Order #: 0	Voucher #: 122909	Invoice #: IN2064707		237.95
	Invoice Description: 12/18/22-01/17/23 SPLEX COPIER				
	001-300-618	RPR/MAINT EQUIPMENT			237.95
	Purchase Order #: 0	Voucher #: 122910	Invoice #: IN2073814		24.86
	Invoice Description: 12/29/22-01/28/23 COPIER				
	001-030-516	SUPPLIES/OPERATING			24.86
	Purchase Order #: 0	Voucher #: 122982	Invoice #: IN2073776		137.98
	Invoice Description: 12/28/22-01/27/23 COPIER				
	001-350-612	PROFESSIONAL FEES			137.98
	Purchase Order #: 0	Voucher #: 123374	Invoice #: IN2080310		101.63
	Invoice Description: 12/30/22-1/29/23 COPIER				
	001-100-516	SUPPLIES/OPERATING			101.63
*****	03/02/2023	6191 XEROX CORPORATION	Check	No	275.30
	Purchase Order #: 0	Voucher #: 122911	Invoice #: 017988941		23.88
	Invoice Description: 11/30/22-12/30/22 COPIER				
	430-682-515	SUPPLIES/OFFICE			23.88
	Purchase Order #: 0	Voucher #: 122912	Invoice #: 017988942		50.83
	Invoice Description: 11/28/22-12/27/22 COPIER				
	001-410-516	SUPPLIES/OPERATING			50.83
	Purchase Order #: 0	Voucher #: 122913	Invoice #: 017988943		11.07
	Invoice Description: 11/30/22-12/30/22 COPIER				
	001-110-516	SUPPLIES/OPERATING			11.07
	Purchase Order #: 0	Voucher #: 122914	Invoice #: 017895746		189.52
	Invoice Description: 11/21/22-12/28/22 COPIER				
	001-001-516	SUPPLIES/OPERATING			189.52
Check Run 5640 Check Total					\$2,896,712.52
Check Run 5640 Update Only					\$0.00
Check Run 5640 Total					\$2,896,712.52

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Check Run: 5643					
*	***** 03/02/2023	3549 TAASRO	Check	No	800.00
	Purchase Order #: 0	Voucher #: 122889	Invoice #: 2357		800.00
	Invoice Description: '23 LDRSHP SYMPOSIUM				
	001-100-630 TRAINING/TRAVEL				800.00
Check Run 5643 Check Total					\$800.00
Check Run 5643 Update Only					\$0.00
Check Run 5643 Total					\$800.00
Check Run: 5644					
	***** 03/02/2023	3880 TEAM ONE COMM., INC	Check	No	14.58
	Purchase Order #: 0	Voucher #: 122976	Invoice #: 101016303-1		14.58
	Invoice Description: KNOBS				
	001-175-618 RPR MAINT/EQUIPMENT				14.58
Check Run 5644 Check Total					\$14.58
Check Run 5644 Update Only					\$0.00
Check Run 5644 Total					\$14.58
Check Run: 5645					
	***** 03/02/2023	6592 THE UPS STORE #5864	Check	No	69.14
	Purchase Order #: 0	Voucher #: 122977	Invoice #: 230125		69.14
	Invoice Description: PKG SHIPPING				
	001-175-516 SUPPLIES/OPERATING				69.14
Check Run 5645 Check Total					\$69.14
Check Run 5645 Update Only					\$0.00
Check Run 5645 Total					\$69.14
Check Run: 5646					
	***** 03/02/2023	6802 TARGETSOLUTIONS LEARNING, LLC	Check	No	107.82
	Purchase Order #: 0	Voucher #: 123347	Invoice #: INV66905		107.82
	Invoice Description: 3/04-4/03/23 SURF RESCUE SCHED				
	001-175-612 PROFESSIONAL FEES				107.82
Check Run 5646 Check Total					\$107.82
Check Run 5646 Update Only					\$0.00
Check Run 5646 Total					\$107.82
Check Run: 5647					
	***** 03/02/2023	8027 TAYLOR, JILL	Check	No	180.00
	Purchase Order #: 0	Voucher #: 123348	Invoice #: 230131		180.00
	Invoice Description: YOGA				
	001-300-612 PROFESSIONAL FEES				180.00
Check Run 5647 Check Total					\$180.00
Check Run 5647 Update Only					\$0.00
Check Run 5647 Total					\$180.00

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2023

Check Register for 3/2/2023 to 3/2/2023 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)	
Check Run: 5648						
*****	03/02/2023	7686 THE ACCUMED BILLING INC	Check	No	2,548.43	
Purchase Order #: 0		Voucher #: 123349	Invoice #: 33081		2,548.43	
Invoice Description: 1/01-1/31/23 EMS BILLING						
001-175-612 PROFESSIONAL FEES					2,548.43	
Check Run 5648 Check Total					\$2,548.43	
Check Run 5648 Update Only					\$0.00	
Check Run 5648 Total					\$2,548.43	
Check Run: 5649						
*****	03/02/2023	6882 THOMAS, MICHAEL	Check	No	81.25	
Purchase Order #: 0		Voucher #: 123455	Invoice #: 230131		81.25	
Invoice Description: JAN 2023						
430-682-660 RESALE INV/ARTISTS					81.25	
Check Run 5649 Check Total					\$81.25	
Check Run 5649 Update Only					\$0.00	
Check Run 5649 Total					\$81.25	
Check Run: 5651						
*	*****	03/02/2023	8237 TACTICAL ENERGETIC ENTRY SYSTEMS, LLC	Check	No	1,650.00
Purchase Order #: 0		Voucher #: 123612	Invoice #: 5291		1,650.00	
Invoice Description: D CLARK/ J SINGLETON BRCHNG CRS						
001-100-630 TRAINING/TRAVEL					1,650.00	
Check Run 5651 Check Total					\$1,650.00	
Check Run 5651 Update Only					\$0.00	
Check Run 5651 Total					\$1,650.00	
Check Run: 5652						
*****	03/02/2023	6592 THE UPS STORE #5864	Check	No	40.39	
Purchase Order #: 0		Voucher #: 123350	Invoice #: 230119		40.39	
Invoice Description: PKG SHIPPING						
001-100-605 COMMUNICATIONS					40.39	
Check Run 5652 Check Total					\$40.39	
Check Run 5652 Update Only					\$0.00	
Check Run 5652 Total					\$40.39	
Check Run: 5653						
*****	03/02/2023	2035 THOMPSON TRACTOR CO.,INC.	Check	No	17,750.59	
Purchase Order #: 0		Voucher #: 122692	Invoice #: SPI01221446		645.52	
Invoice Description: HYDRO SEEDR 1542 BRNG/SL KIT						
001-200-618 RPR/MAINT EQUIPMENT					645.52	
Purchase Order #: 0		Voucher #: 122890	Invoice #: SPI01223146		1,721.98	
Invoice Description: VIN1309 SKD STR ATTCH LOCK STM						
001-200-618 RPR/MAINT EQUIPMENT					1,721.98	
Purchase Order #: 220449		Voucher #: 122891	Invoice #: TTC1-0825086		15,383.09	
Invoice Description: #774 ELEC FIRE REPAIR						

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2023

Check Register for 3/2/2023 to 3/2/2023 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)	
404-677-618 RPR/MAINT EQUIPMENT				15,383.09		
Check Run 5653 Check Total					\$17,750.59	
Check Run 5653 Update Only					\$0.00	
Check Run 5653 Total					\$17,750.59	
Check Run: 5654						
*****	03/02/2023	451 T-MOBILE USA, INC.	Check	No	170.37	
Purchase Order #:	0	Voucher #: 123613	Invoice #: 221221		72.62	
Invoice Description: DEC 2022						
001-001-605 COMMUNICATIONS			Accrual	28.18		
001-100-605 COMMUNICATIONS			Accrual	44.44		
Purchase Order #:	0	Voucher #: 123614	Invoice #: 230121		97.75	
Invoice Description: JAN 2023						
001-001-605 COMMUNICATIONS				38.25		
001-100-605 COMMUNICATIONS				59.50		
Check Run 5654 Check Total					\$170.37	
Check Run 5654 Update Only					\$0.00	
Check Run 5654 Total					\$170.37	
Check Run: 5656						
*	*****	03/02/2023	5892 BLEVINS, JR., RICHARD D	Check	No	120.00
Purchase Order #:	0	Voucher #: 123634	Invoice #: 21323		120.00	
Invoice Description: REF FLG FTBL 2/06-2/13/23						
001-300-612 PROFESSIONAL FEES				120.00		
*****	03/02/2023	7908 DALE, DAVID J.	Check	No	320.00	
Purchase Order #:	0	Voucher #: 123635	Invoice #: 21323		320.00	
Invoice Description: REF FLG FTBL/ BSKTBL 2/06-2/13/23						
001-300-612 PROFESSIONAL FEES				320.00		
*****	03/02/2023	8222 GOE, JR, LEE S.	Check	No	60.00	
Purchase Order #:	0	Voucher #: 123636	Invoice #: 21323		60.00	
Invoice Description: REF BSKTBL 2/06-2/13/23						
001-300-612 PROFESSIONAL FEES				60.00		
*****	03/02/2023	7887 GRIFFITH, WARD	Check	No	320.00	
Purchase Order #:	0	Voucher #: 123637	Invoice #: 21323		320.00	
Invoice Description: REF FLG FTBL/ BSKTBL 2/06-2/13/23						
001-300-612 PROFESSIONAL FEES				320.00		
*****	03/02/2023	7906 HAMM, DARRILL LASHAUN	Check	No	320.00	
Purchase Order #:	0	Voucher #: 123638	Invoice #: 21323		320.00	
Invoice Description: REF FLG FTBL/ BSKTBL 2/06-2/13/23						
001-300-612 PROFESSIONAL FEES				320.00		
*****	03/02/2023	6583 HART, BRAXTON TAYLOR	Check	No	80.00	
Purchase Order #:	0	Voucher #: 123639	Invoice #: 21323		80.00	
Invoice Description: REF BSKTBL 2/06-2/13/23						
001-300-612 PROFESSIONAL FEES				80.00		
*****	03/02/2023	7246 HART, MACY ROE	Check	No	100.00	
Purchase Order #:	0	Voucher #: 123640	Invoice #: 21323		100.00	
Invoice Description: REF BSKTBL 2/06-2/13/23						

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2023

Check Register for 3/2/2023 to 3/2/2023 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-300-612 PROFESSIONAL FEES			100.00
*****	03/02/2023	7922 HOYLE, SEAN	Check	No	120.00
	Purchase Order #: 0	Voucher #: 123641	Invoice #: 21323		120.00
	Invoice Description:	REF FLG FTBL 2/06-2/13/23			
		001-300-612 PROFESSIONAL FEES			120.00
*****	03/02/2023	7907 KNOWLES, RICKY	Check	No	320.00
	Purchase Order #: 0	Voucher #: 123642	Invoice #: 21323		320.00
	Invoice Description:	REF FLG FTBL/ BSKTBL 2/06-2/13/23			
		001-300-612 PROFESSIONAL FEES			320.00
*****	03/02/2023	7926 NEESE, AMANDA	Check	No	80.00
	Purchase Order #: 0	Voucher #: 123643	Invoice #: 21323		80.00
	Invoice Description:	REF BSKTBL 2/06-2/13/23			
		001-300-612 PROFESSIONAL FEES			80.00
*****	03/02/2023	7510 ROSSMAN, JOHN	Check	No	80.00
	Purchase Order #: 0	Voucher #: 123644	Invoice #: 21323		80.00
	Invoice Description:	REF BSKTBL 2/06-2/13/23			
		001-300-612 PROFESSIONAL FEES			80.00
*****	03/02/2023	8209 SELLERS, NICHOLAS ANDREW	Check	No	160.00
	Purchase Order #: 0	Voucher #: 123645	Invoice #: 21323		160.00
	Invoice Description:	REF BSKTBL 2/06-2/13/23			
		001-300-612 PROFESSIONAL FEES			160.00
Check Run 5656 Check Total					\$2,080.00
Check Run 5656 Update Only					\$0.00
Check Run 5656 Total					\$2,080.00
		Description	Count	Amount (\$)	
		ACH	0	\$0.00	
		Bank of America	0	\$0.00	
		Check	338	\$2,925,425.09	
		Strategic Payment Services	0	\$0.00	
		Wells Fargo	0	\$0.00	
		Paymode X	0	\$0.00	
		Update Only	0	\$0.00	
		GRAND TOTAL	338	\$2,925,425.09	

* Denotes Check Numbers that are out of sequence.

ACCOUNTS PAYABLE CHECK REGISTER

Check Register for 3/2/2023 to 3/2/2023 & Check Numbers 0 to 2147483647
Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
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The above listed checks are hereby approved for check signing

Authorized Signatures:

(Date)

(Date)

(Date)

(Date)

DRAFT

**THE CITY OF ORANGE BEACH, ALABAMA
FINANCIAL STATEMENTS
DECEMBER 31, 2021**

THE CITY OF ORANGE BEACH, ALABAMA
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DECEMBER 31, 2021

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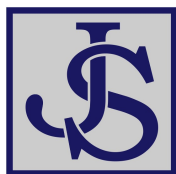
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COMPLIANCE AND INTERNAL CONTROL SECTION

Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *GOVERNMENT AUDITING STANDARDS*

Schedule of Findings

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Jackson & Smith
CPA Group, PC

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INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and Members of the City Council
City of Orange Beach, Alabama

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Orange Beach, Alabama, as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Orange Beach, Alabama, as of December 31, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, schedule of employer contributions, and schedule of changes in the net pension liability on 3 through 9 and 46 through 49 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context

We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Orange Beach, Alabama's basic financial statements. The combining and individual nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 12, 2022, on our consideration of the City of Orange Beach, Alabama's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Orange Beach, Alabama's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Orange Beach, Alabama's internal control over financial reporting and compliance.



Jackson & Smith CPA Group, PC
Orange Beach, Alabama
December 12, 2022

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)

Management's Discussion and Analysis

Overview of the Financial Statements

The City's basic financial statements are comprised of three components:

- 1) Government-wide Financial Statements
- 2) Fund Financial Statements
- 3) Notes to the Financial Statements

This Financial Report also contains other supplementary information in addition to the basic financial statements.

Government-wide Financial Statements

The Government-wide financial statements provide a broad overview of the City of Orange Beach's finances. The presentation is in a manner similar to a private sector business.

The Statement of Net Position provides information on all the City's assets and liabilities. The difference between the two is reported as net position. Over time, changes (increases or decreases) in net position may provide a useful indicator of the City's overall financial condition.

The Statement of Activities provides information on how the City's net position changed during the fiscal year.

Fund Financial Statements

A fund is a group of related accounts used to maintain control over resources that have been segregated for specific objectives or activities. The City of Orange Beach uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. Fund Financial Statements report the City's operations in more detail than the Government-wide Financial Statements. All of the funds of the City are governmental or proprietary.

Governmental Funds

Governmental funds provide information which may be useful in evaluating and determining a government's near-term financing requirements. The financial statements focus on near-term inflows and outflows of spendable resources. Readers of the financial statements may better understand the long-term impact of the government's near-term financial decisions.

Proprietary Funds

The City of Orange Beach maintains five enterprise funds: Refuse Fund, Sewer Fund, Event Center Fund, Arts Center Fund, and the Baldwin County Bridge Company Fund. Enterprise funds report the same functions presented in business-type activities in the Government-wide financial statements.

Notes to the Basic Financial Statements

The notes provide additional information and are essential to the full understanding of the data in the Government-wide and Fund Financial Statements.

Government-wide Financial Analysis

As previously noted, over time net position may serve as a useful indicator of a government's financial condition. At the close of Fiscal Year 2021 on December 31, 2021, the City of Orange Beach's assets exceeded its liabilities by \$187,855,350 whereas at the close of Fiscal Year 2020 on December 31, 2020, the City of Orange Beach's assets exceeded its liabilities by \$162,408,949. The largest portion of the City's net position reflects its investment in capital assets (property, plant, and equipment), less debt outstanding that was used for acquisition. These assets are used to provide services to the citizens and are not available for future spending. Since the capital assets cannot be used to liquidate the outstanding debt, resources needed to repay the debt must be provided from other sources.

Overall Analysis

Table 1 below presents the City's Condensed Statement of Net Position as of December 31, 2021 and December 31, 2020 and is derived from the Government-wide Statement of Net Position. Table 2 below presents the City's Condensed Statement of Activities as of December 31, 2021 and December 31, 2020 and is derived from the Statement of Activities.

Table 1 - Condensed Statement of Net Position

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2020	2021	2020	2021	2020	2021
Current and other assets	\$ 61,205,778	\$ 114,359,593	\$ 8,023,151	\$ 6,669,517	\$ 69,228,929	\$ 121,029,110
Capital assets	97,998,845	116,073,410	25,620,145	24,754,488	123,618,990	140,827,898
Total assets	<u>159,204,623</u>	<u>230,433,003</u>	<u>33,643,296</u>	<u>31,424,005</u>	<u>192,847,919</u>	<u>261,857,008</u>
Deferred outflows of resources	<u>3,883,517</u>	<u>5,240,021</u>	<u>1,438,948</u>	<u>1,157,528</u>	<u>5,322,465</u>	<u>6,397,549</u>
Other liabilities	6,871,833	2,575,546	2,046,668	317,935	8,918,501	2,893,481
Long-term liabilities	<u>8,259,404</u>	<u>55,749,020</u>	<u>17,354,649</u>	<u>17,277,430</u>	<u>25,614,053</u>	<u>73,026,450</u>
Total liabilities	<u>15,131,237</u>	<u>58,324,566</u>	<u>19,401,317</u>	<u>17,595,365</u>	<u>34,532,554</u>	<u>75,919,931</u>
Deferred inflows of resources	<u>1,174,412</u>	<u>4,423,902</u>	<u>54,469</u>	<u>53,372</u>	<u>1,228,881</u>	<u>4,477,274</u>
Invested in capital assets						
Net of related debt	94,956,825	64,568,241	6,829,131	7,593,981	101,785,956	72,162,222
Restricted	15,530,581	15,530,581	7,099,739	6,090,772	22,630,320	21,621,353
Unrestricted	<u>36,295,085</u>	<u>92,825,732</u>	<u>1,697,588</u>	<u>1,246,043</u>	<u>37,992,673</u>	<u>94,071,775</u>
Total net position	<u>\$ 146,782,491</u>	<u>\$ 172,924,554</u>	<u>\$ 15,626,458</u>	<u>\$ 14,930,796</u>	<u>\$ 162,408,949</u>	<u>\$ 187,855,350</u>

Financial highlights for the City of Orange Beach as a whole as they relate to the Statement of Net Position for the fiscal year ended December 31, 2021 and December 31, 2020 include the following:

The assets of the City exceeded its liabilities (net assets) at the close of the fiscal year ended December 31, 2021 by \$172,924,554 and at the close of the fiscal year ended December 31, 2020 by \$146,782,491 for Governmental Activities and by \$14,930,796 and \$15,626,458 (respectively for each year end) for Business-Type Activities. Net capital assets increased by \$18,074,565 from 2020 to 2021 for Governmental Activities and decreased by \$865,657 from 2020 to 2021 for Business-Type Activities. Long-term liabilities increased from 2020 to 2021 for Governmental Activities by \$47,489,616 and decreased by \$77,219 for Business-Type Activities. Unrestricted net position increased from 2020 to 2021 by \$55,900,647 and decreased by \$451,545 for Governmental Activities and Business-Type Activities, respectively. Restricted net position was unchanged from 2020 to 2021 and decreased by \$1,008,967 for Governmental Activities and Business-Type Activities, respectively.

Overall Analysis (continued)

Table 2 - Condensed Statement of Activities

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2020	2021	2020	2021	2020	2021
PRIMARY GOVERNMENT:						
Revenues						
Charges for services	\$ 8,639,351	\$ 9,830,085	\$ 11,794,200	\$ 12,454,644	\$ 20,433,551	\$ 22,284,729
Operating grants and contributions	11,406,630	6,423,109	-	-	11,406,630	6,423,109
Capital grants and contributions	54,813	57,584	-	7,100	54,813	64,684
General revenues					-	-
Taxes	41,241,236	58,490,603	-	-	41,241,236	58,490,603
Investment earnings	388,437	151,449	164,131	83,633	552,568	235,082
Reimbursed expenses	222,276	185,759	-	-	222,276	185,759
Miscellaneous	653,401	1,164,028	29,406	620,779	682,807	1,784,807
Gain on disposal of assets	2,448	279,813	-	-	2,448	279,813
Total revenues	<u>62,608,592</u>	<u>76,582,430</u>	<u>11,987,737</u>	<u>13,166,156</u>	<u>74,596,329</u>	<u>89,748,586</u>
Expenses						
General government	22,426,516	16,843,823	-	-	22,426,516	16,843,823
Municipal court	482,490	494,362	-	-	482,490	494,362
Finance	992,168	1,064,602	-	-	992,168	1,064,602
Police	6,971,818	6,769,579	-	-	6,971,818	6,769,579
Corrections	692,536	770,278	-	-	692,536	770,278
Communications	636,753	604,017	-	-	636,753	604,017
Fire	8,397,235	8,012,365	-	-	8,397,235	8,012,365
Public works	3,741,668	3,832,265	-	-	3,741,668	3,832,265
Landscape	1,805,717	1,829,510	-	-	1,805,717	1,829,510
Parks & recreation	3,006,335	2,387,811	-	-	3,006,335	2,387,811
Library	762,880	694,196	-	-	762,880	694,196
Community development	1,786,407	1,585,316	-	-	1,786,407	1,585,316
Coastal resources	2,257,430	2,973,066	-	-	2,257,430	2,973,066
Recreation center	16,907	954,885	-	-	16,907	954,885
Expect Excellence	1,196,072	2,037,144	-	-	1,196,072	2,037,144
Interest on long-term debt	78,519	1,925,469	-	-	78,519	1,925,469
Sewer fund	-	-	7,028,325	6,723,095	7,028,325	6,723,095
Refuse fund	-	-	3,044,339	3,270,197	3,044,339	3,270,197
Events Center fund	-	-	568,007	569,896	568,007	569,896
Baldwin County Bridge fund	-	-	-	-	-	-
Arts Center fund	-	-	835,411	960,309	835,411	960,309
Total expenses	<u>55,251,451</u>	<u>52,778,688</u>	<u>11,476,082</u>	<u>11,523,497</u>	<u>66,727,533</u>	<u>64,302,185</u>
Increase (decrease) in net position						
before transfers	7,357,141	23,803,742	511,655	1,642,659	7,868,796	25,446,401
Transfers	<u>1,080,000</u>	<u>2,338,321</u>	<u>(1,080,000)</u>	<u>(2,338,321)</u>	-	-
Change in net position	8,437,141	26,142,063	(568,345)	(695,662)	7,868,796	25,446,401
Net position - beginning	<u>138,345,350</u>	<u>146,782,491</u>	<u>16,194,803</u>	<u>15,626,458</u>	<u>154,540,153</u>	<u>162,408,949</u>
Net position - ending	<u>\$ 146,782,491</u>	<u>\$ 172,924,554</u>	<u>\$ 15,626,458</u>	<u>\$ 14,930,796</u>	<u>\$ 162,408,949</u>	<u>\$ 187,855,350</u>

Financial highlights for the City of Orange Beach as a whole as they relate to the Statement of Activities for the fiscal year ended December 31, 2021 and December 31, 2020 include the following:

The City's total net position increased during the current year by \$25,446,401 and during the previous year by \$7,868,796. Net position of Governmental Activities increased during the current year by \$26,142,063 and during the previous year by \$8,437,141. Net position of Business-Type Activities decreased during the current year by \$695,662 and increased in the previous year by \$568,345.

Financial Analysis of the Government's Funds

The City of Orange Beach uses fund accounting to ensure and demonstrate compliance with finance related requirements. Funds that experienced significant changes in Fund Balance during the year are as follows:

Governmental Funds

At the close of the current year, the City's Governmental Funds showed a combined ending fund balance of \$112,280,597 as compared to \$55,579,807 at the end of the previous fiscal year with \$71,146,310 unassigned compared to \$38,562,209 reported as unassigned fund balance in the prior year. The remaining reserved amount of \$41,134,287 for fiscal year end 2021 is \$232,507 nonspendable, \$37,936,122 restricted, \$2,660,828 committed, and \$304,830 assigned as compared to the fiscal year ended 2020 reserved amount of \$17,017,598, \$991,947 nonspendable, \$13,086,603 restricted, \$2,653,456 committed, and \$285,592 assigned.

Proprietary Funds

As of the close of the current fiscal year the City's Proprietary Funds reported total net position of \$14,931,796 compared to \$15,626,458 at the end of fiscal year 2020.

Budget Variances in the General Fund

The City Council did not revise the original adopted General Fund budget. The actual expenditures of the General Fund were \$4,441,103 over the budgeted amounts. This mainly resulted from unforeseen expenses related to Hurricane Sally cleanup. Actual revenues were \$23,386,155 over the budgeted amounts. Local taxes exceeded budget by \$19637,655 as the Council continued to budget conservatively, yet tourist numbers continued to exceed expectations. Refer to the budgetary comparison schedule for the General Fund in the other RSI section of the Financial Report.

Capital Asset Activity

At December 31, 2021, the City of Orange Beach reported net capital assets of \$116,073,410 and \$24,755,488 from Governmental Activities and Business-Type Activities, respectively. At December 31, 2020, the City of Orange Beach reported net capital assets of \$97,998,845 and \$25,620,145 from Governmental Activities and Business-Type Activities, respectively.

GASB No. 34 requires the City to report and depreciate new infrastructure assets effective with the beginning of the fiscal year ending September 30, 2003. Infrastructure assets include roads, bridges, underground pipes (other than utilities), traffic signals, etc. The City's capitalization threshold for infrastructure is \$500,000. The City of Orange Beach does not have infrastructure that exceeds the capitalization threshold.

Refer to **Note 10** to the financial statements for additional information on capital assets.

Long-Term Debt Activity

At December 31, 2021, the City of Orange Beach reported long-term debt of \$55,749,020 and \$17,277,430 from Governmental Activities and Business-Type Activities, respectively. At December 31, 2020, the City of Orange Beach reported long-term debt of \$10,163,007 and \$18,914,453 from Governmental Activities and Business-Type Activities, respectively.

Refer to **Note 5** to the financial statements for additional information on long-term debt activity.

Future Events Impacting the City's Financial Condition

The City of Orange Beach faces several factors that will impact the City's financial and fiscal condition next year and beyond:

- 1) The City has entered into a 30-year option to purchase the Foley Beach Express Bridge. The City made annual \$1.2 million payments to the bridge company from 2003-2013. The 2013 payment ended the 10-year outlay. In exchange, the City receives a per car royalty for 30 years. If the City does not exercise the option to purchase in year 30, the per car royalty payment extends for a second 30-year period.

In 2004, the City entered into a 15-year agreement with AIG Baker for the development of "The Wharf," a mixed-use commercial development on Canal Road. The City has committed one-half of the sales and lodging taxes collected from the project for public improvements associated with the project. The tax reimbursement portion of the agreement began in 2011; however, the City renegotiated a \$1 million escrow account to build up before any tax payments are shared. Along with this renegotiation the City acquired a one-acre tract of land on a prime corner lot. In 2012, The Wharf came into new ownership that is aggressively attracting new investment. A Springhill Suites by Marriott opened in 2016 with 132 rooms along with a restaurant adjacent to the city-owned Orange Beach Event Center.

- 2) In 2005, the City purchased 80 acres of land north of the Intracoastal Waterway on the Beach Express for the development of the Orange Beach Commerce Park. The City sold 20 acres to Baldwin Electric Membership Cooperative, 20.42 acres to Columbia Southern University, and an approximate 3 acres to VDL Holdings, LLC. Approximately 17 acres consists of undevelopable wetlands. The City has listed the remaining 19+ acres for sale or lease.
- 3) In May 2009, the Governor of Alabama signed legislation that allowed the construction of the Gulf State Park's Hotel and Conference Center in Gulf Shores. This addition to the Gulf State Park will generate revenue for the entire Alabama State Park System and will have a positive economic impact across the Alabama Gulf Coast including Orange Beach. Construction of the 350-room "The Lodge at Gulf State Park, a Hilton Hotel," began in spring of 2016 and opened in fall of 2018. Gulf State Park has made significant improvements over its 6,150 acres including the expansion of its trails system to more than 30 miles and the addition of two pedestrian overpasses crossing the busy beach highway; upgrades to its fishing pier, beach pavilion and campground; the opening of the new Interpretive Center, which was certified as a Living Building of which there are less than 20 in the world; the cottages on Lake Shelby are part of the National Geographic's Unique Lodges of the World program; and a new learning campus opened in the summer of 2020.
- 4) The City continues to explore the feasibility of the Wolf Bay Bridge Project. In 2011, the City paid off a loan for \$3.45 million and now holds title to several acres of property, which will serve as the southern landing for a future bridge at the intersection of State Highways 161 and 180. In 2018, the City Council authorized task orders to begin the design and permitting process for the new span over Wolf Bay, which continued in 2020. The future bridge will aid in evacuations during tropical events, the improvement of public safety and introduce positive economic development opportunities for long-term financial stability beyond the City's vulnerable coastline opening up thousands of undeveloped acres for new economic impact.
- 5) In 2017, the City Council approved a 2% lodging tax increase, effective May 1, 2018, with revenue specifically funding infrastructure projects, including construction of the proposed Wolf Bay Bridge.
- 6) The City maintains a permanent reserve fund for the general fund and the sewer utility fund. The City continues to add to the balance annually with a goal of maintaining close to one year general fund operations.
- 7) In June 2021, a groundbreaking ceremony was held for a South Baldwin Regional Medical Center freestanding emergency department in Gulf Shores, just north of Jack Edwards Airport on Hwy. 59. The \$15 million freestanding ER will be located on 11 acres owned by the City of Gulf Shores. The new emergency medical facility is expected to be open and ready for patient by May 2021. The City of Orange Beach worked in partnership with the City of Gulf Shores on this regional freestanding ER along with goals of regional healthcare improvements through the Gulf Coast Healthcare Authority, as well as locally through the Orange Beach Healthcare Authority.
- 8) The Council continues to be conservative in its budgeting, spending, and debt management. These conservative philosophies resulted in Moody's upgrading the bond rating for the City of Orange Beach to Aa1 in Spring of 2018. In September of 2021, S&P Global Ratings reaffirmed the City of Orange Beach's AA+ bond rating.

- 9) On April 20, 2010, the BP/Deepwater Horizon oil derrick explosion occurred in the Gulf of Mexico. The well continued to uncontrollably leak oil for approximately 90 days. National media coverage of the unprecedented man-made disaster and its potential to harm the Gulf Coast environment, negatively impacted tourism for the summer of 2010. A final settlement for lost revenues was reached with BP in 2016, resulting in a net payment to the City of \$10 million. In June of 2012, the U.S. Congress passed the RESTORE Act that directs fines and penalties directly attributed to the quantity of oil spilled into the Gulf of Mexico. The RESTORE Act specifically directs 80% of these fines to go to the five Gulf States. Alabama and its two coastal counties were estimated to receive, at minimum, \$1 billion to be reinvested in environmental and economic restoration projects such as infrastructure. In 2016, the Alabama Legislature under the guidance of then Governor Robert Bentley “reallocated” the majority of restoration funds to statewide general fund shortfalls instead of investing as planned in future infrastructure in Mobile and Baldwin Counties. Orange Beach is currently included in remaining funds allocated to Baldwin County highway projects that will increase capacity by adding an additional lane on Canal Road from Highway 161 to the western city limits at Gulf Shores. Other projects being funded by BP-related penalties include upgrading the City’s northern sewer main, widening and improving capacity on Canal Road East, filtration and water quality improvements to various canals and channels near Cotton Bayou, the construction of a Gulf Coast Engineering Research Station (in partnership with Auburn University), expansion of the Orange Beach Wildlife Rehabilitation Center and essential repairs to the Alabama Point seawall. The funding for the majority of the City’s RESTORE projects has been approved and will be allocated at the time of each grant initiation.
- 10) A 2005 warrant issue used for the last comprehensive beach renourishment project, and a 2007A issue used to establish the City’s permanent reserve fund were scheduled to be paid off in 2016; however, the council structured the new issues to pay off in 2021 and to pay interest only until 2015. During 2005, an additional 1 cent sales tax was instituted to essentially provide for the 2005 issue’s debt service payments. It was also to pay for needed drainage projects and to provide for reserve funds. The 1 cent tax was scheduled to end in 2015; however, the Council extended the 1 cent sales tax for 10 years until March 31, 2025.
- 11) Wharf built and opened a 28,000-square-foot conference center in 2008. In April 2011, the City purchased the Wharf Conference Center for \$1.6 million, gaining immediate equity in the asset. Renamed the Orange Beach Event Center at The Wharf, the City is aggressively recruiting trade shows, conferences, meetings, concerts and more to bring attendees to town to fill room nights in the City. The new 132-room Marriott Springhill Suites hotel on The Wharf site has increased usage at the Event Center, which is adjacent to the hotel. Rentals continue to be strong and growing annually in the facility.
- 12) In April 2012, the Baldwin County Commission purchased approximately 2,400 acres, known as the South Alabama Mega Site, close to Interstate 65 to market to potential industrial prospects. Baldwin County’s megasite is one of the last certified sites in the Southeast and continues to hold great potential for jobs and should generate great economic benefits to the area, including Orange Beach. Various large prospects continue to explore relocation to the site which would produce large employment demand and new job investments for Baldwin County.
- 13) The Alabama Gulf Coast Reef and Restoration Foundation successfully sank a 271-foot retired coastal freighter “The LuLu” 17 nautical miles off the coast of Orange Beach in May 2013 and additional underwater structures and near-shore reefs have been created for scuba-diving enthusiasts since that time. In June 2018, another 250 foot vessel named “The New Venture” was sunk about 20 nautical miles south of Orange Beach. These new underwater attractions are a boon for the Alabama Gulf Coast tourism industry and tap into the lucrative scuba-diving destination market. Understanding the potential, the City helped sponsor a community-driven project that added structures to a near-shore reef and continues to support the creation of new reefs in Alabama waters. The “Southern Heritage” a 50 foot shrimp boat was sunk in May 2021 as an Eagle Scout project led by Garrett Ard with the city funding \$10,000 of the total \$25,000 project costs continuing in reef development and investment.
- 14) The City has recently welcomed the opening of several new properties that added over 300 rooms along with several new retail and restaurant operations. Additionally, the City has two high-rise condominiums – one opened in 2020 and one to open in early 2021 - that will add 312 condo units to the market. Overall, commercial and residential construction permits continue to rise substantially. Assessed property value in the City of Orange Beach now exceeds \$1 billion based on Baldwin County data.

- 15) Diversification of the tourism market continues as more sporting events such as youth baseball/softball tournaments, marathons, soccer and volleyball come to the area. These athletic-oriented events documented over 117,000 room nights on the entire Gulf Coast in 2020 with an estimated economic impact of \$121.4 million. These events are building on off-season months in attracting visitors. The City Council approved hosting the Southeastern Conference Women's Soccer Championship through 2021 which airs nationally on the SEC Network, ESPN broadcasts, providing local exposure. The City continues to invest in its sports facilities to attract and retain events, such as upgraded baseball/softball fields for USSSA tournaments and new sand volleyball courts.
- 16) The City of Foley issued a \$25 million bond issue to construct 16 soccer fields along with a 90,000 square foot indoor competition facility, which opened in late 2017 and is anchored by a hotel and a major entertainment/amusement park complex located on the Beach Express known as OWA. This entire complex is attracting visitors year round and hosting new sporting events that cannot currently be held in south Baldwin County due to the lack of flat fields such as lacrosse, field hockey, and large soccer tournaments, etc. This activity is expected to continue to generate new room nights for visitors who will choose to stay in Orange Beach just 9 miles south.
- 17) The Poarch Band of Creek Indians has constructed the OWA development, an initial investment of \$260 million. OWA, stands for "Big Water" in the Creek Indians language. It is located along the Foley Beach Express at County Road 20, just 9 miles from Orange Beach. While the Alabama Gulf Coast already hosts 6.5 million visitors each year, OWA is expected to bring in an additional 1 million visitors annually once the project is built out. Phase 1 of OWA, includes a 150-room hotel, retail and dining spaces, amusement park and lake, which opened in late Summer 2017. In 2020, Phase II began as a \$100 million investment of an indoor waterpark, which is under construction, a 200 room hotel, a condominium complex and a resort level RV park. When complete, total investment in the development is projected to top \$500 million. The 520-acre OWA development is adjacent to the City of Foley's \$40 million sports tourism complex. When completed, the OWA development is expected to generate close to 3,500 jobs.
- 18) The Baldwin County Board of Education's \$26 million Orange Beach Middle/High School opened in August 2021. The City donated 40 acres of prime real estate for the school. The City has committed to fund a Performing Arts Center and an athletic training complex as part of the school's campus, estimated investment of around \$16 million in the two facilities. As anticipated, the opening of the City's first-ever middle/high school resulted in an influx of new families and a rise in property values. The Performing Arts Center will be a state-of-the-art facility with 710 seats and is scheduled to open in the summer of 2021. The facility will serve as a hallmark venue for performing arts on the Gulf Coast.
- 19) The City made a few key property acquisitions in 2020, totaling \$2.9 million, related to future expansion of city services and public safety improvements. Acquiring necessary parcels of land with buildable, dry acreage is key in securing such land for future public facilities and growth.
- 20) Recent Quality of Life investments:
 - a. Opening of the new Coastal Arts Center of Orange Beach - \$2.5 million includes a new 10,000-square-foot two story art gallery, children's studio, Hot Shop, Clay Studio and campus improvements that upgraded parking and driveways.
 - b. Orange Beach Seawall Park at Alabama Point – Over \$500,000 invested to reopen a popular fishing spot for residents and visitors located on state property adjacent to Perdido Pass Bridge.
 - c. Sidewalk investments – Over \$1 million invested in recent years to improve neighborhood connectivity, recreational opportunities, and connection through Gulf State Park to the City of Gulf Shores. Funds used in matching of trail and sidewalk grants where available.
- 21) Impactful economic event- Pandemic: On March 19, 2021 Alabama Governor Kay Ivey closed all public and private beaches in the State of Alabama due to the coronavirus pandemic concerns. This closure continued through the month of April essentially stopping tourism for the one and a half months. The local economy rebounded once beaches reopened with restrictions and mandates in place such as social distancing and Orange Beach saw a banner summer season.
- 22) Impactful economic event – Hurricane Sally: On September 16, 2021, Hurricane Sally made a direct impact on Orange Beach, Alabama at almost Category 3 strength. The storm grew in intensity in its final hours of approach which had caused no mandatory evacuation. Moving at only 1mph, Sally deposited 30" of rainfall along with sustained winds near 110mph for hours. The damage and devastation was broad with severe impacts on marine related structures such as docks and marinas, vessels and the charter fishing and tour boat industry based in Orange Beach. Flooding was severe throughout the city. The city set very aggressive goals of cleanup and restoration which by end of the calendar year 2021 was met and by spring break of the following tourist season around 90% operation was back in force.

BASIC FINANCIAL STATEMENTS

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GOVERNMENT – WIDE FINANCIAL STATEMENTS

THE CITY OF ORANGE BEACH, ALABAMA
STATEMENT OF NET POSITION
DECEMBER 31, 2021

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	Primary Government		
	Governmental Activities	Business-type Activities	Totals
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 61,716,216	\$ 6,663,172	\$ 68,379,388
Accounts receivable - net	15,089,809	101,089	15,190,898
Internal balances	6,189,205	(6,189,205)	-
Inventories	14,462	-	14,462
Prepays	218,046	3,689	221,735
Restricted assets:			
Cash and cash equivalents	31,131,855	6,090,772	37,222,627
Capital assets:			
Non-depreciable	68,126,861	1,505,769	69,632,630
Depreciable (net)	47,946,549	23,249,719	71,196,268
TOTAL ASSETS	<u>230,433,003</u>	<u>31,425,005</u>	<u>261,858,008</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred employer pension contributions	566,045	-	566,045
Deferred pension losses	4,186,169	-	4,186,169
Defeasance cost (net)	487,807	1,157,528	1,645,335
TOTAL DEFERRED OUTFLOWS OF RESOURCES	<u>5,240,021</u>	<u>1,157,528</u>	<u>6,397,549</u>
LIABILITIES			
Current liabilities:			
Accounts payable	\$ 641,636	\$ 91,681	\$ 733,317
Accrued expenses	1,250,989	65,925	1,316,914
Accrued interest payable	682,921	160,329	843,250
Long-term liabilities:			
Due within one year:			
Compensated absences	471,974	78,288	550,262
Bonds payable	2,855,000	1,770,000	4,625,000
Due in more than one year:			
Net pension liability	3,533,356	-	3,533,356
Compensated absences	238,521	38,635	277,156
Bonds payable	48,650,169	15,390,507	64,040,676
TOTAL LIABILITIES	<u>58,324,566</u>	<u>17,595,365</u>	<u>75,919,931</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred pension gains	4,237,531	-	4,237,531
Unearned revenue	186,371	55,372	241,743
TOTAL DEFERRED INFLOWS OF RESOURCES	<u>4,423,902</u>	<u>55,372</u>	<u>4,479,274</u>
NET POSITION			
Invested in capital assets, net of related debt	64,568,241	7,594,981	72,163,222
Restricted:			
Capital projects	1,417,216	-	1,417,216
Emergencies	14,113,365	6,090,772	20,204,137
Unrestricted	92,825,734	1,246,043	94,071,777
TOTAL NET POSITION	<u>\$ 172,924,556</u>	<u>\$ 14,931,796</u>	<u>\$ 187,856,352</u>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2021

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Functions/Programs	Program Revenues				Primary Government		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business type Activities	Total
PRIMARY GOVERNMENT							
Governmental activities:							
General government	\$ 16,843,823	\$ 406,132	\$ 3,614,449	\$ -	\$ (12,823,242)		\$ (12,823,242)
Court	494,362	81,225	-	-	(413,137)		(413,137)
Finance	1,064,602	2,969,381	-	-	1,904,779		1,904,779
Police	6,769,579	468,640	-	-	(6,300,939)		(6,300,939)
Corrections	770,276	-	-	-	(770,276)		(770,276)
Communications	604,017	-	-	-	(604,017)		(604,017)
Fire	8,012,365	2,755,666	-	-	(5,256,699)		(5,256,699)
Public works	3,832,265	-	-	57,584	(3,774,681)		(3,774,681)
Landscape	1,829,510	-	-	-	(1,829,510)		(1,829,510)
Parks and recreation	2,387,811	1,577,504	-	-	(810,307)		(810,307)
Library	694,196	36,050	7,028	-	(651,118)		(651,118)
Community development	1,585,316	1,535,487	34,500	-	(15,329)		(15,329)
Coastal resources	2,973,066	-	2,767,132	-	(205,934)		(205,934)
Recreation center	954,885	-	-	-	(954,885)		(954,885)
Expect Excellence	2,037,144	-	-	-	(2,037,144)		(2,037,144)
Interest on long-term debt	1,925,469	-	-	-	(1,925,469)		(1,925,469)
Total governmental activities (See Note 1)	52,778,686	9,830,085	6,423,109	57,584	(36,467,908)		(36,467,908)
Business-type activities:							
Sewer	6,723,095	7,386,965	-	-	-	663,870	663,870
Refuse	3,270,197	2,731,546	-	-	-	(538,651)	(538,651)
Events Center	568,896	106,196	-	-	-	(462,700)	(462,700)
Baldwin County Bridge Company (BCBC)	-	1,621,431	-	-	-	1,621,431	1,621,431
Arts Center	960,309	608,506	-	7,100	-	(344,703)	(344,703)
Total business-type activities	11,522,497	12,454,644	-	7,100	-	939,247	939,247
Total primary government	\$ 64,301,183	\$ 22,284,729	\$ 6,423,109	\$ 64,684	\$ (36,467,908)	\$ 939,247	\$ (35,528,661)
General revenues:							
Property taxes					4,593,410	-	4,593,410
Local taxes					30,540,408	-	30,540,408
Franchise taxes					1,505,032	-	1,505,032
State taxes					839,538	-	839,538
Sales taxes					21,012,215	-	21,012,215
Unrestricted investment earnings					151,449	83,633	235,082
Reimbursed expenses					185,759	-	185,759
Miscellaneous					1,164,028	620,779	1,784,807
Gain on disposal of assets					279,813	-	279,813
Transfers					2,338,321	(2,338,321)	-
Total general revenues, special items and transfers					62,609,973	(1,633,909)	60,976,064
Change in net position					26,142,065	(694,662)	25,447,403
Net position - beginning					146,782,491	15,626,458	162,408,949
Net position - ending					\$ 172,924,556	\$ 14,931,796	\$ 187,856,352

The accompanying notes are an integral part of the financial statements.

FUND FINANCIAL STATEMENTS

THE CITY OF ORANGE BEACH, ALABAMA
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2021

DRAFT

	General	Other Governmental Funds	Total Governmental Funds
ASSETS			
Cash and cash equivalents	\$ 61,392,607	\$ 323,609	\$ 61,716,216
Restricted cash and cash equivalents	28,418,386	2,713,469	31,131,855
Accounts receivable - net	14,983,936	105,873	15,089,809
Due from other funds	6,350,463	-	6,350,463
Inventory	14,462	-	14,462
Prepaid expenses	218,046	-	218,046
TOTAL ASSETS	<u><u>\$ 111,377,900</u></u>	<u><u>\$ 3,142,951</u></u>	<u><u>\$ 114,520,851</u></u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
Liabilities:			
Accounts payable	641,636	-	641,636
Due to other funds	-	161,258	161,258
Accrued expenses	1,110,423	15,419	1,125,842
Appearance bonds	60,967	-	60,967
Performance bonds	33,545	-	33,545
Communications tower escrow funds	30,635	-	30,635
Total liabilities	<u><u>1,877,206</u></u>	<u><u>176,677</u></u>	<u><u>2,053,883</u></u>
Deferred inflows of resources:			
Unearned revenue	<u><u>186,371</u></u>	<u><u>-</u></u>	<u><u>186,371</u></u>
Fund balances:			
Nonspendable	232,507	-	232,507
Spendable:			
Restricted	35,274,678	2,661,444	37,936,122
Committed	2,660,828	-	2,660,828
Assigned	-	304,830	304,830
Unassigned	71,146,310	-	71,146,310
Total fund balances	<u><u>109,314,323</u></u>	<u><u>2,966,274</u></u>	<u><u>112,280,597</u></u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	<u><u>\$ 111,377,900</u></u>	<u><u>\$ 3,142,951</u></u>	<u><u>\$ 114,520,851</u></u>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
RECONCILIATION OF THE BALANCE SHEET
TO THE STATEMENT OF NET POSITION
DECEMBER 31, 2021

DRAFT

Fund balances - total governmental funds \$ 112,280,597

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds.

Governmental capital assets	146,028,067	
Less: accumulated depreciation	<u>(29,954,657)</u>	116,073,410

Certain deferred outflows of resources used in governmental activities are not financial resources and therefore are not reported in the governmental funds.

Deferred employer pension contributions	566,045	
Deferred pension losses	4,186,169	
Loss on advance refunding	880,250	
Less: accumulated amortization	<u>(392,443)</u>	5,240,021

Certain deferred inflows of resources used in governmental activities are not financial uses and therefore are not reported in the governmental funds.

Deferred pension gains	<u>(4,237,531)</u>	(4,237,531)
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Long-term liabilities, including bonds payable are not due and payable in the current period and therefore are not reported in the governmental funds.

Governmental bonds payable	(42,845,000)	
Premium on bonds issued	(9,860,675)	
Discount on bonds issued	42,033	
Accumulated amortization of premium/discount	1,158,473	
Net pension liability	(3,533,356)	
Compensated absences	<u>(710,495)</u>	(55,749,020)

Accrued interest payable on debt in the governmental funds is susceptible to full accrual on the entity wide basis.

Accrued interest payable		<u>(682,921)</u>
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Net position of governmental activities		<u>\$ 172,924,556</u>
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The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2021

DRAFT

	General	Other Governmental Funds	Total Governmental Funds
REVENUES			
Property taxes	\$ 4,593,413	\$ -	\$ 4,593,413
Intergovernmental:			
State tax	198,186	552,032	750,218
Local tax	53,057,655	-	53,057,655
Grants	6,416,081	7,028	6,423,109
BP proceeds	-	-	-
Personnel service reimbursement	185,759	-	185,759
Other licenses, permits and fees	5,182,603	2,828	5,185,431
Fines and forfeitures	436,150	37,687	473,837
Charges for services	1,604,985	-	1,604,985
Rent	171,139	-	171,139
Investment earnings	137,917	13,532	151,449
Insurance proceeds	768,144	-	768,144
Contracts	2,298,679	-	2,298,679
Miscellaneous	499,559	197,591	697,150
TOTAL REVENUES	<u>75,550,270</u>	<u>810,698</u>	<u>76,360,968</u>
EXPENDITURES			
General government	10,293,841	-	10,293,841
Coastal resources	2,369,619	-	2,369,619
Court	494,225	-	494,225
Finance	1,062,053	-	1,062,053
Police	6,954,845	-	6,954,845
Corrections	769,979	-	769,979
Community development	1,523,572	-	1,523,572
Communications	603,636	-	603,636
Fire	8,043,878	-	8,043,878
Public works	3,160,982	-	3,160,982
Landscape	1,829,324	-	1,829,324
Parks and recreation	1,525,262	-	1,525,262
Recreation center	954,819	-	954,819
Expect Excellence	2,036,454	-	2,036,454
Library	-	660,329	660,329
Capital improvements	27,720,171	-	27,720,171
Securities lending:			
Fiscal agent fees	-	1,632	1,632
Debt service:			
Principal payments	-	2,195,271	2,195,271
Interest and other	-	41,425	41,425
TOTAL EXPENDITURES	<u>69,342,660</u>	<u>2,898,657</u>	<u>72,241,317</u>
Excess (deficiency) of revenues over expenditures	<u>6,207,610</u>	<u>(2,087,959)</u>	<u>4,119,651</u>
OTHER FINANCING SOURCES (USES)			
Proceeds from disposal of assets	242,818	-	242,818
Proceeds from debt issue	50,433,145	-	50,433,145
Cost of debt issue	(433,145)	-	(433,145)
Transfers in	2,944,097	4,172,992	7,117,089
Transfers out	(4,172,992)	(605,776)	(4,778,768)
TOTAL OTHER FINANCING SOURCES (USES)	<u>49,013,923</u>	<u>3,567,216</u>	<u>52,581,139</u>
NET CHANGE IN FUND BALANCES	<u>55,221,533</u>	<u>1,479,257</u>	<u>56,700,790</u>
FUND BALANCES - BEGINNING	<u>54,092,790</u>	<u>1,487,017</u>	<u>55,579,807</u>
FUND BALANCES - ENDING	<u>\$ 109,314,323</u>	<u>\$ 2,966,274</u>	<u>\$ 112,280,597</u>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL ACTIVITIES
TO THE CHANGES IN NET POSITION ON THE STATEMENT OF ACTIVITIES
DECEMBER 31, 2021

DRAFT

Net change in fund balances \$ 56,700,790

Governmental funds report capital improvements as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Expenditures for capital assets	20,847,499	
Less: current year depreciation	(2,751,580)	
Less: book value of disposed assets	<u>(21,353)</u>	18,074,566

Bond proceeds provide current financial resources to governmental funds, but issuing debt increase long-term liabilities in the statement of net position. Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.

Proceeds of 2021 GO Debt issue	(50,433,145)	
Bond premium/discount amortization	549,996	
Principal payments	<u>1,420,000</u>	(48,463,149)

Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.

Amortization of loss on refunding	(44,012)	
Increase in interest accrued on long term debt	(673,996)	
Increase in compensated absences	(13,515)	
Decrease in deferred employer pension contributions	(1,373)	
Increase in deferred pension losses	1,401,889	
Increase in deferred pension gains	(3,729,785)	
Decrease in net pension liability	<u>2,890,650</u>	<u>(170,142)</u>

Change in net position of governmental activities \$ 26,142,065

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
DECEMBER 31, 2021

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	Sewer	Other Proprietary Funds	Total Proprietary Funds
ASSETS			
Current assets			
Cash and cash equivalents	\$ 6,565,462	\$ 97,710	\$ 6,663,172
Restricted cash and cash equivalents	6,090,772	-	6,090,772
Accounts receivable - net	75,663	25,426	101,089
Due from other funds	-	1,287	1,287
Prepaid expenses	3,689	-	3,689
Total current assets	<u>\$ 12,735,586</u>	<u>\$ 124,423</u>	<u>\$ 12,860,009</u>
Noncurrent assets			
Capital assets:			
Land	343,588	158,648	502,236
Buildings	-	3,820,516	3,820,516
Sewer plant	29,767,289	-	29,767,289
Vehicles and equipment	3,106,476	1,629,120	4,735,596
Distribution and collection system	13,763,412	-	13,763,412
Less: Accumulated depreciation	<u>(25,819,184)</u>	<u>(2,014,377)</u>	<u>(27,833,561)</u>
Total noncurrent assets	<u>21,161,581</u>	<u>3,593,907</u>	<u>24,755,488</u>
TOTAL ASSETS	<u>33,897,167</u>	<u>3,718,330</u>	<u>37,615,497</u>
DEFERRED OUTFLOWS OF RESOURCES			
Unamortized loss on refunding - net	<u>1,157,528</u>	<u>-</u>	<u>1,157,528</u>
LIABILITIES			
Current liabilities			
Accounts payable	\$ 68,555	\$ 23,126	\$ 91,681
Due to other funds	1,247,414	4,943,078	6,190,492
Accrued expenses	39,391	26,534	65,925
Accrued compensated absences	46,830	31,458	78,288
Accrued interest payable	160,329	-	160,329
Current portion of bonds payable	<u>1,770,000</u>	<u>-</u>	<u>1,770,000</u>
Total current liabilities	<u>3,332,519</u>	<u>5,024,196</u>	<u>8,356,715</u>
Noncurrent liabilities			
Accrued compensated absences	30,803	7,832	38,635
Series 2020 G.O. Sewer Warrant - net	14,115,000	-	14,115,000
Series 2012 G.O. Sewer Warrant - net	<u>1,275,507</u>	<u>-</u>	<u>1,275,507</u>
Total noncurrent liabilities	<u>15,421,310</u>	<u>7,832</u>	<u>15,429,142</u>
TOTAL LIABILITIES	<u>18,753,829</u>	<u>5,032,028</u>	<u>23,785,857</u>
DEFERRED INFLOWS OF RESOURCES			
Unearned revenue	<u>55,372</u>	<u>-</u>	<u>55,372</u>
NET POSITION			
Invested in capital assets, net of related debt	6,878,396	3,593,907	10,472,303
Unrestricted	<u>9,367,098</u>	<u>(4,907,605)</u>	<u>4,459,493</u>
TOTAL NET POSITION	<u>\$ 16,245,494</u>	<u>\$ (1,313,698)</u>	<u>\$ 14,931,796</u>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2021

DRAFT

	Sewer	Other Proprietary Funds	Total Proprietary Funds
OPERATING REVENUES			
Charges for services	\$ 7,386,965	\$ 4,800,114	\$12,187,079
Miscellaneous income	2,580	31,006	33,586
Merchandise sales	-	284,525	284,525
TOTAL OPERATING REVENUES	<u>7,389,545</u>	<u>5,115,645</u>	<u>12,505,190</u>
COST OF GOODS SOLD	<u>-</u>	<u>166,476</u>	<u>166,476</u>
GROSS PROFIT	<u>7,389,545</u>	<u>4,949,169</u>	<u>12,338,714</u>
OPERATING EXPENSES			
Salaries, wages and employee benefits	2,094,597	1,393,463	3,488,060
Contractual services	224,809	2,429,463	2,654,272
Utilities	1,073,616	122,812	1,196,428
Repairs and maintenance	337,408	225,811	563,219
Other supplies and expenses	373,143	216,117	589,260
Bad debt expense	6,474	-	6,474
Bond premium amortization	125,913	-	125,913
Depreciation	1,626,308	271,515	1,897,823
TOTAL OPERATING EXPENSES	<u>5,862,268</u>	<u>4,659,181</u>	<u>10,521,449</u>
OPERATING INCOME (LOSS)	<u>1,527,277</u>	<u>289,988</u>	<u>1,817,265</u>
NON-OPERATING REVENUES (EXPENSES)			
Interest income	83,600	33	83,633
Interest expense	(860,827)	-	(860,827)
2012 GO Warrant debt service transfers from escrow	603,588	-	603,588
TOTAL NON-OPERATING REVENUES (EXPENSES)	<u>(173,639)</u>	<u>33</u>	<u>(173,606)</u>
INCOME (LOSS) BEFORE TRANSFERS	<u>1,353,638</u>	<u>290,021</u>	<u>1,643,659</u>
TRANSFERS IN (OUT)	<u>(820,000)</u>	<u>(1,518,321)</u>	<u>(2,338,321)</u>
CHANGE IN NET POSITION	<u>533,638</u>	<u>(1,228,300)</u>	<u>(694,662)</u>
NET POSITION - BEGINNING	<u>15,711,856</u>	<u>(85,398)</u>	<u>15,626,458</u>
NET POSITION - ENDING	<u>\$16,245,494</u>	<u>\$ (1,313,698)</u>	<u>\$14,931,796</u>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2021

DRAFT

	Sewer	Other Proprietary Funds	Total Proprietary Funds
CASH FLOWS FROM			
OPERATING ACTIVITIES			
Receipts from customers	\$ 7,386,212	\$ 5,116,932	\$12,503,144
Payments to employees for services	(2,158,018)	(1,434,365)	(3,592,383)
Payments to suppliers of goods & services	(2,090,054)	(3,178,639)	(5,268,693)
Payments from (to) other funds	<u>1,128,874</u>	<u>1,049,144</u>	<u>2,178,018</u>
NET CASH PROVIDED (USED)			
BY OPERATING ACTIVITIES	<u>4,267,014</u>	<u>1,553,072</u>	<u>5,820,086</u>
CASH FLOWS FROM NONCAPITAL			
FINANCING ACTIVITIES			
Transfers to other funds	<u>(820,000)</u>	<u>(1,518,321)</u>	<u>(2,338,321)</u>
CASH FLOWS FROM CAPITAL AND			
RELATED FINANCING ACTIVITIES			
Interest income	83,600	35	83,635
Increase in restricted cash	1,008,967	-	1,008,967
Proceeds from Series 2020 G.O. Warrants	-	-	-
2012 GO Warrant debt service transfers from escrow	603,588	-	603,588
Principal repayments for capital purposes	(1,630,508)	-	(1,630,508)
Interest paid on capital debt	(677,404)	-	(677,404)
Acquisition of property and equipment	<u>(1,033,167)</u>	<u>-</u>	<u>(1,033,167)</u>
NET CASH (USED) BY CAPITAL AND			
RELATED FINANCING ACTIVITIES	<u>(1,644,924)</u>	<u>35</u>	<u>(1,644,889)</u>
NET INCREASE (DECREASE) IN CASH	<u>1,802,090</u>	<u>34,786</u>	<u>1,836,876</u>
CASH & EQUIVALENTS - BEG. OF YEAR	<u>4,763,372</u>	<u>62,924</u>	<u>4,826,296</u>
CASH & EQUIVALENTS - END OF YEAR	<u>\$ 6,565,462</u>	<u>\$ 97,710</u>	<u>\$ 6,663,172</u>
Operating income (loss)	<u>\$ 1,527,277</u>	<u>\$ 289,988</u>	<u>\$ 1,817,265</u>
Adjustments to reconcile operating income to net cash provided (used) by operating activities			
Depreciation	1,626,308	271,515	1,897,823
Amortization	125,913	-	125,913
(Increase) decrease in:			
Accounts receivable	2,238	1,289	3,527
Due to other funds	1,128,874	1,049,144	2,178,018
Deposits	-	-	-
Increase (decrease) in:			
Accounts payable	(81,078)	(17,962)	(99,040)
Accrued payroll	(63,421)	(40,902)	(104,323)
Deferred revenue	<u>903</u>	<u>-</u>	<u>903</u>
Total adjustments	<u>2,739,737</u>	<u>1,263,084</u>	<u>4,002,821</u>
Net cash provided (used) by operating activities	<u>\$ 4,267,014</u>	<u>\$ 1,553,072</u>	<u>\$ 5,820,086</u>

Supplemental Disclosures

Noncash Investing and Financing Activities: NONE

The accompanying notes are an integral part of the financial statements.

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NOTES TO THE FINANCIAL STATEMENTS

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. GENERAL STATEMENT

The City of Orange Beach, Alabama, (the "City"), was incorporated on August 1, 1984, under the applicable laws of the State of Alabama. The City operates under a Mayor-Council form of government and provides the following services to its citizens: Police, Fire and Paramedic services, Street maintenance, Culture-Recreation, Public Improvements, Planning and Zoning, Building Inspection and other general administrative services.

The accounting and reporting policies of the City relating to the funds included in the accompanying basic financial statements conform to accounting principles generally accepted in the United States of America applicable to state and local governments. Generally Accepted Accounting Principles (GAAP) for local governments includes those principles prescribed by the Governmental Accounting Standards Board (GASB), the American Institute of Certified Public Accountants in the publication entitled Audits of State and Local Governmental Units and by the Financial Accounting Standards Board (when applicable). As allowed in Section P80 of GASB's Codification of Governmental Accounting and Financial Reporting Standards, the City has elected not to apply Financial Accounting Standards Board Statements and Interpretations, Accounting Principles Board Opinions, and Accounting Research Bulletins of the Committee of Accounting Procedure issued after November 30, 1989. The more significant accounting policies of the City are described below.

B. FINANCIAL REPORTING ENTITY

The City's basic financial statements include the accounts of all City operations. The criteria for including organizations as component units within the City's reporting entity, as set forth in Section 2100 of GASB's Codification of Governmental Accounting and Financial Reporting Standards, include whether:

- the organization is legally separate (can sue and be sued in their own name)
- the City holds the corporate powers of the organization
- the City appoints a voting majority of the organization's board
- the City is able to impose its will on the organization
- the organization has the potential to impose a financial benefit/burden on the City
- there is fiscal dependency by the organization on the City

Based on these criteria, this report includes financial statements of the funds required to account for those financial activities for which the City has the ability to influence and control through its legislative processes.

Excluded from the financial statements of the City are the following boards or agencies for which a lack of influence, dependency and control exist: The Business and Industrial Development Board of the City of Orange Beach, Alabama, the Orange Beach Water, Sewer and Fire Protection Authority and the Orange Beach Volunteer Fire Department. These boards and agencies are governed by their own Boards of Directors, prepare and adopt an annual operating budget which is not influenced by the City, have the authority to issue debt which is not an obligation of the City and are not secured by City revenues, have responsibility for any operating deficits which they may incur and must fund any deficits through prior years' surplus or other financing sources.

C. BASIS OF PRESENTATION

The government-wide financial statements (the statement of net position and the statement of activities) report information on all of the activities of the City. The effect of interfund activity, within the governmental and business-type activities columns, has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

C. BASIS OF PRESENTATION (continued)

The statement of activities demonstrates the degree to which the direct expenses of a given program are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific program. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given program and 2) operating or capital grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Taxes and other items not properly included among program revenues are reported instead as general revenues.

FUND FINANCIAL STATEMENTS:

The City segregates transactions related to certain functions or activities in separate funds in order to aid financial management and to demonstrate legal compliance. Separate statements are presented for governmental and proprietary activities. These statements present each major fund as a separate column on the fund financial statements; all non-major funds are aggregated and presented in a single column.

Governmental funds are those funds through which most governmental functions typically are financed. The measurement focus of governmental funds is on the sources, uses and balance of current financial resources. The City has presented the following major governmental funds:

General Fund -

The General Fund is the main operating fund of the City. It is used to account for all financial resources not accounted for in other funds. All general tax revenues and other receipts that are not restricted by law or contractual agreement to some other fund are accounted for in this fund. General operating expenditures, fixed charges and capital improvement costs that are not paid through other funds are paid from the General Fund.

Proprietary Funds are accounted for using the economic resources measurement focus and the accrual basis of accounting. The accounting objectives are determinations of net income, financial position and cash flow. All assets, deferred outflows of resources, liabilities, and deferred inflows of resources are included on the Statement of Net Position. The City has presented the following major proprietary funds:

Sewer Utility System -

Sewer Utility System Fund is used to account for the provision of sewer services to the residents of the City. Activities of the fund include administration, operations and maintenance of the sewer system and billing and collection activities. The fund also accounts for the accumulation of resources for, and the payment of, long-term debt principal and interest for sewer debt. All costs are financed through charges to utility customers with rates reviewed regularly and adjusted if necessary to ensure integrity of the fund.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

C. BASIS OF PRESENTATION (continued)

FUND FINANCIAL STATEMENTS (continued)

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations.

Operating expenses for the proprietary funds include the cost of personal and contractual services, supplies and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Additionally, the City's non-major funds are:

Governmental Funds:

Special Revenue Funds -

Special Revenue Funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes.

Library Fund -

The Library fund is used to record the daily operating functions of the library. The library fund is a component unit of the city presented with the other governmental funds since its revenue primarily consists of appropriations from the city's general fund.

Debt Service Fund -

The Debt Service Fund is used to account for the accumulation of financial resources for the payment of principal, interest and related costs on general long-term debt paid primarily from taxes levied by the City. The fund balance of the Debt Service Fund is reserved to signify the amounts that are restricted exclusively for debt service expenditures.

Proprietary Funds:

Events Center Fund -

Events Center Fund is used to account for the operations of the events center operation. All costs are financed through charges to customers.

Arts Center Fund -

Arts Center Fund is used to account for the operations of the coastal arts center. All costs are financed through charges to customers.

Refuse Collection -

Refuse Collection Fund is used to account for operations of solid waste collection and disposal services. All costs are financed through charges to refuse customers.

Baldwin County Bridge Company (BCBC) Fund -

BCBC Fund is used to account for the transactions between the City and American Roads as described in Note 12.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

D. MEASUREMENT FOCUS/BASIS OF ACCOUNTING

Measurement focus refers to what is being measured; basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurement made, regardless of the measurement focus applied.

The government-wide statements and fund financial statements for proprietary funds are reported using the economic resources measurement focus and the accrual basis of accounting. The economic resources measurement focus means all assets, liabilities (whether current or non-current), deferred inflows of resources, and deferred outflows of resources are included on the statement of net position and the operating statements present increases (revenues) and decreases (expenses) in net total position. Under the accrual basis of accounting, revenues are recognized when earned, including unbilled sewer services which are accrued. Expenses are recognized at the time the liability is incurred.

Governmental fund financial statements are reported using the current financial resources measurement focus and are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual, i.e., when they become both measurable and available. "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The City considers property taxes as available if they are collected within 60 days after year end. A one-year availability period is used for recognition of all other Governmental Fund revenues. Expenditures are recorded when the related fund liability is incurred. However, debt service expenditures, as well as expenditures related to compensated absences are recorded only when payment is due.

The revenues susceptible to accrual are property taxes, franchise fees, charges for services, interest income and intergovernmental revenues. Taxes collected and held by the state at year end on behalf of the government are also recognized as revenue. All other governmental fund revenues are recognized when received.

E. BUDGETARY CONTROL

As set forth in the City Charter, the City of Orange Beach, Alabama, adopts an annual budget for the General Fund, Special Revenue Fund, Refuse Fund (an Enterprise Fund), and the Sewer System Utility Fund (an Enterprise Fund). The annual budget for the funds is prepared on the cash and expenditure/encumbrances basis. Revenues and expenditures are budgeted in the year receipt and payment is expected. The Debt Service Fund budget is prepared to provide funding for general obligation debt service when liabilities are due for payment. The budget to actual comparison in the general purpose financial statements is presented on this basis. The City may transfer budgeted amounts between line items with the approval of the City Council. The City Council can amend the budget during the year as needed to reflect any changes in its programs or services arising during the budget period. The Enterprise funds do not require a budget comparison. All annual appropriations lapse at year-end except for on- going projects which are budgeted for the following fiscal year.

The City follows these procedures in establishing the budgetary data presented in the financial statements:

1. During the months of October and November, the Mayor and City Administrator meet with the Department heads to discuss a proposed budget for that department for the coming year commencing January 1st.
2. The Mayor then drafts a budget for all funds, which include proposed expenditures and the proposed means for financing them.
3. On or about December 1st, the Mayor presents to the Council the proposed budget. Prior to January 1st, the budget is legally enacted through passage of a resolution.
4. The City Council may amend the budget through resolutions as needed, provided adequate funds are available at the time of amendment. The City reviews its budget at mid-year and at other times as needs and circumstances dictate.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

E. BUDGETARY CONTROL (continued)

The Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - General Fund presents a comparison of budgetary data to actual results. The General Fund utilizes the same basis of accounting for both budgetary purposes and actual results.

F. CASH AND INVESTMENTS

For the purpose of the Statement of Net Position, "cash and cash equivalents" includes all demand deposits, savings accounts, and short-term investments with original or remaining maturities of three months or less when purchased. For purposes of the proprietary fund statement of cash flows, "cash and cash equivalents" include all demand and savings accounts, and short-term investments with an original maturity of three months or less.

The City has \$19,322,732 invested in the JP Morgan 100% U.S. Treasury Securities Money Market Fund #677 as of December 31, 2021. The fund invests solely in debt securities of the U.S. Treasury, including Treasury bills, bonds and notes. These investments carry different interest rates, maturities and issue dates.

G. RECEIVABLES

In the government-wide statements, receivables consist of all revenues earned at year-end and not yet received. Major receivables balances for the governmental activities include property taxes, local taxes and franchise taxes. Major proprietary receivables include amounts due on the Baldwin County Bridge agreement and sewer fees.

In the fund financial statements, material receivables in governmental funds include revenue accruals such as franchise tax, grants and other similar intergovernmental revenue that are usually both measurable and available. Nonexchange transactions collectible but not available are not deferred in the fund financial statements in accordance with modified accrual but are deferred in the government-wide statements in accordance with accrual basis. The interest earned is recorded when earned, only if paid within 60 days since they would be considered both measurable and available.

H. PREPAID ITEMS

Prepaid balances are for payments made by the City in the current year to provide services occurring in the subsequent fiscal year, and the reserve for prepaid items has been recorded to signify that a portion of fund balance is not available for other subsequent expenditures.

I. INVENTORY

Inventory is valued at the lower of cost (first-in, first-out) or market. Inventory consists of gasoline and diesel fuel and merchandise held in the general fund.

J. INTERFUND RECEIVABLES AND PAYABLES

Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances".

K. TRANSACTIONS BETWEEN FUNDS

Legally authorized transfers are treated as interfund transfers and are included in the results of operations of both Governmental and Proprietary Funds.

L. USE OF ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Accordingly, actual results could differ from those estimates.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

M. CAPITAL ASSETS

Capital assets, which include property, plant and equipment, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements and in the fund financial statements for proprietary funds. All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Donated assets are valued at their fair value on the date donated. Repairs and maintenance are recorded as expenses. Renewals and betterments are capitalized.

GASB No 34 requires the City to report and depreciate new infrastructure assets effective with the beginning of the fiscal year ending September 30, 2003. Infrastructure assets include roads, bridges, underground pipes (other than utilities), traffic signals, etc. The City's capitalization threshold for infrastructure is \$500,000. During 2007, the City assessed the condition of the roads, sidewalk, and other infrastructure. The City of Orange Beach, Alabama does not have infrastructure that exceeds the capitalization threshold.

Assets capitalized, not including infrastructure assets, have varying capitalization thresholds depending on the asset type. Depreciation has been calculated on each class of depreciable property using the straight-line method. Estimated useful lives and capitalization thresholds are as follows:

	Useful Life	Capitalization Threshold Before 2/5/19	Capitalization Threshold After 2/5/19
Buildings	35-50 years	\$ 100,000	\$ 100,000
Building improvements	20-30 years	100,000	100,000
Machinery, vehicles and equipment	5-15 years	7,500	15,000
Furniture and fixtures	3-15 years	7,500	15,000
Land	n/a	7,500	10,000

Sewer Utility System Fund

During 2007, The City began constructing a new wastewater treatment plant. The new plant was completed and put on-line on April 8, 2011. The final cost of the project was \$28,071,590. The costs of the various items of land, buildings, plant, collection system and other equipment and vehicles were allocated based on actual costs of the various components of the system. Additions to the system during the year are recorded at cost or, if contributed property, at the estimated fair value at the time of contribution. Repairs and maintenance are recorded as expenses; renewals and betterments are capitalized. The sale or disposal of property and equipment is recorded by removing cost and accumulated depreciation from the accounts and charging the resulting gain or loss to operations.

Refuse Collection Fund, Arts Center Fund, Events Center Fund

Additions to the fund during the year are recorded at cost or, if contributed property, at the estimated fair value at the time of contribution. Repairs and maintenance are recorded as expenses; renewals and betterments are capitalized. The sale or disposal of property and equipment is recorded by removing cost and accumulated depreciation from the accounts and charging the resulting gain or loss to operations.

N. ACCUMULATED COMPENSATED ABSENCES

It is the City's policy to permit employees to accumulate earned but unused vacation which will be paid to City workers when they terminate employment or will be used in future years by the employees. In governmental funds and enterprise funds, the cost of this leave time is recognized based on the Administration's estimate of the total value which will be taken in the coming fiscal period and is recorded as a liability in the General Fund.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

O. PROPERTY TAXES

All ad valorem taxes levied by the State, County and the City are assessed and collected by the Tax Collector of Baldwin County, Alabama. The Baldwin County tax calendar requires the Tax Assessor to assess and attach taxes as enforceable liens on property as of September 30, and taxes are due October 1 through December 31 of each year. Property taxes not paid by January 1, are considered as delinquent. Tax collections received by the County Tax Collector are remitted to the City on a monthly basis. All amounts paid to the City within the bill paying period are included in revenues. The City currently assesses 4 mills on property within the City Limits. The Council has the authority to increase property taxes at its discretion, within certain statutory limits.

P. NATURE AND PURPOSE OF RESERVATIONS AND DESIGNATIONS OF FUND BALANCE

Government Wide Level Financial Statements

Equity is classified as net position and displayed in three components:

- Invested in capital assets, net of related debt consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
- Restricted net position consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation.
- Unrestricted net position consists of all other net position that do not meet the definition of "restricted" or "invested in capital assets, net of related debt."

Fund Level Financial Statements

In accordance with Government Accounts Standards Board 54, Fund Balance Reporting and Governmental Fund Type Definitions, the Bureau classifies governmental fund balance as follows:

- a) Non-spendable - includes fund balance amounts that cannot be spent either because it is not in spendable form or because of legal or contractual constraints.
- b) Restricted - includes fund balance amounts that are constrained for specific purposes which are externally imposed by providers, such as creditors or amounts constrained due to constitutional provisions or enabling legislation.
- c) Committed - includes fund balance amounts that are constrained for specific purposes that are internally imposed by the government through formal action of the highest level of decision-making authority and does not lapse at year-end.
- d) Assigned - includes fund balance amounts that are intended to be used for specific purposes that are neither considered restricted nor committed. The policy established by the City pursuant to which the authorization to assign fund balance to a specific purpose is given for the Finance Committee to approve, followed by Council action to accept and the Mayor's signature to authorize.
- e) Unassigned - includes positive fund balance within the General Fund which has not been classified within the above-mentioned categories and negative fund balances in other governmental funds.

The City commits fund balance through council action, the government highest level of decision-making authority. Formal Council action in a form of a resolution is required to establish, modify, or rescind a fund balance commitment is needed.

The City does not have an established policy regarding use of unrestricted fund balance when both restricted and unrestricted fund balance are available. However, the City does consider committed amount would be reduced first, followed by any assigned amounts, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of the City's unrestricted fund balance classifications are used.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

P. NATURE AND PURPOSE OF RESERVATIONS AND DESIGNATIONS OF FUND BALANCE (continued)

A schedule of fund balances is as follows:

	General Fund	Debt Service Fund	Special Revenue Fund	Library Fund	Total Governmental Funds
Fund Balances:					
Nonspendable:					
Inventories	\$ 14,462	\$ -	\$ -	\$ -	\$ 14,462
Prepaid expenses	218,046	-	-	-	218,046
Restricted for:					
Grants	10,177,190	-	-	-	10,177,190
Municipal court	61,449	-	-	-	61,449
Debt service	25,036,038	2,109,504	-	-	27,145,542
Capital outlay	-	-	551,940	-	551,940
Committed to:					
Emergencies	2,660,828	-	-	-	2,660,828
Assigned to:					
Library	-	-	-	304,830	304,830
Unassigned:	<u>71,146,310</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>71,146,310</u>
Total Fund Balance:	<u>\$ 109,314,323</u>	<u>\$ 2,109,504</u>	<u>\$ 551,940</u>	<u>\$ 304,830</u>	<u>\$ 112,280,597</u>

Q. CAPITALIZED INTEREST

Interest costs on debt are capitalized when incurred by proprietary funds where the proceeds are used to finance the construction of assets.

R. ACCUMULATED DEFICIT

At December 31, 2021, the Events Center Fund and Refuse Fund had accumulated deficits of \$515,703 and \$1,620,658, respectively. It is anticipated that the Events Center Fund and Refuse Fund deficits will continue to be financed by the General Fund.

S. NET POSITION

Net position represents the difference between assets plus deferred outflow of resources and liabilities plus deferred inflow of resources. Net position invested in capital assets, net of related debt consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets, and adding back unspent proceeds. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislations adopted by the City or through external restrictions imposed by creditors, grantors or laws or regulations of other governments.

NOTE 2 – CASH AND RESTRICTED CASH

A detail of cash as of December 31, 2021 is as follows:

	Governmental-type Funds	Business-type Funds
Cash on hand	\$ 3,905	\$ 100
Cash in banks		
Operations	61,712,311	6,663,072
Reserved- Disaster	3,320,899	4,253,764
Reserved- Capital projects	25,097,487	-
Reserved- Special revenues	472,435	-
Reserved- Debt service	2,241,034	1,837,008
	<u>\$ 92,848,071</u>	<u>\$ 12,753,944</u>

NOTE 3 – CREDIT RISK

The City's deposits at year end were held by facial institutions that participate in the State of Alabama's Security of Alabama Funds Enhancement (SAFE) Program. The SAFE program was established by the Alabama legislature and is governed by the provisions contained in the Code of Alabama 1975, Sections 41-14A-1 through 41-14A-14. Under the SAFE Program all public funds are protected through the collateral pool administered by the Alabama State Treasurer's Office under this program, financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that financial institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Depository Insurance Corporation (FDIC). If the securities pledged failed to produce adequate funds, every institution participating in the pool would share the liability for the remaining balance.

At December 31, 2021 the carrying amount of the City's deposits, including Certificates of Deposit, was \$105,598,114 and the bank balance was \$121,807,051. These deposits are held in accounts insured by the Federal Deposit Insurance Corporation, FDIC. Amounts in excess of FDIC coverage are further secured by a pledge of securities from various institutions to the Alabama State Treasurer Office in accordance with the Security for Alabama Funds Enhancement, SAFE, Act.

NOTE 4 – RETIREMENT PLAN

A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Employees' Retirement System of Alabama (the Plan) financial statements are prepared using the economic resources measurement focus and accrual basis of accounting. Contributions are recognized as revenues when earned, pursuant to the plan requirements. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan. Expenses are recognized when the corresponding liability is incurred, regardless of when the payment is made. Investments are reported at fair value. Financial statements are prepared in accordance with requirements of the Governmental Accounting Standards Board (GASB). Under these requirements, the Plan is considered a component unit of the State of Alabama and is included in the State's Comprehensive Annual Financial Report.

B. GENERAL INFORMATION ABOUT THE PENSION PLAN

Plan description. The Employees' Retirement System of Alabama, an agency multiple-employer plan, was established October 1, 1945 under the provisions of Act 515 of the Legislature of 1945 for the purpose of providing retirement allowances and other specified benefits for state employees, State Police, and on an elective basis, to all cities, counties, towns and quasi-public organizations. The responsibility for the general administration and operation of ERS is vested in its Board of Control. The ERS Board of Control consists of 13 trustees. The Plan is administered by the Retirement Systems of Alabama (RSA). Title 36- Chapter 27 of the Code of Alabama grants the authority to establish and amend the benefit terms to the ERS Board of Control. The Plan issues a publicly available financial report that can be obtained at www.rsa-al.gov.

NOTE 4 – RETIREMENT PLAN (continued)

B. GENERAL INFORMATION ABOUT THE PENSION PLAN (continued)

The ERS Board of Control consists of 13 trustees as follows:

- 1) The Governor, ex officio.
- 2) The State Treasurer, ex officio.
- 3) The State Personnel Director, ex officio.
- 4) The State Director of Finance, ex officio.
- 5) Three vested members of ERS appointed by the Governor for a term of four years, no two of whom are from the same department of state government nor from any department of which an ex officio trustee is the head.
- 6) Six members of ERS who are elected by members from the same category of ERS for a term of four years as follows:
 - a. Two retired members with one from the ranks of retired state employees and one from the ranks of retired employees of a city, county, or a public agency each of whom is an active beneficiary of ERS.
 - b. Two vested active state employees.
 - c. Two vested active employees of an employer participating in ERS pursuant to § 36-27-6.

Benefits provided. State law establishes retirement benefits as well as death and disability benefits and any ad hoc increase in postretirement benefits for the ERS. Benefits for ERS members vest after 10 years of creditable service. State employees who retire after age 60 (52 for State Police) with 10 years or more of creditable service or with 25 years of service (regardless of age) are entitled to an annual retirement benefit, payable monthly for life. Local employees who retire after age 60 with 10 years or more of creditable service or with 25 or 30 years of service (regardless of age), depending on the particular entity's election, are entitled to an annual retirement benefit, payable monthly for life. Service and disability retirement benefits are based on a guaranteed minimum or a formula method, with the member receiving payment under the method that yields the highest monthly benefit. Under the formula method, members of the ERS (except State Police) are allowed 2.0125% of their average final compensation (highest 3 of the last 10 years) for each year of service. State Police are allowed 2.875% for each year of State Police service in computing the formula method. Act 377 of the Legislature of 2012 established a new tier of benefits (Tier 2) for members hired on or after January 1, 2013. Tier 2 ERS members are eligible for retirement after age 62 (56 for State Police) with 10 years or more of creditable service and are entitled to an annual retirement benefit, payable monthly for life.

Service and disability retirement benefits are based on a guaranteed minimum or a formula method, with the member receiving payment under the method that yields the highest monthly benefit. Under the formula method, Tier 2 members of the ERS (except State Police) are allowed 1.65% of their average final compensation (highest 5 of the last 10 years) for each year of service. State Police are allowed 2.375% for each year of state police service in computing the formula method.

Members are eligible for disability retirement if they have 10 years of credible service, are currently in-service, and determined by the RSA Medical Board to be permanently incapacitated from further performance of duty. Preretirement death benefits are calculated and paid to the beneficiary on the member's age, service credit, employment status and eligibility for retirement. The ERS serves approximately 846 local participating employers. These participating employers include 287 cities, 65 counties, and 494 other public entities. The ERS membership includes approximately 83,874 participants. As of September 30, 2020, the City's membership consisted of:

Retired members or their beneficiaries currently receiving benefits	66
Vested inactive members	13
Non-vested inactive members	73
Active members	414
Post-DROP retired members still in active service	-
Total	566

NOTE 4 – RETIREMENT PLAN (continued)

B. GENERAL INFORMATION ABOUT THE PENSION PLAN (continued)

Contributions: Covered members of the ERS contributed 5% of earnable compensation to the ERS as required by statute until September 30, 2011. From October 1, 2011, to September 30, 2012, covered members of the ERS were required by statute to contribute 7.25% of earnable compensation. Effective October 1, 2012, covered members of the ERS are required by statute to contribute 7.50% of earnable compensation. Certified law enforcement, correctional officers, and firefighters of the ERS contributed 6% of earnable compensation as required by statute until September 30, 2011. From October 1, 2011, to September 30, 2012, certified law enforcement, correctional officers, and firefighters of the ERS were required by statute to contribute 8.25% of earnable compensation. Effective October 1, 2012, certified law enforcement, correctional officers, and firefighters of the ERS are required by statute to contribute 8.50% of earnable compensation. State Police of the ERS contribute 10% of earnable compensation. ERS local participating employers are not required by statute to increase contribution rates for their members.

Tier 2 covered members of the ERS contribute 6% of earnable compensation to the ERS as required by statute. Tier 2 certified law enforcement, correctional officers, and firefighters of the ERS are required by statute to contribute 7% of earnable compensation. Tier 2 State Police members of the ERS contribute 10% of earnable compensation. These contributions rates are the same for Tier 2 covered members of ERS local participating employers.

The ERS establishes rates based upon an actuarially determined rate recommended by an independent actuary. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with additional amounts to finance any unfunded accrued liability, the pre-retirement death benefit and administrative expenses of the Plan. For the year ended December 31, 2021, the City's active employee contribution rate was 5.15% of covered employee payroll, and the City's average contribution rate to fund the normal and accrued liability costs was 4.85% of covered employee payroll.

The City's contractually required contribution rate for the year ended September 30, 2021 was 6.23% of pensionable pay for Tier 1 employees, and 3.27% of pensionable pay for Tier 2 employees. These required contribution rates are based upon the actuarial valuation dated September 30, 201, a percent of annual pensionable payroll, and actuarially determined as an amount that, when combined with member contributions, is expected to finance the costs of benefits earned by members during the year, with an additional amount to finance any unfunded accrued liability. Total employer contributions to the pension plan from the City were \$1,156,216 for the year ended December 31, 2021.

C. NET PENSION LIABILITY

The City's net pension liability was measured as of September 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of September 30, 2020 rolled forward to September 30, 2021 using standard roll-forward techniques as shown in the following table:

	Expected	Actual Before Act 2019-132	Actual After Act 2019-132	Actual After 2020 Experience Study
(a) TPL as of September 30, 2020	\$ 49,051,891	\$ 50,052,118	\$ 50,052,118	\$ 52,350,282
(b) Discount rate	7.70%	7.70%	7.70%	7.45%
(c) Entry age normal cost for the period October 1, 2020 - September 30, 2021	1,786,762	1,786,762	1,786,762	1,977,944
(d) Transfers among employees	-	239,995	239,995	239,995
(e) Actual benefit payments and refunds for the period October 1 2020 -September 30, 2021	(1,717,068)	(1,717,068)	(1,717,068)	(1,717,068)
(f) TPL as of September 30, 2021 = [(a) x (1 + (b))]+ (c) + (d) + [(e) x (1 + 0.5 x (b))]	<u>\$ 52,832,473</u>	<u>\$ 54,149,713</u>	<u>\$ 54,149,713</u>	<u>\$ 56,687,288</u>
(g) Difference between expected and actual		\$ 1,317,239		
(h) Less liability transferred for immediate recognition		<u>239,995</u>		
(i) Difference between Expected and Actual - Experience (gain) / loss = (g) - (h)		<u>\$ 1,077,244</u>		
(j) Difference between Actual TPL Before and After Act 2019-132 benefit change (gain) / loss			<u>\$ -</u>	
(k) Difference between Actual TPL Before and After 2020 Experience Study - Assumption Change (gain) / loss				<u>\$ 2,537,575</u>

NOTE 4 – RETIREMENT PLAN (continued)

C. NET PENSION LIABILITY (continued)

Actuarial assumptions: The total pension liability in the September 30, 2021 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.75%
Salary increases	3.25% - 5.0%
Investment rate of return*	7.70%

* Net of pension plan investment expense

Mortality rates were based on the sex distinct RP-2000 Blue Collar Mortality Table Projected with Scale BB to 2020 with an adjustment of 125% at all ages for males and 120% for females at ages on and after age 78. The rates of mortality for the period after disability retirement are according to the sex distinct RP-2000 Disabled Retiree Mortality Table Projected with Scale BB to 2020 with an adjustment of 130% at all ages for females.

The actuarial assumptions used in the September 30, 2020 valuation were based on the results of an investigation of the economic and demographic experience for the ERS based upon participant data as of September 30, 2019. The Board of Control accepted and approved these changes in September 2019, which became effective at the beginning of fiscal year 2019.

The long-term expected rate of return on pension plan investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target asset allocation and best estimates of geometric real rates of return for each major asset class are as follows:

	Target Allocation	Long-Term Expected Rate of Return*
Fixed income	17.00%	4.40%
U.S. large stocks	32.00%	8.00%
U.S. mid stocks	9.00%	10.00%
U.S. small stocks	4.00%	11.00%
International developed market stock	12.00%	9.50%
International emerging market stocks	3.00%	11.00%
Alternative	10.00%	10.10%
Real estate	10.00%	7.50%
Cash equivalents	3.00%	1.50%
Total	<u>100.00%</u>	

* Includes assumed rate of inflation of 2.50%.

Discount rate: The discount rate used to measure the total pension liability was the long-term rate of return, 7.45%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that the employer contributions will be made in accordance with the funding policy adopted by the ERS Board of Control. Based on those assumptions, components of the pension plan's fiduciary net position were projected to be available to make all projected future benefit payments of current pan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

NOTE 4 – RETIREMENT PLAN (continued)

C. NET PENSION LIABILITY (continued)

Changes in Net Pension Liability

	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balance at September 30, 2020	\$ 49,051,891	\$ 42,627,885	\$ 6,424,006
Changes for the year:			
Service cost	1,786,762	-	1,786,762
Interest	3,710,888	-	3,710,888
Changes of benefit terms	-	-	-
Changes of assumptions	2,537,576	-	2,537,576
Difference between expected and actual experience	1,077,245	-	1,077,245
Contributions - employer	-	1,089,725	(1,089,725)
Contributions - employee	-	1,341,292	(1,341,292)
Net investment income	-	9,572,104	(9,572,104)
Benefit payments, including refunds of employee contributions	(1,717,068)	(1,717,068)	-
Administrative expense	-	-	-
Transfers among employees	239,995	239,995	-
Net changes	7,635,398	10,526,048	(2,890,650)
Balance at September 30, 2021	\$ 56,687,289	\$ 53,153,933	\$ 3,533,356

Sensitivity of the net pension liability to changes in the discount rate: The following table presents the City's net pension liability calculated using the discount rate of 7.45%, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower (6.45%) or 1-percentage-point higher (8.45%) than the current rate:

	1% Decrease (6.45%)	Current Discount (7.45%)	1% Increase (8.45%)
Plan's Net Pension Liability	\$ 11,482,410	\$ 3,533,356	\$ (3,033,031)

Pension plan fiduciary net position: Detailed information about the pension plan's fiduciary net position is available in the separately issued RSA Comprehensive Annual Report for the fiscal year ended September 30, 2021. The supporting actuarial information is included in the GASB Statement No. 68 Report for the ERS prepared as of September 30, 2021. The auditor's report dated August 19, 2022 on the Schedule of Changes in Fiduciary Net Position by Employer and accompanying notes is also available. The additional financial and actuarial information is available at www.rsa-al.gov.

NOTE 4 – RETIREMENT PLAN (continued)

D. PENSION EXPENSE AND DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES RELATED TO PENSIONS

For the year ended December 31, 2021, the City recognized pension expense of \$1,156,216. At December 31, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to pensions of the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 1,419,119	\$ 406,658
Changes of assumptions	2,767,050	-
Net difference between projected and actual earnings on plan investments	-	-
Employer contributions subsequent to the measurement date	566,045	3,830,873
	<u>566,045</u>	<u>-</u>
Total	<u>\$ 4,752,214</u>	<u>\$ 4,237,531</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources to pensions will be recognized in pension expense as follows:

Year Ended December 31:	
2023	\$ (5,080)
2024	10,300
2025	(569,375)
2026	(712,770)
2027	446,921
Thereafter	778,642

Details of the deferred inflows and outflows of resources are displayed in the following three tables:

NOTE 4 – RETIREMENT PLAN (continued)

D. PENSION EXPENSE AND DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES RELATED TO PENSIONS (continued)

Collective Deferred Outflows and Inflows between Expected and Actual Experience											
Year	Beginning Balance								Ending Balance		
	Initial Balance of Losses / Deferred Outflow	Initial Balance of Gains / Deferred Inflow	Amort. Period	Deferred Outflows	Deferred Inflows	Losses / Deferred Outflows	Gains / Deferred Inflows	Amounts	Amounts	Deferred Outflows (a) + (c) - (e)	Deferred Inflows (b) + (d) - (f)
								Recog. In	Recog. In		
								Expense / Deferred Outflow	Expense / Deferred Inflow		
(c)	(d)	(e)	(f)								
2021	\$ 1,077,245	\$ -	7.7	\$ -	\$ -	\$1,077,245	\$ -	\$ 139,902	\$ -	\$ 937,343	\$ -
2020	-	291,520	7.5	-	252,651	-	-	-	38,869	-	213,782
2019	130,650	-	8.0	97,988	-	-	-	16,331	-	81,657	-
2018	518,534	-	8.0	324,083	-	-	-	64,817	-	259,266	-
2017	-	503,971	8.1	-	255,095	-	-	-	62,219	-	192,876
2016	23,081	-	8.2	9,006	-	-	-	2,815	-	6,191	-
2015	920,209	-	8.2	246,883	-	-	-	112,221	-	134,662	-
Total				\$ 677,960	\$ 507,746	\$1,077,245	\$ -			\$ 1,419,119	\$ 406,658

NOTE 4 – RETIREMENT PLAN (continued)

D. PENSION EXPENSE AND DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES RELATED TO PENSIONS (continued)

Collective Deferred Outflows and Inflows for Differences from Assumption Changes											
Year				Beginning Balance				Amounts Recogn. In Pension Expense / Deferred Outflow	Amounts Recogn. In Pension Expense / Deferred Inflow	Ending Balance	
	Initial Balance of Losses / Deferred Outflow	Initial Balance of Gains / Deferred Inflow	Amort. Period	Deferred Outflows	Deferred Inflows	Losses / Deferred Outflows	Gains / Deferred Inflows			Deferred Outflows (a) + (c) - (e)	Deferred Inflows (b) + (d) - (f)
				(a)	(b)	(c)	(d)	(e)	(f)	(e)	(b) + (d) - (f)
2021	\$ 1,077,245	\$ -	7.7	\$ -	\$ -	\$1,077,245	\$ -	\$ 139,902	\$ -	\$ 937,343	\$ -
2020	-	291,520	7.5	-	252,651	-	-	-	38,869	-	213,782
2019	130,650	-	8.0	97,988	-	-	-	16,331	-	81,657	-
2018	518,534	-	8.0	324,083	-	-	-	64,817	-	259,266	-
2017	-	503,971	8.1	-	255,095	-	-	-	62,219	-	192,876
2016	23,081	-	8.2	9,006	-	-	-	2,815	-	6,191	-
2015	920,209	-	8.2	246,883	-	-	-	112,221	-	134,662	-
Total				<u>\$ 677,960</u>	<u>\$ 507,746</u>	<u>\$1,077,245</u>	<u>\$ -</u>			<u>\$ 1,419,119</u>	<u>\$ 406,658</u>

NOTE 4 – RETIREMENT PLAN (continued)

D. PENSION EXPENSE AND DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES RELATED TO PENSIONS (continued)

Collective Deferred Outflows and Inflows for Differences in Investment Experience											
Year	Beginning Balance							Amounts Recogn. In Pension Expense / Deferred Outflow	Amounts Recogn. In Pension Expense / Deferred Inflow	Ending Balance	
	Initial Balance of Losses / Deferred Outflow	Initial Balance of Gains / Deferred Inflow	Amort. Period	Deferred Outflows	Deferred Inflows	Losses / Deferred Outflows	Gains / Deferred Inflows			Deferred Outflows (a) + (c) - (e)	Deferred Inflows (b) + (d) - (f)
2021	\$ -	\$ 6,253,030	5.0	\$ -	\$ -	\$ -	\$ 6,253,030	\$ -	\$ 1,250,606	\$ -	\$ 5,002,424
2020	798,809	-	5.0	639,047	-	-	-	159,762	-	479,285	-
2019	1,993,569	-	5.0	1,196,141	-	-	-	398,714	-	797,427	-
2018	-	525,801	5.0	-	210,321	-	-	-	105,160	-	105,161
2017	-	1,526,162	5.0	-	305,234	-	-	-	305,234	-	-
Total				<u>\$ 1,835,188</u>	<u>\$ 515,555</u>	<u>\$ -</u>	<u>\$ 6,253,030</u>			<u>\$ 1,276,712</u>	<u>\$ 5,107,585</u>
Net difference between projected and actual earnings on investments (f) - (e)											\$ 3,830,873

NOTE 5 – LONG TERM DEBT

General Fund

General Obligation Warrants

At December 31, 2021, governmental long-term debt consisted of the following individual issues:

On February 1, 2013, the City issued a General Obligation Warrant, in the amount of \$9,780,000 to Bank of New York for the refunding of General Obligation Issue 2007B. The Warrant is payable in annual installments varying from \$151,858 to \$1,465,950 principal plus interest from 0.55% - 3.00% beginning May 1, 2013 with a final payment on May 1, 2022.

On February 1, 2021, the City issued a General Obligation Warrant, in the amount of 41,395,000 to Bank of New York. The Warrant is payable in annual installments varying from \$117,000 to \$1,641,750 principal plus interest with an average coupon of 3.996% beginning February 1, 2022 with a final payment on August 1, 2041.

Sewer Fund

General Obligation Warrants

At December 31, 2021, the long-term debt for the proprietary fund consisted of the following individual issues:

On October 1, 2012, the City issued \$22,975,000 of its Series 2012 General Obligation Sewer Warrants for the refunding of the previous 2006 Sewer Revenue Issue. The warrant is payable in annual installments varying from \$75,000 to \$2,070,000 principal plus interest from 2.00% - 5.00% beginning February 1, 2013 with a final payment on February 1, 2030. The City issued warrants in 2020, partially refunding the Series 2012 General Obligation Sewer Warrants. The remaining warrants are payable in annual installments with a final payment on February 1, 2022.

On October 17, 2020, the City issued \$15,660,000 of its Series 2020 General Obligation Sewer Warrants for the partial refunding of the previous Series 2012 General Obligation Sewer Warrants. The warrant is payable in annual installments varying from \$100,000 to \$1,990,000 principal plus interest from .235% - 1.564% beginning February 1, 2021 with a final payment on February 1, 2030.

NOTE 5 – LONG TERM DEBT (continued)

General Obligation Warrants for governmental activities of the City were comprised of the following at December 31, 2021:

\$9,780,000 General Obligation Warrants Series 2013 dated February 1, 2013, principal and interest due in annual installments varying from \$151,858 to \$1,465,950 through May 1, 2022; variable interest rate from .55% - 3.00%	\$ 1,450,000
\$41,395,000 General Obligation Warrants Series 2021 dated February 1, 2021, principal and interest due in annual installments varying from \$117,000 to \$1,641,750 through August 1, 2041; variable interest rate with average coupon of 3.996%.	41,395,000
Unamortized bond premium/ discount (net)	<u>8,660,169</u>
TOTAL WARRANTS AND NOTES OUTSTANDING	51,505,169
Compensated absences	710,495
Net pension liability	<u>3,533,356</u>
TOTAL GENERAL LONG-TERM DEBT	<u>\$ 55,749,020</u>

General Obligation and Revenue Warrants for business-type activities of the City were comprised of the following at December 31, 2021:

\$22,975,000 General Obligations Sewer Warrants Series 2012 dated October 1, 2012, principal and interest due in annual installments varying from \$1,305,000 to \$2,070,000 through February 1, 2022; variable interest rate from 2.00% - 5.00%; partially refunded in 2020	\$ 1,445,000
\$15,660,000 General Obligations Sewer Warrants Series 2020 dated October 17, 2020, principal and interest due in annual installments varying from \$100,000 to \$1,990,000 through February 1, 2030; variable interest rate from .235% to 1.564%; issued in 2020 to partially refund the 2012 Warrants	15,560,000
Unamortized bond premium/ discount (net)	<u>155,507</u>
TOTAL WARRANTS AND NOTES OUTSTANDING	17,160,507
Compensated absences	<u>116,923</u>
TOTAL BUSINESS-TYPE ACTIVITY DEBT	<u>\$ 17,277,430</u>

THE CITY OF ORANGE BEACH, ALABAMA
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2021

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NOTE 5 – LONG TERM DEBT (continued)

The annual aggregate maturities, including principal and interest, for the years subsequent to December 31, 2021, are as follows:

Year Ending December 31,	Governmental Activities			Business-type Activities		
	Principal	Interest	Total	Principal	Interest	Total
2022	\$ 2,855,000	\$ 1,656,250	\$ 4,511,250	\$ 1,770,000	\$ 800,842	\$ 2,570,842
2023	1,445,000	1,599,600	3,044,600	1,850,000	160,204	2,010,204
2024	1,505,000	1,541,800	3,046,800	1,855,000	152,082	2,007,082
2025	1,565,000	1,481,600	3,046,600	1,865,000	140,117	2,005,117
2026	1,625,000	1,419,000	3,044,000	1,885,000	126,037	2,011,037
2027 and thereafter	33,850,000	11,816,000	45,666,000	7,780,000	284,992	8,064,992
Unamortized bond discount / premium	8,660,169	-	8,660,169	155,507	-	155,507
Total	<u>\$ 51,505,169</u>	<u>\$ 19,514,250</u>	<u>\$ 71,019,419</u>	<u>\$ 17,160,507</u>	<u>\$ 1,664,274</u>	<u>\$ 18,824,781</u>

Changes in General Long-Term Debt during the year were as follows:

Obligation	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
Governmental activities:					
Bonds payable:					
February 1, 2013, G.O. Warrants, Series 2013	\$ 2,870,000	\$ -	\$ (1,420,000)	\$ 1,450,000	\$ 1,450,000
February 1, 2021, G.O. Warrants, Series 2021	-	41,395,000	-	41,395,000	1,405,000
Unamortized bond premium/ discount (net)	<u>172,020</u>	<u>9,038,145</u>	<u>(549,996)</u>	<u>8,660,169</u>	<u>-</u>
Total bonds payable	3,042,020	50,433,145	(1,969,996)	51,505,169	2,855,000
Other long-term liabilities:					
Compensated absences	696,981	-	13,514	710,495	471,974
Net pension liability	<u>6,424,006</u>	<u>-</u>	<u>(2,890,650)</u>	<u>3,533,356</u>	<u>-</u>
Total other long-term liabilities	<u>7,120,987</u>	<u>-</u>	<u>(2,877,136)</u>	<u>4,243,851</u>	<u>471,974</u>
Governmental activities long-term liabilities	<u>\$ 10,163,007</u>	<u>\$ 50,433,145</u>	<u>\$ (4,847,132)</u>	<u>\$ 55,749,020</u>	<u>\$ 3,326,974</u>

NOTE 5 – LONG TERM DEBT (continued)

Changes in Business-Type Long Term Debt during the year were as follows:

Obligation	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
Business-type activities:					
Bonds payable:					
October 1, 2012 G.O. Sewer Warrants, Series 2012	\$ 2,820,000	\$ -	\$ (1,375,000)	\$ 1,445,000	\$ 1,445,000
October 17, 2020 G.O. Sewer Warrants, Series 2020	15,660,000	-	(100,000)	15,560,000	325,000
Unamortized bond premium/ discount (net)	<u>311,014</u>	<u>-</u>	<u>(155,507)</u>	<u>155,507</u>	<u>-</u>
Total bonds payable	18,791,014	-	(1,630,507)	17,160,507	1,770,000
Other long-term liabilities:					
Compensated absences	<u>123,439</u>	<u>-</u>	<u>(6,516)</u>	<u>116,923</u>	<u>78,288</u>
Total other long-term liabilities	<u>123,439</u>	<u>-</u>	<u>(6,516)</u>	<u>116,923</u>	<u>78,288</u>
Business-type activities long-term liabilities	<u>\$ 18,914,453</u>	<u>\$ -</u>	<u>\$ (1,637,023)</u>	<u>\$ 17,277,430</u>	<u>\$ 1,848,288</u>

NOTE 6 – DEFEASANCE OF DEBT

On February 1, 2013, \$9,780,000 million in general obligation bonds with an average interest rate of 2.11% were issued to advance refund \$9,105,000 of outstanding bonds with an average interest rate of 4.22%. The net proceeds of \$10,032,143 (after payment of \$142,030 in underwriting fees, insurance, and other issuance costs) were used to purchase U.S. government securities. Those securities were deposited in an irrevocable trust with an escrow agent to provide for all future debt service payments on the bonds and loans. As a result, the bonds are considered to be defeased and the liability for those bonds has been removed from the financial statements. This refunding decreases total debt service payments over the next 11 years by almost \$611,228 resulting in an economic gain (difference between the present values of the debt services payments on the old and new debt and cash exchanged) of \$500,454.

On October 27, 2020, \$15,660,000 million in Sewer Fund general obligation bonds with an average interest rate of 1.20% were issued to advance refund \$14,430,000 of outstanding bonds with an average interest rate of 3.87%. The net proceeds of \$15,451,767 (after payment of \$208,233 in underwriting fees, insurance, and other issuance costs) were used to purchase U.S. government securities. Those securities were deposited in an irrevocable trust with an escrow agent to provide for all future debt service payments on the bonds and loans. As a result, the bonds are considered to be defeased and the liability for those bonds has been removed from the financial statements. This refunding decreases total debt service payments over the next 10 years by \$1,049,838 resulting in an economic gain (difference between the present values of the debt services payments on the old and new debt and cash exchanged) of 996,504.

NOTE 7 – OPERATING LEASES

Post Office Lease

On August 26, 1994, the City entered into a 20-year operating lease with the United States Postal Service, USPS. USPS is leasing the building constructed by the City which was designed for use as a post office. The lease has no purchase options, no residual value and maintenance lies with the USPS. The following schedule details the lease revenues accruing to the City during the initial lease period and the renewal periods outlined in the lease document:

<u>Term</u>	<u>Monthly Rental</u>	<u>Yearly Rental</u>
4/20/15 - 4/19/20	\$ 1,667	\$ 20,000
4/20/20 - 4/19/25	1,667	20,000

Medical Arts Building

The City entered into an agreement with various doctors and medical facilities to rent space in the Medical Arts Building. The following schedule details the lease revenues accruing to the City outlined in the lease documents:

<u>Year</u>	<u>Yearly Rental Revenue</u>
2020	\$ 52,424
2021	47,424
Thereafter	-

NOTE 8 – BRETT ROBINSON AGREEMENT

On January 27, 2014, the City signed a release and settlement agreement with Brett Real Estate, Robinson Development Co., Inc., Phoenix West II LLC., and Brett/Robinson Gulf Corporation (collectively referred to as the BR Parties) regarding impact fees for the development of Phoenix West II Condominium Association, Inc. that were never paid. The BR Parties entered into a promissory note with the City for \$1,532,242 to be paid in 120 monthly installments of \$15,239 beginning in March of 2015 with interest thereon of 3% per annum in lieu of the impact fees.

NOTE 9 – INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS

The following is detail of the interfund receivables and payables on the combined balance sheet of the City as of December 31, 2021:

Due From	Due To	
	General Fund	Refuse Fund
General Fund	\$ -	\$ -
Special Revenue Fund	26,368	-
Debt Service Fund	131,530	-
Refuse Fund	2,014,972	-
BCBC Fund	-	-
Sewer Fund	1,246,127	1,287
Event Center Fund	1,742,665	-
Library Fund	3,360	-
Art Center Fund	1,185,441	-
Total	<u>\$ 6,350,463</u>	<u>\$ 1,287</u>

The above balances resulted from the time lag between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made.

Interfund transfers during the year ended December 31, 2021 were as follows:

Transfers Out	Transfers In						Total
	General Fund	Arts Center Fund	Events Center Fund	Library Fund	Debt Service Fund	Sewer Fund	
General Fund	\$ -	\$ -	\$ -	\$ 659,577	\$ 3,513,415	\$ -	\$ 4,172,992
BCBC Fund	1,518,321	-	-	-	-	-	1,518,321
Special Revenue Fund	605,776	-	-	-	-	-	605,776
Sewer Fund	820,000	-	-	-	-	-	820,000
Total	<u>\$ 2,944,097</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 659,577</u>	<u>\$ 3,513,415</u>	<u>\$ -</u>	<u>\$ 7,117,089</u>

Transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (2) move receipts restricted to debt service from the funds collecting the receipts to the Debt Service Fund as debt service payments become due, and (3) use unrestricted revenues collected in the General Fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

THE CITY OF ORANGE BEACH, ALABAMA
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2021

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NOTE 10 – CAPITAL ASSETS

Capital asset activity for the year ended December 31, 2021 was as follows:

	Beginning Balance	Additions	Disposals & Reclassifications	Ending Balance
Governmental activities:				
Non depreciable assets:				
Land & improvements	\$ 58,561,867	\$ -	\$ -	\$ 58,561,867
Construction in progress	16,519,994	15,676,959	(22,631,959)	9,564,994
Depreciable assets:				
Buildings & improvements	20,632,475	22,631,959	-	43,264,434
Infrastructure	12,178,169	-	-	12,178,169
Equipment & vehicles	17,927,443	5,170,537	(639,377)	22,458,603
Total historical cost of assets:	125,819,948	43,479,455	(23,271,336)	146,028,067
Less accumulated depreciation for:				
Buildings & improvements	12,432,920	686,894	-	13,119,814
Infrastructure	2,507,910	71,367	-	2,579,277
Equipment & vehicles	12,880,270	1,993,319	(618,023)	14,255,566
Total accumulated depreciation:	27,821,100	2,751,580	(618,023)	29,954,657
Governmental activities capital assets, net:	<u>\$ 97,998,848</u>	<u>\$ 40,727,875</u>	<u>\$ (22,653,313)</u>	<u>\$ 116,073,410</u>

Depreciation expense was charged
to governmental functions as follows:

Administration	\$ 155,384
Police	2,322
Communications	422,863
Fire	1,118,627
Public works	330,318
Parks & recreation	614,472
Library	33,867
Community development	73,727
Total depreciation expense:	<u>\$ 2,751,580</u>

	Beginning Balance	Additions	Disposals & Reclassifications	Ending Balance
Business-type activities:				
Non depreciable assets:				
Land & improvements	\$ 502,236	\$ -	\$ -	\$ 502,236
Construction in progress	532,474	471,059	-	1,003,533
Depreciable assets:				
Buildings & improvements	32,824,417	-	-	32,824,417
Equipment	1,909,800	497,745	(6,565)	2,400,980
Vehicles	2,030,108	64,364	-	2,094,472
Distribution & collection systems	13,763,412	-	-	13,763,412
Total historical cost of assets:	51,562,447	1,033,168	(6,565)	52,589,050
Less accumulated depreciation for:				
Buildings & improvements	11,476,913	102,787	-	11,579,700
Equipment	1,492,796	228,038	(6,565)	1,714,269
Vehicles	1,490,709	137,057	-	1,627,766
Distribution & collection systems	11,481,884	1,429,943	-	12,911,827
Total accumulated depreciation:	25,942,302	1,897,825	(6,565)	27,833,562
Business-type activities capital assets, net:	<u>\$ 25,620,145</u>	<u>\$ (864,657)</u>	<u>\$ -</u>	<u>\$ 24,755,488</u>

NOTE 11 – THE BALDWIN COUNTY BRIDGE COMPANY PROJECT

On April 15, 2004, the City of Orange Beach (City) entered into the "Bridge Option, Easement and Annexation Agreement" with The Baldwin County Bridge Company, LLC (BCBC). BCBC owns and operates a toll bridge, toll facility and related roadways which span the Intracoastal Waterway within and near the current corporate limits of the City. BCBC has agreed to grant the City an option to purchase the Bridge, to grant the City an easement for the usage of the Bridge for certain limited purposes, to petition for annexation of the BCBC property into the City, to make a per vehicle payment to the City, to grant the City an option to purchase various parcels of real estate located adjacent to the Bridge, and to expand the Bridge under certain circumstances. The City has agreed to annex the BCBC property into the City, to execute certain access restrictions on the City Property, to become bound by an Access Management Plan, and to make ten annual installment advances to the BCBC in the amount of \$1,200,000 for a total of \$12,000,000. The first advance of \$1,200,000 was made on April 21, 2004 and the final advance was made in 2013.

The BCBC will repay the above amount monthly based on a Variable Traffic Fee formula as described in the following table:

Annual Car Count	Rate per Vehicle
0 - 2,000,000	\$ 0.10
2,000,001 - 3,000,000	0.21
3,000,001 - 4,000,000	0.36
4,000,000 +	0.46

Based on the above payments from the City and the above repayment schedule from BCBC, the BCBC shall never be obligated to pay Variable Traffic Fees in a cumulative amount to exceed \$12,000,000. If at any time during the term of the agreement, BCBC shall have paid Traffic Fees equal to the \$12,000,000, or if, prior to January 1, 2015, BCBC shall pay to the City an amount equal to the difference between the Traffic Fees paid to the City and \$12,000,000, then the payment obligations of the BCBC under the above mentioned agreement shall immediately terminate (the "Termination Event").

Upon the first to occur of (i) the Termination Event, or (ii) January 1, 2015 and continuing through December 31, 2033, the BCBC shall pay to the City Fixed Traffic Fees in the amount of \$0.30 per Vehicle Usage.

Real Estate Option:

The City shall be entitled to exercise an option to purchase land adjacent to the Bridge any time between January 1, 2015 and March 31, 2015 for \$1,000 provided, however, the Real Estate Option shall automatically terminate if the above mentioned Termination Event occurs prior to the commencement of the option period. This provision has been amended in the subsequent period by The Wharf Agreement.

On April 4, 2010, the City amended the Wharf Development Agreement. The new agreement stated that once the \$25,000,000 warrants have been issued to AIG Baker ("the Developer"), AIG Baker is required to set up an escrow in the amount of \$1,000,000. The escrow account will be funded by ½ of all tax revenues (defined as sales tax or lodging tax). In the event the City has not received Traffic fees of at least \$12,000,000 on or before December 31, 2013, the Escrow agent shall pay to the City from the Escrow Funds, an amount equal to the Bridge Security Amount. The Bridge Security amount means an amount equal to the lesser of the required escrow amount or the Traffic Fee Shortfall. If the Escrow Funds are sufficient to satisfy in full the Bridge Security Amount, any escrow remaining in the Escrow Account shall be disbursed to the Developer, and the escrow shall be terminated. If the escrow Funds are not sufficient to satisfy the Bridge Security amount in full, the Developer shall be liable for and shall pay any such deficiency amount upon the City's written demand, and the City shall additionally be entitled to withhold payments and setoff against future payments under the warrants such amounts necessary to eliminate such deficiency, such that the City is paid the entire Bridge Security Amount.

NOTE 11 – THE BALDWIN COUNTY BRIDGE COMPANY PROJECT (continued)

Bridge Option:

The City shall be entitled to exercise the option to purchase the Bridge at any time between January 1, 2033 and December 31, 2033 for the sum equal to ten (10) multiplied by the revenue produced by toll-charges paid for usage of the Bridge for the highest of the previous three (3) full calendar years preceding the date of the commencement of the option term. There are allowances for Force Majeure events. If the City declines the Bridge Option, the \$.30 fixed traffic fees will automatically be extended for an additional thirty years.

During 2007, The Baldwin County Bridge Company, LLC was sold to American Roads. For the year ended December 31, 2021, the City received payments from American Roads totaling \$1,621,431 for the twelve months the agreement was in effect, based on fixed fee of \$.30 per vehicle.

NOTE 12 – COMMITMENTS AND CONTINGENCIES

On July 12, 2004, the City of Orange Beach entered into a Development Agreement known as "The Wharf" with AIG Baker Development, LLC. The purpose of the agreement is to develop seven tracts of real property that Baker has under contract for long-term leasehold interests. The property will be developed conceptually in two distinct manners, the Commercial Development and the Public Land. During 2012, "The Wharf" was purchased by Wharf Retail Properties LLC.

The City will issue non-recourse limited-obligation warrant to AIG Baker in the amount of \$25,000,000 bearing an interest rate of 3.5%, or the rate at which AIG Baker is able to obtain for its construction financing, for the purchase of the Public Land. This amount will be amortized over 15 years and will be paid monthly. The funds to pay the warrant will be provided exclusively by ½ of all tax revenues (defined as sales tax or lodging tax) levied by the City on the businesses. AIG Baker will remit sales and lodging tax to the City. The developer will also make payments-in-lieu of taxes for the amounts that would have been assessed on the property. The commencement date of this transaction shall be the date upon which the Deed and the Assignment of Leasehold Interest are executed and delivered. The agreement was amended on April 10, 2010 requiring that AIG Baker to set up an escrow account to satisfy the Bridge Security Agreement. See note 12 for more information.

The City is exposed to various risks of losses related to torts; theft of, damage to and destruction of assets, errors and omissions; injuries to employees; and natural disasters. The City obtains coverage from municipal insurance companies and effectively manages risk through various employee education and prevention programs. The policy premiums are based on estimated annual payroll. The premiums are adjusted retrospectively based on actual annual payroll.

The City has received federal and state grants for specific purposes that are subject to review and audit by the grantor agencies. Such audits could lead to requests for reimbursements by the grantor agency for expenditures disallowed under the terms of the grant. The City is currently not under audit by any grantor agencies.

The City is party to various legal proceedings, which normally occur in the course of governmental operations. The financial statements do not include accrual or provisions for loss contingencies that may result from these proceedings.

NOTE 12 – COMMITMENTS AND CONTINGENCIES (continued)

Construction, engineering, and design contracts for material commitments at December 31, 2021 are as follows:

Contractor/Engineer	Project	Resolution Number	Contract Amount	Approximate Expenditures	Approximate Balance of Contract
			Including Change Orders	Incurred To Date	

PLACEHOLDER

NOTE 13 – HURRICANE SALLY

In September 2020, the City suffered major damage from Hurricane Sally and the President declared the area a Major Disaster. The City incurred \$12,239,934 in 2020 of expenses related to the cleanup efforts after the storm. Clean up efforts were still ongoing at December 31, 2021. In April 2021, the Federal Emergency Management Agency approved a Disaster Grant for partial reimbursement of expenses incurred. Per the provisions of the Office of Management and Budget's August 2020 Compliance Supplement (2 CFR Part 200, Appendix XI), expenses are not included on the Schedule of Federal Awards until the year in which the Disaster Grant is approved.

NOTE 14 – SUBSEQUENT EVENTS

Subsequent events were evaluated from January 1, 2022 through the financial statement issuance date, December 12, 2022.

REQUIRED SUPPLEMENTARY INFORMATION

THE CITY OF ORANGE BEACH, ALABAMA
GENERAL FUND

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SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED DECEMBER 31, 2021

	Budgeted Amounts		Actual Amounts	Variance With
	Original	Final	(Budgetary Basis)	Final Budget Over/(Under)
RESOURCES (INFLOWS)				
Property taxes	\$ 4,585,213	\$ 4,585,213	\$ 4,593,413	\$ 8,200
Intergovernmental:				
State tax	86,000	86,000	198,186	112,186
Local tax	33,420,000	33,420,000	53,057,655	19,637,655
Grants	6,604,002	6,604,002	6,416,081	(187,921)
BP proceeds	-	-	-	-
Personnel service reimbursement	120,000	120,000	185,759	65,759
Other licenses, permits and fees	4,501,000	4,501,000	5,182,603	681,603
Fines and forfeitures	511,000	511,000	436,150	(74,850)
Charges for services	585,000	585,000	1,604,985	1,019,985
Rent	150,000	150,000	171,139	21,139
Investment earnings	450,000	450,000	137,917	(312,083)
Insurance proceeds	-	-	768,144	768,144
Contracts	859,000	859,000	2,298,679	1,439,679
Miscellaneous	292,900	292,900	499,559	206,659
AMOUNTS AVAILABLE FOR APPROPRIATION	<u>52,164,115</u>	<u>52,164,115</u>	<u>75,550,270</u>	<u>23,386,155</u>
CHARGES TO APPROPRIATIONS (OUTFLOWS)				
General government	9,105,141	9,105,141	10,293,841	1,188,700
Coastal resources	2,364,597	2,364,597	2,369,619	5,022
Court	594,160	594,160	494,225	(99,935)
Finance	1,009,530	1,009,530	1,062,053	52,523
Police	7,070,791	7,070,791	6,954,845	(115,946)
Corrections	888,351	888,351	769,979	(118,372)
Community development	1,614,045	1,614,045	1,523,572	(90,473)
Communications	732,267	732,267	603,636	(128,631)
Fire	7,513,790	7,513,790	8,043,878	530,088
Public works	3,289,350	3,289,350	3,160,982	(128,368)
Landscape	2,017,750	2,017,750	1,829,324	(188,426)
Parks and recreation	1,606,100	1,606,100	1,525,262	(80,838)
Recreation center	1,145,975	1,145,975	954,819	(191,156)
Expect Excellence	2,115,041	2,115,041	2,036,454	(78,587)
Capital improvements	23,834,669	23,834,669	27,720,171	3,885,502
TOTAL CHARGES TO APPROPRIATIONS	<u>64,901,557</u>	<u>64,901,557</u>	<u>69,342,660</u>	<u>4,441,103</u>
EXCESS OF AMOUNTS AVAILABLE FOR OVER CHARGES TO APPROPRIATIONS	<u>(12,737,442)</u>	<u>(12,737,442)</u>	<u>6,207,610</u>	<u>18,945,052</u>
OTHER FINANCING SOURCES (USES)				
Proceeds from disposal of assets	50,000	50,000	242,818	192,818
Proceeds from debt issue	-	-	50,433,145	50,433,145
Cost of debt issue	-	-	(433,145)	(433,145)
Transfers in	1,362,000	1,362,000	2,944,097	1,582,097
Transfers out	(2,770,732)	(2,770,732)	(4,172,992)	(1,402,260)
TOTAL OTHER FINANCING (USES)	<u>(1,358,732)</u>	<u>(1,358,732)</u>	<u>49,013,923</u>	<u>50,372,655</u>
STATUTORY REVENUE REDUCTION	<u>(5,307,236)</u>	<u>(5,307,236)</u>	<u>-</u>	<u>5,307,236</u>
EXCESS (DEFICIENCY) OF RESOURCES OVER CHARGES TO APPROPRIATIONS	<u>(19,403,410)</u>	<u>(19,403,410)</u>	<u>55,221,533</u>	<u>74,624,943</u>
FUND BALANCES - BEGINNING	<u>54,092,790</u>	<u>54,092,790</u>	<u>54,092,790</u>	<u>-</u>
FUND BALANCES - ENDING	<u>\$34,689,380</u>	<u>\$34,689,380</u>	<u>\$ 109,314,323</u>	<u>\$ 74,624,943</u>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
SEWER FUND

DRAFT

SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION - BUDGET AND ACTUAL
FOR THE YEAR ENDED DECEMBER 31, 2021

	Original	Final	Actual Amounts (Budgetary Basis)	Variance With Final Budget Over/(Under)
OPERATING REVENUES				
Charges for services	\$ 6,900,000	\$ 6,900,000	\$ 7,386,965	\$ 486,965
Miscellaneous income	5,000	5,000	2,580	(2,420)
TOTAL OPERATING REVENUES	<u>6,905,000</u>	<u>6,905,000</u>	<u>7,389,545</u>	<u>484,545</u>
OPERATING EXPENSES				
Salaries, wages and employee benefits	1,872,500	1,872,500	2,094,597	222,097
Contractual services	300,000	300,000	224,809	(75,191)
Utilities	986,000	986,000	1,073,616	87,616
Repairs and maintenance	330,000	330,000	337,408	7,408
Other supplies and expenses	409,000	409,000	373,143	(35,857)
Bad debt expense	-	-	6,474	6,474
Bond premium amortization	-	-	125,913	125,913
Depreciation	-	-	1,626,308	1,626,308
TOTAL OPERATING EXPENSES	<u>3,897,500</u>	<u>3,897,500</u>	<u>5,862,268</u>	<u>1,964,768</u>
OPERATING INCOME (LOSS)	<u>3,007,500</u>	<u>3,007,500</u>	<u>1,527,277</u>	<u>(1,480,223)</u>
NON-OPERATING REVENUES (EXPENSES)				
Interest income	100,000	100,000	83,600	(16,400)
Interest expense	(710,213)	(710,213)	(860,827)	(150,615)
2012 GO Warrant debt service transfers from escrow	-	-	603,588	603,588
TOTAL NON-OPERATING REVENUES (EXPENSES)	<u>(610,213)</u>	<u>(610,213)</u>	<u>(173,639)</u>	<u>436,574</u>
INCOME (LOSS) BEFORE TRANSFERS	<u>2,397,288</u>	<u>2,397,288</u>	<u>1,353,638</u>	<u>(1,043,650)</u>
TRANSFERS IN (OUT)	<u>(820,000)</u>	<u>(820,000)</u>	<u>(820,000)</u>	<u>-</u>
CHANGE IN NET POSITION	<u>1,577,288</u>	<u>1,577,288</u>	<u>533,638</u>	<u>(1,043,650)</u>
NET POSITION - BEGINNING	<u>15,711,856</u>	<u>15,711,856</u>	<u>15,711,856</u>	<u>-</u>
NET POSITION - ENDING	<u>\$17,289,144</u>	<u>\$17,289,144</u>	<u>\$ 16,245,494</u>	<u>\$ (1,043,650)</u>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
SCHEDULE OF EMPLOYER CONTRIBUTIONS TO THE RETIREMENT SYSTEMS OF ALABAMA
FOR THE YEAR ENDED DECEMBER 31, 2021

DRAFT

	2021	2020	2019	2018	2017	2016	2015
Actuarially determined contributions	\$ 1,084,916	\$ 1,007,589	\$ 912,787	\$ 860,452	\$ 746,774	\$ 850,584	\$ 800,331
Contributions in relation to the actuarially determined contribution	<u>1,084,916</u>	<u>1,007,589</u>	<u>912,787</u>	<u>860,452</u>	<u>746,774</u>	<u>850,584</u>	<u>800,331</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll	20,401,716	19,671,177	17,379,983	15,958,994	14,999,922	14,393,677	13,508,477
Contributions as a percentage of covered payroll	5.32%	5.12%	5.25%	5.39%	4.98%	5.91%	5.92%

Notes to Schedule

Actuarially determined contribution rates are calculated as of September 30, three years prior to the end of the fiscal year in which contributions are reported. Contributions for fiscal year 2020 were based on the September 30, 2017 actuarial valuation.

Methods and assumptions used to determine contribution rates for the period January 1, 2021 to September 30, 2021:

Actuarial cost method	Entry age
Amortization method	Level percent closed
Remaining amortization period	15 years
Asset valuation method	Five year smoothed market
Inflation	2.75%
Salary increases	3.25% - 5.0% including inflation
Investment rate of return	7.70%, net of pension plan investment expense, including inflation

Methods and assumptions used to determine contribution rates for the period October 1, 2021 to December 31, 2021:

Actuarial cost method	Entry age
Amortization method	Level percent closed
Remaining amortization period	14 years
Asset valuation method	Five year smoothed market
Inflation	2.75%
Salary increases	3.25% - 5.0% including inflation
Investment rate of return	7.70%, net of pension plan investment expense, including inflation

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY
FOR THE YEAR ENDED DECEMBER 31, 2021

DRAFT

	2021	2020	2019	2018	2017	2016	2015	2014
Total pension liability								
Service cost	\$ 1,786,762	\$ 1,469,240	\$ 1,425,842	\$ 1,317,681	\$ 1,245,314	\$ 1,213,069	\$ 1,168,947	\$ 1,090,244
Interest	3,710,888	3,418,855	3,155,678	2,877,895	2,676,913	2,401,553	2,113,138	1,915,434
Changes of benefit terms	-	1,243,089	-	-	-	-	-	-
Difference between expected and actual experience	1,077,245	(291,520)	130,650	518,534	(503,971)	23,081	920,209	-
Changes of assumptions	2,537,576	-	-	258,582	-	1,601,749	-	-
Benefit payments, including refunds of employee contributions	(1,717,068)	(1,343,369)	(1,337,845)	(1,160,003)	(853,462)	(641,884)	(552,344)	(516,402)
Transfers among employers	239,995	(516,798)	46,310	124,934	181,799	29,622	-	-
Net change in total pension liability	7,635,398	3,979,497	3,420,635	3,937,623	2,746,593	4,627,190	3,649,950	2,489,276
Total pension liability - beginning	49,051,891	45,072,394	41,651,759	37,714,136	34,967,543	30,340,353	26,690,403	24,201,127
Total pension liability - ending (a)	<u>\$56,687,289</u>	<u>\$49,051,891</u>	<u>\$45,072,394</u>	<u>\$41,651,759</u>	<u>\$37,714,136</u>	<u>\$34,967,543</u>	<u>\$30,340,353</u>	<u>\$26,690,403</u>
Plan fiduciary net position								
Contributions - employer	\$ 1,089,725	\$ 921,337	\$ 849,129	\$ 786,837	\$ 804,848	\$ 806,700	\$ 801,525	\$ 782,020
Contributions - member	1,341,292	1,141,547	1,011,541	1,013,613	862,030	773,424	728,225	703,936
Net investment income	9,572,104	2,298,731	997,451	3,233,903	3,866,396	2,700,298	297,551	2,552,678
Benefit payments, including refunds of employee contributions	(1,717,068)	(1,343,369)	(1,337,845)	(1,160,003)	(853,462)	(641,884)	(552,344)	(516,402)
Transfers among employers	239,995	(516,798)	46,310	124,934	181,799	29,622	327,982	231,356
Net change in plan fiduciary net position	10,526,048	2,501,448	1,566,586	3,999,284	4,861,611	3,668,160	1,602,939	3,753,588
Plan net position - beginning	42,627,885	40,126,437	38,559,851	34,560,567	29,698,956	26,030,796	24,427,857	20,674,269
Plan net position - ending (b)	<u>\$53,153,933</u>	<u>\$42,627,885</u>	<u>\$40,126,437</u>	<u>\$38,559,851</u>	<u>\$34,560,567</u>	<u>\$29,698,956</u>	<u>\$26,030,796</u>	<u>\$24,427,857</u>
Net pension liability - ending (a) - (b)	<u>\$ 3,533,356</u>	<u>\$ 6,424,006</u>	<u>\$ 4,945,957</u>	<u>\$ 3,091,908</u>	<u>\$ 3,153,569</u>	<u>\$ 5,268,587</u>	<u>\$ 4,309,557</u>	<u>\$ 2,262,546</u>
Plan fiduciary net position as a percentage of the total pension liability	93.77%	86.90%	89.03%	92.58%	91.64%	84.93%	85.80%	91.52%
Covered payroll	20,401,716	19,671,177	17,379,983	15,958,994	14,999,922	14,393,677	13,508,477	13,175,276
Net pension liability as a percentage of covered payroll	17.32%	32.66%	28.46%	19.37%	21.02%	36.60%	31.90%	17.17%

The accompanying notes are an integral part of the financial statements.

OTHER SUPPLEMENTARY INFORMATION

THE CITY OF ORANGE BEACH, ALABAMA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
DECEMBER 31, 2021

DRAFT

	Special Revenues	Debt Service	Library	Total Nonmajor Governmental Funds
ASSETS				
Cash and cash equivalents	\$ -	\$ -	\$ 323,609	\$ 323,609
Restricted cash and cash equivalents	472,435	2,241,034	-	2,713,469
Accounts receivable - net	105,873	-	-	105,873
TOTAL ASSETS	<u>\$ 578,308</u>	<u>\$ 2,241,034</u>	<u>\$ 323,609</u>	<u>\$ 3,142,951</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Due to other funds	26,368	131,530	3,360	161,258
Accrued expenses	-	-	15,419	15,419
Total liabilities	<u>26,368</u>	<u>131,530</u>	<u>18,779</u>	<u>176,677</u>
Fund balances:				
Nonspendable	-	-	-	-
Spendable:				
Restricted	551,940	2,109,504	-	2,661,444
Committed	-	-	-	-
Assigned	-	-	304,830	304,830
Unassigned	-	-	-	-
Total fund balances	<u>551,940</u>	<u>2,109,504</u>	<u>304,830</u>	<u>2,966,274</u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	<u>\$ 578,308</u>	<u>\$ 2,241,034</u>	<u>\$ 323,609</u>	<u>\$ 3,142,951</u>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2021

DRAFT

	Special Revenues	Debt Service	Library	Total Governmental Funds
REVENUES				
Intergovernmental:				
State tax	\$ 552,032	-	\$ -	\$ 552,032
Grants	-	-	7,028	7,028
Other licenses, permits and fees	2,828	-	-	2,828
Fines and forfeitures	37,687	-	-	37,687
Investment earnings	282	10,264	2,986	13,532
Miscellaneous	187,614	-	9,977	197,591
TOTAL REVENUES	<u>780,443</u>	<u>10,264</u>	<u>19,991</u>	<u>810,698</u>
EXPENDITURES				
Library	-	-	660,329	660,329
Securities lending:				
Fiscal agent fees	-	1,632	-	1,632
Debt service:				
Principal payments	-	2,195,271	-	2,195,271
Interest and other	-	41,425	-	41,425
TOTAL EXPENDITURES	<u>-</u>	<u>2,238,328</u>	<u>660,329</u>	<u>2,898,657</u>
Excess (deficiency) of revenues over expenditures	<u>780,443</u>	<u>(2,228,064)</u>	<u>(640,338)</u>	<u>(2,087,959)</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	-	3,513,415	659,577	4,172,992
Transfers out	(605,776)	-	-	(605,776)
TOTAL OTHER FINANCING SOURCES (USES)	<u>(605,776)</u>	<u>3,513,415</u>	<u>659,577</u>	<u>3,567,216</u>
NET CHANGE IN FUND BALANCES	174,667	1,285,351	19,239	1,479,257
FUND BALANCES - BEGINNING	<u>377,273</u>	<u>824,153</u>	<u>285,591</u>	<u>1,487,017</u>
FUND BALANCES - ENDING	<u>\$ 551,940</u>	<u>\$ 2,109,504</u>	<u>\$ 304,830</u>	<u>\$ 2,966,274</u>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
STATEMENT OF NET POSITION
NONMAJOR PROPRIETARY FUNDS
DECEMBER 31, 2021

DRAFT

	Events Center	Refuse	BCBC	Arts Center	Total Nonmajor Proprietary Funds
ASSETS					
Current assets					
Cash and cash equivalents	\$ -	\$ -	\$ -	\$ 97,710	\$ 97,710
Accounts receivable - net	-	25,426	-	-	25,426
Due from other funds	-	1,287	-	-	1,287
Total current assets	<u>\$ -</u>	<u>\$ 26,713</u>	<u>\$ -</u>	<u>\$ 97,710</u>	<u>\$ 124,423</u>
Noncurrent assets					
Capital assets:					
Land	158,648	-	-	-	158,648
Buildings	1,667,975	-	-	2,152,541	3,820,516
Vehicles and equipment	76,104	1,471,386	-	81,630	1,629,120
Less: Accumulated depreciation	<u>(656,341)</u>	<u>(1,067,669)</u>	<u>-</u>	<u>(290,367)</u>	<u>(2,014,377)</u>
Total noncurrent assets	<u>1,246,386</u>	<u>403,717</u>	<u>-</u>	<u>1,943,804</u>	<u>3,593,907</u>
TOTAL ASSETS	<u>1,246,386</u>	<u>430,430</u>	<u>-</u>	<u>2,041,514</u>	<u>3,718,330</u>
LIABILITIES					
Current liabilities					
Accounts payable	66	7,823	-	15,237	23,126
Due to other funds	1,742,665	2,014,972	-	1,185,441	4,943,078
Accrued expenses	6,197	10,087	-	10,250	26,534
Accrued compensated absences	<u>9,375</u>	<u>14,733</u>	<u>-</u>	<u>7,350</u>	<u>31,458</u>
Total current liabilities	<u>1,758,303</u>	<u>2,047,615</u>	<u>-</u>	<u>1,218,278</u>	<u>5,024,196</u>
Noncurrent liabilities					
Accrued compensated absences	<u>3,786</u>	<u>3,473</u>	<u>-</u>	<u>573</u>	<u>7,832</u>
TOTAL LIABILITIES	<u>1,762,089</u>	<u>2,051,088</u>	<u>-</u>	<u>1,218,851</u>	<u>5,032,028</u>
NET POSITION					
Invested in capital assets, net of related debt	1,246,386	403,717	-	1,943,804	3,593,907
Unrestricted	<u>(1,762,089)</u>	<u>(2,024,375)</u>	<u>-</u>	<u>(1,121,141)</u>	<u>(4,907,605)</u>
TOTAL NET POSITION	<u>\$ (515,703)</u>	<u>\$ (1,620,658)</u>	<u>\$ -</u>	<u>\$ 822,663</u>	<u>\$ (1,313,698)</u>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
NONMAJOR PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2021

DRAFT

	Events Center	Refuse	BCBC	Arts Center	Total Nonmajor Proprietary Funds
OPERATING REVENUES					
Charges for services	\$ 106,196	\$ 2,731,546	\$ 1,621,431	\$ 340,941	\$ 4,800,114
Miscellaneous income	-	14,611	-	16,395	31,006
Merchandise sales	-	-	-	284,525	284,525
TOTAL OPERATING REVENUES	<u>106,196</u>	<u>2,746,157</u>	<u>1,621,431</u>	<u>641,861</u>	<u>5,115,645</u>
COST OF GOODS SOLD	<u>-</u>	<u>-</u>	<u>-</u>	<u>166,476</u>	<u>166,476</u>
GROSS PROFIT	<u>106,196</u>	<u>2,746,157</u>	<u>1,621,431</u>	<u>475,385</u>	<u>4,949,169</u>
OPERATING EXPENSES					
Salaries, wages and employee benefits	336,503	537,272	-	519,688	1,393,463
Contractual services	1,540	2,377,571	-	50,352	2,429,463
Utilities	68,370	7,052	-	47,390	122,812
Repairs and maintenance	64,197	99,923	-	61,691	225,811
Other supplies and expenses	37,956	106,770	-	71,391	216,117
Depreciation	60,330	141,609	-	69,576	271,515
TOTAL OPERATING EXPENSES	<u>568,896</u>	<u>3,270,197</u>	<u>-</u>	<u>820,088</u>	<u>4,659,181</u>
OPERATING INCOME (LOSS)	<u>(462,700)</u>	<u>(524,040)</u>	<u>1,621,431</u>	<u>(344,703)</u>	<u>289,988</u>
NON-OPERATING REVENUES (EXPENSES)					
Interest income	<u>-</u>	<u>-</u>	<u>-</u>	<u>33</u>	<u>33</u>
TOTAL NON-OPERATING REVENUES (EXPENSES)	<u>-</u>	<u>-</u>	<u>-</u>	<u>33</u>	<u>33</u>
INCOME (LOSS) BEFORE TRANSFERS	<u>(462,700)</u>	<u>(524,040)</u>	<u>1,621,431</u>	<u>(344,670)</u>	<u>290,021</u>
TRANSFERS IN (OUT)	<u>-</u>	<u>-</u>	<u>(1,518,321)</u>	<u>-</u>	<u>(1,518,321)</u>
CHANGE IN NET POSITION	<u>(462,700)</u>	<u>(524,040)</u>	<u>103,110</u>	<u>(344,670)</u>	<u>(1,228,300)</u>
NET POSITION - BEGINNING	<u>(53,003)</u>	<u>(1,096,618)</u>	<u>(103,110)</u>	<u>1,167,333</u>	<u>(85,398)</u>
NET POSITION - ENDING	<u>\$ (515,703)</u>	<u>\$ (1,620,658)</u>	<u>\$ -</u>	<u>\$ 822,663</u>	<u>\$ (1,313,698)</u>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
STATEMENT OF CASH FLOWS
NONMAJOR PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2021

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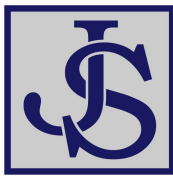
	Events Center	Refuse	BCBC	Arts Center	Total Nonmajor Proprietary Funds
CASH FLOWS FROM					
OPERATING ACTIVITIES					
Receipts from customers	\$ 106,196	\$ 2,747,444	\$ 1,621,431	\$ 641,861	\$ 5,116,932
Payments to employees for services	(347,813)	(552,108)	-	(534,444)	(1,434,365)
Payments to suppliers of goods & services	(174,790)	(2,600,893)	-	(402,956)	(3,178,639)
Payments from (to) other funds	416,407	405,557	(103,110)	330,290	1,049,144
NET CASH PROVIDED (USED)					
BY OPERATING ACTIVITIES	-	-	1,518,321	34,751	1,553,072
CASH FLOWS FROM CAPITAL AND					
RELATED FINANCING ACTIVITIES					
Interest income	-	-	-	35	35
Increase in restricted cash	-	-	-	-	-
Principal repayments for capital purposes	-	-	-	-	-
Interest paid on capital debt	-	-	-	-	-
Acquisition of property and equipment	-	-	-	-	-
NET CASH (USED) BY CAPITAL AND					
RELATED FINANCING ACTIVITIES	-	-	-	35	35
NET (DECREASE) IN CASH	-	-	-	34,786	34,786
CASH & EQUIVALENTS AT BEGINNING OF YEAR	-	-	-	62,924	62,924
CASH & EQUIVALENTS AT END OF YEAR	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 97,710</u>	<u>\$ 97,710</u>
 Operating income (loss)	<u>\$ (462,700)</u>	<u>\$ (524,040)</u>	<u>\$ 1,621,431</u>	<u>\$ (344,703)</u>	<u>\$ 289,988</u>
Adjustments to reconcile operating income to net cash provided (used) by operating activities					
Depreciation	60,330	141,609	-	69,576	271,515
(Increase) decrease in:					
Accounts receivable	-	1,289	-	-	1,289
Due to other funds	416,407	405,557	(103,110)	330,290	1,049,144
Increase (decrease) in:					
Accounts payable	(2,727)	(9,579)	-	(5,656)	(17,962)
Accrued payroll	(11,310)	(14,836)	-	(14,756)	(40,902)
Total adjustments	462,700	524,040	(103,110)	379,454	1,263,084
Net cash provided (used) by operating activities	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,518,321</u>	<u>\$ 34,751</u>	<u>\$ 1,553,072</u>

Supplemental Disclosures

Noncash Investing and Financing Activities: NONE

The accompanying notes are an integral part of the financial statements.

COMPLIANCE AND INTERNAL CONTROL SECTION



Jackson & Smith
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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and Members of the City Council
City of Orange Beach, Alabama

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Orange Beach, Alabama, as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise the City of Orange Beach, Alabama's basic financial statements and have issued our report thereon dated December 12, 2022.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Orange Beach, Alabama's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Orange Beach, Alabama's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Orange Beach, Alabama's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. PLACEHOLDER PLACEHOLDER PLACEHOLDER.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Orange Beach, Alabama's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City of Orange Beach, Alabama's Response to Findings

City of Orange Beach, Alabama's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. City of Orange Beach, Alabama's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in blue ink that reads "Jackson & Smith". The signature is written in a cursive, flowing style.

Jackson & Smith CPA Group, PC
Orange Beach, Alabama
December 12, 2022

ORDINANCE NO. 2023-xxxx

**AN ORDINANCE FURTHER AMENDING ORDINANCE NO. 172,
CITY OF ORANGE BEACH ZONING ORDINANCE,
ROMAR BEACH HOTEL PLANNED UNIT DEVELOPMENT
PRELIMINARY AND FINAL PUD APPROVAL
(#1203-PUD-22)**

FINDINGS:

1. The following proposed amendment to the City of Orange Beach Zoning Ordinance has been heard and considered by the Orange Beach Planning Commission in Public Session after the required public advertisement period.
2. The City Council of the City of Orange has held the required Public Hearing after the required public advertisement period concerning the proposed amendment.

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

1. That the Zoning Ordinance of the City of Orange Beach as previously amended is hereby further amended for the property described for the purpose of converting the existing building into a hotel;
2. That the zoning classification is hereby rezoned from RM-2 (Multi-Family Residential High Density) to PUD (Planned Unit Development) for the property legally described as follows:

156'(S) X 785'(S) BEG AT SW COR LOT 15 OF D M RUSSELL SUBD, RUN
N 785'(S) 767'(D) TO S MARG COTTON BAYOU, TH SW'LY ALG M ARG
160'(S) 130'(D) TO W SEC 9 LINE, TH S 420', TH E 82.7', TH S 262.7' TO N
R/W LN OF HWY 182, TH NE 15.5' TO POB IN CI TY OF ORANGE BEACH
SEC 9-T9S-R5E (WD)

*Tax Parcel ID #05-66-06-13-3-001-104.000, PPIN #003292
23370 Perdido Beach Boulevard*

3. That the Zoning ordinance of the City of Orange Beach as previously amended is hereby further amended to approve the preliminary and final PUD for Romar Beach Hotel pursuant to application #1203-PUD-22 on file with the Department of Community Development;
4. That approval of this PUD is contingent upon the conditions recommended by staff as follows:
 - a. That approval includes the following deviations to the zoning ordinance:
 - (1) Section 4.03, Minimum Setbacks: Eliminating the required landscape area of 5 feet on the east side between the east driveway and east lot line to accommodate the increase in the width of the east driveway to 26 feet; and
 - (2) Section 4.05, Buffering Between Uses: Allowing the new construction areas on the third, fourth, fifth, and rooftop levels to have a setback of 20 feet instead of 30 feet from the west side lot line to match the setback of the existing building.
 - b. Coastal Permits will be required for the project.
5. That all ordinances or parts of ordinances in conflict are, to the extent of such conflict, repealed; and
6. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 7th DAY OF FEBRUARY, 2023.

Renee Eberly
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies
that the foregoing **ORDINANCE 2023-xxxx**
was posted on _____ in the following three
(3) public places:

Orange Beach City Hall _____

Orange Beach Post Office _____

Orange Beach Public Library _____

Renee Eberly, City Clerk

ORDINANCE NO. 2023-xxxx

**AN ORDINANCE FURTHER AMENDING ORDINANCE NO. 172,
CITY OF ORANGE BEACH ZONING ORDINANCE,
SECTIONS 15.0702 AND 15.0902,
TEMPORARY RESIDENTIAL REAL ESTATE SIGNS
(#1207-ZT-22)**

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

1. That Section 15.0702, entitled “Signs Exempt from Permit Requirements,” of the Orange Beach Zoning Ordinance is hereby amended to read as follows:

15.0702 Signs Exempt from Permit Requirements

A permit is not required for the following types of signs, after proper notification is made to the sign administrator:

- a. An official sign or notice issued by any court, public agency, or office.
 - b. A traffic directional, warning, or information sign authorized by any public agency.
 - c. A private street or road name sign or a traffic directional sign, which does not exceed two (2) square feet per sign face.
 - d. Any one (1) square foot sign for each three hundred (300) feet of frontage on a tract of land, except for campaign signs.
 - e. Any two (2), one (1) square foot signs per residential lot.
 - f. Residential real estate signs referenced in Section 15.0992, b., 1. These signs are independent of any other sign and are not allowed in conjunction with any other real estate sign requiring a permit, nor is the sign area cumulative with any other signs that may or may not require a permit.
 - g. Temporary signs advertising the sale of property referenced in Section 15.0902, a., and b., 1. These signs are independent of any other sign and are not allowed in conjunction with any other real estate sign requiring a permit, nor is the area cumulative with any other sign that may or may not require a permit.
 - h. An ingress/egress sign which does not exceed three (3) square feet per sign face.
 - i. Signs that are an integral part of vending machines or such other machines or portable holding facility for goods and/or services located on an already licensed premises, whether illuminated or not.
 - j. Lots with single-family dwellings and duplexes may have one (1), four (4) square foot campaign sign per candidate per side of right-of-way frontage. The sign may be double-faced.
 - k. Commercially zoned lots may have one (1), four (4) square foot campaign sign per candidate for each three hundred (300) feet of frontage on a public right-of-way. The sign may be double-faced.
2. That Section 15.0902, entitled “Temporary Signs and Standards,” of the Orange Beach Zoning Ordinance is hereby amended to read as follows:

a. Types

The following types of signs are classified as “temporary signs”:

1. Special event signs.
2. *Grand Opening* and *Going Out of Business* signs of business and services.
3. Signs for work under construction.
4. Land subdivision or development signs.
5. Signs advertising the sale of lease of property upon which they are located.
6. Banners, pennants, balloons, flags, portable signs and inflatable signs.
7. Window signs not permanently affixed to a window or door that are intended to be displayed for a limited period of time.

b. Area, Height, Location:

1. Area: The total area of temporary signs, not including residential real estate signs, shall not exceed sixty-four (64) square feet total and thirty-two (32) square feet per sign face.

For residential real estate signs on lots that are single-family residentially zoned or have single-family or duplex dwellings or are located in single-family or duplex planned unit developments, the total area of a residential real estate sign on a lot that has road frontage equal to or less than two hundred (200) feet shall not exceed eight (8) square feet total and four (4) square feet per sign face; the total area of a residential real estate sign on a lot that has road frontage more than two hundred (200) feet but equal to or less than four hundred (400) feet shall not exceed thirty-two (32) square feet total and sixteen (16) square feet per sign face; and the total area of a residential real estate sign on a lot that has road frontage more than four hundred (400) feet shall not exceed sixty-four (64) feet total and thirty-two (32) square feet per sign face. For new subdivisions containing single-family and duplex dwellings, a residential real estate sign not exceeding forty-eight (48) square feet total and twenty-four (24) square feet per sign face will be allowed in the common area near the entrance into the subdivision to advertise the lots for sale within the subdivision.

Real estate signs shall be allowed for each road frontage on corner lots and through lots, and the total sign area shall be determined by the corresponding road frontage upon which the sign is placed.

Real estate signs shall comply with Section 15.0702, f. or g. as applicable or this Section. Real estate sign area is not cumulative; in no situation shall more real estate sign area than that allowed independently either in this Section or Section 15.0702 f. or g. be permissible on any lot.

2. Height: The maximum height of temporary signs shall not exceed eight (8) feet, while the lower edge shall not exceed four (4) feet in height from the average grade.
3. Location:
 - (a) No temporary sign shall be located so as to obstruct or impair drivers' vision at business ingress/egress points and at intersections.
 - (b) Except for real estate signs which conform to the provisions of this article, no temporary sign shall be located nearer than one hundred (100) feet to any church, cemetery, public building, historic site or district, or the intersection of two or more public streets or highways.
 - (c) Except for real estate signs which conform to the provisions of this article, temporary signs are not to be located any closer than one hundred (100) feet from any other sign on the same premises.
4. The sign administrator will determine the appropriate area, height and location of banners,

- balloons, flags, portable signs and inflatable signs.
- c. Time Limits:
1. Special event signs may be erected no sooner than fourteen (14) days preceding a special event and shall be removed within forty-eight (48) hours following the special event. The same event shall not be advertised more frequently than four (4) times per year.
 2. *Grand Opening* and *Going Out of Business* signs may be erected for a period not to exceed thirty (30) days and no more than one (1) occurrence per year.
 3. Project signs for work under construction may be erected upon the issuance of a final development permit on the construction site during the construction and shall be removed within seven (7) days following the issuance of the Certificate of Occupancy.
 4. Temporary signs announcing the subdivision of land may be erected on the land being developed and shall be removed when one hundred percent (100%) of the development lots are conveyed, or for a term not to exceed one (1) year, whichever comes first. An extension may be permitted by the Administrator.
 5. Signs advertising the sale or lease of property shall be removed at the completion of the transaction advertised.
 6. Banners, pennants, balloons, flags, portable signs and inflatable signs may be permitted for a maximum of seven (7) days by the Sign Administrator. A time limit beyond seven (7) days requires the approval of the City Council.
 7. Schools and non-profit organizations may be permitted not more than five (5) temporary signs or banners for duration of no longer than seven (7) days upon notification of the sign administrator. Signs or banners must be removed within twenty-four (24) hours of the end of the event.
 8. Temporary window signs may be permitted for a maximum of fourteen (14) days by the Sign Administrator.
- d. Permits: Unless specifically exempted pursuant to Sections 15.0702 and 15.0703, a temporary sign is subject to the permit requirement of Section 15.0701.
3. All ordinances or parts of ordinances in conflict are to the extent of such conflict repealed.
4. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 7th DAY OF FEBRUARY, 2023.

Renee Eberly
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies
that the foregoing ORDINANCE 2023-xxxx
was posted on _____ in the following three
(3) public places:
Orange Beach City Hall _____
Orange Beach Post Office _____
Orange Beach Public Library _____

Renee Eberly, City Clerk



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230207160206595



Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I State: County:
Type License: State: County:
Trade Name: **SANBAR** Filing Fee:
Applicant: **SANBAR LLC** Transfer Fee: \$50.00
Location Address: 4851 WHARF PKWY STE D132 ORANGE BEACH, AL 36561
Mailing Address: PO BOX 180 ORANGE BEACH, AL 36561
County: BALDWIN Tobacco sales: NO Tobacco Vending Machines:
Product Type: Type Ownership: LLC
Book, Page, or Document info: 1809721
Do you sell Draft Beer?:
Date Incorporated: 2/5/2020 State incorporated: AL County Incorporated:
Date of Authority:
Federal Tax ID: 81-4663794 Alabama State Sales Tax ID: 000000

Name:	Title:	Date and Place of Birth:	Residence Address:
JERRY MCCUTCHEN JR 7314171 - AL	MEMBER	5/11/1986 ALABAMA	23964 COTTAGE LOOP ORANGE BEACH, AL 36561
DAVID BUSTER 7528387 - AL	MEMBER	9/23/1987 MISSISSIPPI	3661 ANCIENT OAKS CIRCLE GULF SHORES, AL 36542

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: DAVID BUSTER
Business Phone: 251-509-5581
Fax:

Home Phone: 251-509-5581
Cell Phone:
E-mail: DAVID@BEACHINEATS.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: SANBAR
Applicant: SANBAR LLC

Previous License Number(s)
License 1: 010874902
License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230207160206595



If applicant is leasing the property, is a copy of the lease agreement attached? **YES**

Name of Property owner/lessor and phone number: **WHARF RETAIL PROPERTIES LLC 251-224-1000**

What is lessors primary business? **RETAIL AND REAL ESTATE**

Is lessor involved in any way with the alcoholic beverage business? **NO**

Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**

Is the business used to habitually and principally provide food to the public? **NO**

Does the establishment have restroom facilities? **YES**

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**

Building Dimensions Square Footage: **4489** Display Square Footage:

Building seating capacity: **80** Does Licensed premises include a patio area? **YES**

License Structure: **SHOPPING CENTER** License covers: **PORTION OF**

Number of licenses in the vicinity: Nearest:

Nearest school: Nearest church: Nearest residence: **1 blocks**

Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name: Violation & Date: Arresting Agency: Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20230207160206595



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:

SANBAR LLC

Address: 27267 PERDIDO BEACH BLVD UNIT F
ORANGE BEACH, AL 36561

Telephone: 251-509-5581

NEW APPLICANT:

SANBAR LLC

Address: PO BOX 180
ORANGE BEACH, AL 36561

Telephone: 251-509-5581

Current License No: 010874902

LICENSED PREMISES ADDRESS: 4851 WHARF PKWY STE D132 ORANGE BEACH, AL 36561

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 7 day of February, 20 23.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

David A. Buster

Print Name: David Buster

Title: Sanbar LLC, mbr

David A. Buster

Print Name: David Buster

Title: Sanbar LLC, mbr

WITNESS: (By ABC Enforcement) _____

Revised 9/08

Rosemarie Moore
Rosemarie Moore

my commission expires 11/9/2025



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230207160206595



Initial each

DAB
DAB

In reference to law violations, I attest to the truthfulness of the responses given within the application.

DAB

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

DAB

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

XX

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

XX

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

DAB

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

DAB

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

DAB

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

DAB

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): **David Buster**

Signature of Applicant: **David A. Buster**

Notary Name (print): **Rosemarie Moore**

Notary Signature: **Rosemarie Moore**

Commission expires: **11/9/2025**

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: **20230207160206595**

Application Payment Confirmation Number: 61330985

Payment Summary	
Payment Item	Fee
Transfer Fee for License 010	\$50.00
Total Amount to be Charged	\$50.00

Application Type

Application Type: TRANSFER

Applicant Information

License Type 1: 010 - LOUNGE RETAIL LIQUOR - CLASS I

License Type 2:

License County: BALDWIN

Business Type: LLC

Trade Name: **SANBAR**

Applicant Name: **SANBAR LLC**

Location Address: 4851 WHARF PKWY STE D132
ORANGE BEACH, AL 36561

Mailing Address: PO BOX 180
ORANGE BEACH, AL 36561

Contact Person: DAVID BUSTER

Contact Home Phone: 251-509-5581

Contact Business Phone: 251-509-5581

Contact Fax:

Contact Cell Phone:

Contact Email Address:

Contact Web Address:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD**

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230222101145142



Type License: 020 - RESTAURANT RETAIL LIQUOR

State: \$300.00 **County:** \$440.00

Type License:

State: **County:**

Trade Name: RISTORANTE CARMELO

Filing Fee: \$50.00

Applicant: KOL ITALIAN OF ORANGE BEACH LLC

Transfer Fee:

Location Address: 25747 PERDIDO BEACH BLVD ORANGE BEACH, AL 36561

Mailing Address: 631 MANHATTAN BLVD HARVEY, LA 70058

County: BALDWIN **Tobacco sales:** NO

Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: 953-759 DSL

Do you sell Draft Beer?:

Date Incorporated: 11/19/2021 **State incorporated:** AL

County Incorporated:

Date of Authority:

Federal Tax ID: 92-1293546

Alabama State Sales Tax ID: 000000

Name:	Title:	Date and Place of Birth:	Residence Address:
WILLIAM LUEBBERT 005307550 - LA	MEMBER	12/24/1955 MISSOURI	100 DOGWOOD COURT BELLE CHASSE, LA 70037

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: WILLIAM LUEBBERT

Home Phone: 504-415-5460

Business Phone: 504-366-9283

Cell Phone:

Fax:

E-mail: BILL@ROOFTECH-NO.COM

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230222101145142



If applicant is leasing the property, is a copy of the lease agreement attached? **YES**

Name of Property owner/lessor and phone number: **AGLC LLC 334-324-4130**

What is lessors primary business? **ATTORNEY AND REAL ESTATE**

Is lessor involved in any way with the alcoholic beverage business? **NO**

Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**

Is the business used to habitually and principally provide food to the public? **YES**

Does the establishment have restroom facilities? **YES**

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**

Building Dimensions Square Footage: **6000**

Display Square Footage:

Building seating capacity: **284**

Does Licensed premises include a patio area? **YES**

License Structure: **SHOPPING CENTER**

License covers: **PORTION OF**

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence: **1 blocks**

Location is within: **CITY LIMITS**

Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:

Violation & Date:

Arresting Agency:

Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230222101145142



Initial each

Signature page

- ☒ In reference to law violations, I attest to the truthfulness of the responses given within the application.
- ☒ In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
- ☒ In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
- ☒ In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
- ☒ In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
- ☒ In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
- ☒ In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
- ☒ The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.
- The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
- ☒ I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): William P. Laebbert

Signature of Applicant: [Signature]

Notary Name (print): Rosemarie Moore

Notary Signature: Rosemarie Moore

Commission expires: 11/09/2025

Application Taken: App. Inv. Completed:
Submitted to Local Government:
Received in District Office: Reviewed by Supervisor:

Forwarded to District Office:
Received from Local Government:
Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: **20230222101145142**

Application Payment Confirmation Number: **90136136**

Payment Summary	
Payment Item	Fee
Application Fee for License 020	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
020 - RESTAURANT RETAIL LIQUOR	\$440.00	\$300.00	\$740.00
			\$0.00
Total Amount to be Charged	\$440.00	\$300.00	\$740.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR

License Type 2:

License County: BALDWIN

Business Type: LLC

Trade Name: RISTORANTE CARMELO

Applicant Name: KOL ITALIAN OF ORANGE BEACH LLC

Location Address: 25747 PERDIDO BEACH BLVD
ORANGE BEACH, AL 36561

Mailing Address: 631 MANHATTAN BLVD
HARVEY, LA 70058

Contact Person: WILLIAM LUEBBERT

Contact Home Phone: 504-415-5460

Contact Business Phone: 504-366-9283

Contact Fax:

Contact Cell Phone:

Contact Email Address:

Contact Web Address:

Application Payment Receipt Confirmation Page**Receipt Confirmation Number: 20230222101145142****Application Payment Confirmation Number: 90136136**

Payment Summary	
Payment Item	Fee
Application Fee for License 020	\$50.00
Total Amount to be Charged	\$50.00

Application Information

Application Type: APPLICATION

License Type 1: 020 - RESTAURANT RETAIL LIQUOR

ContinueTechnical Support: 866-353-3468 or support@alabamainteractive.org

Version 2.9.0

RESOLUTION NO. 23-xxx

**A RESOLUTION APPROPRIATING FUNDS TO THE ZOO FOUNDATION, INC.
TO SPONSOR THE ALABAMA GULF COAST ZOO
IN THE AMOUNT OF \$50,000 FOR FY2023**

FINDINGS:

1. The Zoo Foundation, Inc. is a 501(c)(3) nonprofit organization operating as Alabama Gulf Coast Zoo.
2. The Alabama Gulf Coast Zoo has requested support from the City of Orange Beach in the form of an annual sponsorship.
3. The City Council, having determined that appropriating said funds to The Zoo Foundation, Inc. for the benefit of Alabama Gulf Coast Zoo serves a public purpose and 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 Orange Beach City Council, having determined that it serves a public purpose and is in the best interest of the City, hereby appropriates the sum of Fifty Thousand Dollars (\$50,000.00) to The Zoo Foundation, Inc., for annual sponsorship of the Alabama Gulf Coast Zoo in return for sponsorship benefits outlined for the 2023 year (attached Exhibit A); and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 1st DAY OF MARCH, 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 March 1, 2023.

City Clerk



January 5, 2023

City of Orange Beach
Mayor Tony Kennon and City Council
P.O. Drawer 458
Orange Beach, AL 36561

Dear Honorable Mayor and City Council Members,

As we begin 2023, we would like to express our immense thanks for your generosity and the foresight you all have shown in your long-term commitment to support the Alabama Gulf Coast Zoo.

Enclosed is the requested invoice for this year's donation along with the sponsorship benefits outlined for the 2023 year.

Due to an unusually hot and wet 2022 Spring and Summer season, the Zoo saw a drastic decrease in guest attendance during the months we heavily rely on. The Zoo has and continues to struggle to sustain itself during our winter months.

Your donation this year will be a critical component of sustainability for the Zoo. It will allow us to provide animal care to over 300 animals. Each week we spend over \$5,000 in basic animal food necessities and regular healthcare provisions. Your donation will also allow us to refurbish and build our animal habitats to provide the best quality of living enclosures for all the animals. It will also allow us the ability to continue to grow our educational program to include a summer camp.

Your generosity is so very much appreciated, and again we are so very fortunate to have leaders like you who understand the needs and importance of the Alabama Gulf Coast Zoo.

Thank you for being part of the Alabama Gulf Coast Zoo family. We appreciate YOU!

Best Regards,

Joel M. Hamilton
Executive Director
director@algulfcoastzoo.org
(251) 256-7008 x 125

Paula White
Director of Development
development@algulfcoastzoo.org
(251) 256-7008 x 124

CC: Ken Grimes, City Administrator

The Zoo Foundation, Inc.
dba: Alabama Gulf Coast Zoo
1204 Gulf Shores Parkway
Gulf Shores, AL 36542-5908

Invoice

Date	Invoice #
1/9/2023	2023

Bill To

City of Orange Beach
Mayor Tony Kennon & City Council
P O Drawer 458
Orange Beach, AL 36561

P.O. No.

Terms

Project

Description	Qty	Rate	Amount
Annual Donation		50,000.00	50,000.00
		Subtotal	\$50,000.00
		Sales Tax (0.0%)	\$0.00
		Total	\$50,000.00
		Payments/Credits	\$0.00
		Balance Due	\$50,000.00

Phone #

Fax #

251-256-7008

Web Site

www.alabamagulfcoastzoo.org



City of Orange Beach Sponsorship Benefits

Annual Sponsorship \$50,000 (2023)

- Visionary Sponsorship of Spring Art on the Wild Side Event (March 25, 2023) includes:
 - o Exclusive VIP Outpost with Guest Table for 8 in Reserved Area
 - o 8 VIP Tickets
 - o Full Page Company Ad in Evening Program
 - o Company Logo Displayed on Auction Site (over 200 users, local and out of state)
 - o Large Company logo on Evening Event Banner/Signage (over 300 guests)
 - o Company/Logo Promoted on all Zoo Social Media Platforms: Facebook, Instagram, and Twitter
 - o Company Logo Featured in Zoo Monthly Newsletter (4,000 contacts)
- Supporting Sponsorship of Fall Zoo Brew Event (September 29, 2023) includes:
 - o Company logo included on event banner
 - o Company logo on Zoo Brew website
 - o Company logo included on Zoo social media sites and monthly newsletter
 - o 6 VIP tickets to Zoo Brew
- Opportunity to participate as a Trick or Treat table during Boo at the Zoo (October 28, 2023) includes:
 - o Company logo listed on event website, social media and newsletter
 - o 6 tickets to Boo at the Zoo
- Collaboration with the City of Orange Beach schools and the AGCZ education department as programs are developed.
- Recognition throughout the year on social media, AGCZ website, and newsletter as an AGCZ Annual Sponsor
- City of Orange Beach Employee Zoo Day (Date TBD) – This will include 2 Adult and 2 Children admissions per City of Orange Beach employee (proof of employment will need to be shown for entrance)
- Two Family Membership passes (includes 2 adults and 4 children admissions per visit) to be located at the city and available for check-out by employees throughout the year.

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
ARCHIVE STORAGE MOBILE SHELVING FOR THE ADMINISTRATION DEPARTMENT
THROUGH SOURCEWELL IN THE AMOUNT OF \$66,023.83**

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 Archive Storage Mobile Shelving through Sourcewell, approved by the State of Alabama and the Public Examiners Office, in the amount of \$66,023.83;
2. That the Mayor is hereby authorized to approve payment to Patterson Pope, Inc., in the amount of \$66,023.83 for Archive Storage Mobile Shelving at City Hall for the Administration Department per the pricing proposal dated January 24, 2023;
3. That the items 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 upon its adoption.

ADOPTED THIS 1st DAY OF MARCH, 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 March 1, 2023.

City Clerk



Proposal

Quote #: Q-53895-2
Drawing Ver: 337651 1A
(Sourcwell)
Date: 1/24/2023
Expires On: 4/24/2023

Per Contract Remit to
Phone: (704) 523-4400
Fax: (704) 523-4499

Install To
City of Orange Beach
4480 Orange Beach Blvd
Mobile, AL 36561

Bill To
City of Orange Beach
4480 Orange Beach Blvd
Orange Beach, AL 36561

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jane Glass	jglass@pattersonpoppe.com		Deposit/Progress Payments

Group Name	Description	Net Total
Material - Spacesaver	Includes all material as illustrated in drawings. Include rubber matting to finish flooring. All priced per Sourcwell contract.	\$40,688.14
Installation & Services	THE CUSTOMER WILL BE RESPONSIBLE FOR STORAGE FEES OF \$500, PER MONTH (ESTIMATED), INCURRED 30 DAYS AFTER THE SHIP DATE THAT ARE RELATED TO A DELAY IN AN INSTALLATION DATE DUE TO THE CUSTOMER'S REQUEST OR A SITE RELATED PROJECT DELAY	\$25,335.69

Sub Total:	\$66,023.83
Estimated Total Tax:	
Grand Total:	\$66,023.83

Important Proposal Notes

Terms Per Contract.

Any quoted installation labor price is based on information provided at time of request.

Inaccurate information or changes made after quote date may result in additional labor and equipment charges.

Drawings: Final drawings must be approved by end user prior to job start up. Installation is to be done according to plans and specifications of approved drawings.

Quote: Is based on normal working hours: 8a.m. to 5p.m. (unless noted)

Changes to scope of project at time of install: All changes to plans or fabrication of material must be approved by salesperson or the installation supervisor. (Installers are not authorized to make changes or perform work outside of the approved scope)

Electrical Work: Any unforeseen electric work claimed back by the electricians shall be an additional work charge to client and is not the responsibility of Patterson Pope.

Floor covering: shall be the responsibility of the end user unless otherwise specified.

Work Site: Area free and clear of all obstacles prior to start of installation. Electricity available. Ample staging space required.

Miscellaneous: Additional costs may be incurred for downtime due to circumstances beyond our control.

INFO REGARDING STORAGE FEES: The customer acknowledges that they will be responsible for Storage Fees of \$50 per pallet, per month, incurred 30 days after the ship date that are related to a delay in an installation date due to a customer's request or a site related project delay

Must have a working elevator at time of unload or additional charges may incur for material handling of equipment up or down stairs.



Proposal

Quote #: Q-53895-2
Drawing Ver: 337651 1A
(Sourcewell)
Date: 1/24/2023
Expires On: 4/24/2023

Per Contract Remit to
,
Phone: (704) 523-4400
Fax: (704) 523-4499

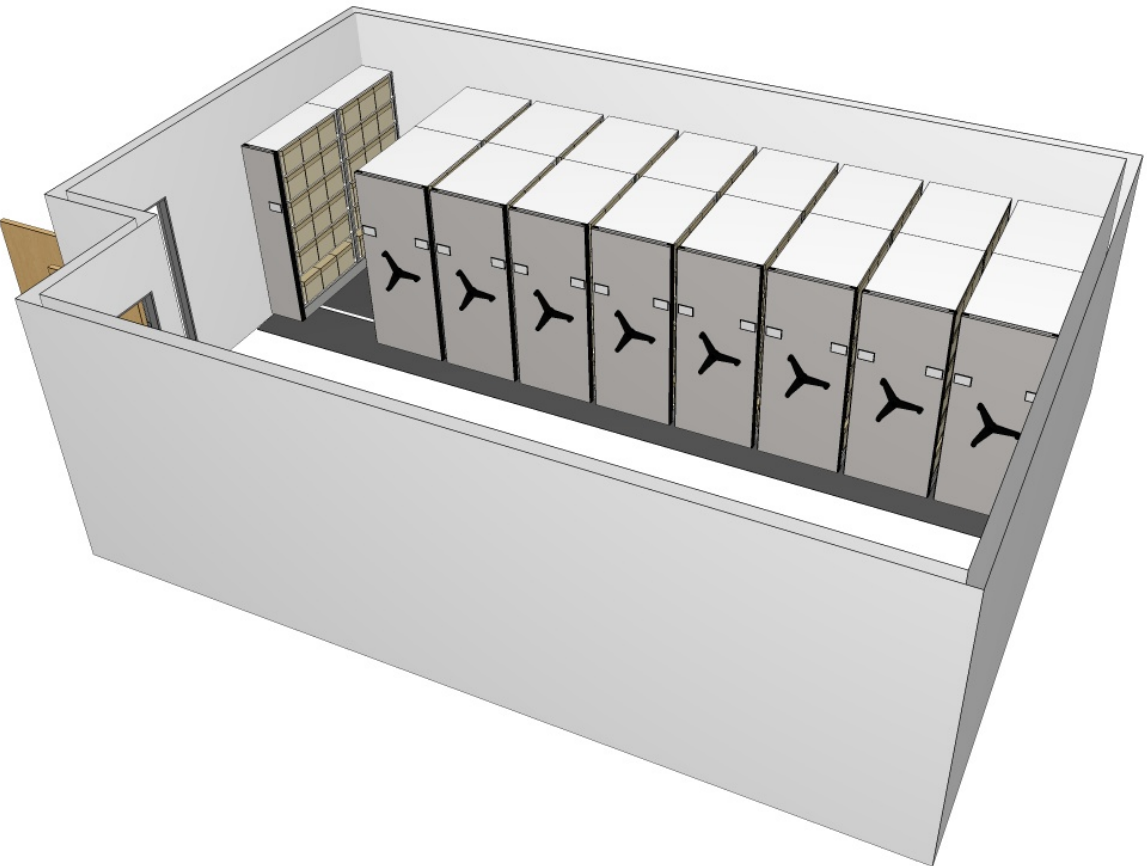
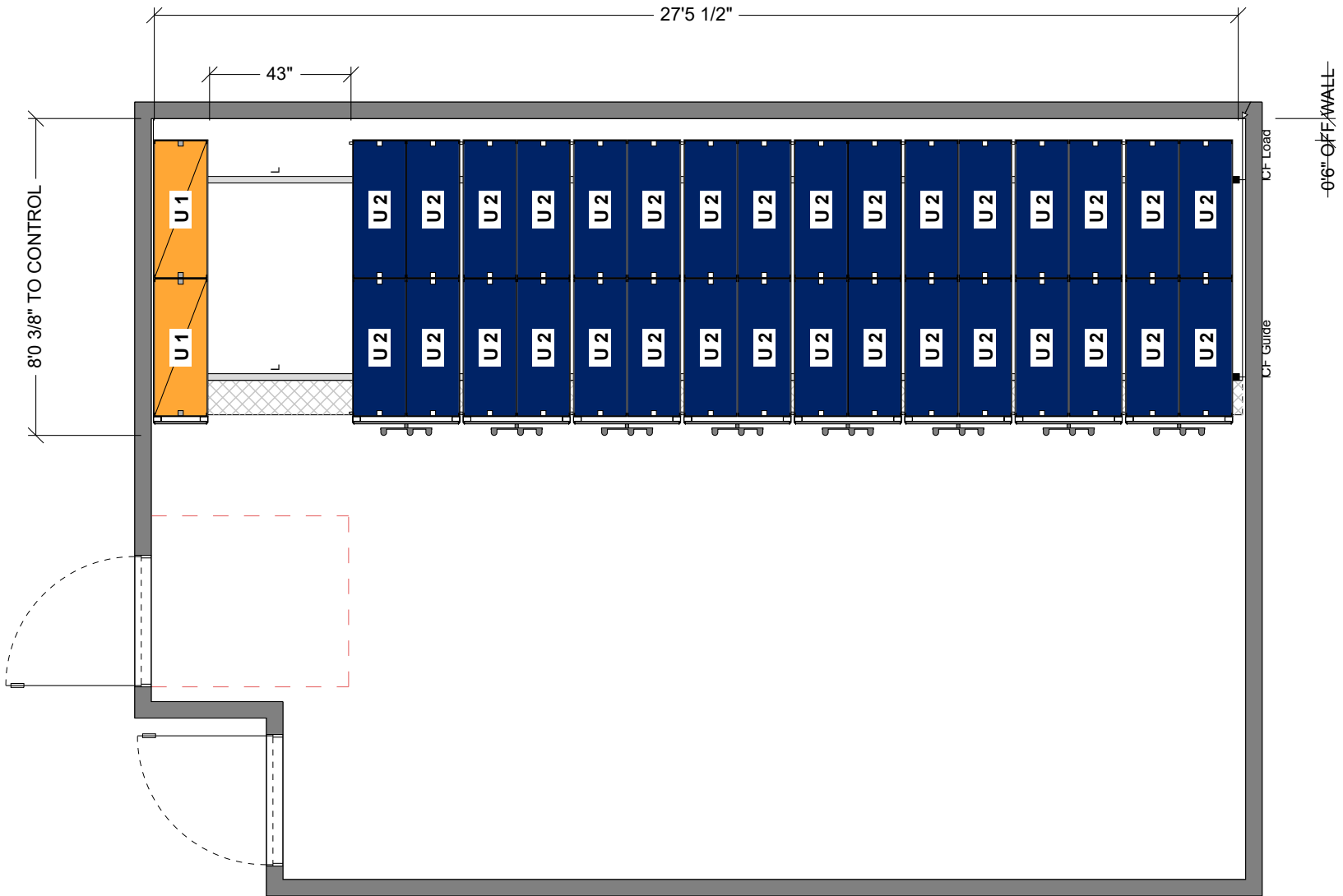
Please indicate color choices on your PO.

Signature:	_____	Effective Date:	____/____/____
Name (Print):	_____	Title:	_____

Please sign and email to Jane Glass at jglass@pattersonpoppe.com.
THANK YOU FOR YOUR BUSINESS!

DRAWING LEGEND	
	SHELVING ON MOBILE CARRIAGES
	STATIC SHELVING ON RAISED PLATFORM
	STATIC SHELVING ON FLOOR
	DOUBLE FACE SHELVING SECTION

ROOM DIMENSIONS NEED TO BE
VERIFIED BEFORE ORDER PLACEMENT



CURRENT LEAD TIME FOR PRODUCT
AS DRAWN IS 9 WEEKS FROM ORDER DATE
LEAD TIMES SUBJECT TO CHANGE



Project Name: CITY OF ORANGE BEACH POLICE DEPT. - FILE STORAGE

Salesperson:
GLASS-WALDRON,JANE

Scale
1/4" = 1'

Rev level:
1A

Project #:
337651 1A
Drawn by:
J. PATTERSON
Date Printed:
01/24/2023

APPROVAL
This drawing Approved By:

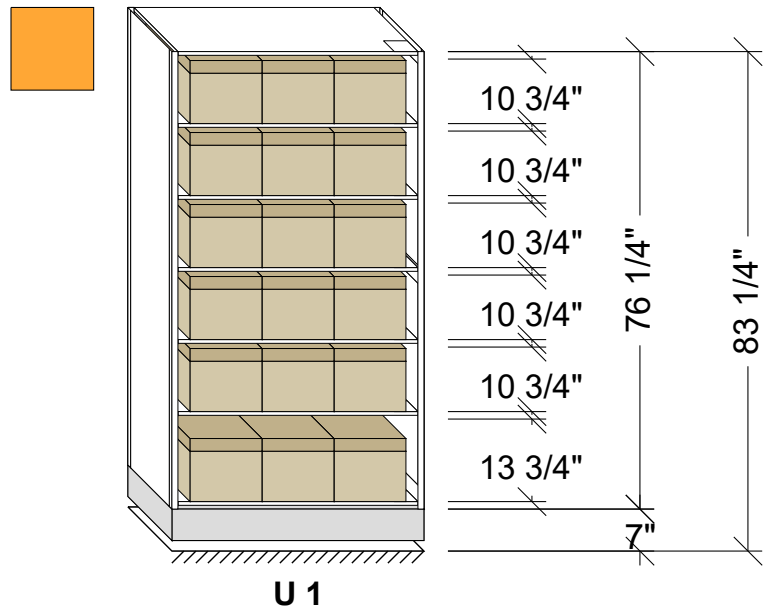
Dated_____

SHELVING CHARACTERISTICS	
TYPE	4-POST
UPRIGHTS	CLOSED / OPEN
DOUBLE UNITS	FULL DEPTH
UPRIGHT HEIGHT	76-1/4"
NO. OF OPENINGS	6
DIVIDERS PER OP.	NONE
FRONT BASE	NONE - MOBILE SUPPORT
SHELF TYPE	STANDARD PLAIN / SOLID TOP
SUPPORT TYPE	HEAVY DUTY SUPPORT
REF. SHELVES	NONE
BACK PANELS	LOCATION DENOTED BY "X"

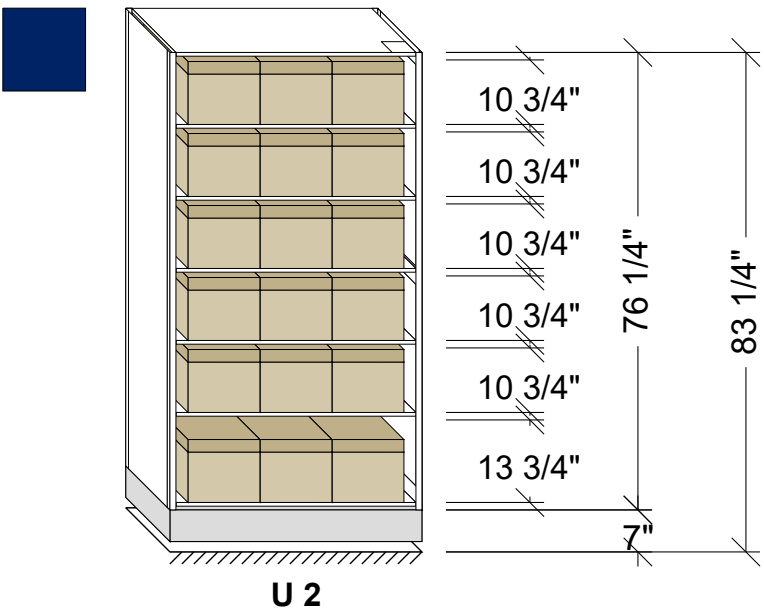
NOTE:
SYSTEM DESIGNED TO HOUSE BANKER BOX
(12-1/2" W x 16" D x 10-1/2" H)
TOTAL- (QTY. 1836) BOXES

STANDARD SYSTEM CHARACTERISTICS	
GUIDANCE	CENTER FLANGE
RAIL TYPE	L
END PANELS	HIGH PRESSURE LAMINATE
DRIVE TYPE	LINE SHAFT MECHANICAL ASSIST
SWEEP	NONE
SAFETY	NONE
FLOOR/RAMP	STANDARD
STATIONARY UNITS	ON RAISED PLATFORMS
FLOOR COVERING	BY OTHERS

STATIC 4-POST SHELVING
42"W x 16"D x 76 1/4"H



MOBILE 4-POST SHELVING
42"W x 16"D x 76 1/4"H



Project Name: CITY OF ORANGE BEACH POLICE DEPT. - FILE STORAGE

Salesperson:
GLASS-WALDRON,JANE

Scale
3/8" = 1'

Rev level:
1A

Project #:
337651 1A
Drawn by:
J. PATTERSON
Date Printed:
01/24/2023

APPROVAL
This drawing Approved By:

Dated _____

Sourcewell

Awarded Contract

Contract # 121919-KII



INFO SHEET

SOURCEWELL

Spacesaver Corporation proudly partners with Sourcewell, a government agency serving the United States and Canada, to offer Sourcewell members a competitively bid contract. Sourcewell is a “cooperative contract” for state and local agencies, K-12, universities and colleges, non-profits, and tribal government to purchase from awarded vendors. As a cooperative contract Sourcewell is working for both buyers (members) and vendors.

Spacesaver is the innovator in storage solutions from high-density mobile, to secure storage for government and public safety, to new ideas that can streamline library and museum operations to campus solutions. Join Sourcewell at no cost and access Spacesaver’s competitively-priced storage solutions to start saving time, money, and resources today.

To learn more about Spacesaver or to find a local authorized dealer, visit www.spacesaver.com.

To learn more about Sourcewell or to become a member, visit www.sourcewell-mn.gov.

SPACESAVER’S SOURCEWELL CONTRACT INFORMATION

CONTRACT NUMBER: 121919-KII

EFFECTIVE DATE: 2/18/2020 - 2/18/2024

PRODUCTS: All Spacesaver Manufactured Products; excluding ActivRAC® Stainless Steel

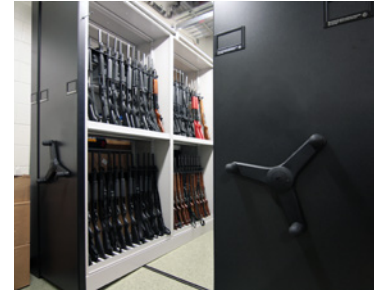
SOURCEWELL MEMBERSHIP OPEN TO:

- State & Local Government Entities
- All Education: Private & Public
- Non Profits (Tax Exempt Organization)
- Tribal Government
- Canadian Provinces
- Canadian Healthcare Entities

VALUE OF BEING A SOURCEWELL MEMBER

- The formal contracting process is satisfied on your behalf—proven process eliminates low bid, low quality results.
- No cost, obligation, or liability to be a member
- A legal and easier purchasing process—ensuring best use of time and money.
- Contracts are requested, awarded, and regulated by a municipal agency and governed by a publicly elected board of directors
- Sourcewell maintains all procurement documentation for you, a complete procurement file is posted on the website.
- Sourcewell is a government entity committed to helping their members succeed in fulfilling their own public service missions.
- The opportunity to purchase the very best products, equipment, and services through nationally solicited contacts.





Spacesaver has storage solutions for U.S. and Canadian Sourcewell members in a variety of markets from high-density mobile storage, to secure storage for military applications, government and public-sector safety, to new ideas that can streamline education, libraries, museums, and non-profit organization operations.



Spacesaver Corporation
1450 Janesville Avenue
Fort Atkinson, WI 53538-2798
800.492.3434
www.spacesaver.com

STATEMENT OF WARRANTY

JANUARY 2023

Standard Welded Mobile, Eclipse® Powered System, and Wheelhouse® Modular Mobile System

LIFETIME LIMITED WARRANTY

Subject to the conditions stated below, Spacesaver Corporation ("Spacesaver") warrants that the mobile carriages ("structural frames") manufactured by it will be free from defects in materials and workmanship for the lifetime of the structural frames. For the purposes of this warranty, structural frames shall be deemed to exclude all moving parts, controls and guides that have immediate contact with any moving parts.

10-YEAR LIMITED WARRANTY

Spacesaver also warrants that all carriage drive motors on powered systems shall be free from defects in materials and factory workmanship for ten (10) years from the date of the customer's written acceptance of installation. During the 10-year warranty period, all motor parts are included at no cost for 10 years. After the first year, all labor will be charged at the then-current rate.

5-YEAR LIMITED WARRANTY

Spacesaver also warrants that all equipment other than structural frames and carriage drive motors on powered systems shall be free from defects in materials and factory workmanship for five (5) years from the date of the customer's written acceptance of installation. During the 5-year warranty period, all parts are included at no cost for 5 years. Labor is included at no cost during the first year of the 5-year warranty period. After the first year all labor will be charged at the then-current rate.

If any warranted equipment shall be proven to Spacesaver's satisfaction to be defective, such equipment shall be repaired or replaced at the option of Spacesaver. All warranty service for any equipment manufactured by Spacesaver must be performed by an authorized Spacesaver factory representative. This warranty shall be void if any portion of the purchase price shall be due but unpaid in accordance with the terms pursuant to which the equipment was sold. This warranty shall not apply to equipment repaired by any party other than an authorized Spacesaver factory representative or to defects or damage caused by (a) acts of God or other circumstances beyond Spacesaver's control, (b) improper installation (unless installation was by authorized factory installer), (c) improper electrical supply or environmental conditions, (d) improper operation, maintenance, or storage, or (e) other than normal use or service. **EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, SPACESAVER MAKES NO WARRANTIES, IMPLIED OR OTHERWISE, AND SPACESAVER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

LIMITATION OF LIABILITY

Repair or replacement of any defective equipment, or refund of the purchase price paid by the customer in the event Spacesaver determines such equipment cannot be repaired or replaced, shall be the customer's exclusive remedy for breach of the warranty for product defects, however caused, and in no case shall Spacesaver be liable for incidental, consequential, special or other damages, or loss of profits or revenues whether as a result of breach of contract or warranty, Spacesaver's negligence, or otherwise. Spacesaver shall have no liability for any advice or assistance rendered by any party outside the scope of Spacesaver's written specifications for the manufacture, operation, or maintenance of the warranted equipment. Original installation must be performed by Spacesaver trained and certified installers.

WARRANTY / SUMMARY

This warranty applies exclusively to the original purchaser, and only to Spacesaver products acquired directly from Spacesaver Corporation or from Authorized Spacesaver Area Contractors, Distributors, and Dealers. This warranty gives you specific legal rights; you may also have other rights, which may vary from state to state.

The warranty does not apply to any product which has been subject to misuse, negligence, or accident; has been damaged in shipment, storage, or installation; has been misapplied, has been modified or repaired by unauthorized persons or has been repaired with non-standard Spacesaver replacement parts. It also does not apply to "Customer's Own Goods/Material" (i.e., goods/material specified by the customer that is not standard Spacesaver product offering) used in the manufacture of, or in conjunction with, Spacesaver products. Spacesaver does not warrant the matching of color, grain, or texture except to within commercially accepted standards. This warranty specifically excludes claims for indirect, incidental, or consequential damages arising in any way from a product defect. This warranty is exclusive, and exists in lieu of all other warranties, either expressed or implied. This warranty does not apply to products considered to be of consumable nature, such as batteries and lights. This warranty does not apply to tarnishing, oxidation, paint blemishes, and rust that could arise from products being stored or used in damp or humid environments.

To obtain warranty service, contact your Spacesaver Selling Dealer. You must make a written claim. Provide a copy of your purchase record and a written description of the warranty problem with your claim. If you are unable to contact your Dealer, contact Spacesaver Corporation: 920-563-6362.

STATEMENT OF WARRANTY

JANUARY 2023

Shelving (4-Post, Cantilever, and Widespan)

LIFETIME LIMITED WARRANTY

Subject to the conditions stated below, Spacesaver Corporation ("Spacesaver") warrants that the shelving manufactured by it will be free from defects in materials and factory workmanship for the lifetime of the structural frames. For the purposes of this warranty, structural frames shall be deemed to exclude all moving parts (doors, slides, hinges, and lock mechanism), removable accessories, and electronics.

5-YEAR LIMITED WARRANTY

Spacesaver also warrants that all equipment, other than structural frames, shall be free from defects in materials and factory workmanship for five (5) years from the date of the customer's written acceptance of installation. During the 5-year warranty period, all parts are included at no cost for 5 years. Labor is included at no cost during the first year of the 5-year warranty period. After the first year all labor will be charged at the then-current rate.

If any warranted equipment shall be proved to Spacesaver's satisfaction to be defective, such equipment shall be repaired or replaced at the option of Spacesaver. All warranty service for any equipment manufactured by Spacesaver must be performed by an authorized Spacesaver factory representative. This warranty shall be void if any portion of the purchase price shall be due but unpaid in accordance with the terms pursuant to which the equipment was sold. This warranty shall not apply to equipment repaired by any party other than an authorized Spacesaver factory representative or to defects or damage caused by (a) acts of God or other circumstances beyond Spacesaver's control, (b) improper installation (unless installation was by authorized factory installer), (c) improper electrical supply or environmental conditions, (d) improper operation, maintenance or storage, or (e) other than normal use or service. **EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, SPACESAVER MAKES NO WARRANTIES, IMPLIED OR OTHERWISE, AND SPACESAVER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

LIMITATION OF LIABILITY

Repair or replacement of any defective equipment, or refund of the purchase price paid by the customer in the event Spacesaver determines such equipment cannot be repaired or replaced, shall be the customer's exclusive remedy for breach of the warranty for product defects, however caused, and in no case shall Spacesaver be liable for incidental, consequential, special or other damages, or loss of profits or revenues whether as a result of breach of contract or warranty, Spacesaver's negligence, or otherwise. Spacesaver shall have no liability for any advice or assistance rendered by any party outside the scope of Spacesaver's written specifications for the manufacture, operation, or maintenance of the warranted equipment. Original installation must be performed by Spacesaver trained and certified installers.

WARRANTY / SUMMARY

This warranty applies exclusively to the original purchaser, and only to Spacesaver products acquired directly from Spacesaver Corporation or from Authorized Spacesaver Area Contractors, Distributors, and Dealers. This warranty gives you specific legal rights; you may also have other rights, which may vary from state to state.

The warranty does not apply to any product which has been subject to misuse, negligence, or accident; has been damaged in shipment, storage, or installation; has been misapplied, has been modified or repaired by unauthorized persons or has been repaired with non-standard Spacesaver replacement parts. It also does not apply to "Customer's Own Goods/Material" (i.e., goods/material specified by the customer that is not standard Spacesaver product offering) used in the manufacture of, or in conjunction with, Spacesaver products. Spacesaver does not warrant the matching of color, grain, or texture except to within commercially accepted standards. This warranty specifically excludes claims for indirect, incidental, or consequential damages arising in any way from a product defect. This warranty is exclusive, and exists in lieu of all other warranties, either expressed or implied. This warranty does not apply to products considered to be of consumable nature, such as batteries and lights. This warranty does not apply to tarnishing, oxidation, paint blemishes, and rust that could arise from products being stored or used in damp or humid environments.

To obtain warranty service, contact your Spacesaver Selling Dealer. You must make a written claim. Provide a copy of your purchase record and a written description of the warranty problem with your claim. If you are unable to contact your Dealer, contact Spacesaver Corporation: 920-563-6362.



COLOR CHART

SMOOTH & TEXTURED POWDER COAT PAINT FINISHES

STANDARD COLORS



No Upcharge.

Cottonwood
CO (204)Furniture White
FW (15)Tan
TN (1)Frost
FR (6)Designer Grey
DG (2)Blue Grey
BG (25)Forest Green†
FG (84)Black
BL (7)

†Not Available in Textured on Mobile Product Line.

CUSTOM COLORS

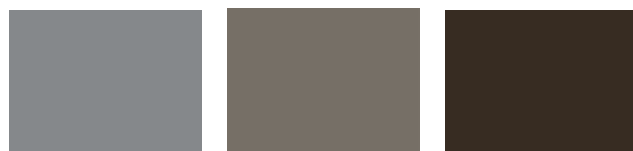


5% Upcharge.

Light Tone
LG (29)Whisper
WP (216)Warm Brown
WB (18)Nevada Beige**
NB (250)Locker Grey**
GL (239)Red Iron
RI (252)Thunder
TD (33)Nordic
ND (212)Flannel
FN (207)

**Not Available Mobile Product Line.

METALLIC COLORS



10% Upcharge.

Starlight Silver
SX (145)Champagne
CM (218)Bronze
ZM (217)

Slight variations occur in texture, color, grain configurations and finish acceptance of materials used. Therefore, finished pieces may vary in tone or character from images shown on this page. Please order a sample from your Spacesaver sales representative for a more accurate representation of the finished piece.



A COMMITMENT TO QUALITY POWDER COAT PAINT FINISHES

Available in both smooth and textured finishes. Not all colors and finishes available across all product lines see notes below colors swatches and recommended finishes below. All components go through a multistage surface preparation prior to being coated; this process enhances topcoat bonding. The topcoat is a furniture-quality, epoxy-polyester hybrid Powder Coat Finish that meets or exceeds specifications set forth by the American Library Association.

Our electrostatically-applied, thermoset Powder Coat Paint System provides a durable hard finish with superior performance qualities.

- Excellent abrasion, impact, corrosion, stain, yellowing and chemical resistance.
- Exceptional adhesion with uniform film thickness and elimination of runs and sags associated with wet systems.
- A higher edge coating film thickness which virtually eliminates any sharp metal edges.
- Optional antimicrobial powder coat finish is available on all normally powder coated products. Antimicrobial powder coat contains a time-released germicide that is 99.9994% effective in controlling the growth of bacteria, mold, and mildew on the surface.

A COMMITMENT TO THE ENVIRONMENT

Our system is environmentally safe without any volatile or fugitive (stray) emissions in the finished product. Additionally, during the manufacturing process, we produce no volatile emissions or hazardous waste.

A COMMITMENT TO OUR CUSTOMERS

With the goal of bringing you the best local sales and service in the industry, our distribution network is composed of independently owned and operated distributors in major cities throughout North America. The Spacesaver Group's local sales consultants, factory-certified technicians, and expert support staff all work together to provide an excellent customer experience during the design process and long after the sale.

The engineers, project managers, and other professionals at our Wisconsin headquarters collaborate with our distribution partners every day to bring you new product innovations, efficient manufacturing processes, and superior customer support.

We live up to our commitments and have the references to prove it. You can rely on The Spacesaver Group



Spacesaver Corporation
1450 Janesville Avenue
Fort Atkinson, WI 53538-2798
800.492.3434
www.spacesaver.com

RESOLUTION NO. 23-xxx

**A RESOLUTION AMENDING RESOLUTION NO. 22-024
APPOINTING NEW MEMBERS AND REAPPOINTING EXISTING MEMBERS
TO THE LEGISLATIVE REVIEW COMMITTEE**

FINDINGS:

1. Each year, the Alabama Legislature and the United States Congress considers legislation that may affect the City of Orange Beach and other municipalities in the state.
2. It is important for the City to keep abreast of legislative developments and to implement a process that will insure the City's interests are protected and properly communicated to state officials.
3. On January 15, 2013, the City Council adopted Resolution No. 13-010 to form a legislative review committee to promote an effective and efficient response to legislative action and ensure that the public interest in such matters is protected.
4. It is necessary to appoint new or replacement members to the committee and reappoint other existing members.

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

1. That the Legislative Review Committee shall be composed of the following members:
Ford Handley – City Administrator / Business / Revenue
Renee Eberly – General Municipal / Procurement
Chief Mike Kimmerling – Fire / Emergency / Public Safety
Chief Steve Brown – Law Enforcement / Public Safety
Kit Alexander – Engineering / Transportation / Infrastructure / Zoning
Pam Davis – Judicial / Court
Griffin Powell – Planning / Zoning
Adam Roberson – Building/Flood Management
Nicole Woerner – EMA
Philip West – Coastal / Environmental
Marc Anderson – Administration / Special Projects
Ken Grimes – External Affairs

Council Appointee – Joni Blalock, Councilmember
Council Appointee – Jeff Boyd, Councilmember
Council Appointee – Jerry Johnson, Councilmember
Legal Advisor – Jamie Logan
Legal Administrator / Paralegal – Renee Smith
2. That the Committee is directed to monitor legislation affecting the City; to develop a process by which staff and others can review such legislation and provide same to Committee members; adopt official city policy with respect to particular items; coordinate action concerning same, including, but not limited to activating lobbyists, necessary staff, professional associations and their lobbying resources, and joint efforts with other cities;
3. That the Committee shall make periodic reports to the full Council; and
4. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 1st DAY OF MARCH, 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 March 1, 2023.

City Clerk

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF
LICENSE, USAGE, AND LEASE AGREEMENTS WITH THE
ORANGE BEACH CITY BOARD OF EDUCATION**

FINDINGS:

1. The City of Orange Beach and the Orange Beach City Board of Education desire to enter into license, usage, and lease agreements for the cooperative sharing of various city and school equipment, vehicles, facilities, and property.
2. After having reviewed said agreements, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute the following agreements in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the Orange Beach City Board of Education as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney:
 - a. Lease Agreement for 4544 Orange Beach Boulevard
 - b. Lease Agreement for Digital Marquee Sign
 - c. Lease Agreement for Fueling Equipment Area
 - d. License Agreement for Orange Beach Elementary School to locate Modular Classrooms on City Property
 - e. License Agreement for the City to use School Property for temporary Fire Station No. 3
 - f. License Agreement for the City to use School Property for the Expect Excellence Program
 - g. License Agreement for shared usage of the Performing Arts Center
 - h. Passenger Vehicle Usage Agreement
 - i. School Bus Usage Agreement
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 1st DAY OF MARCH, 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 March 1, 2023.

City Clerk

LEASE AGREEMENT

(4544 Orange Beach Boulevard)

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

1. AGREEMENT. Landlord leases the building located at 4544 Orange Beach Boulevard, Orange Beach, Alabama 36561 (the "Premises") to Tenant, and Tenant leases the Premises from Landlord, according to the terms and conditions of this Lease. Tenant, its employees, agents, contractors and invitees shall have the non-exclusive rights to the use of the adjacent parking lots, drive aisles, driveways, sidewalks, walkways and other similar facilities that are reasonably necessary for the access and use of the Premises. Landlord shall have the right at any time, without notice to Tenant, to control, change or otherwise alter the configuration of such exterior facilities in such manner as it deems necessary or proper.

2. TERM. The term of this Lease shall commence as of the Effective Date hereof, and shall continue for a period of two (2) years. Notwithstanding the foregoing, (i) Tenant shall have the right to terminate this Lease upon ten (10) days advance written notice, and (ii) if Tenant vacates or abandons the Premises, Landlord shall have the right to terminate this Lease upon ten (10) days advance written notice.

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

4. UTILITIES. Landlord will pay for the reasonable utility services that Tenant uses at the Premises. Tenant agrees to use reasonable efforts to avoid any excess utility charges.

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

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

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

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

9. REPAIRS AND MAINTENANCE. Landlord shall be responsible for the repair, replacement and maintenance of the Premises, provided such repairs, replacement or maintenance are not occasioned by Tenant, Tenant's invitees or anyone in the employ or control of Tenant, in which case, Tenant shall be responsible for such items.

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

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

12. DAMAGE AND DESTRUCTION.

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

12.2 Major Casualty. If the damage resulting from a Casualty cannot reasonably be anticipated to be repaired within two (2) months or would cost in excess of \$50,000 to repair (in either case, a "Major Casualty"), then Landlord shall have the right to terminate this Lease. To exercise such right of termination, Landlord shall give Tenant notice thereof within forty-five (45) days of the date that Landlord was notified of the Major Casualty, and the Lease shall terminate as of the date of such notice. Any insurance proceeds payable by reason of the Major Casualty shall be payable to Landlord.

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

13. CONDEMNATION. If, by exercise of the right of eminent domain or by conveyance made in response to the threat of the exercise of such right (in either case a "Taking"), all or any material portion of the Premises is taken, or if so much of the Premises is taken that the Premises cannot be used by Tenant for the purposes for which it was used immediately before the Taking, this Lease will end on the

earlier of the vesting of title to the Premises in the condemning authority or the taking of possession of the Premises by the condemning authority (the "Condemnation Ending Date"). If, after a Taking, so much of the Premises remains that the Premises can be used for substantially the same purposes for which it was used immediately before the partial Taking, then this Lease will end as to that portion of the Premises so taken as of the Condemnation Ending Date. Tenant shall have no right or claim to any part of any award made to or received by Landlord for such Taking, and all awards for such Taking shall be made solely to Landlord. Tenant shall, however, have the right to pursue any separate award that does not reduce the award to which Landlord is entitled.

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

15. SIGNS. Tenant shall not place any signs on the Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion.

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

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

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

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

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

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

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

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

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

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

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

23. MISCELLANEOUS

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

(b) Notices. Any notice which is required or permitted to be given by either party under this Lease shall be in writing and must be given only by certified mail, return receipt requested, by hand delivery or by nationally recognized overnight courier service at the addresses set forth below. Any such notice shall be deemed given (a) when delivered personally, (b) three (3) days after being mailed by certified mail, return receipt requested, or (c) one day after being sent by overnight courier. Either party may change its notice address by notice to the other party in accordance with the terms of this Section. The following are the initial notice addresses for each party: Landlord: 4544 Orange Beach Boulevard, Orange Beach, Alabama 36561, Attn: Mayor; Tenant: 4544 Orange Beach Boulevard, Orange Beach, Alabama 36561, Attn: Superintendent.

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

TENANT:

ORANGE BEACH CITY BOARD OF EDUCATION

By: _____
Randy Wilkes
Its Superintendent

LANDLORD:

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Its Mayor

ATTEST:

City Clerk

[SEAL]

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF ALABAMA)
BALDWIN COUNTY)

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

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

[SEAL]

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tony Kennon, whose name as Mayor of the CITY OF ORANGE BEACH, an Alabama municipal corporation, is signed to the foregoing Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease Agreement, he, as such Mayor and with full authority, executed the same voluntarily for and as the act of said municipal corporation, on the day the same bears date.

Given under my hand and official seal this ____ day of February, 2023

[NOTARIAL SEAL]

NOTARY PUBLIC
My Commission Expires: _____

LEASE AGREEMENT

(Digital Marquee Sign)

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

WHEREAS, Landlord owns and operates a high school and middle school on the land located in the City of Orange Beach, Baldwin County, Alabama, and more particularly described on Exhibit A attached hereto and made a part hereof (the “Land”); and

WHEREAS, Tenant owns and operates a digital marquee sign and related equipment (collectively, the “City Sign”) in the area on the Land depicted on Exhibit B attached hereto and made a part hereof (the “Premises”); and

WHEREAS, the parties desire to set forth the terms and conditions upon which Landlord will lease to Tenant the Premises for purposes of operating the City Sign.

NOW THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the parties hereto do hereby agree as follows:

1. AGREEMENT. Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, according to the terms and conditions of this Lease. Tenant, its employees, agents, contractors and invitees shall have the non-exclusive rights to the use of the adjacent parking lots, drive aisles, driveways, sidewalks, walkways and other similar facilities that are reasonably necessary for the access and use of the Premises, for purposes of operating the City Sign.

2. TERM. The term of this Lease shall commence as of the Effective Date hereof, and shall continue for a period of ninety-nine (99) years. Notwithstanding the foregoing, Tenant shall have the right to terminate this Lease upon ten (10) days advance written notice. Either party shall have the right to terminate this Agreement if the other party breaches this Agreement and fails to cure the breach within thirty (30) days after having been given written notice by the non-breaching party specifying the nature of the breach.

3. RENT; PUBLIC SERVICE CONTENT. There is no rent payable under this Lease. However, Landlord recognizes and acknowledges that having the City Sign at the Premises is a public benefit which inures to the benefit of the Landlord and the public at large, and that it is in the best interest of the Landlord to have the City Sign at the Premises.

3.1 SCHOOL MARQUEE SIGN. It is acknowledged that the Landlord owns, operates and maintains its own digital marquee sign in the area shown on attached Exhibit B (the “School Sign”). The Tenant shall have the right to provide the message content on the School Sign from time to time, upon request, so that the Tenant can provide its residents and visitors with information on matters of public safety, summer season and spring break traffic, emergency management, and other matters of community interest, all as shall be determined by the Tenant in its reasonable discretion. During emergency

situations, the Landlord agrees to promptly interrupt is daily message content to incorporate the Tenant's emergency message content.

4. UTILITIES. Tenant will pay for the utility services that Tenant uses at the Premises to operate the City Sign. Landlord shall cooperate with Tenant in ensuring that electrical service is available to the Premises.

5. INSURANCE. Tenant shall maintain, at its sole cost, general liability insurance with such coverages and in such amounts as mutually agreed upon by the parties. All insurance shall be carried by insurance companies authorized to transact business in the State of Alabama, selected by the Tenant. The Landlord shall be named as an additional insured on all policies purchased in satisfaction of the requirements contained in this Section.

6. USE OF THE PREMISES. During the term of this Lease, the Premises will be used only for operating the City Sign.

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

8. REPAIRS AND MAINTENANCE. Tenant shall be responsible for the repair, replacement and maintenance of the City Sign, provided such repairs, replacement or maintenance are not occasioned by Landlord, Landlord's invitees or anyone in the employ or control of Landlord, in which case, Landlord shall be responsible for the cost of such items.

9. OWNERSHIP OF CITY SIGN. It is acknowledged and understood that Tenant owns the City Sign. Landlord shall not alter or tamper with the City Sign.

10. END OF TERM. At the end of the Term of this Lease, Tenant will surrender the Premises in good order and condition, ordinary wear and tear, casualty and condemnation excepted; and, Tenant shall either remove the City Sign, or may surrender the City Sign to the Landlord, at Tenant's discretion. If Tenant removes the City Sign, Tenant will fully repair any damage occasioned by the removal thereof.

11. DAMAGE AND DESTRUCTION. If the City Sign is damaged by fire, the elements, accident or other casualty, Tenant shall have the right to either repair and/or replace the City Sign or to terminate this Lease.

12. ATTORNEYS' FEES. In the event that either party files suit in any court against the other party to enforce the terms of this Lease against the other party or to obtain performance by it hereunder, the prevailing party, or that party which substantially prevails, will be entitled to recover all reasonable costs, including, without limitation, reasonable attorneys' fees, from the other party as part of any judgment in such suit.

13. WAIVER OF JURY TRIAL. LANDLORD AND TENANT WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ALL MATTERS ARISING OUT OF THIS LEASE OR THE USE AND

OCCUPANCY OF THE PREMISES (EXCEPT CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE BROUGHT BY A THIRD PARTY).

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

LANDLORD:

ORANGE BEACH CITY BOARD OF EDUCATION

By: _____
Randy Wilkes
Its Superintendent

TENANT:

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Its Mayor

ATTEST:

City Clerk

[SEAL]

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF ALABAMA)
BALDWIN COUNTY)

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

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

[SEAL]

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tony Kennon, whose name as Mayor of the CITY OF ORANGE BEACH, an Alabama municipal corporation, is signed to the foregoing Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease Agreement, he, as such Mayor and with full authority, executed the same voluntarily for and as the act of said municipal corporation, on the day the same bears date.

Given under my hand and official seal this ____ day of February, 2023

[NOTARIAL SEAL]

NOTARY PUBLIC
My Commission Expires: _____

Exhibit A

Description of the Land

COMMENCING AT THE SOUTHWEST CORNER OF LOT 21, SWEETWATER BAYOU, AS RECORDED AS SLIDE 2017-A, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN S89°53'37"E, ALONG THE SOUTH LINE OF SAID SWEETWATER BAYOU, AN EXTENSION THEREOF, 698.38 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SWEETWATER DRIVE AND THE POINT OF BEGINNING. THENCE RUN N00°11'47"E, ALONG SAID EAST RIGHT-OF-WAY LINE, 1260.43 FEET TO THE POINT OF INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF ALABAMA STATE HIGHWAY NUMBER 180; THENCE RUN N89°49'32"E, LEAVING SAID EAST RIGHT-OF-WAY LINE AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, 1335.75 FEET TO A POINT; THENCE RUN S64°23'45"E, LEAVING SAID SOUTH RIGHT-OF-WAY LINE, 58.15 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF WILLIAM SILVERS PARKWAY; THENCE RUN S00°01'18"E, ALONG SAID WEST RIGHT-OF-WAY LINE, 1229.81 FEET TO A POINT; THENCE RUN S89°36'26"W, LEAVING SAID WEST RIGHT-OF-WAY LINE, 1393.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

LOT 1, CROWN COMMUNICATIONS TOWER SUBDIVISION, AS RECORDED AT SLIDE 2057-C, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA.

THE ABOVE DESCRIBED PROPERTY ALSO BEING THAT SAME PROPERTY AS DESCRIBED IN INSTRUMENT NUMBER 1764335, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA. CONTAINING 39.91 ACRES MORE OR LESS AND LYING IN SECTION 1, TOWNSHIP 9 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA.

Exhibit B

Premises

LEASE AGREEMENT

(Fueling Equipment Area)

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

WHEREAS, Landlord owns and operates a high school and middle school on the land located in the City of Orange Beach, Baldwin County, Alabama, and more particularly described on Exhibit A attached hereto and made a part hereof (the “Land”); and

WHEREAS, Tenant owns and operates a fuel tank, fuel pump and related equipment (collectively, the “Fueling Equipment”) in the area on the Land depicted on Exhibit B attached hereto and made a part hereof (the “Premises”); and

WHEREAS, the parties desire to set forth the terms and conditions upon which Landlord will lease to Tenant the Premises for purposes of operating the Fueling Equipment.

NOW THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the parties hereto do hereby agree as follows:

1. AGREEMENT. Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, according to the terms and conditions of this Lease. Tenant, its employees, agents, contractors and invitees shall have the non-exclusive rights to the use of the adjacent parking lots, drive aisles, driveways, sidewalks, walkways and other similar facilities that are reasonably necessary for the access and use of the Premises, for purposes of operating the Fueling Equipment.

2. TERM. The term of this Lease shall commence as of the Effective Date hereof, and shall continue for a period of two (2) years. Notwithstanding the foregoing, Tenant shall have the right to terminate this Lease upon ten (10) days advance written notice, and (ii) if Tenant vacates or abandons the Premises and removes the Fueling Equipment, Landlord shall have the right to terminate this Lease upon ten (10) days advance written notice. Either party shall have the right to terminate this Agreement if the other party breaches this Agreement and fails to cure the breach within thirty (30) days after having been given written notice by the non-breaching party specifying the nature of the breach.

3. RENT; FUEL CHARGING PRIVILEGES. There is no rent payable under this Lease. However, Tenant shall provide Landlord with charge cards to purchase fuel from the Fueling Equipment for buses and drivers’ education vehicles, allowing for a convenient on-site amenity to Landlord for obtaining its fueling needs, which Landlord would otherwise not have. Tenant will invoice Landlord for Landlord’s fuel consumption each month. Landlord agrees to promptly pay such invoices for its monthly fuel consumption, and in any event, within thirty (30) days of the date of invoice.

4. UTILITIES. Tenant will pay for the utility services that Tenant uses at the Premises to operate the Fueling Equipment. Landlord shall ensure that electrical service is available to the Premises.

5. **INSURANCE.** Tenant shall maintain, at its sole cost, general liability insurance with such coverages and in such amounts as mutually agreed upon by the parties. All insurance shall be carried by insurance companies authorized to transact business in the State of Alabama, selected by the Tenant. The Landlord shall be named as an additional insured on all policies purchased in satisfaction of the requirements contained in this Section.
6. **USE OF THE PREMISES.** During the term of this Lease, the Premises will be used only for operating the Fueling Equipment.
7. **ENVIRONMENTAL LAWS.** Tenant shall operate and maintain the Fueling Equipment in compliance with all applicable environmental laws, regulations and ordinances, and Tenant will not release, generate, manufacture, store, treat, transport, or dispose of any "hazardous material" (as that term is defined in applicable environmental laws), on, in, under, or from the Premises, in violation of any applicable environmental laws, regulations or ordinances.
8. **REPAIRS AND MAINTENANCE.** Tenant shall be responsible for the repair, replacement and maintenance of the Fueling Equipment, provided such repairs, replacement or maintenance are not occasioned by Landlord, Landlord's invitees or anyone in the employ or control of Landlord, in which case, Landlord shall be responsible for the cost of such items.
9. **OWNERSHIP OF FUELING EQUIPMENT.** It is acknowledged and understood that Tenant owns the Fueling Equipment. Landlord shall not alter or tamper with the Fueling Equipment.
10. **END OF TERM.** At the end of the Term of this Lease, Tenant will surrender the Premises in good order and condition, ordinary wear and tear, casualty and condemnation excepted; and, Tenant shall remove the Fueling Equipment. After Tenant has removed the Fueling Equipment, Tenant will fully repair any damage occasioned by the removal thereof.
11. **DAMAGE AND DESTRUCTION.** If the Fueling Equipment is damaged by fire, the elements, accident or other casualty, Tenant shall have the right to either repair and/or replace the Fueling Equipment or to terminate this Lease.
12. **ATTORNEYS' FEES.** In the event that either party files suit in any court against the other party to enforce the terms of this Lease against the other party or to obtain performance by it hereunder, the prevailing party, or that party which substantially prevails, will be entitled to recover all reasonable costs, including, without limitation, reasonable attorneys' fees, from the other party as part of any judgment in such suit.
13. **WAIVER OF JURY TRIAL.** LANDLORD AND TENANT WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ALL MATTERS ARISING OUT OF THIS LEASE OR THE USE AND OCCUPANCY OF THE PREMISES (EXCEPT CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE BROUGHT BY A THIRD PARTY).
14. **COUNTERPARTS.** This Lease may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

LANDLORD:

ORANGE BEACH CITY BOARD OF EDUCATION

By: _____
Randy Wilkes
Its Superintendent

TENANT:

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Its Mayor

ATTEST:

City Clerk

[SEAL]

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF ALABAMA)
BALDWIN COUNTY)

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

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

[SEAL]

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tony Kennon, whose name as Mayor of the CITY OF ORANGE BEACH, an Alabama municipal corporation, is signed to the foregoing Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease Agreement, he, as such Mayor and with full authority, executed the same voluntarily for and as the act of said municipal corporation, on the day the same bears date.

Given under my hand and official seal this ____ day of February, 2023

[NOTARIAL SEAL]

NOTARY PUBLIC
My Commission Expires: _____

Exhibit A

Description of the Land

COMMENCING AT THE SOUTHWEST CORNER OF LOT 21, SWEETWATER BAYOU, AS RECORDED AS SLIDE 2017-A, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN S89°53'37"E, ALONG THE SOUTH LINE OF SAID SWEETWATER BAYOU, AN EXTENSION THEREOF, 698.38 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SWEETWATER DRIVE AND THE POINT OF BEGINNING. THENCE RUN N00°11'47"E, ALONG SAID EAST RIGHT-OF-WAY LINE, 1260.43 FEET TO THE POINT OF INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF ALABAMA STATE HIGHWAY NUMBER 180; THENCE RUN N89°49'32"E, LEAVING SAID EAST RIGHT-OF-WAY LINE AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, 1335.75 FEET TO A POINT; THENCE RUN S64°23'45"E, LEAVING SAID SOUTH RIGHT-OF-WAY LINE, 58.15 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF WILLIAM SILVERS PARKWAY; THENCE RUN S00°01'18"E, ALONG SAID WEST RIGHT-OF-WAY LINE, 1229.81 FEET TO A POINT; THENCE RUN S89°36'26"W, LEAVING SAID WEST RIGHT-OF-WAY LINE, 1393.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

LOT 1, CROWN COMMUNICATIONS TOWER SUBDIVISION, AS RECORDED AT SLIDE 2057-C, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA.

THE ABOVE DESCRIBED PROPERTY ALSO BEING THAT SAME PROPERTY AS DESCRIBED IN INSTRUMENT NUMBER 1764335, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA. CONTAINING 39.91 ACRES MORE OR LESS AND LYING IN SECTION 1, TOWNSHIP 9 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA.

Exhibit B

Premises

LICENSE AGREEMENT

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

In consideration of the mutual promises, covenants and agreements set forth herein, the parties hereto do hereby agree as follows:

1. AGREEMENT TO LICENSE. Licensor grants to Licensee the non-exclusive right of possession, occupancy and use with respect to that certain land located in the City of Orange Beach, Baldwin County, Alabama and more particularly shown as the rectangular tract labeled OBHS Temp Campus on Exhibit A attached hereto and made a part hereof (the “Premises”), located west of Wilson Boulevard and north of the tennis courts. Additionally, Licensee shall have non-exclusive use of the parking area in that area shown on Exhibit A labeled “Temp PKG” (the “Parking Area”), located west of the tennis courts¹. The Parking Area shall not be deemed part of the Premises. The license granted hereunder is coupled with an interest.

2. TERM. The term of this License shall commence as of the Effective Date, and shall continue for a period of _____ months². Licensee shall have the right, at any time, without cause, to terminate this License, by affording Licensor at least thirty (30) days advance notice of termination.

3. LICENSE FEE. Licensee shall pay a fixed license fee to Licensor in the amount of \$100 per year, payable in advance.

4. UTILITIES. Licensee will pay all utility services that Licensee uses on the Premises and will be responsible for procuring all utility access and running all utility lines that it needs from the public right of way on Wilson Boulevard. No representation is made, however, as to whether any such utilities are readily available.

5. USE. Licensee shall have the right to use the Premises for the location of its temporary school facilities, so long as such use does not interfere with the operations of Licensor’s tennis and recreational facilities located on Licensor’s property to the south of the Premises. Licensee may use the Parking Area solely for parking (and ingress and egress through the drive aisle thereof to access parking spaces).

5.1 LICENSOR’S USE. Licensor shall have the right to access and use portions of the Premises from time to time for municipal projects, such as maintaining stormwater drainage and

¹ Please confirm that this is still the correct area for the license.

² What is the term?

detention facilities, so long as such uses do not unreasonably interfere with Licensee's use of the Premises for its temporary school facilities.

6. IMPROVEMENTS. It is contemplated that Licensee will install a series of trailers for its temporary school facilities (the "Trailers"), which will sit upon footings affixed to the ground (the "Footings"). Licensee is permitted to install such Trailers and Footings, so long as done in compliance with all applicable laws. It is also contemplated that Licensee may install an outdoor pavillion (the "Pavillion") within the Premises. Any other improvements to the Premises shall require the prior written consent of Licensors.

7. END OF TERM. Upon the expiration or sooner termination of this License, (i) Licensee will surrender the Premises and will remove therefrom the Trailers, the Footings, any trade fixtures, equipment or other personal property owned by Licensee, and (ii) the Pavillion shall become the property of Licensors at no cost to Licensors, on an "as is" basis, without representation or warranty by Licensee.

8. EVENTS OF DEFAULT. The following occurrences are each an "Event of Default" on the part of Licensee: (a) Licensee shall fail to pay the annual license fee when and as due, and the default continues for ten (10) days after written notice from Licensors; or (b) Licensee breaches any of the other agreements, terms, covenants, or conditions that this License requires Licensee to perform, and the breach continues for a period of ninety (90) days after written notice by Licensors to Licensee.

9. REMEDIES. Upon the occurrence of an uncured Event of Default, then Licensors may, as its sole and exclusive remedy, terminate this License, in which event, Licensee shall promptly surrender possession of the Premises to Licensors.

10. COVENANT OF QUIET ENJOYMENT. Licensee's possession of the Premises will not be disturbed by Licensors or any person claiming by or through Licensors.

11. LIABILITY OF LICENSOR. Licensors shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the Premises by Licensee, its agents, employees or invitees or caused by or arising from any act or omission of Licensee, or any of its agents, employees or invitees, unless such loss, damage or injury is a result of the gross negligence or willful misconduct of Licensors.

12. INSURANCE. Licensee shall obtain and keep in force "all risk" coverage insurance in the customary form in the vicinity where the Premises is located insuring the replacement value of the Trailers and Pavillion. Licensee will obtain and keep in force during the term hereof, commercial general liability insurance with a combined single limit of not less than Five Hundred Thousand Dollars (\$500,000.00), with respect to the use or occupancy of the Premises.

13. COUNTERPARTS. This License may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14. RECORDING. Either party may record this License at its expense.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Licensor and Licensee have caused this License Agreement to be duly executed by its duly authorized representative effective as of the Effective Date.

LICENSOR:

CITY OF ORANGE BEACH, ALABAMA

By: _____
Tony Kennon
Its Mayor

Attest:

City Clerk

LICENSEE:

ORANGE BEACH CITY BOARD OF
EDUCATION

By: _____
Randy Wilkes
Its Superintendent

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Tony Kennon, whose name as Mayor of the CITY OF ORANGE BEACH, ALABAMA, an Alabama municipal corporation, is signed to the foregoing License Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said License Agreement, he, as such Mayor and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

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

[SEAL]

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
BALDWIN COUNTY)

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

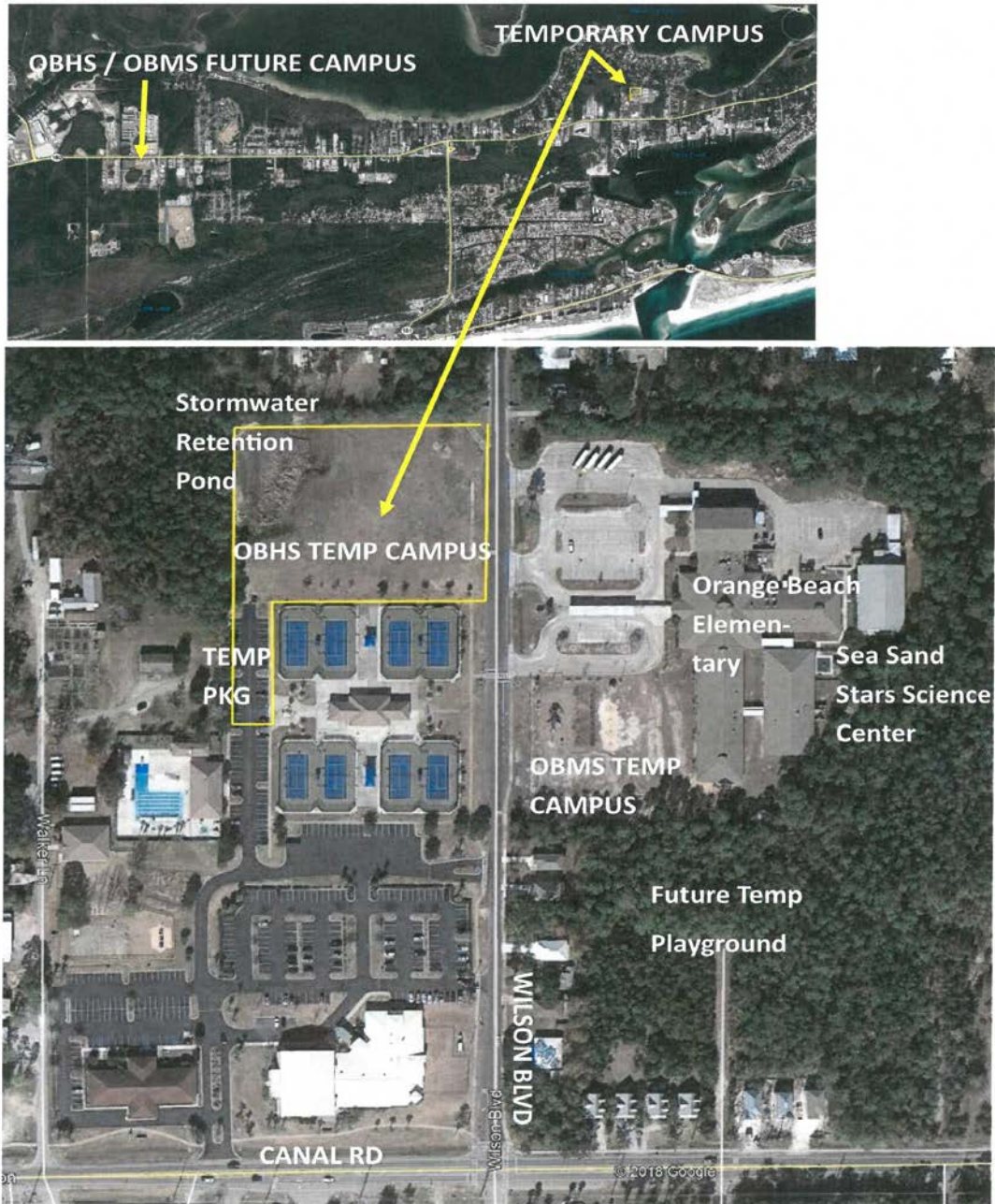
Given under my hand and official seal this the ____ day of _____, 2023.

[SEAL]

Notary Public
My Commission Expires: _____

EXHIBIT A

Description of Premises



LICENSE AGREEMENT

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

In consideration of the mutual promises, covenants and agreements set forth herein, the parties hereto do hereby agree as follows:

- 1. AGREEMENT TO LICENSE.** Licensor grants to Licensee the exclusive right of possession, occupancy and use with respect to that certain land located in the City of Orange Beach, Baldwin County, Alabama, and more particularly described on Exhibit A attached hereto and made a part hereof (the “Land”), together with all buildings and other improvements now located, or hereafter erected, on the Land, together with all fixtures now or in the future installed or erected in or upon the Land or on any such improvements (the “Improvements”) (the Land, the Improvements, and all rights, privileges easements, and appurtenances to the Land, the “Premises”). The license granted hereunder is coupled with an interest.
- 2. TERM.** The term of this License shall commence as of the Effective Date, and shall continue for a period of twenty-four (24) months. Licensee may extend the license term for an additional twelve (12) months, upon approval by Licensor, such approval not to be unreasonably denied. Licensee shall have the right, at any time, without cause, to terminate this License, by affording Licensor at least thirty (30) days advance notice of termination.
- 3. LICENSE FEE.** Licensee shall pay a fixed license fee to Licensor in the amount of \$100 per year.
- 4. UTILITIES.** Licensee will pay all utility services that Licensee uses on the Premises. If and to the extent that utility access is needed from Licensor’s adjacent property, Licensor agrees to cooperate with Licensee in obtaining all necessary utility access to the Premises and to grant such easements as are reasonably necessary to achieve the same.
- 5. USE.** Licensee shall have the right to use the Premises for the temporary location of Fire Station No. 5, so long as such use does not interfere with the operations of Licensor’s school facilities located on Licensor’s property to the west of the Premises.
- 6. CONSTRUCTION, DEMOLITION AND ALTERATIONS.** Licensee may, at its sole option and at its cost and expense, make any additions, replacements, changes, alterations, installations, repairs or improvements on the Premises as it may desire with prior written approval of Licensor which shall not be unreasonably withheld. Any Improvements existing as of the Effective Date together with any alterations thereto shall be and remain the property of the Licensor throughout the term of the License. Any Improvements constructed subsequent to the

Effective Date and any alterations thereto (collectively, “New Improvements”) shall be and remain the property of the Licensee throughout the term of this License.¹

7. END OF TERM. Upon the expiration or sooner termination of this License, (i) Licensee will surrender the Premises and will remove therefrom any trade fixtures, equipment or other personal property owned by Licensee, and (ii) all New Improvements on the Land shall become the property of Licensors at no cost to Licensors, on an “as is” basis, without representation or warranty by Licensee.

8. EVENTS OF DEFAULT. The following occurrences are each an “Event of Default” on the part of the Licensee: (a) Licensee shall fail to pay the annual license fee when and as due, and the default continues for ten (10) days after written notice from Licensors; or (b) Licensee breaches any of the other agreements, terms, covenants, or conditions that this License requires Licensee to perform, and the breach continues for a period of ninety (90) days after written notice by Licensors to Licensee.

9. REMEDIES. Upon the occurrence of an uncured Event of Default, then Licensors may, as its sole and exclusive remedy, terminate this License, in which event Licensee shall promptly surrender possession of the Premises to Licensors.

10. COVENANT OF QUIET ENJOYMENT. Licensee’s possession of the Premises will not be disturbed by Licensors or any persons claiming by or through Licensors.

11. LIABILITY OF LICENSOR. Licensors shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the Premises by Licensee, its agents, employees or invitees or caused by or arising from any act or omission of Licensee, or any of its agents, employees or invitees, unless such loss, damage or injury is a result of the gross negligence or willful misconduct of Licensors.

12. INSURANCE. To the extent that Licensee has an insurable interest herein, Licensee shall obtain and keep in force “all risk” coverage insurance in the customary form in the vicinity where the Premises is located insuring the replacement value of the Improvements. Licensee will obtain and keep in force during the term hereof, commercial general liability insurance with a combined single limit of not less than Five Hundred Thousand Dollars (\$500,000.00), with respect to the use or occupancy of the Premises.

13. COUNTERPARTS. This License may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14. RECORDING. Either party may record this License at its expense.

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¹ This concept needs to be considered in connection with any improvements that may have been made by the City under the old license agreement. Does the City need to own any improvements that it has already made (if it has made any such improvements)?

IN WITNESS WHEREOF, Licensor and Licensee have caused this License Agreement to be duly executed by its duly authorized representative effective as of the Effective Date.

LICENSEE:

CITY OF ORANGE BEACH, ALABAMA

By: _____
Tony Kennon, Mayor

Attest:

City Clerk

LICENSOR:

ORANGE BEACH CITY BOARD OF
EDUCATION

By: _____
Randy Wilkes
Its Superintendent

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Tony Kennon, whose name as Mayor of the CITY OF ORANGE BEACH, ALABAMA, an Alabama municipal corporation, is signed to the foregoing License Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said License Agreement, he, as such Mayor and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

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

[SEAL]

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
BALDWIN COUNTY)

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

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

[SEAL]

Notary Public
My Commission Expires: _____

Exhibit A

Description of Premises

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY AS SHOWN IN YELLOW OUTLINE ON THE AERIAL DIAGRAM ATTACHED HERETO AS EXHIBIT A-
1

COMMENCING AT THE SOUTHWEST CORNER OF LOT 21, SWEETWATER BAYOU, AS RECORDED AS SLIDE 2017-A, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN S89°53'37"E, ALONG THE SOUTH LINE OF SAID SWEETWATER BAYOU, AN EXTENSION THEREOF, 698.38 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SWEETWATER DRIVE AND THE POINT OF BEGINNING. THENCE RUN N00°11'47"E, ALONG SAID EAST RIGHT-OF-WAY LINE, 1260.43 FEET TO THE POINT OF INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF ALABAMA STATE HIGHWAY NUMBER 180; THENCE RUN N89°49'32"E, LEAVING SAID EAST RIGHT-OF-WAY LINE AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, 1335.75 FEET TO A POINT; THENCE RUN S64°23'45"E, LEAVING SAID SOUTH RIGHT-OF-WAY LINE, 58.15 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF WILLIAM SILVERS PARKWAY; THENCE RUN S00°01'18"E, ALONG SAID WEST RIGHT-OF-WAY LINE, 1229.81 FEET TO A POINT; THENCE RUN S89°36'26"W, LEAVING SAID WEST RIGHT-OF-WAY LINE, 1393.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

LOT 1, CROWN COMMUNICATIONS TOWER SUBDIVISION, AS RECORDED AT SLIDE 2057-C, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA.

THE ABOVE DESCRIBED PROPERTY ALSO BEING THAT SAME PROPERTY AS DESCRIBED IN INSTRUMENT NUMBER 1764335, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA. CONTAINING 39.91 ACRES MORE OR LESS AND LYING IN SECTION 1, TOWNSHIP 9 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA.

Exhibit A-1

Aerial Diagram



LICENSE AGREEMENT

(K-4 Expect Excellence Program)

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

WHEREAS, Licensor owns and operates an elementary school (the “School”) on the land located in the City of Orange Beach, Baldwin County, Alabama, and more particularly described on Exhibit A attached hereto and made a part hereof (the “Land”), with an address of 4900 South Wilson Boulevard, Orange Beach, Alabama 36561; and

WHEREAS, Licensee provides and operates a free after school program for Pre-K and elementary school students called “Expect Excellence” (the “Program”) at Licensee’s Recreation Center located at 4849 Wilson Boulevard, Orange Beach, Alabama 36561 (the “Recreation Center”); and

WHEREAS, the facilities at the Recreation Center are not suitable to accommodate the K-4 age level of attendees of the Program (the “K-4 Attendees”); and

WHEREAS, the parties hereto desire that the Licensee provide the Program for the K-4 Attendees at the School; and

WHEREAS, the Program provides a substantial benefit to the Licensor and its students; and

WHEREAS, the parties desire to set forth the terms and conditions by which the Licensee shall be allowed to utilize the School for purposes of providing and operating the Program for K-4 Attendees.

NOW THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the parties hereto do hereby agree as follows:

1. AGREEMENT TO LICENSE. Licensor grants to Licensee the right of possession, occupancy and use with respect to the following areas and amenities of the School, under the terms and conditions stated herein: the cafeteria, the library (space, tables, chairs and television), the pre-K playground, restrooms, hallways, corridors, stairs, water fountains and the conference room adjacent to the library for two cabinets (in order to store supplies therein). For the avoidance of doubt, the use by the Licensee shall include the right to use the parking lots, drive aisles, driveways, sidewalks, walkways and other similar facilities on the Land that are reasonably necessary for the access and use of the School in accordance with the purposes stated herein. The license granted hereunder is coupled with an interest.

2. **TERM.** The term of this License shall commence as of the Effective Date, and shall continue for a period of ninety-nine (99) years, except that the Licensee shall have the unilateral right to terminate this License upon providing written notice of termination to the Licensor at any time.

3. **LICENSE FEE.** Licensee shall pay a fixed license fee to Licensor in the amount of \$100.00 per year.

4. **PERIOD OF USE.** Licensee's period of use for the Program shall generally be Monday through Friday from after school until 6:00 p.m. on the days when school is in session, as well as summer school, if the City conducts the Program during summer school.

5. **CONDITIONS FOR LICENSEE'S USE OF ELEMENTARY SCHOOL.** The Licensee's use shall at all times be under the direction, supervision and control of agents and employees of the Licensee. The Licensor shall not be responsible for supervision of any activities involving the Licensee's use of the School.

6. **LICENSEE'S INSURANCE OBLIGATIONS.** At all times that the Licensee utilizes the School, it shall maintain, at its sole cost, general liability insurance with such coverages and in such amounts as mutually agreed upon by the Licensee and the Licensor. All insurance shall be carried by insurance companies authorized to transact business in the State of Alabama, selected by the Licensee. The Licensor shall be named as an additional insured on all policies purchased in satisfaction of the requirements contained in this Section.

7. **WAIVER OF SUBROGATION.** To the extent permitted by the Alabama Department of Risk Management State Insurance Fund, the Licensor waives any and all rights to recover against the Licensee or any of its officers or employees, for any loss or damage arising from any cause covered by any insurance carried by the Licensor.

8. **CODE COMPLIANCE.** The Licensor will be solely responsible for the compliance of the School (including all parking lots, drive aisles, driveways, sidewalks and walkways), with all applicable building codes, laws, ordinances, orders, rules and regulations whether local, state, federal, or promulgated by other agencies or bodies having jurisdiction over the School, including the Americans with Disabilities Act.

9. **SYSTEMS MAINTENANCE.** The Licensor will, at its sole cost and expense, maintain the School and make repairs, restorations and replacements to the School as and when needed to maintain it in appropriate condition for its use for the Program.

10. **JANITORIAL SERVICES.** The Licensor will provide janitorial services for the School.

11. **UTILITIES.** The Licensor shall ensure that water, sewer, electricity, gas and telecommunications utility services are available to the School, and shall be responsible for the payment of the utility charges therefor.

12. EVENTS OF DEFAULT. The following occurrences are each an “Event of Default” on the part of the Licensee: (a) Licensee shall fail to pay the annual license fee when and as due, and the default continues for thirty (30) days after written notice from Licensor; or (b) Licensee breaches any of the other agreements, terms, covenants, or conditions that this License requires Licensee to perform, and the breach continues for a period of ninety (90) days after written notice by Licensor to Licensee.

13. REMEDIES. Upon the occurrence of an uncured Event of Default, then Licensor may, as its sole and exclusive remedy, terminate this License, in which event Licensee shall promptly surrender possession of the School to Licensor. However, Licensor shall not be entitled to terminate this License due to such an uncured Event of Default, unless the written notice of such default (i) contains a conspicuous statement that Licensor will terminate the License if such default is not cured within such cure period, and (ii) is conclusively shown to have been delivered to and received by both the Mayor and the City Administrator, at the Orange Beach City Hall.

14. COVENANT OF QUIET ENJOYMENT. Licensee’s possession of the School will not be disturbed by Licensor or any persons claiming by or through Licensor.

15. LIABILITY OF LICENSOR. Licensor shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the School by Licensee, its agents, employees or invitees or caused by or arising from any act or omission of Licensee, or any of its agents, employees or invitees, unless such loss, damage or injury is a result of the gross negligence or willful misconduct of Licensor.

16. RECORDING. The Licensee shall have the right to record this Agreement or a memorandum hereof (in such form as it reasonably determines) against the School in the real estate records of the Office of the Judge of Probate of Baldwin County, Alabama.

17. CONSTRUCTION. “Including” or “include” shall mean including (or include) without limitation.

18. COUNTERPARTS. This License may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Licensor and Licensee have caused this License Agreement to be duly executed by its duly authorized representative effective as of the Effective Date.

LICENSEE:

CITY OF ORANGE BEACH, ALABAMA

By: _____
Tony Kennon, Mayor

Attest:

City Clerk

LICENSOR:

ORANGE BEACH CITY BOARD OF
EDUCATION

By: _____
Randy Wilkes, Superintendent

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Tony Kennon, whose name as Mayor of the CITY OF ORANGE BEACH, ALABAMA, an Alabama municipal corporation, is signed to the foregoing License Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said License Agreement, he, as such Mayor and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

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

[SEAL]

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
BALDWIN COUNTY)

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

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

[SEAL]

Notary Public
My Commission Expires: _____

Exhibit A

Description of the Land

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FOURTH STREET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1, BLOCK 9, BEAR POINT HEIGHTS, AS RECORDED IN PLAT BOOK 1, PAGE 153, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY ALABAMA; THENCE RUN S00°13'23"W, LEAVING SAID SOUTH RIGHT-OF-WAY LINE, 399.97 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THIRD STREET; THENCE RUN S89°21'30"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, 500.00 FEET TO THE POINT OF INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE AND THE EAST RIGHT-OF-WAY LINE OF AVENUE D; THENCE RUN N00°09'31"E, LEAVING SAID NORTH RIGHT-OF-WAY LINE AND ALONG SAID EAST RIGHT-OF-WAY LINE, 100.02 FEET TO A POINT; THENCE RUN S89°23'41"W, LEAVING SAID EAST RIGHT-OF-WAY LINE AND ALONG THE NORTH LINE OF LOTS 7 AND 10, BLOCK 7, SAID BEAR POINT HEIGHTS, AN EXTENSION THEREOF, 350.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF WILSON BOULEVARD; THENCE RUN N00°10'58"E, ALONG SAID EAST RIGHT-OF-WAY LINE, 726.00 FEET TO THE POINT OF INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF FIFTH STREET; THENCE RUN N89°29'40"E, LEAVING SAID EAST RIGHT-OF-WAY LINE AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, 650.00 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE AND THE WEST RIGHT-OF-WAY LINE OF AVENUE C; THENCE RUN S00°08'26"W, LEAVING SAID SOUTH RIGHT-OF-WAY LINE AND ALONG SAID WEST RIGHT-OF-WAY LINE, 425.10 FEET TO THE POINT OF INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE AND SAID SOUTH RIGHT-OF-WAY LINE OF FOURTH STREET; THENCE RUN N89°14'58"E, LEAVING SAID WEST RIGHT-OF-WAY LINE AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, 200.00 FEET TO THE POINT OF BEGINNING. CONTAINING 13.35 ACRES MORE OR LESS AND LYING IN GRANT SECTION 12, TOWNSHIP 9 SOUTH, RANGE 5 EAST, BALDWIN COUNTY, ALABAMA.

LICENSE AGREEMENT

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

WHEREAS, Licensor owns and operates a high school and middle school (the “School”) on the land located in the City of Orange Beach, Baldwin County, Alabama, and more particularly described on Exhibit A attached hereto and made a part hereof (the “Land”); and

WHEREAS, Licensor recently acquired the Land and the School from the Baldwin County Board of Education (“BCBE”); and

WHEREAS, BCBE recently constructed the School; and

WHEREAS, the Licensee contributed a significant amount of funds for the construction of the School and of various amenities and components thereof, including paying substantially all of the cost for the construction of the Performing Arts Center located on the Land (the “Performing Arts Center”), in the area shown on Exhibit B attached hereto and made a part hereof; and

WHEREAS, BCBE and Licensee were parties to an agreement whereby Licensee was expressly permitted to use the Performing Arts Center, and pursuant to which Licensee contributed \$10,167,603 towards the construction of the Performing Arts Center (such amount, together with the amount of any future expenditures by the Licensee for capital improvements to the Performing Arts Center, including those under Section 15 hereof, the “Contribution Amount”), and Licensee continues to provide financial support to Licensor for the Performing Arts Center; and

WHEREAS, the Licensor received the benefit of the Licensee’s financial contribution to the construction of the School and the Performing Arts Center in connection with its acquisition of the Land and School through a reduction of purchase price for the acquisition of the School and the Performing Arts Center, and continues to receive the benefit of financial support from Licensee in relation to the Performing Arts Center; and

WHEREAS, the parties desire to set forth the terms and conditions by which the Licensee shall be allowed to continue to use the Performing Arts Center.

NOW THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the parties hereto do hereby agree as follows:

1. AGREEMENT TO LICENSE. Licensor grants to Licensee the right of possession, occupancy and use with respect to the Performing Arts Center under the terms and conditions stated herein. The license granted hereunder is coupled with an interest.

2. **TERM.** The term of this License shall commence as of the Effective Date, and shall continue for a period of ninety-nine (99) years, except that the Licensee shall have the unilateral right to terminate this License upon providing written notice of termination to the Licensor at any time.

3. **LICENSE FEE.** Licensee shall pay a fixed license fee to Licensor in the amount of \$100.00 per year.

4. **USE OF PERFORMING ARTS CENTER DURING OPERATIONAL HOURS.** Daily Monday through Friday until 5:00 p.m. on the days when school is in session, including summer school (the “Operational Hours”), the Licensor shall have primary use and control of the Performing Arts Center. The Licensee may, however, request to use the Performing Arts Center during Operational Hours if the proposed use does not interfere with normal educational activities and such use is approved by the Superintendent, such approval not to be unreasonably withheld. The Operational Hours schedule shall be maintained by the Superintendent, or such staff member as may be designated in writing by the Superintendent. All requests by the Licensee to use the Performing Arts Center during Operational Hours shall be made by the City Administrator, or such other person designated in writing by the Mayor. All written designations shall be furnished to the School Principal, the Superintendent, the Mayor, the City Administrator, and such person the subject of such designation. Except as otherwise provided herein, the Licensee shall provide as much advance notice as reasonably possible, but in no event less than 24-hours’ notice of any requested usage of the Performing Arts Center during Operational Hours.

5. **USE OF PERFORMING ARTS CENTER OUTSIDE OF OPERATIONAL HOURS.** Outside of Operational Hours (including Saturdays and Sundays, summers, holidays and any other time the school is not in session), the Licensee shall have primary use and control of the Performing Arts Center, and during such times that the Licensee does so use it, such use shall be an exclusive right of occupancy of the Performing Arts Center. For the avoidance of doubt, the use by the Licensee shall include the right to use the parking lots, drive aisles, driveways, sidewalks, walkways and other similar facilities on the Land that are reasonably necessary for the access and use of the Performing Arts Center in accordance with its intended purpose. The Licensor may, however, request to use the Performing Arts Center outside of Operational Hours if the proposed use does not interfere with the Licensee’s activities, and such use is approved by the City Administrator or Mayor; such approval not to be unreasonably withheld. The outside Operational Hours schedule shall be maintained by the City Administrator or such other person designated in writing by the Mayor. All requests by the Licensor to use the Performing Arts Center outside of Operational Hours shall be made by the School Principal or the Superintendent. The Licensor shall provide as much advance notice as reasonably possible, but in no event less than 24-hours’ notice of any requested usage of the Performing Arts Center outside of Operational Hours.

6. **CONDITIONS FOR LICENSEE’S USE OF PERFORMING ARTS CENTER.** Regardless of timing, the Licensee’s use of the Performing Arts Center shall be solely and exclusively for the promotion and advancement of education, music, the arts,

recreation and any other use serving a public purpose. Notwithstanding the foregoing, the Licensee: (i) may use or allow third-party designees to use the Performing Arts Center for fundraising events; (ii) may charge admission fees; and (iii) may offer concessions for sale during all Licensee or Licensee-sponsored events.

(a) The Licensee's use shall at all times be under the direction, supervision and control of agents and employees of the Licensee. The Licensor shall not be responsible for supervision of any activities involving the Licensee's use thereof.

(b) The Licensee's use shall be at no additional cost or expense; provided, however, following any period of use by the Licensee, the Licensee shall restore the Performing Arts Center to the condition that existed immediately prior to the use thereof, reasonable wear and tear excepted.

(c) The Licensee will be afforded access to the administrative offices in the Performing Arts Center during Operational Hours as needed to facilitate and coordinate its use of the Performing Arts Center. The City Administrator shall be provided keys to the Performing Arts Center and any other information needed (security codes as applicable) to gain access and use. All Licensee personnel accessing the facility shall be subject to the Licensor's reasonable rules, such as background checks and other reasonable requirements for non-school system personnel to have access to the School.

6.1 SPECIAL USE PROVISIONS.

(a) Designated Office. The Licensee shall be provided with a designated office in the Performing Arts Center for the Licensee's creative arts director (or such other similar position that the Licensee may designate in the future), on a full-time basis (regardless of Operational Hours). Licensee shall have exclusive rights of occupancy as to such office, and shall be furnished the keys to such office and any other information needed (security codes as applicable) to gain access and use, and shall be afforded access to and from such office at all times.

(b) Connecting Corridor. It is acknowledged that the interior passageway connecting the Performing Arts Center to the School (the "Connecting Corridor") was designed and constructed as a "safe room" to be able to withstand high winds and storms. In the event of a serious storm or threat thereof, Licensee shall be permitted to use the Connecting Corridor for its essential, rescue and safety personnel, and shall be afforded keys to such Connecting Corridor (if any special or different keys are required other than the keys to the Performing Arts Center) and any other information needed (security codes as applicable) to gain access and use, and shall be afforded access to such Connecting Corridor in the event of a serious storm or threat thereof.

7. LICENSEE'S INSURANCE OBLIGATIONS. At all times that the Licensee utilizes the Performing Arts Center, it shall maintain, at its sole cost, general liability insurance with such coverages and in such amounts as mutually agreed upon by the Licensee and the Licensor. All insurance shall be carried by insurance companies authorized to transact business

in the State of Alabama, selected by the Licensee. The Licensors shall be named as an additional insured on all policies purchased in satisfaction of the requirements contained in this Section.

8. LICENSOR'S INSURANCE OBLIGATIONS. The Licensors shall obtain and keep in force replacement cost value coverage through the Alabama Department of Risk Management State Insurance Fund (the "Fund") on the Performing Arts Center and all appurtenances thereto. The Licensors shall furnish the Licensee evidence that such policy is in full force and effect, upon request from time to time by the Licensee. Such policy shall contain a customary provision affording the Licensee notice in writing in advance of any cancellation or lapse of coverage. To the extent permitted by the Fund, the Licensors waive any and all rights to recover against the Licensee or any of its officers or employees, for any loss or damage arising from any cause covered by any insurance carried by the Licensors.

9. CODE COMPLIANCE. The Licensors will be solely responsible for the compliance of the Performing Arts Center (including all parking lots, drive aisles, driveways, sidewalks and walkways), with all applicable building codes, laws, ordinances, orders, rules and regulations whether local, state, federal, or promulgated by other agencies or bodies having jurisdiction over the Performing Arts Center, including the Americans with Disabilities Act.

10. SYSTEMS MAINTENANCE. The Licensors will, at its sole cost and expense, maintain the Performing Arts Center and make repairs, restorations and replacements to the Performing Arts Center, including the heating systems, ventilating systems, air conditioning systems, mechanical systems, electrical systems, plumbing systems, speaker systems, signs, fire sprinklers (including heads and pipes), structural systems, roof, walls, ceilings, windows, doors, plate glass, lateral supports, foundations, restrooms, parking areas, sidewalks, gutters, downspouts, drains, sewer and storm water pipes, utility lines and pipes, entrance areas, dumpster areas, indoor and outdoor lighting, lawns, shrubbery and other landscaping, and all fixtures and appurtenances to the Performing Arts Center as and when needed to preserve them in the same general condition as they were as of the date of substantial completion thereof, normal wear and tear, casualty and condemnation excepted, and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or noncapital.

(a) All repairs, restorations and replacements will be in quality and class equal to or better than the original work or installations.

(b) In furtherance thereof, the Licensors shall (i) maintain the Performing Arts Center in a clean and attractive condition, (ii) replace promptly any cracked or broken glass of the Performing Arts Center with glass of like grade and quality; (iii) maintain a pest extermination program for the Performing Arts Center, (iv) maintain a termite and wood infestation prevention program for the Performing Arts Center, and (v) maintain an HVAC maintenance program. The Licensors agree to keep the parking areas and sidewalks clean and in good repair.

11. JANITORIAL SERVICES. The Licensors will provide janitorial services for the Performing Arts Center during Operational Hours and following periods of usage by the

Licensors pursuant to Section 5 above. The Licensee will provide janitorial services for the Performing Arts Center outside of Operational Hours and following periods of usage by the Licensee during Operational Hours pursuant to Section 4 above.

12. UTILITIES. The Licensor shall ensure that water, sewer, electricity, gas and telecommunications utility services are available to the Performing Arts Center, and shall be responsible for the payment of the utility charges therefor, including the reasonable usage of the Performing Arts Center by the Licensee.

13. CASUALTY LOSS. If the Performing Arts Center is damaged or destroyed by fire, wind, hurricane or other casualty, the Licensor shall restore the Performing Arts Center to substantially the same condition as before the damage occurred as soon as practicable unless otherwise agreed upon in writing by the parties hereto.

14. CONDEMNATION. In the event all or any portion of the Performing Arts Center is taken in condemnation proceedings, the condemnation proceeds shall be used to reimburse the Licensee for the Contribution Amount, and upon payment in full to the Licensee of the Contribution Amount, any remaining condemnation proceeds shall be the property of the Licensor.

15. ALTERATIONS AND IMPROVEMENTS. Neither party will make any alterations or improvements to the Performing Arts Center without the prior written consent of the other party, which consent will not be unreasonably withheld.

Notwithstanding the foregoing, the Licensee shall be allowed to renovate the lobby of the Performing Arts Center, at its cost and expense. The Licensee shall be responsible for the design and construction, with such architects and contractors of its choosing. The Licensee shall submit pre-construction plans to the Licensor for review. Licensee agrees to use good faith efforts to minimize any interference or disruption with school activities or events.

15.1 PERFORMANCE SETS, PROPS AND STORAGE. The parties agree to work together to coordinate any production sets or props which are intended to remain on stage for a period longer than a one-time or single production use (an "Extended Set"). If a party desires to place an Extended Set on stage, such party shall notify the other party at least two (2) weeks in advance of the nature of the Extended Set and the anticipated timeframe in which such Extended Set would remain on stage. A party will not be permitted to keep an Extended Set on stage in excess of 60 days without the prior written consent of the other party, such consent not to be unreasonably withheld. All production props, costumes and other performance related items shall be stored away when not in use so as not to interfere with the other party's use of the Performing Arts Center. Any items which cannot be stored away according to this Section must be removed unless both parties provide written approval in writing otherwise.

16. SIGNAGE. The signage for the Performing Arts Center shall be subject to mutual approval by both parties.

17. EVENTS OF DEFAULT. The following occurrences are each an “Event of Default” on the part of the Licensee: (a) Licensee shall fail to pay the annual license fee when and as due, and the default continues for thirty (30) days after written notice from Licensors; or (b) Licensee breaches any of the other agreements, terms, covenants, or conditions that this License requires Licensee to perform, and the breach continues for a period of ninety (90) days after written notice by Licensors to Licensee.

18. REMEDIES. Upon the occurrence of an uncured Event of Default, then Licensors may, as its sole and exclusive remedy, terminate this License, in which event Licensee shall promptly surrender possession of the Performing Arts Center to Licensors. However, Licensors shall not be entitled to terminate this License due to such an uncured Event of Default, unless the written notice of such default (i) contains a conspicuous statement that Licensors will terminate the License if such default is not cured within such cure period, and (ii) is conclusively shown to have been delivered to and received by both the Mayor and the City Administrator, at the Orange Beach City Hall.

19. COVENANT OF QUIET ENJOYMENT. Licensee’s possession of the Performing Arts Center will not be disturbed by Licensors or any persons claiming by or through Licensors.

20. LIABILITY OF LICENSOR. Licensors shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the Performing Arts Center by Licensee, its agents, employees or invitees or caused by or arising from any act or omission of Licensee, or any of its agents, employees or invitees, unless such loss, damage or injury is a result of the gross negligence or willful misconduct of Licensors.

21. RIGHT OF FIRST REFUSAL. In the event that the Licensors desires to sell, transfer, convey, exchange or grant (a “Transfer”) the Performing Arts Center to a third party (a “Proposed Transferee”), the Licensors shall provide the Licensee with a copy of any bona fide, written offer (the “Offer”) from such Proposed Transferee, setting forth the material terms and conditions of the Transfer. The Licensee shall have the right for a period of twenty (20) days following receipt of the Offer, to elect to acquire the interest proposed to be transferred from the Licensors to the Proposed Transferee (the “Right of First Refusal”) on the terms and conditions set forth in the Offer, except as otherwise provided herein. The Licensee shall exercise its Right of First Refusal by giving written notice to the Licensors, specifying a date not more than sixty (60) days after the date of exercise of the Right of First Refusal, on which the Licensee and Licensors will complete the closing on the Transfer. The Licensee shall receive a credit against the purchase price in an amount equal to the Contribution Amount. Additionally, the conveyance to the Licensee shall include either fee simple to the parking areas, drive aisles, driveways, sidewalks and walkways which generally serve the Performing Arts Center (or appropriate easements therefor), as well as any reasonably necessary easements for utilities, egress and ingress. In the event that the Licensee does not timely elect to exercise its Right of First Refusal, the Licensors shall be free to complete the Transfer to the Proposed Transferee in substantial accordance with the Offer. Upon any Transfer (to a party other than the Licensee), this Agreement shall remain in force and effect. If the Licensee proceeds to closing pursuant to the Right of First Refusal, the Licensors shall deliver to the Licensee a statutory warranty deed

against delivery of the purchase price for the property (taking into account the credit described above), subject to the following exceptions to title: (i) any matters which are in existence on the date that the Licensor acquired title to the Land, (ii) any matters shown on the subdivision plat for the Land, if applicable, (iii) liens for ad valorem taxes and general and special assessments not yet due and payable, (iv) utility, access, drainage and other easements and rights of way, mineral rights, restrictions and exceptions none of the foregoing of which, individually or in the aggregate, materially interfere with or impair the use of the Performing Arts Center, and (v) such other minor defects, irregularities, encumbrances, easements, rights of way and clouds on title (including zoning and other similar restrictions and regulations) as customarily exist with respect to properties similar in character to the Performing Arts Center and would not in the aggregate materially impair the title or interest of the Licensee in acquiring the Performing Arts Center.

22. **RECORDING.** The Licensee shall have the right to record this Agreement or a memorandum hereof (in such form as it reasonably determines) against the Performing Arts Center in the real estate records of the Office of the Judge of Probate of Baldwin County, Alabama.

23. **CONSTRUCTION.** “Including” or “include” shall mean including (or include) without limitation.

24. **COUNTERPARTS.** This License may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Licensor and Licensee have caused this License Agreement to be duly executed by its duly authorized representative effective as of the Effective Date.

LICENSEE:

CITY OF ORANGE BEACH, ALABAMA

By: _____
Tony Kennon, Mayor

Attest:

City Clerk

LICENSOR:

ORANGE BEACH CITY BOARD OF
EDUCATION

By: _____
Randy Wilkes, Superintendent

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Tony Kennon, whose name as Mayor of the CITY OF ORANGE BEACH, ALABAMA, an Alabama municipal corporation, is signed to the foregoing License Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said License Agreement, he, as such Mayor and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

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

[SEAL]

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
BALDWIN COUNTY)

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

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

[SEAL]

Notary Public
My Commission Expires: _____

Exhibit A

Description of the Land

COMMENCING AT THE SOUTHWEST CORNER OF LOT 21, SWEETWATER BAYOU, AS RECORDED AS SLIDE 2017-A, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN S89°53'37"E, ALONG THE SOUTH LINE OF SAID SWEETWATER BAYOU, AN EXTENSION THEREOF, 698.38 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SWEETWATER DRIVE AND THE POINT OF BEGINNING. THENCE RUN N00°11'47"E, ALONG SAID EAST RIGHT-OF-WAY LINE, 1260.43 FEET TO THE POINT OF INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF ALABAMA STATE HIGHWAY NUMBER 180; THENCE RUN N89°49'32"E, LEAVING SAID EAST RIGHT-OF-WAY LINE AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, 1335.75 FEET TO A POINT; THENCE RUN S64°23'45"E, LEAVING SAID SOUTH RIGHT-OF-WAY LINE, 58.15 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF WILLIAM SILVERS PARKWAY; THENCE RUN S00°01'18"E, ALONG SAID WEST RIGHT-OF-WAY LINE, 1229.81 FEET TO A POINT; THENCE RUN S89°36'26"W, LEAVING SAID WEST RIGHT-OF-WAY LINE, 1393.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

LOT 1, CROWN COMMUNICATIONS TOWER SUBDIVISION, AS RECORDED AT SLIDE 2057-C, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA.

THE ABOVE DESCRIBED PROPERTY ALSO BEING THAT SAME PROPERTY AS DESCRIBED IN INSTRUMENT NUMBER 1764335, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA. CONTAINING 39.91 ACRES MORE OR LESS AND LYING IN SECTION 1, TOWNSHIP 9 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA.

Exhibit B

Aerial View



23908 Canal Rd
Orange Beach, AL 36561

PASSENGER VEHICLE USAGE AGREEMENT

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

WHEREAS, the Board owns and operates an elementary school and a high school/middle school in Orange Beach, Alabama; and

WHEREAS, the City owns a number of passenger vehicles that it uses for municipal purposes (the “Passenger Vehicles”); and

WHEREAS, in connection with its operation of such schools, the Board, from time to time, desires to utilize the Passenger Vehicles for purposes of certain school activities and events (“School Activities”), at such times as the Passenger Vehicles are not being used by the City for municipal functions; and

WHEREAS, the Board is allowing the City to use certain Board properties and facilities, without charge, for the benefit of the City, under other agreements between the parties hereto dated on or around the date hereof; and

WHEREAS, the City is willing to allow the Board such right of usage of the Passenger Vehicles on the terms and conditions contained herein.

NOW THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the parties hereto do hereby agree as follows:

1. AGREEMENT TO UTILIZE PASSENGER. The City grants to the Board the right to use certain of the Passenger Vehicles for purposes of School Activities, at such times that the Passenger Vehicles are not being used by the City for municipal functions.

2. TERM. The term of this Agreement shall commence as of the Effective Date, and shall continue for a period of five (5) years, except that the Board shall have the unilateral right to terminate this Agreement upon providing written notice of termination to the City at any time. The term of this Agreement shall automatically renew for successive periods of five (5) years each, unless either party provides the other written notice of termination at least sixty (60) days prior to the end of a five (5) year period. Either party shall have the right to terminate this Agreement if the other party breaches this Agreement and fails to cure the breach within thirty (30) days after having been given written notice by the non-breaching party specifying the nature of the breach.

3. PERIOD OF USE. When the Board desires to use one or more Passenger Vehicles for a School Activity, the Board shall contact the City Administrator or such staff

member as may be designated in writing by the City Administrator, to request usage of the Passenger Vehicles. Such request shall specify the date(s) of the School Activity, the name of the School Activity, and the number of Passenger Vehicles desired for such School Activity. So long as the date and time of such proposed usage would be outside of the hours that the City utilizes the Passenger Vehicles for municipal purposes and so long as the City does not otherwise need to utilize such Passenger Vehicles during the requested time, the City agrees to grant the Board the right to use the requested Passenger Vehicles for such School Activity.

4. **LOGISTICS OF USE.** The City shall specify which Passenger Vehicles are to be used by the Board as to a particular School Activity, based on the number of Passenger Vehicles requested. The City shall make the keys to the applicable Passenger Vehicles available to the Board at a reasonable time prior to the time of usage. Upon the conclusion of the usage, the Board shall return the Passenger Vehicles and the keys to the Passenger Vehicles to the City.

5. **BOARD'S USE.** During such time of the Board's use of the Passenger Vehicles, (i) the Board shall have exclusive possession and full operational control of the Passenger Vehicles, and (ii) the Board will ensure that any individuals who drive the Passenger Vehicles are properly licensed for such uses.

6. **FUEL.** The Board shall be responsible for fuel costs for its usage of the Passenger Vehicles. The Board shall endeavor to return the Passenger Vehicles after their use with the same amount or more fuel than prior to the usage.

7. **BOARD'S INSURANCE OBLIGATIONS.** At all times that the Board utilizes the Passenger Vehicles, it shall maintain, at its sole cost, general liability insurance with such coverages and in such amounts as mutually agreed upon by the parties hereto. All insurance shall be carried by insurance companies authorized to transact business in the State of Alabama, selected by the Board. The City shall be named as an additional insured on all policies purchased in satisfaction of the requirements contained in this Section.

8. **WAIVER OF SUBROGATION.** To the extent permitted by the City's insurers, the City waives any and all rights to recover against the Board or any of its officers or employees, for any loss or damage arising from any cause covered by any insurance carried by the City.

9. **MECHANICAL FAILURES.** In the event of any mechanical failure of a Passenger Vehicle while in the Board's use, which prevents it from being driven, the Board agrees to have the Passenger Vehicle towed to a repair shop in the area, of the City's choosing. The City, however, shall be responsible for the cost of such repairs, unless the damage was caused by the gross negligence or willful misconduct of the Board, in which case, the Board shall be responsible for the cost of such repairs.

10. **THEFT, COLLISION OR OTHER CASUALTY.** The City shall maintain theft, collision and casualty insurance on the Passenger Vehicles, for the replacement value thereof. In the event of any theft, collision or casualty damage to a Passenger Vehicle while in the Board's use, the Board shall have no liability or responsibility therefor, it being agreed that

the City will make appropriate claims to its insurer. The Board agrees to cooperate with the City in connection with any such claim.

11. HOLD HARMLESS. The Board hereby releases and saves harmless the City from any loss, damage, or injury of any kind or character to any person or property arising from any use of a Passenger Vehicle by the Board, its agents, employees or invitees or caused by or arising from any act or omission of the Board, or any of its agents, employees or invitees, unless such loss, damage or injury is a result of the gross negligence or willful misconduct of the City.

12. REGULATORY COMPLIANCE. The City agrees to keep and maintain the Passenger Vehicles in good and serviceable condition, and in accordance with all applicable laws; in no event, however, shall the City be required to comply with the Alabama Minimum Specifications for School Buses. The City shall ensure that the license tags on the Passenger Vehicles are current, and that all information legally required to be kept on board the Passenger Vehicles is so kept. The City shall maintain accurate and complete records of all repairs and maintenance of the Passenger Vehicles and allow the Board to inspect those records at any time, upon request. The City will maintain in good standing all permits and licenses required by any governmental authority for the operation, use, maintenance or storage of a Passenger Vehicle.

13. CONSTRUCTION. “Including” or “include” shall mean including (or include) without limitation.

14. COUNTERPARTS. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Board have caused this Passenger Vehicle Usage Agreement to be duly executed by its duly authorized representative effective as of the Effective Date.

CITY:

CITY OF ORANGE BEACH, ALABAMA

By: _____
Tony Kennon, Mayor

Attest:

City Clerk

BOARD:

ORANGE BEACH CITY BOARD OF
EDUCATION

By: _____
Randy Wilkes, Superintendent

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Tony Kennon, whose name as Mayor of the CITY OF ORANGE BEACH, ALABAMA, an Alabama municipal corporation, is signed to the foregoing Passenger Vehicle Usage Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Passenger Vehicle Usage Agreement, he, as such Mayor and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

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

[SEAL]

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
BALDWIN COUNTY)

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

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

[SEAL]

Notary Public
My Commission Expires: _____

SCHOOL BUS USAGE AGREEMENT

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

WHEREAS, the Board owns and operates an elementary school and a high school/middle school in Orange Beach, Alabama; and

WHEREAS, in connection with its operation of such schools, the Board owns a number of school buses (the “Buses”); and

WHEREAS, from time to time, the City hosts, sponsors or promotes certain events and festivals in and around the City (“Events”); and

WHEREAS, the City desires to utilize the Buses for purposes of shuttling attendees and event staff to and from Events, at such times as the Buses are not being used by the Board for school functions; and

WHEREAS, the City is allowing the Board to use certain City properties and facilities, without charge, for the benefit of the Board, under other agreements between the parties hereto dated on or around the date hereof; and

WHEREAS, the Board is willing to allow the City such right of usage of the Buses on the terms and conditions contained herein.

NOW THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the parties hereto do hereby agree as follows:

1. AGREEMENT TO UTILIZE BUSES. The Board grants to the City the right to use the Buses for purposes of shuttling attendees and event staff to and from Events, at such times that the Buses are not being used by the Board for school functions.

2. TERM. The term of this Agreement shall commence as of the Effective Date, and shall continue for a period of five (5) years, except that the City shall have the unilateral right to terminate this Agreement upon providing written notice of termination to the Board at any time. The term of this Agreement shall automatically renew for successive periods of five (5) years each, unless either party provides the other written notice of termination at least sixty (60) days prior to the end of a five (5) year period. Either party shall have the right to terminate this Agreement if the other party breaches this Agreement and fails to cure the breach within thirty (30) days after having been given written notice by the non-breaching party specifying the nature of the breach.

3. **PERIOD OF USE.** When the City desires to use one or more Buses for an Event, the City shall contact the Board Superintendent or such staff member as may be designated in writing by the Superintendent, to request usage of the Buses. Such request shall specify the date(s) of the Event, the name of the Event, and the number of Buses desired for such Event. So long as the date and time of such proposed usage would be outside of the hours that the Board utilizes the Buses for school purposes, the Board agrees to grant the City the right to use the requested Buses for such Event.

4. **LOGISTICS OF USE.** The Board shall specify which Buses are to be used by the City as to a particular Event, based on the number of Buses requested. The Board shall make the keys to the applicable Buses available to the City at a reasonable time prior to the time of usage. Upon the conclusion of the usage, the City shall return the Buses and the keys to the Buses to the Board.

5. **CITY'S USE.** During such time of the City's use of the Buses, (i) the City shall have exclusive possession and full operational control of the Buses, and (ii) the City will ensure that any individuals who drive the Buses are properly licensed for such uses.

6. **FUEL.** The City shall be responsible for fuel costs for its usage of the Buses. The City shall endeavor to return the Buses after their use with the same amount or more fuel than prior to the usage.

7. **CITY'S INSURANCE OBLIGATIONS.** At all times that the City utilizes the Buses, it shall maintain, at its sole cost, general liability insurance with such coverages and in such amounts as mutually agreed upon by the parties hereto. All insurance shall be carried by insurance companies authorized to transact business in the State of Alabama, selected by the City. The Board shall be named as an additional insured on all policies purchased in satisfaction of the requirements contained in this Section.

8. **WAIVER OF SUBROGATION.** To the extent permitted by the Alabama Department of Risk Management State Insurance Fund, the Board waives any and all rights to recover against the City or any of its officers or employees, for any loss or damage arising from any cause covered by any insurance carried by the Board.

9. **MECHANICAL FAILURES.** In the event of any mechanical failure of a Bus while in the City's use, which prevents it from being driven, the City agrees to have the Bus towed to a repair shop in the area, of the Board's choosing. The Board, however, shall be responsible for the cost of such repairs, unless the damage was caused by the gross negligence or willful misconduct of the City, in which case, the City shall be responsible for the cost of such repairs.

10. **THEFT, COLLISION OR OTHER CASUALTY.** The Board shall maintain theft, collision and casualty insurance on the Buses, for the replacement value thereof. In the event of any theft, collision or casualty damage to a Bus while in the City's use, the City shall have no liability or responsibility therefor, it being agreed that the Board will make appropriate

claims to its insurer. The City agrees to cooperate with the Board in connection with any such claim.

11. HOLD HARMLESS. The City hereby releases and saves harmless the Board from any loss, damage, or injury of any kind or character to any person or property arising from any use of a Bus by the City, its agents, employees or invitees or caused by or arising from any act or omission of the City, or any of its agents, employees or invitees, unless such loss, damage or injury is a result of the gross negligence or willful misconduct of the Board.

12. REGULATORY COMPLIANCE. The Board agrees to keep and maintain the Buses in good and serviceable condition, and in accordance with all applicable laws, including the Alabama Minimum Specifications for School Buses and the Americans With Disabilities Act. The Board agrees to have the Buses inspected regularly as required by applicable law. The Board shall ensure that the license tags on the Buses are current, and that all information legally required to be kept on board the Buses is so kept. The Board shall maintain accurate and complete records of all repairs and maintenance of the Buses and allow the City to inspect those records at any time, upon request. The Board will maintain in good standing all permits and licenses required by any governmental authority for the operation, use, maintenance or storage of a Bus.

13. CONSTRUCTION. “Including” or “include” shall mean including (or include) without limitation.

14. COUNTERPARTS. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Board have caused this School Bus Usage Agreement to be duly executed by its duly authorized representative effective as of the Effective Date.

CITY:

CITY OF ORANGE BEACH, ALABAMA

By: _____
Tony Kennon, Mayor

Attest:

City Clerk

BOARD:

ORANGE BEACH CITY BOARD OF
EDUCATION

By: _____
Randy Wilkes, Superintendent

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Tony Kennon, whose name as Mayor of the CITY OF ORANGE BEACH, ALABAMA, an Alabama municipal corporation, is signed to the foregoing School Bus Usage Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said School Bus Usage Agreement, he, as such Mayor and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

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

[SEAL]

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
BALDWIN COUNTY)

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

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

[SEAL]

Notary Public
My Commission Expires: _____

RESOLUTION NO. 23-xxx

**A RESOLUTION AWARDING THE ANNUAL BID FOR
DUMPSTER SERVICES TO
BFI WASTE SERVICES, LLC (DBA REPUBLIC SERVICES)
PER UNIT PRICING**

FINDINGS:

1. The annual bid for Dumpster Services was received and opened on February 16, 2023.
2. The Public Works Director has recommended award to the lowest bid meeting specifications from BFI Waste Services, LLC, doing business as Republic Services.
3. City Council finds that the lowest responsible bid was submitted by BFI Waste Services, LLC, per the unit pricing shown on the bid tabulation (attached Exhibit A).
4. The term of this purchasing agreement shall be for one (1) year from the date of award with the option to renew for two (2) additional one-year terms.

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

1. That the bid by BFI Waste Services, LLC, doing business as Republic Services, for Dumpster Services, as specified by the bid documents, is accepted as being the lowest, most responsible among sealed bids opened on February 16, 2023;
2. That the Mayor is hereby authorized to approve payment to BFI Waste Services, LLC, at the unit prices as per their bid dated February 16, 2023; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 1st DAY OF MARCH, 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 March 1, 2023.

City Clerk

Project Name: **DUMPSTER SERVICES** Bid Date: **February 16, 2023**
Requisition No. **2023-2017** Bid Opening Time: **10:00 AM**

Bidder's Name						BCC Waste Solutions dba Baldwin Container Co.	BFI Waste Services dba Republic Services	Hakuna Services
City, State						Summerdale, AL	Foley, AL	San Francisco, CA
Facility Name	Street Address	Size	Qty	Type	Service Frequency	Monthly Total	Monthly Total	Monthly Total
Aquatics Center	4853 Wilson Blvd.	6 cu.yd.	1	Trash	2x per week	\$ 202.12	\$ 153.80	\$ 120.00
Beach Barn	3241 Orange Beach Blvd.	8 cu.yd.	1	Trash	3x per week	\$ 404.25	\$ 307.60	\$ 300.00
		2 cu.yd.	1	Trash	1x per week	\$ 33.69	\$ 25.63	\$ 60.00
City Hall	4099 Orange Beach Blvd.	6 cu.yd.	1	Trash	2x per week	\$ 202.12	\$ 153.80	\$ 120.00
		8 cu.yd.	1	Recycle	2x per week	\$ 269.50	\$ 205.07	\$ 200.00
Coastal Resources Marina	4697 Walker Ave.	4 cu.yd.	1	Trash	1x per week	\$ 67.37	\$ 51.27	\$ 100.00
Community Center	27235 Canal Rd.	8 cu.yd.	1	Trash	2x per week	\$ 269.50	\$ 205.07	\$ 200.00
Community Development	4101 Orange Beach Blvd.	6 cu.yd.	1	Trash	1x per week	\$ 101.06	\$ 76.90	\$ 100.00
Event Center	4671 Wharf Pkwy.	8 cu.yd.	1	Recycle	1x per week	\$ 134.75	\$ 102.53	\$ 100.00
Finance Department	4151 Orange Beach Blvd.	2 cu.yd.	1	Trash	1x per week	\$ 33.69	\$ 25.63	\$ 60.00
Fire Training Field	25853 John Snook Dr.	2 cu.yd.	1	Trash	1x per week	\$ 33.69	\$ 25.63	\$ 60.00
Fire Station #1	25855 John Snook Dr.	6 cu.yd.	1	Trash	1x per week	\$ 101.06	\$ 76.90	\$ 120.00
Fire Station #2	27280 Canal Rd.	6 cu.yd.	1	Trash	1x per week	\$ 101.06	\$ 76.90	\$ 120.00
Golf Center	4700 Easy St.	2 cu.yd.	1	Trash	1x per week	\$ 33.69	\$ 25.63	\$ 60.00
		6 cu.yd.	1	Recycle	1x per week	\$ 101.06	\$ 76.90	\$ 120.00
Justice Center	4480 Orange Beach Blvd.	4 cu.yd.	1	Trash	1x per week	\$ 67.37	\$ 51.27	\$ 100.00
Library/Senior Center	26267 Canal Rd.	4 cu.yd.	1	Trash	2x per week	\$ 134.75	\$ 102.53	\$ 150.00
		8 cu.yd.	1	Recycle	1x per week	\$ 134.75	\$ 102.53	\$ 100.00
Medical Arts Building	4223 Orange Beach Blvd.	6 cu.yd.	1	Trash	1x per week	\$ 101.06	\$ 76.90	\$ 120.00
Public Works	7394 Roscoe Rd.	6 cu.yd.	1	Trash	1x per week	\$ 101.06	\$ 76.90	\$ 120.00
Recreation Center	4849 Wilson Dr.	Trash Can	1	Trash	1x per week	\$ 25.00	\$ 25.00	\$ 30.00
Sportsplex	4389 William Silvers Pkwy.	4 cu.yd.	1	Trash	6x per week	\$ 404.25	\$ 307.60	\$ 300.00
		8 cu.yd.	1	Trash	6x per week	\$ 808.50	\$ 615.21	\$ 500.00
Wastewater Treatment Plant	3900 William Silvers Pkwy.	8 cu.yd.	2	Trash	1x per week	\$ 269.50	\$ 205.07	\$ 350.00
Sewer Field Office		8 cu.yd.	1	Trash	1x per week	\$ 134.75	\$ 102.53	\$ 180.00
Tennis Center	4851 S. Wilson Blvd.	8 cu.yd.	1	Trash	1x per week (Friday)	\$ 134.75	\$ 102.53	\$ 180.00
Trail Barn	Collegiate Ln.	6 cu.yd.	1	Trash	1x per week	\$ 101.06	\$ 76.90	\$ 120.00
Waterfront Park	26425 Canal Rd.	8 cu.yd.	1	Trash	2x per week	\$ 269.50	\$ 205.07	\$ 180.00
Wildlife Center	3801 Orange Beach Blvd.	2 cu.yd.	1	Trash	1x per week	\$ 33.69	\$ 25.63	\$ 60.00
BID TOTAL						\$ 4,808.60	\$ 3,664.93	\$ 4,330.00
Notes								

RESOLUTION NO. 23-xxx

**A RESOLUTION AWARDED THE ANNUAL BID FOR
ROLL-OFF CONTAINER SERVICES TO
BCC WASTE SOLUTIONS, LLC (DBA BALDWIN CONTAINER COMPANY)
PER UNIT PRICING**

FINDINGS:

1. The annual bid for Roll-Off Container Services was received and opened on February 16, 2023.
2. The Public Works Director has recommended award to the lowest bid meeting specifications from BCC Waste Solutions, LLC, doing business as Baldwin Container Company.
3. City Council finds that the lowest responsible bid was submitted by BCC Waste Solutions, LLC, at the unit price of \$345 per load for a 30 cubic yard roll-off container.
4. The term of this purchasing agreement shall be for one (1) year from the date of award with the option to renew for two (2) additional one-year terms.

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

1. That the bid by BCC Waste Solutions, LLC, doing business as Baldwin Container Company, for Roll-Off Container Services, as specified by the bid documents, is accepted as being the lowest, most responsible among sealed bids opened on February 16, 2023;
2. That the Mayor is hereby authorized to approve payment to BCC Waste Solutions, LLC, at the unit price of \$345 per load for a 30 cubic yard roll-off container, as per their bid dated February 16, 2023; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 1st DAY OF MARCH, 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 March 1, 2023.

City Clerk



UNIT PRICE BID TABULATION SHEET

Project Name: **ROLL-OFF CONTAINER SERVICES**
 Requisition No. **2023-0218**

Bid Date: **February 16, 2023**
 Bid Opening Time: **10:00 AM**

Bidder's Name			Alabama Container Co.			BCC Waste Solutions dba Baldwin Container Co.			BFI Waste Services dba Republic Services		
City, State			Lillian, AL			Summerdale, AL			Foley, AL		
Size	Qty	Service Frequency	Per Load Cost	Weekly Cost	Monthly Total	Per Load Cost	Weekly Cost	Monthly Total	Per Load Cost	Weekly Cost	Monthly Total
30 cubic yards	3	Weekly	\$ 350.00	\$ 1,050.00	\$ 4,200.00	\$ 345.00	\$ 1,035.00	\$ 4,140.00	\$ 405.00	\$ 1,215.00	\$ 4,860.00
30 cubic yards	1	Daily	\$ 350.00	\$ 1,750.00	\$ 7,000.00	\$ 345.00	\$ 1,725.00	\$ 6,900.00	\$ 405.00	\$ 2,025.00	\$ 8,100.00
BID TOTAL			\$11,200.00			\$11,040.00			\$12,960.00		
Notes			Assuming four weeks in a month, five days per week for daily schedule, and 7 ton load.								

Tabulated by R. Eberly 2/26/2023

RESOLUTION NO. 23-xxx

**A RESOLUTION AWARDDING THE BID FOR
CANOE TRAIL POST-HURRICANE SALLY REPAIRS TO
SOUTHERN JUSTICE MARINE & SALES LLC
IN AN AMOUNT NOT TO EXCEED \$257,385**

FINDINGS:

1. Bids for Canoe Trail Post-Hurricane Sally Repairs were received and opened on February 16, 2023.
2. The Project Engineer has recommended award to the lowest bid meeting specifications from Southern Justice Marine & Sales LLC in the amount of \$257,385.
3. City Council finds that the lowest responsible bid was submitted by Southern Justice Marine & Sales LLC.

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

1. That the bid for Canoe Trail Post-Hurricane Sally Repairs, as specified by the bid documents, is awarded to Southern Justice Marine & Sales LLC in an amount not to exceed \$257,385.00;
2. That the City Council authorizes the Mayor and City Clerk to execute and attest, respectively, a contract between the City of Orange Beach and Southern Justice Marine & Sales LLC subject to final review by the City Attorney; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 1st DAY OF MARCH, 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 March 1, 2023.

City Clerk



TABULATION OF BIDS

Project Number: City Requisition No. 2023-0216
Project Description: Canoe Trail Post-Hurricane Sally Repairs

Meeting Date/Time: Thursday, February 16, 2023 11:00 am CT
Meeting Location: City Hall Municipal Complex

ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	1	2	3	4	5	FEMA Estimate
			Southern Justice Marine & Sales LLC	GreenCo Services LLC	Black Diamond Construction LLC	M D Thomas Construction LLC	Gillis Construction Inc	
			TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
SITE 1	1	LUMP SUM	\$ 9,390.00	\$ 33,875.00	\$ 22,000.00	\$ 23,900.00	\$ 95,196.00	\$ 22,735.20
SITE 2	1	LUMP SUM	\$ 24,000.00	\$ 61,105.00	\$ 55,000.00	\$ 65,400.00	\$ 129,045.00	\$ 55,331.86
SITE 3	1	LUMP SUM	\$ 23,775.00	\$ 16,707.00	\$ 20,000.00	\$ 23,300.00	\$ 34,719.00	\$ 15,255.36
SITE 4	1	LUMP SUM	\$ 4,200.00	\$ 11,100.00	\$ 20,000.00	\$ 45,500.00	\$ 54,028.00	\$ 18,099.76
SITE 5	1	LUMP SUM	\$ 50,660.00	\$ 64,485.00	\$ 82,000.00	\$ 97,100.00	\$ 213,246.00	\$ 125,518.29
SITE 6	1	LUMP SUM	\$ 61,440.00	\$ 28,129.00	\$ 90,000.00	\$ 146,600.00	\$ 220,106.00	\$ 230,265.88
SITE 7	1	LUMP SUM	\$ 8,370.00	\$ 10,126.00	\$ 5,000.00	\$ 11,300.00	\$ 22,969.00	\$ 9,722.25
SITE 8	1	LUMP SUM	\$ 1,080.00	\$ 2,197.00	\$ 5,000.00	\$ 3,900.00	\$ 14,176.00	\$ 14,898.91
SITE 9	1	LUMP SUM	\$ 18,000.00	\$ 9,290.00	\$ 15,000.00	\$ 15,800.00	\$ 32,509.00	\$ 14,086.13
SITE 10	1	LUMP SUM	\$ 31,470.00	\$ 57,856.00	\$ 40,000.00	\$ 65,700.00	\$ 130,655.00	\$ 47,867.24
Allowance No. 1			\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	
Notes			\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL BID			\$ 257,385.00	\$ 319,870.00	\$ 379,000.00	\$ 523,500.00	\$ 971,649.00	\$ 553,780.88

NOTE: BOLD RED TEXT DENOTES CORRECTED AMOUNT DUE TO MATHEMATICAL ERROR IN ORIGINAL BID

I hereby certify that sealed bids were received by the City of Orange Beach, publicly opened and read aloud at the time and place indicated and that this tabulation of all bids received is true and correct.



A handwritten signature in cursive script, appearing to read "Charles Weber", positioned above a horizontal line.

Charles Weber, P.E.
Thompson Engineering, Inc.



February 24, 2023

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

RE: Engineer's Recommendation and Bid Tabulation
Canoe Trail Post-Hurricane Sally Repairs
FEMA Project #162386 Orange Beach – Canoe Trail

Mayor and Council,

Please see attached for the certified bid tabulation for the above referenced project. Bids were received from Southern Justice Marine & Sales LLC, Gillis Construction Inc, GreenCo Services LLC, M D Thomas Construction LLC, Black Diamond Construction LLC.

In addition to the responsive bidders listed above, Blade Construction LLC, Gulf Coast Land & Marine Services LLC, McElhenney Construction Company LLC, and S.C. Stagner Contracting LLC attended the pre-bid conference but did not submit bids.

No bracket estimate was developed for this project, but the FEMA project budget developed for this site was just under \$553,780.88.

The responsive bidders listed above submitted bids as follows:

1. Southern Justice Marine & Sale LLC submitted a total bid of \$257,385.00. There was a discrepancy found in their bid total and the actual bid was \$33,500 lower than what was written in their bid total.
2. GreenCo Services LLC submitted a total bid of \$319,870.00. There were no discrepancies found in their bid.
3. Black Diamond Construction LLC submitted a total bid of \$379,000.00. There were no discrepancies found in their bid.
4. M D Thomas Construction LLC submitted a total bid of \$523,500.00. There was a discrepancy found in their bid total and the actual bid was \$25,000 higher than what was written in their bid total.
5. Gillis Construction Inc submitted a total bid of \$971,649.00. There were no discrepancies found in their bid.

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

February 24, 2023

When reviewing for unbalanced bids, it was noted that the bids from the three (3) lowest bidders were significantly lower than the FEMA project budget. The bid from M D Thomas Construction LLC was near the FEMA project budget. The bid from Gillis Construction Inc was significantly higher than the FEMA project budget.

As a general condition to this contract, contractors were required to have experience with timber pile supported structures in the coastal zone. Three (3) references with contact information were also required. Upon request, Southern Justice Marine & Sale LLC provided Thompson Engineering with this required information. Thompson Engineering reviewed the project experience provided and it is our opinion that Southern Justice Marine & Sale LLC is qualified to perform the contract.

Considering the above information, we recommend that the City of Orange Beach award this contract to the lowest responsive bidder Southern Justice Marine & Sale LLC in the total amount of \$257,385.00.

If you have any questions or need additional information, please do not hesitate to contact our office.

Sincerely,
THOMPSON ENGINEERING, INC.



Charles Weber, P.E.
Senior Engineer

Enclosures

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE CITY OF ORANGE BEACH TO JOIN THE
STATE OF ALABAMA AND OTHER LOCAL GOVERNMENTS
AS A PARTICIPANT IN OPIOID SETTLEMENTS**

FINDINGS:

1. The opioid epidemic continues to impact communities in the United States, the State of Alabama, and the City of Orange Beach, Alabama.
2. The City of Orange Beach has suffered harm and will continue to suffer harm as a result of the opioid epidemic.
3. The State of Alabama and some Alabama local governments have filed lawsuits against opioid manufacturers, distributors, and retailers ("Opioid Litigation").
4. The State of Alabama has entered into various Settlement Agreements and is likely to enter into additional agreements in the future which include the claims for the State of Alabama's local governments.
5. The City of Orange Beach finds the terms of the current Settlement Agreements involving Walmart, Teva, Allergan, CVS and Walgreens acceptable and in the best interest of the community.
6. The State of Alabama has prepared and presented Settlement Sign-On Agreements to the local governments and the City of Orange Beach finds the terms of the current Sign-On Agreements acceptable and in the best interest of the community.
7. The current Settlement Agreements and Sign-On Agreements detail the allocation of Settlement Funds, which the City of Orange Beach finds acceptable and in the best interest of the community.

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

1. That the City of Orange Beach finds that participation in the various Opioid Settlements, Settlement Agreements and Sign-On Agreements is in the best interest of the City of Orange Beach and its citizens because the plan would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic;
2. That the City of Orange Beach hereby expresses its support for the Settlement of various Opioid claims and allocation and use of Settlement Funds as generally described in the Settlement Agreement and Sign-On Agreement;
3. That the Mayor of the City of Orange Beach is expressly authorized to execute the Settlement Sign-On Agreements involving Walmart, Teva, Allergan, CVS and Walgreens, and the Mayor is authorized to execute any formal agreements necessary to implement the Settlements and plan for the allocation and use of Settlement Funds;
4. That the Mayor is hereby expressly authorized to execute any formal agreement and related documents evidencing the City of Beach's agreement to the settlement of claims and litigation related to the Opioid Epidemic, specifically against Walmart, Teva, Allergan, CVS and Walgreens;

5. That the Mayor is authorized to take such other action as necessary and appropriate to effectuate the City of Orange Beach's participation in any Settlement related to the Opioid Epidemic; and
6. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 1st DAY OF MARCH, 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 March 1, 2023.

City Clerk

WALMART SETTLEMENT SIGN-ON

The State of Alabama, acting through its Attorney General, has reached an agreement with Walmart to resolve the State's claims against Walmart and its related entities. That agreement is dependent on participation by litigating subdivisions, certain litigating county health departments and/or boards of health, certain litigating public hospitals, and certain non-litigating subdivisions. Accordingly, the State of Alabama and its Political Subdivisions, subject to Council, Commission, or Board resolution or other formal action as may be required, hereby enter into this Agreement relating to the execution of the settlement agreement between the State and Walmart and the allocation and use of the proceeds to be paid pursuant to that settlement.

A. Definitions

As used in this Agreement:

1. "The State" shall mean the State of Alabama acting through its Attorney General.
2. "Political Subdivision(s)" shall mean any Alabama municipality, county, municipal agency, county agency, or any combination of two or more Alabama municipalities, counties, or municipal agencies, other than those defined as Litigating Governmental Public Health Entities, which is/are identified in Exhibit E to the settlement agreement, as it may be from time-to-time amended.
3. "Litigating Governmental Public Health Entity(ies)" shall mean Alabama's litigating Health Care Authorities, Boards of Health, and certain other public hospitals that have filed opioid lawsuits against Walmart on or before the Effective Date of the State's Settlement Agreement with Walmart. For purposes of this Allocation Agreement and notwithstanding any contrary definitions contained within Alabama law, Litigating Governmental Public Health Entities includes those entities that are identified in Exhibit E to the Settlement Agreement, as it may be from time-to-time amended, or that are otherwise included in the definition of "Litigating Special District" within the State's Settlement Agreement with Walmart.
4. "Local Government Executive Committee" shall mean the Local Government and Litigating Governmental Public Health Entity Executive Committee appointed by the Montgomery County Circuit Court to, among other things, work with the Attorney General on behalf of litigating subdivisions and Litigating Governmental Public Health Entities to develop an allocation agreement for the sharing and use of opioid abatement funds.
5. "The Parties" shall mean the State of Alabama, the Political Subdivisions, and the Litigating Governmental Public Health Entities.
6. "Walmart" shall mean Walmart, Inc. and any other entity qualifying as a "released entity" under Section II, Paragraph 25 of the settlement agreement, including those entities identified in Exhibit D to the agreement.

7. “Settlement Funds” shall mean funds obtained pursuant to the State of Alabama’s settlement agreement with Walmart dated November 2, 2022, which for purposes of this Allocation Agreement shall be considered the Effective Date of the State’s Settlement Agreement with Walmart.

8. The “Subdivision Share” shall mean the allocation percentage earmarked for the Political Subdivisions as set forth in Section B.1.

9. The “Litigating Governmental Public Health Entity Share” shall mean the allocation percentage earmarked for the Litigating Governmental Public Health Entities as set forth in Section B.1.

10. The “Receiver” shall be the person, company, or entity that is appointed by the Circuit Court of Montgomery County, Alabama to establish and administer the Qualified Settlement Fund or other vehicle for administering the funds to be paid to the Political Subdivisions and Litigating Governmental Public Health Entities as set forth in Section B below.

B. Allocation of Settlement Proceeds

1. Under the settlement agreement, Walmart will pay \$38,700,000 to be used for opioid remediation throughout the State. The State, Political Subdivisions, and Litigating Governmental Public Health Entities shall divide settlement funds recovered by the State with \$3,000,000 going to the State and \$35,700,00 going to the Political Subdivisions and Litigating Governmental Public Health Entities. Of the amount going to the Political Subdivisions and Litigating Governmental Public Health Entities, 80% will go to the Political Subdivisions and 20% will go to the Litigating Governmental Public Health Entities.

2. Walmart will make payment directly to or as directed by the Receiver appointed to distribute the Subdivision and Litigating Governmental Public Health Entity shares. The Receiver shall place those funds in trust or into a Qualified Settlement Fund until the Special Master provides instructions as to the allocation percentages for each Political Subdivision and Litigating Governmental Public Health Entity eligible to receive a settlement payment.

3. Should Walmart enforce the holdback provision contained in Section V.C. of the settlement agreement based on the lack of full participation by the designated non-litigating entities, the entirety of the holdback amount shall be deducted pro rata from the shares of the Political Subdivisions and Litigating Public Health Entities.

4. It is anticipated that Joseph Tann, who has been appointed by the Montgomery County Circuit Court as Special Master, will continue in that role and that he shall set allocation percentages with finality for all Alabama Political Subdivisions and Litigating Governmental Public Health Entities as defined herein. The Special Master’s allocation to the Political Subdivisions will be calculated on a pro rata basis utilizing the allocation metrics developed within MDL 2804 for purposes of illustrating how a proposed Negotiation Class would have worked in that litigation (“the MDL Calculator”) for each town, city, and county entitled to share in the Subdivision Share. The Special Master’s allocation to the Litigating

Governmental Public Health Entities will be calculated using a methodology to be determined in the discretion of the Special Master. The Parties may not cancel or terminate this Agreement based on the Special Master's allocation.

5. The Special Master shall provide his final recommendation to the Parties as soon as practicable.

6. Counsel for each Political Subdivision and Litigating Governmental Public Health Entity will be responsible for providing to the Receiver all necessary instructions for effectuating payment under the terms of this document, such as check or ACH transfer instructions, signed W-9s, and any other documentation required for accounting or distribution purposes.

7. Irrespective of allocation, all Settlement Funds shall be used in a manner consistent with the Approved Abatement Strategies set out in Exhibit A to this document, with the exception of those funds paid to counsel, paid as fees or expenses for the Special Master or Receiver, required by court order to be allocated to a Common Benefit Fund or reimbursement for the Plaintiffs' Executive Committee in MDL 2804 as set forth in Section C.2 herein, or required by Court order to be paid into a Common Benefit Fund for the Local Government Executive Committee and/or Steering Committee as defined herein.

C. Payment of Counsel and Litigation Expenses

1. Attorneys' fees in the amount of \$4,870,000 shall be paid to counsel for the Political Subdivisions and Litigating Governmental Public Health Entities in accordance with the provisions of the settlement agreement. Counsel for any Political Subdivision or Litigating Governmental Public Health Entity who seeks to recover attorneys' fees from settlement funds shall first seek to recover such fees from any Political Subdivision or Litigating Governmental Public Health Entity fee fund established to pay or offset such fees. For such purposes, the Parties agree that Special Master Joseph C. Tann will calculate an allocation of any fee fund on a pro-rata basis using the same allocation percentage Special Master Tann assigns to each Political Subdivision and Litigating Governmental Public Health Entity. In accordance with Section VIII.A. of the settlement agreement, \$2,677,500 of the \$4,870,000 will be paid into the Common Benefit Fund established by the ongoing Common Benefit Order (Doc. 4428) in the multi-district litigation in the District Court for the Northern District of Ohio, *In re National Prescription Opiate Litigation*, Case No. 1:17-md-2804.

2. The Parties further agree that a supplemental attorneys' fee fund (the "Deficiency Fund") will be created. Administration of the Deficiency Fund shall be the responsibility of Special Master Tann. The costs of administration of the Deficiency Fund may be paid out of the Deficiency Fund. The Deficiency Fund is to be used to compensate counsel for the Political Subdivisions and Litigating Governmental Public Health Entities that are entitled to share in settlement proceeds. Eligible contingent fee contracts shall have been executed on or before the effective date of any such settlement.

3. The Deficiency Fund shall be funded as follows: (a) the total of 25% of the Political Subdivision Share plus 25% of the Litigating Governmental Public Health Entity Share of each payment that is allocated for that Settlement, unless a contingency fee agreement with a Political Subdivision or Litigating Governmental Public Health Entity calls for a fee of less than 25%, in which case the lesser percentage will be used to calculate that subdivision's or entity's contribution to the Deficiency Fund, reduced by (b) the total Political Subdivision and Litigating Governmental Public Health Entity fee fund created by a settlement and referenced in Section C(1). These funds shall be deposited to the Deficiency Fund prior to distribution to the Participating Political Subdivisions and Litigating Governmental Public Health Entities. Contingent fee contracts used for these calculations shall be capped at 25% or the actual contract rate, whichever is less.

4. Special Master Tann will create a mathematical model to calculate attorneys' fees awards from the Deficiency Fund. The factors to be included in the mathematical model are: (a) the same allocation percentage Special Master Tann assigns to each Political Subdivision; and (b) the contingency fee percentage originally agreed upon, in writing, by the attorney and its Political Subdivision client. Political Subdivision contingent fee contracts shall not exceed 25% or the actual contract rate, whichever is less. Eligible contingent fee contracts shall be executed as of November 2, 2022, and the Political Subdivision or Litigating Governmental Public Health Entity must have filed a Complaint naming a Settling Defendant on or before November 2, 2022.

5. To the extent that funds paid from a Political Subdivision and Litigating Governmental Public Health Entity fee fund in the designated amounts or percentages are inadequate to fully pay amounts due under contingent fee contracts, funds shall be distributed to private counsel for Political Subdivisions and Litigating Governmental Public Health Entities qualified to participate in a settlement on a pro rata basis using the same allocation percentage Special Master Tann assigns to each Political Subdivision and Litigating Governmental Public Health Entity.

6. Any funds remaining in the Deficiency Fund in excess of the amounts needed to cover private counsel's representation agreements shall revert to the Political Subdivisions and Litigating Governmental Public Health Entities and be allocated to the sources from which they derived.

D. Conflicts With Other Agreements

By entering into this Agreement, the Parties agree and acknowledge that the distribution, expenditure, and oversight of Settlement Funds as discussed herein shall be governed by this Agreement. In the event that any term contained in this Agreement conflicts with any allocation plan, apportionment plan, distribution methodology, or abatement plan that is created by, or subject to the discretion of, some other individual, entity, or court outside the State of Alabama, the Parties agree that the terms of this Agreement, including any exhibit attached hereto, shall govern.

E. Jurisdiction

The Parties agree to submit and consent to the exclusive jurisdiction of the Montgomery County Circuit Court, Judge J.R. Gaines, for the resolution of any disputes arising under this agreement.

**WALMART ALLOCATION AGREEMENT
SIGN-ON**

The undersigned, as a duly appointed representative of the County City of Orange Beach, AL, has read the attached Walmart Allocation Agreement, understands its terms, and agrees to be bound by those terms.

Done, this _____ day of _____, 2023.

Title Mayor

City County of Orange Beach, AL

EXHIBIT A

APPROVED ABATEMENT STRATEGIES

Introduction

The Walmart Settlement Allocation Agreement reflects the Parties' common desire to abate and alleviate the impacts of the opioid epidemic in this State by entering into an agreement relating to the allocation and use of any Settlement Funds received in Settlement.

Settlement Funds must be used to prevent, treat, and support recovery from opioid addiction and any other co-occurring substance use or mental health conditions which are all long-lasting (chronic) diseases that can cause major health, social, and economic problems at the individual, family, community, and/or state level. The Parties shall be guided by the recognition that expenditures should ensure both the efficient and effective abatement of opioid epidemic, and the prevention of future addiction and opioid abuse. Accordingly, the Parties shall utilize Settlement Funds for the Approved Abatement Strategies set forth below. While the Approved Abatement Strategies listed below are comprehensive, they are also illustrative. The opioid epidemic is ongoing, both in terms of research on the efficacy and efficiency of known strategies, and in innovative programs at the federal, state, and political subdivision levels.

Alabama Abatement Strategy Overview

In Alabama, similar to and including many national settlement strategies to abate opioid addiction, we have created an abatement plan that includes the three main components discussed below. These components will work collaboratively to address Alabama's needs and to also serve as a complement to, and should be integrated with, all other state and local government opioid plans:

- 1. Strategies for Opioid Community Innovation & Recovery:** Included but not limited to prevention, treatment, and recovery support for local communities (examples include child welfare, law enforcement strategies and other infrastructure supports). This component of the Alabama abatement strategy has a hyper-local focus that allows communities to collaborate and expand necessary services to their community.
- 2. Strategies for Opioid Statewide Innovation & Recovery:** Included but not limited to strategies included in the Community Recovery component, above. This component also includes projects that promote statewide change and regional development for prevention, treatment, and recovery support (examples include regional treatment hubs, drug task forces, data collection and dissemination). This component also includes opioid abatement research and development to understand how to better serve individuals and families in Alabama.
- 3. Strategies for Opioid Recovery Sustainability:** Alabama's opioid addiction and mental health epidemic was not created overnight, and it will not go away immediately. By collaborating to share resources and knowledge, Alabama's state and local

communities can build sustainable financing strategy and infrastructure to reverse the damage that has been done by the opioid crisis and prevent future epidemics and crises.

PART ONE: Approved Uses for Opioid Community Innovation & Recovery

Treatment

Expanding availability of treatment, including Medication-Assisted Treatment (MAT), for OUD and any co-occurring substance use or mental health conditions (SUD/MH).

Provide trauma-informed treatment services and support for individuals, their children and family members who have experienced trauma resulting from opioid addiction in the family.

Expand access and support infrastructure developments for telemedicine / telehealth services to increase access to OUD treatment, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

Improve oversight and quality assurance of Opioid Treatment Programs (OTPs) to assure evidence-informed practices such as adequate methadone dosing.

Engage non-profits and faith community to uncover and leverage current community faith-based OUD prevention, treatment and recovery support in partnership with medical and social service sectors.

Expand culturally appropriate services and programs that address health disparities in treatment for persons with OUD and mental health disorders, including programs for vulnerable populations (i.e., homeless, youth in foster care, etc.), citizens of racial, ethnic, geographic and socio-economic differences, and new Americans to ensure that all Alabamians have access, and treatment, and recovery support services for OUD that meet their needs.

Ensure that each patient's OUD needs and treatment recommendations are determined by a qualified clinical professional. Provide training and practice support to clinicians on the American Society of Addiction Medicine (ASAM) levels of care (or other models) and the most effective methods of treatment continuation between levels of care for people with OUD and any other co-occurring substance use or mental health conditions and make all levels of care available to all Alabamians.

Early Intervention and Crisis Support

Fund the expansion, training and integration of Screening, Brief Intervention and Referral to Treatment (SBIRT) and Screening, Treatment Initiation and Referral (STIR) programs and ensure that healthcare providers are screening for opioid-addiction and other risk factors and know how to appropriately counsel, treat or refer a patient for mental health and substance use disorders. Support work of Emergency Medical Systems, including peer support specialists, to effectively connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

Create an intake and call center to facilitate education and access to treatment, prevention and recovery services for persons with opioid addiction and any co-occurring substance use or mental health conditions.

Create a plan to meet the distinct needs of the families of children and youths who suffer from OUD and the families experience severe emotional disorders and provide respite and support for these caregivers to reduce family crisis and promote treatment.

Create community-based intervention services for families, youth, and adolescents at-risk for opioid addiction and any co-occurring substance use or mental health conditions.

Develop best practices on addressing individuals with OUD in the workplace, including any other co-occurring substance use or mental health conditions.

Implement and support assistance programs for healthcare providers with OUD and any co-occurring substance use disorders or mental health conditions.

Support for Criminal-Justice Involved Persons

Address the needs of persons involved in the criminal justice system who have OUD and any co-occurring substance use or mental health conditions.

Support pre-arrest diversion and deflection strategies for persons with OUD addiction including opioids and any other co-occurring substance use or mental health conditions, including established strategies such as sequential intercept mapping and other active outreach strategies such as the Drug Abuse Response Team (DART) or Quick Response Team (QRT) models or other co-responder models that involve people not actively engaged in treatment.

Support pre-trial services that connect individuals with OUD addiction including opioids and any other co-occurring substance use or mental health conditions to evidence-informed treatment, including MAT, and related services.

Support treatment and recovery courts for persons with OUD and any other co-occurring substance use or mental health conditions, but only if these problem-solving courts provide referrals to evidence-informed treatment, including MAT.

Provide evidence-informed treatment, including MAT, evidence-based psychotherapies, recovery support, harm reduction, or other appropriate services to individuals with OUD and any other co-occurring substance use or mental health conditions who are incarcerated, on probation, or on parole.

Provide evidence-informed treatment, including MAT, evidence-based psychotherapies, recovery support, harm reduction, or other appropriate re-entry services to individuals with OUD and any other co-occurring substance use or mental health conditions who are leaving jail or prison or who have recently left jail or prison.

Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis substance use (OUD plus another substance diagnosis) disorder/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

Family-Centered Treatment and Support

Fund and promote evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women, post-partum mothers, as well as those who could become pregnant and have OUD and any other co-occurring substance use or mental health conditions.

Training for obstetricians and other healthcare personnel who work with pregnant women or post-partum women and their families regarding treatment for OUD and any other co-occurring substance use or mental health conditions.

Invest in measures to address Neonatal Abstinence Syndrome, including prevention, care for opioid addiction and education programs.

Fund child and family supports for parenting women with OUD addiction including opioids and any co-occurring substance use or mental health conditions.

Enhanced family supports and childcare services for parents receiving treatment for OUD and any co-occurring substance use or mental health conditions.

Recovery Support

Identify and support successful recovery models for recovering opioid users including, but not limited to, college recovery programs, peer support agencies, recovery high schools, sober events and community programs, etc.

Provide technical assistance to increase the quantity and capacity of high-quality programs that model and support successful recovery for recovering opioid users.

Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users. To reduce stigma and to normalize a culture of recovery, government staff will be provided with onboarding and training that generates a cultural shift and provides all government employees with tool and resources to feel supported and to support colleagues who may be struggling with opioid and co-occurring substance use or mental health conditions.

Convene community conversations and training that engage non-profits, civic clubs, the faith-based community, and other stakeholders in training and techniques for providing referrals and support to recovering opioid users and their family and friends.

Identify and address transportation barriers to permit consistent participation in treatment and recovery support by recovering opioid users.

Support the development of recovery-friendly environments for recovering opioid users in all sectors, schools, communities and workplaces to promote and sustain health and wellness goals.

Put resources for recovering opioid users toward:

1. Supportive and recovery housing for recovering opioid users;
2. Supportive employment/jobs for recovering opioid users;
3. Certification of peer coaches, peer-run recovery organizations, recovery community organizations for recovering opioid users;
4. Crisis intervention and relapse prevention for recovering opioid users; and
5. Services and structures that support young people living a life in recovery including, recovery high schools and collegiate recovery communities for recovering opioid users.

Prevention

Invest in school-based programs that have demonstrated effectiveness in preventing opioid abuse or that appear promising to prevent the uptake and use of opioids. Investment in school and community-based prevention efforts and curriculum that have demonstrated effectiveness in reducing Adverse Childhood Events (ACEs) and their impact, by increasing resiliency, and preventing risk-taking, unhealthy or dangerous behaviors such as: drug use, prescription drug misuse, early alcohol use, and suicide attempts.

Assist coalitions and community stakeholders in aligning state, federal and local resources to maximize procurement of school and community education curricula, programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, aging and elderly community members and others in an effort to build a comprehensive prevention and education response to address OUD prevention across the lifespan.

Invest in environmental scans and school surveys to identify effective OUD prevention efforts and realign OUD prevention and treatment responses with those emerging risk factors and changing patterns of OUD misuse.

Fund community anti-drug coalitions that engage in OUD prevention efforts and education.

Create school-based contacts who parents can engage with to seek immediate OUD treatment services for their child.

Prevent Over-Prescribing of Opioids and Other Drugs of Potential Misuse

Training for healthcare providers, including Continuing Medical Education (CME), regarding safe and responsible opioid prescribing, opioid dosing, and methods for tapering patients off opioids.

Support for non-opioid pain treatment alternatives, including training providers to offer or refer patients to multi-modal, evidence-informed treatment of pain.

Support the development and implementation of a National Prescription Drug Monitoring Program (PDMP) – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to, integration of PDMP data with electronic health records, overdose episodes, and decision support tools for healthcare providers relating to OUD and other drugs of concern.

Overdose Prevention and Harm Reduction

Increase availability and distribution of naloxone and other drugs that treat opioid overdoses for use by first responders, persons who have experienced an overdose event, patients who are currently prescribed opioids, families, schools, community-based service providers, social workers, and other members of the general public.

Promote and expand naloxone strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an opioid overdose are then engaged and retained in evidence-based treatment programs.

Provide training and education regarding naloxone and other drugs that treat opioid overdoses for first responders, persons who have experienced an overdose event, patients who are currently prescribed opioids, families, schools, and other members of the general public.

Invest in evidence-based and promising comprehensive opioid harm reduction services and centers, including mobile units, to include: syringe services, supplies, naloxone, staffing, space, peer-support services, and access to medical and behavioral health referrals.

Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

Services for Children

Review the continuum of services available to Alabama's youths, young adults, and families to identify gaps and to ensure timely access to appropriate care for OUD and its impacts for Alabama's youngest citizens and their parents.

Fund additional positions and services, including supportive housing and other residential services to serve children living apart from custodial parents and/or placed in foster care due to custodial opioid use.

Expand collaboration among organizations meeting the OUD prevention, treatment, and recovery needs of Alabama's young people and organizations serving youths, such as Boys & Girls Clubs, YMCAs and others. Support the growth of recovery high schools, collegiate recovery communities, and alternative peer groups for youths recovering from OUD and mental illness.

First Responders (EMS, Firefighters, Law Enforcement and Other Criminal Justice Professionals)

Provide funds for first responders and criminal justice professionals and participating subdivisions for cross agency/departments collaboration and other public safety expenditures relating to the opioid epidemic that address both community and statewide supply and demand reduction strategies including criminal interdiction efforts.

Training public safety officials and first responders on safe-handling practices and precautions when dealing with fentanyl or other drugs.

Provide trauma-informed resiliency training and support that address compassion fatigue and increased suicide risk of public safety OUD responders.

Workforce

Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

Scholarships/loan forgiveness for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD/MH field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD/MH field for continuing education licensing fees.

Funding for clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for opioid use disorders.

Training for healthcare providers, students, and other supporting professionals, such as peer recovery coaches/recovery outreach specialists to support OUD treatment and harm reduction.

Dissemination of accredited web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

PART TWO: Statewide Innovation & Recovery

Leadership, Planning and Coordination

Promote and encourage community regional planning to identify goals for opioid reduction and support efforts and/or to identify areas and populations with the greatest needs for OUD prevention, treatment and services.

Provide resources to fund the oversight, management, and evaluation of OUD abatement programs and inform future approaches.

Develop a government dashboard to track key opioid addiction related indicators and support as identified through collaborative community processes.

Provide funding for grant writing to assist already established community coalitions in securing state and federal grant dollars for OUD recovery capacity building and sustainability.

Stigma Reduction, Training and Education

Commission statewide campaigns to address stigma against people with OUD and any co-occurring substance use or mental health conditions. Stigma and misinformation deeply embed the deadly consequences of Alabama's OUD public health crisis. These prevent families from seeking help, fuel harmful misperceptions and stereotypes in Alabama communities, and can discourage medical professionals from providing evidence-informed consultation and care. Alabama's campaign to end stigma should include OUD chronic disease education; evidence-based OUD prevention, treatment, and harm reduction strategies; stories of OUD recovery; and a constant reframing of mental illness and opioid addiction from a personal moral failing to a treatable chronic illness.

Coordinate public and professional training opportunities that expand the understanding and awareness of adverse childhood experiences (ACEs) and psychological trauma, effective treatment models, and the use of medications that aid in the acute care and chronic disease management of both OUD and any co-occurring substance use or mental health conditions.

Strengthen the citizen workforce by providing community-based training, such as Mental Health First Aid, Crisis Intervention Training, naloxone administration, and suicide prevention. These OUD best practice trainings should be allowable as Continuing Education Units for professional development and when offered in an educational setting, provide academic credit.

Development and dissemination of new accredited curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service Medication-Assisted Treatment.

Training for emergency room personnel treating opioid overdose patients on post-discharge planning. Such training includes community referrals for MAT, recovery case management and/or support services.

Implement opioid and drug take-back disposal and/or opioid destruction programs. Coordinate and promote public education relating to these opioid drug disposal programs.

Commission state-wide public education programs, including first responders, relating to emergency responses to opioid overdoses, including education on Alabama's immunity and Good Samaritan laws.

PART THREE: Strategies for Sustainability

Fund development of a multistate/nationally accessible database based on a template developed by the State and political subdivisions whereby healthcare providers can list locations for currently available in-patient and out-patient OUD treatment services that are both timely and accessible to all persons who seek treatment.

Fund the expansion, training and integration of Screening, Brief Intervention and Referral to Treatment (SBIRT) and Screening, Treatment Initiation and Referral (STIR) programs and ensure that healthcare providers are screening for opioid addiction and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for mental health and substance use disorders.

Create community-based intervention services for families, youth, and adolescents at risk for opioid addiction and any co-occurring substance use or mental health conditions.

Fund and promote evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women, post-partum mothers, as well as those who could become pregnant and have OUD and any other co-occurring substance use or mental health conditions.

Invest in measures to address Neonatal Abstinence Syndrome, including prevention, care for opioid addiction and education programs.

Fund child and family supports for parenting women with OUD and any co-occurring substance use or mental health conditions.

Invest in school-based programs that have demonstrated effectiveness in preventing opioid abuse and that appear promising to prevent the misuse of prescription opioids. Investment in school and community-based prevention efforts and curriculum that have demonstrated effectiveness in reducing Adverse Childhood Events (ACEs) and their impact by increasing resiliency, and preventing risk-taking, unhealthy or dangerous behaviors such as: drug use, misuse, early alcohol use, and suicide attempts.

Invest in environmental scans and school surveys to identify effective OUD prevention efforts and realign OUD prevention and treatment responses with those emerging risk factors and changing patterns of OUD misuse.

Fund community anti-drug coalitions that engage in OUD prevention efforts and education.

Invest in evidence-based and promising comprehensive opioid harm reduction services and centers, including mobile units, to include: syringe services, supplies, naloxone, staffing, space, peer-support services, and access to medical and behavioral health referrals.

Provide funds for first responders and criminal justice professionals and participating subdivisions for cross agency/department collaboration and other public safety expenditures relating to the

opioid epidemic that address both community and statewide supply and demand reduction strategies including criminal interdiction efforts.

Funding for clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for opioid use disorders.

Provide resources to fund the oversight, management, and evaluation of OUD abatement programs and inform future approaches.

Develop a government dashboard to track key opioid/and addiction-related indicators and supports as identified through collaborative community processes.

Provide funding for grant writing to assist already established community coalitions in securing state and federal grant dollars for OUD recovery capacity building and sustainability.

TEVA, ALLERGAN, CVS, & WALGREENS ALLOCATION AGREEMENT

The State of Alabama, acting through its Attorney General, has reached agreements with Teva, Allergan, CVS, and Walgreens to resolve the State's claims against these companies and their related entities. Each of the agreements is dependent on participation by litigating subdivisions, certain litigating county health departments and/or boards of health, certain litigating public hospitals, and certain non-litigating entities. Accordingly, the State of Alabama, its Political Subdivisions, and its Governmental Public Health Entities, subject to Council, Commission, or Board resolution or other formal action as may be required, hereby enter into this Agreement relating to the execution of the settlement agreements between the State and Teva, the State and Allergan, the State and CVS, and the State and Walgreens, and the allocation and use of the proceeds to be paid pursuant to those settlements.

A. Definitions

As used in this Agreement:

1. "The State" shall mean the State of Alabama acting through its Attorney General.
2. "Political Subdivision(s)" shall mean any Alabama municipality, county, municipal agency, county agency, or any combination of two or more Alabama municipalities, counties, or municipal agencies, other than those defined as Governmental Public Health Entities, whose participation is required by one or more of the settlement agreements.¹
3. "Governmental Public Health Entities" shall mean Alabama's Health Care Authorities, Boards of Health, and other public hospitals whose participation is required by one or more of the settlement agreements, or that are otherwise included in the definition of "Special District" within one or more of the settlement agreements.²

¹ The entities required to participate in the Teva settlement agreement are set out in Exhibit G of the Teva settlement agreement, as it may be from time-to-time amended. The entities required to participate in the Allergan settlement agreement are set out in Exhibit G of the Allergan settlement agreement, as it may be from time-to-time amended. The entities required to participate in the CVS settlement agreement are set out in Exhibit G of the CVS settlement agreement, as it may be from time-to-time amended. The entities required to participate in the Walgreens settlement agreement are set out in Exhibit G of the Walgreens settlement agreement, as it may be from time-to-time amended.

² The public health entities required to participate in the Teva settlement agreement are set out in Exhibit G of the Teva settlement agreement, as it may be from time-to-time amended. The public health entities required to participate in the Allergan settlement agreement are set out in Exhibit G of the Allergan settlement agreement, as it may be from time-to-time amended. The public health entities required to participate in the CVS settlement agreement are set out in Exhibit G of the CVS settlement agreement, as it may be from time-to-time amended. The public health entities required

4. “Local Government Executive Committee” shall mean the Local Government and Governmental Public Health Entity Executive Committee appointed by the Montgomery County Circuit Court to, among other things, work with the Attorney General on behalf of litigating subdivisions and Governmental Public Health Entities to develop an allocation agreement for the sharing and use of opioid abatement funds.

5. “The Parties” shall mean the State of Alabama, the Political Subdivisions, and the Governmental Public Health Entities.

6. “Teva” shall mean Teva and any other entity qualifying as a “released entity” under Section I, Paragraph 76 of the Teva settlement agreement.

7. “Allergan” shall mean Allergan and any other entity qualifying as a “released entity” under Section I, Paragraph 76 of the Allergan settlement agreement.

8. “CVS” shall mean CVS and any other entity qualifying as a “released entity” under Section I, Paragraph LLL of the CVS settlement agreement.

9. “Walgreens” shall mean Walgreens and any other entity qualifying as a “released entity” under Section I, Paragraph MMM of the Walgreens settlement agreement.

10. “Settlement Funds” shall mean funds obtained pursuant to the State’s settlement agreements with Teva, Allergan, CVS, and/or Walgreens. The Effective Dates for these agreements shall be determined according to the provisions of the agreements themselves.

11. “Settling Defendants” shall mean Teva, Allergan, CVS, and Walgreens.

12. The “Subdivision Share” shall mean the allocation percentage earmarked for the Political Subdivisions as set forth in Section B.1.

13. The “Governmental Public Health Entity Share” shall mean the allocation percentage earmarked for the Governmental Public Health Entities as set forth in Section B.1.

14. The “Receiver” shall be the person, company, or entity that is appointed by the Circuit Court of Montgomery County, Alabama to establish and administer the Qualified Settlement Fund or other vehicle for administering the funds to be paid to the Political Subdivisions and Governmental Public Health Entities as set forth in Section B below.

B. Allocation of Settlement Proceeds

1. The State, Political Subdivisions, and Governmental Public Health Entities shall divide settlement funds recovered by the State with 40% going to the Political Subdivisions, 10% going to the Government Public Health Entities, and 50% going to the State.

to participate in the Walgreens settlement agreement are set out in Exhibit G of the Walgreens settlement agreement, as it may be from time-to-time amended.

2. The State's settlement agreement with Teva includes a product component. Under the terms of the agreement, the State may choose to accept additional funds in lieu of product. The State may further change its election in 2025, 2027, 2029, and 2031. The decision whether to accept product or additional funds in lieu of product shall be made solely by the Attorney General. Any additional funds received by the State pursuant to the cash conversion provisions of the settlement agreement shall be shared between the State, Political Subdivisions, and Governmental Public Health Entities in the same manner as set out in Section B.1. above.

3. Teva, Allergan, CVS, and Walgreens will make payment directly to or as directed by the Receiver appointed to distribute the Political Subdivision and Governmental Public Health Entity shares. The Receiver shall place those funds in trust or into a Qualified Settlement Fund until the Special Master provides instructions as to the allocation percentages for each Political Subdivision and Governmental Public Health Entity eligible to receive a settlement payment.

4. It is anticipated that Joseph Tann, who has been appointed by the Montgomery County Circuit Court as Special Master, will continue in that role and that he shall set allocation percentages with finality for all Alabama Political Subdivisions and Governmental Public Health Entities as defined herein. The Special Master's allocation to the Political Subdivisions will be calculated on a pro rata basis utilizing the allocation metrics developed within MDL 2804 for purposes of illustrating how a proposed Negotiation Class would have worked in that litigation ("the MDL Calculator") for each town, city, and county entitled to share in the Subdivision Share. The Special Master's allocation to the Governmental Public Health Entities will be calculated using a methodology to be determined in the discretion of the Special Master. The Parties may not cancel or terminate this Agreement based on the Special Master's allocation.

5. The Special Master shall provide his final recommendation to the Parties as soon as practicable.

6. Counsel for each participating Political Subdivision and Governmental Public Health Entity will be responsible for providing to the Receiver all necessary instructions for effectuating payment under the terms of this document, such as check or ACH transfer instructions, signed W-9s, and any other documentation required for accounting or distribution purposes.

7. Irrespective of allocation, Settlement Funds from the Teva, Allergan, CVS, and Walgreens settlements shall be used in manners consistent with the Approved Abatement Strategies set out in Exhibit E to the Teva settlement agreement for funds recovered from Teva, Exhibit E to the Allergan settlement agreement for funds recovered from Allergan, Exhibit E to the CVS settlement agreement for funds recovered from CVS, and Exhibit E to the Walgreens settlement agreement for funds recovered from Walgreens, with the exception of those funds paid to counsel, paid as fees or expenses for the Special Master or Receiver, required by court order to be allocated to a Common Benefit Fund or reimbursement for the Plaintiffs' Executive Committee in MDL 2804 as set forth in Section C.2 herein, or required by Court order to be paid into a

Common Benefit Fund for the Local Government Executive Committee and/or Steering Committee as defined herein.

8. A Political Subdivision or Governmental Public Health Entity is not entitled to recover funds from any settlement(s) in which its participation is not required.

C. Payment of Counsel and Litigation Expenses

1. Nothing in this Agreement shall supersede, modify, alter, or substitute any contingency fee agreements the State, Political Subdivisions, or Governmental Public Health Entities have with their respective outside counsel.

2. Counsel for any Political Subdivision or Governmental Public Health Entity who seeks to recover attorneys' fees from settlement funds shall first seek to recover such fees from the attorney fee funds described in each settlement agreement in order to pay or offset such fees.³ For such purposes, the Parties agree that Special Master Joseph C. Tann will calculate an allocation of any fee fund on a pro-rata basis using the same allocation percentage Special Master Tann assigns to each Political Subdivision and Governmental Public Health Entity.

3. The Parties further agree that a supplemental attorneys' fee fund (the "Deficiency Fund") will be created. Administration of the Deficiency Fund shall be the responsibility of Special Master Tann. The costs of administration of the Deficiency Fund may be paid out of the Deficiency Fund. The Deficiency Fund is to be used to compensate counsel for the Political Subdivisions and Governmental Public Health Entities that are entitled to share in settlement proceeds. Eligible contingent fee contracts shall have been executed on or before the effective date of any such settlement.

4. The Deficiency Fund shall be funded as follows: (a) the total of 25% of the Political Subdivision Share plus 25% of the Governmental Public Health Entity Share of each payment that is allocated for that Settlement, unless a contingency fee agreement with a Political Subdivision or Governmental Public Health Entity calls for a fee of less than 25%, in which case the lesser percentage will be used to calculate that subdivision's or entity's contribution to the Deficiency Fund, reduced by (b) the total Political Subdivision and Governmental Public Health Entity fee fund created by a settlement and referenced in Section C(1). These funds shall be deposited to the Deficiency Fund prior to distribution to the Participating Political Subdivisions and Governmental Public Health Entities. Contingent fee contracts used for these calculations shall be capped at 25% or the actual contract rate, whichever is less.

5. Special Master Tann will create a mathematical model to calculate attorneys' fees awards from the Deficiency Fund. The factors to be included in the mathematical model

³ The attorney fee fund for the Teva settlement is set out in Exhibit R to that agreement. The attorney fee fund for the Allergan settlement is set out in Exhibit R to that agreement. The attorney fee fund for the CVS settlement is set out in Exhibit R to that agreement. The attorney fee fund for the Walgreens settlement is set out in Exhibit R to that agreement.

are: (a) the same allocation percentage Special Master Tann assigns to each Political Subdivision; and (b) the contingency fee percentage originally agreed upon, in writing, by the attorney and its Political Subdivision client. Political Subdivision contingent fee contracts shall not exceed 25% or the actual contract rate, whichever is less. Eligible contingent fee contracts shall be executed as of DATE, and the Political Subdivision or Governmental Public Health Entity must have filed a Complaint naming a Settling Defendant on or before the effective date of the State's agreement with that defendant.

6. To the extent that funds paid from a Political Subdivision and Governmental Public Health Entity fee fund in the designated amounts or percentages are inadequate to fully pay amounts due under contingent fee contracts, funds shall be distributed to private counsel for Political Subdivisions and Governmental Public Health Entities qualified to participate in a settlement on a pro rata basis using the same allocation percentage Special Master Tann assigns to each Political Subdivision and Governmental Public Health Entity.

7. Any funds remaining in the Deficiency Fund in excess of the amounts needed to cover private counsel's representation agreements shall revert to the Political Subdivisions and Governmental Public Health Entities and be allocated to the sources from which they derived.

D. Conflicts With Other Agreements

By entering into this Agreement, the Parties agree and acknowledge that the distribution, expenditure, and oversight of Settlement Funds as discussed herein shall be governed by this Agreement. In the event that any term contained in this Agreement conflicts with any allocation plan, apportionment plan, distribution methodology, or abatement plan that is created by, or subject to the discretion of, some other individual, entity, or court outside the State of Alabama, the Parties agree that the terms of this Agreement, including any exhibit attached hereto, shall govern.

E. Agreement Constitutes a State-Subdivision Agreement

This allocation agreement is, and shall be construed as, a State-Subdivision Agreement as that term is defined in the Teva, Allergan, CVS, and Walgreens settlement agreements.

F. Agreement to be Binding for All Finalized Settlements

This allocation agreement will be binding for the Teva, Allergan, CVS, and Walgreens settlements. Should one or more of those settlements not move forward to completion, this agreement will be binding for those settlements that move forward to completion.

F. Jurisdiction

The Parties agree to submit and consent to the exclusive jurisdiction of the Montgomery County Circuit Court, Judge J.R. Gaines, for the resolution of any disputes arising under this agreement.

**TEVA, ALLERGAN, CVS, AND WALGREENS
ALLOCATION AGREEMENT SIGN-ON**

The undersigned, as a duly appointed representative of the County/City of Orange Beach, AL, has read the attached Teva, Allergan, CVS, and Walgreens Allocation Agreement, understands its terms, and agrees to be bound by those terms.

Done, this _____ day of _____, 2023.

Title Mayor
City County of Orange Beach, AL

EXHIBIT B
Settlement Participation Form

Governmental Entity: <u>City of Orange Beach</u>	State: <u>Alabama</u>
Authorized Official: <u>Tony Kennon, Mayor</u>	
Address 1: <u>P.O. Box 458</u>	
Address 2:	
City, State, Zip: <u>Orange Beach, AL 36561</u>	
Phone: <u>251-981-6979</u>	
Email: <u>tkennon@orangebeachal.gov</u>	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 2, 2022 ("the Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision or Participating Special District as provided therein.
2. The Governmental Entity shall, within 30 days of the execution of this Settlement Participation Form, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions or Special Districts as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section IV (Release), and along with all

departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to any Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law. which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. This Settlement Participation Form shall be deemed effective as of the Effective Date of the Walmart Settlement.
11. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: Tony Kennon

Title: Mayor

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

[Draft]

Governmental Entity: <u>City of Orange Beach</u>	State: <u>Alabama</u>
Authorized Official: <u>Tony Kennon, Mayor</u>	
Address 1: <u>P.O. Box 458</u>	
Address 2:	
City, State, Zip: <u>Orange Beach, AL 36561</u>	
Phone: <u>251-981-6979</u>	
Email: <u>tkennon@orangebeachal.gov</u>	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December [], 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance,

oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Tony Kennon

Title: Mayor

Date: _____

EXHIBIT K¹

Subdivision Participation and Release Form

Governmental Entity: <u>City of Orange Beach</u>	State: <u>Alabama</u>
Authorized Official: <u>Tony Kennon, Mayor</u>	
Address 1: <u>P.O. Box 458</u>	
Address 2:	
City, State, Zip: <u>Orange Beach, AL 36561</u>	
Phone: <u>251-981-6979</u>	
Email: <u>+kennon@orangebeachal.gov</u>	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 2, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role

¹ As of December 8, 2022.

as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Tony Kennon

Title: Mayor

Date: _____

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity: <u>City of Orange Beach</u>	State: <u>Alabama</u>
Authorized Official: <u>Tony Kennon, Mayor</u>	
Address 1: <u>P.O. Box 458</u>	
Address 2:	
City, State, Zip: <u>Orange Beach, AL 36561</u>	
Phone: <u>251-981-6979</u>	
Email: <u>tkennon@orangebeachal.gov</u>	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at [link to national settlement website page to be provided].
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would

materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: Tony Kennon

Title: Mayor

Date: _____

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity	City of Orange Beach	State:	Alabama
Authorized Official	Tony Kennon, Mayor		
Address 1:	P.O. Box 458		
Address 2:			
City, State, Zip:	Orange Beach, AL		36561
Phone:	251-981-6979		
Email:	tkennon@orangebeachal.gov		

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at [website link to national settlement website to be provided].
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s

role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: Tony Kennon

Title: Mayor

Date: _____

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF THE
SOUTH ALABAMA MUTUAL ASSISTANCE AGREEMENT**

FINDINGS:

1. The City Council of the City of Orange Beach has reviewed the attached South Alabama Mutual Assistance Agreement (Exhibit A) which provides an understanding between counties, town, and cities ("Political Entity") of the South Alabama Mutual Assistance Compact in providing and receiving mutual aid as a result of "Disasters" (fire, flood, storm, epidemic, technological failure or accident, riot, drought, sudden and sever energy shortage, plant or animal infestation or disease, earthquake, explosion, terrorism, or man-made disasters, or other conditions).
2. The South Alabama Mutual Assistance Agreement was previously approved by Council on April 18, 2017, through Resolution No. 17-095. Baldwin County EMA has requested an updated agreement to replace the previous agreement.
3. Orange Beach City Council has determined that the provisions of the agreement 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 attached South Alabama Mutual Assistance Agreement now before the Council as an act for and on behalf of the City of Orange Beach; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 1st DAY OF MARCH, 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 March 1, 2023.

City Clerk

SOUTH ALABAMA MUTUAL ASSISTANCE AGREEMENT

This South Alabama Mutual Assistance Agreement (the "Agreement") is entered into as of the date of execution of this Agreement by the Chairman of the Baldwin County Commission, by and between Baldwin County, Alabama, by and through the Baldwin County Commission, a political subdivision of the State of Alabama (the "Baldwin County Commission") and the City of Orange Beach, an Alabama Municipal Corporation (the "Political Entity"), subject to the terms and conditions set forth below.

WITNESSETH:

I. PURPOSE

To provide an understanding between and among the counties, towns and cities ("Political Entity" or "Political Entities") of the South Alabama Mutual Assistance Compact in providing and receiving mutual aid as a result of fire, flood, storm, epidemic, technological failure or accident, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, earthquake, explosion, terrorism, or man-made disaster, or other conditions which have overwhelmed or possess the imminent potential to overwhelm local resources. ("Disasters").

II. AUTHORITIES AND REFERENCES

- A.** The basic authority for each county, town or city to enter into this Agreement is Code of Alabama, Title 31, Chapter 9, Sections 31-9-1 through 31-9-24, as amended (the "Alabama Emergency Management Act") and more specifically Section 31-9-9.
- B.** Provisions of this Agreement are based on the various sections and paragraphs of the Alabama Emergency Management Act.

III. SCOPE

This Agreement encompasses the area represented by the South Alabama Mutual Assistance Compact whose membership consists of the Emergency Management Directors of the counties listed on Appendix A, and an authorized representative of the city, town and county governing officials listed on Appendix B.

IV. SITUATION

Response to Disasters can exhaust all resources of a city, town, or county and deplete certain types of manpower, equipment, or supplies. When these conditions exist, the affected entity must rely on the next higher level of government, a neighboring entity, volunteer agencies, and/or the private sector for the necessary resources to save or sustain life, health, and property. Such assistance must be provided or received within the proper legal framework as outlined in the Alabama Emergency Management Act and with a clear understanding of the

conditions under which such assistance is given or received.

V. MUTUAL AID AGREEMENT

Article 1. The purpose of this Agreement is to provide mutual aid among the parties to this Agreement in meeting any Disaster. The prompt, full, and effective utilization of the resources of the respective counties, towns, or cities, including such resources that may be available from the state or federal governments or any other source, are essential to the safety, care and welfare of the people and property thereof in the event of a Disaster. All available resources including personnel, equipment, or supplies, shall be incorporated into a plan or plans of mutual aid. The Emergency Management Directors of the respective county members shall be voting members of the South Alabama Mutual Assistance Compact. The voting members of the South Alabama Mutual Assistance Compact shall establish a committee to formulate plans and take all necessary steps for the implementation of this Agreement which shall be voted on by the voting members.

All authorized representatives of the city, town, and county governing officials listed on Appendix B, as may be amended from time to time, shall be associate members and shall not be entitled to voting rights.

Article 2. It shall be the duty of each Political Entity that is a member of the South Alabama Mutual Assistance Compact to identify an Emergency Management Coordinator to serve as the single point of contact for requests and information sharing and coordination between the Political Entity and the Baldwin County Emergency Operations Center; and formulate plans and procedures for implementation of this Agreement including, but not limited to, the authorization of the County Emergency Management Director in their jurisdiction to deploy their resources and to provide for free exchange of information and plans, including inventories of personnel, materials, supplies, equipment and other resources available for carrying out provisions of this Agreement. The Political Entity and Emergency Management Coordinator shall ensure the Baldwin County Emergency Management Agency has updated and relevant contact information for the Emergency Management Coordinator at all times. Each participating Political Entity shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance and, in what amounts, it should carry. Each assisting Political Entity shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement.

Article 3. All mutual aid assistance should be requested by and through the Baldwin County Emergency Management Agency in Baldwin County, AL, in which the requesting Political Entity is located. Political Entities that deploy without having received a request may or may not be reimbursed for their expenses. Any Political Entity requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided, however, that the Political Entity rendering aid may withhold resources to the extent necessary to provide reasonable protection for such Political Entity. Each party to this Agreement shall extend to the Emergency Management employees of any assisting Political Entity, while operating within the requesting jurisdiction under the terms of this Agreement, the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the Political Entity in which normally employed or rendering services. Emergency Management forces will continue under the command and control of their normal leaders, but the organizational units will come under the operational control of

Emergency Management authorities of the Political Entity receiving assistance.

Article 4. Wherever any person holds a license, certificate or other permit issued by any Political Entity evidencing the meeting of qualifications for professional, mechanical or other skills, such person may render aid involving such skill in any Political Entity to meet a Disaster, and such Political Entity shall give due recognition to such license, certificate or other permit as if issued in the Political Entity in which aid is rendered.

Article 5. Each Political Entity and each emergency management worker is granted immunity from liability for the death of or injury to persons, or for damages to property as a result of attempting to respond according to this Agreement as provided by law.

Article 6. Nothing herein contained shall preclude any Political Entity from entering into supplementary agreements with any other Political Entity as otherwise provided by law.

Article 7. While assisting a requesting Political Entity, the assisting Political Entity shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The requesting Political Entity shall, from any available source, reimburse at a rate of 100% the assisting Political Entity for all direct and indirect payroll costs and expenses incurred in responding to the Disaster, including, but not limited to, employee pensions and benefits, and the pro rata portion of the cost for workers' compensation insurance, as determined by Generally Accepted Accounting Principles (GAAP). The requesting Political Entity is prohibited from granting reimbursement for overtime payroll costs; unless such compensation is in accordance with payroll policies previously established for normal day to day non-disaster activities of the assisting Political Entity. While providing services to the requesting Political Entity, employees of the assisting Political Entity shall remain as employees of their respective agency while responding to or performing an emergency mutual aid function on behalf of the requesting Political Entity and until which time the emergency management worker is relieved of further emergency mutual aid responsibility by a duly authorized official.

Article 8. Each Political Entity shall provide for the payment of compensation and death benefits to full-time employees of such Political Entity who are members of the Emergency Management forces of that Political Entity, and who sustain injuries or are killed while rendering aid pursuant to this Agreement, in the same manner and on the same terms as if the injury or death were sustained in the Political Entity where they are employed. Each Political Entity agrees to furnish a copy of this Agreement to its workers' compensation insurance carrier.

Article 9. Any Political Entity rendering aid in another Political Entity pursuant to this Agreement shall be reimbursed by the Political Entity who requested and is receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment answering a request for aid and for the cost incurred in connection with such requests unless such damage is caused by gross negligence, willful and wanton misconduct, or intentional misuse of the assisting Political Entity's personnel.

Article 10. The assisting Political Entity shall be reimbursed for all materials and supplies used or damaged during the period of assistance unless such damage is caused by gross negligence,

willful and wanton misconduct, or intentional misuse of the assisting Political Entity's personnel. The assisting Political Entity's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance.

It is the responsibility of the assisting entity to document the use of resources using standard units of measurement for usage, kind/type, and time details – to include those associated with personnel, equipment, and supplies. It is the responsibility of the requesting entity to reimburse the assisting entity for costs related to the assistance provided when invoiced by the providing entity. measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the parties may agree that the requesting Political Entity will replace, with like kind and quality as determined by the assisting Political Entity, the materials and supplies used or damaged.

Article 11. This Agreement shall be operative immediately upon its ratification by any Political Entity as between it and any other Political Entity so ratifying. Ratification is indicated by the signature of the Chief Executive of the Political Entity and the Emergency Management Director of that respective jurisdiction after being approved by the governing body of the Political Entity.

Duly authenticated copies of this Agreement will be deposited with each government entity ratifying this Agreement, the Emergency Management Agency represented by the entity, and the Alabama Emergency Management Agency.

Article 12. This Agreement shall continue in force and remain binding on each Political Entity until the governing body of a Political Entity takes action, with or without cause or hearing, to withdraw therefrom. Such action shall not be effective until notice thereof has been sent by the Chief Executive of the Political Entity desiring to withdraw to Secretary of the South Alabama Mutual Assistance Compact.

Article 13. This Agreement shall be construed to effectuate the purposes stated in Article 1 hereof. If any provision of this Agreement is declared unconstitutional or unlawful, or the applicability thereof to any person, entity or circumstance is held invalid, the constitutionality or legality of the remainder of this Agreement and the applicability thereof to other persons, entities and circumstances shall not be affected thereby. Nothing contained in this Agreement shall be construed as a limitation on the powers of participating counties, towns, or cities to enter into other agreements relating to emergency management in an emergency or impairing in any respect the force and effect thereof.

VI. RATIFICATION

This Agreement shall become binding and obligatory when it shall have been signed by the Chief Executive Officer (Mayor, Commission Chairperson, Probate Judge, etc.) of the participating county, town and/or city after approval by the governing body of the county, town and/or city authorizing such signature.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last
as written below.

COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA

CHARLES F. GRUBER, Chairman Date

ATTEST:

RON CINK, County Administrator Date

MUNICIPALITY,

(NAME OF MUNICIPALITY) Date _____

By: _____ (Signature) _____ (Print
Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that CHARLES F. GRUBER as Chairman, and Ronald J. Cink, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

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

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

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

Notary Public

My Commission Expires: _____

RESOLUTION NO. 23-xxx

**A RESOLUTION APPROVING A TEMPORARY PERMIT FOR A
SALES TRAILER AT SOLIS CONDOMINIUM
LOCATED AT 25802 PERDIDO BEACH BOULEVARD**

FINDINGS:

1. SB Property Holdings, LLC, has submitted a request to place a temporary trailer at 25802 Perdido Beach Boulevard that will be used as a sales office for the Solis Condominium project.
2. The City Council is willing to grant a temporary permit for the requested purpose.

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

1. That a temporary permit for a trailer to be used as a sales office for Solis Condominium located at 25802 Perdido Beach Boulevard is approved for a period not to exceed twelve months, unless the temporary permit is renewed or extended by the City Council;
2. That approval of this temporary permit is contingent upon the conditions recommended by staff as follows:
 - a. Prior to the issuance of permits, the property must provide a copy of the lease agreement with Gulf State Park for the parking spaces in the parking area at the Cotton Bayou Public Beach Access and how the leased parking spaces will be designated.
 - b. Property owner will need to show how handicapped parking will be handled.
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 1st DAY OF MARCH, 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 March 1, 2023.

City Clerk



PLANNING & ZONING
COMMUNITY DEVELOPMENT DEPARTMENT
P.O. BOX 2432
ORANGE BEACH, ALABAMA 36561



Memorandum

TO: Mayor Kennon
City Council

FROM: Griffin L. Powell, City Planner

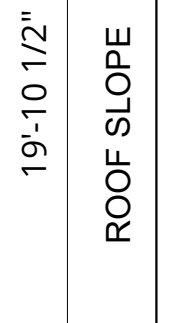
CC: Kit Alexander, Community Development Director
Sherri Descalzo, Planning Coordinator
Renee Eberly, City Clerk
Ford Handley, City Administrator
Jamie Logan, City Attorney

DATE: March 1, 2023

**SUBJECT: SB Property Holding LLC Request for Temporary Sales Trailer
Solis Condominium, 25802 Perdido Beach Boulevard**

1. SB Property Holding LLC requests approval to place a temporary sales trailer at 25802 Perdido Beach Boulevard that will be used as a sales office for the Solis Condominium project.
2. This beachfront property is located between the Summerchase Condominium and the Cotton Bayou Public Beach Access.
3. In June 2022 the Planning Commission approved the site plan review to construct a 24-story condominium containing 132 units. (Case No. 0602-SP-22)
4. The sales office will be a 24' by 20' structure and will have a floor area of 480 square feet.
5. The site plan submitted shows that the sales office will be located in the southeast corner of the property near the beach.
6. The setback distance between the sales office and the east side lot line will be 10 feet.
7. The site plan submitted shows a temporary boardwalk connecting the sales office with the parking area on the Cotton Bayou Public Beach Access.

8. Based on 480 square feet and the office parking requirements in Article 8 of the zoning ordinance (1 space per 280 square feet), 2 parking spaces are required for the sales office.
9. Forrest Daniell, the applicant, indicates that the property owner will be leasing parking spaces from the Gulf State Park in the parking area for the Cotton Bayou Public Beach Access. Staff has expressed concerns on how the sales trailer will handle parking during spring and summer months when the public beach access will be busy with tourists parking.
10. Staff is requesting that the property owner provide a copy of the lease agreement with the Gulf State Park and how the leased parking spaces will be delineated.
11. Staff recommends approval of this request subject to the following:
 - Prior to the issuance of permits with the Building Department, the property must provide a copy of the lease agreement with the Gulf State Park for the parking spaces in the parking area at the Cotton Bayou Public Beach Access and how the leased parking spaces will be designated.
 - As part of the permit review, the property owner will need to show how handicapped parking will be handled.



1

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Grand total: 22	
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TS-7	S-DOOR_LH - EW91002 (FLEX PREMIUM LH DOOR)	1
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2



3



4

PRELIMINARY DRAWING NOT FOR CONSTRUCTION



Forrest Daniell & Associates, P.C.
8007 American Way
Daphne, Alabama 36526
(251) 625-6490 | (251) 625-6494 fax

January 12, 2023

Griffin Powell
Planning and Zoning
P.O. Box 458
Orange Beach, Alabama 36561

Re: Solis – Case No. 0602-SP-22
Request for Temporary Portable Sales Building

Dear Griffin,

We are requesting permission to locate a temporary portable sales building in the southeast corner of the Solis project site.

Attached is a Site Plan indicating the location and size of the sales building. The parking will be leased from the State Park.

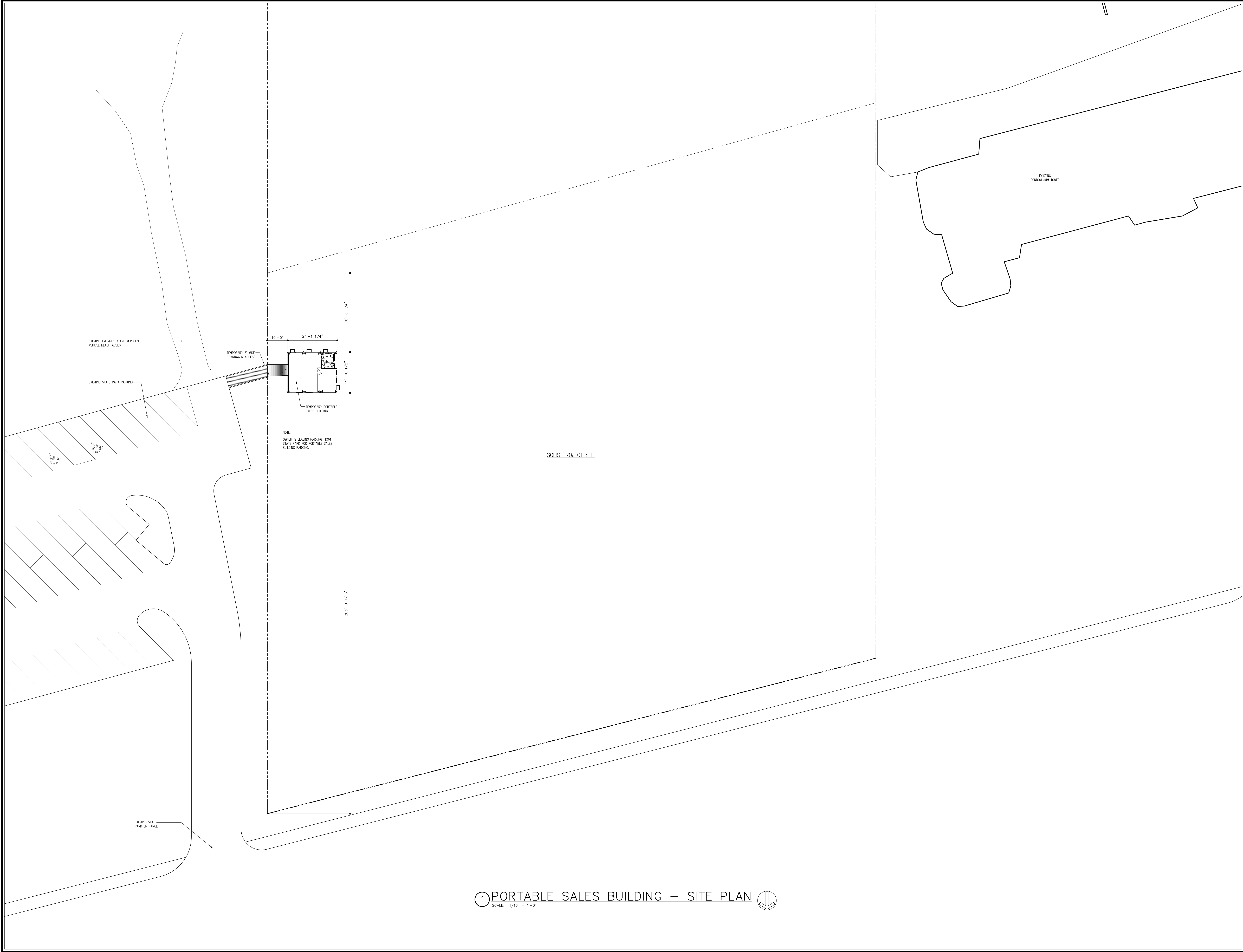
This building will be used on the Solis site only until enough sales have been achieved to begin construction. Once construction has begun, the portable sales building will be relocated to another site. The maximum time requested for the sales building is 12 months, after which the sales building will be removed or an extension will be requested.

Do not hesitate to call or email if you have any questions or need any additional information.

Sincerely,

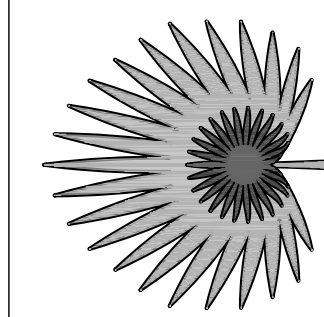
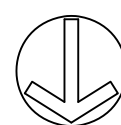
A handwritten signature in blue ink that reads "Forrest Daniell". The signature is written in a cursive, flowing style.

Forrest Daniell
President

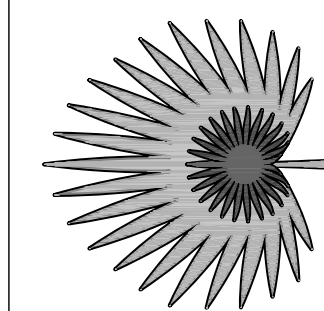


① PORTABLE SALES BUILDING — SITE PLAN

SCALE: 1/16" = 1'-0"



SOLIS



Orange Beach,
Alabama

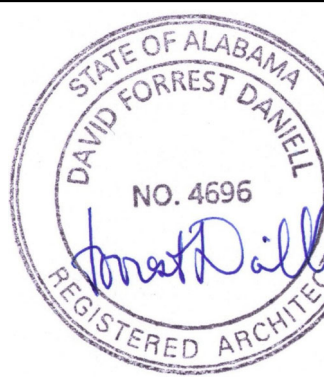
FORREST DANIELL
& Associates, P.C.



8007 American Way
Daphne, AL 36526
(251) 625-6490
(251) 625-6494 fax
www.fdanicll.com

DATA
SCALE:
FILE NAME:

REVISIONS



FILE: FD21010
DATE: SEPTEMBER 2, 2022

SALES01

PORTABLE SALES BUILDING
SITE PLAN



City of Orange Beach

COMMUNITY DEVELOPMENT DEPARTMENT

P.O. Box 2432

Orange Beach, AL 36561

251.981.2610 Fax 251.981.3725

<http://www.cityoforangebeach.com>

DEVELOPMENT PERMIT APPLICATION

To be completed by Community Development Department Staff

APPLICATION DATA

Application #: _____

Total Fees Paid: _____

Check Number: _____

TYPE OF APPLICATION

- ☐ Administrative Site Plan Review
- ☐ Site Plan Review
- ☐ Preliminary/Final Minor Subdivision Approval
- ☐ Preliminary Major Subdivision Approval
- ☐ Final Major Subdivision Approval
- ☐ Rezoning
- ☐ Preliminary PUD Approval
- ☐ Final PUD Approval
- ☐ PUD Modification
- ☒ Temporary Portable Building

NAME OF PROJECT: Solis

PROJECT DESCRIPTION: (Provide Brief Description of Proposed Development, Subdivision, Rezoning, Portable Building, or Special Event; To include lot sizes, square footage of building coverage, number of lots, proposed land uses, number of units, number of buildings, a project narrative, etc.; if more space is needed attach a separate page)

Request to place a Temporary Portable Sales Building on the Solis project site.

PROPERTY INFORMATION:

Address: 25802 Perdido Beach Blvd. Tax Parcel #(s): 65-03-08-0-000-003.001
Oranbe Beach, AL 36561

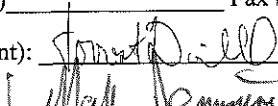
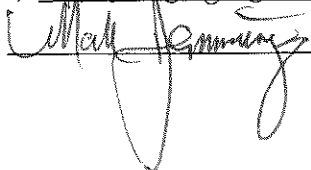
Existing Use: Vacant Land Zoning: BR-2 PPIN #(s) 001214

APPLICANT INFORMATION:

Name: Forrest Daniell & Associates, P.C. Contact Person: Forrest Daniell
Address: 8007 American Way, Daphne, AL 36526
Phone #: (251) 625-6490 Fax #: (251) 625-6494 Email: forrest@fdaniell.com

OWNER INFORMATION:

Name: SB Property Holding, LLC Contact Person: Mark Jennings
Address: 3399 Peachtree Rd. NE, Suite 1700, Atlanta, GA 30326
Phone #: (706) 207-0031 Fax #: () Email: mjennings@athenscg.com

Signature (Applicant):  Date: January 12, 2023
Signature (Owner):  Date: 1-13-2023

Fee Schedule

Application Type	Fee
Administrative Site Plan Review	\$125.00
Site Plan Review	\$250.00
Minor Subdivision Approval	\$250.00 + \$5 per lot
Major Subdivision Approval – Preliminary	\$250.00 + \$5 per lot
Major Subdivision Approval – Final	\$200.00 + \$4 per lot + \$2 per linear foot of paved roadway
Rezoning Application	\$250.00
Planned Unit Developments	\$1,500.00
Modifications to Planned Unit Developments	\$250.00 - \$1,500.00
Temporary Portable Building Permit	No Fee
Zoning Text Amendment	\$250.00
Comprehensive Plan Amendment	\$250.00
Refer to Ordinance 2003-741 for applicable Storm Water Management Fees (Due before issuance of Building Permit)	
Engineering Fees including Traffic Studies – Actual costs recovered from Applicant	
Certified Mail Fees – Actual costs recovered from Applicant	

Application Review Process

Planning and development applications require varying degrees of review, as specified by the City of Orange Beach regulations. The following table summarizes the review requirements for common types of applications. Please contact the Department of Community Development for further details on the review process for your application. **You must request Community Development to forward your application to City Council within 90 days after Planning Commission, if applicable.**

Planning Commission Only	Planning Commission & City Council
• Site Plan Review • Minor Subdivision Approval • Major Subdivision Approval - Preliminary • Major Subdivision Approval – Final	• Rezoning • Preliminary PUD Approval • Final PUD Approval • PUD Modifications • Temporary Portable Building (City Council Only) • Special Events Permit (City Council Only)

General Instructions for Completing the Planning Commission Application Form

1. **Please make an appointment with the Community Development Department to review the application and project prior to submission.**
2. Fill out all requested information completely and legibly. Attach a separate piece of paper keyed to the item number if more space is needed.
3. The format, sequence and order of the required supporting documentation shall be substantially in conformity with the order of the requirements for each submission. Any documents larger than 8½" x 11" shall be folded to this size.
4. All documents shall be grouped into complete sets of submittals such that each group contains the required items (except when only copy of an item is required).
5. The application must have an original signature of the owner and applicant. Copies and facsimiles will not be accepted unless accompanying a signed original.

6. All drawings must be signed and sealed by an engineer, architect or surveyor (as applicable), registered to practice in the state of Alabama, pursuant to the Alabama Code 1975, as amended. All Planning Commission submittals shall be submitted at one time. The department will not accept pieces or parts of submittals of an application. If the application is incomplete or if all required supporting documentation is not submitted, it will not be placed on the Planning Commission agenda. Include the correct fee or the review of your application will not be processed. **(All Planning Commission Applications are due by 5:00 p.m. on date of deadline)**

General Submittal Requirements for Site Plan Review Application

1. One (1) check for \$250.00 and any other applicable fees as determined by the City.
2. One (1) completed application with an original signature. Twelve (12) additional copies will be required at second deadline.
3. One (1) copy of the deed or title certificate.
4. One (1) copy of the utility letters stating availability of service.
5. One (1) boundary/topographic survey of the property (including a complete legal description of the property, vicinity map, and existing contour intervals of not more than 1-foot).
6. Three (3) 24' x 36' copies of the site plan including: Site Data Table (format to be similar to the one provided below), utility service plan, lighting plan, proposed erosion control plan, proposed post development grading plan drawn at a minimum of 1-foot contour intervals linked to existing contours of abutting properties, concept drainage plan, landscape Plan (including Existing Tree survey if applicable) **Drawn by Registered Landscape Architect**, Scaled Building Elevations and a Generalized Floor Plan including building Finish Floor Elevations, Dumpster or Trash Pick-Up Location & Screening, Location and Character of any Signs.

Site Data Table

Zoning of the Site	Set Backs	Lot Size
Lot Width	Proposed Building Coverage * Existing Building Coverage **	
Parking Area Coverage *	Other Impervious Surfaces *	Total Lot Coverage *
Open Space *	Proposed Building Height	Parking Spaces Proposed
Dwelling Units	Dwelling Units Per Acre	

* - Square footage and percentage
of total lot area

** - If applicable

For complete Site Plan Review requirements refer to the Zoning Ordinance (#172).

General Submittal Requirements for Subdivision Application

1. One (1) check for \$250.00 + \$5.00 per lot for Minor Subdivisions (Preliminary and Final Approval) and Major Subdivisions (Preliminary Approval). One (1) \$200.00 check + \$4.00 per lot, + \$2.00 per linear foot of paved roadway for Major Subdivisions (Final Approval). Refer to Ordinance 2003-741 Storm Water Management Regulations for applicable Impact Fees.
2. One (1) completed application with an original signature.
3. One (1) copy of the deed or title certificate showing property ownership.
4. One (1) copy of utility letters indicating availability of service.
5. One (1) copy of a neighborhood properties map which designates tax parcel numbers and names and addresses of the adjacent and adjoining property owners of the proposed subdivision. The list of names and numbers shall be **certified by the County Revenue Commissioner's office. No other list will be accepted.** *Certified Mail Fees – Actual costs recovered from Applicant.*
6. Three (3) 24' x 36' copies of the subdivision plat. Twelve (12) additional copies will be required at the second deadline (minimum size 8½" x 14").

Refer to the City of Orange Beach Subdivision Regulations for additional requirements.

**General Submittal Requirements for
Rezoning Applications & Planned Unit Development Submittals**

1. One (1) check for \$250.00 application fee for rezonings, or one (1) check for \$1,500.00 application fee for PUDs.
2. One (1) completed application with an original signature. Twelve (12) additional copies will be required at second deadline.
3. One (1) copy of the deed or title certificate showing property ownership.
4. One (1) copy of a neighborhood properties map, which designates tax parcel numbers and the names and addresses of property owners within 500' of the proposed rezoning. The list of names and numbers shall be certified by the County Revenue Commissioner's office. **No other list will be accepted.** *Certified Mail Fees – Actual costs recovered from Applicant.*
5. Three (3) copies of a boundary survey of the site on a minimum 24"x36" sheet size, minimum 1"=30' scale, indicating all contiguous land holdings held by the Owner, the legal description and a vicinity map. Twelve (12) additional copies will be required at the second deadline (minimum size 8½" x 14"). This is a requirement of Rezoning Applications only.

Additional Requirements for Planned Unit Development Submittals
(In addition to the above requirements)

6. One (1) copy of utility letters indicating availability of service.
7. One (1) copy of a boundary survey of the site on a minimum 24"x36" sheet size, minimum 1"=30' scale, indicating all contiguous land holdings held by the Owner, the legal description and a vicinity map.
8. One (1) topographic survey of the property.
9. Three (3) 24' x 36' copies of the Master Plan including; a site data table, utility service plan, concept drainage plan, and landscape plan. Twelve (12) additional copies will be required at the second deadline (minimum size 8½" x 14").

Refer to Ordinance #172 City of Orange Beach Zoning Ordinance for additional requirements. You will be required to submit additional copies as the review proceeds from Planning Commission to the City Council.

ORDINANCE NO. 2023-xxxx

**AN ORDINANCE FURTHER AMENDING ORDINANCE NO. 172,
CITY OF ORANGE BEACH ZONING ORDINANCE,
SPRINGHILL SUITES BY MARRIOTT PLANNED UNIT DEVELOPMENT
PRELIMINARY AND FINAL PUD APPROVAL EXTENSION
(#0103-PUD-22)**

FINDINGS:

1. On February 22, 2022, City Council adopted Ordinance No. 2022-1406 approving rezoning of property to allow for construction of a 120-room hotel on Lot 4 of the Summer Salt Plaza Subdivision between Doc's Seafood & Steaks and Live Bait Restaurant.
2. A building permit has not been issued for this PUD. Per Section 7.08 of the Zoning Ordinance, the applicant may request a one-year extension for the PUD if no building permits have been issued within 12 months of PUD approval.
3. The applicant has requested a 12 month extension for the PUD approval to February 2024.

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

1. That the rezoning of the following described property from GB (General Business) to PUD (Planned Unit Development) is hereby extended for 12 months to February 2024. The property is legally described as follows:

214.6' X 600.2' IRR LOT 4 SUMMER SALT PLAZA SUB SLIDE 2514-F
LYING IN THE CITY OF ORANGE BEACH SEC 18-T9S-R5E (SP WD)
Tax Parcel ID #05-65-04-18-0-000-005.013, PPIN #356649
24241 Perdido Beach Boulevard
2. That the Zoning ordinance of the City of Orange Beach as previously amended is hereby further amended to approve the preliminary and final PUD for Springhill Suites by Marriott pursuant to application #0103-PUD-22 on file with the Department of Community Development;
3. That approval of this PUD is contingent upon the conditions recommended by staff and Planning Commission as follows:
 - a. The project will be required to comply with the landscaping screening requirements per Section 4.0505-b for the land use buffer along the north lot line.
 - b. Offsite runoff currently draining onto the site cannot be blocked by proposed construction. Offsite runoff must be collected and adequately conveyed to a positive outfall. This may be addressed during site permits review..
 - c. Any impacts to jurisdictional wetlands will require State and Federal authorizations prior to issuance of site permits.
4. That all ordinances or parts of ordinances in conflict are, to the extent of such conflict, repealed; and
5. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 1st DAY OF MARCH, 2023.

Renee Eberly
City Clerk

Ordinance No. 2023-xxxx (cont'd)

Page 2

The City Clerk of the City of Orange Beach Alabama hereby certifies
that the foregoing **ORDINANCE 2023-xxxx**
was posted on _____ in the following three

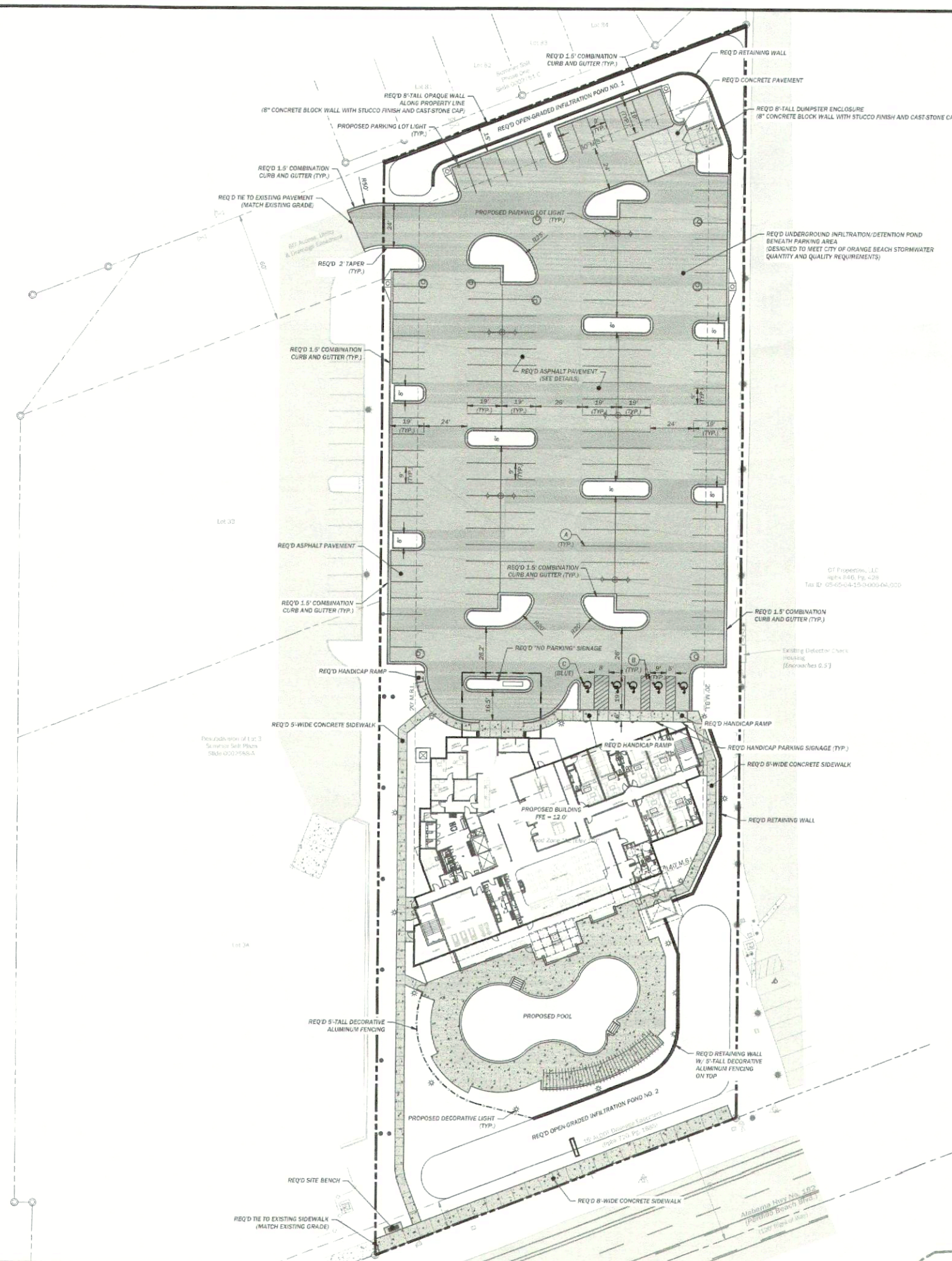
(3) public places:

Orange Beach City Hall _____

Orange Beach Post Office _____

Orange Beach Public Library _____

Renee Eberly, City Clerk



0 30 60 90
SCALE IN FEET

PAVING LEGEND

- REQ'D ASPHALT PAVEMENT
- REQ'D CONCRETE PAVEMENT
- REQ'D CONCRETE SIDEWALK

STRIPING, MARKINGS, AND SIGN LEGEND

- (A) REQ'D: SOLID WHITE, CLL, TYPE A TRAFFIC STRIPE (4" WIDE)
- (B) REQ'D: SOLID BLUE, CLL, TYPE A TRAFFIC STRIPE (4" WIDE)
- (C) REQ'D: TRAFFIC CONTROL MARKINGS, CLL, TYPE A (ALL COLORS)

SITE DATA TABLE

1. PROPERTY AREA:	±2.78 ACRES
2. ZONING:	GB-800
3. MINIMUM SETBACKS:	GB-800 (CURRENT): FRONT: 25' (OR 2' PER 1' OF BUILDING HEIGHT FOR STRUCTURES OVER 50') FOR 73' TALL PROPOSED BUILDING, FRONT SETBACK = 146'
4. DENSITY:	GB-800 (CURRENT): ALLOWED: 42 UNITS/ACRE (182 UNITS/ACRE FOR LOTS 400 SF OR SMALLER) PUD (PROPOSED): 120 UNITS (800 SF OR SMALLER) / 2.76 ACRES X 0.5 = 21.8 UNITS / ACRE
5. BUFFER BETWEEN USES:	PROPOSED IMPACT CATEGORY: HIGH IMPACT ADJACENT IMPACT CATEGORY: EAST: HIGH NORTH: LOW WEST: HIGH REQUIRED BUFFER: EAST: 0' NORTH: 30' OR 15' WITH WALL AND LANDSCAPING WEST: 0' PROVIDED BUFFER: EAST: VARIES NORTH: 15' WITH WALL AND LANDSCAPING WEST: VARIES
6. OFF-STREET PARKING:	REQ'D: 1.25 SPACES / UNIT = 1.25 SPACES / UNIT X 120 UNITS = 150 SPACES PROVIDED: 150 SPACES
7. LOT COVERAGE SUMMARY:	LOT SIZE: 120,359 SF BUILDING COVERAGE: ±13,580 SF (11.3%) PARKING LOT COVERAGE: ±52,000 SF (43.2%) OTHER IMPERVIOUS SURFACE COVERAGE (SIDEWALKS/POOL DECK): ±11,050 SF (9.2%) TOTAL LOT COVERAGE: ±76,630 SF (63.7%) OPEN SPACE: ±54,780 SF (45.5%) (OPEN SPACE = LOT SIZE - BUILDING COVERAGE - PARKING LOT COVERAGE)
8. OPEN SPACE:	±54,780 SF (45.5%) (OPEN SPACE = LOT SIZE - BUILDING COVERAGE - PARKING LOT COVERAGE)
9. SITE LANDSCAPING:	±35,299 SF (29.3%)
10. REQUESTED WAIVERS:	SECTION 4.03: REQUIRED SETBACK FROM STATE HIGHWAY 162 RIGHT-OF-WAY SHALL BE 2' FOR 1' OF BUILDING HEIGHT. • A 140' SETBACK IS PROPOSED FOR A 73' BUILDING HEIGHT. SECTION 10.0306.A.6: FOR STRUCTURES GREATER THAN FIFTY (50) FEET IN HEIGHT, THE BUILDING WIDTH AND/OR DEPTH SHALL BE REDUCED AT VARYING HEIGHTS TO CREATE A TIERED EFFECT OF THE BUILDING PROFILE. SECTION 10.0306.B.2: SEVENTY-FIVE PERCENT (75%) OR MORE OF THE REQUIRED PARKING FOR HOTEL DEVELOPMENTS SHALL BE PROVIDED WITHIN A PARKING STRUCTURE, PARTIALLY OR ENTIRELY LOCATED UNDER/WITHIN THE PRINCIPAL BUILDING STRUCTURE. • 100% OF THE PROPOSED SURFACE PARKING IS PROVIDED BEHIND THE BUILDING, SHIELDED FROM DIRECT VIEW FROM THE PUBLIC ROW. SECTION 10.0306.B.4: FIFTY PERCENT (50%) OF THE REQUIRED PARKING SURFACE SHALL BE CONSTRUCTED OF A PERMANENT PERVIOUS MATERIAL. • SITE DRAINAGE WILL BE DISCHARGED INTO THE SITE'S SOILS VIA INFILTRATION, THUS ACHIEVING THE PURPOSE FOR WHICH PERVIOUS MATERIAL IS INTENDED. 11. MECHANICAL EQUIPMENT AND EXTERIOR SERVICE AREAS: MECHANICAL EQUIPMENT WILL BE ROOF-MOUNTED AND SCREENED BEHIND PARAPETS. GROUND-LEVEL MECHANICAL EQUIPMENT WILL BE ENCLOSED WITHIN THE HOTEL BUILDING OR POOL EQUIPMENT BUILDING AND WILL THEREFORE BE HARMONIOUS WITH THE BUILDING AND SCREENED FROM PUBLIC VIEW. 12. DRAINAGE AND STORMWATER: PROPOSED STORMWATER MANAGEMENT FACILITIES SHALL COMPLY WITH CITY OF ORANGE BEACH STORMWATER MANAGEMENT WATER QUALITY AND QUANTITY CRITERIA.

9797 Timber Circle, Suite A | Daphne, AL 36527
251.333.1010 | www.ttlusa.com

SPRINGHILL SUITES BY MARRIOTT

24241 PERDIDO BEACH BOULEVARD
ORANGE BEACH, ALABAMA

PRELIMINARY

(PUD APPROVAL ONLY)
(NOT FOR CONSTRUCTION)

SITE DEVELOPMENT PLAN

No.	Date	Revision Description

Drawn By: J.A.M.
Date: 11/20/21
File Name: 2111159 Sheet PUD Development Plan.dwg

Checked By: J.A.M.
Proj. No: 21-01-03159-00

Sheet No.
1 OF 1

RECEIVED
DEC 27 2021
O.B. COMMUNITY DEV
0103-Pud-22
File Copy

LANDSCAPE PLAN

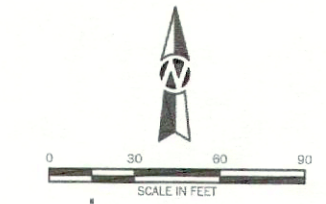


LEGEND

- PROPERTY BOUNDARY
- PROPOSED SPRINGHILL SUITES HOTEL
- ASPHALT PAVEMENT
- LAWN OR LANDSCAPED AREA
- PROPOSED SHRUB / GROUND COVER BED
- PROPOSED MONUMENT SIGN
- PROPOSED CONCRETE SIDEWALK
- EXISTING TREE
- FLOWERING TREE
- LARGE SHADE TREE
- EVERGREEN TREE
- LARGE OAK TREE
- PALM TREE
- PROPOSED EVERGREEN SCREEN HEDGE
- 5' TALL DECORATIVE BLACK ALUMINUM FENCE
- PROPOSED PARKING LOT LIGHT
- PROPOSED DECORATIVE LIGHT
- EXISTING PARKING LOT LIGHT

SUMMARY OF PROPOSED TREES / NOTES

- 42 - HARDWOOD / SHADE TREES
 - 14 - FLOWERING TREES
 - 15 - PALM TREES
- ALL TREES SHALL MEET THE CITY'S CALIPER, HIEGHT & SPECIFICATION REQUIRMENTS.
 - THERE ARE NO KNOWN 'HERITIGE TREES' ON THE SITE THAT WILL BE REMOVED DURING CONSTRUCTION.
 - ALL EXISTING "NON-HERITAGE" TREES ON THE SITE WILL BE REMOVED DUE TO THE PROPOSED SITE GRADING NEEDED TO RAISE THE BUILDING OUT OF THE FLOOD ZONE.
 - THIRTY PERCENT OF THE SITE IS DEVOTED TO LANDSCAPING.



Dale Fritz Associates llc
Landscape Architecture & Planning

9797 Timber Circle, Suite A | Daphne, AL 36527
251.333.1010 | www.ttlusa.com

SPRINGHILL SUITES BY MARRIOTT

24241 PERDIDO BEACH BOULEVARD

ORANGE BEACH, ALABAMA

12/21/12

LANDSCAPE PLAN

No.	Date	Revised Description	Drawn By	Checked By
1	12/21/12	ADDITION OF TREES SUMMARY / TREES ON PLAN	DWF	DWF

File Name: REVISED Preliminary Landscape Grading Beach Hotel.dwg

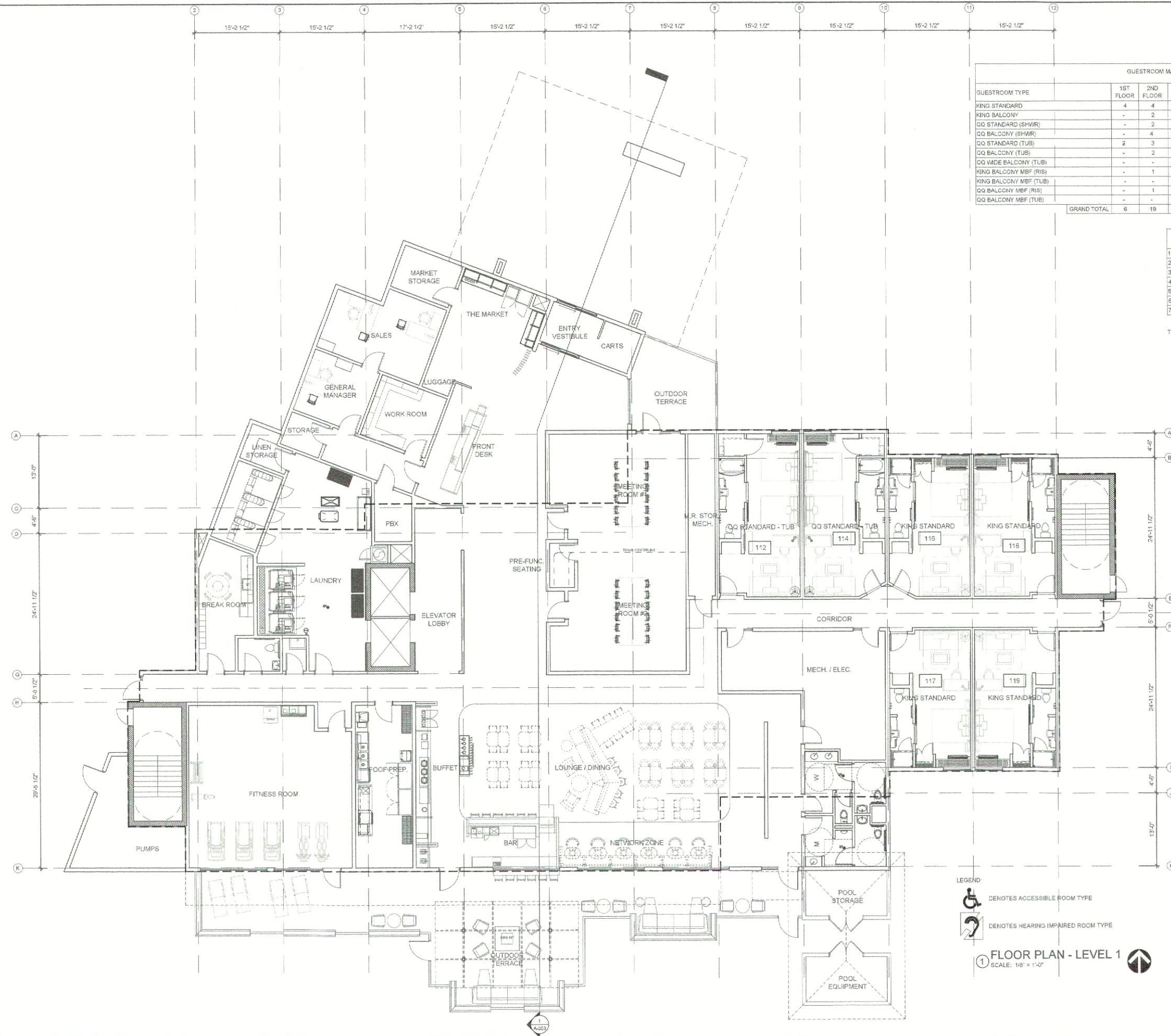
Sheet No.

1 OF 1

GUESTROOM MATRIX								
GUESTROOM TYPE	1ST FLOOR	2ND FLOOR	3RD FLOOR	4TH FLOOR	5TH FLOOR	6TH FLOOR	7TH FLOOR	TOTAL
KING STANDARD	4	4	4	4	4	4	4	28
KING BALCONY	-	2	2	2	2	2	2	12
QQ STANDARD (SHWR)	-	2	2	2	2	2	2	12
QQ BALCONY (SHWR)	-	4	4	4	4	4	4	24
QQ STANDARD (TUB)	2	3	3	3	3	3	3	20
QQ BALCONY (TUB)	-	2	2	2	2	2	2	12
QQ WIDE BALCONY (TUB)	-	-	1	1	1	1	1	5
KING BALCONY MBF (RIS)	-	1	-	-	-	-	-	1
KING BALCONY MBF (TUB)	-	-	-	-	-	-	1	1
QQ BALCONY MBF (RIS)	-	1	-	-	-	-	-	1
QQ BALCONY MBF (TUB)	-	-	1	1	1	1	-	4
GRAND TOTAL	6	19	19	19	19	19	19	120

AREA CALCULATION	
1ST FLOOR	13,721 SF
2ND FLOOR	10,514 SF
3RD FLOOR	10,514 SF
4TH FLOOR	10,514 SF
5TH FLOOR	10,514 SF
6TH FLOOR	10,514 SF
7TH FLOOR	10,514 SF
GRAND TOTAL	76,805 SF

THESE CALCULATIONS INCLUDE INTERIOR SPACES ONLY.



LEGEND
♿ DENOTES ACCESSIBLE ROOM TYPE
♿ DENOTES HEARING IMPAIRED ROOM TYPE

1 FLOOR PLAN - LEVEL 1
SCALE: 1/8" = 1'-0"

Consultant:

Mark Date Revision

SPRINGHILL SUITES
BY MARRIOTT
Perdido Beach Blvd., Orange Beach, AL
FLOOR PLAN / LEVEL 1

Project No: 092117
Date: 12-22-21
Sheet:

A-201

Consultant:

Mark Date Revision

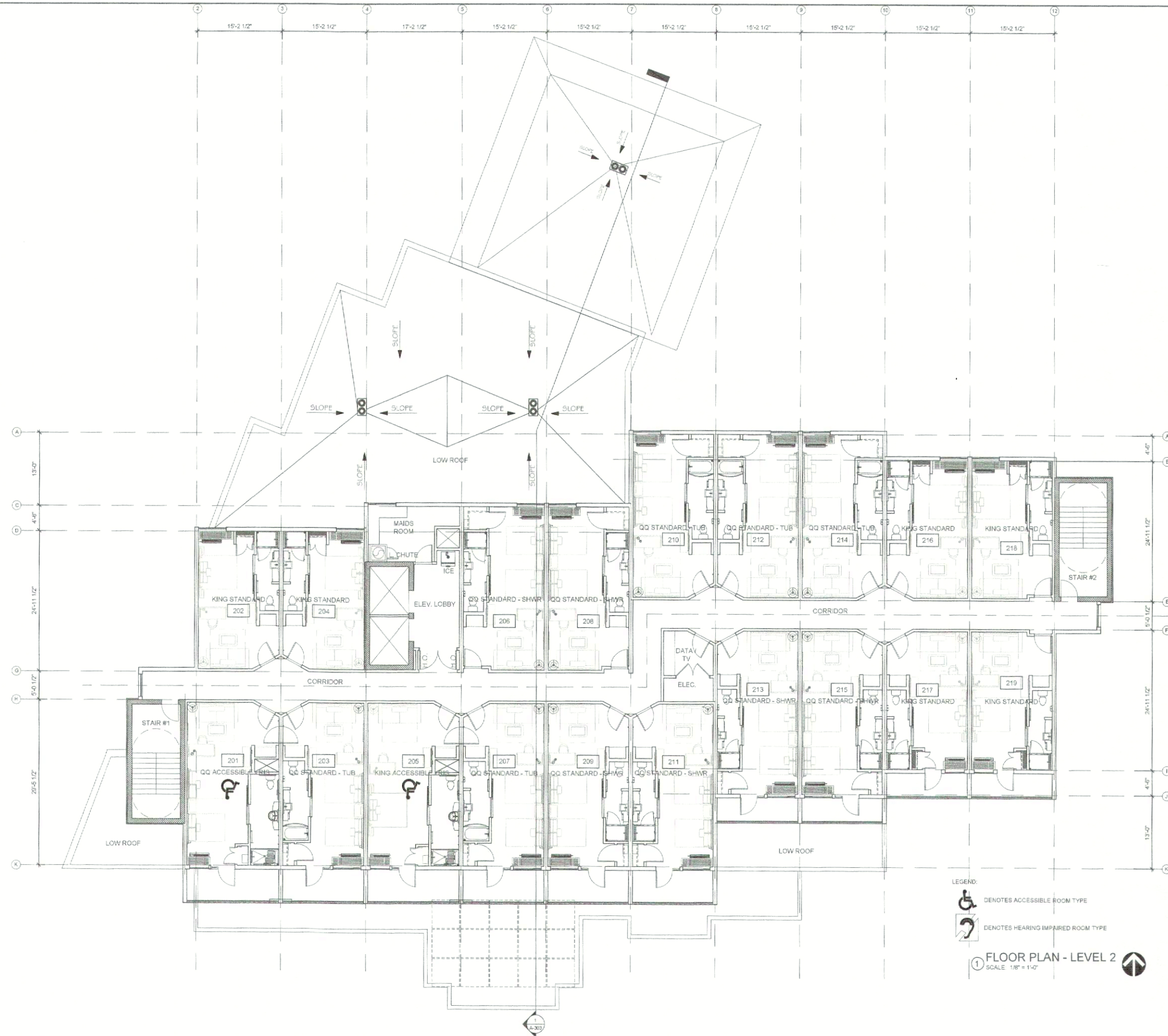
SPRINGHILL SUITES BY MARRIOTT

Perdido Beach Blvd., Orange Beach, AL

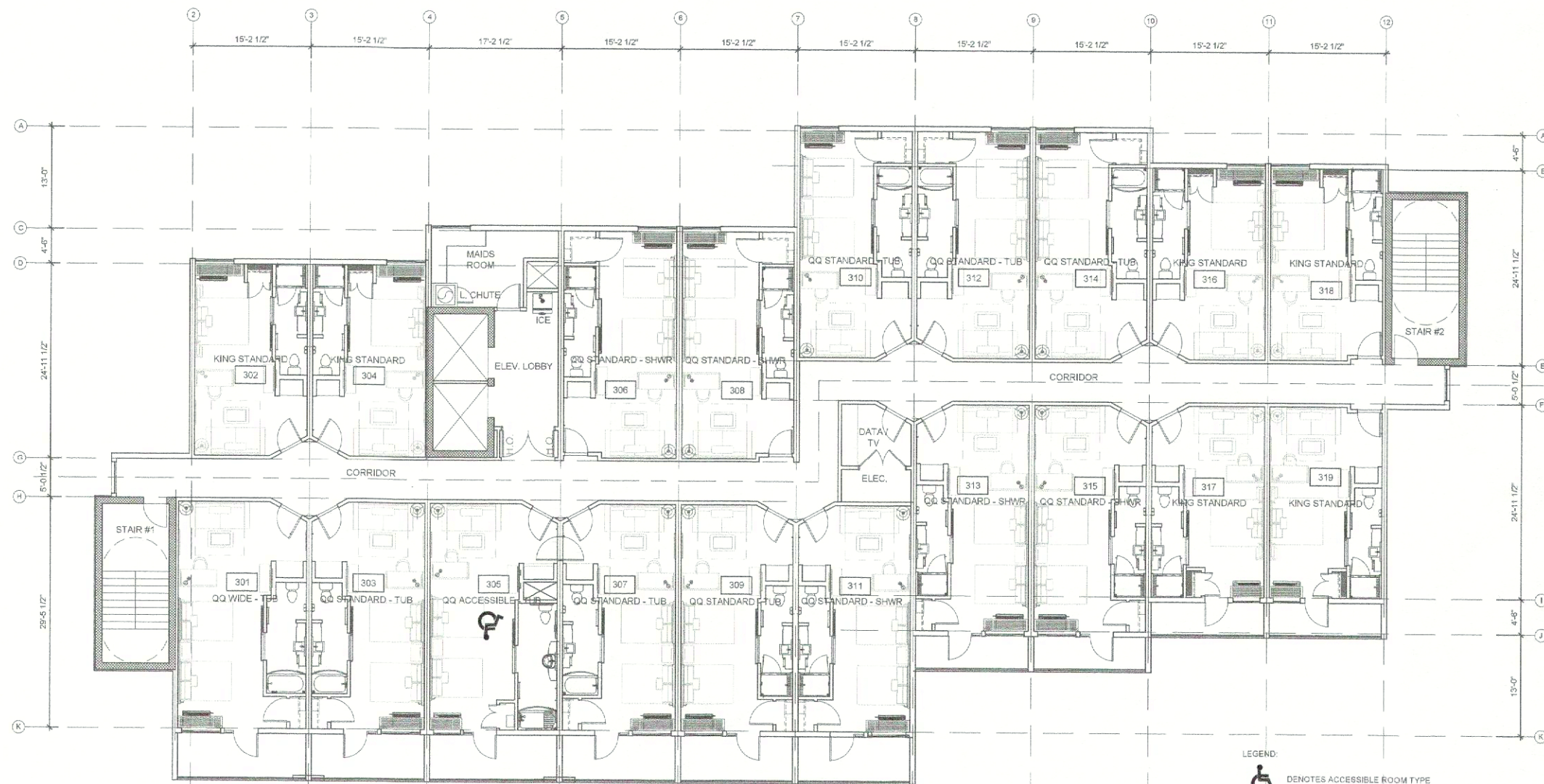
FLOOR PLAN / LEVEL 2

Project No: 062117
Date: 12-22-21
Sheet:

A-202



Consultant:



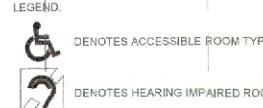
LEGEND:
 DENOTES ACCESSIBLE ROOM TYPE
 DENOTES HEARING IMPAIRED ROOM TYPE

① FLOOR PLAN - LEVEL 3
 SCALE: 1/8" = 1'-0"

SPRINGHILL SUITES
 BY MARRIOTT
 Perdido Beach Blvd., Orange Beach, AL
 FLOOR PLAN / LEVEL 3

Project No: 062117
 Date: 12-22-21
 Sheet:

A-203



① FLOOR PLAN - LEVEL 4
SCALE: 1/8" = 1'-0"

Consultant:

Mark Date Revision

SPRINGHILL SUITES
BY MARRIOTT

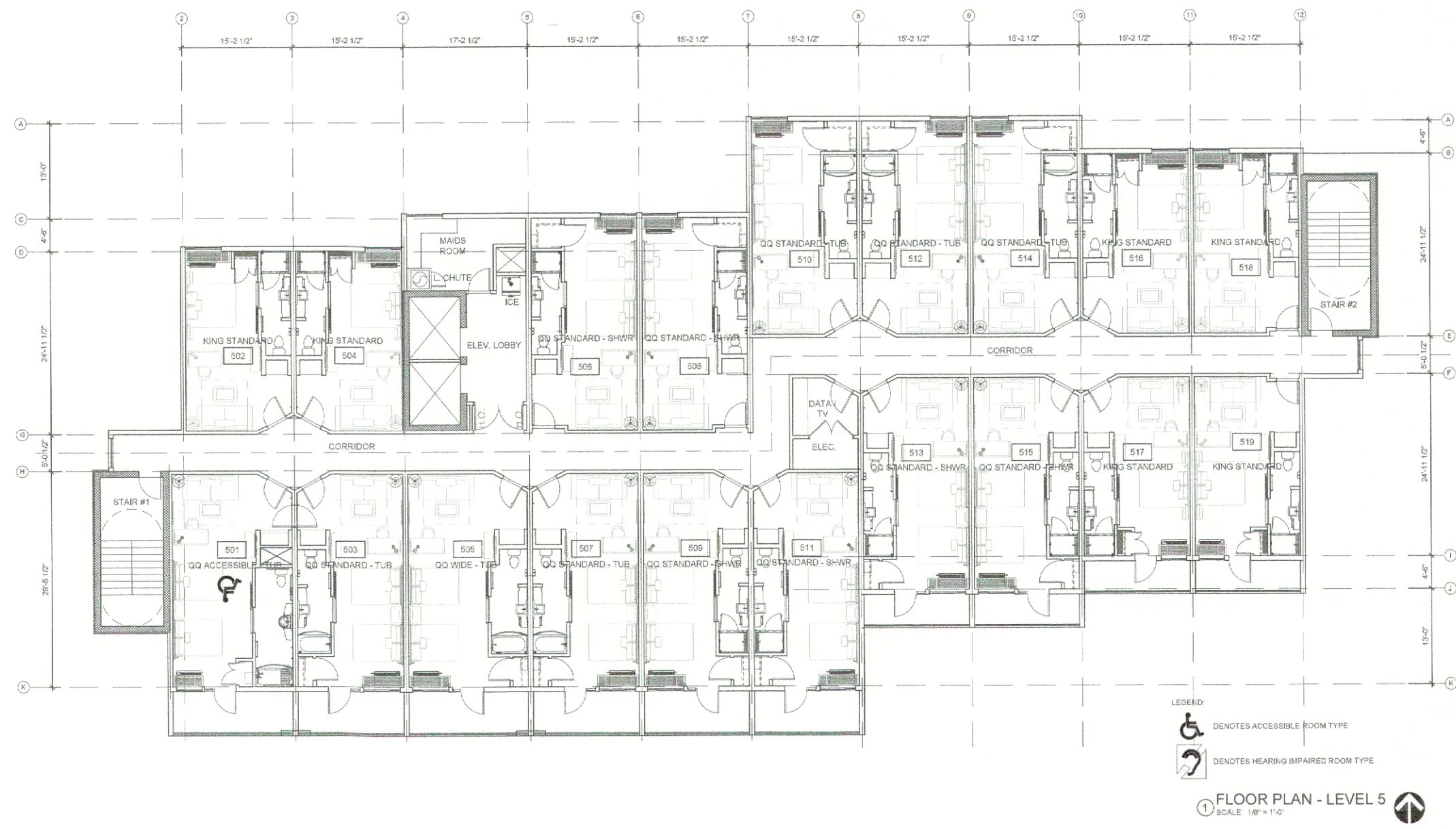
Perdido Beach Blvd., Orange Beach, AL

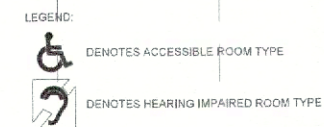
FLOOR PLAN / LEVEL 5

Project No: 092117

Date: 12-22-21

Sheet: A-205





① FLOOR PLAN - LEVEL 6
SCALE: 1/8" = 1'-0"

1 SCALE: 1/8" = 1'-4"



SPRINGHILL SUITES
BY MARRIOTT

Perdido Beach Blvd., Orange Beach, AL

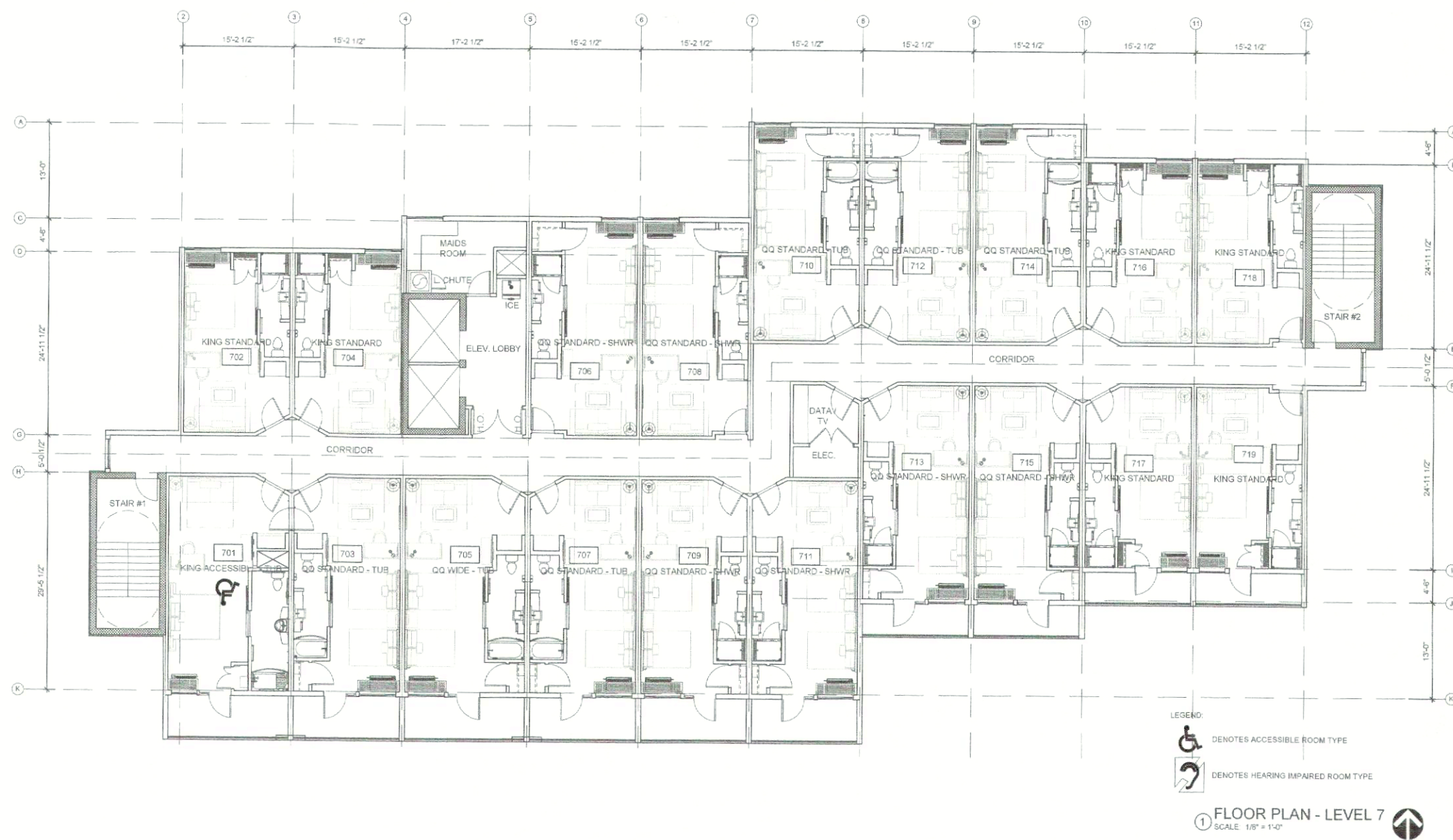
FLOOR PLAN / LEVEL 6

Project No: 09211

Date: 12-22-2011

Sheet

A-206

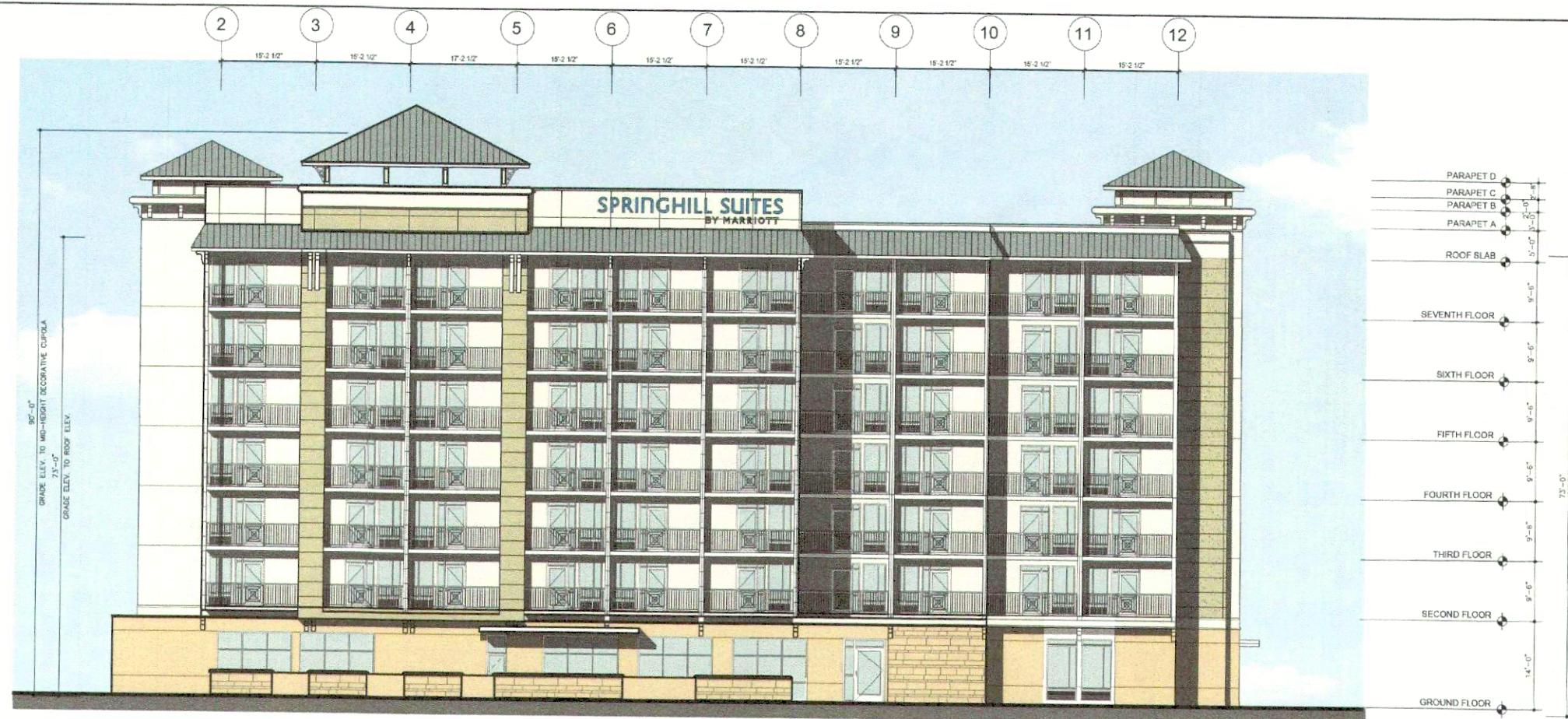


Perdido Beach Blvd., Orange Beach, AL

ROOF PLAN

A-208





1 SOUTH ELEVATION
SCALE: 3/32" = 1'-0"

EXTERIOR FINISH LEGEND

MARK	MATERIAL	DESCRIPTION (ON COLOR)
EF 1	EXTERIOR INSULATION & FINISH SYSTEM (STO-THERM 1177 HURRICANE IMPACT RESISTANT SYSTEM)	PANEL COLOR: SHERWIN WILLIAMS "SW 7025 INKED BLUE WHITE"
EF 2	EXTERIOR INSULATION & FINISH SYSTEM (STO-THERM 1177 HURRICANE IMPACT RESISTANT SYSTEM)	PANEL COLOR: DRYVIT #105 SUEDE
EF 3	EXTERIOR INSULATION & FINISH SYSTEM (STO-THERM 1177 HURRICANE IMPACT RESISTANT SYSTEM)	PANEL COLOR: DRYVIT #104 DOVER SKY
EF 4	EXTERIOR ROOF SYSTEM	REBRIDGE STANDING SEAM METAL ROOFING COLOR: DOVE GREY
ST 1	MANUFACTURED STONE THIN-CUT VENEER OVER STO-THERM 1177 SYS.	CORDONADO STONE PATTERN & COLOR TO BE "PLAYA VISTA Limestone Cream"
AL 1	ALUMINUM RAILINGS	COLOR: BONE WHITE

NOTE: ALL FINISHES PENDING FINAL APPROVAL BY ARCHITECT AND OWNER OF GC PROVIDED FIELD MOCKUP.



1 EAST ELEVATION
SCALE: 3/32" = 1'-0"

BGKT
BOUNDS GILLESPIE KILLEBREW TUSHEK
ARCHITECTS, PLLC • MEMPHIS • HOUSTON
7975 Stage Hills Boulevard, Suite 4
Memphis, Tennessee 38133
T. (901) 377-6603 F. (901) 388-5765
http://www.bgktarchitects.com

Consultant

Mark Date Revision

SPRINGHILL SUITES
BY MARRIOTT
Perdido Beach Blvd., Orange Beach, AL
EXTERIOR BUILDING ELEVATIONS

Project No: 092117
Date: 12-20-21
Sheet:

A-302



PLANNING & ZONING
COMMUNITY DEVELOPMENT DEPARTMENT
P.O. BOX 2432
ORANGE BEACH, ALABAMA 36561



Orange Beach City Council
Meeting – February 22, 2022

Case No. 0103-PUD-22
Springhill Suites by Marriot PUD
Preliminary and Final PUD Approval

Owner/Applicant: OKS Investments LLC, Jim Owen (Owner)
P.O. Box 895, Gulf Shores, AL 36547
(251) 968-6185, jowen@gulfshorestitle.com

Cohen Investments Inc., Stuart Cohen (Applicant)
6750 Poplar Ave., Suite 107, Memphis, TN 38138
(901) 753-4491, scohen@coheninvestments.net

Address of Property:
24241 Perdido Beach Blvd.

Tax Parcels:
05-65-04-18-0-000-005.013

PPIN:
356649

I. GENERAL INFORMATION

Request: **Preliminary and Final PUD Approval**

Cohen Investments Inc., on behalf of OKS Investments LLC, requests preliminary and final PUD approval to rezone 2.8 acres from GB (General Business) to PUD (Planned Unit Development) for a 120-room hotel to be constructed on Lot 4 of Summer Salt Plaza Subdivision.

Planning Commission: The Planning Commission held a public hearing and considered this application at its regular meeting on January 10, 2022. The Planning Commission gave this application a favorable recommendation (6-0) subject to staff conditions, revising the architectural renderings of the hotel to reflect a more coastal look, and compliance with the landscape screening for the land use buffer along the north lot line.

Location: This undeveloped property is Lot 4 of the Summer Salt Plaza Subdivision and is located west of the Live Bait Restaurant and east of Doc's Seafood & Steaks. The municipal address is 24241 Perdido Beach Boulevard.

Present Zoning: GB (General Business)

Present Use: Undeveloped

Future Land Use: Commercial High Intensity
This PUD request is for a hotel development, and hotels are a common function in the Commercial High Intensity land use designation. Therefore, the request is consistent with the Future Land Use Map.

Surrounding Land

Use and Zoning: **North:** Cottage section of Summer Salt (under construction), PUD (Planned Unit Development - *Summer Salt*)
South: Phoenix III and IV Condominium, RM-2 (Multi-Family Residential High Density)
East: Live Bait Restaurant, GB (General Business)
West: Doc's Seafood & Steaks, GB (General Business)

Special Districts: **Overlay Zoning:** Beach Overlay District
Neighborhood District: Beach Resort
Airport Zone: None
Flood Zone: AE-10

Nearby Streets: This property fronts on Perdido Beach Boulevard but will have its driveway access on the rear side on Ruby Lane and connect to Perdido Beach Boulevard through Slipper Boulevard.

Site History:

<i>Date</i>	<i>Description</i>
May 2014	Planning Commission have preliminary and final plat approval to resubdivide a portion of Lots 1, 2, 3 and 4 of Block A of Subdivision 2 of Fractional Section 18, Township 9 South, Range 5 East as recorded, and Lots 1, 2, 3, 4 and 5 of the Resubdivision of Lots 5-10 of Subdivision 18, Township 9 South, Range 5 East as recorded. This plat established the 5-lot Summer Salt Plaza Subdivision of which Lot 4 is a part. (Case No. 0501-SD-14)

II. COMPREHENSIVE PLAN REVIEW

Section 7.03 of the Zoning Ordinance states that it is the purpose and intent of the PUD Ordinance to have developments that promote the goals of the Comprehensive Plan and no PUD shall be approved unless it is consistent with the goals of the Comprehensive Plan. The *City of Orange Beach Preservation and Growth Management Plan, 2020-2035* shows the property as part of the **Beach Resort District**. The proposed PUD complies with the mission of this district as follows:

Beach Resort

The City of Orange Beach seeks to continue to adhere to the Beach Overlay District requirements, increase pedestrian paths that encourage pedestrian traffic between developments, sustain and enhance commercial development and expand facilities at existing beach access points.

According to the applicant, the proposed Springhill Suites by Marriot Hotel will comply with the Beach Resort District in the following ways: (1) providing another resort lodging option with associated resort-style amenities; (2) adding sidewalks along the street frontage and within the development that will facilitate pedestrian traffic to and from the hotel to adjacent developments; and (3) enhancing the commercial frontage of Perdido Beach Boulevard with a planned, landscaped, and meticulously maintained development that will provide connectivity to other adjacent commercial developments.

III. PUD DESIGN STANDARDS

Section 7.03 of the Zoning Ordinance states that all proposed PUD shall achieve one or more of the following design standard objectives:

1. More usable and suitably located open space, recreation areas and other common facilities. (Section 7.03, B.)

According to the applicant, hotel amenities including a fitness room, lounge/dining area, outdoor terraced areas, and a large swimming pool will be provided for the recreational use of all hotel guests.

2. More convenience in location of accessory commercial and service areas. (Section 7.03, C.)

The proposed hotel will be developed as an "in-fill" project and will be located on a currently undeveloped property between two existing restaurant along a commercial corridor according to the applicant.

3. Maximum enhancement and minimal disruption of existing natural features and amenities. (Section 7.03, D.)

The applicant indicates that the proposed hotel will enhance the existing property with planned development, which will not disrupt existing natural features and amenities, on an undeveloped property that is currently surrounded by existing commercial and residential developments. The hotel will include outdoor amenities, site landscaping exceeding the minimum required, controlled access points, sidewalk improvements facilitating pedestrian traffic to and from the hotel and between nearby developments. Also, the development will maintain stormwater infiltration into site soils.

4. More efficient and economic arrangement of varied land use, buildings, circulation systems and facilities. (Section 7.03, H.)

According to the applicant, the proposed hotel development seeks to develop an existing undeveloped "in-fill" lot that is currently surrounded by existing commercial and residential developments. The project will efficiently improve the property by utilizing existing roadway infrastructure to access the site; providing parking facilities behind the proposed hotel to shield direct visibility from the street frontage along Highway 182; providing approximately 10 percent more landscaping than required by the Zoning Ordinance; and providing sidewalks that will facilitate pedestrian traffic to and from the hotel and along the street frontage between developments.

5. Better utilization of sites characterized by special features of geographic location, topography, size or shape. (Section 7.03, J.)

The applicant states that the project seeks to develop currently undeveloped property along an existing commercial corridor between two existing restaurants, thus filling a gap in the Highway 182 commercial corridor.

6. Superior development and redevelopment which is more desirable than that which would occur through strict application of the zoning code. (Section 7.03, K.)

Strict application of the Zoning Ordinance would require structured parking, but would allow both surface and structured parking to be located in front of the building. Additionally, landscaping could consist of only 20 percent of the project site. With this proposed development, all parking will be located behind the building, hidden from direct view from Highway 182. Approximately 30 percent of the site will be dedicated to landscaping, which is 50 percent more than the minimum required.

IV. PUD MASTER PLAN REVIEW

Section 7.04 of the Zoning Ordinance states that an approved PUD shall be considered a separate zoning district in which development plans, as approved, establish the specific restrictions and regulations customized to fit the type of plan proposed by which the development shall be governed. Restrictions may be greater or lesser than the ones otherwise imposed by the Zoning Ordinance and Subdivision Regulations to achieve a development with fits the Comprehensive Plan and PUD Design Standards.

1. Density: The criteria for establishing an average density includes the land use plan for the area, existing surrounding density, density permitted by the existing zoning classification, adequacy of existing and proposed public facilities and services and site characteristics. Density must generally conform to the requirements as set out in Article 4 of this ordinance and conform to the Comprehensive Plan. (Section 7.04, A.)

The proposed hotel will be a Springhill Suites by Marriot and will have 120 lodging rooms. All lodging rooms will have a floor area less than 600 SF and will be counted as a half unit

(0.50) for density calculations. The Zoning Ordinance caps density for 6 more or floors at 42 units per acre or 84 lodging rooms per acre. Based on the lot area of 2.76 acres, this PUD will have a proposed density of 21.8 units per acre or 43.4 lodging rooms per acre, both of which are well below the maximum density.

Under the current zoning (GB), multi-family residential developments and hotels are permitted. The applicant has provided a by-right plan showing a hotel built in a Beach Overlay design with a parking structure in the front and the building tower on top. With the density maxed, a by-right scenario could have up to 231 lodging rooms (115 units) in a 15+ story tower. With the building incremental setbacks or "stepping in" applied to the building, we can assume 200+ lodging rooms could be constructed as compared to the 120 lodging rooms that are being proposed.

The by-right plan shows more impervious building coverage and a parking structure being positioned between two existing restaurants. The proposal to have the hotel closer to Perdido Beach Boulevard in line with the two existing restaurant and parking located behind the hotel is more compatible with the existing developments on this section of Perdido Beach Boulevard.

2. **Common Open Space: At least 20 percent of the area covered by a Final Development Plan shall be landscaped or provide common open space owned and operated by the owner/developer or dedicated to a homeowner association or similar group. (Section 7.04, B.)**

The hotel will be a commercial entity and will own and manage the building and all outside open spaces. More than 45 percent of the site will be open space, consisting primarily of landscaped and drainage areas. In addition, nearly 52,000 SF will be vehicular use and parking areas and more than 11,000 SF will be sidewalks and the swimming pool area.

3. **Access and Parking: All streets, thoroughfares and access ways shall be designed to effectively relate to the major thoroughfare plans of the City of Orange Beach. Adequate off-street parking shall generally conform to the off-street parking requirements set forth in Article 8 of the Zoning Ordinance unless otherwise approved. (Section 7.04, C.)**

The hotel will have 120 lodging rooms. All lodging rooms will be less than 600 SF in floor area and will have 1.25 spaces per room. The following table presents the required and provided parking for this PUD. Based on 120 lodging rooms, 150 parking spaces are required and provided.

Use	Unit of Measure	Required		Provided	
		Parking Ratio	Parking		Parking
			Regular	HC	Regular HC
Lodging Rooms	120	1.25 spaces per unit	150		
Regular & Handicapped Required & Provided			145	5	145 5
TOTAL SPACES REQUIRED & PROVIDED			150		150

All parking will be located behind the hotel and will be accessed through Ruby Lane and Slipper Boulevard. The hotel will not have a driveway access onto Perdido Beach Boulevard.

All parking will be surface parking. The Beach Overlay District requires at least 75 percent of required parking for multi-family, townhouse, condominium and hotel developments to be partially or entirely provided within a parking structure. This PUD requests a waiver to this requirement since all parking will be located behind the hotel and buffered from Perdido Beach Boulevard.

All parking will be constructed of asphalt pavement. The Beach Overlay District requires 50 percent of required parking surfaces to be constructed of permanent pervious materials. This PUD requests a waiver to this requirement. The applicant indicates that all runoff from the site will be routed to infiltration areas that will discharge site runoff into the site's soils, achieving a purpose for which the pervious paving is intended.

4. Perimeter Requirements: The Planning Commission the City Council may impose the requirement that structures, buildings and streets located at the perimeter of the development be permanently screened to protect the privacy of the adjacent existing uses. (Section 7.04, D.)

A land use buffer with a width of 30 feet is required on the north side due to the Summer Salt residential subdivision being located to the north. This PUD proposes to reduce the width of the buffer 50 percent to 15 feet by providing a solid wall 8 feet in height and 8 inches thick along the north lot line. Within the 15 feet, the project will have an infiltration pond and landscaping. The screening in the land use buffer requires landscaping 8 feet in height at the time of planting and of sufficient density. Due to the infiltration pond, the PUD requests a waiver to provide 5 evergreen trees meeting the height requirement. The Summer Salt cottages that will be on the north side of the wall will be multi-story structures.

The mounting poles for the surface parking area will have a total height of 25 feet. The S3 fixtures located around the perimeter, including the north side, will be furnished with a house side shield to prevent the lights from having any adverse impacts on the adjoining properties.

With the Live Bait Restaurant located to the east and Doc's Seafood & Steaks Restaurant to the west, no land use buffers are required along the east and west lot lines.

5. **Signage:** The size, location, design and nature of signs, if any, and the intensity and direction of area floodlighting shall be detailed in the application and must generally conform to the sign regulations in Article 15, unless the massing and scale of the PUD would make additional or different requirements desirable. Signs must nonetheless fit the design character of the development. (Section 7.04, E.)

The hotel will have a freestanding sign along Perdido Beach Boulevard. The freestanding sign will have a height of 6 feet and a structure width of 12 feet. The hotel will also have building signage on the east, south and west sides. The proposed signage complies with Article 15 of the Zoning Ordinance.

6. **Height Limitation:** The criteria for establishing height limitations includes the land use plan for the area, existing surrounding building heights, heights permitted by the existing zoning classification, adequacy of existing and proposed public facilities and services and site characteristics. Height limitations must generally conform to the requirements as set out in Article 4 of this ordinance and conform to the Comprehensive Plan as well as the architectural standards set out in Article 10. (Section 7.04, F.)

The hotel will be a 7-story structure with a building height of 73 feet measured to the top of the roof elevator and 86 feet measured to the mean height of the highest roof feature.

For proposed buildings greater than 50 feet in height located on the north side of Perdido Beach Boulevard west of Highway 161, Section 4.03 of the Zoning Ordinance requires a setback from Perdido Beach Boulevard of 2 feet per 1 foot of building height. This setback is an incremental setback applied to the structure at given heights with the intent of "stepping in" of the building structure profile.

The building footprint of the hotel will have a setback of 140 feet from the front lot line. Based on the height of the highest roof feature (86 feet), an incremental setback of 172 feet from the front lot line is required. From a review of the architectural elevations, the roof feature will be encroaching into this setback area. This PUD requests a waiver to the setback requirement. Roof features are required by the Beach Overlay District to reduce the massive scale of the building and add visual interests.

The following diagram shows the floor breakdown for the hotel.

7	Lodging Rooms (19 units)	
6	Lodging Rooms (19 units)	
5	Lodging Rooms (19 units)	
4	Lodging Rooms (19 units)	
3	Lodging Rooms (19 units)	
2	Lodging Rooms (19 units)	
	Hotel Operations (front desk, lobby, laundry room) Amenities (meeting room, fitness room, lounge area)	Lodging Rooms (6 units)
1		

7. Landscaping and Tree Protection: The criteria for landscaping, removal of trees and protection of heritage trees should generally conform to the requirements of Article 16. (Section 7.04, G.)

Nearly 30 percent of the site will be landscaped, exceeding the minimum requirement of 20 percent.

Most developments have its driveway access and parking areas between the front of the building and the roadway. This PUD will have its driveway access and parking area located behind the hotel. With regard to the perimeter landscape strip of 10 feet required along the right-of-way, this PUD requests a waiver to have it be installed around the swimming pool area in front of the hotel instead of in the pedestrian-oriented area along Perdido Beach Boulevard. The proposed location of the landscape strip will provide proper screening of the swimming pool area. The applicant feels this is a preferable location since there is no vehicular use area between the front of the hotel and Perdido Beach Boulevard. In addition, an infiltration pond is proposed between the pedestrian-oriented sidewalk and the swimming pool area.

This PUD is required to have a land use buffer on the north side due to the proposed residential use to the north. Regardless if the width of the buffer is 30 or 15 feet, landscape screening 8 feet in height at the time of planting and of sufficient density is required. The PUD had requested a waiver to this requirement by providing 5 evergreen trees meeting the height requirement. The Planning Commission declined the waiver request and required full compliance with the landscape screening requirements.

V. DEVIATIONS FROM THE ZONING ORDINANCE AND SUBDIVISION REGULATIONS

1. This PUD requests the following waivers to the Zoning Ordinance:

• **Table 4.0302, (a) – Minimum Setbacks in the Beach Overlay District**

For proposed buildings greater than 50 feet in height located on the north side of Perdido Beach Boulevard west of Highway 161, Section 4.03 of the Zoning Ordinance requires a setback from Perdido Beach Boulevard of 2 feet per 1 feet of building height.

This setback is an incremental setback applied to the structure at given heights with the intent of “stepping in” of the building structure profile.

The building footprint of the hotel will have a setback of 140 feet from the front lot line. Based on the height of the highest roof feature (86 feet), an incremental setback of 172 feet from the front lot line is required. From a review of the architectural elevations, the roof feature will be encroaching into this setback area. Roof features are required by the Beach Overlay District to reduce the massive scale of the building and add visual interests.

- **Section 10.0306, b. 2. – Beach Overlay District, Vehicular Use Area**

This Section requires at least 75 percent of required parking for multi-family, townhouse, condominium and hotel developments to be partially or entirely provided within a parking structure.

All parking for the hotel will be surface parking and driveway access will be on Ruby Lane to the northwest instead of Perdido Beach Boulevard to the south. The justification for this waiver request is that all the parking will be located behind the hotel and properly buffered from view on Perdido Beach Boulevard. In addition, the existing commercial developments to the east and west have surface parking areas.

- **Section 10.0306, b. 4. – Beach Overlay District, Vehicular Use Area**

This Section requires 50 percent of required parking surfaces to be constructed of permanent pervious materials. All parking will be constructed of asphalt pavement. The applicant indicates that all runoff from the site will be routed to infiltration areas that will discharge site runoff into the site’s soils, achieving a purpose for which the pervious paving is intended.

- **Section 16.04, B. 1. – Vehicular Use Area Perimeter Requirements**

This Section requires a strip of privately owned land 10 feet in width located along the lot lines adjacent to a street right-of-way to be landscaped. The required landscaping includes one tree per every 35 feet of linear frontage and shrubbery planted 3 feet on center and 3 feet in height.

Most developments have its driveway access and parking areas between the front of the building and the roadway. This PUD will have its driveway access and parking area located behind the hotel. With regard to the perimeter landscape strip, this PUD requests that it be installed around the swimming pool area in front of the hotel instead of in the pedestrian-oriented area along Perdido Beach Boulevard. The proposed location will provide proper screening of the swimming pool area. The applicant feels this is a preferable location since there is no vehicular use area between the front of the hotel and Perdido Beach Boulevard. In addition, an infiltration pond is proposed between the pedestrian-oriented sidewalk and the swimming pool area.

2. This PUD requests no waivers to the Subdivision Regulations.

VI. STAFF COMMENTS

1. The pedestrian-oriented area (POA) along Perdido Beach Boulevard will have a sidewalk 8 feet in width that will connect to the existing POA sidewalk on the Doc's Seafood & Steaks property to the west. There will also be a sidewalk 5 feet in width that will connect the POA with the swimming pool area in front of the hotel and the entrance area on the rear side of the hotel.
2. Offsite runoff currently draining onto the site cannot be blocked by proposed construction. Offsite runoff must be collected and adequately conveyed to a positive outfall. This may be addressed during site permits review.
3. Any impacts to Jurisdictional wetlands will require State and Federal authorizations prior to issuance of site permits.

VII. CITY COUNCIL ACTION

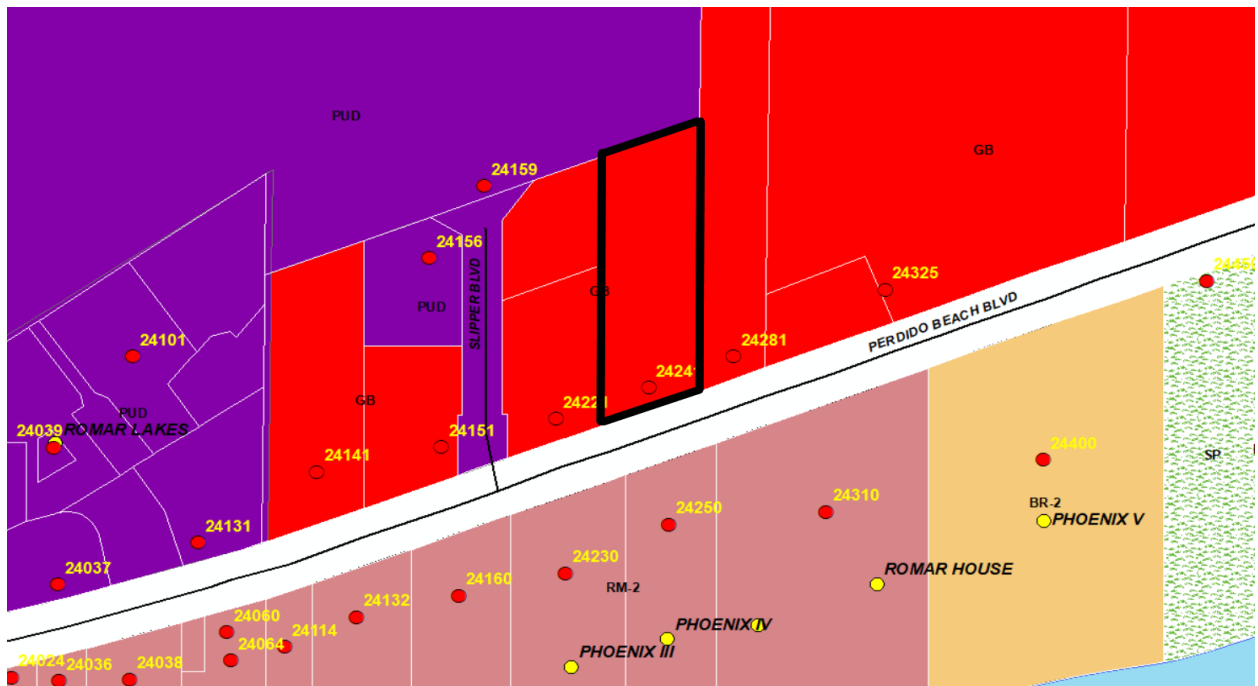
1. **APPROVAL** of preliminary and final PUD approval to rezone 2.8 acres from GB (General Business) to PUD (Planned Unit Development) for a 120-room hotel to be constructed on Lot 4 of Summer Salt Plaza Subdivision.
2. **APPROVAL WITH CONDITIONS** of preliminary and final PUD approval.

STAFF CONDITIONS:

1. The architectural elevations of the hotel will need to be revised to include more coastal elements and looks. The revised architectural elevations must be provided prior to City Council consideration of this application.
 2. The project will be required to comply with the landscaping screening requirements per Section 4.0505, b. for the land use buffer along the north lot line.
 3. The Planning Commission and City Council approvals of the following waivers to the Zoning Ordinance:
 - Table 4.0302, (a) - Minimum Setbacks in the Beach Overlay District
 - Section 10.0306, b. 2. - Beach Overlay District, Vehicular Use Area
 - Section 10.0306, b. 4. - Beach Overlay District, Vehicular Use Area
 - Section 16.04, B. 1. - Vehicular Use Area Perimeter Requirements
 4. Offsite runoff currently draining onto the site cannot be blocked by proposed construction. Offsite runoff must be collected and adequately conveyed to a positive outfall. This may be addressed during site permits review.
 5. Any impacts to Jurisdictional wetlands will require State and Federal authorizations prior to issuance of site permits.
3. **DENIAL** of preliminary and final PUD approval.

VIII. MAPS & PLANS

Zoning Map



Aerial Map



CASE NO. 0103-PUD-22

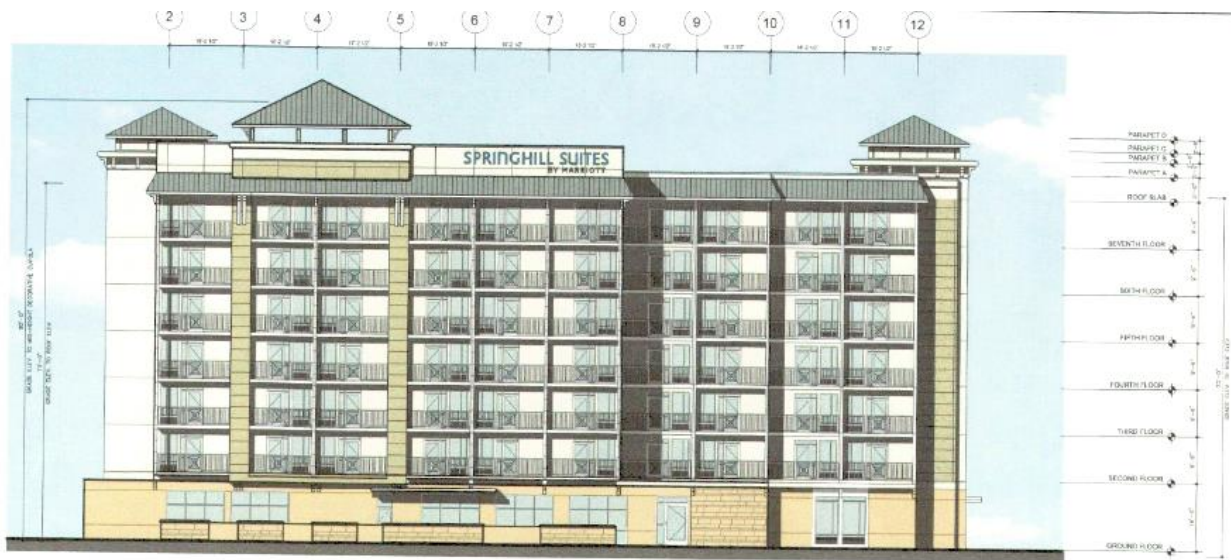




Building Elevations presented at Planning Commission (Colors requested to change)



Building Elevations presented at Planning Commission (Colors requested to change)



1 SOUTH ELEVATION



1 EAST ELEVATION

COHEN INVESTMENTS

COMMERCIAL REAL ESTATE



6750 Poplar Avenue
Suite 107
Memphis, TN 38138
Telephone: (901) 753-4491
Fax: (901) 753-4492

February 9, 2023

Mr. Griffin Powell
City Planner | Community Development
City of Orange Beach
4101 Orange Beach Boulevard
Orange Beach, AL 36561
gpowell@orangebeachal.gov

RE: *Springhill Suites by Marriott PUD*
Case No. 0103-PUD-22
Request for Extension of PUD Approval

Dear Griffin:

As Owner of the property along Perdido Beach Boulevard proposed for the development of the Springhill Suites by Marriott PUD, previously approved by the City Council at their February 22, 2022 meeting, I am writing to formally request a twelve-month extension of the PUD approval. We are currently finalizing design documents and anticipate beginning construction of the project within the 2023 calendar year.

Please let me know if you have any questions or wish to discuss this request any further.

Sincerely,
Orange Beach Hotel Investments, LLC

A handwritten signature in blue ink, appearing to read 'Stuart Cohen'.

Stuart Cohen
Owner



PLANNING & ZONING
COMMUNITY DEVELOPMENT DEPARTMENT
P.O. BOX 2432
ORANGE BEACH, ALABAMA 36561



Memorandum

TO: Mayor Kennon
City Council

FROM: Griffin L. Powell, City Planner

CC: Kit Alexander, Community Development Director
Sherri Descalzo, Planning Coordinator
Renee Eberly, City Clerk
Ford Handley, City Administrator
Jamie Logan, City Attorney

DATE: March 1, 2023

SUBJECT: **Case No. 0103-PUD-22**
Springhill Hotel & Suites PUD
PUD Extension Request

1. In February 2022, Cohen Investments obtained preliminary and final PUD approval to rezone 2.8 acres located at 24241 Perdido Beach Boulevard from General Business (GB) to PUD for a 120-room hotel on Lot 4 of the Summer Salt Plaza Subdivision between Doc's Seafood & Steaks and Live Bait Restaurant.
2. A building permit has not been issued for this PUD. Per Section 7.08 of the Zoning Ordinance, the applicant may request a one-year extension for the PUD if no building permits have been issued within 12 months of PUD approval.
3. On February 9, 2023, Cohen Investments submitted a letter to the Community Development Department requesting a 12 month extension for the PUD approval.
4. The applicant states that the firm is currently finalizing design documents and anticipates beginning construction on the hotel within the 2023 calendar year.
5. If the PUD extension is approved, then the new expiration for this PUD will be February 2024.