



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

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

REGULAR CITY COUNCIL MEETING AGENDA

- I. Call to Order**
- II. Invocation**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. Consideration of Agenda**
- VI. Consideration of Previous Minutes**
 - 1. Flood Damage Prevention Board 08/01/2023
 - 2. Regular Council Meeting 08/01/2023
 - 3. Committee of the Whole 08/01/2023
 - 4. Work Session 08/08/2023
- VII. Reports of Officers/Committees**
 - 1. Finance Director's Report
- VIII. Auditing of Accounts**
 - 1. Vendor Checks
- IX. Presentation(s)**
 - 1. Proclamation declaring September 17-23, 2023, as Constitution Week.
 - 2. Proclamation declaring September 2023 as Gynecologic Cancer Awareness Month.
- X. Recognitions**
 - 1. Recognition of Mike Kimmerling, retiring Fire Chief.

XI. Unfinished Business

Miscellaneous

Resolutions

1. Resolution awarding the bid for the new Wildlife Center, Phase II Interior Buildout, to Rolin Construction, Inc., in an amount not to exceed \$720,000.

Ordinances

XII. New Business

Miscellaneous

1. Approval of a Restaurant Retail Liquor License Application by Lauria's 2 Inc. for Lauria's at 25637 Canal Road, Suites 11 and 12.

Resolutions

1. Resolution appointing Jeffrey F. Smith as Interim Fire Chief for the City of Orange Beach, Alabama.
2. Resolution reappointing Susan Boggs to the Gulf Shores and Orange Beach Tourism Board of Directors.
3. Resolution authorizing the execution of a cooperative agreement with the Alabama Department of Environmental Management (ADEM) for the city to provide permitting, regulating, monitoring, and inspection services and be reimbursed in an amount not to exceed \$37,950.
4. Resolution adopting an amended Procurement Policy for the City of Orange Beach.
5. Resolution authorizing the execution of amendment three to the subaward grant agreement with the Alabama Department of Conservation and Natural Resources for the RESTORE Act-funded North Sewer Force Main Upgrade.
6. Resolution authorizing the execution of a subaward grant agreement with the National Fish and Wildlife Foundation for the removal and recycling of large-scale marine debris caused by Hurricane Sally in the amount of \$367,959.44.
7. Resolution authorizing the execution of a professional services agreement with Watermark Design Group, LLC, for architectural services.
8. 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 Justice Center following the April 10, 2021, hailstorm in an amount not to exceed \$75,800.
9. Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide design services for an event pavilion at the Coastal Arts Center in an amount not to exceed \$13,500.

10. Resolution appropriating funds to the Orange Beach Board of Education to support city school system operations in an amount not to exceed \$3,640,770.
11. Resolution authorizing execution of a performance agreement with McLean Motor Sports Productions, LLC, for the "Bama Coast Cruisin'" event as part of the 2023 Freedom Fest.
12. Resolution authorizing the purchase of a Video Surveillance System at Fire Station No. 3 for the Fire Department through State Bid in the amount of \$29,088.39.
13. Resolution accepting a proposal from ThreatAdvice Technologies to improve the wireless internet network at the Sportsplex in the amount of \$52,002.73.
14. Resolution authorizing settlement in the case of Wireman, et al., v. The City of Orange Beach.
15. Resolution authorizing consent to judgment in the case of Brenizer Living Trust Dated January 28, 2003 v. City of Orange Beach.
16. Resolution authorizing execution of a task order with Sawgrass Consulting, LLC, for preparation of a land survey and subdivision final plat of the property located north of the ICW and east of the Foley Beach Express, also known as Wharf Landing, in an amount not to exceed \$9,500.

Public Hearings

1. Public hearing to consider business license revocation of Super Salt Life LLC for charter boat "Southern Belle". - Resolved and withdrawn.
2. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0801-CU-23, Money Bayou Storage Buildings at 4400 and 4402 Money Bayou Drive Conditional Use Approval.

Ordinances

1. First Reading - Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0801-CU-23, Money Bayou Storage Buildings at 4400 and 4402 Money Bayou Drive Conditional Use Approval.
2. First Reading - Ordinance amending Chapter 10, Article II, Section 10-28 of the Code of Ordinances of the City of Orange Beach, Alabama, to ban exotic animals and provide regulations for sheltering by agents of recognized wildlife associations and zoos.
3. First Reading - Ordinance amending Chapter 2, Article II, Division 2, Section 2-40(b) of the Code of Ordinances of the City of Orange Beach, Alabama, to establish an electronic meeting policy for City Council.

XIII. Public Comments

XIV. Adjourn

**MINUTES OF
FLOOD DAMAGE PREVENTION ORDINANCE BOARD OF ADJUSTMENT
ORANGE BEACH CITY COUNCIL
AUGUST 1, 2023 – 4:45 P.M.
ORANGE BEACH COMMUNITY CENTER**

I. CALL TO ORDER Mayor Tony Kennon called the meeting to order at 4:49 P.M.

II. ROLL CALL

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

Absent: None

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

III. CONSIDERATION OF AGENDA

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

IV. UNFINISHED BUSINESS

1. Consider a variance request submitted by Angie Williams for 25555 Canal Road, Lot 32.

Adam Roberson, Building Official, presented the variance request asking for a 3' waiver on the City's freeboard requirement for the replacement of a mobile home damaged by Hurricane Sally. Mr. Roberson stated that the mobile home would still be raised to 5.5' elevation above grade to meet FEMA requirements.

Council discussed the difference between categories of flood zones, engineering requirements for elevated structures, and risk of future flooding.

Motion made (Silvers/Boyd) to approve the variance request. Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, nay; Blalock, nay; Boyd, aye; Kennon, aye. **Passed. (4-2).**

V. NEW BUSINESS

VI. ADJOURN

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

Time: 5:02 P.M.

APPROVED this the 5th day of September, 2023.

Renee Eberly
City Clerk

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
AUGUST 1, 2023 – 5:00 P.M.
ORANGE BEACH COMMUNITY CENTER**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 5:02 P.M.
- II. INVOCATION** Pastor Jerry Peebles, Romar Beach Baptist 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

Flood Damage Prevention Board	07/11/2023
Regular Council Meeting	07/11/2023
Committee of the Whole	07/11/2023

The reading was waived and minutes were approved as written.

VII. REPORTS OF OFFICERS/COMMITTEES

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

Mayor Kennon recognized Jonathan Langston, Caleb Pittman, Jessica Langston, Polly Pittman and the entire Expect Excellence Performing Arts team for their most recent production, "Dream On: A Tribute to Classic Rock." Jonathan shared that this marks the successful completion of 15 shows, and that 230 children are participating in various lessons with the music department.

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 by Matt Young, Alabama State Parks Southwest District Superintendent. Mr. Young thanked the Mayor and City Council for the city's partnership. He summarized upcoming projects and programs for the Gulf State Park. He also introduced Ricky Fields, Alabama Forestry, who explained an upcoming prescribed burn that will be taking place August 15-25.
2. Presentation by Vicki Pishna, HR Director, on the city's summer worker program. Ms. Pishna showed a slideshow of this year's summer worker program for students ages 14 and 15. This year's program had 32 participants. Ms. Pishna introduced three of the participants who spoke about their experience with the program.
3. Councilmember Boyd introduced Gary and Sheryl Lindsey, whose children are missionaries in Thailand and recently lost their house in a fire. Donations can be made through Orange Beach Methodist Church and Globe International.
4. Phillip West, Coastal Resources Director, recognized Jackie McGonigal, Wind and Water Learning Center Coordinator, who showed a slideshow of this year's sail camp youth program.

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

Resolutions

1. Resolution adopting the rental agreement and fee schedule for the Orange Beach Event Center at the Wharf located at 4671 Wharf Parkway. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor.

XII. NEW BUSINESS

Resolutions

1. Resolution amending Resolution No. 23-063 authorizing the purchase of a Recorder Server for the Police Department Dispatch through General Services Administration (GSA) in the amount of \$73,725.50 to correct payee to Voice Products, Inc. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor.
2. Resolution appropriating funds to Gulf United Metro Business Organization, Inc. (GUMBO) for the 2023 Tourism Summit in the amount of \$12,500. **Motion made (Blalock/Boyd) to adopt the resolution.** Vote unanimous in favor.

3. Resolution to award the proposal for EMS Billing Services to EMS Management & Consultants, Inc. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor.
4. Resolution awarding the bid for Orange Beach/Gulf State Park/Gulf Shores Beach Restoration Project to Great Lakes Dredge & Dock Company, LLC, in an amount not to exceed \$11,694,176.36. **Motion made (Mitchell/Silvers) to adopt the resolution.** Vote unanimous in favor.
5. Resolution authorizing execution of a task order with Sawgrass Consulting, LLC, to provide additional professional services related to the construction of Fire Station No. 3 in an amount not to exceed \$38,000. **Motion made (Boyd/Johnson) to adopt the resolution.** Vote unanimous in favor.
6. Resolution authorizing the execution of a franchise agreement for Southern Light, LLC. **Motion made (Blalock/Mitchell) to adopt the resolution.** Vote unanimous in favor.
7. Resolution authorizing the execution of a software license agreement with Station Automation, Inc., dba PSTrax, for narcotics tracking software for the Fire Department. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor.

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:46 P.M.

APPROVED this the 5th day of September, 2023.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
AUGUST 1, 2023 – 5:46 P.M.
ORANGE BEACH COMMUNITY CENTER**

The Orange Beach City Council met to review potential items for the August 1, 2023, agenda.

The following members were present:

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

The following members were absent:

None

The following items were discussed:

1. Resolution awarding the bid for Baseball Field Turf Installation and Dugouts.
2. Resolution awarding the bid for the new Wildlife Center, Phase II Interior Buildout.
3. Resolution authorizing the execution of a professional services agreement with McCollough Architecture, Inc., for architectural services.
4. Resolution authorizing the purchase of Artificial Turf (Materials Only) for the Soccer/Football Field at the Sportsplex through Sourcewell in the amount of \$436,570.
5. Set a public hearing date for conditional use approval for Case No. 0801-CU-23, Money Bayou Storage Buildings at 4400 and 4402 Money Bayou Drive. Public hearing set for September 5, 2023.
6. Reminder: Public hearing for an appeal by Ike's Beach Service, Inc., of a business license denial on August 15, 2023.
7. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0802-PUDA-23, Buena Vista on the Beach PUD Minor Modification, Covered Open Area Addition on August 15, 2023.

Public Comments:

None

There being no further business, the meeting adjourned.

Time: 5:49 P.M.

APPROVED this 5th day of September, 2023.

Renee Eberly
City Clerk

**MINUTES OF
ORANGE BEACH CITY COUNCIL
WORK SESSION
AUGUST 8, 2023 – 10:00 A.M.
COASTAL ARTS CENTER**

The Orange Beach City Council met on August 8, 2023, at 10:14 A.M. with Mayor Tony Kennon presiding.

The following members were present:

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

The following members were absent:

None

The following items were discussed:

1. Council, employee, and public communications.
2. Canal Road project update.
3. Maintenance of median by The Wharf.
4. City facility signage and wayfinding project.
5. Public safety response to recent drowning .
6. Beachfront business operations.
7. Exotic animals ordinance and requests.
8. Bayou Road update.
9. Beaver Creek sidewalk update.
10. Shrimp Fest / Freedom Fest.
11. Board of Adjustment appointments.
12. Funding request from Pensacola and Perdido Bays Estuary Program.
13. Employee training proposal.
14. Christmas décor and lighting.
15. Municipal judge appointment.
16. Orange Beach in the news.

Councilmember Blalock left the meeting at 1:38 P.M.

17. Personnel succession planning.
18. Financial update.
19. School update.
20. Prebyterian church proposal.
21. Solis development construction laydown yard agreement with Gulf State Park.
22. Legal update.

Work Session
August 8, 2023
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There being no further business, the meeting adjourned.

Time: 2:00 P.M.

APPROVED this 5th day of September, 2023.

Renee Eberly
City Clerk

Baldwin County Bridge Company																														
Month	2004 Amount	2005 Amount	2006 Amount	2007 Amount	2008 Amount	2009 Amount	2010 Amount	2011 Amount	2012 Amount	2013 Amount	2014 Amount	2015 Count	2015 Amount	2016 Count	2016 Amount	2017 Count	2017 Amount	2018 Count	2018 Amount	2019 Count	2019 Amount	2020 Count	2020 Amount	2021 Count	2021 Amount	2022 Count	2022 Amount	2023 Count	2023 Amount	Daily Average
January	13,786	19,164	21,353	22,367	16,056	14,413	11,552	25,285	26,627	28,595	41,070	169,054	50,716	191,873	57,562	213,192	63,958	242,762	72,820	282,615	84,754	294,247	88,274	334,559	100,368	343,485	103,046	390,471	117,141	12,595.84
February	19,921	25,074	21,512	22,007	17,039	14,618	37,222	26,426	28,556	28,955	45,446	177,208	53,162	208,374	62,512	230,177	69,053	288,232	80,470	294,976	88,493	312,791	93,837	333,700	100,110	364,170	109,251	382,033	117,610	14,001.19
March	22,201	25,074	29,124	26,572	22,808	19,348	37,139	39,687	42,770	45,105	70,686	257,708	77,312	307,399	92,220	344,205	399,656	119,897	437,662	131,299	462,168	132,668	483,570	145,071	495,990	148,797	538,437	161,531	17,368.94	
April	23,973	24,545	29,478	26,213	21,849	21,396	40,629	42,065	44,167	45,380	71,203	280,981	84,294	302,699	90,610	344,202	403,261	384,499	115,350	425,215	127,565	200,701	60,210	494,832	148,450	500,591	150,177	516,788	155,036	16,670.58
May	26,046	27,887	32,502	28,176	25,310	23,977	43,343	49,995	49,815	53,589	86,205	338,683	101,605	377,817	113,345	389,478	116,543	430,527	124,884	493,293	147,968	470,740	141,222	554,329	166,449	540,993	162,296	574,116	172,235	18,519.87
June	28,912	29,903	34,931	31,078	26,548	27,822	20,952	53,373	57,015	63,764	97,910	384,702	115,411	417,975	125,393	424,771	127,431	500,311	133,485	533,471	160,041	508,608	152,582	574,662	172,399	576,826	173,048	581,955	174,587	18,772.74
July	34,485	29,765	78,912	33,394	30,508	31,609	22,713	67,069	64,963	68,626	108,514	410,188	123,056	465,402	139,621	501,310	150,393	545,434	148,646	548,879	164,664	521,942	156,583	573,019	171,906	582,601	174,780	611,800	183,540	19,735.48
August	26,153	56,364	67,186	59,600	54,291	23,301	17,598	43,414	47,020	53,925	86,956	310,908	93,272	320,593	96,118	363,386	109,016	422,275	117,317	449,695	134,717	444,695	133,409	442,395	132,719	491,565	147,670			
September	39,534	48,489	56,628	45,432	36,384	16,325	17,081	35,694	36,444	41,389	66,739	210,681	81,654	295,166	88,550	334,299	100,250	358,819	96,122	387,224	116,167	207,746	62,324	450,671	135,201	469,865	140,890			
October	52,273	52,444	56,082	59,680	38,832	36,074	17,542	34,654	36,692	41,537	68,005	256,641	76,992	290,526	87,158	290,776	87,233	371,252	111,376	381,237	114,371	361,305	108,392	449,243	134,773	453,092	135,928			
November	40,609	46,016	83,980	37,690	31,679	29,629	13,069	28,298	30,201	32,434	51,080	195,341	58,602	229,475	68,843	268,621	80,586	288,619	86,646	298,622	89,587	333,863	100,159	381,930	114,579	385,155	115,547			
December	44,028	49,099	78,805	34,801	30,616	27,870	12,524	26,991	28,740	31,237	50,973	192,426	57,728	213,307	63,992	249,158	74,747	283,455	70,037	293,448	89,034	330,912	99,094	373,488	112,046	385,074	115,522			
Reconciliation	209,195	193,195	624,693	208,945	202,914	214,180	133,649																							
REVENUE	571,876	616,167	1,215,166	635,965	524,843	502,763	425,534	472,940	493,011	534,556	844,694		974,106		1,086,122	1,185,773			1,342,812	1,447,679			1,293,035		1,634,069		1,676,853		1,081,680	
VEHICLES	2,723,217	2,934,129	3,376,211	2,959,079	2,499,540	2,394,109	2,026,351	2,252,003	2,347,670	2,545,506	2,815,645		3,247,020		3,620,406	3,952,575			4,476,041	4,825,598			4,310,118		5,446,898		5,899,507		3,605,600	
Summary	Payments	Revenue	Difference	Notes																										
2004	1,200,000	571,876	-628,124																											
2005	1,200,000	616,167	-583,833																											
2006	1,200,000	1,215,166	15,166																											
2007	1,200,000	635,965	-564,035	rate increase 3/1/2007 from \$2 to \$3																										
2008	1,200,000	524,843	-675,157																											
2009	1,200,000	502,763	-697,237																											
2010	1,200,000	425,534	-774,466	rate increase 1/1/2010 from \$3 to \$3.50																										
2011	1,200,000	472,940	-727,061																											
2012	1,200,000	453,011	-706,990																											
2013	1,200,000	534,556	-665,444	Bridge Express opened 10/02 August 15, 2014																										
2014	0	844,694	844,694	Beach Express opened 7/8/15, approx loss \$3,600																										
2015	0	974,196	974,196																											
2016	0	1,086,122	1,086,122																											
2017	0	1,185,773	1,185,773	July '17 rates reduced to increase flow, city still receives same amount per car, June Payment was combined for April and May																										
2018	0	1,342,812	1,342,812																											
2019	0	1,447,679	1,447,679	Sept.20 Hurricane Sally hit causing free tolls for 15 straight days																										
2020	0	1,293,035	1,293,035																											
2021	0	1,634,069	1,634,069																											
2022	0	1,676,853	1,676,853																											
2023	0	1,081,680	1,081,680																											
Cumulative Total	12,000,000	18,559,641	6,559,641																											
@2:10:21	2,186,424.87	cumulative	interest paid																											
	0.00	line of credit balance bank	NOTE: bank loan paid off 11/2/16																											
	0.00	owed to general fund																												
	23,046.98	Revenue after Payback	starting 1/2014 all at \$3.30																											
		BP CLAIM PAID																												

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2023

Check Register for 9/6/2023 to 9/6/2023 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Check Run: 6192					
*****	09/06/2023	7498 ADVANCE AUTO PARTS	Check	No	1,691.61
	Purchase Order #:	0 Voucher #: 132624	Invoice #: 5031		149.99
	Invoice Description:	UV DYE LIGHT			
	001-200-516	SUPPLIES/OPERATING			149.99
	Purchase Order #:	0 Voucher #: 132625	Invoice #: 5316		335.90
	Invoice Description:	24V CHARGER			
	403-676-622	RPR/MAINT VEHICLES			335.90
	Purchase Order #:	0 Voucher #: 132626	Invoice #: 5339		79.60
	Invoice Description:	STK SPARK PLGS/ CLAMPS			
	001-210-516	SUPPLIES/OPERATING			79.60
	Purchase Order #:	0 Voucher #: 132627	Invoice #: 5341		24.78
	Invoice Description:	STK PRIME GUARD			
	001-200-516	SUPPLIES/OPERATING			24.78
	Purchase Order #:	0 Voucher #: 132735	Invoice #: 5442		122.38
	Invoice Description:	#798 BELTS/ TENSIONER			
	001-210-622	RPR/MAINT VEHICLES			122.38
	Purchase Order #:	0 Voucher #: 132822	Invoice #: 8874		337.66
	Invoice Description:	#279 BATTERIES			
	001-100-622	RPR/MAINT VEHICLES			337.66
	Purchase Order #:	0 Voucher #: 132950	Invoice #: 6100		369.62
	Invoice Description:	STK OIL/ DEF FLUID			
	404-677-510	GAS/OIL			369.62
	Purchase Order #:	0 Voucher #: 132951	Invoice #: 9004		239.39
	Invoice Description:	STK OIL ABSRBNT/ TRNSMSSN FIX/ BRK FLD			
	001-200-516	SUPPLIES/OPERATING			239.39
	Purchase Order #:	0 Voucher #: 132952	Invoice #: 9005		29.00
	Invoice Description:	STK HOSE CLAMPS			
	001-210-516	SUPPLIES/OPERATING			29.00
	Purchase Order #:	0 Voucher #: 133255	Invoice #: 208957		3.29
	Invoice Description:	#203 WHEEL STUD			
	001-100-622	RPR/MAINT VEHICLES			3.29
*****	09/06/2023	6133 ADVANCED CLINICAL SERVICES LLC	Check	No	6,250.00
	Purchase Order #:	0 Voucher #: 132736	Invoice #: 8369		6,250.00
	Invoice Description:	DOT DRUG TESTING			
	001-001-612	PROFESSIONAL FEES			6,250.00
*****	09/06/2023	718 AIRGAS, INC	Check	No	210.59
	Purchase Order #:	0 Voucher #: 132737	Invoice #: 9140693792		210.59
	Invoice Description:	O2 CYLNR RENT			
	001-175-614	RENTALS			210.59
*****	09/06/2023	3115 ALABAMA 811	Check	No	1,029.21
	Purchase Order #:	0 Voucher #: 132628	Invoice #: 0723085		1,029.21
	Invoice Description:	MONTHLY PARTICIPATION			
	403-676-612	PROFESSIONAL FEES			1,029.21
*****	09/06/2023	7797 ALABAMA POOLWORKS, LLC	Check	No	87.67
	Purchase Order #:	0 Voucher #: 133076	Invoice #: SAL68911-1		87.67
	Invoice Description:	STABILIZER			
	001-300-616	RPR/MAINT PLANT/BLDGS			87.67
*****	09/06/2023	130 AL DEPT OF REV/COLL SERV DIV	Check	No	217.50

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 133077	Invoice #: 081123-BARNETT		217.50
Invoice Description:		LETTER L1188421472			
001-000-104		GARNISHMENT/SAVINGS			217.50
*****	09/06/2023	126 AL DEPT OF TRANSPORTATION	Check	No	6,882.62
Purchase Order #:	0	Voucher #: 132738	Invoice #: SWA010327		6,882.62
Invoice Description:		TRAFFIC CONTROL SIGNALS			
001-200-612		PROFESSIONAL FEES			6,882.62
*****	09/06/2023	119 AL GLASS WORKS, INC	Check	No	195.00
Purchase Order #:	0	Voucher #: 132739	Invoice #: 4242		195.00
Invoice Description:		DOOR PANIC BAR REPAIR			
001-300-616		RPR/MAINT PLANT/BLDGS			195.00
*****	09/06/2023	3778 ALABAMA INTERACTIVE, LLC	Check	No	180.00
Purchase Order #:	0	Voucher #: 132740	Invoice #: 4804762		180.00
Invoice Description:		JULY 2023			
001-001-612		PROFESSIONAL FEES			180.00
*****	09/06/2023	3093 ALL HYDRAULICS INC	Check	No	3,324.05
Purchase Order #:	0	Voucher #: 132953	Invoice #: 2522		1,729.15
Invoice Description:		#732 HOSE/ LINE/ PRT SLV/ HYD OIL			
001-200-618		RPR/MAINT EQUIPMENT			1,729.15
Purchase Order #:	0	Voucher #: 132954	Invoice #: 2525		1,594.90
Invoice Description:		#901 REPAIR			
404-677-618		RPR/MAINT EQUIPMENT			1,594.90
*****	09/06/2023	170 AL MUNICIPAL INS CORP	Check	No	11,629.00
Purchase Order #:	0	Voucher #: 132823	Invoice #: 49488		11,629.00
Invoice Description:		FIRE STN 3 ADD'L PREMIUM			
001-001-610		INSURANCE/PTY&LIAB			11,629.00
*****	09/06/2023	116 AL'S 5 & 10 #6 O/B	Check	No	101.34
Purchase Order #:	0	Voucher #: 133078	Invoice #: 519089		51.41
Invoice Description:		'WZRD' EMBR THRD/ ZIPLOCS/ PINS/ CANVAS			
001-375-636		PRODUCTION COST			51.41
Purchase Order #:	0	Voucher #: 133079	Invoice #: 519090		49.93
Invoice Description:		SHWR LNRS/ PLASTIC TBLCLTH			
001-350-516		SUPPLIES/OPERATING			49.93
*****	09/06/2023	6708 ALTAPOINTE HEALTH SYSTEMS INC	Check	No	250.00
Purchase Order #:	0	Voucher #: 133256	Invoice #: 230809		250.00
Invoice Description:		D CLAUSEN			
001-100-612		PROFESSIONAL FEES			250.00
*****	09/06/2023	7828 AMAZON CAPITAL SERVICES, INC	Check	No	9,439.46
Purchase Order #:	0	Voucher #: 132629	Invoice #: 11FC-KXN3-QXM9		24.33
Invoice Description:		BLANK KEYS			
001-410-516		SUPPLIES/OPERATING			24.33
Purchase Order #:	0	Voucher #: 132630	Invoice #: 13LY-9611-3G4Q		103.81
Invoice Description:		THREAD CHSR SET/ WHL STUD THRD RSTR			
001-200-516		SUPPLIES/OPERATING			103.81
Purchase Order #:	0	Voucher #: 132631	Invoice #: 19FM-JHY6-3X7T		191.49
Invoice Description:		FUEL TRANSFER METER			
001-614-731		GOMESA			191.49
Purchase Order #:	0	Voucher #: 132632	Invoice #: 1FY4-9HYH-LMT4		22.95
Invoice Description:		WLDLF ELECTROLYTE REPL MIX			

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-410-516 SUPPLIES/OPERATING			22.95
	Purchase Order #:	0 Voucher #: 132633	Invoice #: 1GQ1-QHQJ-FTMQ		78.28
	Invoice Description:	SPOTWELD DRILL BITS			
		001-200-516 SUPPLIES/OPERATING			78.28
	Purchase Order #:	0 Voucher #: 132634	Invoice #: 1KHK-CGQR-DKQL		47.31
	Invoice Description:	WALL CALENDARS			
		430-682-515 SUPPLIES/OFFICE			47.31
	Purchase Order #:	0 Voucher #: 132635	Invoice #: 1KMT-4PNH-3KFQ		28.24
	Invoice Description:	TOILET BOWL CLIPS			
		430-682-513 SUPPLIES/JANITORIAL			28.24
	Purchase Order #:	0 Voucher #: 132636	Invoice #: 1LHV-X6MD-LTVP		46.28
	Invoice Description:	iPAD KYBRD CASE/ LENS CLNG WIPES			
		001-030-516 SUPPLIES/OPERATING			46.28
	Purchase Order #:	0 Voucher #: 132637	Invoice #: 1MGL-JPXC-QDR6		708.18
	Invoice Description:	OUTDOOR A/C/ JWLRY DSPLY RK/ STKRS			
		430-682-507 EQUIPMENT/SMALL			708.18
	Purchase Order #:	0 Voucher #: 132638	Invoice #: 1NJH-666W-MDDJ		89.89
	Invoice Description:	WELDING TORCH REPL			
		001-200-516 SUPPLIES/OPERATING			89.89
	Purchase Order #:	0 Voucher #: 132639	Invoice #: 1TPP-L4HV-WQF6		50.97
	Invoice Description:	BARREL OPENING WRENCHES			
		001-200-516 SUPPLIES/OPERATING			50.97
	Purchase Order #:	0 Voucher #: 132640	Invoice #: 1VTG-XPQ7-7JPV		56.99
	Invoice Description:	7' X 8' SUN SHADE			
		001-614-731 GOMESA			56.99
	Purchase Order #:	0 Voucher #: 132641	Invoice #: 1W4Q-RKF7-36K6		55.99
	Invoice Description:	#777 EMERGENCY LIGHTS			
		001-200-622 RPR/MAINT VEHICLES			55.99
	Purchase Order #:	0 Voucher #: 132642	Invoice #: 1W4Q-RKF7-NN93		84.04
	Invoice Description:	WILDLIFE FOOD			
		001-410-516 SUPPLIES/OPERATING			84.04
	Purchase Order #:	0 Voucher #: 132643	Invoice #: 1WNL-7XK1-943H		132.49
	Invoice Description:	SRNK WRP/ BINDER/ SCISSORS/ CRRCTN TP			
		430-682-516 SUPPLIES/OPERATING			132.49
	Purchase Order #:	0 Voucher #: 132644	Invoice #: 1X1G-CX7P-FJCP		11.97
	Invoice Description:	USB C-CABLES			
		001-175-516 SUPPLIES/OPERATING			11.97
	Purchase Order #:	0 Voucher #: 132645	Invoice #: 1X99-TR6P-6N9W		279.80
	Invoice Description:	LEATHERMAN TOOLS			
		001-410-516 SUPPLIES/OPERATING			279.80
	Purchase Order #:	0 Voucher #: 132646	Invoice #: 1YDH-KL3F-7CN7		45.45
	Invoice Description:	INKJET PAPER			
		001-410-515 SUPPLIES/OFFICE			45.45
	Purchase Order #:	0 Voucher #: 132741	Invoice #: 13C9-3316-DN6L		415.42
	Invoice Description:	PRINTER/ AIR FLTR KIT/ 3V BATTERIES			
		001-120-507 EQUIPMENT/SMALL			415.42
	Purchase Order #:	0 Voucher #: 132742	Invoice #: 13C9-3316-MKN1		39.59
	Invoice Description:	CMPTR MONITOR STAND			
		001-175-516 SUPPLIES/OPERATING			39.59
	Purchase Order #:	0 Voucher #: 132743	Invoice #: 197G-C7H1-7XHK		99.89
	Invoice Description:	#240 CENTER CONSOLE			
		001-100-622 RPR/MAINT VEHICLES			99.89
	Purchase Order #:	0 Voucher #: 132744	Invoice #: 1N67-FJDM-PM4L		52.63

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> TOILET SEATS/ PLANTS					
	001-300-616	RPR/MAINT PLANT/BLDGS			34.76
	001-300-516	SUPPLIES/OPERATING			17.87
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132745	<i>Invoice #:</i> 1RX7-XJ77-TW6N		817.78
<i>Invoice Description:</i> MRKNG WANDS/ SPRY PNT/ CMRA LENS					
	001-100-507	EQUIPMENT/SMALL			817.78
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132824	<i>Invoice #:</i> 11NC-6QXM-K6X1		-14.65
<i>Invoice Description:</i> CRDT- iPHN BELT CLIP					
	001-001-516	SUPPLIES/OPERATING			-14.65
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132825	<i>Invoice #:</i> 16MW-HC64-GQCH		104.44
<i>Invoice Description:</i> TV WALL MOUNT/ CABLE					
	001-001-616	RPR/MAINT PLANT/BLDGS			104.44
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132826	<i>Invoice #:</i> 174C-YQNV-1CKF		-104.44
<i>Invoice Description:</i> CRDT- TV MOUNT/ CABLE					
	001-001-616	RPR/MAINT PLANT/BLDGS			-104.44
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132827	<i>Invoice #:</i> 197G-CYH1-7XHK		99.89
<i>Invoice Description:</i> #240 CTR CONSOLE					
	001-100-622	RPR/MAINT VEHICLES			99.89
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132828	<i>Invoice #:</i> 1JJD-JJWY-MN3D		18.69
<i>Invoice Description:</i> iPHONE CASE					
	001-001-516	SUPPLIES/OPERATING			18.69
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132829	<i>Invoice #:</i> 1JRV-RVGX-M9QC		51.89
<i>Invoice Description:</i> INK CARTRIDGE					
	001-001-516	SUPPLIES/OPERATING			51.89
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132830	<i>Invoice #:</i> 1KPW-3NCJ-WWH4		119.19
<i>Invoice Description:</i> TV MOUNT/ CBL/ HDMI SPLTTR					
	001-001-616	RPR/MAINT PLANT/BLDGS			119.19
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132831	<i>Invoice #:</i> 1KXC-T46W-K7N3		-21.99
<i>Invoice Description:</i> CRDT- 'DRM ON' COSTUME					
	001-375-636	PRODUCTION COST			-21.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132832	<i>Invoice #:</i> 1L3N-7MVD-31NJ		109.00
<i>Invoice Description:</i> FOLDING CHAIRS					
	001-030-507	EQUIPMENT/SMALL			109.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132833	<i>Invoice #:</i> 1NVT-K1V4-DQKQ		-1,253.90
<i>Invoice Description:</i> CRDT- BTTL FILING STN					
	001-410-507	EQUIPMENT/SMALL			-1,253.90
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132955	<i>Invoice #:</i> 13L3-94PW-W4FK		19.95
<i>Invoice Description:</i> iPHN CASE					
	001-200-516	SUPPLIES/OPERATING			19.95
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132956	<i>Invoice #:</i> 1FDJ-GWCL-RD6W		113.97
<i>Invoice Description:</i> iPHN BELT CLIP HLSTRS/ DOOR STOPS					
	001-100-507	EQUIPMENT/SMALL			113.97
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132957	<i>Invoice #:</i> 1JC7-F6JM-4J6Q		27.00
<i>Invoice Description:</i> MONITOR RISER/ CALCULATOR					
	403-676-516	SUPPLIES/OPERATING			27.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132958	<i>Invoice #:</i> 1JJD-JJWY-RJM1		315.29
<i>Invoice Description:</i> MNTRS/ TLT CLN KITS/ DRY ERS WL CLNDRS					
	001-175-516	SUPPLIES/OPERATING			315.29
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132959	<i>Invoice #:</i> 1JWL-GVRN-76TG		23.12
<i>Invoice Description:</i> VGA CABLES					
	001-020-516	SUPPLIES/OPERATING			23.12
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132960	<i>Invoice #:</i> 1NHW-XHP7-J1X3		364.99
<i>Invoice Description:</i> #951 WTR PMP/ RDTR/ FAN/ TSTAT					

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
404-677-618	RPR/MAINT EQUIPMENT				364.99
Purchase Order #:	0	Voucher #: 133080	Invoice #: 11FX-DGP6-KT9Q		269.27
Invoice Description:	DRUM FANS/ CRMR/ TAPE				
430-682-515	SUPPLIES/OFFICE				49.89
430-682-507	EQUIPMENT/SMALL				219.38
Purchase Order #:	0	Voucher #: 133081	Invoice #: 13X3-6MPN-GKY1		439.69
Invoice Description:	'JUNIE' BLLNS/ STRNG WHL/ CSTMS				
001-375-636	PRODUCTION COST				439.69
Purchase Order #:	0	Voucher #: 133082	Invoice #: 13XQ-CCYT-4QNQ		74.99
Invoice Description:	#381 OIL CHNG KIT				
001-410-510	GAS/OIL				74.99
Purchase Order #:	0	Voucher #: 133083	Invoice #: 19TK-4QMD-WYJN		116.51
Invoice Description:	SQWINCHER STIKS				
403-676-616	RPR/MAINT PLANT/BLDGS				116.51
Purchase Order #:	0	Voucher #: 133084	Invoice #: 19TK-4QMD-XH3X		151.60
Invoice Description:	LAMINATING POUCHES				
001-325-516	SUPPLIES/OPERATING				151.60
Purchase Order #:	0	Voucher #: 133085	Invoice #: 1C96-3XVG-49WY		675.88
Invoice Description:	GYMNSTC MATS/ CARPET TAPE				
001-350-507	EQUIPMENT/SMALL				628.00
001-350-516	SUPPLIES/OPERATING				47.88
Purchase Order #:	0	Voucher #: 133086	Invoice #: 1FR9-14WX-6DQ6		252.45
Invoice Description:	EXERCISE RESISTANCE BANDS				
001-300-516	SUPPLIES/OPERATING				252.45
Purchase Order #:	0	Voucher #: 133087	Invoice #: 1FWF-W16Y-9YY9		79.98
Invoice Description:	SCANNER CONSUMABLES				
001-020-516	SUPPLIES/OPERATING				79.98
Purchase Order #:	0	Voucher #: 133088	Invoice #: 1J3C-R96J-NH7Q		18.99
Invoice Description:	CARBURETOR				
001-300-618	RPR/MAINT EQUIPMENT				18.99
Purchase Order #:	0	Voucher #: 133089	Invoice #: 1JWJ-17TT-37HN		11.66
Invoice Description:	NOTE PADS				
001-300-516	SUPPLIES/OPERATING				11.66
Purchase Order #:	0	Voucher #: 133090	Invoice #: 1L1V-47YT-9WPW		1,255.74
Invoice Description:	MRKRS/ CRYNS/ PPR/ RSTNC BNDS				
001-350-516	SUPPLIES/OPERATING				1,255.74
Purchase Order #:	0	Voucher #: 133091	Invoice #: 1L1V-47YT-NGPK		116.80
Invoice Description:	SUCTION HOSE ASSM				
403-676-616	RPR/MAINT PLANT/BLDGS				116.80
Purchase Order #:	0	Voucher #: 133092	Invoice #: 1L7C-VMYM-HX9T		38.76
Invoice Description:	BRD BKS/ CHOICES GAME/ GRID PPR				
001-350-516	SUPPLIES/OPERATING				38.76
Purchase Order #:	0	Voucher #: 133093	Invoice #: 1LGJ-FVDL-TPVN		403.26
Invoice Description:	HAND MXRS/ WRK TBL/ CASTERS				
001-350-516	SUPPLIES/OPERATING				403.26
Purchase Order #:	0	Voucher #: 133094	Invoice #: 1LHV-X6MD-RG73		655.11
Invoice Description:	FILE CBNTS/ STG BINS/ BEADS				
001-350-516	SUPPLIES/OPERATING				655.11
Purchase Order #:	0	Voucher #: 133095	Invoice #: 1PGP-VXC1-93PY		80.79
Invoice Description:	STG BOX				
001-410-516	SUPPLIES/OPERATING				80.79
Purchase Order #:	0	Voucher #: 133096	Invoice #: 1R9W-CFDP-MG1D		134.97
Invoice Description:	POPCORN BAGS				

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-300-516 SUPPLIES/OPERATING			134.97
		Purchase Order #: 0 Voucher #: 133097 Invoice #: 1VHC-PYDG-LMMW			-22.99
		Invoice Description: CRDT- 'DRM ON' CSTM SKIRT			
		001-375-636 PRODUCTION COST			-22.99
		Purchase Order #: 0 Voucher #: 133098 Invoice #: 1WTY-GGRF-4N9F			10.88
		Invoice Description: iPHN BELT CLIPS			
		001-001-516 SUPPLIES/OPERATING			10.88
		Purchase Order #: 0 Voucher #: 133099 Invoice #: 1YYP-QFKK-WLF4			655.94
		Invoice Description: OFC CHRS/ DESK/ COPY PPR			
		001-300-516 SUPPLIES/OPERATING			39.99
		001-300-507 EQUIPMENT/SMALL			615.95
		Purchase Order #: 0 Voucher #: 133100 Invoice #: 1YFP-49QN-R6HR			165.72
		Invoice Description: WRITING WORKBOOKS			
		001-350-516 SUPPLIES/OPERATING			165.72
		Purchase Order #: 0 Voucher #: 133257 Invoice #: 1K7Y-61C1-3PF3			51.80
		Invoice Description: AMERICAN FLAGS			
		001-100-516 SUPPLIES/OPERATING			51.80
		Purchase Order #: 0 Voucher #: 133258 Invoice #: 1MJ3-HN43-3WYW			156.56
		Invoice Description: SWITCH/ PLIERS SET/ DOOR PICK SET			
		001-120-507 EQUIPMENT/SMALL			156.56
		Purchase Order #: 0 Voucher #: 133259 Invoice #: 1MWX-GQLQ-73WC			29.99
		Invoice Description: HOSE PINCHOFF PLIERS SET			
		001-120-507 EQUIPMENT/SMALL			29.99
		Purchase Order #: 0 Voucher #: 133260 Invoice #: 17XT-QX4J-9DGQ			158.90
		Invoice Description: FANS			
		001-100-507 EQUIPMENT/SMALL			158.90
*****	09/06/2023	7742 AMERITURF	Check	No	1,206.41
		Purchase Order #: 0 Voucher #: 132647 Invoice #: 80012			1,206.41
		Invoice Description: HERBICIDE			
		001-210-620 RPR/MAINT GROUNDS			1,206.41
*****	09/06/2023	7765 A PRECISION AUTO GLASS, INC	Check	No	392.00
		Purchase Order #: 0 Voucher #: 132961 Invoice #: D055651			392.00
		Invoice Description: #411 WINDSHEILD REPAIR			
		001-175-622 RPR/MAINT VEHICLES			392.00
*****	09/06/2023	6613 AQUA PRODUCTS, INC	Check	No	1,146.96
		Purchase Order #: 0 Voucher #: 133101 Invoice #: 20231270			1,146.96
		Invoice Description: ACCUTABS			
		001-300-616 RPR/MAINT PLANT/BLDGS			1,146.96
*****	09/06/2023	8139 ARCADIA CULVERTS	Check	No	3,680.40
		Purchase Order #: 230152 Voucher #: 132648 Invoice #: 6249			3,680.40
		Invoice Description: CULVERTS			
		001-608-720 ROADWAYS/PAVING/RESURFACE			3,680.40
*****	09/06/2023	8064 AT&T MOBILITY	Check	No	119.94
		Purchase Order #: 0 Voucher #: 132746 Invoice #: 287316107471X080323			119.94
		Invoice Description: 6/26-07/25/23 MIFI FIRSTNET			
		001-175-605 COMMUNICATIONS			119.94
*****	09/06/2023	7007 AT WORK UNIFORMS	Check	No	552.01
		Purchase Order #: 0 Voucher #: 132747 Invoice #: 94113			391.65
		Invoice Description: SHIRTS			
		001-100-540 UNIFORMS			391.65

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 132748	Invoice #: 94133		160.36
Invoice Description:		OVER BADGE TABS			
001-100-540		UNIFORMS			160.36
***** 09/06/2023		8106 BAKER DISTRIBUTING COMPANY, LLC	Check	No	1,721.09
Purchase Order #:	0	Voucher #: 132834	Invoice #: EF98811		299.89
Invoice Description:		HVAC BLOWER MOTOR			
001-300-616		RPR/MAINT PLANT/BLDGS			299.89
Purchase Order #:	0	Voucher #: 132962	Invoice #: EG28933		1,421.20
Invoice Description:		SMTH HS CNDNSNG UNIT/ PAD			
001-175-616		RPR/MAINT PLANT/BLDGS			1,421.20
***** 09/06/2023		396 BALDWIN CTY COMMISSION	Check	No	835.86
Purchase Order #:	0	Voucher #: 133102	Invoice #: 23.016		835.86
Invoice Description:		04/01-06/30/23 NAVY RD			
001-608-720		ROADWAYS/PAVING/RESURFACE			835.86
***** 09/06/2023		219 BANK OF NEW YORK	Check	No	421,156.84
Purchase Order #:	0	Voucher #: 133261	Invoice #: 2021-32		253,900.00
Invoice Description:		GO WARRANTS 2012			
001-000-805		TRANSFER TO DEBT SVS FUND			253,900.00
Purchase Order #:	0	Voucher #: 133262	Invoice #: 33		167,256.84
Invoice Description:		GO WARRANTS 2012			
403-000-124		INTRA FUND TRANSFER			167,256.84
***** 09/06/2023		8269 BCC WASTE SOLUTIONS, LLC	Check	No	6,214.60
Purchase Order #:	230233	Voucher #: 132749	Invoice #: 0000359630		1,039.60
Invoice Description:		07/10-07/13/23 ROLLOFF SWAPS			
404-677-612		PROFESSIONAL FEES			1,039.60
Purchase Order #:	0	Voucher #: 132835	Invoice #: 0000359631		1,380.00
Invoice Description:		07/03-07/31/23 ROLL OFF SWAPS			
001-410-635		UTILITIES			1,380.00
Purchase Order #:	230233	Voucher #: 132963	Invoice #: 0000361430		2,760.00
Invoice Description:		08/02-08/10/23 ROLLOFF SWAPS			
404-677-612		PROFESSIONAL FEES			2,760.00
Purchase Order #:	0	Voucher #: 133103	Invoice #: 0000361431		1,035.00
Invoice Description:		08/02-08/07/23 ROLLOFF SWAP			
001-410-635		UTILITIES			1,035.00
***** 09/06/2023		3176 BEEBE'S ACTION MASTERS P.C.	Check	No	729.00
Purchase Order #:	0	Voucher #: 132649	Invoice #: 575187		50.00
Invoice Description:		SMITH HOUSE			
001-175-616		RPR/MAINT PLANT/BLDGS			50.00
Purchase Order #:	0	Voucher #: 132650	Invoice #: 579864		30.00
Invoice Description:		ARTS CTR			
430-682-612		PROFESSIONAL FEES			30.00
Purchase Order #:	0	Voucher #: 132750	Invoice #: 579867		36.00
Invoice Description:		EVENT CTR			
411-681-620		RPR/MAINT GROUNDS			36.00
Purchase Order #:	0	Voucher #: 132751	Invoice #: 579891		50.00
Invoice Description:		HART BLDG			
404-677-612		PROFESSIONAL FEES			50.00
Purchase Order #:	0	Voucher #: 132752	Invoice #: 580126		30.00
Invoice Description:		PUBLIC WORKS			
001-200-612		PROFESSIONAL FEES			30.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 132836	Invoice #: 579869		36.00
Invoice Description:	WILDLIFE CTR				
001-410-616	RPR/MAINT PLANT/BLDGS			36.00	
Purchase Order #:	0	Voucher #: 132837	Invoice #: 579865		30.00
Invoice Description:	COASTAL RES OFC				
001-410-616	RPR/MAINT PLANT/BLDGS			30.00	
Purchase Order #:	0	Voucher #: 132838	Invoice #: 579870		30.00
Invoice Description:	WWLC				
001-410-616	RPR/MAINT PLANT/BLDGS			30.00	
Purchase Order #:	0	Voucher #: 132839	Invoice #: 581548		42.00
Invoice Description:	CITY HALL				
001-001-616	RPR/MAINT PLANT/BLDGS			42.00	
Purchase Order #:	0	Voucher #: 132840	Invoice #: 581549		30.00
Invoice Description:	COMM DEV				
001-030-616	RPR/MAINT PLANT/BLDG			30.00	
Purchase Order #:	0	Voucher #: 132841	Invoice #: 581551		36.00
Invoice Description:	MEDICAL ARTS CTR				
001-001-616	RPR/MAINT PLANT/BLDGS			36.00	
Purchase Order #:	0	Voucher #: 132842	Invoice #: 581553		55.00
Invoice Description:	POLICE DEPT				
001-100-616	RPR/MAINT PLANT/BLDGS			55.00	
Purchase Order #:	0	Voucher #: 132843	Invoice #: 581554		50.00
Invoice Description:	BEACH BARN				
001-410-616	RPR/MAINT PLANT/BLDGS			50.00	
Purchase Order #:	0	Voucher #: 132964	Invoice #: 581550		32.00
Invoice Description:	FINANCE DEPT				
001-020-616	RPR/MAINT PLANT/BLDGS			32.00	
Purchase Order #:	0	Voucher #: 133104	Invoice #: 579863		30.00
Invoice Description:	SENIOR CTR				
001-300-616	RPR/MAINT PLANT/BLDGS			30.00	
Purchase Order #:	0	Voucher #: 133105	Invoice #: 579880		50.00
Invoice Description:	MUSIC BLDG				
001-325-612	PROFESSIONAL FEES			50.00	
Purchase Order #:	0	Voucher #: 133106	Invoice #: 579886		30.00
Invoice Description:	REC CTR				
001-325-612	PROFESSIONAL FEES			30.00	
Purchase Order #:	0	Voucher #: 133107	Invoice #: 580122		50.00
Invoice Description:	ADULT FITNESS CTR				
001-325-612	PROFESSIONAL FEES			50.00	
Purchase Order #:	0	Voucher #: 133108	Invoice #: 581552		32.00
Invoice Description:	MUSEUM				
001-300-616	RPR/MAINT PLANT/BLDGS			32.00	
*****	09/06/2023	5667 BIRKS, TOM	Check	No	1,085.00
Purchase Order #:	0	Voucher #: 132651	Invoice #: TR23-154		560.00
Invoice Description:	M. L. ROBINSON				
001-010-612	PROFESSIONAL FEES			560.00	
Purchase Order #:	0	Voucher #: 132652	Invoice #: TR23-306		245.00
Invoice Description:	C. L. BAILEY				
001-010-612	PROFESSIONAL FEES			245.00	
Purchase Order #:	0	Voucher #: 132965	Invoice #: MC21-360B		140.00
Invoice Description:	A. D. TODD				
001-010-612	PROFESSIONAL FEES			140.00	

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 132966	Invoice #: MC23-65		140.00
Invoice Description:		J. B. HUNT, JR.			
001-010-612		PROFESSIONAL FEES			140.00
*****	09/06/2023	6310 BOB RILEY & ASSOCIATES	Check	No	10,000.00
Purchase Order #:	0	Voucher #: 132844	Invoice #: 1519		10,000.00
Invoice Description:		LOBBYIST			
001-001-612		PROFESSIONAL FEES			10,000.00
*****	09/06/2023	288 BOYETTS PORTABLE TOILETS	Check	No	198.00
Purchase Order #:	0	Voucher #: 132845	Invoice #: 303483		198.00
Invoice Description:		07/31-08/27/23 STG BLDG			
001-601-732		SCHOOL CAPITAL			198.00
*****	09/06/2023	3860 BRUNSON NET & SUPPLY CO, INC.	Check	No	24.24
Purchase Order #:	0	Voucher #: 132847	Invoice #: 67173		24.24
Invoice Description:		SHRIMP NET/ GLOVES			
001-614-731		GOMESA			24.24
*****	09/06/2023	223 BSN SPORTS LLC	Check	No	164.34
Purchase Order #:	0	Voucher #: 133109	Invoice #: 922336577		164.34
Invoice Description:		SHIRTS			
001-300-540		UNIFORMS			164.34
*****	09/06/2023	5359 BUDWEISER-BUSCH DIST. CO.	Check	No	481.60
Purchase Order #:	0	Voucher #: 132753	Invoice #: 831110		481.60
Invoice Description:		BEER- GOLF RESALE			
001-300-660		COST OF GOODS SOLD RETAIL			481.60
*****	09/06/2023	296 BYE-RITE TRAILER SALES & MFG	Check	No	10.00
Purchase Order #:	0	Voucher #: 133110	Invoice #: S84433		10.00
Invoice Description:		BR1612 SHOP SUPPLY			
001-410-618		RPR/MAINT EQUIPMENT			10.00
*****	09/06/2023	8333 CA ALABAMA HOLDINGS, INC.	Check	No	706.20
Purchase Order #:	0	Voucher #: 133111	Invoice #: 0005740673		706.20
Invoice Description:		JULY 23 T'LOOSA NEWS LEGALS			
001-614-733		COASTAL RESOURCE WILDLIFE CTR			706.20
*****	09/06/2023	8335 CALIBER COLLISION	Check	No	4,745.60
Purchase Order #:	0	Voucher #: 132846	Invoice #: 2351003852		4,745.60
Invoice Description:		#205 REPAIR- INS CLAIM			
001-100-622		RPR/MAINT VEHICLES			4,745.60
*****	09/06/2023	5981 CALLAGHAN, CHRISTOPHER A., LLC	Check	No	3,333.33
Purchase Order #:	0	Voucher #: 133112	Invoice #: 2023-08		3,333.33
Invoice Description:		AUG 2023			
001-010-612		PROFESSIONAL FEES			3,333.33
*****	09/06/2023	8116 CARDIAC SOLUTIONS LLC	Check	No	2,483.00
Purchase Order #:	0	Voucher #: 133113	Invoice #: 233001		2,483.00
Invoice Description:		S'PLEX AED MCHN			
001-300-507		EQUIPMENT/SMALL			2,483.00
*****	09/06/2023	5534 CDW GOVERNMENT, INC.	Check	No	168.33
Purchase Order #:	0	Voucher #: 133114	Invoice #: KZ57333		45.49
Invoice Description:		SWITCH			
001-410-616		RPR/MAINT PLANT/BLDGS			45.49

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
	Purchase Order #: 0	Voucher #: 133115	Invoice #: LB25030		122.84
	Invoice Description: ROUTER				
	001-410-616 RPR/MAINT PLANT/BLDGS				122.84
***** 09/06/2023	8311 CENTRAL ALABAMA TRAINING SOLUTIONS	Check	No	1,499.00	
	Purchase Order #: 0	Voucher #: 132754	Invoice #: 17045308		1,499.00
	Invoice Description: VIKING TURNOUT GEAR				
	001-175-507 EQUIPMENT/SMALL				1,499.00
***** 09/06/2023	6437 CHAPTER 13 TRUSTEE	Check	No	406.00	
	Purchase Order #: 0	Voucher #: 133116	Invoice #: 081123-NORRIS		406.00
	Invoice Description: 18-00276-JCO-13				
	001-000-104 GARNISHMENT/SAVINGS				406.00
***** 09/06/2023	7939 CHRISTIAN LIFE THE ISLAND CHURCH, INC.	Check	No	11.50	
	Purchase Order #: 0	Voucher #: 133117	Invoice #: 6311-11		11.50
	Invoice Description: 'WZRD' EMBR THRD/ BDS/ FTHRS/ SQNS				
	001-375-636 PRODUCTION COST				11.50
***** 09/06/2023	7278 CINTAS CORPORATION NO. 2	Check	No	106.62	
	Purchase Order #: 0	Voucher #: 132653	Invoice #: 4163312130		35.54
	Invoice Description: WKLY SVC- LESS DISPENSERS				
	430-682-612 PROFESSIONAL FEES				35.54
	Purchase Order #: 0	Voucher #: 132654	Invoice #: 4164006331		35.54
	Invoice Description: WEEKLY SERVICE				
	430-682-612 PROFESSIONAL FEES				35.54
	Purchase Order #: 0	Voucher #: 133118	Invoice #: 4164710136		35.54
	Invoice Description: WEEKLY SERVICE				
	430-682-612 PROFESSIONAL FEES				35.54
***** 09/06/2023	351 CIRCUIT CLERK	Check	No	435.00	
	Purchase Order #: 0	Voucher #: 133119	Invoice #: 081123-CARROLL		217.50
	Invoice Description: 05-SM-2022-902758.00				
	001-000-104 GARNISHMENT/SAVINGS				217.50
	Purchase Order #: 0	Voucher #: 133120	Invoice #: 081123-WHITE		217.50
	Invoice Description: 05-CV-2017-901105.00				
	001-000-104 GARNISHMENT/SAVINGS				217.50
***** 09/06/2023	8018 CIVICPLUS, LLC	Check	No	1,436.22	
	Purchase Order #: 0	Voucher #: 132848	Invoice #: 270469		1,436.22
	Invoice Description: MUNICODE PAGES				
	001-001-612 PROFESSIONAL FEES				1,436.22
***** 09/06/2023	99 COASTAL AL BUSINESS CHAMBER	Check	No	360.00	
	Purchase Order #: 0	Voucher #: 132849	Invoice #: 24984		360.00
	Invoice Description: PowHER HOUR TBL OF 8				
	001-001-630 TRAINING/TRAVEL				360.00
***** 09/06/2023	319 COCA-COLA BOTTLING CO	Check	No	2,002.65	
	Purchase Order #: 230191	Voucher #: 133121	Invoice #: 37059147007		2,002.65
	Invoice Description: CONCESSIONS				
	001-300-516 SUPPLIES/OPERATING				1,821.90
	001-300-660 COST OF GOODS SOLD RETAIL				180.75
***** 09/06/2023	7805 COMMUNITY COFFEE COMPANY, LLC	Check	No	332.95	
	Purchase Order #: 0	Voucher #: 133122	Invoice #: 12146322858		332.95
	Invoice Description: COFFEE SUPPLIES				

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-325-516 SUPPLIES/OPERATING			332.95
*****	09/06/2023	381 COMPUTER BACKUP, INC	Check	No	9,677.00
	Purchase Order #: 0	Voucher #: 132850	Invoice #: 27243		1,177.00
	Invoice Description:	UNIFIED THREAT MGMT			1,177.00
		001-001-612 PROFESSIONAL FEES			8,500.00
	Purchase Order #: 0	Voucher #: 132851	Invoice #: 272444		8,500.00
	Invoice Description:	JULY 2023			8,500.00
		001-001-612 PROFESSIONAL FEES			8,500.00
*****	09/06/2023	399 CRAFT TURF FARMS	Check	No	292.00
	Purchase Order #: 0	Voucher #: 132655	Invoice #: 37359		292.00
	Invoice Description:	100 SY EMPIRE ZOYSIA SOD			292.00
		403-676-516 SUPPLIES/OPERATING			292.00
*****	09/06/2023	6963 CURVCO STEEL STRUCTURES	Check	No	1,720.00
	Purchase Order #: 0	Voucher #: 133123	Invoice #: 09-583038		1,720.00
	Invoice Description:	TURBINE VENT KITS			1,720.00
		001-410-616 RPR/MAINT PLANT/BLDGS			1,720.00
*****	09/06/2023	7155 DA CAR WASH, LLC	Check	No	119.70
	Purchase Order #: 0	Voucher #: 132852	Invoice #: 1068		59.85
	Invoice Description:	AUGUST 2023			59.85
		001-410-516 SUPPLIES/OPERATING			59.85
	Purchase Order #: 0	Voucher #: 132853	Invoice #: 1069		59.85
	Invoice Description:	SEPT 2023			59.85
		001-410-516 SUPPLIES/OPERATING			59.85
*****	09/06/2023	5173 DAVIS, JR. SPENCER E. P.C.	Check	No	4,500.00
	Purchase Order #: 0	Voucher #: 132656	Invoice #: 12387		4,500.00
	Invoice Description:	AUG 2023			4,500.00
		001-010-612 PROFESSIONAL FEES			4,500.00
*****	09/06/2023	8306 DIVERS SUPPLY	Check	No	1,816.61
	Purchase Order #: 0	Voucher #: 132967	Invoice #: 1000262097-01		1,816.61
	Invoice Description:	CD 3 BCDS/ WEB PKGS/ CYLNDRS			1,816.61
		001-175-507 EQUIPMENT/SMALL			1,816.61
*****	09/06/2023	8171 DRINKWINE, FORREST BRETT	Check	No	636.00
	Purchase Order #: 0	Voucher #: 132657	Invoice #: MC23-188/189/190		496.00
	Invoice Description:	A. BRYANT			496.00
		001-010-612 PROFESSIONAL FEES			140.00
	Purchase Order #: 0	Voucher #: 132658	Invoice #: MC23-452		140.00
	Invoice Description:	B. D. P. ESCALONA			140.00
		001-010-612 PROFESSIONAL FEES			140.00
*****	09/06/2023	493 DUTCHMAN'S LAWN & GARDEN	Check	No	80.32
	Purchase Order #: 0	Voucher #: 132755	Invoice #: 1-66319		80.32
	Invoice Description:	CHAINSAW REPAIR			80.32
		001-175-618 RPR MAINT/EQUIPMENT			80.32
*****	09/06/2023	6803 ENGINEERED COOLING SERVICES	Check	No	800.00
	Purchase Order #: 0	Voucher #: 133124	Invoice #: SV143309		800.00
	Invoice Description:	REC CTR HVAC REPAIR			800.00
		001-325-616 RPR/MAINT PLANT/BLDGS			800.00
*****	09/06/2023	2152 ENVELOCO, INC.	Check	No	883.50
	Purchase Order #: 0	Voucher #: 132854	Invoice #: A484646		883.50

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i>		JULY 2023			
	001-001-612	PROFESSIONAL FEES			883.50
*****	09/06/2023	8351 ERAD GROUP, INC.	Check	No	2,000.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133125	<i>Invoice #:</i> 211311		2,000.00
<i>Invoice Description:</i>		08/15-12/31/23 FCIS LVL 1 SFTWR			
	001-100-612	PROFESSIONAL FEES			2,000.00
*****	09/06/2023	1909 EUROFINS ENVIRONMENT TESTING SOUTHEAST	Check	No	247.50
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133126	<i>Invoice #:</i> 4000127589		247.50
<i>Invoice Description:</i>		MONTHLY TESTING			
	403-676-612	PROFESSIONAL FEES			247.50
*****	09/06/2023	3448 FAIRHOPE BOAT COMPANY	Check	No	248.85
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133127	<i>Invoice #:</i> 9383		248.85
<i>Invoice Description:</i>		KAYAK SKIRTS			
	001-410-516	SUPPLIES/OPERATING			248.85
*****	09/06/2023	3170 FERGUSON ENTERPRISES, INC #1204	Check	No	2,211.69
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132756	<i>Invoice #:</i> 1495921		441.67
<i>Invoice Description:</i>		CLAMP/ PIPE/ GLDN PK			
	001-608-720	ROADWAYS/PAVING/RESURFACE			441.67
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132968	<i>Invoice #:</i> 1496098		1,387.36
<i>Invoice Description:</i>		CHK VLV/ GASKETS/ FLNGS			
	001-608-720	ROADWAYS/PAVING/RESURFACE			1,387.36
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132969	<i>Invoice #:</i> 1496998		382.66
<i>Invoice Description:</i>		COUPLINGS/ BUSHINGS/ ADPTRS			
	001-608-720	ROADWAYS/PAVING/RESURFACE			382.66
*****	09/06/2023	3612 FIRST CALL	Check	No	1,979.37
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132659	<i>Invoice #:</i> 1133-166448		62.71
<i>Invoice Description:</i>		#227 ENGINE MOUNT			
	001-100-622	RPR/MAINT VEHICLES			62.71
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132660	<i>Invoice #:</i> 1133-166452		109.04
<i>Invoice Description:</i>		#298 BLOWER RESTR/ MOTOR			
	001-100-622	RPR/MAINT VEHICLES			109.04
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132661	<i>Invoice #:</i> 1133-166771		34.14
<i>Invoice Description:</i>		#227 SWAY BAR LINK			
	001-100-622	RPR/MAINT VEHICLES			34.14
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132662	<i>Invoice #:</i> 1133-167106		29.38
<i>Invoice Description:</i>		MOWER BATTERY TERMINALS			
	001-210-516	SUPPLIES/OPERATING			29.38
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132663	<i>Invoice #:</i> 1133-167210		139.62
<i>Invoice Description:</i>		#705 BATTERY			
	001-210-622	RPR/MAINT VEHICLES			139.62
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132664	<i>Invoice #:</i> 1133-167360		62.71
<i>Invoice Description:</i>		#904 MOTOR MOUNT			
	404-677-622	RPR/MAINT VEHICLES			62.71
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132665	<i>Invoice #:</i> 1133-167723		120.32
<i>Invoice Description:</i>		#904 HUB ASSEMBLY			
	404-677-622	RPR/MAINT VEHICLES			120.32
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132666	<i>Invoice #:</i> 5491-265286		20.09
<i>Invoice Description:</i>		#407 BELT			
	001-175-622	RPR/MAINT VEHICLES			20.09
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132757	<i>Invoice #:</i> 1133-168481		176.17

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<i>Invoice Description:</i> #904 BRK ROTORS/ PADS					
	404-677-622	RPR/MAINT VEHICLES			176.17
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132758	<i>Invoice #:</i> 1133-168565		30.49
<i>Invoice Description:</i> #798 BELT					
	001-210-622	RPR/MAINT VEHICLES			30.49
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132759	<i>Invoice #:</i> 5491-265462		5.19
<i>Invoice Description:</i> #283 SPADE TERMINAL					
	001-100-622	RPR/MAINT VEHICLES			5.19
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132855	<i>Invoice #:</i> 1133-167361		79.35
<i>Invoice Description:</i> #337 OIL/ FLTR					
	001-410-510	GAS/OIL			79.35
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132856	<i>Invoice #:</i> 5491-264476		46.55
<i>Invoice Description:</i> COVER ALL					
	001-100-622	RPR/MAINT VEHICLES			46.55
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132970	<i>Invoice #:</i> 1133-167367		160.92
<i>Invoice Description:</i> #459 TAILGATE HANDLE					
	001-175-622	RPR/MAINT VEHICLES			160.92
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132971	<i>Invoice #:</i> 1133-167398		25.06
<i>Invoice Description:</i> #490 COOLANT DYE					
	001-175-622	RPR/MAINT VEHICLES			25.06
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132972	<i>Invoice #:</i> 1133-169733		8.18
<i>Invoice Description:</i> #901 HEADLIGHT BULB					
	404-677-622	RPR/MAINT VEHICLES			8.18
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132973	<i>Invoice #:</i> 5491-264377		36.97
<i>Invoice Description:</i> STK OIL					
	403-676-622	RPR/MAINT VEHICLES			36.97
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132974	<i>Invoice #:</i> 5491-266154		8.16
<i>Invoice Description:</i> STN 4 BLOW GUN/ AIR PLUG					
	001-175-618	RPR MAINT/EQUIPMENT			8.16
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132975	<i>Invoice #:</i> 5491-266489		2.19
<i>Invoice Description:</i> STK LUG NUT					
	001-200-622	RPR/MAINT VEHICLES			2.19
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133128	<i>Invoice #:</i> 1133-169067		43.20
<i>Invoice Description:</i> A/C BELTS					
	001-325-616	RPR/MAINT PLANT/BLDGS			43.20
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133129	<i>Invoice #:</i> 1133-169070		63.00
<i>Invoice Description:</i> A/C BELTS					
	001-325-616	RPR/MAINT PLANT/BLDGS			63.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133130	<i>Invoice #:</i> 1133-169074		34.14
<i>Invoice Description:</i> #346 SWAY BAR LINKS					
	001-410-622	RPR/MAINT VEHICLES			34.14
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133131	<i>Invoice #:</i> 1133-169406		298.92
<i>Invoice Description:</i> #325 TRANSFER CASE MOTOR					
	001-410-622	RPR/MAINT VEHICLES			298.92
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133132	<i>Invoice #:</i> 1133-169732		34.14
<i>Invoice Description:</i> #325 SWAY BAR LINKS					
	001-410-622	RPR/MAINT VEHICLES			34.14
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133133	<i>Invoice #:</i> 5491-266886		8.94
<i>Invoice Description:</i> BEARING					
	001-410-650	AUDUBON			8.94
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133134	<i>Invoice #:</i> 5491-267146		361.79
<i>Invoice Description:</i> STK BTTRY/ ANTIFRZ/ OIL/ AC RFRGRNT					
	403-676-622	RPR/MAINT VEHICLES			361.79

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 133135	Invoice #: 5491-267168		-22.00
Invoice Description:		CRDT- BTTRY CORE RETURN			
	403-676-622	RPR/MAINT VEHICLES			-22.00
*****	09/06/2023	6493 FRANCEZ, BARBARA JENKINS	Check	No	60.00
Purchase Order #:	0	Voucher #: 132815	Invoice #: 230811		60.00
Invoice Description:		CARDIO DANCE			
	001-325-612	PROFESSIONAL FEES			60.00
*****	09/06/2023	6953 FRESH, DILLON R	Check	No	325.00
Purchase Order #:	0	Voucher #: 132949	Invoice #: 221228		325.00
Invoice Description:		REIMB ADEM GRD IV EXAM FEE			
	403-676-612	PROFESSIONAL FEES			325.00
*****	09/06/2023	710 GALLS, LLC	Check	No	3,060.71
Purchase Order #:	0	Voucher #: 132760	Invoice #: 025161555		78.69
Invoice Description:		SHOES			
	001-100-540	UNIFORMS			78.69
Purchase Order #:	0	Voucher #: 132761	Invoice #: 025161563		78.69
Invoice Description:		SHOES			
	001-100-540	UNIFORMS			78.69
Purchase Order #:	0	Voucher #: 132762	Invoice #: 025161568		78.69
Invoice Description:		SHOES			
	001-100-540	UNIFORMS			78.69
Purchase Order #:	0	Voucher #: 132763	Invoice #: 025186822		347.48
Invoice Description:		SHIRTS			
	001-100-540	UNIFORMS			347.48
Purchase Order #:	0	Voucher #: 132764	Invoice #: 025199306		729.16
Invoice Description:		PANTS/ SHIRTS			
	001-100-540	UNIFORMS			729.16
Purchase Order #:	0	Voucher #: 133136	Invoice #: BC1934769		1,748.00
Invoice Description:		RTC UNIFORM BELTS			
	001-175-540	UNIFORMS			1,748.00
*****	09/06/2023	706 G&J POWER EQUIPMENT INC	Check	No	2,274.24
Purchase Order #:	0	Voucher #: 132667	Invoice #: 661303		213.95
Invoice Description:		TRIMMER LINE			
	001-210-516	SUPPLIES/OPERATING			213.95
Purchase Order #:	0	Voucher #: 132668	Invoice #: 661501		188.16
Invoice Description:		STK 2-CYCLE OIL			
	001-210-510	GAS/OIL			188.16
Purchase Order #:	0	Voucher #: 132669	Invoice #: 661529		27.98
Invoice Description:		PUSH MOWER BLADES			
	001-200-516	SUPPLIES/OPERATING			27.98
Purchase Order #:	0	Voucher #: 132670	Invoice #: 661530		203.96
Invoice Description:		4-CYL OIL/ HRNSES/ PRMR BLBS			
	001-210-618	RPR/MAINT EQUIPMENT			113.96
	001-210-510	GAS/OIL			90.00
Purchase Order #:	0	Voucher #: 132765	Invoice #: 661570		1,105.93
Invoice Description:		BLOWERS			
	001-200-507	EQUIPMENT/SMALL			1,105.93
Purchase Order #:	0	Voucher #: 132766	Invoice #: 661597		181.28
Invoice Description:		#7251 MUFFLER KIT			
	001-210-618	RPR/MAINT EQUIPMENT			181.28
Purchase Order #:	0	Voucher #: 132983	Invoice #: 661680		38.99

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> #24A2 DRIVE BELT					
	001-210-618	RPR/MAINT EQUIPMENT			38.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132984	<i>Invoice #:</i> 661696		133.99
<i>Invoice Description:</i> #24A2 DECK BELT					
	001-210-618	RPR/MAINT EQUIPMENT			133.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132985	<i>Invoice #:</i> 661736		180.00
<i>Invoice Description:</i> LAWN MOWER OIL					
	001-210-510	GAS/OIL			180.00
*****	09/06/2023	723 G N G PLUMBING	Check	No	1,759.55
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132671	<i>Invoice #:</i> I-58288-1		496.87
<i>Invoice Description:</i> SMITH HOUSE GRINDER CLN					
	001-175-616	RPR/MAINT PLANT/BLDGS			496.87
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132672	<i>Invoice #:</i> 316579		8.79
<i>Invoice Description:</i> COUPLING					
	001-210-516	SUPPLIES/OPERATING			8.79
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132673	<i>Invoice #:</i> 317088		44.57
<i>Invoice Description:</i> RELIEF VLV/ COUPLINGS					
	001-210-516	SUPPLIES/OPERATING			44.57
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132674	<i>Invoice #:</i> 317116		135.74
<i>Invoice Description:</i> GALV PIPE/ FOAM INSLTN/ LABOR					
	001-614-731	GOMESA			135.74
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132675	<i>Invoice #:</i> 317176		7.45
<i>Invoice Description:</i> EXCNG GALV PIPE/ LABOR					
	001-614-731	GOMESA			7.45
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132767	<i>Invoice #:</i> I-58403-1		228.74
<i>Invoice Description:</i> DSHWSHR PLUMBING REPAIR					
	001-100-620	RPR/MAINT GROUNDS			228.74
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132768	<i>Invoice #:</i> 317203		33.99
<i>Invoice Description:</i> URINAL REPAIR KIT					
	001-300-616	RPR/MAINT PLANT/BLDGS			33.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132857	<i>Invoice #:</i> 316451		15.29
<i>Invoice Description:</i> CONDUIT LOCKNUT/ FILE					
	001-001-616	RPR/MAINT PLANT/BLDGS			15.29
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132858	<i>Invoice #:</i> 317286		154.39
<i>Invoice Description:</i> URNL FLSH VLV/ TLT BOLTS/ SEALS/ BLT CAPS					
	001-001-616	RPR/MAINT PLANT/BLDGS			154.39
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132859	<i>Invoice #:</i> 317289		34.70
<i>Invoice Description:</i> UTLTY KNF/ URNL SPUD/ MEGALOC					
	001-001-616	RPR/MAINT PLANT/BLDGS			34.70
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132860	<i>Invoice #:</i> 317301		-114.99
<i>Invoice Description:</i> CRDT- URNL FLSH VLV					
	001-001-616	RPR/MAINT PLANT/BLDGS			-114.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132976	<i>Invoice #:</i> 316762		5.99
<i>Invoice Description:</i> STK STARTING FLUID					
	403-676-516	SUPPLIES/OPERATING			5.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132977	<i>Invoice #:</i> 317258		46.41
<i>Invoice Description:</i> STN 3 DRILL BITS					
	001-607-711	FIRE STATION 5			46.41
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132978	<i>Invoice #:</i> 317345		30.12
<i>Invoice Description:</i> GORILLA TAPE/ PVC CAP SLIPS					
	403-676-516	SUPPLIES/OPERATING			30.12
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132979	<i>Invoice #:</i> 317388		32.99

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<i>Invoice Description:</i> SELF DRILLING SCREWS					
	001-210-516	SUPPLIES/OPERATING			32.99
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132980	<i>Invoice #:</i> 317391		32.57
<i>Invoice Description:</i> BALL VLV/ PVC PIPE/ ADPTRS/ CPLNGS					
	001-210-516	SUPPLIES/OPERATING			32.57
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132981	<i>Invoice #:</i> 317419		73.85
<i>Invoice Description:</i> PVC CMT/ PIPE SAW/ PRPL PRMR/ ELBWS					
	001-608-720	ROADWAYS/PAVING/RESURFACE			73.85
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132982	<i>Invoice #:</i> 317438		87.54
<i>Invoice Description:</i> OUTLET/ EXTN CORDS/ NUTS/ BOLTS					
	403-676-516	SUPPLIES/OPERATING			87.54
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133137	<i>Invoice #:</i> I-58439-1		347.07
<i>Invoice Description:</i> GRINDER PUMP REPAIR					
	001-001-616	RPR/MAINT PLANT/BLDGS			347.07
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133138	<i>Invoice #:</i> 317399		57.47
<i>Invoice Description:</i> WLLBRD ANCHORS/ WSHRS					
	001-001-616	RPR/MAINT PLANT/BLDGS			57.47
*****	09/06/2023	735 GOODWYN, MILLS, CAWOOD, LLC	Check	No	12,545.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133139	<i>Invoice #:</i> CMOB22001616		12,545.00
<i>Invoice Description:</i> NEW SAN FC MAIN W ICW BORE					
	403-676-715	RESTORE - NORTH SEWER MAIN			12,545.00
*****	09/06/2023	8087 GORMAN COMPANY	Check	No	1,767.50
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133140	<i>Invoice #:</i> S018684152.001		1,767.50
<i>Invoice Description:</i> SHOCK TREATMENT					
	403-676-516	SUPPLIES/OPERATING			1,767.50
*****	09/06/2023	8075 GREEN PRO SOLUTIONS	Check	No	601.81
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132676	<i>Invoice #:</i> 22862		601.81
<i>Invoice Description:</i> ENVIRO CLEANER					
	001-210-620	RPR/MAINT GROUNDS			601.81
*****	09/06/2023	769 GULF COAST MEDIA PAYMENT SERVICES	Check	No	2,391.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132861	<i>Invoice #:</i> 230721		52.00
<i>Invoice Description:</i> ACCT 1907842 1 YEAR ISLANDER					
	001-001-608	DUES/MEMBERSHIP/SUBSCRIPT			52.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133141	<i>Invoice #:</i> 448920		2,339.00
<i>Invoice Description:</i> JUL 23 BEACHIN', BIG BTFL BLDWN					
	001-300-650	EXHIBITIONS & PROMOTIONS			595.00
	430-682-650	EXHIBITIONS & PROMOTIONS			995.00
	430-682-650	EXHIBITIONS & PROMOTIONS			749.00
*****	09/06/2023	5627 GULF COAST ORGANIC, INC	Check	No	331.40
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132986	<i>Invoice #:</i> 47577		331.40
<i>Invoice Description:</i> STRAW WATTLE					
	001-608-720	ROADWAYS/PAVING/RESURFACE			331.40
*****	09/06/2023	7447 GULF COAST PHONE REPAIR LLC	Check	No	110.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132769	<i>Invoice #:</i> 0012585		110.00
<i>Invoice Description:</i> IPAD REPAIR					
	001-175-618	RPR MAINT/EQUIPMENT			110.00
*****	09/06/2023	778 GULF SHORES AUTO SUPPLY	Check	No	1,126.12
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132677	<i>Invoice #:</i> 060521		75.70
<i>Invoice Description:</i> DISC \$1.54					

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-100-622 RPR/MAINT VEHICLES			75.70
	Purchase Order #:	0	Voucher #: 132678	Invoice #: 060522	75.70
	Invoice Description:	DISC \$1.54			
		001-100-622 RPR/MAINT VEHICLES			75.70
	Purchase Order #:	0	Voucher #: 132770	Invoice #: 060449	67.86
	Invoice Description:	DISC \$1.39			
		001-175-510 GAS/OIL			62.53
		001-175-622 RPR/MAINT VEHICLES			5.33
	Purchase Order #:	0	Voucher #: 132771	Invoice #: 060684	337.93
	Invoice Description:	DISC \$6.90			
		404-677-516 SUPPLIES/OPERATING			337.93
	Purchase Order #:	0	Voucher #: 132862	Invoice #: 060680	67.86
	Invoice Description:	DISC \$1.39			
		001-614-731 GOMESA			67.86
	Purchase Order #:	0	Voucher #: 132863	Invoice #: 060800	56.80
	Invoice Description:	DICS \$1.16			
		001-100-622 RPR/MAINT VEHICLES			56.80
	Purchase Order #:	0	Voucher #: 132864	Invoice #: 060869	67.86
	Invoice Description:	DISC \$1.39			
		001-100-622 RPR/MAINT VEHICLES			67.86
	Purchase Order #:	0	Voucher #: 132987	Invoice #: 059806	53.27
	Invoice Description:	NO DISC- #781 OIL/ FLTR			
		001-200-510 GAS/OIL			47.94
		001-200-622 RPR/MAINT VEHICLES			5.33
	Purchase Order #:	0	Voucher #: 132988	Invoice #: 060868	75.70
	Invoice Description:	DISC \$1.54			
		404-677-510 GAS/OIL			70.37
		404-677-622 RPR/MAINT VEHICLES			5.33
	Purchase Order #:	0	Voucher #: 132989	Invoice #: 061080	67.60
	Invoice Description:	DISC \$1.38			
		001-210-510 GAS/OIL			62.54
		001-210-622 RPR/MAINT VEHICLES			5.06
	Purchase Order #:	0	Voucher #: 133142	Invoice #: 060945	51.94
	Invoice Description:	DISC \$1.06			
		001-410-510 GAS/OIL			51.94
	Purchase Order #:	0	Voucher #: 133143	Invoice #: 061078	75.70
	Invoice Description:	DISC \$1.54			
		001-100-622 RPR/MAINT VEHICLES			75.70
	Purchase Order #:	0	Voucher #: 133144	Invoice #: 061079	52.20
	Invoice Description:	DISC \$1.07			
		001-100-622 RPR/MAINT VEHICLES			52.20
*****	09/06/2023	789 GULF SHORES POWER SPORTS	Check	No	254.88
	Purchase Order #:	0	Voucher #: 132990	Invoice #: 95360690	254.88
	Invoice Description:	#0169 OIL/ FILTERS/ O-RINGS			
		404-677-510 GAS/OIL			203.94
		404-677-622 RPR/MAINT VEHICLES			50.94
*****	09/06/2023	6797 GUMBO, INC	Check	No	25.00
	Purchase Order #:	0	Voucher #: 132865	Invoice #: 16:16	25.00
	Invoice Description:	'23 LEG LUNCHEON J BOYD			
		001-001-630 TRAINING/TRAVEL			25.00
*****	09/06/2023	6073 HALL'S MOTORSPORTS DAPHNE	Check	No	99.48

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
	Purchase Order #: 0	Voucher #: 132679	Invoice #: 20212559		99.48
	Invoice Description: #640 DIAGNOSIS				
	403-676-618 RPR/MAINT SMALL EQUIP				99.48
*****	09/06/2023	818 HARTLEY, JEFFERY CARL	Check	No	70.00
	Purchase Order #: 0	Voucher #: 132680	Invoice #: 230808		70.00
	Invoice Description: REIMB LIC RENEWAL				
	403-676-612 PROFESSIONAL FEES				70.00
*****	09/06/2023	833 HAYNES EMERGENCY LIGHTING	Check	No	5,501.09
	Purchase Order #: 0	Voucher #: 132866	Invoice #: 2300605-IN		600.00
	Invoice Description: #109 WINDOW TINT				
	001-001-622 RPR/MAINT VEHICLES				600.00
	Purchase Order #: 230262	Voucher #: 132867	Invoice #: 2300660-IN		4,029.69
	Invoice Description: #246 EQPMNT INSTALL				
	001-100-507 EQUIPMENT/SMALL				4,029.69
	Purchase Order #: 0	Voucher #: 132868	Invoice #: 2300662-IN		500.00
	Invoice Description: #248 WINDOW TINT				
	001-100-622 RPR/MAINT VEHICLES				500.00
	Purchase Order #: 0	Voucher #: 133146	Invoice #: 2300653-IN		371.40
	Invoice Description: #464 LIGHTS				
	001-175-622 RPR/MAINT VEHICLES				371.40
*****	09/06/2023	1335 HENRY SCHEIN INC	Check	No	446.91
	Purchase Order #: 0	Voucher #: 132991	Invoice #: 48485159		446.91
	Invoice Description: MEDICAL SUPPLIES				
	001-175-516 SUPPLIES/OPERATING				446.91
*****	09/06/2023	8310 HILL, JOAN G.	Check	No	90.00
	Purchase Order #: 0	Voucher #: 132992	Invoice #: 011		90.00
	Invoice Description: 08/07-08/11/23 WATER FITNESS				
	001-300-612 PROFESSIONAL FEES				90.00
*****	09/06/2023	3579 HOBBY LOBBY	Check	No	300.00
	Purchase Order #: 0	Voucher #: 133147	Invoice #: 8905		300.00
	Invoice Description: FRAMES				
	001-375-516 SUPPLIES/OPERATING				300.00
*****	09/06/2023	7822 ICE PLANT, INC.	Check	No	621.00
	Purchase Order #: 0	Voucher #: 132681	Invoice #: 33-3451827		162.00
	Invoice Description: ICE				
	001-200-516 SUPPLIES/OPERATING				81.00
	001-210-516 SUPPLIES/OPERATING				81.00
	Purchase Order #: 0	Voucher #: 132773	Invoice #: 33-3451905		216.00
	Invoice Description: ICE				
	001-200-516 SUPPLIES/OPERATING				108.00
	001-210-516 SUPPLIES/OPERATING				108.00
	Purchase Order #: 0	Voucher #: 132993	Invoice #: 33-3451801		243.00
	Invoice Description: ICE				
	001-210-516 SUPPLIES/OPERATING				100.00
	404-677-516 SUPPLIES/OPERATING				143.00
*****	09/06/2023	230 IMPERIAL DADE	Check	No	1,823.65
	Purchase Order #: 0	Voucher #: 132682	Invoice #: 14213100		453.65
	Invoice Description: CAN LNRS/ PPR TOWELS				
	001-010-513 SUPPLIES/JANITORIAL				453.65

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Purchase Order #:	0	Voucher #: 133148	Invoice #: 14279143		1,370.00
Invoice Description:		DISINFCTNG WIPES/ P-TWLS			
001-325-513		SUPPLIES/JANITORIAL			1,370.00
*****	09/06/2023	6022 INNER PARISH SECURITY CORP	Check	No	2,502.41
Purchase Order #:	0	Voucher #: 132869	Invoice #: 433865		2,502.41
Invoice Description:		08/01-08/31/23 VIDEO SVC			
001-001-612		PROFESSIONAL FEES			1,411.44
001-300-612		PROFESSIONAL FEES			545.49
001-325-612		PROFESSIONAL FEES			545.48
*****	09/06/2023	3748 INTERIOR / EXTERIOR	Check	No	847.86
Purchase Order #:	0	Voucher #: 132870	Invoice #: 2291070-00		270.32
Invoice Description:		DRYWALL/ SCREWS			
001-001-616		RPR/MAINT PLANT/BLDGS			270.32
Purchase Order #:	0	Voucher #: 132871	Invoice #: 2291193-00		75.00
Invoice Description:		DRYWALL SCREWS			
001-001-616		RPR/MAINT PLANT/BLDGS			75.00
Purchase Order #:	0	Voucher #: 132872	Invoice #: 2291445-00		28.46
Invoice Description:		DISC \$0.29 WIRE/ SCREWS			
001-601-732		SCHOOL CAPITAL			28.46
Purchase Order #:	0	Voucher #: 133149	Invoice #: 2290965-00		474.08
Invoice Description:		DRYWALL/ SCREWS/ STEEL STUDS/ TRACKS			
001-001-616		RPR/MAINT PLANT/BLDGS			474.08
*****	09/06/2023	5090 INTN'L MUNI LAWYERS ASSOC	Check	No	504.00
Purchase Order #:	0	Voucher #: 132873	Invoice #: 230811		504.00
Invoice Description:		J LOGAN/ R SMITH/ A YELLE M'BRSHIP			
001-001-608		DUES/MEMBERSHIP/SUBSCRIPT			504.00
*****	09/06/2023	5814 JET BLAST PERFORMANCE	Check	No	354.50
Purchase Order #:	0	Voucher #: 132774	Invoice #: 230803		354.50
Invoice Description:		#702223 50 HR SVC			
001-175-622		RPR/MAINT VEHICLES			354.50
*****	09/06/2023	871 JIM HOUSE & ASSOCIATES	Check	No	13,443.00
Purchase Order #:	0	Voucher #: 132683	Invoice #: 21533		500.00
Invoice Description:		ONO LFT STN OZN HD REBLD			
403-676-516		SUPPLIES/OPERATING			500.00
Purchase Order #:	230115	Voucher #: 132684	Invoice #: 21534		9,075.00
Invoice Description:		REPL CHK VLV - HILTON LFT STN			
403-676-516		SUPPLIES/OPERATING			9,075.00
Purchase Order #:	0	Voucher #: 132994	Invoice #: 21510		2,381.00
Invoice Description:		INTRNL CHK VLV RPR KITS/ BLWR RLF VLV			
403-676-616		RPR/MAINT PLANT/BLDGS			2,381.00
Purchase Order #:	0	Voucher #: 132995	Invoice #: 21511		1,487.00
Invoice Description:		BLWR RLF VLV/ INTRNL CHK VLV RPR KIT			
403-676-616		RPR/MAINT PLANT/BLDGS			1,487.00
*****	09/06/2023	3302 J & M TACKLE	Check	No	84.70
Purchase Order #:	0	Voucher #: 132685	Invoice #: 2119397		4.50
Invoice Description:		SHRIMP			
001-410-516		SUPPLIES/OPERATING			4.50
Purchase Order #:	0	Voucher #: 132996	Invoice #: 2104648		55.47
Invoice Description:		14.6 GAL GAS			
001-175-510		GAS/OIL			55.47

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #: 0		Voucher #: 132997	Invoice #: 2111548		9.00
Invoice Description: LIVE SHRIMP					
001-410-516 SUPPLIES/OPERATING				9.00	
Purchase Order #: 0		Voucher #: 132998	Invoice #: 2122711		15.73
Invoice Description: STN 1 3.838 GAL GAS					
001-175-510 GAS/OIL				15.73	
***** 09/06/2023		7210 JOHNSTON HAGMAIER LLP	Check	No	760.00
Purchase Order #: 0		Voucher #: 132874	Invoice #: 20230048		760.00
Invoice Description: REAL ESTATE LEGAL CNSLT					
001-001-612 PROFESSIONAL FEES				760.00	
***** 09/06/2023		5769 JONES WALKER	Check	No	31,983.90
Purchase Order #: 0		Voucher #: 132875	Invoice #: 1180709		22,285.55
Invoice Description: REAL ESTATE ATTY					
001-001-612 PROFESSIONAL FEES				22,285.55	
Purchase Order #: 0		Voucher #: 132876	Invoice #: 1184385		9,698.35
Invoice Description: REAL ESTATE ATTY					
001-001-612 PROFESSIONAL FEES				9,698.35	
***** 09/06/2023		1160 KNOX COMPANY	Check	No	2,749.00
Purchase Order #: 230303		Voucher #: 132999	Invoice #: INV-KA-211793		2,749.00
Invoice Description: CLOUD LIC RENEWAL					
001-175-612 PROFESSIONAL FEES				2,749.00	
***** 09/06/2023		7736 K. PIERRE LLC	Check	No	351.00
Purchase Order #: 0		Voucher #: 132686	Invoice #: 230804		351.00
Invoice Description: SIP-N-PAINT CLS 8.04.23					
430-682-612 PROFESSIONAL FEES				351.00	
***** 09/06/2023		6126 LADSCO	Check	No	4,473.84
Purchase Order #: 0		Voucher #: 133150	Invoice #: 46274		1,546.00
Invoice Description: DOORS/ ASSMS WGHRT ROOM					
001-601-732 SCHOOL CAPITAL				1,546.00	
Purchase Order #: 0		Voucher #: 133151	Invoice #: 46290		2,927.84
Invoice Description: DOORS- CITY HALL					
001-001-616 RPR/MAINT PLANT/BLDGS				2,927.84	
***** 09/06/2023		8349 LANDMARK SPATIAL SOLUTIONS, LLC	Check	No	1,275.00
Purchase Order #: 0		Voucher #: 133000	Invoice #: LMSS-9915		1,275.00
Invoice Description: GPS MAPPING SFTWR 1 YR					
403-676-612 PROFESSIONAL FEES				1,275.00	
***** 09/06/2023		7002 LANDS' END INC. BUSINESS OUTFITTERS	Check	No	136.88
Purchase Order #: 0		Voucher #: 132877	Invoice #: SIN11378472		136.88
Invoice Description: SHIRTS					
001-001-540 UNIFORMS				136.88	
***** 09/06/2023		7493 LANGSTON ANIMAL HOSPITAL LLC	Check	No	507.00
Purchase Order #: 0		Voucher #: 133001	Invoice #: 165924		169.00
Invoice Description: BOX TRTL RDOGRPH/ EXAM					
001-410-612 PROFESSIONAL FEES				169.00	
Purchase Order #: 0		Voucher #: 133002	Invoice #: 165926		169.00
Invoice Description: PRPL MARTIN RDOGRPH/ EXAM					
001-410-612 PROFESSIONAL FEES				169.00	
Purchase Order #: 0		Voucher #: 133003	Invoice #: 166322		169.00
Invoice Description: HAWK RDOGRPH/ EXAM					

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)	
	001-410-612	PROFESSIONAL FEES			169.00	
*****	09/06/2023	5305 LAZZARI TRUCK REPAIR, INC.	Check	No	366.94	
Purchase Order #:	0	Voucher #: 133004	Invoice #: W37528		366.94	
Invoice Description:	#712 REGEN					
	001-200-618	RPR/MAINT EQUIPMENT			366.94	
*****	09/06/2023	1234 LIBERTY LINEN	Check	No	2,131.48	
Purchase Order #:	0	Voucher #: 132687	Invoice #: 203196		57.00	
Invoice Description:	PPR TWLS/ LAUNDRY DET					
	001-410-513	SUPPLIES/JANITORIAL			57.00	
Purchase Order #:	0	Voucher #: 132688	Invoice #: 203221		210.88	
Invoice Description:	PPR TWLS/ GLASS CLNR					
	430-682-513	SUPPLIES/JANITORIAL			210.88	
Purchase Order #:	0	Voucher #: 132775	Invoice #: 203206		832.17	
Invoice Description:	T-TISS/ CAN LNRS/ P-TWLS/ LAUNDRY DET					
	001-175-513	SUPPLIES/JANITORIAL			832.17	
Purchase Order #:	0	Voucher #: 132776	Invoice #: 203325		107.00	
Invoice Description:	PPR TOWELS/ PPR PLATES					
	001-110-516	SUPPLIES/OPERATING			107.00	
Purchase Order #:	0	Voucher #: 133005	Invoice #: 203280		310.92	
Invoice Description:	MOP BKT/ BTH TWL/ DUST MOP HDS/ HND SP					
	001-175-513	SUPPLIES/JANITORIAL			310.92	
Purchase Order #:	0	Voucher #: 133006	Invoice #: 203466		312.21	
Invoice Description:	T-TISS/ GLOVES/ HAND SANI/ CAN LINERS					
	403-676-516	SUPPLIES/OPERATING			312.21	
Purchase Order #:	0	Voucher #: 133152	Invoice #: 203491		109.30	
Invoice Description:	LAUNDRY DET/ HAND SP/ DAWN					
	001-410-513	SUPPLIES/JANITORIAL			109.30	
Purchase Order #:	0	Voucher #: 133153	Invoice #: 203518		192.00	
Invoice Description:	CAN LINERS					
	001-410-513	SUPPLIES/JANITORIAL			96.00	
	001-614-731	GOMESA			96.00	
*	*****	09/06/2023	8135 LOXLEY CWC GENERAL FUND	Check	No	800.00
Purchase Order #:	0	Voucher #: 132690	Invoice #: LX23-120		800.00	
Invoice Description:	INMATE LABOR JULY 2023					
	404-677-612	PROFESSIONAL FEES			800.00	
*****	09/06/2023	7402 LYLE MACHINERY CO	Check	No	222.62	
Purchase Order #:	0	Voucher #: 132882	Invoice #: P40319		222.62	
Invoice Description:	STK FUEL FILTERS					
	001-410-507	EQUIPMENT/SMALL			222.62	
*****	09/06/2023	1320 MATHES OF ALABAMA ELECTRIC SUPPLY CO	Check	No	2,169.58	
Purchase Order #:	0	Voucher #: 132883	Invoice #: 606316-00		452.23	
Invoice Description:	ELECTRICAL SUPPLIES					
	001-001-616	RPR/MAINT PLANT/BLDGS			452.23	
Purchase Order #:	0	Voucher #: 132884	Invoice #: 607631-00		671.18	
Invoice Description:	DISC \$13.70 ELEC SUPPLIES					
	001-001-616	RPR/MAINT PLANT/BLDGS			671.18	
Purchase Order #:	0	Voucher #: 133160	Invoice #: 607573-00		956.38	
Invoice Description:	DISC \$19.52 LED LIGHTING FIXTURES					
	001-001-616	RPR/MAINT PLANT/BLDGS			956.38	
Purchase Order #:	0	Voucher #: 133263	Invoice #: 608354-00		89.79	

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i>		DISC \$1.83			
	001-001-616	RPR/MAINT PLANT/BLDGS			89.79
*****	09/06/2023	8057 McCAGHREN, LAUREN	Check	No	120.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132816	<i>Invoice #:</i> 230811		120.00
<i>Invoice Description:</i>		CARDIO DANCE			
	001-325-612	PROFESSIONAL FEES			120.00
*****	09/06/2023	7613 MCCOY FIRE & SAFETY, INC	Check	No	545.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132691	<i>Invoice #:</i> 12466873		55.00
<i>Invoice Description:</i>		ANN'L EXTNGSHR INSP			
	001-175-612	PROFESSIONAL FEES			55.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132692	<i>Invoice #:</i> 12466874		10.00
<i>Invoice Description:</i>		ANN'L EXTNGSHR INSP			
	001-410-616	RPR/MAINT PLANT/BLDGS			10.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132885	<i>Invoice #:</i> 12466917		30.00
<i>Invoice Description:</i>		ANN'L EXTNGSHR INSP			
	001-030-616	RPR/MAINT PLANT/BLDG			30.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132886	<i>Invoice #:</i> 12466955		450.00
<i>Invoice Description:</i>		ANN'L ALARM/ SPRNKLR/ HOOD INSP			
	430-682-612	PROFESSIONAL FEES			450.00
*****	09/06/2023	3287 MIDDLETON AUTO PARTS, INC	Check	No	15.94
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132778	<i>Invoice #:</i> 04040416999		15.94
<i>Invoice Description:</i>		HEX DIE			
	001-200-516	SUPPLIES/OPERATING			15.94
*****	09/06/2023	3288 MINGLEDORFF'S, INC	Check	No	120.78
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132693	<i>Invoice #:</i> 90399903		120.78
<i>Invoice Description:</i>		DISC \$1.22 A/C CNDNSR/ RUN CAPCITR			
	001-200-616	RPR/MAINT PLANT/BLDGS			120.78
*****	09/06/2023	4008 MISSION COMMUNICATIONS LLC	Check	No	710.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133161	<i>Invoice #:</i> 1078945		710.00
<i>Invoice Description:</i>		CRCT BRD REPL/ DGHTRBRD REPL			
	403-676-612	PROFESSIONAL FEES			710.00
*****	09/06/2023	1360 MONTGOMERY ADVERTISER	Check	No	770.28
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132887	<i>Invoice #:</i> 0005786083		770.28
<i>Invoice Description:</i>		JULY LEGALS			
	001-609-721	SPORTSPLEX			279.30
	001-614-733	COASTAL RESOURCE WILDLIFE CTR			490.98
*****	09/06/2023	3916 MULLET WRAPPER	Check	No	350.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133162	<i>Invoice #:</i> 723030		350.00
<i>Invoice Description:</i>		GOLF CTR ADS			
	001-300-650	EXHIBITIONS & PROMOTIONS			350.00
*****	09/06/2023	7132 MURPHY, MICHELLE	Check	No	120.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132817	<i>Invoice #:</i> 230811		120.00
<i>Invoice Description:</i>		ZUMBA			
	001-325-612	PROFESSIONAL FEES			120.00
*****	09/06/2023	7860 NIX, LISA RILEY	Check	No	30.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132818	<i>Invoice #:</i> 230811		30.00
<i>Invoice Description:</i>		STRNGTH & CARDIO HIIT			
	001-325-612	PROFESSIONAL FEES			30.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	09/06/2023	7603 NIXON POWER SERVICES, LLC	Check	No	1,350.00
Purchase Order #:	0	Voucher #: 132888	Invoice #: MCB00107369		225.00
Invoice Description:	MINOR PREV MAINT				
001-030-618	RPR/MAINT EQUIPMENT			225.00	
Purchase Order #:	0	Voucher #: 132889	Invoice #: MCB00107370		225.00
Invoice Description:	MINOR PREV MAINT				
001-100-620	RPR/MAINT GROUNDS			225.00	
Purchase Order #:	0	Voucher #: 133008	Invoice #: MCB00107371		225.00
Invoice Description:	MINOR PREV MAINT				
001-020-616	RPR/MAINT PLANT/BLDGS			225.00	
Purchase Order #:	0	Voucher #: 133009	Invoice #: MCB00107372		225.00
Invoice Description:	ADMIN MINOR PREV MAINT				
001-175-618	RPR MAINT/EQUIPMENT			225.00	
Purchase Order #:	0	Voucher #: 133010	Invoice #: MCB00107373		225.00
Invoice Description:	STN 1 MINOR PREV MAINT				
001-175-618	RPR MAINT/EQUIPMENT			225.00	
Purchase Order #:	0	Voucher #: 133163	Invoice #: MCB00107367		225.00
Invoice Description:	MINOR PREV MAINT				
001-001-618	RPR/MAINT EQUIPMENT			225.00	
*****	09/06/2023	3353 NORTHEAST LAW ENFORCEMENT AC	Check	No	10,500.00
Purchase Order #:	230314	Voucher #: 133164	Invoice #: 190-026		10,500.00
Invoice Description:	LW ENF ACDMY HALLUM/ HUDSON/ QUINONES				
001-100-630	TRAINING/TRAVEL			10,500.00	
*****	09/06/2023	8319 OCV, LLC	Check	No	14,985.00
Purchase Order #:	230295	Voucher #: 132779	Invoice #: F10-4221		14,985.00
Invoice Description:	APP DEVLPMNT/ SUPPORT				
001-120-612	PROFESSIONAL FEES			14,985.00	
*****	09/06/2023	1515 ODP OFFICE SOLUTIONS, LLC	Check	No	439.53
Purchase Order #:	0	Voucher #: 132694	Invoice #: 324118096001		96.64
Invoice Description:	TONER/ YLLW PPR/ MRKRS				
001-010-515	SUPPLIES/OFFICE			96.64	
Purchase Order #:	0	Voucher #: 132780	Invoice #: 324994755001		298.13
Invoice Description:	LYSOL WIPES/ INK/ COPY PPR TAPE				
001-100-516	SUPPLIES/OPERATING			177.75	
001-120-516	SUPPLIES/OPERATING			120.38	
Purchase Order #:	0	Voucher #: 132781	Invoice #: 325505219001		26.28
Invoice Description:	GAIN CLEANER KITS				
001-100-516	SUPPLIES/OPERATING			26.28	
Purchase Order #:	0	Voucher #: 132782	Invoice #: 325505220001		18.48
Invoice Description:	MARKERS/ TAPE				
001-100-516	SUPPLIES/OPERATING			18.48	
*****	09/06/2023	1520 ORANGE BEACH AUTO & MARINE	Check	No	50.69
Purchase Order #:	0	Voucher #: 132695	Invoice #: 54356		75.08
Invoice Description:	TOW BAR/ SWTCH/ HITCH PIN-CLIP				
403-676-622	RPR/MAINT VEHICLES			75.08	
Purchase Order #:	0	Voucher #: 133011	Invoice #: 54607		10.67
Invoice Description:	HOSE BARBS/ PVC TUBING				
001-210-516	SUPPLIES/OPERATING			10.67	
Purchase Order #:	0	Voucher #: 133012	Invoice #: 54630		84.17
Invoice Description:	LUMA BRITE/ SPRAY BOTTLE				

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-210-516 SUPPLIES/OPERATING			84.17
		Purchase Order #: 0 Voucher #: 133165 Invoice #: 54135			-119.23
		Invoice Description: PD 52861 2 X			
		001-100-622 RPR/MAINT VEHICLES			-119.23
*****	09/06/2023	6752 ORANGE BEACH HARDWARE STORE	Check	No	26.23
		Purchase Order #: 0 Voucher #: 133166 Invoice #: 14839			21.98
		Invoice Description: DEADBOLT LOCKS			
		001-325-616 RPR/MAINT PLANT/BLDGS			21.98
		Purchase Order #: 0 Voucher #: 133167 Invoice #: 14903			4.25
		Invoice Description: DOOR PULL			
		001-325-616 RPR/MAINT PLANT/BLDGS			4.25
*****	09/06/2023	6345 PACESETTER PERSONNEL SERVICES	Check	No	1,929.60
		Purchase Order #: 0 Voucher #: 132696 Invoice #: 90143PEN			1,929.60
		Invoice Description: LABOR			
		001-210-612 PROFESSIONAL FEES			1,929.60
*****	09/06/2023	1611 PARADISE MARINE CENTER	Check	No	403.64
		Purchase Order #: 0 Voucher #: 133014 Invoice #: 4221461			403.64
		Invoice Description: MARINE 6 OIL/ RINGFREE/ GEAR OIL			
		001-100-622 RPR/MAINT VEHICLES			403.64
*****	09/06/2023	5884 PARADISE PROMOTIONS	Check	No	71.00
		Purchase Order #: 0 Voucher #: 132697 Invoice #: 5634			71.00
		Invoice Description: EMBROIDERY			
		001-175-540 UNIFORMS			71.00
*****	09/06/2023	6382 PARIS ACE HARDWARE	Check	No	5,051.86
		Purchase Order #: 0 Voucher #: 132698 Invoice #: 35233098			33.29
		Invoice Description: BOLT CUTTER			
		001-200-516 SUPPLIES/OPERATING			33.29
		Purchase Order #: 0 Voucher #: 132699 Invoice #: 35234713			58.57
		Invoice Description: POLY FILM/ INSECTICIDES			
		001-410-516 SUPPLIES/OPERATING			58.57
		Purchase Order #: 0 Voucher #: 132700 Invoice #: 35235547			408.74
		Invoice Description: SHVLS/ SQUEEGEE/ MECH SET/ WRNCH SET			
		403-676-516 SUPPLIES/OPERATING			408.74
		Purchase Order #: 0 Voucher #: 132701 Invoice #: 35238090			161.51
		Invoice Description: USB-C CBLS/ HOSE/ WLL CHRGRS/ WSP KLLR			
		403-676-516 SUPPLIES/OPERATING			161.51
		Purchase Order #: 0 Voucher #: 132702 Invoice #: 35241252			19.42
		Invoice Description: BALL VALVES			
		001-410-616 RPR/MAINT PLANT/BLDGS			19.42
		Purchase Order #: 0 Voucher #: 132703 Invoice #: 35242079			20.73
		Invoice Description: AIR CPLR/ AIR PLUGS/ CONST ADHSV			
		001-175-507 EQUIPMENT/SMALL			20.73
		Purchase Order #: 0 Voucher #: 132704 Invoice #: 35243905			12.80
		Invoice Description: RUST STOP SPRAY/ SPRAY PAINT			
		430-682-516 SUPPLIES/OPERATING			12.80
		Purchase Order #: 0 Voucher #: 132705 Invoice #: 35244253			3.23
		Invoice Description: DRILL BIT			
		001-210-516 SUPPLIES/OPERATING			3.23
		Purchase Order #: 0 Voucher #: 132706 Invoice #: 35244518			12.39
		Invoice Description: PAINT ROLLERS			

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		404-677-516 SUPPLIES/OPERATING			12.39
	Purchase Order #:	0 Voucher #: 132707	Invoice #: 35244792		29.99
	Invoice Description:	MARINE TOP PAINT			
		001-410-622 RPR/MAINT VEHICLES			29.99
	Purchase Order #:	0 Voucher #: 132708	Invoice #: 35244892		24.47
	Invoice Description:	ARMOR ALL/ WNDSHIELD WASH			
		001-410-513 SUPPLIES/JANITORIAL			24.47
	Purchase Order #:	0 Voucher #: 132709	Invoice #: 35245055		11.48
	Invoice Description:	KEYS			
		001-200-516 SUPPLIES/OPERATING			11.48
	Purchase Order #:	0 Voucher #: 132710	Invoice #: 35245087		7.19
	Invoice Description:	SHOWERHEAD			
		001-410-652 STATE PARK EXPENSES			7.19
	Purchase Order #:	0 Voucher #: 132711	Invoice #: 35245145		34.98
	Invoice Description:	INSULTD SCRWDVR/ BATTERIES			
		001-410-516 SUPPLIES/OPERATING			34.98
	Purchase Order #:	0 Voucher #: 132712	Invoice #: 35245380		78.10
	Invoice Description:	HOSE/ DGTLMTR/ HOSE ADPTR/ BOAT WSH			
		001-614-731 GOMESA			78.10
	Purchase Order #:	0 Voucher #: 132713	Invoice #: 35245405		173.22
	Invoice Description:	ELECTRNC DOOR LOCK/ PKT SCRWDVR			
		001-410-616 RPR/MAINT PLANT/BLDGS			173.22
	Purchase Order #:	0 Voucher #: 132714	Invoice #: 35245421		9.84
	Invoice Description:	KEYS			
		001-030-516 SUPPLIES/OPERATING			9.84
	Purchase Order #:	0 Voucher #: 132715	Invoice #: 35247030		6.87
	Invoice Description:	GORILLA EPOXY			
		430-682-659 RESALE INV/CENTER			6.87
	Purchase Order #:	0 Voucher #: 132783	Invoice #: 35238064		197.75
	Invoice Description:	FINISH NAILER/ NAILS			
		001-200-516 SUPPLIES/OPERATING			197.75
	Purchase Order #:	0 Voucher #: 132784	Invoice #: 35238615		86.37
	Invoice Description:	RESPIRATORS/ POLY FILM			
		001-200-516 SUPPLIES/OPERATING			86.37
	Purchase Order #:	0 Voucher #: 132785	Invoice #: 35239013		49.27
	Invoice Description:	TOILET SEAT/ CLOG REMVR/ INSECTICIDE			
		001-110-513 SUPPLIES/JANITORIAL			49.27
	Purchase Order #:	0 Voucher #: 132786	Invoice #: 35245529		119.99
	Invoice Description:	ELECTRNC DOOR KNOB			
		001-607-711 FIRE STATION 5			119.99
	Purchase Order #:	0 Voucher #: 132787	Invoice #: 35246376		36.97
	Invoice Description:	SPRAYER/ GAP FILLER			
		001-200-516 SUPPLIES/OPERATING			36.97
	Purchase Order #:	0 Voucher #: 132788	Invoice #: 35246677		49.66
	Invoice Description:	WRENCH/ BATTERIES/ CAR WASH			
		001-100-618 RPR/MAINT EQUIP			49.66
	Purchase Order #:	0 Voucher #: 132789	Invoice #: 35246889		22.20
	Invoice Description:	EGG ROCK			
		001-100-620 RPR/MAINT GROUNDS			22.20
	Purchase Order #:	0 Voucher #: 132790	Invoice #: 35247344		39.38
	Invoice Description:	SHADE SAIL/ CABLE TIES			
		001-100-516 SUPPLIES/OPERATING			39.38
	Purchase Order #:	0 Voucher #: 132890	Invoice #: 35232571		13.48

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> CHAIN					
001-410-516		SUPPLIES/OPERATING			13.48
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132891	<i>Invoice #:</i> 35237034		53.04
<i>Invoice Description:</i> EGG ROCK					
001-410-516		SUPPLIES/OPERATING			53.04
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132892	<i>Invoice #:</i> 35238770		29.11
<i>Invoice Description:</i> RAGS/ BUCKET/ BREAKER					
001-410-516		SUPPLIES/OPERATING			29.11
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132893	<i>Invoice #:</i> 35238772		-13.36
<i>Invoice Description:</i> CRDT- BUCKET/ BREAKER					
001-410-516		SUPPLIES/OPERATING			-13.36
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132894	<i>Invoice #:</i> 35239092		12.14
<i>Invoice Description:</i> THREADLOCKER/ NUTS/ BOLTS					
001-300-616		RPR/MAINT PLANT/BLDGS			12.14
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132895	<i>Invoice #:</i> 35246843		19.99
<i>Invoice Description:</i> 9V BATTERIES					
001-410-516		SUPPLIES/OPERATING			19.99
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132896	<i>Invoice #:</i> 35246952		9.84
<i>Invoice Description:</i> KEYS					
001-300-516		SUPPLIES/OPERATING			9.84
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132897	<i>Invoice #:</i> 35247256		63.67
<i>Invoice Description:</i> KEY LOCK STG/ NUTS/ BOLTS					
001-410-516		SUPPLIES/OPERATING			63.67
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132898	<i>Invoice #:</i> 35247265		56.08
<i>Invoice Description:</i> TURNBUCKLES/ QUICK LINKS					
001-614-731		GOMESA			56.08
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132899	<i>Invoice #:</i> 35247520		8.09
<i>Invoice Description:</i> LED BULB					
430-682-616		RPR/MAINT PLANT/BLDGS			8.09
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132900	<i>Invoice #:</i> 35247955		2.58
<i>Invoice Description:</i> NUTS/ BOLTS					
001-300-618		RPR/MAINT EQUIPMENT			2.58
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132901	<i>Invoice #:</i> 35250211		14.39
<i>Invoice Description:</i> ROPE					
001-300-516		SUPPLIES/OPERATING			14.39
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133015	<i>Invoice #:</i> 35239482		31.98
<i>Invoice Description:</i> SPRAYER/ OUTDOOR CLNR					
001-100-620		RPR/MAINT GROUNDS			31.98
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133016	<i>Invoice #:</i> 35240711		65.97
<i>Invoice Description:</i> HOSES/ NOZZLE					
001-200-516		SUPPLIES/OPERATING			65.97
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133017	<i>Invoice #:</i> 35241004		26.97
<i>Invoice Description:</i> COIL CLEANER					
001-410-513		SUPPLIES/JANITORIAL			26.97
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133018	<i>Invoice #:</i> 35241181		164.98
<i>Invoice Description:</i> WORK LIGHT/ EXTN CORD					
001-200-516		SUPPLIES/OPERATING			164.98
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133019	<i>Invoice #:</i> 35241327		65.28
<i>Invoice Description:</i> OUTLET/ BATTERY/ GLOVES					
403-676-516		SUPPLIES/OPERATING			65.28
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133020	<i>Invoice #:</i> 35241335		99.72
<i>Invoice Description:</i> DRILL BITS/ NUTS/ BOLTS/ GOOF OFF					
403-676-516		SUPPLIES/OPERATING			99.72

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 133021	Invoice #: 35241967		19.68
Invoice Description:	KEYS				
001-410-516	SUPPLIES/OPERATING			19.68	
Purchase Order #:	0	Voucher #: 133022	Invoice #: 35242031		-19.68
Invoice Description:	CREDIT- KEYS				
001-410-516	SUPPLIES/OPERATING			-19.68	
Purchase Order #:	0	Voucher #: 133023	Invoice #: 35245894		37.52
Invoice Description:	CLAMPS/ ALL PRPS CMT/ HOSE MNDR				
001-175-507	EQUIPMENT/SMALL			37.52	
Purchase Order #:	0	Voucher #: 133024	Invoice #: 35246846		196.75
Invoice Description:	SCREWS/ NUTS/ WSHRS/ SPLTLK WSHRS				
001-175-616	RPR/MAINT PLANT/BLDGS			196.75	
Purchase Order #:	0	Voucher #: 133025	Invoice #: 35247585		90.32
Invoice Description:	LUMBER/ HOSE CLAMPS/ NUTS/ BOLTS				
001-175-516	SUPPLIES/OPERATING			90.32	
Purchase Order #:	0	Voucher #: 133026	Invoice #: 35248263		24.96
Invoice Description:	DAWN/ WD40				
001-410-513	SUPPLIES/JANITORIAL			24.96	
Purchase Order #:	0	Voucher #: 133027	Invoice #: 35249084		5.99
Invoice Description:	AA BATTERIES				
001-100-516	SUPPLIES/OPERATING			5.99	
Purchase Order #:	0	Voucher #: 133028	Invoice #: 49231334		40.47
Invoice Description:	RAIN WANDS				
001-210-516	SUPPLIES/OPERATING			40.47	
Purchase Order #:	0	Voucher #: 133029	Invoice #: 49231335		90.60
Invoice Description:	HOSE BARBS/ BLL VLVS/ ELBOWS/ NPPLS				
001-200-516	SUPPLIES/OPERATING			90.60	
Purchase Order #:	0	Voucher #: 133168	Invoice #: 35231282		35.71
Invoice Description:	COAX CBL STRPPR/ ADPTRS				
001-325-516	SUPPLIES/OPERATING			35.71	
Purchase Order #:	0	Voucher #: 133169	Invoice #: 35232576		21.99
Invoice Description:	STRCTRL SCREWS				
001-001-616	RPR/MAINT PLANT/BLDGS			21.99	
Purchase Order #:	0	Voucher #: 133170	Invoice #: 35234101		6.90
Invoice Description:	NUTS/ BOLTS				
001-001-616	RPR/MAINT PLANT/BLDGS			6.90	
Purchase Order #:	0	Voucher #: 133171	Invoice #: 35234237		20.32
Invoice Description:	PVC CMT/ PRPL PRIMER				
001-001-616	RPR/MAINT PLANT/BLDGS			20.32	
Purchase Order #:	0	Voucher #: 133172	Invoice #: 35234556		23.13
Invoice Description:	ELBOWS/ COUPLINGS				
001-001-616	RPR/MAINT PLANT/BLDGS			23.13	
Purchase Order #:	0	Voucher #: 133173	Invoice #: 35234687		28.26
Invoice Description:	ELBOWS/ STRAP HNGR/ ADPTR				
001-001-616	RPR/MAINT PLANT/BLDGS			28.26	
Purchase Order #:	0	Voucher #: 133174	Invoice #: 35235079		87.84
Invoice Description:	PEX PIPE/ CRMP RINGS/ STRAPS				
001-001-616	RPR/MAINT PLANT/BLDGS			87.84	
Purchase Order #:	0	Voucher #: 133175	Invoice #: 35235117		10.79
Invoice Description:	SCREWS				
001-001-616	RPR/MAINT PLANT/BLDGS			10.79	
Purchase Order #:	0	Voucher #: 133176	Invoice #: 35235201		53.42
Invoice Description:	COUPLINGS/ BOX JNCTN/ TEE				

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
001-001-616	RPR/MAINT PLANT/BLDGS			53.42	
Purchase Order #:	0	Voucher #: 133177	Invoice #: 35235287		37.52
Invoice Description:	TEES/ COUPLINGS/ CAP				
001-001-616	RPR/MAINT PLANT/BLDGS			37.52	
Purchase Order #:	0	Voucher #: 133178	Invoice #: 35235512		63.67
Invoice Description:	TAPPER/ ELBOW/ CPLNG/ BSHG/ NPPL				
001-001-616	RPR/MAINT PLANT/BLDGS			63.67	
Purchase Order #:	0	Voucher #: 133179	Invoice #: 35237045		7.99
Invoice Description:	CONDUIT				
001-001-616	RPR/MAINT PLANT/BLDGS			7.99	
Purchase Order #:	0	Voucher #: 133180	Invoice #: 35237055		5.19
Invoice Description:	COVER BOX				
001-001-616	RPR/MAINT PLANT/BLDGS			5.19	
Purchase Order #:	0	Voucher #: 133181	Invoice #: 35237694		5.03
Invoice Description:	STAPLES				
001-001-616	RPR/MAINT PLANT/BLDGS			5.03	
Purchase Order #:	0	Voucher #: 133182	Invoice #: 35237731		35.88
Invoice Description:	HVAC FILTERS				
001-601-732	SCHOOL CAPITAL			35.88	
Purchase Order #:	0	Voucher #: 133183	Invoice #: 35239112		149.98
Invoice Description:	ENTRY LEVERS				
001-001-616	RPR/MAINT PLANT/BLDGS			149.98	
Purchase Order #:	0	Voucher #: 133184	Invoice #: 35240354		52.38
Invoice Description:	VARNISH/ SAND PAPER				
001-030-616	RPR/MAINT PLANT/BLDG			52.38	
Purchase Order #:	0	Voucher #: 133185	Invoice #: 35240523		48.00
Invoice Description:	LACQUER THINNER				
001-030-616	RPR/MAINT PLANT/BLDG			48.00	
Purchase Order #:	0	Voucher #: 133186	Invoice #: 35240858		58.10
Invoice Description:	SAWZAL BLD/ GLOVES/ PVC CMT/ PRPL PRMR				
001-601-732	SCHOOL CAPITAL			58.10	
Purchase Order #:	0	Voucher #: 133187	Invoice #: 35241653		186.47
Invoice Description:	PEX TEES/ PIPE/ RINGS/ TUBETALON				
001-601-732	SCHOOL CAPITAL			186.47	
Purchase Order #:	0	Voucher #: 133188	Invoice #: 35241682		34.61
Invoice Description:	BSPEEDBOR BIT/ TEES				
001-601-732	SCHOOL CAPITAL			34.61	
Purchase Order #:	0	Voucher #: 133189	Invoice #: 35241838		118.35
Invoice Description:	AIR VALVE SUREVENT/ PVC PIPE				
001-601-732	SCHOOL CAPITAL			118.35	
Purchase Order #:	0	Voucher #: 133190	Invoice #: 35243528		7.19
Invoice Description:	ROPE				
001-410-516	SUPPLIES/OPERATING			7.19	
Purchase Order #:	0	Voucher #: 133191	Invoice #: 35243577		43.82
Invoice Description:	MAILBOX/ ADHSV LETTERS				
001-410-620	RPR/MAINT GROUNDS			43.82	
Purchase Order #:	0	Voucher #: 133192	Invoice #: 35243827		10.55
Invoice Description:	KEYS/ TAGS				
001-410-516	SUPPLIES/OPERATING			10.55	
Purchase Order #:	0	Voucher #: 133193	Invoice #: 35244244		6.29
Invoice Description:	HASP SWVL STPL				
001-410-620	RPR/MAINT GROUNDS			6.29	
Purchase Order #:	0	Voucher #: 133194	Invoice #: 35244526		21.16

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i>		BATHROOM CLNR/ TLT BWL CLNR			
001-410-513		SUPPLIES/JANITORIAL			21.16
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133195	<i>Invoice #:</i> 35244838		40.68
<i>Invoice Description:</i>		EXTN CORD/ CORD REEL W STAND			
001-325-516		SUPPLIES/OPERATING			40.68
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133196	<i>Invoice #:</i> 35244891		41.92
<i>Invoice Description:</i>		STRGHT EDGES/ KNIFE/ NUTS/ BOLTS			
001-410-516		SUPPLIES/OPERATING			41.92
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133197	<i>Invoice #:</i> 35245111		14.31
<i>Invoice Description:</i>		UTILITY PULLS/ NUTS/ BOLTS			
001-325-616		RPR/MAINT PLANT/BLDGS			14.31
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133198	<i>Invoice #:</i> 35245257		3.00
<i>Invoice Description:</i>		NUTS/ BOLTS			
001-410-516		SUPPLIES/OPERATING			3.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133199	<i>Invoice #:</i> 35246975		86.20
<i>Invoice Description:</i>		FISH ROD SET/ SAWZAL BLD/ STUD FNDR			
001-001-507		EQUIPMENT/SMALL			86.20
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133200	<i>Invoice #:</i> 35247477		34.19
<i>Invoice Description:</i>		PAINT			
001-375-636		PRODUCTION COST			34.19
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133201	<i>Invoice #:</i> 35247824		10.93
<i>Invoice Description:</i>		WOOD GLUE			
001-410-620		RPR/MAINT GROUNDS			10.93
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133202	<i>Invoice #:</i> 35248277		15.29
<i>Invoice Description:</i>		LAWN FAUCET			
001-410-652		STATE PARK EXPENSES			15.29
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133203	<i>Invoice #:</i> 35248309		39.99
<i>Invoice Description:</i>		WORK LIGHT			
001-001-616		RPR/MAINT PLANT/BLDGS			39.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133204	<i>Invoice #:</i> 35248413		10.66
<i>Invoice Description:</i>		NUTS/ BOLTS			
001-614-731		GOMESA			10.66
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133205	<i>Invoice #:</i> 35248526		60.03
<i>Invoice Description:</i>		WR CHNNL/ DUSTR/ WLLBRD SAW			
001-001-616		RPR/MAINT PLANT/BLDGS			52.84
001-001-507		EQUIPMENT/SMALL			7.19
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133206	<i>Invoice #:</i> 35248595		29.83
<i>Invoice Description:</i>		CBLTIES/ STOVE BOWLS/ DRIP PANS			
001-410-616		RPR/MAINT PLANT/BLDGS			29.83
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133207	<i>Invoice #:</i> 35239088		61.55
<i>Invoice Description:</i>		GAP FILLER/ TERMITE KILLER			
001-410-620		RPR/MAINT GROUNDS			61.55
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133208	<i>Invoice #:</i> 35249418		52.89
<i>Invoice Description:</i>		MITER SNIPS/ PLIERS/ NUTS/ BOLTS			
001-410-650		AUDUBON			52.89
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133209	<i>Invoice #:</i> 35249479		89.95
<i>Invoice Description:</i>		SPRNKLR/ SAND DISCS/			
001-410-620		RPR/MAINT GROUNDS			89.95
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133210	<i>Invoice #:</i> 35249561		16.30
<i>Invoice Description:</i>		TEE/ COUPLING/ TUBE			
001-410-620		RPR/MAINT GROUNDS			16.30
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133211	<i>Invoice #:</i> 35249660		46.31
<i>Invoice Description:</i>		SPRNKLR/ HOSE			

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-410-620 RPR/MAINT GROUNDS			46.31
		Purchase Order #: 0 Voucher #: 133212 Invoice #: 35249663			15.29
		Invoice Description: TIRE PUMP			
		001-410-516 SUPPLIES/OPERATING			15.29
		Purchase Order #: 0 Voucher #: 133213 Invoice #: 35250220			23.76
		Invoice Description: CONTACT CMT/ SCOUR PADS/ BRUSH			
		430-682-618 RPR/MAINT EQUIPMENT			23.76
		Purchase Order #: 0 Voucher #: 133214 Invoice #: 49231973			209.94
		Invoice Description: ACRYLIC SHEETS			
		001-410-620 RPR/MAINT GROUNDS			209.94
		Purchase Order #: 0 Voucher #: 133265 Invoice #: 35249915			49.33
		Invoice Description: FAN/ SPRY PNT/ WIRE/ WLLPLT/ MTG BRKT			
		001-001-616 RPR/MAINT PLANT/BLDGS			49.33
*****	09/06/2023	290 PARISH TRACTOR COMPANY, LLC	Check	No	2,205.55
		Purchase Order #: 0 Voucher #: 132791 Invoice #: P11028			168.06
		Invoice Description: #956/ #955 OIL/ FILTERS			
		404-677-618 RPR/MAINT EQUIPMENT			79.74
		404-677-510 GAS/OIL			88.32
		Purchase Order #: 0 Voucher #: 132902 Invoice #: P10597			167.34
		Invoice Description: BLADES			
		001-410-516 SUPPLIES/OPERATING			167.34
		Purchase Order #: 0 Voucher #: 132903 Invoice #: P10798			90.15
		Invoice Description: PINS			
		001-410-516 SUPPLIES/OPERATING			90.15
		Purchase Order #: 0 Voucher #: 132904 Invoice #: W02604			1,780.00
		Invoice Description: #328 SERVICE			
		001-410-618 RPR/MAINT EQUIPMENT			1,780.00
*****	09/06/2023	7610 PATTERSON VETERINARY SUPPLY INC	Check	No	1,487.40
		Purchase Order #: 0 Voucher #: 133030 Invoice #: 3026831130			1,487.40
		Invoice Description: WLDLF FOOD/ DISINFCTNT/ MEDS			
		001-410-516 SUPPLIES/OPERATING			1,487.40
*****	09/06/2023	7593 PONDER, DERHONDA LEIGH	Check	No	460.00
		Purchase Order #: 0 Voucher #: 133215 Invoice #: 8/8/2023			460.00
		Invoice Description: 11.5 HRS SPL AIDE SVC			
		001-350-612 PROFESSIONAL FEES			460.00
*****	09/06/2023	1720 PORTSIDE MEDIA INC	Check	No	250.00
		Purchase Order #: 0 Voucher #: 133216 Invoice #: 23070059			250.00
		Invoice Description: JULY 2023 RADIO SPOTS			
		001-300-650 EXHIBITIONS & PROMOTIONS			250.00
*****	09/06/2023	6074 PRINTING PROS	Check	No	1,083.50
		Purchase Order #: 0 Voucher #: 132716 Invoice #: 9025			165.00
		Invoice Description: SHIFT - PANTRY SIGNS			
		001-175-507 EQUIPMENT/SMALL			165.00
		Purchase Order #: 0 Voucher #: 132792 Invoice #: 9130			362.50
		Invoice Description: STATIONARY/ ENVELOPES			
		001-100-516 SUPPLIES/OPERATING			362.50
		Purchase Order #: 0 Voucher #: 133031 Invoice #: 9154			336.00
		Invoice Description: DANGEROUS SURF SIGNS			
		001-175-516 SUPPLIES/OPERATING			336.00
		Purchase Order #: 0 Voucher #: 133217 Invoice #: 9248			220.00

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ACCOUNTS PAYABLE CHECK REGISTER

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i>		'JUNIE' POSTERS			
	001-375-636	PRODUCTION COST			220.00
*****	09/06/2023	5450 PRO CHEM INC.	Check	No	2,203.82
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133032	<i>Invoice #:</i> 150665		459.90
<i>Invoice Description:</i>		BIOBOR JF			
	403-676-516	SUPPLIES/OPERATING			459.90
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133033	<i>Invoice #:</i> 150687		429.27
<i>Invoice Description:</i>		E-ZEE/ AIR TAG/ SPRAYER			
	001-200-516	SUPPLIES/OPERATING			429.27
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133034	<i>Invoice #:</i> 150802		1,013.35
<i>Invoice Description:</i>		TRMNTR/ EDGE/ TEMP-PLATE TUBES			
	403-676-616	RPR/MAINT PLANT/BLDGS			1,013.35
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133035	<i>Invoice #:</i> 150804		301.30
<i>Invoice Description:</i>		BUZZ KILL/ SPARKLE PLUS			
	001-210-516	SUPPLIES/OPERATING			301.30
*****	09/06/2023	7832 PSTRAX	Check	No	3,000.00
<i>Purchase Order #:</i>	230282	<i>Voucher #:</i> 132802	<i>Invoice #:</i> 5061		3,000.00
<i>Invoice Description:</i>		ANN'L LIC FEE-CNTLLD SBSTNC MODL			
	001-175-612	PROFESSIONAL FEES			3,000.00
*****	09/06/2023	6008 PUBLIX SUPER MARKETS, INC	Check	No	120.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132793	<i>Invoice #:</i> 0581003387		7.50
<i>Invoice Description:</i>		INMATE RX			
	001-110-516	SUPPLIES/OPERATING			7.50
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132794	<i>Invoice #:</i> 0581003903		16.68
<i>Invoice Description:</i>		INMATE RX			
	001-110-516	SUPPLIES/OPERATING			16.68
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132795	<i>Invoice #:</i> 0581013169		69.22
<i>Invoice Description:</i>		INMATE OTC MEDS			
	001-110-516	SUPPLIES/OPERATING			69.22
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132796	<i>Invoice #:</i> 0581476774		27.59
<i>Invoice Description:</i>		CTZN ACDMY DRINKS/ PLATES			
	001-100-516	SUPPLIES/OPERATING			27.59
*****	09/06/2023	6793 RADICAL RIDEZ	Check	No	550.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133218	<i>Invoice #:</i> 7744		550.00
<i>Invoice Description:</i>		#248 SPRAY BEDLINER			
	001-100-622	RPR/MAINT VEHICLES			550.00
*****	09/06/2023	8129 READ'S UNIFORMS	Check	No	40.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133036	<i>Invoice #:</i> 431607-14		40.00
<i>Invoice Description:</i>		SHIRT			
	001-175-540	UNIFORMS			40.00
*****	09/06/2023	1810 RECREONICS, INC	Check	No	1,452.70
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133037	<i>Invoice #:</i> 0924900-IN		1,452.70
<i>Invoice Description:</i>		ORP SENSOR/ PH SENSOR			
	001-300-616	RPR/MAINT PLANT/BLDGS			1,452.70
*****	09/06/2023	7700 REDDY ICE LLC	Check	No	833.75
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132905	<i>Invoice #:</i> 9969985968		398.75
<i>Invoice Description:</i>		ICE			
	001-300-516	SUPPLIES/OPERATING			398.75
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133219	<i>Invoice #:</i> 9961007791		435.00

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i>		ICE			
	001-300-516	SUPPLIES/OPERATING			435.00
*****	09/06/2023	3229 ROBERTSDALE FEED STORE	Check	No	251.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132717	<i>Invoice #:</i> 0001738		78.54
<i>Invoice Description:</i>		THIAMINE PASTE/ BTTR BUGS			
	001-410-516	SUPPLIES/OPERATING			78.54
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132718	<i>Invoice #:</i> 0001853		173.45
<i>Invoice Description:</i>		WLDLF FOOD/ SUPPLIES			
	001-410-516	SUPPLIES/OPERATING			173.45
*****	09/06/2023	8353 RT ATHCO	Check	No	1,340.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133220	<i>Invoice #:</i> IN-23092		1,340.00
<i>Invoice Description:</i>		BBALL GOAL WINCH			
	001-325-616	RPR/MAINT PLANT/BLDGS			1,340.00
*****	09/06/2023	1980 SAFE HARBOR SPORTSMAN BEVERAGE	Check	No	1,904.52
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133038	<i>Invoice #:</i> 4006840		1,034.19
<i>Invoice Description:</i>		211.064 GAL GAS			
	001-100-510	GAS/OIL			1,034.19
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133039	<i>Invoice #:</i> 4022598		833.43
<i>Invoice Description:</i>		168.013 GAL GAS/ 2.482 GAL DSL			
	001-100-510	GAS/OIL			833.43
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133040	<i>Invoice #:</i> 4062641		36.90
<i>Invoice Description:</i>		8.483 GAL DIESEL			
	001-175-510	GAS/OIL			36.90
*****	09/06/2023	6588 SALTY DOG MARINE, LLC	Check	No	1,450.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132719	<i>Invoice #:</i> 4954		188.57
<i>Invoice Description:</i>		BOAT PLUG CHG/ FUEL INJ INSTALL			
	001-614-731	GOMESA			188.57
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133221	<i>Invoice #:</i> 4901		1,262.42
<i>Invoice Description:</i>		SKIFF REPAIR			
	001-614-731	GOMESA			1,262.42
*****	09/06/2023	1924 SAM'S CLUB DIRECT	Check	No	4,229.76
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132797	<i>Invoice #:</i> 230809		1,836.00
<i>Invoice Description:</i>		4 PALLETS WATER			
	001-200-516	SUPPLIES/OPERATING			612.00
	001-210-516	SUPPLIES/OPERATING			612.00
	404-677-516	SUPPLIES/OPERATING			612.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132909	<i>Invoice #:</i> 4081		1,016.76
<i>Invoice Description:</i>		CONCESSIONS			
	001-300-516	SUPPLIES/OPERATING			1,016.76
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133041	<i>Invoice #:</i> 230814		918.00
<i>Invoice Description:</i>		2 PALLETS BTTLD WATER			
	403-676-516	SUPPLIES/OPERATING			918.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133222	<i>Invoice #:</i> 230816		459.00
<i>Invoice Description:</i>		PALLET BTTLD WTR			
	403-676-516	SUPPLIES/OPERATING			459.00
*****	09/06/2023	1925 SAM'S STOP N SHOP	Check	No	280.50
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133223	<i>Invoice #:</i> 6844586		29.70
<i>Invoice Description:</i>		SARDINES			
	001-410-516	SUPPLIES/OPERATING			29.70
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133224	<i>Invoice #:</i> 6855109		32.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> SARDINES					
	001-410-516	SUPPLIES/OPERATING			32.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133225	<i>Invoice #:</i> 6855850		29.66
<i>Invoice Description:</i> JELLY SMACK/ SINKERS					
	001-410-516	SUPPLIES/OPERATING			29.66
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133226	<i>Invoice #:</i> 6860473		35.07
<i>Invoice Description:</i> MACKERAL					
	001-410-516	SUPPLIES/OPERATING			35.07
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133227	<i>Invoice #:</i> 6861886		23.97
<i>Invoice Description:</i> CHEESE					
	001-350-516	SUPPLIES/OPERATING			23.97
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133228	<i>Invoice #:</i> 6865074		43.37
<i>Invoice Description:</i> MACKERAL/ MINNOWS					
	001-410-516	SUPPLIES/OPERATING			43.37
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133229	<i>Invoice #:</i> 6870850		48.00
<i>Invoice Description:</i> MINNOWS					
	001-410-516	SUPPLIES/OPERATING			48.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133230	<i>Invoice #:</i> 6872825		38.73
<i>Invoice Description:</i> CLR CT RESIN/ MSKNG TAPE/ CUPS					
	001-410-622	RPR/MAINT VEHICLES			38.73
*****	09/06/2023	1370 SANDY SANSING CHEVROLET OF FOLEY	Check	No	2,344.07
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132798	<i>Invoice #:</i> 733836		59.96
<i>Invoice Description:</i> #862 COOLANT TANK					
	001-210-622	RPR/MAINT VEHICLES			59.96
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132910	<i>Invoice #:</i> 733841		752.56
<i>Invoice Description:</i> #247 BRK ROTORS/ PAD KIT					
	001-100-622	RPR/MAINT VEHICLES			752.56
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133231	<i>Invoice #:</i> 412043		1,531.55
<i>Invoice Description:</i> #1280 A/C REPAIR					
	001-100-622	RPR/MAINT VEHICLES			1,531.55
*****	09/06/2023	3435 SANSOM EQUIPMENT CO.	Check	No	982.84
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132720	<i>Invoice #:</i> P04924		982.84
<i>Invoice Description:</i> COUPLERS/ BALL VALVES					
	403-676-622	RPR/MAINT VEHICLES			982.84
*****	09/06/2023	6240 SAWGRASS CONSULTING LLC	Check	No	13,920.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132906	<i>Invoice #:</i> 5352		6,920.00
<i>Invoice Description:</i> FTBLL FLD TURF CONV DESIGN					
	001-609-721	SPORTSPLEX			6,920.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132907	<i>Invoice #:</i> 5353		2,000.00
<i>Invoice Description:</i> FINANCE WING BID ASST					
	001-601-731	ADMIN CAPITAL PROJECTS			2,000.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132908	<i>Invoice #:</i> 5354		5,000.00
<i>Invoice Description:</i> SFTBLL FLD HS/ BTNG CG BID ASST					
	001-609-721	SPORTSPLEX			5,000.00
*****	09/06/2023	6300 SHARP ELECTRONICS CORP	Check	No	208.22
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132911	<i>Invoice #:</i> 14119140		208.22
<i>Invoice Description:</i> 06/01-06/30/23 COPIER					
	001-030-516	SUPPLIES/OPERATING			208.22
*****	09/06/2023	1930 SHERWIN-WILLIAMS	Check	No	1,280.15
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132799	<i>Invoice #:</i> 0322-7		72.74

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> PAINT					
001-175-616		RPR/MAINT PLANT/BLDGS			72.74
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132912	<i>Invoice #:</i> 0097-5		176.85
<i>Invoice Description:</i> PAINT					
001-001-616		RPR/MAINT PLANT/BLDGS			176.85
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132913	<i>Invoice #:</i> 0112-2		214.62
<i>Invoice Description:</i> PAINT					
001-001-616		RPR/MAINT PLANT/BLDGS			214.62
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132914	<i>Invoice #:</i> 0157-7		36.37
<i>Invoice Description:</i> PAINT					
001-001-616		RPR/MAINT PLANT/BLDGS			36.37
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132915	<i>Invoice #:</i> 0382-1		164.60
<i>Invoice Description:</i> PAINT					
001-001-616		RPR/MAINT PLANT/BLDGS			164.60
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132916	<i>Invoice #:</i> 0385-4		17.06
<i>Invoice Description:</i> RLLR CVR/ BRUSH/ PAINT TRAY					
001-001-616		RPR/MAINT PLANT/BLDGS			17.06
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132917	<i>Invoice #:</i> 3371-8		34.66
<i>Invoice Description:</i> BRUSHES/ MIXER					
001-300-616		RPR/MAINT PLANT/BLDGS			34.66
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132918	<i>Invoice #:</i> 3383-3		165.00
<i>Invoice Description:</i> SPRAY BAR					
001-300-616		RPR/MAINT PLANT/BLDGS			165.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133232	<i>Invoice #:</i> 0397-9		166.88
<i>Invoice Description:</i> PAINT					
001-325-616		RPR/MAINT PLANT/BLDGS			166.88
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133233	<i>Invoice #:</i> 3309-8		98.40
<i>Invoice Description:</i> PRIMER					
001-601-732		SCHOOL CAPITAL			98.40
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133234	<i>Invoice #:</i> 3363-5		34.57
<i>Invoice Description:</i> PAINT					
001-001-616		RPR/MAINT PLANT/BLDGS			34.57
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133235	<i>Invoice #:</i> 3388-2		98.40
<i>Invoice Description:</i> PRIMER					
001-601-732		SCHOOL CAPITAL			98.40
*****	09/06/2023	6543 SIMS, JANE KAY STODGHILL	Check	No	150.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132819	<i>Invoice #:</i> 230811		150.00
<i>Invoice Description:</i> PIYO/ P90X					
001-325-612		PROFESSIONAL FEES			150.00
*****	09/06/2023	7668 SITEONE LANDSCAPE SUPPLY, LLC	Check	No	7,084.17
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132721	<i>Invoice #:</i> 132996526-001		1,297.06
<i>Invoice Description:</i> ADJ RTR RISERS					
001-210-620		RPR/MAINT GROUNDS			1,297.06
<i>Purchase Order #:</i> 230277		<i>Voucher #:</i> 133042	<i>Invoice #:</i> 132806272-001		5,419.85
<i>Invoice Description:</i> AERATOR/ CBLs/ LIGHTS/ PNL/ CRWN&GYSR					
001-607-711		FIRE STATION 5			5,419.85
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133236	<i>Invoice #:</i> 133347525-001		367.26
<i>Invoice Description:</i> IRRIGATION CNTRLR					
001-410-507		EQUIPMENT/SMALL			367.26
*****	09/06/2023	5774 SOUND ASSOCIATES, INC	Check	No	8,000.00
<i>Purchase Order #:</i> 230174		<i>Voucher #:</i> 133237	<i>Invoice #:</i> 2023-7251		8,000.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i>		'DRM ON' LIGHTING RENTAL			
	001-375-636	PRODUCTION COST			8,000.00
*****	09/06/2023	1975 SOUTH BALDWIN REG MEDICAL CTR	Check	No	22.90
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132800	<i>Invoice #:</i> SBW2305015		22.90
<i>Invoice Description:</i>		MAY 2023			
	001-100-612	PROFESSIONAL FEES			22.90
*****	09/06/2023	5888 SOUTHEAST PUBLICATIONS USA	Check	No	419.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 133238	<i>Invoice #:</i> 230804		419.00
<i>Invoice Description:</i>		GOLF CTR ADS			
	001-300-650	EXHIBITIONS & PROMOTIONS			419.00
*****	09/06/2023	1396 SOUTHERN PIPE & SUPPLY CO	Check	No	810.26
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132919	<i>Invoice #:</i> 8321027-00		810.26
<i>Invoice Description:</i>		TOILETS/ SEATS/ URNL FLG KIT/ SPUD			
	001-001-616	RPR/MAINT PLANT/BLDGS			810.26
*****	09/06/2023	6700 SOUTHERN RAPID CARE	Check	No	637.50
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132801	<i>Invoice #:</i> 20579		637.50
<i>Invoice Description:</i>		RN JAIL VISITS			
	001-110-612	PROFESSIONAL FEES			637.50
*****	09/06/2023	7383 SOUTHERN TIRE MART, LLC	Check	No	2,210.84
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132920	<i>Invoice #:</i> 2030097592		2,210.84
<i>Invoice Description:</i>		#203 TIRES/ WHEELS/ VLV STEMS/ LUG KIT			
	001-100-622	RPR/MAINT VEHICLES			2,210.84
*****	09/06/2023	6756 STAPLES BUSINESS ADVANTAGE	Check	No	407.56
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132722	<i>Invoice #:</i> 3544491616		407.56
<i>Invoice Description:</i>		TONER/ COPY PPR/ TLT CLNR/ PENS			
	001-030-515	SUPPLIES/OFFICE			361.27
	001-030-513	SUPPLIES/JANITORIAL			46.29
*****	09/06/2023	7513 STRYKER SALES CORPORATION	Check	No	25,771.67
<i>Purchase Order #:</i>	230244	<i>Voucher #:</i> 133043	<i>Invoice #:</i> 9204326435		25,771.67
<i>Invoice Description:</i>		PROCARE SVC CONTRACT			
	001-175-612	PROFESSIONAL FEES			25,771.67
*****	09/06/2023	6590 SUN COAST BUILDERS INC	Check	No	95,970.00
<i>Purchase Order #:</i>	230242	<i>Voucher #:</i> 132921	<i>Invoice #:</i> 2023-276		46,251.00
<i>Invoice Description:</i>		STG BLDG ROOFING			
	001-601-732	SCHOOL CAPITAL			46,251.00
<i>Purchase Order #:</i>	230146	<i>Voucher #:</i> 133239	<i>Invoice #:</i> 2023-288		49,719.00
<i>Invoice Description:</i>		STN 3 METAL BLDG RELOCATION			
	001-607-711	FIRE STATION 5			49,719.00
*****	09/06/2023	6107 SUNSOUTH, LLC	Check	No	1,844.69
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132723	<i>Invoice #:</i> 4554714		104.58
<i>Invoice Description:</i>		#829 SOLENOID			
	001-210-618	RPR/MAINT EQUIPMENT			104.58
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132803	<i>Invoice #:</i> 4656963		1,424.15
<i>Invoice Description:</i>		#7167 CMPRSSR/ VAPR CNDNSR/ PRSSR VLV			
	001-200-618	RPR/MAINT EQUIPMENT			1,424.15
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 132804	<i>Invoice #:</i> 4565968		51.78
<i>Invoice Description:</i>		#7167 RECEIVER			
	001-200-618	RPR/MAINT EQUIPMENT			51.78

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)	
Purchase Order #:	0	Voucher #: 133044	Invoice #: 4656945		264.18	
Invoice Description:	#762 LINE/ O-RING					
001-410-618	RPR/MAINT EQUIPMENT				264.18	
*****	09/06/2023	7885 SUPERIOR READY MIX, LLC	Check	No	2,086.50	
Purchase Order #:	0	Voucher #: 132724	Invoice #: 1011-2508		1,306.50	
Invoice Description:	6.5 CY CNCRT TERRY COVE DR					
001-608-720	ROADWAYS/PAVING/RESURFACE				1,306.50	
Purchase Order #:	0	Voucher #: 132725	Invoice #: 1011-23539		780.00	
Invoice Description:	5 CY CNCRT LAUDER LN					
001-608-720	ROADWAYS/PAVING/RESURFACE				780.00	
*****	09/06/2023	8347 SWAG WINDOWS DESIGNS, LLC	Check	No	8,600.40	
Purchase Order #:	230305	Voucher #: 133045	Invoice #: 1092		8,600.40	
Invoice Description:	DEPOSIT- WNDO TRTMTS					
001-001-616	RPR/MAINT PLANT/BLDGS				8,600.40	
*****	09/06/2023	7962 SWEAT TIRE OF FOLEY	Check	No	304.95	
Purchase Order #:	0	Voucher #: 132805	Invoice #: 24220		100.00	
Invoice Description:	#289 TIRES MOUNTED/ BALANCED					
001-100-622	RPR/MAINT VEHICLES				100.00	
Purchase Order #:	0	Voucher #: 132806	Invoice #: 24285		100.00	
Invoice Description:	#904 TIRES MOUNTED/ BALANCED					
404-677-622	RPR/MAINT VEHICLES				100.00	
Purchase Order #:	0	Voucher #: 132922	Invoice #: 24365		104.95	
Invoice Description:	#282 ALIGNMENT/ TIRE ROTATION					
001-100-622	RPR/MAINT VEHICLES				104.95	
*	*****	09/06/2023	7006 SWEETWATER SOUND INC	Check	No	619.98
Purchase Order #:	0	Voucher #: 133241	Invoice #: 36938602		619.98	
Invoice Description:	CHAUVET DJ SCORPION DUAL RGB					
001-375-636	PRODUCTION COST				619.98	
*****	09/06/2023	2016 SWIFT SUPPLY, INC.	Check	No	3,491.52	
Purchase Order #:	0	Voucher #: 132923	Invoice #: 854318		364.74	
Invoice Description:	LUMBER					
001-001-616	RPR/MAINT PLANT/BLDGS				364.74	
Purchase Order #:	0	Voucher #: 132924	Invoice #: 854398		160.72	
Invoice Description:	LUMBER					
001-001-616	RPR/MAINT PLANT/BLDGS				160.72	
Purchase Order #:	0	Voucher #: 132925	Invoice #: 854645		130.56	
Invoice Description:	LUMBER/ SCREWS/ MOP BASE					
001-001-616	RPR/MAINT PLANT/BLDGS				130.56	
Purchase Order #:	0	Voucher #: 132926	Invoice #: 856742		1,321.88	
Invoice Description:	LUMBER/ LIQUID NAILS					
001-001-616	RPR/MAINT PLANT/BLDGS				1,321.88	
Purchase Order #:	0	Voucher #: 132927	Invoice #: 856901		630.58	
Invoice Description:	LUMBER					
001-001-616	RPR/MAINT PLANT/BLDGS				630.58	
Purchase Order #:	0	Voucher #: 132928	Invoice #: 857111		140.25	
Invoice Description:	LUMBER					
001-410-620	RPR/MAINT GROUNDS				140.25	
Purchase Order #:	0	Voucher #: 132929	Invoice #: 857414		75.96	
Invoice Description:	LUMBER					
001-410-620	RPR/MAINT GROUNDS				75.96	

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 132930	Invoice #: 857418		313.08
Invoice Description:	LUMBER				
001-001-616	RPR/MAINT PLANT/BLDGS			313.08	
Purchase Order #:	0	Voucher #: 132931	Invoice #: 858483		13.98
Invoice Description:	CONCRETE SEALER				
001-001-616	RPR/MAINT PLANT/BLDGS			13.98	
Purchase Order #:	0	Voucher #: 133046	Invoice #: 859078		28.80
Invoice Description:	STAKES				
001-608-720	ROADWAYS/PAVING/RESURFACE			28.80	
Purchase Order #:	0	Voucher #: 133047	Invoice #: 859290		19.99
Invoice Description:	MASONRY DRILL BITS				
001-200-516	SUPPLIES/OPERATING			19.99	
Purchase Order #:	0	Voucher #: 133048	Invoice #: 859391		148.69
Invoice Description:	QUIKRETE/ PICK MATTOCK				
001-608-720	ROADWAYS/PAVING/RESURFACE			148.69	
Purchase Order #:	0	Voucher #: 133242	Invoice #: 858846		23.55
Invoice Description:	LUMBER/ SCREWS				
001-601-732	SCHOOL CAPITAL			23.55	
Purchase Order #:	0	Voucher #: 133243	Invoice #: 859276		16.14
Invoice Description:	LUMBER				
001-410-620	RPR/MAINT GROUNDS			16.14	
Purchase Order #:	0	Voucher #: 133244	Invoice #: 859425		85.60
Invoice Description:	LUMBER				
001-601-732	SCHOOL CAPITAL			85.60	
Purchase Order #:	0	Voucher #: 133245	Invoice #: 859879		17.00
Invoice Description:	CONCRETE MIX				
403-676-516	SUPPLIES/OPERATING			17.00	
*****	09/06/2023	8027 TAYLOR, JILL	Check	No	90.00
Purchase Order #:	0	Voucher #: 132820	Invoice #: 230811		90.00
Invoice Description:	YOGA				
001-325-612	PROFESSIONAL FEES			90.00	
*****	09/06/2023	7686 THE ACCUMED BILLING INC	Check	No	2,987.61
Purchase Order #:	0	Voucher #: 132726	Invoice #: 34635		2,987.61
Invoice Description:	EMS BILLING				
001-175-612	PROFESSIONAL FEES			2,987.61	
*****	09/06/2023	6077 THE LAKE DOCTORS, INC	Check	No	480.00
Purchase Order #:	0	Voucher #: 132727	Invoice #: 1817189		480.00
Invoice Description:	WTR MGMT				
001-210-612	PROFESSIONAL FEES			480.00	
*****	09/06/2023	6592 THE UPS STORE #5864	Check	No	127.22
Purchase Order #:	0	Voucher #: 132728	Invoice #: 011099		102.21
Invoice Description:	PKG SHIPPING				
001-410-516	SUPPLIES/OPERATING			102.21	
Purchase Order #:	0	Voucher #: 132729	Invoice #: 011100		20.01
Invoice Description:	PKG SHIPPING				
001-410-516	SUPPLIES/OPERATING			20.01	
Purchase Order #:	0	Voucher #: 133057	Invoice #: A011239		5.00
Invoice Description:	PKG RETURNED				
001-175-516	SUPPLIES/OPERATING			5.00	
*****	09/06/2023	2035 THOMPSON TRACTOR CO, INC.	Check	No	6,599.20

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	230237	Voucher #: 132932	Invoice #: TTC1-0914980		4,313.29
Invoice Description:	FORK LIFT REPAIR				
	411-681-618 RPR/MAINT EQUIPMENT				4,313.29
Purchase Order #:	0	Voucher #: 133058	Invoice #: SPI01320257		2,285.91
Invoice Description:	#905 EVAPRTR/ RECVR/ SNSR/ FLTR				
	404-677-618 RPR/MAINT EQUIPMENT				2,285.91
*****	09/06/2023	2371 THOMSON REUTERS - WEST PAYMENT CENTER	Check	No	1,597.49
Purchase Order #:	0	Voucher #: 132933	Invoice #: 848729262		1,578.54
Invoice Description:	AUG 23 SOFTWARE SUBSCRIPTION				
	001-001-612 PROFESSIONAL FEES				1,578.54
Purchase Order #:	0	Voucher #: 132934	Invoice #: 848815823		18.95
Invoice Description:	AUG 2023 LIBRARY PLAN				
	001-001-612 PROFESSIONAL FEES				18.95
*****	09/06/2023	7092 TRACKER SYSTEMS INC	Check	No	1,081.51
Purchase Order #:	0	Voucher #: 132935	Invoice #: 270995		897.59
Invoice Description:	AUG 2023 TRACKING SOFTWARE				
	001-410-605 COMMUNICATIONS				897.59
Purchase Order #:	0	Voucher #: 132936	Invoice #: 270996		183.92
Invoice Description:	AUG 2023 TRACKING SOFTWARE				
	001-410-605 COMMUNICATIONS				183.92
*****	09/06/2023	6764 TRANS UNION LLC	Check	No	60.00
Purchase Order #:	0	Voucher #: 132937	Invoice #: 07352798		60.00
Invoice Description:	JUL 2023				
	001-100-612 PROFESSIONAL FEES				60.00
*****	09/06/2023	5068 ULINE SHIPPING SUPPLY	Check	No	1,051.78
Purchase Order #:	0	Voucher #: 132938	Invoice #: 166975576		172.81
Invoice Description:	TRASH LINERS				
	001-410-513 SUPPLIES/JANITORIAL				172.81
Purchase Order #:	0	Voucher #: 132939	Invoice #: 167032132		-174.03
Invoice Description:	CRDT- TRASH LINERS				
	001-410-513 SUPPLIES/JANITORIAL				-174.03
Purchase Order #:	0	Voucher #: 133266	Invoice #: 167004790		1,053.00
Invoice Description:	CLTHNG RACK/ BBL RLL/ TISSUE PPR/ BAGS				
	430-682-507 EQUIPMENT/SMALL				491.00
	430-682-659 RESALE INV/CENTER				562.00
*****	09/06/2023	6717 U.S. DEPT OF TREASURY	Check	No	170.00
Purchase Order #:	0	Voucher #: 133246	Invoice #: 081123-BARLOW		170.00
Invoice Description:	WG160133332				
	001-000-104 GARNISHMENT/SAVINGS				170.00
*****	09/06/2023	6250 US FOODS INC	Check	No	2,383.70
Purchase Order #:	0	Voucher #: 132807	Invoice #: 1756185		1,181.62
Invoice Description:	INMATE CONCESSIONS				
	001-110-516 SUPPLIES/OPERATING				1,181.62
Purchase Order #:	0	Voucher #: 132808	Invoice #: 1756186		598.63
Invoice Description:	INMATE CONCESSIONS				
	001-110-516 SUPPLIES/OPERATING				598.63
Purchase Order #:	0	Voucher #: 133060	Invoice #: 1988872		603.45
Invoice Description:	INMATE CONCESSIONS				
	001-110-516 SUPPLIES/OPERATING				603.45

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	09/06/2023	2132 U.S. POST OFFICE	Check	No	530.00
	Purchase Order #:	0	Voucher #: 132940	Invoice #: 230808	530.00
	Invoice Description:	BOX 3950 1 YEAR			
		001-410-612 PROFESSIONAL FEES			530.00
*****	09/06/2023	8305 VARSITY SPIRIT FASHIONS & SUPPLIES LLC	Check	No	4,266.00
	Purchase Order #:	230187	Voucher #: 133061	Invoice #: 14730696	4,266.00
	Invoice Description:	CHEERLEADING UNIFORMS			
		001-300-516 SUPPLIES/OPERATING			4,266.00
*****	09/06/2023	6593 VC3, INC.	Check	No	2,899.00
	Purchase Order #:	0	Voucher #: 133264	Invoice #: 121773	2,899.00
	Invoice Description:	AUG 23 VIRTUAL SERVER BACKUP			
		001-001-612 PROFESSIONAL FEES			2,899.00
*****	09/06/2023	1299 VCA ANIMAL HOSPITALS, INC	Check	No	225.89
	Purchase Order #:	0	Voucher #: 133063	Invoice #: 940600031	225.89
	Invoice Description:	SADIE FOOD/ TREATS			
		001-100-612 PROFESSIONAL FEES			225.89
*****	09/06/2023	2245 VINYL SOLUTIONS	Check	No	1,175.00
	Purchase Order #:	0	Voucher #: 132809	Invoice #: EMT-129920	1,175.00
	Invoice Description:	#248 GRAPHICS/ INSTALL			
		001-100-622 RPR/MAINT VEHICLES			1,175.00
*****	09/06/2023	2250 VISUAL EFFECTS	Check	No	1,030.50
	Purchase Order #:	0	Voucher #: 132730	Invoice #: 7880	906.00
	Invoice Description:	EMBROIDERY			
		001-175-540 UNIFORMS			906.00
	Purchase Order #:	0	Voucher #: 132810	Invoice #: 7915	15.50
	Invoice Description:	SHIRT			
		001-100-540 UNIFORMS			15.50
	Purchase Order #:	0	Voucher #: 132941	Invoice #: 7918	21.00
	Invoice Description:	EMBROIDERY			
		001-300-540 UNIFORMS			21.00
	Purchase Order #:	0	Voucher #: 133247	Invoice #: 7945	88.00
	Invoice Description:	EMBROIDERY			
		001-110-540 UNIFORMS			88.00
*****	09/06/2023	8324 VOICE PRODUCTS INC	Check	No	75,725.50
	Purchase Order #:	230301	Voucher #: 133248	Invoice #: AR081523	75,725.50
	Invoice Description:	RECORDING CHNL LIC/ SRVR/ ASSM			
		001-606-730 COMMUNICATIONS CAPITAL			75,725.50
*****	09/06/2023	8343 VOYAGER ANALYTICS, INC.	Check	No	35,000.00
	Purchase Order #:	230291	Voucher #: 132811	Invoice #: INVUS00000093	35,000.00
	Invoice Description:	ANN'L SOFTWARE			
		001-100-612 PROFESSIONAL FEES			35,000.00
*****	09/06/2023	2288 VULCAN, INC.	Check	No	300.00
	Purchase Order #:	0	Voucher #: 133065	Invoice #: R35234	300.00
	Invoice Description:	PLANT PRSNNL SIGNS			
		403-676-616 RPR/MAINT PLANT/BLDGS			300.00
*****	09/06/2023	2335 WALMART COMMUNITY	Check	No	465.14
	Purchase Order #:	0	Voucher #: 132731	Invoice #: 01771	64.64
	Invoice Description:	WILDLIFE FOOD			

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-410-516 SUPPLIES/OPERATING			64.64
		Purchase Order #: 0 Voucher #: 132942 Invoice #: 01354			49.79
		Invoice Description: WILDLIFE FOOD			
		001-410-516 SUPPLIES/OPERATING			49.79
		Purchase Order #: 0 Voucher #: 132943 Invoice #: 02099			24.51
		Invoice Description: BTTL D WTR/ SCREEN PRTCTR			
		001-001-516 SUPPLIES/OPERATING			24.51
		Purchase Order #: 0 Voucher #: 133249 Invoice #: 00156			63.38
		Invoice Description: PICS/ FRAME			
		001-375-516 SUPPLIES/OPERATING			63.38
		Purchase Order #: 0 Voucher #: 133250 Invoice #: 00299			103.53
		Invoice Description: PLSTC CUTLERY/ SNDWCH BAGS/ PEN CUP			
		001-350-516 SUPPLIES/OPERATING			103.53
		Purchase Order #: 0 Voucher #: 133251 Invoice #: 01067A			80.05
		Invoice Description: REMOTE/ CANISTERS/ ASST/ RECPT BK			
		001-300-516 SUPPLIES/OPERATING			80.05
		Purchase Order #: 0 Voucher #: 133252 Invoice #: 01806			58.88
		Invoice Description: WILDLIFE FOOD			
		001-410-516 SUPPLIES/OPERATING			58.88
		Purchase Order #: 0 Voucher #: 133253 Invoice #: 03311			20.36
		Invoice Description: NAME TAGS/ FNGR TIPS/ PINS			
		001-375-636 PRODUCTION COST			20.36
*****	09/06/2023	6673 WATKINS, CARMEN W	Check	No	150.00
		Purchase Order #: 0 Voucher #: 132821 Invoice #: 230811			150.00
		Invoice Description: YOGA/ BLNC,CORE,FLEX			
		001-325-612 PROFESSIONAL FEES			150.00
*****	09/06/2023	7345 WESCO GAS & WELDING SUPPLY INC	Check	No	130.40
		Purchase Order #: 0 Voucher #: 132732 Invoice #: 2001346247			65.20
		Invoice Description: O2/ HE CYLND RENTAL			
		430-682-516 SUPPLIES/OPERATING			65.20
		Purchase Order #: 0 Voucher #: 132812 Invoice #: 2001346224			65.20
		Invoice Description: CYLINDER RENTAL			
		001-200-614 RENTALS			65.20
*****	09/06/2023	7728 WEX HEALTH, INC	Check	No	215.60
		Purchase Order #: 0 Voucher #: 132733 Invoice #: 0001785816-IN			215.60
		Invoice Description: JULY 2023			
		001-001-612 PROFESSIONAL FEES			215.60
*****	09/06/2023	7840 WHITE CAP, LP	Check	No	3,771.35
		Purchase Order #: 230288 Voucher #: 133066 Invoice #: 50023143676			3,771.35
		Invoice Description: WR MESH MAT/ EXPNSN BRD/ REBAR			
		001-200-620 RPR/MAINT GROUNDS			3,771.35
*****	09/06/2023	3955 WITTICHEN SUPPLY COMPANY	Check	No	34.39
		Purchase Order #: 0 Voucher #: 132734 Invoice #: S103817243.001			34.39
		Invoice Description: HVAC GASKETS/ CAPACITORS			
		001-200-616 RPR/MAINT PLANT/BLDGS			34.39
		Purchase Order #: 0 Voucher #: 132813 Invoice #: S103813814.001			-137.27
		Invoice Description: CREDIT- THERMOSTAT			
		001-300-616 RPR/MAINT PLANT/BLDGS			-137.27
		Purchase Order #: 0 Voucher #: 132814 Invoice #: S103813817.001			137.27
		Invoice Description: THERMOSTAT			

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-300-616 RPR/MAINT PLANT/BLDGS			137.27
*****	09/06/2023	659 XEROX BUSINESS SOLUTIONS SOUTHEAST	Check	No	672.93
	Purchase Order #: 0	Voucher #: 132944	Invoice #: IN2323405		481.97
	Invoice Description: 07/01-08/31/23 COPIER				
	001-001-516 SUPPLIES/OPERATING				481.97
	Purchase Order #: 0	Voucher #: 133068	Invoice #: IN2335396		190.96
	Invoice Description: 05/01-07/31/23 COPIER				
	001-100-516 SUPPLIES/OPERATING				190.96
*****	09/06/2023	6191 XEROX CORPORATION	Check	No	421.45
	Purchase Order #: 0	Voucher #: 132945	Invoice #: 019381069		210.61
	Invoice Description: 06/21-07/21/23 COPIER				
	001-001-516 SUPPLIES/OPERATING				210.61
	Purchase Order #: 0	Voucher #: 133069	Invoice #: 019448079		27.07
	Invoice Description: 06/26-07/27/23 COPIER				
	001-410-516 SUPPLIES/OPERATING				27.07
	Purchase Order #: 0	Voucher #: 133254	Invoice #: 019381071		183.77
	Invoice Description: 06/21-07/21/23 COPIER				
	001-350-612 PROFESSIONAL FEES				183.77
*****	09/06/2023	7634 XICAY CONSTRUCTION	Check	No	39,950.00
	Purchase Order #: 230225	Voucher #: 132946	Invoice #: INV0112		7,200.00
	Invoice Description: S'PLEX PRESSBOX ROOF REPL				
	001-609-721 SPORTSPLEX				7,200.00
	Purchase Order #: 0	Voucher #: 132947	Invoice #: INV0115		8,000.00
	Invoice Description: CNCL CHMBR CEILING RENO				
	001-001-616 RPR/MAINT PLANT/BLDGS				8,000.00
	Purchase Order #: 0	Voucher #: 132948	Invoice #: INV0116		8,250.00
	Invoice Description: CNCL CHMBR DRYALL DEMO/ INSTALL				
	001-001-616 RPR/MAINT PLANT/BLDGS				8,250.00
	Purchase Order #: 0	Voucher #: 133070	Invoice #: INV0111		8,250.00
	Invoice Description: 150 ADD'L HRS STG BLDG				
	001-601-732 SCHOOL CAPITAL				8,250.00
	Purchase Order #: 0	Voucher #: 133071	Invoice #: INV0114		8,250.00
	Invoice Description: 150 ADD'L HRS STG BLDG				
	001-601-732 SCHOOL CAPITAL				8,250.00
Check Run 6192 Check Total					\$1,059,187.23
Check Run 6192 Update Only					\$0.00
Check Run 6192 Total					\$1,059,187.23

Check Run: 6210

*****	09/06/2023	1259 LOWE'S COMPANIES, INC	Check	No	1,866.32
	Purchase Order #: 0	Voucher #: 132689	Invoice #: 94578		240.31
	Invoice Description: LEAF BLWR/ BATTERIES/ GLOVES				
	403-676-616 RPR/MAINT PLANT/BLDGS				240.31
	Purchase Order #: 0	Voucher #: 132777	Invoice #: 24898		120.12
	Invoice Description: PAVEMENT REPAIR/ BRUSH				
	001-200-516 SUPPLIES/OPERATING				120.12
	Purchase Order #: 0	Voucher #: 132878	Invoice #: 24444A		22.24
	Invoice Description: DRYWALL JNT CMPND				
	001-001-616 RPR/MAINT PLANT/BLDGS				22.24
	Purchase Order #: 0	Voucher #: 132879	Invoice #: 24446A		50.70

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> JNT TAPE/ JNT CMPND					
001-001-616		RPR/MAINT PLANT/BLDGS			50.70
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132880	<i>Invoice #:</i> 24670A		374.15
<i>Invoice Description:</i> FORMICA/ GRAB BARS/ CNTCT CMT					
001-001-616		RPR/MAINT PLANT/BLDGS			374.15
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 132881	<i>Invoice #:</i> 33107		102.42
<i>Invoice Description:</i> CNCRT WEDGE ANCHORS					
001-001-616		RPR/MAINT PLANT/BLDGS			102.42
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133007	<i>Invoice #:</i> 89624		40.80
<i>Invoice Description:</i> BALL VLV/ ADAPTERS					
001-410-616		RPR/MAINT PLANT/BLDGS			40.80
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133154	<i>Invoice #:</i> 24043		341.96
<i>Invoice Description:</i> DOOR LOCKS					
001-325-616		RPR/MAINT PLANT/BLDGS			341.96
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133156	<i>Invoice #:</i> 924766		71.13
<i>Invoice Description:</i> SOOW WIRE/ ELEC CNNCTR/ PLUG					
001-410-516		SUPPLIES/OPERATING			71.13
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133157	<i>Invoice #:</i> 87856		366.15
<i>Invoice Description:</i> DOOR LOCK/ CLAMP/ DOOR HNDL					
001-410-507		EQUIPMENT/SMALL			366.15
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133158	<i>Invoice #:</i> 93619		114.42
<i>Invoice Description:</i> 'JUNIE' LMBR/ CNTCT CMT/ SCRWS					
001-375-636		PRODUCTION COST			114.42
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 133159	<i>Invoice #:</i> 95538		21.92
<i>Invoice Description:</i> DRAWER SLIDE					
001-410-616		RPR/MAINT PLANT/BLDGS			21.92

Check Run 6210 Check Total	\$1,866.32
Check Run 6210 Update Only	\$0.00
Check Run 6210 Total	\$1,866.32

Description	Count	Amount (\$)
ACH	0	\$0.00
Bank of America	0	\$0.00
Check	191	\$1,061,053.55
Strategic Payment Services	0	\$0.00
Wells Fargo	0	\$0.00
Paymode X	0	\$0.00
Update Only	0	\$0.00
GRAND TOTAL	191	\$1,061,053.55

* Denotes Check Numbers that are out of sequence.

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach
FY 2023

Check Register for 9/6/2023 to 9/6/2023 & Check Numbers 0 to 2147483647
Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
-----------------	---------------	----------------------	--------------	------	-------------

The above listed checks are hereby approved for check signing

Authorized Signatures:

(Date)	(Date)
(Date)	(Date)

From the Governing Body of the
CITY OF ORANGE BEACH, ALABAMA



Proclamation

Whereas, September 17, 2023, marks the two hundred and thirty-fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is the privilege and duty of the American people to commemorate this significant document with patriotic celebrations and activities; and

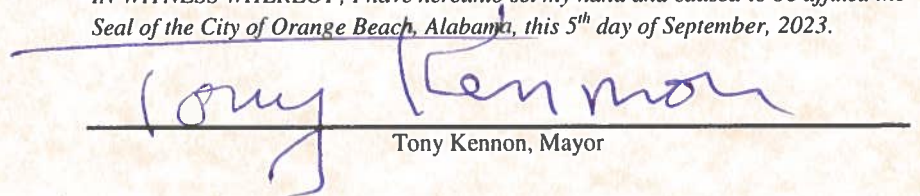
Whereas, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week; and

Now, therefore, be it proclaimed by the Orange Beach City Council and Mayor that September 17 through September 23, 2023, is

CONSTITUTION WEEK

in the City of Orange Beach, and all citizens are asked to reaffirm the ideals held by the Framers of the American Constitution in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Orange Beach, Alabama, this 5th day of September, 2023.


Tony Kennon, Mayor



From the Governing Body of the
CITY OF ORANGE BEACH, ALABAMA



Proclamation

- Whereas,** gynecologic (GYN) cancers are among the leading cancer killers of women in the United States, and more than 125,000 women will be diagnosed, and more than 33,000 women will die from these diseases this year and the absence they leave in our hearts will be deeply felt forever; and
- Whereas,** the Laura Crandall Brown Foundation and their "A State of Teal" initiative brings awareness of all GYN cancers to the people throughout the State of Alabama; and
- Whereas,** the good health and well-being of women in our state and the City of Orange Beach are enhanced by increased awareness of GYN cancers and their symptoms and treatments; and
- Whereas,** it is also crucial that all women in our state and the City of Orange Beach take an active role in learning the symptoms and risk factors associated with GYN cancers, developing healthy habits, and undergoing regular medical examinations so that any occurrence of these diseases may be detected in their early and treatable stages; and
- Whereas,** we reflect upon the memory of those lost to these diseases, the bravery of those currently battling these diagnoses, and the need for increased awareness, screening, and research so that the women of our state might be spared from them in the future, and encourage all citizens to work together to raise awareness of GYN cancers; and

Now, therefore, be it proclaimed by the Orange Beach City Council and Mayor that September 2023 is

GYNECOLOGIC CANCER AWARENESS MONTH

in the City of Orange Beach, Alabama, and all residents are encouraged to work together to raise awareness of GYN cancers.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Orange Beach, Alabama, this 5th day of September, 2023.

Tony Kennon

Tony Kennon, Mayor



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 5, 2023**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for the new Wildlife Center, Phase II Interior Buildout, to Rolin Construction, Inc., in an amount not to exceed \$720,000.

Background/Description: The exterior of the new Wildlife Center and Trail Maintenance Shop has been completed. This contract is for the interior buildout of the Wildlife Center.

Action Options/Recommendation: Postpone consideration until state approval is received related to grant funding.

Source of Funding (if applicable): RESTORE Act funding through ADCNR Grant to offset project by \$624,450.

ATTACHMENTS:

1. 09-05-23 23-xxx Award Bid Wildlife Center Phase II
2. 2023-0812 Wildlife Center Phase II - Bid Tab

RESOLUTION NO. 23-xxx

**A RESOLUTION AWARDDING THE BID FOR
WILDLIFE CENTER PHASE II TO
ROLIN CONSTRUCTION, INC.
IN AN AMOUNT NOT TO EXCEED \$720,000**

FINDINGS:

1. Bids for Wildlife Center Phase II were received and opened on August 10, 2023.
2. The Project Engineer has recommended award to the lowest bid meeting specifications from Rolin Construction, Inc., in the base bid amount of \$720,000.
3. City Council finds that the lowest responsible bid was submitted by Rolin Construction, Inc., in the amount of \$720,000.

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

1. That the bid for Wildlife Center Phase II, as specified by the bid documents, is awarded to Rolin Construction, Inc., in an amount not to exceed \$720,000;
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 Rolin Construction, Inc., subject to final review by the City Attorney; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 5th DAY OF SEPTEMBER, 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 September 5, 2023.

City Clerk

BID TABULATION SHEET

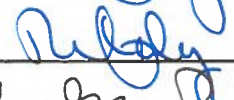
Project Name: **WILDLIFE CENTER PHASE II**
Requisition No. **2023-0812**

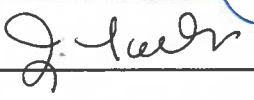
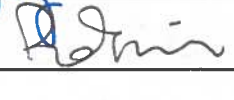
Bid Date: **August 10, 2023**
Bid Opening Time: **2:30 PM**

Bidder's Name	Rolin Construction					
Alabama Contractor License No.	46194					
Bond	✓					
Affidavits	✓					
Addenda Received	✓ 1-3					
Notes						
Bid Amount BASE BID *	\$720,000.00					
ALT #1: Resinous flooring	\$10,600.00					
ALT #2: LVT flooring	\$13,300.00					
ALT #3: Protect-All flooring	\$72,000.00					
Unit Prices						
Replacement of unsuitable soil	\$30.00 / CY	/ CY	/ CY	/ CY	/ CY	/ CY

* Includes \$50,000 flat contingency amount

OPENED BY: 

TABULATED BY: 

WITNESS BY:  



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 5, 2023**

Departments: City Clerk

Description of Topic: Approval of a Restaurant Retail Liquor License Application by Lauria's 2 Inc. for Lauria's at 25637 Canal Road, Suites 11 and 12.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2023.08.28 ABC Application - Laurias



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: **20230828102923092**



Type License: 020 - RESTAURANT RETAIL LIQUOR

State: \$300.00 County: \$440.00

Type License:

State: County:

Trade Name: LAURIAS

Filing Fee: \$50.00

Applicant: LAURIAS 2 INC

Transfer Fee:

Location Address: 25637 CANAL RD SUITE 11 AND 12 ORANGE BEACH, AL 36561

Mailing Address: 25637 CANAL RD SUITE 11 AND 12 ORANGE BEACH, AL 36561

County: BALDWIN Tobacco sales: NO

Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: 001-091-544

Do you sell Draft Beer?:

Date Incorporated: 07/28/2023 State incorporated: AL

County Incorporated:

Date of Authority:

Federal Tax ID: 88-442371

Alabama State Sales Tax ID: R011886235

Name:	Title:	Date and Place of Birth:	Residence Address:
ROBIN KENNITH KOLLMANSBERGER K455-7326-2952-02 - WI	OWNER	12/12/1962 MILWAUKEE WISCONSIN	5781 PENSACOLA AVE ORANGE BEACH, AL 36561
JAMES KEITH KOLLMANSBERGER 9536781 - AL	OWNER	08/07/1968 FOND DU LAC WISCONSIN	5781 PENSACOLA AVE ORANGE BEACH, AL 36561

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: ROBIN KOLLMANSBERGER

Home Phone: 262-510-1352

Business Phone: 262-510-1352

Cell Phone:

Fax:

E-mail: ROBINBEFUS@LIVE.COM / J Kollman

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:

@Att.net



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20230828102923092

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **WHITE SPUNNER REALTY INC 251-234-7232**
What is lessors primary business? **REALTY COMPANY**
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: **2400** Display Square Footage:
Building seating capacity: **99** Does Licensed premises include a patio area? **YES**
License Structure: **SHOPPING CENTER** License covers: **OTHER**
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: 20230828102923092



Initial each

☒

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.

☐ XXXXX

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.

☐ XXXXX

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.

☐ XXXXX

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): James Kollmansberg

Signature of Applicant: *James Kollmansberg*

Notary Name (print): April W Jones

Notary Signature: *April W Jones*

Commission expires: 4/12/2026

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:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20230828102923092

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

License Covers: SUITES 11 AND 12



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 5, 2023**

Departments: City Clerk

Description of Topic: Resolution appointing Jeffrey F. Smith as Interim Fire Chief for the City of Orange Beach, Alabama.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-05-23 23-xxx Appoint Interim Fire Chief Jeff Smith

RESOLUTION NO. 23-xxx

**A RESOLUTION APPOINTING JEFFREY F. SMITH AS
INTERIM FIRE CHIEF FOR THE CITY OF ORANGE BEACH, ALABAMA**

FINDINGS:

1. Pursuant to Section 2-81 of the City Code, the City Council of the City of Orange Beach, Alabama, deems it necessary, due to the retirement of Fire Chief Mike Kimmerling, to appoint a qualified individual to perform the duties of that position.

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

1. That effective September 19, 2023, Jeffrey F. Smith be and is hereby appointed as Interim Fire Chief for the City of Orange Beach, Alabama, and shall receive such compensation and perform such duties as the City Council shall from time to time fix and determine;
2. That the Fire Chief position is a position in the classified service which is considered to be ongoing in nature and falls under the policies and procedures as set forth in the City of Orange Beach Personnel Manual, as amended; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 5th DAY OF SEPTEMBER, 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 September 5, 2023.

City Clerk



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 5, 2023**

Departments: City Clerk

Description of Topic: Resolution reappointing Susan Boggs to the Gulf Shores and Orange Beach Tourism Board of Directors.

Background/Description: Susan Boggs' term is set to expire at the end of September. The GSOBT has requested Ms. Boggs' reappointment. Term length is four years.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-05-23 23-xxx Appoint GSOB Tourism Board of Directors Boggs
2. 2023.08.04 Tourism Board - Reappointment Letter Boggs

RESOLUTION NO. 23-xxx

**A RESOLUTION REAPPOINTING SUSAN BOGGS TO THE
GULF SHORES AND ORANGE BEACH TOURISM BOARD OF DIRECTORS**

FINDINGS:

1. The term of Gulf Shores and Orange Beach Tourism Board of Directors member Susan Boggs is set to expire.
2. Ms. Boggs has served in her position faithfully and well.
3. City Council has determined that it is in the best interest of the City of Orange Beach to reappoint Susan Boggs for an additional term.

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

1. That Susan Boggs is hereby reappointed to serve as a member of the Gulf Shores and Orange Beach Tourism Board of Directors for a four-year term which ends September 2027;
2. That it be reaffirmed that the following persons have been appointed to the Gulf Shores and Orange Beach Tourism Board of Directors for the terms set out below:

Tony Kennon, term ending September 2024

Penny Groux, term ending September 2025

Bill Brett, term ending September 2026

3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 5th DAY OF SEPTEMBER, 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 September 5, 2023.

City Clerk



**GULF SHORES &
ORANGE BEACH
TOURISM**

Alabama's White-Sand Beaches

August 4, 2023

The Honorable Tony Kennon
City Council Members
City of Orange Beach
P. O. Box 458
Orange Beach, Alabama 36561

RE: Gulf Shores & Orange Beach Tourism aka Alabama Gulf Coast Convention & Visitors Bureau
Susan Boggs' Term of Service

Dear Mayor Kennon and Council Members:

The term of Mrs. Susan Boggs on our Board of Directors is set to expire in September. She has very ably represented the Orange Beach non-accommodations industry on our Board of Directors since 2015. Mrs. Boggs' contributions to the Board have been numerous; she is an excellent example of the leadership that is crucial for positive guidance of our area's destination marketing efforts.

The Board of Directors would be very pleased to have Susan Boggs continue to assist the Board with her dynamic work towards accomplishing our vision for the area.

Your timely attention to this matter is greatly appreciated.

Best regards,

Glen Kaiser
Chairman, Board of Directors

BB/cv

cc: Mrs. Susan Boggs
Reel Surprise Charters
P. O. Box 1735
Orange Beach, AL 36561



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 5, 2023**

Departments: Coastal Resources

Description of Topic: Resolution authorizing the execution of a cooperative agreement with the Alabama Department of Environmental Management (ADEM) for the city to provide permitting, regulating, monitoring, and inspection services and be reimbursed in an amount not to exceed \$37,950.

Background/Description: Renewal of annual agreement.

Action Options/Recommendation:

Source of Funding (if applicable): Reimbursement to Coastal Resources, \$37,950.

ATTACHMENTS:

1. 09-05-23 23-xxx Authorize Cooperative Agreement ADEM
2. Contract

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
COOPERATIVE AGREEMENT WITH THE
ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (ADEM)
FOR THE CITY TO PROVIDE
PERMITTING, REGULATING, MONITORING, AND INSPECTION SERVICES
AND BE REIMBURSED IN AN AMOUNT NOT TO EXCEED \$37,950**

FINDINGS:

1. The City Council for the City of Orange Beach, Alabama, has reviewed the proposed agreement (attached Exhibit A) between the City of Orange Beach and the Alabama Department of Environmental Management (ADEM) whereby the City of Orange Beach shall provide permitting, regulating, monitoring, and inspection services to ADEM for reimbursement in an amount not to exceed \$37,950.
2. Council has determined that the provisions of the proposed agreement for permitting, regulating, monitoring, and inspection services are in the best interests of the City of Orange Beach.
3. The term of this agreement shall be for twelve (12) months commencing October 1, 2023, and ending September 30, 2024.

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

1. That the Council authorizes the Mayor and the City Clerk to execute and attest, respectively, the service contract between the City of Orange Beach and the Alabama Department of Environmental Management as an act for and on behalf of the City of Orange Beach subject to final review by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 5th DAY OF SEPTEMBER, 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 September 6, 2022.

City Clerk

CONTRACTUAL AGREEMENT BETWEEN
CITY OF ORANGE BEACH
AND THE ALABAMA DEPARTMENT
OF ENVIRONMENTAL MANAGEMENT

This Agreement is entered into between City of Orange Beach (Contractor) and the Alabama Department of Environmental Management (Department). This Agreement will provide for Local assistance in permitting, regulating, monitoring and inspecting certain regulated activities within the Coastal Area.

The parties hereto agree as follows:

1. Scope of Services

The Contractor will provide services as set out in the Scope of Services, which is included with this Agreement as Attachment A and which is incorporated as if fully set out herein.

2. Payment

A. The Department agrees to reimburse the Contractor an amount not to exceed \$37,950 for the services performed under this Agreement. Unless otherwise specified in the work-plan, mileage, travel and per diem costs will be reimbursed in accordance with state law.

B. The Contractor shall submit invoices in triplicate not more than once per quarter to the Department for actual cost incurred. The final invoice shall be submitted within ninety (90) days of expiration of this Agreement.

C. In the case of non-governmental agencies, prior to the purchase of any items or the execution of any printing contracts under this agreement with a value less than \$1,000.00, one quote or attempt for a quote of outside costs, including but not limited to copying costs and freight terms, must be obtained. For items with a value from \$1,000.00 to \$3,000.00, two such quotes or attempts for quotes must be obtained. For items with a value from \$3,000.00 to \$7,499.00, three such quotes or attempts for quotes must be obtained. The purchase of any items or the execution of any contract shall comply with the Alabama Procurement Law Sections 41-16-50 et. Seq. of the Code of Alabama, as amended.

D. The Contractor agrees to provide \$37,950 in nonfederal funds or services on the project, in addition to the amount noted in subparagraph 2A. The contractor shall submit in triplicate, statements itemizing the expenditure of those matching funds.

3. Term of Agreement

All work performed under this Agreement shall begin on October 1, 2023, and shall terminate on September 30, 2024. This Agreement is conditioned upon the receipt of sufficient funds from the Alabama Legislature and/or the U. S. Environmental Protection Agency and is subject to termination in the event of proration of the fund from which payment under this Agreement is to be made. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties.

4. Termination of Agreement for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

5. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Contractor may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Contractor shall be paid for all work satisfactorily completed prior to termination.

6. Changes

The Department may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increases or decreases in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Department and the contractor shall be incorporated in written amendments to this Agreement.

7. Title VI and Equal Employment Opportunity

The Contractor will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements of the U. S. Environmental Protection Agency (hereinafter called "EPA") issued pursuant to that title, to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this contract.

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor shall insert a similar provision in all subcontracts for services covered by this Agreement.

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

9. Assignability

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

11. Acknowledgment

Videos, films, computer disks, printed information or other materials produced for dissemination under this agreement must include the Department's logo, prominently displayed, along with the following acknowledgment:

"This project was funded or partially funded by the Alabama Department of Environmental Management."

12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will

be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the contractor.

15. Audits and Access to Records

The Contractor agrees to abide by the requirements of the federal Single Audit Act and OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (commonly called Uniform Guidance). When financial statements are prepared and an audit is performed as a result of OMB Uniform Guidance requirements the Contractor shall provide the Department with a copy of its audit report covering the period of this contract within thirty (30) days of receipt by the Contractor of the auditor's report.

If OMB Uniform Guidance is applicable the Contractor agrees that the comptroller General of the United States or any of his/her duly authorized representatives, the Secretary of Commerce or any of his/her duly authorized representatives, the Director of ADEM or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three (3) years from the date of submission of the final financial report, have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees to provide access to any or all documents, papers, records and directly pertinent books of the Contractor involving transaction related to this Agreement upon written request from the Director of ADEM.

16. Taxes

The Contractor is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

17. Contractor Not Entitled to Merit System Benefits

In the case of Non-State Agencies under no circumstances shall the Contractor or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement.

18. Not to Constitute a Debt of the State/Settlement of Claims

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then the conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

19. Alternative Dispute Resolution

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

20. Requisite Reviews and Approvals

City of Orange Beach acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and City of Orange Beach shall not begin performing work under this contract until notified to do so by the Alabama Department of Environmental Management. City of Orange Beach is entitled to no compensation for work performed prior to the effective date of this contract.

21. Immigration Affirmation

“By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

22. Prohibition against Boycotting by Contractors

In compliance with Act 2016-312, the Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

23. Suspension and Debarment

The Contractor certifies to the best of its knowledge and belief that it and the principals are in compliance with the requirements of 2 CFR 180.335 and understands that falsely representing this certification by accepting the terms and conditions of this contract may result in the rejection of this proposal or termination of the award.

24. No Funds for Lobbying Clause.

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

25. Economic Boycott

“In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the “economic boycott” is defined in Section 1 of the Act.”

City of Orange Beach

By: _____

Tony Kennon
Mayor, City of Orange Beach

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

By: _____

Lance R. LeFleur
Director

As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the _____ day of _____, 2023.

ATTACHMENT A

SCOPE OF SERVICES

The City of Orange Beach (City) agrees to perform and carry out in an expedient, satisfactory and proper manner as determined by the Alabama Department of Environmental Management (Department), the services and administrative elements described below for the mutual benefit of the City and the Department. This contract is to assist the City's efforts to conduct building inspection services, review applications for construction activities and other related activities, and to assist the Department in the implementation and administration of the Alabama Coastal Area Management Plan (Management Program) and ADEM Division 8 Coastal Program rules. The City shall operate a delegated Coastal Area Management Program permitting program for construction activities on beaches and dunes as provided for under the ADEM Admin. Code 335-8-1-.12. The City shall operate this program in accordance with the Memorandum of Agreement, which was executed on February 4, 2022, between the City and the Department and as maybe updated with the mutual agreement of the City and the Department.

I. Consistency Reviews

- A. The City shall conduct reviews to insure that construction activities and other activities on Gulf-fronting beaches and dunes that are subject to ADEM Admin. Code 335-8-.08 (Construction on Beaches and Dunes) are conducted in compliance with the ADEM Division 8 Coastal Program rules and the appropriate City ordinances. The City shall conduct all reviews as provided in the ADEM Division 8 Coastal Program rules. The City shall not issue any permits inconsistent with ADEM Division 8 Coastal Program rules.

Upon conclusion of each Coastal Area Management Program permit application review, a copy of each issued Coastal Area Management Program permit or denial shall be submitted to the Department. Additionally, the following shall be maintained in the City's file:

1. A written recommendation over the signature of the Mayor or his designated official concerning issuance or denial of a permit or certification consistent with the ADEM Division 8 Coastal Program rules.
2. A copy of the complete application and any materials submitted by the applicant in support of the proposed activity.
3. A copy of all correspondence associated with the applications, including coordination letters, comment letters and final issued permit.
4. Proof of publication of a public notice as provided in Item C.
5. A copy of the transcript of any public hearing associated with the review.
6. Documentation that the review conducted included a review by the appropriate federal or state agency with responsibility for enforcing the state or federal statutes listed in ADEM Admin. Code 335-8-2-.01.
7. Documentation that the review conducted included an approved "Environmental Impact Natural Hazards Study" and the "Beach and Dune Enhancement Plan" submitted as a requirement of ADEM Admin. Code 335-8-2-.08(3)(d), or equivalent, if new rules are promulgated by ADEM.

8. Documentation that in the process of the review, that ADEM Admin. Code 335-8-1-.03, 335-8-1-.04, 335-8-1-.05, 335-8-1-.07, 335-8-1-.08, or equivalent, if new rules are promulgated by ADEM, were considered and complied with.
 9. In order to insure continued compliance with the ADEM Division 8 Coastal Program rules, each Coastal Area Management Program permit issued shall contain, at a minimum, the permit conditions listed in Attachment B of this contract.
- B. For the following activities conducted within the jurisdiction of the City, the City shall require the permit applicant to furnish documentation that the ADEM Division 8 Coastal Program rules or other ADEM regulations have been met prior to the issuance of a building permit:
1. All new commercial and residential developments located wholly or partially within the coastal area which are or will be greater than five (5) acres in size and have areas which are or could be delineated as wetlands or are adjacent to coastal waters or on properties intersected by the construction control line.
 2. Proposals to construct a new well or significantly alter an existing well in order to pump more than fifty (50) gallons of water per minute.
 3. Proposals for the construction of bulkheads, retaining wall, rip-rap or similar hardened erosion control structures along Gulf-fronting beaches and dunes.
 4. Any application for a permit that requires an "Environmental Impact and Natural Hazards Study" and/or a "Beach and Dune Enhancement Plan."
 5. Any application for a permit involving the dredging or filling of wetlands or water bottoms.
- C. The City shall issue a public notice for each Coastal Area Management Program permit application received which is determined to be subject to the permitting requirements of the ADEM Admin. Code 335-8-2-.08 and/or the equivalent City ordinance. Said public notice shall be published in a local paper of general circulation and shall provide for a public comment period of not less than thirty (30) days from date of publication of the notice. A copy of each public notice shall be submitted to the Department upon publication. All comments received from said notices and results of any public hearings resulting from said notices shall be considered by the City in making its coastal consistency determination and permit approval or denial.

II. Building Inspections

- A. ADEM supports the City who shall expedite building inspection services presently available in the Coastal Area to ensure that additions to structures, new structures, and reconstructions on properties within the City's jurisdiction are built according to relevant building codes, and local codes. Building inspections of projects within the Coastal Area involving wetlands fill or dredging, commercial developments, residential developments and subdivisions of property which are or will be greater than five (5) acres in size, the construction of bulkheads or other similar erosion control structures and projects impacting state water bottoms (including piers, boathouses and similar structures) shall be conducted to ensure that all structures are permitted or otherwise approved by the Department and/or that they are otherwise constructed consistent with the permit and/or other authorization issued by the Department.
- B. The definitions of Coastal Area, construction activities, structures, and other pertinent wording shall be defined by ADEM Administrative Code Rule 335-8-1-.02, or equivalent section if new rules are promulgated by ADEM.
- C. The City shall notify permit applicants that they are required to obtain an ADEM Construction Stormwater Discharge Permit for any land disturbing activities affecting greater than one (1) acre. Applicants shall contact ADEM's Mobile Branch Office.

III. Dune Protection

- A. The City agrees to patrol the beach and dune areas and to maintain posted signs in these areas to enforce Act 775, Acts of Alabama 1973, page 1184 (Protection of Sand Dunes), Act 971, Acts of Alabama 1973, page 1487 (Protection of Wild Sea Oats), Act 81-563, Acts of Alabama 1981, page 948 (vehicles on beaches and dunes), the provisions of ADEM Administrative Code R 335-8-2-08(3), R335-8-2-.08(6), and any dune and beach ordinances.
- B. The City shall maintain and erect appropriate signage as needed related to Act 971, Acts of Alabama 1973, page 1487 (Protection of Wild Sea Oats) and Act 81-563, Acts of Alabama 1981, page 948 (Vehicles on Beaches and Dunes).
- C. The City shall maintain a construction control line as approved by the Department and in conformance with ADEM Admin. Code 335-8-1-.02(p) and regulate activities associated with the construction control line through local ordinances which are at least as stringent as those found in the ADEM Division 8 Coastal Program rules, in particular R335-8-2-.08, or equivalent, if new rules are promulgated by the Department.
- D. The City shall notify the Department of any activities such as special exception uses, variances, zoning changes and replatting or resubdivision of any lots which involve properties intersecting the construction control line.
- E. The City may purchase sand-fencing and vegetation native to the Gulf-fronting beaches and dunes to enhance and stabilize public-owned beaches within the City's jurisdiction.

IV. Monitoring (Surveillance)

- A. The City shall conduct monitoring activities to assist the Department in ensuring that uses previously reviewed or permitted, and those uses subject to the Management Program which have not been submitted for review, are carried out in a manner consistent with the appropriate City ordinances and the ADEM Admin. Code R 335-8-2-.08, or equivalent, if rules are promulgated by the Department.
- B. The City shall take authorized enforcement actions against violators and shall provide written notification to the Department upon detection of unauthorized activities.
- C. The City shall perform weekly monitoring along the beachfront property within its jurisdiction to ensure no unpermitted construction is taking place along the beaches of Alabama. This monitoring shall be performed from the seaward side of gulf-fronting structures. This monitoring may include water quality monitoring.
- D. The City shall notify the Department of any construction activities or uses that lie within its corporate limits or permitting jurisdiction which are of concern to the local unit of government or its citizens, and may be inconsistent with the Management Program. Such notification shall be addressed to the ADEM Coastal/Facility Section office.

V. Permit Information Center

- A. A Permit Information Center shall be established and maintained by the City in a central location to provide information on activities regulated by city, county, state and federal agencies. Persons proposing a use in the coastal area and the general public must be able to visit the Center and obtain general information on Coastal Zone Management, a determination of the permits needed, copies of necessary permit applications and assistance in filling out necessary forms.
- B. The City shall notify all other local departments, agencies and officials which have permitting authority in the City's jurisdiction of the construction control line and the specific requirements for construction and other activities which take place on property intersected by the construction control line.

VI. Personnel and Training

- A. The City shall hire sufficient personnel to accomplish the requirements of this Scope of Services, including permitting, inspections, monitoring, and other required duties. Said personnel shall be provided proper equipment to accomplish their duties, including a dedicated 4 wheel drive vehicle for beach and dune monitoring and inspections, and any other required equipment. Required vehicles and equipment may be purchased using funds provided under this Cooperative Agreement.
- B. The City shall conduct a training program for new personnel employed to carry out the services in (I.) through (V.) above.
 - 1. Personnel training must be conducted to ensure knowledge of (1) appropriate provisions of the Alabama Coastal Area Management Plan document, (2) appropriate state acts, (3) applicable federal laws, (4) ordinances, and (5) ADEM Division 8 Coastal Program rules.

2. A minimum of two hours of initial training and additional refresher training, as needed, must be provided for each employee.
3. A record of training conducted shall be maintained to document the subject matter, hours, dates, attendees and instructors.
4. Upon request, the Department will provide technical assistance in providing required training.

VII. Beach Cleanups

- A. The City shall conduct weekly beach and dune litter cleanups on all city-owned public beach sites. The City shall submit monthly progress reports regarding quantity or nature of litter removed from the beach sites. The City shall provide trash and recycling receptacles at all public access sites.
- B. The City shall assist the Alabama Department of Conservation and Natural Resources-State Lands Division-Coastal Section and the Department during coastal cleanups and Adopt-A-Beach activities, if requested to do so.

VIII. Reporting

- A. Copies of all public notices issued for Coastal Area Management Program permit applications subject to the permitting requirements of ADEM Admin. Code 335-8-2-.08 and/or the equivalent City ordinance shall be submitted to the Department within five (5) days of publication.
- B. A monthly progress report must be prepared by the City and submitted to the Department within thirty (30) days of the end of each month. This report shall include the following:
 1. Number and type of building inspections performed for projects on Gulf-fronting properties and for other projects within the Coastal Area.
 2. Number of building permit applications received for Gulf-fronting properties.
 3. The number of building permit applications received for Gulf-fronting properties which are subject to the permitting requirements of ADEM Admin. Code 335-8-2-.08, and/or equivalent City ordinance.
 4. Number of building permit issued for project on Gulf-fronting properties.
 5. Number of Coastal Area Management Program permits issued under ADEM Admin. Code 335-8-2-.08, and/or equivalent City ordinance.
 6. A copy of each Coastal Area Management Program permit issued under ADEM Admin. Code 335-8-2-.08, and/or equivalent City ordinance.
 7. Number of beach front monitoring patrols conducted including the number of miles of beach monitored during each patrol.

8. Number and type of coastal program violations and type of actions taken (spot correction, formal enforcement action, etc.).
9. A tally of the number of visitors to the permit information center.
10. A note on any changes in the program, such as the addition of new personnel for the monthly reporting period.

ATTACHMENT B

PERMIT CONDITIONS

1. The permittee bears full responsibility for the accurate determination of the location of the construction control line and the location of all structures on the property specified in this permit, and may be subject to administrative action for the construction of any structures constructed seaward of the construction control line.
2. Should cultural resources be encountered during project activities, all construction activities must cease and the permittee shall contact the Alabama Historical Commission immediately. This condition should be placed on the construction plans to ensure contractors are aware of it.
3. During construction activities, a copy of this permit must be kept on-site at all times and must be made available for inspection by the City, the Alabama Department of Environmental Management or its representative upon request.
4. This permit is conditioned upon continued compliance with the Alabama Coastal Management Program.
5. No construction materials or debris may be stored or placed seaward of the construction control line.
6. No sand shall be removed from the construction site. Any excess sand shall be placed in areas designated by the City, the Alabama Department of Environmental Management or its representative.
7. Unless specifically authorized by this permit, no equipment shall be operated seaward of the construction control line excepting that essential to the construction of dune walkovers, and pumping water to set pilings. All runoff water from the jetting of pilings shall be directed and contained landward of the CCL. The Permittee shall restore any disturbed areas seaward of the construction control line and outside the "footprint" of construction to pre-project conditions. All restoration work is subject to review and approval by the City, the Alabama Department of Environmental Management or its representative.
8. This permit does not relieve the applicant or permittee of the responsibility to comply with all applicable federal, state, county and municipal laws, rules or ordinances nor to obtain any other licenses or permits which may be required thereby.
9. Any fill materials used in undertaking the activities authorized by this permit shall be free of construction debris, rocks or other foreign matter and shall consist of sand which is similar to that existing on the site in both coloration and grain size. No clay materials may be used unless specifically approved by the City.
10. The permittee shall allow any duly authorized employee of the City, the Alabama Department of Environmental Management, or Attorney General or District Attorney to enter upon the premises associated with the project authorized by this permit for the purposes of ascertaining compliance with the terms and conditions of the permit and with the rules and regulations of the Alabama Department of Environmental Management.

11. This permit does not authorize any activity or result therefrom not specified herein, nor does this permit convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to persons or property or invasion of other rights or any infringement of federal, state, or local laws or regulations.
12. The permittee shall provide enclosed containers for refuse on the project site.
13. The permittee shall not commence construction of any house, building or other structure until the permittee has received a building permit from the appropriate local or county authority responsible for implementation of the National Flood Insurance Act of 1968, as amended, and regulations adopted thereunder.
14. The construction activities authorized by this permit shall commence within twelve (12) months of the date of issuance and shall be completed within thirty-six (36) months of the date of issuance of this permit. The permittee may request extensions by providing written notice to the City within sixty (60) days prior to the time limitations specified above. Upon such notice the City may require the submission of additional information and/or a new permit application and additional fees may be required.



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 5, 2023**

Departments: City Clerk

Description of Topic: Resolution adopting an amended Procurement Policy for the City of Orange Beach.

Background/Description: Updates to incorporate recent legislative changes to the Alabama State Bid Laws.

Action Options/Recommendation:

Source of Funding (if applicable): N/A

ATTACHMENTS:

1. 09-05-23 23-xxx Adopt Amended Purchasing Manual Procurement Policy
2. Procurement Policy 2023.08.15 Draft

RESOLUTION NO. 23-xxx

**A RESOLUTION ADOPTING AN AMENDED PROCUREMENT POLICY
FOR THE CITY OF ORANGE BEACH**

FINDINGS:

1. On February 5, 2019, the City Council adopted Resolution No. 19-020 adopting an amended Procurement Policy for the City of Orange Beach.
2. Acts 2023-135 and 2023-497 of the Regular Session of the Alabama Legislature made changes to the Alabama State Bid Laws effective as of September 1, 2023.
3. The City Council desires to revise the city's procurement policy to stay current, effective, and efficient.
4. The City Council has determined that the amended Procurement Policy is in the best interest of the City of Orange Beach, Alabama.

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

1. That the Procurement Policy for the City of Orange Beach is hereby amended to read as per the attached Exhibit A; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 5th DAY OF SEPTEMBER, 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 September 5, 2023.

City Clerk



PURCHASING MANUAL: PROCUREMENT POLICIES & PROCEDURES

Adopted per Resolution No. 19-020 on February 5, 2019
Updated August 15, 2023

Renee Eberly, City Clerk / Procurement Officer

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Executive Summary

A general summary of approvals required for City expenditures are as follows:

➤ All Purchases

Employees must show City I.D. and confirm that the vendor is on the City's vendor list.

➤ All Purchases \$2,500 or more

A Purchase Requisition is required. All Purchase Requisitions require Department Head, Procurement Officer, Finance Director, and City Administrator approval. A Purchase Requisition is converted to a Purchase Order and issued a Purchase Order Number once it is fully approved.

➤ Purchases \$30,000 or more – Goods or Services

City Council approval required to award Sealed Bid (See Section XI). A Purchase Requisition with full approval through conversion to a Purchase Order Number is also required prior to placing the order.

➤ Purchases \$100,000 or more – Public Works Contracts Only

City Council approval required to award Sealed Bid (See Section XII). A Purchase Requisition is not required.

➤ Professional Service Contracts

City Council approval required.

EXCEPTIONS:

Budgeted items of a routine nature

Examples

- Compensation of officers and employees
- Payments of principal and interest on bond or warrant issues

I. Introduction

- A. The purpose of these purchasing policies and procedures is to establish a legal and orderly method of buying goods and services for the City of Orange Beach, Alabama ("City"). These policies and procedures shall apply to all City of Orange Beach employees, officers, officials, and agents when buying any goods or services for the City.
- B. By using these guidelines, the City hopes to achieve impartiality, integrity, and cost savings in the buying of goods and services. Another objective is to ensure that needed materials will be in sufficient supply so as to avoid any interruption in the delivery of services to the public.
- C. All purchasing records of the City will be open to inspection by any person, at all reasonable times and under reasonable regulations, except where prohibited or restricted by law.
- D. No officer or employee of the City shall be financially interested, either directly or indirectly, in any contract or purchase of any goods, materials, equipment, or contracted services furnished to or used by any Department, Board, or Agency of the City Government.

There are certain statutory exceptions to this State regulation pertaining only to a Class 7 or 8 Municipalities, such as Orange Beach (*Code of Alabama*, Section 11-43-12.1). In the event an elected official, employee, or board member offers to sell or submit a bid to the municipality for the sale of personal property or a contract for furnishing personal services, the said official, employee, or board member shall make full disclosure of his/her ownership or extent of ownership in the business organization with which he/she is associated. In the event the business organization is a partnership, the names, addresses, and percentage of ownership of all stockholders shall be disclosed. This required disclosure shall be made under oath of the elected official, employee, or board member in the original submission to the municipality and in like manner in any contract or agreement entered into with the municipality.

- E. No officer or employee of the City may accept or receive, directly or indirectly, money, entertainment, gift or any promise, obligation, or contract for future reward or compensation from any person, firm, or corporation to which any contract or purchase order may be awarded.
- F. The City Purchasing Authority shall be the Procurement Officer or, in his/her absence, the City Administrator. The City Purchasing Authority may authorize the purchase of items less than \$2,500 which have been approved in the budget by City Council. City Administrator approval is required for purchases greater than \$2,500 up to the limits set by the Alabama Competitive Bid Law (See Section XI, "Procedures for Sealed Bids").

II. General Guidelines

A. Authorized Purchases

All City employees may make purchases authorized by their Department Head on behalf of the City of Orange Beach. It is the Department Head's responsibility to ensure purchases are appropriate and within budget.

B. Price Comparisons

In all purchasing situations, except those governed by the State Bid Law, price comparisons are to be obtained from two to three vendors to ensure the City receives quality merchandise at the lowest

possible price. Purchases that are exceptions, as allowed by the State Bid Law, will not require price comparisons as described in this section.

The following buying limits for goods and services shall be used to determine how price comparisons are to be made:

<u>Amounts</u>	<u>Request</u>	<u>Method of Pricing</u>
All Goods and Services:		
\$0 – \$2,499.99	Verbal	Two verbal quotes recommended.
\$2,500 – \$29,999.99	Written	Three (3) written quotations on vendor letterhead required. Attach quotes to Requisition.
\$30,000 and above		Formal sealed bids (<i>Code of Alabama</i> , Section 41-16-20)
Public Works Contracts:		
\$2,500 – \$99,999.99	Written	Three (3) written quotations on vendor letterhead required. Attach quotes to Requisition.
\$100,000 and above	Written	Formal sealed bids (<i>Code of Alabama</i> , Section 39-2-2)

C. Unauthorized Purchases

Under normal working conditions within standard operating hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.), requisitions and purchase orders are to be completed prior to the purchase. Requisitions submitted with invoices attached will be considered unauthorized purchases. If you have made an unauthorized purchase, do not complete a requisition or call for a purchase order number – simply code the invoice for payment and submit a written explanation. The purchase will either be approved by the proper authority (i.e., if it was a reported emergency or deemed a justifiable obligation of the City) or it will be returned to the Department Head. Such unauthorized purchases may subject the employee and/or Department Head to discipline.

D. Related Party Purchases

Any purchase \$2,500 or greater charged to the City of Orange Beach and purchased from a company owned by a related party shall require two additional quotes before a P.O. Number may be assigned. A related party is defined as a City of Orange Beach employee, elected official, officer, board member or the spouse, child, parent, or sibling of the aforementioned.

III. General Purchasing Procedures

A. For purchases of \$0 – 2,499.99

1. Purchase can be made by any City employee. A City I.D. must be presented by the City employee. The City employee must confirm that the vendor is on the City's vendor list. If the vendor is not on the City's vendor list, refer to Section VI, "Procedure for Adding New Vendors".
2. The ticket or invoice for a purchase must be completed and submitted to the Finance Department as soon as possible. If the invoice is for the purchase of a fixed asset (refer to "Fixed

Assets Manual”), a copy of the invoice must be given to the Procurement Officer. To be complete, a ticket/invoice must have the following information:

- a. Vendor Name
- b. Charge Code
- c. Item Description
- d. Cost
- e. Signature and legibly printed name of the employee making the purchase
- f. Approval signature of the Department Head

B. For purchases of \$2,500 – \$29,999.99

\$2,500 – \$99,999.99 for Public Works Contracts

1. A Purchase Requisition must be initiated by the Department Head with the assistance of the Procurement Officer. State and City Annual Bids shall be used when applicable. Annual bids may be used in place of the quotation process. The contract number is to be written on the requisition if an annual bid is used. The buyer shall request price quotes from at least three vendors when possible, and list the quotations on the requisition. If three vendors are not available or if the purchase is repetitive, the buyer will note that fact on the requisition. All instances of Sole Source shall include complete documentation and a summary of any responses or lack of responses from like vendors unable to provide the item.
2. All quotation requests shall include the following:
 - a. Complete and detailed specifications including product and service information
 - b. Time frames for delivery and/or completion of service
 - c. All warranties on both products and service
 - d. Insurance limitations (liability and workers’ compensation)
 - e. Appropriate licenses
 - f. Specific price terms
 - g. Delivery type and cost
 - h. Signature and date by the sales representative

No quotes given verbally will be accepted. Invitations to quote shall be sent to all qualified vendors in the local area and who are listed in the bid file.

3. The Procurement Officer will verify established procedures are being followed. After approval by the Procurement Officer, the Requisition will be routed for review and approval via signature by the Finance Director, who verifies the requested purchase is authorized by the City Council by budget or resolution, and City Administrator. Inclusion of any item in the annual budget as a separate line item or included by description under a specific account number will constitute Council prior approval of a purchase once the budget resolution is adopted.
4. In cases where the established procedures are not being followed or the item is not budgeted, the Requisition will be routed to the City Administrator for approval and signature. Depending on the nature of the purchase, Council approval by resolution may also be required.

5. Once approved, the Requisition will be assigned a P.O. Number by the Procurement Officer or his/her designee. The buyer may then proceed with placing the order.
- C. For purchases of \$30,000 and above
- \$100,000 and above for Public Works contracts
1. The Competitive Bid Law is codified through Titles 39 and 41, *Code of Alabama, 1975*.
 - a. The Bid Laws have been interpreted by the Courts and by the State Attorney General's Office to mean that like items purchased by the entire City, totaling \$30,000 and above, must undergo the sealed bid process. (\$100,000 for Public Works Contracts)
 - b. Bidders may be required to furnish a bid bond on any contract totaling \$30,000 and above (\$100,000 for Public Works Contracts) provided that bonding is available for such services, equipment, or materials. (*Code of Alabama, Section 41-16-50(c)*)
 - c. Bond in a responsible sum for faithful performance of the contract with adequate surety may be required in an amount specified in the advertisement for bids. (*Code of Alabama, Section 41-16-58*)
 - d. For your convenience, the following exceptions allowed by the Competitive Bid Law are listed here:
 - Purchases of utility services where no competition exists or rates are fixed by law.
 - Purchases of insurance.
 - Purchases of election supplies. However, the purchase or lease of voting machines is not exempt from the bid law.
 - Contracts for services of attorneys, physicians, architects, teachers, superintendents of construction, artists, appraisers, engineers, consultants, certified public accountants or other individuals possessing a high degree of professional skill where the personality of the individual plays a decisive part. ("Professional Services")
 - Contracts of employment in the regular civil service.
 - Purchases of products made or manufactured by the blind or visually handicapped under the direction or supervision of the Alabama Institute for the Deaf and Blind.
 - Purchases of maps or photographs from a federal agency.
 - Purchases of manuscripts, maps, books, pamphlets and periodicals.
 - The selection of paying agents and trustees for any security issued by a public body.
 - Professional service contracts for the codification and publication of the laws and ordinances of a county or municipality.
 - Contractual services and purchases of commodities for which there is only one vendor or supplier.
 - Contractual services or purchases of personal property, which by their very nature are impossible to award by competitive bidding.
 - Purchases of products where the price of such products is already regulated and established by state law.

- Contracts for furnishing of fiscal or financial advice or services.
- Contracts relating to industrial development.
- The purchase of equipment, supplies or materials needed, used and consumed in the normal and routine operation of any waterworks system, sanitary sewer system, gas system, or electric system, or any two or more thereof, that are owned by municipalities, counties or public corporations, boards or authorities that are agencies, departments or instrumentalities of municipalities or counties and no part of the operating expenses of which system or systems have, during the current fiscal year, been paid from revenues derived from taxes or from appropriations of the state, a county, or a municipality.
- Repair of construction equipment and all vehicles for which parts or service is of a specialized nature.
- Contracts for computer programs and software applications.
- Contracts for services that aid in prevention and detection of criminal activity by law enforcement agencies and community-oriented policing programs.

Annual Bids, the State Bid List, and National Purchasing Cooperatives approved for municipal use by the State of Alabama are to be used whenever possible.

Note: The State bid should state, in writing, that the contract was let for the benefit of municipalities as well as the state. Purchase of items on State Bid List should reflect commodity number and State contract number. If the vendor cannot provide these numbers, it is not on the State Bid List. The City cannot purchase from Federal General Services Administration's (GSA) contracts but may use GSA prices for comparison. It is recommended that other prices be obtained when using the State Bid List or National Purchasing Cooperatives; their prices are not always the lowest.

Exception to Federal GSA: Police and Fire Departments can purchase items to be used for Homeland Security, and Schedule 70 contracts can be utilized for computers.

2. Purchases shall not be split in order to avoid the requirements of the bid laws.
3. Invitations to bid for items other than Public Works Contracts shall be prepared by the Procurement Officer. Engineers or Architects may be utilized in the preparation of bid documents for Public Works Contracts with the Procurement Officer's assistance and knowledge. Scheduled bid openings will normally be held on Thursdays at 11:00 AM. Bid openings will normally be held in the Council Chambers of City Hall unless an alternate place is designated and posted on the public bulletin board prior to the opening. The Procurement Officer may set special bid openings and change the location as he/she deems necessary.
4. All bids will be opened in a public meeting. A bid tabulation sheet will be prepared as bids are opened showing the items responded to appropriate bid amounts received.
5. The Procurement Officer or his/her designee is required to attend each bid opening. Department heads, other staff members, vendors, and the general public are invited and welcome to attend bid openings.
6. All bids will be time date stamped regardless of the time received. Any bid received after the appointed time of opening will be placed in the bid file, unopened, and retained by the City.

7. All bids, together with all documents pertaining to the bid or award of a contract, shall be retained and made part of a file or record for a period of seven (7) years, or as required by the Alabama State Records Retention Law.
8. At the bid openings, the City's representatives may question any bidder as to the validity of the bid; however, no one representing the City shall make any commitment to a bidder as to a purchase prior to the awarding by Council and the issuance of a Purchase Order or Contract.
9. City Council shall award the contract for all accepted sealed bids by resolution. Unit price, estimated quantity contracts may be awarded with an amount "not to exceed" identified. If the contract expenditure exceeds the "not to exceed" amount, a change order must be approved by resolution of the City Council.
10. In the event only one (1) bid is received, the City may reject the bid and negotiate the purchase provided the purchase price is lower than the bid price. The City may further reject any bid if the price is deemed excessive or the quality of the product or service does not meet the specification or is otherwise deemed nonconforming. Should the City solicit bids and receive none, the City may then negotiate a price with any vendor without soliciting bids a second time. The City reserves the right to reject any or all bids and to waive any informality.

IV. Purchasing Contracts

- A. Section 11-47-5, *Code of Alabama, 1975*, requires that all municipal contracts for personal property or services be in writing and authorized by City Council. Section 11-43-83, *Code of Alabama, 1975*, requires that such contracts be signed by the Mayor.
- B. Generally, where personal property, supplies, and equipment are purchased under bid law rules specifying model or type numbers, sizes, amounts, and prices, that document and the written offer to accept will constitute a written contract satisfying the requirements for a written contract. However, where services and labor are involved, a specially prepared contract outlining the scope of work, the price, cost, terms of payment, etc., shall be prepared and signed by both the contractor and the Mayor. It should be noted that change orders and supplemental contracts also require written contracts properly executed. These provisions are mandatory for all City employees and officers and may not be waived under any circumstance.

V. Emergency Purchases

- A. Emergency purchase of goods or services may be authorized by the Department Head or, in his/her absence, the Purchasing Authority when delivery is critical to the life, health, or comfort of the City and when normal purchasing procedures cannot be followed.
- B. For items within his/her purchasing range, the Supervisor must secure verbal approval from his/her Department Head before such emergency purchase and shall submit a written report to the Purchasing Authority via his/her Department Head within 24 hours after such emergency purchase. The report must set forth the nature of the emergency and a summary of the purchasing procedure used.

- C. The City Council has the authority to let contracts under the State Bid Law (purchases or contracts \$30,000 and above) to address circumstances that would likely cause harm to an individual or public property. Such contracts can only be let to the extent necessary to mitigate the harm threatened by the emergency circumstance. Such emergency must be declared in writing by the Department Head in advance; two or more written quotes must be provided to the Procurement Officer; and the City Council shall ratify the contract award based upon the justification provided by the Department Head. The Council Resolution must state (1) the nature of the circumstances, (2) the action to be taken, and (3) the reasons for taking the action.

VI. Procedure for Adding New Vendors

- A. No accounts may be opened on behalf of the City without following the procedures below. The assistance of the Procurement Officer or his/her designee should be utilized.
- B. Employees shall confirm whether or not a vendor is new with the Procurement Officer or his/her designee before making a purchase.
- C. If the vendor is located outside the City, the item being purchased or service being rendered should not be available within the City from a preferred local vendor.
- D. A Vendor Application Form with a signed W-9 must be completed and submitted to the Procurement Division before a vendor can be issued payment.

VII. Special Requests and Conditions

- A. No purchases shall be made unless the purchases are for budgeted items with available funds in the current year budget, or have been specifically approved by the Mayor or the City Administrator.
- B. Competitive pricing is not required if goods are available only through a single vendor, have uniform prices wherever bought, or are exceptions as defined in the State Bid Law. Sole source purchases shall be approved by the Purchasing Authority prior to purchase. Sole source purchases are extremely rare.
- C. For the purchase or lease of personal property only, a Baldwin County resident person, firm, or corporation whose bid is no more than five percent (5%) greater than the lowest bid, may be the successful bidder and the contract may be awarded to such Baldwin County resident vendor responsible bidder. A Baldwin County resident vendor is defined as one who has a place of business within Baldwin County. It is the policy of the City of Orange Beach to purchase from an Orange Beach resident vendor whenever possible. All other aspects defining local vendor preference shall be in accordance with State law (Act 2015-293).
- D. Vendors offering equal value at equal cost will be rotated on an equitable basis. Equal cost is to be determined by evaluation of such factors as price, delivery, service, operations, features, salvage, and life cycle costing, if applicable.

- E. All contract change orders, regardless of amount, shall be approved through resolution by the City Council.

VIII. Professional Service Contracts/Agreements

- A. Department Heads shall submit professional service contracts to City Council for approval.
- B. The Mayor shall be the signing authority on all professional service contracts.
- C. Professional service contracts must address professional errors and omission coverage. A Certificate of Insurance evidencing coverage must be provided to the City referencing the project name. Contact the Procurement Officer to determine appropriate coverage before executing any contracts or agreements.

IX. Procedure for Requisitions/Purchase Orders

- A. It shall be unlawful for any City employee to divide a purchase into separate parts to avoid a higher level of approval or to avoid competitive pricing. Any such partial contract shall be null and void and the offending City employee may be subjected to reprimand, suspension without pay, termination of employment, or any other disciplinary action as stated in the City of Orange Beach Personnel Policy.
- B. For purchases \$2,500 or more, a Purchase Requisition must be initiated by the Buyer. Three written quotes shall be obtained by the Buyer when possible and summarized on the requisition. The quotes shall be attached to the requisition. If quotations are absent, the buyer shall write an explanation on the requisition.
- C. All specifications and vendors' prices shall include freight charges F.O.B. (Freight On Board) Delivery to Orange Beach. All vendors should be advised at the time prices are obtained that freight charges quoted will be the maximum paid by the City, and under no circumstances will additional freight charges be paid.
- D. The incorporated municipalities of the State of Alabama are specifically exempted from the payment of Alabama Sales Tax on purchases of tangible personal property. Since a specific exemption is provided by law, a certificate of exemption is not needed (*Code of Alabama, 1975, Section 40-23-4(11)*, as amended). Tax exempt documentation may be requested from the Procurement Officer.
- E. Once a Purchase Requisition is submitted, it is approved as follows:
 - 1. Department Head – Verifies the purchase is appropriate and within budget.
 - 2. Procurement Officer – Verifies established procedures are being followed, and that the requisition has been filled out correctly.
 - 3. Finance Director – Verifies that the vendor has a current business license and is tax compliant, when applicable. Verifies the expenditure is approved by Council. Verifies there is available fund balance.

4. City Administrator – Approves requisition.
- F. Upon receipt of a fully approved requisition, the Procurement Officer or his/her designee will assign a P.O. Number, retain the original Requisition/Purchase Order, and distribute a copy of the Purchase Order to the requesting City employee who may then place the order with the vendor.

X. Payment of Invoices

- A. Good and/or services, together with the vendor's invoice, are delivered by the vendor to the Buyer who initiated the purchase requisition.
- B. Upon receipt of the goods or services, the Buyer shall make certain that the goods or services delivered comply with the terms of the purchase and are in good condition.
- C. If the provisions of the purchase have been met, the Buyer shall sign a receipt of delivery indicating the date and time of delivery on the vendor's invoice, which is retained. Buyer must be sure to sign and print name on the ticket and/or invoice.
- D. If a purchase is made and is specific to a project passed by resolution, the project name must be identified on invoice. When purchases made are to be reimbursed by a grant, the name of the grant and the amount to be charged must be plainly marked on the ticket, invoice, or purchase order.
- E. When purchases made are deemed to be reimbursable by FEMA, AEMA, or another agency because they are directly related to a hurricane or other disaster, the name of the disaster, physical location of where the purchase was used, a description of how the purchase was used, and the dollar amount shall be plainly marked on the ticket, invoice, or purchase order. This includes preliminary disaster purchases for protective measures as well as all expenditures incurred during and after the disaster, such as cleanup and damage repairs.
- F. The invoice shall be coded for payment and signed as approved by the Department Head. The entire account number being charged shall be plainly marked on the ticket, invoice, or purchase order. If the invoice is for the purchase of a fixed asset (refer to "Fixed Assets Manual"), a copy of the invoice must be given to the Procurement Officer. When applicable, Buyer shall ensure that the invoice does not exceed the purchase order. If an overage does occur, Buyer shall include written justification with the invoice. Repeat overages may subject the employee and/or Department Head to discipline.
- G. Invoices must be filled out completely and turned in to the Finance Department as soon as possible. Departments with excessive turnaround times will be referred to the City Administrator.
- H. The Finance Director informs the City Council at each regular council meeting of payments authorized by Department Heads and the City Clerk. The Finance Director prepares the payment check noting the vendor's invoice number. The check must be signed by any two of the following before issuance: the Mayor, City Administrator, City Clerk, Finance Director. A copy of the check is attached to the invoice and filed in the Finance Director's permanent files
- I. All vendors should be informed that the City issues checks twice per month.

XI. Procedures for Sealed Bids

(Purchases of \$30,000 and above; \$100,000 and above for Public Works Contracts)

All applicable public contracts for the City of Orange Beach must conform to the *Code of Alabama*, Title 41.

- A. The Procurement Policy should be reviewed on a regular basis to ensure compliance is maintained.
- B. The bid package shall clearly indicate the person to contact in cases when the vendor may have questions.
- C. The following sources should be utilized in developing bid specifications:
 - 1. NIGP (National Institute of Governmental Purchasing)
 - 2. State and/or Baldwin County
 - 3. Other municipalities
 - 4. Internal staff

The practice of having vendors participate in formulating the specifications should be avoided if possible. In cases where a vendor did participate in the preparation of the bid specifications, a pre-bid conference or similar review should be conducted to ensure that other vendors are able to fairly bid.

- D. The Bids must be received by U.S. Mail, Federal Express, etc., not later than the time and date for bid opening specified in the bid package. Walk-in bids are acceptable, but hand carried bids must be turned in at the City Hall front desk by the bid deadline. All bid packages shall be date/time stamped by the City Hall front desk attendant at the time they are turned in and logged. The City accepts no responsibility for the acceptability or receipt of walk-in bids.
- E. Bid advertisements shall be posted at City Hall and on the city website.
- F. There shall be no changes in the bid specifications starting 48 hours prior to the scheduled bid opening. This should be clearly indicated in the bid package. All bid inquiries should be directed only to the specific person(s) indicated to receive inquiries in the bid package. Answers to all inquiries shall be provided to all bidders via written addendum. All addenda shall be issued by either the Engineer/Architect or Procurement Officer for promulgation to vendors. All receptionists responsible for directing calls should be made aware of this by the Procurement Officer.
- G. Warranty information should always be included by the vendor as part of their sealed bid. This should be clearly stated in the bid package.
- H. Council approval is required to award sealed bids.
- I. Upon award, the successful bidder must become registered as a City Vendor. The successful bidder will be required to obtain an Orange Beach Business License if delivery trucks or business representatives operate within the City. Vendors are not required to obtain a business license if items are shipped through common carrier. Vendors shall be responsible for Use Taxes, if due, on

materials provided by the Vendor in accordance with Alabama Law and local City Ordinances. Contractors performing construction work on a project must obtain an Orange Beach Building Permit, but permit fees will be waived. Contractors shall do no work until Certificates of Insurance acceptable to the City have been filed and approved.

XII. Public Works Contracts

Section 39-2-1, *Code of Alabama 1975*, defines public works as:

“The construction, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads, bridges, docks, underpasses, and viaducts as well as any other improvements to be constructed, repaired, renovated, or maintained on public property and paid, in whole or in part, with public funds or with financing to be retired with public funds in the form of lease payments or otherwise.”

All public works projects involving a public expenditure of \$100,000 or more must be competitively bid. Public works projects less than \$100,000 are exempt from the regular bid law. Public works projects \$50,000 and above must still comply with the state requirement to possess a valid general contractor's license. The Procurement Officer should be consulted to determine if a project truly qualifies as a public works contract.

All Public Works Contracts for the City of Orange Beach must conform to the *Code of Alabama*, Title 39.

A. Licenses Required.

1. Any contractor performing any construction work for the City must possess all licenses and permits required by the City of Orange Beach. Any general contractor desiring to bid on any contract to construct any building, highway, sewer, grading, or any improvement or structure costing \$50,000 or more must possess a valid current general contractor's license issued by the State of Alabama. All bidders must include a current State of Alabama Contractor's License Number on the bid. No contract in the amount of \$50,000 or more shall be awarded to any contractor who is not a currently licensed Alabama General Contractor.
2. In addition to necessary state and local business and contractor's licenses, an out-of-state corporate contractor shall be registered to do business in Alabama by the Secretary of State. Proof of such qualification shall be provided to the Purchasing Authority at the time of business license fee payment. A card reflecting the State Certification Number shall be sufficient proof.

B. Plans and Specifications Required.

On any construction project costing \$100,000 or more, all engineering plans, specifications, and estimates shall be prepared by, and the construction executed under the direct supervision of, a professional engineer or registered architect.

C. Advertisement.

1. Any construction project costing \$100,000 or more shall be advertised on a bulletin board maintained at Orange Beach City Hall and posted on the city website
2. Invitations to bid may be e-mailed to all Alabama contractors on the City of Orange Beach bid list for projects of the type being bid or placed on the city website.

D. Bid Guaranties.

All bidders shall furnish a bid bond on any contract in excess of \$100,000 provided that bonding is available for the services, equipment, or materials. In cases where bonding is not available, a certified check payable to the City of Orange Beach will be required. The amount of the bond or certified check shall be for an amount not less than five percent (5%) for all Alabama contractors on the City of Orange Beach bid list for projects of the type being bid of the estimated cost or of the contractor's bid but not more than \$10,000 unless special circumstances require a greater amount.

E. Performance Bond and Labor and Material Payment Bond.

Any person, firm, or corporation entering into a contract with the City for the repair or construction of any public building, public work, highway, or bridge shall provide a performance bond equal to one hundred percent (100%) of the contract price and, in addition thereto, another bond with good and sufficient surety, payable to the City of Orange Beach in an amount required by the City of not less than fifty percent (50%) of the contract price, with the obligation that such contractor shall promptly make payments to all persons supplying him with labor, materials, or supplies and for the payment of reasonable attorneys' fees incurred by successful claimants or plaintiffs in civil actions on said bond (*Code of Alabama*, Section 39-1-1(a)). The specifications may permit the alternative of an irrevocable letter of credit to be presented in place of a bond. Bonds are not required on contracts of less than \$100,000 by the *Code of Alabama*, Section 39-1-1, but a bonding requirement imposed by the City under *Code of Alabama*, Section 41-16-58 for contracts under \$100,000 would not be precluded.

F. Insurance Requirements for Contractors.

Any person, firm, or corporation entering into a contract with the City for the repair, maintenance, or construction of any public building, public work, highways, or bridges shall have Workers' Compensation and Comprehensive General Liability Insurance in an amount deemed appropriate by the City but never less than \$1,000,000 Combined Single Limit. The Certificate of Insurance shall name the City of Orange Beach as additional insured.

G. Preference to Resident Contractors.

1. A preference shall be given to Alabama contractors bidding on construction projects being funded by State, County, or City funds to the same extent preference is given to nonresident contractors in their home state.
2. Nonresident bidders must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in such nonresident bidders' state of domicile, as to the

preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

3. A summary of this law shall be a part of the advertised specifications of all projects affected by this law.
- H. If a construction contract is funded in part by grant moneys, the applicable Federal or State administrative requirements shall control in any situation where the Municipal guidelines differ.
- I. All contract change orders in excess of \$5,000 shall be preapproved by resolution of the City Council. Change orders less than \$5,000 shall be ratified by Council.
- J. No specification for the use of sole source materials, products, systems, or services may be made unless there is compliance with *Code of Alabama*, Section 39-2-2(f).
- K. *Code of Alabama*, Sections 39-3-1 and 39-3-4, require the use of domestic materials, supplies, other products, and steel if these are available at reasonable and competitive prices and are not contrary to any sole source specifications implemented under Section 39-2-2(f). In the event the contractor breaches the agreement to use domestic products and domestic products are not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.

XIII. Maintenance, Rental, Lease, and Lease Purchase Contracts

- A. All contracts for leases, lease purchases, rental agreements or maintenance agreements must be submitted to the City Clerk, who will determine whether the document should be reviewed and approved by the City Attorney. Only the Mayor has the authority to sign contracts on behalf of the City.
- B. All leases, lease purchases, rental agreements or maintenance agreements are subject to bid laws if the amount equals or exceeds \$30,000.
- C. A lease purchase plan is an option available to the City to be used when deemed to be in the best interest of the City. A lease purchase agreement may not exceed a period of five (5) years.
- D. Contracts for purchases of personal property shall not be awarded for terms greater than three (3) years and contracts for contractual services shall not be awarded for terms greater than five (5) years.
- E. Lease purchase contracts for capital improvements and repairs to real property shall be let for periods not greater than ten (10) years.

XIV. Vehicle and Equipment Purchases

The following procedures should be used when making approved purchases of vehicles and/or equipment:

1. Present desired specifications to Fleet Manager for review. Be sure to include request for parts manual.
2. Discuss with Procurement Officer to determine whether the item should be purchased from the State Contract List, other approved contract, or if it should be competitively bid.
3. Buyer must inform Fleet Manager and Procurement Officer of which existing units are being replaced, or present proof of fleet increase approval.
4. Follow applicable purchasing procedures for competitive bid and/or requisition.
5. Place order when a P.O. Number has been issued.
6. Vehicle and equipment titles must be made out to the City of Orange Beach as follows:

Mailing address:
City of Orange Beach
PO Box 458
Orange Beach, AL 36561

Physical address:
City of Orange Beach
4099 Orange Beach Boulevard
Orange Beach, AL 36561
7. Received vehicles and equipment must be delivered directly to the Public Works Shop for an initial inspection prior to use.
8. Original title, a copy of invoice, and any additional documentation should be submitted upon item delivery to the Procurement Officer. The Procurement Officer will add new items to insurance and forward the title application to the Finance Director to apply for license plates when required. The Public Works Shop will issue the fuel card. The Procurement Officer will ensure the Master Vehicle and Equipment lists are updated.
9. Original invoice should be approved, coded, and submitted to Finance for payment.

XV. Workers' Compensation Insurance Requirements for Vendors

Vendors with more than four employees performing work or services on City property are required to provide proof of workers' compensation insurance prior to beginning work on City property.

Note: The State of Alabama requires businesses with more than four employees to have workers' compensation insurance coverage, but the City is required to pay for workers' compensation insurance coverage for all vendors who work on City property, even if they have four or less employees, if their proof of insurance is not on file. Proof of workers' compensation insurance for vendors performing work or services on City property should be obtained whenever possible.

XVI. Business License Requirements for Vendors

All vendors with a physical presence in the City of Orange Beach are required to have an Orange Beach Business License. This includes physically performing work within the City and delivery of goods by personnel and vendor-owned vehicles into City limits. Vendors using common carrier delivery methods such as FedEx and UPS are not required to obtain a business license.

XVII. Partial Shipment Payment

When a partial shipment is received and there will be delay in completing the order, the Department Head may authorize payment for those goods received. The person receiving the items should sign the receiving ticket certifying that the items have been received, and the Department Head shall then authorize payment against a valid invoice.

XVIII. Prepayment Purchases

On purchases of goods or services requiring prepayments, standard procurement procedures requiring the issuance of P.O. Numbers and completion of Purchasing Requisitions must be followed. An invoice for the prepayment must be issued by the vendor and standard procurement procedures for coding and submission of the invoice must be followed.

XIX. Recurring Contractual Charges

Payment of recurring monthly charges and reimbursement is an accounting procedure and not a purchasing procedure; therefore, no purchase order will be needed for these payments. Procedures for payment will be implemented by the Finance Department. Examples of these payments are automobile allowance, utility bills, debt services, and appropriations.

XX. Grant Administration

When making purchases with funding from multiple agencies, the strictest purchasing policy shall prevail. Most grants are heavily regulated by specific policies and operational procedures. It is important to know which purchasing rules and policies to follow and how to clarify and resolve any conflicts within those rules and policies. If there are areas of deficiency in the City policies, then the Federal and/or State policies and procedures must take precedence. All procurement of labor, services, or materials made with grant funds shall conform to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), State Bid Law (Code of Alabama, Title 41), and Public Works Law (Code of Alabama, Title 39).

XXI. Promulgated Rules

The Purchasing Authority may, with approval of the Mayor or City Administrator, promulgate any procedure(s) necessary for the implementation of this policy.

DRAFT

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT THREE
TO THE SUBAWARD GRANT AGREEMENT WITH THE
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES FOR
THE RESTORE ACT STATE EXPENDITURE PLAN FUNDED
ORANGE BEACH NORTH SEWER FORCE MAIN SEWER UPGRADE PROJECT**

FINDINGS:

1. The purpose of this Agreement is for Alabama Department of Conservation and Natural Resources (ADCNR) to provide funding under the Resources and Ecosystem Sustainability, Tourism Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) State Expenditure Plan to the City of Orange Beach for the upgrade of the existing sanitary sewer force main located north of the Gulf Intracoastal Waterway.
2. The purpose of the project is to improve the capacity and integrity of an existing sanitary sewer force main located along the Foley Beach Express and Roscoe Road.
3. On May 19, 2020, City Council adopted Resolution No. 20-110 authorizing the execution of a Subaward Grant Agreement with ADCNR agreeing to the provisions of the grant for the project.
4. ADCNR will disperse funds to the City to carry out the scope of the project in an amount not to exceed a total of \$5,925,000.
5. The purpose of this amendment is to modify the project period of performance from the original date of March 29, 2024, to completion on September 30, 2023.
6. After having reviewed said agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute a grant agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the Alabama Department of Conservation and Natural Resources (ADCNR) as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 5th DAY OF SEPTEMBER, 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 September 5, 2023.

City Clerk

1. DATE ISSUED MM/DD/YYYY 08/02/2023		1a. SUPERSEDES AWARD NOTICE dated 09/08/2022 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 87.052 - Spill Impact Component Project Grants			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. GNSSP20AL0004-01-03 Formerly		5. TYPE OF AWARD Other	
4a. FAIN GNSSP20AL0004		5a. ACTION TYPE Post Award Amendment	
6. PROJECT PERIOD MM/DD/YYYY From 10/01/2019		Through 09/30/2023	
7. BUDGET PERIOD MM/DD/YYYY From 10/01/2019		Through 09/30/2023	

The Gulf Coast Ecosystem Restoration Council
RESTORE Council
Gulf Coast Ecosystem Restoration Council

500 Poydras Street
Suite 1117
New Orleans, LA 70130

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
RESTORE Act, 33 U.S.C. 1321(t)(3) and 40 CFR Part 1800 - Spill
Impact Component

8. TITLE OF PROJECT (OR PROGRAM)
State Expenditure Plan #23: Orange Beach North Sewer Force Main Upgrade

9a. GRANTEE NAME AND ADDRESS ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES 64 N Union St RM 458 Montgomery, AL 36130-3020	9b. GRANTEE PROJECT DIRECTOR Amy Hunter 64 N Union St RM 458 Montgomery, AL 36130-3020 Phone: 251-621-1216
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Chris Blankenship 118 N. Royal Street Suite 603 Mobile, AL 36602 An authorized representative electronically signed the award on 08/02/2023	10b. FEDERAL PROJECT OFFICER Ms. Kathleen Baxter 500 Poydras St STE 1117 New Orleans, LA 70130-7305 Phone: 504-940-7709

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) 6,099,384.00	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods 0.00	
a. Salaries and Wages	35,428.00	c. Less Cumulative Prior Award(s) This Budget Period 6,099,384.00	
b. Fringe Benefits	15,189.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 0.00	
c. Total Personnel Costs	50,617.00	13. Total Federal Funds Awarded to Date for Project Period 6,099,384.00	
d. Equipment	0.00	14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies	100.00	YEAR	TOTAL DIRECT COSTS
f. Travel	527.00	a. 2	d. 5
g. Construction	0.00	b. 3	e. 6
h. Other	0.00	c. 4	f. 7
i. Contractual	6,035,820.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
j. TOTAL DIRECT COSTS	6,087,064.00	a. DEDUCTION	
k. INDIRECT COSTS	12,320.00	b. ADDITIONAL COSTS	
I. TOTAL APPROVED BUDGET 6,099,384.00		c. MATCHING	
m. Federal Share 6,099,384.00		d. OTHER RESEARCH (Add / Deduct Option)	
n. Non-Federal Share 0.00		e. OTHER (See REMARKS)	
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
		a. The grant program legislation.	
		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

REMARKS (Other Terms and Conditions Attached -
See next page



AUTHORIZING OFFICIAL:

Frederick Sutter, Deputy Executive Director
500 Poydras St Ste 1117
New Orleans, LA 70130-7305
Phone: 504-444-3511

Electronically Signed 08/02/2023

17.OBJ CLASS 41.0006	18a. VENDOR CODE 929933406	18b. EIN 636000619	19a. UEI WLNMNKHKF5T1	19b. DUNS 929933406	20. CONG. DIST. 02
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION	
21. a. SEP	b. GNSSP20AL0004	c. 6013 INFRA	d. \$0.00	e.	
22. a.	b.	c.	d.	e.	
23. a.	b.	c.	d.	e.	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 08/02/2023
GRANT NO. GNSSP20AL0004-01-03	

REMARKS:

This amendment revises the period of performance end date to 9/30/2023 for completion of scope of work.

The milestones were also updated to reflect the revised performance date.

All other terms and conditions of the award remain the same.

FY20: CatB 6013 Cost Pool: GCCSTAL000

CAM1: GCCGECONOMYX

CAM2: GCCMOBILEBAY

CAM3: GCCPCOMRESIL

AWARD ATTACHMENTS

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL
RESOURCES

GNSSP20AL0004-01-
03

1. Revised Reporting Schedule

REVISED REPORTING SCHEDULE		
Report Due	Reporting Period	Report Due Date
Financial Report	4/1/2020 – 9/30/2020	10/30/2020 (Received)
Financial Report	10/1/2020 – 3/31/2021	4/30/2021 (Received)
Performance Report	4/1/2020 – 3/31/2021	4/30/2021 (Received)
Financial and Performance Reports	4/1/2021 – 3/31/2022	5/30/2022 (Received)
Financial and Performance Reports	4/1/2022 – 3/31/2023	5/30/2023 (Received)
Final Financial and Performance Reports	4/1/2023 – 9/30/2023	1/28/2024

STATE OF ALABAMA

ADCNR Grant #: S1P23-OBSU

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT – AMENDMENT NO. 3

THIS SUBAWARD GRANT AGREEMENT, (“Agreement”) is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter “ADCNR”) and the City of Orange Beach (hereinafter “Subrecipient”). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter “Parties”) agree as follows:

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter “RESTORE Act”) to Subrecipient for implementation of the RESTORE Act Direct Component project titled “State Expenditure Plan #23: Orange Beach North Sewer Force Main Upgrade” (hereinafter “Project”). The purpose of this project is to construct approximately 8 miles of sewer force main from a point on Highway 180 in Orange Beach to an existing lift station on County Road 12, further described in the Federal Award GNSSP20AL0004-01-03. This Agreement between the Parties will be identified by the “ADCNR Grant Number” set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.

This Amendment No. 3 is for an existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP20AL0004-01-03, Orange Beach North Sewer Force Main Upgrade Amendment No. 3. This amendment executes the following suite of actions:

- This amendment revises the period of performance end date to September 30, 2023 for completion of scope of work;
 - The milestones were also updated to reflect the revised performance date; and
 - All other terms & conditions of the award remain the same.
2. **FEDERAL AWARD INFORMATION:** The Project’s Financial Assistance Award (hereinafter “Federal Award”) in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): GNSSP20AL0004
 - b. Federal Award Period of Performance: 10/01/2019 to 09/30/2023
 - c. Total Amount of Federal Funds Obligated To Subrecipient: \$5,925,000.00
 - d. Subrecipient UEI: JKREAZH2DMF6
 - e. Total Amount of Federal Award: \$6,099,384.00
 - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter “RESTORE Council”)
 - g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130
 - h. CFDA Number & Name: CFDA# 87.052 “Spill Impact Component Project Grants”
 - i. Indirect Cost Rate of Subrecipient: 0%

3. AGREEMENT FUNDING AMOUNT: ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of five million nine hundred twenty-five thousand and xx/100 dollars (\$5,925,000.00).
4. PROJECT PERIOD: The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on October 1, 2019 and end on September 30, 2023.
5. AGREEMENT TERM: The term of this Agreement shall commence when the Agreement is executed by both Parties and end on September 30, 2023 (hereinafter "Agreement Term").
6. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, AL 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

City of Orange Beach
Attn: Tony Kennon, Mayor
4099 Orange Beach Blvd.
Orange Beach, AL 36561

Nicole Woerner
Deputy Director | Coastal Resources
City of Orange Beach
P. O. Box 458
4697 Walker Avenue
Orange Beach, AL 36561
nwoerner@orangebeachal.gov

7. PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.
8. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:
 1. This Subaward Agreement;

2. The Amendment for the existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP20AL0004-01-03 and any RESTORE Council-specific Special Award Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

**STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES**

Christopher M. Blankenship, Commissioner

Date: _____

CITY OF ORANGE BEACH

Tony Kennon, Mayor

Date: _____

AL-08/02/2023

Subrecipient Name: City of Orange Beach, UEI: JKREAZH2DMF6

Title of Grant Project: State Expenditure Plan #23: Orange Beach North Sewer Force Main Upgrade

Attachment
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.332. Be advised, the following information describes the Federal award and subaward:

(1) Federal Award Identification		
(i.)	Subrecipient name	City of Orange Beach
(ii.)	Subrecipient's unique entity identifier	UEI: JKREAZH2DMF6
(iii.)	Federal Award Identification Number (FAIN);	GNSSP20AL0004
(iv.)	Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	08/02/2023
(v.)	Subaward Period of Performance Start and End Date;	This agreement shall commence when it is executed by both Parties and end on September 30, 2023.
(vi.)	Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$5,925,000.00
(vii.)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$5,925,000.00
(viii.)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$5,925,000.00
(ix.)	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to construct approximately 8 miles of sewer force main from a point on Highway 180 in Orange Beach to an existing lift station on County Road 12.
(x.)	Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity.	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.blankenship@dcnr.alabama.gov
(xi.)	CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # 87.052 "Spill Impact Component Project Grants" - total Federal Award issued to ADCNR, which is registered in SAM with the UEI: <u>WLNMNKHKF5T1</u> is \$6,099,384.00.
(xii.)	Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.)	Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 24.09%.

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
SUBAWARD GRANT AGREEMENT WITH THE
NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF)
FOR THE REMOVAL AND RECYCLING OF LARGE-SCALE MARINE DEBRIS
CAUSED BY HURRICANE SALLY IN THE AMOUNT OF \$367,959.44**

FINDINGS:

1. The purpose of this agreement is for the National Fish and Wildlife Foundation (NFWF) to provide funding to the City of Orange Beach to remove and recycle large-scale marine debris caused by Hurricane Sally.
2. The purpose of the project is to assess and monitor marine debris that resulted from Hurricane Sally by removing and recycling the debris, restoring habitat, and providing outreach focused on prevention and resilience.
3. NFWF will disperse funds to the City to carry out the scope of the project in an amount not to exceed a total of \$367,959.44.
4. After having reviewed said agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute a grant agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the National Fish and Wildlife Foundation (NFWF) as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 5th DAY OF SEPTEMBER, 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 September 5, 2023.

City Clerk

	NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT	1. NFWF PROPOSAL ID: 76849	2. NFWF GRANT ID: 0319.23.076849	
		3. UNIQUE ENTITY IDENTIFIER (UEI) JKREAZH2DMF6	4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS) N/A	
5. SUBRECIPIENT TYPE State or Local Government		6. NFWF SUBRECIPIENT City of Orange Beach, Alabama		
7. NFWF SUBRECIPIENT CONTACT		8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION		
Phillip West City of Orange Beach, Alabama PO Box 458 Orange Beach, AL 36561 Tel: 251-981-1063 pwest@cityoforangebeach.com		Trina Davin National Fish and Wildlife Foundation 1133 15 th Street, N.W. Suite 1000 Washington, D.C. 20005 Tel: 202-857-0166 Fax: 202-857-0162 trina.davin@nfwf.org		
9. PROJECT TITLE Removing and Recycling Large-Scale Marine Debris Caused By Hurricane Sally in Orange Beach, AL				
10. PROJECT DESCRIPTION Remove 900,000 pounds of large-scale marine debris from the coastal habitats of Orange Beach, Alabama. Project will assess and monitor marine debris that resulted from Hurricane Sally, remove and recycle the debris, restore habitat, and provide outreach focused on prevention and resilience.				
11. PERIOD OF PERFORMANCE January 1, 2023 to December 31, 2025		12. TOTAL AWARD TO SUBRECIPIENT \$367,959.44		13. TOTAL FED. FUNDS \$367,959.44
14. TOTAL NON-FED. FUNDS N/A				
15. FEDERAL MATCH REQUIREMENT \$657,250		16. NON-FEDERAL MATCH REQUIREMENT N/A		
17. SUBRECIPIENT INDIRECT COST RATE TERMS The rate specified in Line 4 reflects that the Subrecipient has elected not to claim an indirect cost rate and that this election shall apply throughout the project's period of performance.				
18. TABLE OF CONTENTS				
SEC.	DESCRIPTION			
1	NFWF Agreement Administration			
2	NFWF Agreement Clauses			
3	Representations, Certifications, Obligations, and Other Statements – General			
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General			
5	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific			
6	Other Representations, Certifications, Statements and Clauses			

19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL							
A. FUNDING SOURCE (FS)	B. NFWF FS ID	C. FS AWARD DATE TO NFWF	D. FAIN	E. TOT FED. AWARD TO NFWF	F. TOT OBLG. TO SUBRECIPIENT	G. FS END DATE	H. CFDA
National Oceanic And Atmospheric Administration	FC.R536	07/28/2022	NA22NOS9990026	\$3,000,000.00	\$367,959.44	12/31/2026	11.999

20. NOTICE OF AWARD			
The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.			
A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (Type or Print)		D. NAME AND TITLE OF NFWF AWARDING OFFICIAL Holly A. Bamford, PhD, Chief Conservation Officer	
B. SUBRECIPIENT BY		E. NATIONAL FISH AND WILDLIFE FOUNDATION BY	
C. DATE		F. DATE	
<i>NFWF prohibits discrimination in all its programs and activities on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, personal appearance, citizen status, disability, sexual orientation, gender identity or expression, pregnancy, child birth or related medical conditions, family responsibilities, matriculation, genetic information, political or union affiliation, veteran status or any other status protected by applicable law ("Protected Categories"). In addition, NFWF prohibits retaliation against an individual who opposes an unlawful educational practice or policy or files a charge, testifies or participates in any complaint under Title VI. NFWF complies with all applicable federal, state and local laws in its commitment to being an equal opportunity provider and employer; accordingly, it is NFWF's policy to administer all employment actions, including but not limited to, recruiting, hiring, training, promoting, and payment of wages, without regard to any Protected Category(ies).</i>			

See Reporting Schedule on the following page.

21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE

Reporting Task	Task Due Date
Annual Financial Report	January 1, 2024
Interim Programmatic Report	January 1, 2024
Interim Programmatic Report	July 1, 2024
Annual Financial Report	January 1, 2025
Interim Programmatic Report	January 1, 2025
Interim Programmatic Report	July 1, 2025
Final Financial Report	March 31, 2026
Final Programmatic Report	March 31, 2026



SECTION 1 NFWF AGREEMENT ADMINISTRATION

1.1. Amendments.

During the life of the Project, the NFWF Subrecipient is required to immediately inform in writing the NFWF Grants Administrator of any changes in contact information, Key Personnel, scope of work, indirect cost rate, as well as any difficulties in completing the performance goals articulated in the Project description. NFWF Subrecipients must request an amendment from NFWF upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. NFWF reserves the right to approve, deny and/or negotiate any such request. Alternatively, NFWF may initiate an amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's grants management system.

1.1.1. Budget Amendment Request.

If the NFWF Subrecipient determines that: 1) the amount of the budget is going to change in any one direct cost category by an amount that exceeds 10% of the Award, or 2) there is a need to increase indirect costs, the NFWF Subrecipient must seek prior written approval via an amendment request in NFWF's grants management system.

1.1.2. Extension of Performance Period.

If additional time is needed to complete the approved Project, the NFWF Subrecipient should contact the NFWF Grants Administrator at least 45 calendar days prior to the project period expiration date to initiate the no-cost extension request process in NFWF's grants management system. In addition, if there are overdue reports required, the NFWF Subrecipient must ensure that they are submitted along with or prior to submitting the no-cost extension request.

1.2. Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another federal award except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs when authorized by federal statute; (6) Are provided for in the approved budget when required by the federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 3.3 of this Agreement concerning Compliance with Laws.

1.2.1. Documentation and Reporting of Matching Contributions.

The NFWF Subrecipient must retain supporting documentation, including detailed time records for contributed services, original receipts, appraisals of real property, and comparable rentals for other contributed property, at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable federal regulations. The NFWF Subrecipient must report match progress in Payment Requests and Financial Reports.

1.2.2. Assessing Fair Market Value.

Fair market value of donated goods, services and property, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter “OMB Uniform Guidance”), regardless of whether this Agreement is federally funded.

1.3. Payment of Funds.

To be eligible to receive funds, NFWF Subrecipient must submit to NFWF (1) an original executed copy of this Agreement for the Project; (2) any due financial and programmatic reports; and (3) a complete and accurate Payment Request via NFWF’s grants management system. At any time, NFWF reserves the right to require submission of source documentation, including but not limited to timesheets, cash receipts, contracts or subaward agreements, for any costs where the NFWF Subrecipient is seeking reimbursement by NFWF. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of final reports.

1.3.1. Reimbursements.

NFWF Subrecipient may request funds on a reimbursable basis. Reimbursement requests must include expenditures to date and an explanation of any variance from the approved budget.

1.3.2. Advances.

NFWF Subrecipient may request advance payment of funds prior to expenditure provided that the NFWF Subrecipient: (1) demonstrates an immediate need for advance payment; (2) documents expenditure of advanced funds; 3) maintains written procedures that minimize the time elapsing between the transfer of funds and disbursement; and (4) has established appropriate financial management systems that meet the needs and standards for fund control and accountability. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient’s needs.

1.3.3. Interest.

Any interest earned in any one year on funds advanced to the NFWF Subrecipient that exceeds \$500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$500 per year may be retained by the NFWF Subrecipient for administrative expense.

1.4. Reports.

1.4.1. Interim Programmatic Reports.

The NFWF Subrecipient will submit interim programmatic reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim programmatic report shall consist of written statements of Project accomplishments and updated metric values since Project initiation, or since the last reporting period, and shall be submitted via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

1.4.2. Interim Financial Reports.

The NFWF Subrecipient will submit interim financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim financial report shall consist of financial information detailing cumulative expenditures made under this Project since Project initiation and shall be uploaded via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

1.4.3. Annual Financial Report.

The NFWF Subrecipient will submit annual financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

1.4.4. Final Reports.

Based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project funds received, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and documenting the accomplishments and metric values achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) photographs as described in Section 1.4.3.1 below. The final reports and digital photo files should be uploaded via NFWF's grants management system. Any requests for extensions of final report submission dates must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance. NFWF may require specific formatting and/or additional information as appropriate.

1.4.4.1. Photographs.

NFWF requests, as appropriate for the Project, a representative number of high-resolution (minimum 300 dpi) photographs depicting the Project (before-and-after images, images of species impacted, and/or images of staff/volunteers working on the Project). Photographs should be uploaded with the Final Programmatic Report

Page 6 of 27

via NFWF's grants management system as individual .jpg files. The Final Programmatic Report narrative should list each photograph, the date the photograph was taken, the location of the photographed image, caption, photo credit, and any other pertinent information (e.g., species, activity conducted) describing what the photograph is depicting. By uploading photographs to NFWF's grants management system the NFWF Subrecipient certifies that the photographs are unencumbered and that NFWF and Project Funders have a fully paid up non-exclusive, royalty-free, irrevocable, perpetual, worldwide license for posting of Final Reports and for any other purposes that NFWF or the Project Funder determines appropriate.

1.4.5. Significant Developments.

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

1.4.5.1. Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective, including but not limited to the objective itself, its schedule and/or the budget. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and/or,

1.4.5.2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or produce more or different beneficial results than originally planned.

1.5. Reports and Payment Requests.

All reports, financial, programmatic, or otherwise, or payment requests under a federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and to provide required certifications as set forth in 2 CFR 200.415, as applicable.

1.6. Record Retention and Access.

1.6.1. Retention Requirements for Records.

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the latest end date of the funding source(s) referenced above in line 19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL or the close-out of all pending matters or audits related to this Agreement, whichever is later. As funding source end dates may be extended over time, the NFWF Subrecipient will be notified of the most up-to-date record retention requirements upon closure of this Award. If any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 3-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place or if funding source end date(s) is extended so as to extend the retention period. Records for real property and equipment acquired

with federal funds must be retained for at least three (3) years following disposition of such real property. For awards solely funded with funding sources with "N/A" listed as the end date, NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the date of final payment or the Period of Performance end date, whichever is later.

1.6.2. Access to Records.

NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

SECTION 2 NFWF AGREEMENT CLAUSES

2.1. Restrictions on Use of Funds.

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Agreement. No funds provided by NFWF pursuant to this Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Agreement or otherwise unallowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

2.2. Assignment.

The NFWF Subrecipient may not assign this Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

2.3. Subawards and Contracts.

When making subawards or contracting, NFWF Subrecipient shall: (1) abide by all applicable granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance (2 C.F.R. Part 200); (2) ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200); and (3) ensure that such subaward or contracting complies with the requirements in Section 3.3 of this Agreement concerning Compliance with Laws. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state, and local requirements to lower-tiered subawardees and contractors.

2.4. Unexpended Funds.

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

2.5. Publicity, Acknowledgment of Support, and Disclaimers.

2.5.1. Publicity.

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Agreement and the Project in press releases, publications, and other public communications.

2.5.2. Acknowledgment of Support.

The NFWF Subrecipient agrees to: (1) give appropriate credit to NFWF and any Funding Sources identified in this Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Agreement or any of the project deliverables associated with this Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (2) include the disclaimer provided at Section 2.5.4.

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2.5.3. Logo Use.

The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo or marks of any Funding Source.

2.5.4. Disclaimers.

Payments made to the NFWF Subrecipient under this Agreement do not by direct reference or by implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Agreement shall carry the following disclaimer, which NFWF may revise at any time at its sole discretion:

For Projects funded in whole or part with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

For Projects not funded with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

2.6. Posting of Final Reports.

The NFWF Subrecipient hereby acknowledges and consents for NFWF and any Funding Source identified in this Agreement to post its final programmatic reports and deliverables on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

2.7. Website Links.

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all NFWF websites to any websites created by the NFWF Subrecipient in connection with the Project.

2.8. Evaluation.

Throughout a program or business plan, NFWF engages in monitoring and evaluation to assess progress toward conservation goals and inform future decision-making. These efforts use both data collected by grantees as part of their NFWF grant as well as post-award project data collected by third-party entities commissioned to conduct a program evaluation. The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information

to assist in evaluating the accomplishments of the Project period of five (5) years after the project end date.

2.9. Intellectual Property.

Reports, materials, books, databases, monitoring data, maps and spatial data, audio/video, and other forms of intellectual property created using this grant may be copyrighted or otherwise legally protected by the NFWF Subrecipient or by the author. The NFWF Subrecipient agrees to provide to NFWF and any Funding Source identified in this Agreement a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use, publish, copy and alter the NFWF Subrecipient's intellectual property created using this award for non-commercial purposes in any media – whether now known or later devised – including posting such intellectual property on NFWF's or Funding Source websites and featuring in publications. NFWF retains the right to use project metrics and spatial data submitted by the NFWF Subrecipient to estimate societal benefits that result and to report these results to funding partners on a case-by-case basis as determined by NFWF. These may include but are not limited to: habitat and species response, species connectivity, water quality, water quantity, risk of detrimental events (e.g., wildfire, floods), carbon accounting (e.g., sequestration, avoided emissions), environmental justice, and diversity, equity, and inclusion.

2.10. System for Award Management (SAM) Registration.

The NFWF Subrecipient must maintain an active SAM registration at www.SAM.gov until the final financial report is submitted or final payment is received, whichever is later. If the NFWF Subrecipient's SAM registration expires during the required period, NFWF will suspend payment to the NFWF Subrecipient until the SAM registration is updated.

2.11. Arbitration.

All claims, disputes, and other matters in question arising out of, or relating to this Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time, not to exceed three years, after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Agreement.

2.12. Indemnity.

The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Agreement.

2.13. Insurance.

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this Agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient

provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Agreement.

2.14. Choice of Law/Jurisdiction.

This Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Agreement, the NFWF Subrecipient agrees to submit to the exclusive jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this Agreement.

2.15. Stop Work.

NFWF may, at any time, by written order to the NFWF Subrecipient, require the NFWF Subrecipient to stop all, or any part, of the work called for by this Agreement for a period of 90 days after the order is delivered to the NFWF Subrecipient. The order shall be specifically identified as a stop-work order issued under this section. Upon receipt of the order, the NFWF Subrecipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to this Agreement covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop-work order is delivered to the NFWF Subrecipient, or within any extension of that period to which the parties shall have agreed, NFWF shall either cancel the stop-work order or terminate the Agreement under section 2.16.

2.16. Termination.

2.16.1. Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Agreement, or any portion thereunder, upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

2.16.1.1. the NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

2.16.1.2. the NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

2.16.1.3. suspension or debarment by the Government of the NFWF Subrecipient; or,

2.16.1.4. any breach of the requirements set forth in Section 3.3 of this Agreement concerning Compliance with Laws; or,

2.16.1.5. NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes, in its sole discretion, cannot be mitigated; or,

2.16.1.6. after written notice and a reasonable opportunity, the NFWF Subrecipient is unable to cure a perceived non-compliance with any material term (other than those enumerated at 2.16.1.1 – 2.16.1.5) of this Agreement. The cure

period shall be considered the timeframe specified by the Funding Source(s), if any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Funding Source(s), ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Agreement; or,

2.16.1.7. if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

2.16.2. Either Party may terminate this Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party.

2.16.3. In the event of termination of this Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

2.16.3.1. Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

2.16.3.2. Place no further work orders or enter into any further subawards or contracts for materials, services, or facilities, except as necessary to complete work as specified in NFWF's notice.

2.16.3.3. Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

2.16.3.4. With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts. NFWF will reimburse the NFWF Subrecipient for non-cancelable allowable costs incurred by the NFWF Subrecipient prior to termination that cannot be mitigated. However, the foregoing is subject to the complete reimbursement of such costs by the Funding Source; accordingly, any amounts ultimately not paid, or which are recouped by the Funding Source, are subject to recoupment by NFWF.

2.16.3.5. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Agreement, whether completed or in progress.

2.16.3.6. Return to NFWF any unobligated portion of the Award.

2.17. Entire Agreement.

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

2.18. Severability.

Each provision of this Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

2.19. Interpretation and Construction.

2.19.1. This Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Agreement and another portion of this Grant Agreement, first the Sections will apply in the following order of precedence: 5, 4, 3, 1, 2 and 6, and then any supplemental attachments.

2.19.2. The title designations of the provisions to this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

2.19.3. Every right or remedy conferred by this Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

2.19.4. The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

2.19.5. Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Agreement, the rights and obligations of this Agreement, which by their nature extend beyond its expiration or termination, shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

SECTION 3 REPRESENTATIONS, CERTIFICATIONS, OBLIGATIONS AND OTHER STATEMENTS – GENERAL

3.1. Binding Obligation.

By execution of this Agreement, NFWF Subrecipient represents and certifies that this Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

3.2. Additional Support.

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Agreement.

3.3. Compliance with Laws.

3.3.1. In General.

By execution of this Agreement and through its continued performance hereunder, the NFWF Subrecipient represents, certifies and agrees that it is and shall continue to conduct all such activities in compliance with all applicable federal, state, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Agreement.

3.3.2. Compliance with Anti-Corruption Laws.

The NFWF Subrecipient represents, certifies and agrees to ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), or any other applicable anti-corruption laws or regulations (e.g., UK Bribery Act 2010) in the countries in which the NFWF Subrecipient performs under this Agreement.

3.3.3. Compliance with Anti-Terrorism Laws.

The NFWF Subrecipient represents, certifies and agrees not to provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac; (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at

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http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml; (3) on the consolidated list maintained by the U.S. Department of Commerce at http://export.gov/ecr/eg_main_023148.asp, or (4) on such other list as NFWF may identify from time to time.

3.3.4. Compliance with Additional Laws and Restrictions.

The NFWF Subrecipient represents, certifies and agrees to ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

3.4. Subrecipient Debarment and Suspensions.

By and through NFWF Subrecipient's execution of this Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

3.5. Conflicts of Interest.

By execution of this Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Agreement, NFWF Subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – GENERAL

4.1. If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

The NFWF Subrecipient will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable federal regulations. This includes, but is not limited to, the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Subaward and Executive Compensation Information. The most recent version of the Electronic Code of Federal Regulations can be found at <https://www.ecfr.gov/>.

4.2. 2 CFR § 200 Subpart F Audits.

It is the responsibility of the NFWF Subrecipient to arrange for audits as required by 2 CFR Part 200, Subpart F – Audit Requirements. The NFWF Subrecipient shall notify NFWF in writing about 2 CFR Subpart F audit findings related to projects funded by NFWF pass-through funds. The NFWF Subrecipient understands that NFWF may require the NFWF Subrecipient to take corrective action measures in response to a deficiency identified during an audit.

4.3. Real and Personal Property.

In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and intangible property acquired or improved with federal funds must be held in trust by the NFWF Subrecipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property's estimated useful life during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). During the duration of the Federal Interest, the NFWF Subrecipient must comply with all use, reporting, and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship) and 200.329 (Reporting on real property), as applicable.

4.4. Mandatory Disclosure.

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in this Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

4.5. Trafficking in Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and contracts,

including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

- I. Trafficking in persons.
 - a. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
 - b. *Provision applicable to a recipient other than a private entity.* We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
 - c. *Provisions applicable to any recipient.*
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

- ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
 - 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
 - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4.6. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

4.7. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed

to extend to an award made to a corporation for the public's general benefit. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

4.8. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

4.9. 43 CFR §18 New Restrictions on Lobbying.

By execution of this Agreement, the NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, and certifies to the following statements:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the NFWF Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification, as represented by execution of this Agreement, is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. All liability arising from an erroneous representation shall be borne solely by the entity filing that representation and shall not be shared by any entity to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31 of the U.S. Code.

4.10. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.

The NFWF Subrecipient must not require their employees, subrecipients, or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subrecipients, or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. The NFWF Subrecipient must notify their employees, subrecipients, or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

4.11. Drug-Free Workplace.

The NFWF Subrecipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 41 USC Chapter 81 Drug-Free Workplace.

4.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (Effective 8/13/2020)

As required by 2 CFR 200.216, the NFWF Subrecipient is prohibited from obligating or expending funds awarded under this Agreement to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China, which are a substantial or essential component of any system, or as critical technology as part of any system. By and through the NFWF Subrecipient's execution of this Agreement, the NFWF Subrecipient warrants and represents that the NFWF Subrecipient will not obligate or expend funds awarded under this Agreement for "covered telecommunications equipment or services" (as this term is defined and this restriction is imposed under 2 CFR 200.216).

4.13. Domestic Preference for Procurements.

- a) Under this Agreement and in accordance with 2 C.F.R. § 200.322, the NFWF Subrecipient shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b) For purposes of this agreement, the following definitions apply:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

NFWF Subrecipient acknowledges that when all or part of this Agreement is funded by a federal award that certain representations, certifications, and other statements relating to the use of such funds or performance of the Project may be necessary. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

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Department of Commerce (DOC) Compliance Requirements.

The NFWF Subrecipient must comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth in the Department of Commerce Financial Assistance Standard Terms and Conditions Dated November 12, 2020, available at http://www.osec.doc.gov/oam/grants_management/policy/. See 2 C.F.R. § 200.101(b)(1) (Applicability), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§200.331-333 (Subrecipient monitoring and management). Additionally, the NFWF Subrecipient must flow these requirements down to all subrecipients and contractors, including lower tier subrecipients.

Data Sharing Directive.

The Data and Publication Sharing Directive for NOAA Grants, Cooperative Agreements, and Contracts ensures that environmental data funded extramurally by NOAA are made publicly accessible in a timely fashion (typically within two years of collection), and that final manuscripts of peer-reviewed research papers are deposited with the NOAA Central Library (upon acceptance by the journal, or no later than at time of publication). Therefore, non-Federal entities, or recipients, must make data produced under financial assistance publicly accessible in accordance with the Data Management Plan included with the Proposal, unless the grant program grants a modification or an exemption. The text of the Directive is available at <https://nosc.noaa.gov/EDMC/PD.DSP.php>.

- a. Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are

to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Failure to perform quality control does not constitute an excuse not to share data. Data without QC are considered “experimental products” and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty.

- b. Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.
- c. Disclaimer: Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."
- d. Failure to Share Data: Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.
- e. Funding acknowledgement: Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.
- f. Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <http://library.noaa.gov/repository> after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.

- g. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

Scientific Integrity.

- a. *Maintaining Integrity.* The NFWF Subrecipient shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.
- b. *Peer Review.* The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.
- c. In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the NFWF Subrecipient and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <https://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.
- d. *Primary Responsibility.* The NFWF Subrecipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the recipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.
- e. By executing this grant, financial assistance award, or cooperative agreement the NFWF Subrecipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own

administrative process for performing an inquiry, investigation, and reporting of such misconduct.

The NFWF Subrecipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

Invasive Species Control.

Pursuant to Executive Order # 13112, recipients of NOAA funding cannot implement any actions that are likely to cause or promote the introduction or spread of invasive species, and should provide for restoration of native species and habitat conditions in ecosystems that have been invaded. The NFWF Subrecipient is expected to take positive steps to prevent the introduction of invasive species, provide for control of invasive species, and minimize the economic, ecological, and human health impacts that invasive species cause. Where possible and/or practicable, the NFWF Subrecipient should also respond rapidly to and control populations of invasive species in an environmentally sound manner, promote public education on invasive species, and conduct post-construction monitoring to ensure that impacts on native species did not occur (as applicable). NOAA can provide additional guidance on the detection, control and prevention of invasive species impacts upon request.

Communications and Acknowledgements.

The NFWF Subrecipient must collaborate with NFWF and the NOAA Marine Debris Program on outreach plans, events, products, and media coverage associated with the project. NOAA may require a preproduction review of project communications, for example publications, signage, social media, outreach and educational materials, and media plans, developed under this award. Please coordinate with NFWF regarding outreach plans and planned media releases. Outreach products produced under this award must acknowledge NOAA Marine Debris Program as a funding contributor, as appropriate. The NOAA logo may be used on certain outreach products, and recipients must allow NOAA Marine Debris Program an opportunity to review drafts of such products to determine whether the use of the NOAA logo is appropriate and consistent with agency guidance. Recipients should provide copies of final outreach products, website mentions, press materials, and photographs to NFWF or include them as attachments to final reports.

Written Safety Plan.

Safety is a critical consideration for marine debris removal project implementation. The NFWF Subrecipient must have a written safety plan for management of employees, contractors, and volunteers working on the project, as applicable. The plan should consider safety in and around project sites during and after project implementation, and take into account potential safety concerns with regard to the current and future use of the sites. The NFWF Subrecipient should ensure that a safety briefing is conducted for all project participants immediately prior to their involvement in hands-on removal activities under this award. The NFWF Subrecipient shall be responsible for exercising reasonable care and using best efforts to prevent accidents, injury or damage to all employees, contractors, persons and property, in and around the work site. All safety plans must be made available to NOAA upon request.

In addition, for any Self-Contained Underwater Breathing Apparatus (SCUBA) diving activities in a project, it is the responsibility of the NFWF Subrecipient to ensure that SCUBA divers are certified to a level commensurate with the type and conditions of the diving activity being undertaken. Furthermore, it is the responsibility of the NFWF Subrecipient to ensure that any SCUBA diving activities under this award meet, at a minimum, all applicable Federal, State, and local laws and regulations pertaining to the type of SCUBA diving being undertaken.

NEPA Review Process.

The NFWF Subrecipient will not expend any funds for any on-the-ground removal or disposal activities until impacts for those activities have been assessed, and all required compliance documentation has been completed by NOAA. By accepting this award, the NFWF Subrecipient agrees to assist and cooperate with NOAA Marine Debris Program in the preparation of any outstanding Environmental Compliance documentation and completion of any pending Environmental Compliance documentation or consultations that are required under relevant environmental statutes such as the National Environmental Policy Act, Endangered Species Act, Magnuson-Stevens Conservation and Management Act, National Historic Preservation Act, Clean Water Act, and any others as needed.

SECTION 6 OTHER REPRESENTATIONS, CERTIFICATIONS, STATEMENTS AND CLAUSES

NFWF Subrecipient acknowledges that all or part of this Agreement may be funded by a non-federal source that requires certain representations, certifications, and other statements relating to the use of such funds or performance of the Project. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

None.



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 5, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a professional services agreement with Watermark Design Group, LLC, for architectural services.

Background/Description: Renewal of two-year agreement.

Action Options/Recommendation:

Source of Funding (if applicable): N/A, projects assigned through task order

ATTACHMENTS:

1. 09-05-23 23-xxx Authorize Professional Services Agreement Watermark Design Group
2. 2023.08.11 Professional Services Agreement Watermark Design Group

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
WATERMARK DESIGN GROUP, LLC
FOR ARCHITECTURAL SERVICES**

FINDINGS:

1. The professional services agreement with Watermark Design Group, LLC, adopted by Orange Beach City Council through Resolution No. 21-134 adopted June 15, 2021, has expired.
2. The City of Orange Beach and Watermark Design Group, LLC, have reached an agreement (attached Exhibit A) whereby Watermark Design Group, LLC, will provide architectural services for the City of Orange Beach.
3. The Agreement authorizes work to be assigned by one or more task orders approved from time to time by the City Council.
4. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.
5. The term of this agreement shall be for twenty-four (24) months from the date of adoption by the Orange Beach City Council.

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

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

ADOPTED THIS 5th DAY OF SEPTEMBER, 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 September 5, 2023.

City Clerk

PROFESSIONAL SERVICES CONTRACT

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

WHEREAS, Contractor is engaged in the business of providing Architectural, Landscape Architecture, Interior Design and Planning services;

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

NOW THEREFORE,

WITNESSETH:

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

I. SERVICES TO BE PERFORMED

Contractor agrees to perform Architectural, Landscape Architecture, Interior Design and Planning services, and to represent the City as requested as their consultant on a variety of assigned projects. Each project will be assigned to Contractor in the form of a written Task Order describing the scope of work. A copy of this Agreement shall be attached to each Task Order.

II. COMPENSATION

Fees will be Lump-Sum based on a percentage of the estimated construction cost for the scope of work. Percentage rates will be per the latest edition of the Alabama Division of Construction Management "Determination of Basic Fee or Basic Fee Rate for Design Professional Services".

Pre-Design services for programming and Task Order scope definition and Additional Services after award of a Task Order that are outside of the defined scope of services will be negotiated based on the Contractors Schedule of Fees and Services (Attachment "A") and will not be performed prior to written consent of the City.

Completed work and reimbursable expenses will be invoiced to the City based on pre-determined milestones appropriate to the scope of work for a specific project (Task Order). Pre-Design services will be invoiced on a monthly basis.

III. TERM OF AGREEMENT

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

IV. GENERAL PROVISIONS

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

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

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

Copy to: City Attorney

And to: Contractor at:

John A. McArthur, III
2970 Cottage Hill Rd., Suite 200
Mobile, Alabama 36606

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

V. INSURANCE

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

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

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

Either:

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

Or,

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

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

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

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

VI. CONFIDENTIALITY

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

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

CITY OF ORANGE BEACH, A Municipal Corporation

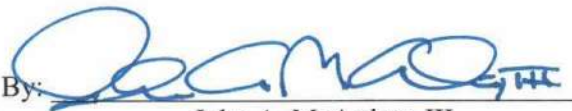
By: _____
Mayor Tony Kennon

ATTEST:

City Clerk

CONTRACTOR:

Watermark Design Group, LLC

By: _____
John A. McArthur, III

Its: President and Principal Architect

STATE OF ALABAMA
COUNTY OF BALDWIN

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

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

(SEAL)

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

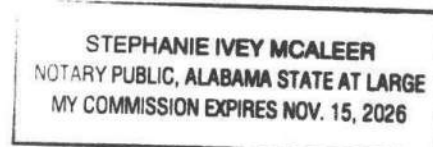
STATE OF ALABAMA
COUNTY OF Mobile

I, the undersigned Notary Public, in and for said county in said state, hereby certify that John A. McArthur, III, whose name as President and Principal Architect of Watermark Design Group, an Alabama Limited Liability Company, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this the 15 day of August, 2023.



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





Schedule of Fees & Services

The attached document is **CONFIDENTIAL**.

It is not to be reproduced or distributed without prior approval.

This document is confidential and NOT to be distributed without prior written permission.

The rates are effective January 1 - December 31, 2023.

1.0 Professional Fees

Architect

Principal Architect (code 549)	\$159.00/hr.
Senior Architect (code 567)	\$137.00/hr.
Project Architect (code 551)	\$126.00/hr.
Intern Architect (code 561)	\$104.00/hr.
Associate Architect (code 568)	\$83.00/hr.

Landscape Architect / Planner

Principal Landscape Architect/Planner (code 570)	\$159.00/hr.
Senior Landscape Architect/Planner (code 571)	\$137.00/hr.
Project Landscape Architect/Planner (code 572)	\$104.00/hr.
Associate Landscape Architect/Planner (code 573)	\$83.00/hr.

Grant Administration / Public Outreach

Grant Administrator (code 580)	\$137.00/hr.
Public Outreach (code 581)	\$110.00/hr.

Interior Design

Interior Designer (code 552)	\$137.00/hr.
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Project Management

Senior Project Manager (code 112)	\$163.00/hr.
Project Manager (code 162)	\$124.00/hr.
Senior Specialist (code 399)	\$131.00/hr.
Project Coordinator I (code 252)	\$81.00/hr.

Designer / Drafter

Rendering Artist (code 559)	\$121.00/hr.
Senior Designer I (code 656)	\$96.00/hr.
Designer I (code 651)	\$73.00/hr.

Administrative

Administrative Assistant I (code 800)	\$57.00/hr.
Administrative Assistant II (code 799)	\$65.00/hr.

2.0 Reimbursables and Other Expenses

1. Automotive mileage (code A002).....\$0.67/mile
2. Per Diem (Meals and Lodging) (code A004).....\$125.00/person/day
Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.
3. Photographs (reproduced within report or at client's request) (code A005).....\$2.60/ea
4. Color Photocopies (code A006).....\$3.15/ea
5. Large Drawing Plots

Monochrome Linework on bond - \$1/Sq. Ft.

Size D (code A007a).....	\$5.19/ea
Size E (code A007b).....	\$10.39/ea
Long Plot (140x32) (code A007c).....	\$31.11/ea
2 pc Super Plot (140x60) (code A007d).....	\$58.33/ea
11x17 Reduction (code A007e).....	\$1.30/ea
Custom (Glossy 40x28) (code A007f).....	\$38.89/ea

Color Image on plain bond - \$6/Sq. Ft.

Size D (code A007g).....	\$31.17/ea
Size E (code A007h).....	\$62.33/ea
Long Plot (140x32) (code A007i).....	\$186.67/ea
2 pc Super Plot (140x60) (code A007j).....	\$350.00/ea
11x17 Reduction (code A007k).....	\$7.79/ea
Custom (Glossy 106x36) (code A007m).....	\$185.50/ea

6. Direct non-salary expenseCost Plus 10%
7. Sub-Consultant markup.....Cost Plus 10%



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 5, 2023**

Departments: City Clerk

Description of Topic: 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 Justice Center following the April 10, 2021, hailstorm in an amount not to exceed \$75,800.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-05-23 23-xxx Authorize Task Order Watermark Design Group Hail Damage Roof Justice Center
2. 2023.08.07 Task Order Watermark Design Group Justice Center Roof Replacement

RESOLUTION NO. 23-xxx

**A 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 JUSTICE CENTER
FOLLOWING THE APRIL 10, 2021, HAILSTORM
IN AN AMOUNT NOT TO EXCEED \$75,800**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 23-xxx, adopted September 5, 2023, approved a contract with Watermark Design Group, LLC, to perform certain professional architectural services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The City’s Construction and Facilities Manager has submitted the Task Order attached as Exhibit A for Council approval.
4. The proposed Task Order requires Watermark Design Group, LLC, to provide services for design, preparation of documents for bidding, permitting and construction, and services for construction phase administration and observation for the purpose of replacing the Justice Center roof damaged by the hailstorm on April 10, 2021.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

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

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and Watermark Design Group, LLC, on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$75,800.00 to Watermark Design Group, LLC, to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 5th DAY OF SEPTEMBER, 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 September 5, 2023.

City Clerk

**TASK ORDER AUTHORIZATION
TASK ORDER NO. 2023-07**

**CITY OF ORANGE BEACH ALABAMA
PERFORMANCE CONTRACT
ARCHITECTURAL SERVICES**

This Task Order shall be for Architectural services as required for exterior renovations and roof replacement design, documentation, permitting, bidding and construction administration of the City's roughly 27,700 square foot Justice Center. Bid and construction phase administration and construction phase observation will be provided to assist the City in managing the project, reviewing the work for compliance with the contract and close-out of the construction contract (see Exhibit A for Scope of Work and Fee Proposal).

The cost for completing this Task Order shall be a Lump Sum, not to exceed the amount of **seventy-five thousand, eight hundred dollars and 00/100 (\$75,800.00)**.

Additional Services as directed by the City of Orange Beach will be as provided for in the Watermark Design Group, LLC currently approved Professional Services Agreement with the City.

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

Exhibit A – Task Order 2023-07 Scope of Work and Fee Estimate

OFFERED BY CONSULTANT

John A. McArthur, III
Representative's Printed Name

Watermark Design Group, LLC
Firm Name

Signature
07-31-2023
Date

President, Principal Architect
Title

RECOMMENDED FOR APPROVAL

Name

Title

Signature

Date

APPROVED BY CITY OF ORANGE BEACH

Name

Title

Signature

Date

EXHIBIT A
CITY OF ORANGE BEACH ALABAMA
TASK ORDER NUMBER 2023-07
SCOPE OF WORK

SCOPE OF WORK:

At the request of the City of Orange Beach, this proposal is for roof replacement and new fascia designs for the ±27,700 square foot Justice Center buildings located at 4480 Orange Beach Blvd, Orange Beach, AL 36561. The design coordination and required documentation will be produced for permitting, bidding and construction of the roof replacements and exterior fascia for the facility. Bidding support, construction phase administration, and construction phase observation will be provided to assist the City in managing the project, reviewing the work for compliance with the documents, and close-out of the contract.

Specific tasks to be completed include:

1. Design/Document Preparation:

Drawings:

Drawings will be produced including demolition plans, renovation plans, and project specific details.

Project Manual:

A Project Manual will be produced including “Front End” Bidding and Contract requirements and technical specifications.

2. Submit design documents to the City of Orange Beach for review by staff and permit review. Coordinate as needed for approval of the Authority Having Jurisdiction.
3. Assist the City with distribution of documents to bidders, coordination of response to RFIs and clarifications, and receipt of bids.
4. Assist City with award and execution of the Construction Contract.
5. Construction Administration Services:
 - Coordination of regular Owner, Architect, Contractor (OAC) meetings and intermittent inspections as required to insure conformance with the Contract requirements.
 - Review submittals, shop drawings, pay applications.
 - Assist the City with project closeout.

FEE PROPOSAL

The cost for completing this Task Order shall be a Lump Sum, not to exceed the amount of **seventy-five thousand, eight hundred dollars and 00/100 (\$75,800.00)**.

The Fee will be Lump-Sum based on a percentage of the estimated construction cost for the scope of work with reduction considerations given for redundancy of documentation and services that will be common for all projects. Percentage rates will be based on the latest edition of the Alabama Division of Construction Management “Determination of Basic Fee or Basic Fee Rate for Design Professional Services” and adjusted as noted above.

Printing of documents for permitting and bidding will be charged as a reimbursable expense based on the schedule of fees and services that are included within Watermark’s approved Professional Services Agreement with the City.

All work shall be performed in accordance with Watermark Design Professional Services Agreement with the City of Orange Beach.

End of Exhibit A



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 5, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide design services for an event pavilion at the Coastal Arts Center in an amount not to exceed \$13,500.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-05-23 23-xxx Authorize Task Order McCollough Architecture Coastal Arts Center Event Pavilion
2. 2023.08.03 Task Order McCollough Architecture Coastal Arts Event Pavilion

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
TASK ORDER WITH MCCOLLOUGH ARCHITECTURE, INC.
TO PROVIDE DESIGN SERVICES FOR AN
EVENT PAVILION AT THE COASTAL ARTS CENTER
IN AN AMOUNT NOT TO EXCEED \$13,500**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 23-xxx adopted August 15, 2023, approved a contract with McCollough Architecture, Inc., to perform certain architectural services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The Construction and Facilities Manager has submitted a task order (attached Exhibit A) for Council approval.
4. The proposed Task Order requires McCollough Architecture, Inc., to provide design services for an event pavilion at the Coastal Arts Center.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

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

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and McCollough Architecture, Inc., on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$13,500.00 to McCollough Architecture, Inc., to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 5th DAY OF SEPTEMBER, 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 September 5, 2023.

City Clerk



TASK ORDER AUTHORIZATION

TASK ORDER NO. 21

CITY OF ORANGE BEACH - PERFORMANCE CONTRACT

ARCHITECTURAL SERVICES

This Task Order is for the Architectural Services for the new Coastal Arts Wedding Venue for the City of Orange Beach, Alabama. This is based on the attached sketches and will be located at the Orange Beach Coastal Art Center. The estimated cost of construction is undetermined at this time.

The cost for completing this work shall be a lump sum fee of **\$13,500.00**.

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

Exhibit A - Scope of Work

Exhibit B - Man-Hour/Fee Estimate

OFFERED BY CONSULTANT

Sted McCollough
Representative's Printed Name

McCollough Architecture
Firm Name


Signature
Title

2023.08.03
Date

RECOMMENDED FOR APPROVAL

Signature

Title

Date

APPROVED BY CITY OF ORANGE BEACH

Signature

Title

Date



EXHIBIT A

TASK ORDER NO. 21

CITY OF ORANGE BEACH, ALABAMA

SCOPE OF WORK:

This Task Order is for the Architectural Services for the Coastal Arts Wedding Venue for the City of Orange Beach Alabama.

SPECIFIC TASKS TO BE COMPLETED INCLUDE:

- Conceptual High Resolution Renderings for Advertisement
- Design Development of Drawings
- Construction Drawings including Structural, Plumbing and Electrical Engineering

PRELIMINARY SCHEDULE

- Conceptual High Resolution Renderings – 5 Days
- Design Development of Drawings – 10 Days
- Construction Drawings including Structural Engineering and Electrical Engineering – 20 Days

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

END OF EXHIBIT A



EXHIBIT B

CITY OF ORANGE BEACH, ALABAMA

TASK ORDER NO. 21

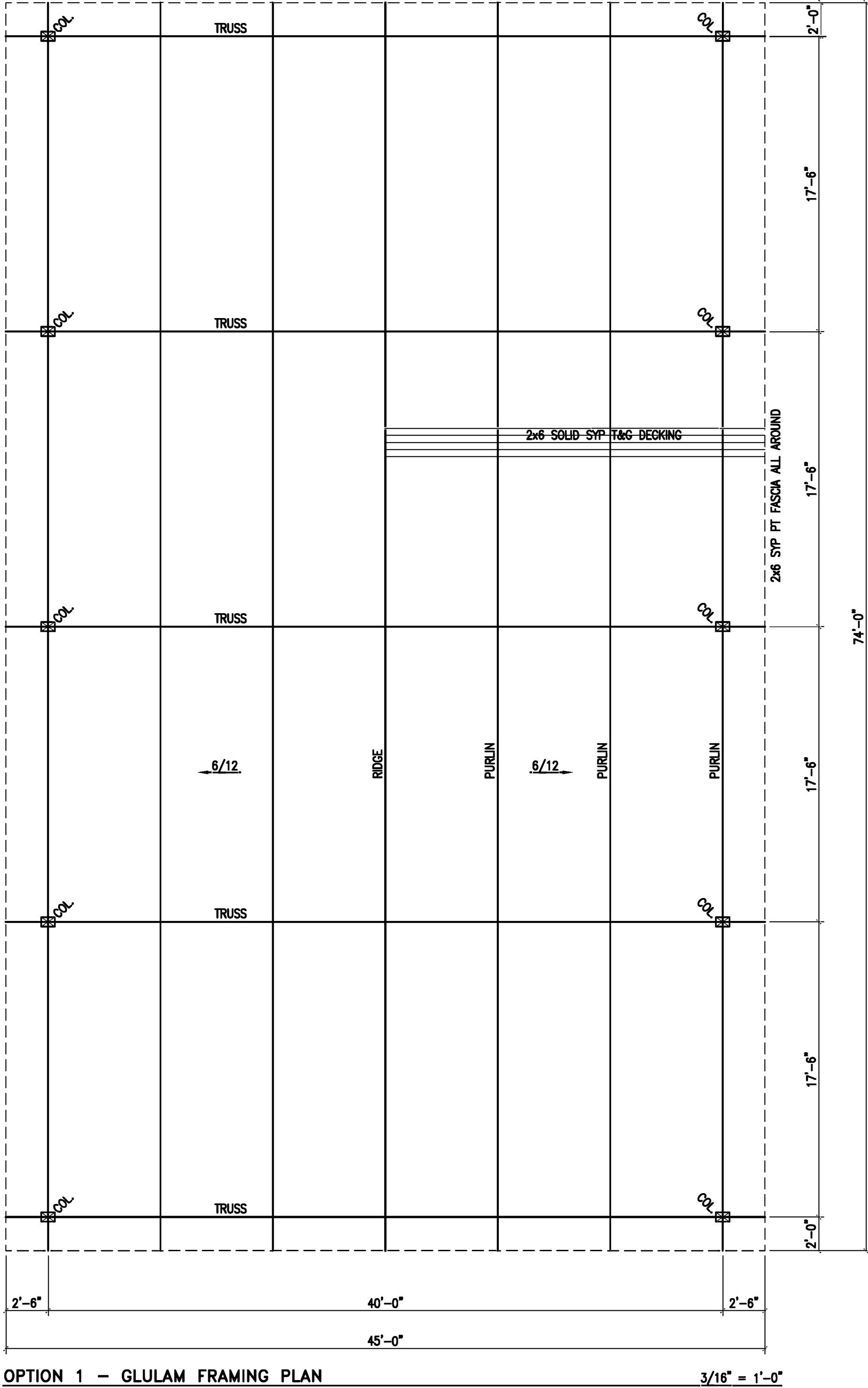
MAN – HOUR RATES FOR ADDITIONAL SERVICES (IF NEEDED)

CLASSIFICATION:	HOURLY RATE:
Principal Architect	\$200.00
Architect	\$150.00
CAD Operator	\$85.00
Project Manager	\$100.00
Clerical	\$30.00
Engineering	(Cost plus 15%)
Landscape Architect	(Cost plus 15%)

PHASES AND PAYMENT:

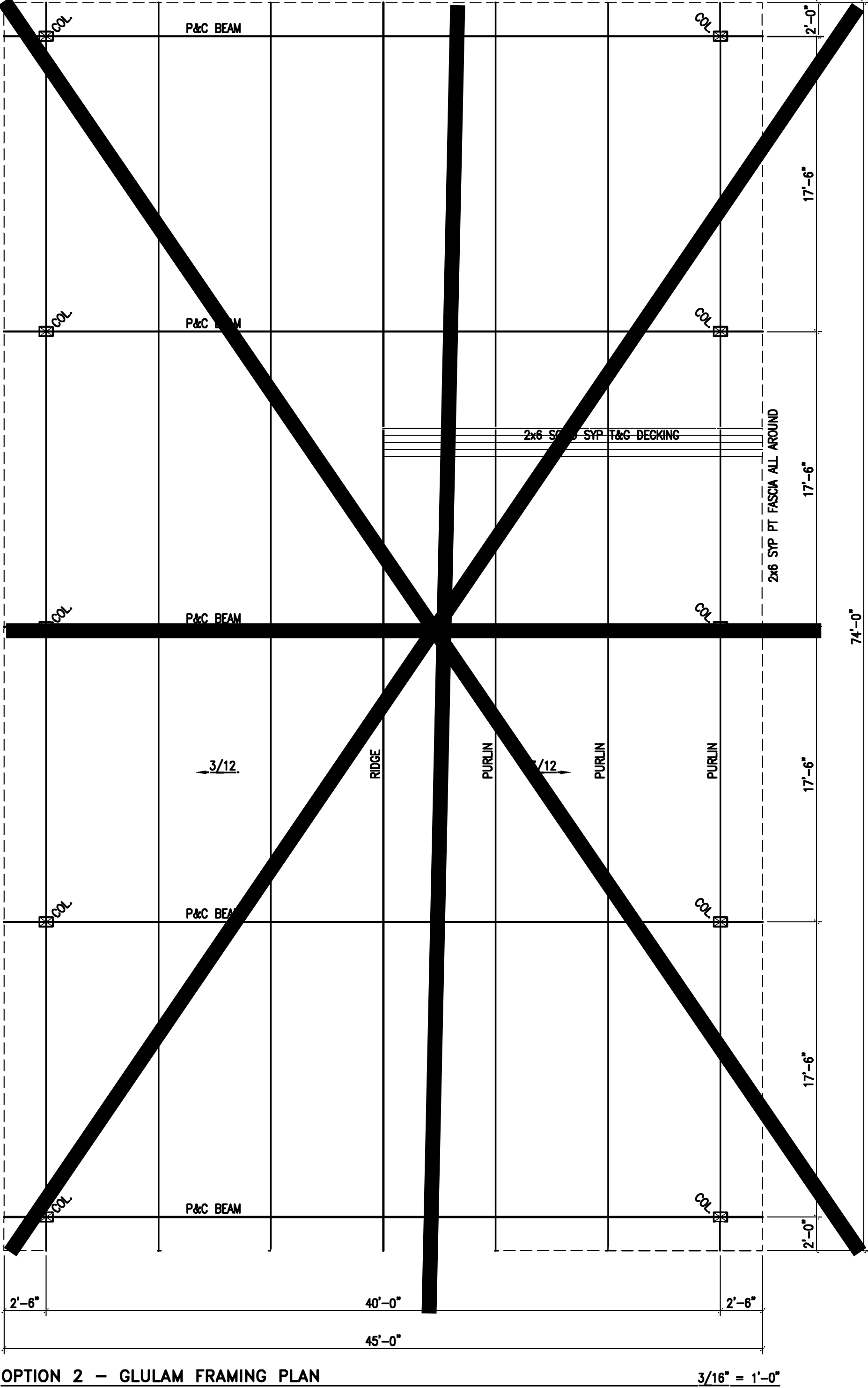
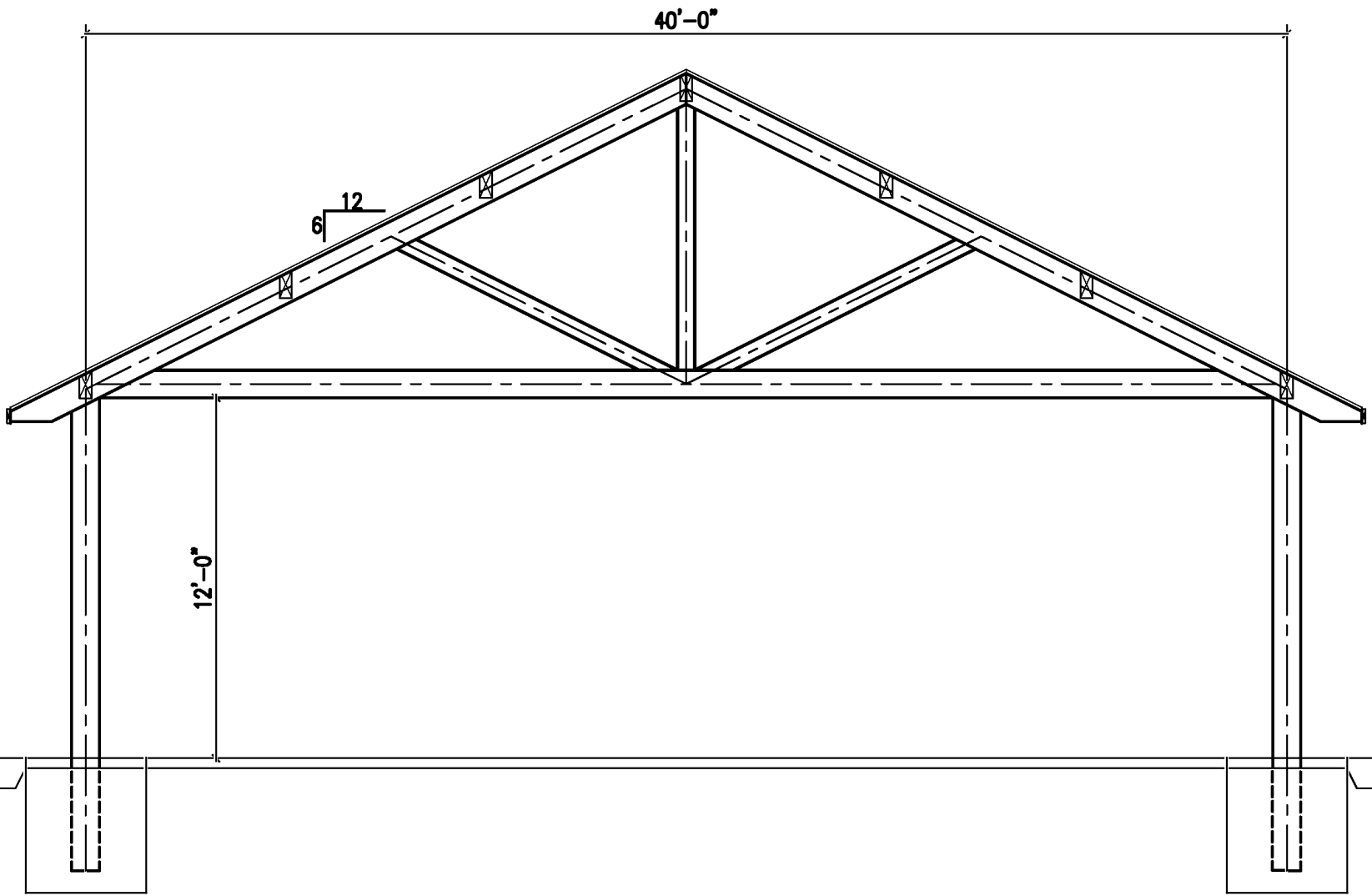
- Conceptual High-Resolution Renderings for Advertisement
- Design Development of Drawings – 1,600.00
- Construction Drawings including Structural Engineering, Plumbing Engineering and Electrical Engineering – \$7,400.00
- Bidding/Negotiations – \$800.00
- Project Manual – \$1,500.00
- Construction Administration: \$2,200.00

END OF EXHIBIT B



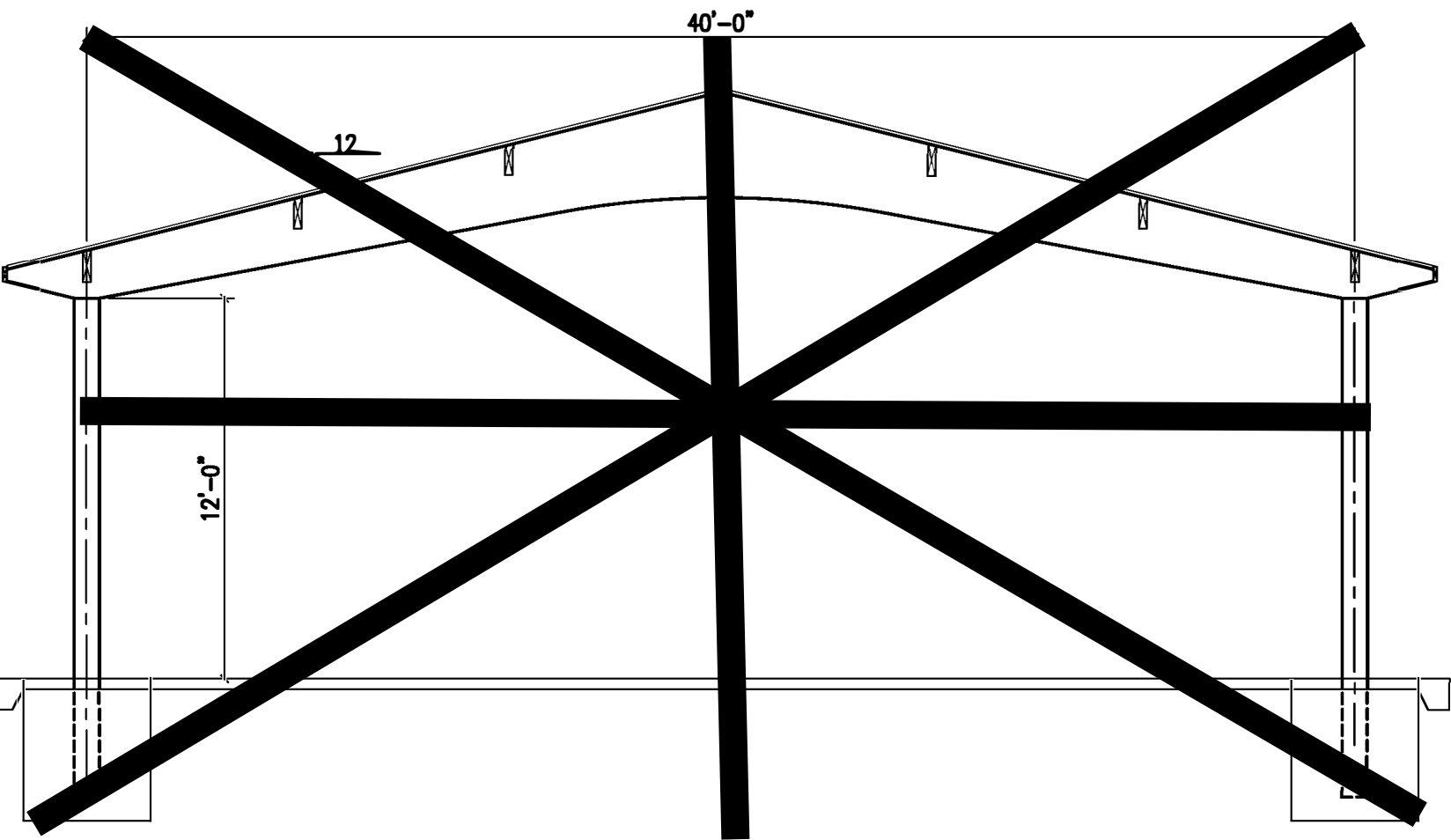
OPTION 1 - GLULAM FRAMING PLAN

3/16" = 1'-0"



OPTION 2 - GLULAM FRAMING PLAN

3/16" = 1'-0"



DATE			REVISIONS			BY			WHOM		
THESE DRAWINGS ARE THE			COPYRIGHTED PROPERTY OF			STRUCTURAL WOOD SYSTEMS			AND MAY NOT BE REPRODUCED OR		
USED FOR ANY OTHER PROJECT			PROJECT WEDDING VENUE			LOCATION ORANGE BEACH, FLORIDA			ARCHITECT		
ENGINEER			CUSTOMER			DRAWN BY E.F.			DATE 1/12/23		
CHECKED BY			DATE			PHONE: 334 / 382-6534			FAX : 334 / 382-4260		
JOB NO. 1400-14-23			SHEET NO. 1			OF 1			STRUCTURAL WOOD SYSTEMS		
A DIVISION OF HARRISON INDUSTRIES			P.O. BOX 250 GREENVILLE, ALABAMA 36037								



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 5, 2023**

Departments: City Clerk

Description of Topic: Resolution appropriating funds to the Orange Beach Board of Education to support city school system operations in an amount not to exceed \$3,640,770.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-05-23 23-xxx Appropriate Funds OBBOE City School System Operations
2. 2023.09.01 OBBOE Funding Request

RESOLUTION NO. 23-xxx

**A RESOLUTION APPROPRIATING FUNDS
TO THE ORANGE BEACH BOARD OF EDUCATION
TO SUPPORT CITY SCHOOL SYSTEM OPERATIONS
IN AN AMOUNT NOT TO EXCEED \$3,640,770**

FINDINGS:

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

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

1. That the Council appropriates a sum not to exceed Three Million and Thirty-Seven Thousand Four Hundred and Thirty-Six Dollars (\$3,037,436.00) to the Orange Beach Board of Education for the purpose of funding daily operations of the city school system; and Six Hundred Three Thousand Three Hundred and Thirty-Four Dollars (\$603,334.00) for capital expenditures relating to buildings and transportation; and
2. That this Resolution shall become effective immediately upon adoption.

ADOPTED THIS 5th DAY OF SEPTEMBER, 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 September 5, 2023.

City Clerk

City Budgeted Items January to December 2023

1,700,000	School Budget Shortfall
1,000,000	Teacher/Coach Incentives
4,000,000	1% Lodging Tax
6,700,000	Total Operating

*Need to set up a bank account with Bryant to have the remaining \$5M transferred from Regions.

1,250,000	Central Office
6,200,000	Arch/Dirt/Geo Stadium
2,000,000	New Gym
9,450,000	Total Capital before Bond
(4,000,000)	From \$50 Million Bond
5,450,000	Out of Pocket from City

6,700,000	Total Operating
5,450,000	Out of Pocket from City
12,150,000	Total

School Ask	Description	Source	Note
991,667	Quarterly Budget Shortfall	OB GF	June-December request
795,912	1st half of year teacher/coach incentives	OB GF - Payroll	\$68k - Principal/Football - July thru December 2023; Athletics - \$583k
1,249,857	Jun-July Lodging 2023	OB GF	1%
603,334	Capital	OB GF - Capital	\$558k - Athletics Facility; \$46k - Central Office
3,640,770			

Capital		
\$	461,994.00	Davis - FH and Stadium
\$	45,675.00	Sawgrass - Central Office
\$	26,645.00	Sawgrass - Stadium
\$	69,020.00	Sawgrass - Athletic Facilities
\$	603,334.00	
\$	197,033.00	Creative Learning - SmartLab & OBMHS - 4.10.23 & 6.30.23
\$	132,721.10	Chromebooks
\$	235,960.00	OBES - Media Center Furniture
\$	168,990.00	OBES - Cafeteria Furniture
\$	56,952.87	OBES - Audio Enhancement - 1/2 funded by MAAAC
\$	594,623.97	

Payroll City Supp		
OBES	\$	40,000.00
OBMHS	\$	96,738.00
	\$	136,738.00
	\$	68,369.00
		*City Supplement for July to December

	2024 Foundation CIS	Units	114
CIS	\$ 1,000.00	\$	114,000.00
Tech	\$ 500.00	\$	57,000.00
PD	\$ 100.00	\$	11,400.00
Library	\$ 157.72	\$	17,980.08
		\$	200,380.08



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 5, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a performance agreement with McLean Motor Sports Productions, LLC, for the "Bama Coast Cruisin'" event as part of the 2023 Freedom Fest.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Admin Operating, Exhibits & Promotions, \$5,000

ATTACHMENTS:

1. 09-05-23 23-xxx Authorize Performance Agreement McLean Motor Sports Productions Bama Coast Cruisin Freedom Fest
2. 2023.08.11 Performance Agreement McLean Motor Sports Productions Bama Coast Cruise Freedom Fest

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PERFORMANCE AGREEMENT WITH MCLEAN MOTOR SPORTS PRODUCTIONS, LLC
FOR THE “BAMA COAST CRUISIN’” EVENT AS PART OF THE 2023 FREEDOM FEST**

FINDINGS:

1. The City wishes to engage McLean Motor Sports Productions, LLC, an Alabama limited liability company, (Contractor) to provide an anchor car show entitled “Bama Coast Cruisin’” for the City’s fall Orange Beach Freedom Fest event and to advertise and promote the City and the Alabama Gulf Coast through this Event as part of Freedom Fest. The anchor event will bring economic growth to local businesses and support Freedom Fest. The anchor event will provide family friendly entertainment and an economic benefit to the City. The City will provide \$5,000 to support the event.
2. After having reviewed the performance agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.
3. The term of this agreement shall be effective on and after its adoption by the City Council and execution by the Mayor, and shall continue in full force and effect through the completion of the event being held on or about October 6-8, 2023.

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

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the Performance Agreement (attached Exhibit A) in substantially the form and of substantially the content now before the Council between the City of Orange Beach and McLean Motor Sports Productions, LLC, as an act for and on behalf of the City of Orange Beach, subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 5th DAY OF SEPTEMBER, 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 September 5, 2023.

City Clerk

PERFORMANCE AGREEMENT

This Performance Agreement is entered into by and between the City of Orange Beach, Alabama, an Alabama Class 8 municipal corporation (“the City”) and McLean Motor Sports Productions, LLC, an Alabama limited liability corporation (“the Contractor”).

1. The Contractor is an Alabama based organization whose primary business is producing and promoting car shows. The Contractor is the only Alabama based company providing this service.
2. The Gulf Coast is the location of many events that have a significant positive economic impact on the City and its businesses, while promoting a family friendly environment.
3. The Contractor agrees to have a fall event entitled Bama Coast Cruisin’ in the City of Orange Beach (“the Event”) during the Orange Beach Freedom Fest, which event is expected to draw support and participation from local citizens and businesses, as well as draw visitors and guests to the City, stimulating the local economy thru increased revenues for businesses, the City, and the Gulf Coast. The Contractor currently hosts a successful spring event titled “Bama Coast Cruisin’”. This fall event is further expected to enhance the success of the Orange Beach Freedom Fest for the general wellbeing of the local community after the summer tourist season.
4. The City wishes to engage Contractor to provide this anchor event to the City’s fall Freedom Fest event, stimulate economic growth in a slow fall tourist season, enhance the wellbeing and quality of life of local citizens, and to advertise and promote the City and the Alabama Gulf Coast through this Event as part of Freedom Fest.

NOW, THEREFORE:

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

Contractor’s Obligations

6. Contractor agrees to host the Bama Coast Cruise Event at the Orange Beach Event Center and the Wharf properties on or about October 6-8, 2023, during and in conjunction with the Orange Beach Freedom Fest. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement.
7. Contractor shall submit to the City the following information:
 - a. A description of the event;
 - b. Photographs of the event that include photographs of the crowds in attendance, entertainment, booths, and any other activities;
 - c. Screen shots that display the use of social media, including but not limited to blogs, “likes”, and comments or reviews on visitor and local citizen experiences, such as Facebook, Twitter, or other social media sites, copies of flyers, magazine or print ads;
 - d. Materials that support the effectiveness of the City’s support of this event, including estimates of the number of attendees at the event, the number of visitors to the City, the impact of the event on visitor spending, the impact of the event on hotel or other lodging occupancies, or other economic or tourism impacts on the City directly attributed to the event.

City's Obligation

8. The City will pay Contractor \$5,000 for services provided to organize and manage the Bama Coast Cruisin' car show as an anchor event to the Orange Beach Freedom Fest.

Terms

9. This Agreement shall be effective on and after its adoption by the City Council and execution by the Mayor and shall continue in full force and effect through the completion of the event. Contractor's obligation to document the event as required by paragraph 7 shall survive the expiration or termination of this Agreement.
10. Notwithstanding anything written herein to the contrary, all commitments made herein by the City are subject to the discretion of the City. If at any time the City determines that a public need arises that requires the denial or withdrawal of any in-kind service, then the City shall no longer be obligated or required to provide such in-kind services.
11. Indemnification: Contractor agrees to indemnify and hold harmless the City, its elected officials, agents, servants and employees, from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind which arise from, or which are in any way related to the event, including any reasonable attorneys' fees, expenses or costs incurred by the City as a result of any enforcement of compliance with this Agreement or defending any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.
12. No Joint Venture: Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Contractor, and shall not be liable for any debts or obligations incurred by Contractor, nor shall the City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the Contractor, or sums earned or derived by the Contractor, nor shall Contractor at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.
13. Independent Contractor. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the City may from time-to-time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or manner in which services by the Contractor, provided for herein, are performed, but on the contrary, the Contractor shall be wholly responsible therefore.
14. Agreement not Assignable. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for the City's having entered in this Agreement. Therefore, Contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein, without the prior written consent of the City, which such consent shall be granted or denied solely at the City's discretion.
15. Compliance with Law. Contractor hereby agrees to strictly comply with all ordinances of the City and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.
16. Non-Discrimination. Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with this Event.
17. Insurance. Contractor shall maintain in full force and effect, liability and comprehensive insurance coverage for the Event, a copy of the certificate of insurance naming the City as an

additional insured, being attached hereto. Said insurance coverage will not be altered or terminated without 30 days prior written notice to the City.

18. Notices. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following addresses:

To the City:

City Clerk
City of Orange Beach
Post Office Box 458
Orange Beach, Alabama 36561

With a required copy to:

City Attorney
City of Orange Beach
Post Office Box 458
Orange Beach, Alabama 36561

To the Contractor:

Mr. Adam McLean
President
McLean Motor Sports Productions, LLC
322 Bradford Circle
Trussville, Alabama 35173

19. Final Agreement. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.
20. Modifications. Any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the party against whom enforcement is sought.
21. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.
22. Law Governing. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be Baldwin County, Alabama.

Dated this _____ day of _____, 2023.

CITY OF ORANGE BEACH, ALABAMA
A Municipal Corporation

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

MCLEAN MOTOR SPORTS PRODUCTIONS, LLC

By: _____
Adam McLean, President

STATE OF ALABAMA

COUNTY OF BALDWIN

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

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

(SEAL)

Notary Public, State of Alabama
My Commission Expires: _____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Adam McLean, as President of McLean Motor Sports Production, LLC, whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the above and foregoing, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

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

(SEAL)

Notary Public, State of Alabama
My Commission Expires: _____



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 5, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Video Surveillance System at Fire Station No. 3 for the Fire Department through State Bid in the amount of \$29,088.39.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Capital Account, Fire Station 3

ATTACHMENTS:

1. 09-05-23 23-xxx Authorize Purchase Video Surveillance System Fire FS3 State Bid
2. 2023.08.31 Quote - Fire - Vision Security Technology Fire Station 3 Cameras FS3

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
VIDEO SURVEILLANCE SYSTEM AT FIRE STATION NO. 3
FOR THE FIRE DEPARTMENT
THROUGH STATE BID IN THE AMOUNT OF \$29,088.39**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of a Video Surveillance System at Fire Station No. 3 for the Fire Department from Vision Security Technologies Inc. through Alabama State Bid in an amount not to exceed \$29,088.39;
2. That the Mayor is hereby authorized to approve payment to Vision Security Technologies Inc. in the amount of \$29,088.39 for a Video Surveillance System, per Proposal No. 13573-1-0 dated August 17, 2023;
3. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 5th DAY OF SEPTEMBER, 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 September 5, 2023.

City Clerk



VISION

SECURITY TECHNOLOGIES

City of OB - New Fire Station

Prepared for:
City of Orange Beach
4099 Orange Beach Blvd
Orange Beach, AL 36561

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

Proposal Issued:
8/17/2023

Proposal Valid To:
9/16/2023



Proposal Number: 13573-1-0
City of Orange Beach
Date: August 17, 2023

PROJECT DESCRIPTION

Name: City of Orange Beach

Site: City of Orange Beach

4099 Orange Beach Blvd

Orange Beach, AL 36561

Billing: City of Orange Beach

PO Box 458

Orange Beach, AL 36561

Contact

Cynthia Stacy, Accounts Payable
Clerk

P: (251) 981-6818

C:

E: cstacy@orangebeachal.gov

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

Vision Security Technologies (VST) to provide and install a new Avigilon video surveillance system and a new Avigilon access control system at Fire Station #3 located in Orange Beach Alabama to consist of the following:

Video Surveillance

Camera locations are depicted on customer provided drawings.

VST to provide and install one (1) AS3 8-port Avigilon server.

VST to provide and install four (4) 4mp bullet cameras to be located on the outside of the fire station.

VST to provide and install four (4) Enterprise class camera licenses.

VST to provide and install one (1) UPS battery back up.

VST to program and configure cameras.

Access Control

The information enclosed in this proposal is intended for the use of the individual to which it is addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. All information included is considered proprietary and is the intellectual property of Vision Security Technologies. As the reader or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, Or Copy of this communication, information contained within, or its attachments, is strictly prohibited



Proposal Number: 13573-1-0
City of Orange Beach
Date: August 17, 2023

VST to provide and install one (1) Reader on each of the four doors. Door locations are depicted on attached drawings.

VST to provide one-hundred (100) access credential cards.

VST to provide a one year subscription for twenty-five (25) mobile credentials.

VST to provide and install appropriate Life Safety enclosures, power supplies and access control panels to accommodate the doors mentioned above.

VST to use existing electrified door strikes and assumes they are in good working condition.

VST will provide a template for the customer to use to import the data base for access rights and credentials.

VST to test system with customer upon completion of installation.

Customer to provide a hardwired 120V circuit to the access control enclosure.

Customer is responsible for providing user database for access rights and credentials.

Other

VST to provide two hours of training.

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

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

SCOPE DETAILS

- All work proposed shall be performed during normal business hours Monday through Friday 8:00AM -5:00PM

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Proposal Number: 13573-1-0
City of Orange Beach
Date: August 17, 2023

- 120 VAC power outlets and hardware connections are excluded from this project and are the responsibility of others.

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Proposal Number: 13573-1-0
City of Orange Beach
Date: August 17, 2023

BILL OF MATERIALS

Name: City of Orange Beach

Site: City of Orange Beach

4099 Orange Beach Blvd

Orange Beach, AL 36561

Billing: City of Orange Beach

PO Box 458

Orange Beach, AL 36561

Contact

Cynthia Stacy, Accounts Payable Clerk

P: (251) 981-6818

C:

E: cstacy@orangebeachal.gov

Access			\$15,163.88
QTY	Description	Unit Price	Ext.Price
1	ACM Pro 6 Professional Appliance for 16 Readers	\$1,889.91	\$1,889.91
1	Intelligent Controller, Linux Based with 2 doors	\$1,396.25	\$1,396.25
1	Series 3B Two-Reader Interface Module (Mercury Par	\$792.76	\$792.76
1	Eight Door Mercury Dual Voltage Integrated Power S	\$629.97	\$629.97
3	Signo 40 Wall Mount Reader	\$248.07	\$744.21
100	COMPOSITE ICLASS SEOS CONTACTLESS SMART	\$2.15	\$215.00
1	use IM1272-f1 12V Lead Dura 12-7F	\$35.98	\$35.98
2000	Shielded, Plenum, 18AWG/6 Yellow 002351-30	\$0.64	\$1,280.00
50	Telephone D Rings 5"	\$2.40	\$120.00
1	Type G Slot Duct	\$11.14	\$11.14
1	1.5" Black Cover	\$2.11	\$2.11
25	1-YEAR USER LICENSE, HID ORIGO MOBILE IDENTITIES-Minimum Order of 20	\$0.00	\$0.00
1	SIGNO 40K,BLK/SLVR,PIG,CRD PFL T2-SMART,BLE:ON,WIEG,EACH,4-B	\$323.07	\$323.07
	MSG,NOPAR,LEN:13,LED:RED,FLSH:GRN,BZR,KBD:RED,KBZR,VIS:ON,SRF:ON,IPM:OFF,VEL:		
	OFF,TAP		

Supplies & Materials:

QTY	Description	Ext.Price
4	Misc. Installation Hardware	\$508.48

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6215 Rangeline Rd. Suite 202 | Mobile, AL 36582 | T: 251-217-2986 | F: 205-271-2868

www.visionsecuritytechnologies.com

License #591





Proposal Number: 13573-1-0
City of Orange Beach
Date: August 17, 2023

Video		\$13,924.51	
QTY	Description	Unit Price	Ext.Price
4	4.0 MP WDR; LightCatcher; 3.3-9mm f/1.3 P-iris lens; Integrated IR; Next-Generation Analytics	\$1,212.93	\$4,851.72
4	Junction box for the H5A Bullet; H4A HD Bullet; H4SL HD Bullet; or H4 Thermal cameras.	\$95.58	\$382.32
4	ACC 7 Enterprise camera channel	\$284.85	\$1,139.40
500	CAT 6 Shielded Non-Plenum, Yellow	\$0.60	\$300.00
1	Rack Mount Network Surge Protector 12 ports	\$569.96	\$569.96
12	VS 3FT YLW SNAGLESS C6 CM Booted	\$2.85	\$34.20
1	4U Vertical Wall Mount Rack	\$117.41	\$117.41
1	BE650G1	\$173.98	\$173.98
1	Video Appliance 8-port 4TB ACC licenses sold seper	\$2,305.08	\$2,305.08

Supplies & Materials:

QTY	Description	Ext.Price
8	Misc. Installation Hardware	\$325.44

Total Equipment	\$17,314.47
Total Labor	\$10,940.00
Total Supplies & Materials	\$833.92
Total Purchase Price	\$29,088.39

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Proposal Number: 13573-1-0
City of Orange Beach
Date: August 17, 2023

Vision Security Technologies

Name: _____
Title: _____
Date: _____

City of Orange Beach

Name: _____
Title: _____
Date: _____

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Proposal Number: 13573-1-0
City of Orange Beach
Date: August 17, 2023

TERMS & CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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Proposal Number: 13573-1-0
City of Orange Beach
Date: August 17, 2023

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

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

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

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

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

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

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

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

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Proposal Number: 13573-1-0
City of Orange Beach
Date: August 17, 2023

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

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

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

Initials: _____

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**REGULAR CITY COUNCIL MEETING
SEPTEMBER 5, 2023**

Departments: City Clerk

Description of Topic: Resolution accepting a proposal from ThreatAdvice Technologies to improve the wireless internet network at the Sportsplex in the amount of \$52,002.73.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-05-23 23-xxx Accept Proposal Threat Advice Sportsplex Fiber
2. 2023.08.24 Quote - IT - ThreatAdvice Sportsplex Fiber

RESOLUTION NO. 23-xxx

**A RESOLUTION ACCEPTING A PROPOSAL FROM
THREATADVICE TECHNOLOGIES
TO IMPROVE THE WIRELESS INTERNET NETWORK AT THE SPORTSPLEX
IN THE AMOUNT OF \$52,002.73**

FINDINGS:

1. The City's IT Consultant has solicited professional service proposals to improve the wireless internet network at the Sportsplex to meet growing operational needs.
2. The City's IT Consultant is recommending acceptance of a proposal submitted by ThreatAdvice Technologies based on lowest cost and best value.
3. After having reviewed the proposal, 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 proposal, per Quote No. TAT010220 dated August 2, 2023, in substantially the form and of substantially the content now before the Council between the City of Orange Beach and ThreatAdvice Technologies as an act for and on behalf of the City of Orange Beach, subject to final approval by the City Attorney;
2. That the City Council authorizes a one-time payment in the amount of \$52,002.73 and recurring monthly payments of approximately \$511.30 for a 36 month term to ThreatAdvice Technologies to complete the service proposals as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

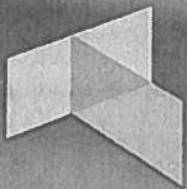
ADOPTED THIS 5th DAY OF SEPTEMBER, 2023.

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 September 5, 2023.

City Clerk



ThreatAdvice

Secure
Technology
Solutions

We have prepared a quote for you

Wireless Project

SPORTS PLEX

Quote # TAT010220

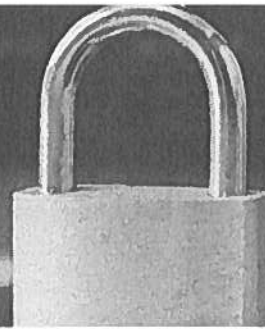
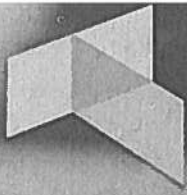
Version 1

Prepared for:

City of Orange Beach

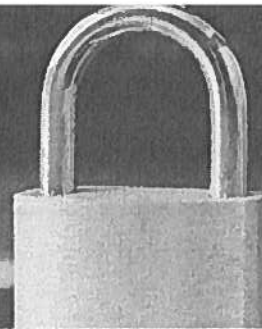
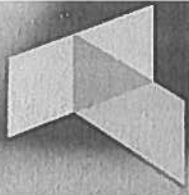
Renee Eberly

reberly@orangebeachal.gov



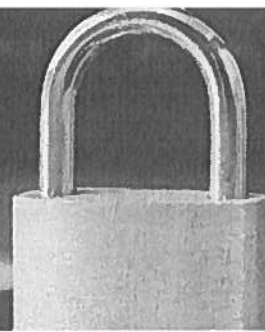
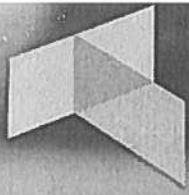
Recurring

Description	Qty	Recurring	Ext. Recurring
Any onsite labor needed after initial setup will be billed hourly at a rate of \$145/hour with a two hour minimum and a \$75.00 trip charge.			
ThreatAdvice Managed Firewall Secure - Unlimited Remote Support * - Emergency On-call Support ** - 24/7/365 NOC Services - 24/7/365 SOC Services (NG-SIEM, MDR, EDR) - Advanced Network Monitoring - Patch/Firmware Management ***	1	\$95.00	\$95.00
*** Must be under warranty/current subscription			
ThreatAdvice Managed Switch Secure - Unlimited Remote Support * - 24/7/365 NOC Services - 24/7/365 SOC Services (NG-SIEM, MDR, EDR) - Advanced Network Monitoring - Patch/Firmware Management **	8	\$25.00	\$200.00
** Must be under warranty/current subscription			
ThreatAdvice Managed Wireless Access Point Secure - Unlimited Remote Support * - Emergency On-call Support ** - 24/7/365 NOC Services - 24/7/365 SIEM/SOC Services - Advanced Network Monitoring - Patch/Firmware Management ***	8	\$15.00	\$120.00
*** Must be under warranty/current subscription			
ThreatAdvice Security Appliance - Hardware as a Service (HaaS) - Property of ThreatAdvice	1	\$90.00	\$90.00
Monthly Subtotal:		\$505.00	



Equipment

Description	Qty	Price	Ext. Price
WatchGuard Firebox M590 Network Security Appliance - Rack-mountable - 3 Year Total Security Suite - Intrusion Prevention Service (IPS) - Reputation Enabled Defense (RED) - APT Blocker - Threat Detection & Response (TDR) - Data Loss Prevention (DLP) - Network Discovery - 8x GigE Ports - 2x 10Gb SFP+ Ports - Expansion Bay - 3 Year Advanced Replacement Warranty - Gold Support - Trade Up (TU)	1	\$13,507.69	\$13,507.69
WatchGuard Firebox M 3rd Gen 2x 10Gb SFP+ Fiber Module	1	\$800.20	\$800.20
WatchGuard Firebox M 3rd Gen 10Gb Short-Range SFP+ Transceiver	3	\$325.14	\$975.42
WatchGuard AP430CR Wireless Access Point - Industrial-rated IP67 Enclosure - Wi-Fi 6 & WPA3 Encryption - Six N-Type External Connectors (Antennas Sold Separately) - Dual Band - 1/2.5/5 Gbps PoE+ GigE Port - 10/100/1000 GigE Port	8	\$1,104.92	\$8,839.36
WatchGuard Dual Band Omni-Directional Antenna - 2 Pack - 5/7 dBi - N Connector	24	\$46.64	\$1,119.36
WatchGuard Standard Wi-Fi Management License - 3 Years - Cloud Managed - 24/7 Support and Warranty	8	\$120.58	\$964.64
Ubiquiti UniFi Pro 24 POE Managed Switch - Layer 3 and 2 Features - 8x Gigabit RJ45 802.3bt PoE++ Ports - 16x Gigabit RJ45 802.3at PoE+ Ports - 2x 10G SFP+ Ports - 400W PoE Budget - 1.3" Touchscreen Display - 1 Year Warranty	8	\$784.42	\$6,275.36



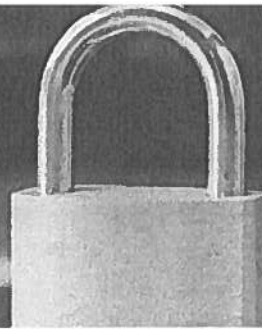
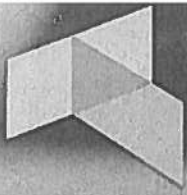
Equipment

Description	Qty	Price	Ext. Price
Axiom 10GBASE-SR SFP+ Transceiver for Ubiquiti - LC Connector - 850nm Wavelength - 300m Distance - Multi-mode Fiber (MMF)	17	\$195.08	\$3,316.36
Ubiquiti Aggregation Switch - 8x 10G SFP+ ports - 1 Year Warranty	1	\$301.70	\$301.70
Cyberpower Intelligent LCD UPS Tower - 1500VA / 900W - Line Interactive Topology - Simulated Sine Wave Wareform - NEMA 5-15P Plug - 6x NEMA 5-15R Surge and Battery Outlets - 6x NEMA 5-15R Surge Only Outlets - 3 Year Warranty	9	\$174.00	\$1,566.00

Subtotal: **\$37,666.09**

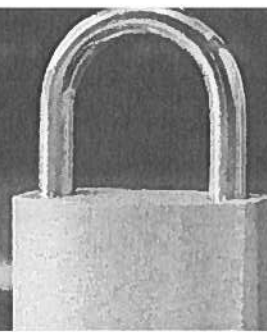
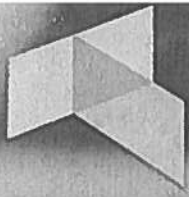
Professional Services

Description	Qty	Price	Ext. Price
ThreatAdvice Professional Services Project Title: Installation and Configuration of Outdoor Wireless Access Points I. Project Overview: This project focuses on the installation and configuration of outdoor wireless access points (WAPs) to improve network connectivity in the designated outdoor spaces of the client's premises. The scope includes the delivery of necessary materials and equipment, installation of wireless access points, network configuration, testing, and training. II. Scope of Work: 1. Site Survey and Planning - Conduct a comprehensive site survey to understand the layout of the premises, identify optimal locations for the installation of the WAPs, and evaluate potential challenges and requirements. - Create a detailed network design plan, including the locations for the WAPs, to ensure the most efficient coverage. 2. Procurement of Materials and Equipment	60	\$195.00	\$11,700.00



Professional Services

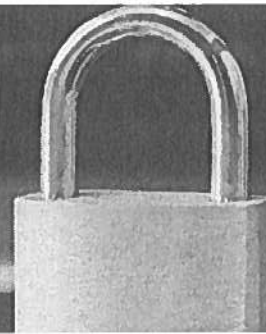
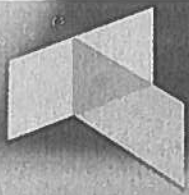
Description	Qty	Price	Ext. Price
• Purchase necessary outdoor-rated wireless access points and related network hardware, including mounting brackets, cables, and power supplies. 3. Installation of Wireless Access Points • Physically install the WAPs in the predetermined locations, ensuring they are secure, weatherproof, and correctly oriented for optimal signal coverage. • Install necessary network cabling, ensuring the cables are properly secured and protected from environmental factors. 4. Network Configuration • Configure the wireless access points with appropriate SSIDs, security protocols, and other required network settings. • Set up necessary VLANs and IP address allocations. • Integrate the new WAPs into the existing network infrastructure. 5. Testing and Troubleshooting • Conduct comprehensive network testing to ensure proper functioning of the WAPs and overall network connectivity. • Troubleshoot any connectivity issues, optimizing the WAP settings as necessary. 6. Training and Documentation • Provide training to designated IT staff on the management and maintenance of the new WAPs. • Develop and deliver complete documentation of the installation and configuration process, including network diagrams, equipment list, and configuration details. 7. Post-Implementation Support • Provide ongoing technical support for a specified period after the implementation, to address any potential issues or queries. III. Project Deliverables: 1. Site Survey and Network Design Plan. 2. Purchased WAPs and related network equipment. 3. Installed and configured wireless access points. 4. Network testing and troubleshooting report. 5. Training materials and session for IT staff. 6. Complete project documentation. 7. Post-implementation support for a predetermined period.			



Professional Services

Description	Qty	Price	Ext. Price
Please note that this Scope of Work might be subjected to changes depending on specific needs and constraints at the site, the complexity of the current network infrastructure, and other unforeseen factors. *Quote is dependent on the existing fiber being used. If additional fiber cabling is needed, an additional quote will be needed.			

Subtotal: **\$11,700.00**



Wireless Project



Prepared by:
ThreatAdvice Technologies
Jay Fitzpatrick
251-401-4788
Fax 770-452-5514
jfitzpatrick@threatadvice.com

Prepared for:
City of Orange Beach
PO Box 458
Orange Beach, AL 36561
Renee Eberly
2519816806
reberly@orangebeachal.gov

Quote Information:
Quote #: TAT010220
Version: 1
Delivery Date: 08/02/2023
Expiration Date: 09/01/2023

Quote Summary

Description	Amount
Equipment	\$37,666.09
Professional Services	\$11,700.00
Subtotal:	\$49,366.09
Estimated Tax:	\$2,636.64
Total:	\$52,002.73

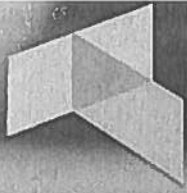
Monthly Expenses Summary

Description	Amount
Recurring	\$505.00
Monthly Subtotal:	\$505.00
Estimated Tax:	\$6.30
Monthly Total:	\$511.30

Payment Options

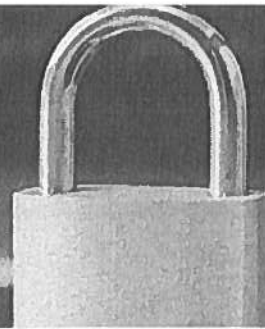
Description	Payments	Interval	Amount
Term Options			
36 Months	36	Monthly	\$511.30
	1	One-Time	\$52,002.73

Any products or services discussed with any ThreatAdvice employee written or verbally that are not specifically included within the proposal bill of materials, executive summary or SOW are not included in this agreement and may result in additional charges. ThreatAdvice reserves the right to cancel orders due to issues from pricing or other errors.



ThreatAdvice
threatadvice.com

5000 Research Court, STE 750
Johns Creek, GA 30024



By Signing Below, customer is acknowledging and accepting ThreatAdvice's terms and conditions for this proposal.

ThreatAdvice Technologies

City of Orange Beach

Signature: _____
Name: Jay Fitzpatrick
Title: VP, TA Mobile
Date: 08/02/2023

Signature: _____
Name: Renee Eberly
Title: City Clerk / Procurement Officer
Date: _____



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 5, 2023**

Departments: City Attorney

Description of Topic: Resolution authorizing settlement in the case of Wireman, et al., v. The City of Orange Beach.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-05-23 23-xxx Authorize Settlement of Litigation Wireman

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING SETTLEMENT IN THE CASE OF
WIREMAN, ET AL., V. THE CITY OF ORANGE BEACH**

FINDINGS:

1. The City Council of the City of Orange Beach has been advised that *Wireman, et al. v. The City of Orange Beach*, a lawsuit, which is pending in the Circuit Court of Baldwin County, Alabama, has been the focus of settlement negotiations between the plaintiffs and the City.
2. The parties have reached a tentative agreement to settle the case.
3. After having been advised of the proposed terms and implications of the settlement by the City Attorney, the City Council has determined that the terms are in the best interest of the City of Orange Beach, Alabama.

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

1. That the terms of the Settlement Agreement by and between the plaintiffs and the City of Orange Beach, Alabama, is hereby authorized and approved in full and complete settlement of Civil Action No. CV-2020-900803 in the Circuit Court of Baldwin County, Alabama, and that the Mayor is hereby authorized to undertake all actions necessary to effectuate said settlement as set out in the Settlement Agreement; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 5th DAY OF SEPTEMBER, 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 September 5, 2023.

City Clerk



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 5, 2023**

Departments: City Attorney

Description of Topic:

Resolution authorizing consent to judgment in the case of Brenizer Living Trust Dated January 28, 2003 v. City of Orange Beach.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-05-23 23-xxx Authorize Consent to Judgment Litigation Brenizer

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING CONSENT TO JUDGMENT
IN THE CASE OF BRENIZER LIVING TRUST DATED JANUARY 28, 2003
V. CITY OF ORANGE BEACH**

FINDINGS:

1. The City Council of the City of Orange Beach has been informed of *Brenizer Living Trust Dated January 28, 2003 v. City of Orange Beach*, Civil Action No. 05-CV-2023-900793, filed in the Circuit Court of Baldwin County, Alabama, which concerns the ownership of certain plats of land lying within the City of Orange Beach
2. After having been advised of the facts and allegations claimed in the referenced lawsuit and implications of same by the City Attorney, the City Council has determined that consenting to judgment is in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to consent to judgment in Civil Action No. CV-2023-900793 in the Circuit Court of Baldwin County, Alabama, and to undertake all actions necessary to effectuate same upon full and proper review and advice by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 5th DAY OF SEPTEMBER, 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 September 5, 2023.

City Clerk



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 5, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a task order with Sawgrass Consulting, LLC, for preparation of a land survey and subdivision final plat of the property located north of the ICW and east of the Foley Beach Express, also known as Wharf Landing, in an amount not to exceed \$9,500.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-05-23 23-xxx Authorize Task Order Sawgrass Consulting Wharf Landing Survey
2. 2023.09.01 Task Order Sawgrass Consulting Wharf Landing Survey

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
TASK ORDER WITH SAWGRASS CONSULTING, LLC
FOR PREPARATION OF A LAND SURVEY AND SUBDIVISION FINAL PLAT OF THE
PROPERTY LOCATED NORTH OF THE ICW AND EAST OF THE FOLEY BEACH EXPRESS
ALSO KNOWN AS WHARF LANDING
IN AN AMOUNT NOT TO EXCEED \$9,500**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 22-254, adopted December 13, 2022, approved a contract with Sawgrass Consulting, LLC, to perform certain professional engineering, land surveying, and construction management services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The City’s Community Development Department has submitted the Task Order attached as Exhibit A for Council approval.
4. On June 6, 2023, City Council adopted Resolution No. 23-112 authorizing transactions relating to the Wharf Development and the Wharf Landing.
5. The proposed Task Order requires Sawgrass Consulting, LLC, to provide professional land surveying services for preparation of a land survey and subdivision final plat of the property located north of the Intracoastal Waterway and east of the Foley Beach Expressway, PIN 234423.
6. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

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

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and Sawgrass Consulting, LLC, on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$9,500.00 to Sawgrass Consulting, LLC, to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 5th DAY OF SEPTEMBER, 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 September 5, 2023.

City Clerk



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

August 21, 2023

Kit Alexander, Director
Community Development
City of Orange Beach
P. O. Box 2432
Orange Beach, AL 36561

RE: City of Orange Beach Wharf Landing Subdivision and Survey

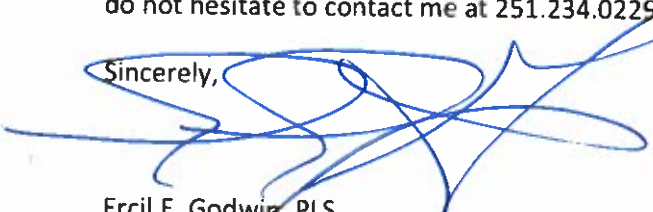
Dear Kit:

Sawgrass Consulting, LLC (Sawgrass) is honored to provide you with our proposal to provide Land Surveying for the 2 Lot Subdivision of Wharf Landing and the Boundary Survey of proposed Lot 2 (24.70 Acres +/-) to be purchased by the City of Orange Beach. Our service fee is as follows:

- | | |
|--|----------------------------|
| • Final Plat, 2 Lot Subdivision Wharf Landing | LUMP SUM \$5,500.00 |
| • Boundary Survey, Lot 2 Wharf Landing | LUMP SUM \$4,000.00 |

All hourly rates will be based upon those hourly rates provided in the current Master Professional Services Agreement between the City of Orange Beach and Sawgrass. If you have any questions, please do not hesitate to contact me at 251.234.0229. Thanks again for the opportunity.

Sincerely,


Ercil E. Godwin, PLS
Vice President

Tony Kennon
Mayor, City of Orange Beach



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 5, 2023**

Departments: City Clerk

Description of Topic: Public hearing to consider business license revocation of Super Salt Life LLC for charter boat "Southern Belle". - Resolved and withdrawn.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 5, 2023**

Departments: Community Development

Description of Topic:

Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0801-CU-23, Money Bayou Storage Buildings at 4400 and 4402 Money Bayou Drive Conditional Use Approval.

Background/Description: Engineering Design Group, on behalf of SPI Properties LLC, requests recommendation to the City Council for approval of **Conditional Use** to construct a storage unit facility covering more than 12,800 square feet along with an office area covering about 1,900 square feet. The property is located at 4400 and 4402 Money Bayou Drive in the General Business (GB) zoning district.

Action Options/Recommendation:

Source of Funding (if applicable): N/A

ATTACHMENTS:

1. 0801-CU-23 Money Bayou Storage Buildings - Staff Report
2. 0801-CU-23 Money Bayou Storage Buildings - Application
3. 0801-CU-23 Money Bayou Storage Buildings - Architectural Plans
4. 0801-CU-23 Money Bayou Storage Buildings - Civil & Landscape Plans
5. 0801-CU-23 Money Bayou Storage Buildings - Planning Commission Public Hearing

6. 0801-CU-23 Money Bayou Storage Buildings - Planning Commission Action Letter



PLANNING & ZONING
COMMUNITY DEVELOPMENT DEPARTMENT
P.O. BOX 2432
ORANGE BEACH, ALABAMA 36561



**Orange Beach City Council
Meeting – September 5, 2023**

**Case No. 0801-CU-23
Money Bayou Storage Building
Conditional Use Approval**

Owner:

SPI Properties LLC
Katherine S. Shaver
28315 Burkart Dr.
Orange Beach, AL 36561
(251) 609-9292
tuckershaver@gmail.com

Applicant:

Engineering Design Group
David Dichiaro
1000 East Laurel Ave.
Foley, AL 36535
(251) 943-8960
dichiaro@edgalabama.com

Property Address:

4400 Money Bayou Dr. (Lot 11)
4402 Money Bayou Dr. (Lot 12)

Tax Parcel:

05-66-01-01-4-001-003.005
05-66-01-01-4-001-003.004

PPIN:

238504
238503

I. GENERAL INFORMATION

Request: **Conditional Use Approval**

Engineering Design Group, on behalf of SPI Properties LLC, requests approval of conditional use to construct a storage facility covering 11,600 square feet along with an office area covering 1,700 square feet.

**Planning
Commission**

Recommendation: The Planning Commission held a public hearing and considered this application at its regular meeting on August 14, 2023. There were no participants in the public hearing, but one person responded to the certified notice stating support. The Planning Commission gave **favorable recommendation (8-0)** to this application.

Location: This undeveloped property is Lots 11 and 12 of the Sweetwater Bayou Subdivision and is located at the southeast corner of the intersection of Money Bayou Drive and Mini Lane.

Present Zoning: GB (General Business)

Present Use: Undeveloped

Future Land Use: Commercial Center High Intensity
The proposed storage facility is consistent with this land use designation and the Future Land Use Map.

Surrounding Land Use and Zoning: **North:** Storage Facility, McCoy Fire & Safety, GB (General Business)
South: Storage Facility, GB (General Business)
East: Storage Facility, GB (General Business)
West: MD Thomas Construction, Luxury Gulf Rentals, GB (General Business)

Special Districts: **Overlay Zoning:** Restricted Height Overlay District
Neighborhood District: Northwest Orange Beach
Airport Zone: Precision Instrument Approach
Flood Zone: X-Shaded

Nearby Streets: This property is located at the southeast corner of the intersection of Money Bayou Drive and Mini Lane.

Site History:

<i>Date</i>	<i>Description</i>
November 1999	The Planning Commission gave preliminary major subdivision approval for a 25-lot commercial subdivision called Sweetwater Bayou Subdivision. (Case No. 1101-SD-99)
August 2000	The Planning Commission gave final major subdivision approval for a 25-lot commercial subdivision called Sweetwater Bayou Subdivision. (Case No. 1101-SD-99)

II. BUILDING & SITE PLAN REVIEW

1. **Density, Building Size, Building Setbacks, Building Height:** Pursuant to Section 4.02, 4.03 and 4.04 of the Zoning Ordinance, the following standards apply:

<i>Standards</i>		<i>Required/Allowed</i>	<i>Proposed</i>
Lot Area			50,094 SF (1.15 acres)
Building Footprint		Max.: 28,053 SF Min: 1,000 SF	13,300 SF
Maximum Building Footprint Coverage		56%	27%
Gross Floor Area			13,300 SF
Floor Area Ratio			0.26
Building Footprint Setback	Front	30 feet	43 feet
	Rear	30 feet	42 feet
	North Side	10 feet	59 feet
	South Side	10 feet	10 feet
Building Height		50 feet	30.3 feet to peak or ridge

- This project will have two buildings.
- The north building will be entirely mini warehouse storage with 10 units, with each unit being 800 SF (20' by 40'). The total building area will be 8,000 SF.
- The south building will be mixed use with office and mini warehouse storage. The mini warehouse section will entail 3 units, with each unit being 1,200 SF (20' by 60'). The office section will cover 1,700 SF. The total building area will be 5,300 SF.
- The separation distance between the two buildings will be 50 feet.

2. **Parking:** Pursuant to Section 8.0101 of the Zoning Ordinance, the following parking standards apply:

Use	Unit of Measure	Required		Provided	
		Parking Ratio	Parking		Parking
			Regular	HC	
Storage	11,600 SF	None	0		
Office	1,700 SF	1 space per 280 SF	6		
Regular & Handicapped Required & Provided			5	1	6 1
TOTAL SPACES REQUIRED & PROVIDED			6		7

- Gravel will be used for the vehicular use area. Per Section 8.010405 of the zoning ordinance, alternative all-weather surfaces, such as gravel, may be approved by the Planning Commission in consideration of site conditions, traffic, intensity, and land uses. The use of gravel will be consistent with other storage facilities in this subdivision. The Planning Commission approved the use of gravel.
- This project will have full-movement driveways onto Money Bayou Drive and Mini Lane.
- There will be 7 parking spaces provided, with 4 regular spaces and a handicapped space being located north of the office section of the south building and 2 parallel spaces being located north of the north storage building.
- The handicapped parking space and access aisle will be on concrete surface.
- The remaining parking spaces will be on gravel. The 4 regular spaces next to the south building will be delineated with wheel stops, and the 2 parallel spaces north of the north building will be designated with signage.

3. **Landscaping and Buffering:** Pursuant to Article 16 and Section 4.05 of the Zoning Ordinance, the following landscaping and buffering requirements apply:

Landscaping:

- Landscaping will cover 46 percent of the site. The minimum requirement is 20 percent.
- The site has 117 feet of frontage along Mini Lane to the north. In the required perimeter landscape area, 4 trees will be required, and 4 'Natchez' Crepe Myrtle trees will be provided.
- The site has 296 feet of frontage along Money Bayou Drive to the west. In the required perimeter landscape area, 6 trees will be required, and 6 'Natchez' Crepe Myrtle trees will be provided.
- The vehicular use area for this project will cover more than 13,400 SF. The landscape ordinance requires one hardwood tree for every 1,300 SF of vehicular use area proposed. Based on 13,400 SF, 11 hardwood trees will be required. The landscape plan shows 5 Southern Live Oak trees and 6 Bald Cypress trees being provided.

Buffering:

- No land use buffering is required. This project will be located in a commercial subdivision.

4. **Architectural Appearance:** Pursuant to Sections 10.0305 and 10.0306 of the Zoning Ordinance, the following architectural standards apply:

South Building (Office/Storage):

- The total building area will be 5,300 SF, with 3,600 SF being storage area and 1,700 SF being office area.
- The office part of the building will have hardie board and batten exterior siding with brick skirting at the bottom.
- The storage part of the building will have hardie board and batten exterior siding with brick skirting at the bottom on the west side facing Money Bayou Drive. The remaining sides will have metal siding, which is allowed since the building will be more than 700 feet from the Canal Road right-of-way.
- The building height of the peak or ridge will be 27 feet. The roofing will be metal and will have slopes and eaves or overhangs.

- The office windows will have shutters, and the storage building facing Money Bayou Drive will have faux shutters.
- The color elevations show the exterior siding will have a tan or sandy color, and the shutters, faux shutters, and brick skirting will be white. The roofing will be dark gray.
- The office will have its entrance on the west side facing Money Bayou Drive. The entrance area will have a canopy or awning for weather protection.
- A sidewalk will be provided on the north and west sides of the office.
- An additional customer entrance is recommended on the north side of the office facing the parking spaces. Otherwise, a 6-foot separation is required between the sidewalk and building façade for a landscaped area.

North Building (Storage):

- The total building area will be 8,000 SF and will have 10 units. Each unit will be 800 SF.
- The north side facing Mini Lane and west side facing Money Bayou Drive will have hardie board and batten exterior siding. The west side will also have brick skirting at the bottom.
- The south and east sides will have metal siding, which is allowed since the building will be more than 570 feet from the Canal Road right-of-way.
- The east and west sides will have faux shutters as an architectural feature.
- The building height will be 30 feet 4 inches to the peak or ridge. The roofing will be metal and will have slopes and eaves or overhangs.
- The color elevations show the exterior siding will have a tan or sandy color, and the shutters, faux shutters, and brick skirting will be white. The roofing will be dark gray.

5. **Site Layout:** Pursuant to Section 10.0305 of the Zoning Ordinance, the following site layout standards apply:

Trash Receptacles:

- According to the project architect, roll-out containers will be utilized.

Exterior Lighting:

- The exterior lighting will be mounted to the building above the entrances into each unit and also above the faux shutters facing Money Bayou Drive.
- The exterior lighting will be arranged to shield or deflect light from the adjoining properties and public streets and will not have an adverse impact on the surrounding area.

Outside Storage:

- There will be no outside storage of boats, vehicles, equipment, materials, supplies, etc. A notation has been provided on the site plan.

Signage:

- No freestanding or building signage is proposed at this time. Any future signage will require a sign permit and compliance with Article 15 of the zoning ordinance.

III. STAFF COMMENTS

1. The Planning Commission approved the use of gravel for the vehicular use area per Section 8.010405 of the zoning ordinance.
2. A preliminary and final minor subdivision will be needed to combine Lots 11 and 12 into a single lot to comply with Section 3.2 of the subdivision regulations, which prohibits the construction of buildings across lot lines.
3. The Fire Department is requiring that the project adheres to the following conditions as part of the site plan review approval:

- Knox Gate switches will be required if gates are being installed.
 - Providing proof that access roadways will support 75,000 gross pounds and will be an all-weather surface.
 - Providing the location of the Fire Department Connections (FDC) on the site plan.
4. The project engineer has requested that the Fire Department turnaround requirement be increased from 150 to 180 feet. The Fire Department believes its operation will not be hindered if the requirement is increased to 180 feet. For the exception to be approved, the following conditions will need to be met: (a) the buildings shall be equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.2 of the International Fire Code; and (b) if plans are changed to extend the access road more than 180 feet, an approved turnaround will be required.

IV. CITY COUNCIL ACTION

1. **APPROVAL** of the conditional use to construct a storage unit facility covering more than 11,600 square feet along with an office area covering about 1,700 square feet located at 4400 and 4402 Money Bayou Drive in the General Business (GB) zoning district.
2. **APPROVAL WITH CONDITIONS** of the conditional use with any conditions, limitations or requirements necessary to effectuate the requirements of the Zoning Code and carry out the spirit and purpose of the Comprehensive Plan.

Conditions of Approval:

Planning/Zoning:

1. *Planning Commission approval of the use of gravel in the vehicular use area from the Planning Commission per Section 8.010405 of the zoning ordinance.*
2. *Providing the utility availability letter from the Orange Beach Water Authority.*
3. *Submitting a preliminary and final minor subdivision to combine Lots 11 and 12 into a single lot to comply with Section 3.2 of the subdivision regulations.*
4. *An additional customer entrance is recommended on the north side of the office facing the parking spaces. Otherwise, a 6-foot separation is required between the sidewalk and building façade for a landscaped area.*

Fire Prevention:

1. *Knox Gate switches will be required if gates are being installed.*
2. *Providing proof that access roadways will support 75,000 gross pounds and will be an all-weather surface.*
3. *Providing the location of the Fire Department Connections (FDC) on the site plan.*
4. *For the Fire Department turnaround requirement to be increased from 150 to 180 feet, the following conditions will need to be met for the exception to be approved: (a) the buildings shall be equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.2 of the International Fire Code; and (b) if plans are changed to extend the access road more than 180 feet, an approved turnaround will be required.*

3. **DISAPPROVAL** of the conditional use.

V. PICTURES, MAPS & PLANS

Existing Conditions

Looking Northeast (August 2023)



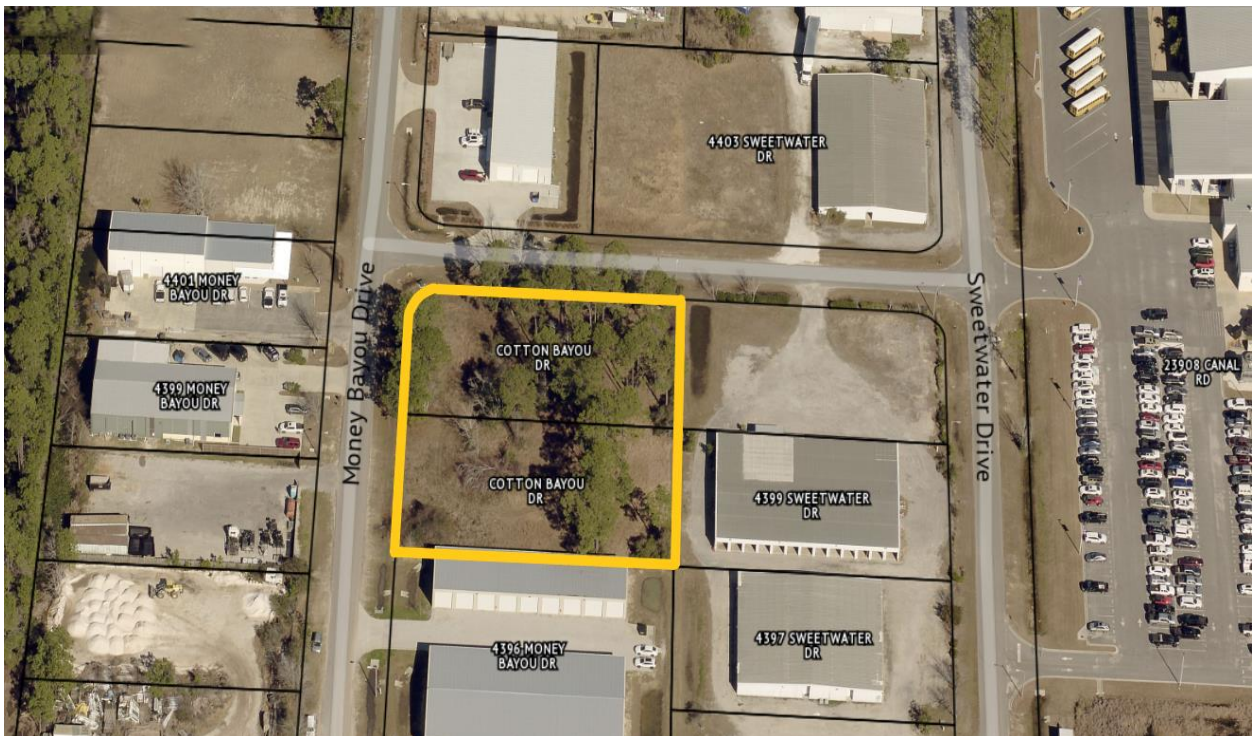
Looking East (August 2023)



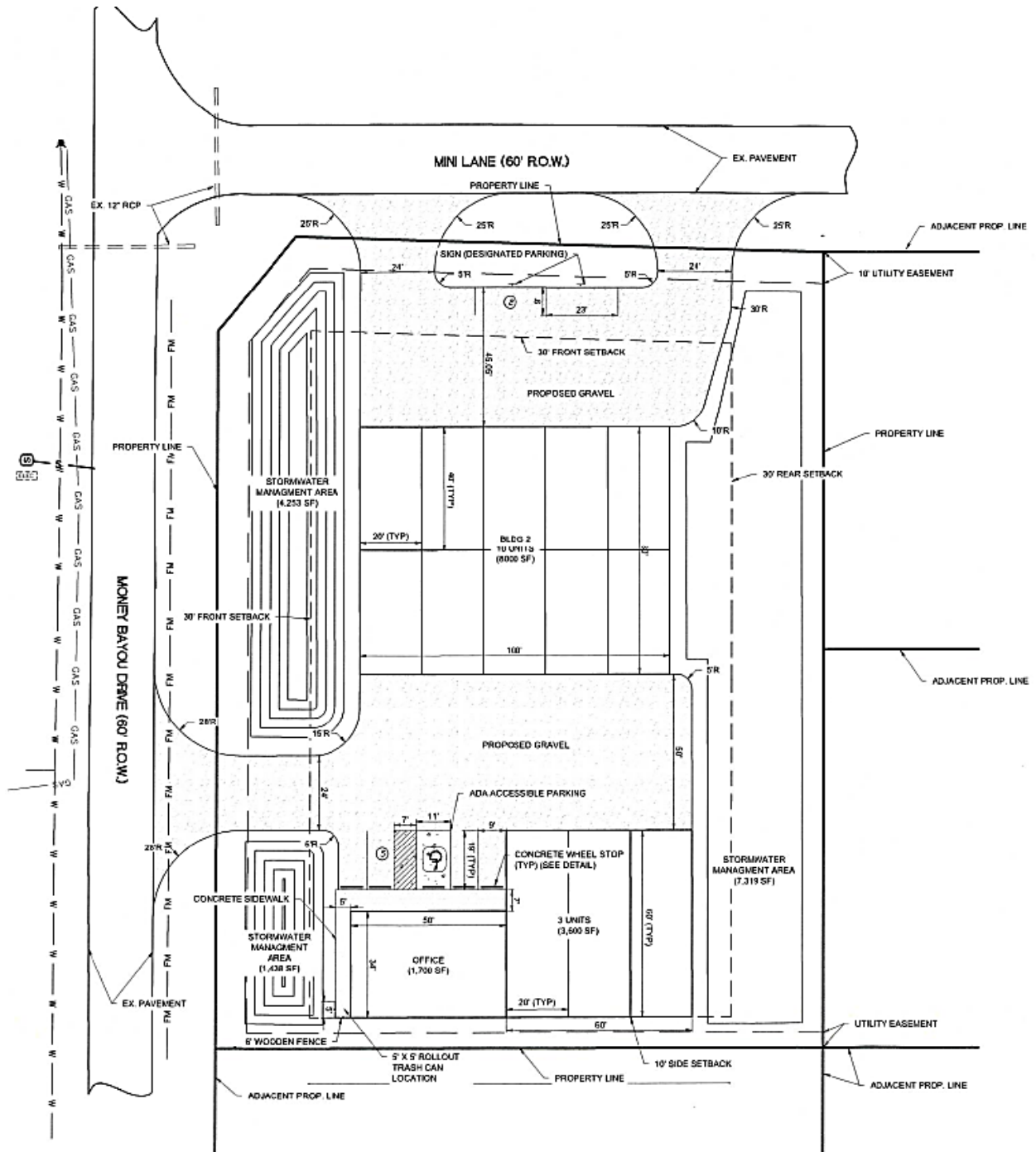
Looking Southwest (August 2023)



Aerial Map



Site Plan



CASE NO. 0801-CU-23

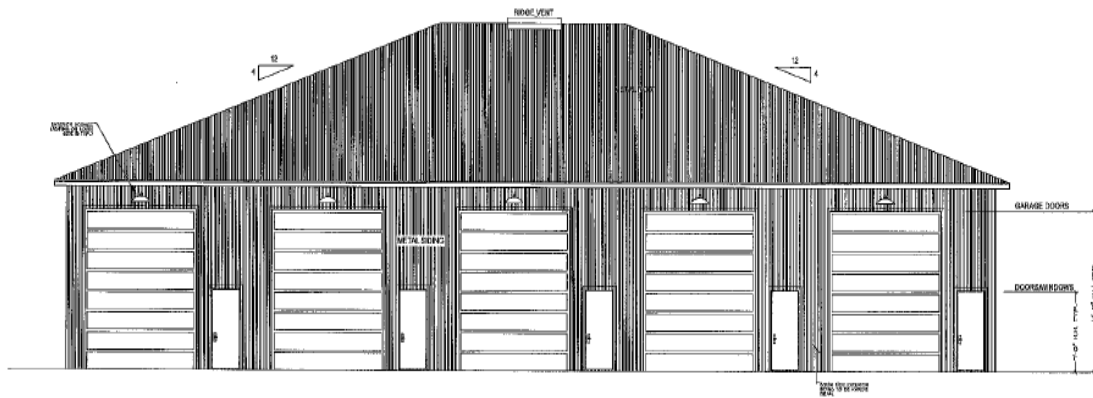


Color Elevations

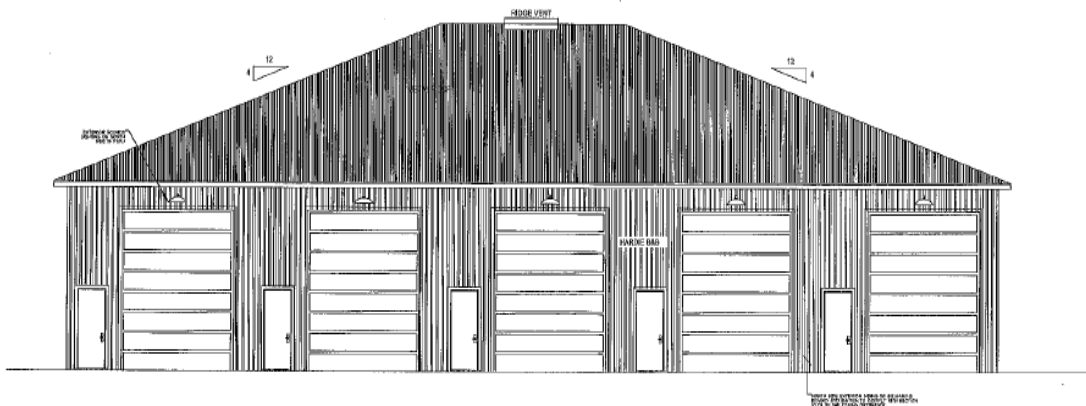


Building Elevations

North Building (Storage)

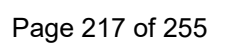


STORAGE BLDG SOUTH ELEVATION
SCALE: 3/8"=1'-0"



STORAGE BLDG NORTH ELEVATION
SCALE: 3/8"=1'-0"

CASE NO. 0801-CU-23





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 #: 0801-CU-23

Total Fees Paid: 9028

Check Number: 250.00

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

RECEIVED

NAME OF PROJECT: Money Bayou Storage Buildings

O.B. COMMUNITY DEV.

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)

The applicant/owner is seeking a Conditional Use Permit to develop an office and storage units. The Plan calls for the office to be 55'x34'. Three 20'x60' units and ten 20'x40' units. Each unit will be outfitted with a large roll up door. We anticipate owners storing nice boats, RVs, and automobiles. The site will consist of two buildings, one bordering the south property line with an office and three 20'x60' units, the other in the middle of the property with ten 20'x40' units. The project will be attractively landscaped that meets the city requirements.

PROPERTY INFORMATION:

Address: 4400 Money Bayou Dr & Tax Parcel #(s): 05-66-01-01-4-001-003.005
4402 Money Bayou Dr 05-66-01-01-4-001-003.004

Existing Use: vacant Zoning: GB PPIN #(s) 238504 & 238503

APPLICANT INFORMATION:

Name: Engineering Design Group, LLC Contact Person: David Dichiaro

Address: 1000 East Laurel Ave, Foley AL, 36535

Phone #: (251) 943-8960 Fax #: () Email: dichiaro@edgalabama.com

OWNER INFORMATION:

Name: SPI Properties LLC Contact Person: Katherine S. Shaver

Address: 28315 Burkart Dr, Orange Beach AL, 36561

Phone #: (251) 609-9292 Fax #: () Email: tuckershaver@gmail.com

Signature (Applicant): [Signature] Date: 7/6/2023

Signature (Owner): Katherine Shaver Date: 7/6/23

Revised 02-06-2013



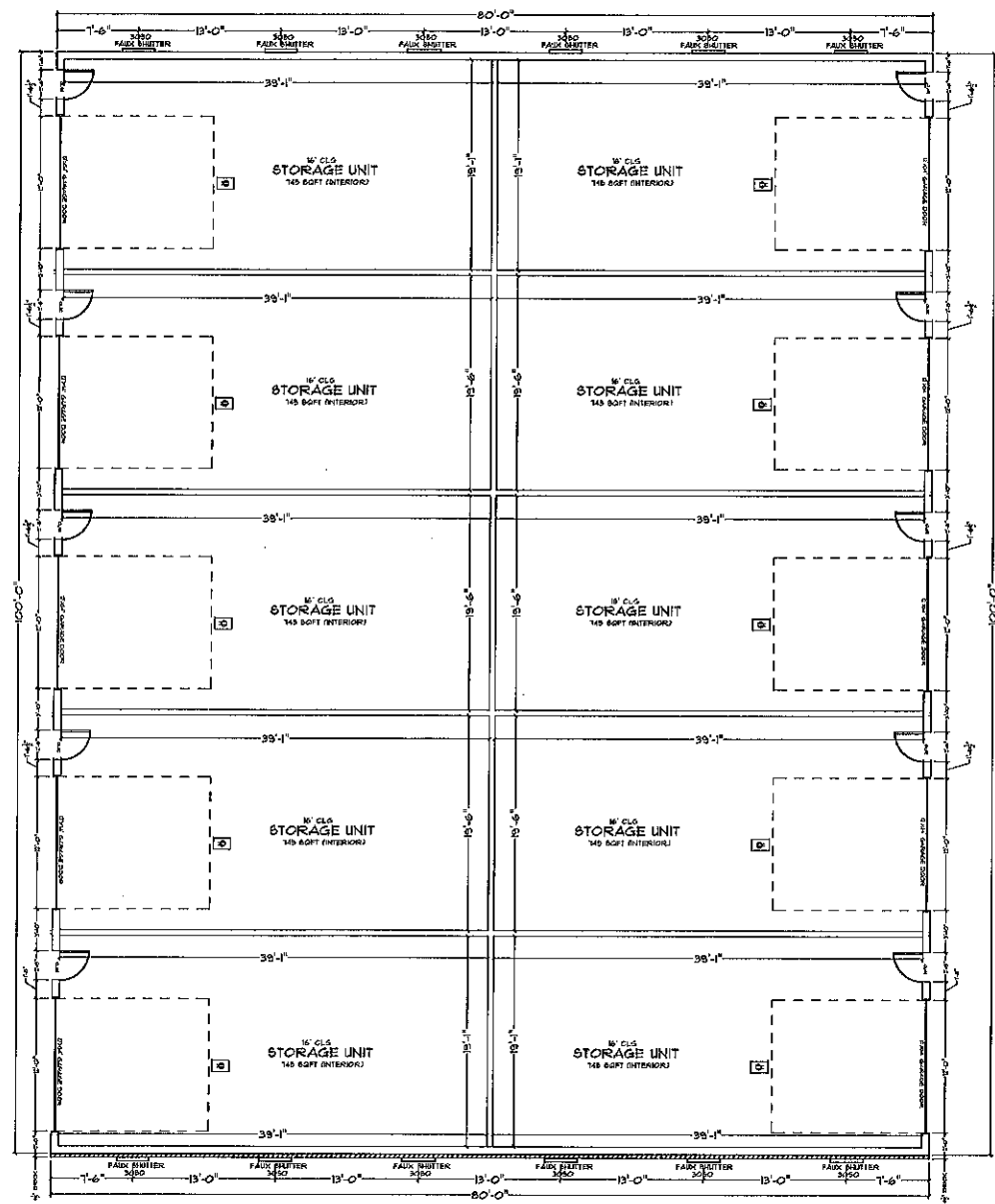
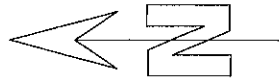
RECEIVED

JUL 31 2023

O.B. COMMUNITY DEV.

0801-CW-23

File Copy



STORAGE BLDG FLOOR PLAN
SCALE: 1/8"=1'-0"

FIRE PREVENTION NOTE6:

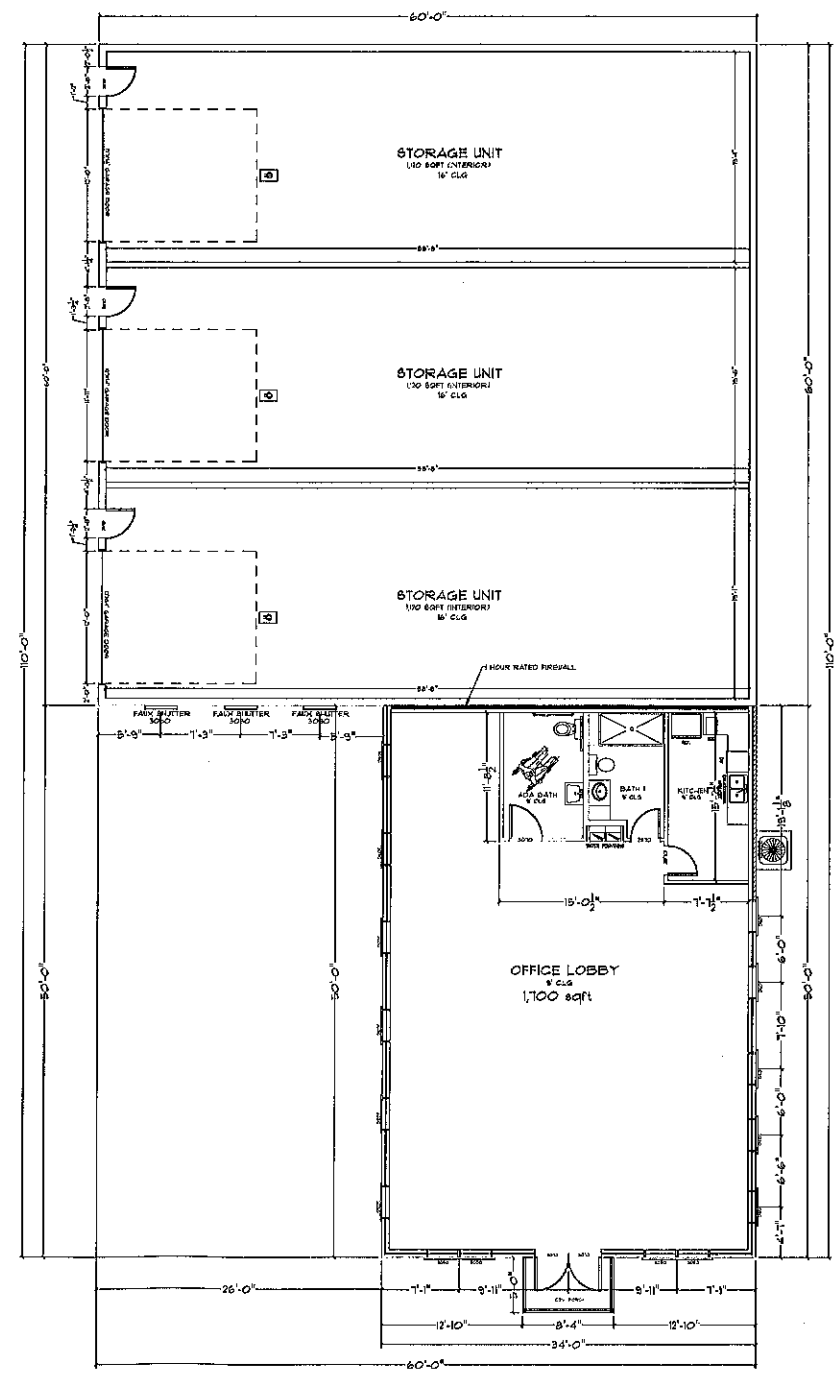
1. ADD 1 HOUR RATED FIREWALL BETWEEN THE OFFICE AREA AND STORAGE UNIT AREA.
2. THE BUILDINGS WILL BE EQUIPPED THROUGHOUT WITH A APPROVED AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH IFC 2021 SECTION 903.3.1.1, 903.3.1.2 AND 903.3.1.3.

EXTERIOR LIGHTING NOTE:

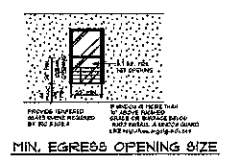
ALL EXTERIOR LIGHTING IS TO BE SHIELD OR DEFLECT LIGHT FROM ADJOINING PROPERTIES AND PUBLIC STREETS AND SHALL NOT HAVE AN ADVERSE IMPACT ON THE SURROUNDING AREA.

MECHANICAL NOTE:

MECHANICAL EQUIPMENT AND EXTERIOR UTILITY SERVICE AREAS SHALL BE HARMONIOUS WITH THE BUILDING AND BE LOCATED OR SCREENED FROM PUBLIC VIEW.



OFFICE/STORAGE FLOOR PLAN
SCALE: 1/8"=1'-0"



SQUARE FOOTAGE	
STORAGE BUILDING	
TOTAL UNDER ROOF	8,000 SQ FT
OFFICE/STORAGE BUILDING	
OFFICE BUILDING	1,100 SQ FT
STORAGE	3,600 SQ FT
TOTAL UNDER ROOF	5,300 SQ FT
TOTAL PROJECT UNDER ROOF	13,410 SQ FT

FRAMEWORX LLC
15713A Danne Rd.
Fairhope AL, 36532

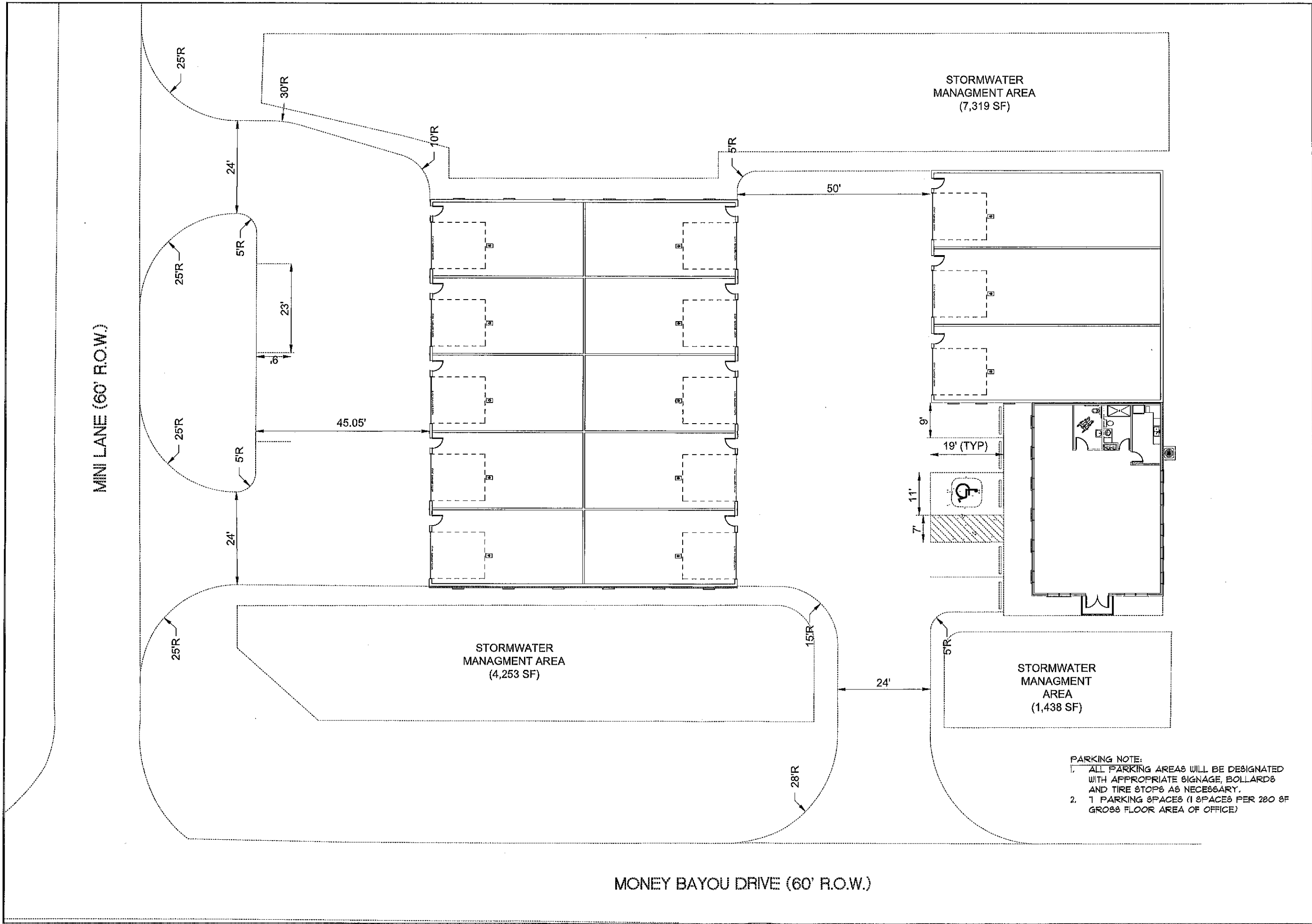


TUCKER SHAVER
LOT 11 SWEETWATER BAYOU
ORANGE BEACH, AL 36561

FLOORPLAN

PLAN NAME:
**SHAVER
FLOORPLAN**

DATE ISSUED: NOV 11 2022	DATE PLOTTED: NOV 11 2022
MASTER PERMIT #:	CURRENT PERMIT #:
DRAWN BY: BMP	CHECKED BY: BMP
SHEET No. 1 A-1 SHEET 1 OF X	



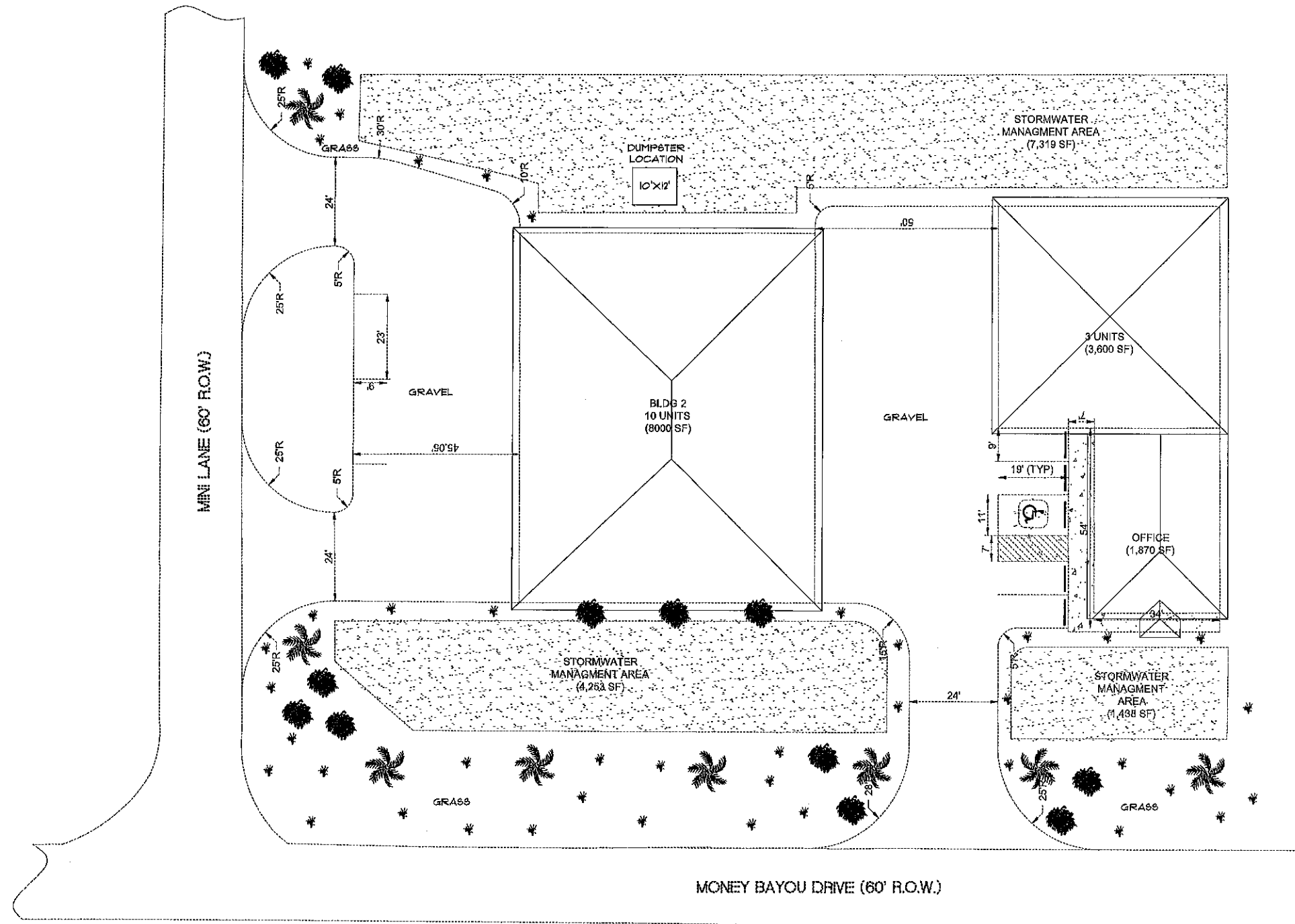
FRAMEWORX LLC
15713A Danne Rd.
Fairhope AL, 36532

TUCKER SHAVER
LOT 11 SWEETWATER BAYOU
ORANGE BEACH, AL 36561

FLOORPLAN

PLAN NAME:
**SHAYER
PARKING PLAN**

DATE ISSUED:
NOV 11 2022
DATE PLOTTED:
NOV 11 2022
MASTER PERMIT #:
CURRENT PERMIT #:
DRAWN BY:
BMP
CHECKED BY:
BMP
SHEET No. 1
A-1
SHEET 1 OF X



LANDSCAPING LAYOUT

SCALE: 1/8"=1'-0"

LEGEND:

- CABBAGE PALM
- AZALEA BUSH
- NATURAL VEGETATION
- SIDEWALK
- GRASS

9,939 SQFT TOTAL LANDSCAPING

FRAMEWORX LLC
15713A Danne Rd.
Fairhope AL, 36532

PLAN NAME: **TUCKER SHAVER**
LOT 11 SWEETWATER BAYOU
ORANGE BEACH, AL 36561

LANDSCAPING

SHAYER
LANDSCAPING
LAYOUT

DATE ISSUED: **NOV 11 2022**

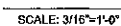
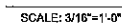
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SHEET 1 OF X

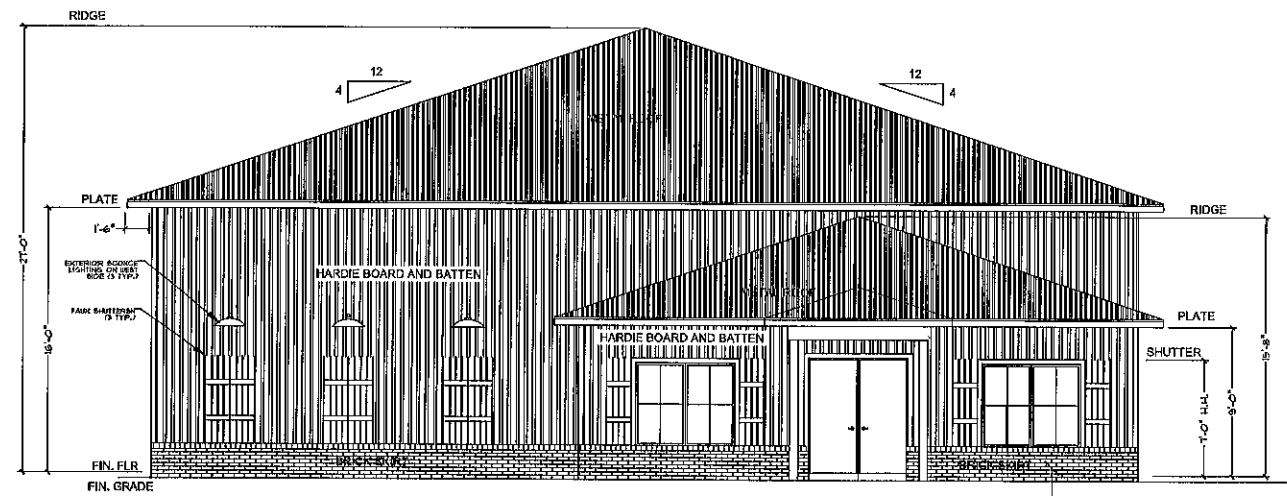
MECHANICAL NOTE:
MECHANICAL EQUIPMENT AND EXTERIOR UTILITY
SERVICE AREAS SHALL BE HARMONIOUS WITH THE
BUILDING AND BE LOCATED OR SCREENED FROM
PUBLIC VIEW,



ELEVATIONS

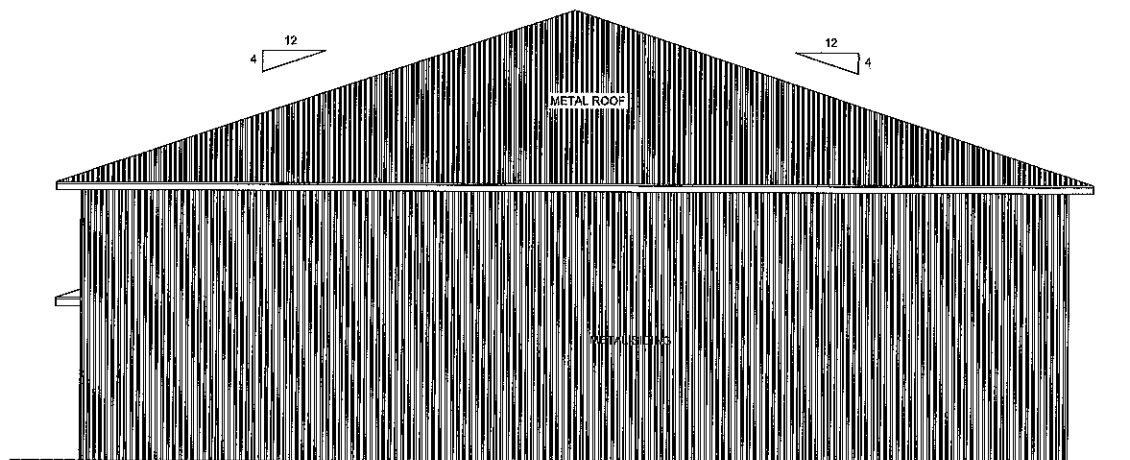
SHAYER ELEVATIONS

Page 223 of 255



OFFICE/STORAGE WEST ELEVATION

SCALE: 3/16"=1'-0"

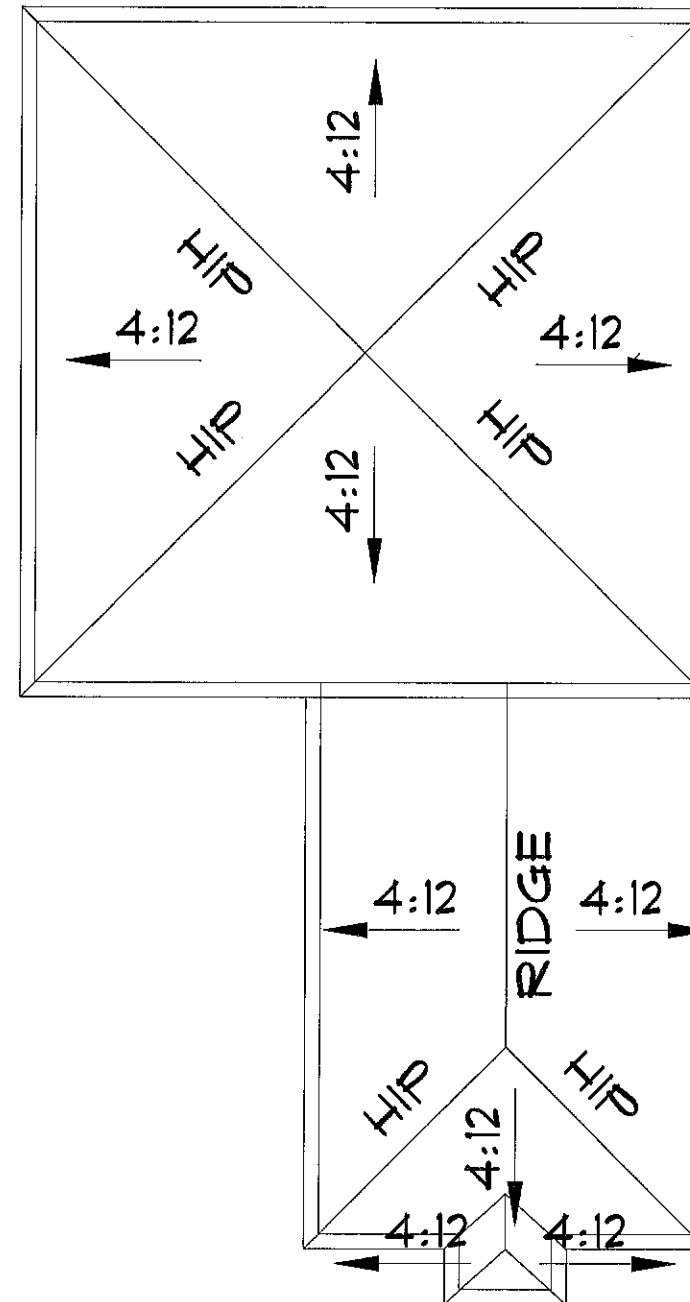


OFFICE/STORAGE EAST ELEVATION

SCALE: 3/16"=1'-0"

EXTERIOR LIGHTING NOTE:
ALL EXTERIOR LIGHTING IS TO BE SHIELD OR DEFLECT LIGHT FROM ADJOINING PROPERTIES AND PUBLIC STREETS AND SHALL NOT HAVE AN ADVERSE IMPACT ON THE SURROUNDING AREA.

MECHANICAL NOTE:
MECHANICAL EQUIPMENT AND EXTERIOR UTILITY SERVICE AREAS SHALL BE HARMONIOUS WITH THE BUILDING AND BE LOCATED OR SCREENED FROM PUBLIC VIEW.



STORAGE/OFFICE BLDG ROOF PLAN

SCALE: 1/8"=1'-0"

FRAMEWORX LLC
15713A Danne Rd.
Fairhope AL, 36532



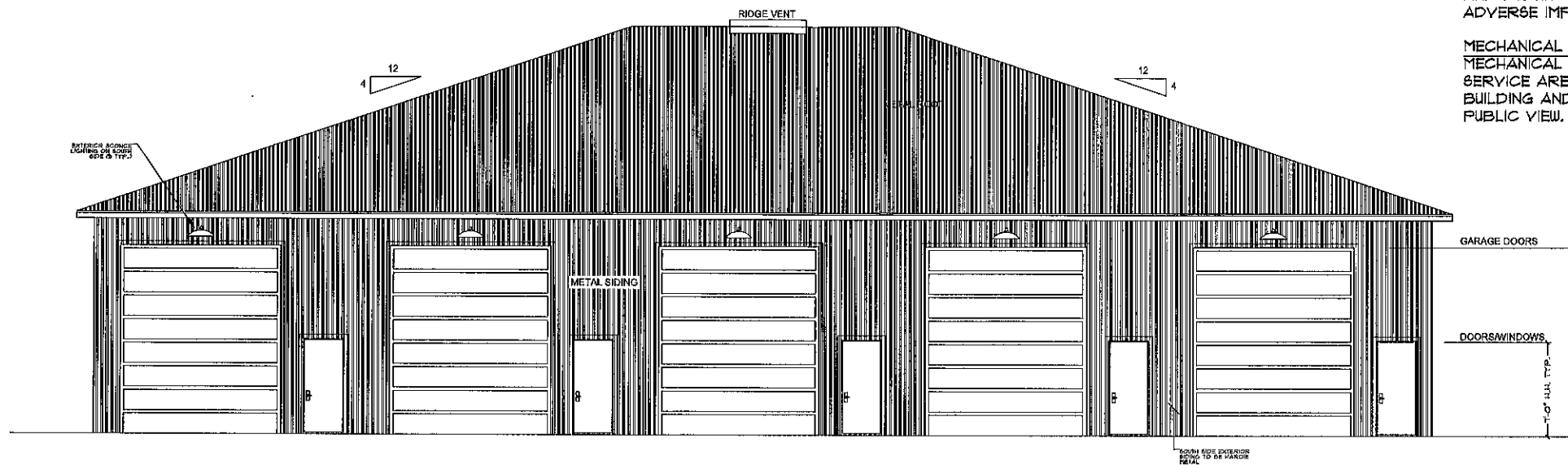
TUCKER SHAYER
LOT 11 SWEETWATER BAYOU
ORANGE BEACH, AL 36561

ELEVATIONS

PLAN NAME:

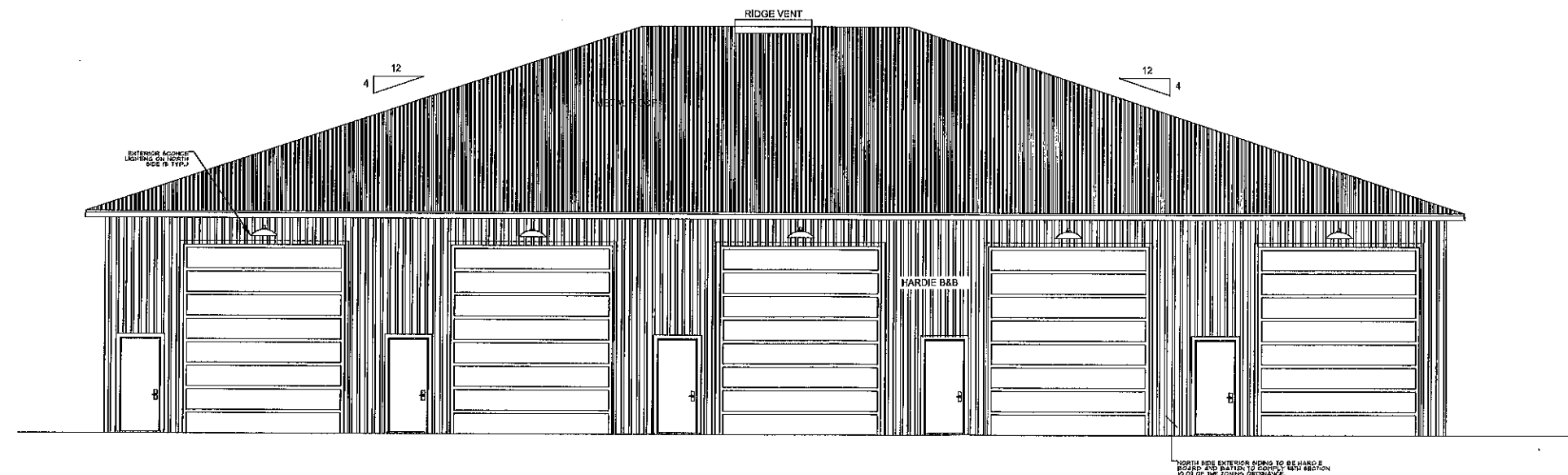
SHAYER
ELEVATIONS

DATE ISSUED: NOV 11 2022	DATE PLOTTED: NOV 11 2022
MASTER PERMIT #:	CURRENT PERMIT #:
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SHEET No. 1	A-1
	SHEET 1 OF X



STORAGE BLDG SOUTH ELEVATION

SCALE: 3/16"=1'-0"



STORAGE BLDG NORTH ELEVATION

SCALE: 3/16"=1'-0"

EXTERIOR LIGHTING NOTE:
ALL EXTERIOR LIGHTING IS TO BE SHIELD OR DEFLECT LIGHT FROM ADJOINING PROPERTIES AND PUBLIC STREETS AND SHALL NOT HAVE AN ADVERSE IMPACT ON THE SURROUNDING AREA.

MECHANICAL NOTE:
MECHANICAL EQUIPMENT AND EXTERIOR UTILITY SERVICE AREAS SHALL BE HARMONIOUS WITH THE BUILDING AND BE LOCATED OR SCREENED FROM PUBLIC VIEW.

FRAMEWORX LLC
15713A Danne Rd.
Fairhope AL, 36532

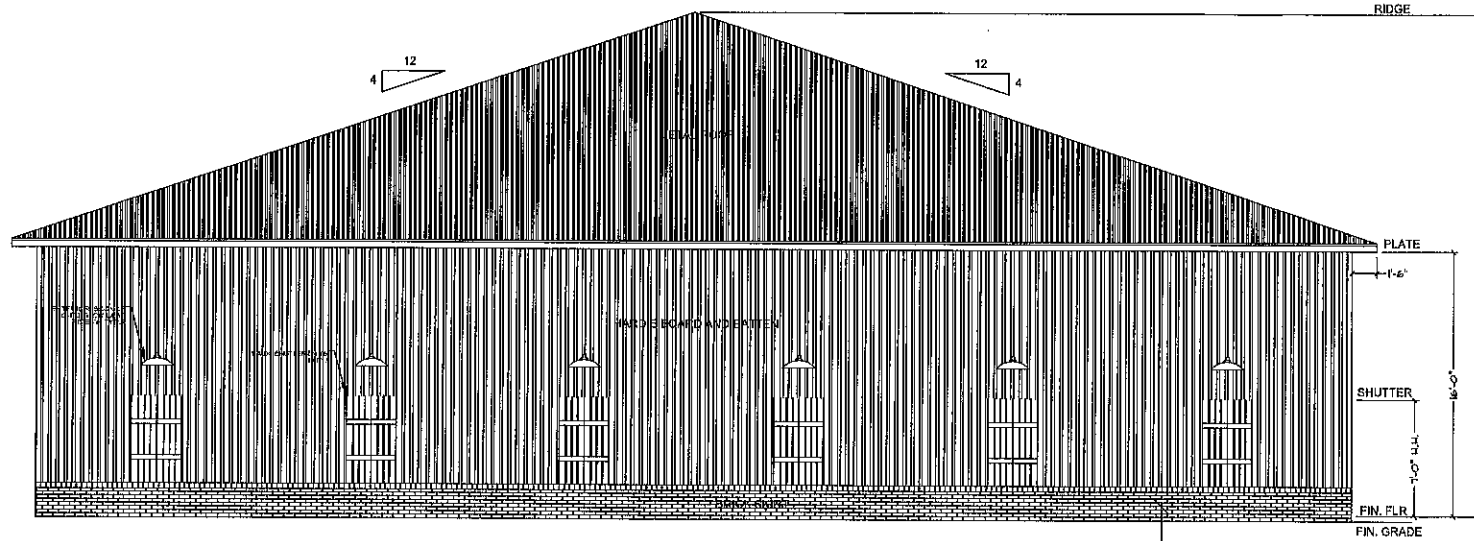


TUCKER SHAVER
LOT 11 SWEETWATER BAYOU
ORANGE BEACH, AL 36561

ELEVATIONS

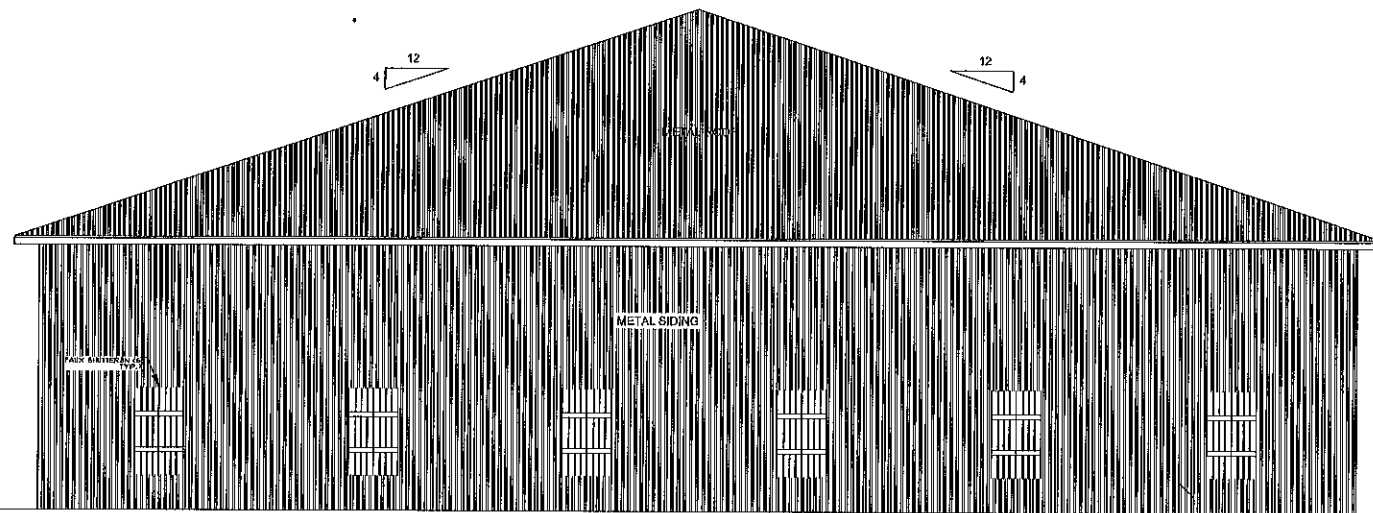
PLAN NAME:
SHAVER
ELEVATIONS

DATE ISSUED: NOV 11 2022	
DATE PLOTTED: NOV 11 2022	
MASTER PERMIT #:	CURRENT PERMIT #:
DRAWN BY: BMP	CHECKED BY: BMP
SHEET No. 1	
A-6	
SHEET 1 OF X	



STORAGE BLDG WEST ELEVATION

SCALE: 3/16"=1'-0"

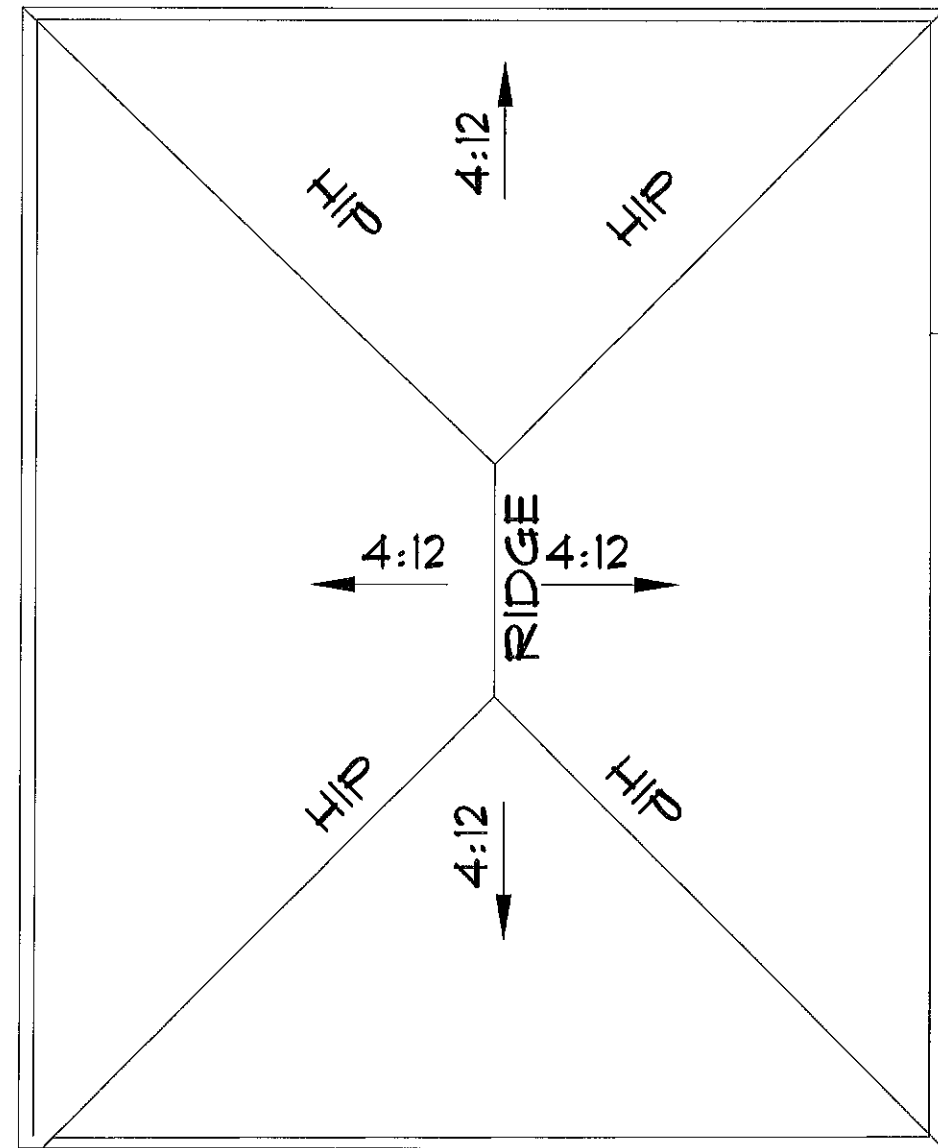


STORAGE BLDG EAST ELEVATION

SCALE: 3/16"=1'-0"

EXTERIOR LIGHTING NOTE:
ALL EXTERIOR LIGHTING IS TO BE SHIELD OR
DEFLECT LIGHT FROM ADJOINING PROPERTIES
AND PUBLIC STREETS AND SHALL NOT HAVE AN
ADVERSE IMPACT ON THE SURROUNDING AREA.

MECHANICAL NOTE:
MECHANICAL EQUIPMENT AND EXTERIOR UTILITY
SERVICE AREAS SHALL BE HARMONIOUS WITH THE
BUILDING AND BE LOCATED OR SCREENED FROM
PUBLIC VIEW.



STORAGE BLDG ROOF PLAN

SCALE: 1/8"=1'-0"

FRAMEWORX LLC
15713A Danne Rd.
Fairhope AL, 36532



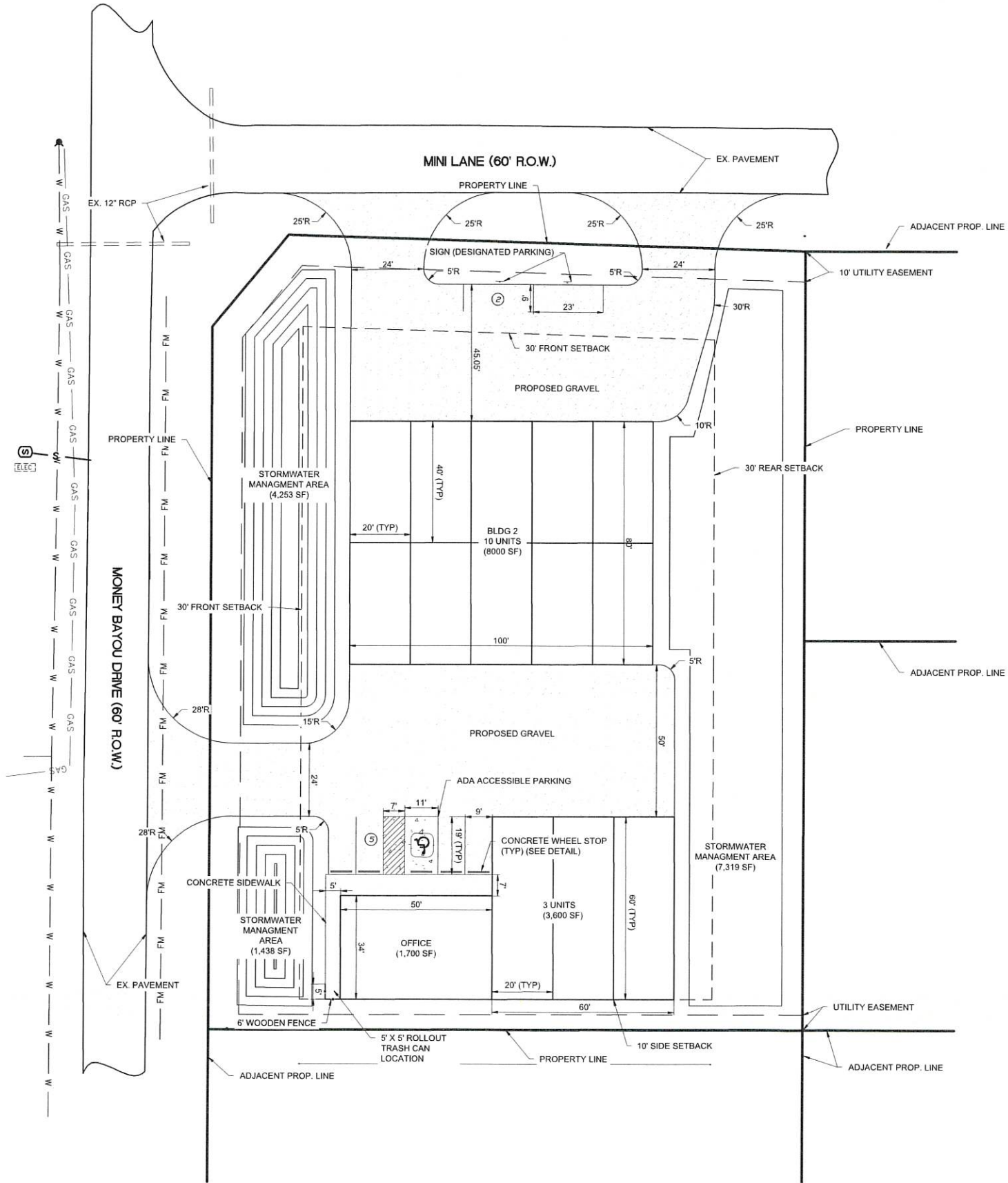
TUCKER SHAYER
LOT 11 SWEETWATER BAYOU
ORANGE BEACH, AL 36561

ELEVATIONS

PLAN NAME:

SHAYER
ELEVATIONS

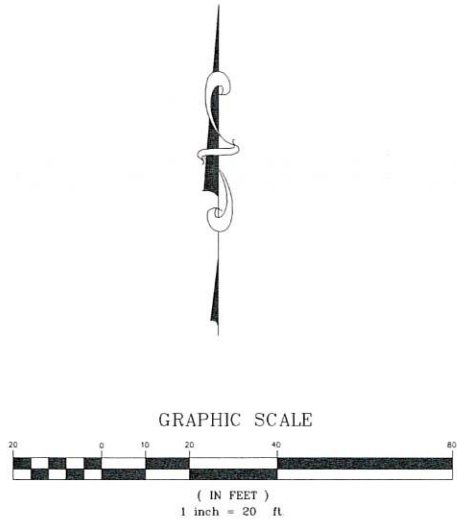
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DATE PLOTTED:	NOV 11 2022
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	SHEET 1 OF X



SITE DATA TABLE	
PARCEL NUMBER	05-66-01-01-4-001-003.004 05-66-01-01-4-001-003.005
SITE AREA	1.15 (AC)
CURRENT ZONING	GB (GENERAL BUSINESS)
SETBACK	
FRONT:	30'
REAR:	30'
SIDE:	10'
LOT WIDTH:	196'
TOTAL BUILDING AREA:	13,300 SF (27% OF TOTAL LOT AREA)
PARKING REQUIRED	7 (1 SPACES PER 280 SF GROSS FLOOR AREA OF OFFICE)
PARKING PROVIDED	7 SPACES
IMPERVIOUS SURFACES:	27,285 SF (54% OF TOTAL LOT AREA)
LANDSCAPE AREA:	23,094 SF (46%)

SITE LAYOUT LEGEND	
	GRAVEL PAVING
	CONCRETE SIDEWALK (SEE DETAIL)
	CONCRETE PAVING (SEE DETAIL)
	PARKING STALL COUNT

- NOTES:
- SEE SHEET C0.1 FOR GENERAL SITE LAYOUT NOTES.
 - THERE WILL BE NO OUTSIDE STORAGE OF BOATS, VEHICLES, EQUIPMENT, MATERIALS, SUPPLIES, ETC.



ISSUE ISSUED FOR REVIEW NOT FOR CONSTRUCTION-07/06/23

PROJECT ADDRESS:
4402 MONEY BAYOU DR
ORANGE BEACH, ALABAMA

SHEET TITLE
SITE LAYOUT PLAN

PROJECT NAME:
MONEY BAYOU
STORAGE BUILDINGS

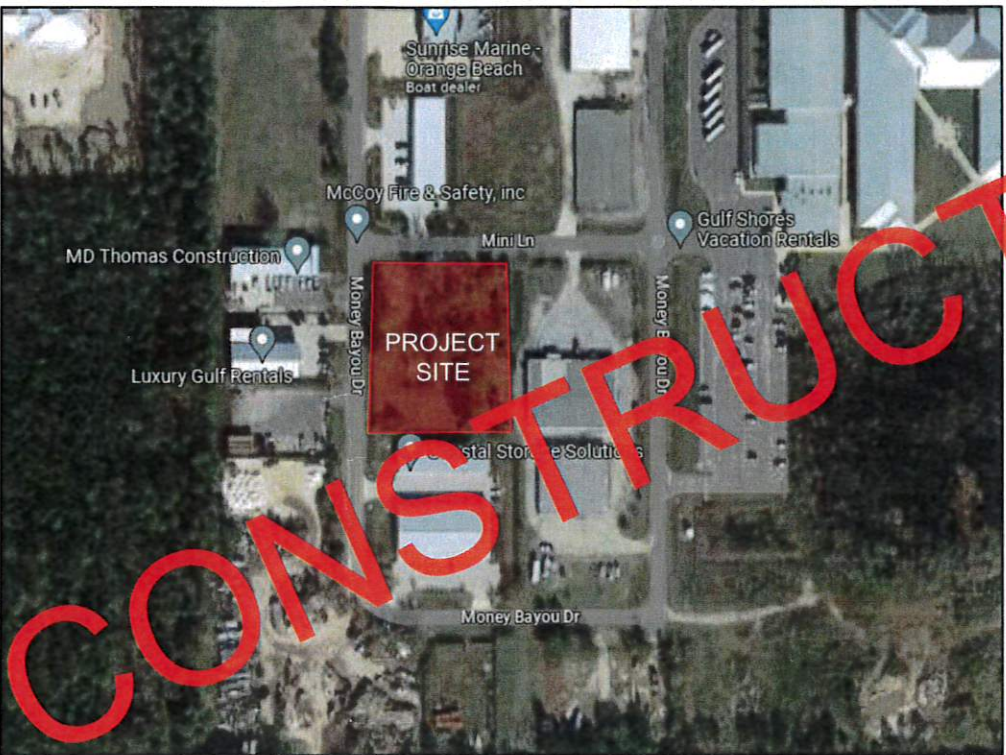
DRAWN BY:
CLD
CHECKED BY:
DAD
PROJECT No.:
F_SHAW00013
DATE:
July 27, 2023
SHEET NO.:

CIVIL CONSTRUCTION DOCUMENTS FOR MONEY BAYOU STORAGE BUILDINGS

4402 MONEY BAYOU DR
ORANGE BEACH, ALABAMA



FEMA'S NATIONAL FLOOD HAZARD VIEWER
PER FEMA 01003C0961M, THIS SITE
IS LOCATED IN ZONE X.
N.T.S.



VICINITY MAP
N.T.S.

Sheet List Table	
Sheet Number	Sheet Title
C0.0	COVER SHEET
C0.1	GENERAL NOTES
1 OF 1	SURVEY
C1.0	EROSION CONTROL PLAN PHASE 1
C2.0	SITE LAYOUT PLAN
C3.0	SITE GRADING AND DRAINAGE PLAN
C3.1	STORM SEWER PROFILES
C4.0	SITE UTILITY PLAN
C5.0	EROSION CONTROL PLAN PHASE 2
C6.0	CIVIL DETAILS
C6.1	EROSION CONTROL DETAILS
LP100	LANDSCAPE PLANTING PLAN (BY OTHERS)
LP500	LANDSCAPE PLANTING DETAILS (BY OTHERS)
LI100	LANDSCAPE IRRIGATION PLAN (BY OTHERS)
LI500	LANDSCAPE IRRIGATION DETAILS (BY OTHERS)

PROJECT CONTACTS

CITY OF ORANGE BEACH
BUILDING DEPARTMENT - 251-974-5398
ENGINEERING DEPARTMENT - 251-981-6826
PLANNING & ZONING - 251-980-1275

UTILITY PROVIDERS
OBA WATER & SEWER - 251-981-4233
BALDWIN EMC -251-989-0436

OWNER
SPI PROPERTIES LLC
28315 BURKART DR
ORANGE BEACH, AL
(251) 609-9292
CONTACT: TUCKER SHAVER

CIVIL ENGINEER
ENGINEERING DESIGN GROUP, LLC
21106 STATE HIGHWAY 98
FOLEY, AL 36535
(251) 0943 - 8960
CONTACT: DAVID DICIARA, P.E.

SURVEYOR
ENGINEERING DESIGN GROUP, LLC
21106 STATE HIGHWAY 98
FOLEY, AL 36535
(251) 943 - 8960
CONTACT: CRAIG JOHNSON, P.L.S.

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JUL 31 2023

O.B. COMMUNITY DEV.

0801-cu-23
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ENGINEERING DESIGN GROUP
PELHAM, AL
120 BISHOP CIRCLE SUITE 300
PELHAM, AL 35124
(205) 403 - 9158
FOLEY, AL
1000 E. LAUREL STREET
FOLEY, AL 36535
(251) 943 - 8960

ISSUED FOR REVIEW NOT FOR CONSTRUCTION-07/06/23

PROJECT ADDRESS:
4402 MONEY BAYOU DR
ORANGE BEACH, ALABAMA

SHEET TITLE:
COVER SHEET

PROJECT NAME:
MONEY BAYOU
STORAGE BUILDINGS

DRAWN BY:
CLD
CHECKED BY:
DAD
PROJECT No.:
F_SHAV00013
DATE:
July 31, 2023
SHEET NO.

T:\F_SHAV0013 - LOT 12 - MONEY BAYOU\ENGINEERING\DWG\COVER AND NOTES.DWG - last plotted 7/31/23 by COLIN DAVIS

GENERAL NOTES:

- EDG SHALL NOT HAVE AUTHORITY OVER THE SITE OR BUILDING CONTRACTOR'S WORK OR RESPONSIBILITIES. EDG IS NOT RESPONSIBLE FOR SITE SAFETY PROCEDURES OR METHODS OF CONSTRUCTION.
- ALL EXISTING UTILITIES SHOWN ON THESE DRAWINGS ARE APPROXIMATE AND OTHER UTILITIES MAY EXIST. CONTRACTOR MUST HAVE EXISTING UTILITIES LOCATED BY UNDERGROUND LINE LOCATORS AS WELL AS FIELD VERIFIED BY ONSITE PERSONNEL PRIOR TO ORDERING MATERIALS OR BEGINNING CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO EDG IMMEDIATELY.
- EXISTING UTILITIES TO REMAIN MAY BE LOCATED WITHIN PROPOSED DEMOLITION AREAS. CONTRACTOR SHALL USE EXTREME CAUTION WHILE WORKING IN THESE AREAS TO ENSURE NO UTILITY SERVICE INTERRUPTIONS TO FACILITIES THAT REMAIN OR TO ADJACENT PROPERTIES.
- ALL EXISTING IMPROVEMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE REMOVED UNLESS SPECIFICALLY NOTED, "TO REMAIN".
- THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT ADJACENT PROPERTIES AND IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING IMPROVEMENTS ON OR OFF SITE DUE TO THE CONSTRUCTION OF THIS PROJECT. ANY DAMAGE WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL VERIFY SITE BOUNDARY AND EXISTING TOPOGRAPHY. NOTIFY EDG OF ANY DISCREPANCIES PRIOR TO SUBMITTING PRICES OR ORDERING MATERIALS
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL BENCHMARKS AND PROPERTY CORNERS. ANY REPLACEMENT WILL BE AT THE CONTRACTOR'S EXPENSE.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS REQUIRED TO CONSTRUCT THIS PROJECT AND PAY ALL PERMIT FEES. ALL PERMITS MUST BE IN-HAND PRIOR TO CONSTRUCTION.
- BOUNDARY AND TOPOGRAPHIC INFORMATION PERFORMED BY EDG.
- TOPOGRAPHIC INFORMATION WAS PERFORMED VIA GROUND RUN FORMAT.

SITE DEMOLITION NOTES:

- CONTRACTOR TO COORDINATE WITH OWNER PRIOR TO ANY DEMOLITION REGARDING ITEMS TO BE SALVAGED, RECYCLED, AND REUSED. CONTRACTOR SHALL REMOVE ITEMS TO BE SALVAGED WITH EXTREME CAUTION TO PREVENT DAMAGE. CONTRACTOR SHALL TURN ALL SALVAGED ITEMS OVER TO OWNER.
- REFER TO SITE GRADING AND UTILITY PLANS FOR PROPOSED UTILITY AND DRAINAGE INSTALLATION AND REMOVAL.
- REFER TO LAYOUT AND LANDSCAPE PLANS FOR ADDITIONAL INFORMATION RELATING TO PAVING, CURB, SIDEWALKS, HARDSCAPES, ETC.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL, RELOCATION OR PROTECTION OF ALL ABOVE AND BELOW GROUND EXISTING IMPROVEMENTS THAT ARE IN CONFLICT WITH THE PROPOSED IMPROVEMENTS UNLESS NOTED.
- ALL DEMOLITION AND CONSTRUCTION DEBRIS SHALL BE TRANSPORTED AND DISPOSED OF AT LEAST WEEKLY IN A LEGAL AND APPROVED MANNER.
- ALL EXISTING PAVING, CURBS, HARDSCAPE, ETC. SHALL BE SAW CUT AT THE LIMITS OF REMOVAL IN ORDER TO PROVIDE A CLEAN EDGE. EXISTING PAVING AT EDGE SHALL BE MILLED BACK A MINIMUM OF 8" TO ENSURE SMOOTH TRANSITION.

LAYOUT NOTES:

- ALL HANDICAP RAMPS, SIGNS, SYMBOLS, AND PAINTED ISLANDS AND ACCESS ROUTES MUST CONFORM TO THE LATEST ADA REQUIREMENTS.
- THE MAXIMUM SLOPE IN HANDICAP PARKING AREAS SHALL NOT EXCEED 2.0% GRADE IN ANY DIRECTION. SLOPE IN THE DIRECTION OF TRAVEL IN ALL HANDICAP ACCESS ROUTES SHALL NOT EXCEED 5.0% GRADE AND 2.0% CROSS SLOPE.
- ALL DIMENSIONS AND COORDINATES SHOWN ARE TO THE OUTSIDE FACE OF BUILDING, OR TO THE EDGE OF SURFACING UNLESS OTHERWISE NOTED. REFER TO ARCHITECTURAL PLANS FOR SPECIFIC BUILDING INFORMATION.
- ALL STRIPING TO BE PER THE LATEST EDITION OF THE MUTCD UNLESS NOTED OTHERWISE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING A SITE CONSTRUCTION TRAFFIC CONTROL PLAN AND OBTAINING ANY REQUIRED APPROVALS FROM THE LOCAL JURISDICTIONAL AUTHORITY. THE SITE CONSTRUCTION TRAFFIC CONTROL PLAN SHALL TAKE INTO ACCOUNT THE ENTERING AND EXITING OF CONSTRUCTION TRAFFIC ONTO THE ROADWAY AND THE IMPACT TO THE FLOW OF TRAFFIC. THIS PLAN SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MUTCD. THIS SITE CONSTRUCTION TRAFFIC CONTROL PLAN SHALL BE IN ADDITION TO ANY TRAFFIC CONTROL PLAN PROVIDED IN THE PLAN SET FOR ROADWAY IMPROVEMENTS.
- CONTRACTOR IS RESPONSIBLE FOR ADJUSTING ELEVATIONS OF ALL AT-GRADE STRUCTURES AND UTILITIES TO REMAIN (VALVE BOXES, MANHOLES, INLETS, VAULTS, ETC) TO MATCH PROPOSED FINISHED GRADES.

GRADING NOTES:

- THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING COMPACTION TESTING.
- ALL TOPSOIL SHALL BE STRIPPED WITHIN THE PROPOSED LIMITS OF GRADING AND SHALL BE STOCKPILED ON-SITE IN AN APPROVED LOCATION FOR LATER USE WITH ANY EXCESS TO BE DISPOSED OF OFF-SITE ONCE ALL LANDSCAPED AREAS HAVE BEEN BROUGHT TO FINISH GRADE UNLESS OTHERWISE NOTED ON THE PLANS.
- SUBGRADE SHALL BE PROOF ROLLED WITH A TRIAXLE DUMP TRUCK HEAPED FULL WITH ALABAMA HIGHWAY DEPARTMENT TYPE B CRUSHED STONE AGGREGATE AND APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACING FILL. ANY AREAS SHOWING SIGNS OF PUMPING, RUTTING, OR ANY UNSUITABLE (ORGANIC, SOFT, WET, LOOSE) MATERIAL FOUND IN PLACE SHALL BE UNDERCUT AND REPLACED, OR MOISTURE CONDITIONED AND COMPACTED TO THE SPECIFIED DENSITY AND MOISTURE CONTENT LISTED BELOW.
- ALL EXPOSED SUBGRADE SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 12" AND RECOMPACTED TO THE SPECIFIED DENSITY AND MOISTURE CONTENT LISTED BELOW.
- CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING THE SUBGRADE AFTER IT HAS BEEN INITIALLY PREPPED DUE TO INCLEMENT WEATHER AND CONSTRUCTION TRAFFIC.
- FILL MATERIAL SHALL HAVE THE FOLLOWING PROPERTIES: VIRTUALLY FREE OF ORGANICS, NO ROCK FRAGMENTS GREATER THAN 4" WITHIN 4' OF FINISH GRADE, LIQUID LIMIT NOT EXCEEDING 50, PLASTICITY INDEX NOT EXCEEDING 30, MINIMUM STANDARD PROCTOR (ASTM D-698) OF 100 PCF, COMPACTED 98% IN PAVED AND STRUCTURAL AREAS, 95% NON-STRUCTURAL AND LANDSCAPED AREAS, PLACED IN 8" LOOSE LIFTS, AND WITHIN ±2.0% OF OPTIMUM MOISTURE CONTENT. STRUCTURAL AREAS INCLUDE ZONES OF INFLUENCE AROUND THE BUILDING, PAVEMENT AREAS, FILL SLOPES, ETC.
- COMPACTION TESTS SHALL BE TAKEN AT THE RECOMMENDATION OF THE ON-SITE GEOTECHNICAL ENGINEER, BUT AT A MINIMUM EVERY 2,500 SQUARE FEET OF AREA PER 8" LIFT.
- COMPACTION WITHIN LIMITED SPACES (I.E. MANHOLES, INLETS, UTILITY TRENCHES) SHOULD BE BACKFILLED AND COMPACTED SYSTEMATICALLY, AT THE DIRECTION OF THE ON-SITE GEOTECHNICAL ENGINEER. STONE BACKFILL SHALL BE INSTALLED IN 12" LOOSE LIFTS AND COMPACTED WITH 6-8 PASSES OF A VIBRATORY COMPACTOR
- CLEARING LIMITS SHALL BE 5' OUTSIDE OF ALL PROPOSED GRADED AREAS OR NOT BEYOND THE PROPERTY LINES WHICHEVER IS LESS.
- NO GRADING OFF-SITE OR IN ANY ROAD RIGHT-OF-WAY WITHOUT PROPER APPROVALS AND PRIOR NOTIFICATION.
- COORDINATE THE SEQUENCING OF ALL GRADING OPERATIONS WITH THE EROSION CONTROL PLAN.
- THE MAXIMUM SLOPE IN HANDICAP PARKING AREAS SHALL NOT EXCEED 2.0% GRADE IN ANY DIRECTION. SLOPE IN THE DIRECTION OF TRAVEL IN ALL HANDICAP ACCESS ROUTES SHALL NOT EXCEED 5.0% GRADE AND 2.0% CROSS SLOPE.
- ALL GRADING ADJACENT TO EXISTING OR PROPOSED BUILDINGS SHALL BE SLOPED AWAY FROM THE STRUCTURES AT A MINIMUM OF 1.0% GRADE. THE CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AWAY FROM THE STRUCTURES. NOTIFY EDG OF ANY DISCREPANCIES.
- PROPOSED GRADES INDICATED ON THIS PLAN ARE TO FINISH GRADE. THE CONTRACTOR SHALL MAKE SUBGRADE ADJUSTMENTS FOR TOPSOIL, PAVING, BUILDING PAD, ETC.
- ALL PROPOSED STORM INLETS (GRATES, CURB, YARD, AREA DRAINS) SHALL BE LOCATED AT THE LOWPOINTS. GRADING SHALL BE TO DIRECT RUNOFF TO THESE INLETS. NOTIFY EDG OF ANY DISCREPANCIES.
- STORM DRAINAGE SYSTEMS SHALL BE CONSTRUCTED FROM DOWNSTREAM TO UPSTREAM. VERIFY ALL PIPE SLOPES, INVERTS, AND POINTS OF CONNECTION PRIOR TO CONSTRUCTION. NOTIFY EDG OF ANY DISCREPANCIES.

- FILL SLOPES SHOULD BE BENCHED INTO THE EXISTING SLOPES AND SHOULD BE COORDINATED WITH THE ONSITE GEOTECHNICAL ENGINEER FOR BENCH DETAILS (HEIGHT AND DEPTH OF BENCH INTO THE SLOPE.)
- NO GEOTECHNICAL REPORT IS AVAILABLE FOR THIS PROJECT. THE CONTRACTOR SHALL VISIT THE SITE AND COMPLETE ANY EXPLORATIONS THAT IT FEELS NECESSARY IN ORDER TO PROVIDE A SATISFACTORY BID.

STORM DRAINAGE NOTES:

- THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON ALL STORM PIPE MATERIALS TO EDG PRIOR TO INSTALLATION AND/OR FABRICATION.
- ALL PROPOSED STORM INLETS (GRATES, CURB, YARD, AREA DRAINS) ARE TO BE LOCATED AT THE LOWPOINTS. GRADING SHALL BE TO DIRECT RUNOFF TO THESE INLETS. NOTIFY EDG OF ANY DISCREPANCIES.
- STORM DRAINAGE SYSTEMS SHALL BE CONSTRUCTED FROM DOWNSTREAM TO UPSTREAM. VERIFY ALL PIPE SLOPES, INVERTS, AND POINTS OF CONNECTION PRIOR TO CONSTRUCTION. NOTIFY EDG OF ANY DISCREPANCIES.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED STORM PIPE GRADES AND POINTS OF CONNECTION PRIOR TO INSTALLATION. EDG SHALL BE NOTIFIED OF ANY DEVIATIONS PRIOR TO CONSTRUCTION.
- PROPOSED STORM PIPES 30" AND LESS SHALL BE BEDDED IN 4" OF CRUSHED AGGREGATE AND STORM PIPES 36" AND GREATER SHALL BE BEDDED IN A 6" OF CRUSHED AGGREGATE.
- ALL RIP RAP SHALL BE CLASS 2 PER THE ALABAMA DEPT. OF TRANSPORTATION (ALDOT) STANDARD SPECIFICATIONS UNLESS OTHERWISE NOTED.
- ALL STORM PIPES 15" AND LESS SHALL BE SMOOTH LINED HIGH DENSITY POLYETHYLENE (HDPE) OR SCHEDULE 40 POLYVINYL CHLORIDE (PVC) WITH WATER-TIGHT JOINTS UNLESS OTHERWISE NOTED. INSTALLED PER MANUFACTURERS RECOMMENDATIONS.]ALL STORM PIPES 18" AND GREATER SHALL BE CLASS 3 REINFORCED CONCRETE PIPE (RCP) BELL AND SPIGOT INSTALLED WITH WATERTIGHT JOINTS UNLESS OTHERWISE NOTED.
- ALL STORM MANHOLES SHALL BE HANSON CONCRETE OR APPROVED EQUAL PRECAST CONE, RISER, AND BASE SECTIONS WITH GASKETED JOINTS MEETING ADOT SPECIAL DRAWING # MH-621-2.
- ALL SLOPE PAVED HEADWALLS SHALL BE PER ALDOT SPECIAL DRAWING #HW-614-SP.
- ALL FLARED END SECTIONS SHALL BE PER ALDOT SPECIAL DRAWING # FE-619.
- ALL IMPACT DISSIPATING HEADWALLS SHALL BE PER ALDOT SPECIAL DRAWING #ID-621.
- ALL SINGLE AND DOUBLE WING CURB INLETS SHALL BE PER ALDOT SPECIAL DRAWING # I-621-S, TYPE S3 FOR 15" TO 30" STORM PIPES AND TYPE S4 FOR 36" TO 54" STORM PIPES.
- ALL YARD INLETS SHALL BE HANSON CONCRETE OR APPROVED EQUAL PRECAST INLET BOXES 3'-1" x 3'-1" OR 4'2 x 4'-2" DEPENDING ON MAXIMUM PIPE DEFLECTIONS. YARD INLET TOP TO BE PRECAST WITH A RING AND COVER ACCESS PROVIDED THROUGH THE TOP.
- ALL ROADSIDE DITCH INLETS SHALL BE PER ALDOT SPECIAL DRAWING # I-621-C.
- ALL CONCRETE COLLARS SHALL BE PER ALDOT SPECIAL DRAWING # CC-530.
- ALL BURIED JUNCTION BOXES SHALL BE PER ALDOT SPECIAL DRAWING # JB-620-B OR TB-620-C DEPENDING ON FILL HEIGHT.
- CONTRACTOR SHALL PROVIDE CAST IRON DOWNSPOUT BOOTS, CLEANOUTS AND COLLECTOR LINES FROM ALL EXTERIOR DOWNSPOUTS TO CONNECT TO PRIMARY STORM DRAINAGE SYSTEM. COORDINATE WITH EXTERIOR ELEVATIONS, ROOF AND PLUMBING PLANS FOR DOWNSPOUT LOCATIONS. COORDINATE DOWNSPOUT MODEL NUMBER WITH THE ARCHITECT.
- CONTRACTOR SHALL COORDINATE ROOF DRAIN COLLECTOR LINES, DOWNSPOUTS AND BOOTS WITH FOOTING ELEVATIONS ON THE STRUCTURAL PLANS PRIOR TO POURING FOOTINGS. TOP OF FOOTINGS SHALL BE A MINIMUM OF 3' BELOW GRADE AT ALL ROOF DRAIN DOWNSPOUT LOCATIONS TO ENSURE ADEQUATE COVER TO TRANSITION TO BELOW GRADE PIPING.
- PROVIDE 4" PVC SCHEDULE 40 GRAVITY DRAIN LINE FROM ALL BELOW GRADE UTILITY VAULTS TO THE NEAREST STORM DRAINAGE INLET OR DAYLIGHT AT GRADE.

EROSION CONTROL NOTES:

- SITE EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL LAWS, CODES, AND REGULATIONS.
- THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING A "NOTICE OF INTENT"(NOI) FROM ADEM. THE OWNER CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MONITORING, INSPECTIONS, ETC. TO ENSURE THE OWNER THAT THE SITE IS AT ALL TIMES IN ACCORDANCE WITH ADEM. RULES & REGULATIONS. DOCUMENTATION OF INSPECTIONS BY A Q.C.I. OR Q.C.P. SHALL BE MAINTAINED BY THE CONTRACTOR AND PROVIDED TO THE OWNER AT HIS/HER REQUEST. ANY AND ALL FEES, FINES, ETC., SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING THE CONSTRUCTION PROCESS AND UNTIL ALL DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED. ALL EROSION CONTROL INSTALLATION AND MAINTENANCE SHALL BE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE AT NO ADDITIONAL COST TO THE OWNER.
- EROSION CONTROL DEVICES SHOWN ON THESE PLANS ARE A MINIMUM AND ARE DEPENDENT ON THE CONTRACTOR'S CONSTRUCTION PHASING OF THE PROJECT. ADDITIONAL DEVICES SHALL BE INSTALLED AS REQUIRED TO PREVENT SILTATION, EROSION AND OTHER DEGRADATION OR POLLUTION TO THE SITE OR ADJACENT PROPERTIES, STREAMS, DITCHES, AND PUBLIC ROADWAYS. ADDITIONAL MEASURES MAY INCLUDE, AS MINIMUM, TEMPORARY SEDIMENT BASINS, CONSTRUCTION EXITS PAD, VEHICLE WASH RACKS, SILT FENCING, STRAW AND RIP RAP CHECK DAMS, DIVERSION DITCHES, ETC. THESE ADDITIONAL MEASURES SHALL BE AT NO ADDITIONAL COST TO THE OWNER.
- EROSION CONTROL DEVICES SHALL INCLUDE, BUT NOT LIMITED, TO THE FOLLOWING DEVICES: SILT FENCING, BRUSH BERMS, SEDIMENT BASINS, DETENTION PONDS, STRAW WATTLES, CHECK DAMS, FILTER BERMS, JUTE MATTING, VEGETATIVE FILTER STRIPS, TURF REINFORCEMENT MAT, DIVERSION BERMS, ETC.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EROSION CONTROL DEVICES IN GOOD OPERATING CONDITION DURING ALL LAND DISTURBING ACTIVITIES. THIS RESPONSIBILITY SHALL INCLUDE THE CLEANUP AND/OR REPAIRS TO THE DEVICES AT NO ADDITIONAL COST TO THE OWNER.
- EROSION CONTROL DEVICES SHALL BE MONITORED AND MAINTAINED UNTIL THE SITE HAS BEEN PERMANENTLY STABILIZED AND AFTER EACH RAINFALL GREATER THAN 0.75 INCHES IN A 24 HOUR PERIOD, ANY WIND GUSTS GREATER THAN 25 MPH, AND ANY SUSTAINED WINDS GREATER THAN 20 MPH IN A 24 HOUR PERIOD.
- AFTER ALL LAND DISTURBANCE ACTIVITIES HAVE CEASED AND AFTER ALL DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED, THE EROSION CONTROL DEVICES SHALL BE REMOVED BY THE CONTRACTOR AND THE AREA CLEANED AND DRESSED.
- DEWATERING OPERATIONS MAY NOT BE DISCHARGED IN A MANNER THAT CAUSES EROSION OF THE SITE OR POLLUTION TO ADJACENT PROPERTIES, STREAMS, DITCHES, OR PUBLIC ROADWAYS.
- A GRAVELED ACCESS DRIVE OF SUFFICIENT SIZE SHALL BE AT EACH SITE ENTRANCE/EXIT TO PREVENT TRACKING OF DIRT AND SEDIMENT ONTO PUBLIC OR PRIVATE ROADWAYS. IF SEDIMENT REACHES THE ROADWAY, THEN IT MUST BE CLEANED AT THE END OF EACH WORKDAY.
- ALL LAND DISTURBANCE ACTIVITIES SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE EXPOSURE OF BARE AREAS AT ANY ONE TIME.
- ALL DISTURBED AREAS LEFT INACTIVE FOR MORE THAN 13 DAYS SHALL BE SEEDED AND MULCHED IN ACCORDANCE WITH ALDOT SPECIFICATIONS SECTION 652 AND 656.
- ALL PREVIOUSLY GRADED AREAS SHALL RECEIVE 4 INCHES OF TOPSOIL AND PERMANENT GRASSING UNLESS OTHERWISE INDICATED ON THE LANDSCAPE PLAN.
- PRIOR TO SITE CLEARING, ALL PERIMETER SILT FENCING, BRUSH BERMS, ETC. AND GRAVELED ACCESS DRIVES SHALL BE INSTALLED.
- ALL EXISTING STREAMS, DITCHES, ETC. SHALL BE PROTECTED FROM SEDIMENTS AND SILTS BY SILT FENCING, WATTLES, BRUSH BERMS, ETC.
- WATTLES OR SILT FENCING SHALL BE INSTALLED AT ALL INLETS UPON THE COMPLETION OF EACH INLET AS INSTALLED.
- RIP RAP SHALL BE PLACED AT EACH HEADWALL IMMEDIATELY FOLLOWING CONSTRUCTION OF EACH HEADWALL.
- GEOTEXTILE SHALL BE PLACED ON ALL 3:1 SIDE SLOPES. GEOTEXTILE SHALL BE NORTH AMERICAN

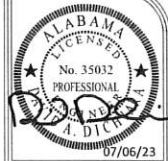
GREEN S150 OR APPROVED EQUAL UNLESS OTHERWISE NOTED ON PLANS. ALL GEOTEXTILES SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS.

UTILITY NOTES:

- CONTRACTOR TO COORDINATE WITH OWNER PRIOR TO ANY DEMOLITION REGARDING ITEMS TO BE SALVAGED, RECYCLED, AND REUSED. CONTRACTOR SHALL REMOVE ITEMS TO BE SALVAGED WITH EXTREME CAUTION TO PREVENT DAMAGE. CONTRACTOR SHALL TURN ALL SALVAGED ITEMS OVER TO OWNER.
- THE SITE CONTRACTOR IS RESPONSIBLE FOR COMPLETING ALL UTILITY SERVICES (WATER, SEWER, GAS, ELECTRICAL, TELEPHONE, CABLE TV) FROM THE POINT THE RESPECTIVE UTILITY COMPANY COMPLETES THEIR WORK TO THE POINT OF CONNECTION AT THE BUILDING.
- REFER TO ARCHITECTURAL, MECHANICAL, PLUMBING, ELECTRICAL, ETC. PLANS FOR ALL PROPOSED UTILITY POINTS OF CONNECTION AT THE BUILDING. NOTIFY ARCHITECT, EDG OF ANY DISCREPANCIES.
- GRAVITY SEWER SYSTEMS SHALL BE CONSTRUCTED FROM DOWNSTREAM TO UPSTREAM. VERIFY ALL PIPE SLOPES, INVERTS, AND POINTS OF CONNECTION PRIOR TO CONSTRUCTION. NOTIFY EDG OF ANY DISCREPANCIES.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED GRAVITY SEWER PIPE GRADES AND POINTS OF CONNECTION PRIOR TO INSTALLATION. EDG SHALL BE NOTIFIED OF ANY DEVIATIONS PRIOR TO CONSTRUCTION.
- BACKFLOW PREVENTION AND METERING SHALL BE PROVIDED ON THE FIRE, DOMESTIC, AND IRRIGATION SERVICES IN ACCORDANCE WITH THE LOCAL UTILITY COMPANY AND FIRE DEPARTMENT'S REQUIREMENTS. BACKFLOW PREVENTION FOR THE DOMESTIC AND IRRIGATION SYSTEMS SHALL BE REDUCED PRESSURE PRINCIPAL (RPZ) INSTALLED IN ABOVE GROUND BOXES. THE FIRE SERVICE SHALL HAVE A REDUCED PRESSURE PRINCIPAL (RPZ) IN AN ABOVE GROUND BOX OR DOUBLE DETECTOR CHECK VALVES IN A BELOW GRADE BOX.
- WATER MAINS 4 INCHES IN DIAMETER AND GREATER SHALL BE DIP(CL.350) OR PVC C900(CL.200 DR-14) AND WATER MAINS LESS THAN 3 INCHES IN DIAMETER SHALL BE TYPE "K" COPPER OR PVC (SCHD.40) UNLESS OTHERWISE INDICATED ON THE PLANS.
- WATER MAINS AND SERVICES SHALL BE A MINIMUM OF 10 FEET HORIZONTAL AND 2 FEET VERTICAL FROM ALL SANITARY SEWER MAINS AND LATERALS.
- WATER MAINS AND SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE LOCAL UTILITY COMPANY'S REQUIREMENTS. ALL MAINS AND SERVICES SHALL BE INSTALLED WITH A MINIMUM OF 36" COVER UNLESS OTHERWISE INDICATED ON PLANS.
- ALL SANITARY SEWER MAINS AND LATERALS SHALL BE C-900 OR PVC SDR-26 UNLESS OTHERWISE REQUIRED BY THE LOCAL UTILITY COMPANY.
- ALL UNDERGROUND [ELECTRICAL, TELEPHONE, AND CABLE TV] SHALL BE INSTALLED IN PVC CONDUIT OR CONCRETE ENCASED DUCT BANK WITH PULL WIRE MEETING THE LOCAL UTILITY COMPANY'S REQUIREMENTS. INFORMATION SHOWN ON CIVIL DRAWINGS FOR REFERENCE ONLY. REFER TO ELECTRICAL PLANS FOR SPECIFIC INFORMATION.
- GAS SERVICE SHALL BE PER THE LOCAL UTILITY COMPANY'S REQUIREMENTS. INFORMATION SHOWN ON CIVIL DRAWINGS FOR REFERENCE ONLY. COORDINATE WITH MECHANICAL ENGINEER AND UTILITY COMPANY.
- UTILITY TRENCHES SHALL BE BACKFILLED WITH COMPACTED FILL PLACED IN 6 INCH LOOSE LIFTS. FILL SHALL BE COMPACTED TO 98% STANDARD PROCTOR AND OPTIMUM MOISTURE CONTENT WITHIN ±2.0%.
- WHEN INSTALLING UTILITIES IN EXISTING PAVED AREAS OR IN AREAS WHERE SOILS ARE CONSIDERED UNSUITABLE FOR BEDDING OR BACKFILLING, UTILITY TRENCHES SHALL BE BACKFILLED FULL DEPTH WITH CRUSHED AGGREGATE.
- WHERE UTILITIES ARE TO BE INSTALLED IN AREAS OF EXISTING [PAVING, HARDSCAPE, SIDEWALKS, ETC.] CONTRACTOR SHALL SAWCUT AND REMOVE EXISTING PAVING, HARDSCAPE, SIDEWALK ETC. AND REPLACE IN LIKE KIND AND RESTRIPE AS NECESSARY. BACKFILL TRENCH FULL DEPTH WITH STONE.
- CONTRACTOR IS RESPONSIBLE FOR ADJUSTING ELEVATIONS OF ALL AT-GRADE STRUCTURES AND UTILITIES TO REMAIN (VALVE BOXES, MANHOLES, INLETS, VAULTS, ETC) TO MATCH PROPOSED FINISHED GRADES.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING TAMPER SWITCHES AND ASSOCIATED CONDUIT, WIRING, ETC ON FIRE SERVICE POST INDICATOR VALVES AND VALVES IN PIT MOUNTED FIRE BACKFLOW PREVENTOR ASSEMBLIES. COORDINATE WITH FIRE PROTECTION AND ELECTRICAL PLANS.
- PROVIDE [4" PVC SCHEDULE 40, 4" DIP CL.350] GRAVITY DRAIN LINE FROM ALL BELOW GRADE UTILITY VAULTS TO THE NEAREST STORM DRAINAGE INLET OR DAYLIGHT AT GRADE.

CAUTION NOTICE TO CONTRACTOR:

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON MARKINGS AND/OR RECORDS BY OTHERS. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL ALABAMA 811 AS REQUIRED BY LAW TO HAVE PUBLIC UTILITIES MARKED. THE CONTRACTOR SHALL ALSO NOTIFY ANY OTHER APPROPRIATE UTILITY COMPANIES THAT MAY HAVE UTILITIES WITHIN THE CONSTRUCTION LIMITS AT LEAST 48 HOURS BEFORE ANY SITE DISTURBANCE OR EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.



EDG
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ISSUE	ISSUED FOR REVIEW NOT FOR CONSTRUCTION-07/06/23
REVISIONS	

PROJECT ADDRESS:
**4402 MONEY BAYOU DR
ORANGE BEACH, ALABAMA**

SHEET TITLE:
GENERAL NOTES

PROJECT NAME:
**MONEY BAYOU
STORAGE BUILDINGS**

DRAWN BY:
CLD

CHECKED BY:
DAD

PROJECT No.:
F_SHAV00013

DATE:
July 31, 2023

SHEET NO:
C019

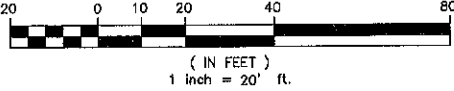
BOUNDARY AND TOPOGRAPHIC SURVEY
OF
LOTS 11 AND 12
SWEETWATER BAYOU SUBDIVISION

SITUATED IN SECTION 1,
TOWNSHIP 9 SOUTH, RANGE 4 EAST,
BALDWIN COUNTY, ALABAMA

ALABAMA WEST ZONE NAD 83

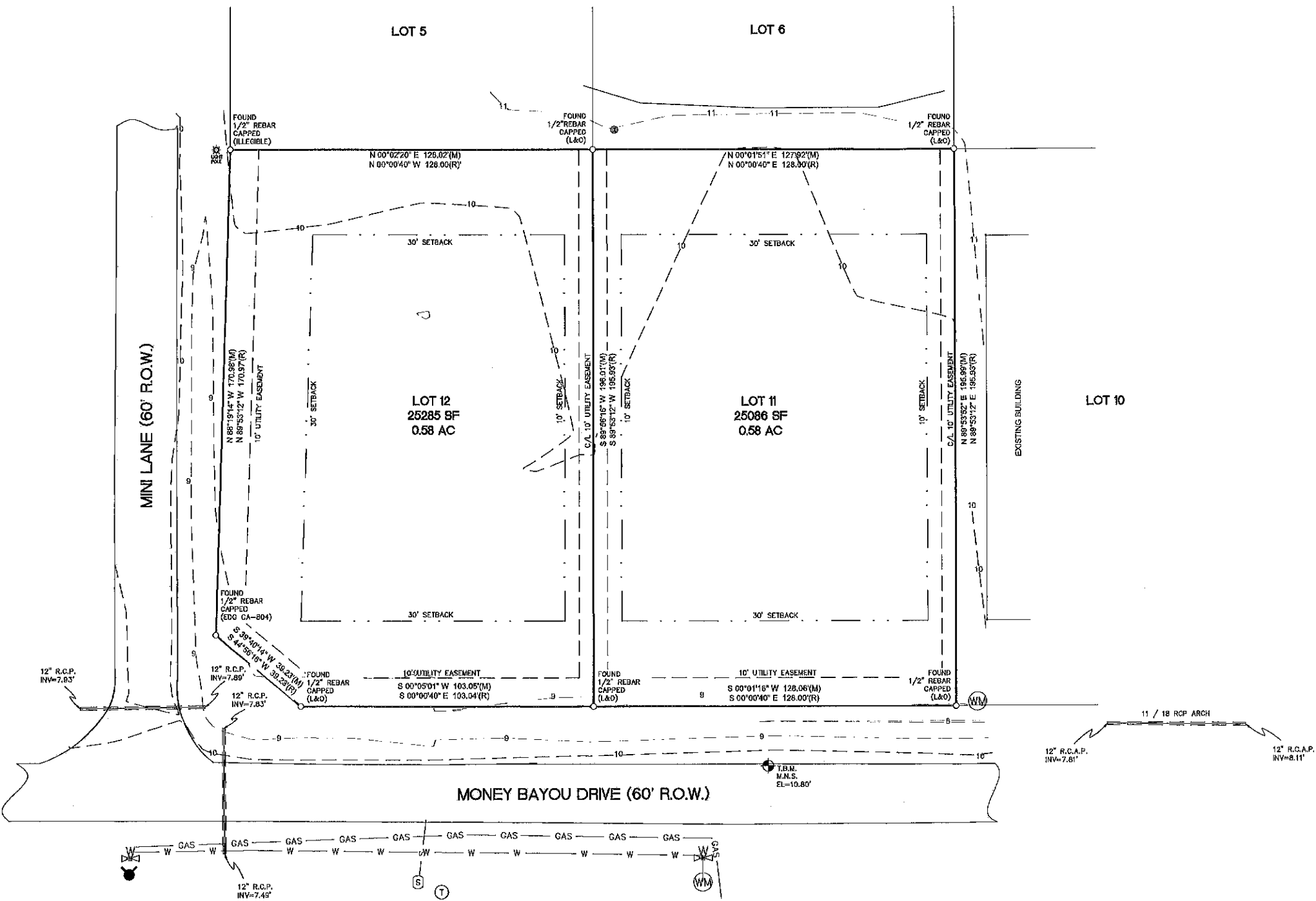
GRID NORTH

GRAPHIC SCALE



LEGEND

FL	FLOWLINE	⊕	BENCHMARK
SWI	SINGLE WING INLET	⊕	EXISTING SPOT ELEVATION
DWI	DOUBLE WING INLET	⊕	CONTROL POINT
RCP	REINFORCED CONCRETE PIPE	⊕	UTILITY POLE
CMP	CORRUGATED METAL PIPE	⊕	LIGHT POLE
PLASTIC	PLASTIC PIPE	⊕	FLOOD LIGHT
P	OVERHEAD ELECTRIC	⊕	GUY WIRE
UP	UNDERGROUND ELECTRIC	⊕	ELECTRIC BOX
T	TELEPHONE LINE	⊕	ELECTRICAL MANHOLE
FO	FIBER OPTIC LINE	⊕	TRAFFIC LIGHT POLE
W	WATER LINE	⊕	FIRE HYDRANT
G	GAS LINE	⊕	WATER VALVE
S	SANITARY LINE	⊕	WATER METER
X	FENCE	⊕	IRRIGATION CONTROL VALVE
W	WALL	⊕	SPRINKLER HEAD
A	ASPHALT	⊕	WATER WELL
■	GRATE INLET	⊕	TELEPHONE MANHOLE
⊕	YARD INLET	⊕	TELEPHONE PEDESTAL
⊕	SANITARY MANHOLE	⊕	GAS VALVE
⊕	CLEANOUT	⊕	GAS REGULATOR
⊕	SIGN	⊕	GAS METER
		⊕	STORM MANHOLE



DESCRIPTION:
PARCEL: 66-01-01-4-001-003.004
LOT 12 OF SWEETWATER BAYOU SUBDIVISION AS RECORDED ON SLIDE 2017-A IN THE OFFICE OF THE JUDGE OF
PROBATE IN BALDWIN COUNTY, ALABAMA.

- NOTES:
- NO TITLE SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY THIS FIRM AND LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS OF WAYS, RECORDED OR UNRECORDED. THE PARCEL SHOWN HEREON IS SUBJECT TO SETBACKS, EASEMENTS, ZONING, AND RESTRICTIONS THAT MAY BE FOUND IN THE PUBLIC RECORD OF SAID COUNTY.
 - ALL EASEMENTS AND RIGHT-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON.
 - THE UNDERGROUND UTILITIES HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR EXISTING DRAWINGS. HOWEVER, THERE MAY EXIST UNDERGROUND UTILITIES OR BURIED PIPES WHICH WERE NOT LOCATED OR OF WHICH THE SURVEYOR HAS NO KNOWLEDGE. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED BECAUSE THE UNDERGROUND UTILITIES WERE NOT PHYSICALLY LOCATED.
 - BEARINGS SHOWN HEREON ARE RELATIVE TO THE ALABAMA STATE PLANE COORDINATE SYSTEM GRID AZIMUTH (ALABAMA WEST ZONE) (NAD 83) AND WERE DETERMINED USING GPS OBSERVATION.
 - ACCORDING TO THE FLOOD INSURANCE RATE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR ALABAMA (COMMUNITY PANEL 010030061M, EFFECTIVE DATE 04/10/2019), THIS SITE LIES WITHIN ZONE X, DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".
 - SURVEY PREPARED FOR: TUCKER SHAWER.
 - THIS SURVEY IS VALID ONLY WITH AN ORIGINAL SIGNATURE AND A LEGIBLE SEAL.

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

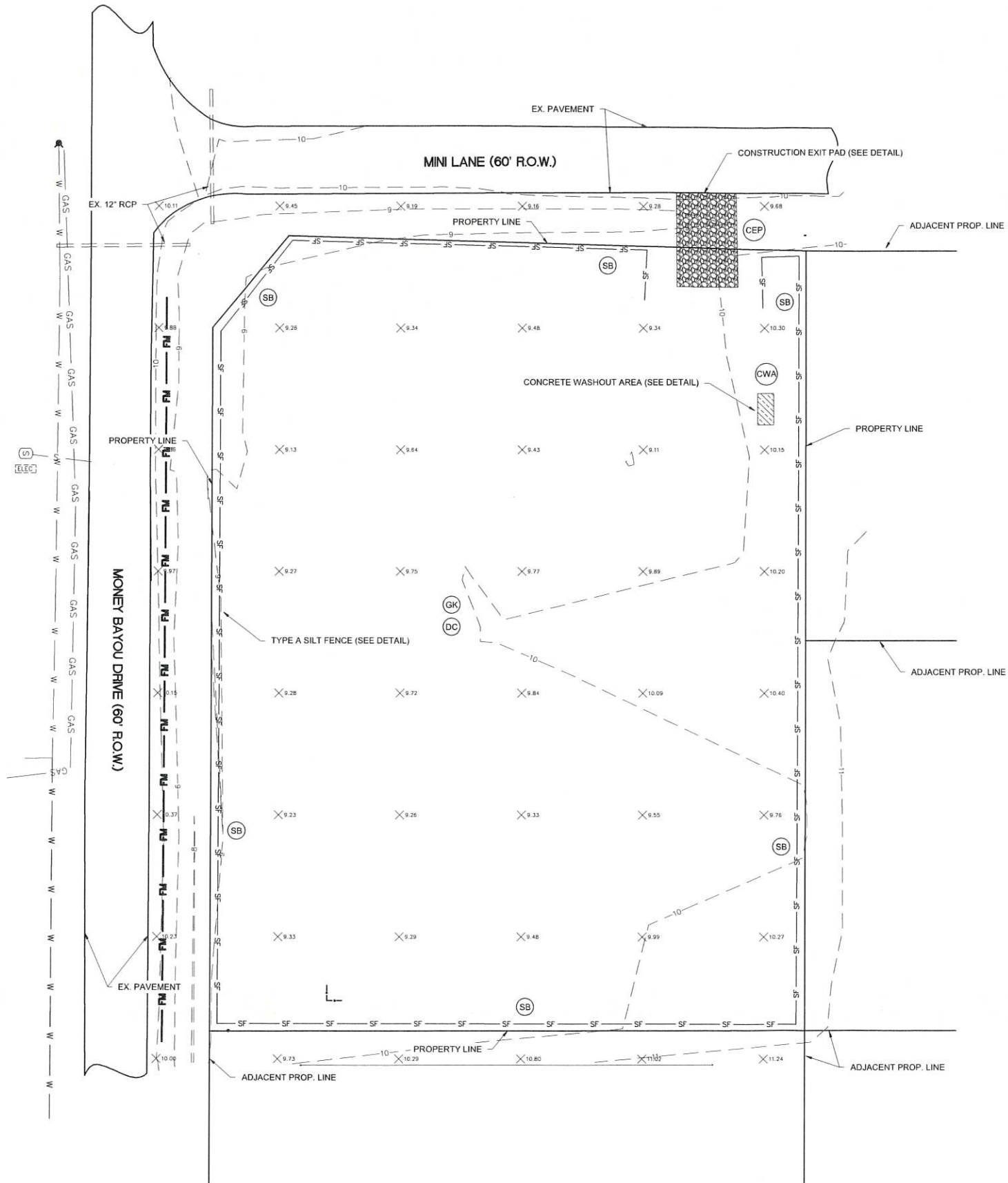
SURVEYOR:

B.C. JOHNSON
DATE: July 7, 2023
ALABAMA LICENSE NO. 23004



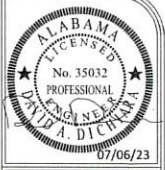
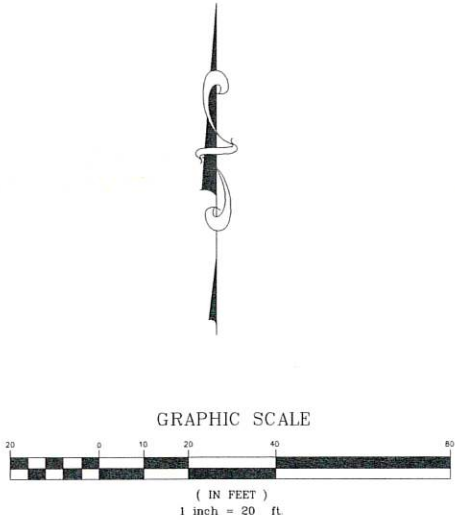
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PROJECT NO.: F. SHAW0013	DATE: JULY 7, 2023
SCALE: 1" = 20'	
PROJECT: LOTS 11 AND 12 SWEETWATER BAYOU SUBDIVISION	TITLE: BOUNDARY AND TOPOGRAPHIC SURVEY
1000 EAST LAUREL AVENUE FOLEY, AL 36535 (251) 943-8960	EDG ENGINEERING DESIGN GROUP, LLC CIVIL ENGINEERING & LAND SURVEYING (251) 943-8960 (F-FOLEY)
SHEET NO. 230	Page 1 of 30 of 255

T:\F_SHAW0013 - LOT 12 - MONEY BAYOU\ENGINEERING\DWG\EC PHASE 1.DWG - last plotted 7/31/23 by COLIN DAVIS



EROSION CONTROL LEGEND	
— SF —	(SB) SILT FENCING
	(CEP) CONSTRUCTION EXIT PAD
	(CWA) CONCRETE WASHOUT AREA
	(GK) GROUNDS KEEPING
	(DC) DUST CONTROL

- NOTES:
- SEE LANDSCAPING PLAN FOR COORDINATION OF FINAL SITE STABILIZATION AND LANDSCAPING. ENSURE ALL AREAS DISTURBED ON SITE ARE STABILIZED AT COMPLETION OF PROJECT AND ALL CONSTRUCTION DEBRIS HAS BEEN REMOVED FROM SITE.
 - THE SEDIMENT AND EROSION CONTROL MEASURES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIRED. THE CONTRACTOR IS TO MAINTAIN AND ADD ADDITIONAL MEASURES AS NECESSARY TO ENSURE NO SEDIMENT LEAVES THE SITE.
 - SEE SHEET C0.1 FOR EROSION CONTROL GENERAL NOTES



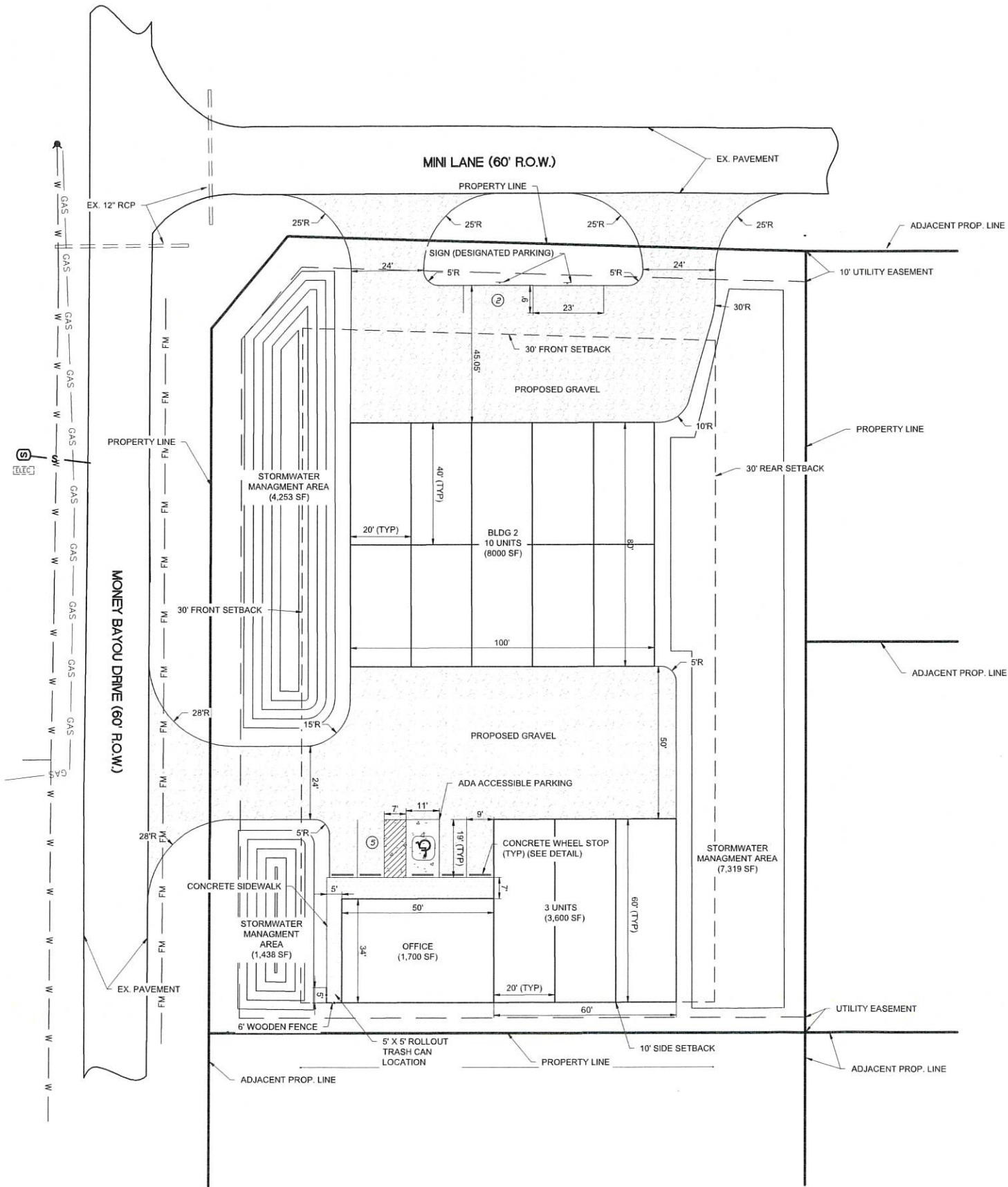
EDG
ENGINEERING DESIGN GROUP
PELHAM, AL
120 BISHOP CIRCLE SUITE 300
PELHAM, AL 35124
(205) 403 - 9158
FOLEY, AL
1000 E. LAUREL STREET
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(251) 943 - 8960

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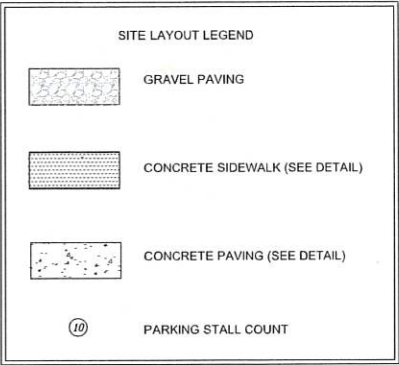
PROJECT ADDRESS:
**4402 MONEY BAYOU DR
ORANGE BEACH, ALABAMA**
SHEET TITLE
EROSION CONTROL PLAN PHASE 1

PROJECT NAME
**MONEY BAYOU
STORAGE BUILDINGS**

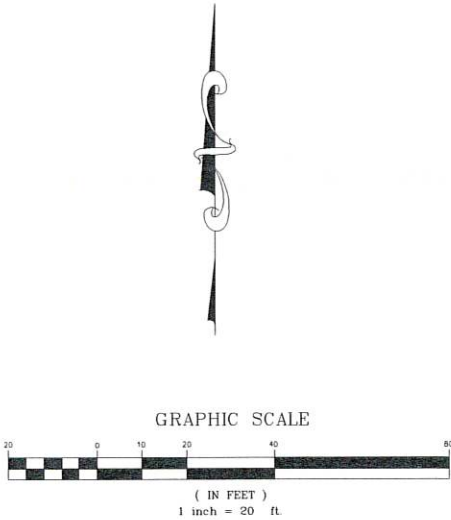
DRAWN BY:
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CHECKED BY:
DAD
PROJECT No.:
F_SHAV00013
DATE:
July 7, 2023
SHEET NO.:



SITE DATA TABLE	
PARCEL NUMBER	05-66-01-01-4-001-003.004 05-66-01-01-4-001-003.005
SITE AREA	1.15 (AC)
CURRENT ZONING	GB (GENERAL BUSINESS)
SETBACK	
FRONT:	30'
REAR:	30'
SIDE:	10'
LOT WIDTH:	196'
TOTAL BUILDING AREA:	13,300 SF (27% OF TOTAL LOT AREA)
PARKING REQUIRED	7 (1 SPACES PER 280 SF GROSS FLOOR AREA OF OFFICE)
PARKING PROVIDED	7 SPACES
IMPERVIOUS SURFACES:	27,285 SF (54% OF TOTAL LOT AREA)
LANDSCAPE AREA:	23,094 SF (46%)



- NOTES:
- SEE SHEET C01 FOR GENERAL SITE LAYOUT NOTES.
 - THERE WILL BE NO OUTSIDE STORAGE OF BOATS, VEHICLES, EQUIPMENT, MATERIALS, SUPPLIES, ETC.



ALABAMA
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PROJECT ADDRESS:
4402 MONEY BAYOU DR
ORANGE BEACH, ALABAMA

SHEET TITLE
SITE LAYOUT PLAN

PROJECT NAME
MONEY BAYOU
STORAGE BUILDINGS

DRAWN BY:
CLD

CHECKED BY:
DAD

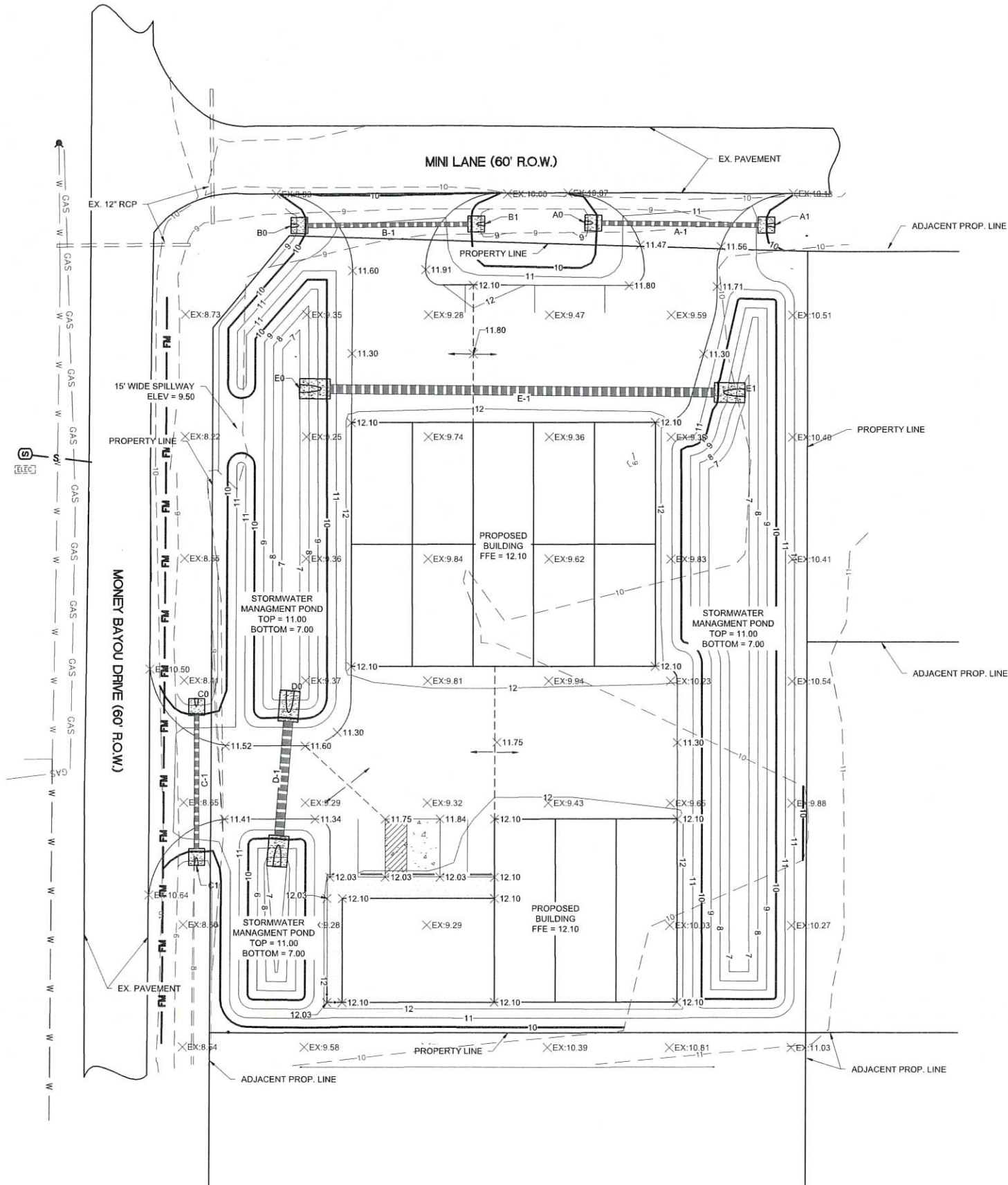
PROJECT No.:
F_SHAV00013

DATE:
July 27, 2023

SHEET NO.

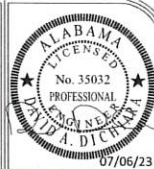
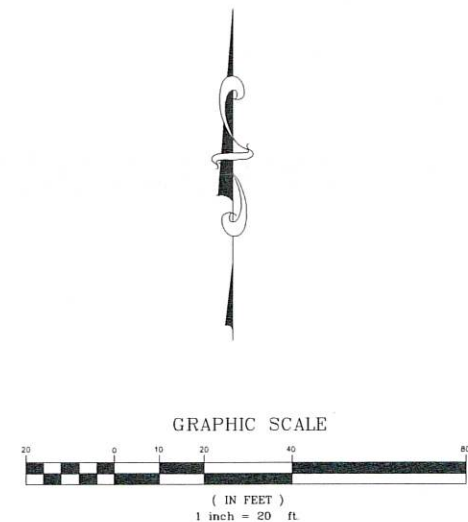
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T:\F_SHAV0013 - LOT 12 - MONEY BAYOU\ENGINEERING\DWG\GRADING\DWG - last plotted 7/31/23 by COLIN DAVIS



GRADING AND DRAINAGE PLAN LEGEND	
EX. 195	EX. CONTOUR
195	PROP. MINOR CONTOUR
195	PROP. MAJOR CONTOUR
EX. 194.00	EXISTING SPOT ELEVATION
194.00	PROPOSED SPOT ELEVATION
+	GRADE BREAK
[Symbol]	SLOPE PAVED HEADWALL
A-1	PROP STORM SEWER PIPE
[Symbol]	EX STORM SEWER PIPE

- NOTES:
- SEE SHEET C0.1 FOR GENERAL GRADING NOTES.
 - MAX SLOPES IN ADA AREAS SHALL NOT EXCEED 2% IN ANY DIRECTION.
 - SEE SHEET C3.1 FOR DRAINAGE PIPE PROFILES & INFORMATION.
 - STORMWATER MANAGEMENT FACILITIES WILL BE DESIGNED IN COMPLIANCE WITH THE CITY STORMWATER MANAGEMENT WATER QUALITY AND QUANTITY CRITERIA.



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PROJECT ADDRESS:
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ORANGE BEACH, ALABAMA

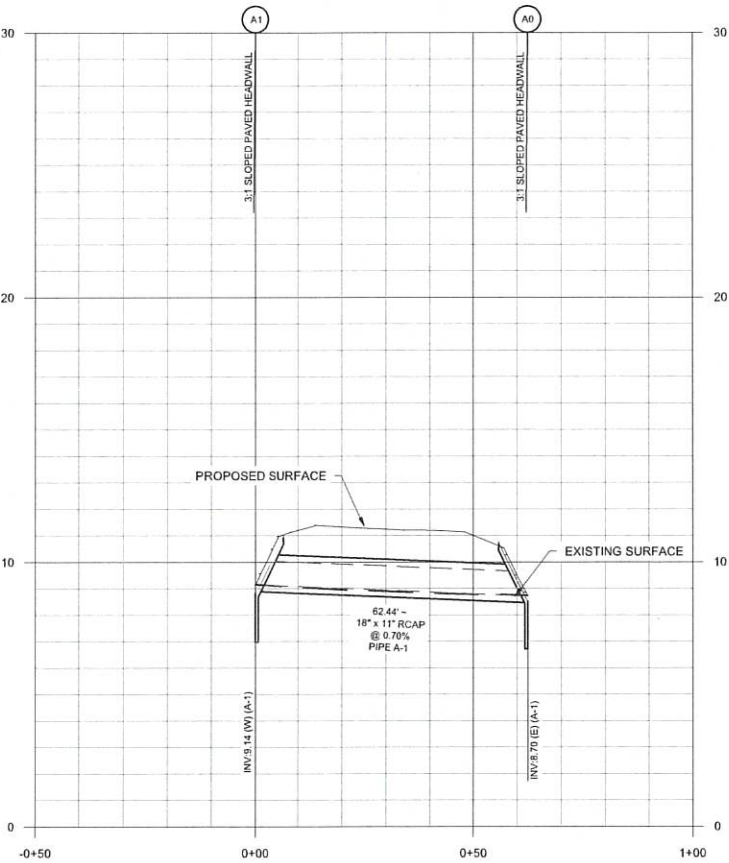
SHEET TITLE
SITE GRADING AND
DRAINAGE PLAN

PROJECT NAME
**MONEY BAYOU
STORAGE BUILDINGS**

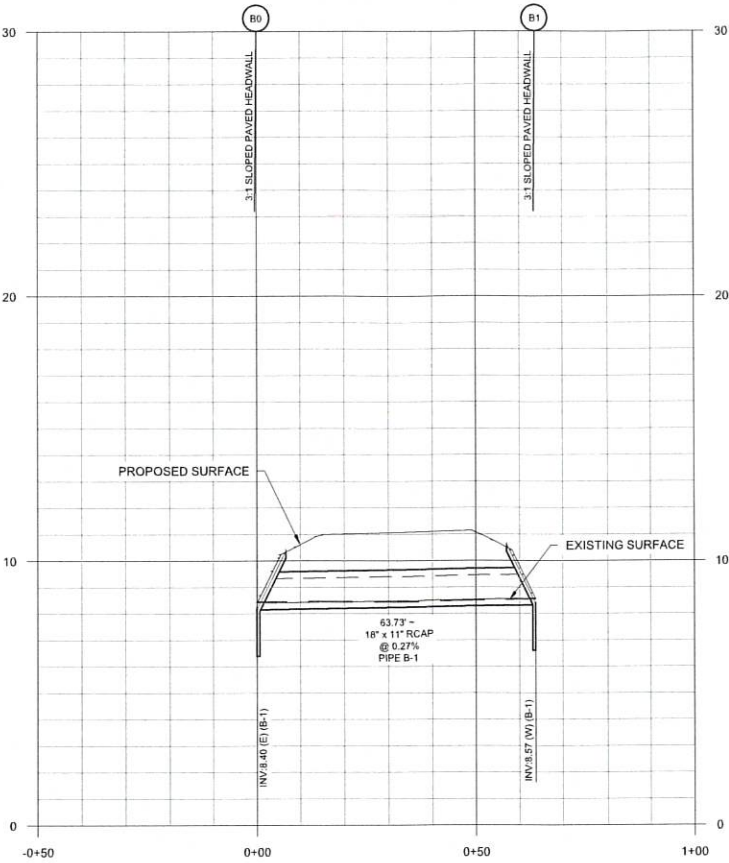
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CLD
CHECKED BY:
DAD
PROJECT No.:
F_SHAV00013
DATE:
July 26, 2023
SHEET NO.

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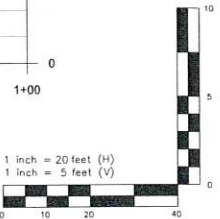
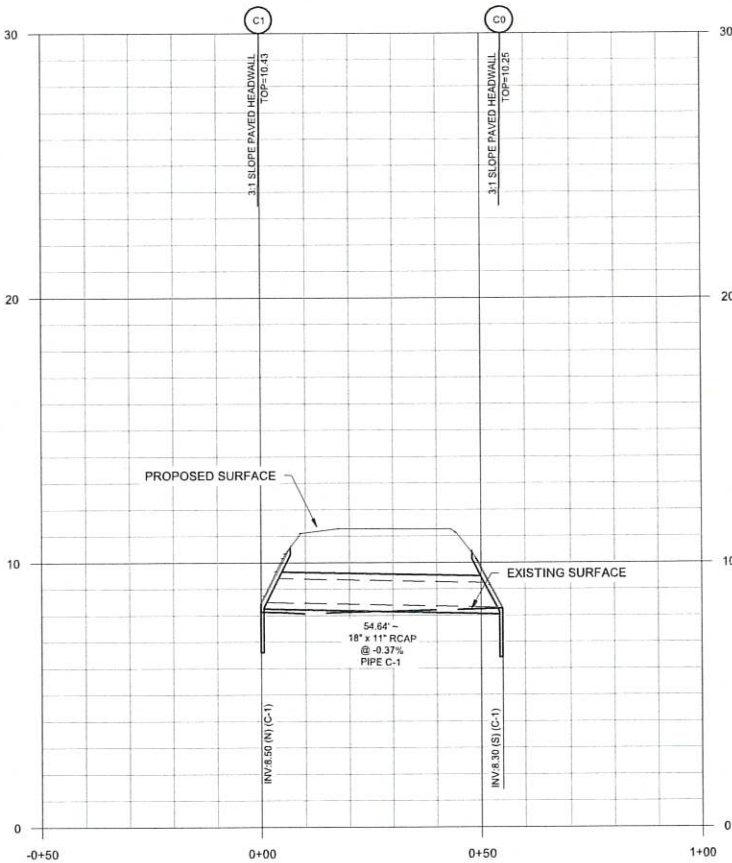
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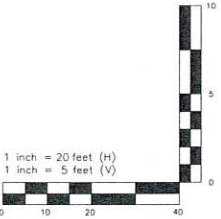
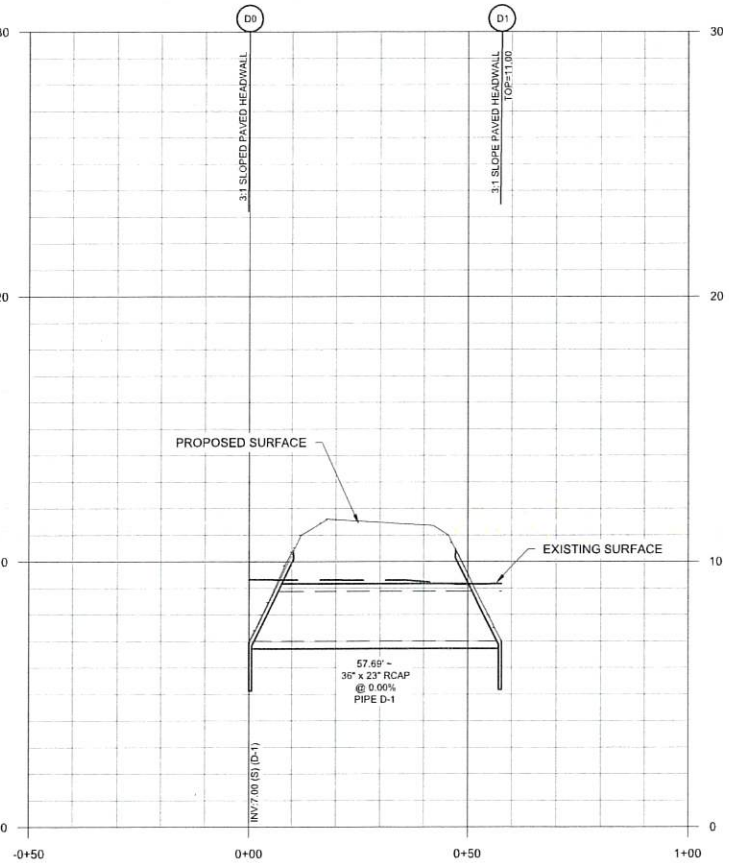
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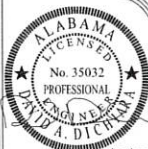
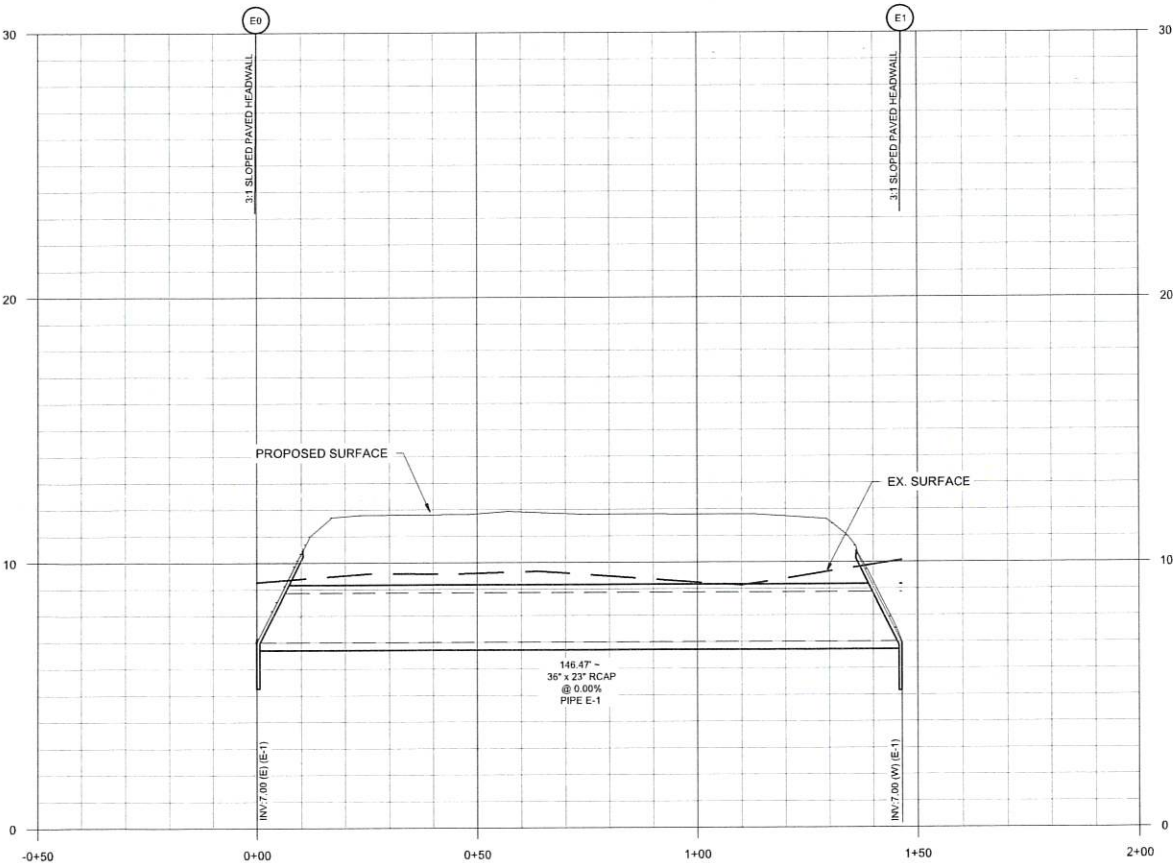
STORM C PROFILE



STORM D PROFILE



STORM E PROFILE



PELHAM, AL
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PELHAM, AL 35124
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FOLEY, AL
1000 E. LAUREL STREET
FOLEY, AL 36535
(251) 943 - 6960

ISSUE: ISSUED FOR REVIEW NOT FOR CONSTRUCTION-07/06/23

PROJECT ADDRESS:
4402 MONEY BAYOU DR
ORANGE BEACH, ALABAMA

PROJECT NAME:
MONEY BAYOU
STORAGE BUILDINGS

DRAWN BY:
CLD

CHECKED BY:
DAD

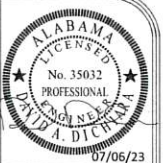
PROJECT NO:
F_SHAV00013

DATE:
July 26, 2023

SHEET NO:

SHEET TITLE:
STORM SEWER PROFILES

T:_SHAV0013 - LOT 12 - MONEY BAYOU\ENGINEERING\DWG\SITE UTILITY PLAN.DWG - last plotted 7/31/23 by COLIN DAVIS



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1000 E. LAUREL STREET
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(251) 943 - 8960

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PROJECT ADDRESS:
4402 MONEY BAYOU DR
ORANGE BEACH, ALABAMA

SITE UTILITY PLAN

MONEY BAYOU
STORAGE BUILDINGS

PROJECT NAME

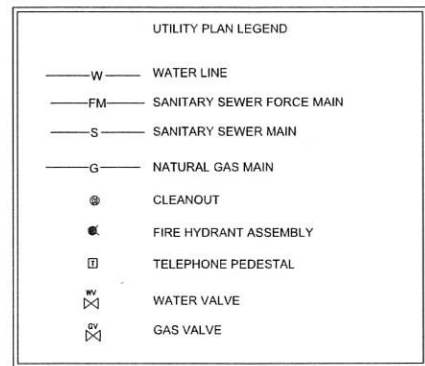
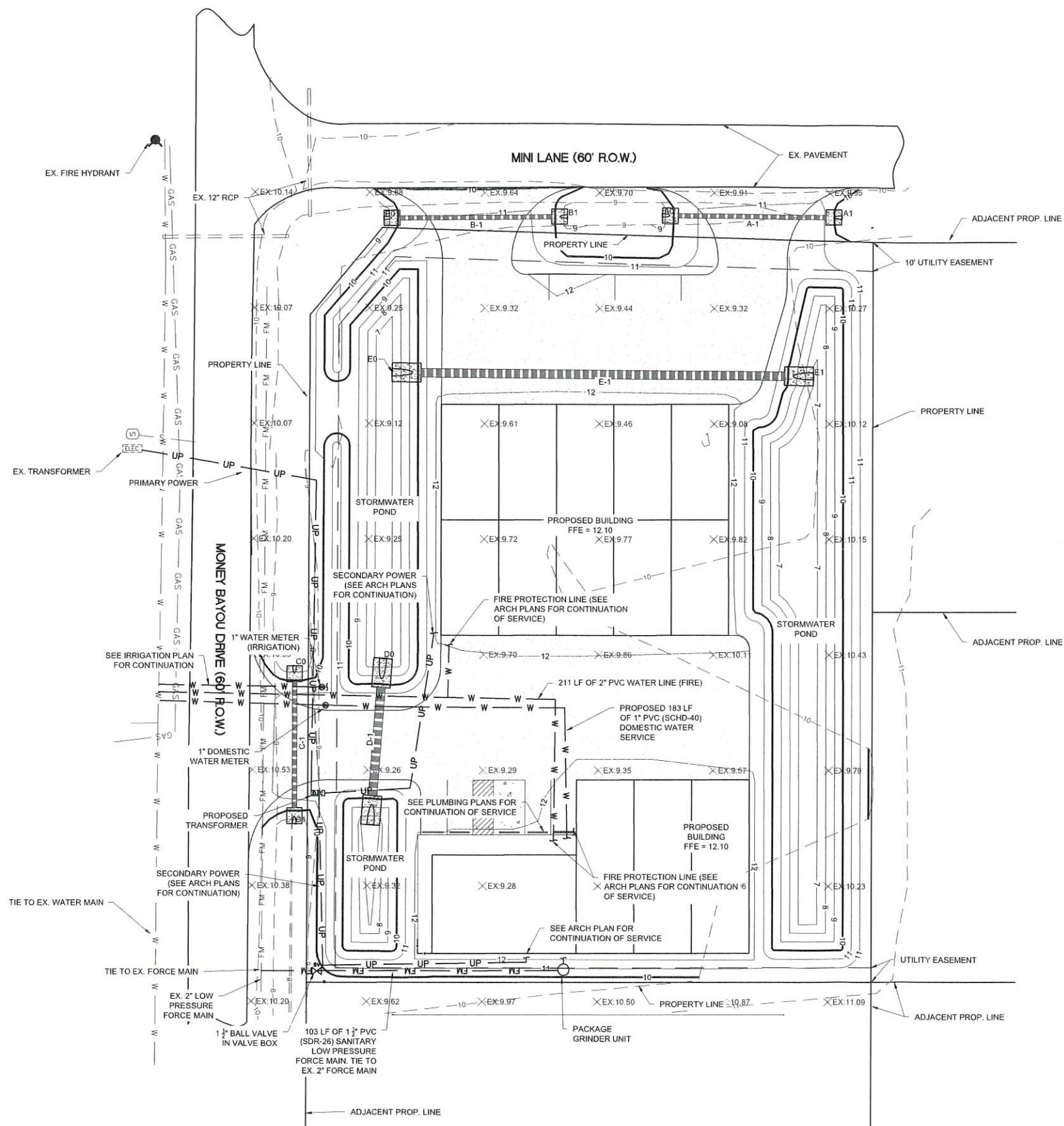
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CHECKED BY:
DAD

PROJECT No.:
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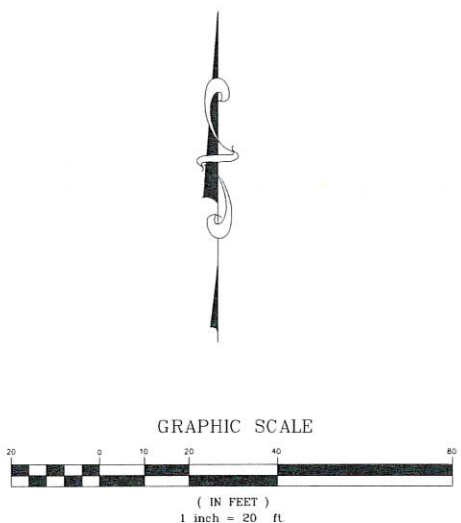
DATE:
July 27, 2023

SHEET NO.

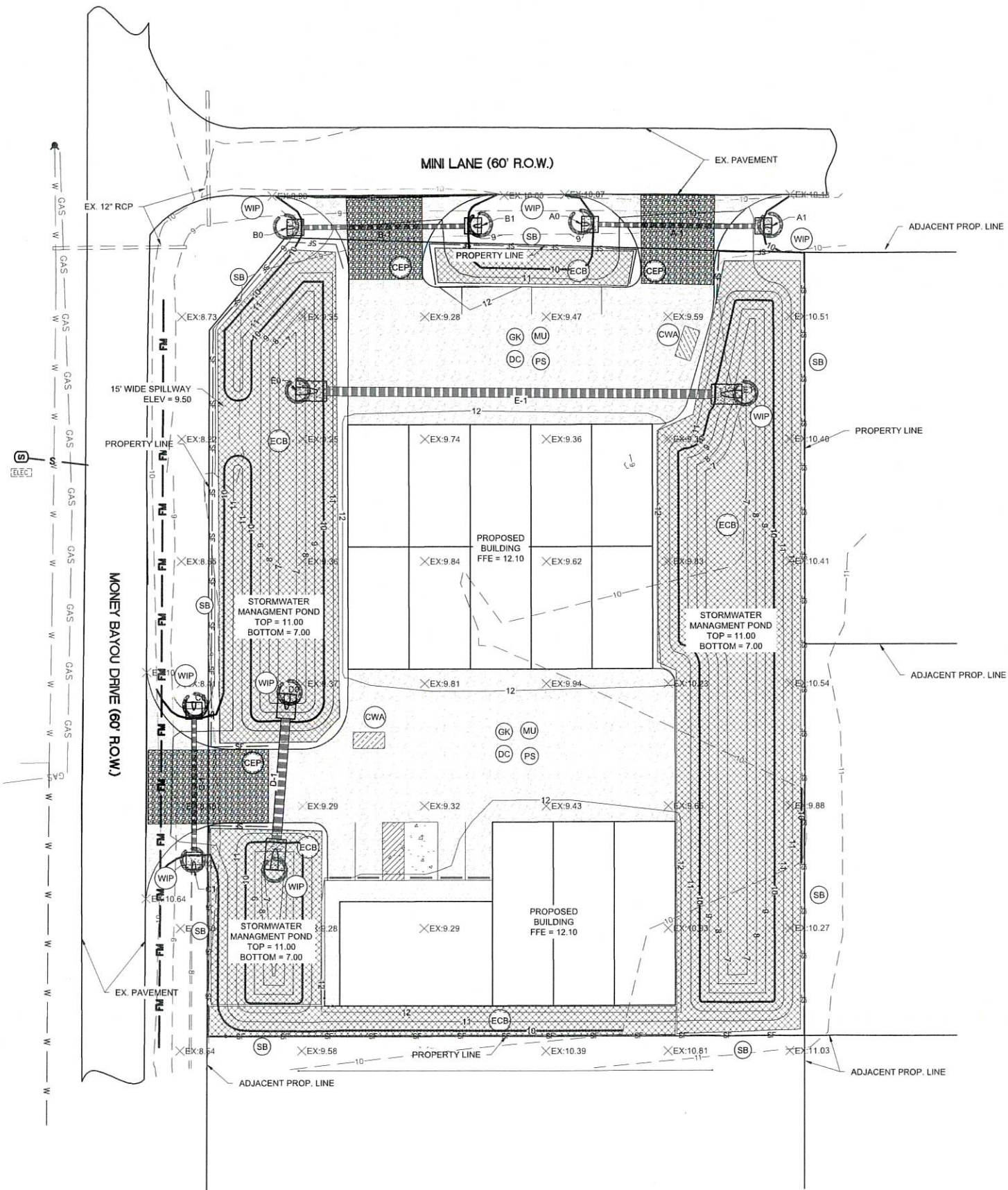


NOTES:

1. SEE SHEET C0.1 FOR GENERAL UTILITY NOTES.
2. REFER TO MEP AND ARCHITECTURAL PLANS FOR CONTINUATION OF UTILITY SERVICES TO BUILDING.
3. LOCATION OF EXISTING UTILITY SERVICES ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY LOCATION & DEPTH.
4. PROPOSED UNDERGROUND ELECTRICAL SHOWN FOR COORDINATION OF LOCATION CONTRACTOR TO COORDINATE EXACT DETAILS WITH ELECTRICAL ENGINEER AND POWER SERVICE PROVIDER.

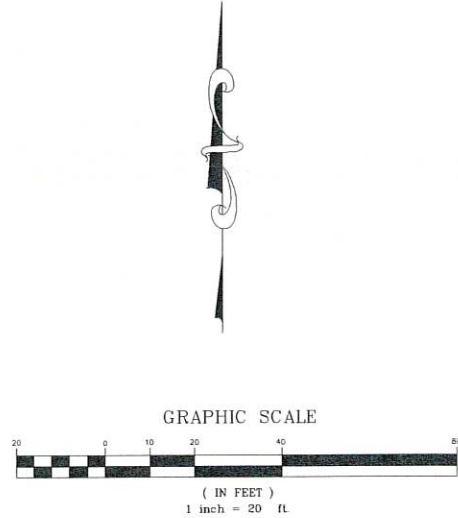


T:\F_SHAV0013 - LOT 12 - MONEY BAYOU ENGINEERING\DWG\EC PH 2.DWG - last plotted 7/31/23 by COLIN DAVIS



EROSION CONTROL LEGEND				
	(SB)	SILT FENCING	(MU)	MULCHING
	(CDW)	WATTLE CHECK DAM	(PS)	PERMANENT SEEDING
	(CEP)	CONSTRUCTION EXIT PAD	(GK)	GROUNDS KEEPING
	(ECB)	EROSION CONTROL BLANKET	(DC)	DUST CONTROL
	(WIP)	WATTLE INLET PROTECTION		
	(CWA)	CONCRETE WASHOUT AREA		
	(OP)	OUTLET PROTECTION		

- NOTES:
1. ALL SLOPES 3:1 AND GRATER SHALL HAVE EROSION CONTROL BLANKET INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. EROSION CONTROL BLANKETS SHALL BE NORTH AMERICAN GREEN SC150 OR APPROVED EQUAL.
 2. THE SEDIMENT AND EROSION CONTROL MEASURES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIRED. THE CONTRACTOR IS TO MAINTAIN AND ADD ADDITIONAL MEASURES AS NECESSARY TO ENSURE NO SEDIMENT LEAVES THE SITE.
 3. SEE SHEET C0.1 FOR GENERAL EROSION CONTROL NOTES.
 4. IMMEDIATELY PRIOR TO FINAL STABILIZATION, ALL SILT AND SEDIMENT SHALL BE CLEARED FROM THE STORM DRAIN PIPES AND STORMWATER POND.



ALABAMA
LICENSED
No. 35032
PROFESSIONAL
ENGINEER
DAVID A. DICICOLA
07/06/23

EDG

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PROJECT ADDRESS:
4402 MONEY BAYOU DR
ORANGE BEACH, ALABAMA

SHEET TITLE:
EROSION CONTROL PLAN PHASE 2

PROJECT NAME:
**MONEY BAYOU
STORAGE BUILDINGS**

DRAWN BY:
CLD

CHECKED BY:
DAD

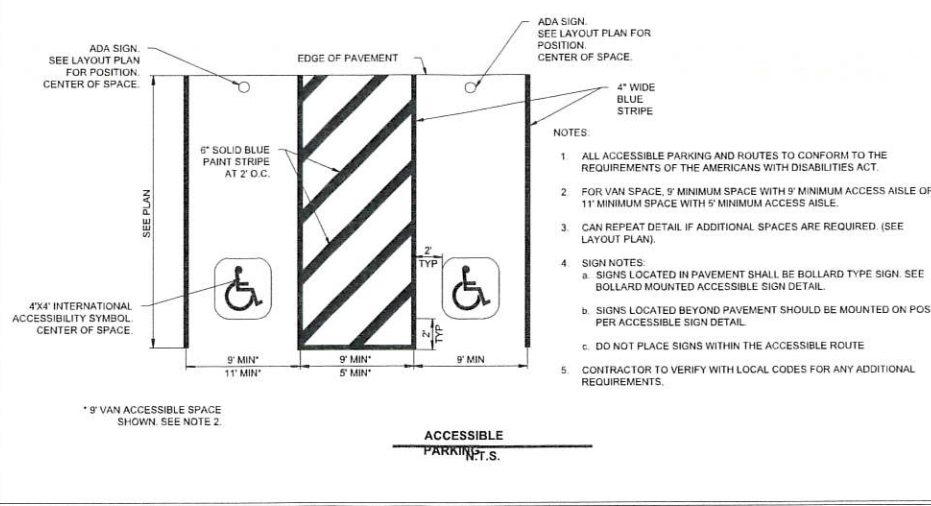
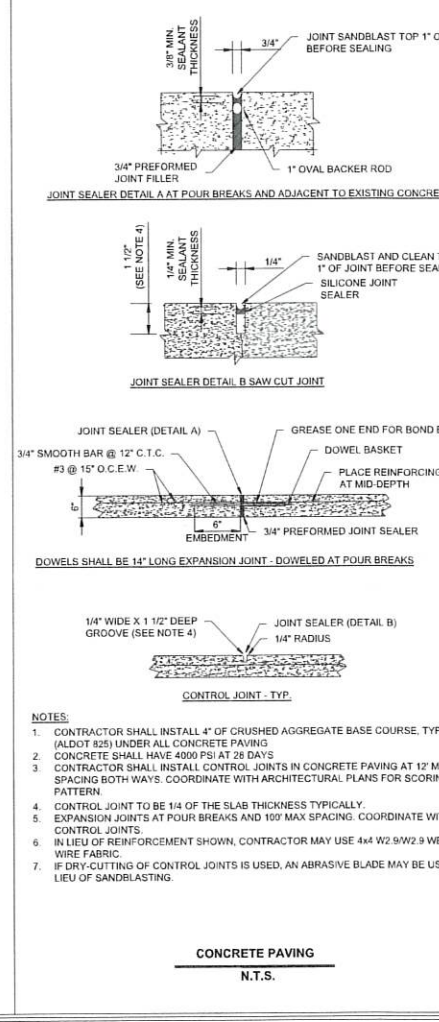
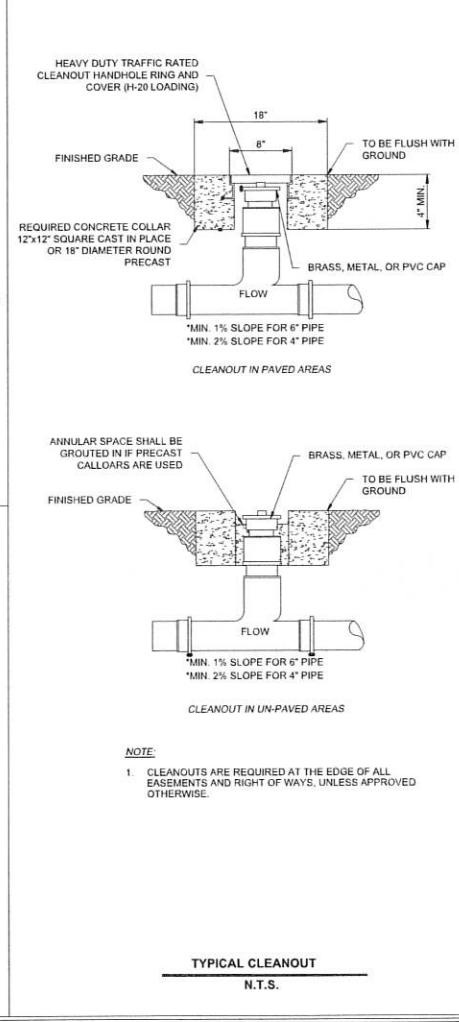
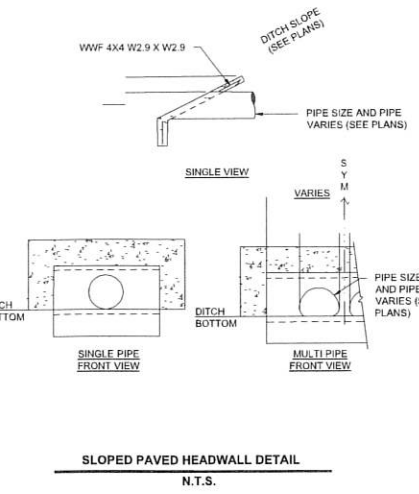
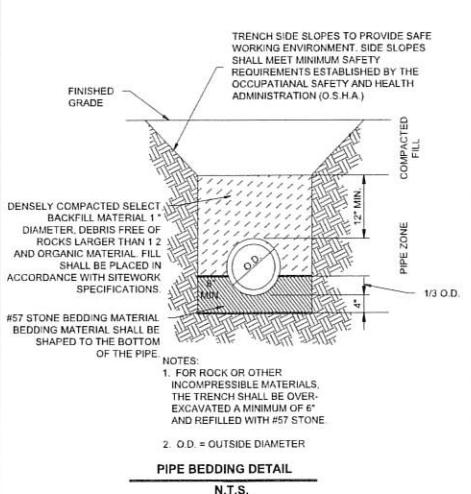
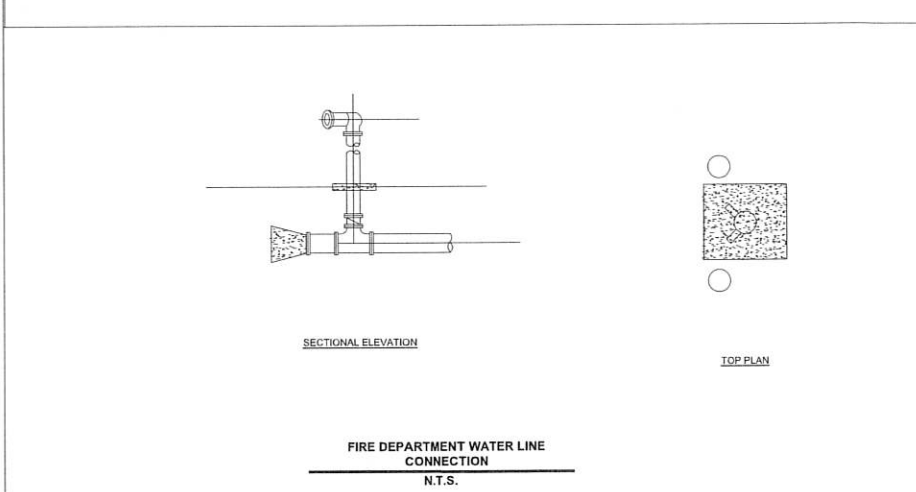
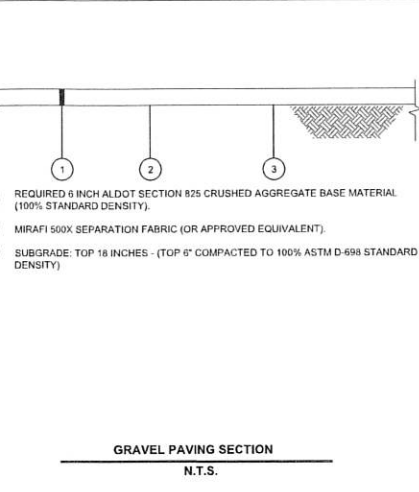
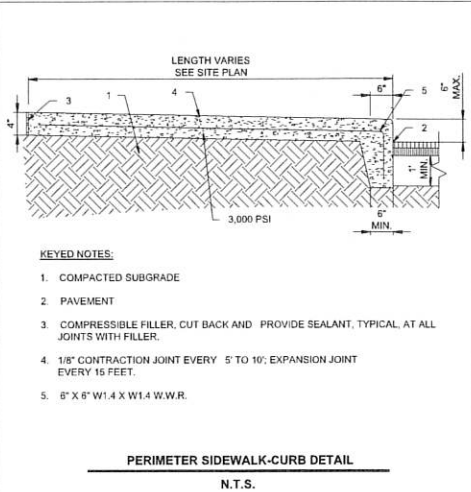
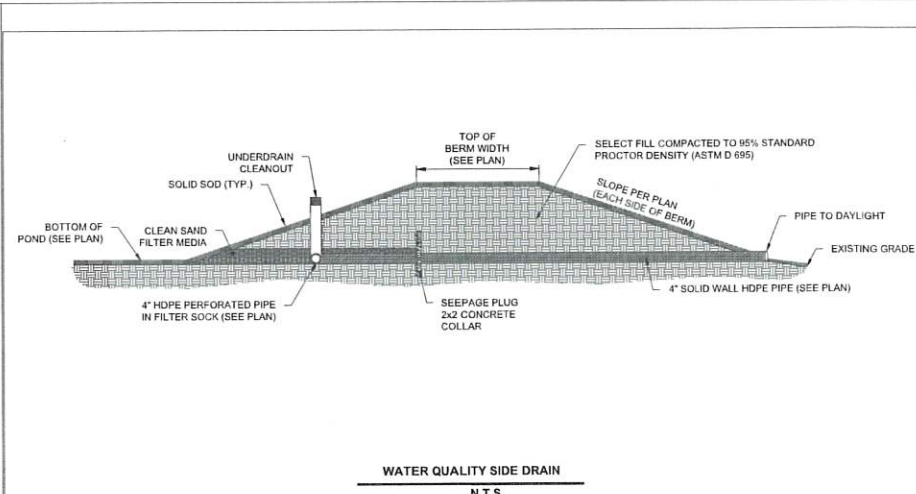
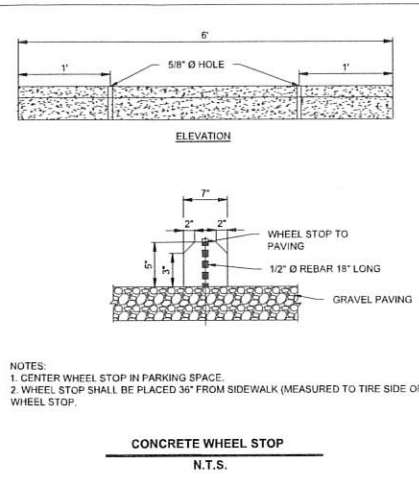
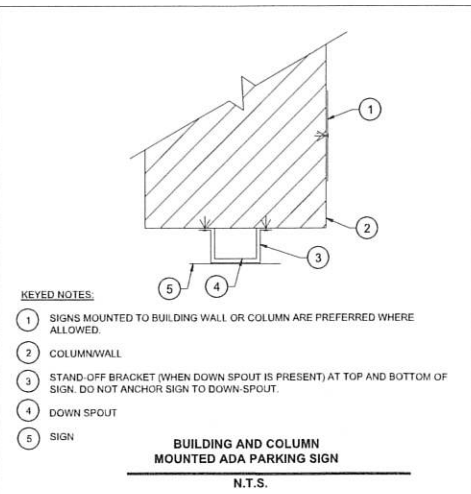
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F_SHAV00013

DATE:
July 25, 2023

SHEET NO.:
C5.0

Page 236 of 255

T:\F_SHAW0013 - LOT 12 - MONEY BAYOU ENGINEERING\DWG\COVER AND NOTES.DWG - last plotted 7/31/23 by COLIN DAVIS



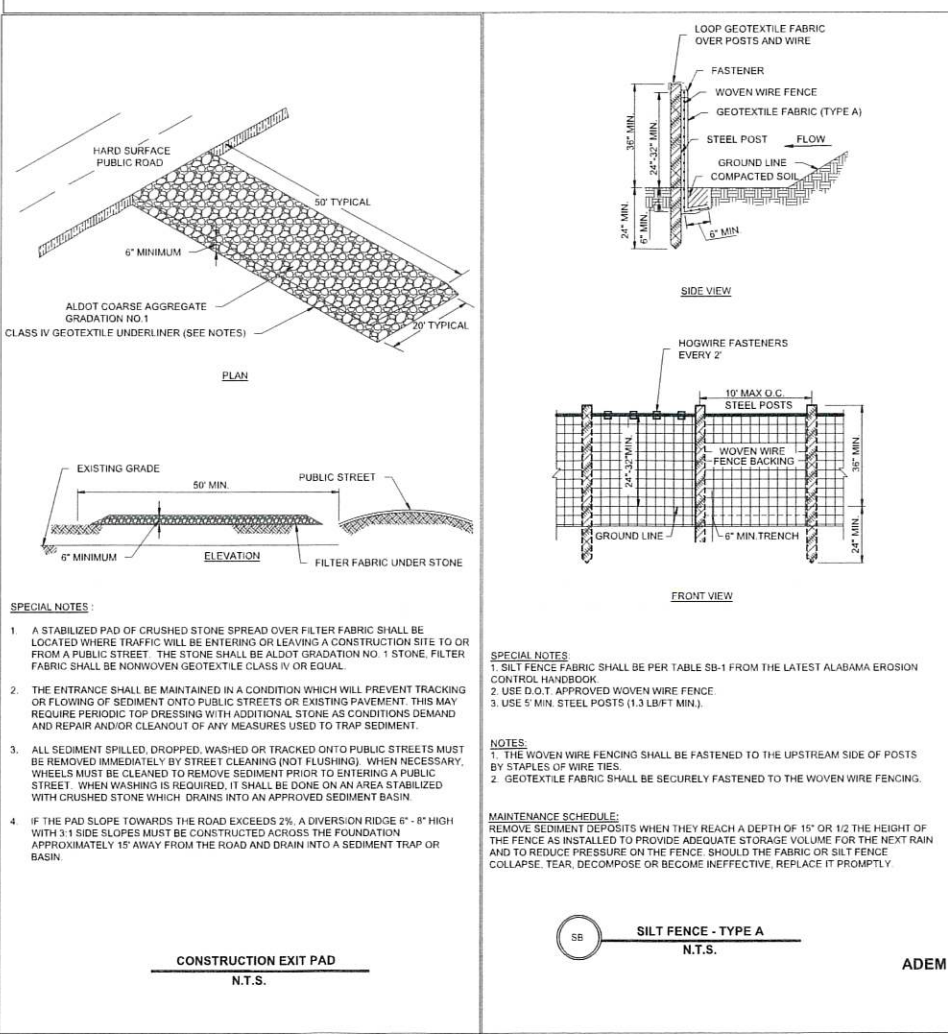
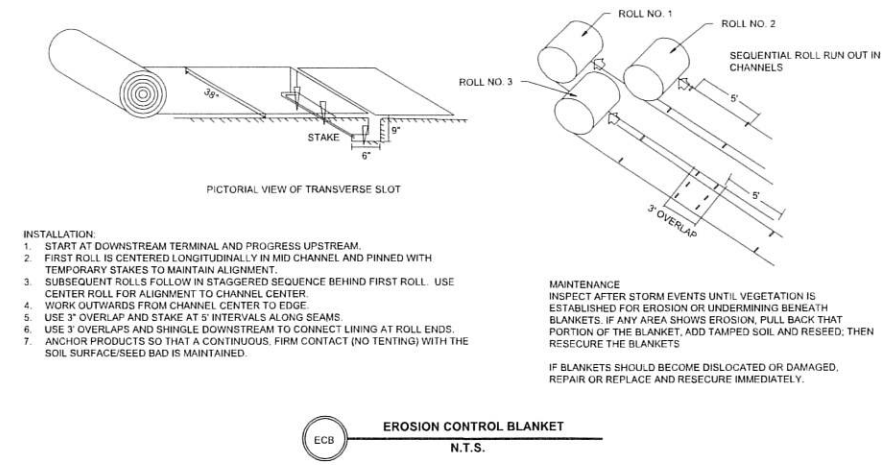
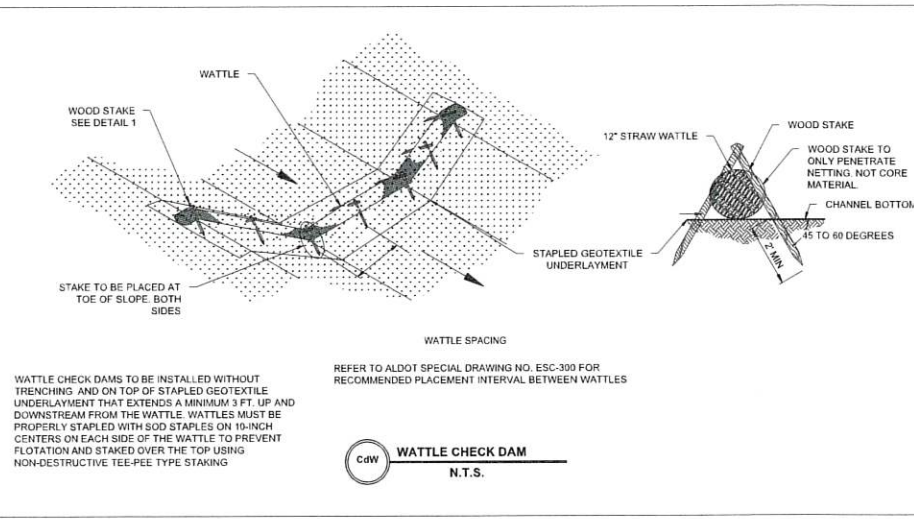
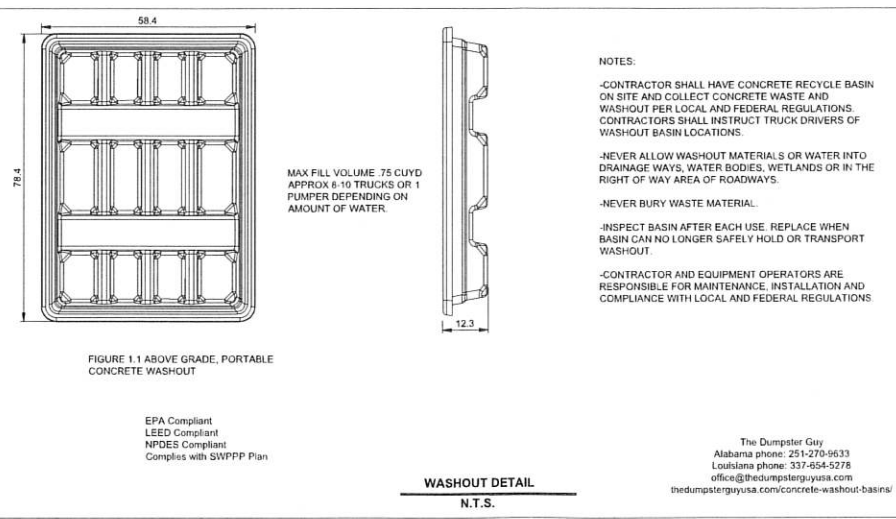
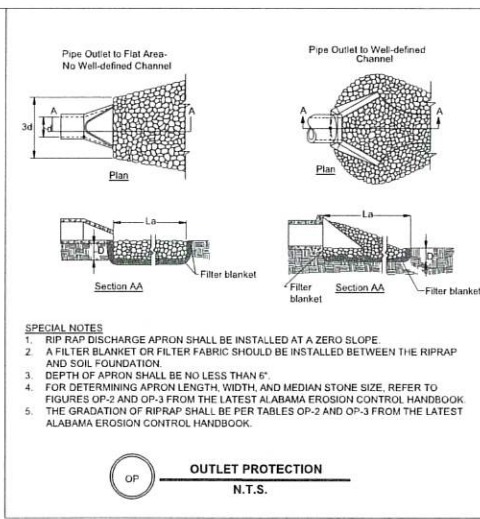
ALABAMA
LICENSED
No. 35032
PROFESSIONAL
ENGINEER
DAVID A. DICICOLA
07/06/23

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ENGINEERING DESIGN GROUP
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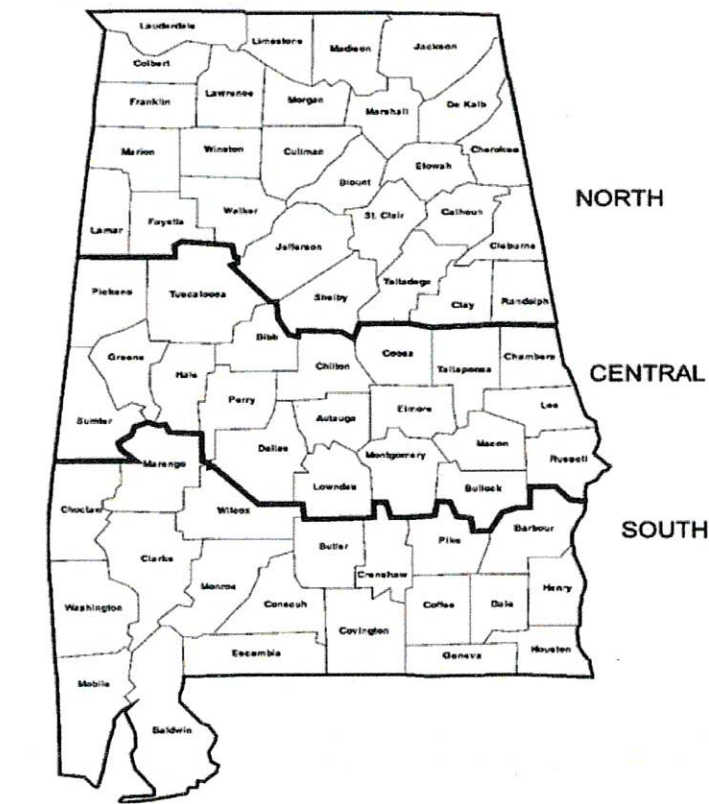
PROJECT ADDRESS:
4402 MONEY BAYOU DR
ORANGE BEACH, ALABAMA
PROJECT NAME:
MONEY BAYOU
STORAGE BUILDINGS
DRAWN BY:
CLD
CHECKED BY:
DAD
PROJECT No.:
F_SHAV00013
DATE:
July 31, 2023
SHEET NO.
C60
Page 237 of 255

CIVIL DETAILS
SHEET TITLE:



Species	Seeding Rates/Ac PLS 1	North	Central	South
Bahiagrass, Pensacola	40 lbs	-	Mar 1-July 1	Feb 1-Nov 1 2
Bermudagrass, Common	10 lbs	Apr 1-July 1	Mar 15-July 15	Mar 1-July 15
Bahiagrass, Pensacola	30 lbs 5 lbs	-	Mar 1-July 1	Mar 1-July 15
Bermudagrass, Common	-	-	-	-
Bermudagrass, Hybrid (Lawn Types)	Solid Sod	Anytime	Anytime	Anytime
Bermudagrass, Hybrid (Lawn Types)	Sprigs 1/sq ft	Mar 1-Aug 1	Mar 1-Aug 1	Feb 15-Sep 1
Fescue, Tall	40-50 lbs	Sep 1-Nov 1	Sep 1-Nov 1	-
Scirpus, Tall	40-60 lbs	Mar 15-July 15	Mar 1-July 15	Feb 15-July 15
Scirpus & Common Bermudagrass	40 lbs 10 lbs	Mar 15-July 15	Mar 1-July 15	Feb 15-July 15
Switchgrass, Alamo	4 lbs	Apr 1-Jun 15	Mar 15-Jun 15	Mar 15-Jun 15

Figure FS-1 Geographical Areas for Species Adaptation



Note: Site conditions related to soils and aspect in counties adjacent or close to county boundaries may justify adjustments in planting dates by qualified design professionals.

Material	Rate Per Acre and (Per 1000 ft.2)	Notes
Straw (with Seed)	1 1/2 - 2 tons (70 lbs - 90 lbs)	Spread by hand or machine; anchor when subject to blowing.
Straw Alone (no seed)	2 1/2 - 3 tons (115 lbs - 160 lbs)	Spread by hand or machine; anchor when subject to blowing.
Wood Chips	5-6 tons (225 lbs - 270 lbs)	Treat with 12 lbs. nitrogen/ton.
Bark	35 cubic yards (0.8 cubic yard)	Can apply with mulch blower.
Pine Straw	1-2 tons (45 lbs - 90 lbs)	Spread by hand or machine; will not blow like straw.
Peanut Hulls	10-20 tons (450 lbs - 900 lbs)	Will wash off slopes. Treat with 12 lbs. nitrogen/ton.

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Straw (with Seed)	1 1/2 - 2 tons (70 lbs - 90 lbs)	Spread by hand or machine; anchor when subject to blowing.
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ALABAMA
LICENSED
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PROFESSIONAL
ENGINEER
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07/06/23

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FOLEY, AL 36535
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PROJECT ADDRESS:
4402 MONEY BAYOU DR
ORANGE BEACH, ALABAMA

SHEET TITLE:
EROSION CONTROL DETAILS

PROJECT NAME:
MONEY BAYOU
STORAGE BUILDINGS

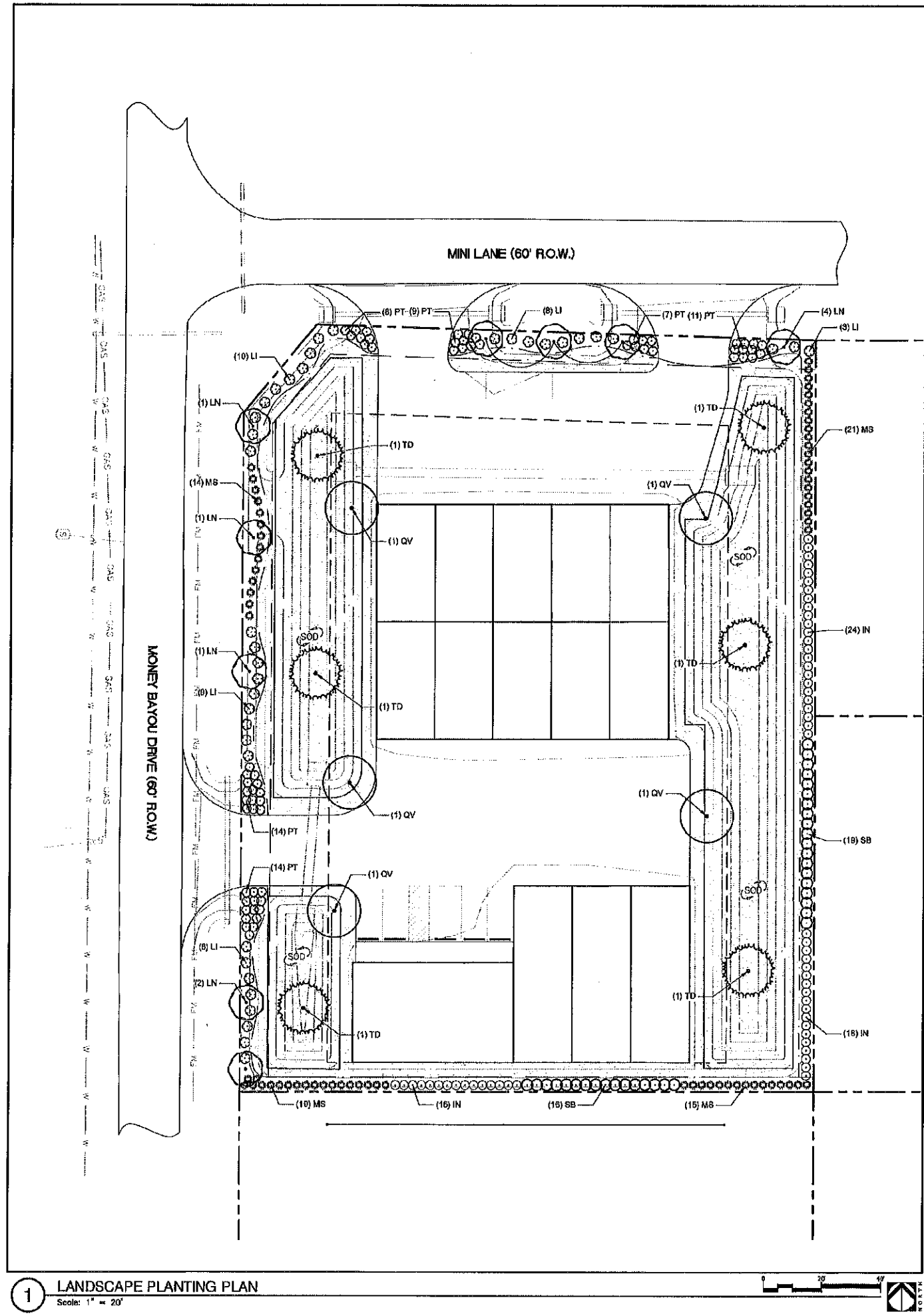
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DAD

PROJECT No.:
F_SHAW00013

DATE:
July 31, 2023

SHEET NO.:
Page 288 of 255



1 LANDSCAPE PLANTING PLAN
Scale: 1" = 20'

800-292-8525
#DIG (Cellular)
Dig Safely. **Alabama 1 Call**

STREET FRONTAGE REQUIREMENTS (16.04-B.1a)	
Mini Lane	
1 tree per 35 LF ROW @ 117.0 LF = 3.34 trees	
Total Frontage Trees Required:	4 trees
Total Frontage Trees Provided:	4 trees
1 shrub per 3 LF ROW @ 117.0 LF = 39.00 shrubs	
Total Frontage Shrubs Required:	39 shrubs
Total Frontage Shrubs Provided:	39 shrubs
Money Bayou Dr	
1 tree per 35 LF ROW @ 206.0 LF = 5.89 trees	
Total Frontage Trees Required:	6 trees
Total Frontage Trees Provided:	6 trees
1 shrub per 3 LF ROW @ 206.0 LF = 68.67 shrubs	
Total Frontage Shrubs Required:	69 shrubs
Total Frontage Shrubs Provided:	69 shrubs
PERIMETER LANDSCAPE REQUIREMENTS (16.04-B.1a.1)	
East Property Line	
1 shrub per 3 LF ROW @ 265.0 LF = 85.33 shrubs	
Total Perimeter Shrubs Required:	86 shrubs
Total Perimeter Shrubs Provided:	86 shrubs
South Property Line	
1 shrub per 3 LF ROW @ 195.0 LF = 65.33 shrubs	
Total Perimeter Shrubs Required:	66 shrubs
Total Perimeter Shrubs Provided:	66 shrubs
HARDWOOD TREE REPLACEMENT - V.U.A. (16.04-B.4)	
Trees	
1 tree per 1,300 s.f. @ 13,427 s.f. = 10.33 trees	
Total Parking Lot Trees Required:	11 trees
Total Parking Lot Trees Provided:	11 trees

landscape architecture
land planning
placemaking
was
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landscape architects www.was-design.com
Foley, Alabama
P. 251.940.7101
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P. 251.344.4023
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TO CHANGE.

A Landscape Development Plan for
Money Bayou Storage
Orange Beach, Alabama

Revisions		
No.	Date	Revisions / Submissions
07.31.23		PERMIT SUBMITTAL

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YJ
Drawn

DM
Project Manager

LCW
Printed

232052-021
Project No.

07.28.23
Date

Registration

STATE OF ALABAMA

REGISTERED LANDSCAPE ARCHITECT

NUMBER 518

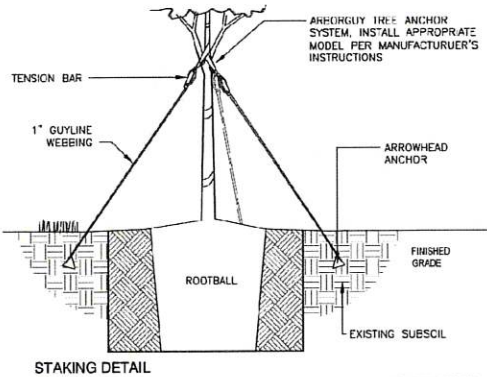
PLANT SCHEDULE						
TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	HT
	LN	9	LAGERSTROEMIA INDICA 'NATCHEZ' / 'NATCHEZ' CRAPE MYRTLE STANDARD TRUNK, FULL HEAD	FG	3" CAL	8'
	QV	5	QUERCUS VIRGINIANA / SOUTHERN LIVE OAK FULL HEAD, SPECIMEN QUALITY	FG	3" CAL	10'-12'
	TD	6	TAXODIUM DISTICHUM / BALD CYPRESS FULL HEAD, SPECIMEN QUALITY	FG	3" CAL	10'-12'
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	HT	W
	IN	57	ILEX VOMITORIA 'NANA' / DWARF YAUPOH HOLLY	3 GAL		36" o.c.
	LI	38	LOROPETALUM CHINENSE 'SHANG-WHITE' TM / EMERALD SNOW LOROPETALUM	3 GAL		42" o.c.
	MS	69	MISCANTHUS SINENSIS 'ADAGIO' / ADAGIO EULALIA GRASS	3 GAL		36" o.c.
	PT	63	PITTOSPORUM TOBIRA 'CNI THREE' / MOJO® JAPANESE PITTOSPORUM	3 GAL		36" o.c.
	SB	35	VIBURNUM ODORATISSIMUM / SWEET VIBURNUM	3 GAL		48" o.c.
SOD/SEED	CODE	QTY	BOTANICAL / COMMON NAME	CONT	HT	
	SOD	18,599 SF	CYNODON DACTYLON 'TIFWAY 419' / TIFWAY 419 BERMUDA GRASS	SOD		

GENERAL CONDITIONS

- CONTRACTOR SHALL BE RESPONSIBLE FOR THE SITE INSPECTION PRIOR TO LANDSCAPE CONSTRUCTION AND INSTALLATION IN ORDER TO ACQUAINT HIMSELF WITH EXISTING CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UNDERGROUND UTILITIES BEFORE BEGINNING CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF LANDSCAPE MATERIAL AT ALL TIMES. LANDSCAPE CONTRACTOR TO COORDINATE SAFE STAGING AREA WITH GENERAL CONTRACTOR AND/OR OWNER.
- CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL, INCLUDING GRASS, FOR 365 CONSECUTIVE CALENDAR DAYS FROM SUBSTANTIAL COMPLETION OF THE WORK, AS DETERMINED BY THE PROJECT LANDSCAPE ARCHITECT.
- ALL AREAS IMPACTED NEGATIVELY BY CONSTRUCTION PROCESSES SHALL BE RETURNED TO ORIGINAL CONDITION OR BETTER PRIOR TO SUBSTANTIAL COMPLETION.
- LANDSCAPE AREA SOIL PREPARATION
 - SOIL SHALL BE AMENDED BY THE ADDITION OF COMPOST AND FERTILIZER. COMPOST TYPE SHALL BE MUSHROOM COMPOST OR DECOMPOSED PINE BARK, AND SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO PURCHASE. COMPOST SHALL BE UNIFORMLY APPLIED OVER PLANTING BEDS AT AN AVERAGE DEPTH OF 2 INCHES AND OVER SOD AREAS AT AN AVERAGE DEPTH OF 3/4 INCH.
 - INCORPORATE COMPOST UNIFORMLY IN PLANTING BEDS TO A DEPTH OF 6 INCHES AND IN SOD AREAS TO A DEPTH OF 3 INCHES USING A ROTARY TILLER OR OTHER APPROPRIATE EQUIPMENT. PRE-PLANT FERTILIZER AND PH ADJUSTING AGENTS (E.G., LIME AND SULFUR) MAY BE APPLIED IN CONJUNCTION WITH COMPOST INCORPORATION, AS NECESSARY.
 - RAKE SOIL SURFACE SMOOTH PRIOR TO PLANTING.
 - REMOVE STONES LARGER THAN 1 INCH IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.
 - WATER THOROUGHLY AFTER PLANTING.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING 3% POSITIVE DRAINAGE IN ALL PLANTING BEDS. ANY OTHER PROPOSED DRAINAGE METHODS SHALL BE COORDINATED WITH PLANTING EFFORTS TO MINIMIZE CONFLICTS AND MAINTAIN PROPER FUNCTION OF DRAINAGE SYSTEMS.

PLANT MATERIAL AND PLANTING

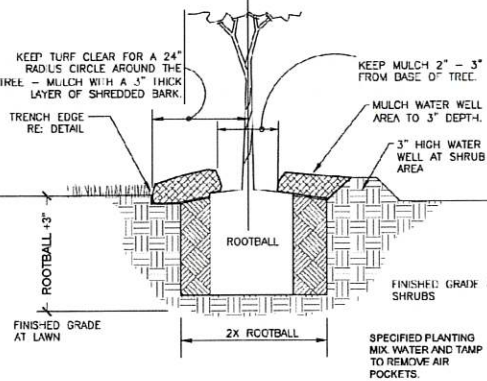
- PLANT QUANTITIES ARE OFFERED AS A CONVENIENCE TO THE CONTRACTOR, AND ARE NOT ABSOLUTE. CONTRACTOR SHALL VERIFY PLANT COUNT FROM PLAN AND REPORT DIFFERENCES.
- ALL PLANT MATERIALS ARE SUBJECT TO APPROVAL OR REFUSAL BY THE OWNER OR LANDSCAPE ARCHITECT AT THE JOB SITE.
- PLANTS SHALL BE WELL FORMED, VIGOROUS, GROWING SPECIMENS WITH GROWTH TYPICAL OF VARIETIES SPECIFIED AND SHALL BE FREE FROM INJURY, INSECTS AND DISEASES. PLANTS SHALL EQUAL OR SURPASS QUALITY AS DEFINED IN THE CURRENT ISSUE OF "AMERICAN STANDARDS FOR NURSERY STOCK" AS PUBLISHED BY THE AMERICAN NURSERYMEN, INC.
- UNLESS NOTED SPECIFICALLY, ALL PLANT MATERIAL SHALL BE BALLED AND BURLAPPED OR CONTAINER GROWN.
- FRONT ROW OF SHRUBS SHALL BE PLANTED FROM CENTER OF PLANT A MINIMUM OF 24" BEHIND BED LINE @ LAWNS OR WALKS AND A MINIMUM OF 36" BACK OF CURB @ PARKING SPACES.
- NO PRUNING SHOULD BE PERFORMED DURING FIRST GROWING SEASON EXCEPT FOR REMOVING DAMAGED OR DEAD GROWTH. WOUND PAINT IS NOT RECOMMENDED FOR ANY CUTS.
- ALL PLANTING AREAS, TREE PITS, AND OTHER AREAS INDICATED ON PLANS SHALL BE MULCHED WITH A SETTLED LAYER OF THE INDICATED MULCH:
 - ☐ 3" DEPTH PINE BARK
 - ☐ 4" DEPTH SHREDDED HARDWOOD MULCH
 - ☒ 3" DEPTH LONGLEAF PINE STRAW, SETTLED
- TRENCH EDGE TO BE LOCATED BETWEEN ALL PLANTING AREAS AND LAWN, UNLESS NOTED OTHERWISE.
- TREE STAKING SHALL BE PROVIDED TO KEEP TREES PLUME AND PROTECTED FROM EXCESSIVE WINDS. ALL TREE-STAKING APPARATUS SHALL BE REMOVED AT THE END OF THE ONE-YEAR WARRANTY PERIOD.
- ONE YEAR OF LANDSCAPE MAINTENANCE FROM SUBSTANTIAL COMPLETION SHALL BE INCLUDED AS AN OPTIONAL BID ITEM TO THE OWNER.



STAKING DETAIL

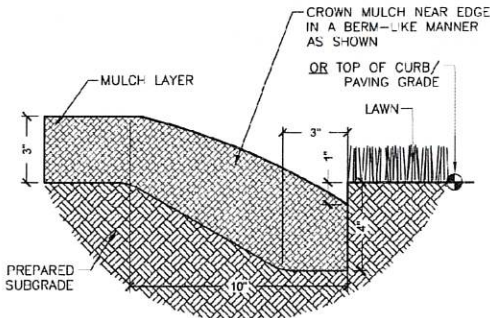
SET ROOTBALL CROWN 1 1/2\"/>

PLANTING AT LAWN AREAS PLANTING AT SHRUB AREAS



PLANT PIT DETAIL

TREE PLANTING - GUY STRAP

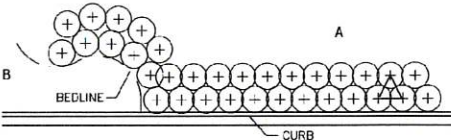


NOTE: TRENCH EDGE TO BE LOCATED BETWEEN ALL PLANTING BED AREAS AND ADJACENT TURF AREAS, UNLESS NOTED OTHERWISE.

5 GENERAL PLANTING NOTES

1" = 1"

329399-05

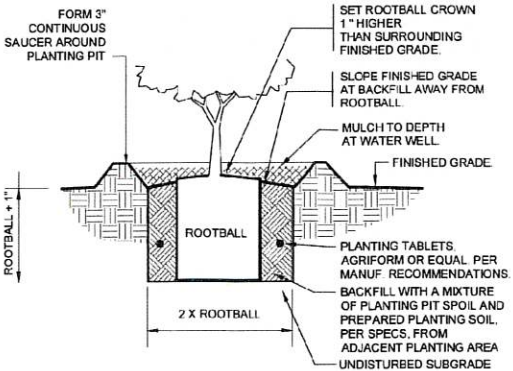


- A SHRUBS AND GROUNDCOVERS ADJACENT TO STRAIGHT EDGES SHALL BE TRIANGULAR - SPACED IN ROWS PARALLEL TO THE STRAIGHT EDGE.
- B SHRUBS AND GROUNDCOVERS ADJACENT TO CURVED EDGES SHALL BE PLANTED IN ROWS PARALLEL TO THE CURVED EDGES. CURVED EDGES TO BE VERY SMOOTH RADIUS.

2 TYPICAL PLANT SPACING

NOT TO SCALE

329399-04



3 SHRUB PLANTING

1" = 1'-0"

329333.13-01

1" = 1'-0"

329343.26-02

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A Landscape Development Plan for
Money Bayou Storage
Orange Beach, Alabama

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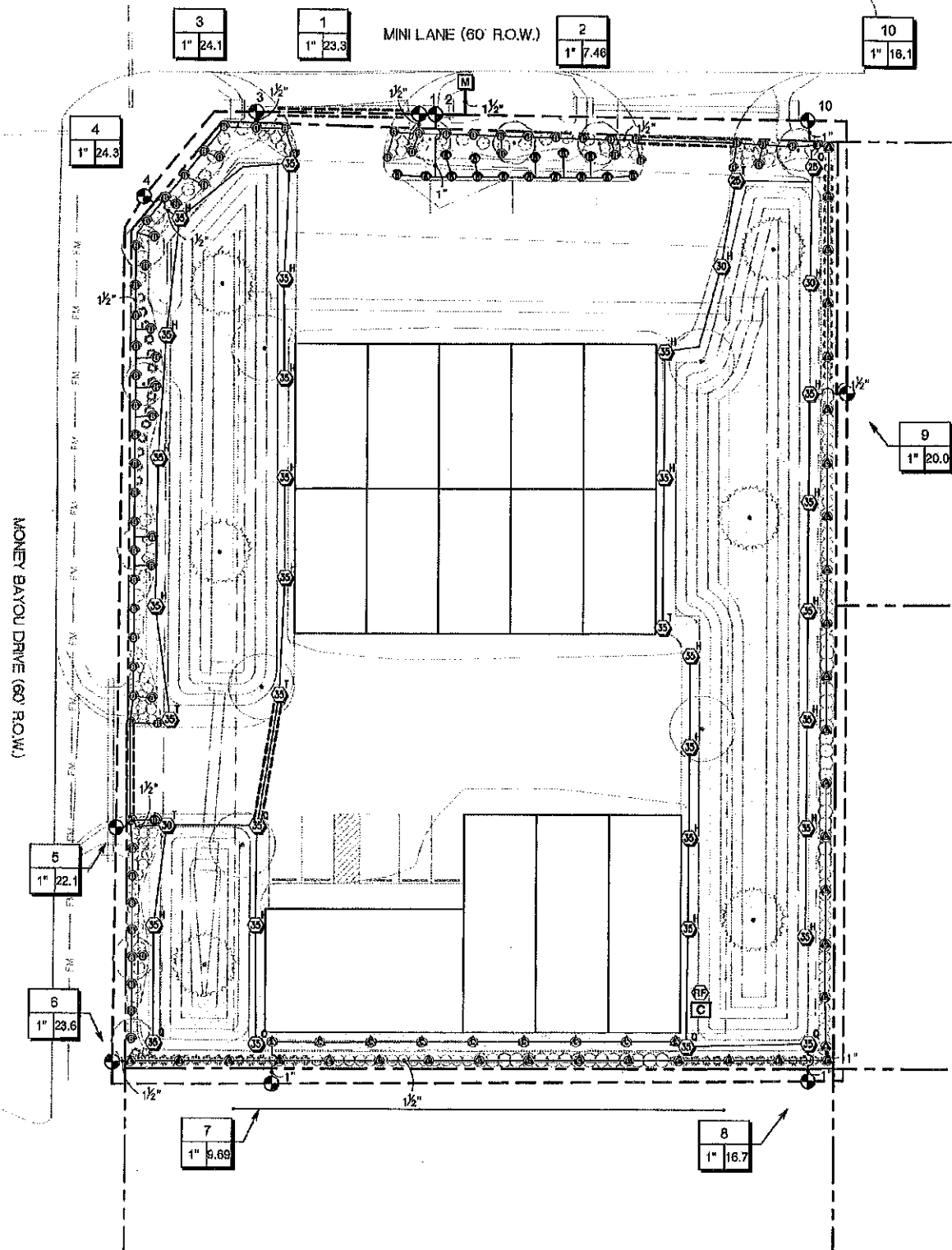
LANDSCAPE
PLANTING DETAILS

Sheet No.

LP500

IRRIGATION GRAPHICS NOTES

IRRIGATION SYSTEM DESIGN GRAPHICS ARE DIAGRAMMATIC IN NATURE, AND INTENDED TO INDICATE GENERAL LOCATION AND PROXIMITY TO OTHER ELEMENTS OF THE DRAWING. AS SUCH, MAINLINE AND/OR VALVES ARE OFTEN SHOWN OUTSIDE OF TRENCH FOR GRAPHIC CLARITY. ALL EQUIPMENT AND PIPE SHALL BE WITHIN PROPERTY BOUNDARIES UNLESS OTHERWISE NOTED. SLEEVE SIZES TO BE DETERMINED BY CONTRACTOR UNLESS NOTED ON THE DRAWINGS.



IRRIGATION SCHEDULE					
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI		
	RAIN BIRD 1808-SAM-PRS 16 STRIP SERIES TURF SPRAY 8.0" POP-UP SPRINKLER WITH CO-MOLDED VIPER SEAL. 1/2" NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING.	8	30		
	RAIN BIRD 1808-SAM-PRS 8 SERIES MPR TURF SPRAY 8.0" POP-UP SPRINKLER WITH CO-MOLDED VIPER SEAL. 1/2" NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING.	16	30		
	RAIN BIRD 1812-SAM-PRS 16 STRIP SERIES SHRUB SPRAY 12.0" POP-UP SPRINKLER WITH CO-MOLDED VIPER SEAL. 1/2" NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE.	33	30		
	RAIN BIRD 1812-SAM-PRS 8 SERIES MPR SHRUB SPRAY 12.0" POP-UP SPRINKLER WITH CO-MOLDED VIPER SEAL. 1/2" NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE.	68	30		
	RAIN BIRD 1812-SAM-PRS 10 SERIES MPR SHRUB SPRAY 12.0" POP-UP SPRINKLER WITH CO-MOLDED VIPER SEAL. 1/2" NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE.	2	30		
	RAIN BIRD 6008-PL-PC-SAM-R-MPR 26 TURF ROTOR 6.0" POP-UP, PLASTIC RISER, WITH FLOW SHUT-OFF DEVICE, MATCHED PRECIPITATION ROTOR (MPR NOZZLE), ARO AND RADIUS AS PER SYMBOL. 25 FT=RED, 30 FT=GREEN, 35FT=BEIGE. WITH SEAL-A-MATIC CHECK VALVE, AND IN-STEM PRESSURE REGULATOR.	30	35		24'
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	GPM	RADIUS
	RAIN BIRD PGA 1" ELECTRIC REMOTE CONTROL VALVE	10			
	RAIN BIRD ESPLXME2 12 STATION TRADITIONALLY-WIRED, COMMERCIAL CONTROLLER. INDOOR/OUTDOOR, PLASTIC WALL-MOUNT ENCLOSURE.	1			
	RAIN BIRD WR2-RFS WIRELESS RAIN/FREEZE SENSOR.	1			
	WATER METER 1" BASIS OF DESIGN: 50 GPM @ 55 PSI. CONTRACTOR TO VERIFY. BACKFLOW TO BE PROVIDED BY CITY AS PART OF METER ASSEMBLY.	1			
IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 1" ONLY LATERAL TRANSITION PIPE SIZES 1 1/4" AND ABOVE ARE INDICATED ON THE PLAN, WITH ALL OTHERS BEING 1" IN SIZE.		2,045 L.F.			
IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 1 1/2" ONLY LATERAL TRANSITION PIPE SIZES 1 1/4" AND ABOVE ARE INDICATED ON THE PLAN, WITH ALL OTHERS BEING 1" IN SIZE.		257.9 L.F.			
IRRIGATION MAINLINE: PVC CLASS 200 SDR 21 1 1/2"		928.7 L.F.			
PIPE SLEEVE: PVC SCHEDULE 40		120.0 L.F.			
Valve Callout					
	Valve Number				
	Valve Flow				
	Valve Size				

QUANTITY TAKEOFF DISCLAIMER:
QUANTITIES NOTED ON PLANS ARE OFFERED AS A CONVENIENCE TO THE CONTRACTOR FOR BID PURPOSES ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES AND REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT.

NOT FOR CONSTRUCTION
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A Landscape Development Plan for
Money Bayou Storage
Orange Beach, Alabama

Revisions		
No.	Date	Revisions / Submissions
07.31.23		PERMIT SUBMITTAL

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YJ
Drawn
DM
Project Manager
LCW
Principal
232052-021
Project No.
07.28.23
Date

Registration
STATE OF ALABAMA
LESTER CHAD
NUMBER
518
REGISTERED LANDSCAPE ARCHITECT

Steel Title
LANDSCAPE IRRIGATION PLAN

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A Landscape Development Plan for
Money Bayou Storage
Orange Beach, Alabama

Revisions		Revisions / Submissions	
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YJ

Drawn

DM

Project Manager

LCW

Principal

232052-021

Project No.

07.26.23

Date

Registration

STATE OF ALABAMA

REGISTERED LANDSCAPE ARCHITECT

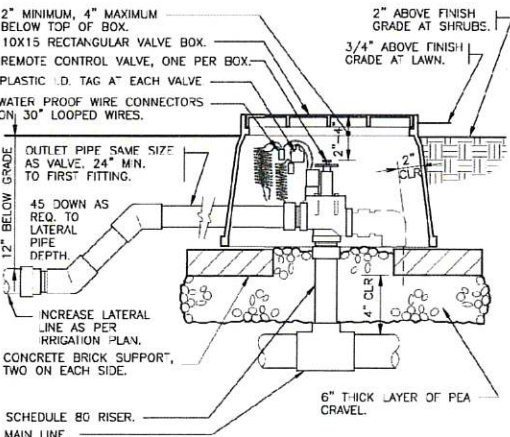
NUMBER 518

Sheet Title

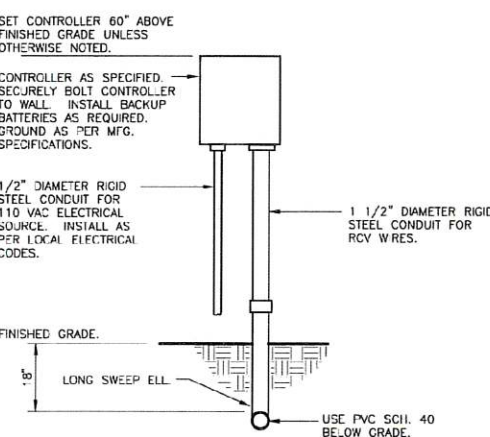
LANDSCAPE
IRRIGATION DETAILS

Sheet No.

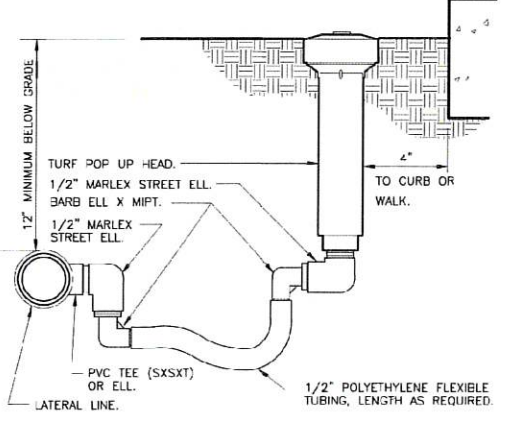
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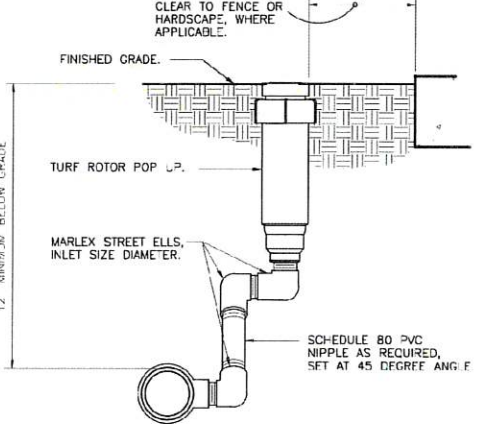
5 ELECTRIC REMOTE CONTROL VALVE
1 1/2" = 1'-0" 328406.13-01



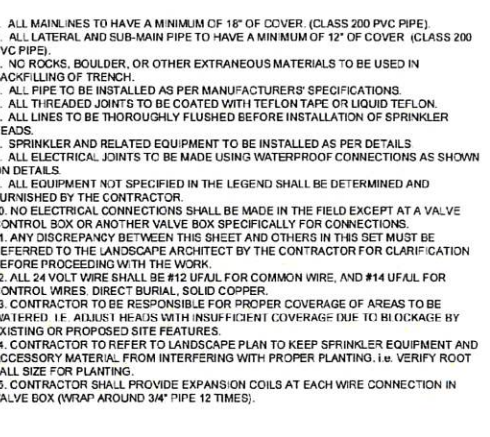
6 WALL MOUNT CONTROLLER
1" = 1'-0" 328406.13-01



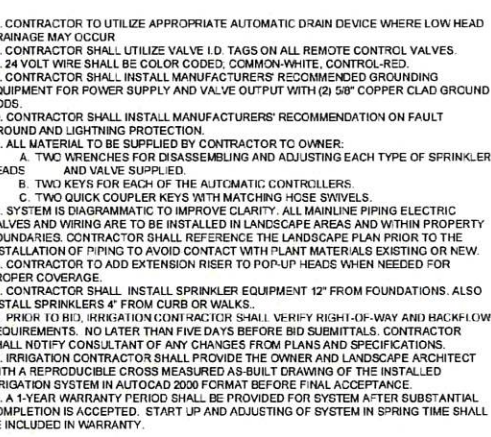
1 TURF SPRAY FLEX ASSEMBLY
3" = 1'-0" 328403.13-02



2 TURF ROTOR MARLEX ASSEMBLY
3" = 1'-0" 328403.29-01



3 SHRUB SPRAY HIGHPOP W/ FLEX ASSEMBLY
3" = 1" 328403.29-01



4 SLEEVING DETAIL
1/2" = 1'-0" 328409.78-05

- 7** GENERAL IRRIGATION NOTES
1" = 1" 328415-01
1. ALL MAIN LINES TO HAVE A MINIMUM OF 16" OF COVER (CLASS 200 PVC PIPE).
 2. ALL LATERAL AND SUB-MAIN PIPE TO HAVE A MINIMUM OF 12" OF COVER (CLASS 200 PVC PIPE).
 3. NO ROCKS, BOULDER, OR OTHER EXTRANEIOUS MATERIALS TO BE USED IN BACKFILLING OF TRENCH.
 4. ALL PIPE TO BE INSTALLED AS PER MANUFACTURERS' SPECIFICATIONS.
 5. ALL THREADED JOINTS TO BE COATED WITH TEFLON TAPE OR LIQUID TEFLON.
 6. ALL LINES TO BE THOROUGHLY FLUSHED BEFORE INSTALLATION OF SPRINKLER HEADS.
 7. SPRINKLER AND RELATED EQUIPMENT TO BE INSTALLED AS PER DETAILS.
 8. ALL ELECTRICAL JOINTS TO BE MADE USING WATERPROOF CONNECTIONS AS SHOWN ON DETAILS.
 9. ALL EQUIPMENT NOT SPECIFIED IN THE LEGEND SHALL BE DETERMINED AND FURNISHED BY THE CONTRACTOR.
 10. NO ELECTRICAL CONNECTIONS SHALL BE MADE IN THE FIELD EXCEPT AT A VALVE CONTROL BOX OR ANOTHER VALVE BOX SPECIFICALLY FOR CONNECTIONS.
 11. ANY DISCREPANCY BETWEEN THIS SHEET AND OTHERS IN THIS SET MUST BE REFERRED TO THE LANDSCAPE ARCHITECT BY THE CONTRACTOR FOR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
 12. ALL 24 VOLT WIRE SHALL BE #12 UFIL FOR COMMON WIRE, AND #14 UFIL FOR CONTROL WIRES. DIRECT BURIAL, SOLID COPPER.
 13. CONTRACTOR TO BE RESPONSIBLE FOR PROPER COVERAGE OF AREAS TO BE WATERED. I.E. ADJUST HEADS WITH INSUFFICIENT COVERAGE DUE TO BLOCKAGE BY EXISTING OR PROPOSED SITE FEATURES.
 14. CONTRACTOR TO REFER TO LANDSCAPE PLAN TO KEEP SPRINKLER EQUIPMENT AND ACCESSORY MATERIAL FROM INTERFERING WITH PROPER PLANTING. I.E. VERIFY ROOT BALL SIZE FOR PLANTING.
 15. CONTRACTOR SHALL PROVIDE EXPANSION COILS AT EACH WIRE CONNECTION IN VALVE BOX (W/RAIP AROUND 3/4" PIPE 12 TIMES).
 16. CONTRACTOR TO UTILIZE APPROPRIATE AUTOMATIC DRAIN DEVICE WHERE LOW HEAD DRAINAGE MAY OCCUR.
 17. CONTRACTOR SHALL UTILIZE VALVE I.D. TAGS ON ALL REMOTE CONTROL VALVES.
 18. 24 VOLT WIRE SHALL BE COLOR CODED, COMMON-WHITE, CONTROL-RED.
 19. CONTRACTOR SHALL INSTALL MANUFACTURERS' RECOMMENDED GROUNDING EQUIPMENT FOR POWER SUPPLY AND VALVE OUTPUT WITH (2) 5/8" COPPER CLAD GROUND RODS.
 20. CONTRACTOR SHALL INSTALL MANUFACTURERS' RECOMMENDATION ON FAULT GROUND AND LIGHTNING PROTECTION.
 21. ALL MATERIAL TO BE SUPPLIED BY CONTRACTOR TO OWNER:
 - A. TWO WRENCHES FOR DISASSEMBLING AND ADJUSTING EACH TYPE OF SPRINKLER HEADS AND VALVE SUPPLIED.
 - B. TWO KEYS FOR EACH OF THE AUTOMATIC CONTROLLERS.
 - C. TWO QUICK COUPLER KEYS WITH MATCHING HOSE SWIVELS.
 22. SYSTEM IS DIAGRAMMATIC TO IMPROVE CLARITY. ALL MAINLINE PIPING, ELECTRIC VALVES AND WIRING ARE TO BE INSTALLED IN LANDSCAPE AREAS AND WITHIN PROPERTY BOUNDARIES. CONTRACTOR SHALL REFERENCE THE LANDSCAPE PLAN PRIOR TO THE INSTALLATION OF PIPING TO AVOID CONTACT WITH PLANT MATERIALS EXISTING OR NEW.
 23. CONTRACTOR TO ADD EXTENSION RISER TO POP-UP HEADS WHEN NEEDED FOR PROPER COVERAGE.
 24. CONTRACTOR SHALL INSTALL SPRINKLER EQUIPMENT 12" FROM FOUNDATIONS. ALSO INSTALL SPRINKLERS 4" FROM CURB OR WALKS.
 25. PRIOR TO BID, IRRIGATION CONTRACTOR SHALL VERIFY RIGHT-OF-WAY AND BACKFLOW REQUIREMENTS. NO LATER THAN FIVE DAYS BEFORE BID SUBMITTALS. CONTRACTOR SHALL NOTIFY CONSULTANT OF ANY CHANGES FROM PLANS AND SPECIFICATIONS.
 26. IRRIGATION CONTRACTOR SHALL PROVIDE THE OWNER AND LANDSCAPE ARCHITECT WITH A REPRODUCIBLE CROSS MEASURED AS-BUILT DRAWING OF THE INSTALLED IRRIGATION SYSTEM IN AUTOCAD 2000 FORMAT BEFORE FINAL ACCEPTANCE.
 27. A 1-YEAR WARRANTY PERIOD SHALL BE PROVIDED FOR SYSTEM AFTER SUBSTANTIAL COMPLETION IS ACCEPTED. START UP AND ADJUSTING OF SYSTEM IN SPRING TIME SHALL BE INCLUDED IN WARRANTY.

Notice of Public Hearing
August 14, 2023- 4:00 P.M.
Orange Beach Municipal Complex – Council Chambers
4099 Orange Beach Blvd.

Case No. 0801-CU-23, Money Bayou Storage Buildings

Engineering Design Group, on behalf of SPI Properties LLC, requests recommendation to the City Council for approval of **Conditional Use** to construct a storage unit facility covering more than 12,800 square feet along with an office area covering about 1,900 square feet. The property is located at 4400 and 4402 Money Bayou Drive in the General Business (GB) zoning district

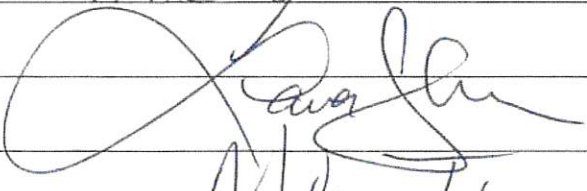
Please provide the following information and mail back to the City of Orange Beach if you plan to attend the public hearing on this matter. This information will enable the City to inform you if, for any reason, the public hearing on this matter is postponed or cancelled. It is very important that this form be returned if you are planning to attend as it could save you an unnecessary trip if the hearing is cancelled or if this item is removed from the agenda.

If you cannot attend the meeting but wish to submit your comments, please use the space below. You may email your form or comments to sdescalzo@orangebeachal.gov

Name: Laura Thomas / South Alabama Investment Group
Mailing Address: 4401 Money Bayou Dr
City, State, Zip: Orange Beach AL 36561
Day Phone (251) 980-2504

Please return this form to: Sherri Descalzo
Orange Beach Planning Commission
P.O. Box 2432
Orange Beach, AL 36561
(251) 981-6794
Email: sdescalzo@orangebeachal.gov

Comments:

We are in favor of this project and have
no objections. Thank You

Mike Thomas



PLANNING & ZONING
COMMUNITY DEVELOPMENT DEPARTMENT
P.O. BOX 2432
ORANGE BEACH, ALABAMA 36561



VIA EMAIL – dichiara@edgalabama.com

August 17, 2023

David Dichiara
Engineering Design Group
1000 East Laurel Ave.
Foley, AL 36535

**RE: Planning Commission Action Letter
Conditional Use Approval
Case No. 0801-CU-23
Money Bayou Storage Buildings**

Dear David,

On August 14, 2023, the Orange Beach Planning Commission held a public hearing and considered the above referenced application. The motion for favorable recommendation was approved (8-0). Therefore, this application will go to City Council with a **positive recommendation** subject to the following conditions:

Planning/Zoning:

- Planning Commission approval per Section 8.010405 of the zoning ordinance of the use of gravel for the vehicular use area.
- Providing the utility availability letter from the Orange Beach Water Authority.
- Submitting a preliminary and final minor subdivision to combine Lots 11 and 12 into a single lot to comply with Section 3.2 of the subdivision regulations.
- Omitting the landscape layout sheet from the architectural submission.
- An additional entrance is recommended on the north side of the office facing the parking spaces. Otherwise, a 6-foot separation is required between the sidewalk and building façade for a landscaped area.

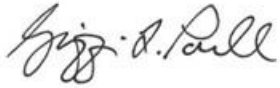
Fire Prevention:

- Knox Gate switches will be required if gates are being installed.
- Providing proof that access roadways will support 75,000 gross pounds and will be an all-weather surface.
- Providing the location of the Fire Department Connections (FDC) on the site plan.
- For the Fire Department turnaround requirement to be increased from 150 to 180 feet, the following conditions will need to be met for the exception to be approved: (a) the buildings shall be equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.2 of the International Fire Code; and (b) if plans are changed to extend the access road more than 180 feet, an approved turnaround will be required.

The Orange Beach City Council will hold a public hearing and first reading on this application at its regular meeting scheduled for Tuesday, September 5, 2023, at 5:00 p.m. in the City Council Chamber located at 4099 Orange Beach Boulevard.

Please contact our office if you have any questions.

Best Regards,

A handwritten signature in black ink, appearing to read "Griffin L. Powell". The signature is fluid and cursive, with the first name "Griffin" being more prominent.

Griffin L. Powell
City Planner

Cc: Kit Alexander, Community Development Director
Sean Brumley, GIS Specialist
Sherri Descalzo, Planning Coordinator
Katherine Shaver, SPI Properties LLC



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 5, 2023**

Departments: City Clerk

Description of Topic: First Reading - Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0801-CU-23, Money Bayou Storage Buildings at 4400 and 4402 Money Bayou Drive Conditional Use Approval.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2023-xxxx Amd 172 0801-CU-23 Money Bayou Storage Building

ORDINANCE NO. 2023-xxxx

**AN ORDINANCE FURTHER AMENDING ORDINANCE NO. 172,
CITY OF ORANGE BEACH ZONING ORDINANCE,
MONEY BAYOU STORAGE BUILDING
CONDITIONAL USE APPROVAL
(#0801-CU-23)**

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 to allow conditional use of property located at 4400 Money Bayou Drive (Lot 11) and 4402 Money Bayou Drive (Lot 12) zoned General Business (GB) for the purpose of constructing a storage facility covering 11,600 square feet along with an office area covering 1,700 square feet, pursuant to the application #0801-CU-23 on file with the Department of Community Development;
2. That approval of this major modification is contingent upon the conditions recommended by staff as follows:
 - a. Planning Commission approval of the use of gravel in the vehicular use area per Section 8.010405 of the Zoning Ordinance;
 - b. Providing the utility availability letter from the Orange Beach Water Authority;
 - c. Submitting a preliminary and final minor subdivision to combine Lots 11 and 12 into a single lot to comply with Section 3.2 of the subdivision regulations;
 - d. An additional customer entrance is recommended on the north side of the office facing the parking spaces. Otherwise, a 6-foot separation is required between the sidewalk and the building façade for a landscaped area;
 - e. Knox Gate switches will be required if gates are being installed;
 - f. Providing proof that access roadways will support 75,000 gross pounds and will be an all-weather surface;
 - g. Providing the location of the Fire Department Connections (FDC) on the site plan; and
 - h. For the Fire Department turnaround requirement to be increased from 150 to 180 feet, the following conditions will need to be met for the exception to be approved: (a) the buildings shall be equipped throughout with an approved automatic sprinkler system installed in accordance with Sections 903.3.1.1, 903.3.1.2, or 903.3.3 of the International Fire Code; and (b) if plans are changed to extend the access road more than 180 feet, an approved turnaround will be required.
3. That all ordinances or parts of ordinances in conflict are, to the extent of such conflict, repealed;

and

4. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 5th DAY OF SEPTEMBER, 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



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 5, 2023**

Departments: City Clerk

Description of Topic: First Reading - Ordinance amending Chapter 10, Article II, Section 10-28 of the Code of Ordinances of the City of Orange Beach, Alabama, to ban exotic animals and provide regulations for sheltering by agents of recognized wildlife associations and zoos.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2023-xxxx Amd Ch 10 Art II Sec 10-28 Exotic Animals

ORDINANCE NO. 2023-xxxx

**AN ORDINANCE AMENDING CHAPTER 10, ARTICLE II, SECTION 10-28
OF THE CODE OF ORDINANCES OF THE CITY OF ORANGE BEACH, ALABAMA
TO BAN EXOTIC ANIMALS AND PROVIDE REGULATIONS FOR SHELTERING BY
AGENTS OF RECOGNIZED WILDLIFE ASSOCIATIONS AND ZOOS**

FINDINGS:

1. The City Council of the City of Orange Beach, Alabama passed Ordinance No. 2011-1128 on or around March 1, 2011, establishing regulations for the presence of exotic animals within the City. This ordinance is codified at section 10-28 of the Code of Ordinances of the City of Orange Beach, Alabama.
2. Exotic animals are wild animals by nature and pose an inherent danger to the public, especially when not cared for by a trained professional.
3. The City has dealt with multiple instances of exotic animals being kept in conditions unclean and/or unsafe for both the animals and their owners. Improper confinement of these animals can lead to health hazards for any party within the vicinity (e.g. owners, neighbors, passers-by). Exotic animals are not only dangerous due to the risk of biting or attack, but often carry diseases that can be transmitted to humans.
4. In an effort to protect and promote the safety and welfare of our residents and visitors as well as these exotic animals and their species, the City Council has determined it is necessary to ban exotic animals within the City of Orange Beach.

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

1. That Section 10-28 of the Code of Ordinances of the City of Orange Beach, Alabama is hereby amended to read as follows:
 - (a) It shall be unlawful for anyone to own, harbor, possess, or permit any exotic animal within the City of Orange Beach, Alabama.
 - (b) Agents of Registered or Licensed wildlife associations or zoos may be granted an exception to this prohibition by the City of Orange Beach Animal Control Officer upon written request to the Animal Control Officer to shelter or possess any exotic animal within the City of Orange Beach. The Agent shall provide information regarding the animal such as breed, name, age, weight, sex, vaccination status, veterinarian, if the animal requires outside time, an emergency contact, safety measures, known dangers to the public, and where the animal will be located. The Animal Control Officer may request other information if deemed necessary. Any exceptions granted shall be in the complete discretion of the Orange Beach Animal Control based upon information granted herein and upon finding that the public purpose in sheltering the animal outweighs potential danger to the public.
 - (c) This Ordinance shall not apply to employees or agents of the City of Orange Beach possessing or sheltering exotic animals in their official capacity.
2. **SEVERABILITY.** A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part of this Ordinance shall not affect the validity of the remaining parts to this Ordinance.
3. **EFFECTIVE DATE.** That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 5th DAY OF SEPTEMBER, 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



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 5, 2023**

Departments: City Clerk

Description of Topic: First Reading - Ordinance amending Chapter 2, Article II, Division 2, Section 2-40(b) of the Code of Ordinances of the City of Orange Beach, Alabama, to establish an electronic meeting policy for City Council.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2023-xxxx Amd Ch 2 Art II Div 2 Sec 2-40 City Council Electronic Meeting Policy

ORDINANCE NO. 2023-xxxx

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE II, DIVISION 2, SECTION 2-40(b)
OF THE CODE OF ORDINANCES OF THE CITY OF ORANGE BEACH, ALABAMA
TO ESTABLISH AN ELECTRONIC MEETING POLICY FOR CITY COUNCIL**

FINDINGS:

1. The City Council of the City of Orange Beach, Alabama passed Ordinance No. 2022-1418 on or about July 26, 2022 stating all meetings of the City Council will be held in person except as allowed by state law.
2. Alabama Code §36-25A-5.2 allows entities of municipalities (i.e. City Council) to allow electronic participation in meetings under certain circumstances, provided the municipality has adopted an Electronic Meeting Policy.
3. The City Council has determined it is necessary to adopt an Electronic Meeting Policy in order to allow electronic participation by members who would otherwise not be able to attend due to illness.

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

1. That Chapter 2, Article II, Section 2-40(b) of the Code of Ordinances of the City of Orange Beach, Alabama is hereby amended to read as follows:

(b) Electronic proceedings.

- (1) *Purpose and applicability.* It is the policy of the City of Orange Beach that individual members of the City Council may participate in Council meetings by electronic means as permitted by Alabama Code §36-25A-5.2 up to two times per calendar year. All proceedings pursuant to this policy shall be performed in accordance with Alabama Code 36-25A-5.2 as may hereafter be amended. This policy shall apply to the entire City Council membership without regard to the identity of the member requesting remote participation or the matters to be considered or voted on at the meeting.
- (2) *Quorum required.* The City Council may consider a request for participation by electronic communication means only if a quorum of the City Council is physically present at the central or physical meeting location, and there is an arrangement for all participants to hear one another at the same time.
- (3) *Permissible reasons for electronic participation.* Participation by a Council member in a meeting by electronic communication means shall only be allowed if the Council member is unable to be physically present due to an illness. For purposes of this section, “illness” means sickness, disease or other physical condition that causes a Council member to face significant difficulties attending a Council meeting in person and/or endangers the health the subject member or of those physically present.
- (4) *Approval process.* No Council member may participate in a meeting by electronic communication means unless the Council member requests and the Council approves the participation in accordance with this policy.
 - i. A Council member may request to participate in a Council meeting by electronic communication means if the Council member notifies the Mayor and the City Clerk on or before the day of the meeting that the Council member is unable to attend due to illness.

- ii. The Council member must also notify the City Clerk of the remote location from which the Council member would participate by electronic communication means.
 - iii. At the meeting, the City Clerk shall announce the information received from the Council member requesting electronic attendance. If the Council member's request is in all respects compliant with this policy, then any quorum of the Council members physically assembled at the central or physical meeting location shall make a motion to approve or disapprove the absent Council member's request. A roll call vote shall be taken.
 - iv. Upon approval of Council member's participation by electronic communication means, the Council member shall be allowed to fully participate in the meeting by electronic communication means in all respects except for establishment of a quorum.
 - v. If the Council member's participation by electronic communication means is approved, the City Clerk shall record in the meeting minutes: (i) the motion; (ii) the vote thereon; (iii) the specific nature of the illness or medical condition; (iv) the remote location from which the Council member participates in the meeting; (v) the method of electronic communication being utilized for participation.
 - vi. If the Council member's participation by electronic communication means is disapproved, whether by adoption of a motion to disapprove or rejection of a motion to approve, the City Clerk shall record in the meeting minutes: (i) the motion; (ii) the vote thereon; (iii) the specific nature of the illness or medical condition; (iv) the remote location from which the Council member would participate in the meeting; (v) the method of electronic communication to be utilized for participation; and (vi) the specific aspect of this policy that would be violated by the Council member's proposed participation by electronic communication means, as summarized by a quorum of the Council members physically present.
- (5) *Approval.* Individual participation from a remote location shall be approved unless such participation would violate this policy or the provisions of the Alabama Open Meetings Act.
- (6) *Location.* The location where the quorum is present and each remote location from which a Council member participates must have two-way audio with each other's location during the entire meeting. Each participant's voice must be clearly audible to each other participant and, during the open portion of the meeting, to members of the public in attendance at the location where the quorum is present. The audio signals perceptible by members of the public at the location where the quorum of the members are present must be of sufficient quality so that members of the public can hear the voice of each participant in the open portion of the meeting.
- (7) *Requirements of electronic system.* Any electronic communications system utilized must allow all of the participating members—whether they are physically in the central location or in remote location(s)—to simultaneously communicate with one another and the public. The City Clerk shall arrange for the acquisition and installation of all appropriate equipment, communications systems and software as shall be necessary to comply with the provisions of this section. Acceptable means of electronic communications include telephone (speaker phone) or by video or audio teleconferencing means, such as Zoom, GoToMeeting, GoToWebinar, Webex, Microsoft Teams, Google Hangout or any other similar platform approved by the City Administrator which is clear, uninterrupted and allows two-way communication for the participating Council members.

- (8) *Notice of Meeting.* If a Council member is participating in a meeting of the City Council by electronic communication means as authorized by this section, the City Council shall ensure that means of access to the electronic communication is published in the same manner as the notice of the meeting is published pursuant to Chapter 25A of Title 36 of the Code of Alabama.
 - (9) *Voting.* Any vote taken at a meeting utilizing the equipment contemplated in this section shall be taken as a roll call vote that allows each participant to vote individually in a manner audible to all persons participating or present at the physical location where the quorum is present.
 - (10) *Interruption of electronic communication.* If the electronic communication means fail or are in any way interrupted during a meeting otherwise in compliance with this section, that failure shall not be grounds to challenge any action taken during the meeting.
 - (11) *Implementation of policy.* At least forty-five (45) days shall lapse between the adoption of this policy and the first meeting that the City Council uses electronic means of communication as authorized by this section.
 - (12) *No reimbursement of expenses.* A Council member participating in a meeting by electronic communication means as provided by this section may not claim any form of fee or reimbursement of expenses relating to that meeting, including mileage.
2. That all ordinances, resolutions or parts in conflict with this ordinance, to the extent of such conflict, are hereby repealed to the extent in conflict hereof; and
 3. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 5th DAY OF SEPTEMBER, 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