



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Regular Council Meeting 11/14/2023
2. Committee of the Whole 11/14/2023

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

1. Discuss renewal of the medical services agreement with Southern Rapid Healthcare, Inc., dba Southern Rapid Care, for employee healthcare services. (FH)
2. Reschedule Council Meeting on December 19, 2023, to December 13, 2023.

Resolutions

1. Resolution to update the list of volunteer firefighters and reserve police officers covered under workers' compensation insurance. (RE)
2. Resolution appointing attorneys for 2024. (JL)
3. Resolution awarding annual bids. (RE/TR)
4. Resolution authorizing the execution of a professional services agreement with Computer Backup, Inc., for technology support and managed services. (RE)

5. Resolution authorizing the purchase of a Vacuum Pump Truck for the Utilities Department through the Sourcewell purchasing cooperative from Sansom Equipment Co., Inc., in the amount of \$509,207. (JH)
6. Resolution authorizing execution of a professional services agreement with Chris Litton for various special services. (FH)
7. Resolution authorizing the submittal of an Alabama Department of Environmental Management Clean Water Act Section 319 Nonpoint Source Program Watershed Grant Application. (NW)
8. Resolution authorizing the execution of amendment two to the subaward grant agreement with the Alabama Department of Conservation and Natural Resources for the RESTORE Act-funded expansion of the Orange Beach Wildlife Rehabilitation and Education Program. (NW)
9. Resolution authorizing the execution of a grant award agreement with the National Audubon Society for the stewardship of Coastal Alabama beach nesting bird habitat. (NW)
10. Resolution authorizing the approval of a variance from Chapter 30, Article VII of the City Code, entitled "Coastal Construction," to allow for dewatering by Phoenix South Point, LLC. (NW)
11. Resolution authorizing a franchise for CrozzzzCabz, Inc., to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. (RE/TC)
12. Resolution authorizing a franchise for BFI Waste Services, LLC, dba Republic Services, to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris. (RE/TC)

Public Hearings

Ordinances

V. Public Comments

VI. Adjourn

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
NOVEMBER 14, 2023 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 5:00 P.M.
- II. INVOCATION** Councilmember Annette Mitchell
- 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 (Silvers/Blalock) to approve the agenda as written. Vote unanimous in favor.
Motion passed.

VI. CONSIDERATION OF PREVIOUS MINUTES

Solid Waste Authority Meeting	10/17/2023
Regular Council Meeting	10/17/2023
Committee of the Whole	10/17/2023
Work Session	10/24/2023

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 – Jeff Smith</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. Mayor/Council

Councilmember Mitchell invited the community to the City's Tree Lighting event being held at the Wharf on November 28, 2023.

VIII. AUDITING OF ACCOUNTS

Motion made (Mitchell/Blalock) 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. **Motion 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. **Motion passed. (5-0-1).**

IX. PRESENTATIONS

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

Resolutions

1. Resolution awarding the bid for a Softball and Baseball Field House to Rolin Construction, Inc., in a negotiated amount not to exceed \$1,777,000 and accepting the unit price of \$75 per cubic yard for removal and replacement of unsuitable soil. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

XII. NEW BUSINESS

Resolutions

1. Resolution authorizing execution of an intergovernmental agreement with the South Alabama Purchasing Association. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution authorizing the execution of an amended implementation agreement with the Alabama Department of Conservation and Natural Resources for the Coastal Alabama Sea Turtle Triage Restoration Project. **Motion made (Johnson/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution establishing a schedule of dates for the Municipal Court of the City of Orange Beach. **Motion made (Blalock/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution declaring certain personal property owned by the City of Orange Beach as surplus and unneeded and authorizing the Mayor and City Clerk to dispose of such property. **Motion made (Boyd/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. Resolution authorizing execution of a change order with R&B Contracting Company, Inc., for the Sewer Force Main Canal Road to CR-12 Project in an amount not to exceed \$81,500.80. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution authorizing execution of an Employee Assistance Program Agreement with New Directions Behavioral Health, L.L.C. **Motion made (Silvers/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
7. Resolution approving the Fiscal Year 2024 Budget for the City of Orange Beach, including the transfer of special revenue funds to general fund for special revenue fund projects.

- Motion made (Blalock/Johnson) to postpone consideration until the next council meeting on December 5th. Vote unanimous in favor. Motion passed.**
8. Resolution authorizing execution of a mutual aid agreement with Lifeguard Ambulance Services, LLC, dba Medstar EMS, for the Fire Department. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
 9. Resolution approving the amended and restated settlement agreement in the case of Wireman, et al. v. The City of Orange Beach. No action taken.
 10. Resolution authorizing the purchase of stop loss insurance for the City of Orange Beach, FY2024. **Motion made (Mitchell/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
 11. Resolution authorizing an additional one-time payment to city employees for future services. **Motion made (Mitchell/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:09 P.M.

APPROVED this the 19th day of December, 2023.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
NOVEMBER 14, 2023 – 5:09 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the December 5, 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 authorizing the city to host community events for the benefit of citizens and visitors of the City of Orange Beach during 2024.
2. Resolution appointing members to the Employees' Leave Bank Committee.
3. Resolution authorizing execution of an agreement with CGI Communications, Inc., dba CGI Digital, for a community showcase video program. Marc Anderson, Special Projects Coordinator, briefly explained the initiative, which is at no cost to the city.
4. Resolution authorizing execution of a professional services agreement with Bob Riley and Associates, LLC, for lobbying services.
5. Resolution authorizing execution of a professional services agreement with Van Scoyoc Associates for consulting services.
6. Resolution authorizing execution of a professional services agreement with Socialize Your Bizness, Inc., for social media consulting and marketing services.
7. Resolution authorizing execution of a performance contract with Baldwin County Economic Development Alliance, Inc.
8. Resolution appropriating funds to the Gulf Shores Airport Authority in an amount not to exceed \$75,000 for FY2024.
9. Resolution authorizing execution of a performance contract with Coastal Ballet, Inc.
10. Resolution extending the entertainment district at SanRoc Cay Marina / Perdido Beach Resort.
11. Resolution extending the entertainment district at the Wharf.
12. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1106-ZT-23, Zoning Text Amendment, Section 5.16, Recreational Vehicles. Public hearing set for December 5, 2023.
13. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1107-ZT-23, Zoning Text Amendment, Section 16.02, Tree Protection and Landscaping Applicability. Public hearing set for December 5, 2023.

Public Comments:

None

There being no further business, the meeting adjourned.

Time: 5:14 P.M.

APPROVED this 19th day of December, 2023.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 5, 2023**

Departments: City Clerk

Description of Topic: Discuss renewal of the medical services agreement with Southern Rapid Healthcare, Inc., dba Southern Rapid Care, for employee healthcare services. (FH)

Background/Description: Current contract expires December 31, 2023.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 5, 2023**

Departments: City Clerk

Description of Topic: Reschedule Council Meeting on December 19, 2023, to December 13, 2023.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 5, 2023**

Departments: City Clerk

Description of Topic: Resolution to update the list of volunteer firefighters and reserve police officers covered under workers' compensation insurance. (RE)

Background/Description: Annual requirement by workers' compensation insurance provider.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-19-23 23-xxx Workers Comp Update Fire Police

RESOLUTION NO. 23-xxx

**A RESOLUTION TO UPDATE THE LIST OF
VOLUNTEER FIREFIGHTERS AND RESERVE POLICE OFFICERS
COVERED UNDER WORKERS' COMPENSATION INSURANCE**

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

1. That the following listed reserve police officers are hereby covered by the City's workers' compensation insurance when said individuals are on duty as police personnel:

Douglas Malcolm Cole
Daryl Hoskins, Jr.
Khyle Douglas Jackson

The following are city employees who serve as reserve police officers:

Jacob Anthony Schultz	Police Department, Support Services
Alice Maria Braga-Oliveira	Police Department, Jailer
Michael Henry Norris	Police Department, Jailer
Joseph Timothy Rutan	Police Department, Jailer
Kelli Ann Brown	Police Department, Dispatch
Matthew Tyler Malone	Finance Department
Jason Samuel Alms	Police Department, Jailer
Jacob Frank Mitchum	Police Department, Support Services

The following are reserve auxiliary police officers who do not carry a weapon:

Norman Robert Matzl
Bruce David McNelly

2. That the City of Orange Beach currently does not have volunteer firefighters to be covered by workers' compensation insurance;
3. That these lists will be updated annually by a vote of the City Council; and
4. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 19th DAY OF DECEMBER, 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 December 19, 2023.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 5, 2023**

Departments: City Clerk

Description of Topic: Resolution appointing attorneys for 2024. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-19-23 23-xxx Appoint Attorneys 2024
2. 2023.12.19 Letter of Appointment - Attorney Davis
3. 2023.12.19 Letter of Appointment - Attorney Woodall

RESOLUTION NO. 23-xxx

A RESOLUTION APPOINTING ATTORNEYS FOR 2024

FINDINGS:

1. Chapter 2, Section 83 of the *Code of Ordinances for the City of Orange Beach* authorizes the City Attorney, with consent of the Mayor and approval of the City Council, to appoint such other attorneys as are needed to carry on the legal business of the City.
2. The City Attorney has recommended that:
 - a. Attorney Spencer E. Davis, Jr., be appointed as the City Prosecutor for Municipal Court; and
 - b. Attorney Paul Woodall of the Jones Walker law firm in Birmingham be appointed to represent the City concerning real estate transactions, public finance, economic incentives, and other specialized legal services as may be directed by the City Attorney.
3. The term of this agreement shall be for twelve (12) months commencing January 1, 2024, and ending December 31, 2024.

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

1. That the Council approves the appointments of attorneys Spencer Davis and Paul Woodall with compensation as set out in the letters of appointment (attached Exhibit A); and
2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 19th DAY OF DECEMBER, 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 December 19, 2023.

City Clerk



December 20, 2023

Spencer E. Davis, Jr., Esq.
Spencer E. Davis, LLC
109 N.W. First Street
Summerdale, Alabama 36580

RE: APPOINTMENT AS ATTORNEY

Dear Spencer:

Pursuant to Chapter 2 of the *Code of Ordinances* for the City of Orange Beach, and as approved by Resolution No. 23-xxx of the City Council for the City of Orange Beach, adopted December 19, 2023, you are hereby appointed as the City Prosecutor for the Municipal Court.

Your appointment shall be effective January 1, 2024, through December 31, 2024. As compensation for your services, you shall be paid, in advance, a base monthly fee of \$4,500 per month, plus any actual out-of-pocket expenses. Additionally, you will be paid on an actual time spent basis at the rate of \$150.00 per hour for appeals to the Court of Criminal Appeals or the Supreme Court of Alabama, for any federal habeas petitions, for litigation that arises from personnel investigations, and for any other general legal work that is assigned. Mileage shall be reimbursed in accordance with City policy.

If you are in agreement with these terms, please sign below and return to my office.

Sincerely,

Tony Kennon
Mayor

Accepted: _____
Spencer E. Davis, Jr., Attorney

Date: _____



December 20, 2023

Mr. Paul O. Woodall, Jr., Esq.
Jones Walker LLP
1819 5th Avenue North, Suite 1100
Birmingham, Alabama 35203

RE: APPOINTMENT AS ATTORNEY

Dear Paul:

Pursuant to Chapter 2 of the *Code of Ordinances* for the City of Orange Beach, and as approved by Resolution No. 23-xxx of the City Council for the City of Orange Beach, adopted December 19, 2023, you are hereby appointed as Attorney to advise the City concerning real estate, public finance, economic incentives, and other transactions.

Your appointment shall be effective January 1, 2024, through December 31, 2024. As compensation for your services, you shall be paid on an hourly basis in accordance with your firm's current rate structure and any current discounted rates being given to the City to continue in place through 2024, plus any actual out-of-pocket expenses.

If you are in agreement with these terms, please sign below and return to my office.

Sincerely,

Tony Kennon
Mayor

Accepted: _____
Paul O. Woodall, Jr., Attorney

Date: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 5, 2023**

Departments: City Clerk

Description of Topic: Resolution awarding annual bids. (RE/TR)

Background/Description: Bid opening scheduled for December 14, 2023.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 5, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a professional services agreement with Computer Backup, Inc., for technology support and managed services. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): \$126,000 per year. Budgeted in Admin Professional Services.

ATTACHMENTS:

1. 12-19-23 23-xxx Authorize Professional Services Agreement Computer Backup CBI
2. 2023.11.17 Professional Services Agreement Computer Backup CBI

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
COMPUTER BACKUP, INC.
FOR TECHNOLOGY SUPPORT AND MANAGED SERVICES**

FINDINGS:

1. The City of Orange Beach and Computer Backup, Inc., have reached an agreement (attached Exhibit A) whereby Computer Backup, Inc., will provide technology support and managed services for the City of Orange Beach.
2. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.
3. The term of this agreement shall be for twenty-four (24) months commencing on January 1, 2024, and ending December 31, 2025.

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

1. That the Mayor and City Clerk are hereby authorized to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Computer Backup, Inc., 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 19th DAY OF DECEMBER, 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 December 19, 2023.

City Clerk

PROFESSIONAL SERVICES CONTRACT

This Agreement is made and entered into by and between the City of Orange Beach, an Alabama municipal corporation (the “City”) and Computer Backup, Inc., an Alabama corporation (sometimes hereinafter “Contractor”), as follows:

1. Recitals.

WHEREAS, Contractor is a consulting firm that provides technology support and managed services;

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

NOW, THEREFORE, 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, the parties do hereby covenant and agree as follows:

2. Scope of Services.

Contractor will provide 40 hours per month for the following services:

- (a) Engineering and consulting services pertaining to networks, computers, printers, cabling, and related hardware;
- (b) Assist with estimating computer equipment budgets, prepare specifications, and evaluating bids for purchase of computers, software, networking equipment, cabling, and other technology needs;
- (c) Coordinating and planning hardware/software installations with City vendors;
- (d) Troubleshooting hardware/software issues;
- (e) Coordination with City vendors concerning replacement/warranty issues;
- (f) Update and maintain City networks;
- (g) Review of all contracts and proposals pertaining to hardware, software, telecommunications, Internet, consulting, and technical services.

Exclusions. Services excluded from this agreement are as follows:

- (a) Routine system or data backups.
- (b) Computer Backup, Inc., is under no circumstance liable or responsible for the integrity or reliability of any software program, operating system, or of any information or data associated with the use of software programs or operating systems.

3. Compensation.

Contract will be paid on a monthly retainer of \$10,500 for the services provided pursuant to this Agreement. Said payments shall be made upon receipt of an Invoice from Contractor detailing work performed and hours worked.

4. Term.

The term of this Agreement is twenty-four (24) months commencing January 1, 2024, and ending December 31, 2025, unless terminated earlier in accordance with paragraph 9. This Agreement may be renewed by resolution adopted by the City Council.

5. Independent Contractor.

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 venturer 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.

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as 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 the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefor.

6. Assignment.

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.

7. Indemnity.

Contractor agrees to indemnify and hold the City, its elected and appointed officials, officers, agents, and employees, harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. This section is not as to third parties or to anyone a waiver of any defense of immunity or statutory damages cap otherwise available to Contractor or City and these defenses and matters may be raised in the City's behalf in any action or proceeding arising from this Agreement.

8. Compliance with Law.

Contractor hereby agrees to comply strictly with all the laws of the State of Alabama and of the United States, and the laws and ordinances of any other jurisdiction in which contractor may perform any work pursuant to this Agreement.

9. Termination.

This Agreement may be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate. Upon termination, Contractor shall be paid pro rata for all services actually rendered up to the effective date of termination.

10. 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.

11. 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 authorized representatives of the party against whom enforcement is sought.

12. 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 be substantially impair the value of the entire agreement with respect to any party.

13. Law Governing.

This Agreement will be governed by the laws of the State of Alabama. The appropriate venue for any actions arising out of this Agreement would be Baldwin County, Alabama.

14. Permits, etc.

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.

15. 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

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.

16. 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.

17. Notices.

All notices of cancellation, requests, demands, or other communications shall be in writing and duly delivered to the addresses appearing below:

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

With Required Copy to:
City Attorney
Post Office Box 458
Orange Beach, Alabama 36561

And to Contractor
Computer Backup, Inc.
24695 Canal Road
Orange Beach, Alabama 36561

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

CITY OF ORANGE BEACH
An Alabama Municipal Corporation

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

COMPUTER BACKUP, INC.
An Alabama Corporation

By: _____
Lance Alexander, Owner

STATE OF ALABAMA
COUNTY OF BALDWIN

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

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

(SEAL)

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

STATE OF ALABAMA
COUNTY OF _____

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

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

(SEAL)

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



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 5, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Vacuum Pump Truck for the Utilities Department through the Sourcewell purchasing cooperative from Sansom Equipment Co., Inc., in the amount of \$509,207. (JH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted FY2024, Utilities Capital Equipment.

ATTACHMENTS:

1. 12-19-23 23-xxx Authorize Purchase Vacuum Pump Truck Utilities Sourcewell
2. 2023.11.21 Quote - Utilities - Sansom Equipment Vacuum Truck

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
VACUUM PUMP TRUCK FOR THE UTILITIES DEPARTMENT
THROUGH THE SOURCEWELL PURCHASING COOPERATIVE
FROM SANSOM EQUIPMENT CO., INC.
IN THE AMOUNT OF \$509,207**

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 Vacuum Pump Truck for the Utilities Department through the Sourcewell purchasing cooperative, approved by the State of Alabama and the Public Examiners Office, in the amount of \$509,207.00;
2. That the Mayor is hereby authorized to approve payment to Sansom Equipment Co., Inc., in the amount of \$509,207.00 for One (1) New 2024 Vactor 2100i Combination Sewer Cleaner Vacuum Pump Truck;
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 19th DAY OF DECEMBER, 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 December 19, 2023.

City Clerk



QUOTE

QUOTE # SECQ6084

DATE Nov 21, 2023

CONTRACT CUSTOMER ID # 83360

CONTRACT # 101221-VTR

To: Jeff Fresh
City of Orange Beach
4400 Public Works Drive
Orange Beach, AL 36561
United States

Sales Contact: Jeff Bodiford
251-298-9398
jeffb@secequip.com

Phone: (251) 974-1184
jfresh@orangebeachal.gov

QUOTE STATUS	SHIPPING TERMS	DELIVERY IN DAYS	PAYMENT TERMS
Sourcewell (NJPA)	Customer Location	30 - 60 Days	Net Delivery

QTY	DESCRIPTION
-----	-------------

- 1 Vactor 2100i Combination Sewer Cleaner with 15 cubic yard debris body, 1500 gallon water capacity, Roots 824-16 PD blower vacuum system and 80 GPM @ 2500 PSI water system

Includes all standard features plus the following equipment:

- Debris body washout
- 6" rear door drain with knife valve and camlock 3:00 position
- 6" rear door drain with knife valve and camlock 6:00 position
- Full rear door swinging screen drain filter
- (4) centrifugal cyclone separators
- Folding pipe rack curbside
- Sub-frame pipe rack
- Rear door splash shield
- Lube manifold with chart
- Air purge system
- Front blower controls
- Blower high temp safety shutdown
- Digital water level indicator
- Digital debris level indicator
- RDB Boom
- Beltpack wireless controller
- Rotatable boom inlet hose
- Anti splash valve in debris body
- 600' x 1" Piranha sewer hose
- Auto hose wind guide - dual roller, non-indexing
- Hydro excavation kit with spring loaded hose reel
- Drain valves at rodder pump, final filter and silencer
- Rear directional control LED arrow board
- Wireless waterproof rechargeable LED hand light
- Federal Signal 6 LED strobe package
- LED work lights on boom
- LED work lights on curb side
- 16 x 30 x 96 full width toolbox behind cab
- Toolboxes at front bumper with LED markers
- Toolbox driver side 24 x 24 x 24
- Safety cone rack - drop in style

QTY	DESCRIPTION
1	Sourcewell Contract #101221-VTR: Discount: \$11,878.00
1	New Freightliner 114SD SBA chassis with 370 HP Cummins diesel, Allison automatic transmission, 66,000 GVWR
1	Freight & Delivery - Orange Beach, AL
1	1" Nozzle Kit - Includes: Grenade, Aquadrill, Chisel Point, Spinner Attack, Warthog WG.

This quote does not include any federal, state, or local taxes.
 * In stock equipment are subject to prior sale. *

This Quote is valid for 30 Days.

TOTAL \$509,207.00

BIRMINGHAM OFFICE

2800 Powell Avenue
 Birmingham, AL 35233
 Ph: (205) 324-3104
 Fax: (205) 324-2679

MOBILE OFFICE

2025 West I-65 Service Road North
 Mobile, AL 36618
 Ph: (251) 631-3766
 Fax: (251) 631-3768

SHELBYVILLE OFFICE

3196 Highway 231 North
 Shelbyville, TN 37160
 Ph: (615) 696-7066
 Fax: (615) 413-5323

STONECREST OFFICE

2601 South Stone Mountain Lithonia Road
 Stonecrest, Georgia 30058
 Ph: (706) 685-6900
 Fax: (706) 609-3491





**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 5, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Chris Litton for various special services. (FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-19-23 23-xxx Authorize Professional Services Agreement Chris Litton
2. 2023.11.28 Professional Services Agreement Chris Litton

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
CHRIS LITTON FOR VARIOUS SPECIAL SERVICES**

FINDINGS:

1. The City of Orange Beach has reached an agreement (attached Exhibit A) with Chris Litton, an individual, whereby Chris Litton will provide special services including but not limited to audio production, firearms training and youth shooting sports organization and management, disaster recovery management, and veterans programs management.
2. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.
3. The term of this agreement shall be for twelve (12) months commencing January 1, 2024, and ending December 31, 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 City Clerk to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Chris Litton as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 19th DAY OF DECEMBER, 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 December 19, 2023.

City Clerk

PROFESSIONAL SERVICES CONTRACT

This Agreement is made and entered into by and between the City of Orange Beach, a Class 8 Alabama municipal corporation (hereinafter the "City") and Chris Litton, an individual (hereinafter the "Contractor"), as follows:

1. Recitals.

WHEREAS, the City desires to engage Contractor to provide special services and specialized organizational services due to contractors experience and certifications including, but not limited to audio production, firearms training and youth shooting sports organization and management, disaster recovery management, veterans programs management;

WHEREAS, the Contractor is skilled in providing such services and is available and willing to perform such services on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, 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, the parties to hereby covenant and agree as follows:

2. Consulting Services to be Performed.

- a) Contractor will perform such services with regard to the City's special events, performances, shooting and firearm classes, possibly emergency management skills and general support of city activities as needed, based on many years of experience and institutional knowledge.

3. Compensation.

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid \$40 / hour, plus pre-approved expenses incurred as part of Contractor's performance of this contract, in accordance with City policies.
- b) Contractor agrees to abide by the City's established policies, and agrees that any travel and expenses must be approved in advance by the City.
- c) Contractor shall be paid per invoice following city activities and events, upon the City's receipt of a properly documented invoice for specialized services performed. All estimated hours and expenses shall be pre-approved in planning for city events and activities.

4. Term.

The term of this Agreement is twelve (12) months commencing January 1, 2024, and ending December 31, 2024.

5. Independent Contractor.

- a) Notwithstanding any of the provisions of this Agreement, it is agreed that the 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 venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor.
- b) Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense as 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 the manner in which the services by Contractor provided for herein are performed but, on the contrary, Contractor shall be wholly responsible therefor.

6. Insurance.

- a) For the term of this Agreement, the Contractor shall acquire and maintain in full force and affect the policy of insurance evidenced by the certificate of insurance attached hereto, with the City being named as an additional insured.
- b) Said certificate shall require that said insurance coverage 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.

7. Assignment.

Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which consent shall be granted or denied solely at City's discretion.

8. Compliance with Law.

Contractor hereby agrees to comply strictly with all the laws of the State of Alabama and of the United States, and the laws and ordinances of any other jurisdiction in which contractor may perform any work pursuant to this Agreement. Contractor further agrees to comply with all rules, regulations, policies, and City ordinances that apply to sporting or other activities at City properties and facilities.

9. Termination.

This Agreement may be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate. Upon termination, Contractor shall be paid *pro rata* for all services actually rendered up to the effective date of termination. This Agreement may be terminated immediately by the City upon failure of the required background check or drug testing, as set out in paragraph 16, below.

10. 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.

11. Modifications.

Any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the City Council, and signed by the duly authorized representatives of both parties.

12. 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 either party.

13. 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 would be Baldwin County, Alabama.

14. Permits, etc.

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.

15. Background Check and Drug Testing.

Contractor consents to the City of Orange Beach to conduct a background check and drug testing in order for Contractor to provide coaching services as set out herein. Contractor shall provide all required information to the City in order to conduct the background check and drug testing including, but not limited to, full name (maiden name), physical address, date of birth, social security number, driver's license state and number.

16. Notices.

All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the addresses appearing below:

City of Orange Beach
City Clerk
Post Office Box 458
Orange Beach, AL 36561
And to Contractor:

Copy to:
City Attorney
P.O. Box 458
Orange Beach, AL 36561
Chris Litton
P.O. Box 441
Gulf Shores, AL 36542

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

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

Chris Litton, an Individual

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

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, acknowledge 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 Chris Litton, an Individual, whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me this day that, being informed of the contents of the above and foregoing agreement, he executed the same voluntarily 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 COMMITTEE OF THE WHOLE MEETING
DECEMBER 5, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing the submittal of an Alabama Department of Environmental Management Clean Water Act Section 319 Nonpoint Source Program Watershed Grant Application. (NW)

Background/Description: Grant application requesting assistance to install low impact development for the protection of Wolf Bay at the Orange Beach Wind and Water Learning Center.

Action Options/Recommendation:

Source of Funding (if applicable): Total estimated project cost of \$853,932. 60% to be funded through ADEM grant. 40% city match can include in-kind services.

ATTACHMENTS:

1. 12-19-23 23-xxx Authorize Grant Application ADEM Watershed Wolf Bay WWLC
2. 2023.11.30 Staff Memo - ADEM Watershed Grant Wolf Bay WWLC
3. 2023.12.01 Workplan ADEM Watershed Project Wolf Bay WWLC

RESOLUTION NO. 23-xxx

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

FINDINGS:

1. On June 6, 2023, City Council adopted Resolution No. 23-103 authorizing the submittal of an Alabama Department of Environmental Management (ADEM) Clean Water Act Section 319 Nonpoint Source Program Watershed Grant Application for grant assistance to design low impact development for the protection of Wolf Bay at the Orange Beach Wind and Water Learning Center.
2. The updated grant application (attached Exhibit A) reflects increased project costs.
3. Programs are limited to funding a maximum of sixty percent (60%) of the total proposed project cost estimated at \$853,932.
4. The City Council has found the request to be in the best interest of the City of Orange Beach.

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

1. That the City of Orange Beach will hold in reserve \$344,231, forty percent (40%) of the proposed project cost for the purpose of matching the Section 319 grant;
2. That in the event the grant is awarded, the City of Orange Beach understands that it will sign assurances to comply with all applicable Federal and State laws, rules and regulations; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 19th DAY OF DECEMBER, 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 December 19, 2023.

City Clerk



C I T Y O F O R A N G E B E A C H
COASTAL RESOURCES

MEMORANDUM

To: Mayor/Municipal Council
Via: Renee Eberly, City Clerk
C: Ford Handley, City Administrator
Phillip West, Coastal Resources Director
From: Nicole Woerner, Coastal Resources Deputy Director
Date: November 30, 2023
Re: **ADEM Section 319 Grant**

In June, the Council passed a resolution approving the submission of an ADEM Clean Water Section 319 grant application. Staff has been working with ADEM grant coordinators on the preliminary site plan and project application. The application is substantially the same with the major goal of creating a low-impact design, improved parking area north of the Wind and Water Center but the costs have increased. The total project cost is now \$853,932 and has a 40% matching requirement of \$344,231. The grant allows for in-kind matching and over \$60,000 of the \$345k will be salary time for staff that works on the grant. ADEM has included some community outreach days for hazardous waste, litter cleanups, community dumpster days, all of which Public Works already handles and those invoices can be used as match. I have spoken to the new City engineer and he has assured me that he will be capable of design and CE&I which will lower the engineering fees that are built into the budget. ADEM reached out to Orange Beach because they have additional funds in 2023 and are excited to work with us on this project.



Clean Water Act Section 319(h) Nonpoint Source Program Watershed Project Workplan

Section 1 PROJECT INFORMATION

Name of Project

Low Impact Development for the Protection of Wolf Bay at Wind & Water Learning Center

Name of Sponsoring Organization

Orange Beach, City of

Sponsor Address (Number and Street, City, State, and ZIP code)

Physical:

4099 Orange Beach Blvd.

Orange Beach, AL 36561

Mailing:

P.O. Box 458

Orange Beach, AL 36561

Sponsor Organization Type (check one)



Municipality



County Government



University



State Government



Nonprofit 501(c)(3)

Federal Identification Number

63-0888669

Unique Entity Identifier (UEI) / CAGE Code

JKREAZH2DMF6/8A7Y4

Section 2 PROJECT CONTACT INFORMATION

Project Contact

Tony Kennon

Mayor of the City of Orange Beach

Project Coordinator (if different than project contact)

Jackie McGonigal

Wind & Water Learning Center Coordinator

Address (Number and Street, City, State, and ZIP code)

4099 Orange Beach Boulevard

Orange Beach, AL 36561

Address (Number and Street, City, State, and ZIP code)

26233 Canal Road

Orange Beach, AL 36561

Telephone Number

251-981-1180

Telephone Number

251-974-7245

Email Address

nwoerner@orangebeachal.gov

Email Address

jmcgonigal@orangebeachal.gov

Section 3 PROJECT FUNDING REQUEST

Section 319 (Federal Funds) Requested

\$ 509,701.00

Match Funds (Non-Federal)*

\$ 344,231.00

Total Project Cost

\$ 853,932.00

**Must be equal to a minimum of 40% of the Total Project Budget.*

Is this project a continuation of another Section 319-funded Project?

☐ Yes

☒ No

Has the applicant ever received Section 319 funds?

☐ Yes

☒ No

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

☐ Yes

☒ No

Choose an MS4.

Alabama Workplan for Section 319 NPS Watershed Project

Section 4 PROJECT DESCRIPTION

River Basin

- | | | | |
|--|---|---|-------------------------------------|
| ☐ Alabama | ☐ Chattahoochee | ☐ Escambia | ☐ Tallapoosa |
| ☐ Black Warrior | ☐ Chipola | ☐ Escatawpa | ☐ Tennessee |
| ☐ Blackwater | ☐ Choctawhatchee | ☐ Mobile | ☐ Tombigbee |
| ☐ Cahaba | ☐ Coosa | ☒ Perdido | ☐ Yellow |

Project Location

Waterbody Name(s)	12-digit USGS HUC(s) and Watershed Name	County(ies)
Wolf Bay	031401070204 - Perdido Pass-Frontal Gulf of Mexico	Baldwin

This project addresses:

- ☐ TMDL?
☐ Impairment(s) for a waterbody on the current 303(d) List?
☒ Protection of a high-quality water?

Wolf Bay is designated use classification is an Outstanding Alabama Water (OAW). An OAW is the highest water quality designation for the State.

Watershed Management Plan(s) (EPA 9-Element Plan) Name and Year) Plan & Checklist Attached: ☒ Yes

Gulf Frontal Complex Watershed Management Plan, 2022

NPS Pollutant(s) to be addressed by the project.

- | | | |
|---|--|---------------------------------------|
| ☐ Low Dissolved Oxygen | ☐ Organic Enrichment | ☐ Nutrients |
| ☒ Sedimentation/Siltation | ☐ Pesticides | ☐ pH |
| ☐ Pathogens/Bacteria | ☒ Oil and Grease | ☐ Other: _____ |

Nonpoint Pollution Source(s) to be addressed, include the percentage to which the project addresses the source.

Total must equal 100%

Percent		Percent	
_____	NPS All Sources	_____	Resource Extraction
_____	Agriculture	_____	Land Disposal/Storage/Treatment
_____	Animal Feeding Operations	_____	Hydrologic Modification
_____	Silviculture	_____	Marinas and Recreational Boating
_____	Construction	_____	Other NPS Pollution:
100%	Urban Runoff/Stormwater	_____	_____

Expected Estimated Pollutant Load Reductions (Due to Project Implementation)

Model Used (STEPL, Other)

Pounds of Nitrogen	94.12 lbs/yr	PLET
Pounds of Phosphorus	10.68 lbs/yr	PLET
Tons of Sediment	2.35 tons/yr	PLET
Other (Pathogens, etc.):	N/A	N/A

Alabama Workplan for Section 319 NPS Watershed Project

Section 5 PROJECT PARTNERS

Name of Partner	Type(s) of Commitment to Project Success (Describe the commitment of time, activities, or other specified resource for the project.)	Letter of Support Attached
The City of Orange Beach	The City will be the lead and sponsor for the project, responsible for providing administrative oversight, grant coordination at the local level, overseeing and ensuring project implementation, technical assistance, grant tracking, meeting tasks and deliverables, invoicing, and reporting. The City will facilitate opportunities to promote project partnering, illicit stakeholder participation, provide education and outreach opportunities related to nonpoint source impairments, and assist with best management practice (BMP) implementation. The City will provide in-kind services in the form of employee time, volunteer time, equipment uses, and/or supplies.	☐ Yes
Baldwin County Planning & Zoning Department	Baldwin County Planning & Zoning may provide in-kind match through project promotion using Baldwin Counties Environmental Advisory Committee or staff volunteer time to assist in technical support, meeting project needs and deliverables.	☒ Yes
Wind & Water Learning Center (WWLC)	The Coordinator at the WWLC will provide technical assistance for grant tracking, meeting tasks and deliverables, reporting, and providing education and outreach opportunities to promote coastal AL, water quality, and reduction of nonpoint source (NPS) pollutants to waterways.	☒ Yes
Baldwin County Environmental Advisory Committee (EAC)	As a citizen led committee, the EAC will be responsible for citizen and stakeholder input on the project to guide in project direction and progress at EAC meetings during the life of the project.	☒ Yes
Baldwin County Extension System (BCES)	BCES will provide oversight for the development of education and outreach to stakeholders in the area by organizing activities at local schools to educate students on stormwater and NPS pollution.	☐ Yes
Alabama Water Watch (AWW)	AWW helps train and houses a network of volunteer water quality monitors around the State of Alabama. They will help support this project through potential training and helping volunteer water monitors with data entry, collection, and analyzation.	☒ Yes
Wolf Bay Watershed Watch	Wolf Bay Watershed Watch is an active, grass roots organization focused on protecting natural resources in the Wolf Bay watershed. They contribute water quality monitoring by local citizens and protection through stewardship. They will support this project with promoting the low impact development as well as helping where possible with voluntary monitoring and education of the community about environmental coastal issues.	☒ Yes

Section 6 PROJECT GOAL(S)

The goal of this project is to protect water quality in Wolf Bay by providing a partnership approach to implementing best management practices (BMPs) and education/outreach activities as identified in the "Gulf Frontal Complex Watershed Management Plan" (January 2022). Other goals include:

1. Increase knowledge about coastal Alabama, its unique characteristics and environment, and provide education to a host of different age groups through outreach to the community.
2. Install low impact design (LID) BMPs to demonstrate how they are beneficial to urban environments.
3. Reduce nonpoint source (NPS) pollutants entering the Outstanding Alabama Waterway of Wolf Bay.

Alabama Workplan for Section 319 NPS Watershed Project

Section 7 PROJECT ABSTRACT (Limit 1 Page)

The Wolf Bay Watershed is in the Cities of Foley and Orange Beach, as well as a portion of Baldwin County, Alabama. It covers about 44,700 acres with the major tributaries being Wolf Creek, Sandy Creek, Mifflin Creek, Graham Creek, Owens Bayou, Moccasin Bayou, and Hammock Creek. It is a thriving estuary that has an incredible diversity of habitats and is home to black bears, bald eagles, manatees, sea turtles, gulf sturgeons, red-cockaded woodpeckers, American alligators, Alabama red-bellied turtles and Eastern indigo snakes. ADEM classifies Wolf Bay and its tributaries for several uses including Swimming & Whole-Body Contact, Fish & Wildlife, Shellfish Harvesting and Outstanding Alabama Water (OAW). Wolf Bay received its designation as an Outstanding Alabama Water in April of 2007, which is the highest state classification for water quality.

Recently, Wolf Bay has been included in two watershed management plans that have been administratively developed through Mobile Bay National Estuary Program to identify specific and achievable measures to restore, protect, conserve, and preserve features of the watershed to help maintain its special status. The Wolf Bay Watershed Management Plan was finalized in November of 2011 by Volkert and Allen Engineering and Science. This includes the northern portion of the watershed. The Gulf Frontal Watershed Management Plan includes information about the southern portion of the Wolf Bay Watershed. It was completed in January of 2022 by Geosyntec.

The proposed project is a parking area that is located east of the Orange Beach Public Library. The site will utilize permeable interlocking concrete pavers on the parking surface. The center of the parking lot will utilize a bioswale with native plantings and a perforated underdrain that will convey stormwater to a new bioretention basin. The bioretention basin will also capture and treat upstream stormwater from the existing asphalt parking lot south of the site. Various invasive species (Camphor, Popcorn trees, Bamboo, Cogon grass) will be removed from the wooded, wetland areas adjacent to the new parking area and the Wind and Water Learning Center (WWLC). All areas disturbed will be stabilized with native plantings, while preserving existing native trees where feasible. The existing WWLC building will also be retrofitted with roof gutters, downspouts and rain barrels for rainwater harvesting.

It is anticipated that this project will provide an increased knowledge and understanding of the unique characteristics and environment of coastal Alabama. The project will engage stakeholders in the watershed in opportunities to be good stewards of their resources. The project will provide LID demonstrations that can be used in other coastal communities. It is the hope of this project that LID BMPs will become accepted measures in the coastal area to improve and protect water quality and contribute to infiltration of stormwater and reduction of water quantity concerns.

Alabama Workplan for Section 319 NPS Watershed Project

Section 8 PROJECT OBJECTIVES

1. Objective	To effectively plan, implement, monitor, and evaluate all work performed under this project including technical and financial supervision, as well as preparation of status reports and invoices.
1.1 Task	The City's Project Coordinator will host coordination meetings or conference calls, at least quarterly, with the ADEM project manager(s) to discuss project activities, project schedule, communication needs, deliverables, and other requirements.
1.1.1. Deliverable	- Quarterly project meeting notes - A list of actionable items that are needed and responsible parties for each action - Goals for the next quarter
1.2 Task	The City of Orange Beach will work with partners to develop semi-annual section 319 grant reports. They will be complete, accurate and timely. These reports will have at least, but not limited to the following information: Semi-Annual reports will be submitted on March 1 and September 1 every year the project is open. These reports should include but not be limited to the following components: - An overview of the project - Summarize the work that has been completed for the goals, objectives, tasks, and subtasks with an emphasis on lessons learned - All deliverables completed in that quarter (i.e. copies/summaries/ listings of meetings, pictures of events, BMPs, load reductions, reports, brochures, circulars, articles, media releases, presentations, etc.) - Summaries of education and outreach, technology transfer, and technical assistance provided - An estimation of the percentage completion of each subtask.
1.2.1. Deliverable	- Semi-Annual Section 319 Grant reports - Deliverables that were achieved in the reporting period
1.3 Task	The City of Orange Beach will develop and review the final Section 319 Grant Report that will be submitted to ADEM within sixty (60) days of the cooperative agreement end date. This report will provide at a minimum the following information: - An overview of project and project goals and objectives - Evaluation of achievement of project goals and milestones - Narrative and documentation of completion of project objectives, project tasks, dates of completion, deliverables, and measures of success - Summary of BMPs and associated load reductions - Give a brief description of the expenses (both federal and match) that occurred during the project and any variations from the original budget - Describe education/outreach, public participation, technology transfer, technical assistance, and the effectiveness of the education outreach efforts - Discuss partnerships and tasks completed by each entity - Describe successes, challenges, and lessons learned; and future activity

Alabama Workplan for Section 319 NPS Watershed Project

1.3.1. Deliverable	Final comprehensive and accurate Section 319 Grant report
1.4 Task	The City of Orange Beach will perform accounting functions for project funds and will submit appropriate reimbursement forms to ADEM at least quarterly but no more than monthly. Invoices should reflect work done during that processing period and deliverables received. The final invoice will be submitted to ADEM within sixty (60) days of the cooperative agreement end date.
1.4.1. Deliverable	- Invoices - Back-up documentation to support invoices
1.5 Task	Provide at least one (1) descriptive project news release <u>annually</u> to mass media news outlets (such as local newspaper, television, radio, magazine, bulletin, etc.) that covers/services the watershed area.
1.5.1. Deliverable	Copy of each news release
1.1.1.1. Measure of Success	Accurate and timely reports, invoices, and news releases will be submitted that meet the requirements of the Cooperative Agreement and Scope of Services. The news coverage will help to promote the project, its partners, awareness of ways to get involved and improve water quality within local watersheds, and knowledge of NPS pollution. The reports and invoices will help document progress according to Project Milestone Schedule, BMP, and load reduction information.

2 Objective	Promote stakeholder awareness and buy in to include and aid the community in understanding the project, its activities, and the need to reduce NPS footprints in their watershed. Provide opportunities for local stakeholders to learn about and become involved in the project.
2.1 Task	Facilitate at least three (3) stakeholder meetings to identify project needs, promote the project, seek continued input/partnering, organize education and outreach events, and leverage other funds and resources. Provide materials to educate meeting attendees about the project, types, and functions of BMPs, and how/why individual behaviors and actions affect watershed/water quality protection and stewardship.
2.1.1 Deliverable	Outreach letters/e-mails/advertisements/phone logs, meeting agendas, sign-in sheets, presentations, pictures, etc.
2.1.1.1 Measure of Success	At least twenty-five (25) people from the watershed will attend each meeting to participate in the project planning. Develop a list of tasks to be accomplished by stakeholders and partners to move the project forward. Additional partners will be added to the stakeholder list as the project progresses. Communication and updates will be given to stakeholders. Distribution of educational materials to each attendee.

3 Objective	Implement nonpoint source BMPs that are technically sound, environmentally protective, and economically sensible to protect and improve water quality using a watershed or ecosystem-based conservation and restoration approach.
3.1 Task	Design BMPs to mitigate Clean Water Act (CWA) Section 319 (h) NPS program priority pollutants (e.g., nitrogen, phosphorus, and sediment) or applicable pollutants of concern identified on CWA Section 303(d) lists of impaired waters (i.e., siltation), and work with stakeholders to obtain access agreements, apply for and receive applicable permit(s), design bmp sites, and bid project.

Alabama Workplan for Section 319 NPS Watershed Project

3.1.1 Deliverable	• Design Plans • Pre-BMP Photographs • Disadvantaged Business Enterprise (DBE) evaluation documentation • Applicable local, state, and/or federal permit(s) that are required • Advertisement for bid • Bid Contract Documents • Construction timeline established • All materials sourced and ordered including rock and vegetation (live stakes, bare roots, containers, seed, etc.)
3.2 Task	Installation of Low Impact Development such as removal of invasive species, permeable pavers, bioswale, bioretention, native plantings, etc.
3.2.1 Deliverable	• Photo documentation of LID BMPs • List of BMPs, as well as their latitude and longitudes. • As Built Construction Plans
3.3 Task	Complete the Inspection and Substantial Completion of Construction with photographs and signoff by the engineer of record for the project.
3.3.1 Deliverable	• Progress notes about the project • Inspection with Pictures • Substantial Completion of Project Certification Form • Maintenance Workshop with Entity Required to Maintain Project Area and summary of the workshop will be included during the reporting requirement
3.1.1.1 Measure of Success	Communication from the beginning design/coordination phase to the construction phase and the post construction maintenance requirements. Certification that the project is 100% stable and complete. Completed information about the BMPs implemented with exact locations of the BMPs.

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

5 Objective	Conduct education and outreach activities to promote the project and increase knowledge in preventing and reducing NPS pollution and water concerns within the coastal watersheds.
5.1 Task	Conduct at minimum of four (4) classes with local groups on NPS pollutants and how to prevent them from entering water ways, stormwater runoff and BMPs, litter prevention, hazardous waste disposal, and recycling.
5.1.1 Deliverable	• Summary of the event (including descriptions of the event, number of people taught, pictures of event, length of time for event, etc.) • Pictures of the events.
5.2 Task	Hold at least two (2) litter pickup challenge in association with PALs/Keep AL Beautiful, the City, Wolf Bay Watershed, and other stakeholders to help reduce litter entering Wolf Bay.

Alabama Workplan for Section 319 NPS Watershed Project

5.2.1 Deliverable	• Advertisement for the event • Pictures of the event • Sign-in sheet, waiver, and number of participants • Summary of the event (number of pounds collected; City personnel, pay rate, disposal fee, mileage for trucks, length of time for event, etc.)
5.3 Task	Hold at least two (2) hazardous waste collection days for City of Orange Beach residents.
5.3.1 Deliverable	• Summary of the Event to include at a minimum – description of event, number of people that participated, amount of hazardous waste collected, etc. • Flyer or Advertisements for the Event • Pictures of the Event
5.4 Task	Conduct a Rainwater Harvesting and Rain Barrel Workshop
5.4.1 Deliverable	• Advertisement for event • Pictures of the event • Summary of the event (including description of event, number of attendees, length of time for event, pictures of event, etc.)
5.5 Task	The City will work to supply Dumpsters to citizens for additional household cleanout days. This will happen at least two (2) times during this grant period.
5.5.1 Deliverable	• Pictures of Event • Summary of the Event to include at a minimum – description of event, number of people that participated, amount of trash collected, types of trash collected, etc. • Advertisement of Event
5.6 Task	Coordinate and schedule a minimum of two Alabama Water Watch (2) workshops/field days.
5.6.1 Deliverable	Announcements, agendas, presentations, summary of event, sign-in sheets, before/after surveys, photos, copies of information provided.
Measure of Success	• Summaries of all education and outreach activities to document outreach to the community. These should include at minimum the following things: ○ Number of people educated ○ Amount of litter removed from the watershed ○ Amount of waste collected ○ Advertisement of city services and partners to help foster stewardship in watershed ○ Partner contributions and match contributions documented ○ Increase in community buy-in of the watershed improvements and restoration process ○ Watershed education for the community at all levels (professional, children, adults, college age, teen, etc.) ○ A measurable increase in knowledge on before and after surveys or five (5) questions for each student. A goal of a minimum of 20% increase in knowledge overall for each class.
6 Objective	Continue to increase knowledge about LID in coastal Alabama. Help build capacity for implementing LID and showcase how these BMPs help to capture stormwater and reduce NPS pollutants to the stream.

Alabama Workplan for Section 319 NPS Watershed Project

6.5 Task	Host at least two (2) technology transfer workshop on low impact development highlighting the project and successes/lessons learned. Determine additional needs for training on the coast.
6.5.1 Deliverables	• Advertisements for the event • Sign in sheet of registrants and participants • Agenda • Presentations given during the workshop • Summary of the workshop • Pictures of the workshop
6.5.1.1 Measure of Success	• List of potential courses needed for training on the coast • Number of participants attending training for building capacity on LID • Increase the number of local entities that can implement LID

Alabama Workplan for Section 319 NPS Watershed Project

Section 9 PROJECT MILESTONE SCHEDULE

Check the Quarter(s) applicable to when each objective will occur. Some objectives will occur in multiple quarters.

#	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 5	Quarter 6	Quarter 7	Quarter 8
1	☒	☒	☒	☒	☒	☒	☒	☒
2	☐	☒	☐	☐	☐	☒	☐	☐
3	☐	☒	☒	☒	☒	☐	☐	☐
4	☐	☐	☐	☐	☐	☒	☐	☐
5	☐	☒	☒	☒	☒	☒	☒	☒
6	☐	☐	☐	☐	☒	☐	☐	☐

Alabama Workplan for Section 319 NPS Watershed Project

Section 10 FUNDING REQUESTED (See Attached Budget Spreadsheet)

Section 11 FUNDING REQUESTED – ITEMIZED EXPENSES

Describe items, services, or expenses associated with each line item.

Personnel/Salary***:

Administrative duties, execution of grant, project invoicing, reporting, project planning, education and outreach activities, etc.

Project Coordinator will provide education/outreach activity coordination, technical assistance, invoicing and reporting help, (\$26.44/hour * 4 hours * 104 weeks) = \$10,999.04

Project Coordinator Fringe Benefits (10% de minimus) = \$1,099.90

Grant Coordinator will provide invoice, reporting, administration of the grant, technical assistance, (\$36.06 /hour * 3 hours/week x 104 weeks) = \$11,250.72

Grant Coordinator Fringe Benefits (10% de minimus) = \$1,125.07

Project Coordinator will provide education/outreach activity coordination, technical assistance, invoicing and reporting help, (\$26.44/hour * 4 hours * 104 weeks) = \$10,999.04

Project Coordinator Fringe Benefits (10% de minimus) = \$1,099.90

Grant Coordinator will provide invoice, reporting, administration of the grant, technical assistance, (\$36.06 /hour * 3 hours/week x 104 weeks) = \$11,250.72

Grant Coordinator Fringe Benefits (10% de minimus) = \$1,125.07

City Engineer will provide technical oversight for the City of Orange Beach and facilitate construction coordination and provide technical assistance with project and reporting needs where necessary, which will donate time (\$46.44 /hour x 10 hours/week x 24 weeks) = \$11,145.60

City of Engineer Fringe Benefits (10% de minimus) = \$1,114.56

Federal Total = \$24,474.73

Match Total = \$36,734.89

Project Total = \$61,209.63

***Administrative costs in the form of salaries, overhead, or indirect costs shall not exceed 10 percent of the amount of the grant award except that costs of implementing enforcement and regulatory activities, education, training, technical assistance, demonstration projects, and technology transfer programs shall not be subject to this limitation.

Education and Outreach**:** Education and Outreach are the small costs associated with promoting and planning education events, site tours, and clean-up field days.

Volunteer time match for clean-up day, 20 volunteers x 3 hours x \$28.38/hour x 2 years = \$3,405.60

Dumpster Days dumpster rental, hauling and disposal fees, and equipment use, \$17,500.00 x 2 years = \$35,000.00

Hazardous Waste Drop-off Day dumpster rental, hauling and disposal fees, and equipment use, \$15,000.00 x 2 years = \$30,000.00

Hazardous Waste Drop-off Day, 40 volunteers x 4 hours x \$28.38/hour x 2 years = \$9,081.60

Rain Barrel Workshop, 15 people *\$28.38/hr*4 hr = \$1,702.80

AWW Training, 10 people*\$28.38/hr*4hr*2 events = \$2,270.40

Stakeholder Meetings, 25 people*\$28.38/hr*2 hr* 3 events = \$4,257.00

School Outreach, 2 people*\$28.38/hr*2 hr*4 events = \$454.08

Federal Total = \$0.00

Match Total = \$86,171.48

Alabama Workplan for Section 319 NPS Watershed Project

Project Total = \$86,171.48

****The rate of volunteer time is based on the current (2022) Independent Sector's Value of Volunteer Time for Alabama, which can be found at https://independentsector.org/resource/vovt_details/, and must be updated each year when new numbers become available.

Supplies:

Dumpster Days and Hazardous Waste Drop-off Day handouts, announcement fliers, and printed information signs, \$50.00 x 2 years x 2 events = **\$200.00**
 Technology Transfer Workshop Materials = handouts, agendas, pens, folders, \$100.00*2 years*2 events = **\$400.00**
 Rain Harvesting Workshop Materials = handouts, agendas, folders, name tags, \$100.00 * 1 event = **\$100.00**
 AWW Training Materials = Books =\$10/book*10 people*2 events = **\$200.00**
 Litter Clean-up Supplies and Trash Removal with City Employees:
 • Trash Pick-up from the City = **\$300*2=\$600**
 • Donation of bags and gloves from Keep AL Beautiful-(\$12.49/box of 12 glove pairs*5) +(\$10.88/box of 40- 30 gallon bags*4) =(\$62.45+\$43.52)*2 years=\$211.94
 Stakeholder Meetings = handouts, agendas, announcement fliers, \$100 * 3 events = **\$300.00**

Federal Total = \$1,200.00

Match Total = \$1,011.94

Project Total = \$2,211.94

Technology Transfer Workshops:

Professional Service Contract for Workshop - LID BMPs, Native Planting, & BMP Implementation, **\$3,000.00**
 Professional Service Contract Match for Workshop - LID BMPs, Native Planting, & BMP Implementation (planning, presentation prep, etc.), **\$300.00**
 Training Time for Workshop – LID BMPs, Native Planting, & BMP Implementation = **\$28.38/ hour * 8 hours *25 people = \$5,676.00**
 Professional Service Contract for Workshop - Porous Paver Installation and Maintenance, **\$3,000**
 Professional Service Contract Match for Workshop - Porous Paver Installation and Maintenance, (planning, presentation prep, etc.), **\$300.00**
 Contractor Match for Workshop – Porous Paver Installation and Maintenance (time and prep), **\$200.00**
 Training Time for Workshop – Porous Paver Installation and Maintenance = **\$28.38/hour* 8 hours * 25 people = \$5,676.00**
 Maintenance Workshop for City Employees, (5 people*\$28.38/hr*2 hr) = **\$283.80**

Federal Total = \$6,000.00

Match Total = \$8,178.80

Project Total = \$14,178.80

Management Measures:

See the Budget Spreadsheet for Breakdown

Federal Total = \$481,031.85 (with \$35,000.00 for engineering oversight and design)

Match Total = \$176,561.28 (with \$135,000.00 for engineering design, bid document, and oversight)

Project Total = \$657,593.13 (\$492,593.13 is the project total for just BMP implementation see breakout in table below)

Alabama Workplan for Section 319 NPS Watershed Project

Indirect Costs (10% De Minimis):

Waived Indirect Costs on the Federal Side of the Budget, (Modified Total Direct Costs*10%) = (\$163,705.47*10%)=\$16,370.55

Indirect Costs on the Cost Share Side of the Budget, (Modified Total Direct Costs*10%) = (\$142,021.50*10%)=\$14,202.15

Federal Total = \$0.00

Match Total = \$30,572.70

Project Total = \$30,572.70

Sources of Match:

City of Orange Beach, Professional Service Contractor, Pervious Paver Contractor, Volunteer Time, Supplies, Gutters and Downspouts, Removing/disposal of current pavement, re-asphalting needed areas, use of City equipment

Section 12

Management Measures (See Attached Budget for Breakdown of BMPs)

Best Management Practice (BMP) Description	Total Cost	Federal	Non-Federal	Primary Pollutant
Porous Pavers	\$231,238.98	\$189,080.50	\$42,158.48	Siltation
Geo-grid Parking Area	\$36,066.40	\$36,066.40	\$0.00	Siltation
Bioretention	\$32,000.00	\$32,000.00	\$0.00	Siltation, Nutrients
Bioswale	\$34,238.95	\$34,238.95	\$0.00	Siltation, Nutrients
Native Vegetation	\$82,890.00	\$82,890.00	\$0.00	Siltation, Nutrients
Rainwater Harvesting, Rain Barrels, Gutters, Downspouts	\$3,700.00	\$1,000.00	\$2,700.00	Siltation
Constructed Stormwater Wetland Areas	\$67,750.00	\$67,750.00	\$0.00	Siltation, Nutrients
Invasive Species Removal	\$1,702.80	\$0.00	\$1,702.80	Siltation, Nutrients
Total:	\$492,593.13	\$446,031.85	\$46,561.28	86% of federal funds are for implementation of BMPs

Map Attached: ☒ Yes

Section 13 PUBLIC INFORMATION AND EDUCATION

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

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

Education efforts may include, but are not limited to:

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

Alabama Workplan for Section 319 NPS Watershed Project

Section 14 ATTACHMENTS

List (Please Describe)

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

Section 15 PROJECT AUTHORIZATION

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

Signature of Sponsoring Organization's Authorized Representative

Date (Month, Day, Year)

Typed Name: Tony Kennon
Title: Mayor of Orange Beach
Email Address: nwoerner@orangebeachal.gov

ADEM USE ONLY

Project FY/#:	FY2024/#8
Date REC'D:	06.05.2023

Wolf Bay Protection LID Implementation Project			
FY2024			
City of Orange Beach Personnel	Budget		
	Federal	NonFed	Match Source
1. Salary, Overhead, or Indirect (\$200.56) - (10% Max of Federal Award - 33 U.S. Code § 1329)			
1.1 Project Coordinator - Salary	\$10,999.04	\$10,999.04	Wind and Water Learning Center
1.2 Project Coordinator -Fringe @10% de minimus	\$1,099.90	\$1,099.90	Wind and Water Learning Center
1.3 Grants Manager - Salary	\$11,250.72	\$11,250.72	City of Orange Beach
1.4 Grants Manager - Fringe @10% de minimus	\$1,125.07	\$1,125.07	City of Orange Beach
1.5 City Engineer - Salary		\$11,145.60	City of Orange Beach
1.6 City Engineer - Fringe @10% de minimus		\$1,114.56	City of Orange Beach
Personnel Total:	\$24,474.73	\$36,734.89	\$61,209.62
2. Best Management Practices (min. 70% Federal Funds)			
2.1 Interlocking Porous Pavers	\$189,080.50	\$42,158.48	Removing/disposal of current pavement, re-asphalting needed areas, use of City equipment
2.2 Geo-Grid	\$36,066.40		
2.3 Bioretention	\$32,000.00		
2.4 Bioswales	\$34,238.95		
2.5 Native Vegetation	\$82,890.00		
2.6 Rain Barrels	\$1,000.00		
2.7 Roof Gutters, Downspouts		\$2,700.00	Roof Gutters and Downspouts
2.9 Constructed Stormwater Wetlands	\$67,750.00	\$1,702.80	Invasive Species Removal
2.10 Engineering Design and Oversight	\$35,000.00	\$135,000.00	City will handle design, bid, and some of the engineering oversight
BMP Total:	\$478,025.85	\$181,561.28	\$659,587.13
3. Education and Outreach (\$200.94 / \$200.67)			
3.1 Litter Clean-Up (2)		\$3,405.60	Volunteer Time
3.2 WWLC Activities - School Lessons		\$454.08	Volunteer Time
3.3 Hazardous Waste Days (2)		\$39,081.60	Personnel, Disposal Fees
3.4 Dumpster Days (2)		\$35,000.00	Dumpster Costs
3.5 Stakeholder Meetings (3)		\$4,257.00	Volunteer Time
3.6 Alabama Water Watch Training		\$2,270.40	
3.7 Rain Barrel Workshop		\$1,702.80	Volunteer Time
Education and Outreach Total:	\$0.00	\$86,171.48	\$86,171.48
4. Supplies (\$200.94 / \$200.67)			
4.1 Technology Transfer Workshop Materials	\$400.00		
4.2 Education and Outreach Materials	\$800.00	\$200.00	
4.2 Litter Clean-Up		\$811.94	Supplies; Trash Removal by City
Supplies Total:	\$1,200.00	\$1,011.94	\$2,211.94
4. Technology Transfer Trainings (Services (\$200.318 - \$200.326))			
4.1 Professional Services Contract	\$3,000.00	\$300.00	In-kind preparation from trainers
4.2 Workshop - LID BMPs, Native Planting, & BMP Implementation		\$1,702.80	Training Time for Attendees
4.2 Professional Services Contract	\$3,000.00	\$500.00	In-kind preparation from trainers; Contractor time for workshop
4.4 Workshop - Workforce Development - Porous Paver Installation and Maintenance		\$5,676.00	Training Time for Attendees
4.5 Workshop - City of Orange Beach Public Works Maintenance Workshop		\$283.80	City of Orange Beach Public Works Employees
Total:	\$6,000.00	\$8,178.80	\$14,178.80
5. City of Orange Beach / Indirect Cost			
5.1 Direct Cost	\$509,700.58	\$313,658.39	
5.2 Total Modified Direct Cost	\$163,705.47	\$142,021.50	
5.3 Indirect Cost from Federal Money (10% de minimus)		\$16,370.55	City of Orange Beach
5.4 Indirect Direct Cost from Match with Orange Beach Cost Share(10% de minimus)		\$14,202.15	City of Orange Beach
7. Budget Totals	\$509,700.58	\$344,231.09	\$853,931.67
8. Cost Share Requirement @ 40%	\$339,800.39	\$339,800.39	

Match Diff

\$4,430.70

******Important Notes**

Non-Federal match must be a minimum of 40% of the total project budget.

Management Measures implemented should be a minimum 70% of federal funding request.

A federally approved rate documentation is required for fringe and indirect.

Design and permitting costs are not eligible for grant funds.

Volunteer Time: The rate of volunteer time is based on the current (2022) Independent Sector's

Value of Volunteer Time for Alabama, which can be found at

https://independentsector.org/resource/vovt_details/

Mileage: The mileage rate is based on the current State mileage rate, which can be found at

<https://comptroller.alabama.gov/mileage-rates/>.

City of Orange Beach

Wolf Bay LID Watershed Protection Project

Maps







AUBURN
UNIVERSITY

Water Resources Center



Alabama Water Watch
961 S. Donahue Dr.
Auburn, AL 36849

Phone:
(334) 844-4785

Email:
awwprog@auburn.edu

Web:
alabamawaterwatch.org

September 18, 2023

To Whom it May Concern:

I am writing in support of the Wind and Water Learning Center's request for funding through the Alabama Department of Environmental Management 319 Grant Program. Alabama Water Watch (AWW) is a statewide citizen volunteer, water quality monitoring program with the mission to improve both water quality and water policy through water monitoring and stewardship. AWW is part of the Auburn University Water Resources Center and is supported by the Alabama Cooperative Extension System and Alabama Agricultural Experiment Station. AWW regularly partners with staff at the Wind and Water Learning Center to offer local residents opportunities to become certified AWW water monitors.

If this project is funded, AWW commits to provide support to the Center as they host AWW Trainings. This support will include workshop promotion, overseeing online coursework, providing up to date training materials to the center, and processing water monitoring certifications.

The on-the-ground nature-based solutions to nonpoint source pollution proposed by this project demonstrate how land-based activities can be conducted with decreased impacts to water quality. This project will positively impact the local watershed and will serve as an example for other municipalities throughout the southeast. Participants in AWW workshops hosted at the Wind and Water Learning Center will benefit from the added educational component.

We appreciate the opportunity to support this project that aligns with our goals and will improve local waterways for generations to come. Please feel free to contact us if there are any questions or comments regarding this letter of support.

Sincerely,

Mona Dominguez
AWW Program Director



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. JAMES E. BALL
2. MATTHEW P. McKENZIE
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

May 16, 2023

Ms. Jackie McGonigal
Wind and Water Learning Center
City of Orange Beach
36233 Canal Road
Orange Beach, Alabama 36561

RE: Letter of Support for ADEM 319 Grant

Dear Ms. McGonigal:

I am writing on behalf of the Baldwin County Commission to express our support for your pursuit of an ADEM 319 Grant for *Implementing Nature Based Stormwater Solutions at the Orange Beach Wind and Water Learning Center*. The project involves the implementation of nonpoint source Best Management Practices that will be technically sound, environmentally protective, and economically sensible to protect and improve water quality using a watershed or ecosystem-based conservation and restoration approach. The project will mitigate CWA Section 319 (h) NPS program priority pollutants. This exciting work will involve the installation of permeable pavers, rain gardens, bioswales, etc. which will be beneficial for protecting and improving the water quality of Wolf Bay.

The County's Natural Resource Planner and Environmental Advisory Committee (EAC) will work with you to reach your project's objectives. The EAC has agreed to serve as the stakeholder and community outreach group for your project. During the monthly EAC meetings, the committee will review and make suggestions for the project.

Baldwin County looks forward to partnering on this project and continuing our role as wise stewards of Baldwin County's natural resources.

If you have any questions or need further assistance, please do not hesitate to contact Ashley Campbell, Natural Resource Planner, at (251) 423-3632.

Sincerely,

CHARLES F. GRUBER, Chairman
Baldwin County Commission

CG/jb Item CR2

cc: Matthew Brown
Ashley Campbell



April 4, 2023

TO WHOM IT MAY CONCERN

RE: ADEM 319 Grant Support Letter for Orange Beach

The Wolf Bay Watershed Watch is a grass roots nonprofit organization whose mission is to promote the conservation, protection and improvement of the natural resources within the Wolf Bay watershed through water quality monitoring and educational efforts. We have been working to preserve the watershed's natural resources for over 20 years.

Our organization supports the efforts of our local municipalities to improve water quality through the use of nature based solutions to non-point source pollution. We would specifically like to see more efforts to install low impact development devices such as permeable pavers, rain garden, bioswale, restored wetlands, etc. The use of educational outreach components such as water quality workshops and citizen-science opportunities will further communicate the coastal issues in Alabama in regards to non-point source pollution. The Wolf Bay Watershed Watch strongly supports the Wind and Water Learning Center's request for funding. If you have further questions, contact us at wolfbaywatershedwatch@gmail.com.

Sincerely,

Leslie Gahagan, President
Wolf Bay Watershed Watch
251-269-1224

City of Orange Beach

A L A B A M A
Life is better here



September 14, 2023

TO WHOM IT MAY CONCERN

RE: ADEM 319 Grant Support Letter for Orange Beach's Wind & Water Learning Center

The Wind & Water Learning Center is a division of the City of Orange Beach's Coastal Resources Department. As a facility, they are committed to enhancing life for locals and guests by providing coastal access, facilities, equipment, field trip opportunities and education for sailing and paddling sports. The W&WLC has been working harder than ever to preserve the Gulf Frontal Perdido watershed complex's natural resources, and to provide inquiry-based learning opportunities within it to local and visiting school groups and adults.

The W&WLC supports the efforts of our coastal community to improve water quality through the use of nature based solutions to non-point source pollution, including monitoring and educational initiatives. In an effort to enhance water quality, the W&WLC would specifically like to see more efforts to install low impact development devices such as permeable pavers, rain garden, bioswale, restored wetlands, etc at our facility located on Wolf Bay. The use of educational outreach components such as water quality workshops and citizen-science opportunities will further communicate the coastal issues in Alabama in regards to non-point source pollution. The Wind and Water Learning Center support the City of Orange Beach's request for ADEM 319 funding. If you have further questions, contact me at jmcgonigal@orangebeachal.gov.

Sincerely,

Jacqueline McGonigal
City of Orange Beach Coastal Resources Department: Wind & Water Learning Center
251-424-5909



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 5, 2023**

Departments: Coastal Resources

Description of Topic:

Resolution authorizing the execution of amendment two to the subaward grant agreement with the Alabama Department of Conservation and Natural Resources for the RESTORE Act-funded expansion of the Orange Beach Wildlife Rehabilitation and Education Program. (NW)

Background/Description: This amendment is necessary to gain approval from the State to allow the construction contract to move forward. This amendment states that the City will co-fund the difference between the grant and the actual cost of construction, \$469,150. The City has gone back to the RESTORE Council to ask for that balance of funds to cover the project 100%, but the process takes approximately eight months for a monetary amendment. The Alabama Gulf Coast RESTORE council has voted to approve the amended budget and sent it to the federal RESTORE council in a larger package amending the entire State Expenditure Plan (SEP). The federal council is expected to approve the package and another amendment will be in front of the Council by April 2024 which will remove the city co-funding and raise the total cost of the grant.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-19-23 23-xxx Authorize Subaward Grant Agreement Amendment ADCNR RESTORE Act Wildlife Rehabilitation Education Program Expansion
2. S1P03-OBWC_OBWildlifeCenter_AmendmentNumber2_NOA_11-08-2023_rmc
3. S1P03-OBWC_OBWildlifeCenter_AmendmentNumber2_DraftSubaward_11-17-2023_jcr

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT TWO
TO THE SUBAWARD GRANT AGREEMENT WITH THE
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES FOR
THE RESTORE ACT STATE EXPENDITURE PLAN FUNDED EXPANSION OF THE
ORANGE BEACH WILDLIFE REHABILITATION AND EDUCATION PROGRAM**

FINDINGS:

1. The subaward grant 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 interior buildout of the Wildlife Center.
2. On June 21, 2022, City Council adopted Resolution No. 22-126 authorizing execution of a Subaward Grant Agreement with ADCNR agreeing to the provisions of the grant for the project.
3. ADCNR will disperse funds to the City to carry out the scope of the project in an amount not to exceed a total of \$624,450.
4. The purpose of this amendment is to modify the project period of performance from the original date of May 30, 2024, to completion on December 31, 2024 and the amendment also adds \$469,150 in cofounding.
5. 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 amendment 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 19th DAY OF DECEMBER, 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 December 19, 2023.

City Clerk

1. DATE ISSUED MM/DD/YYYY 11/08/2023		1a. SUPERSEDES AWARD NOTICE dated 09/01/2022 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. GNSSP22AL0043-01-02 Formerly		5. TYPE OF AWARD Other	
4a. FAIN GNSSP22AL0043		5a. ACTION TYPE Post Award Amendment	
6. PROJECT PERIOD MM/DD/YYYY From 05/13/2022		Through MM/DD/YYYY 12/31/2024	
7. BUDGET PERIOD MM/DD/YYYY From 05/13/2022		Through MM/DD/YYYY 12/31/2024	
8. TITLE OF PROJECT (OR PROGRAM) State Expenditure Plan #3: Expansion of the Orange Beach Wildlife Rehabilitation and Education Program			

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

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 11/08/2023	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) I Financial Assistance from the Federal Awarding Agency Only II Total project costs including grant funds and all other financial participation		12. AWARD COMPUTATION a. Amount of Federal Financial Assistance (from item 11m) 722,255.00 b. Less Unobligated Balance From Prior Budget Periods 0.00 c. Less Cumulative Prior Award(s) This Budget Period 722,255.00 d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 0.00 13. Total Federal Funds Awarded to Date for Project Period 722,255.00																	
a. Salaries and Wages	18,275.00	14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project): <table><tr><th>YEAR</th><th>TOTAL DIRECT COSTS</th><th>YEAR</th><th>TOTAL DIRECT COSTS</th></tr><tr><td>a. 2</td><td></td><td>d. 5</td><td></td></tr><tr><td>b. 3</td><td></td><td>e. 6</td><td></td></tr><tr><td>c. 4</td><td></td><td>f. 7</td><td></td></tr></table> 15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: a. DEDUCTION b. ADDITIONAL COSTS c. MATCHING d. OTHER RESEARCH (Add / Deduct Option) e. OTHER (See REMARKS) a 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.		YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS	a. 2		d. 5		b. 3		e. 6		c. 4		f. 7	
YEAR	TOTAL DIRECT COSTS			YEAR	TOTAL DIRECT COSTS														
a. 2				d. 5															
b. 3				e. 6															
c. 4				f. 7															
b. Fringe Benefits	7,549.00																		
c. Total Personnel Costs	25,824.00																		
d. Equipment	17,000.00																		
e. Supplies	350,000.00																		
f. Travel	1,196.00																		
g. Construction	102,150.00																		
h. Other	0.00																		
i. Contractual	686,595.00																		
j. TOTAL DIRECT COSTS	1,182,765.00																		
k. INDIRECT COSTS	8,640.00																		
l. TOTAL APPROVED BUDGET 1,191,405.00																			
m. Federal Share	722,255.00																		
n. Non-Federal Share	469,150.00																		

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)

This amendment adds \$469,150 in co-funding and extends the period of performance to 12/31/2024. See Award Notes.

AUTHORIZING OFFICIAL:

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

Electronically Signed 11/08/2023

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. GNSSP22AL0043	c. 6013 INFRA	d. \$0.00	e.	
22. a.	b.	c.	d.	e.	
23. a.	b.	c.	d.	e.	

AWARD ATTACHMENTS

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL
RESOURCES

GNSSP22AL0043-01-
02

1. Amendment 2 Award Notes

AWARD NOTES

The following documents are incorporated in this award by reference:

- ☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015), available at www.restorethegulf.gov
- ☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101 (2021), AND TECHNICAL CORRECTIONS AT 86 FR 10439 (FEBRUARY 22, 2021)

This award incorporates by reference and gives effect to the most recent data available in the PIPER system for the following items:

- ☒ PROJECT NARRATIVE (as of award issue date)
- ☒ OBSERVATIONAL DATA PLAN
- ☒ METRICS
- ☒ MILESTONES

GCERC Internal Financial Codes:

FY 2022 - Cat B 6013 - Cost Pool GCCSTAL000

CAM1 GCCGCOASTALR

CAM2 GCCCHOCTAWAT

CAM3 GCCPCOASTALR

SPECIAL AWARD CONDITIONS

All Special Award Conditions remain with the addition of #10 as listed here.

10. Non-Federal Subrecipient Share Requirement

The budget under this Award includes project-related costs committed by the non-federal recipient, referred to as the non-federal share, which are described in the attached budget narrative. The non-federal share is not a statutory requirement of the RESTORE Act (33 U.S.C. 1321(t)), but it is required to complete the project and has been voluntarily committed by the recipient under this award and therefore meets the definition of cost share or matching in 2 CFR §200.1. Under §200.1, non-federal share funding must meet the criteria of §200.306(b). Non-federal share funding will be used by the City of Orange Beach for construction, equipment and supplies. The non-federal share must be paid out proportionally under the subrecipient agreement using a predetermined percentage. The predetermined percentage is the amount of the non-federal share provided under the subrecipient agreement \$469,150.00 divided by the subrecipient's total project cost \$1,093,600.00, or 42.9%. In addition, the Recipient will report on non-federal share expenditures throughout the period of performance.

FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
\$722,255.00	0.00	0.00	\$722,255.00	

REPORTING SCHEDULE

Reporting Task	Reporting Period	Task Due Date
Financial and Performance Reports	5/14/2022 - 6/30/2023	8/29/2023
Financial and Performance Reports	7/1/2023 - 6/30/2024	8/29/2024
Final Financial and Performance Reports	7/1/2024 - 12/31/2024	4/30/2025

STATE OF ALABAMA

ADCNR Grant #: S1P03-OBWC

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT – AMENDMENT NO. 2

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 #3: Expansion of the Orange Beach Wildlife Rehabilitation and Education Program” (hereinafter “Project”). The purpose of this project is to expand the capacity and capabilities of the current Orange Beach Wildlife Rehabilitation Program and Facility in the City of Orange Beach, Baldwin County, further described in the Federal Award GNSSP22AL0043-01-02. 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. 2 is for an existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP22AL0043-01-02, Expansion of the Orange Beach Wildlife Rehabilitation and Education Program Amendment No. 2. This amendment executes the following suite of actions:

- This amendment adds \$469,150.00 in cofunding;
 - Extends the period of performance end date to December 31, 2024;
 - All Special Award Conditions (SACs) remain with the addition of SAC #10;
 - 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): GNSSP22AL0043
 - b. Federal Award Period of Performance: 05/13/2022 to 12/31/2024
 - c. Total Amount of Federal Funds Obligated To Subrecipient: \$624,450.00
 - d. Subrecipient UEI: JKREAZH2DMF6
 - e. Total Amount of Federal Award: \$722,255.00
 - 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 six hundred twenty-four thousand four hundred fifty and xx/100 dollars (624,450.00).
4. PROJECT PERIOD: The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on May 13, 2022 and end on December 31, 2024.
5. AGREEMENT TERM: The term of this Agreement shall commence when the Agreement is executed by both Parties and end on December 31, 2024 (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. BOYCOTT: In compliance with Act 2016-312, Subrecipient 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 the State can enjoy open trade. In compliance with Ala. Act No. 2023-409, by signing this contract agreement, Contractor Subrecipient provides written verification that Contractor Subrecipient, without violating controlling law or regulation, does not and will not, during the term of the contract agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.
8. 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.

9. 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. GNSSP22AL0043-01-02 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-11/08/2023

Subrecipient Name: City of Orange Beach, UEI: JKREAZH2DMF6

Title of Grant Project: State Expenditure Plan #3: Expansion of the Orange Beach Wildlife Rehabilitation and Education Program

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);	GNSSP22AL0043
(iv.)	Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	11/08/2023
(v.)	Subaward Period of Performance Start and End Date;	This agreement shall commence when it is executed by both Parties and end on December 31, 2024.
(vi.)	Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$624,450.00
(vii.)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$624,450.00
(viii.)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$624,450.00
(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 expand the capacity and capabilities of the current Orange Beach Wildlife Rehabilitation Program and Facility in the City of Orange Beach, Baldwin County.
(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 \$722,255.00.
(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 34.95%.



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 5, 2023**

Departments: Coastal Resources

Description of Topic: Resolution authorizing the execution of a grant award agreement with the National Audubon Society for the stewardship of Coastal Alabama beach nesting bird habitat. (NW)

Background/Description: This grant, administered by the National Audubon Society, is for research into stewardship practices – analyzing their efficacy and contributing to a broader understanding of how stewardship benefits coastal birds. The day-to-day actions of Fallan Batchelor, our current bird stewardship coordinator, will continue, but there will be some modifications to the stewardship methods and added data collection that goes along with it. This grant provides 16% of her annual salary to be paid to the City for her efforts.(FYI-The current National Audubon Society contract covers Fallan's salary and is for ongoing implementation of bird stewardship, outreach, and education. This grant is in addition.)

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-19-23 23-xxx Authorize Grant Award Agreement Alabama Audubon Society Beach Nesting Bird Habitat Stewardship
2. City of Orange Beach_RESTORE2023_AudubonSubcontract_Revised

3. NA23NOS4510307 Official Accepted Specific Award Conditions (1)
4. City of Orange Beach Scope of Work Audubon NOAA Restore (1)

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
GRANT AWARD AGREEMENT WITH THE
ALABAMA AUDUBON SOCIETY FOR THE
STEWARDSHIP OF COASTAL ALABAMA BEACH NESTING BIRD HABITAT**

FINDINGS:

1. The City of Orange Beach and the Alabama Audubon Society have reached an agreement (attached Exhibit A) whereby the City has been awarded a grant to perform services related to the Stewardship of Coastal Alabama Beach Nesting Bird Habitat.
2. 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 the Grant Award Agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the Alabama Audubon Society 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 19th DAY OF DECEMBER, 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 December 19, 2023.

City Clerk



GRANT AGREEMENT

THIS AGREEMENT is hereby made by and between National Audubon Society, Inc. ("Audubon") and City of Orange Beach ("Recipient") according to the following terms and conditions:

I. AUDUBON: Audubon is identified as follows:

National Audubon Society, Inc.
225 Varick Street, 7th Floor
New York, New York 10014

Project Manager's Name: Nicole Michel
Address: 225 Varick Street, 7th Floor
New York, New York 10014
Business Telephone: 415-941-8149
E-mail: Nicole.Michel@audubon.org

II. PROJECT TITLE: Designing effective stewardship and post-restoration management plans through co-production to protect vulnerable Gulf of Mexico coastal birds

III. RECIPIENT: The Recipient is identified as follows:

Name: City of Orange Beach

Project Manager Name: Fallan Batchelor
Address: 4099 Orange Beach Boulevard
Orange Beach, AL 36561
Business Telephone: 251-981-1063
Business Fax:
E-mail: fbatchelor@orangebeachal.gov

IV. PROJECT DESCRIPTION:

Recipient shall use the funds provided for herein only for those specific purposes described herein and in the project proposal approved by Audubon, unless otherwise agreed in writing by Audubon.

All work under this Agreement shall comply with all relevant laws and regulations, including, but not limited to, the provisions of Section VIII (12) below. All funds provided to Recipient pursuant to this Grant Agreement shall be expended on the Project, and shall in no way be used to compensate Recipient.

The specific work to be performed shall be as described in Exhibit A (the "Work") pursuant to the budget specified in Exhibit B (the "Budget", and together with the Work, the "Project), each such Exhibit A and B attached hereto as "City of Orange Beach Scope of Work Audubon NOAA Restore" and incorporated herein.

V. TERMS OF PAYMENT: Audubon shall disburse to Recipient a total of \$12,173 in the following manner: Audubon shall disburse to Recipient a total of \$12,173 for completion of services. Disbursements will be made upon receipt of invoices submitted as frequently as monthly. See the attached "City of Orange Beach Scope of Work Audubon NOAA Restore.pdf" for a detailed budget and justification.

Recipient acknowledges that all of Audubon's obligations under this Agreement are contingent on funding from third party sources, and agrees that in the event of any cancellation of such third party funding, Audubon may terminate this Agreement pursuant to Section VIII (9) below.

VI. Audubon's funding for the Project is made pursuant to the following grant agreement(s) **National Oceanographic and Atmospheric Administration's National Centers for Coastal Ocean Science (NCCOS)/RESTORE Science Program, Award #NA23NOS4510307, awarded 10/01/2023** (the "Master Grant(s)"), attached hereto as Exhibit C, and incorporated herein. Recipient agrees to comply with all the terms and conditions of the Master Grant(s) with which Audubon must comply as if Recipient was named therein in place of Audubon.

VII. TERM OF AGREEMENT: This Agreement will take effect on 10/01/2023 and will terminate on 9/30/2024

VIII. CONDITIONS: In accepting this Agreement, Recipient hereby agrees to the following terms and conditions:

1. Recipient shall use the funds provided for herein only for those specific purposes described herein and in the project proposal approved by Audubon, unless otherwise agreed in writing by Audubon.
2. Audubon shall have the right to audit all of Recipient's financial records pertaining to Audubon. All financial records must be maintained separately from all other accounts.
3. At Audubon's option, Audubon has the right to claim ownership of any equipment purchased by Recipient with Audubon funds provided for hereby. Any equipment not permitted by Audubon to be retained by Recipient shall be returned at the time of the Project's completion or disposed of in accordance with Audubon's instructions.
4. All right, title and interest to data collected pursuant to this Agreement (the "Data") shall be owned jointly by Audubon and Recipient. Both parties shall have the right to use, reproduce, distribute and make derivative works from the Data without reference to the other party. Other copyrightable materials (the "Materials") created pursuant to this Agreement shall be owned by Audubon. Material shall include all reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by Recipient, its employees, agents, or subcontractors.
5. Recipient will give appropriate credit to Audubon for its financial support in any and all press releases, publications, annual reports, video credits, dedications and other public communications regarding the Project. Recipient will provide Audubon with copies of such materials for review and approval prior to publication and as part of the reporting process. Acknowledgement of Audubon shall be made in the following manner: *"This Project is supported by Audubon."*
6. Recipient may publish or make a presentation on the research results from the Project; provided, however, that prior to any such publication or presentation Recipient will provide a copy of the proposed material to Audubon for advance review, protection of any intellectual property described therein, and for deletion of any

inadvertently-included Audubon confidential information. Upon receipt, Audubon may request an additional reasonable delay from the date of Audubon's receipt of Recipient's document. Recipient will forward two copies of any such publication to Audubon.

7. Notwithstanding anything to the contrary contained in this Agreement, Audubon may, at its sole discretion, immediately terminate this Agreement, with cause (which may include, without limitation, Recipient's failure to comply with any of the conditions of this Agreement) or without cause. In the event of termination, Audubon may cancel all unpaid installments under this Agreement. Audubon also reserves the right to recall all unexpended funds or be reimbursed by Recipient should Audubon, in its sole discretion, determine that funds have been expended in violation of the terms of this Agreement. Audubon will provide Recipient with written notice of such termination, the reasons therefor and the amount of all funds to be returned or reimbursed. Recipient shall return or reimburse Audubon for such funds within thirty (30) days of receipt of such notice. This Agreement may also be terminated by mutual agreement.
8. Recipient is expected to behave humanely toward animals encountered in fieldwork, and Recipient's behavior will be evaluated in this regard by Audubon. Recipients should note the following excerpt from the Animal Behavior Society's Guidelines for the Use of Animals in Research:

"Observation of free-living animals in their natural habitats may involve disruption, particularly if feeding, capture or marking is involved. While field studies further scientific knowledge and advance an awareness of human responsibility towards animal life, investigators, should always weigh any potential gain in knowledge against the adverse consequences of disruption for the animals used as subjects and also for other animals and plants in the ecosystem."

9. Recipient has no authority to enter contracts or agreements on behalf of Audubon unless agreed to by Audubon in writing. This Agreement does not create a partnership, joint venture or agency relationship between the parties hereto. It is understood that Recipient (or any of its employees or associates) is not an employee of Audubon and nothing in this Agreement confers such employee status upon Recipient or any of its employees or associates. Recipient acknowledges and agrees that it shall not be entitled to receive from Audubon any statutory or fringe benefits of any kind, including without being limited to those extended by Audubon to its own employees. Recipient declares that Recipient has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.
10. (a) Recipient shall comply with all applicable laws, regulations, policies and procedures of the United States of America or any agency thereof, including, but not limited to, the USA Patriot Act (Pub. L. No. 107-56) and the Foreign Corrupt Practices Act (Pub. L. No. 95-213), the State(s) where the project is to be performed or any agency thereof and any local governments or political subdivisions that may affect the performance of services under this Agreement.
 - (b) Recipient certifies that there was no conflict of interest in its application for this Agreement. Recipient further certifies that the funds provided for hereby will not be expended for payments that are, or give the appearance of, a conflict of interest, except as disclosed in writing to Audubon and allowed by Audubon prior to such expenditure.
 - (c) (1) Recipient certifies that the Recipient will not:
 - A. Attempt to influence legislation or support lobbying within the meaning of section 501(c)(3) of the U.S. Internal Revenue Code using any of the funds granted by Audubon; or
 - B. Use any portion of these funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to cause any private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the U.S. Internal Revenue Code.

(2) Recipient shall abide by U.S., state and local laws with regard to non-discrimination with respect to individuals working under this Agreement on the basis of race, color, religion, sex, age, sexual orientation, disability, national or ethnic origin veteran status or any other prohibited basis.

11. Recipient agrees to indemnify, defend, save and hold harmless Audubon from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Recipient, its agents or employees in the performance of this Agreement.
12. This is the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements.
13. This Agreement shall not become effective unless and until its provisions have been agreed to by Recipient and the Agreement is duly executed by the parties hereto.
14. This Agreement is entered into in the State of New York and shall be construed in accordance with the internal substantive laws of New York applicable to contracts to be wholly performed therein. The parties agree that any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the State Courts of or the Federal court in the State and County of New York; except that in the event either party is sued by a third party or joined in any other Court or in any forum by a third party in respect of any matter which may give rise to a claim hereunder, the parties consent to the jurisdiction of such court or forum over any claim which may be asserted therein between the parties thereto. The parties hereto irrevocably waive any objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.

NATIONAL AUDUBON SOCIETY, INC.

 Name: _____ Date: _____
 Chief Financial Officer / Chief Operations Officer / Vice-President

Fallan Batchelor:

By: _____ Date: _____
 Print Name:
 Title:

Specific Award Conditions

Award Number: NA23NOS4510307
Amendment Number: 0

1) New Award SAC

This award number NA23NOS4510307, to the NATIONAL AUDUBON SOCIETY, INC. , supports the work described in the Recipient's proposal entitled "Evaluating efficacy of stewardship actions for vulnerable Gulf of Mexico coastal birds through co-production between scientists and resource managers" dated 12/01/2022, and revisions dated 6/27/2023, 8/28/2023, 9/01/2023, 9/06/2023, which is incorporated into the award by reference. Where the terms of the award and proposal differ, the terms of the award shall prevail.

2) Multi-Year Special Award Condition

(MULTI-YEAR) The award period and budget(s) incorporated into this award cover a 5-year period for a total amount of \$1,964,542 in Federal funds. However, Federal funding available at this time is limited to \$237,485 for this funding period. Receipt of any prospective funding is contingent upon the availability of funds from Congress, satisfactory performance, continued relevance to program objectives, and will be at the sole discretion of the Department of Commerce. The Department of Commerce is not liable for any obligations, expenditures, or commitments which involve any amount in excess of the Federal amount presently available. The Recipient will be responsible for any and all termination costs it may incur should prospective funding not become available. No legal liability will exist or result on the part of the Federal Government for payment of any portion of the remaining funds which have not been made available under the award. Notifications affecting funding or notice of non-availability of additional funding for prospective years will be made only by the Grants Officer. The amendment to obligate prospective funding available shall be made on Form CD-451, Amendment to Financial Assistance Award, if at all possible prior to the expiration of each year's activities.

The funding period for this award is 10/01/2023 through 09/30/2024 and may be extended through 09/30/2028.

3) Cooperative Agreement

This award is created as a cooperative agreement because of the substantial involvement of NOAA or other federal scientists in the award activity. The NOAA RESTORE Science Program's Associate Director or an appropriate designee will work in close collaboration with project's Principal Investigator(s) to ensure that research findings, products, and/or tools are effectively applied to inform Gulf of Mexico resource management. Throughout the life-cycle of the project the Associate Director (or an appropriate designee) will conduct monitoring and oversight of the award to ensure that proposed milestones, outputs, and outcomes are being met. In addition, the Associate Director (or an appropriate designee) may: (1) participate actively with Principal Investigators to develop necessary links with resource management agencies and other stakeholders; (2) lead, catalyze, and/or support national and regional coordination and/or collaboration, planning, and implementation efforts; (3) communicate outputs and outcomes of projects via press releases, NOAA and regional newsletters, social networking, briefings to NOAA management and partner programs, special journal issues, and

sessions at professional conferences; and/or (4) actively engage partners and potential users of research products and outputs inside and outside of NOAA to support the delivery and transition of project results to management application. The Associate Director or an appropriate designee will participate in an annual meeting throughout the duration of the project with the Principal Investigators and key members of the research team.

4) Performance Progress Reports

Semi-annual and Comprehensive Final Progress Reports are special award requirements that use the National Centers for Coastal Ocean Science (NCCOS)/RESTORE Science Program prescribed formats. Progress reports are due semi-annually and a comprehensive final report is due 120 days after the closing date of the award. For this purpose, NCCOS/RESTORE has received Office of Management and Budget (OMB) clearance under Approval # 0648-0384, expiration date of 1/31/2025.

Public reporting burden for the semi-annual, Gantt chart, and final progress reports collection of information is estimated to average 9 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to Laurie.Golden@noaa.gov. Notwithstanding any other provision of law, no person is required to respond to, nor shall any person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act, unless that collection displays a currently valid OMB control number.

Completion of some aspects of this award requires the recipient to maintain one or more permits or approvals. Prior to continuation of fieldwork, award recipients must provide a copy of each permit that requires annual renewal or expired during the previous year to the Associate Director of the RESTORE Science Program (frank.parker@noaa.gov).

5) Environmental Data / Peer-reviewed Publications

1. 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 (http://www.cio.noaa.gov/services_programs/IQ_Guidelines_103014.html), 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. verification and reproducibility of the results.

2. 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.

3. 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."

4. 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.

5. Funding acknowledgement: Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication and include the following: "This paper is a result of research funded by the National Oceanic and Atmospheric Administration's RESTORE Science Program under award [insert Grant Number] to [insert Institution(s)]." 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.

6. 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.

7. 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.

6) National Environmental Policy Act (NEPA)

Because of an ongoing consultation(s), National Environmental Policy Act (NEPA) review for this award is incomplete and will not be completed prior to the project start date. No fieldwork for this project may begin until the consultation(s) has been completed and protective measures (if any) have been incorporated. An addendum to the current signed NEPA documentation will be completed that includes any required protective measures resulting from the consultation.

Fieldwork may begin once the addendum is signed by the Program Office, a copy is uploaded to the Grants Online file for this award, and this Special Award Condition is officially removed.

Scope of Work and Budget Narrative - City of Orange Beach

Prepared by [Fallan Batchelor](#), Nicole Woerner

(fbatchelor@orangebeachal.gov), and Nicole Michel (nicole.michel@audubon.org)

PERSONNEL

Total \$ 7,200

Name	Project Role	Salary in Year 1	Year 1
Fallan Batchelor	Co-PI	\$45,000	\$7,200
		Total	\$7,200

Justification

The proposed budget includes 16% of annual salary in year 1 for Fallan Batchelor, Co-PI and the Coastal Stewardship Coordinator for the City of Orange Beach. The Coastal Stewardship Coordinator will oversee and advise site selection, implement all stewardship activities in Orange Beach, Alabama. The coordinator is also responsible for public relations to include advertisement and awareness to the general public, and for any type of coordination with private land owners and utility companies. She will also participate in in-person meetings, webinars, and conference calls and contribute to manuscript and report preparation.

FRINGE BENEFITS

Total \$ 2,160

Name	Project Role	Fringe Rate	Year 1
Fallan Batchelor	Co-PI	30%	\$ 2,160
		Total	\$ 2,160

Justification

All full-time professional positions have a fringe benefit rate of 30%. Fringe benefits include FICA, 403(b) match, pension, and medical, disability, life, and unemployment insurance.

TRAVEL-DOMESTIC**Total \$0.00**

No travel expenses are requested.

EQUIPMENT**Total \$0.00**

No equipment expenses are required.

SUPPLIES**Total \$500**

Supplies	Year	Amount
Monitoring and Stewardship	1	\$500
Supplies, Signage Materials		

Justification

We have included \$500 per year to cover the costs of materials for building new signs, stewardship supplies (e.g., clipboards, pens, paper for flyers), and monitoring supplies (e.g., banding supplies, field notebooks).

CONTRACTUAL**Total \$0.00**

No contractual expenses are requested.

OTHER**Total \$500**

Design and Printing Fees	Year	Amount
Design and Printing of	1	\$500
Signage and Outreach Materials		

Justification

We have included \$500 per year to cover the costs of design and printing of signage and outreach materials (e.g., flyers).

TOTAL DIRECT COSTS**\$10,360**

Category	Year 1
Personnel	\$7,200
Fringe	\$2,160
Travel	
Equipment	
Supplies	\$500
Contractual	
Other	\$500
Total Direct Costs	\$10,360

INDIRECT COSTS (17.5%)**\$ 1,813**

Category	Year 1
Total Indirect Cost Base	\$10,360
Indirect (17.5%)	\$1,813
Total Costs	\$12,173

The rate is 17.5% and is computed on the following cost base of **\$ 10,360** which is total direct charges (Personnel, Fringe, Supplies, Other) minus equipment (\$0) and contractual (\$0).

TOTALS-DIRECT and INDIRECT COSTS**\$ 12,173**



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 5, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing the approval of a variance from Chapter 30, Article VII of the City Code, entitled "Coastal Construction," to allow for dewatering by Phoenix South Point, LLC. (NW)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-19-23 23-xxx Approve Variance Coastal Construction Phoenix South Point Dewatering
2. 2023.12.01 Coastal Construction Variance Application - Phoenix South Point - Dewatering Plan
3. 2023.12.01 Coastal Construction Variance Application - Phoenix South Point

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE APPROVAL OF A
VARIANCE FROM CHAPTER 30, ARTICLE VII OF THE CITY CODE,
ENTITLED “COASTAL CONSTRUCTION,”
TO ALLOW FOR DEWATERING BY PHOENIX SOUTH POINT, LLC**

FINDINGS:

1. The City Council adopted the Beach and Dune Protection and Preservation Ordinance and the Coastal Construction Ordinance codified in Chapter 30, Articles VI and VII of the Code of Ordinances for the City of Orange Beach, Alabama.
2. The area for which the Coastal Construction Ordinance applies includes:

Those properties lying south of and/or adjacent to the southern Right of Way of U.S. Highway 182, south to the Gulf of Mexico, and lying within the corporate limits of the City of Orange Beach.
3. Pursuant to the Beach and Dune Protection and Preservation Ordinance, discharge of storm water or other point-source discharges are not allowed without a permit. Pursuant the Coastal Construction Ordinance, Alabama Department of Environmental Management (ADEM) approval is required prior to issuance of a Coastal Construction Permit.
4. Phoenix South Point, LLC, has applied for a Coastal Construction Permit for development of property located at 25610 Perdido Beach Boulevard, Orange Beach, Alabama.
5. Phoenix South Point, LLC, has applied for a variance to allow dewatering during the deep foundation construction process and temporarily pump the excess water to the Gulf of Mexico. This variance is required to meet ADEM requirements.
6. City Council has reviewed the variance and determined that the dewatering process has been planned in a manner such that impacts on coastal resources will be minimized and that no feasible alternative means to accomplish the activity are available.
7. The City reviewed the project and determined the variance meets the requirements of Section 30-185 of the Code of Ordinances of Orange Beach, Alabama, and all other applicable city ordinances.

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

1. That the Council authorizes the Mayor to approve the provisions of the requested variance subject to final review by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 19th DAY OF DECEMBER, 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 December 19, 2023.

City Clerk

BURNS

DEWATERING SERVICES, INC.

P O Box 473;
Theodore, AL 36590
Office: 251-653-1113
Fax: 251-653-1187

Performance and Data Sheet

Date: 11/27/2003

Service/Project: Phoenix South Point, Orange Beach AL
Company: Brett Robinson Const. Contact: Josh Floyd

Qty / Part Service Description

- 1 WELLPOINT PUMP - PRIMARY OPERATOR 50 H.P. 1500 GPM MAX.
- 1 WELLPOINT PUMP - BACK-UP 65 H.P. 1800 GPM MAX.
- 840'-875' HEADER MANIFOLD TO ENCOMPASS FOUNDATION SITE.
- 95-115 WELLPOINTS WITH SWINGS 1 1/2".
- 400'-500' 6" +/- 8" DISCHARGE HOSE + PVC PIPE.
- 80'-100' 8" STEEL FLANGED PIPE INTO THE GULF.

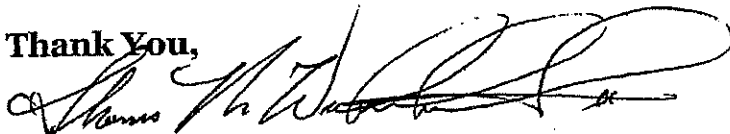
Performance Estimates:

- THE SYSTEM AS PLANNED WILL PRODUCE AN ESTIMATED 900-1000 GAL PER MINUTE FOR SEVERAL HOURS THEN TAPER DOWN AS THE WATER TABLE IS DRAWN DOWN ACROSS THE ENCOMPASSED SITE.
- THE SYSTEM WILL PRODUCE AN ESTIMATED 400-600 GAL PER MINUTE ON A CONSTANT BASIS UPON WATER TABLE DRAWDOWN. VARIATIONS WILL BE DUE TO RAINFALL AND TIDAL INFLUENCE.

Comments:

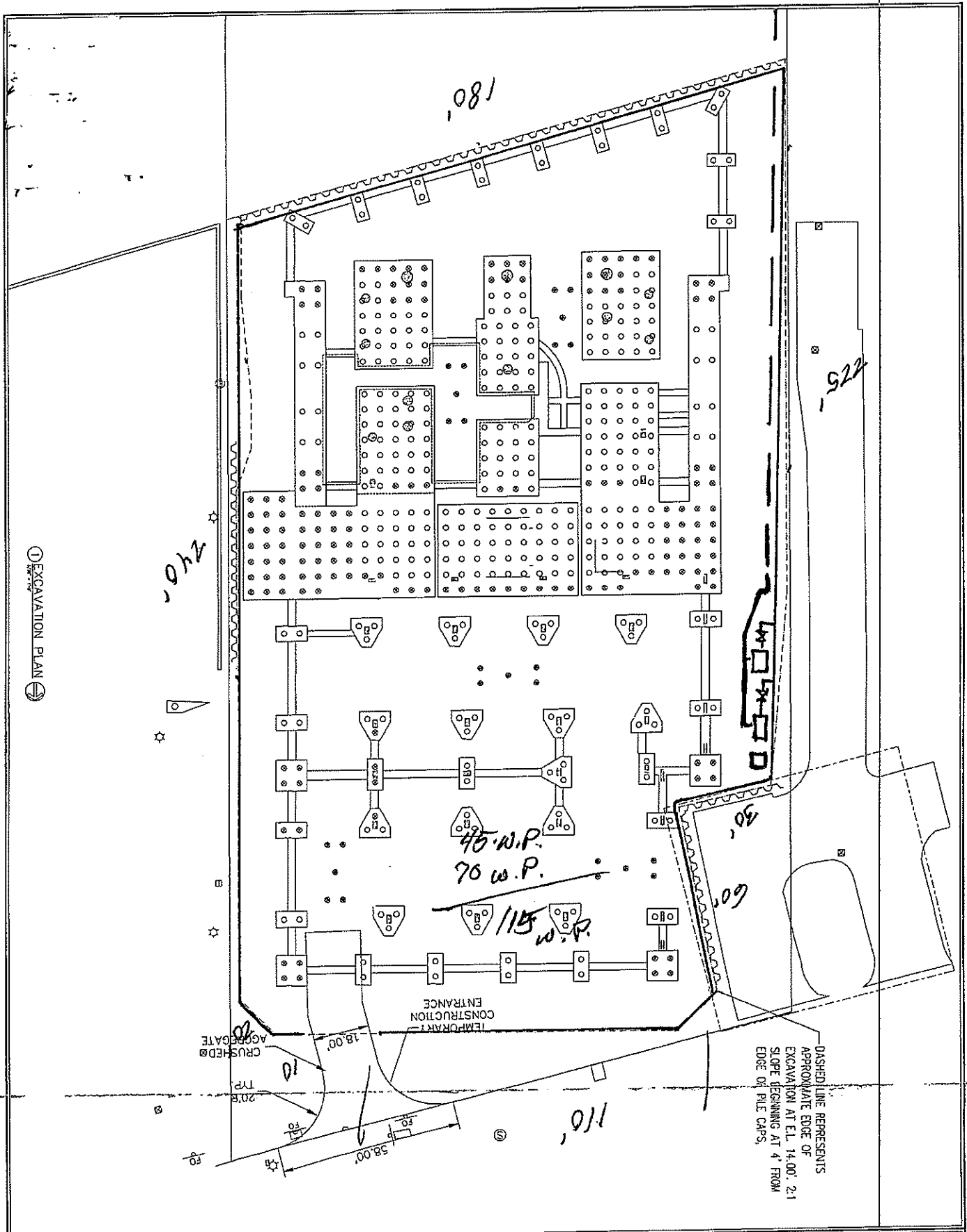
- BDSI WILL FOLLOW THE GUIDANCE AND INSTITUTED GUIDELINES FOR DISCHARGE PIPE ROUTING AND PLACEMENT.
- BDSI INTENDS TO PROVIDE QUALITY MATERIALS FOR PIPE AND HOSES AS NEEDED TO DISCHARGE THE CLEAN WATER DISCHARGE TO THE GULF.

Thank You,



Thomas M Westmoreland II
Burns Dewatering Services, Inc.

Sales, Rental, Consulting, & Contracting



① EXCAVATION PLAN

EX

NO. 100	DATE: 11/16/23	BY: [Signature]
NO. 101	DATE: 11/16/23	BY: [Signature]
NO. 102	DATE: 11/16/23	BY: [Signature]
NO. 103	DATE: 11/16/23	BY: [Signature]
NO. 104	DATE: 11/16/23	BY: [Signature]
NO. 105	DATE: 11/16/23	BY: [Signature]
NO. 106	DATE: 11/16/23	BY: [Signature]
NO. 107	DATE: 11/16/23	BY: [Signature]
NO. 108	DATE: 11/16/23	BY: [Signature]
NO. 109	DATE: 11/16/23	BY: [Signature]
NO. 110	DATE: 11/16/23	BY: [Signature]

BRETT / ROBINSON

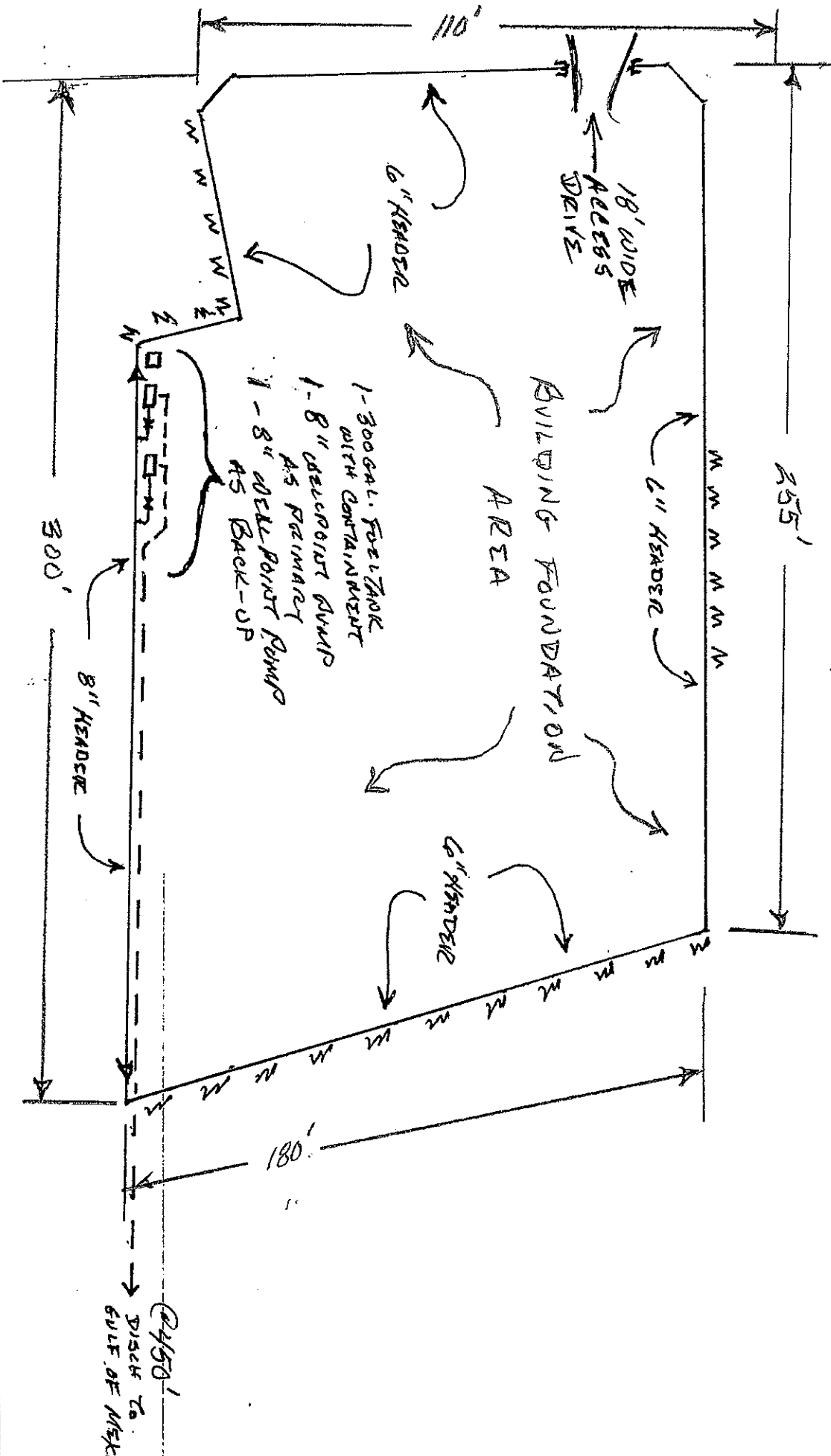
PSP

25610 PERDIDO BEACH BLVD



M M M SCHEDULE

--- DISCHARGE LINE



NOT TO SCALE	DRAWING # 1	PHOENIX SOUTH TOWN WELL POINT SYSTEM OVERVIEW 11-25-1
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Coastal Resources
P.O. Box 3950
4697 Walker Avenue
Orange Beach, AL 36561

Attn: Nicole Woerner

Re: Variance Application
Phoenix South Point

Dear Ms. Woerner,

Brett Real Estate Robinson Development Company, Inc. (Brett/Robinson) respectfully requests a variance to discharge dewatering effluent into the Gulf of Mexico, as we have on previous projects. The burden and costs associated with collecting the dewatering effluent, trucking and disposing of it off-site would far outweigh the cost of discharging the effluent into the Gulf of Mexico.

Attached are two copies of the following:

1. Variance Application
2. Dewatering Plan & Performance Data

We will issue our application fee in the amount of \$275.00 and deliver it to your office.

If there is anything further we need to provide or if you have any questions, please let me know.

Sincerely,

Joshua Floyd
Project Manager

City of Orange Beach

A L A B A M A
Life is better here



Application for a Permit for the Construction of a Motel, Hotel, or Other Multi-Unit Development on a Property Intersected by the Construction Control Line in the Alabama Coastal Area

I hereby make application for a permit for a construction project on a property/properties intersected by the Construction Control Line in the Alabama Coastal Area:

- Name of Applicant (Owner or Developer):**
Phoenix South Point, LLC

Name of Contractor:
Brett Real Estate
Robinson Development Company, Inc.
- Name and Title of Responsible Official:**
Patrick Nelson, Sr.

Name of Contact w/Contractor:
Joshua Floyd
- Mailing Address:**
25299 Canal Rd. Suite B4
Orange Beach, AL 36561

Mailing Address of Contractor:
25299 Canal Rd. Suite B4
Orange Beach, AL 36561
- Phone Number:**
(251) 981-4713

Phone Number of Contractor:
(251) 981-4713
- Email Address:**
patn@brettrobinson.com

Email Address of Contractor:
joshf@brettrobinson.com
- Project Location (Street Address, City and County):**
25610 Perdido Beach Blvd. Orange Beach, AL 36561

7. Indicate the parts of this application which are attached:

—	A. Survey of the project site showing location of all existing and proposed structures, lot dimensions, the location of the Construction Control Line as determined by state plane coordinates, the distance to the nearest Construction Control Line monuments, mean high tide line and all wetland areas.	— — <u>x</u> — —	E. List of Required Local, State or Federal Permits: Building (may be obtained concurrently) Wetlands (if applicable) Variance (if applicable) Incidental Take Permit (USFWS, if applicable) Other
—	B. Legal Description of Property	n/a	F. Environmental Impact and Natural Hazards Study
—	C. Location or Vicinity Map	—	G. Beach and Dune Enhancement Plan
—	D. Map of Wetlands	—	H. Certified Copy of Deed or Lease

7. Project Description:

Type of Project:	Number of Stories:	<u>22</u>
<u> </u> Motel	Number of Units:	<u>66</u>
<u> </u> Hotel	Number of Parking Spaces:	<u>188</u>
<u> x </u> Condominium	Lot Size in Acres:	<u>1.950</u>
<u> </u> Other (Specify):	Lot Dimension in Feet	<u>186.3' x 472' (S)</u>

8. Size of Units:

No. of 3 Bedroom units:	<u>26</u>	Square Feet/Unit:	<u>1879 SF</u>
No. of 4 Bedroom units:	<u>34</u>	Square Feet/Unit:	<u>2514 SF</u>
No. of 5 Bedroom units:	<u>5</u>	Square Feet/Unit:	<u>2738 SF</u>
No. of 6 Bedroom units:	<u>1</u>	Square Feet/Unit:	<u>2755 SF</u>

9. Water Supply:

<u> x </u> Water System	Name of System:	<u>Orange Beach Water Authority</u>
<u> </u> Well		

10. Waste Water System:

<u> x </u> Sewer System	Name of System:	<u>Orange Beach Sewer Department</u>
<u> </u> Other (Specify):	Approximate gpd effluent:	<u>12,000</u>

11. Tax I.D. & Parcel Number:

64591 / 65-04-17-0-000-001.003

12. 911 Property Address

25610 Perdido Beach Blvd. Orange Beach, AL 36561

Patrick A. Nelson Sr.

Signature of Responsible Official

Josh Flayd

Signature of Agent or Person Preparing
Application if Different from Responsible Official

11-22-2023

Date

11-22-2023

Date

A **30** day public comment period is required for all applications. Submit **3** copies of completed application form and all required information to:

Savannah Rollins
Coastal Resources
City of Orange Beach
P.O. Box 3950
4697 Walker Avenue
Orange Beach, AL 36561



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 5, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing a franchise for CrozzzzCabz, Inc., to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. (RE/TC)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-19-23 23-xxx Authorize Franchise CrozzzzCabz
2. 2023.12.01 Franchise Application - Taxi - CrozzzzCabz_public

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING A FRANCHISE FOR
CROZZZZCABZ, INC.
TO OPERATE A TAXI SERVICE WITHIN THE CITY LIMITS AND
POLICE JURISDICTION OF THE CITY OF ORANGE BEACH**

FINDINGS:

1. CrozzzzCabz, Inc., an Alabama company, has made application for a non-exclusive franchise for the use of city streets to operate a taxi service within the city limits and police jurisdiction.
2. The City of Orange Beach is willing to grant a non-exclusive franchise on the terms and conditions set out in the City's taxi ordinance.

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 attached franchise agreement by and between the City of Orange Beach and CrozzzzCabz, Inc., subject to final review by the City Attorney; and
2. That CrozzzzCabz, Inc., within 30 days, shall file its acceptance of the terms of the franchise in the form attached.

ADOPTED THIS 19th DAY OF DECEMBER, 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 December 19, 2023.

City Clerk

**FRANCHISE AGREEMENT AUTHORIZING
CROZZZCABZ, INC.
TO OPERATE A TAXI SERVICE WITHIN THE CITY LIMITS AND
POLICE JURISDICTION OF THE CITY OF ORANGE BEACH**

This Franchise Agreement is made and entered into by and between the City of Orange Beach, Alabama (hereinafter “City”) and **CROZZZCABZ, INC.** (hereinafter “Franchisee”).

The City, as a municipal corporation of the State of Alabama, has determined that public convenience and necessity warrants the grant of a franchise for the operation of a taxicab service within the corporate limits of the City.

Franchisee desires to acquire, and the City desires to grant, a franchise for the operation of a taxicab service within the City on the terms and conditions hereinafter set out.

In consideration of the foregoing and of the mutual covenants and agreements hereinafter set out, the receipt and sufficiency of which is hereby mutually acknowledged, it is hereby understood, acknowledged, covenanted, and agreed by and between the parties as follows:

SECTION 1 - Definitions

As used in this franchise, the following terms shall have the meaning assigned as follows:

Bus: Any vehicle designed, constructed or used for the transportation of 16 or more passengers, including the driver, or any vehicle required to obtain commercial licenses and permits pursuant to state and federal laws governing commercial vehicles.

Business: A single act of transporting a passenger or passengers for hire, excluding transportation provided by any public transit agencies.

Business License: The license required by Article III, Sections 50-51 thru 50-63 of the Code of the City of Orange Beach, to operate a taxicab or limousine within the City.

City: The City of Orange Beach and its police jurisdiction.

City Driver's Permit: A permit issued by the police department for the operation of a taxicab or limousine by an applicant thereof.

Driver / Operator: Any person engaged in the business of operating a taxicab or limousine within the City or its police jurisdiction.

Franchise: The right or special privilege to conduct business in accordance with the methods, procedures, ordinances and regulations of the City of Orange Beach. The franchise is conferred upon the individual or corporation wishing to do business within the City or its police jurisdiction by signed agreement of the franchise applicant on a form provided by the City of Orange Beach, following acceptance and approval of the governing body.

Limousine: A motor vehicle used in the business of transporting passengers for hire in the City or its police jurisdiction, not operated on a fixed route. Limousines are unmetered, unmarked, ground transportation vehicles regularly engaged in the business of transporting passengers on a pre-reserved basis only. Provided, however, the classification “limousine” shall not apply to any motor vehicle which is:

- (1) Classified as a taxicab as herein defined.
- (2) Used exclusively by or under a written agreement with a hotel, motel, airport, hospital, club or other such entity for the transportation of its members, guests, patients or clients; provided, that each vehicle under such agreement will have the same distinctive visible outside painted

appearance as each other vehicle under the agreement to any such hotel, motel, airport, hospital, club or other such entity.

(3) Operated as a bus under a franchise granted by the City.

Owner: A person owning or controlling one or more taxicabs or limousines and driving or causing any such vehicle to be driven within the City or its police jurisdiction.

Passenger: A person or persons other than the driver, who is an occupant of a taxicab or limousine, who for the purposes of this ordinance, is presumed to be a passenger or passengers for hire.

Person: An individual, partnership, firm, association, corporation or any other legal entity.

Taxicab: A metered general transportation vehicle regularly engaged in the business of transporting passengers. Any automobile or similar vehicle having a regular seating capacity limited to the number of passengers for which there is an operational, manufacturer installed seatbelt for each individual passenger, engaged in carrying passengers for hire other than along a fixed route. Provided, however, the classification "taxicab" shall not apply to any motor vehicle which is:

(1) Classified as a limousine as herein defined.

(2) Used exclusively by or under a written agreement with a hotel, motel, airport, hospital, club or other such entity for the transportation of its members, guests, patients or clients; provided, that each vehicle under such agreement will have the same distinctive visible outside painted appearance as each other vehicle under the agreement to any such hotel, motel, airport, hospital, club or other such entity.

(3) Operated as a bus under a franchise granted by the City.

Terminal: The fixed base of operations from which the applicant proposes to conduct the taxicab or limousine business.

SECTION 2 - Grant of Franchise

Franchisee is hereby granted a franchise to operate a taxicab service on the public rights of way of the City for the term and upon the terms and conditions set out herein and according to the requirements of Chapter 70, Article VI, Code of Ordinances, City of Orange Beach, the terms of which are incorporated in the statute.

SECTION 3 - Term of Franchise

Unless sooner terminated, suspended, or revoked, the term of this Franchise shall begin upon the day of execution and expire on December 31, 2024.

SECTION 4 - Fares and Receipts

Fare rates, drop fees and mileage rates for any metered taxicab shall be posted in a place in such taxicab that is well lighted and clearly visible to any passenger within such vehicle. A receipt in writing for the amount of metered taxicab fare paid shall be given by the operator or driver of the taxicab to whom such fare is paid, or request of any person paying the same. Such receipt shall show the exact amount of the fare paid, the origin, destination, date and hour of the trip; the state license tag number of the taxicab; the name of the taxicab company and the name of the operator or driver.

SECTION 5 - Termination or Suspension of Franchise Rights

Franchisee's rights under this Franchise may be terminated or suspended by the City in its sole discretion upon Franchisee or any agent or employee of Franchisee violating or failing to comply with any of the provisions of this Franchise Agreement or City Code.

SECTION 6 - Compliance with All Applicable Laws and Regulations

Franchisee shall at all times be and remain in compliance with City Code, all other municipal laws and

regulations, and all other State and Federal laws and regulations applicable to its business and operations, including, without limitation, all licensing and taxation laws and regulations.

SECTION 7 - General Provisions

- (a) The rights of Franchisee hereunder may not be assigned or transferred in whole or in part.
- (b) The rights of Franchisee hereunder are non-exclusive, and the City fully retains the right to grant additional franchises for the same or similar activities.
- (c) Nothing in this Franchise is to be construed as a limitation on the City's authority to further regulate the business or operation of taxicabs or other incidences of Franchisee's business or operations by municipal ordinance or on the City's plenary authority to regulate and control the use of its streets, alleys, and public ways.
- (d) The grant and continuance of this Franchise is expressly conditioned on payment of the appropriate franchise fees in the amount of 2% of gross receipts on the 15th day of the month following the end of each quarter during the term of this Franchise, on the payment of all expenses of publication of this Franchise and on the payment to the City of the expense of preparation of this Franchise upon its execution in the amount of \$250.00. A 25% penalty will be assessed if payment is not received within ten (10) days of the due date. Failure to make any such payment when due shall automatically render this Franchise void.
- (e) Franchisee shall indemnify the City and its officers, agents and employees from any actions or damages of any character to any person, including personal injuries resulting in death or property damage by the conduct of Franchisee's business. Franchisee shall pay any judgment, with costs, obtained against the City, its officers, agents, or employees arising out of any such injury or damage, including costs and expenses of defense.
- (f) In the event the City finds it necessary to employ legal counsel in connection with the enforcement of this Franchise Agreement or the defense of actions taken with regard to the termination of this Franchise Agreement, Franchisee shall reimburse the City for all expenses incurred, including reasonable attorneys' fees.

Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

CROZZZZCABZ, INC.
Franchisee

By: _____

Its: _____

**ACCEPTANCE OF A FRANCHISE
IN THE CITY OF ORANGE BEACH, ALABAMA**

RECITALS:

1. The City of Orange Beach, Alabama ("City") by action of its City Council on September 12, 2023, adopted Resolution No. 23-xxx ("Resolution") approving a non-exclusive franchise for the use of the public streets to provide taxicab services under the terms and conditions set out in the Franchise Agreement for CrozzzzzCabz, Inc. ("Provider").
2. The Resolution requires the Provider to accept the terms of the Resolution in a form and substance acceptable to the City.

NOW, THEREFORE, pursuant to the terms and requirements of the Resolution, and in consideration of the City's approval of the Franchise, Provider accepts the Franchise and makes the following representations and warranties to the City:

1. Provider is authorized to do business in Alabama and has full power, authority, and legal capacity to execute, deliver, and perform this Acceptance and perform the terms and conditions of the Franchise;
2. All actions necessary to authorize the execution and delivery of this Acceptance and the performance of the Franchise, have been duly authorized;
3. Provider has carefully read the terms and conditions of the Franchise and accepts all of the terms and conditions imposed thereunder, and agrees to abide by the same;
4. Provider acknowledges by acceptance of the Franchise that it has not been induced to accept the Franchise by reason of any promise, verbal or written, by or on behalf of the City, or by any third person, regarding any term or condition of the Franchise not expressed therein;
5. The Provider agrees to comply with all of the terms and conditions of the City's Ordinances and other laws and rules applicable to Providers' business;
6. Provider will immediately notify the City if it be engages in an activity that is neither contemplated nor authorized under the terms of the Agreement; and
7. Concurrent with this acceptance of the Agreement, Provider agrees to perform the following tasks within thirty (30) days of the adoption of the Resolution and any necessary publication, unless another date is specified in the Agreement:
 - A. Pay all required application fees required under the terms of the Agreement;
 - B. Pay the costs of any necessary publication;
 - C. File a certificate of insurance as required under the terms of the Agreement; and
 - D. Acquire a business license from the City of Orange Beach.

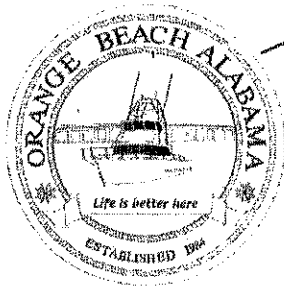
Failure to perform all such actions within a timely manner shall be deemed to be a rejection and repudiation of the Franchise Agreement.

Dated: _____

_____,
CROZZZZCABZ, INC.

By: _____

Its: _____



9123

1299
\$ 250.00

Exp: 3/4/17

CITY of ORANGE BEACH
FRANCHISE APPLICATION
For Taxi, Shuttle and/or Limousine Service☐ NEW
☒ RENEWAL

Legal Name of Business

CRG 2222 CAB 2

Applicant's Name

Robert David Crosby

Mailing Address

841 - East 23rd Avenue

Physical Address of Terminal (Office)

Samit

Physical Address Vehicle Storage

841 East 23rd Avenue

Telephone

251-977-5874

E-Mail

Type of Franchise Requested

Same as Last Year

Number of Vehicles Operating

2

Owner/Officers

Address

DOB

Robert D Crosby
841 E 23rd Ave
Gulf Shores AL
3/4/63

Drivers

Address

DOB

Robert D Crosby
841 E 23rd Ave
3/4/63

\$250.00 NON-REFUNDABLE APPLICATION FEE SHALL BE PAID WITH APPLICATION

DATE PAID

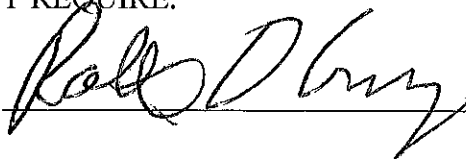
1. Attach copy of driver's license for ALL owners, officers and drivers.
2. Attach at least two (2) completed Applicant Reference Forms, for applicant and each owner/officer.
3. Attach a copy of proof of insurance showing City of Orange Beach as additional insured.
4. Attach a financial statement showing in detail applicant's current financial condition.

Applicant has read and understands City of Orange Beach Code of Ordinance Chapter 70 article VI and agrees to comply with all requirements to operate in the city.

Applicant agrees to pay all costs and expenses incurred by the City in preparation of the Franchise agreement and the enactment of the enabling ordinance, to include attorney's fees for drafting of the Franchise agreement.

APPLICANT UNDERSTANDS THAT THE FILING OF THIS APPLICATION DOES NOT, IN ITSELF, CONSTITUTE AUTHORITY TO OPERATE AND WILL SUBMIT SUCH ADDITIONAL INFORMATION IN CONNECTION WITH THIS APPLICATION AS THE COUNCIL MAY REQUIRE.

Applicant Signature



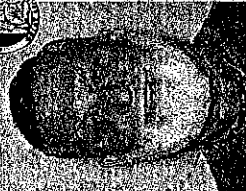
Date



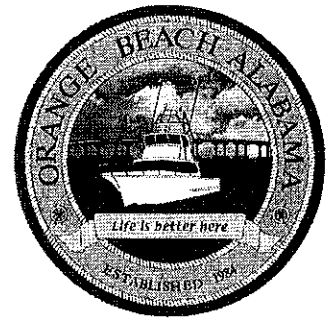
DRIVER LICENSE

ALABAMA

NO. 4693922 CLASS DM
D.O.B. 03-04-1963 EXP 10-01-2025
ROBERT DAVID CROSBY
841 E 23RD AVE
GULF SHORES AL 36542-3127
ENDORSEMENTS NONE
ISS 06-29-2021
SEX M HT 509 EYES BLU
HAIR BRN WT 180



Secretary of Law Enforcement



TAXI AND/OR LIMOUSINE SERVICE APPLICANT REFERENCE FORM

NOTICE TO APPLICANT: You must submit two (2) Applicant Reference Forms filled out and signed by two (2) separate individuals who are not related to you in any way, including through marriage. This form must be signed by the character reference and his/her signature must then be notarized. **Supplying false information on this document may result in criminal charges being filed.**

Robert David Crosby (name of applicant), has filed an application to operate a for-hire vehicle/business in Orange Beach, AL. As a character reference for the applicant, please complete this form and return it to the applicant for submission with his/her Franchise Application.

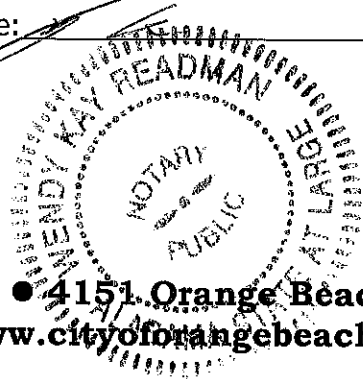
1. Is the applicant related to you by blood or marriage? YES ☒ NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 30 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: Friend
4. How would you rate the applicant in the following areas? Place a check mark where appropriate:
Character ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Honesty ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Reliability ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
YES ☒ NO IF YES, please describe the extent of use: _____
6. Would you recommend that the City of Orange Beach, AL grant the applicant a franchise/license? ☒ YES ☐ NO
7. Please provide any further comment that you feel is relevant on the back of this form.

Print Name of Character Reference Joe Cox
Address of Character Reference 23770 A Cypress Manor
(city) Orange Beach (state) AL (zip) 36561
Cell phone 251-983-8752 Home phone same Business Phone 251-981-3331

Dated: 06-16-23 Signature of Character Reference: _____

Sworn before me this 16 day of June, 2023

Notary Public Signature _____





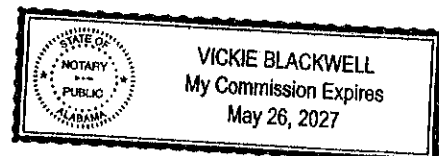
TAXI AND/OR LIMOUSINE SERVICE APPLICANT REFERENCE FORM

NOTICE TO APPLICANT: You must submit two (2) Applicant Reference Forms filled out and signed by two (2) separate individuals who are not related to you in any way, including through marriage. This form must be signed by the character reference and his/her signature must then be notarized. **Supplying false information on this document may result in criminal charges being filed.**

Robert David Crosby (name of applicant), has filed an application to operate a for-hire vehicle/business in Orange Beach, AL. As a character reference for the applicant, please complete this form and return it to the applicant for submission with his/her Franchise Application.

1. Is the applicant related to you by blood or marriage? YES ☒ NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 30 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: FRIENDS
4. How would you rate the applicant in the following areas? Place a check mark where appropriate:
Character ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Honesty ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Reliability ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
YES ☒ NO IF YES, please describe the extent of use: _____
6. Would you recommend that the City of Orange Beach, AL grant the applicant a franchise/license? ☒ YES ☐ NO
7. Please provide any further comment that you feel is relevant on the back of this form.

Print Name of Character Reference CHAD M. HARRIS
Address of Character Reference 5961 SHADYWOODS CT
(city) Gulf Shores (state) AL (zip) 36542
Cell phone 251-725-5720 Home phone _____ Business Phone 251-981-2400
Dated: 6/16/23 Signature of Character Reference: [Signature]
Sworn before me this 16th day of June, 2023
Notary Public Signature Vickie Blackwell



Progressive
P.O. Box 84739
Cleveland, OH 44101

PROGRESSIVE
COMMERCIAL

CROZZZ CABZ INC
314 S SCHOOL ST
FAIRHOPE, AL 36532

Policy number: 02725486

Underwritten by
Progressive Specialty Insurance Co

Insured:

CROZZZ CABZ INC

August 29, 2023

Policy Period: Oct 2, 2023 - Oct 2, 2024

Mailing Address

Progressive Specialty Insurance Co
PO Box 84739
Cleveland, OH 44101

Additional insured endorsement

Name of Person or Organization

ORANGE BEACH BUS D
P O BOX 458
ORANGE BEACH, AL 36561

This endorsement modifies insurance provided under the commercial auto policy and any endorsements thereto affording liability coverage.

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. We also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page** and showing liability coverage.

1-800-895-2886

For customer service, 24 hours a day,
7 days a week

Limit of Liability

Bodily Injury

Not applicable

Property Damage

Not applicable

Combined Liability

\$1,000,000 per accident

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number 02725486

Issued to (Name of Insured): CROZZZ CABZ INC

Effective date of endorsement: October 2, 2023

Policy expiration date: October 2, 2024

Form 1098 (07/16)



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Progressive Insurance		NAMED INSURED CROZZZZ CABZ INC 314 S SCHOOL ST FAIRHOPE, AL 36532
POLICY NUMBER 02725488		
CARRIER Progressive Specialty Insurance Company	NAIC CODE 32786	EFFECTIVE DATE: 10/02/2022

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Uninsured/Underinsured Motorist	\$25,000/\$50,000

Description of Location/Vehicles/Special Items

Scheduled autos only	
2013 FORD E350 SUPER DUTY 1FDEE3FS2DDB30910	
Collision	\$1,000 Ded
Comprehensive	\$1,000 Ded
Medical Payments	\$1,000
2014 DODGE GRAND CARAVAN 2C4RDGCGXER121760	
Collision	\$1,000 Ded
Comprehensive	\$1,000 Ded
Medical Payments	\$1,000

Liability coverage may not apply to all scheduled vehicles.



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 5, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing a franchise for BFI Waste Services, LLC, dba Republic Services, to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris. (RE/TC)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-19-23 23-xxx Authorize Franchise Solid Waste BFI Waste Services
2. 2023.12.01 Franchise Renewal - Solid Waste - BFI Republic Services

RESOLUTION NO. 23-050

**A RESOLUTION AUTHORIZING A FRANCHISE FOR
BFI WASTE SERVICES, LLC (DBA REPUBLIC SERVICES)
TO REMOVE AND DISPOSE OF COMMERCIAL SOLID WASTE AND
TO REMOVE AND TRANSPORT CONSTRUCTION AND DEMOLITION DEBRIS**

FINDINGS:

1. BFI Waste Services, LLC, an Alabama limited liability company doing business as Republic Services of Magnolia Springs, has made application for a non-exclusive franchise for the use of city streets to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris from construction projects.
2. The City of Orange Beach is willing to grant a non-exclusive franchise on the terms and conditions set out in the attached Franchise Agreement.

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 attached franchise agreement by and between the City of Orange Beach and BFI Waste Services, LLC, subject to final review by the City Attorney; and
2. That BFI Waste Services, LLC, within 30 days, shall file its acceptance of the terms of the franchise in the form attached.

ADOPTED THIS 19th DAY OF DECEMBER, 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 December 19, 2023.

City Clerk

**FRANCHISE AGREEMENT AUTHORIZING
BFI WASTE SERVICES, LLC (DBA REPUBLIC SERVICES)
TO COLLECT COMMERCIAL SOLID WASTE AND CONSTRUCTION DEBRIS
IN THE CITY AND ITS POLICE JURISDICTION**

SECTION 1 -Non-Exclusive Franchise Granted

The City of Orange Beach hereby grants to **BFI WASTE SERVICES, LLC** (hereinafter called the Franchisee) a non-exclusive franchise to use of streets and public places for the collection and disposal of Commercial Solid Waste and the removal and transportation of Construction and Demolition Debris, under the terms and conditions hereinafter set out.

SECTION 2 - Definitions

As used in this franchise, the following terms shall have the meaning assigned as follows:

ADMINISTRATOR shall mean the City Administrator of Orange Beach or his/her designee.

APPROVED CONTAINER shall mean an enclosed container usually constructed of metal with a close fitting cover or doors with a capacity in excess of one (1) cubic yard, approved by the County Health Department which is used to store large volumes of Solid Waste for collection.

BUSINESS shall mean all commercial establishments, including, but not limited to motels, hotels, recreational vehicle rental space(s), stores, office buildings, irrespective of the form of ownership, restaurants, service stations and garages, laundry and cleaning establishments, industrial establishments and all other places not classified as “residential premises” or a “residential unit” that produce or accumulate solid waste, including adjacent unimproved property.

CITY shall mean the City of Orange Beach, a political subdivision of the State of Alabama.

COLLECTION shall mean the act of removing material from a construction or demolition site.

COLLECTOR shall mean BFI Waste Services, LLC, the entity authorized by this ordinance to engage in the collection and transportation of Construction and Demolition Debris.

COMMERCIAL DEMOLITION DEBRIS shall mean material from a construction or demolition site mixed with other types of solid waste. This debris shall be handled as Business and not Residential.

COMMERCIAL SOLID WASTE shall mean garbage, rubbish, yard waste or trash, clean debris, “white” goods, construction and demolition waste or other discarded material or refuse, other than Residential.

CONSTRUCTION AND DEMOLITION DEBRIS shall mean materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to steel, glass, brick, concrete, asphalt roofing materials, pipe, gypsum wallboard, and lumber, from a construction or demolition project and including rocks, soils, tree remains, trees (all diameters), and other vegetative matter which normally results from land clearing operations. Mixing of Construction and Demolition Debris with other types of Solid Waste, including material from a construction or demolition site which is not from the actual construction or destruction of a structure, will cause it to be classified as Commercial Demolition Debris.

COUNCIL shall mean the City Council of the City of Orange Beach, Alabama.

CUSTOMER shall mean any person or persons, firm, corporation or association who/which contracts with the Collector for collection and disposal of Commercial Solid Waste and/or Construction and Demolition Debris for a fee.

DISPOSAL FACILITY shall mean the Magnolia Landfill located in the County, or if not available, to any other Solid Waste Facility or Solid Waste Management Facility designated as a RCRA Subtitle D site or one operating under Subtitle D regulations in Alabama, Mississippi or Florida.

HAZARDOUS WASTE shall mean Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed and including any materials specifically designated by state or federal agencies.

HOUSEHOLD WASTE shall mean any combination of refuse usual to housekeeping and generated solely by residents in the ordinary course of residential occupancy of a premises, excluding major appliances, such as stoves and refrigerators, furniture, automobile bodies and parts, tires, household and yard appliances, and other bulky items not suitable for proper confinement in the garbage receptacle.

PUTRESCIBLE WASTE shall mean food waste or garbage that will rot or decay producing foul odors or attract vectors. Putrescible waste includes containers that are contaminated by such waste.

RESIDENTIAL WASTE shall mean Garbage, Rubbish, and Recyclable Materials resulting from the normal housekeeping activities of a Residential Unit.

SOLID WASTE shall mean Garbage, Rubbish, Yard Waste or Trash, Clean Debris, "White" Goods, Construction and Demolition Waste or other discarded material or refuse.

SPECIAL WASTES shall mean Solid Waste that requires special handling and management, including, but not limited to, whole tires, used oil, lead acid batteries, and Biological Wastes.

WHITE GOODS shall mean refrigerators, ranges, water heaters, freezers and other large appliances.

YARD WASTE shall mean material resulting from landscape maintenance, including but not limited to grass clippings, leaves, twigs, small trees (6" diameter or less), etc., and material not resulting from land-clearing operations.

SECTION 3 - Service Undertaking

The Franchisee shall offer services solely for the collection and disposal of Commercial Solid Waste and Construction and Demolition Debris to persons located within the corporate limits of the City and its police jurisdiction. Upon request, a Franchisee shall provide to the City's Finance Department, a listing of customers, service location, frequency of pickup and types of service provided, as well as, franchisee telephone numbers and contact personnel.

SECTION 4 - Equipment

Franchisee shall utilize such trucks or other collection equipment and/or vehicles necessary and approved by the City's Public Works Director for the collection and disposal of Commercial Solid Waste. Vehicles utilized by Franchisee shall be so covered, secured or sealed that there will be no loss during haulage to cause littering of streets and highways, or cause a nuisance or hazard to the public health. Franchisee shall utilize an adequate number of collection vehicles and/or equipment based on number of customers and solid waste generated. In the event the City in its discretion determines that an adequate number or type of vehicles or equipment is not being utilized by Franchisee, it shall so notify Franchisee in writing. All vehicles or equipment utilized by Franchisee shall be maintained in a safe and clean operating condition, and the City at its convenience may inspect such vehicles or equipment from time to time. The collection containers provided by Franchisee shall be maintained by Franchisee in good repair and in a sanitary condition.

SECTION 5 - Frequency of Collection

Franchisee shall begin and complete scheduled collections of Commercial Solid Waste and Construction and Demolition Debris at a time that shall be mutually agreed between Customer and Franchisee. Collection containers provided by Franchisee shall be in a sanitary condition and equipped so that contents will not fall out.

SECTION 6 - Compliance with Collection and Disposal Laws and Regulations

Franchisee shall dispose of all solid waste collected by it in accordance with all applicable federal, state, county, and municipal laws, ordinances, rules and regulations pertaining to the collection of disposal of such waste material. Specifically, but without limitation, such waste shall be disposed of only in a disposal facility duly licensed and permitted by all governmental entities and agencies having jurisdiction with respect to such site and Franchisee shall comply with all reporting requirements of all governmental entities and agencies having jurisdiction. Upon request, Franchisee shall provide the City with copies of any and all such reports.

SECTION 7 - Books and Records of Franchisee

The books and records of Franchisee relevant to its collection and disposal services in the service area shall be available for inspection or audit by the City during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday, legal holidays excepted. If such books and records are not regularly maintained by Franchisee within the corporate limits of the City, Franchisee shall present such books and records for inspection or audit at the Municipal Complex upon twenty-four (24) hours oral or written demand for inspection or audit. In addition, upon request, Franchisee shall provide to the City a customer listing, frequency of collection, quantity of waste collected, and any other necessary reports or documentation, to meet ADEM reporting requirements.

The accounting system utilized by the Franchisee shall be in accordance with generally accepted accounting principles. Franchisee shall provide the City with an acceptable detailed annual operating statement or consolidated operating statement within forty-five (45) days after the end of each of Franchisee's fiscal year during the term of this Franchise.

SECTION 8 - Cause for Cancellation

The City shall have the right to cancel this Franchise for cause, including, without limitation, insufficiency or irregularity of services, financial irregularities, violation of governmental law, ordinance, rule or regulation, or other misfeasance, malfeasance, or nonfeasance in the provision of services under this Franchise or breach of the terms and conditions herein. In the event the City believes cause for termination exists, it will give written notice to Franchisee of the basis on which it believes cause for termination exists and will give Franchisee an opportunity to appear before a regular or special meeting of the Municipal Council to present any evidence or explanation of the existence of cause for termination. Following such presentation, the City may elect to terminate this Franchise, may elect to continue this Franchise, either as written or under probationary conditions, or may elect such other action as may be in the best interest of the City. Franchisee shall be given written notice of the action of the Council, and no termination shall become effective earlier than thirty (30) days following the giving of such notice.

SECTION 9 - Indemnification

The Franchisee shall indemnify and hold the City, its elected and appointed officials, officers, agents, servants, and employees harmless from any and all claims or demands (including reasonable attorneys fees) of whatever kind or character arising directly or indirectly, proximately or remotely, from the operation of solid waste collection activities by Franchisee.

SECTION 10 - No Assignment or Transfer

This Franchise nor the rights of Franchisee hereunder may not be sold, assigned, pledged or transferred in whole or in part by Franchisee. In this regard, the sale, transfer, or conveyance of more than fifty percent (50%) of the shares of voting stock of Franchisee to any one person or entity shall be considered an assignment.

SECTION 11 - Insurance

Franchisee, as a condition under this document, shall furnish and maintain comprehensive general liability insurance coverage in coverage amount not less than \$2,000,000, single limit, under a policy

issued by an insurer acceptable to the City. Such policy shall be in a form satisfactory to the City and shall name the City as additional insured against any liability for personal injury, death, or property damage arising directly or indirectly from the collection or disposal services to be performed by Franchisee. Any lapse in the coverage required in this paragraph shall result in an automatic and immediate suspension of the franchise rights granted Franchisee hereunder. Franchisee shall provide acceptable documentation to the City of Workers Compensation Insurance.

SECTION 12 - Nonexclusivity

The franchise rights granted hereunder shall be non-exclusive, and the City may at any time and from time to time award similar franchise rights to other persons or entities. This Franchise is the grant of a non-exclusive franchise pursuant to Section 220 of the Constitution of Alabama.

SECTION 13 - No Agency

Franchisee shall be an independent contractor and not the agent of the City for any purpose. The City assumes no responsibility for the collection of fees or other debts owed to Franchisee.

SECTION 14 - Term

This franchise shall become effective upon its adoption by the City Council and when Franchisee files its acceptance, attached hereto as Exhibit A, and furnishes proof that it has complied with all of the terms of this Franchise. This Franchise shall expire, unless sooner terminated or extended in writing after the approval of the City, on December 31, 2022.

SECTION 15 - Consideration for Franchise Rights

As consideration for the franchise rights granted hereunder and unless and until increased or amended as provided in this paragraph, Franchisee shall pay to the City an annual franchise fee equal to three percent (3%) of Franchisee's gross receipts from charges for services rendered pursuant to this Franchise. Such franchise fee shall be paid to the City every three (3) months, with the first payment being due and payable three (3) months from the effective date of this Franchise. A late charge equal to ten percent (10%) of the amount due every three (3) months shall be assessed for each one to thirty-day (1-30) period said franchise fee is not paid after its due date.

The City reserves the right from time to time and at any time during the term of this Franchise to amend the terms hereof, to increase the amount of the franchise fee, to impose a franchise fee obligation in a set amount or to otherwise alter or amend the franchise fee obligation of Franchisee hereunder; provided, however, that Franchisee shall be given written notice of any such alteration or amendment and such alteration or amendment shall not take effect sooner than the date that is sixty (60) days after the date on which the notice is delivered to Franchisee or the first anniversary date of the effective date of this Franchise occurring after the giving of notice, whichever date is later. In the event of notification of an increase of the franchise fee hereunder or the imposition of a fee based on a percentage of Franchisee's receipts, Franchisee may elect in writing prior to the effective date of the franchise fee increase or amendment to terminate this Franchise as of the effective date of the franchise fee increase or amendment, in which case all rights and privileges of Franchisee shall terminate as of such date.

SECTION 16 - Permit Submittal

Copies of all applications for permits from board or agencies of the County, State, or Federal government having jurisdiction over any activities of the Franchisee in relation to this Franchise shall be provided to the City at the time of their submittal to the governing agency.

SECTION 17 - Complete Franchise

This Franchise sets out the complete conditions with respect to the subject matter hereof and may not be amended except in a writing whose execution by the City has been approved by Ordinance or formal resolution of the Municipal Council.

SECTION 18 - Compliance with ADEM and other State Reporting Requirements

The City is required to quarterly and annually submit full cost accounting of solid waste collections, etc., to the Baldwin County Commission and the Alabama Department of Environmental Management (ADEM). Franchisee shall submit all required and requested full cost accounting reports to the County Commission and ADEM by the requested deadline dates. Copies of these reports will be submitted simultaneously to the City, along with a full listing of all customer accounts.

SECTION 19 - Severability Clause

The provisions of this Ordinance are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Ordinance.

ATTEST:

Tony Kennon, Mayor

Renee Eberly, City Clerk

BFI WASTE SERVICES, LLC
Franchisee

By: _____

Its: _____

**ACCEPTANCE OF A FRANCHISE
IN THE CITY OF ORANGE BEACH, ALABAMA**

RECITALS:

1. The City of Orange Beach, Alabama ("City") by action of its City Council on December 19, 2023, adopted Resolution No. 23-xxx ("Resolution") approving a non-exclusive franchise for the use of the public streets to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris under the terms and conditions set out in the Franchise Agreement for BFI Waste Services, LLC ("Provider").
2. This Resolution requires the Provider to accept the terms of the Resolution in a form and substance acceptable to the City.

NOW, THEREFORE, pursuant to the terms and requirements of the Resolution, and in consideration of the City's approval of the Franchise, Provider accepts the Franchise and makes the following representations and warranties to the City:

1. Provider is authorized to do business in Alabama and has full power, authority, and legal capacity to execute, deliver, and perform this Acceptance and perform the terms and conditions of the Franchise;
2. All actions necessary to authorize the execution and delivery of this Acceptance and the performance of the Franchise, have been duly authorized;
3. Provider has carefully read the terms and conditions of the Franchise and accepts all of the terms and conditions imposed thereunder, and agrees to abide by the same;
4. Provider acknowledges by acceptance of the Franchise that it has not been induced to accept the Franchise by reason of any promise, verbal or written, by or on behalf of the City, or by any third person, regarding any term or condition of the Franchise not expressed therein;
5. The Provider agrees to comply with all of the terms and conditions of the City's Ordinances and other laws and rules applicable to Providers' business;
6. Provider will immediately notify the City if it be engages in an activity that is neither contemplated nor authorized under the terms of the Agreement; and
7. Concurrent with this acceptance of the Agreement, Provider agrees to perform the following tasks within thirty (30) days of the adoption of the Resolution and any necessary publication, unless another date is specified in the Agreement:
 - A. Pay all required application fees required under the terms of the Agreement;
 - B. Pay the costs of any necessary publication;
 - C. File a certificate of insurance as required under the terms of the Agreement; and
 - D. Acquire a business license from the City of Orange Beach.

Failure to perform all such actions within a timely manner shall be deemed to be a rejection and repudiation of the Franchise Agreement.

Dated: _____

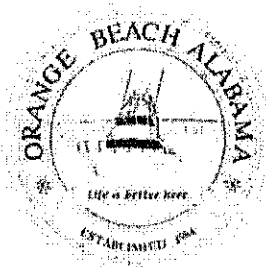
BFI WASTE SERVICES, LLC

By: _____

Its: _____

20045345

\$ 250.⁰⁰



CITY of ORANGE BEACH FRANCHISE APPLICATION

☐ NEW
☒ RENEWAL

Business Name BFI Waste Services LLC dba Republic Services of Magnolia Springs

Applicant's Name REPUBLIC SERVICES

Mailing Address 3720 Varner Drive, Mobile, AL 36693

Physical Address Office Same as above

Telephone 251-544-5337 E-Mail arodgers@republicservices.com

Type of Franchise Requested Commercial

Owner/Officers	Address	DOB
<u>See attached</u>		

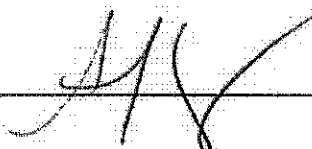
\$250.00 NON-REFUNDABLE APPLICATION FEE SHALL BE PAID WITH APPLICATION

DATE PAID 11/21/23

1. Attach a copy of proof of insurance showing City of Orange Beach as additional insured.
2. Attach a financial statement showing in detail applicant's current financial condition.

Applicant agrees to pay all costs and expenses incurred by the City in preparation of the Franchise agreement and the enactment of the enabling ordinance, to include attorney's fees for drafting of the Franchise agreement.

APPLICANT UNDERSTANDS THAT THE FILING OF THIS APPLICATION DOES NOT, IN ITSELF, CONSTITUTE AUTHORITY TO OPERATE AND WILL SUBMIT SUCH ADDITIONAL INFORMATION IN CONNECTION WITH THIS APPLICATION AS THE COUNCIL MAY REQUIRE.

Applicant Signature  Date 11/15/23

Corporate Data Sheet Report

As of August 22, 2023

BFI Waste Services, LLC

Formed in Delaware on 10/10/2000

Status:	Current	
Entity Type :	Limited Liability Company	
Federal ID #:	86-1006825	Internal #: 9B
Domicile:		

Primary Address

18500 North Allied Way
Phoenix, Arizona 85054

Officers

	<u>Title</u>
Gregg K. Brummer	President
James G. Amick, Jr.	Vice President
Julia Arambula	Vice President
Kevin Michael Cross	Vice President
Matthew R. Healy	Vice President
Ashley Kasarjian	Vice President
John B. Nickerson	Vice President
Larson Richardson	Vice President
Gary S. Walker	Vice President
Adrienne W. Wilholt	Vice President
Lawrence D. Focazio	Vice President, Tax
Lauren McKeon	Secretary
Ashley Kasarjian	Assistant Secretary
John B. Nickerson	Assistant Secretary
Adrienne W. Wilholt	Assistant Secretary
Calvin R. Boyd	Treasurer

Direct Owners

	<u>Registered in</u>	<u>%Ownership</u>
Allied Waste North America, LLC	Delaware	100.0000 %

Corporate Data Sheet Report

As of August 22, 2023

BFI Waste Services, LLC

Registrations

Alabama	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	602 - 778	N/A	10/25/2000	
Arkansas	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	100191431		10/25/2000	
Delaware	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Formation	3299575		10/10/2000	
District of Columbia	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	L08568		05/24/2001	
Florida	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	M00000002212		10/25/2000	
Georgia	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	0047419		10/26/2000	
Iowa	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	246162		10/24/2000	
Kentucky	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	0516286		05/22/2001	
Louisiana	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	35040583Q		02/15/2001	
Maryland	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	Z06308894		05/22/2001	
Mississippi	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	697824		02/08/2001	
Missouri	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	FL0044255		11/01/2000	
North Carolina	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	0568733		11/01/2000	
Oklahoma	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	3700666261		05/23/2001	
Pennsylvania	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	605390		05/12/2006	
South Carolina	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	none	N/A	11/02/2000	
Tennessee	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	0407373		05/01/2001	
Texas	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	801150303	18610068258	07/23/2009	
Virginia	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	T017950-9		10/25/2000	
West Virginia	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	40492		05/23/2001	



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
06/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

CANNON COCHRAN MANAGEMENT SERVICES, INC.
17015 NORTH SCOTTSDALE ROAD
SCOTTSDALE, AZ 85255

CONTACT NAME:

PHONE (A/C No.Ext.): FAX (A/C No.Ext.):

E-MAIL ADDRESS: cert@ccm91.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: ACE American Insurance Co.

22667

INSURER B: Indemnity Insurance Co. of North America

43575

INSURER C: Illinois Union Insurance Company

27960

INSURER D: ACE Property & Casualty Insurance Company

20699

INSURER E:

INSURER F:

INSURED

REPUBLIC SERVICES, INC.
18500 N. ALLIED WAY
PHOENIX, AZ 85054

COVERAGES

CERTIFICATE NUMBER: 2342241

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:			HDO G47334433	06/30/2023	06/30/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 30,000,000 PRODUCTS -COMP/OP AGG \$ 20,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ☒ SCHEDULED ONLY AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ONLY			ISA H10735786	06/30/2023	06/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED. ☐ RETENTION'S			G46782148 007	06/30/2023	06/30/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B A A A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C50710397 - AOS WLR C50710324 - OR SCP C5071049A - WI WCU C50710555 - OH XS TNS C66934172 - TX NS/XS	06/30/2023 06/30/2023 06/30/2023 06/30/2023 06/30/2023	06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Division Number: 4960 - Named Insured Includes: BFI Waste Services, LLC - Dba: Allied Waste Services of Magnolia Springs - Republic Services of Magnolia Springs

CERTIFICATE HOLDER

City of Orange Beach
PO Box 458
Orange Beach, AL 36561
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 2342241

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract. Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract. Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND and WA is covered under policy no. WLR C50710397 and stop gap coverage for OH is covered under policy no. WCU C50710555 as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C86934172) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Umbrella/Excess Liability provides additional limits over the underlying General Liability, Automobile Liability and Employer's Liability policies shown on this certificate.

The following table summarizes our revenue, costs and expenses for the years ended December 31, 2022 and 2021 (in millions of dollars and as a percentage of revenue):

	2022		2021	
Revenue	\$ 13,511.3	100.0%	\$ 11,295.0	100.0%
Expenses:				
Cost of operations	8,205.0	60.7	6,737.7	59.7
Depreciation, amortization and depletion of property and equipment	1,245.6	9.2	1,111.7	9.8
Amortization of other intangible assets	53.9	0.4	33.3	0.3
Amortization of other assets	52.1	0.4	40.5	0.4
Accretion	89.6	0.7	82.7	0.7
Selling, general and administrative	1,454.3	10.8	1,195.8	10.6
Adjustment to withdrawal liability for multiemployer pension funds	(1.6)	-	-	-
(Gain) loss on business divestitures and impairments, net	(6.3)	-	0.5	-
Restructuring charges	27.0	0.2	16.6	0.1
Operating income	<u>\$ 2,391.7</u>	<u>17.6%</u>	<u>\$ 2,076.2</u>	<u>18.4%</u>

Our pre-tax income was \$1,831.5 million for the year ended December 31, 2022, compared to \$1,575.1 million in 2021. Our net income attributable to Republic Services, Inc. was \$1,487.6 million, or \$4.69 per diluted share for 2022, compared to \$1,290.4 million, or \$4.04 per diluted share, for 2021.

During 2022 and 2021, we recorded a number of charges, other expenses and benefits that impacted our pre-tax income, tax impact, net income attributable to Republic Services, Inc. (net income – Republic) and diluted earnings per share as noted in the following table (in millions, except per share data). Additionally, see our *Results of Operations* section of this *Management's Discussion and Analysis of Financial Condition and Results of Operations* for a discussion of other items that impacted our earnings during the years ended December 31, 2022 and 2021. For comparative purposes, prior year amounts have been reclassified to conform to current year presentation.

	Year Ended December 31, 2022				Year Ended December 31, 2021			
	Pre-tax Income	Tax Impact ⁽²⁾	Net Income - Republic	Diluted Earnings per Share	Pre-tax Income	Tax Impact ⁽²⁾	Net Income - Republic	Diluted Earnings per Share
As reported	\$1,831.5	\$ 343.9	\$1,487.6	\$ 4.69	\$1,575.1	\$ 282.8	\$1,290.4	\$ 4.04
Restructuring charges	27.0	7.1	19.9	0.06	16.6	4.4	12.2	0.04
(Gain) loss on business divestitures and impairments, net	(6.3)	(2.5)	(3.8)	(0.01)	0.5	(5.5)	6.0	0.02
Adjustment to withdrawal liability for multiemployer pension funds ⁽¹⁾	(1.6)	(0.4)	(1.2)	-	-	-	-	-
Accelerated vesting of compensation expense for CEO transition	-	-	-	-	22.0	-	22.0	0.07
US Ecology, Inc. acquisition integration and deal costs	77.3	17.0	60.3	0.19	-	-	-	-
Total adjustments	<u>96.4</u>	<u>21.2</u>	<u>75.2</u>	<u>0.24</u>	<u>39.1</u>	<u>(1.1)</u>	<u>40.2</u>	<u>0.13</u>
As adjusted	<u>\$1,927.9</u>	<u>\$ 365.1</u>	<u>\$1,562.8</u>	<u>\$ 4.93</u>	<u>\$1,614.2</u>	<u>\$ 281.7</u>	<u>\$1,330.6</u>	<u>\$ 4.17</u>

⁽¹⁾ The aggregate impact to adjusted diluted earnings per share totals to less than \$0.01 for the year ended December 31, 2022.

⁽²⁾ The income tax effect related to our adjustments includes both current and deferred income tax impact and is individually calculated based on the statutory rates applicable to each adjustment.

REPUBLIC SERVICES, INC.
CONSOLIDATED STATEMENTS OF INCOME
(in millions, except per share data)

	Years Ended December 31,		
	2022	2021	2020
Revenue	\$ 13,511.3	\$ 11,295.0	\$ 10,153.6
Expenses:			
Cost of operations	8,205.0	6,737.7	6,100.5
Depreciation, amortization and depletion	1,351.6	1,185.5	1,075.9
Accretion	89.6	82.7	82.9
Selling, general and administrative	1,454.3	1,195.8	1,053.0
Adjustment to withdrawal liability for multiemployer pension funds	(1.6)	-	34.5
(Gain) loss on business divestitures and impairments, net	(6.3)	0.5	77.7
Restructuring charges	27.0	16.6	20.0
Operating income	2,391.7	2,076.2	1,709.1
Interest expense	(395.6)	(314.6)	(355.6)
Loss from unconsolidated equity method investments	(165.6)	(188.5)	(118.2)
Loss on extinguishment of debt	-	-	(101.9)
Interest income	3.3	2.5	5.2
Other (expense) income, net	(2.3)	(0.5)	4.1
Income before income taxes	1,831.5	1,575.1	1,142.7
Provision for income taxes	343.9	282.8	173.1
Net income	1,487.6	1,292.3	969.6
Net income attributable to non-controlling interests in consolidated subsidiary	-	(1.9)	(2.4)
Net income attributable to Republic Services, Inc.	\$ 1,487.6	\$ 1,290.4	\$ 967.2
Basic earnings per share attributable to Republic Services, Inc. stockholders:			
Basic earnings per share	\$ 4.70	\$ 4.05	\$ 3.03
Weighted average common shares outstanding	316.5	318.8	319.3
Diluted earnings per share attributable to Republic Services, Inc. stockholders:			
Diluted earnings per share	\$ 4.69	\$ 4.04	\$ 3.02
Weighted average common and common equivalent shares outstanding	317.1	319.4	319.8
Cash dividends per common share	\$ 1.91	\$ 1.77	\$ 1.66

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