



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Regular Council Meeting 12/13/2023
2. Committee of the Whole 12/13/2023

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

Resolutions

1. Resolution appropriating funds to the Orange Beach Board of Education to support city school system operations in an amount not to exceed \$3,347,756. (FH)
2. Resolution authorizing the execution of a professional services agreement with Cobbs, Allen & Hall, Incorporated, for insurance and HR consulting. (FH)
3. Resolution declaring 10 body cameras and mounts owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to the Town of Elberta. (SB)
4. Resolution establishing fees for the Orange Beach Golf Center. (FH)
5. Resolution awarding the bid for Sportsplex Turf Maintenance Services. (FH)
6. Resolution awarding the proposal for a Glamping Concessionaire. (PW)

7. Resolution authorizing the purchase of Three Vehicles for the Coastal Resources Department through State Bid in the amount of \$161,465. (PW/TT)

Public Hearings

Ordinances

1. Ordinance amending Section 62-1 of the City Code to raise the gross annual income qualifying for municipal exemption from \$25,000 to \$27,500. (FH)
2. Ordinance amending Chapter 42, Article VI, Section 42-507 of the Code of Ordinances for the City of Orange Beach, Alabama, entitled, "Calculation and collection of impact fees; exceptions." (JL)
3. Ordinance amending Chapter 74, Article II, Division 2, Section 74-34 of the Code of Ordinances for the City of Orange Beach, Alabama, entitled, "Certificate of accessibility to public sewer required; administration." (JL)

V. Public Comments

VI. Adjourn

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
DECEMBER 13, 2023 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 5:02 P.M.
- II. INVOCATION** Pastor Jared Jones, Central Church Orange Beach
- 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

Regular Council Meeting 11/14/2023
Committee of the Whole 11/14/2023

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. <u>Mayor/Council</u> | |

Marc Anderson, Special Projects Coordinator, gave an update on upcoming city-sponsored events.

VIII. AUDITING OF ACCOUNTS

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

1. Recognition of Jeanne Fitzgibbons, Retiring Administrative Coordinator and Purchasing Agent. Councilmember Blalock read aloud and presented Jeanne with a Certificate of Recognition for her 21 years of service with the city. Jeanne was present to accept the award and spoke briefly about her time with the city.

XI. UNFINISHED BUSINESS

Resolutions

1. Resolution awarding the bid to construct an Events Pavilion at the Coastal Arts Center to MD Thomas Construction, LLC, in an amount not to exceed \$436,450. **Motion made (Blalock) to adopt the resolution. Motion failed for lack of a second.** Councilmember Silvers noted his abstention due to his employer, Swift Supply, being a materials supplier for the project.

XII. NEW BUSINESS

Resolutions

1. Resolution authorizing execution of a Medical Services Agreement with Coastal 3 Holdings, LLC, dba Southern Rapid Healthcare. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution to update the list of volunteer firefighters and reserve police officers covered under workers' compensation insurance. **Motion made (Boyd/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution appointing attorneys for 2024. **Motion made (Johnson/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution authorizing the execution of a professional services agreement with Computer Backup, Inc., for technology support and managed services. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. Resolution authorizing the purchase of a Vacuum Pump Truck for the Utilities Department through the Sourcwell purchasing cooperative from Sansom Equipment Co., Inc., in the amount of \$509,207. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution authorizing execution of a professional services agreement with Chris Litton for various special services. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
7. Resolution authorizing the submittal of an Alabama Department of Environmental Management Clean Water Act Section 319 Nonpoint Source Program Watershed Grant

Application. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

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. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Mitchell/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
13. Resolution authorizing the purchase of Goggles and Helmets for the Police Department through the Buyboard purchasing cooperative from Adorama Camera, Inc., in the amount of \$48,746.70. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
14. Resolution authorizing the purchase of a Vehicle for the Fire Department through State Bid in the amount of \$49,993. **Motion made (Blalock/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
15. Resolution authorizing execution of a professional services agreement with Grace Stanton for acting coaching for "Wizard of Oz." **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

Ordinances

1. First Reading – Ordinance extending the temporary moratorium on the issuance of business licenses for commercial vessels and other marine activities. **Motion made (Boyd/Silvers) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).** **Motion made (Silvers/Johnson) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:22 P.M.

APPROVED this the 16th day of January, 2024.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
DECEMBER 13, 2023 – 5:20 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the January 2, 2024, agenda.

The following members were present:

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

The following members were absent:

None

The following items were discussed:

1. Resolution awarding annual bids.
2. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1204-PUDA-23, Pandion Ridge PUD Modification, Manager's Mobile Home Unit. Public hearing set for January 2, 2024.
3. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1203-PUD-23, Turquoise Place North PUD. Public hearing set for January 2, 2024.

Public Comments:

1. Tim Tabb, Coastal Resources Operations Manager, gave an update on the beach renourishment project schedule.

There being no further business, the meeting adjourned.

Time: 5:25 P.M.

APPROVED this 16th day of January, 2024.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 2, 2024**

Departments: City Clerk

Description of Topic: Resolution appropriating funds to the Orange Beach Board of Education to support city school system operations in an amount not to exceed \$3,347,756. (FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-16-24 24-xxx Appropriate Funds OBBOE City School System Operations

RESOLUTION NO. 24-xxx

**A RESOLUTION APPROPRIATING FUNDS
TO THE ORANGE BEACH BOARD OF EDUCATION
TO SUPPORT CITY SCHOOL SYSTEM OPERATIONS
IN AN AMOUNT NOT TO EXCEED \$3,347,756**

FINDINGS:

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

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

1. That the Council appropriates a sum not to exceed One Million and Six Hundred Forty-Seven Thousand Seven Hundred and Fifty-Six Dollars (\$1,647,756.00) to the Orange Beach Board of Education for the purpose of funding daily operations of the city school system; and One Million Seven Hundred Thousand (\$1,700,000.00) for capital expenditures relating to buildings and transportation; and
2. That this Resolution shall become effective immediately upon adoption.

ADOPTED THIS 16th DAY OF JANUARY, 2024.

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. 24-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 16, 2024.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 2, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a professional services agreement with Cobbs, Allen & Hall, Incorporated, for insurance and HR consulting. (FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-16-24 24-xxx Authorize Professional Services Agreement Cobbs Allen
2. 2023.12.29 Professional Services Agreement Cobbs Allen

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
COBBS, ALLEN & HALL, INCORPORATED FOR
INSURANCE AND HR CONSULTING**

FINDINGS:

1. The City of Orange Beach and Cobbs, Allen & Hall, Incorporated, have reached an agreement (attached Exhibit A) whereby Cobbs, Allen & Hall, Incorporated, will provide insurance and HR consulting 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 from January 1, 2024, to 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 is hereby authorized to execute the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Cobbs, Allen & Hall, Incorporated, 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 16th DAY OF JANUARY, 2024.

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. 24-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 16, 2024.

City Clerk

Professional Services Agreement

This Consulting Agreement, hereinafter referred to as “Agreement” is between the City of Orange Beach, an Alabama Class 8 municipality (hereinafter referred to as “Client”) and Cobbs, Allen & Hall, Incorporated, an Alabama corporation, with its principal office in Birmingham, AL (hereinafter referred to as “Consultant”).

WHEREAS, Client wishes to obtain the assistance of Consultant with strategic benefit planning, design, funding, administration, and communication with respect to its employee benefit programs;

WHEREAS, Consultant has experience in assisting employers with designing and servicing employee benefit plans; and

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be Provided by Consultant

Consultant will provide Client with the consulting services set forth in **Exhibit 1**.

2. Term & Termination

A. Term. The initial term of this Agreement is for the time period commencing on January 1, 2024 and ending December 31, 2025.

B. Termination. This Agreement may be terminated by either party only as follows:

- a) Effective upon thirty (30) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;
- b) Effective upon thirty (30) days advance written notice to the other party given with or without reason; provided such notice is given after the Initial Term;
- c) By mutual written agreement of the parties.

3. Cost of Services

As full and total compensation for the services to be provided pursuant to this agreement, Consultant shall be paid in accordance with the Schedule of fees, **Exhibit 2**, attached.

4. Personnel

Consultant will assign personnel according to the needs of Client, and according to the disciplines required to complete the appointed task in a professional manner. Cobbs, Allen & Hall retains the right to

substitute personnel with reasonable cause.

5. Client's Responsibilities

- a) Client will make available such reasonable information as required for Consultant to provide the services described in this agreement. Such information will be made available as promptly as possible.
- b) Consultant will recommend vendors for Client that Consultant believes are suitable for client's needs. While Consultant will make recommendations to Client, Client acknowledges and agrees that Client is the sole decision maker with regard to which vendors are engaged.
- c) Client agrees that Consultant is not responsible for the services provided by any vendor or any claim against Client that may arise directly or indirectly out of Client's use of a vendor or any service provided to Client by a vendor, including, but not limited to, claims arising under the Patient Protection and Affordable Care Act, the Employee Retirement Income Security Act of 1974, as amended or the United States Internal Revenue Code of 1986, as amended, regardless of whether the claim is related to the group health insurance plan sponsored by Client.

6. Disclaimer

- a) As a part of the Compliance Consulting services provided under this agreement, Consultant may, from time to time, supply Client with information compiled or obtained from third-party sources ("compliance information") for educational purposes and to assist Client with compliance issues. Consultant will make reasonable efforts to ensure the compliance information is complete and accurate. However, Client acknowledges and agrees that Consultant does not guarantee its completeness or accuracy.
- b) Client understands that there is no attorney-client relationship between Client and Consultant and that none of the compliance information provided should be construed as legal advice. The Client's use or reliance upon compliance information is voluntary and should only be undertaken after an independent review by Client's own qualified legal counsel.
- c) Neither Consultant nor its employees warrant explicitly or impliedly that the compliance information, if followed, will prevent, or serve as a defense to, any criminal, civil, regulatory, or administrative audits, investigations, penalties, claims, or liabilities. As such, Client acknowledges and agrees that neither Consultant nor its employees assume any liability for compliance information provided by Consultant. Client agrees to indemnify and hold harmless Consultant and any of its employees from any audit, investigation, penalty, claim, or liability arising directly or indirectly out of Client's use of, or reliance upon, the compliance information.

7. Records and Information

Consultant understands and agrees to limit its use and disclosure of protected health information as described the Business Associate Agreement attached in **Exhibit 3**.

8. Fiduciary Responsibility

- a) Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of

Client benefit plans; and (iii) Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity.

- b) Client agrees to promptly notify Consultant of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant's obligations under this Agreement.
- c) Client agrees to submit all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

9. Entire Agreement

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded.

Subsequent amendments to this Agreement shall only be in writing signed by both parties.

IN WITNESS WHEREOF, the Parties have executed Agreement as of the Effective Date.

City of Orange Beach, Alabama

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Title: City Clerk

Cobbs, Allen & Hall, Inc.

By: _____

Name: William H. Hartsfield, Jr.

Title: Executive Vice President

Date:

Exhibit 1

Services

The following services are included

Strategic Planning
▪ Assist in defining and prioritizing strategic health and welfare plan objectives ▪ Development of one, three and five-year goals ▪ Assist in evaluation of administration of benefit programs ▪ Evaluate current vendor relationships and monitor plan performance ▪ Assess carrier/vendor customer service levels ▪ Proactively develop project action timelines ▪ Plan design recommendations ▪ Quarterly review meeting by Cobbs Allen account team ▪ Onsite participation in critical carrier meetings each year ▪ Investigation of alternative funding methods and networks
Financial / Healthcare Analysis
▪ Review and analyze experience claim reports ▪ Assess current funding arrangements for appropriateness and make recommendations as needed ▪ Assist in developing appropriate employee contribution levels ▪ Evaluate current cost of benefits versus effectiveness of plan design ▪ Evaluate stop loss deductibles, limits and plan language ▪ Analyze utilization data and cost containment results of medical management ▪ Develop a financial analysis of actual and projected claims (medical and Rx), TPA administration fees, reinsurance premium, plan liability and funding levels ▪ Provide a monthly dashboard outlining plan costs, claims expenditures and any applicable large claims reimbursements ▪ Identify and monitor potential large claims ▪ Review network utilization
Renewal
▪ Request renewals 180 days in advance of renewal ▪ Analyze and negotiate renewals with vendors ▪ Review vendor renewal methodology, experience data and assumptions for accuracy ▪ Develop and present alternative plan designs and provisions with associated financial impact ▪ Provide renewal analysis and recommended alternatives including financial projections ▪ Coordinate vendor meeting participation
Open Enrollment
▪ Provide guidance on delivering a comprehensive communication strategy ▪ Assist developing / creating the production of employee communications ▪ Coordinate vendor sponsored communication material ▪ Coordinate information and communication campaign between enrollment vendor and employer ▪ CA account team will assist employer with questions regarding benefits

Marketing

- Develop plan specification based on feedback from strategic planning meeting
- Jointly determine list of vendors best suited to meet plan goals and objectives
- Perform pre-marketing evaluation of census data, network service areas and administrative needs
- Evaluate carrier client support services
- Review vendor financial ratings
- Perform analysis and comparison of plan features and costs
- Assist in the scheduling of selected finalist site visits as needed
- Assist in conducting finalist negotiations
- Provide a report with proposed carrier and plan design
- Assist in the notification of all bidders as to the outcome

Account Management Services

- Serve as employer's first point of contact for all issues involving insurance companies / vendors
- Monitor administrative process and assist in the resolution of issues
- Review contracts, certificates and benefit booklets to ensure fees, benefits, rates and eligibility are as agreed to during the renewal/marketing process
- Act as an employer advocate in the resolution of ongoing claims issues
- Assist with billing issues
- Coordinate changes in legal documents (contracts and policies)
- Provide implementation support for carrier / vendor changes

Compliance

- Assist with compliance with Federal Laws and Regulations
- Assistance with required employee communication
- Access to Employment Law attorneys for escalated issues
- Monitoring of laws impacting Employee Benefits and Human Resources such as ERISA, COBRA, HIPAA and IRS Code
- Provide access to periodic webcasts and compliance sessions
- Provide access to self-service compliance information via *Mineral* Portal
- *Compliance Corner* email updates with the latest in compliance and legislative issues

Human Resources

- Provide Human Resource Consulting by Cobbs Allen internal HR management team
- Provide assistance with HR structural, administrative and organizational issues
- Development and delivery of training modules, including Harassment, Supervisor, Drug-Free Workplace, Discipline and Discharge, FMLA, FLSA and other programs as needed
- Access to job description templates
- Salary Center – access to national compensation database
- Employee Handbook Review
- Serve as “outsourced HR helpdesk” for general HR questions
- Employment Policy – Review, revisions and development

Communication
▪ Development of employee engagement strategies ▪ Customized communication materials to aid in educating the workforce ▪ Communication Formats: ▪ Benefits Guides ▪ Benefit Statements ▪ Calendars ▪ Posters ▪ Postcards ▪ Employee Surveys

BTR consulting and investigative services are included.

Actual costs of systems are not included.

Benefit Technology Resources
▪ Review your existing HR technology configuration to ensure compliance with health care reform ▪ Review current HR technologies and workflows to ascertain efficiencies and gaps to maximum existing products ▪ Review current HR technology pricing to ensure competitiveness ▪ Conduct calls with your current technology providers to assist with any processing concerns or problems ▪ Assist with selecting the right HR technology for payroll, time keeping, HRIS, benefits administration, performance management, recruitment/applicant tracking and onboarding ▪ Draft, manage and oversee the RFP selection process for a new provider

Exhibit 2

Cost of Services

Consultant commission and/or fees are based upon time expended by specific individuals as well as the value-added resources that will be utilized by Client. The compensation arrangement begins on the commencement of the agreement and is outlined below:

Description of service or product	Fee or commission
Life and Disability	Commission
Accident and Critical Illness	Commission
Vision	Commission
Medical Plan Consulting	Fee

Billing Terms:

The Client will be billed \$18,750 on a quarterly basis during this Contract Period. Consultant may receive contingency payments, overrides and/or bonuses from carriers that are not expensed to the Client.

Additional programs and services will be provided on a project basis for an additional fee or commission and shall be undertaken upon mutual agreement between Consultant and Client. Consultant reserves the right to pass through any mutually agreed upon reasonable costs related to the printing of any employee communication materials.

Fee Reduction For Failure to Provide Service Standard:

Upon receipt of the quarterly invoice if service standards have not met Client expectations the Client reserves the right to reduce the quarterly fee by an amount not to exceed 20%.

EXHIBIT 3

BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (the “Agreement”), is entered into as of the 1st day of January, 2024 (the “Effective Date”) by and between the City of Orange Beach, an Alabama Class 8 municipality (the “City”), as sponsor of the City of Orange Beach Group Health Plan (the “Plan”), and Cobbs, Allen & Hall, Inc., an Alabama corporation (“Business Associate”). This Agreement supersedes and replaces any prior Business Associate Agreements and related amendments thereto between the Parties.

RECITALS

WHEREAS, City maintains certain health care benefit plans that provide health plan benefits to certain of City’s employees and their eligible dependents, if any;

WHEREAS, Business Associate performs or will perform certain services for the Plan;

WHEREAS, in the course of performing services for the Plan, Business Associate will have access to, create, maintain, and/or otherwise use and/or disclose Protected Health Information (as defined below); and

WHEREAS, the Parties desire to set forth their respective obligations with respect to Protected Health Information (as defined below) pursuant to the Health Insurance Portability and Accountability Act of 1996, as it may be amended from time to time, and the regulations promulgated at 45 C.F.R. Parts 160-164 (collectively, “HIPAA”);

NOW THEREFORE, City and Business Associate agree as follows:

1. Definitions

The following terms have the following meaning when used in this Agreement:

- a) **Breach** means that term as defined in 45 C.F.R. § 164.402.
- b) **Designated Record Set** means that term as defined in 45 C.F.R. § 164.501.
- c) **Electronic Protected Health Information** means Protected Health Information that is transmitted or maintained in electronic media, including, but not limited to, hard drives, disks, on the internet, or on an intranet.
- d) **HHS** means the Department of Health and Human Services.
- e) **Individual** means that term as defined in 45 C.F.R. § 160.103, and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

- f) **Privacy Rule** means the privacy requirements in HIPAA, as set forth in 45 C.F.R. Part 160, and Subparts A and E of 45 C.F.R. Part 164.
- g) **Protected Health Information** means that term as defined in 45 C.F.R. § 160.103, except limited to the information created, received or maintained by Business Associate from or on behalf of the Plan.
- h) **Required by Law** means that term as defined in 45 C.F.R. § 164.103.
- i) **Secretary** means the Secretary of the Department of Health and Human Services or his/her designee.
- j) **Security Incident** means that term as defined in 45 C.F.R. § 164.304.
- k) **Security Rule** means the security requirements set forth in HIPAA, as set forth in 45 C.F.R. Part 160, and Subparts A and C of 45 C.F.R. Part 164.
- l) **Subcontractor** means that term as defined in 45 C.F.R. § 160.103, except limited to any such person or entity that receives, maintains, creates or transmits Protected Health Information for Business Associate.
- m) **Transaction** means that term as defined in 45 C.F.R. § 160.103.
- n) **Unsecured Protected Health Information** means that term as defined in 45 C.F.R. § 164.402.

Any capitalized term not specifically defined herein will have the same meaning as set forth in 45 C.F.R. Parts 160 and 164, where applicable. The terms “use,” “disclose” and “discovery,” or derivations thereof, although not capitalized, shall also have the meanings set forth in HIPAA.

2. **Obligations and Activities of Business Associate**

Business Associate will:

- a. Not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.
- b. Document and use appropriate administrative, technical and physical safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement or in a services agreement entered into between the Parties.

- c. Notify City in writing within five (5) business days of becoming aware of (i) any use or disclosure of Protected Health Information by Business Associate or any Subcontractor that is contrary to this Agreement including, without limitation, any Breach of Unsecured Protected Health Information; or (ii) any Security Incident. If there is a Breach of Unsecured Protected Health Information, Business Associate will:
 - i. Notify City in writing of the Breach without unreasonable delay, and in no event more than five (5) business days after discovery of the Breach, and provide (i) a list of all Individuals affected by the Breach, and (ii) any other available information that the Plan are required to include in notifications to such Individuals pursuant to 45 C.F.R. § 164.404(c). In the event any such information is not available when City is notified of the Breach, Business Associate will provide such information to City as soon as it becomes available;
 - ii. Cooperate with City to notify, at Business Associate's expense: (i) Individuals whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed; (ii) the media, as required pursuant to 45 C.F.R. § 164.406; and (iii) the Secretary, as required by 45 C.F.R. § 164.408(b), if the legal requirements for media or HHS notification are triggered by the circumstances of such Breach, *provided* that Business Associate will not initiate any such notifications without City's express written approval; and
 - iii. Pay all costs involved in fulfilling the notification requirements set forth in this Section 2(c) and/or otherwise applicable to Business Associate or the Plan pursuant to 45 C.F.R. § 164.404, subpart D, whether such costs are incurred initially by Business Associate, any Subcontractor, City or the Plan.
- d. Establish procedures for mitigating, and follow those procedures and so mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate or by any Subcontractor that is contrary to this Agreement.
- e. Ensure that any Subcontractor that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate enters into a written agreement whereby the Subcontractor agrees to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information, in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2).
- f. Provide, in the manner reasonably requested by the Plan and within ten (10) calendar days of receiving a request from the Plan or an Individual, access to

Protected Health Information in a Designated Record Set, to the Plan or, as directed by the Plan, to an Individual, in order for the Plan to fulfill its obligations under 45 C.F.R. § 164.524 to provide access and copies of Protected Health Information to an Individual.

- g. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed by the Plan pursuant to 45 C.F.R. § 164.526, within fifteen (15) calendar days of receiving a request from the Plan or an Individual or take other measures to satisfy the Plan's obligations pursuant to 45 C.F.R. § 164.526.
- h. Maintain and make available to the Plan or, as directed by the Plan, to an Individual, within fifteen (15) calendar days of the Plan's request, the information required for the Plan to satisfy their obligations pursuant to 45 C.F.R. § 164.528 to respond to a request for an accounting of disclosures of Protected Health Information.
- i. Notify the Plan within five (5) business days of receiving, directly from an Individual, a request for (i) access to Protected Health Information pursuant to 45 C.F.R. § 164.524; (ii) amendment to Protected Health Information pursuant to 45 C.F.R. § 164.526; or (iii) an accounting of disclosures of Protected Health Information pursuant to 45 C.F.R. § 164.528.
- j. Comply with the requirements of Subpart E of 45 C.F.R. Part 164 that are applicable to the Plan, if Business Associate is to carry out one or more of the Plan's obligations under Subpart E.
- k. In the event Business Associate transmits or receives a Transaction on behalf of the Plan, Business Associate will comply with all applicable provisions of the HIPAA standards for electronic transactions and code sets (the "*EDI Standards*"). Business Associate will also ensure that any Subcontractor that transmits or receives a Transaction on its behalf does so in accordance with the EDI Standards.
- l. Make its internal practices, books, and records available to the Secretary or the Plan for purposes of a review and assessment of Business Associate's or the Plan's compliance with HIPAA; and notify City within five (5) business days of receiving a request for any such materials directly from HHS.
- m. Not engage in the Sale of Protected Health Information or otherwise receive direct or indirect remuneration in exchange for the Protected Health Information of an Individual, unless Business Associate or the Plan has obtained a valid authorization from the Individual, consistent with the requirements under 45 C.F.R. § 164.508.

3. Permitted Uses and Disclosures by Business Associate

- a. Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, the Plan, provided that such use or disclosure would not violate the Privacy Rule if done by the Plan or the minimum necessary policies and procedures of the Plan, or as otherwise expressly provided in this Section 3.
- b. Business Associate may use Protected Health Information to de-identify the Protected Health Information in accordance with 45 C.F.R. § 164.514(a) – (c); provided, however, that Business Associate may use the de-identified information only if and to the extent expressly permitted in this Section 3.
- c. Business Associate may use or disclose Protected Health Information as Required by Law.
- d. Any use or disclosure of Protected Health Information by Business Associate will be in compliance with the minimum necessary policies and procedures of the Plan, and with the minimum necessary requirements of HIPAA.
- e. Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the Plan, except that Business Associate may do the following:
 - i. Use Protected Health Information for the proper management and administration of Business Associate, or to carry out the legal responsibilities of Business Associate.
 - ii. Disclose Protected Health Information for the proper management and administration of Business Associate, or to carry out the legal responsibilities of Business Associate, provided that the disclosures are Required by Law, or Business Associate obtains reasonable written assurances from the person or entity receiving the information (each a “*Recipient*”) that the information will remain confidential, and be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the Recipient; and the Recipient notifies the Business Associate of any instances of which the Recipient is aware in which the confidentiality of the information has been breached.
 - iii. Use Protected Health Information to provide data aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B) that relate to the Health Care Operations of the Plan.
- f. Business Associate may use Protected Health Information to report violations of law to the appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

- g. Business Associate will not transfer Protected Health Information outside the United States without the prior written consent of the City. In this context, a “transfer” outside the United States occurs if Business Associate's workforce members, agents, or Subcontractors physically located outside the United States are able to access, use, or disclose Protected Health Information.

4. **Obligations of the Plan**

The Plan will:

- a. Notify Business Associate of any limitations in the Plan's Notice of Privacy Practices under 45 C.F.R. § 164.520, to the extent any such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Notify Business Associate of any restriction on the use or disclosure of Protected Health Information that the Plan has agreed to or are required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
- d. Not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by the Plan, except for uses and disclosures of Protected Health Information by Business Associate in accordance with Section 3(e) above.

5. **Term and Termination**

- a. Upon termination of this Agreement for any reason, Business Associate will (and will ensure that its Subcontractors that have had access to Protected Health Information will):
 - i. Retain only the Protected Health Information that is necessary for Business Associate or a Subcontractor to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to the Plan or to the Plan's designee, or upon the Plan's prior written agreement, destroy (and certify in writing to the Plan that it has destroyed) any remaining Protected Health Information that Business Associate or any of its Subcontractors maintain in any form;

- iii. Continue to use appropriate administrative, technical and physical safeguards, and to comply with Subpart C of 45 C.F.R. Part 164, with respect to any Electronic Protected Health Information so as to prevent use or disclosure of the Electronic Protected Health Information other than as specified in this Section 5(c) for as long as Business Associate or any Subcontractor retains the Electronic Protected Health Information;
- iv. Not use or disclose the Protected Health Information retained by Business Associate or by any Subcontractor other than for the purposes for which such Protected Health Information was retained, and subject to all the conditions and limitations set forth in Sections 2 and 3 above that applied prior to termination of the Agreement;
- v. Return to the Plan or, upon the Plan's prior written agreement, destroy (and certify in writing to the Plan that it has destroyed) the Protected Health Information retained by Business Associate or by any Subcontractor as of the date such Protected Health Information is not needed by Business Associate or the Subcontractor for its proper management and administration or to carry out its legal responsibilities.

6. Miscellaneous

- a) **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule, the Security Rule, or to any other regulation promulgated under HIPAA means the section as in effect or as amended.
- b) **Survival.** Sections 2, 3, 5(c) and 6 of this Agreement shall survive the termination of this Agreement.
- c) **Interpretation.** Any ambiguity in this Agreement will be resolved to permit the Plan to comply with the Privacy Rule, Security Rule and other provisions of HIPAA.
- d) **Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, City, the Plan and Business Associate, and their respective successors, assigns, administrators and other legal representatives.
- e) **No Third-Party Beneficiary.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than City, the Plan and Business Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- f) **Independent Contractors.** Nothing contained herein shall be deemed or construed by the Parties or by any third party to create a relationship of employer and employee, principal and agent, or joint venture of the Parties, it being understood and agreed that Business Associate provides services to City and the Plan hereunder as an independent contractor; Business Associate retains full and complete control over its performance under this Agreement; and City and the Plan have no authority to direct or control Business Associate's conduct or activities in connection with this Agreement.
- g) **Governing Law.** The construction, interpretation and performance of this Agreement and all transactions under this Agreement shall be governed and enforced pursuant to the laws

of the State of Alabama, except as such laws are preempted by any provision of federal law, including by ERISA or HIPAA. Any action or proceeding arising out of or relating to this Agreement shall be brought and tried exclusively in a federal or state court of competent jurisdiction located in Jefferson County, Alabama and in no other court or venue.

- h) Indemnification.** Business Associate will, during and after the term of this Agreement, hold City, the Plan, and their respective trustees, officers, directors, employees, agents and affiliates, harmless from, and defend and indemnify each of them against, any and all claims, losses, liabilities, penalties, fines, costs, damages and expenses, including reasonable attorneys' fees and costs, incurred by, imposed upon or asserted against any of them as a result, directly or indirectly, of Business Associate's or any of its Subcontractors', directors', officers', employees' or agents' breach of this Agreement, HIPAA, the Privacy Rule, the Security Rule or the breach notification rule, 45 C.F.R. Part 160 and Subpart D of 45 C.F.R. Part 164.
- i) Severability.** In the event any provision of this Agreement is rendered invalid or unenforceable under any new or existing law or regulation or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect if they reasonably can be given effect.
- j) Notices.** All notices to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed given five (5) business days after being sent by certified mail, return receipt requested, postage prepaid or one (1) business day after being sent by reputable overnight mail delivery to the other Party, at the address set forth below or at such other address as a Party may designate from time to time.

If to the City, notice shall be sent to:

**City Clerk
City of Orange Beach
P.O. Box 458
Orange Beach, AL 36561**

Copy: Ford Handley, Finance Director

If to the Business Associate, notice shall be sent to:

**Cobbs, Allen & Hall, Inc.
115 Office Park Drive
Birmingham, AL 35223
Attention: William H. Hartsfield, Jr.**

- k) Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Plan to comply with the requirements of HIPAA.
- l) Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies thereof shall be deemed to be originals.

IN WITNESS WHEREOF, the Parties have executed this Business Associate Agreement as of the Effective Date.

City of Orange Beach, Alabama

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Title: City Clerk

Cobbs, Allen & Hall, Inc.

By: _____

Name: William H. Hartsfield, Jr.

Title: Executive Vice President

Date: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 2, 2024**

Departments: City Clerk

Description of Topic: Resolution declaring 10 body cameras and mounts owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to the Town of Elberta. (SB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-16-24 24-xxx Donate Surplus Body Cameras Elberta

RESOLUTION NO. 24-xxx

**A RESOLUTION DECLARING 10 BODY CAMERAS AND MOUNTS
OWNED BY THE CITY OF ORANGE BEACH AS SURPLUS AND UNNEEDED
AND AUTHORIZING THE DONATION OF SAID PROPERTY
TO THE TOWN OF ELBERTA**

FINDINGS:

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

DEPARTMENT	ITEM DESCRIPTION	QTY
POLICE	WATCHGUARD BODY CAMERAS AND MOUNTS	10
	1. WFC1-122610 #1288	
	2. WFC1-122631 #1143	
	3. WFC1-122275 #1195	
	4. WFC1-061198 #2087	
	5. WFC1-122604 #1136	
	6. WFN1-000474 #2438	
	7. WFC1-122312 #1289	
	8. WFC1-134089 #2380	
	9. WFC1-122632 #1188	
	10. WFC1-122599 #1186	

2. Section 11-43-56 of the Code of Alabama of 1975 authorizes the municipal governing body to dispose of unneeded personal property.
3. The City of Orange Beach has received a request from the Town of Elberta, Alabama, for assistance.
4. Orange Beach City Council has determined that donating surplus body cameras and mounts to the Town of Elberta serves a public purpose.

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

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

ADOPTED THIS 16th DAY OF JANUARY, 2024.

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. 24-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 16, 2024.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 2, 2024**

Departments: City Clerk

Description of Topic: Resolution establishing fees for the Orange Beach Golf Center.
(FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-16-24 24-xxx Establish Fees Golf Course Revised

RESOLUTION NO. 24-xxx

A RESOLUTION ESTABLISHING FEES FOR THE ORANGE BEACH GOLF CENTER

FINDINGS:

1. The Orange Beach City Council finds it to be in the best interest of the City of Orange Beach to adopt by resolution this schedule of fees for the City of Orange Beach Golf Center.

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

1. That the schedule of fees established by Resolution No. 19-251 is hereby replaced with the following schedule of fees as of February 1, 2024; and
2. That the following fees are hereby established and shall be required to be paid to the City of Orange Beach for the use of the Orange Beach Golf Center:

Annual Golf Membership

Orange Beach Resident	\$250.00 per year
Resident or non-resident 18 years of age and younger	\$50.00 per year
Non-Resident	\$350.00 per year
Three Month Non-Resident	\$250.00
City of Orange Beach Employee and Family	No Charge

Member Fees

Walk the Course	Free
Pull-Cart Rental	\$3.00, plus tax
Electric Cart Rental	\$11.00 (Must be 16 to operate), plus tax

Non-Member Greens Fees

9 Holes (Including Cart)	\$20.00, plus tax
18 Holes (Including Cart)	\$30.00, plus tax
9 Hole (Walking)	\$15.00, plus tax
18 Holes (Walking)	\$25.00, plus tax
Each Additional 9 Holes (Walking or Cart)	\$10.00, plus tax

Annual Cart Plans

Golf Cart, Member	\$250 per year
Pull Cart, Member	\$100 per year

Fundraising Tournament Fee (Regardless of Membership Status)

18 Holes	\$20.00, plus tax
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3. That this resolution shall become effective on February 1, 2024.

ADOPTED THIS 16th DAY OF JANUARY, 2024.

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. 24-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 16, 2024.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 2, 2024**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for Sportsplex Turf Maintenance Services. (FH)

Background/Description: Bid opening scheduled for January 11, 2024.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 2, 2024**

Departments: City Clerk

Description of Topic: Resolution awarding the proposal for a Glamping Concessionaire.
(PW)

Background/Description: Proposals due by January 11, 2024.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 2, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of Three Vehicles for the Coastal Resources Department through State Bid in the amount of \$161,465. (PW/TT)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted 2024 Coastal Resources Capital Equipment

ATTACHMENTS:

1. 01-16-24 24-xxx Authorize Purchase Three Vehicles Coastal Resources State Bid
2. 2023.12.15 Quote - Coastal Resources - Stivers Ford F150
3. 2023.12.15 Quote - Coastal Resources - Stivers Ford F350 Diesel
4. 2023.12.15 Quote - Coastal Resources - Stivers Ford F350

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
THREE VEHICLES FOR THE COASTAL RESOURCES DEPARTMENT
THROUGH STATE BID IN THE AMOUNT OF \$161,465**

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 Three (3) Vehicles for the Coastal Resources Department from Stivers Ford Lincoln, Inc., through Alabama State Bid in a total amount of \$161,465;
2. That the Mayor is hereby authorized to approve payment to Stivers Ford Lincoln, Inc., in the amount of \$47,161.00 for One (1) 2024 Ford F-150 Supercrew 4x4 Pickup Truck;
3. That the Mayor is hereby authorized to approve payment to Stivers Ford Lincoln, Inc., in the amount of \$52,319.00 for One (1) 2024 Ford F-350 Supercrew 4x4 Chassis Cab Truck;
4. That the Mayor is hereby authorized to approve payment to Stivers Ford Lincoln, Inc., in the amount of \$61,985.00 for One (1) 2024 Ford F-350 Supercrew 4x4 Chassis Cab Diesel Truck;
5. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
6. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 16th DAY OF JANUARY, 2024.

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. 24-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 16, 2024.

City Clerk

2024 FORD F150 SUPERCREW 4x4 PICKUP -- STATE CONTRACT T191

CONTRACT NUMBER: MA220000003128-15

CONTRACT AMOUNT: \$42,810

MODEL SERIES W1E

INCLUDES: 2.7L EcoBoost V6 Engine, 10-Spd Auto, 4x4, 145" Wheelbase, 5.5' Bed, Class IV Trailer Hitch w/ 4/7 Pin Connector, Power Windows, Power Door Locks w/ Integrated Key Transmitter Keyless Entry, Power Tailgate Lock, Cruise Control, Black Vinyl Flooring, 17" Silver Steel Wheels, Ford Co-Pilot 360 2.0, 36 Gallon Fuel Tank

EQUIPMENT GROUP OPTIONS

W1L	101A XL Equipment Group (Base Equipment Group on Contract)	\$ 42,810	☒
W1L	103A XL Equipment Group: 17" Silver Aluminum Wheels, Chrome Bumpers, & Fog Lamps	\$ 1,000	☒
W2L	200A STX Equipment Group: 20" Dark Gray Machined Aluminum Wheels, 275/60/20 BSW All Terrain Tires, Rear Privacy Glass, Black & Dark Gray Grill, LED Fog Lamps w/ LED Cornering Lamp, STX Box Side Decal, Front/Rear Body-Color Bumpers, Electronic Rear Window Defroster, Color-Coordinated Carpet Mats	\$ 4,503	☐
W2L	201A STX - FX4 Equipment Group: STX w/ 18" Black Aluminum Wheels, LT265/70R18C All Terrain Tires, E-Locking Rear Axle, Off-Road Tuned Front Shock Absorbers, Monotube Rear Shocks, Hill Descent Control, 6" Black Running Boards, Skid Plates: Fuel Tank, Transfer Case, & Front Diff, Dual Exhaust w/ Black Tips.	\$ 6,487	☐
W3L	301A XLT Equipment Group: 18" Chrome-Like PVD Wheels, 275/65R18 BSW All Terrain Tires, Chrome w/ Body-Color Fascia Front Bumper. Chrome Rear Bumper, Chrome Door & Tailgate Handles, Black Painted Mesh w/ Chrome Center Bar Grill, Chrome Single Tip Exhaust, 6" Chrome Running Boards 8-Way Power Driver's Seat, Dual Zone Automatic Temp Control, SecuriCode Keyless Entry Keypad, 360 Degree Camera, Pro Trailer Backup Assist, & Pro Trailer Hitch Assist	\$ 7,079	☐
W3L	302A XLT Equipment Group: XLT 301A Equipment Plus: Adaptive Cruise Control, Heated Front Seats, Remote Start System w/ Remote Tailgate Release, Intelligent Access w/ Push Button Start, High Intensity LED Security Approach Lamps, LED Sideview Mirror Spotlights, & Power Sliding Rear Window	\$ 9,792	☐

EXTERIOR COLOR OPTIONS:

YZ	Oxford White	☒	HX	Anitmatter Blue	☐	B1	School Bus Yellow (\$660)	☐	
UM	Agate Black	☐	B3	Atlas Blue	☐	AT	Yellow (\$660)	☐	
JS	Iconic Silver	☐	GR	Green (\$660)	☐	E4	Vermillion Red (\$660)	☐	
M7	Carbonized Gray	☐	MB	Orange (\$660)	☐	D4	Rapid Red Tinted (\$495)	☐	XLT Only

INTERIOR OPTIONS:

AS	Vinyl 40/ 20 /40 - Medium Dark Slate Gray	NC	☐
CS	Cloth 40/ 20 /40 - Medium Dark Slate Gray	NC	☒
DB	Unique Sport Cloth 40/Console/40 - Black	(Only Choice for STX 200A)	NC
8B	Unique Sport Cloth 40/Console/40 - Black/Bronze	(Only Choice for STX FX4 201A)	NC
MS	Cloth 40/ 20 /40 - Medium Dark Slate Gray	(XLT Only)	NC
6B	Cloth 40/ 20 /40 - Black	(XLT Only)	NC
US	Cloth 40/Console/40 - Medium Dark Slate Gray	Required To Order 50M Mobile Office (XLT Only)	NC
7B	Cloth 40/Console/40 - Black	Required To Order 50M Mobile Office (XLT Only)	NC

DRIVE TRAIN OPTIONS:

99P	2.7L V6 EcoBoost Engine	NC	☐
X19	3.55 Regular Axle	NC	☐
XL9	3.55 Electronic Locking Axle - STANDARD AXLE ON STX FX4 201A PKG	\$ 470	☐
998	3.5L V6 Ecoboost Engine - REQUIRES 53T TOW/HAUL PKG - 3.5L NOT AVAILABLE W/ STX 200A & 201A	\$ 1,660	☐
XL9	3.55 Electronic Locking Axle	NC	☐
995	5.0L V8 Engine	\$ 1,370	☒
X27	3.31 Regular Axle	NC	☐
XL3	3.31 Electronic Locking Axle	\$ 470	☐
XL6	3.73 Electronic Locking Axle	\$ 570	☐

WHEELBASE OPTION:

157	Wheelbase 157" - 6.5' Bed - ONLY W/ 5.0L ENGINE	\$	952	☒
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OPTIONS:

18B	Black Platform Running Boards - XL	\$	250	☐
67T	Trailer Brake Controller - w/ 2.7L EcoBoost Only	\$	275	☐
53T	Tow Haul Package - Requires 3.55 E-Lock on 3.5L EcoBoost	\$	785	☐
413	Skid Plates - Only Available on XLT & Higher Trim Levels	\$	160	☐
924	Privacy Glass	\$	100	☐
85H	Back-up Alarm	\$	220	☐
91P	Power 8-Way Driver Seat - N/A w/ Code AS Vinyl 40/20/40	\$	350	☐
KEY	2 Extra Keys	\$	600	☐
PI2	Power Invertor	\$	465	☐

STIVERS OPTIONS:

LED	4 Corner LED Strobe Lights	\$	699	☐
WT1	All Weather Rubber Mats	\$	199	☐
TB1	Tool Box - Standard (15")	\$	539	☐
TB2	Tool Box - Deep Well (18")	\$	599	☐
BL6	Bed Liner - Drop In (5-1/2")	\$	315	☐
BL6	Bed Liner - Drop In (6-1/2')	\$	335	☐
SL1	Spray-in Bed Liner (5-1/2" bed)	\$	595	☐
SL2	Spray-in Bed Liner (6-1/2' bed)	\$	635	☒
TN1	Tonneau Cover - Non Folding Hardshell	\$	1,895	☐
TN2	Tonneau Cover - Retractable	\$	1,595	☐
TN3	Tonneau Cover - Tri Fold	\$	1,395	☐
CAM	Camper Shell	\$	2,985	☐
BS	Bed Slide	\$	1,590	☐
BG	Brush Guard w/ Wraps over Headlamps and Winch	\$	2,949	☐
MX1	Liftgate - Maxon		Request	☐

DELIVERY: State Contract Provisions for \$2.00 / mile one-way

\$ 394 ☒

Delivery Address: 4697 Walker Ave

TOTAL VEHICLE (Required) 47,161

Customer: _____

Contact: _____

Phone: _____

Email: _____

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required)

DATE (Required):

PURCHASE ORDER NUMBER: (Required)

QUANTITY

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

2024 FORD F350 SUPER CREW 4x4 CHASSIS CAB - MODEL W3F

CONTRACT NUMBER: 230000003416-23

FORD CAB & CHASSIS CONTRACT

CONTRACT AMOUNT: \$51,035

INCLUDES: XL 630A, Super Cab 4x4, 7.3L V8 Gas Engine, 10 Spd AutoTransmission, Power Windows & Door Locks, Keyless Entry, Cruise Control, Vinyl Flooring, Vinyl 40/20/40 Seat, AM/FM Radio, Bluetooth, Rear View Camera, Trailer Brake Controller.

STATE CONTRACT PRICE (T191)

\$ 51,035

☒

FACTORY OPTIONS

872	Rear Camera Prep Kit	\$	415	☒
512	Spare Tire & Wheel	\$	350	☒
18B	Platform Running Boards	\$	445	☐
66S	Upfitter Switches - (6) Located in Overhead Console	\$	165	☐
67D	250 Amp. Alternator (w/ Upfitter Switches 66S)	\$	85	☐
67H	Heavy-Service Front Suspension Package. Recommended if Installing Heavy Brushguard, Winch, etc....	\$	125	☒
592	Roof Clearance Lights	\$	95	☐
86M	Dual Batteries - Included w/ Diesel Engines, Requires 67B 410 Amp Dual Alternator or Pro Power 43K on Gas	\$	210	☐
43C	120V / 400W Outlet	\$	175	☐
76S	Remote Start	\$	250	☐
52S	Interior Work Surface (Requires 40/20/40 Seat)	\$	140	☐
96V	XL Chrome Package - Includes Boxlink, Chrome Hub Covers, Chrome Front & Rear Step Bumper, Fog Lamps	\$	225	☐

OTHER OPTIONS

WHEEL BASE OPTIONS:

179	179" Wheelbase For Body Installations - 60" Cab to Axle	Included	☒
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DRIVE TRAIN OPTIONS:

99N	7.3L V8 Gas Engine	Standard	☐
X4M	4.30 Electronic Locking Axle (Standard w/ 7.3L Gas Engine)	Standard	☐
99T	6.7L V8 Diesel Engine (State Contract Diesel Option - Contract # 220000003416-24)	\$ 9,301	☒
X3E	3.73 Electronic Locking Axle (Standard w/ 6.7L Diesel Engine)	NC	☐
41H	Heater, Engine Block	\$ 100	☐
TCH	T275/65Rx18E BSW A/S	Standard	☐
TDX	LT275/70Rx18E BSW A/T, 4x4	\$ 265	☒

INTERIOR OPTIONS:

AS	40/20/40 Vinyl Seats - Medium Dark Slate (XL)	XL Standard	☐
LS	40/Console/40 Vinyl Seat - Medium Dark Slate (XL)	\$ 355	☐
1S	40/20/40 Cloth Seats - Medium Dark Slate (XL)	\$ 100	☒
4S	40/Console/40 Cloth Seat - Medium Dark Slate (XL)	\$ 515	☐

COLOR OPTIONS:

Z1	Oxford White	NC	☒
HX	Antimatter Blue	NC	☐
M7	Carbonized Gray	NC	☐
JS	Iconic Silver	NC	☐
UM	Agate Black	NC	☐
PQ	Race Red	NC	☐
LJ	Darkened Bronze	NC	☐

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

STIVERS FORD OPTIONS:

CL1	Reading Service Body Model CL108SW - Classic II Nine (9) Ft Steel Service Body Equipped with Three Compartments on Each Side, Recessed Frame-Mounted Rear Bumper, Powder Coat Finish, Aluminum Dish Around Fuel Cap, Signature Hidden Hinges Designed to Resist Forcible Entry, MasterLock - Steel Slide Bar That Simultaneously Locks All Compartments On One Side, 4/7 Pin Connector, Ford Camera Installed On Rear of Service Body, & Install Receiver Hitch	\$	12,604	☐
LM1	Reading Latch-Matic Remote Locking System - Locks & Unlocks Up To 25 ft Away. 2 Transmitter Fobs	\$	1,327	☐
SM1	Reading SpaceMaker Lids - Provides Top-Opening Compartment w/ Additional 15% Storage Space	\$	1,792	☐
TG1	Liftgate - Maxon Liftgate Installed on Reading Service Body		Request	☐
LR1	Ladder Rack - Over the Cab 8 ft Ladder Rack	\$	1,798	☐
BL1	Bedliner - Spray In Bedliner - Service Body Bed Floor & Bed Walls	\$	895	☐
LED	4 Corner LED Strobe Lights	\$	665	☐
FM1	Heavy Duty Rubber Floor Mats	\$	159	☐
BGW	Brush Guard Bumper w/ Winch	\$	2,839	☐
FB1	Reading & Dakota Flatbed Pricing Available Upon Request		Request	☐

DELIVERY: State Contract Provisions for \$2.00 / mile one-way

Delivery Address: 4697 Walker Ave

\$394

TOTAL VEHICLE (Required)

\$61,985

Customer:

Contact:

Phone:

Email:

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required)

DATE (Required):

PURCHASE ORDER NUMBER: (Required)

QUANTITY (Required)

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

2024 FORD F350 SUPER CREW 4x4 CHASSIS CAB - MODEL W3F

CONTRACT NUMBER: 230000003416-23

FORD CAB & CHASSIS CONTRACT

CONTRACT AMOUNT: \$51,035

INCLUDES: XL 630A, Super Cab 4x4, 7.3L V8 Gas Engine, 10 Spd AutoTransmission, Power Windows & Door Locks, Keyless Entry, Cruise Control, Vinyl Flooring, Vinyl 40/20/40 Seat, AM/FM Radio, Bluetooth, Rear View Camera, Trailer Brake Controller.

STATE CONTRACT PRICE (T191)

\$ 51,035

☒

FACTORY OPTIONS

872	Rear Camera Prep Kit	\$	415	☒
512	Spare Tire & Wheel	\$	350	☒
18B	Platform Running Boards	\$	445	☒
66S	Upfitter Switches - (6) Located in Overhead Console	\$	165	☒
67D	250 Amp. Alternator (w/ Upfitter Switches 66S)	\$	85	☒
67H	Heavy-Service Front Suspension Package. Recommended if Installing Heavy Brushguard, Winch, etc....	\$	125	☒
592	Roof Clearance Lights	\$	95	☒
86M	Dual Batteries - Included w/ Diesel Engines, Requires 67B 410 Amp Dual Alternator or Pro Power 43K on Gas	\$	210	☒
43C	120V / 400W Outlet	\$	175	☒
76S	Remote Start	\$	250	☒
52S	Interior Work Surface (Requires 40/20/40 Seat)	\$	140	☒
96V	XL Chrome Package - Includes Boxlink, Chrome Hub Covers, Chrome Front & Rear Step Bumper, Fog Lamps	\$	225	☒

OTHER OPTIONS

WHEEL BASE OPTIONS:

179	179" Wheelbase For Body Installations - 60" Cab to Axle	Included	☒
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DRIVE TRAIN OPTIONS:

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X4M	4.30 Electronic Locking Axle (Standard w/ 7.3L Gas Engine)	Standard	☒
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STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

STIVERS FORD OPTIONS:

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TG1	Liftgate - Maxon Liftgate Intalled on Reading Service Body		Request	☐
LR1	Ladder Rack - Over the Cab 8 ft Ladder Rack	\$	1,798	☐
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FM1	Heavy Duty Rubber Floor Mats	\$	159	☐
BGW	Brush Guard Bumper w/ Winch	\$	2,839	☐
FB1	Reading & Dakota Flatbed Pricing Available Upon Request		Request	☐

DELIVERY: State Contract Provisions for \$2.00 / mile one-way

Delivery Address: 4697 Walker Ave

\$394 ☒

TOTAL VEHICLE (Required)

\$52,319

Customer:

Contact:

Phone:

Email:

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required)

DATE (Required):

PURCHASE ORDER NUMBER: (Required)

QUANTITY (Required)



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 2, 2024**

Departments: City Clerk

Description of Topic: Ordinance amending Section 62-1 of the City Code to raise the gross annual income qualifying for municipal exemption from \$25,000 to \$27,500. (FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2024-xxxx Amd Sec 62-1 Municipal Exemption Garbage Sewer

ORDINANCE NO. 2024-xxxx

**AN ORDINANCE AMENDING SECTION 62-1 OF THE
CODE OF ORDINANCES FOR THE CITY OF ORANGE BEACH, ALABAMA
TO RAISE THE GROSS ANNUAL INCOME QUALIFYING FOR MUNICIPAL EXEMPTION**

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

1. That Subsection (b) of Section 62-1 of the Code of Ordinances for the City of Orange Beach is hereby amended to read as follows:

Sec. 62-1. - Municipal exemption.

- (b) Any household whose permanent Orange Beach residents, which shall be defined as living at least nine months of the year on the premises for which the exemption is requested and all residents are registered to vote in Orange Beach, have an aggregate gross annual income from all sources, whether taxable or not, of \$27,500.00 or less shall be granted an exemption from the payment of any monthly service fees for garbage and sewer required under any other ordinance of the city, provided the household seeking to claim the exemption shall present proof of income of each resident of said household to the finance director. The exemption shall apply so long as the household's income is \$27,500.00 or less and said exemption must be requested each year in which the exemption is desired. Any person who knowingly provides false or misleading information in order to obtain an exemption shall have their request summarily denied and may not reapply until the end of the next calendar year.
2. All ordinances, resolutions or parts in conflict with this ordinance, to the extent of such conflict, are repealed.
3. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 16th DAY OF JANUARY, 2024.

Renee Eberly
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies
that the foregoing **ORDINANCE 2024-xxxx**
was posted on _____ in the following three

(3) public places:

Orange Beach City Hall _____

Orange Beach Post Office _____

Orange Beach Public Library _____

Renee Eberly, City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 2, 2024**

Departments: City Attorney

Description of Topic: Ordinance amending Chapter 42, Article VI, Section 42-507 of the Code of Ordinances for the City of Orange Beach, Alabama, entitled, "Calculation and collection of impact fees; exceptions." (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2024-xxxx Amd Ch 42 Art VI Sec 42-507 Calculation and Collection Impact Fees Exceptions

ORDINANCE NO. 2024-xxxx

**AN ORDINANCE AMENDING CHAPTER 42, ARTICLE VI, SECTION 42-507
OF THE CODE OF ORDINANCES FOR THE CITY OF ORANGE BEACH, ALABAMA
ENTITLED, “CALCULATION AND COLLECTION OF IMPACT FEES; EXCEPTIONS”**

WHEREAS:

1. On September 25, 2006, Orange Beach City Council adopted Ordinance No. 2006-986 codified as Section 42-507 entitled, “Calculation and collection of impact fees; exceptions.”
2. The payment of impact fees in excess of \$10,000.00 prior to receipt of a building permit requires early loan advances for builders.
3. The deferral of impact fees in excess of \$10,000.00 promotes development in the City of Orange Beach.
4. The City Council of the City of Orange Beach has determined that these amendments are in the best interest of the City of Orange Beach and its citizens.

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

1. That Chapter 42, Article VI, Section 42-507 of the Code of Ordinances for the City of Orange Beach is hereby amended to read as follows:

Sec. 42-507. - Calculation and collection of impact fees; exceptions.

- (a) Impact fees may be imposed only on new development and only against a particular new development in reasonable proportion to the demand for additional capacity in public facilities that can be reasonably attributed to the new development.
- (b) The owners, residents, and tenants of a property that was assessed an impact fee and paid it in full shall have the right to make reasonable use of all facilities that were financed by the impact fee; provided, however, impact fee shall not exceed one percent of the fair market value of each service unit.
- (c) Impact fees shall be calculated and collected by the community development department prior to the issuance of a Building Permit for new development, and in accordance with the impact fee schedule then in effect. Notwithstanding the foregoing, amounts due in excess of ten thousand dollars (\$10,000.00) may be deferred to a future date upon written request. In the event of deferral, building permits may issue upon the initial payment of \$10,000.00 and execution of an acknowledgement of future payment terms. In no event shall a Certificate of Occupancy issue until all impact fees are paid in full.
- (d) All impact fees shall be paid in cash unless the city accepts an in-kind contribution of public infrastructure as allowed by section 42-512 of this Code.
- (e) Impact fees shall be reviewed annually based upon the city’s costs to provide the public facilities established in the city’s comprehensive land use and five year capital improvement plan.
- (f) An impact fee:
 - (1) Is both a personal liability of the owners of property that is the subject of new development and a lien upon the property;
 - (2) May be levied only once on a service unit;

- (3) Up to \$10,000.00 shall be paid in full before a building permit may issue for a new development;
 - (4) Shall be paid in full prior to issuance of a Certificate of Occupancy for a new development.
 - (g) Impact fees shall not be assessed against planned unit developments (PUDs) that were approved prior to the date of this article where (a) the approval of the development was conditioned upon the completion of certain public benefits and (b) the promised benefits are paid or provided prior to the issuance of a building permit.
 - (h) PUD amendments approved after the date of this article shall be subject to impact fees in accordance with the adopted fee schedule.
 - (i) Impact fees are not refundable unless required by section 42-512 of this Code; provided, however, that refunds may be allowed if no construction occurs and the building permit is voided. A processing fee of five hundred dollars (\$500.00) shall be withheld from any refund allowed pursuant to this section.
2. All ordinances, resolutions or parts in conflict with this ordinance, to the extent of such conflict, are repealed; and
3. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 16th DAY OF JANUARY, 2024.

Renee Eberly
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies
that the foregoing **ORDINANCE 2024-xxxx**
was posted on _____ in the following three

(3) public places:

Orange Beach City Hall _____

Orange Beach Post Office _____

Orange Beach Public Library _____

Renee Eberly, City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 2, 2024**

Departments: City Attorney

Description of Topic: Ordinance amending Chapter 74, Article II, Division 2, Section 74-34 of the Code of Ordinances for the City of Orange Beach, Alabama, entitled, "Certificate of accessibility to public sewer required; administration." (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2024-xxxx Amd Ch 74 Art II Div 2 Sec 74-34 Certificate of Accessibility to Public Sewer Administration

ORDINANCE NO. 2024-xxxx

**AN ORDINANCE AMENDING CHAPTER 74, ARTICLE II, DIVISION 2, SECTION 74-34
OF THE CODE OF ORDINANCES FOR THE CITY OF ORANGE BEACH, ALABAMA
ENTITLED, “CERTIFICATE OF ACCESSIBILITY TO PUBLIC SEWER REQUIRED;
ADMINISTRATION”**

WHEREAS:

1. On August 21, 2012, Orange Beach City Council adopted Ordinance No. 2012-1153 codified as Section 74-34 entitled, “Certificate of accessibility to public sewer required; administration.”
2. The payment of sewer fees in excess of \$10,000.00 prior to receipt of a building permit creates a hardship requiring early loan advances for builders.
3. The deferral of sewer fees in excess of \$10,000.00 would promote development in the City of Orange Beach.
4. The City Council of the City of Orange Beach has determined that these amendments are in the best interest of the City of Orange Beach and its citizens.

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

1. That Chapter 74, Article II, Division 2, Section 74-34 of the Code of Ordinances for the City of Orange Beach is hereby amended to read as follows:

Sec. 74-34. - Certificate of accessibility to public sewer required; administration.

- (a) As a condition precedent to the issuance of any new building permit or new business license for property within the corporate limits or police jurisdiction, the applicant shall obtain and present a certificate certifying whether the lot or parcel on which the proposed construction or business will be situated is a property accessible to a public sanitary sewer and if the sewer is or will be available in accordance with this article.
 - (b) As a condition precedent to the issuance of a new building permit, the applicant must also present the required number of certificates of use (sewer taps) indicating all fees and costs are paid in full. For developments incurring initial fees in excess of \$10,000.00, payment of said excess may be deferred upon written request of applicant and approval of the City Finance Department. However, no certificate of occupancy either residential or commercial shall issue prior to payment in full of all fees due to the City.
 - (c) If a business license is requested, the applicant shall present to the business license division of the finance department a certificate or letter from the sewer division that all fees and costs are paid in full or up to date.
 - (d) In issuing any such certificate of accessibility, the utilities director shall rely on the anticipated certificate of occupancy date certified by the applicant. In this event, the utilities director certifies such lot or parcel as a property accessible to a public sanitary sewer, based on the intention to extend a public sanitary sewer to a point contiguous with the property line of such lot or parcel on or before the anticipated certificate of occupancy date of issuance.
2. All ordinances, resolutions or parts in conflict with this ordinance, to the extent of such conflict, are repealed; and
 3. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 16th DAY OF JANUARY, 2024.

Renee Eberly
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies
that the foregoing **ORDINANCE 2024-xxxx**
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Orange Beach City Hall _____

Orange Beach Post Office _____

Orange Beach Public Library _____

Renee Eberly, City Clerk