



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

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

REGULAR CITY COUNCIL MEETING AGENDA

- I. Call to Order
- II. Invocation
- III. Pledge of Allegiance
- IV. Roll Call
- V. Consideration of Agenda
- VI. Consideration of Previous Minutes
 - 1. Regular Council Meeting 12/13/2023
 - 2. Committee of the Whole 12/13/2023
- VII. Reports of Officers/Committees
- VIII. Auditing of Accounts
 - 1. Vendor Checks
- IX. Presentation(s)
- X. Recognitions
- XI. Unfinished Business
 - Miscellaneous
 - Resolutions
 - Ordinances
- XII. 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 \$3,264,594.
2. Resolution authorizing the execution of a professional services agreement with Cobbs, Allen & Hall, Incorporated, for insurance and HR consulting.
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.
4. Resolution establishing fees for the Orange Beach Golf Center.
5. Resolution to reject bids for Five Vehicles for the Public Works Department.
6. Resolution awarding the bid for Sportsplex Turf Maintenance Services.
7. Resolution awarding the proposal for a Glamping Concessionaire.
8. Resolution authorizing the purchase of Three Vehicles for the Coastal Resources Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$161,465.
9. Resolution authorizing the purchase of Two Ambulances for the Fire Department through the Houston-Galveston Area Council Purchasing Cooperative from Southern Emergency Consultants, LLC, in the amount of \$997,000.
10. Resolution authorizing the purchase of a SCBA Refill System for the Fire Department through the NPPGov purchasing cooperative from Sunbelt Fire Inc. in the amount of \$89,982.80.
11. Resolution authorizing the purchase of Radio Equipment for the Fire Department through State Bid from Motorola Solutions, Inc., in the amount of \$33,107.84.
12. Resolution authorizing the purchase of a Vehicle for the Sportsplex through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$44,905.
13. Resolution authorizing the purchase of Two Vehicles for the Utilities Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$125,591.
14. Resolution authorizing execution of a professional services agreement with Van Scoyoc Associates, Inc., for consulting services.
15. Resolution authorizing execution of a professional services agreement with Adams and Reese, LLP, for federal and state governmental relations and consulting services.
16. Resolution declaring dumbbells owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to the Orange Beach Board of Education.

Public Hearings

1. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1203-PUD-23, Turquoise Place North PUD.

Ordinances

1. First Reading - Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1203-PUD-23, Turquoise Place North PUD.
2. First Reading - 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.
3. First Reading - 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."
4. First Reading - 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."

XIII. Public Comments

XIV. 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

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 1/17/2024 to 1/17/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Check Run: 6558					
*****	01/17/2024	7001 AGROMAX, LLC	Check	No	994.40
	Purchase Order #:	0	Voucher #: 140017	Invoice #: 22548	994.40
	Invoice Description:	TOPDRESSING			
	001-210-516	SUPPLIES/OPERATING	Accrual		994.40
*****	01/17/2024	8216 AL ASSOC OF REGULATORY BOARDS	Check	No	1,950.00
	Purchase Order #:	0	Voucher #: 140018	Invoice #: CIT 2024-23	1,950.00
	Invoice Description:	REG 6 CIT CONF			
	001-100-630	TRAINING/TRAVEL			1,950.00
*****	01/17/2024	132 AL CRIME VICTIMS COMP COM	Check	No	528.00
	Purchase Order #:	0	Voucher #: 140005	Invoice #: 240104	528.00
	Invoice Description:	DEC 2023			
	001-000-128	DUE COST FOR OTH AGENCIES			528.00
*****	01/17/2024	6550 AL INTERLOCK INDIGENT FUND	Check	No	159.00
	Purchase Order #:	0	Voucher #: 140006	Invoice #: 240104	159.00
	Invoice Description:	DEC 2023			
	001-000-128	DUE COST FOR OTH AGENCIES			159.00
*****	01/17/2024	144 AL OFFICERS ANNTY & BENEF	Check	No	599.00
	Purchase Order #:	0	Voucher #: 140007	Invoice #: 240104	599.00
	Invoice Description:	DEC 2023			
	001-000-128	DUE COST FOR OTH AGENCIES			599.00
*****	01/17/2024	7828 AMAZON CAPITAL SERVICES, INC	Check	No	91.40
	Purchase Order #:	0	Voucher #: 140019	Invoice #: 1C17-KT6F-4WDL	26.82
	Invoice Description:	FLOOR CORD COVERS			
	001-100-516	SUPPLIES/OPERATING			26.82
	Purchase Order #:	0	Voucher #: 140020	Invoice #: 1V19-6J7K-Y6TQ	40.77
	Invoice Description:	PIPE SHLVNG/ FRZR BAGS			
	430-682-516	SUPPLIES/OPERATING			40.77
	Purchase Order #:	0	Voucher #: 140021	Invoice #: 1X9Q-RX1T-6WQ6	23.81
	Invoice Description:	AA BATTERIES			
	430-682-516	SUPPLIES/OPERATING			23.81
*****	01/17/2024	7007 AT WORK UNIFORMS	Check	No	1,563.34
	Purchase Order #:	0	Voucher #: 140022	Invoice #: 107724	1,563.34
	Invoice Description:	SHIRTS/ SHORTS/ JEANS			
	404-677-540	UNIFORMS	Accrual		1,563.34
*****	01/17/2024	3834 BALDWIN CTY DA SOLICITORS FUND	Check	No	3,206.73
	Purchase Order #:	0	Voucher #: 140008	Invoice #: 240104	3,206.73
	Invoice Description:	DEC 2023			
	001-000-128	DUE COST FOR OTH AGENCIES			3,206.73
*****	01/17/2024	215 BALDWIN CTY JUVENILE DETN	Check	No	1,963.00
	Purchase Order #:	0	Voucher #: 140009	Invoice #: 240104	1,963.00
	Invoice Description:	DEC 2023			
	001-000-128	DUE COST FOR OTH AGENCIES			1,963.00
*****	01/17/2024	241 BALDWIN CTY TREASURY	Check	No	195.00
	Purchase Order #:	0	Voucher #: 140010	Invoice #: 240104	195.00
	Invoice Description:	DEC 2023			
	001-000-128	DUE COST FOR OTH AGENCIES			195.00

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City Of Orange Beach

FY 2024

Check Register for 1/17/2024 to 1/17/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	01/17/2024	223 BSN SPORTS LLC	Check	No	65.87
	Purchase Order #: 0	Voucher #: 140023	Invoice #: 924386965		65.87
	Invoice Description: BSKTBLL JERSEYS				
	001-301-516	SUPPLIES/OPERATING			65.87
*****	01/17/2024	7278 CINTAS CORPORATION NO. 2	Check	No	35.54
	Purchase Order #: 0	Voucher #: 140024	Invoice #: 4178957231		35.54
	Invoice Description: WEEKLY SERVICE				
	430-682-612	PROFESSIONAL FEES			35.54
*****	01/17/2024	5957 CIRCUIT CLK JUDICIAL ADMIN FUN	Check	No	321.79
	Purchase Order #: 0	Voucher #: 140011	Invoice #: 240104		321.79
	Invoice Description: DEC 2023				
	001-000-128	DUE COST FOR OTH AGENCIES			321.79
*****	01/17/2024	5956 CIRCUIT JDG JUDICIAL ADMIN FUN	Check	No	322.79
	Purchase Order #: 0	Voucher #: 140012	Invoice #: 240104		322.79
	Invoice Description: DEC 2023				
	001-000-128	DUE COST FOR OTH AGENCIES			322.79
*****	01/17/2024	5662 CITIZENSHIP TRUST FUND	Check	No	114.00
	Purchase Order #: 0	Voucher #: 140013	Invoice #: 240104		114.00
	Invoice Description: DEC 2023				
	001-000-128	DUE COST FOR OTH AGENCIES			114.00
*****	01/17/2024	390 COMPTROLLER STATE OF AL	Check	No	10,239.02
	Purchase Order #: 0	Voucher #: 140014	Invoice #: 240104		10,239.02
	Invoice Description: DEC 2023				
	001-000-128	DUE COST FOR OTH AGENCIES			10,239.02
*****	01/17/2024	6281 DESIGN PRINT PROMOTE, LLC	Check	No	40.00
	Purchase Order #: 0	Voucher #: 140025	Invoice #: 0331		40.00
	Invoice Description: TABLECLOTHS				
	430-682-516	SUPPLIES/OPERATING			40.00
*****	01/17/2024	8361 DUNCAN ASSOCIATES	Check	No	4,769.00
	Purchase Order #: 0	Voucher #: 140026	Invoice #: 4004		4,769.00
	Invoice Description: IMPACT FEE REVIEW				
	001-030-612	PROFESSIONAL FEES			4,769.00
*****	01/17/2024	3612 FIRST CALL	Check	No	23.35
	Purchase Order #: 0	Voucher #: 140027	Invoice #: 1133-206382		6.57
	Invoice Description: #857 TURN SGNL BULB				
	001-200-622	RPR/MAINT VEHICLES			6.57
	Purchase Order #: 0	Voucher #: 140028	Invoice #: 1133-206383		16.78
	Invoice Description: #902 WIPER BLADES				
	404-677-622	RPR/MAINT VEHICLES			16.78
*****	01/17/2024	6493 FRANCEZ, BARBARA JENKINS	Check	No	90.00
	Purchase Order #: 0	Voucher #: 140062	Invoice #: 240105		90.00
	Invoice Description: CARDIO DANCE				
	001-325-612	PROFESSIONAL FEES			90.00
*****	01/17/2024	723 G N G PLUMBING	Check	No	264.75
	Purchase Order #: 0	Voucher #: 140029	Invoice #: I-35995-1		244.75
	Invoice Description: CONC STG BLDG GRNDR CLN				
	001-301-620	RPR/MAINT GROUNDS			244.75

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FY 2024

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 140030	Invoice #: 321823		20.00
Invoice Description:	KEYS				
001-301-516	SUPPLIES/OPERATING				20.00
*****	01/17/2024	778 GULF SHORES AUTO SUPPLY	Check	No	324.97
Purchase Order #:	0	Voucher #: 140031	Invoice #: 067355		52.20
Invoice Description:	DISC \$1.07 #768 OIL/ FLTR				
001-200-622	RPR/MAINT VEHICLES		Accrual		4.26
001-200-510	GAS/OIL		Accrual		47.94
Purchase Order #:	0	Voucher #: 140032	Invoice #: 067356		60.03
Invoice Description:	DISC \$1.23 #704 OIL/ FLTR				
001-200-622	RPR/MAINT VEHICLES		Accrual		5.33
001-200-510	GAS/OIL		Accrual		54.70
Purchase Order #:	0	Voucher #: 140033	Invoice #: 067357		92.68
Invoice Description:	DISC \$1.89 #710 OIL/ FLTR/ AIR FLTR				
001-200-510	GAS/OIL		Accrual		71.91
001-200-622	RPR/MAINT VEHICLES		Accrual		20.77
Purchase Order #:	0	Voucher #: 140034	Invoice #: 067495		52.20
Invoice Description:	DISC \$1.07 #857 OIL/ FLTR				
001-200-510	GAS/OIL				46.87
001-200-622	RPR/MAINT VEHICLES				5.33
Purchase Order #:	0	Voucher #: 140035	Invoice #: 067496		67.86
Invoice Description:	DISC \$1.39 #867 OIL/ FLTR				
001-210-622	RPR/MAINT VEHICLES				5.33
001-210-510	GAS/OIL				62.53
*****	01/17/2024	6551 HIGHWAY TRAFFIC SAFETY FUND	Check	No	240.00
Purchase Order #:	0	Voucher #: 140015	Invoice #: 240104		240.00
Invoice Description:	DEC 2023				
001-000-128	DUE COST FOR OTH AGENCIES				240.00
*****	01/17/2024	7822 ICE PLANT, INC.	Check	No	270.00
Purchase Order #:	0	Voucher #: 140036	Invoice #: 33-3452699		135.00
Invoice Description:	ICE				
001-200-516	SUPPLIES/OPERATING		Accrual		135.00
Purchase Order #:	0	Voucher #: 140037	Invoice #: 33-4496474		135.00
Invoice Description:	ICE				
001-200-516	SUPPLIES/OPERATING				135.00
*****	01/17/2024	230 IMPERIAL DADE	Check	No	178.25
Purchase Order #:	0	Voucher #: 140038	Invoice #: 15487104		178.25
Invoice Description:	P-TWLS/ CAN LNRS/ BLCH				
001-030-513	SUPPLIES/JANITORIAL				178.25
*****	01/17/2024	6916 KONE INC	Check	No	285.00
Purchase Order #:	0	Voucher #: 140039	Invoice #: 871252404		285.00
Invoice Description:	01/01-01/31/24 ELVTR MAINT				
430-682-612	PROFESSIONAL FEES				285.00
*****	01/17/2024	5305 LAZZARI TRUCK REPAIR, INC.	Check	No	2,882.19
Purchase Order #:	0	Voucher #: 140040	Invoice #: W39564		1,586.70
Invoice Description:	#901 REPAIR				
001-200-622	RPR/MAINT VEHICLES		Accrual		1,586.70
Purchase Order #:	0	Voucher #: 140041	Invoice #: W39571		488.36
Invoice Description:	#745 REPAIR				
001-200-622	RPR/MAINT VEHICLES		Accrual		488.36

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 1/17/2024 to 1/17/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 140042	Invoice #: W39735		807.13
Invoice Description:	#703 REPAIR				
001-200-622	RPR/MAINT VEHICLES		Accrual		807.13
*****	01/17/2024	1259 LOWE'S COMPANIES, INC	Check	No	33.24
Purchase Order #:	0	Voucher #: 140043	Invoice #: 13209		33.24
Invoice Description:	HVY DUTY STG TOTE				
001-100-516	SUPPLIES/OPERATING				33.24
*****	01/17/2024	8057 MCCAGHREN, LAUREN CANTRELL	Check	No	90.00
Purchase Order #:	0	Voucher #: 140063	Invoice #: 240105		90.00
Invoice Description:	CRDO DNC/ DNC PRTY				
001-325-612	PROFESSIONAL FEES				90.00
*****	01/17/2024	425 MICHAEL A DASINGER III	Check	No	3,333.33
Purchase Order #:	0	Voucher #: 140044	Invoice #: 231205		3,333.33
Invoice Description:	DEC 2023				
001-010-612	PROFESSIONAL FEES		Accrual		3,333.33
*****	01/17/2024	7132 MURPHY, MICHELLE	Check	No	40.00
Purchase Order #:	0	Voucher #: 140064	Invoice #: 240105		40.00
Invoice Description:	ZUMBA				
001-325-612	PROFESSIONAL FEES				40.00
*****	01/17/2024	5818 MURRAY, DIANE	Check	No	702.00
Purchase Order #:	0	Voucher #: 140045	Invoice #: 240104		702.00
Invoice Description:	WTRCLR CLSS 1.04.24				
430-682-612	PROFESSIONAL FEES				702.00
*****	01/17/2024	7860 NIX, LISA RILEY	Check	No	30.00
Purchase Order #:	0	Voucher #: 140065	Invoice #: 240105		30.00
Invoice Description:	STRNGTH/ CRDO HIIT				
001-325-612	PROFESSIONAL FEES				30.00
*****	01/17/2024	6382 PARIS ACE HARDWARE	Check	No	407.60
Purchase Order #:	0	Voucher #: 140046	Invoice #: 35307906		252.93
Invoice Description:	20V BTRY PKS/ BLL MT/ HTCH PIN-CLP				
001-301-516	SUPPLIES/OPERATING				252.93
Purchase Order #:	0	Voucher #: 140047	Invoice #: 35307971		90.52
Invoice Description:	BATTERY CHRGR				
001-100-622	RPR/MAINT VEHICLES				90.52
Purchase Order #:	0	Voucher #: 140048	Invoice #: 35308498		36.99
Invoice Description:	MOP KIT				
001-301-516	SUPPLIES/OPERATING				36.99
Purchase Order #:	0	Voucher #: 140049	Invoice #: 35308514		27.16
Invoice Description:	KEYS/ KEY RINGS				
001-303-516	SUPPLIES/OPERATING				27.16
*****	01/17/2024	6074 PRINTING PROS	Check	No	710.58
Purchase Order #:	0	Voucher #: 140050	Invoice #: 11554		380.58
Invoice Description:	SCOREBOARD SIGNAGE				
001-301-618	RPR/MAINT EQUIPMENT				380.58
Purchase Order #:	0	Voucher #: 140051	Invoice #: 11579		330.00
Invoice Description:	PAYMENT PLAN BOOKS				
001-010-516	SUPPLIES/OPERATING				330.00
*****	01/17/2024	6543 SIMS, JANE	Check	No	150.00

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 1/17/2024 to 1/17/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 140066	Invoice #: 240105		150.00
Invoice Description:	PIYO/ P90X				
001-325-612	PROFESSIONAL FEES				150.00
*****	01/17/2024	6565 UNITI FIBER	Check	No	1,809.00
Purchase Order #:	0	Voucher #: 140052	Invoice #: 435456		1,809.00
Invoice Description:	ACCT 1566390 CDD INTERNET				
001-030-635	UTILITIES				1,809.00
*****	01/17/2024	5955 STATE JUDICIAL ADMIN FUND	Check	No	1,288.42
Purchase Order #:	0	Voucher #: 140016	Invoice #: 240104		1,288.42
Invoice Description:	DEC 2023				
001-000-128	DUE COST FOR OTH AGENCIES				1,288.42
*****	01/17/2024	3492 SYSCO GULF COAST INC	Check	No	559.66
Purchase Order #:	0	Voucher #: 140053	Invoice #: 374510065 5		681.11
Invoice Description:	BUNS/ TORT CHPS/ BF FNKS/ CRMR				
001-301-516	SUPPLIES/OPERATING				681.11
Purchase Order #:	0	Voucher #: 140054	Invoice #: 274774369 4		-121.45
Invoice Description:	CRDT- TORT CHIPS				
001-300-516	SUPPLIES/OPERATING		Accrual		-121.45
*****	01/17/2024	8027 TAYLOR, JILL	Check	No	90.00
Purchase Order #:	0	Voucher #: 140067	Invoice #: 240105		90.00
Invoice Description:	YOGA				
001-325-612	PROFESSIONAL FEES				90.00
*****	01/17/2024	5068 ULINE SHIPPING SUPPLY	Check	No	1,590.61
Purchase Order #:	0	Voucher #: 140055	Invoice #: 172294143		1,590.61
Invoice Description:	ADD'L PLLT RK BEAMS/ WR DCKNG				
001-200-616	RPR/MAINT PLANT/BLDGS		Accrual		1,590.61
*****	01/17/2024	1299 VCA ANIMAL HOSPITALS, INC	Check	No	84.99
Purchase Order #:	0	Voucher #: 140056	Invoice #: 940604064		84.99
Invoice Description:	SCOUT FOOD				
001-100-612	PROFESSIONAL FEES				84.99
*****	01/17/2024	6602 VERIZON CONNECT FLEET USA, LLC	Check	No	109.60
Purchase Order #:	0	Voucher #: 140057	Invoice #: 612000052874		109.60
Invoice Description:	DEC 23 TRACKING MIFI				
404-677-612	PROFESSIONAL FEES				109.60
*****	01/17/2024	6673 WATKINS, CARMEN W	Check	No	120.00
Purchase Order #:	0	Voucher #: 140068	Invoice #: 240105		120.00
Invoice Description:	YOGA/ BLNC,COR,FLEX				
001-325-612	PROFESSIONAL FEES				120.00
*****	01/17/2024	5950 WILLIAMS SCOTSMAN, INC	Check	No	627.20
Purchase Order #:	0	Voucher #: 140058	Invoice #: 9019827450		137.08
Invoice Description:	1/01-1/31/24 STG CNTNR RENT				
001-301-614	RENTALS				137.08
Purchase Order #:	0	Voucher #: 140059	Invoice #: 9019827451		137.08
Invoice Description:	1/01-1/31/24 STG CNTNR RENT				
001-301-614	RENTALS				137.08
Purchase Order #:	0	Voucher #: 140060	Invoice #: 9019827453		176.52
Invoice Description:	1/01-1/31/24 STG CNTNR RENT				
001-301-614	RENTALS				176.52

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 1/17/2024 to 1/17/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
	Purchase Order #: 0	Voucher #: 140061	Invoice #: 9019827454		176.52
	Invoice Description: 1/01-1/31/24 STG CNTNR RENT				
	001-301-614 RENTALS				176.52
Check Run 6558 Check Total					\$43,492.62
Check Run 6558 Update Only					\$0.00
Check Run 6558 Total					\$43,492.62
Check Run: 6561					
*	***** 01/17/2024	219 BANK OF NEW YORK	Check	No	421,156.84
	Purchase Order #: 0	Voucher #: 140071	Invoice #: 2021-36		253,900.00
	Invoice Description: GO WARRANTS 2012				
	001-000-805 TRANSFER TO DEBT SVS FUND				253,900.00
	Purchase Order #: 0	Voucher #: 140072	Invoice #: 37		167,256.84
	Invoice Description: GO WARRANTS 2012				
	403-000-124 INTRA FUND TRANSFER				167,256.84
	***** 01/17/2024	1230 LIBRARY BOARD	Check	No	62,497.83
	Purchase Order #: 0	Voucher #: 140073	Invoice #: 2024-02		62,497.83
	Invoice Description: FEB 2024				
	001-000-911 LIBRARY AID				62,497.83
	***** 01/17/2024	5676 PHOENIX WEST OWNER'S ASSOC	Check	No	143.48
	Purchase Order #: 0	Voucher #: 140074	Invoice #: 2024-01		143.48
	Invoice Description: JAN 2024				
	001-175-605 COMMUNICATIONS				143.48
Check Run 6561 Check Total					\$483,798.15
Check Run 6561 Update Only					\$0.00
Check Run 6561 Total					\$483,798.15
Check Run: 6562					
	***** 01/17/2024	5892 BLEVINS, JR., RICHARD D	Check	No	160.00
	Purchase Order #: 0	Voucher #: 140075	Invoice #: 1-6		160.00
	Invoice Description: 01/06/24 FL FTBL REF				
	001-301-612 PROFESSIONAL FEES				160.00
	***** 01/17/2024	7908 DALE, DAVID J.	Check	No	180.00
	Purchase Order #: 0	Voucher #: 140076	Invoice #: 1-10		180.00
	Invoice Description: 01/06/24 FL FTBL REF				
	001-301-612 PROFESSIONAL FEES				180.00
	***** 01/17/2024	7946 HAMMAC, ISAIAH CHRISTOPHER	Check	No	85.00
	Purchase Order #: 0	Voucher #: 140077	Invoice #: 1-13		85.00
	Invoice Description: 01/06/24 FL FTBL REF				
	001-301-612 PROFESSIONAL FEES				85.00
	***** 01/17/2024	7906 HAMM, DARRILL L.	Check	No	175.00
	Purchase Order #: 0	Voucher #: 140078	Invoice #: 1-8		175.00
	Invoice Description: 01/06/24 FL FTBL REF				
	001-301-612 PROFESSIONAL FEES				175.00
	***** 01/17/2024	7921 HOYLE, CHASE	Check	No	180.00
	Purchase Order #: 0	Voucher #: 140079	Invoice #: 1-12		180.00
	Invoice Description: 01/06/24 FL FTBL REF				

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Page 6 of 9

ap-check-register

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 1/17/2024 to 1/17/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
	001-301-612	PROFESSIONAL FEES			180.00
*****	01/17/2024	8427 KIRK, JARED	Check	No	85.00
	Purchase Order #: 0	Voucher #: 140080	Invoice #: 1-14		85.00
	Invoice Description:	01/06/24 FL FTBL REF			
	001-301-612	PROFESSIONAL FEES			85.00
*****	01/17/2024	7907 KNOWLES, RICKY	Check	No	180.00
	Purchase Order #: 0	Voucher #: 140081	Invoice #: 1-11		180.00
	Invoice Description:	01/06/24 FL FTBL REF			
	001-301-612	PROFESSIONAL FEES			180.00
*****	01/17/2024	8293 MCALPINE, JW	Check	No	160.00
	Purchase Order #: 0	Voucher #: 140082	Invoice #: 1-9		160.00
	Invoice Description:	01/06/24 FL FTBL REF			
	001-301-612	PROFESSIONAL FEES			160.00
*****	01/17/2024	8415 SWOBODA, MATTHEW W.	Check	No	175.00
	Purchase Order #: 0	Voucher #: 140083	Invoice #: 1-7		175.00
	Invoice Description:	01/06/24 FL FTBL REF			
	001-301-612	PROFESSIONAL FEES			175.00
Check Run 6562 Check Total					\$1,380.00
Check Run 6562 Update Only					\$0.00
Check Run 6562 Total					\$1,380.00

Check Run: 6564

*	*****	01/17/2024	191 AL JUDICIAL COLLEGE	Check	No	200.00
	Purchase Order #: 0	Voucher #: 140117	Invoice #: 240110			50.00
	Invoice Description:	C PALMER CLE REG				
	001-010-630	TRAINING/TRAVEL				50.00
	Purchase Order #: 0	Voucher #: 140118	Invoice #: 240110A			50.00
	Invoice Description:	K FIERRO CLE REG				
	001-010-630	TRAINING/TRAVEL				50.00
	Purchase Order #: 0	Voucher #: 140119	Invoice #: 240110B			50.00
	Invoice Description:	P DAVIS CLE REG				
	001-010-630	TRAINING/TRAVEL				50.00
	Purchase Order #: 0	Voucher #: 140120	Invoice #: 240110C			50.00
	Invoice Description:	J WTHRFRD CLE REG				
	001-010-630	TRAINING/TRAVEL				50.00
Check Run 6564 Check Total						\$200.00
Check Run 6564 Update Only						\$0.00
Check Run 6564 Total						\$200.00

Check Run: 6565

*****	01/17/2024	5892 BLEVINS, JR., RICHARD D	Check	No	240.00
	Purchase Order #: 0	Voucher #: 140236	Invoice #: 1-21		240.00
	Invoice Description:	01/09-1/10/24 BSKTBLL REF			
	001-301-612	PROFESSIONAL FEES			240.00
*****	01/17/2024	7908 DALE, DAVID J.	Check	No	175.00
	Purchase Order #: 0	Voucher #: 140237	Invoice #: 1-25		175.00
	Invoice Description:	01/09-1/10/24 BSKTBLL REF			

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 1/17/2024 to 1/17/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-301-612 PROFESSIONAL FEES			175.00
*****	01/17/2024	7887 GRIFFITH, WARD	Check	No	175.00
	Purchase Order #: 0	Voucher #: 140238	Invoice #: 1-24		175.00
	Invoice Description:	01/09-1/10/24 BSKTBLL REF			
		001-301-612 PROFESSIONAL FEES			175.00
*****	01/17/2024	7906 HAMM, DARRILL L.	Check	No	265.00
	Purchase Order #: 0	Voucher #: 140242	Invoice #: 1-23		265.00
	Invoice Description:	01/09-1/10/24 BSKTBLL REF			
		001-301-612 PROFESSIONAL FEES			265.00
*****	01/17/2024	7992 HARRIS, DAVID	Check	No	120.00
	Purchase Order #: 0	Voucher #: 140239	Invoice #: 1-27		120.00
	Invoice Description:	01/09-1/10/24 BSKTBLL REF			
		001-301-612 PROFESSIONAL FEES			120.00
*****	01/17/2024	6583 HART, BRAXTON TAYLOR	Check	No	265.00
	Purchase Order #: 0	Voucher #: 140240	Invoice #: 1-22		265.00
	Invoice Description:	01/09-1/10/24 BSKTBLL REF			
		001-301-612 PROFESSIONAL FEES			265.00
*****	01/17/2024	7246 HART, MACY ROE	Check	No	180.00
	Purchase Order #: 0	Voucher #: 140241	Invoice #: 1-26		180.00
	Invoice Description:	01/09-1/10/24 BSKTBLL REF			
		001-301-612 PROFESSIONAL FEES			180.00
*****	01/17/2024	8415 SWOBODA, MATTHEW W.	Check	No	120.00
	Purchase Order #: 0	Voucher #: 140243	Invoice #: 1-20		120.00
	Invoice Description:	01/10/24 BSKTBLL REF			
		001-301-612 PROFESSIONAL FEES			120.00
Check Run 6565 Check Total					\$1,540.00
Check Run 6565 Update Only					\$0.00
Check Run 6565 Total					\$1,540.00
Description				Count	Amount (\$)
ACH				0	\$0.00
Bank of America				0	\$0.00
Check				66	\$530,410.77
Strategic Payment Services				0	\$0.00
Wells Fargo				0	\$0.00
Paymode X				0	\$0.00
Update Only				0	\$0.00
GRAND TOTAL				66	\$530,410.77

* Denotes Check Numbers that are out of sequence.

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach
FY 2024

Check Register for 1/17/2024 to 1/17/2024 & Check Numbers 0 to 2147483647
Cash Account 001-000-011

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

Authorized Signatures:

(Date)

(Date)

(Date)

(Date)



**REGULAR CITY COUNCIL MEETING
JANUARY 16, 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 \$3,264,594.

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 \$3,264,594**

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 Six Hundred Forty-Seven Thousand Seven Hundred 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 Six Hundred Sixteen Thousand Eight Hundred Thirty-Eight Dollars (\$1,616,838.00) 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 CITY COUNCIL MEETING
JANUARY 16, 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.

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 CITY COUNCIL MEETING
JANUARY 16, 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.

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 CITY COUNCIL MEETING
JANUARY 16, 2024**

Departments: City Clerk

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

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
----------	-------------------

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 CITY COUNCIL MEETING
JANUARY 16, 2024**

Departments: City Clerk

Description of Topic: Resolution to reject bids for Five Vehicles for the Public Works Department.

Background/Description: One bid was received. The pricing submitted is higher than the amount budgeted. The Public Works Director would like to reject this bid and negotiate for lower prices to be brought back to Council for approval as vehicles become available.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-16-24 24-xxx Reject Bid Five Vehicles Public Works
2. 2024-0113 Five Vehicles for Public Works - Bid Tab
3. 2024-0113 Five Vehicles for Public Works - Response Eastern Shore Toyota

RESOLUTION NO. 24-xxx

**A RESOLUTION TO REJECT BIDS FOR
FIVE VEHICLES FOR THE PUBLIC WORKS DEPARTMENT**

FINDINGS:

1. Bids for a Five Vehicles for the Public Works Department were received and opened on January 11, 2024.
2. One bid was received, but the price submitted exceeds the budgeted amount.
3. In accordance with Section 41-16-50(b)(4) of the Code of Alabama, in the event only one responsible and responsive bid has been received, the awarding authority may negotiate through the receipt of informal bids provided the negotiated price is lower than that of the bid.
4. The Public Works Director has recommended rejecting the one bid received and to seek an alternative, more affordable option through negotiation.

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

1. That the single bid received for Five Vehicles for the Public Works Department is hereby rejected due to the bid exceeding budgeted funds;
2. That the Public Works Department is hereby authorized to negotiate the purchase of Five Vehicles provided the negotiated price is lower than the bid price and all applicable procurement procedures are properly documented; 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.

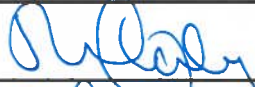
City Clerk

BID TABULATION SHEET

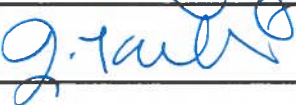
Project Name: **FIVE VEHICLES (PUBLIC WORKS)**
 Requisition No. **2024-0113**

Bid Date: **January 11, 2024**
 Bid Opening Time: **10:30 AM**

Bidder's Name	Eastern Shore Toyota					
City, State	Daphne, AL					
Bond	N/A	N/A	N/A	N/A	N/A	N/A
Affidavits	✓					
Addenda Received	no					
Notes	no bid on van					
Bid Amount TOTAL	\$238,740. ⁰⁰					

OPENED BY: 

TABULATED BY: 

WITNESS BY:  

City of
Orange Beach
A L A B A M A
Life is better here

Specifications for the proposed vehicle must be attached to the bid.

The bidder acknowledges receipt of the following addenda covering revisions to the bid documents, and states that the costs, if any, of such revisions have been included in the base bid and other prices quoted herein:

Addendum No. _____

Dated: _____

Addendum No. _____

Dated: _____

Note: If no addenda have been received, write in "none."

Eastern Shore Toyota

Company Name

29732 Frederick Blvd

Street Address

Daphne, AL, 36526

City, State, Zip

20-4374197

Federal Employer ID No. (if no FEIN, enter SSN)

Richard Peak

Company Representative

Sales

Title

251-297-6069

Phone

Richie @ EasternShoreToyota.com

Email

I/we agree to furnish at the prices shown and guarantee that each offered will meet or exceed all specifications, terms and conditions, and requirements listed. This is the total price and includes all delivery or freight charges to the City of Orange Beach. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the bidder. I herein affirm that I have not been in any agreement or collusion among bidders in restraint of competition to bid at a fixed price or to refrain from bidding otherwise. By signing this contract, the company represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS DAY OF

JANUARY 5, 2024

Notary Public

Commission Expires

EASTERN SHORE TOYOTA

Company Name

29732 FREDERICK BLVD

Mail Address

DAPHNE, AL 36526

City, State, Zip

251-625-1919

Phone Including Area Code

Richard Peak

Authorized Signature (INK)

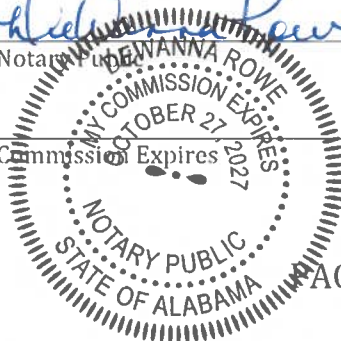
RICHARD PEAK

Typed Authorized Name

SALES CONSULTANT

Title

Fax Number



PAGES 3 & 4 MUST BE RETURNED IN SEALED BID

ITB -Five Vehicles (Public Works)
Requisition No. 2024-0113
Page 4/13

AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR

State of Alabama

County of Baldwin

Before me, a notary public, personally appeared Richard Peak (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the City of Orange Beach, Alabama, I hereby attest that in my capacity as Sales Consultant (state position) for Eastern Shore Toyota (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

(Attach documentation establishing that business entity/employer/contractor is enrolled in the E-Verify Program.)

Richard Peak

Signature of Affiant

Sworn to and subscribed before me this 5th day of JANUARY, 20 24.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

DeWanna Rowe

Signature and Seal of Notary Public

My Commission Expires: 10/27/27



City of Orange Beach

A L A B A M A
Life is better here

BID FORM -VEHICLES (PUBLIC WORKS)

Item	Description	Qty	Unit Price	Extended Price
1	Two (2) New and Unused 2023 Ford F-150 XLT, Two Door, or newer, as specified Year: <u>2024</u> / Make: <u>TOYOTA</u> / Model: <u>TUNDRA</u> Color: <u>White</u>	2	\$ <u>57,935</u>	\$ <u>115,870</u>
2	One (1) New and Unused 2023 Ford F-150 XL, Two Door, or newer, as specified Year: <u>2024</u> / Make: <u>TOYOTA</u> / Model: <u>TUNDRA</u> Color: <u>WHITE</u>	1	\$ <u>58,935</u>	\$ <u>58,935</u>
3	One (1) New and Unused 2023 Ford F-150 XLT, Four Door, or newer, as specified Year: <u>2024</u> / Make: <u>TOYOTA</u> / Model: <u>TUNDRA</u> Color: <u>WHITE</u>	1	\$ <u>63,935</u>	\$ <u>63,935</u>
4	One (1) New and Unused 2024 Ford Transit Passenger Van XL, as specified Year: <u>-</u> / Make: <u>- No B.O</u> / Model: <u>-</u> Color: <u>-</u>	1	\$ <u>No B.O</u>	\$ <u>Ø</u>
BID TOTAL				\$ <u>238,740</u>

Note: Vendors may submit more than one bid. Use additional bid forms if you choose to bid more than one option for any line item. Lump sum bid pricing shall be firm, net, delivered pricing.

Days to Deliver after Receipt of Purchase Order: 90 days

Warranty

Manufacturer warranties shall be provided in writing and shall specify any and all exclusions, including parts and labor. If such warranties are provided at additional cost, the incremental cost must be so specified. The procedure necessary to notify such warranty must be specified. Any additional charges relating to the utilization of the warranty provided must be specified.

Documentation:

ITB -Five Vehicles (Public Works)
Requisition No. 2024-0113
Page 3/13



Date: 1/5/2024
Salesperson: Zac Bell
Manager: Zac Bell

Customer

Company: City Of Orange Beach Phone: _____
Address: 4101 Orange Beach BLVD Orange Beach AL 36561 Work: (251) 980-5897
Email: ttabb@orangebeachal.com Cell: (251) 923-6871

Vehicle

Stock: _____ New/Used: New VIN: _____ Mileage: 0
Vehicle: 2024 TOYOTA TUNDRA Color: _____
Type: _____

Trade In

Payoff: \$0.00 VIN: _____ Mileage: _____
Vehicle: _____ Color: _____
Type: _____

Market Value:	\$0.00
Selling Price:	\$57,936.00
Total Purchase:	\$57,936.00
Trade Allowance:	(\$0.00)
Trade Difference	\$57,936.00
Doc Fee:	\$999.00
Total Price:	\$58,935.00
Trade Payoff:	\$0.00
Deposit:	(\$0.00)
Balance:	\$58,935.00

Customer Approval: _____ Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic verbal and written communications including but not limited to email, text messaging, SMS, phone calls and direct mail. Terms and conditions subject to credit approval. For information only. This is not an offer or contract for sale.



Eastern Shore Toyota

29732 Frederick Blvd.
Daphne AL 36526
251-625-1919

2024 TUNDRA

Tundra SR5

Model: 2024 Tundra SR5 4x4 Double Cab 6.5-Ft. Bed 8341A

VIN:

Stock:

Engine: i-FORCE V6

Transmission: 10-speed automatic transmission



EXTERIOR
Ice Cap

INTERIOR
Boulder SofTex®-trimmed

PRICE

Base	\$50,500.00
Factory Installed Packages & Accessories	\$3,850.00
Distributor Installed Packages & Accessories	\$1,736.00
Delivery Processing and Handling	\$1,850.00
Total Advertised Price	\$57,936.00

FUEL ECONOMY



INSTALLED PACKAGES & ACCESSORIES

50 State Emissions	FIO	\$0.00
BSM Outer Mirrors	FIO	\$50.00
Heated power mirrors (black) with Blind Spot Monitor (BSM) and LED turn signals.		
SR5 Premium Package -	FIO	\$2,120.00
SR5 Premium Package—includes SofTex®-trimmed seats, 8-way power-adjustable heated front seats with 2-way power lumbar, dual zone automatic climate control, and color-keyed outer door handles.		
SR5 Convenience Package -	FIO	\$1,510.00
SR5 Convenience Package—includes Blind Spot Monitor (BSM), Front and Rear Parking Assist with Automatic Braking, and large fuel tank (32.2 gallons).		
Leather Steering Wheel	FIO	\$170.00
Leather-wrapped steering wheel.		
Spray-in Bedliner	LIO	\$699.00
SET Digital Portfolio	LIO	\$0.00
SmartLED Ambient Lighting	LIO	\$449.00
- App Controlled Fiber Optics with Custom Color - Changing Interior Lighting		
Carpet Floor Mats	LIO	\$339.00

Clear Paint Protection – Door Package	LIO	\$249.00
• Includes coverage on: • Door Cups • Door Edge Guards		
Total Optional Equipment		\$5,586.00

FEATURES

Mechanical & Performance

- i-FORCE 3.4L Twin-Turbo V6, 389 hp @ 5200 rpm, 479 lb.-ft. @ 2400 rpm: i-FORCE 3.4L Twin-Turbo V6, 389 hp @ 5200 rpm, 479 lb.-ft. @ 2400 rpm
- Active aero front spoiler: Active aero front spoiler
- Stop and Start Engine System (S&S) : Stop and Start Engine System (S&S)
- Conventional 12V starter: Conventional 12V starter
- Electric Power Steering (EPS); power-assisted rack-and-pinion: Electric Power Steering (EPS); power-assisted rack-and-pinion
- Twin turbochargers with electric wastegate valve actuators and water-cooled intercooler: Twin turbochargers with electric wastegate valve actuators and water-cooled intercooler
- Engine and body undercovers: Engine and body undercovers
- Ultra-high-strength steel cabin construction with aluminum hood and front door panels: Ultra-high-strength steel cabin construction with aluminum hood and front door panels
- Eco, Normal and Sport driving modes: Eco, Normal and Sport driving modes
- Integrated Trailer Brake Controller (ITBC) with Multi-Information Display (MID) screen and trailer brake type, gain and manual trailer brake output controls : Integrated Trailer Brake Controller (ITBC) with Multi-Information Display (MID) screen and trailer brake type, gain and manual trailer brake output controls
- Fully boxed high-strength steel ladder frame with hydraulic cab mounts: Fully boxed high-strength steel ladder frame with hydraulic cab mounts
- Trailer-Sway Control (TSC) : Trailer-Sway Control (TSC)
- 24-valve DOHC aluminum cylinder heads with Dual Variable Valve Timing with intelligence (VVT-i); 3445 c.c. aluminum engine block, 85.5 x 100 (mm.) bore x stroke, 10.4:1 compression ratio: 24-valve DOHC aluminum cylinder heads with Dual Variable Valve Timing with intelligence (VVT-i); 3445 c.c. aluminum engine block, 85.5 x 100 (mm.) bore x stroke, 10.4:1 compression ratio
- 10-speed automatic transmission
- TOW/HAUL driving modes : TOW/HAUL driving modes
- Electronically Controlled Braking (ECB) system: Electronically Controlled Braking (ECB) system
- 4WDemand part-time 4-Wheel Drive with electronically controlled 2-speed transfer case (high/low range) and Automatic Limited-Slip Differential (Auto LSD) : 4WDemand part-time 4-Wheel Drive with electronically controlled 2-speed transfer case (high/low range) and Automatic Limited-Slip Differential (Auto LSD)
- 10-speed Electronically Controlled automatic Transmission with intelligence (ECT-i), sequential shift mode, and uphill/downhill shift logic: 10-speed Electronically Controlled automatic Transmission with intelligence (ECT-i), sequential shift mode, and uphill/downhill shift logic
- Stainless steel exhaust system: Stainless steel exhaust system
- Low Emission Vehicle III (LEV-III): Low Emission Vehicle III (LEV-III)
- D-4ST direct-injection and port-injection fuel system: D-4ST direct-injection and port-injection fuel system
- Active grille shutters: Active grille shutters
- Class-IV towing hitch receiver and wiring harness with 7-pin/4-pin connector : Class-IV towing hitch receiver and wiring harness with 7-pin/4-pin connector
- Independent double-wishbone front suspension; coil spring multi-link rear suspension: Independent double-wishbone front suspension; coil spring multi-link rear suspension
- Electric Parking Brake (EPB) : Electric Parking Brake (EPB)
- Power-assisted, ventilated 13.9-in. front disc brakes with opposed dual-piston brake calipers; ventilated 13.6-in. rear disc brakes with single-piston calipers: Power-assisted, ventilated 13.9-in. front disc brakes with opposed dual-piston brake calipers; ventilated 13.6-in. rear disc brakes with single-piston calipers
- Engine: i-FORCE V6
- Weight Rating: 7265 lbs

Steering

- Turning circle diameter, curb-to-curb (ft.) 48.6
- Steering wheel turns, lock-to-lock 3.4

Exterior

- 18-in. silver-painted alloy wheels
- Black horizontal-bar grille with color-keyed surround
- LED taillights
- 6.5-ft. Standard Bed
- LED Trailer Reverse Assist (TRA) light
- Gloss-black-painted A-pillar except on Midnight Black Metallic
- Chrome "TUNDRA" and "SR5" door badges; black door handles, window molding, mirror caps, tailgate spoiler and overfenders
- Heated power outside mirrors
- "4x4" tailgate badge
- LED headlights with Daytime Running Lights (DRL), auto on/off feature, and manual leveling adjustment

- and Blueprint.
- LED fog lights
- Aluminum-reinforced composite bed construction
- LED center high-mount stop light (CHMSL) with integrated cargo lights

- Washer-linked variable intermittent windshield wipers
- Deck rail system with four adjustable tie-down cleats and fixed cargo bed tie-down points
- "TUNDRA" stamped easy lower and lift tailgate with smart switch release
- Black roof-mounted shark-fin antenna
- Front door handles with touch-sensor lock/unlock feature

Interior

- Power horizontal rear window with defogger and privacy glass
- Fabric-trimmed seats; 4-way manual adjustable driver and front passenger seats
- 60/40 split, folding rear seat
- Rear under-seat storage compartment with removable and adjustable partitions
- Power windows with one-touch auto up/down and jam protection
- Drive Mode Select (DMS) switch and dial
- Smart Key System with Push Button Start; remote keyless entry with lock, unlock, panic and tailgate release functions, and remote illuminated entry
- Front and rear LED maplights
- Backup camera with projected path
- Day/night rearview mirror
- Single-zone automatic climate control with air filtration
- Combination meter with analog gauges and 4.2-in. color TFT Multi-Information Display (MID) with fuel economy, Driver Assist, vehicle/trip information, and warning messages
- Polyurethane manual tilt/telescopic steering wheel with phone, audio, display/infotainment, and Driver Assist controls
- Front and rear assist grips
- Fixed center console with gated shift lever, driving controls, four cup holders, and center storage bin
- Overhead console with rear window control, sunglasses storage and Safety Connect®
- Front 12V auxiliary power outlet

Audio Multimedia

- 6-speaker audio system S
- 8-in. Toyota Audio Multimedia touchscreen with 6-speaker audio system, wireless Apple CarPlay® & Android Auto™ compatible, SiriusXM® with 3-month Platinum Plan trial subscription. See toyota.com/audio-multimedia for details. S

ToyotaCare

- No cost maintenance plan \$0 (No Cost)
- 24-hour Roadside Assistance \$0 (No Cost)

Safety & Convenience

- Tire Pressure Monitor System (TPMS)
- 3-point seatbelts for all seating positions; driver-side Emergency Locking Retractor (ELR) and Automatic/Emergency Locking Retractor (ALR/ELR) on all passenger seatbelts
- Star Safety System™— includes Vehicle Stability Control (VSC), Traction Control (TRAC), Anti-lock Brake System (ABS) with Electronic Brake-force Distribution (EBD), Brake Assist (BA) and Smart Stop Technology® (SST)
- Toyota Safety Sense™ 2.5 Pre-Collision System with Pedestrian Detection, Full-Speed Range Dynamic Radar Cruise Control, Lane Departure Alert with Steering Assist, Lane Tracing Assist, Automatic High Beams, Road Sign Assist
- LATCH (Lower Anchors and Tethers for CHildren) includes lower anchors on all outboard second-row rear seats
- Hill Start Assist Control (HAC)
- Drive-Start Control (DSC)
- Eight total airbags, including driver and passenger side, knee and curtain airbags
- Driver and front passenger active headrests
- Child-protector rear door locks and power window lockout control

Connected Services

- Drive Connect — includes Cloud Navigation with Google Points of Interest (POI) data, Intelligent Assistant with Hey, Toyota, and Destination Assist. Subscription required after trial. 4G network dependent. Capable, subscription required
- Service Connect — receive personalized maintenance updates and vehicle health reports. Subscription required after trial. 4G network dependent. Up to 10-year trial subscription
- Remote Connect —remotely interact with your vehicle through the Toyota app via your smartwatch. Depending on grade, allows you to lock/unlock doors, start and stop the vehicle, locate your last parked location, check vehicle status and monitor guest drivers.
- Safety Connect® — includes Emergency Assistance button, enhanced Roadside Assistance, Automatic Collision Notification and Stolen Vehicle Locator. Subscription required after trial. 4G network dependent. Up to 10-year trial subscription
- Wi-Fi Connect — includes AT&T Wi-Fi hotspot and Integrated Streaming (Apple Music® and Amazon Music) compatibility. Subscription required after trial. 4G network dependent. Up to 30-day/3 GB trial subscription

Subscription required after trial. 4G network dependent. 1-year trial subscription

* Base MSRP excludes manufacturer, distributor and dealer options, taxes, title and license and dealer fees and charges. Also excludes the Delivery, Processing and Handling of \$1,095 for Cars (Corolla, Corolla HV, Corolla HB, GR Corolla, Camry, Camry HV, Prius, Prius Prime, Toyota Crown, Mirai, GR86, GR Supra), \$1,350 for Entry SUV/Small SUV (Corolla Cross, Corolla Cross HV, RAV4, RAV4 HV, RAV4 Prime, bZ4X), \$1,395 for Mid SUV/Van (4Runner, Venza, Highlander, Highlander HV, Grand Highlander, Grand Highlander HV, Sienna), \$1,495 for Small Pickup (Tacoma), \$1,850 for Large Pickup/Large SUV (Tundra, Tundra HV, Sequoia). (Historically, vehicle manufacturers and distributors have charged a separate fee for processing, handling and delivering vehicles to dealerships. Toyota's charge for these services is called the "Delivery, Processing and Handling" and is based on the value of the processing, handling and delivery services Toyota provides as well as Toyota's overall pricing structure and may be subject to change at any time. Toyota may make a profit on the Delivery, Processing and Handling.) The Delivery, Processing and Handling in AL, AR, FL, GA, LA, MS, NC, OK, SC and TX may vary. The published prices do not apply to Puerto Rico and the U.S. Virgin Islands. Dealer price will vary.

ToyotaCare, which covers normal factory scheduled maintenance for 2 years or 25,000 miles, whichever comes first, is included as part of the sales price of the vehicle for qualifying buyers. See participating dealer for eligibility and coverage details.

Disclaimer: This document is only representative of some of the information contained on an actual window sticker, and is not meant to replace or substitute for the actual window sticker on the vehicle. Please see your retailer for further information.



**EASTERN SHORE
TOYOTA**

Date: 1/5/2024
Salesperson: Zac Bell
Manager: Zac Bell

Customer

Company: City Of Orange Beach Phone: _____
Address: 4101 Orange Beach BLVD Orange Beach AL 36561 Work: (251) 980-5897
Email: ttabb@orangebeachal.com Cell: (251) 923-6871

Vehicle

Stock: _____ New/Used: New VIN: _____ Mileage: 0
Vehicle: 2024 TOYOTA TUNDRA Color: _____
Type: _____

Trade In

Payoff: \$0.00 VIN: _____ Mileage: _____
Vehicle: _____ Color: _____
Type: _____

Market Value:	<u>\$0.00</u>
Selling Price:	<u>\$62,936.00</u>
Total Purchase:	<u>\$62,936.00</u>
Trade Allowance:	<u>(\$0.00)</u>
Trade Difference	<u>\$62,936.00</u>
Doc Fee:	<u>\$999.00</u>
Total Price:	<u>\$63,935.00</u>
Trade Payoff:	<u>\$0.00</u>
Deposit:	<u>(\$0.00)</u>
Balance:	<u>\$63,935.00</u>

Customer Approval: _____ Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic verbal and written communications including but not limited to email, text messaging, SMS, phone calls and direct mail. Terms and conditions subject to credit approval. For information only. This is not an offer or contract for sale.



TOYOTA

Eastern Shore Toyota

29732 Frederick Blvd.
Daphne AL 36526
251-625-1919

2024 Tundra

Tundra SR5

Model: 2024 Tundra SR5 4x4 CrewMax 5.5-Ft. Bed 8361A

VIN:

Stock:

Engine: i-FORCE V6

Transmission: 10-speed automatic transmission



☐ EXTERIOR
Ice Cap

☒ INTERIOR
Black SofTex®-trimmed

PRICE

Base	\$52,550.00
Factory Installed Packages & Accessories	\$4,000.00
Distributor Installed Packages & Accessories	\$4,536.00
Delivery Processing and Handling	\$1,850.00
Total Advertised Price	\$62,936.00

FUEL ECONOMY



INSTALLED PACKAGES & ACCESSORIES

50 State Emissions	FIO	\$0.00
BSM Outer Mirrors	FIO	\$50.00
Heated power mirrors (black) with Blind Spot Monitor (BSM) and LED turn signals.		
SR5 Premium Package -	FIO	\$2,120.00
SR5 Premium Package—includes SofTex®-trimmed seats, 8-way power-adjustable heated front seats with 2-way power lumbar, dual zone automatic climate control, and color-keyed outer door handles.		
SR5 Convenience Package -	FIO	\$1,510.00
SR5 Convenience Package—includes Blind Spot Monitor (BSM), Front and Rear Parking Assist with Automatic Braking, and large fuel tank (32.2 gallons).		
	LIO	\$449.00
All Weather Floor Mats	LIO	\$339.00

Clear Paint Protection - Door Package	LIO	\$249.00
- Includes coverage on: - Door Cups - Door Edge Guards		
	LIO	
		\$8,536.00
Vehicle Base Model		
Delivery Processing and Handling		\$1,850.00

FEATURES

Mechanical & Performance

- i-FORCE 3.4L Twin-Turbo V6, 389 hp @ 5200 rpm, 479 lb.-ft. @ 2400 rpm: i-FORCE 3.4L Twin-Turbo V6, 389 hp @ 5200 rpm, 479 lb.-ft. @ 2400 rpm
- Active aero front spoiler: Active aero front spoiler
- Stop and Start Engine System (S&S) : Stop and Start Engine System (S&S)
- Conventional 12V starter: Conventional 12V starter
- Electric Power Steering (EPS); power-assisted rack-and-pinion: Electric Power Steering (EPS); power-assisted rack-and-pinion
- Twin turbochargers with electric wastegate valve actuators and water-cooled intercooler: Twin turbochargers with electric wastegate valve actuators and water-cooled intercooler
- Engine and body undercovers: Engine and body undercovers
- Ultra-high-strength steel cabin construction with aluminum hood and front door panels: Ultra-high-strength steel cabin construction with aluminum hood and front door panels
- Eco, Normal and Sport driving modes: Eco, Normal and Sport driving modes
- Integrated Trailer Brake Controller (ITBC) with Multi-Information Display (MID) screen and trailer brake type, gain and manual trailer brake output controls : Integrated Trailer Brake Controller (ITBC) with Multi-Information Display (MID) screen and trailer brake type, gain and manual trailer brake output controls
- Fully boxed high-strength steel ladder frame with hydraulic cab mounts: Fully boxed high-strength steel ladder frame with hydraulic cab mounts
- Trailer-Sway Control (TSC) : Trailer-Sway Control (TSC)
- 24-valve DOHC aluminum cylinder heads with Dual Variable Valve Timing with intelligence (VVT-i); 3445 c.c. aluminum engine block, 85.5 x 100 (mm.) bore x stroke, 10.4:1 compression ratio: 24-valve DOHC aluminum cylinder heads with Dual Variable Valve Timing with intelligence (VVT-i); 3445 c.c. aluminum engine block, 85.5 x 100 (mm.) bore x stroke, 10.4:1 compression ratio
- 10-speed automatic transmission
- TOW/HAUL driving modes : TOW/HAUL driving modes
- Electronically Controlled Braking (ECB) system: Electronically Controlled Braking (ECB) system
- 4WDemand part-time 4-Wheel Drive with electronically controlled 2-speed transfer case (high/low range) and Automatic Limited-Slip Differential (Auto LSD) : 4WDemand part-time 4-Wheel Drive with electronically controlled 2-speed transfer case (high/low range) and Automatic Limited-Slip Differential (Auto LSD)
- 10-speed Electronically Controlled automatic Transmission with intelligence (ECT-i), sequential shift mode, and uphill/downhill shift logic: 10-speed Electronically Controlled automatic Transmission with intelligence (ECT-i), sequential shift mode, and uphill/downhill shift logic
- Stainless steel exhaust system: Stainless steel exhaust system
- Low Emission Vehicle III (LEV-III): Low Emission Vehicle III (LEV-III)
- D-4ST direct-injection and port-injection fuel system: D-4ST direct-injection and port-injection fuel system
- Active grille shutters: Active grille shutters
- Class-IV towing hitch receiver and wiring harness with 7-pin/4-pin connector : Class-IV towing hitch receiver and wiring harness with 7-pin/4-pin connector
- Independent double-wishbone front suspension; coil spring multi-link rear suspension: Independent double-wishbone front suspension; coil spring multi-link rear suspension
- Electric Parking Brake (EPB) : Electric Parking Brake (EPB)
- Power-assisted, ventilated 13.9-in. front disc brakes with opposed dual-piston brake calipers; ventilated 13.6-in. rear disc brakes with single-piston calipers: Power-assisted, ventilated 13.9-in. front disc brakes with opposed dual-piston brake calipers; ventilated 13.6-in. rear disc brakes with single-piston calipers
- Engine: i-FORCE V6
- Weight Rating: 7210 lbs

Steering

- Turning circle diameter, curb-to-curb (ft.) 48.6
- Steering wheel turns, lock-to-lock 3.4

Exterior

- 18-in. silver-painted alloy wheels
- Black horizontal-bar grille with color-keyed surround
- LED taillights
- 5.5-ft. Short Bed
- LED Trailer Reverse Assist (TRA) light
- Chrome "TUNDRA" and "SR5" door badges, black door handles, window molding, mirror caps, tailgate spoiler and overfenders
- Heated power outside mirrors
- "4x4" tailgate badge
- LED headlights with Daytime Running Lights (DRL), auto on/off

- Gloss-black-painted A-pillar except on Midnight Black Metallic and Blueprint.
- LED fog lights
- Aluminum-reinforced composite bed construction
- LED center high-mount stop light (CHMSL) with integrated cargo lights

- feature, and manual leveling adjustment
- Washer-linked variable intermittent windshield wipers
- Deck rail system with four adjustable tie-down cleats and fixed cargo bed tie-down points
- "TUNDRA" stamped easy lower and lift tailgate with smart switch release
- Black roof-mounted shark-fin antenna
- Front door handles with touch-sensor lock/unlock feature

Interior

- Day/night rearview mirror
- Single-zone automatic climate control with air filtration
- Combination meter with analog gauges and 4.2-in. color TFT Multi-Information Display (MID) with fuel economy, Driver Assist, vehicle/trip information, and warning messages
- Polyurethane manual tilt/telescopic steering wheel with phone, audio, display/infotainment, and Driver Assist controls
- Front and rear assist grips
- Rear-seat air vents
- Fixed center console with gated shift lever, driving controls, four cup holders, and center storage bin
- Overhead console with rear window control, sunglasses storage and Safety Connect®
- Front 12V auxiliary power outlet
- Fabric-trimmed seats; 4-way manual adjustable driver and front passenger seats
- 60/40 split, folding rear seat
- Rear under-seat storage compartment with removable and adjustable partitions
- Power windows with one-touch auto up/down and jam protection
- Drive Mode Select (DMS) switch and dial
- Power vertical rear window with defogger and privacy glass
- Smart Key System with Push Button Start; remote keyless entry with lock, unlock, panic and tailgate release functions, and remote illuminated entry
- Front and rear LED maplights
- Backup camera with projected path

Audio Multimedia

- 8-in. Toyota Audio Multimedia touchscreen with 9-speaker audio system, wireless Apple CarPlay® & Android Auto™ compatible, SiriusXM® with 3-month Platinum Plan trial subscription. See toyota.com/audio-multimedia for details. S
- 9-speaker audio system S

ToyotaCare

- No cost maintenance plan \$0 (No Cost)
- 24-hour Roadside Assistance \$0 (No Cost)

Safety & Convenience

- Tire Pressure Monitor System (TPMS)
- 3-point seatbelts for all seating positions; driver-side Emergency Locking Retractor (ELR) and Automatic/Emergency Locking Retractor (ALR/ELR) on all passenger seatbelts
- Star Safety System™— includes Vehicle Stability Control (VSC), Traction Control (TRAC), Anti-lock Brake System (ABS) with Electronic Brake-force Distribution (EBD), Brake Assist (BA) and Smart Stop Technology® (SST)
- Toyota Safety Sense™ 2.5 Pre-Collision System with Pedestrian Detection, Full-Speed Range Dynamic Radar Cruise Control, Lane Departure Alert with Steering Assist, Lane Tracing Assist, Automatic High Beams, Road Sign Assist
- LATCH (Lower Anchors and Tethers for CHildren) includes lower anchors on all outboard second-row rear seats
- Hill Start Assist Control (HAC)
- Drive-Start Control (DSC)
- Eight total airbags, including driver and passenger side, knee and curtain airbags
- Driver and front passenger active headrests
- Child-protector rear door locks and power window lockout control

Connected Services

- Drive Connect — includes Cloud Navigation with Google Points of Interest (POI) data, Intelligent Assistant with Hey, Toyota, and Destination Assist. Subscription required after trial. 4G network dependent. Capable, subscription required
- Service Connect — receive personalized maintenance updates and vehicle health reports. Subscription required after trial. 4G network dependent. Up to 10-year trial subscription
- Remote Connect —remotely interact with your vehicle through the Toyota app via your smartwatch. Depending on grade, allows you
- Safety Connect® — includes Emergency Assistance button, enhanced Roadside Assistance, Automatic Collision Notification and Stolen Vehicle Locator. Subscription required after trial. 4G network dependent. Up to 10-year trial subscription
- Wi-Fi Connect — includes AT&T Wi-Fi hotspot and Integrated Streaming (Apple Music® and Amazon Music) compatibility. Subscription required after trial. 4G network dependent. Up to 30-day/3 GB trial subscription

to lock/unlock doors, start and stop the vehicle, locate your last parked location, check vehicle status and monitor guest drivers. Subscription required after trial. 4G network dependent. 1-year trial subscription

ToyotaCare, which covers normal factory scheduled maintenance for 2 years or 25,000 miles, whichever comes first, is included as part of the sales price of the vehicle for qualifying buyers. See participating dealer for eligibility and coverage details.

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**REGULAR CITY COUNCIL MEETING
JANUARY 16, 2024**

Departments: City Clerk

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

Background/Description: Review in process.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2024-0111 Sportsplex Turf Maintenance - Bid Tab

BID TABULATION SHEET

Project Name: **SPORTSPLEX TURF MAINTENANCE SERVICES**
Requisition No. **2024-0111**

Bid Date: **January 11, 2024**
Bid Opening Time: **10:00 AM**

Bidder's Name	Limitless services	Turfwell Athletic Fields				
City, State	Gulf Shores, AL	Mobile, AL				
Bond	N/A	N/A	N/A	N/A	N/A	N/A
Affidavits	✓	✓				
Addenda Received	N/A	N/A	N/A	N/A	N/A	N/A
Notes						
Base Bid Amount TOTAL	\$94,491.00	\$112,800.00				
Additive Alternates						
A: Baseball Fields	No bid	\$48,000.00				
B: Softball Fields	No bid	\$24,000.00				
C: Multi-Purpose Fields	No bid	\$24,000.00				

OPENED BY:

TABULATED BY:

WITNESS BY:



**REGULAR CITY COUNCIL MEETING
JANUARY 16, 2024**

Departments: City Clerk

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

Background/Description: One proposal received from Timberline Glamping Company.
Review in process.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR CITY COUNCIL MEETING
JANUARY 16, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of Three Vehicles for the Coastal Resources Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$161,465.

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

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 Intalled 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:

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 Intalled 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

TOTAL VEHICLE (Required)

\$152,319

Customer:

Contact:

Phone:

Email:

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required)

DATE (Required):

PURCHASE ORDER NUMBER: (Required)

QUANTITY (Required)



**REGULAR CITY COUNCIL MEETING
JANUARY 16, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of Two Ambulances for the Fire Department through the Houston-Galveston Area Council Purchasing Cooperative from Southern Emergency Consultants, LLC, in the amount of \$997,000.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted, Fire Capital Equipment, will not be paid until receipt.

ATTACHMENTS:

1. 01-16-24 24-xxx Authorize Purchase Two Ambulances Fire H-GAC
2. 2024.01.11 Quote - Fire - Southern Emergency Consultants Ambulances

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
TWO AMBULANCES FOR THE FIRE DEPARTMENT
THROUGH THE HOUSTON-GALVESTON AREA COUNCIL PURCHASING COOPERATIVE
FROM SOUTHERN EMERGENCY CONSULTANTS, LLC
IN THE AMOUNT OF \$997,000**

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 Two (2) Ambulances for the Fire Department through the Houston-Galveston Area Council (H-GAC), approved by the State of Alabama and the Public Examiners Office, in an amount not to exceed \$997,000.00;
2. That the Mayor is hereby authorized to approve payment to Southern Emergency Consultants, LLC, in the amount of \$498,500.00 Each for Two (2) Ambulances with options, per the written quote dated January 10, 2024;
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 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



January 10, 2024

Orange Beach Fire Department
25855 John Snook Dr.
Orange Beach, AL 36561
Attn: Chief Jeff Smith

Dear Sir,

Southern Emergency Consultants is pleased to quote the following for your review and acceptance per specifications provided:

\$498,500.00 Each

****THIS UNIT TO BE PURCHASED THROUGH THE HGAC BUYING COOPERATIVE
CONTRACT # AM10-23****

OPTIONS INCLUDED:

ORANGE BEACH HORTON OPTION LIST TO MATCH LAST UNIT PURCHASED
INSTALL CUSTOMER FURNISHED SIERRA WIRELESS TO INCLUDE ANTENNA
STRYKER POWER LOAD AND STRYKER POWER COT
INSTALL CUSTOMER FURNISHED KNOX BOX
INSTALL CUSTOMER FURNISHED KEY SECURE SYSTEM IN CAB
INSTALL CUSTOMER FURNISHED MOTOROLA RADIOS
INSTALL CUSTOMER FURNISHED TRAFFIC PRE-EMPTER
PROVIDE (2) O2 REGULATORS
PROVIDE (3) FLOWMETERS
INSTALL TURNOUT GEAR HOOKS
PROVIDE 360 HORTON CAMERA SYSTEM
PAINT PACKAGE TO MATCH ORANGE BEACH CURRENT FLEET
LETTERING PACKAGE TO MATCH ORANGE BEACH CURRENT FLEET



Our terms are payment due upon delivery and acceptance. Delivery could be accomplished 900 days after receipt of your order.

Southern Emergency Consultants would like to thank Orange Beach Fire Department for allowing us to quote on your emergency vehicle needs. If I can be of any further assistance please feel free to contact me at 706-594-2228.

Sincerely,

Brock Butts



**REGULAR CITY COUNCIL MEETING
JANUARY 16, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a SCBA Refill System for the Fire Department through the NPPGov purchasing cooperative from Sunbelt Fire Inc. in the amount of \$89,982.80.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted, Fire Capital Equipment

ATTACHMENTS:

1. 01-16-24 24-xxx Authorize Purchase SCBA Refill System Fire NPPGov
2. 2023.12.12 Quote - Fire - Sunbelt Fire

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
SCBA REFILL SYSTEM FOR THE FIRE DEPARTMENT
THROUGH THE NPPGOV PURCHASING COOPERATIVE
FROM SUNBELT FIRE INC.
IN THE AMOUNT OF \$89,982.80**

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 SCBA Refill System for the Fire Department through the NPPGov purchasing cooperative, approved by the State of Alabama and the Public Examiners Office, in an amount not to exceed \$89,982.80;
2. That the Mayor is hereby authorized to approve payment to Sunbelt Fire Inc. in the amount of \$89,982.80 a Bauer Workstation Unicus 4s SCBA Integrated Refill System with options, per the written quote dated December 12, 2023;
3. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 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

Date: 12/12/2023 Good till 2/1/2024

Bauer Contract # on NPP.gov-PS20095

To: Chief Bruce Nelson
Orange Beach Fire Dept.
Email: bnelson@orangebeachal.gov

Reference: Bauer Workstation that includes a 6000psi 25.2scfm compressor; 20HP; three position total containment fill station; 4 UN 6000psi cylinders for fill storage as one complete unit. **Note 5 stage system; Three phase electrical-60HZ; need voltage**
The Unicus 4s SCBA integrated refill systems are equipped with the following:

- Full gauge panel including a pressure gauge for each stage of compression and oil pressure
- Emergency stop switch
- Hinged cascade fill control panel with lexan laminate air flow/fill schematic
- Air directional valve for storage bypass
- UL Listed Electrical Assembly
- NEMA 4 Electrical enclosure
- Bauer PLC based controller with 7" color HMI touch screen
- Inlet filter maintenance indicator
- P5 B-Securus purification system
- Automatic condensates drain (ACD) system
- Condensate reservoir with automatic "Full" indication and compressor shutdown
- Compressor low oil pressure and high temperature safety shutdown and panel mounted fault lights
- 4 UN ISO air cylinders installed in an integral rack-10yr hydrostatic test date.
- Sound attenuating enclosure with slam-action latches and lift-off hinges.
- NFPA 1901 2016 edition 3 position containment fill station accommodates SCBA/SCUBA up to 31" overall length with all three positions set for 4500psi with universal adapter.

-GT/CO/III electronic carbon monoxide monitor complete w/ cal kit wired for alarm and shutdown

Note not included is the electrician necessary to wire unit from inside compressor to power source or the electrical materials to perform wiring.

NPP.gov price: \$84,123.00

Basic installation: \$995.00

Estimate of Freight: \$1200.00

Total: \$86,318.00 less option below

Option not included in price: UN4/RF/REL-9: remote fill hose connection including adjustable regulator for up to 6000psi service, gauge, isolation valve in an enclosed cabinet with hose reel and 100ft hose rated for 6000psi. --\$3664.80

Thank you,
Chip Crooms



**REGULAR CITY COUNCIL MEETING
JANUARY 16, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of Radio Equipment for the Fire Department through State Bid from Motorola Solutions, Inc., in the amount of \$33,107.84.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-16-24 24-xxx Authorize Purchase Radio Equipment Fire State Bid
2. 2024.01.03 Quote - Fire - Motorola Solutions

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
RADIO EQUIPMENT FOR THE FIRE DEPARTMENT
THROUGH STATE BID FROM MOTOROLA SOLUTIONS, INC.
IN THE AMOUNT OF \$33,107.84**

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 Radio Equipment for the Fire Department through Alabama State Bid in an amount not to exceed \$33,107.84;
2. That the Mayor is hereby authorized to approve payment to Motorola Solution, Inc., in the amount of \$33,107.84 for Radio Equipment, per Quote No. 2474629 dated January 3, 2024;
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 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



ORANGE BEACH, CITY OF

3- DB APX NEXT - GREEN & 1- APX4500 REMOTE MOUNT

01/03/2024

Billing Address:
ORANGE BEACH, CITY OF
4099 ORANGE BEACH BLVD
ORANGE BEACH, AL 36561
US

Quote Date:01/03/2024
Expiration Date:01/26/2024
Quote Created By:
DC BRUCE NELSON
Strategic Accounts Manager
stephenieshirley@
cesteamone.com
12514217271

End Customer:
ORANGE BEACH, CITY OF
DC BRUCE NELSON
BNELSON@ORANGEBEACHAL.GOV
2519811608

Contract: 16932 - ALABAMA STATE
CONTRACT

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	APC	Description	Qty	Term	List Price	Disc %	Sale Price	Ext. Sale Price
	APX™ NEXT		APX NEXT SINGLE BAND						
1	H45TGT9PW8AN	0142	APX NEXT SINGLE BAND MODEL 4.5 PORTABLE	3		\$11,003.96	28.84 %	\$7,829.88	\$23,489.64
1a	H499KC	0142	ENH: SUBMERSIBLE (DELTA T)	3					
1b	H38DA	0142	ADD: SMARTZONE OPERATION	3					
1c	Q806CH	0142	ADD: ASTRO DIGITAL CAI OPERATION	3					
1d	Q361CD	0142	ADD: P25 9600 BAUD TRUNKING	3					
1e	QA00580BA	0142	ADD: TDMA OPERATION	3					
1f	QA09001AM	0142	ADD: WIFI CAPABILITY	3					



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	APC	Description	Qty	Term	List Price	Disc %	Sale Price	Ext. Sale Price
1g	Q629BD	0142	ENH: AES ENCRYPTION AND ADP	3					
1h	QA09113AA	0142	ADD: BASELINE RELEASE SW	3					
1i	QA09000AG	0142	ADD: DIGITAL TONE SIGNALING	3					
1j	Q173CA	0142	ADD: SMARTZONE OMNILINK	3					
1k	QA09030AA	0142	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS*	3					
1l	H636AB	0142	ADD: APX NEXT APPLICATION BUNDLE PROMO+	3					
1m	H637AB	0142	ADD: RADIO CENTRAL PROGRAMMING PROMO CARVE OUT+	3					
1n	QA09016AA	0142	ADD: LTE FOR VERIZON LTE SERVICE	3					
1o	QA00569AP	0142	ADD: 7/800MHZ BAND	3					
1p	QA00570AW	0142	ADD: VHF BAND+	3					
2	NNTN9216A	0453	BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T	3		\$248.05	28.0%	\$178.60	\$535.80
3	SSV01P01407B	0712	SMARTPROGRAMMIN G PROMO+	3	1 YEAR	\$75.00	20.0%	\$60.00	\$180.00
4	SSV01P01406A	0712	SMARTCONNECT PROMO+	3	1 YEAR	\$75.00	20.0%	\$60.00	\$180.00
5	SSV01P01476A	0712	SMARTLOCATE PROMO+	3	1 YEAR	\$75.00	20.0%	\$60.00	\$180.00
6	SSV01P01902A	0712	SMARTMAPPING PROMO+	3	1 YEAR	\$75.00	20.0%	\$60.00	\$180.00



Line #	Item Number	APC	Description	Qty	Term	List Price	Disc %	Sale Price	Ext. Sale Price
7	SSV01P01685B	0612	ELIGIBLE FOR PROMO - CC AWARE STARTER+	3	1 YEAR	\$0.00	0.0%	\$0.00	\$0.00
8	LSV01S03446A	0723	APX NEXT DMS ESSENTIAL	3	5 YEARS	\$384.60	0.0%	\$384.60	\$1,153.80
9	LSV01P03092A	0724	RADIOCENTRAL PROGRAMMING PROMO	3	1 YEAR	\$32.04	0.0%	\$32.04	\$96.12
10	LSV01S03082A	0724	RADIOCENTRAL PROGRAMMING	3	4 YEARS	\$128.16	0.0%	\$128.16	\$384.48
11	LSV00Q00202A	0461	DEVICE PROGRAMMING	3		\$135.71	0.0%	\$135.71	\$407.13
12	PMMN4152A	0372	XVE500 DIV 1 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITHOUT KNOB, UL	3		\$707.00	28.0%	\$509.04	\$1,527.12
13	NNTN9199A	0785	IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA	3		\$169.56	20.0%	\$135.65	\$406.95
	APX™ 4500 Enhanced								
14	M22URS9PW1BN	0471	APX4500 ENHANCED 7/800 MHZ MOBILE	1		\$5,869.44	26.28 %	\$4,326.80	\$4,326.80
14a	GA00318AC	0185	ENH: 5 YEAR ESSENTIAL SVC	1					
14b	G996AS	0471	ENH: OVER THE AIR PROVISIONING	1					
14c	GA00580AA	0471	ADD: TDMA OPERATION	1					
14d	G67DQ	0471	ADD: REMOTE MOUNT O2 APXM	1					
14e	QA02756AD	0471	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	1					
14f	GA01606AA	0471	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	1					



Line #	Item Number	APC	Description	Qty	Term	List Price	Disc %	Sale Price	Ext. Sale Price
14g	B18CR	0471	ADD: AUXILIARY SPKR 7.5 WATT APX	1					
14h	GA00804AA	0471	ADD: APX O2 CH (GREY)	1					
14i	G444AH	0471	ADD: APX CONTROL HEAD SOFTWARE	1					
14j	W22BA	0471	ADD: STD PALM MICROPHONE APX	1					
14k	QA09113AB	0471	ADD: BASELINE RELEASE SW	1					
14l	G193AK	0471	ADD: ADP ONLY (NON- P25 CAP COMPLIANT) (US ONLY)	1					
14m	G174AD	0471	ADD: ANT 3DB LOW- PROFILE 762-870	1					
15	LSV00Q00202A	0461	DEVICE PROGRAMMING	1		\$60.00	0.0%	\$60.00	\$60.00

Grand Total **\$33,107.84(USD)**

Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$43,949.16	\$31,800.32
Year 2 Subscription Fee	\$326.88	\$326.88
Year 3 Subscription Fee	\$326.88	\$326.88
Year 4 Subscription Fee	\$326.88	\$326.88
Year 5 Subscription Fee	\$326.88	\$326.88
Grand Total System Price	\$45,256.68	\$33,107.84

Notes:



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

- Additional information is required for one or more items on the quote for an order.

+ Promotional pricing for 1 year Application Service trial.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

- **Any associated promotions for SmartConnect, SmartProgramming, SmartMessaging, SmartMapping, SmartLocate, ViQi Virtual Partner, RadioCentral or CommandCentral Aware are valid only for orders placed on or before December 31, 2023. A new quote is required if the order is placed beyond this date.**
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



APX NEXT RADIO SOLUTIONS

Overview

APX NEXT is Motorola Solutions' next-generation P25 platform purpose-built for first responders to access and act on information while maintaining focus in critical situations. Across all aspects of the radio experience—deployment, operation, maintenance, and evolution—APX NEXT brings critical advancements to usability and performance. Equipped with broadband, LTE, Wi-Fi, Bluetooth 5.0, and GPS capabilities, APX NEXT extends future-ready performance, applications, and full interoperability to the field and control room to transform accurate data into smarter action.

Key benefits of the APX NEXT include the following:

- **SmartTouch Experience** – Easier operation centered around a redefined 3.6" impact resistant touch display and shallow menu hierarchy. This cleaner and more intuitive visual layout increases the usability of the APX NEXT radio and helps users find the information they need without pause or distraction.
- **Ruggedized, Ergonomic Design** – Increased personnel safety and efficiency with an improved T-Grip ergonomic design, full-color top display, and tactile knobs for efficient use in emergency situations. Patented touch technology enables for reliable gloved use, while also making the screen immune to false actuations from water, snow, ice, or debris. The APX Next device meets the same MIL standards for ruggedization achieved by Motorola Solutions' APX platform radios.
- **Easy Fleet Management** – Easier and quicker radio provisioning, remote software updates, and streamlined management reduce downtime and support control center staff. Motorola Solutions' Device Management Services (DMS) maximize the effectiveness of APX NEXT, reducing maintenance risk, workload, and total cost of ownership. DMS brings RadioCentral (RC) programming to APX NEXT, as well, supporting faster provisioning and deployment to get devices in the hands of responders and out into the field.
- **Secure Communications** – Hardened End-to-End security allows only authorized units in the system to listen to transmissions. Real-time security provides seamless protection from the device and data in transit to the cloud and the LMR system

Evolving with Applications Services

APX NEXT Application Services enhance device capabilities and improve user experience. These applications are subscription-based offerings for easier optimization and scaling to meet evolving needs.

SmartConnect

First responders need to know that they are covered and supported with critical intelligence no matter where the mission takes them. The SmartConnect application keeps users connected and maintains critical LMR features through a broadband connection by extending Land Mobile Radio (LMR) networks for voice and data coverage outside normal LMR service areas. By seamlessly switching between P25 LMR and LTE cellular networks, SmartConnect extends reliable PTT communications as radio users roam onto supported broadband networks. Authentication, status, talkgroups, and encryption are all preserved automatically, without interruptions or resets to ensure that end users continue to have access to the critical features they need in emergency situations.

SmartLocate

The SmartLocate application provides dispatchers with accurate location data over a broadband network, enabling better tracking of field personnel and improved situational awareness. By using the broadband



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network and CommandCentral Aware integration, SmartLocate can quickly send GPS coordinate updates and location information from the field to dispatchers to create a more effective operating picture of any situation. This gives dispatchers a greater ability to manage incidents and efficiently dispatch available units with confidence that resources are allocated where necessary. Access to CommandCentral Aware is not included with a SmartLocate subscription.

SmartProgramming

Leveraging DMS and RadioCentral provisioning capabilities, the SmartProgramming application allows APX NEXT radios to be updated anywhere within an agency's local LTE network coverage area. APX NEXT devices no longer need to be tied to a computer via USB cable, limited to WiFi network coverage, or gated by Land Mobile Radio (LMR) bandwidth. SmartProgramming allows the APX NEXT device to take advantage of LTE broadband data speeds to pull programming jobs from RadioCentral devices in minutes.

SmartMapping

The SmartMapping application provides precise and accessible location information for field users on APX NEXT's modernized map interface, improving situational awareness and informing response. Users can see their own location and the location/status of other officers at a glance and immediately tap to communicate with these personnel. SmartMapping streamlines engagement by providing access to the application directly from the APX NEXT radio's home screen to best support users wherever the mission takes them.



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



**REGULAR CITY COUNCIL MEETING
JANUARY 16, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Vehicle for the Sportsplex through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$44,905.

Background/Description: 2024 Ford Transit 150 Cargo Van

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted, Sportsplex Capital

ATTACHMENTS:

1. 01-16-24 24-xxx Authorize Purchase Vehicle Sportsplex State Bid
2. 2024.01.11 Quote - Sportsplex - Stivers Ford Lincoln 2024 Ford Transit Cargo Van

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
VEHICLE FOR THE SPORTSPLEX
THROUGH STATE BID FROM STIVERS FORD LINCOLN, INC.
IN THE AMOUNT OF \$44,905**

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 One (1) Vehicle for the Sportsplex from Stivers Ford Lincoln, Inc., through Alabama State Bid in a total amount of \$44,905.00;
2. That the Mayor is hereby authorized to approve payment to Stivers Ford Lincoln, Inc., in the amount of \$44,905.00 for One (1) 2024 Ford Transit 150 Cargo Van;
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 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 TRANSIT 150 CARGO VAN

CONTRACT NUMBER: MA220000003128-10

CONTRACT AMOUNT: \$42,035

INCLUDES: FORD TRANSIT 150 FULL SIZE CARGO VAN WITH STANDARD HEIGHT ROOF, 130" WHEELBASE, REAR WHEEL DRIVE,

STATE CONTRACT PRICE (T191)

\$ 42,035.00

X

SPECIFICATIONS

101A	Preferred Equipment Package, XL Trim	NC	X
998	3.5L PFDI V6 Engine	NC	X
44U	10 Speed Transmission	NC	X
TC8	.235/65R16C BSW	NC	X
X73	3.73 Non-LS	NC	X
96D	Load Area Protection Package - Includes Full Height Polypropylene Cargo Area Panels	\$ 395.00	X
16E	Vinyl F/R Floors	NC	X
17A	Fixed Rear Glass	\$ 250.00	X
17P	Tie Cargo Hooks	\$ 25.00	X
53B	HD Trailer Tow Package	\$ 485.00	X
96D	8670# GVWR	NC	X
86F	2 Additional Keys	\$ 75.00	X

COLOR

YZ Oxford White NC X

INTERIOR

VK Vinyl - Palazzo Gray NC X

STIVERS OPTIONS

PBH	Bulkhead - Steel Perforated Partition between Cargo and Front Seat Area	\$ 995.00	X
SC1	Wire Mesh Screens for Fixed Rear Glass	\$ 259.00	X
KM1	46"H X 42"W X 14"D Shelf Installed in Cargo Drivers Side	\$ 745.00	
LR1	Roof Mounted Ladder Rack (Fixed) - 3 Bar Rack with Rear Roller Bar	\$ 1,285.00	
4C1	Four Corner Strokes	\$ 829.00	

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

193 miles

\$ 386.00

X

Delivery Address: 4389 William Silvers Parkway, Orange Beach, AL 36561

TOTAL VEHICLE (Required) \$ 44,905

Customer: Scott Stacy

Contact: Scott Stacy

Phone: 251-747-0650

Email: sstacy@orangebeachal.gov

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

Signature:

Date (Required):

Purchase Order No.

Quantity (Required):



**REGULAR CITY COUNCIL MEETING
JANUARY 16, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of Two Vehicles for the Utilities Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$125,591.

Background/Description:

One (1) 2024 Ford F-250 Super Crew 4x4 Pickup Truck - \$61,954.00 for Plant crew
One (1) 2024 Ford F-250 Super Crew 4x4 Pickup Truck - \$63,637.00 for Field crew

Action Options/Recommendation:

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

ATTACHMENTS:

1. 01-16-24 24-xxx Authorize Purchase Two Vehicles Utilities State Bid
2. 2024.01.11 Quote - Utilities Field - Stivers Ford Lincoln 2024 Ford F250 Pickup Truck
3. 2024.01.11 Quote - Utilities Plant - Stivers Ford Lincoln 2024 Ford F250 Pickup Truck

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
TWO VEHICLES FOR THE UTILITIES DEPARTMENT
THROUGH STATE BID FROM STIVERS FORD LINCOLN, INC.
IN THE AMOUNT OF \$125,591**

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 Two (2) Vehicles for the Utilities Department from Stivers Ford Lincoln, Inc., through Alabama State Bid in a total amount of \$125,591.00;
2. That the Mayor is hereby authorized to approve payment to Stivers Ford Lincoln, Inc., in the amount of \$61,954.00 for One (1) 2024 Ford F-250 Super Crew 4x4 Pickup Truck;
3. That the Mayor is hereby authorized to approve payment to Stivers Ford Lincoln, Inc., in the amount of \$63,637.00 for One (1) 2024 Ford F-250 Super Crew 4x4 Pickup Truck;
4. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
5. 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

PLANT
STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

2024 FORD F250 SUPER CREW 4x4 PICKUP - MODEL W2B

CONTRACT NUMBER: 220000003128-22

STATE CONTRACT: T191

CONTRACT AMOUNT: \$47,738

INCLUDES: XL 600A, Crew Cab 4x4, 6.8L V8 PFI Gas Engine, 10 Spd AutoTransmission, 6.75' Box, Power Windows & Door Locks, Keyless Entry, Cruise Control, Vinyl Flooring, Vinyl 40/20/40 Seat, AM/FM Radio, Bluetooth, Rear View Camera, Trailer Tow Package 4/7 Pin, Trailer Brake Controller

STATE CONTRACT PRICE (T191)

\$ 47,738

☒

FACTORY OPTIONS

18B	Platform Running Boards	\$	445
66S	Upfitter Switches (Requires 67E Alternator)	\$	165
67E	250 Amp. Alternator (w/ Upfitter Switches 66S)	\$	85
43C	120V / 400W Outlet	\$	175
76C	Backup Alarm	\$	175
592	Roof Clearance Lights	\$	95
43K	Pro Power Onboard 2KW - Includes Dual Alternator, Requires 86M Dual Battery	\$	985
86M	Dual Batteries - Included w/ Diesel Engines, Requires 67B 410 Amp Dual Alternator or Pro Power 43K on Gas	\$	210
67B	410 Amp Dual Alternator w/ 86M Dual Batteries	\$	115
66L	LED Box Lighting	\$	60
76S	Remote Start	\$	250
53W	5th Wheel / Gooseneck Hitch Prep Package - Includes: Five (5) Pickup Bed Attachment Points, One (1) Frame Under Bed Cross Member, & One (1) Integrated 7-Pin Connector On Driver's Side Bed Wall	\$	550
15J	Gooseneck Hitch Kit - Requires 53W 5th Wheel / Gooseneck Hitch Prep Kit	\$	250
15L	5th Wheel Hitch - Requires 53W, 68U, & 8' Truck Bed (176" Wheelbase)	\$	1,345
68U	F250 > 10K GVWR Package	\$	100
85G	Tailgate Step (Includes Step & Handle)	\$	375
96D	XL Driver Assist Package- Includes Automatic High Beam, Pre-Collision Assist	\$	730
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

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WHEEL BASE OPTIONS:

160	6 3/4' Box (Standard Box On Contract)	Standard
176	8.0' Box	\$ 680

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DRIVE TRAIN OPTIONS:

99A	6.8L V8 PFI Gas Engine (N/A with XLT)	XL Standard
X37	3.73 Regular Axle (Standard w/ 6.8L Gas Engine)	Standard
X3E	3.73 Electronic Locking Axle (Optional w/ 6.8L Gas Engine)	\$ 430
99N	7.3 L V8 430 Horsepower Gas Engine (Standard with XLT)	\$ 1,705
X37	3.73 Regular Axle (Standard w/ 7.3L Gas Engine)	NC
X3E	3.73 Electronic Locking Axle (Optional w/ 7.3L Gas Engine)	\$ 430
99T	6.7L V8 Diesel Engine (State Contract Diesel Option - 220000003128-23)	\$ 9,301
X31	3.31 Regular Axle (Standard w/ 6.7L Diesel Engine)	NC
X3H	3.31 Electronic Locking Axle (Optional w/ 6.7L Diesel Engine)	\$ 430
99M	6.7L High Output V8 Diesel Engine	\$ 12,495
X31	3.31 Regular Axle (Standard w/ 6.7L High Output Diesel Engine)	NC
X3H	3.31 Electronic Locking Axle (Optional w/ 6.7L High Output Diesel Engine)	\$ 430
41H	Heater, Engine Block	\$ 100
TD8	LT245/75Rx17E BSW A/S	XL Standard
TBM	LT245/75Rx17E BSW A/T (XL Option) ^o	\$ 165
TCH	LT275/65Rx18E BSW A/S	XLT Standard
TDX	LT275/70Rx18E BSW A/T (XLT Option)	\$ 265

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PLANT
STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

PACKAGE OPTIONS

17S	STX Appearance Package - Includes: 18" Ebony Black Painted Aluminum Wheels, LT275/70R18E BSW A/T, Body-Color Front & Rear Bumpers, Painted Grill, Upgraded Interior Door Panels, 360-Degree Camera Pkg, Automatic High Beam, BLIS, Pre-Collision w/ Automatic Emergency Braking, Reverse Brake Assist, Boxlink Color Coordinated Full Carpet w/ Floor Mats, Cloth 40/20/40 Split Bench w/ Center Armrest Cupholder/Storage LED Box Lighting, LED High-Mount Stop Lamp, LED Fog Lamps, LED Reflector Lamps, 10,000 GVWR Pkg	\$	5,115	☐
17X	FX4 Off-Road Pkg - Requires A/T Tire Option & E-Lock Axle. Includes: Hill Descent Control, Skid Plates for Transfer Case & Fuel Tank, Off-Road Specifically Tuned Front/Rear Shock Absorbers, & FX4 Box Decal	\$	495	☐
603A	XLT 603A Package - All XL Content Plus: Front & Rear Chrome Bumpers, Chrome Grill, Halogen Fog Lamps, 18" Sparkle Silver Painted Cast Aluminum Wheels w/ Bright Hub Covers & Ornaments, BoxLink, Co-Pilot 360, 12V/400W Outlets - Dashmount & Rear Console, Color Coordinated Full Carpet w/ Floor Mats, Front Seats - High Series Cloth 40/20/40 Split Bench w/ 20% Under Seat Storage, Center Armrest w/ Cupholder & Storage, 8 Way Power Driver Front Seat, Rear Fixed Privacy Glass, & SecuriCode Keyless Entry Keypad	\$	6,564	☐

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	☐
AT	Yellow	\$	660	☐
BY	School Bus Yellow	\$	660	☐
E4	Vermillion Red	\$	660	☐
GR	Green	\$	660	☐
W6	Green Gem	\$	660	☐
MB	Orange	\$	660	☐
D4	Rapid Red Metallic Tinted Clearcoat (XLT Only)	\$	495	☐

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)	\$ 315	☐
1S	40/20/40 Cloth Seats - Medium Dark Slate (Only Choice for STX - No Charge)	NC for STX	☐
4S	40/Console/40 Cloth Seat - Medium Dark Slate (XL)	\$ 615	☐
3S	40/20/40 Cloth Seats - Medium Dark Slate (XLT)	XLT Standard	☐
3J	40/20/40 Cloth Seats - Baja (XLT)	NC	☐
2S	40/Console/40 Cloth Seat - Medium Dark Slate (XLT)	\$ 300	☐
2J	40/Console/40 Cloth Seat - Baja (XLT)	\$ 300	☐

PLANT
STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

STIVERS FORD PACKAGES:

LED	4 Corner LED Strobe Lights	\$	665	☒
FM1	Heavy Duty Rubber Floor Mats	\$	199	☐
TB1	Tool Box - Deep Well (18")	\$	595	☐
TB2	Tool Box - Standard (15")	\$	525	☐
BL1	Bed Liner - Drop In - (6-3/4 Bed)	\$	315	☐
BL4	Bed Liner - Drop In - (8' Bed)	\$	335	☐
BL2	Spray-in Bed Liner - (6-3/4" Bed)	\$	695	☒
BL3	Spray-in Bed Liner - (8' Bed)	\$	695	☐
TN1	Tonneau Cover - Non Folding Hardshell	\$	1,895	☐
TN2	Tonneau Cover - Retractable	\$	1,685	☐
TN3	Tonneau Cover - Tri Fold	\$	1,389	☐
BSL	Bed Slide	\$	1,595	☐
TG1	Liftgate - Maxon		Request	☐
CAM	Camper Shell w/ Sliding Windows	\$	2,930	☐
BGW	Brush Guard Bumper w/ Winch	\$	2,839	☐

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

Delivery Address:

WILL PICK UP

TOTAL VEHICLE (Required)

61,954

Customer:

Contact:

Phone:

Email:

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required)

DATE (Required):

PURCHASE ORDER NUMBER: (Required)

QUANTITY (Required)

FIELD CREW
STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

Last Updated 8/7/2023
Revision 24.0

2024 FORD F250 SUPER CREW 4x4 PICKUP - MODEL W2B

CONTRACT NUMBER: 220000003128-22

STATE CONTRACT: T191

CONTRACT AMOUNT: \$47,738

INCLUDES: XL 600A, Crew Cab 4x4, 6.8L V8 PFI Gas Engine, 10 Spd AutoTransmission, 6.75' Box, Power Windows & Door Locks, Keyless Entry, Cruise Control, Vinyl Flooring, Vinyl 40/20/40 Seat, AM/FM Radio, Bluetooth, Rear View Camera, Trailer Tow Package 4/7 Pin, Trailer Brake Controller

STATE CONTRACT PRICE (T191)

\$ 47,738

X

FACTORY OPTIONS

18B	Platform Running Boards	\$	445	X
66S	Upfitter Switches (Requires 67E Alternator)	\$	165	X
67E	250 Amp. Alternator (w/ Upfitter Switches 66S)	\$	85	
43C	120V / 400W Outlet	\$	175	X
76C	Backup Alarm	\$	175	
592	Roof Clearance Lights	\$	95	X
43K	Pro Power Onboard 2KW - Includes Dual Alternator, Requires 86M Dual Battery	\$	985	
86M	Dual Batteries - Included w/ Diesel Engines, Requires 67B 410 Amp Dual Alternator or Pro Power 43K on Gas	\$	210	X
67B	410 Amp Dual Alternator w/ 86M Dual Batteries	\$	115	X
66L	LED Box Lighting	\$	60	
76S	Remote Start	\$	250	
53W	5th Wheel / Gooseneck Hitch Prep Package - Includes: Five (5) Pickup Bed Attachment Points, One (1) Frame Under Bed Cross Member, & One (1) Integrated 7-Pin Connector On Driver's Side Bed Wall	\$	550	
15J	Gooseneck Hitch Kit - Requires 53W 5th Wheel / Gooseneck Hitch Prep Kit	\$	250	
15L	5th Wheel Hitch - Requires 53W, 68U, & 8' Truck Bed (176" Wheelbase)	\$	1,345	
68U	F250 > 10K GVWR Package	\$	100	X
85G	Tailgate Step (Includes Step & Handle)	\$	375	X
96D	XL Driver Assist Package- Includes Automatic High Beam, Pre-Collision Assist	\$	730	
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	

WHEEL BASE OPTIONS:

160	6 3/4' Box (Standard Box On Contract)	Standard	X
176	8.0' Box	\$ 680	

DRIVE TRAIN OPTIONS:

99A	6.8L V8 PFI Gas Engine (N/A with XLT)	XL Standard	
X37	3.73 Regular Axle (Standard w/ 6.8L Gas Engine)	Standard	
X3E	3.73 Electronic Locking Axle (Optional w/ 6.8L Gas Engine)	\$ 430	
99N	7.3 L V8 430 Horsepower Gas Engine (Standard with XLT)	\$ 1,705	
X37	3.73 Regular Axle (Standard w/ 7.3L Gas Engine)	NC	
X3E	3.73 Electronic Locking Axle (Optional w/ 7.3L Gas Engine)	\$ 430	
99T	6.7L V8 Diesel Engine (State Contract Diesel Option - 220000003128-23)	\$ 9,301	X
X31	3.31 Regular Axle (Standard w/ 6.7L Diesel Engine)	NC	
X3H	3.31 Electronic Locking Axle (Optional w/ 6.7L Diesel Engine)	\$ 430	
99M	6.7L High Output V8 Diesel Engine	\$ 12,495	
X31	3.31 Regular Axle (Standard w/ 6.7L High Output Diesel Engine)	NC	
X3H	3.31 Electronic Locking Axle (Optional w/ 6.7L High Output Diesel Engine)	\$ 430	
41H	Heater, Engine Block	\$ 100	
TD8	LT245/75Rx17E BSW A/S	XL Standard	
TBM	LT245/75Rx17E BSW A/T (XL Option)	\$ 165	X
TCH	LT275/65Rx18E BSW A/S	XLT Standard	
TDX	LT275/70Rx18E BSW A/T (XLT Option)	\$ 265	

FIELD CREW
STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

PACKAGE OPTIONS

17S	STX Appearance Package - Includes: 18" Ebony Black Painted Aluminum Wheels, LT275/70Rx18E BSW A/T, Body-Color Front & Rear Bumpers, Painted Grill, Upgraded Interior Door Panels, 360-Degree Camera Pkg, Automatic High Beam, BLIS, Pre-Collision w/ Automatic Emergency Braking, Reverse Brake Assist, Boxlink Color Coordinated Full Carpet w/ Floor Mats, Cloth 40/20/40 Split Bench w/ Center Armrest Cupholder/Storage LED Box Lighting, LED High-Mount Stop Lamp, LED Fog Lamps, LED Reflector Lamps, 10,000 GVWR Pkg	\$	5,115	☐
17X	FX4 Off-Road Pkg - Requires A/T Tire Option & E-Lock Axle. Includes: Hill Descent Control, Skid Plates for Transfer Case & Fuel Tank, Off-Road Specifically Tuned Front/Rear Shock Absorbers, & FX4 Box Decal	\$	495	☐
603A	XLT 603A Package - All XL Content Plus: Front & Rear Chrome Bumpers, Chrome Grill, Halogen Fog Lamps, 18" Sparkle Silver Painted Cast Aluminum Wheels w/ Bright Hub Covers & Ornaments, BoxLink, Co-Pilot 360, 12V/400W Outlets - Dashmount & Rear Console, Color Coordinated Full Carpet w/ Floor Mats, Front Seats - High Series Cloth 40/20/40 Split Bench w/ 20% Under Seat Storage, Center Armrest w/ Cupholder & Storage, 8 Way Power Driver Front Seat, Rear Fixed Privacy Glass, & SecuriCode Keyless Entry Keypad	\$	6,564	☐

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	☐
AT	Yellow	\$	660	☐
BY	School Bus Yellow	\$	660	☐
E4	Vermillion Red	\$	660	☐
GR	Green	\$	660	☐
W6	Green Gem	\$	660	☐
MB	Orange	\$	660	☐
D4	Rapid Red Metallic Tinted Clearcoat (XLT Only)	\$	495	☐

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)	\$	315	☐
1S	40/20/40 Cloth Seats - Medium Dark Slate (Only Choice for STX - No Charge)	NC for STX		☐
4S	40/Console/40 Cloth Seat - Medium Dark Slate (XL)	\$	615	☐
3S	40/20/40 Cloth Seats - Medium Dark Slate (XLT)	XLT Standard		☐
3J	40/20/40 Cloth Seats - Baja (XLT)	NC		☐
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TB2	Tool Box - Standard (15")	\$	525	☐
BL1	Bed Liner - Drop In - (6-3/4 Bed)	\$	315	☐
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TN2	Tonneau Cover - Retractable	\$	1,685	☐
TN3	Tonneau Cover - Tri Fold	\$	1,389	☐
BSL	Bed Slide	\$	1,595	☐
TG1	Liftgate - Maxon	Request		☐
CAM	Camper Shell w/ Sliding Windows	\$	2,930	☐
BGW	Brush Guard Bumper w/ Winch	\$	2,839	☒

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

Delivery Address: WILL PICK UP

TOTAL VEHICLE (Required)

63,637

Customer:

Contact:

Phone:

Email:

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required)

DATE (Required):

PURCHASE ORDER NUMBER: (Required)

QUANTITY (Required)



**REGULAR CITY COUNCIL MEETING
JANUARY 16, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Van Scoyoc Associates, Inc., for consulting services.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-16-24 24-xxx Authorize Professional Services Agreement Van Scoyoc Associates Lobbyist
2. 2023.12.18 Professional Services Agreement Van Scoyoc Associates Lobbyist

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
VAN SCOYOC ASSOCIATES, INC., FOR CONSULTING SERVICES**

FINDINGS:

1. The City Council for the City of Orange Beach, Alabama, has reviewed the performance of Van Scoyoc Associates, Inc., as consultants and advisors with regard to various federal agencies and legislative issues.
2. After having reviewed such performance, the City Council has determined that the continuing services of Van Scoyoc Associates, Inc., are in the best interests 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 (attached Exhibit A) in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Van Scoyoc Associates, 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 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 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 Van Scoyoc Associates, a corporation duly formed and existing under the laws of the District of Columbia (hereinafter the "Contractor"), as follows:

1. Recitals.

WHEREAS, the City desires to engage Contractor to provide representation and public affairs support concerning various federal legislative issues;

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. Retainer.

The City hereby retains Contractor as consultants and advisors with regard to various federal legislative issues.

3. Consulting Services to be Performed.

Contractor undertakes to monitor and evaluate various federal legislative issues and to advise the City on the components of an agency and legislative plan and the appropriate strategy necessary to achieve the goals of such a plan.

Contractor will perform such other services with regard to federal legislative issues as are mutually agreed to between the Contractor and the City.

4. Compensation.

As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid the sum of \$6,000.00 per month, plus actual and reasonable expenses. For the purposes of this Agreement, reasonable expenses include charges for telephone, fax and transportation expenses actually incurred in the performance of services under this Agreement and directly attributable thereto. The City represents and warrants that these payments shall not be made with federally appropriated funds.

Contractor agrees to abide by the City's established travel policies, and agrees that any long-distance travel and entertainment must be approved in advance by the City Administrator.

Contractor shall be paid monthly, in advance, upon the City's receipt of a properly documented invoice.

5. Term.

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

6. Independent Contractor.

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.

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.

7. Insurance.

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.

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.

8. 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.

9. 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. It is understood that Contractor will be required to register on behalf of the City under the terms of the Lobbying Disclosure Act of 1995, as amended (2 USC §1601 et seq.) and any subsequent laws or regulations.

10. Termination.

Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement and have no further obligation to Contractor.

This Agreement may also 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.

11. 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.

12. 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 both parties.

13. 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.

14. 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.

15. 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.

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

Copy to:

City Clerk
Post Office Box 458
Orange Beach, AL 36561

City Attorney
P.O. Box 458
Orange Beach, AL 36561

And to Contractor:

Van Scoyoc Associates, Inc.
800 Maine Avenue, SW, Suite 800
Washington, DC 20024
Attn: Brian Robinson, General Counsel

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the ____ day of _____, 2024.

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

VAN SCOYOC ASSOCIATES, INC.

By: _____
H. Stewart Van Scoyoc
Chairman, Founder, and CEO

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 _____, 2024.

(SEAL)

Notary Public, State of Alabama
My Commission Expires: _____

STATE OF _____
COUNTY OF _____

I, the undersigned Notary Public, in and for the District of Columbia, hereby certify that H. Stewart Van Scoyoc, whose name as President of Van Scoyoc Associates, a District of Columbia corporation, 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 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 _____, 2024.

(SEAL)

Notary Public
My Commission Expires: _____



**REGULAR CITY COUNCIL MEETING
JANUARY 16, 2024**

Departments: City Attorney

Description of Topic: Resolution authorizing execution of a professional services agreement with Adams and Reese, LLP, for federal and state governmental relations and consulting services.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Unbudgeted, Admin Professional Services

ATTACHMENTS:

1. 01-16-24 24-xxx Authorize Professional Services Agreement Adams and Reese Lobbyist
2. 2024.01.11 Professional Services Agreement Adams and Reese Lobbyist

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH ADAMS AND REESE, LLP, FOR
FEDERAL AND STATE GOVERNMENTAL RELATIONS AND CONSULTING SERVICES**

FINDINGS:

1. The City Council for the City of Orange Beach, Alabama, has reviewed the Federal and State Government Relation and Consulting proposal from Adams and Reese, LLP.
2. The City Council desires to utilize the services of Adams and Reese, LLP, to provide the City with governmental relations and consulting services during the regular and special legislative sessions at both the State and Federal level.
3. The term of this agreement shall be for the period commencing February 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 Mayor and City Clerk to execute and attest, respectively, the agreement (attached Exhibit A) in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Adams and Reese, LLP, 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 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 CONTRACT

This Agreement is made and entered into by and between the City of Orange Beach, an Alabama municipal corporation (the “City”) and Adams and Reese, LLP, a Limited Liability Partnership (sometimes hereinafter “Contractor”), as follows:

1. Recitals.

WHEREAS, Contractor is a consulting firm that employs one or more attorneys and government relations advisors to provide representation and public affairs support concerning projects and legislative matters of interest to the City at the State and Federal level;

WHEREAS, Contractor provides Federal and State Governmental Relations and Consulting Services;

WHEREAS, the City desires to engage Contractor to provide said services on the terms and conditions as set out herein.

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 lobbyists, direct representation and public affairs support services concerning legislative issues, more particularly described below. Contractor will use its best efforts in representing City and:

Federal Representation

- (a) Work with the Mayor and Council, and other designated staff, to discuss projects of importance to Orange Beach, both on-going and potential projects;
- (b) Work with the City’s current grants and federally funded projects team and perform a review of the City’s current process for submitting projects for Congressionally directed appropriations, evaluate its effectiveness, if needed refine the process going forward so the City is fully utilizing all its resources possible, and ensuring all their efforts will thoroughly compliment the City’s current efforts;
- (c) Work to present funding opportunities to the City on an ongoing basis for consideration based on the City’s priorities with direct input from Members of Congress and their staffs. Contractor will work with Members, and staffers as wells as state officials where needed regarding all funding requests, as well as with specific Executive Branch and agency contacts;
- (d) Organize and arrange visits by authorized representatives of the City to Washington, D.C. to visit with the Alabama Federal Delegation, House and Senate leadership and appropriate Executive Branch or Committee staff on each project or funding opportunity being pursued on behalf of the City;
- (e) Work through the legislative year with the Alabama Federal Delegation, House and Senate leadership, Committee and Subcommittee Staff and appropriate agency officials to help ensure the success , and their support, for the City’s projects and priorities;
- (f) Monitor and engage on behalf of the City on various authorization and regulatory issues identified as important to the City during the course of the legislative year. Contractor

will provide regular updates on issues of importance to the City as they occur in Washington, D.C.;

State Representation

- (g) Develop a strategy in advance of the State legislative session based on the priorities of the City then implement and monitor the session(s) and committee hearings to provide real-time updates during the session on issues of importance to the City;
- (h) Report findings from meetings or other special events to keep the City updated on a regular basis. Contractor's professionals will remain immediately available to answer questions concerning legislative activity that could impact the City throughout the session;
- (i) Work with Alabama League of Municipalities on specific issues and legislation of importance to the City;
- (j) Represent the City at public hearings in Montgomery, and presenting the City's point of view to lawmakers, other decisions makers, agency representatives and the public;
- (k) Provide the City with the advanced notice needed to act quickly on issues critical to issues of importance to the City or items of concern to the City;
- (l) Assist in developing and promoting legislation important to the City's continued growth and success, including assistance with any local legislation;
- (m) Provide issue management, research services and other consulting services when needed to ensure a seamless integration between efforts made on behalf of the City at both State and Federal levels

Implementation

- (n) Contractor will take the following actions within the initial 30 days of this agreement:
 - (1) Meet with designated City representative(s) to review and discuss all pending, potential, and/or recent funding requests congressionally directed appropriation requests and discuss other pressing matters of importance to the City;
 - (2) Fully evaluate the City's current grant evaluating and submission process in order to strengthen its efficiency and provide comprehensive analysis and funding strategy going forward at both the Federal and State level;
 - (3) Contact appropriate Congressional and Senate staff members to ensure the Member and Senators are aware of any current pending funding requests and solicit and confirm their support for the requested funding as well as with all state agencies and state officials where needed.
 - (4) When appropriate, contact any federal or state agency representatives and arrange de-briefings to have the agency review the reasons any recently submitted funding requests were not awarded and evaluate if a modified grant application should be prepared and submitted for any subsequent funding opportunities.

3. Warranties and Representations.

Contractor warrants and represents that:

- (a) Contractor and all of its agents and employees will abide by all laws relating to the activities to be performed under this agreement, including where applicable, registration with the Alabama Ethics Commission;
- (b) Contractor will promptly report to City any complaints or investigations initiated by the Alabama Ethics Commission or other regulatory body;
- (c) Contractor will disclose in writing to Mayor and City Administrator any conflict of interest should the same arise during the term of this contract, and advise how Contractor proposes to handle such conflict;

4. Compensation.

As full and total compensation for the services to be provided pursuant to this agreement, Contractor shall be paid \$9,750.00 monthly, plus actual and reasonable expenses approved in advance by the City or its authorized representatives. Said payments shall be made upon receipt of an Invoice from Contractor. All out of state travel must be approved in advance by the Mayor.

5. Term.

The term of this agreement shall commence on February 1, 2024, and end on December 31, 2024, unless terminated earlier in accordance with paragraph 10.

6. 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.

7. Insurance.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect general liability insurance and workman's compensation insurance as required by law.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. Severability.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

14. 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 will be Baldwin County, Alabama.

15. 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.

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, Alabama 36561

With Required Copy to:

City Attorney
Post Office Box 458
Orange Beach, Alabama 36561

And to Contractor:

Adams and Reese, LLP
11 North Water Street
Suite 23200
Mobile, Alabama 36602

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the _____ day
of _____, 2024.

CITY OF ORANGE BEACH,
An Alabama Municipal Corporation

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

ADAMS AND REESE, LLP

By: _____
C. Britton Bonner, Partner

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 _____, 2024.

(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 C. Britton Bonner, whose name as Partner of Adams and Reese, LLP, a limited liability partnership, 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 _____, 2024.

(SEAL)

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



**REGULAR CITY COUNCIL MEETING
JANUARY 16, 2024**

Departments: City Clerk

Description of Topic: Resolution declaring dumbbells owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to the Orange Beach Board of Education.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-16-24 24-xxx Donate Surplus Dumbbells OBBOE City School System

RESOLUTION NO. 24-xxx

**A RESOLUTION DECLARING DUMBBELLS
OWNED BY THE CITY OF ORANGE BEACH AS SURPLUS AND UNNEEDED
AND AUTHORIZING THE DONATION OF SAID PROPERTY
TO THE ORANGE BEACH BOARD OF EDUCATION**

FINDINGS:

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

DEPARTMENT	ITEM DESCRIPTION	QTY	NOTES
EXPECT EXCELLENCE	STRAIGHT BAR DUMBBELLS & RACK	SET	15-50 LBS. IN 5-LB. INCREMENTS

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 Orange Beach City Schools athletic program has expressed a need for exercise equipment.
4. Orange Beach City Council has determined that donating surplus equipment to the City School System 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 Orange Beach Board of Education 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



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



**Orange Beach City Council
Meeting – January 16, 2024**

**Case No. 1203-PUD-23
Turquoise Place North PUD
Preliminary and Final PUD Approval**

Owner:

October Investments LLC
P.O. Box 250
Orange Beach, AL 36561
(251) 989-3055
lwireman@cariberesort.com

City of Orange Beach
4099 Orange Beach Blvd.
Orange Beach, AL 36561
(251) 981-6979

Applicant:

Forrest Daniell & Associates PC
Forrest Daniell
8007 American Way
Daphne, AL 36526
(251) 625-6490
forrest@fdaniell.com

Property Address:

Perdido Beach Blvd. North (Lot 1)
Perdido Beach Blvd. North (Lot 2)
Perdido Beach Blvd. North (Lot 3)
Perdido Beach Blvd. North (Lot 4)
Perdido Beach Blvd. North (Lot 5)
Perdido Beach Blvd. North (Lot 6)
Perdido Beach Blvd. North (Lot 7)
Perdido Beach Blvd. North (Lot 8)
Perdido Beach Blvd. North (Lot 9)
Perdido Beach Blvd. South

Tax Parcel:

05-65-02-09-0-002-044.002
05-65-02-09-0-002-044.001
05-65-02-09-0-002-044.000
05-65-02-09-0-002-043.000
05-65-02-09-0-002-042.000
05-65-02-09-0-002-041.000
05-65-02-09-0-002-040.002
05-65-02-09-0-002-040.001
05-65-02-09-0-002-040.000
05-65-02-09-0-002.068.011

PPIN:

313406
313405
41615
41617
22708
41616
118914
118915
22707
273826

I. GENERAL INFORMATION

Request: Preliminary and Final PUD Approval

Forrest Daniell & Associates PC, on behalf of October Investments LLC and the City of Orange Beach, requests preliminary and final PUD approval to rezone 18.5 acres located at 26303 and 26427 Perdido Beach Boulevard from Single-Family Residential (RS-1) to Planned Unit Development (PUD) for a 7-story, 90-unit condominium along with amenities and to rezone 1.2 acres located at 26302 Perdido Beach Boulevard to PUD for a 3-story, 2-unit condominium along with amenities and parking for beach access.

Planning Commission:	The Planning Commission held a public hearing and considered this application at its regular meeting on December 11, 2023. There were 14 participants in the public hearing, with more than half speaking in opposition. <u>The Planning Commission approved its motion for favorable recommendation.</u> The vote was 7-1.
Location:	The PUD will be located on the north and south sides of Perdido Beach Boulevard. The north side is across the street from Turquoise Place Condominium and is situated between St. Thomas by the Sea Catholic Church and a single-family residential area to the east and the Palm Harbor residential subdivision to the west. The north side covers nearly 18.5 acres and is presently vacant but has been utilized for parking and a construction laydown area in the past. The south side covers nearly 1.2 acres and is located between the Turquoise Place Condominium to the east and The Palms Condominium to the west. This beachfront site is presently utilized as a beach access area and also as a loading access area for Turquoise Place Condominium.
Present Zoning:	North Side: RS-1 (Single-Family Residential) South Side: PUD (Planned Unit Development – <i>Turquoise Place</i>)
Present Use:	North Side: Vacant South Side: Beach Access Area
Future Land Use:	North Side: Residential Mixed <i>The Residential Mixed land use designation allows for a variety of residential types, including low density multi-family residential condominiums. The proposed density for the north area is 5 units per acre, which is well below the allowable 35 units per acre for a multi-family residential development on this property. Staff feels the proposed PUD is compatible with the Future Land Use Map.</i> South Side: Resort High Intensity <i>The Resort High Intensity land use designation allows for beachfront developments and multi-family residential condominiums. Resort type developments are characteristics of this land use designation. Staff feels the proposed PUD is compatible with the Future Land Use Map.</i>
Surrounding Land Use and Zoning:	North: Cotton Bayou South: Turquoise Place Condominium, PUD (Planned Unit Development – <i>Turquoise Place</i>) East: Single-Family Residential, RS-3 (Single-Family Residential); St. Thomas by the Sea Catholic Church, GB (General Business); Turquoise Place Condominium, PUD (Planned Unit Development – <i>Turquoise Place</i>) West: Single-Family Residential, PUD (Planned Unit Development – Palm Harbor); The Palms Condominium, BR-2 (Beach Resort High Density)
Special Districts:	Overlay Zoning: Beach Overlay District Restricted Height; Beach Overlay District Neighborhood District: Beach Resort Airport Zone: Transitional Surface E Flood Zone: North (X, X-Shaded, AE-11), South (X, VE-15)

Nearby Streets: The north and south sides front on Perdido Beach Boulevard.

Site History:

North Side

<i>Date</i>	<i>Description</i>
December 2003 & February 2004	City Council approved the preliminary and final PUD to rezone 13+ beachfront acres from RS-1 to PUD for two, 200-unit condominium towers for 400 total units. As part of the Turquoise Place PUD, the developer donated 90-feet to the west of the proposed west tower as a public beach access. While not part of the PUD zoning, the developer donated a portion of the RS-1 properties on the north side of Perdido Beach Boulevard to the City for a public use. (Case No. 1106-PUD-03 & Case No. 0203-PUD-04)
July 2009	Planning Commission approved the preliminary and final minor plat to resubdivide 16 lots into 11 lots in the Turquoise Place PUD on the south side and associated RS-1 lots on the north side of Perdido Beach Boulevard. The lots on the north side were platted as Lots 1 through 9. (Case No. 0703-SD-09)

South Side

<i>Date</i>	<i>Description</i>
December 2003 & February 2004	City Council approved the preliminary and final PUD to rezone 13+ beachfront acres from RS-1 to PUD for two, 200-unit condominium towers for 400 total units. As part of the Turquoise Place PUD, the developer donated 90-feet to the west of the proposed west tower as a public beach access. While not part of the PUD zoning, the developer donated a portion of the RS-1 properties on the north side of Perdido Beach Boulevard to the City for a public use. (Case No. 1106-PUD-03 & Case No. 0203-PUD-04)
July 2004	City Council approved a minor amendment to the Turquoise Place PUD Master Plan to revise the height of the two towers to coordinate with the proposed Turquoise Place East project to the east. The revised heights had the west tower at 24 stories and 173 units and the east tower at 30 stories and 227 units. (Case No. 0511-PUDA-04)
July 2009	Planning Commission approved the preliminary and final minor plat to resubdivide 16 lots into 11 lots in the Turquoise Place PUD on the south side and associated RS-1 lots on the north side of Perdido Beach Boulevard. The lots on the north side were platted as Lots 1 through 9. (Case No. 0703-SD-09)

II. COMPREHENSIVE PLAN REVIEW

Section 7.03 of the zoning ordinance states that the purpose and intent of the PUD ordinance is to have developments that promote the goals of the comprehensive plan and no PUD shall be approved unless it is consistent with the goals of the comprehensive plan. The *City of Orange Beach Preservation and Growth Management Plan, 2020-2035* shows the project area part of the **Beach Resort District**. The proposed PUD complies with the mission of this district as follows:

Beach Resort

The City of Orange Beach seeks to continue to adhere to the Beach Overlay District requirements, increase pedestrian paths that encourage pedestrian traffic between developments, sustain and enhance commercial development and expand facilities at existing beach access points.

The applicant states that the purpose of this project is to create a development that is aesthetically enhanced and viable while creating a much greater amount of green space and maintaining the sight lines of the water for the neighboring property owners. The PUD will provide 80-foot land use buffers on both sides and will keep the condominium tower pushed back roughly 200 feet from the water's edge. The condominium will be more than 150 feet from the side property lines, providing additional separation from the adjacent single-family residential land uses.

III. PUD DESIGN STANDARDS

Section 7.03 of the zoning ordinance indicates that a proposed PUD shall achieve one or more of the following design standards. The applicant asserts that the proposed PUD will meet 5 of the 12 design standards.

- **More usable and suitably located open space, recreation areas and other common facilities.**

By concentrating the development in a condominium tower with associated amenities in the center of the site, the applicant indicates that the project will be able to provide 200 feet of green space between the tower and waterfront and 166 feet from the neighboring property lines, 80 feet of which will be a landscape buffer. The proposal provides more green space that helps maintain separation from the neighboring property owners and maintain their existing sight lines of the water.

- **Maximum enhancement and minimal disruption of existing natural features and amenities.**

According to the applicant, the enhanced green space aforementioned will help preserve the maximum amount of existing wetlands possible, as well as maintain a landscape buffer of 80 feet on the east and west sides of the property.

- **Promote a transition between adjacent and nearby zoning districts, land uses, and development intensities.**

By increasing the distance between the neighboring single-family residential properties and keeping the condominium a mid-rise structure, the applicant states the transition between single-family residential land uses and the proposed mid-rise tower is pleasing and appropriate.

- **The preservation of trees, habitat, outstanding natural topography and geologic features and prevention of soil erosion.**

By enhancing the landscaped area as previously described, the applicant states that the project will preserve as much existing natural vegetation as possible.

- **Superior development and redevelopment which is more desirable than that which would occur through strict application of the zoning code.**

The applicant states that the by-right plan under RS-1 will fill the site with single-family residences and eliminate open area, block neighboring property owners' existing views, and greatly reduce the amount of wetland preservation. The applicant believes the proposed PUD is much more desirable as it provides more green space, preservation of wetlands, and maintains neighboring property owners' views and separation from the development than could be achieved through the strict application of the zoning ordinance.

IV. PUD MASTER PLAN REVIEW

Section 7.04 of the zoning ordinance states that an approved PUD shall be considered a separate zoning district in which development plans, as approved, establish the specific restrictions and regulations customized to fit the type of plan proposed by which the development shall be governed. Restrictions may be greater or lesser than the ones otherwise imposed by the zoning ordinance and subdivision regulations to achieve a development with fits the comprehensive plan and PUD design standards.

1. **Density:** The criteria for establishing an average density includes the land use plan for the area, existing surrounding density, density permitted by the existing zoning classification, adequacy of existing and proposed public facilities and services and site characteristics. Density must generally conform to the requirements as set out in Article 4 of this ordinance and conform to the Comprehensive Plan. (Section 7.04, A.)

The request is to rezone 18.5 acres on the north side of Perdido Beach Boulevard (26303 and 26427 Perdido Beach Boulevard) from RS-1 to PUD for a 7-story condominium with 90 units and to rezone a 90-foot beachfront lot (26302 Perdido Beach Boulevard) to PUD for a 2-story condominium with 2 units.

The north side will have a condominium tower containing 90 units. Based on 18.5 acres, the proposed density is 5 units per acre, which is well below the allowable 35 units per acre allowed for a multi-family residential development in this area of the Beach Overlay District. The proposed tower will be six habitable levels over surface and garage parking.

The south side will have a condominium tower containing two units on 1.2 acres, which is significantly below the maximum density of 42 units per acres for beachfront lots.

For the north side, the applicant provided a by-right showing a 63-lot subdivision under RS-1 zoning. The potential RS-1 subdivision could have a total impervious coverage (building and roadways) covering nearly 390,000 SF. This PUD proposed a total impervious coverage of more than 360,800 SF, which is 7.4 percent less than the RS-1 scenario. The PUD touts that it will provide more green space than what could be provided in a RS-1 subdivision. There will be an 80-foot land use buffer on the east and west sides of the tower and the tower's central location on the site will be more than 150 feet from the side lot lines to maintain sight lines to the water. Based on the by-right plan, the PUD will have 7 percent more green space.

2. **Common Open Space:** At least 20 percent of the area covered by a Final Development Plan shall be landscaped or provide common open space owned and operated by the owner/developer or dedicated to a homeowner association or similar group. (Section 7.04, B.)

Landscaping will cover more than 55 percent of the PUD site. The PUD will be a condominium, and the maintenance of the common area will be specified in the condominium documents.

The north side will have pickleball courts and tennis courts located east of the main driveway, while the tower will have indoor and outdoor swimming pool facilities. The tower will also have a spa, meeting facility, and tackle shop. The PUD proposes 90 boat slips on Cotton Bayou contingent on approval from Federal and State regulatory authorities.

The south side will have 31 parking spaces for beach access along with an outdoor swimming pool and rooftop swimming pool and lounging area. The beach access parking will be located in the basement level of the south tower. The applicant states that the project is exploring a tunnel underneath Perdido Beach Boulevard to connect the north and south sides for pedestrian safety. The possibility of the tunnel will depend on approval from the Alabama Department of Transportation (ALDOT) and the financial feasibility. If the tunnel appears to be feasible, the applicant states that the project will coordinate the design and connection to the site plan with the City.

The south side will have an easement of 15 feet on the east side between the proposed south tower and the west tower of Turquoise Place for beach access for emergency vehicles and beach maintenance. Turquoise Place has been using the south side to access its loading and

dumpster areas. The easement area will also allow the condominium to continue this access. The south end of the easement access will have a hammerhead turnaround.

3. **Access and Parking:** All streets, thoroughfares and access ways shall be designed to effectively relate to the major thoroughfare plans of the City of Orange Beach. Adequate off-street parking shall generally conform to the off-street parking requirements set forth in Article 8 of the Zoning Ordinance unless otherwise approved. (Section 7.04, C.)

In addition to parking being provided for the proposed uses, the PUD will have 41 additional parking spaces on the north side for boat and recreational vehicle parking and the aforementioned 31 parking spaces on the south side for beach access.

The north side will have 382 parking spaces not counting the 41 above referenced parking spaces. The 90 units proposed will be a mixture of 3-bedroom units (36 units), 4-bedroom units (42 units), and 5-bedroom units (12 units). The tower will also have a meeting facility, spa, and tackle shop that will be open to the general public. These uses are accessed at 60 percent for shared parking, and a 25-SF room credit as allowed by the zoning ordinance is given for the meeting facility. Staff calculates 353 parking spaces being required. The north side will have sufficient parking

North Tower

• 3-BR Units: 36	2 spaces per unit	72 spaces
• 4-BR Units: 42	3 spaces per unit	126 spaces
• 5-BR Units: 12	3 spaces per unit	36 spaces
• Guest Parking: 90	1 space per every 5 units	18 spaces
• Spa: 9,974 SF	1 space per 200 SF; 0.60 shared	30 spaces
• Meeting Facility: 6,720 SF	1 space per 40 SF; room credit, 0.60 shared	67 spaces
• Tackle Shop: 1,407 SF	1 space per 200 SF	4 spaces
• <i>Required Spaces</i>		<i>353 spaces</i>

The south side will have 40 parking spaces counting the 31 parking spaces for beach access. The two units in the south tower will each have 6 bedrooms, and 4 parking spaces are required for each unit. An additional parking space is required for guest parking. Staff calculates 9 parking spaces being required. The south side will have sufficient parking.

South Tower

• 6-BR Units: 2	4 spaces per unit	8 spaces
• Guest Parking: 2	1 space per every 5 units	1 space
• <i>Required Spaces</i>		<i>9 spaces</i>

4. **Perimeter Requirements:** The Planning Commission the City Council may impose the requirement that structures, buildings and streets located at the perimeter of the development be permanently screened to protect the privacy of the adjacent existing uses. (Section 7.04, D.)

For the north side, the PUD proposes to have land use buffers on the east and west sides. The width of the buffer area will be 80 feet. The landscape plan shows the existing vegetation will be preserved on the west side. The east side will have some of the existing vegetation preserved and an extensive number of Southern Magnolia Brackens Brown Beauty trees (12' height) being planted.

The north tower will have a setback of more than 150 feet from the east and west side lot lines. The tower's location in the center part of the north side along with its considerable setback from

Cotton Bayou will allow the single-family residential uses to the east and west to have adequate sight lines to the water.

5. **Signage:** The size, location, design and nature of signs, if any, and the intensity and direction of area floodlighting shall be detailed in the application and must generally conform to the sign regulations in Article 15, unless the massing and scale of the PUD would make additional or different requirements desirable. Signs must nonetheless fit the design character of the development. (Section 7.04, E.)

According to the applicant, the official project name and logo, in addition to the business names and logos for the meeting facility, spa, and tackle shop, have not been determined. Once the names and logos have been determined, the project will provide a sign master plan for approval and in compliance with the sign regulations. Permitting and compliance with the sign regulations will be a condition of the PUD approval.

6. **Height Limitation:** The criteria for establishing height limitations includes the land use plan for the area, existing surrounding building heights, heights permitted by the existing zoning classification, adequacy of existing and proposed public facilities and services and site characteristics. Height limitations must generally conform to the requirements as set out in Article 4 of this ordinance and conform to the Comprehensive Plan as well as the architectural standards set out in Article 10. (Section 7.04, F.)

The north tower will be six habitable levels over surface and garage parking. The first level will have parking along with the main lobby area and the tackle shop. The second level will be the first residential level and will also have the swimming pool amenities, meeting facilities, and spa. The third, fourth, fifth, sixth, and seventh levels will have residential units. Each of the six residential levels will have 15 units.

From the ground floor, the north tower will have a height of 82 feet 2 inches to the top of the roof deck. To the top of the parapet over the elevator bulkhead, the height is 105 feet 10 inches. The north side is located in the part of the Beach Overlay District that has a 50-foot height limit, so the PUD will be requesting a waiver to the height limit.

The elevation of the north side slopes towards Cotton Bayou. The elevation along the front property line on Perdido Beach Boulevard ranges between 17 and 19 feet above sea level. This is 10+ feet higher than the elevation of the proposed location for the building.

The south tower will be one parking level and two habitable levels over a basement. The basement and the first level will contain parking spaces for the two units and beach access. The two remaining levels will each contain a six-bedroom unit. On the rooftop, there will be a swimming pool along with a lounging area.

From the ground floor, the south tower will have a height of 65 feet 2 inches to the rooftop pool deck and a height of 79 feet 11 inches to the elevator bulkhead roof. There are no height restriction issues for the south tower due to its beachfront location.

7. **Landscaping and Tree Protection:** The criteria for landscaping, removal of trees and protection of heritage trees should generally conform to the requirements of Article 16. (Section 7.04, G.)

Landscaping will cover more than 55 percent of the PUD site. Along Perdido Beach Boulevard, the landscape ordinance requires 26 trees, and the landscape plan shows 29 trees being provided. The landscape ordinance also requires one hardwood tree being provided per 1,300 SF or vehicular use area proposed. With nearly 360,000 SF of vehicular use area, 277 hardwood

trees are required, and the landscape plan indicates that a mixture of Southern Live Oak, Southern Magnolia, and Sabal Palms (grouped into three) trees totaling 293 trees being provided.

For the north side, the PUD proposes to have land use buffers on the east and west sides. The width of the buffer area will be 80 feet. The landscape plan shows the existing vegetation will be preserved on the west side. The east side will have some of the existing vegetation preserved and an extensive number of Southern Magnolia Brackens Brown Beauty trees (12' height) being planted.

Staff has requested that the applicant provide a tree survey and elaborate on the tree credits that are being claimed on the landscape plan.

V. DEVIATIONS FROM THE ZONING ORDINANCE AND SUBDIVISION REGULATIONS

1. The PUD requests the following deviations from the zoning ordinance:
 - Section 4.04, Maximum Building Height (Table 4.0403): This provision states that buildings and structures within the area lying north of Highway 182, south of Cotton Bayou, east of Highway 161 and west of Perdido Pass, shall not exceed a maximum allowable height of 50 feet. The height of the north tower will be 82 feet 2 inches measured from the ground level to the top of the roof deck and 105 feet 10 inches measure from the ground level to the top of the parapet over the elevator bulkhead.
 - Section 4.0401, Density: For the north side, the applicant submitted a by-right showing that the 18.5 acres could be platted into a RS-1 subdivision containing 63 single-family residential lots. The proposed PUD is for a multi-family residential on the north side containing 90 units that will have less impervious and more green space coverage than a RS-1 subdivision along with better sight lines for the single-family residential areas to the east and west.
 - Section 16.04, B. 2, Vehicle Use Areas and Perimeter Fencing, Interior Planting Areas: This provision stipulates that interior planting areas shall be spaced no more than 10 parking spaces apart in surface parking areas. The PUD plans provided shows the spacing being more than 10 parking spaces apart. Staff has no issues with this request.
2. There are no requested deviations from the subdivision regulations.

VI. STAFF COMMENTS

1. The PUD proposes 90 boat slips on Cotton Bayou. For multi-family residential developments, the zoning ordinance allows each unit to have a boat slip. A notation has been provided on the site plan stating that the boat slips are for the condominium unit owners only and boat slips cannot be for commercial use. The slips will be uncovered. The development will have to obtain approvals from Federal and State regulatory agencies.
2. There are no setback issues for the PUD. The north tower will have setbacks of more than 150 feet on the east and west sides. The setback between the tower and the water's edge is more than 180 feet, and the setback distance between the swimming pool area and the front lot line is nearly 320 feet. The south tower will have east and west side setbacks of 20 feet and a front setback of 72 feet based on the first habitable level. Building incremental setbacks are not an issue since the building heights are less than 100 feet.
3. The south side will have an easement of 15 feet on the east side between the proposed south tower and the west tower of Turquoise Place for beach access for emergency vehicles and beach maintenance. Turquoise Place has been using the south side to access its loading and

dumpster areas. The easement area will also allow the condominium to continue this access. The south end of the easement access will have a hammerhead turnaround.

4. After reviewing the request, staff has the following summary comments:
 - The PUD proposal for a low density multi-family residential development complies with the Future Land Use Map and the City's Comprehensive Plan.
 - The location of the north tower in the center of the lot will provide sufficient buffering from the single-family residential land uses to the east and west and provide each side with a sight line to Cotton Bayou. In a RS-1 subdivision, a house could be 20 feet from the side lot lines, and each house could have a maximum building height of 50 feet, thus severely limiting the sight lines to the water.
 - The PUD will have the building footprint and impervious coverage in the center of the lot, while a RS-1 subdivision would have it scattered throughout the property. Therefore, the green space will be more noticeable with the PUD when compared to a RS-1 subdivision. In addition, the PUD will provide more green space based on the by-right plan.
 - The proposed project is consistent with the mixed-use concept for PUDs by providing recreational (pickleball courts, tennis courts, boat slips, swimming pools, meeting facilities) and commercial (spa, tackle shop) amenities.
5. The PUD will need the following regulatory approvals:
 - Alabama Department of Transportation for the proposed driveways onto Perdido Beach Boulevard on the north and south sides.
 - U.S. Army Corp of Engineers (USACE) and Alabama Department of Environmental Management (ADEM) for the proposed pier and boat slips on Cotton Bayou.
 - USACE and ADEM for any wetland impacts.
 - ADEM for coastal permitting.
6. For the proposed south building, ensure that no portions of the building or features encroach onto the Fire Department access roadway. The Fire Department access road is required to be 26 feet for aerial access.
7. On the north side, there is a public right-of-way on the west side that will need to be vacated. The right-of-way was established when the north side property was platted in 2009.
8. For the north side, a preliminary and final minor will be required to combine the nine lots and the above referenced right-of-way into one lot and to comply with Section 3.2 of the subdivision regulations, which prohibits the construction of structures across lot lines.

VII. CITY COUNCIL ACTION

1. **APPROVAL** of preliminary and final PUD approval to rezone 18.5 acres located at 26303 and 26427 Perdido Beach Boulevard from Single-Family Residential (RS-1) to Planned Unit Development (PUD) for a 7-story, 90-unit condominium along with amenities and to rezone 1.2 acres located at 26302 Perdido Beach Boulevard to PUD for a 3-story, 2-unit condominium along with amenities and parking for beach access.
2. **APPROVAL WITH CONDITIONS** of preliminary and final PUD approval.

Conditions of Approval:

Planning/Zoning:

- The PUD will be contingent on the sale and closing of the municipal lot.

- A preliminary and final minor plat will be required for the north lot to combine the lots and to comply with Section 3.2 of the subdivision regulations, which prohibits the construction of structures across lot lines.
- On the north lot, the existing right-of-way on the west side will need to be vacated.
- Providing the utility availability letter from the Orange Beach Water Authority.
- Any signage for this development will require sign permits. All signage must comply with the sign guidelines stipulated in Article 15 of the zoning ordinance.
- The covenants, grants, easements or other restrictions to be imposed on the use of the land, buildings and structures, including proposed easements for public and private utilities. All such legal documents, including homeowner's associations and deed restrictions, must be approved by the City Attorney before final approval of the plan.
- For the beachside condominium, any work on the neighboring property to the east (Turquoise Place) will need the approval of the condominium owners association.

Drainage/Stormwater:

- Alabama Department of Transportation Turn-out permits must be acquired for the northerly and southerly driveways prior to permitting.
- US Army Corps of Engineers and Alabama Department of Conservation and Natural Resources approvals are required for the proposed pier structure.
- US Army of Engineers and Alabama Department of Environment Management approvals must be provided for wetlands impacts.

Environmental/Landscaping:

- The submitted landscape plan references credited trees to meet the required number of trees for perimeter and frontage. Please elaborate on this and where the credits are referenced.
- Additionally, please provide a tree survey for the property. There are several protected trees along Perdido Beach Blvd that are not accounted for nor referenced in the landscape plan. Additionally there are notes referencing existing vegetation to be preserved on the north side of the site however there is no existing vegetation in these areas.
- Please provide a wetland delineation from a qualified environmental scientist accurately depicting the extent of wetlands on the property. If any impacts to wetlands are proposed please provide State and Federal Regulatory approvals.
- Proposed marina requires State and Federal regulatory approvals.
- ADEM Coastal permit required.

Fire Prevention:

- For the proposed south building, ensure that no portions of the building or features encroach onto the Fire Department access roadway. The Fire Department access road is required to be 26 feet for aerial access.

3. Recommend to City Council **DENIAL** of preliminary and final PUD approval.

VIII. PICTURES, MAPS & PLANS

Existing Conditions

Site Visit, South Side (December 2023)



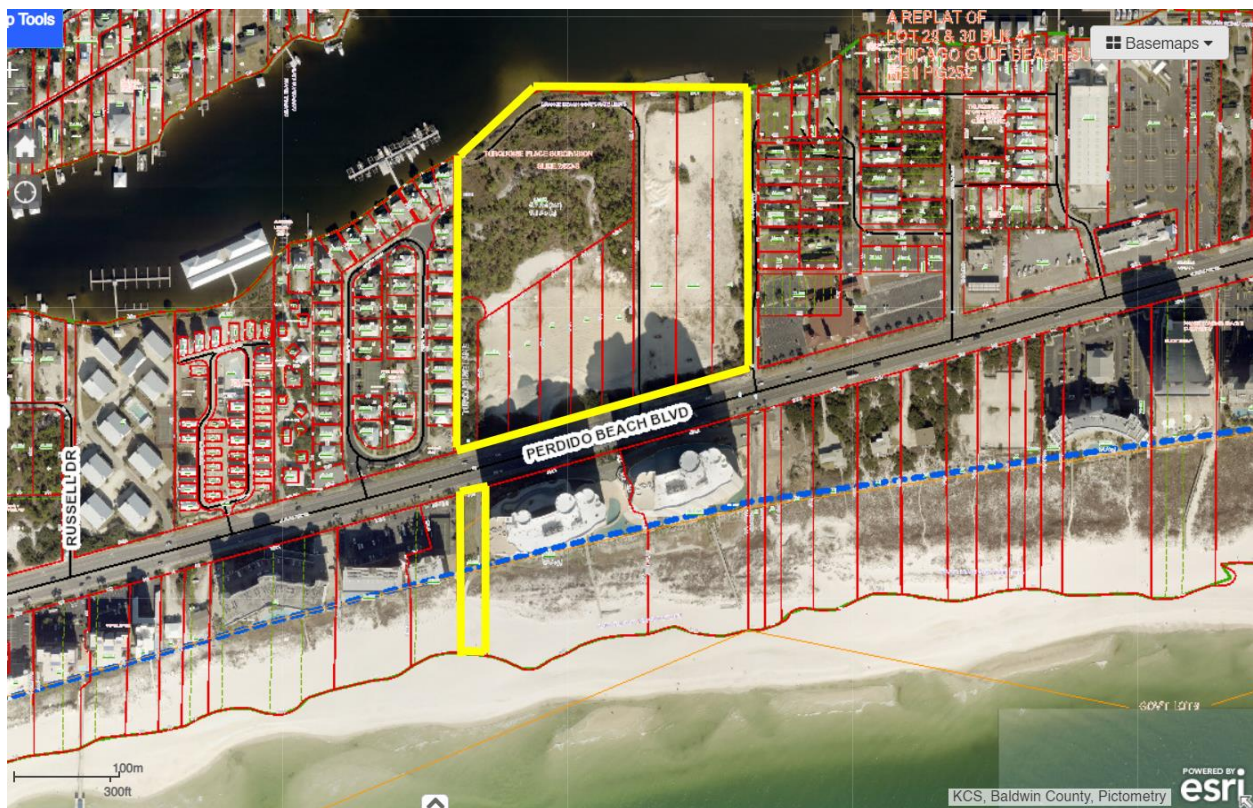
Site Visit, North Side, Looking Northeast (December 2023)



Site Visit, North Side, Looking West from Washington Avenue (December 2023)

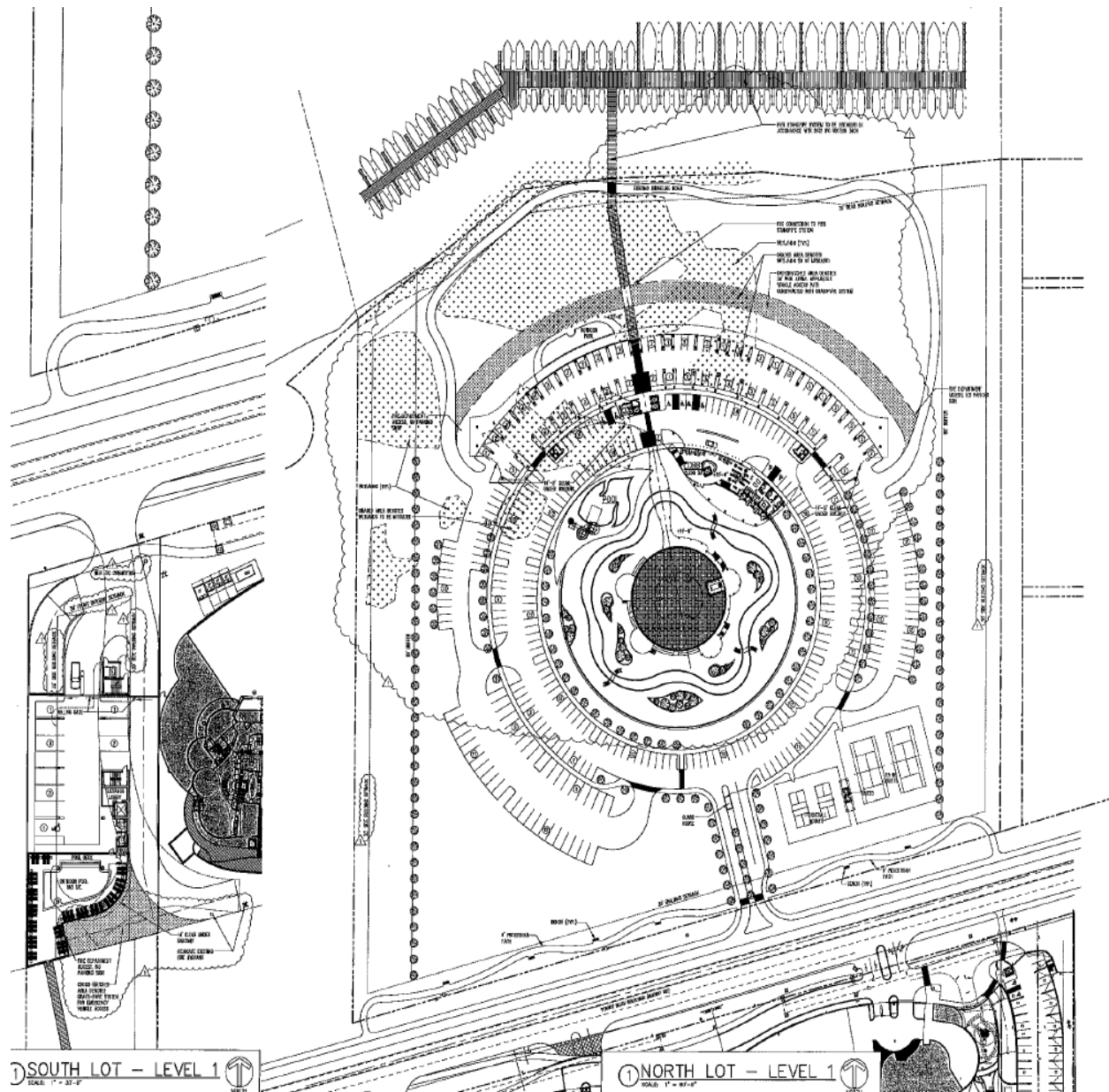


Aerial Map

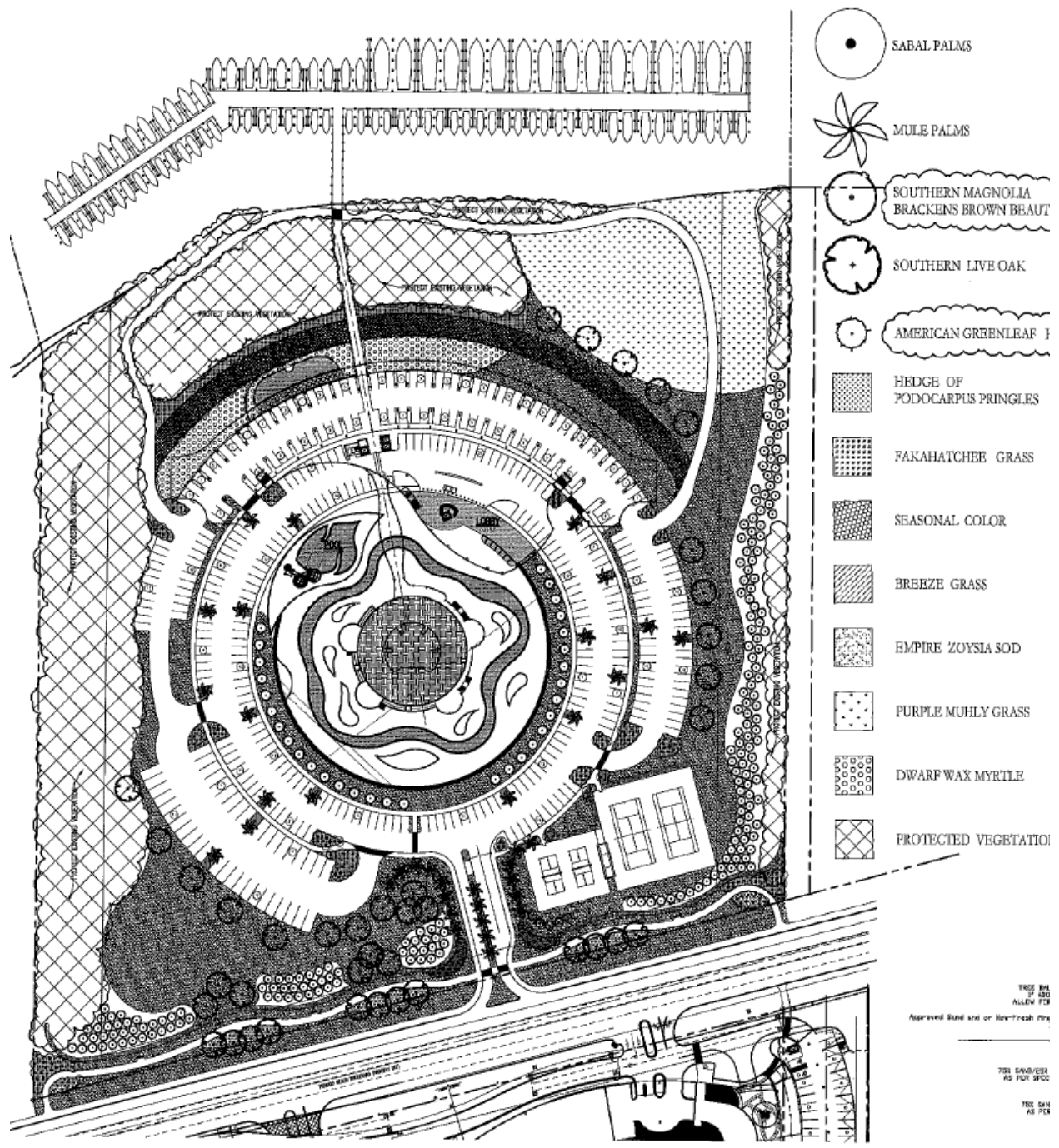


Master Plan

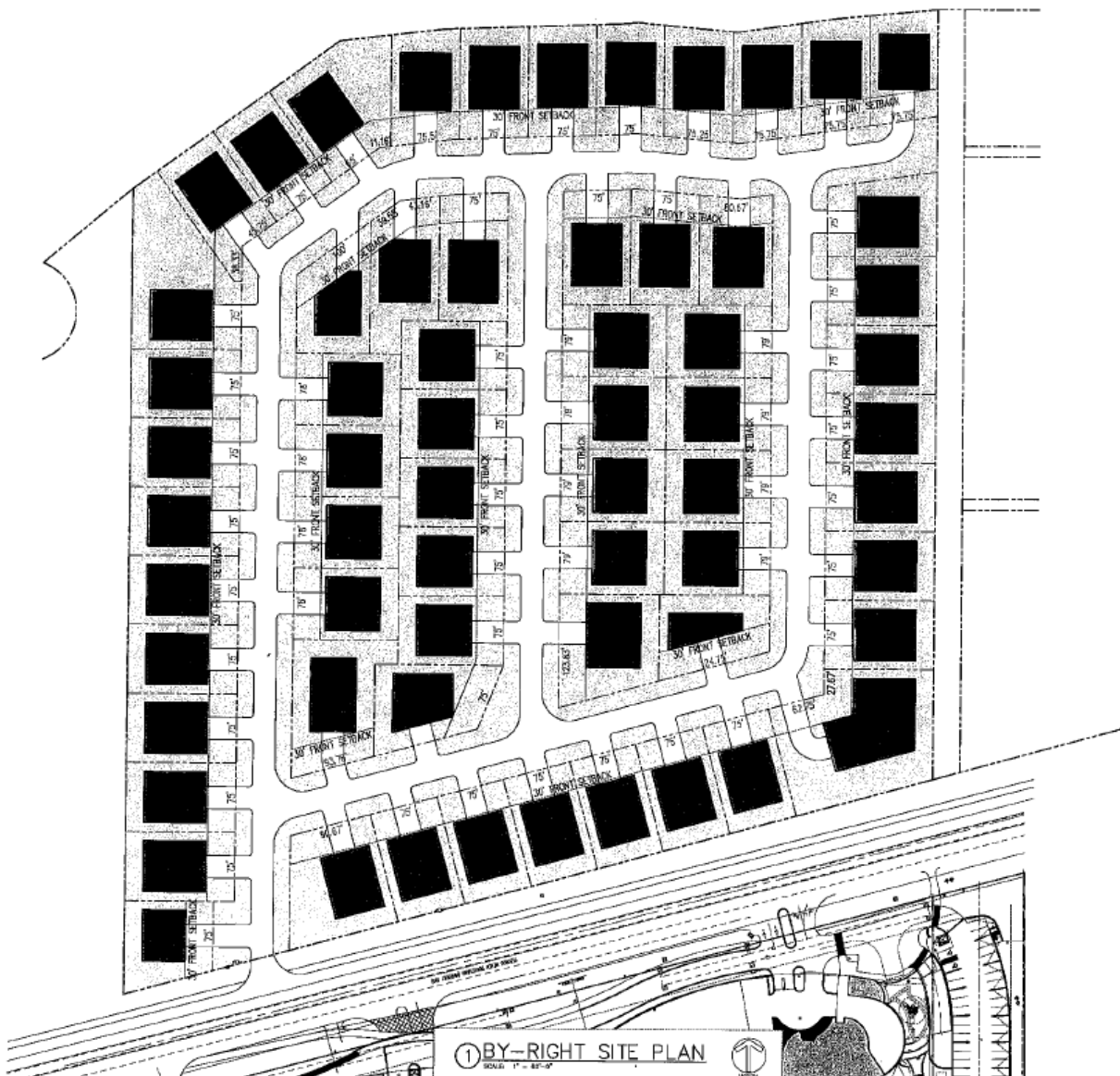
The site plan for the south side is on the left site. The site plan for the north side is on the right side.



Landscape Plan



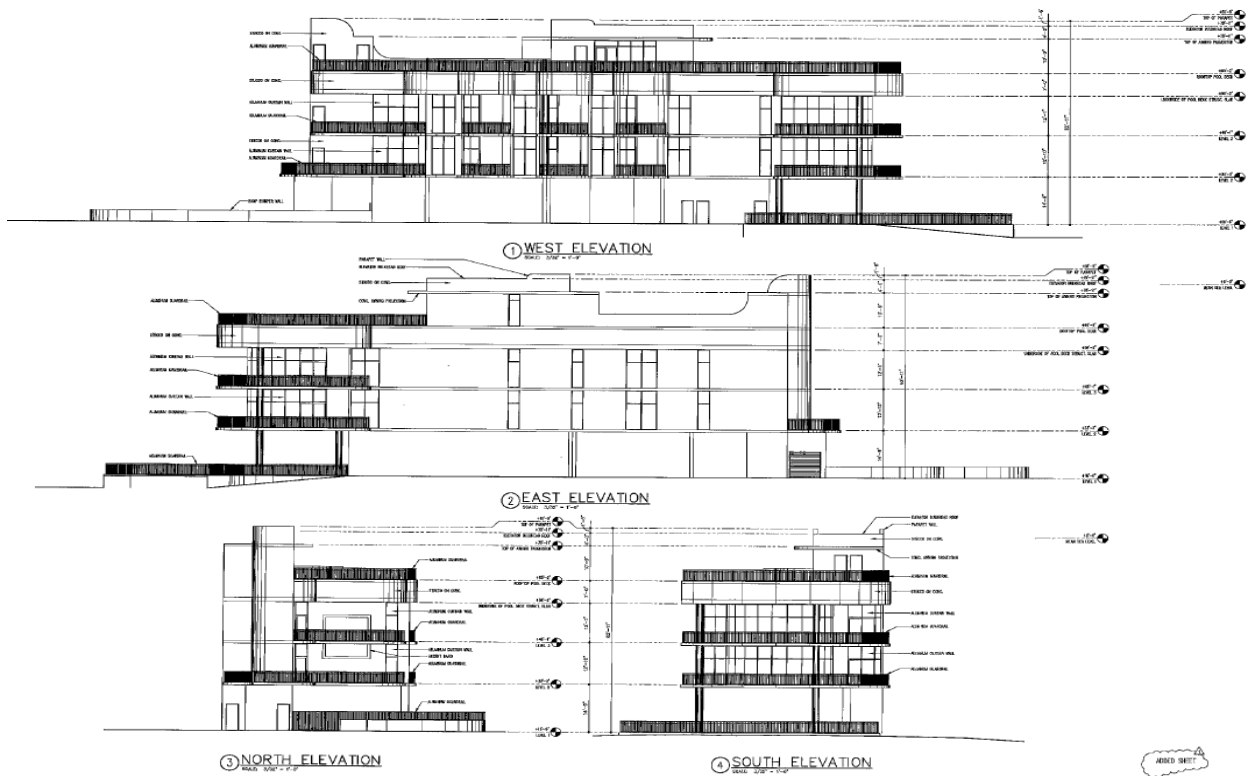
By-Right Plan (RS-1)



[illegible]

SOUTH ELEVATION
TP NORTH - NORTH LOT

South Tower Elevations (Black & White)

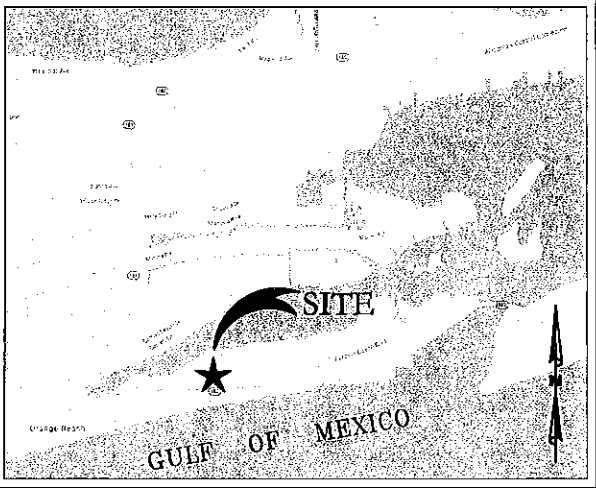


South Tower Elevations (Color)



TP NORTH

Orange Beach, Alabama

INDEX OF DRAWINGS			VICINITY MAP	
SHEET	DESCRIPTION	REVISION		
T001	TITLE SHEET AND INDEX TO DRAWINGS			
	CIVIL		(NOT TO SCALE)	
C1	PUD GRADING 1			
C2	PUD GRADING 2			
C3	PUD UTILITY 1			
C4	PUD UTILITY 2			
	ARCHITECTURAL			
PH101	PHOTOMETRIC PLAN			
ST101	STAGING PLAN			
A001	OVERALL SITE PLAN - LEVEL 1			
A001a	OVERALL SITE PLAN - LEVEL 1 WITH AERIAL			
A002	OVERALL SITE PLAN - LEVEL 2			
A100	SITE PLAN - LEVEL 0			
A101	SITE PLAN - LEVEL 1			
A102	SITE PLAN - LEVEL 2			
A103	SITE PLAN - LEVELS 3-7			
A120	ENLARGED UNIT PLANS - NORTH LOT			
A121	ENLARGED UNIT PLANS - NORTH LOT			
A122	ENLARGED UNIT PLANS - SOUTH LOT			
A101BR	BY-RIGHT SITE PLAN			
A101BRa	BY-RIGHT SITE PLAN WITH AERIAL			
A201	EXTERIOR ELEVATIONS - NORTH LOT			
A202	EXTERIOR ELEVATIONS - SOUTH LOT			
	LANDSCAPING			
L-1.0	LANDSCAPE PLAN			
L-2.0	LANDSCAPE PLAN			
L-3.0	LANDSCAPE PLAN			
L-4.0	LANDSCAPE PLAN			
L-5.0	LANDSCAPE SPECIFICATIONS			

RECEIVED
O.B. COMMUNITY DEV.

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Orange Beach, Alabama

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FILE NAME:

REVISIONS

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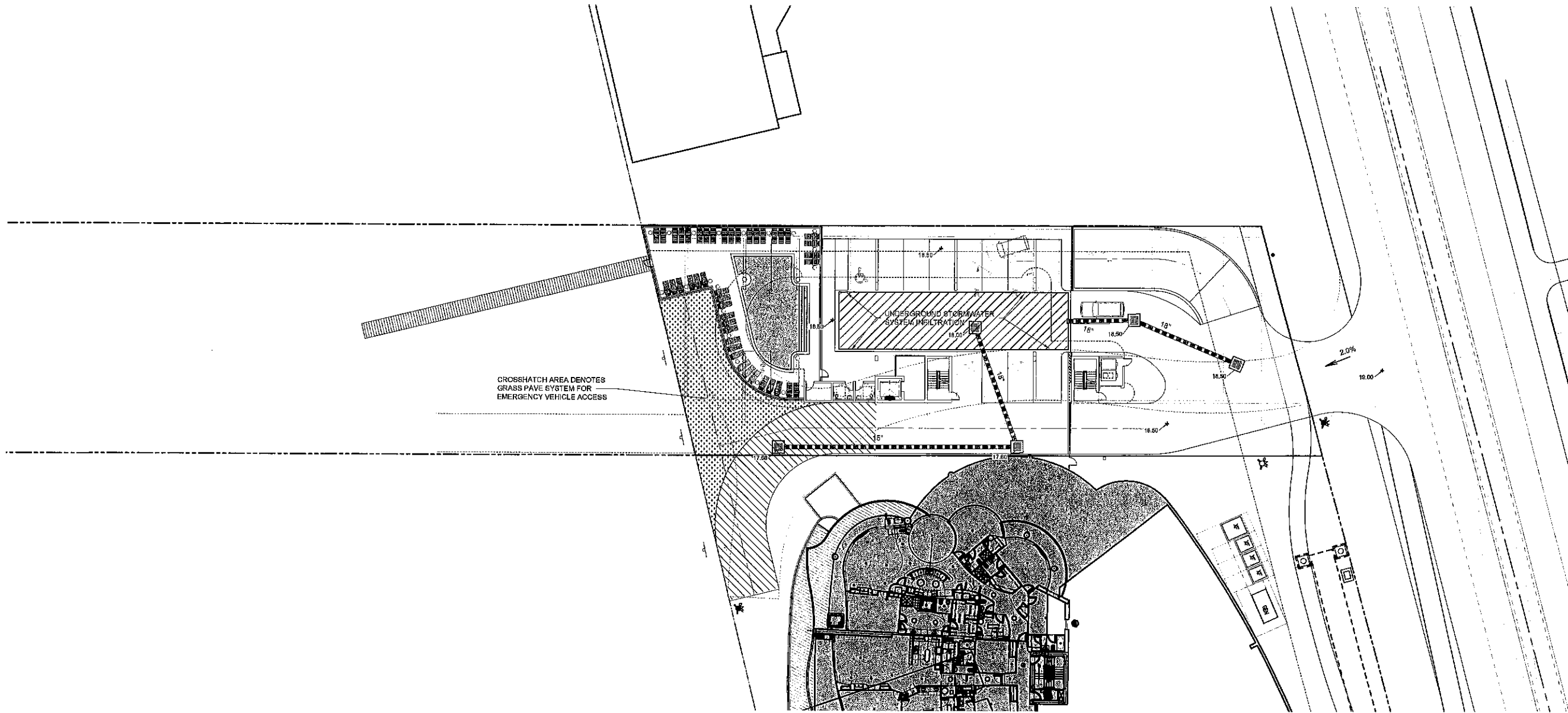
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DATE: NOVEMBER 3, 2023

T001

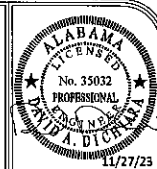
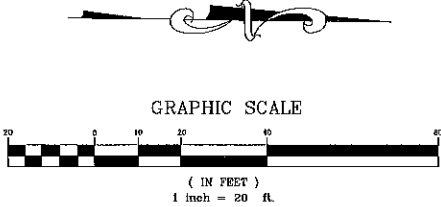
TITLE SHEET /
INDEX TO DRAWINGS

T:_WIRE0013 - TURQUOISE NORTH\ENGINEERING\DWG\PUD-GRADING.DWG - last plotted 11/27/23 by CHRIS WALLIS



STORM PLAN LEGEND	
	EX. CONTOUR
	STORM INLET
	CURB INLET
	GRATE INLET
	YARD INLET
	STORM SEWER MANHOLE
	SLOPE PAVED HEADWALL
	PROPOSED SURFACE DRAINAGE DIRECTION
	PROPOSED SURFACE SPOT ELEVATION
	EXISTING WETLAND AREAS

- NOTES:
1. MAX SLOPES IN ADA AREAS SHALL NOT EXCEED 2% IN ANY DIRECTION.
 2. MAX VERTICAL SLOPE ON ADA RAMP IS 8.33%.
 3. STORMWATER MANAGEMENT FACILITIES SHALL BE DESIGNED IN COMPLIANCE WITH THE CITY STORMWATER MANAGEMENT WATER QUALITY AND QUANTITY CRITERIA.
 4. ALL SLOPES ARE 3:1 UNLESS OTHERWISE NOTED.



PELHAM, AL
120 BISHOP CIRCLE SUITE 300
PELHAM, AL 36124
(205) 403-8159

FOLEY, AL
1000 E. LAUREL STREET
FOLEY, AL 36638
(251) 943-8860

ISSUE ISSUED FOR REVIEW 11-27-2023

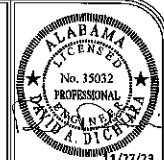
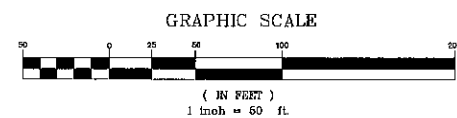
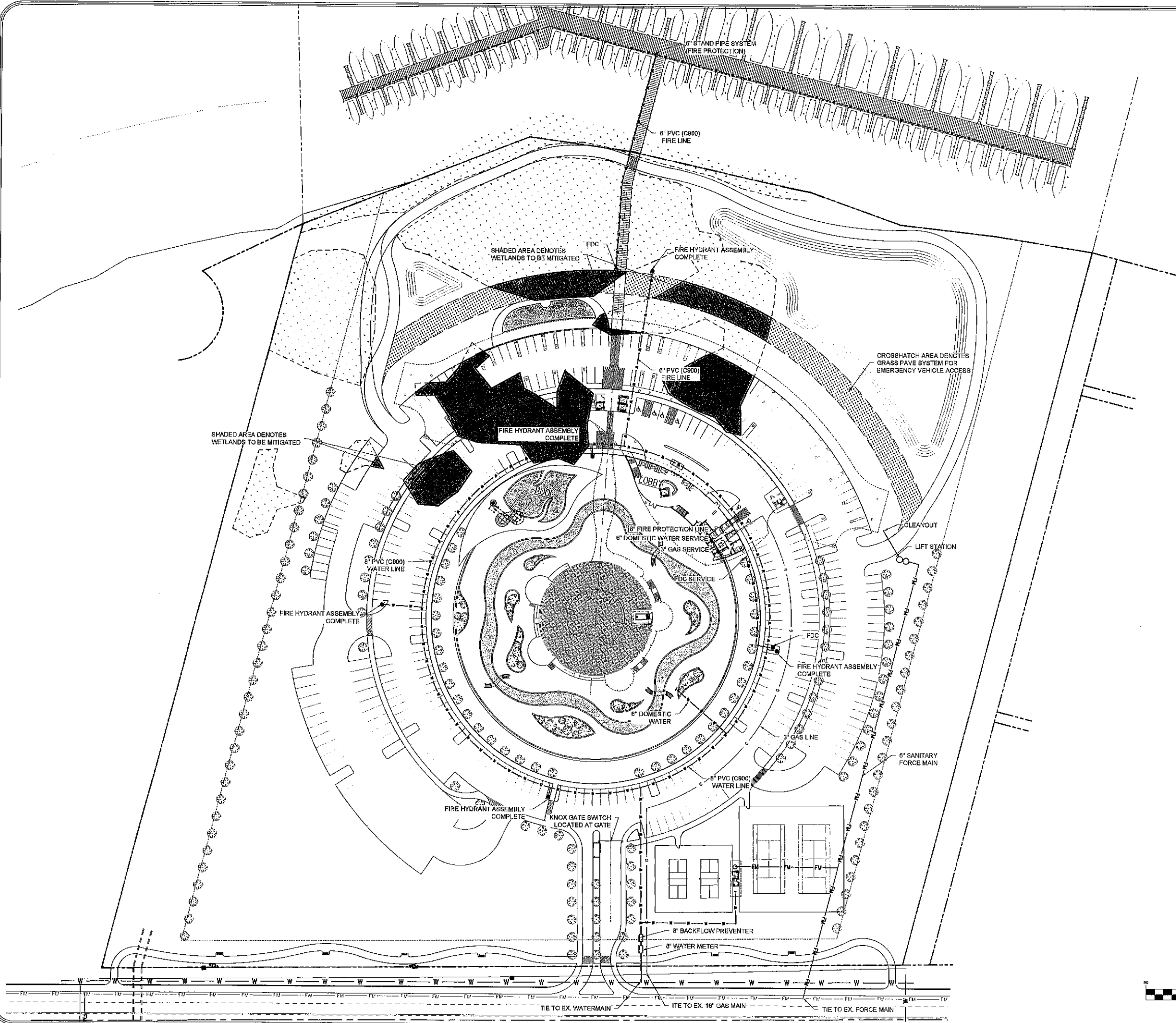
PROJECT ADDRESS:
26302 PERDIDO BEACH BLVD.
ORANGE BEACH, AL

PUD-GRADING -2

TURQUOISE NORTH

DRAWN BY: XXXX
CHECKED BY: DAD
PROJECT NO.: F_WIRE0013
DATE: November 27, 2023
SHEET NO.

T:\F_WIRE013 - TURQUOISE NORTH ENGINEERING\DWG\PUD-UTILITY.DWG - last plotted 11/27/23 by CHRIS WALLIS



EDG
ENGINEERING DESIGN GROUP
PELHAM, AL
120 BISHOP CIRCLE SUITE 300
PELHAM, AL 35124
(205) 403-8158
FOLEY, AL
1000 E. LAUREL STREET
FOLEY, AL 36535
(251) 643-8900

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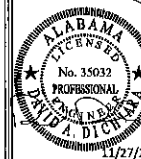
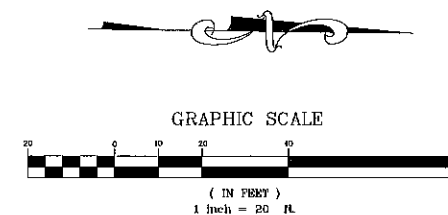
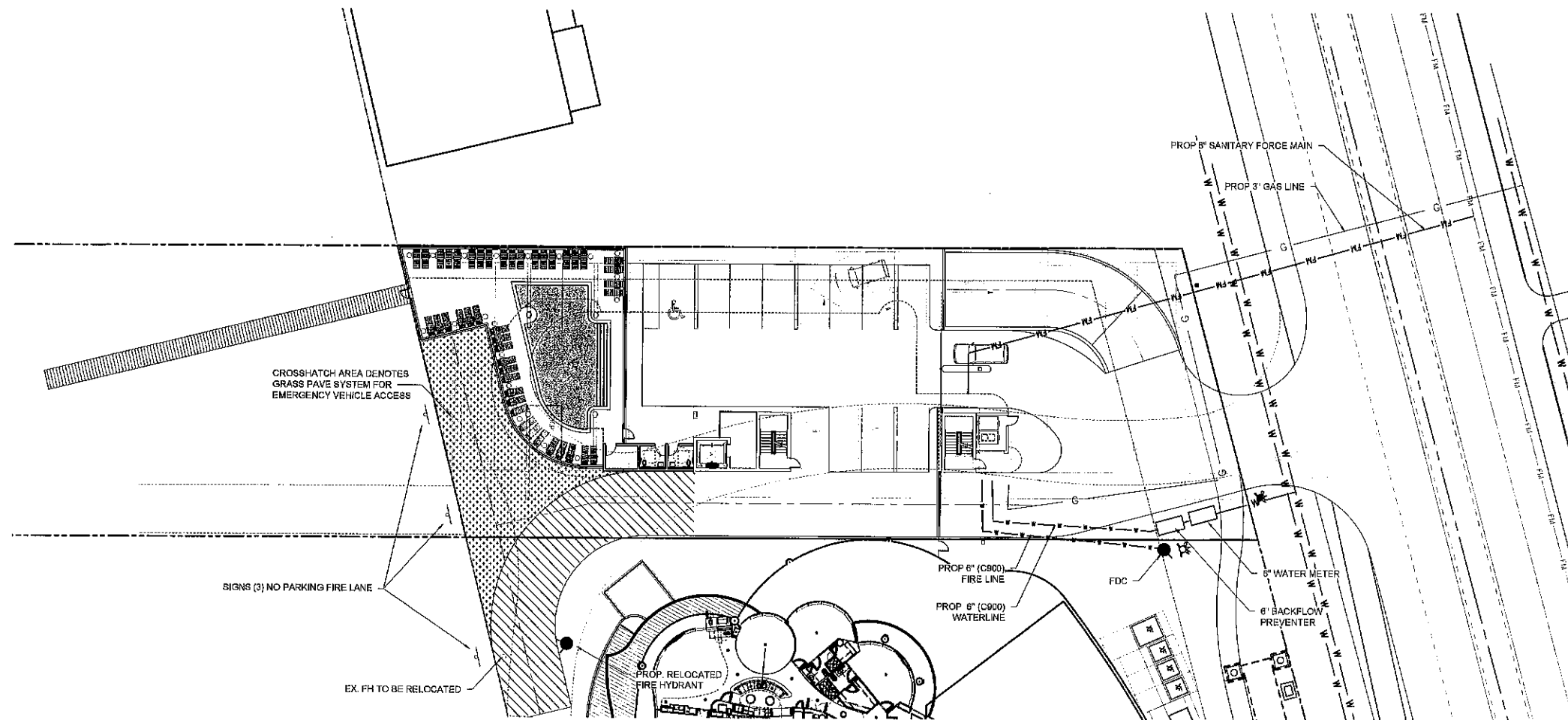
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**26302 PERDIDO BEACH BLVD.
ORANGE BEACH, AL**

SHEET TITLE:
PUD-UTILITY - 1

PROJECT NAME:
TURQUOISE NORTH

DRAWN BY: XXX
CHECKED BY: DAD
PROJECT No.: F_WIRE0013
DATE: November 27, 2023
SHEET NO.

C3



ENGINEERING DESIGN OR

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120 BISHOP CIRCLE SUITE
PELHAM, AL 35124
(205) 403 - 9158

FOLEY, AL
1000 E. LAUREL STREET
FOLEY, AL 36535
(251) 943 - 8880

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JECT ADDRESS:
26302 PERDIDO BEACH BLVD.
ORANGE BEACH AL

PUP-UTILITY-2

TURQUOISE NORTH

PROJECT NAME:

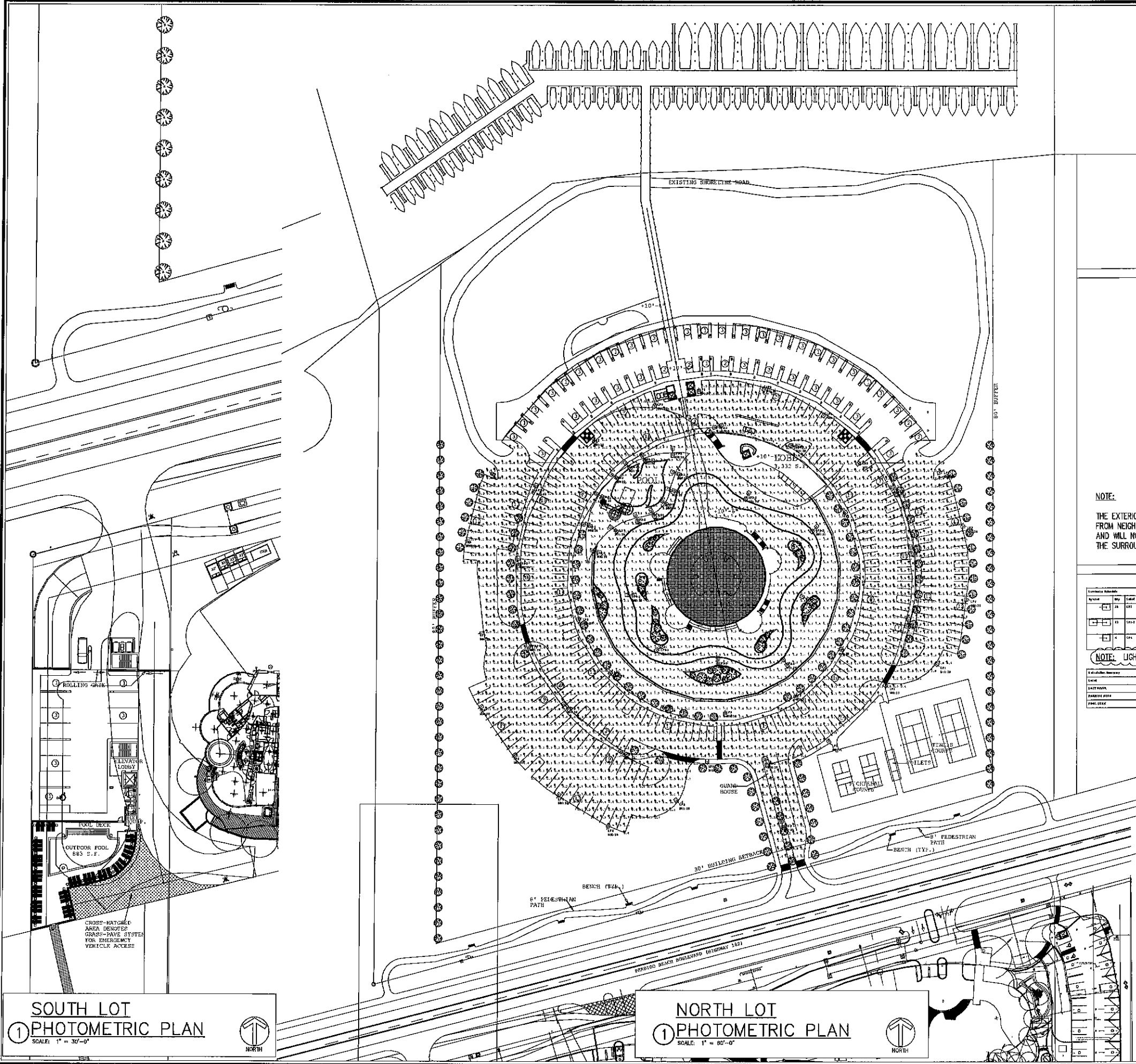
DRAWN BY: XX1

CHECKED BY: DA

PROJECT No.:
F WIRE0013

DATE: November 27, 202

SHEET NO.



NOTE:
THE EXTERIOR LIGHTING WILL BE SHIELDED FROM NEIGHBORING PROPERTIES AND THE ROADWAY AND WILL NOT HAVE AN ADVERSE IMPACT ON THE SURROUNDING AREA.

Luminaire Schedule		Product Schedule		Lamp Type		L.T.		Lumens		Footcandle Notes	
Symbol	Qty	Label	Description	Manufacturer	Model	Watt	Beam Angle	Footcandle	Notes	Symbol	Qty
1	24	AS1	AS1000-100W	AS1000-100W	AS1000-100W	100W	100°	100	100	AS1000-100W	24
2	12	LF1-2	LF1-2	LF1-2	LF1-2	100W	100°	100	100	LF1-2	12
3	4	LF4	LF4	LF4	LF4	100W	100°	100	100	LF4	4

NOTE: LIGHT POLES ARE 20' TALL

Location	Footcandle	Distance	Footcandle	Distance	Footcandle	Distance	Footcandle	Distance
AS1000-100W	100	100	100	100	100	100	100	100
LF1-2	100	100	100	100	100	100	100	100
LF4	100	100	100	100	100	100	100	100

PHOTOMETRICS WERE ADJUSTED FOR 20' HIGH LIGHT POLES.

SOUTH LOT
① PHOTOMETRIC PLAN
SCALE: 1" = 30'-0"
NORTH

NORTH LOT
① PHOTOMETRIC PLAN
SCALE: 1" = 80'-0"
NORTH

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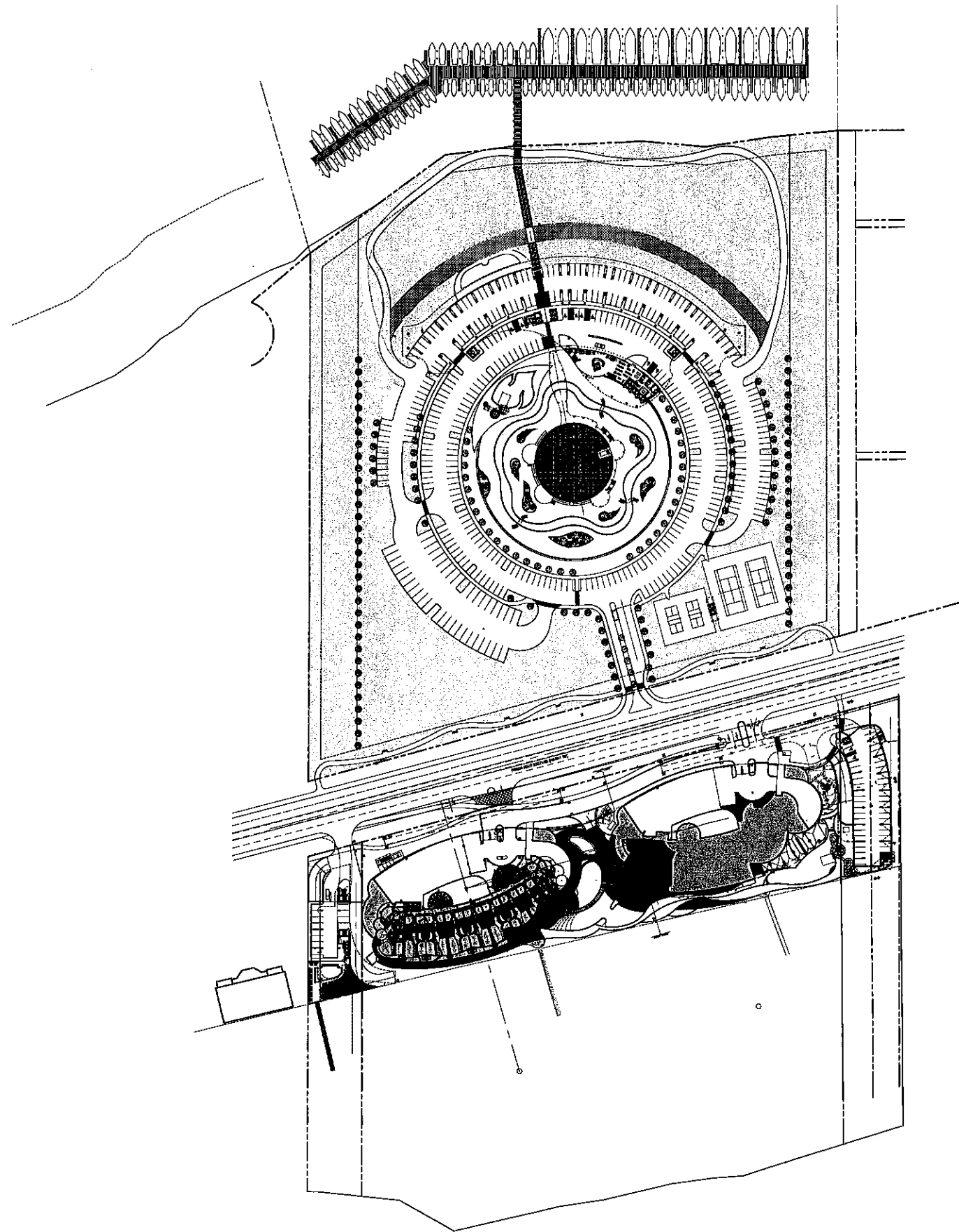


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Daphne, AL 36526
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DATA
SCALE:
FILE NAME:

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FILE: FD22021
DATE: NOVEMBER 3, 2023
PH101
PHOTOMETRIC SITE PLAN
LEVEL 1



① OVERALL SITE PLAN – LEVEL 1
SCALE: 1" = 100'-0"



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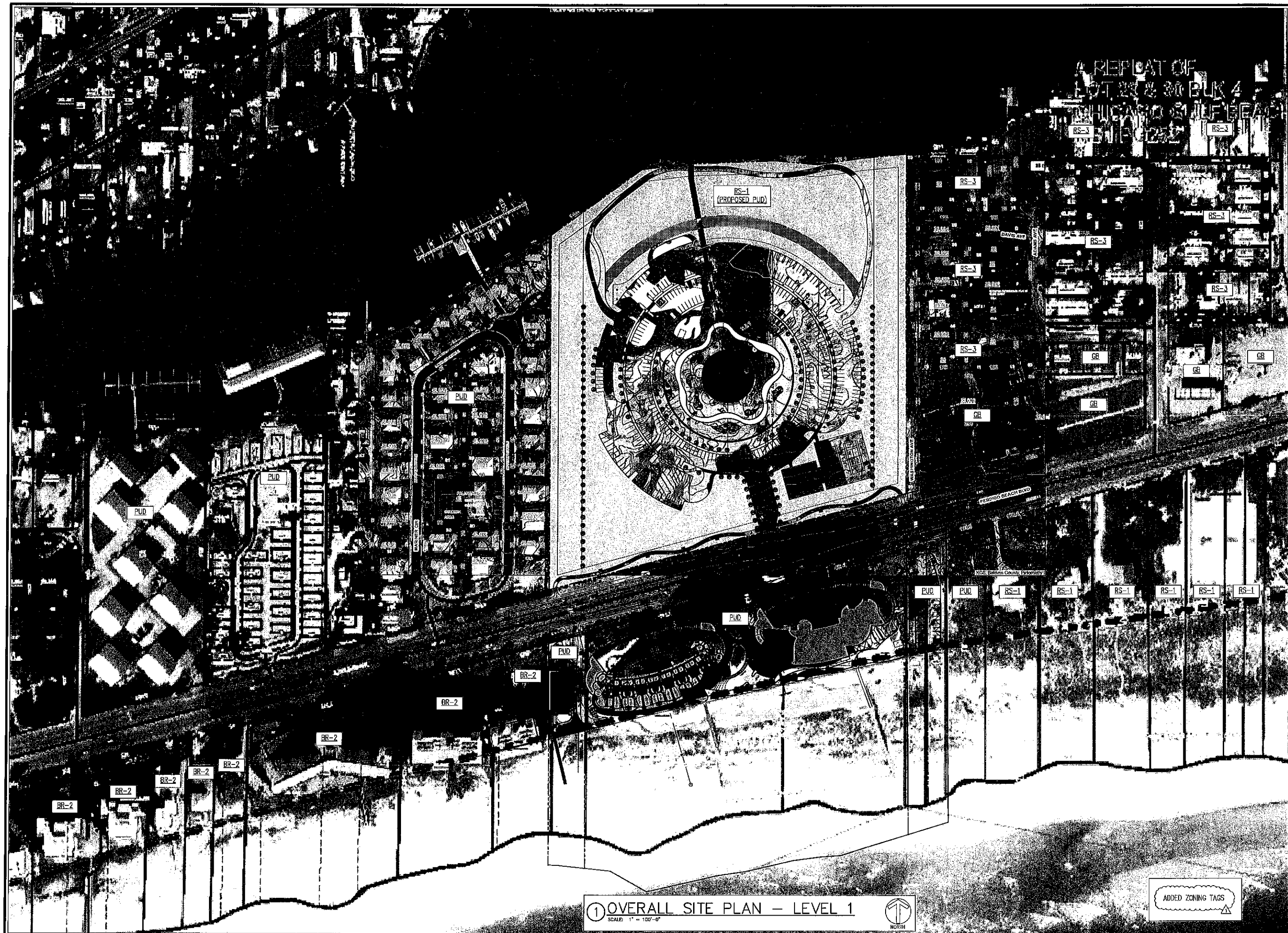
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DATE: NOVEMBER 3, 2023

A001

OVERALL SITE PLAN
LEVEL 1



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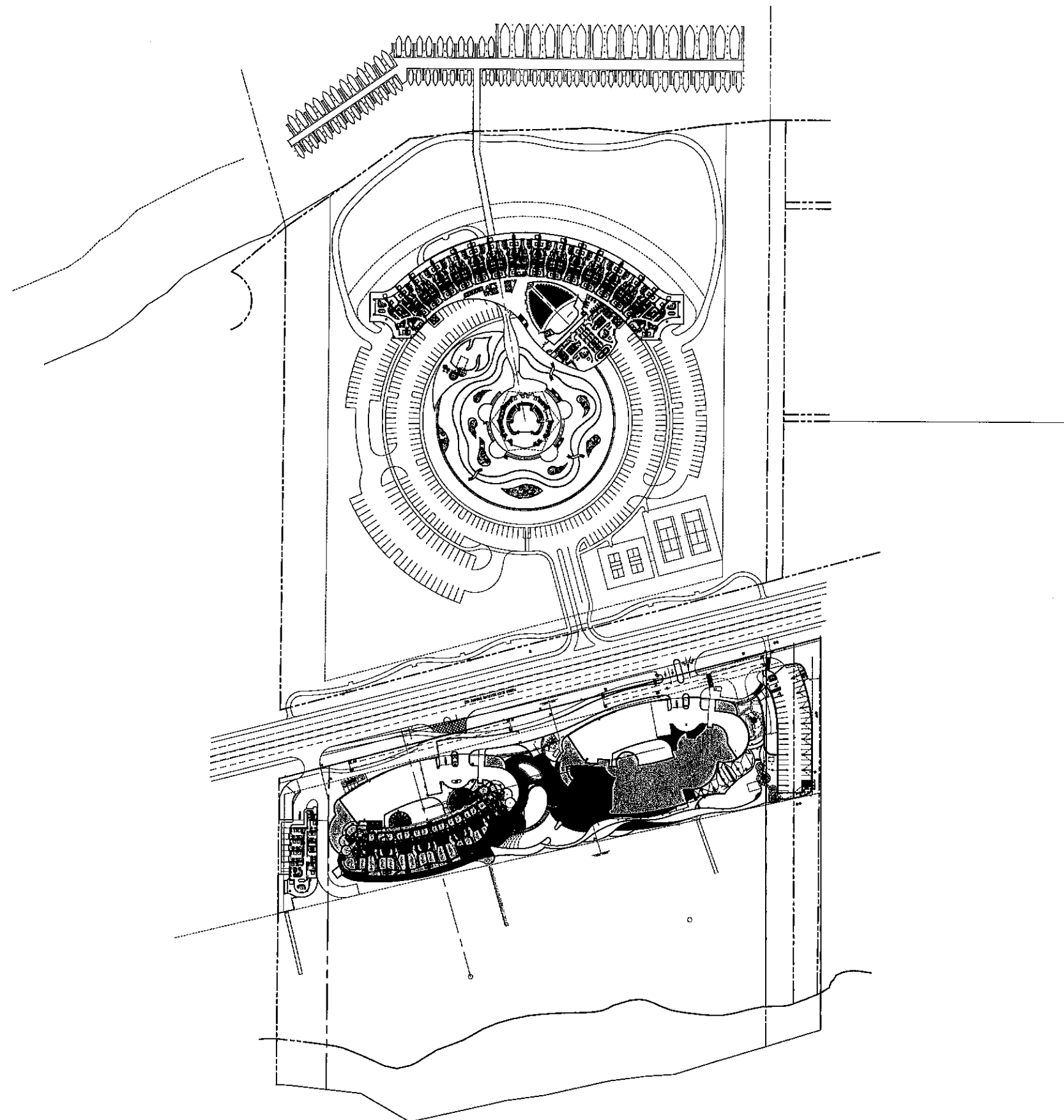
11/27/23 - RESP. TO COMMENTS

FILE: FD22021

DATE: NOVEMBER 3, 2023

A001a

OVERALL SITE PLAN
LEVEL 1 WITH AERIAL



① OVERALL SITE PLAN — LEVEL 2
 SCALE: 1" = 100'-0"
 NORTH

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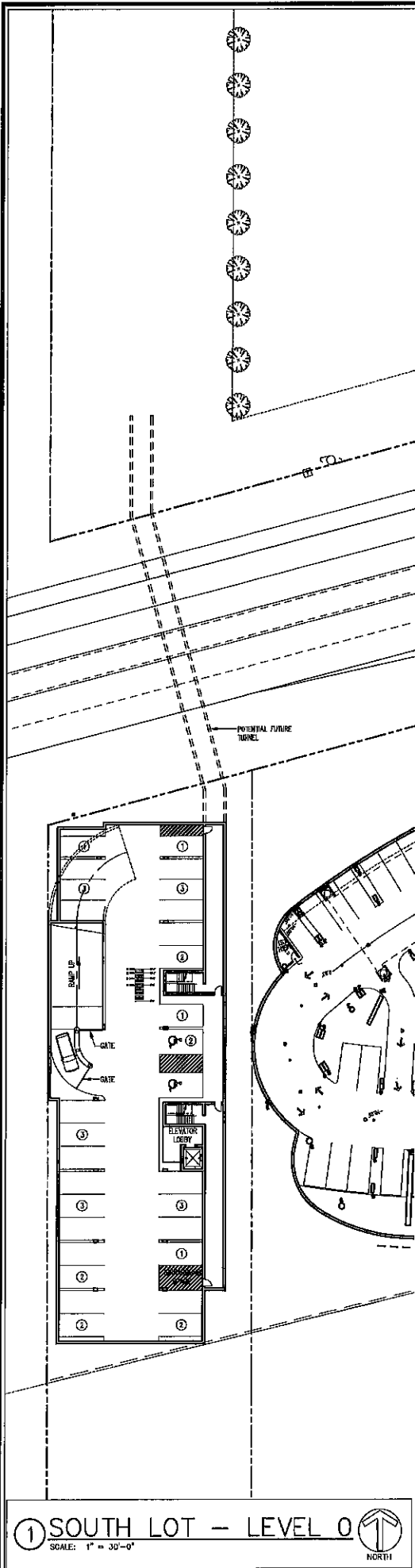
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FILE: FD22021

DATE: NOVEMBER 3, 2023

A002

OVERALL SITE PLAN
 LEVEL 2



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Orange Beach, Alabama

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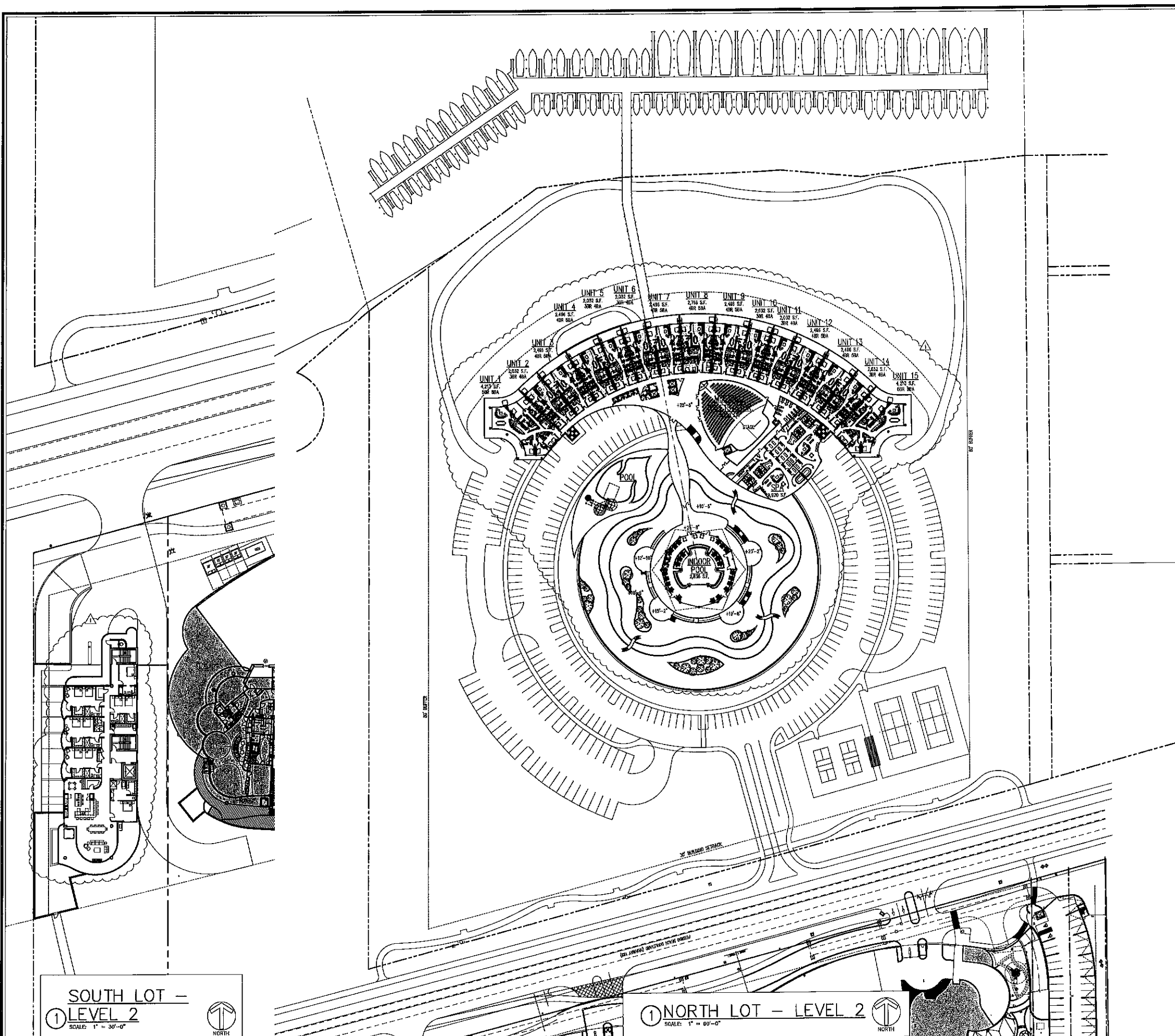
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SCALE:
FILE NAME:

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DATE: NOVEMBER 3, 2023

A100
SITE PLAN
LEVEL 0



SOUTH LOT -
① LEVEL 2
 SCALE: 1" = 30'-0"
 NORTH

① NORTH LOT - LEVEL 2
 SCALE: 1" = 30'-0"
 NORTH

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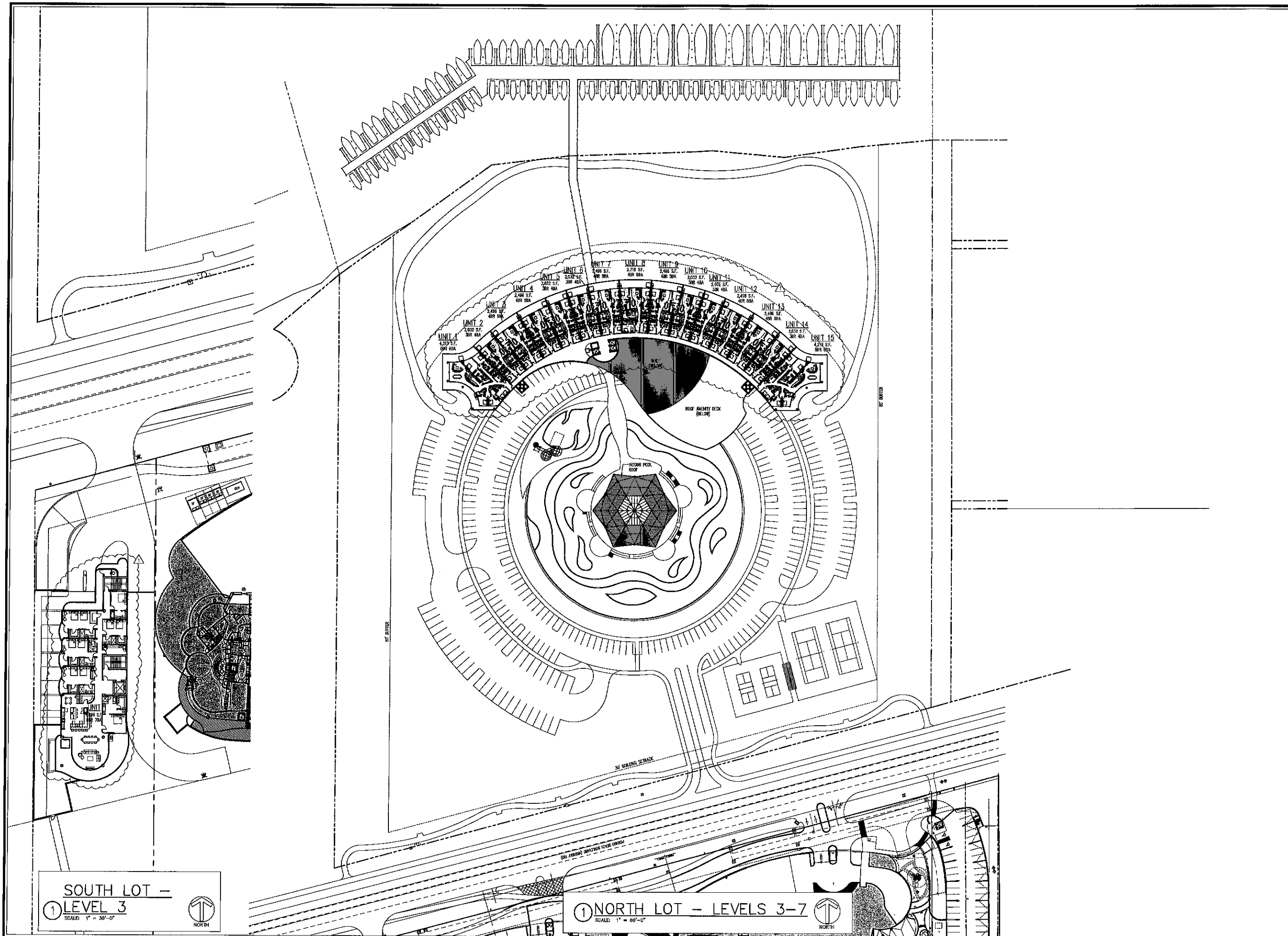
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FILE NAME:

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FILE: FD22021
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A102

SITE PLAN
 LEVEL 2



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FILE NAME:

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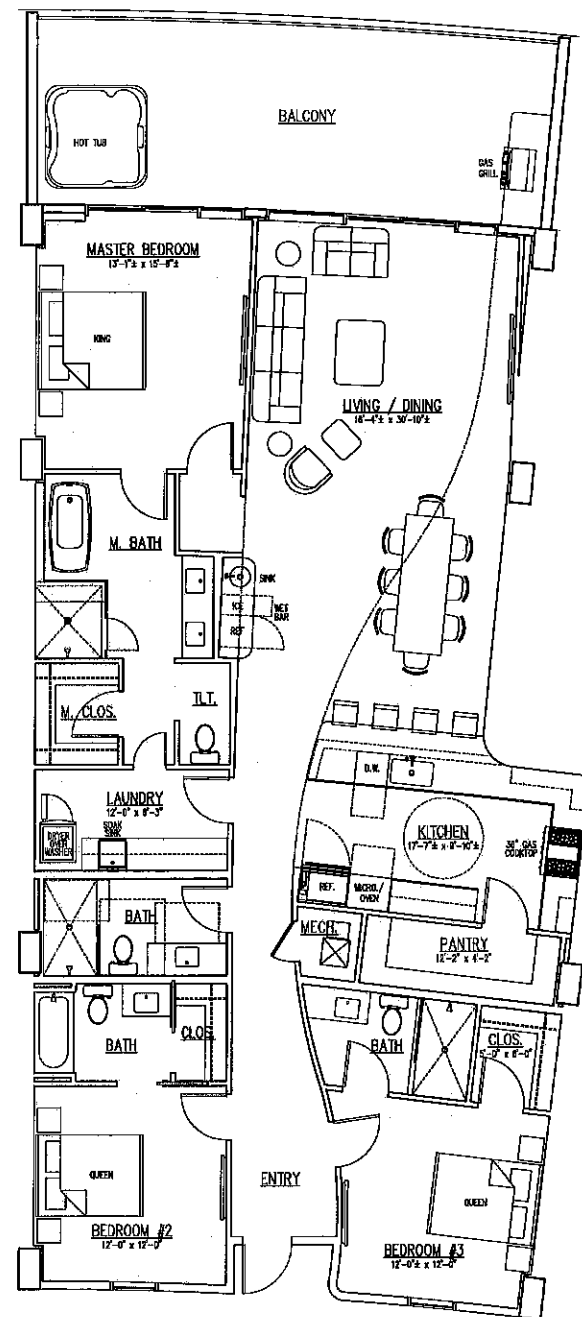
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A103

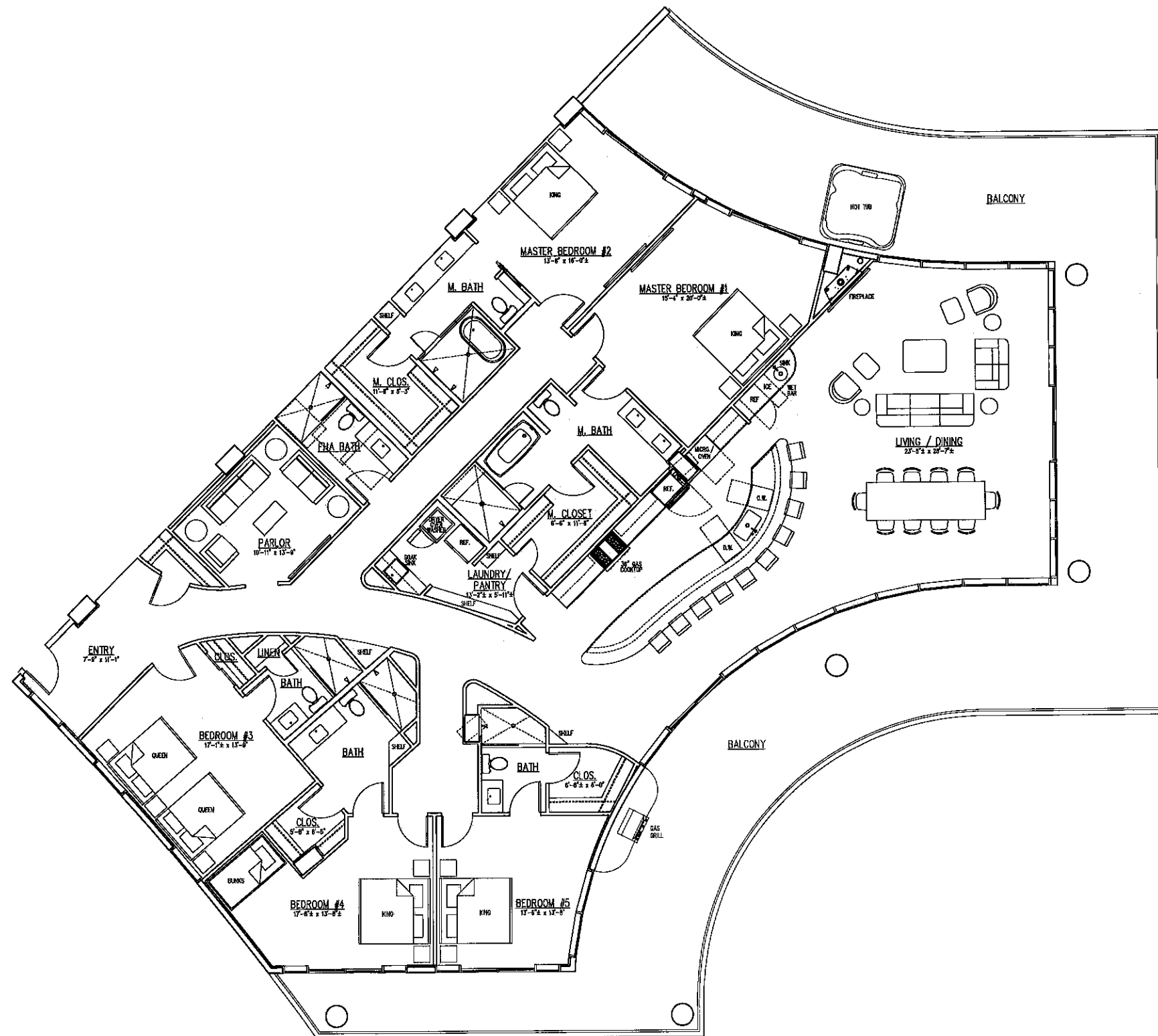
SITE PLAN
LEVELS 3-7

SOUTH LOT -
LEVEL 3
SCALE: 1" = 30'-0"
NORTH

NORTH LOT - LEVELS 3-7
SCALE: 1" = 60'-0"
NORTH



2,032 S.F.
ENLARGED INTERIOR UNIT
① 3-BEDROOM PLAN
 SCALE: 3/16" = 1'-0"



4,213 S.F.
ENLARGED END UNIT
② 5-BEDROOM PLAN
 SCALE: 3/16" = 1'-0"

ADDED SHEET

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 Orange Beach, Alabama

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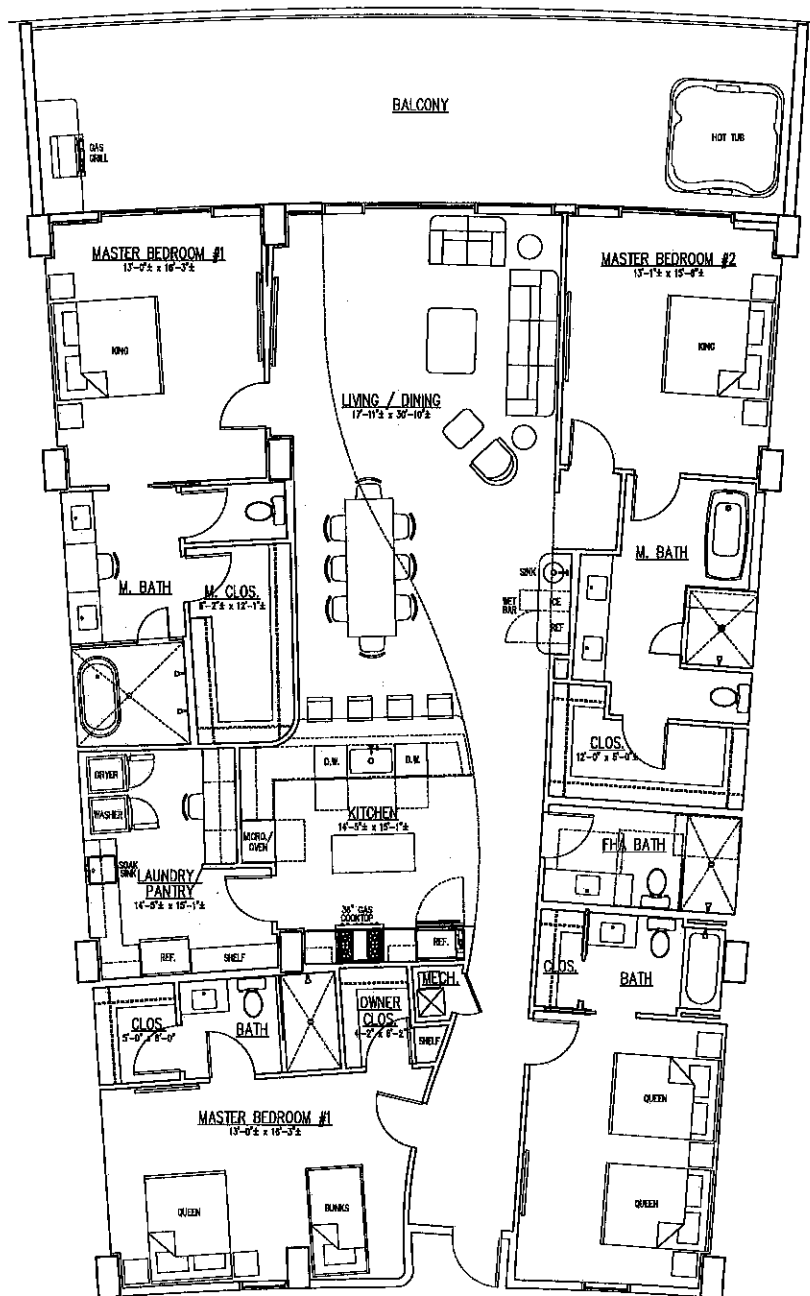
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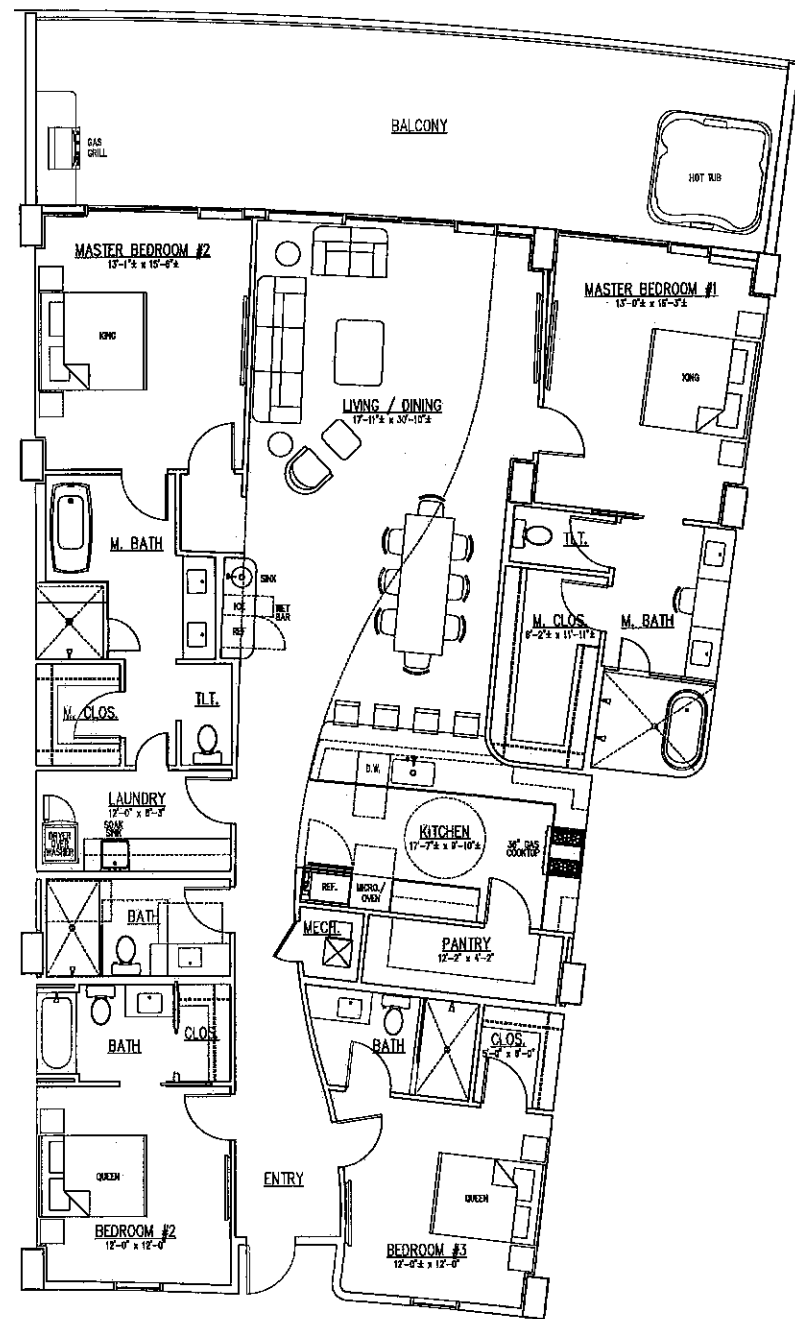
REVISIONS
△ 11/27/23 - RESP. TO COMMENTS

FILE: FD22021
 DATE: NOVEMBER 3, 2023

A120
 ENLARGED UNIT PLANS
 NORTH LOT



2,718 S.F.
ENLARGED CENTER UNIT
① 4-BEDROOM PLAN
 SCALE: 3/16" = 1'-0"



2,496 S.F.
ENLARGED INTERIOR UNIT
② 4-BEDROOM PLAN
 SCALE: 3/16" = 1'-0"

ADDED SHEET

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 Orange Beach, Alabama

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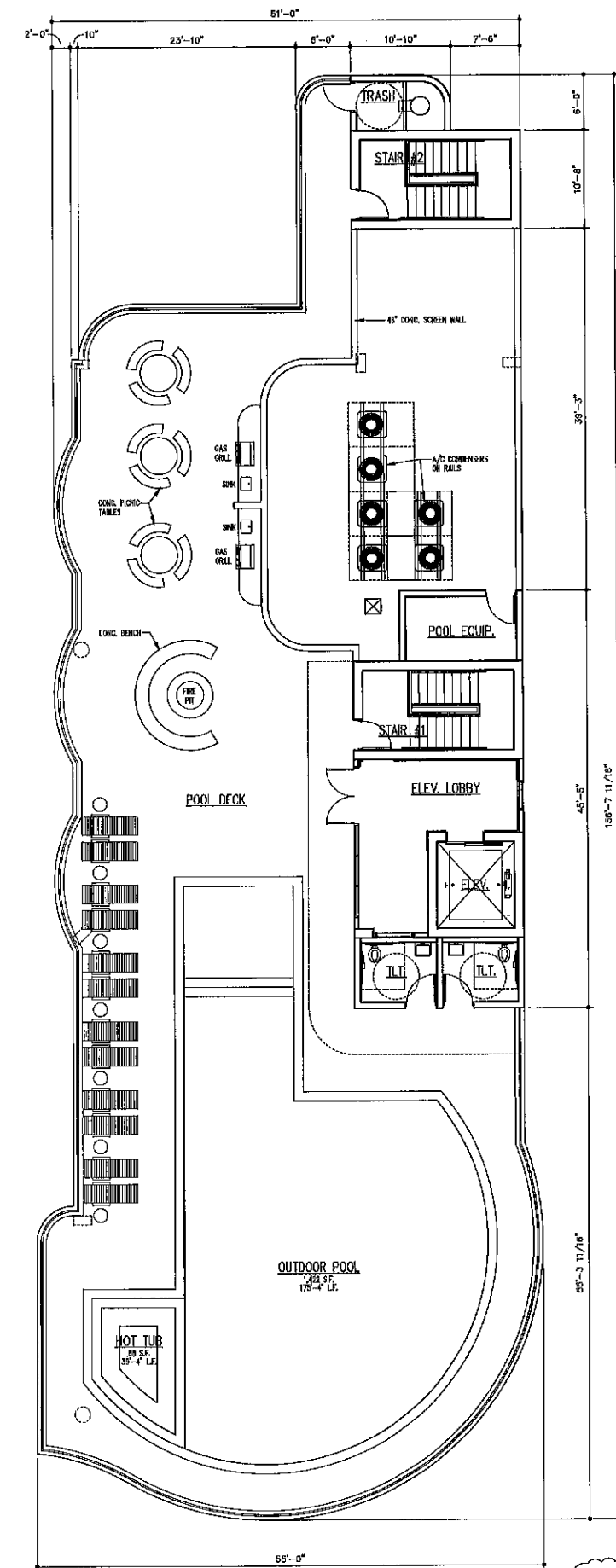
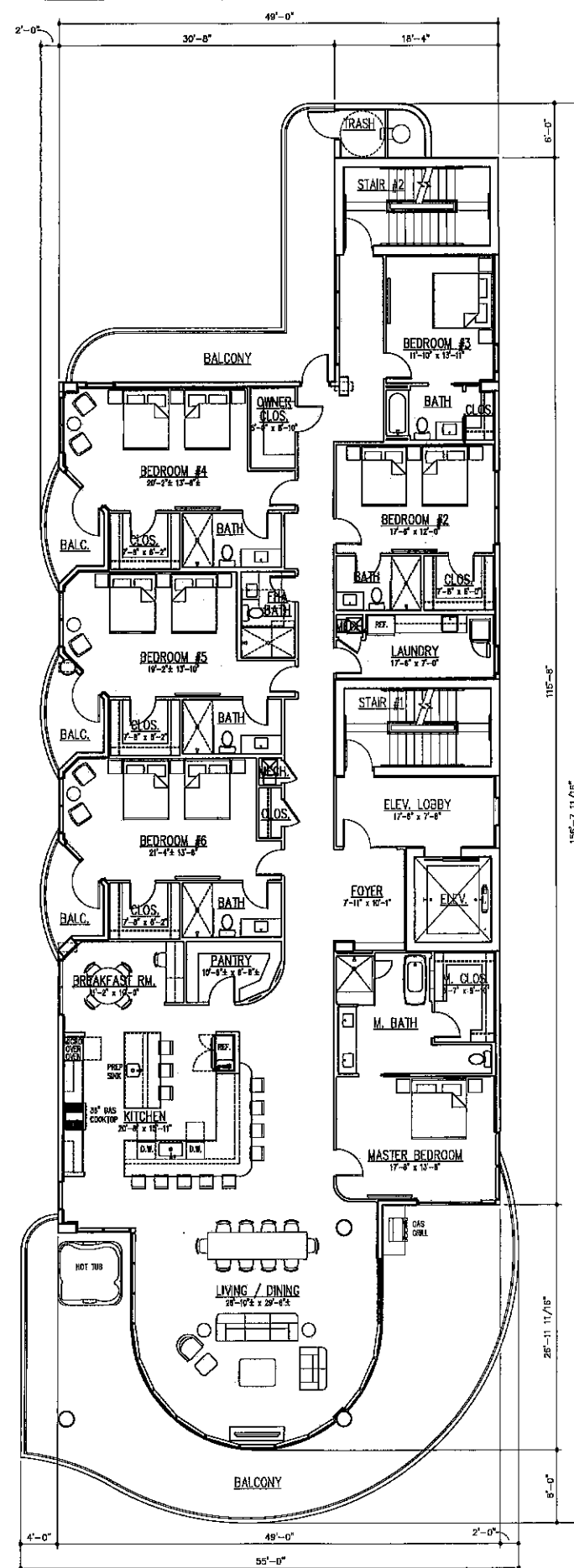
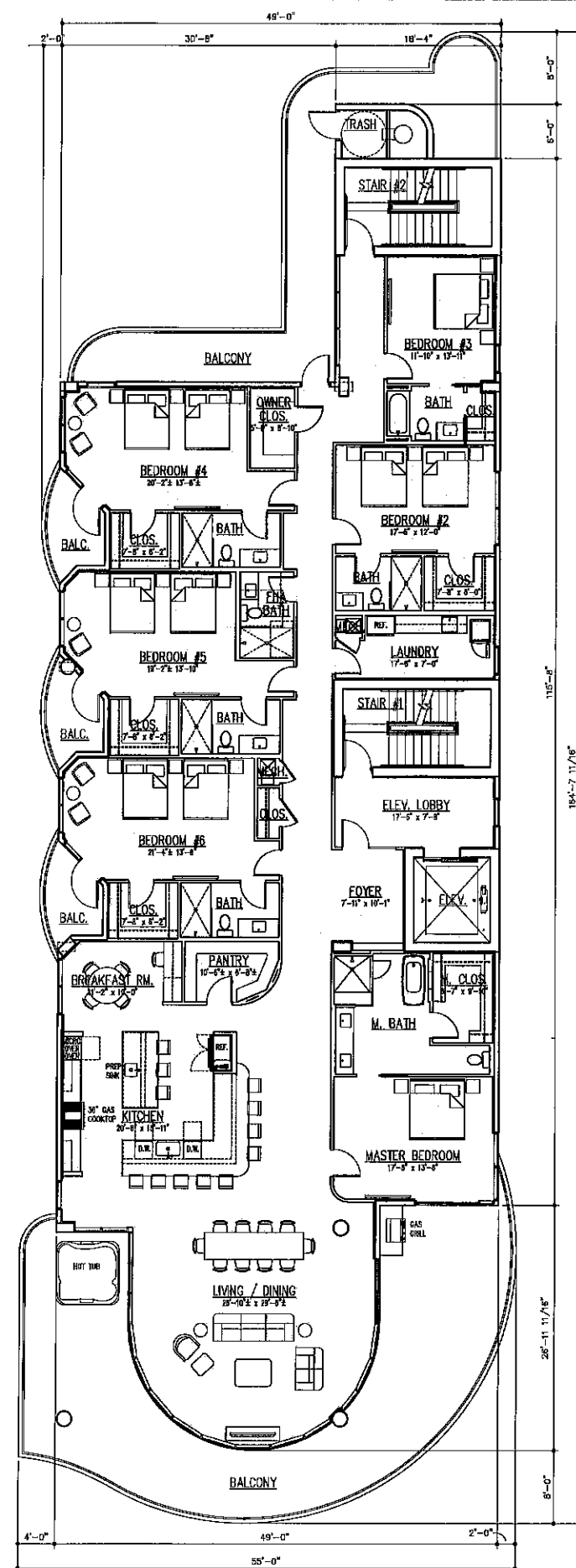
11/27/23 - RESP. TO COMMENTS

FILE: FD22021

DATE: NOVEMBER 3, 2023

A121

ENLARGED UNIT PLANS
 NORTH LOT



TP NORTH
Orange Beach, Alabama

Orange Beach, Alabama

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FILE NAME:

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FILE: FD22021
DATE: NOVEMBER 3, 2023

A122

ENLARGED UNIT PLAN
SOUTH LOT

TP NORTH
Orange Beach, Alabama

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IA

TABLE 1

NAME: _____

Figure 1 illustrates the two-dimensional domain used in the study. The domain is a rectangle with a horizontal axis labeled x and a vertical axis labeled y . The origin $(0,0)$ is at the bottom-left corner. The right boundary is at $x=L$ and the top boundary is at $y=H$. A dashed line represents the interface at $y=H/2$. The region below the interface ($0 \leq y \leq H/2$) is labeled "Water" and contains a velocity profile $u(x,y)$ represented by a solid line. The region above the interface ($H/2 \leq y \leq H$) is labeled "Air" and contains a velocity profile $u(x,y)$ represented by a dashed line. The velocity profiles are shown as functions of x , with the water profile being higher than the air profile. The air profile is shown as a dashed line, indicating it is not the primary focus of the analysis.

DISCUSSION

11/27/23 - RESP. TO COMMENTS

[illegible]

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11

100

1000

Trial	Control	MCI	AD
1	95	85	75
2	95	85	75
3	95	80	70
4	95	78	68
5	95	75	65

FD22021

NOVEMBER 3, 2023

10155

AIOIBR ||

BY-RIGHT SITE PLAN

Page 152

SITE DATA NORTH LOT:

LOT AREA: 804,722 S.F. (18.47 AC.)
IMPERVIOUS AREA: 389,998 S.F. 48.5%
LANDSCAPED AREA: 414,724 S.F. 51.5%

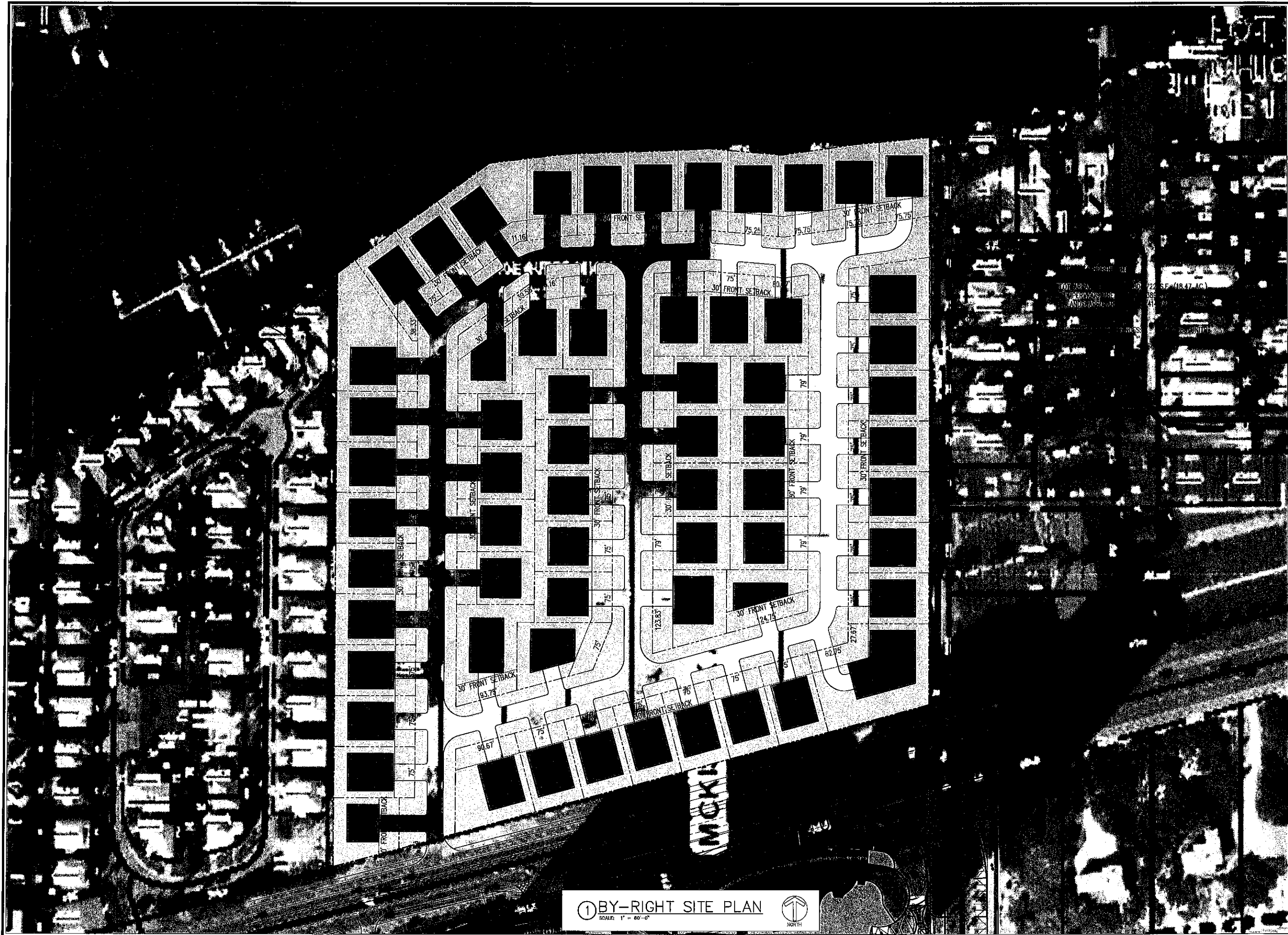
SINGLE FAMILY RESIDENCES: 63 UNITS

① BY-RIGHT SITE PLAN
SCALE: 1" = 80'-0"

SCALE: 1" = 80'-0"



ADDED FRONT SETBACK LINES
ADDED FRONT LOT DIMENSIONS



① BY-RIGHT SITE PLAN
SCALE: 1" = 60'-0"



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Orange Beach, Alabama

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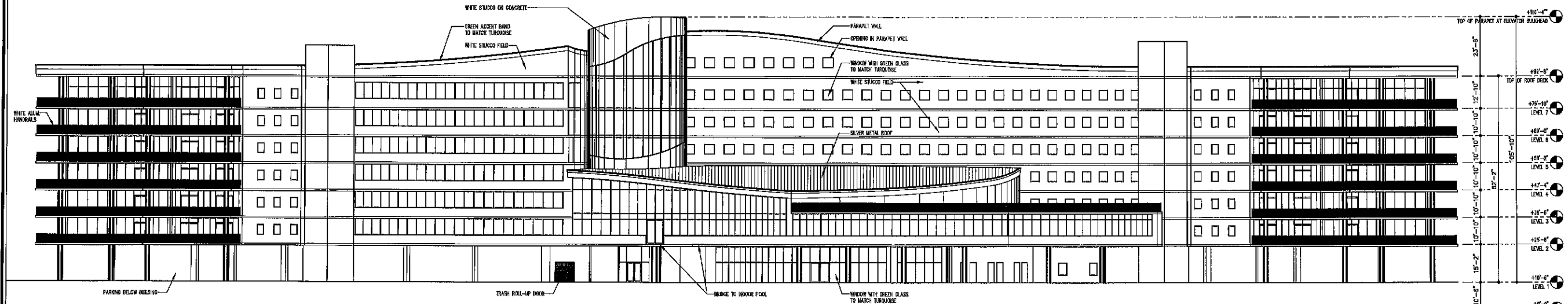
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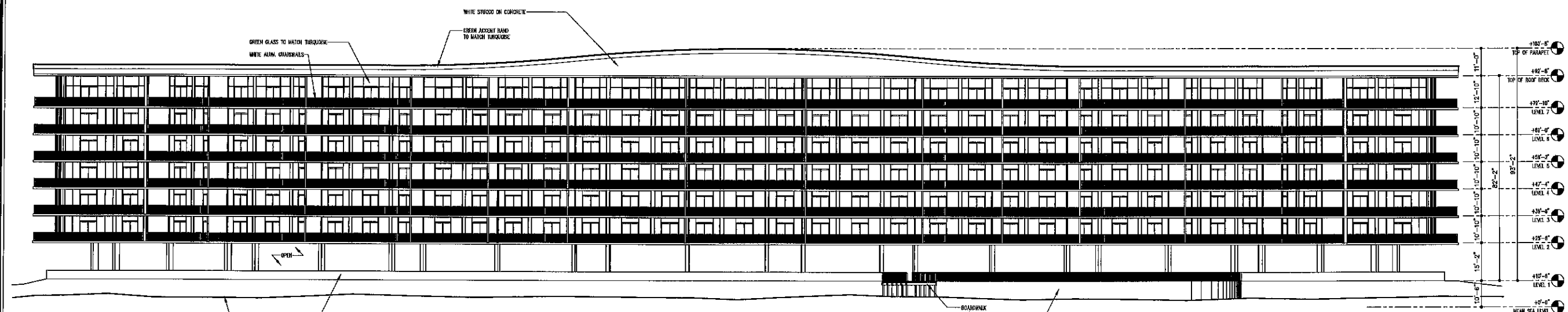
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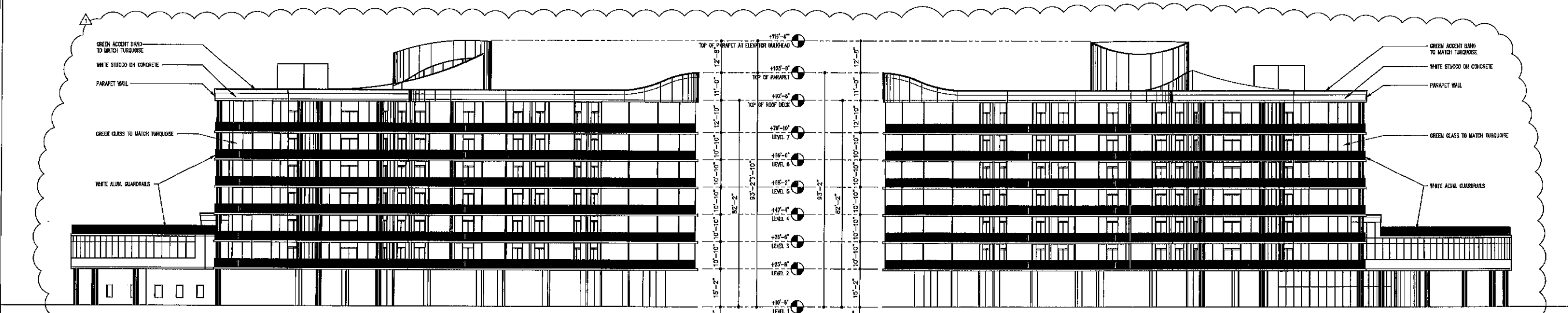
BY-RIGHT SITE PLAN
WITH AERIAL



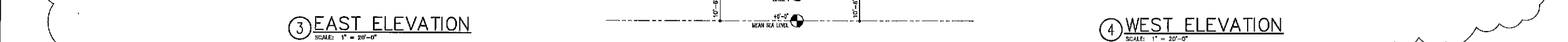
① SOUTH ELEVATION
SCALE: 1" = 20'-0"



② NORTH ELEVATION
SCALE: 1" = 20'-0"



③ EAST ELEVATION
SCALE: 1" = 20'-0"



④ WEST ELEVATION
SCALE: 1" = 20'-0"

TP NORTH

Orange Beach, Alabama

FORREST DANIELL
& Associates, P.C.



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Daphne, AL 36526
(251) 625-6490
(251) 625-6494 fax
www.fdnell.com

DATA
SCALE:
FILE NAME:

REVISIONS
11/27/23 - RESP. TO COMMENTS

FILE: PD22021
DATE: NOVEMBER 3, 2023

201

EXTERIOR ELEVATIONS
NORTH LOT

TP NORTH

Orange Beach, Alabama

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DATA
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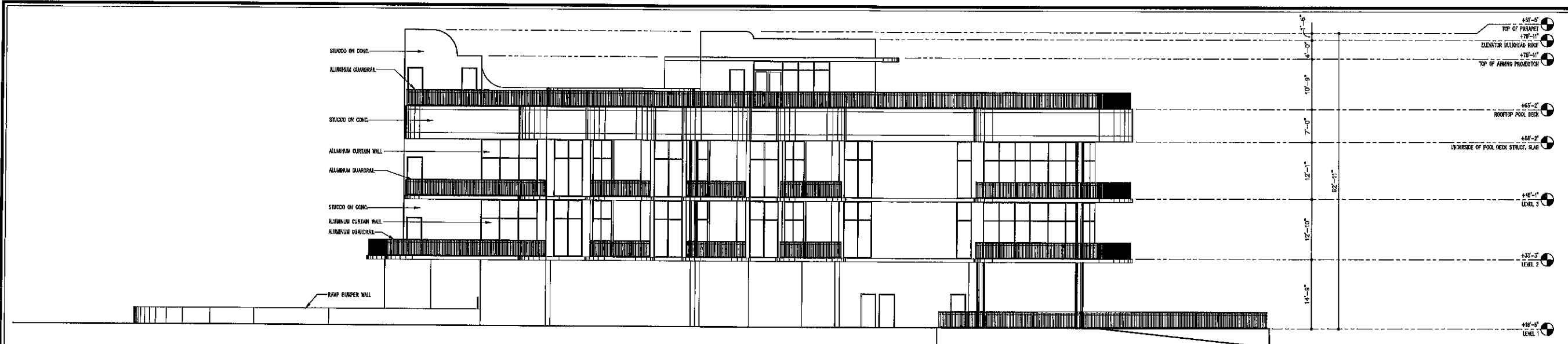
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11/29/23 - RESP. TO COMMENTS

FILE: FD22021
DATE: NOVEMBER 3, 2023

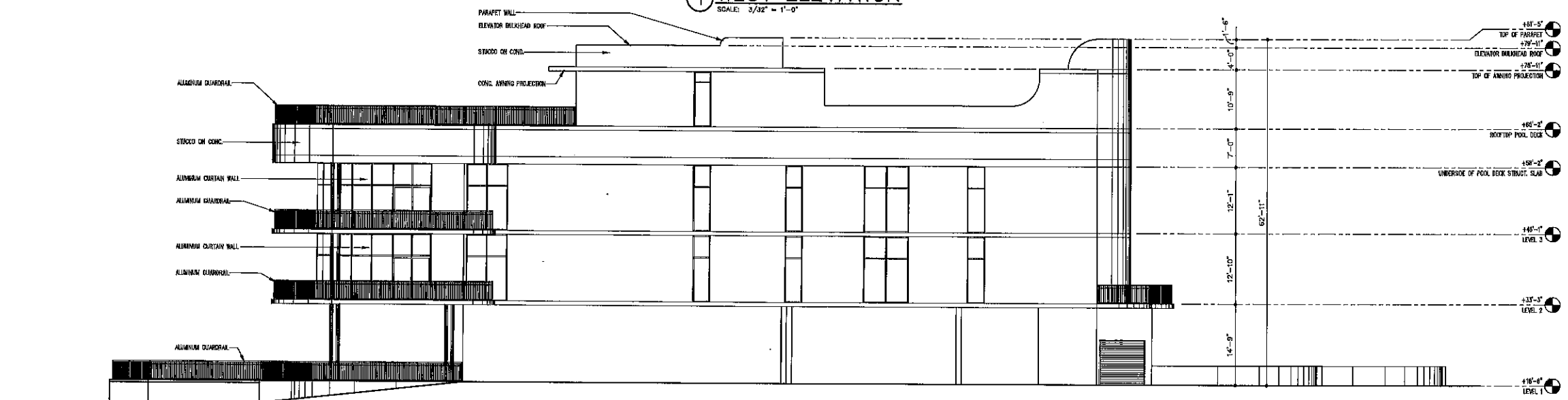
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EXTERIOR ELEVATIONS
SOUTH LOT

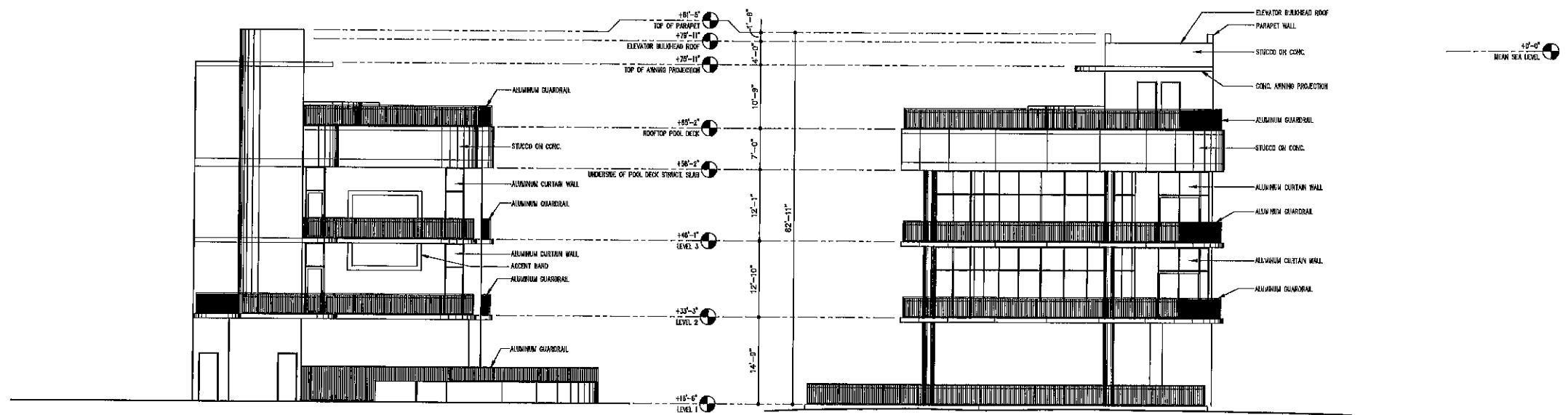
ADDED SHEET



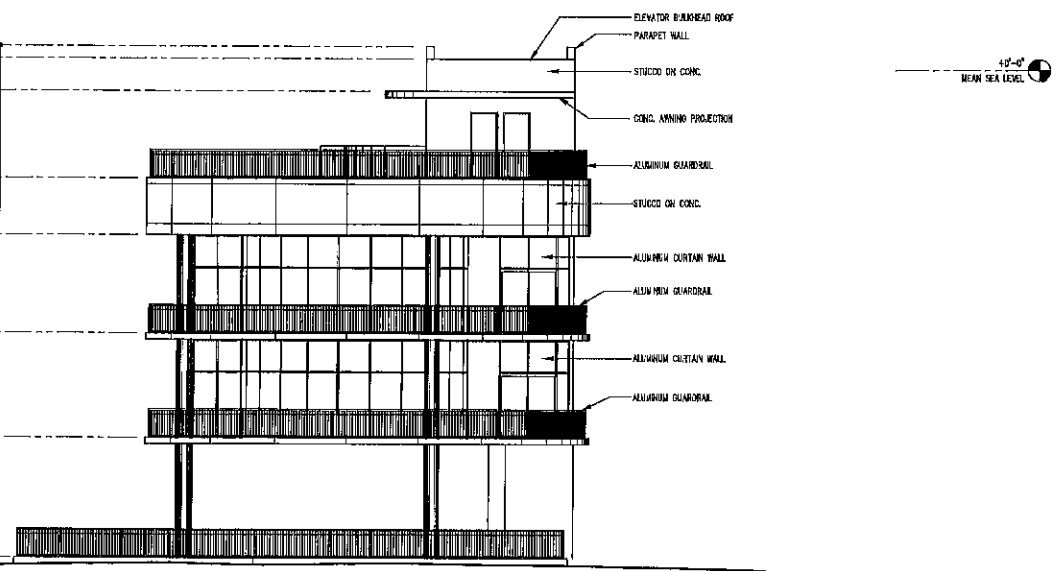
① WEST ELEVATION
SCALE: 3/32" = 1'-0"



② EAST ELEVATION
SCALE: 3/32" = 1'-0"

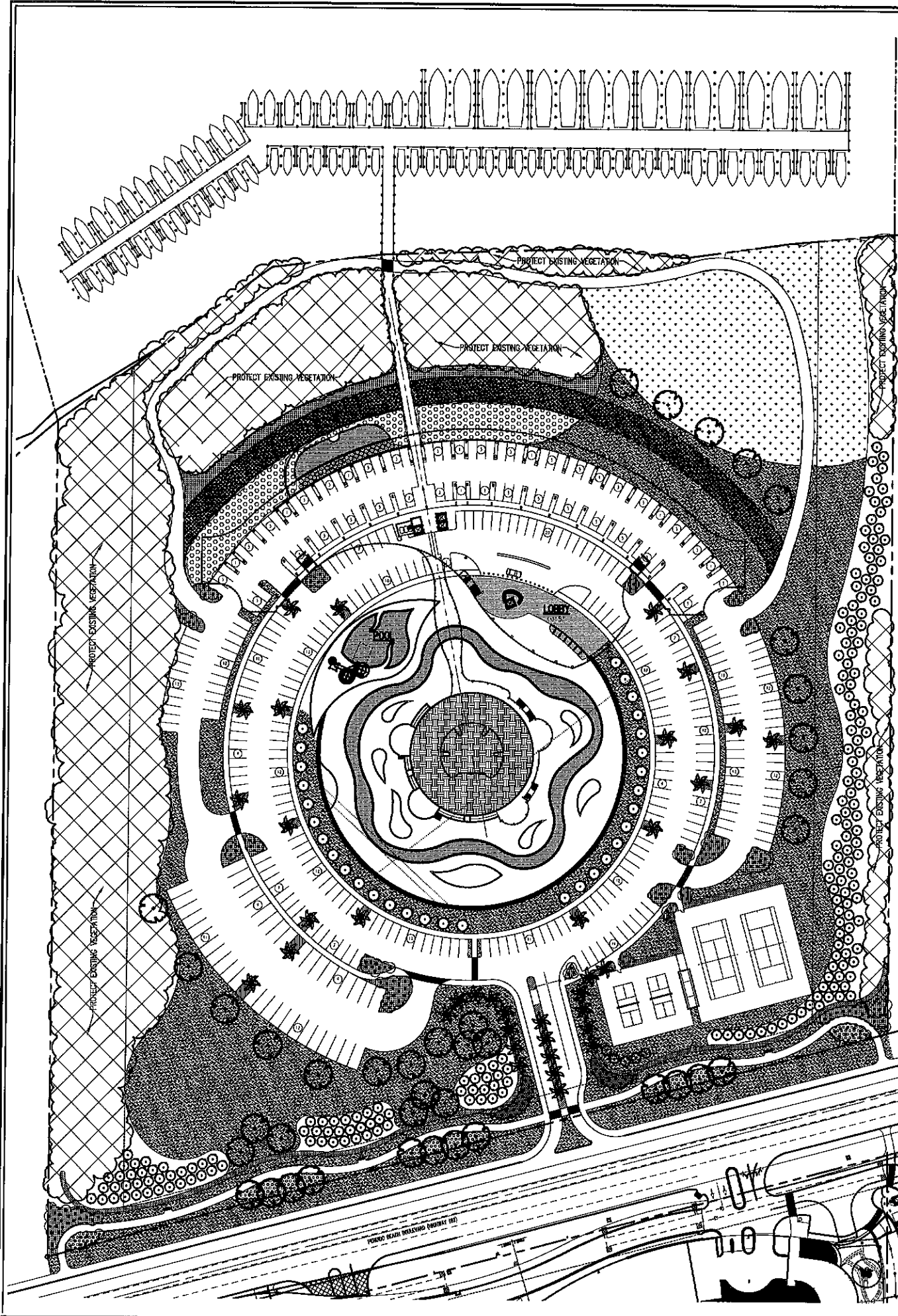


③ NORTH ELEVATION
SCALE: 3/32" = 1'-0"



④ SOUTH ELEVATION
SCALE: 3/32" = 1'-0"

11-27-2023



- SABAL PALMS
- MULE PALMS
- SOUTHERN MAGNOLIA BRACKENS BROWN BEAUTY
- SOUTHERN LIVE OAK
- AMERICAN GREENLEAF HOLLY
- HEDGE OF PODOCARPUS PRINGLES
- FAKAHATCHEE GRASS
- SEASONAL COLOR
- BREEZE GRASS
- EMPIRE ZOYSIA SOD
- PURPLE MUHLY GRASS
- DWARF WAX MYRTLE
- PROTECTED VEGETATION

Site Planting Requirements: T P North

Required Qty. of Trees:	Qty. of Overstory Trees Planted
Road Frontage: 914.5 Linear Feet	
Sabal Palmetto 12' C.T. (42 Palms) (3 Palms equal 1 Tree)	14 Credited Trees
Quercus virginiana 'Southern Live Oak' 12-14 Ft.	12
Total Trees Planted for Frontage Requirements:	29
Vehicular and Paved Parking & Building Area: Impervious Area 360,259 S.F.	
x Butyrus nubbondit 10' C.T.	6
Quercus virginiana	24
Magnolia grandiflora	191
Ilex opaca 'Greenleaf'	31
Sabal Palmetto 12' C.T. (123 Palms) (3 Palms equal 1 Tree)	41 Credited Trees
Total Trees planted for site:	293

Note: The Landscape Design Ordinance for the City of Orange Beach Requires (3) Palms for each required Tree.

QTY	COMMON NAME	TYPE	SIZE	REMARKS	PLANTER #
31	Quercus virginiana	Tree	12' H. Min. 45' C.T.	3.55' Caliper, Male/Young, Matching quercus 'Grade A'	
191	Magnolia grandiflora	Tree	Min. 12' H.	3.55' Caliper, Grade A, Matching	
36	Quercus virginiana	Tree	Min. 12' H.	3.55' Caliper, Grade A, Matching	
177	Sabal Palmetto	Palms	12' C.T.	Min. of 18' Caliper, New Trunks, Matching Pili Detail	
25	Butyrus nubbondit	Palms	10' C.T.	Matching quercus Florida Palms, Grade A	
31	Ilex opaca 'Greenleaf'	Shrub	4' H. Min.	Full specimen Florida Palms, Grade A, Matching	
306	Quercus virginiana	Shrub	3' H. Min.	Seeger Planting 12' or Randomly Grade A, Matching	
191	Magnolia grandiflora	Shrub	3' H. Min.	Seeger Planting 5' or Randomly Grade A, Matching	
31	Ilex opaca 'Greenleaf'	Shrub	3' H. Min.	Seeger Planting 5' or Randomly Grade A, Matching	
41	Sabal Palmetto	Palms	12' C.T.	Seeger Planting 5' or Randomly Grade A, Matching	
293	Total Trees				
GROUNDCOVERS & GRASSES:					
335	Lamourea laevis	Grass	3' H. Min.	Full plant, plant 4' or Florida Pines, Grade A	
120	Muhlenbergia capillaris	Grass	1' H. Min.	Full plant, plant 4' or Florida Pines, Grade A	
335	Trisetum arvense	Grass	3' H. Min.	Full plant, plant 4' or Florida Pines, Grade A	
120	Trisetum arvense	Grass	1' H. Min.	Full plant, plant 4' or Florida Pines, Grade A	
335	Trisetum arvense	Grass	3' H. Min.	Full plant, plant 4' or Florida Pines, Grade A	
120	Trisetum arvense	Grass	1' H. Min.	Full plant, plant 4' or Florida Pines, Grade A	
335	Trisetum arvense	Grass	3' H. Min.	Full plant, plant 4' or Florida Pines, Grade A	
120	Trisetum arvense	Grass	1' H. Min.	Full plant, plant 4' or Florida Pines, Grade A	
335	Trisetum arvense	Grass	3' H. Min.	Full plant, plant 4' or Florida Pines, Grade A	
120	Trisetum arvense	Grass	1' H. Min.	Full plant, plant 4' or Florida Pines, Grade A	

Project Notes:
Site Contractor is responsible for all site work, demolition, rough grading, final grading and following work specified in the following landscape. Irrigation will be fully automatic, permanent and installed providing 100% coverage for all required landscaped areas.

PART 1 GENERAL
Description: Furnish all labor, materials and equipment necessary to complete the removal and placement of approved soil.
Related work specified elsewhere: Trees, Palms, Shrubs, Groundcover, Sodding and Irrigation (See L-40)

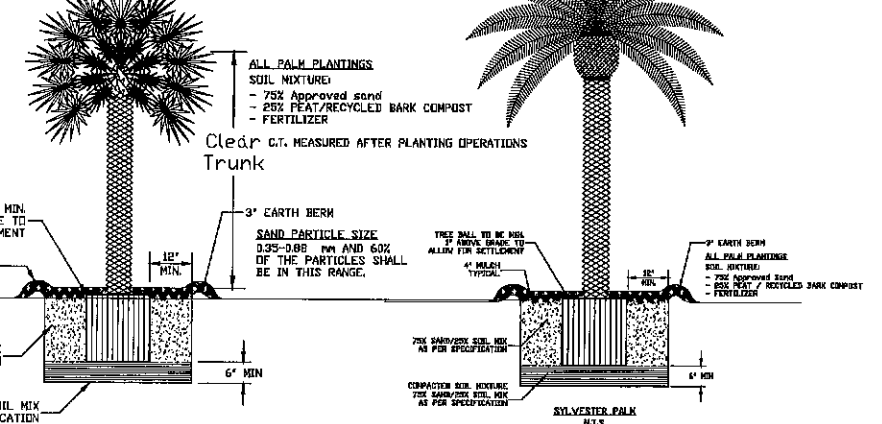
PART 2 PRODUCTS
Topsoil: Topsoil approved soil for trees to be matching and that is natural, fertile and friable possessing the highest quality found in area. The approved soil will be beach compatible and appropriate for planting. The soil shall be obtained from natural well drained areas and free of growth or reproductive parts or noxious weeds. Approved soil shall be without admixture of animal or synthetic substances. Soil will be sifted and clean of debris. Quality of the soil shall be approved by the landscape architect. Soil shall not be stripped, collected or deposited while wet.

PART 3 EXECUTION
General Excavation: This shall include the areas on which pavement has been removed for planting trees showing unacceptable soil for good plant growth. Remove unacceptable materials such as clay, asphalt, brick, concrete, glass, wood products and metals to a depth of the original soil elevation prior to construction and site disturbance and back filling.
Take soil test and treat soil as per recommendation by soil testing laboratory. Use Site One, Inc. or equal as the testing laboratory.
Locate benchmarks and other reference points for final elevations for topsoil. Notify the Landscape Architect of any discrepancies in indicated reference points.

Place a minimum of 6" of approved soil over planted and grass areas according to elevations set forth on grading plans (See Civil Drawings). The finished surface shall be reasonably smooth, compacted, free from irregular surfaces changes and ready for planting. The degree of finish shall be that ordinarily obtained from a blade grader. The finished surface shall not be more than .15 feet above or below the established grade and .08 feet below final grades along curbs and sidewalks.
The final grade shall be inspected and approved by Landscape Architect.
Clean-up: Remove all debris and excess materials from the project site. Remove all protective barricades.

Place a minimum of 6" of approved soil over planted and grass areas according to elevations set forth on grading plans (See Civil Drawings). The finished surface shall be reasonably smooth, compacted, free from irregular surfaces changes and ready for planting. The degree of finish shall be that ordinarily obtained from a blade grader. The finished surface shall not be more than .15 feet above or below the established grade and .08 feet below final grades along curbs and sidewalks.
The final grade shall be inspected and approved by Landscape Architect.
Clean-up: Remove all debris and excess materials from the project site. Remove all protective barricades.

Place a minimum of 6" of approved soil over planted and grass areas according to elevations set forth on grading plans (See Civil Drawings). The finished surface shall be reasonably smooth, compacted, free from irregular surfaces changes and ready for planting. The degree of finish shall be that ordinarily obtained from a blade grader. The finished surface shall not be more than .15 feet above or below the established grade and .08 feet below final grades along curbs and sidewalks.
The final grade shall be inspected and approved by Landscape Architect.
Clean-up: Remove all debris and excess materials from the project site. Remove all protective barricades.



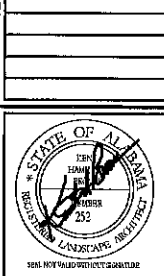
1 Landscape Plan
SCALE: 1" = 80'-0"

TP NORTH
Orange Beach, Alabama

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Architecture & Planning
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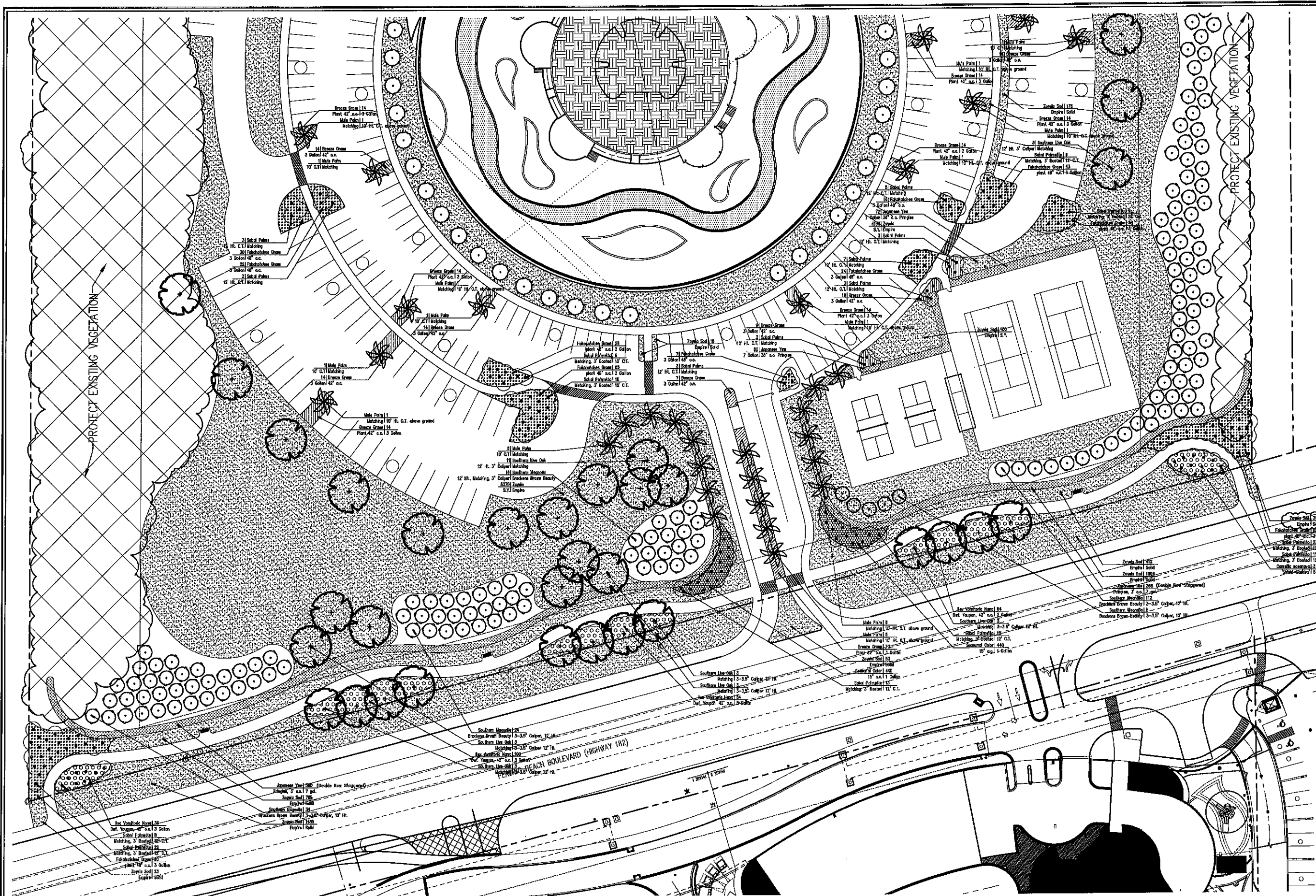
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REVISIONS
NOVEMBER 27, 2023



FILE: F022021
DATE: NOVEMBER 8, 2023

L-1.0



SOUTH HALF OF TP NORTH

2 Landscape Plan
SCALE: 1" = 30'-0"

TP NORTH
Orange Beach, Alabama

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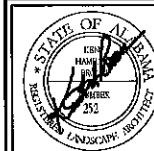
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REVISIONS

NOVEMBER 27, 2023



FILE: FB22021

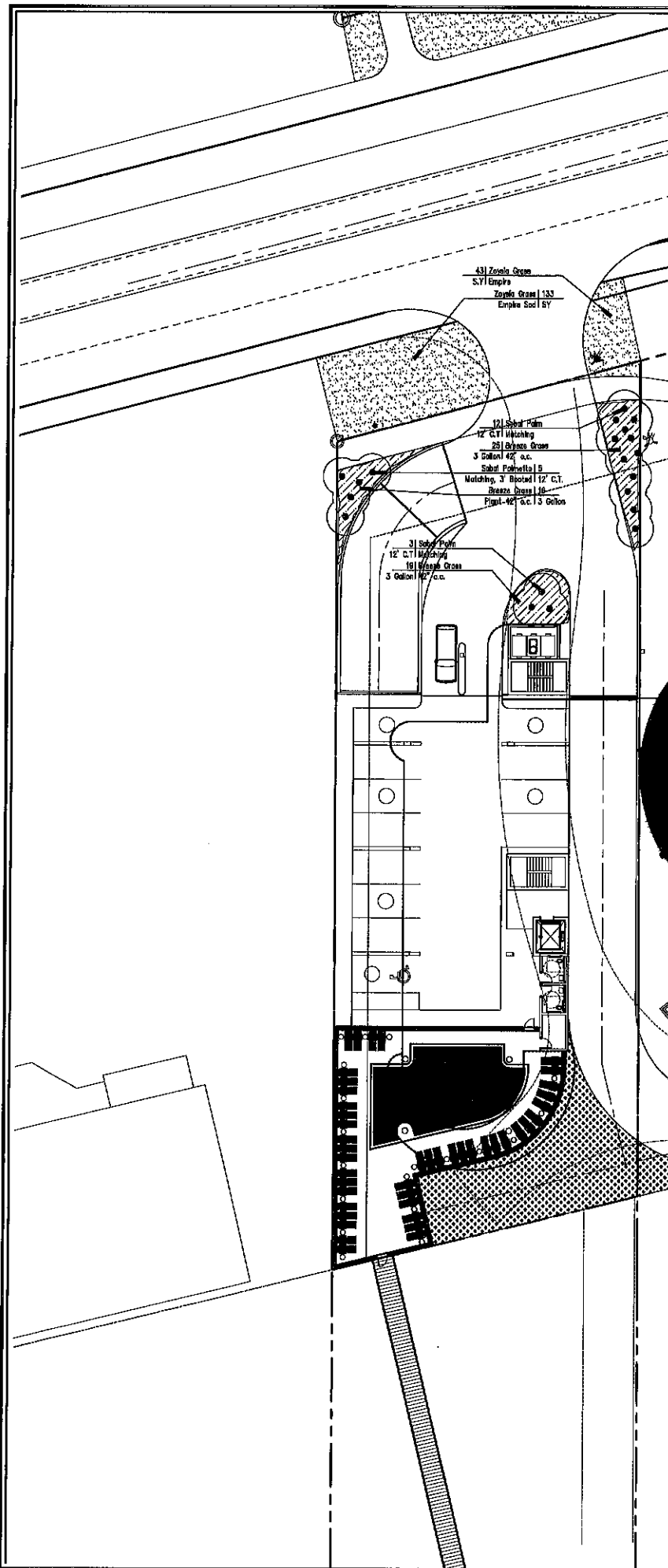
DATE: NOVEMBER 8, 2023

L-2.0



11-27-2023

11-27-2023



Site Planting Requirements: South Lot

	Required Qty. of Trees:	Qty. of Overstory Trees Planted
Road Frontage: 93.06 Linear Feet	3 Required Trees	
Sabal Palmetto 12' C.T.		3 Credited Palms
Total Trees Planted for Frontage Requirements:		3
Vehicular and Paved Parking & Building Area: Impervious Area 18,877 S.F.	15 Required Trees	
Sabal Palmetto 12' C.T.		3 Credited
Total Palms planted for site:		(20) 6 Credited

PLANTING LEGEND						
QTY	Botanical Name	Common Name	Type	Size	Nursery	Phone #
20	Sabal Palmetto	Sabal Palm	Palms	12' C.T.	Min. of 18" Caliper Class, New Trees, Shipping Fully Balled	Greenhouse, Inc. (800) 783-5177
62	Lomandra longifolia	Green River Grass	Grass	2 Gallon	Full plant, plant 40" a.c., Florida Fluffy, Grade A	Tom Doherty (251) 649-1900
126	Empire Zoysia Grass	Empire Zoysia Grass	Grass	1/2" Solid Soil	Empire Zoysia	1 Croft Palm (251) 955-5000

Project Notes:
Site Contractor is responsible for all site work, demolition, rough grading, final grading and following work specified in the following Earthwork.

Hardwork:
PART 1 GENERAL
Description-Furnish all labor, materials and equipment necessary to complete the removal and placement of approved soil.

Related work specified elsewhere: Trees, Palms, Shrubs, Groundcover, Sodding and Irrigation (See 1-4.0)

PART 2 PRODUCTS:
Topsoil: Topsoil (Approved soil for Area) is to be matching sand that is natural, fertile and friable possessing the highest quality found in area. The approved soil will be leach compatible and appropriate for planting. The soil shall be obtained from natural, well drained areas and free of growth or reproductive parts or noxious weeds. Approved soil shall be without admixture of subsoil unless approved by Landscape Architect. The soil shall not contain stones, stumps, roots or similar substances. Soil will be sifted and clean of debris. Quality of the soil shall be approved by the landscape Architect. Soil shall not be stripped, collected or deposited while wet.

PART 3 EXECUTION
General Excavation: This shall include the areas to which pavement have been removed for planting areas showing unacceptable soil for good plant growth. Remove unacceptable materials such as clay, asphalt, brick, concrete, glass, wood products and metals to a depth of the original soil elevation prior to construction and site disturbance and back filling.

Take soil test and test soil as per recommendation by soil testing laboratory. Use SiteOne, Inc. or equal as the testing laboratory.

Locate benchmarks and other reference points for final elevations for topsoil. Notify the Landscape Architect of any discrepancies in indicated reference points.

Place a minimum of 6" of approved soil over planted and grass areas according to elevations set forth on grading plan (See Civil Drawings). The finished surface shall be reasonably smooth, compacted, free from irregular surfaces changes and ready for planting. The degree of finish shall be that ordinarily obtainable from a blade grader. The finished surface shall not be more than .15 feet above or below the established grade and .08 feet below final grades along curbs and sidewalks.

The final grade shall be inspected and approved by Landscape Architect.

Clean-up: Remove all debris and excess materials from the project site. Remove all protective barricades.

PART 1 Native Vegetation Plantings:

Plantings: Use an anti-decay planting gel and slow release fertilizer with each nursery plant following these guidelines for best results in restoring or creating plantings in the Alabama Gulf Coast Area. Ideal seasons for planting are fall and spring, specifically, October and March.

Planting Guide Lines:

- On planting day, prepare Terra-soil/fertilizer mix:
 - Place about 8 oz of dry Terra-soil gel into the bottom of a 5 gallon bucket.
 - Fill bucket 2/3 to 3/4 full of water.
 - Wait 20-30 minutes for gel to fully expand, the mix looks like crushed ice when ready.
 - If gel is too soupy after 20 minutes, add a little more gel and stir. Wait 20 more minutes before adding more gel to get the correct consistency.
 - Once gel has fully expanded, add about 8 oz of slow release fertilizer, such as Osmocote 19-6-12 NPK ratio. Mix well until fertilizer is evenly distributed in the gel.

- On planting day, prepare Terra-soil/fertilizer mix to the bottom of each hole, 1-2 oz for tubling plants and more for larger plants.

- Scout out hole in sand deep enough to leave a least 1/3 of the leaves (See Out) and other grasses exposed.

- Add 6-8 oz of Terra-soil/fertilizer mix to bottom of hole, 1/2 oz more for larger plants.

- Cover roots with at least 2-3" of wet sand.

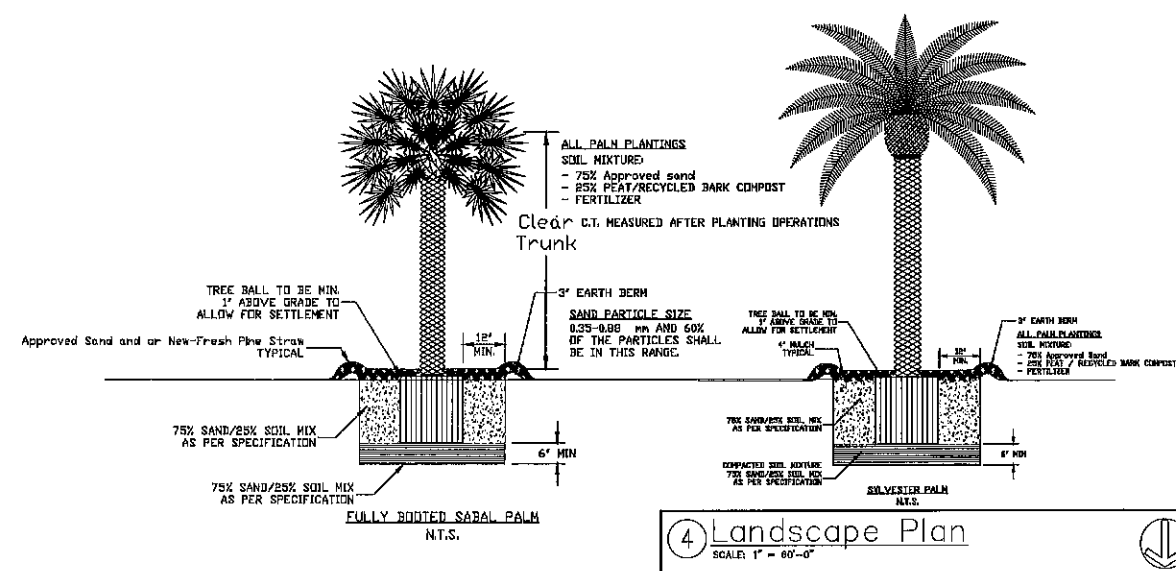
- Fill in the remainder of the hole to cover the plant leaving about 1/3 of the green leaves (See Out) exposed.

The planting operations will be inspected and approved by Landscape Architect.

Clean-up: Remove all debris and excess materials from the project site. Remove all protective barricades.

Note: Contractor shall provide 100% irrigation coverage to all new planted areas. Reference NS-01 for Specifications.

Note: The Landscape Design Ordinance for the City of Orange Beach Requires (3) Palms for each required Tree, 9 Sabal Palms have been planted in the front for the (3) required trees. Also due to wind loads and salt spray the selection of trees has been limited to palms. Due to available space the tree count was not met according to 3 Palms is equally to 1 tree.



TP SOUTH LOT
Orange Beach, Alabama

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NOVEMBER 27, 2023



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DATE: NOVEMBER 8, 2023

L-4.0

PROJECT NOTES:

Prior to commencement of work Contractor shall:

1. Verify existing grades prior to commencement of site preparation. If existing grades are at variance with drawings, notify Architect immediately and receive instructions prior to proceeding.
2. Coordinate with Architect delineation of staging areas and procedures.

LANDSCAPE PLANTING

Mulch all trees and shrubs with clean approved sand. Mulch all groundcovers and color plantings with approved sand.

Berm all planting islands a minimum of 18.75% slope. (3" rise in 4')

The landscape contractor shall verify all existing conditions, elevations and site elements prior to bidding. The contractor shall obtain all proper permits/licenses and line locations prior to commencing work. The contractor is responsible for the installation of the plan and the integrity of the design, workmanship and materials.

Soil test required for existing soil and soils from off-site sources. Soil for planting areas shall be amended per soil test recommendations. Samples should be taken in advance so ample time can be given for testing and results evaluation.

Any discrepancies in the planting plan shall be brought to the attention of the architect so a prompt decision can be made. All workmanship and materials are to be guaranteed for a period of one full year (12 months), upon final acceptance of the project in writing by the Architect.

The Architect shall submit for approval, the plans to the county and the city of Orange Beach for the approval of the landscape plans.

The landscape contractor shall touch up the landscape planting and review the irrigation system after all the other contractors are completed with their work.

All excavations shall be dug by hand in all R.O.W.s.

The contractor shall furnish, erect and maintain barricades, warning signs, lights and other traffic control devices in conformity with the Federal Highway Administration manual on uniform traffic control devices for streets and highways, latest edition. Contractor is responsible for maintaining proper traffic control for public safety adjacent to construction site.

The Contractor Is Responsible For The Actual Plant Counts On Plan, any discrepancies shall be brought to the attention of the Landscape Architect prior to bidding. Landscape Contractor shall count qty. of symbols on the plan and spacing of shrubs and groundcovers if they are a hatched area on the plan. The Plant Legend is only for reference.

SPECIFICATIONS:

SECTION 1: TREES, SHRUBS AND GROUND COVER

PART 1 GENERAL

Description: Furnish all labor, material and equipment necessary to complete all planting of Palms, shrubs and ground cover as indicated on the drawing and specified herein. Related work specified elsewhere: Earth work, Sodding, Underground irrigation

PART 2 MATERIALS

SOIL AMENDMENTS

Planting Soil - Shall be Miracle Grow or approved equal, containing 30% peat moss and 70% bark with lime and fertilizer applied at rates recommended by SiteOne, Inc. per required soil test.

Peat Moss - Peat moss shall be low in content of woody material and free of minerals harmful to plant life. Peat moss shall have a pH ranging from 4.0 to 6.0. Moisture content shall not exceed 30% by weight. Water absorbing capacity shall be from 1100 to 2000 percent. Peat moss shall be natural, shredded or granulated. Shall be a processed, dehydrated, sphagnum moss peat volume in cubic feet and the trade name of the supplier printed on the bale wrapping or on a securely attached tag.

Fertilizer for Trees, Shrubs and Ground Cover - Conform to all applicable State fertilizer laws. Deliver in original, unopened containers, each bearing the manufacturer's guaranteed analysis. Fertilizer shall be uniform in composition, dry, and free flowing. Fertilizer, which becomes caked or otherwise damaged and unsuitable for use will not be accepted. Complete fertilizer will depend on the soil test that will be delivered to SiteOne, Inc.

Mulch - Clean and new Pine straw mulch for Palms and shrubs shall be free of excess foreign matter, insects, diseases, weed seed and other soil borne pests. Shall be delivered in bulk, bags or bales. Mulch all mondo grass with fine ground pine bark mulch.

Pre-emergent Herbicide - Suitable pre-emergent herbicide shall be used for control of voluntary Bermuda grass and other broadleaf weeds. Shall be approved by the Architect.

PLANT MATERIALS

Quality and Size - Plant Materials should be as indicated on the drawings and as follows: Plants shall have a habit of growth that is normal for the species and shall be sound, vigorous, free from insect pests, plant diseases, and injuries. All plants shall equal or exceed the measurement specified in the plant use list, which are minimum acceptable sizes. They shall be measured before pruning, with branches in normal position. Any necessary pruning shall be done at time of planting. However, no plant supplied under this contract shall be pruned back to such an extent that it no longer meets specifications. Requirements for the measurements, branching, grading, quality, baling and budup of plants in the plant use list generally follow the American Standards for Nursery Stock, latest Edition.

Substitutions - Substitutions will be permitted only upon submission of proof that any plant is not obtainable within 500 miles and by authorization of the owner or agent of a change order providing for use of the nearest equivalent obtainable size or variety of plant having the same essential characteristics with an equitable adjustment of contract price.

Balled and Burlapped Plants - shall be dug with firm, natural balls of earth of sufficient diameter for full recovery of the plant. Balls shall be firmly wrapped with burlap or similar material and bound with twine cord or wire mesh. Where necessary to prevent breaking or cracking of the ball during the process of planting, the ball may be secured to a platform.

Container Grown Plants - Shall be healthy, vigorous plants grown for at least six months in the container. Upon examination, the root system must be completely intact showing no evidence of injury to the fibrous roots. Each plant shall meet the minimum caliper, height, or spread designated on the plant use list. All "cans" or containers must be removed before planting.

Delivery - Plants shall not be delivered to site prior to the time they are to be planted.

Notice of Sources - Immediately following the reward of the contract the Architect shall be notified of the sources of the materials required or desired to be inspected. Landscape Contractor will submit sources, pictures and name of products to be used for approval.

Plant Inspections - The Contractor shall be responsible for all certificates of inspection of plant materials that may be required by Federal, State or other authorities to accompany shipment of plants. Inspection of plants to be balled and budup may be made at the place of growth. All plants must be inspected and approved before they are planted. Inspection and approval by the Architect of the plants at the place of growth or upon delivery shall be for quality, size and variety only and shall not in any way impair the right of rejection for failure to meet other requirements during the process of the work.

PART 4 EXECUTION

Layout - New planting shall be located where indicated on the plants except where obstructions below ground or overhead are encountered or where changes have been made in the construction. Necessary adjustments shall be made only after approval by the Architect. Excavations shall include stripping and stacking of all acceptable topsoil encountered within the areas to be excavated. The Contractor at his expense shall dispose of all excavated material unacceptable for reuse.

Planting Pits - Minimum diameter of tree pits shall be three (3) feet greater than the diameter of the ball, container, or spread of the roots. Minimum depth as required for trees, shrubs, and other plants shall be as deep as required to allow a minimum of six inches of compacted prepared topsoil mixture under the ball of roots. Remove all materials detrimental to optimum plant growth such as: red clay, stones greater than 2" in diameter, concrete, rebar, wire, brick, mortar, asphalt and any contaminated soil. Minimum diameter of pits for shrubs and other plants shall be one foot greater than the ball container, or spread of the roots.

Provide adequate pit drainage in substrate formations directed by the Architect. Test excavated plant pits to determine if sufficient drainage is present for proper plant survival. If drainage is unsatisfactory notify Architect in writing of condition before planting in questionable areas. Contractor is fully responsible for warranty of plant materials. Any existing subsoil, construction debris, or other detrimental materials in bed areas shall be excavated to a depth of one foot and disposed of by the Contractor at his expense. Place sand to specified depth.

Soil Preparation

General - All planting on grade except turf areas shall be done in a prepared sand plant mixture containing 25% potting soil mixture and fertilizer applied at rates recommended by SiteOne, Inc. per required soil test. All soil preparation material will be free of all foreign materials and insects including fire ants.

Soil shall be thoroughly settled by tamping and watering. Finished grades or prepared soil fills shall be fixed initially at an elevation 10% of the fill depths higher than the intended final elevation. Prepared soil shall be moist but not wet during planting operations.

PART 5 SETTING OF PLANT MATERIAL

Setting Plants - Unless otherwise specified, all plants shall be planted in pits, centered, and set on 6 inches of compacted soil mixture or prepared soil to such a depth that the finished grade level at the plant after settlement will be the same as that at which the plant was grown.

They shall be planted upright (plumb) and faced to give the best appearance or relationship to adjacent structures. No budup shall be pulled out from under balls. Platforms, wire and surplus binding from top and sides of the balls shall be removed. All root bound plant material shall have their root ball cut and carefully separated in order to assure the plant optimum growth potential. Any Plant severely root bound where major roots are already growing into circular motion will be removed from the site.

Prepared soil shall be placed and compacted carefully to avoid injury to roots and to fill all voids; when the hole is nearly filled, add water as necessary and allow it to soak away. Fill the hole to finished grade. After the ground settles, additional soil shall be filled in to a level 2" below surrounding paving.

Pruning - Pruning shall be limited to the minimum necessary to remove injured twigs and branches. Any major pruning required for plant materials shall be approved by Architect prior to planting.

Herbicide - Apply approved pre-emergent herbicide to all planting beds, apply as per specifications.

Mulch - Install mulch as per specifications. (See LP-01)

Clean-Up - As planting operations proceed, all rope, wire burlap, empty containers, rocks, clods and all other debris shall be removed daily and the site shall be kept neat all times. Any excess excavated topsoil or rich loam shall be placed as directed by the Architect at the expense of the Contractor. Other excess soil shall be disposed of as directed by the Architect at the expense of the Contractor. After planting operations are finished, all paved areas shall be thoroughly cleaned by sweeping and, if necessary, power washing.

PART 6 PLANT MAINTENANCE & GUARANTEE

Maintenance - The maintenance shall begin when the planting commences and continue until substantial completion of the planting operation and written provisional acceptance in accordance with the following requirements: During the maintenance period, the Contractor shall continually keep all plant material in a healthy growing condition by watering, weeding, cultivating, mulching, use of post emergence herbicide, replacement of dead material, resetting plants to proper grades or upright position and other necessary operations. Throughout the maintenance period, the Contractor shall keep the planting areas, sidewalks, and paved areas clean and neat.

The Contractor shall be responsible for the proper utilization of all materials, labor, and equipment and any injury to plant materials caused by the improper utilization of such material, labor and equipment during installation and maintenance periods shall be corrected and repaired by the Contractor at his own expense. At the time of substantial completion of the planting operation, an inspection will be made by the Architect. Only those plants that are alive and healthy will be accepted. Unaccepted material shall be removed and replaced by the Contractor as soon as is reasonably possible.

PLANT GUARANTEE

Plants shall be guaranteed for the duration of one full year (12 Months) after planting and shall be alive and in satisfactory growth at the end of the guarantee period. The guarantee period starts from the date of the acceptance letter from the Landscape Architect.

Replacement - At the end of the guaranty period, inspection will be made by the Landscape Architect upon written notice requesting such inspection, submitted by the Contractor at least ten (10) days before the anticipated date. Any plant required under this contract that is dead or not in satisfactory growth as determined by the Architect shall be removed from the site. These and any plants missing due to the Contractor's negligence shall be replaced as soon as conditions permit, and approved by the Architect.

PART 7 NOTES:

PLANT TERM ABBREVIATIONS:

O.C. On Center
Cal. Caliper
C.T. Clear (rank above ground)
O.H. Over all height
Sp. Spread
SY Square Yards
SF Square Feet
CY Cubic Yards
LF Linear Feet

SECTION 2: IRRIGATION

PART 1 GENERAL

Contractor is to provide 100% Irrigation coverage to all planted areas. Coordinate with landscape and electrical contractors on installation to avoid unnecessary conflicts. Pipe is to be sized as needed. Provide mainline loop water supply. The irrigation contractor is to supply the Owner and the architect with an accurate 'as-built' drawing in a CAD .dwg file locating the valves, mainline, irrigation controller, irrigation meter, and cut-off isolation valves.

Contractor shall hand dig all areas in right-of-way.

The contractor shall furnish, erect and maintain barricades, warning signs, lights and other traffic control devices in conformity with the Federal Highway Administration manual on uniform traffic control devices for streets and highways, latest edition.

Contractor is responsible for maintaining proper traffic control for public safety adjacent to construction site. The contractor shall obtain all proper permits/licenses, line locations and erect barricades prior to commencing work.

Qualifications: Installer shall have minimum three- (3) year's experience.

Quality Assurance: Manufacturer's recommendation on specific equipment. Standard plumbing practices and American Irrigation Association standards shall be complied.

Project Condition: Where underground utilities exist: Location shall be verified and protected to best ability. Protection of all surfaces adjacent to work from damages or adverse effects. Damages to be restored and/or replaced at no cost to the Owner.

Permit/Inspection/Codes: Necessary permits shall be obtained at no cost to the Owner. Required inspections with appropriate City Officials shall be coordinated respectively. All local codes and regulations shall be complied to and additional items necessary to meet local codes and standards shall be included in base cost.

Coordination: Sleeves, mains, laterals, wiring, conduit, etc., shall be installed at such time eliminating the need to cut or patch concrete. Flagging shall identify Head and line locations.

PART 2 MATERIALS

Materials: Rainbird products shall be used. Use 1800-SAM and PRS Spray Series heads. No substitutions of this equipment will be accepted unless arrangements have been made and approved by Owner. All planting areas will be irrigated using Rainbird Pop-up Sprays 1812 Series and Rainbird XFF Dnpline Tubing. Rotors along each side of fire lane shall be Rainbird 5012-S-PC. Some irrigation heads may require a PVC Schedule 80 Riser painted black.

Pipe: Shall comply as follows: Main and lateral lines shall be Schedule 40 SDR 21/Class 200.

Risers: Threaded Schedule 80 PVC shall be used painted black.

PVC Fittings: Schedule 40 shall be used for heads, automatic valves and controller, as per drawing.

Manual Valves: Rainbird 100PEB

Irrigation Controller: Rainbird ESP-LXME Controller: To be located by project representative and approved by Landscape Architect.

Electrical Control Wire: 18 Gauge MultiStrand Irrigation wire with common.

Swing Joints: Rainbird SA Swing Assemblies

Valve Boxes: 10" Plastic with securable lid enclosing valves. One (1) cubic foot of gravel shall be installed in bottom of each box.

PART 3 EXECUTION

Site Preparation: Place approved soil (Sand) over areas to be planted and grassed according to elevations set forth on grading plans and as directed by Landscape Architect. The finished surface shall be reasonable smooth, compacted, free from irregular surface changes, and ready for planting. The degree of finish shall be that ordinarily obtainable from a blade grader. The finished surface shall not be more than .15 foot above or below the established grade and .08 foot below final grades of curbs and sidewalks.

Layout: Heads installed at proper intervals for uniform coverage of entire irrigated area. Do not overspray on to driveways, parking areas, sidewalks, utility appliances and structures.

Piping and Wiring: Excavate trenches in order to install main with a minimum 18" Coverage/laterals with minimum 10" coverage. Pipe shall not be stacked, but may be placed in same trench along side each with or without control wire.

Back Filling: Installed at 8" compacted depth to prevent settling.

Heads: Shall be installed at proper height/grade. Heads installed in lawn area shall be placed flush with soil. Pop-ups and Risers shall be installed at uniform heights. Exposed risers shall be concealed using flat black paint.

Water Source: Irrigation Well or Meter (coordinate with Owner -size as needed) with backflow preventer & cut-off valve.

Control Valves: Shall be installed in box flush with grade.

Controller: Installed as per manufacturers' directions. Licensed electrician shall connect with 20 Amp 117 Volt circuit in source.

PART 4 MAINTENANCE & WARRANTY

Maintenance: System to be maintained prior to acceptance of completed project. Operation instructions shall be supplied in a written format to Owner.

Warranty: System shall be warranted against defects in materials and workmanship for one year (12 months), in a written format to Owner upon acceptance of completed project

Clean-Up - The Contractor shall remove all debris and excess materials from project site. Clean all curbs, sidewalks, parking areas, roads, walks, buildings, fencing etc., from all debris by sweeping, blowing and power washing. Remove all protective barricades.

Maintenance and Guarantee - The Owner shall maintain the plantings and grass immediately following the written acceptance of the project, but the landscape contractor will still guarantee the Palms, shrubs, grass and irrigation system for a period of one year (12) months from the date of the acceptance letter.

As-Built Drawing: The Landscape contractor is to supply the Owner and the Landscape Architect with an Complete and accurate 'as-built' Landscape Plan drawing in a CAD .dwg file locating all plantings and berms should there be changes after Landscape Plans are submitted and approved by the City of Orange Beach.

PART 4 SEDIMENT CONTROL

Contractor shall establish and maintain sediment control fence so that no sediment leave work area. Sediment Control Fence, Straw Wattles and Hay Bales shall be installed before commencement of construction.

TP NORTH
Orange Beach, Alabama

FORREST DANIELL
& Associates, P.C.



Architecture & Planning

8007 American Way
Daphne, AL 36526

(251) 625-6490
(251) 625-6494 fax
www.fddaniell.com

DATA

SCALE:

FILE NAME:

REVISIONS

NOVEMBER 27, 2023

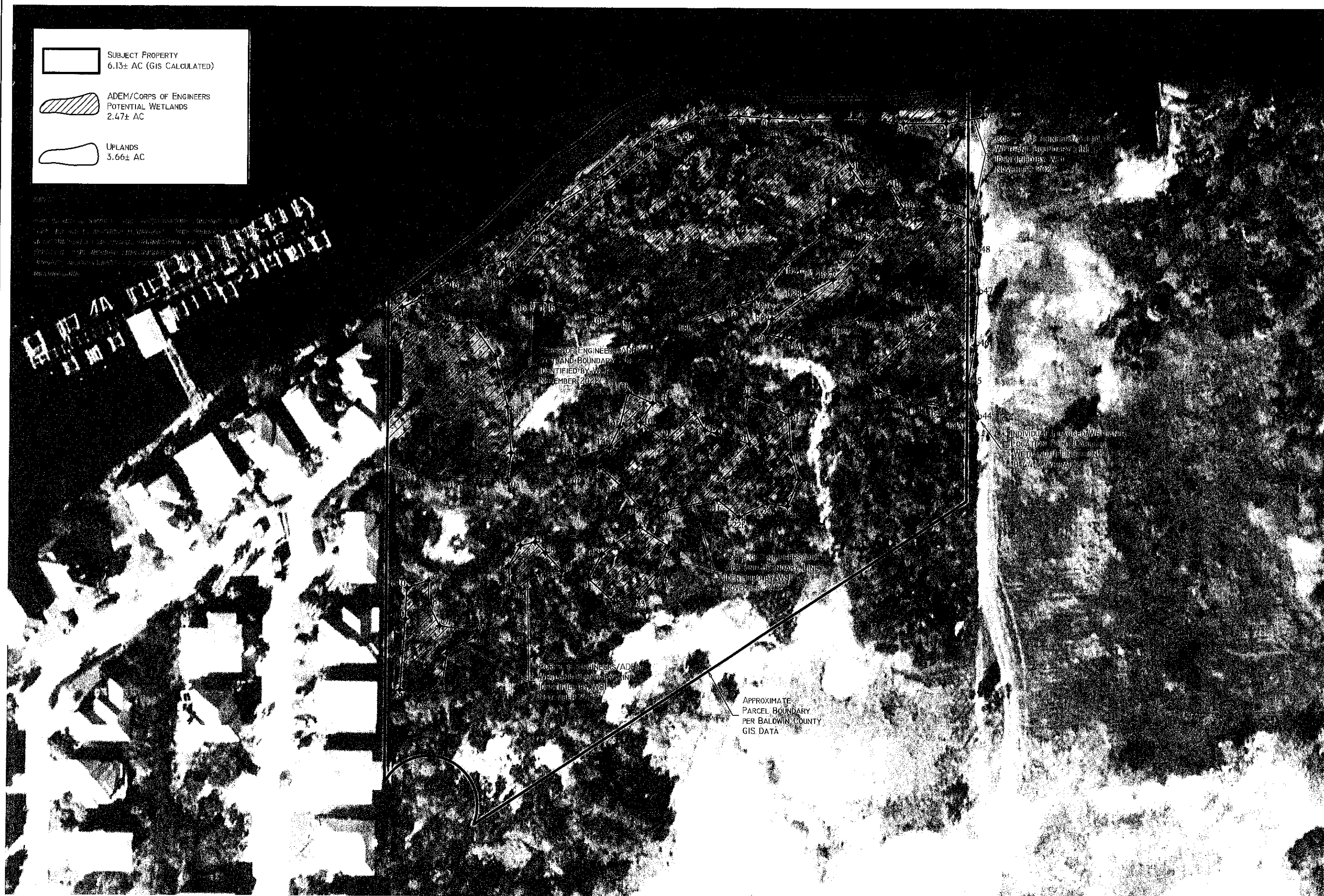


FILE: FD22021

DATE: NOVEMBER 8, 2023

L-5.0

⑤ Landscape Specifications



ENVIRONMENTAL CONSULTANTS
3308 GULF BEACH HIGHWAY
PENSACOLA, FLORIDA 32507
TEL: 850.453.4700
KEITH@WETLANDSCIENCES.COM

[illegible]

WETLAND SKETCH

SHEET:



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



VIA EMAIL – forrest@fdaniell.com

December 13, 2023

Forrest Daniell
Forrest Daniell & Associates PC
8007 American Way
Daphne, AL 36526

**RE: Planning Commission Recommendation Letter
Preliminary and Final PUD Approval
Case No. 1203-PUD-23
Turquoise Place North PUD**

Dear Forrest,

On December 11, 2023, the Orange Beach Planning Commission held a public hearing and considered the above referenced application. The motion for favorable recommendation was approved (7-1). Therefore, this application will go to the City Council with a **favorable recommendation** subject to the following conditions:

Planning Commission

- The project will be contingent upon the sale and closing of the municipal properties.

Planning/Zoning:

- A preliminary and final minor plat will be required for the north lot to combine the lots and to comply with Section 3.2 of the subdivision regulations, which prohibits the construction of structures across lot lines.
- On the north lot, the existing right-of-way on the west side will need to be vacated.
- Providing the utility availability letter from the Orange Beach Water Authority.
- Any signage for this development will require sign permits. All signage must comply with the sign guidelines stipulated in Article 15 of the zoning ordinance.
- The covenants, grants, easements or other restrictions to be imposed on the use of the land, buildings and structures, including proposed easements for public and private utilities. All such legal documents, including homeowner's associations and deed restrictions, must be approved by the City Attorney before final approval of the plan.
- For the beachside condominium, any work on the neighboring property to the east (Turquoise Place) will need the approval of the condominium owners association.

Drainage/Stormwater:

- The Turquoise Place final plat must be vacated prior to permitting.
- Alabama Department of Transportation Turn-out permits must be acquired for the northerly and southerly driveways prior to permitting.

- US Army Corps of Engineers and Alabama Department of Conservation and Natural Resources approvals are required for the proposed pier structure.
- US Army of Engineers and Alabama Department of Environment Management approvals must be provided for wetlands impacts.

Environmental/Landscaping:

- The submitted landscape plan references credited trees to meet the required number of trees for perimeter and frontage. Please elaborate on this and where the credits are referenced.
- Additionally, please provide a tree survey for the property. There are several protected trees along Perdido Beach Blvd that are not accounted for nor referenced in the landscape plan. Additionally there are notes referencing existing vegetation to be preserved on the north side of the site however there is no existing vegetation in these areas.
- Please provide a wetland delineation from a qualified environmental scientist accurately depicting the extent of wetlands on the property. If any impacts to wetlands are proposed please provide State and Federal Regulatory approvals.
- Proposed marina requires State and Federal regulatory approvals.
- ADEM Coastal permit required.

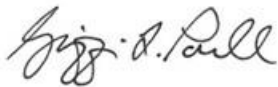
Fire Prevention:

- For the proposed south building, ensure that no portions of the building or features encroach onto the Fire Department access roadway. The Fire Department access road is required to be 26 feet for aerial access.

The Orange Beach City Council will hold a public hearing and first reading on this application at its regular meeting on Tuesday, January 2, 2024, at 5:00 p.m. in the City Council Chamber located at City Hall, 4099 Orange Beach Boulevard.

Please contact our office if you have any questions.

Best Regard,



Griffin L. Powell
City Planner

Cc: Kit Alexander, Community Development Director
Sean Brumley, GIS Specialist
Sherri Descalzo, Planning Coordinator
Larry Wireman, lwireman@cariberesort.com

PLANNING COMMISSION SIGN-UP SHEET

December 11, 2023

Case No. 1203-PUD-23, Turquoise Place North PUD

Forrest Daniell & Associates PC, on behalf of October Investments LLC, requests recommendation to the City Council for Preliminary and Final PUD Approval to rezone 18.5 acres located at 26303 and 26427 Perdido Beach Boulevard from Single-Family Residential (RS-1) to Planned Unit Development (PUD) for a 7-story, 90-unit condominium along with amenities and to rezone 1.2 acres located at 26302 Perdido Beach Boulevard to PUD for a 3-story, 2-unit condominium along with amenities and parking for beach access.

NAME PRINTED	ADDRESS	FOR	AGAINST	UNDECIDED
✓ 1. Candace Burgin	26350 Perdido Beach Blvd			X
✓ 2. Pete Vallas	26201 Perdido B B			X
✓ 3. Culbert	26572 Cotton Bay Dr		✓	
✓ 4. Nan Ramos	"		✓	
✓ 5. Wade & Cindy Williams	3378 Washington			X
✓ 6. Geraldine Kopsky	3425 Adams Ave Cotton Bayou		✓	
7.				
✓ 8. Karen Neubert	26550 Cotton Bayou		✓	
✓ 9. ERIC JOHNSON	3380 Mariner	Palm Harbor		✓
✓ 10. Bratton Brett (Kirsti)	3425 Adams Ave		✓	
✓ 11. Linda Gates	3408 Adams Ave			
12. Patricia Hester	4200 Beachfront			
✓ 13. Tam Blalock	Cotton Bayou North			
✓ 14. Myron Rogers				
✓ 15. Lacey Wineham				
✓ 16. David Walker	city attorney			
17.				
18.				
19.				
20.				

TOTALS:

FOR

AGAINST

UNDECIDED

Notice of Public Hearing
December 11, 2023- 4:00 P.M.
Orange Beach Municipal Complex – Council Chambers
4099 Orange Beach Blvd.

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If you cannot attend the meeting but wish to submit your comments, please use the space below. You may email your form or comments to sdescalzo@orangebeachal.gov

Name: Tom Sullivan
Mailing Address: 3595 Rockhill Road
City, State, Zip: Marathon Beach, FL 35223
Day Phone (205) 901-7058

Please return this form to: Sherri Descalzo
Orange Beach Planning Commission
P.O. Box 2432
Orange Beach, AL 36561
(251) 981-6794
Email: sdescalzo@orangebeachal.gov

Comments:

The Subject Property sits on a narrow spit of land bisected by a 4-5 lane highway. While extensive development has occurred all up & down the highway, this particular spot is already burdened with 2 large towers on the beach side. This development on the bayou side will create additional traffic & possible pollution on the bayou & adversely affect the contiguous Residential Property as well as the Church.

Case No. 1203-PUD-23
Turquoise Place North PUD

My name is Rich Nenstiel. My wife and I own a single-family home (currently under construction) at 26550 Cotton Bayou Drive which is on the north side of Cotton Bayou and to the east of the Turquoise Place proposal. I presume we were not notified of this proposal because our property is not within the required distance for notification of "neighbors." However, we have several friends on the south side of Cotton Bayou who were quite concerned about this proposal and immediately notified us, and other residents, of the area.

We are in opposition to this proposal for multiple reasons which I will outline below.

1. Any change from RS-1 to PUD in any neighborhood inevitably has the potential to open a Pandora's Box for future problems. Even though the developer argues that the proposed condominium will result in a smaller footprint than 63 single family homes, the potential for future PUD changes has the potential to negate any such supposed benefit. One only needs to look at the current Turquoise Place Condos for proof. In 2003-2004, the developer was granted approval to change the existing beachside RS-1 zoning to PUD for similar reasons - less footprint, less impact, etc. Here we are 20 years later and the same developer is currently building a large parking garage/restaurant complex to the East and is proposing now a condominium complex to the west. Even when it looks "good" now, history tells us that developers are in the business of building and that is the most likely thing to happen in the future. This statement from a City Council Public Hearing regarding a proposed PUD on the north side of Cotton Bayou in October 2022 makes the future risk issue pretty clear, "Mayor Kennon explained that having a PUD in a neighborhood creates potential issues down the road should the philosophy of future elected officials differ."
2. While it may be technically correct that 63 single family homes would be allowable on this property, I wonder how likely that would be? And even so, that would theoretically result in almost 30 less boat slips than in the current proposal.
3. In the 2003-2004 proposal, the following statements are in the record: "while not part of the PUD zoning, the developer donated a portion of the RS-1 properties on the north side of Perdido Beach Blvd to the City for public use." I believe this is now the proposed location of a 7-story, 90-unit condominium.
4. Also in the 2003-2004 proposal we find the following statement: "As part of the Turquoise Place PUD, the developer donated 90-feet to the west of the proposed west tower as a public beach access." I believe this to be the proposed location for the new beachside (south of Perdido Beach Blvd.) condominium and 40 parking spaces. The proposal does state there are 31 'beach access' parking spaces but it does not specify these to be public. I would presume they are for guests from the proposed north tower.

5. Items 3 and 4 above sure look to me like promises made by this same developer 20 years ago are not being kept.

In conclusion, changing any RS-1 zoning to PUD (or any upzoning) will always be a risky venture for future land use. Why would the city grant any request for zoning change to a developer who has already reneged on promises made 20 years ago? None of this makes any sense to me and I urge the Planning commission to deny this proposed zoning change.



Sherri Descalzo <sdescalzo@orangebeachal.gov>

Case No. 1203-PUD-23 Turquoise Place North

Rich Nenstiel <rnenstiel393@gmail.com>

Mon, Dec 11, 2023 at 12:15 PM

To: "gpowell@orangebeachal.gov" <gpowell@orangebeachal.gov>, "sdescalzo@orangebeachal.gov" <sdescalzo@orangebeachal.gov>

Ms. Descalzo and Mr. Powell,

I had every intention to speak at the public hearing today, but will not be able to make it due to a respiratory infection I am having trouble shaking. My wife, Karen, will be there. Attached is a word document outlining my serious objections to this proposal. In short, ANY up-zoning of RS-1 zoning to PUD, or anything else, is tantamount to starting down that slippery slope towards more commercial development. Please share this email, and the attached document with the planning commission members. Thank you.

Rich Nenstiel

26550 Cotton bayou Dr.

251-295-7141

Sent from [Mail](#) for Windows



Sherri Descalzo <sdescalzo@orangebeachal.gov>

Case No.1203-PUD turquoise place north

Tem Blalock <temblalock@gmail.com>
To: Clint Snell <wcsnell@snellsoandp.com>
Cc: sdescalzo@orangebeachal.gov

Mon, Dec 11, 2023 at 9:07 AM

Very well said. I will take a copy of this email with me today and turn in a copy.

Tem

[Quoted text hidden]



Sherri Descalzo <sdescalzo@orangebeachal.gov>

Case No.1203-PUD turquoise place north

1 message

Clint Snell <wcsnell@snellsoandp.com>

Sun, Dec 10, 2023 at 6:32 PM

To: sdescalzo@orangebeachal.gov

Dear City Council members, and Planning Commission

My name is William Clint Snell. My family has owned the house at 26266 Cotton Bayou Dr since the early 1970s. I am very concerned about this variance of Orange Beach's zoning regulation being changed from RS1. I oppose these zoning changes especially if one of the amenities planned is a marina to support that number of condominiums and associated residences. Cotton Bayou boat traffic has made it an ever increasing and crowded waterway. I'm concerned with increased pressures on the water way with the number of boats that a marina will add. After hurricane Sally, I had yachts on each side of my property. I appreciate your support of these concerns as you deliberate on this harmful situation.

Respectfully yours,

W. Clint Snell

1833 Line Avenue

Shreveport, LA 71101

Cell 318-207-0752

Snellsshreveport @aol.com

Sent from my iPhone

Notice of Public Hearing
December 11, 2023- 4:00 P.M.
Orange Beach Municipal Complex – Council Chambers
4099 Orange Beach Blvd.

Case No. 1203-PUD-23, Turquoise Place North PUD

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If you cannot attend the meeting but wish to submit your comments, please use the space below. You may email your form or comments to sdescalzo@orangebeachal.gov

Name: Candace (Crowley) Burgin
Mailing Address: 26380 Perdido Beach Blvd
City, State, Zip: Orange Beach AL 36561
Day Phone (251) 747-2163

Please return this form to: Sherri Descalzo
Orange Beach Planning Commission
P.O. Box 2432
Orange Beach, AL 36561
(251) 981-6794
Email: sdescalzo@orangebeachal.gov

Comments:

Rezoning

Galbraith Weaver <gilweaver@msn.com>

Fri, Dec 8, 2023 at 3:01 PM

To: Sherri Descalzo <sdescalzo@orangebeachal.gov>

I don't know why we just want to say we are opposed to the rezoning proposal to make it okay for a 7 story condo with 90 units amongst our single family homes
Sent from my iPad

On Dec 8, 2023, at 2:55 PM, Sherri Descalzo <sdescalzo@orangebeachal.gov> wrote:

[Quoted text hidden]

<Weaver.pdf>



Sherri Descalzo <sdescalzo@orangebeachal.gov>

Case No.1203-PUD-23.Turquoise Place North PUD

1 message

Margaret Long <cottonbayougirl88@gmail.com>

Fri, Dec 8, 2023 at 10:29 AM

To: "sdescalzo@orangebeachal.gov" <sdescalzo@orangebeachal.gov>

I hate that I can not make the meeting. My husband has another dr appointment at 3 that day. We want this property to stay RS 1, not become a PUD. PUDS were not allowed on the south side of Cotton Bayou. Please keep it RS1.

Margaret Childress Long and Buddy Long

[26214 Garrett Lane, Orange Beach, AL 36561](#)

251-454-5921



Sherri Descalzo <sdescalzo@orangebeachal.gov>

Case No. 1203-PUD-23, Turquoise Place North PUD

1 message

Laurie Jones <rodneyjonesprop@aol.com>

Fri, Dec 8, 2023 at 11:16 AM

To: Sherri Descalzo <sdescalzo@orangebeachal.gov>

PLEASE KEEP ME UPDATED. I WILL ATTEND THE MEETING

THANKS

RODNEY JONES

 **BPS12082023_0002.pdf**
533K

Notice of Public Hearing
December 11, 2023 - 4:00 P.M.
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4099 Orange Beach Blvd.

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If you cannot attend the meeting but wish to submit your comments, please use the space below. You may email your form or comments to sdescalzo@orangebeachal.gov

Name: Rodney Jones
Mailing Address: 4515 Wilson Blvd
City, State, Zip: Orange Beach, AL 36561
Day Phone: (334) 319 1246

Please return this form to: Sherri Descalzo
Orange Beach Planning Commission
P.O. Box 2432
Orange Beach, AL 36561
(251) 981-6794
Email: sdescalzo@orangebeachal.gov

Comments:

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If you cannot attend the meeting but wish to submit your comments, please use the space below. You may email your form or comments to sdescalzo@orangebeachal.gov

Name: Geraldine Kopesky
Mailing Address: 19489 County Rd 13
City, State, Zip: Fairhope, AL 36532
Day Phone: (251) 422-4293

Please return this form to: Sherri Descalzo
Orange Beach Planning Commission
P.O. Box 2432
Orange Beach, AL 36561
(251) 981-6794
Email: sdescalzo@orangebeachal.gov

Comments:

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Name: DOUG & MARSHALL ROGERS

Mailing Address: 26993 PERDIDO BEACH BLVD.

City, State, Zip: ORANGE BEACH, AL 36561

Day Phone (251) 655-0275

Please return this form to:
Sherri Descalzo
Orange Beach Planning Commission
P.O. Box 2432
Orange Beach, AL 36561
(251) 981-6794
Email: sdescalzo@orangebeachal.gov

Comments:

WE ARE PERMANENT RESIDENTS OF ORANGE BEACH ON THE SOUTH
SIDE OF COTTON BAYOU. WE LIVE IN A SINGLE FAMILY HOME
ZONED RS-1. THAT'S WHAT RS-1 MEANS AND SHOULD NOT BE
CHANGED TO ACCOMMODATE A DEVELOPER. WE DO NOT NEED A
7 STORY CONDOMINIUM ON COTTON BAYOU! THE DEVELOPER
KNEW IT WAS RS-1 WHEN HE BOUGHT IT.

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Name: Tom Sullivan
Mailing Address: 3595 Rockhill Road
City, State, Zip: Marathon Beach, FL 35223
Day Phone (205) 901-7058

Please return this form to:
Sherri Descalzo
Orange Beach Planning Commission
P.O. Box 2432
Orange Beach, AL 36561
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Email: sdescalzo@orangebeachal.gov

Comments:

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Sherri Descalzo <sdescalzo@orangebeachal.gov>

Case No. 1203-PUD-23 , Turquoise Place North PUD

1 message

L Gates <lindagates1974@gmail.com>

Thu, Dec 7, 2023 at 9:53 AM

To: sdescalzo@orangebeachal.gov

Please find attached our comments regarding this proposed project. We hope to be in attendance at the meeting. We rec'd the registered letter informing us of the project late in the evening on Friday Dec 1. That has given us only a few week days to rearrange our schedules in order to attend so please forward our comments to the committee. Thank you.

Linda K Gates
3408 Adams Ave 36561

Please note: the letter from OB about the project was sent to the address:
William Day Gates ETUX Linda K
4154 Ursuline Dr
Mobile, AL 36608



Letter to PC re Turquoise North.doc
13K

William Day Gates and Linda K Gates
4154 Ursuline Dr Mobile AL 36608
251-344-8531

Date: 12-07-2023

Comments re: Case No. 1203-PUD-Turquoise Place North PUD

The city of Orange Beach has in place zoning regulation regarding the North side of Perdido Beach Blvd/ AL Hwy 182/ south side of Cotton Bayou. The city also has in place a Future Land Use map. Both of these documents support keeping the height restrictions on building developments on properties in this area.

These height restrictions were put in place to prevent a "canyon effect" along the highway. Once the restrictions are removed for one developer, others will expect the same actions for their projects. Seven stories now, ten next time, etc. and then there will be a canyon. Think of the light, wind, etc in a canyon. Sad, to let this happen for whatever the reasons given.

In addition, Cotton Bayou is a fragile body of water. Further installation of hard surfaces that allow more run off from the heavily utilized Hwy 182 will increase the pollution of the bayou that is already occurring. At some point we need to realize that dirty waste does flow down hill from the highway to the bayou. The soil is sandy but can only sift so much waste from the dirty water. The more the land is filled and paved over the more of that water flows into the bayou and to surrounding properties. We are allowing so much of our sandy soil throughout the city to be paved with hard surfaces. We need to be responsible stewards of this beautiful land.

The desires of citizens to protect our way of life as well as our fragile environment should be supported rather than the desires of developers to change both for monetary profits.

We oppose the requests made in Case No. 1203-PUD-23, Turquoise Place North PUD.



Sherri Descalzo <sdescalzo@orangebeachal.gov>

Fwd: Case #1203-pud-23 Turquoise place north

1 message

Griffin L. Powell <gpowell@orangebeachal.gov>
To: Sherri Descalzo <sdescalzo@orangebeachal.gov>

Wed, Dec 6, 2023 at 8:43 AM

Sherri,

Please see the email from Mr. Pace regarding the Turquoise project. A copy of this email will need to be included in the public notice comments to the PC members.

Thanks,
Griffin

Griffin L. Powell

City Planner | Community Development
City of Orange Beach
P. O. Box 2432 | 4101 Orange Beach Blvd.
Orange Beach, AL 36561
O: 251-981-6787
E: gpowell@orangebeachal.gov
www.orangebeachal.gov



PLEASE NOTE: Official City of Orange Beach employee emails now end with @orangebeachal.gov.
Old addresses ending with @cityoforangebeach.com, @obfd.org or @obpd.org need to be updated in your address book. Thank you.

----- Forwarded message -----

From: **JOHN W IV PACE** <jwpiv@bellsouth.net>
Date: Tue, Dec 5, 2023 at 7:36 PM
Subject: Case #1203-pud-23 Turquoise place north
To: <gpowell@orangebeachal.gov>

I'm John Pace owner of a home at 26906 Mose Rd. My family and neighbors are totally against this development. There is too much density in the cotton bayou water basin as well as pollution and tourist boat activity. The commercial boat traffic is at its maximum due to Zeke's fleet and personal watercraft activities. Please decline this development PUD.

SUBJECT PROPERTY
6.13± AC (GIS CALCULATED)

ADEM/CORPS OF ENGINEERS
POTENTIAL WETLANDS
2.47± AC

UPLANDS
3.66± AC



WETLAND SCIENCES
INCORPORATED

ENVIRONMENTAL CONSULTANTS

3508 GULF BEACH HIGHWAY
PENSACOLA, FLORIDA 32507
TEL: 850.453.4700
KEITH@WETLANDSCIENCES.COM

NO.	DATE	APPR.	REVISION/ACTION TAKEN

PIN 313406

WETLAND SKETCH

PROJECT NO.:

2022-060

DRAWN BY:

KDJ

DATE:

11/17/22

SHEET:

Page 182 of 198



City of Orange Beach

COMMUNITY DEVELOPMENT DEPARTMENT

P.O. Box 2432

Orange Beach, AL 36561

251.981.2610 Fax 251.981.3725

http://www.cityoforangebeach.com

DEVELOPMENT PERMIT APPLICATION

To be completed by Community Development Department Staff

APPLICATION DATA

Application #: 1203-PUD-23

Total Fees Paid: 1500.00

Check Number: 2953

TYPE OF APPLICATION

- ☐ Administrative Site Plan Review
- ☐ Site Plan Review
- ☐ Preliminary/Final Minor Subdivision Approval
- ☐ Preliminary Major Subdivision Approval
- ☐ Final Major Subdivision Approval
- ☐ Rezoning
- ☒ Preliminary PUD Approval
- ☒ Final PUD Approval
- ☐ PUD Modification
- ☐ Temporary Portable Building

RECEIVED

NAME OF PROJECT: Turquoise Place North

O.B. COMMUNITY DEV.

PROJECT DESCRIPTION: (Provide Brief Description of Proposed Development, Subdivision, Rezoning, Portable Building, or Special Event; To include lot sizes, square footage of building coverage, number of lots, proposed land uses, number of units, number of buildings, a project narrative, etc.; if more space is needed attach a separate page)

A 7-story condominium building with parking underneath, 6 floors of condominiums with 90 units, 90 boat slips for units only, a meeting room, a spa, lazy river, outdoor pools and indoor pool.

PROPERTY INFORMATION:

Address: 26427 Perdido Beach Blvd. (North Lot)
26302 Perdido Beach Blvd. (South Lot) Tax Parcel #(s): See attached sheets (includes vacation of Turquoise Lane)
Orange Beach, AL 36561

Existing Use: Vacant Land Zoning: RS-1 PPIN #(s) See attached sheets

APPLICANT INFORMATION:

Name: Forrest Daniell & Associates, P.C. Contact Person: Forrest Daniell
Address: 8007 American Way, Daphne, Alabama 36526
Phone #: (251) 625-6490 Fax #: () Email: forrest@fdaniell.com

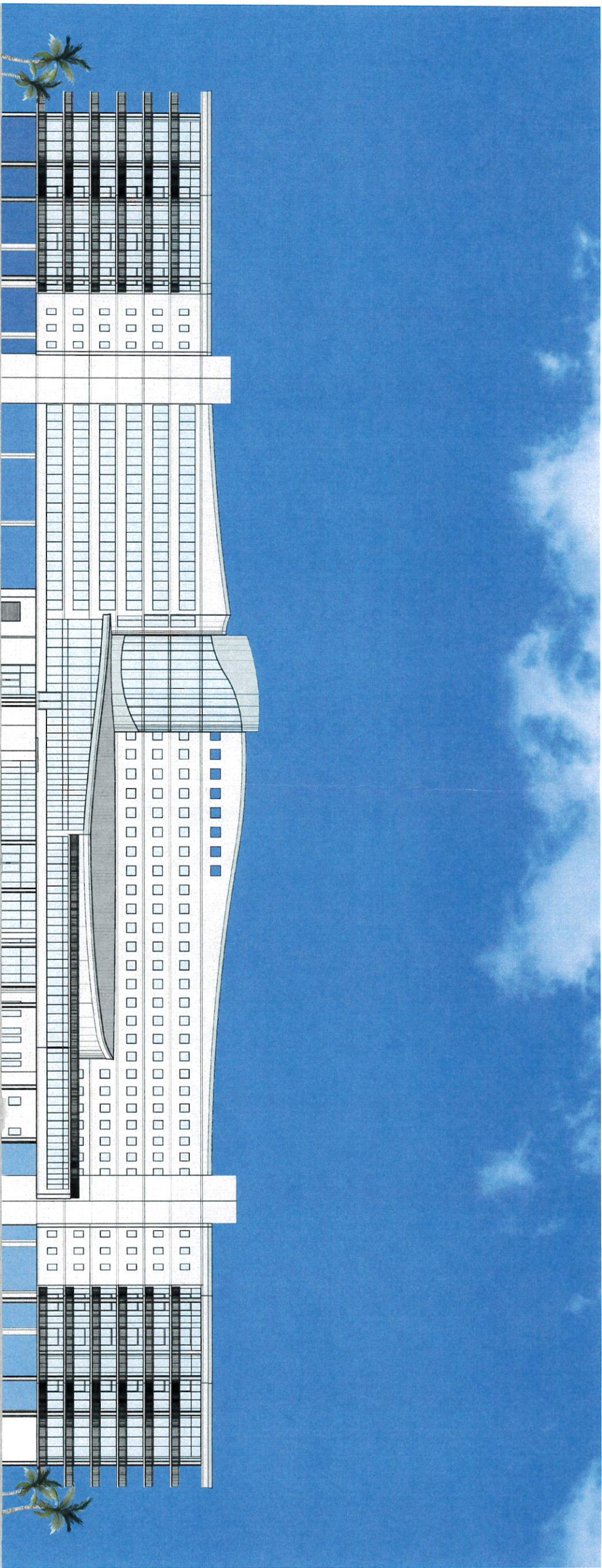
OWNER INFORMATION: Property is owned by the City of Orange Beach and October Investments, LLC

Name: October Investments, LLC Contact Person: Larry Wireman
Address: P.O. Box 250, Orange Beach, Alabama 36561
Phone #: (251) 989-3055 Fax #: () Email: lwireman@cariberesort.com

Signature (Applicant): Forrest Daniell Date: 11/3/2023

Signature (Owner): Kit Alexander Date: 11/3/23

Kit Alexander (City of Orange Beach)



SOUTH ELEVATION
TP NORTH - NORTH LOT

RECEIVED

O.B. COMMUNITY

1203-810 23 File Copy



NORTH ELEVATION
TP NORTH - SOUTH LOT



ORDINANCE NO. 2024-xxxx

**AN ORDINANCE FURTHER AMENDING ORDINANCE NO. 172,
CITY OF ORANGE BEACH ZONING ORDINANCE,
TURQUOISE PLACE NORTH PLANNED UNIT DEVELOPMENT
PRELIMINARY AND FINAL PUD APPROVAL
(#1203-PUD-23)**

FINDINGS:

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

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

1. That the Zoning Ordinance of the City of Orange Beach as previously amended is hereby further amended for the property described for the purpose of constructing a 7-story, 90-unit condominium with amenities and for a 3-story, 2-unit condominium with amenities and parking for beach access;
2. That the zoning classification is hereby rezoned from RS-1 (Single-Family Residential) to PUD (Planned Unit Development) for the property legally described as follows:

6.1 AC(C) 5.7 AC(SUR) LOT 1, TURQUOISE PLACE SUBDIVISION SLIDE 2 423-B
IN THE CITY OF ORANGE BEACH SEC 9-T9S-R5E (ST WD)
Tax Parcel ID #05-65-02-09-0-002-044.002, PPIN #313406
Perdido Beach Boulevard North (Lot 1)

98.3' X 401.3' IRR LOT 2 TURQUOISE PLACE SUBDIVISION SLIDE 2 423-B
IN THE CITY OF ORANGE BEACH SEC 9-T9S-R5E (COR WD) 142 7597
Tax Parcel ID #05-65-02-09-0-002-044.001, PPIN #313405
Perdido Beach Boulevard North (Lot 2)

98.3' X 438.8' IRR LOT 3 TURQUOISE PLACE SUBDIVISION SLIDE 2 423-B
IN THE CITY OF ORANGE BEACH SEC 9-T9S-R5E (COR WD) 1427597
Tax Parcel ID #05-65-02-09-0-002-044.000, PPIN #41615
Perdido Beach Boulevard North (Lot 3)

98.3' X 476.4' IRR LOT 4 TURQUOISE PLACE SUBDIVISION SLIDE 2 423-B
IN THE CITY OF ORANGE BEACH FRL SEC 9-T9S-R5E (COR WD) 1427597
Tax Parcel ID #05-65-02-09-0-002-043.000, PPIN #41617
Perdido Beach Boulevard North (Lot 4)

98.3' X 513.9' IRR LOT 5 TURQUOISE PLACE SUBDIVISION
IN THE CITY OF ORANGE BEACH SEC 9-T9S-R5E (COR WD) 1427597
Tax Parcel ID #05-65-02-09-0-002-042.000, PPIN #22708
Perdido Beach Boulevard North (Lot 5)

98.3' X 513.9' IRR LOT 6 TURQUOISE PLACE SUBDIVISION SLIDE 2 423-B
IN THE CITY OF ORANGE BEACH SEC 9-T9S-R5 (COR WD) 1427597

Tax Parcel ID #05-65-02-09-0-002-041.000, PPIN #41616

Perdido Beach Boulevard North (Lot 6)

134.9' X 915.5' IRR LOT 7 TURQUOISE PLACE SUBDIVISION SLIDE 2423-B
IN THE CITY OF ORANGE BEACH SEC 9-T9S-R5E (COR WD) 1427597

Tax Parcel ID #05-65-02-09-0-002-040.002, PPIN #118914

Perdido Beach Boulevard North (Lot 7)

113.9' X 871.9' IRR LOT 8 TURQUOISE PLACE SUBDIVISION SLIDE 2423-B
IN THE CITY OF ORANGE BEACH SEC 9-T9S-R5E (COR WD) 1427597

Tax Parcel ID #05-65-02-09-0-002-040.001, PPIN #118915

Perdido Beach Boulevard North (Lot 8)

113.7' X 857.9' IRR LOT 9 TURQUOISE PLACE SUBDIVISION SLIDE 2423-B
IN THE CITY OF ORANGE BEACH SEC 9-T9S-R5E (COR WD) 1427597

Tax Parcel ID #05-65-02-09-0-002-040.000, PPIN #22707

Perdido Beach Boulevard North (Lot 9)

93.1' X 511'(S) IRR COM AT INT OF HWY 182 AND E/L OF GOV LOT 5 FRAC
SEC 9 RUN SW 822.4' TO POB CONT SW ALG SD HWY 93.1', TH S 475'(S), THNE
ALG GULF OF MEXICO 91.2', TH N 511'(S) T O POB

IN THE CITY OF ORANGE BEACH SEC 9-T9S-R5E (ST WD)

Tax Parcel ID #05-65-02-09-0-002-068.011, PPIN #273826

Perdido Beach Boulevard South

3. That the Zoning Ordinance of the City of Orange Beach as previously amended is hereby further amended to approve the preliminary and final PUD for Turquoise Place North pursuant to application #1203-PUD-23 on file with the Department of Community Development;
4. That approval of this PUD is contingent upon the conditions recommended by staff as follows:
 - a. That the PUD shall be contingent on the sale and closing of the municipal lot.
 - b. A preliminary and final minor plat will be required for the north lot to combine the lots and to comply with Section 3.2 of the subdivision regulations, which prohibits the construction of structures across lot lines.
 - c. On the north lot, the existing right-of-way on the west side will need to be vacated.
 - d. Providing the utility availability letter from the Orange Beach Water Authority
 - e. Any signage for this development will require sign permits. All signage must comply with the sign guidelines stipulated in Article 15 of the Zoning Ordinance.
 - f. The covenants, grants, easements or other restrictions to be imposed on the use of the land, buildings and structures, including proposed easements for public and private utilities. All such legal documents, including homeowner's associations and deed restrictions, must be approved by the City Attorney before final approval of the plan.
 - g. For the beachside condominium, any work on the neighboring property to the east (Turquoise Place) will need the approval of the condominium owners association.
 - h. Alabama Department of Transportation Turn-out permits must be acquired for the northerly and southerly driveways prior to permitting.
 - i. US Army Corps of Engineers and Alabama Department of Conservation and Natural Resources approvals are required for the proposed pier structure.

- j. US Army of Engineers and Alabama Department of Environment Management approvals must be provided for wetlands impacts.
 - k. The submitted landscape plan references credited trees to meet the required number of trees for perimeter and frontage. Please elaborate on this and where the credits are referenced.
 - l. Provide a tree survey for the property. There are several protected trees along Perdido Beach Boulevard that are not accounted for nor referenced in the landscape plan. Additionally there are notes referencing existing vegetation to be preserved on the north side of the site however there is no existing vegetation in these areas.
 - m. Provide a wetland delineation from a qualified environmental scientist accurately depicting the extent of wetlands on the property. If any impacts to wetlands are proposed, State and Federal Regulatory approvals shall be provided.
 - n. Proposed marina requires State and Federal regulatory approvals.
 - o. ADEM Coastal permit required.
 - p. For the proposed south building, ensure that no portions of the building or features encroach onto the Fire Department access roadway. The Fire Department access road is required to be 26 feet for aerial access.
5. That all ordinances or parts of ordinances in conflict are, to the extent of such conflict, repealed; and
6. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 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 CITY COUNCIL MEETING
JANUARY 16, 2024**

Departments: City Clerk

Description of Topic: First Reading - 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.

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
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Orange Beach Public Library _____

Renee Eberly, City Clerk



**REGULAR CITY COUNCIL MEETING
JANUARY 16, 2024**

Departments: City Attorney

Description of Topic: First Reading - 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."

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
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Orange Beach Public Library _____

Renee Eberly, City Clerk



**REGULAR CITY COUNCIL MEETING
JANUARY 16, 2024**

Departments: City Attorney

Description of Topic: First Reading - 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."

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 Accessibiliity 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 Post Office _____

Orange Beach Public Library _____

Renee Eberly, City Clerk