



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Work Session 01/02/2024
2. Regular Council Meeting 01/02/2024
3. Committee of the Whole 01/02/2024
4. Work Session 01/09/2024

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

Resolutions

1. Resolution authorizing the purchase of a Video Surveillance System at the Recreation Center for the Expect Excellence Department through State Bid in the amount of \$34,856.48. (JL)
2. Resolution authorizing the purchase of Eight Treadmills for the Adult Fitness Center through the Sourcewell purchasing cooperative from Life Fitness in the amount of \$55,986.66. (JL)
3. Resolution authorizing the purchase of Five Elliptical Trainers for the Adult Fitness Center through the Sourcewell purchasing cooperative from Life Fitness in the amount of \$31,913.85. (JL)

4. Resolution authorizing the execution of amendment four to the subaward grant agreement with the Alabama Department of Conservation and Natural Resources for the RESTORE Act-funded North Sewer Force Main Upgrade. (NW)
5. Resolution authorizing the execution of a contract for law enforcement services with Baldwin County. (SB)

Public Hearings

1. Set a public hearing date for an ordinance to amend Ordinance No. 172, the Zoning Ordinance, Case Nos. 0103-PUD-04 and 0704-PUD-04, Reversion of the Bama Bayou Planned Unit Development Master Plan. (Suggested date 2/6/2024) (KA)
2. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0204-PUD-24, The Wharf Landing PUD. (Suggested date 2/6/2024) (KA)
3. Set a public hearing date for an ordinance to amend Ordinance No. 172, the Zoning Ordinance, Case No. 0103-PUDA-24, Beach Village PUD Modification - Food Trucks. (Suggested date 2/6/2024) (KA)

Ordinances

V. Public Comments

VI. Adjourn

**MINUTES OF
ORANGE BEACH CITY COUNCIL
WORK SESSION
JANUARY 2, 2024 – 10:00 A.M.
COASTAL ARTS CENTER**

The Orange Beach City Council met on January 2, 2024, at 10:00 A.M. with Mayor Tony Kennon presiding.

The following members were present:

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

The following members were absent:

None

The following items were discussed:

1. Staffing a third ambulance for the Fire Department.
2. Recreation complex capital projects.
3. Youth programming.
4. Insurance claims.
5. Lobbying proposal by Britton Bonner with Adams and Reese LLP.
6. South Baldwin Chamber of Commerce.
7. Art Center wedding business.
8. Proposed impact fee and sewer tap ordinance.
9. Candidate forum.
10. School legacy event.
11. Charter boat business license moratorium.
12. FEMA grant passthrough.
13. Legal update and pending litigation.
14. Canal Road construction project update.
15. Wharf agreement.

There being no further business, the meeting adjourned.

Time: 3:10 P.M.

APPROVED this 6th day of February, 2024.

Renee Eberly
City Clerk

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
JANUARY 2, 2024 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 5:00 P.M.
- II. INVOCATION** 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

Work Session	12/05/2023
Regular Council Meeting	12/05/2023
Committee of the Whole	12/05/2023

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>
Rebuild Alabama Annual Report – 2023 Transportation Plan | Report attached. |
| 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> | |

Representative Frances Holk-Jones spoke to the audience and encouraged citizens to contact her with any topics of interest for the upcoming legislative session, which begins on February 6, 2024. She stated that she is best reached through email at francesholkjones95@gmail.com or by text to 251-975-8877.

VIII. AUDITING OF ACCOUNTS

Motion made (Mitchell/Johnson) 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/Blalock) 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

1. Proclamation declaring January 2024 as Human Trafficking Awareness Month. Mayor Kennon read the proclamation aloud. Breighanna Vigor accepted the proclamation on behalf of the organization.
2. Tim Harry, 4206 Lauder Lane, spoke about the Children's Rescue Initiative and upcoming task force training.

X. RECOGNITIONS

1. Recognition of Bill and Pam Jeffries. Mayor Kennon read a certificate of recognition aloud recognizing Bill and Pam Jeffries, Orange Beach residents who are moving away, for their many contributions over the years.

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

Resolutions

1. Resolution awarding annual bids for aggregate, chlorine, concrete labor, concrete, lime, masonry labor, salt, sand and topsoil, sod, and sludge removal and disposal. **Motion made (Blalock/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution authorizing the execution of a grant agreement with the Alabama State Council on the Arts for the Expect Excellence Performing Arts production of "The Wizard of Oz." **Motion made (Mitchell/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution authorizing the execution of the Fifth Amendment to the Supplement and First Amendment to the Third Amended and Restated Development Agreement with Wharf Retail Properties, LLC, Wharf Entertainment Properties, LLC, and The Wharf Landing, LLC. **Motion made (Boyd/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution appointing Nicole Woerner as the designated representative to engage with the Federal Emergency Management Agency (FEMA) and the Alabama Emergency Management Agency (AEMA) for the Hazard Mitigation Grant Program (HMGP). **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. Resolution authorizing the execution of a state sub-recipient disaster assistance agreement with the State of Alabama and a sub-grantee funding agreement with Don and Penny Williams for City of Orange Beach Elevation 5390 Hickory Lane Project. **Motion made (Blalock/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

6. Resolution authorizing execution of Change Order No. 1 for electrical line relocation with Rolin Construction, Inc., for Football and Soccer Field Turf Installation at the Sportsplex in an amount not to exceed \$41,113. Motion made (Johnson/Silvers) to adopt the resolution. Vote unanimous in favor. **Motion passed.**

Public Hearings

1. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1204-PUDA-23, Pandion Ridge PUD Modification, Manager's Mobile Home Unit.

Griffin Powell, Planner II, presented the case overview.

Mayor Kennon questioned why a mobile home would be allowed.

The Sun Outdoors (formerly known as Pandion Ridge) Manager, Jose Manent, explained that his family is currently in a 1.5 bedroom condo, and that the proposed structure is more of a modular home as opposed to a mobile home.

Councilmember Mitchell explained that Planning Commission did not have an issue with the proposed structure due to the nature of the PUD which caters to RVs.

Council clarified the difference between modular homes and mobile homes. Kit Alexander, Community Development Director, stated that modular homes do comply with single-family home requirements in residential zones.

There being no further comments, the public hearing was adjourned.

2. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1203-PUD-23, Turquoise Place North PUD. Motion made (Silvers/Boyd) to reschedule the public hearing and first reading to the next council meeting on January 16, 2024.

Ordinances

1. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1204-PUDA-23, Pandion Ridge PUD Modification, Manager's Mobile Home Unit. 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 (Boyd/Mitchell) to adopt the ordinance with the conditions that the structure meets single-family residential home regulations and that it will be occupied by an employee for purpose of managing the park. 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 (Johnson/Boyd) to adjourn. Vote unanimous in favor.

Time: 5:54 P.M.

APPROVED this the 6th day of February, 2024.

Renee Eberly
City Clerk

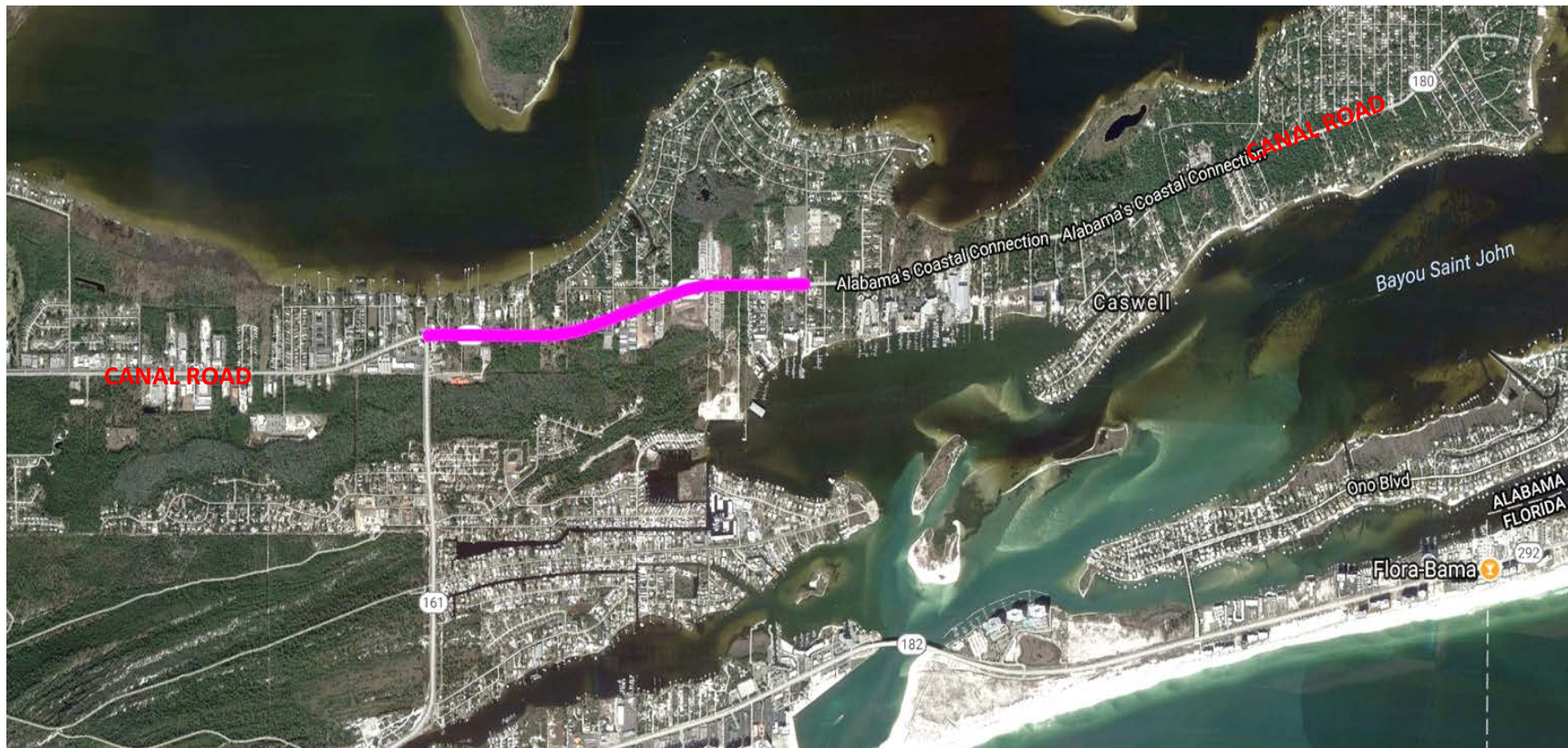
FY 2023 County Rebuild Alabama Annual Report

City of Orange Beach



Map Index	Project No.	Road Name/Number	Begin		End		Project Details				Amount of Rebuild Alabama Funding Expended in Current Fiscal Year	Method In Which Rebuild Funds Were Utilized			Percent Complete	Original CTP (Yes or No)	CRAF or FAEF	CRAF Amount	FAEF Amount	
			Lat.	Long.	Lat.	Long.	Road Improvement Project	Bridge Improvement Project	Project Length (miles)	Description of Work		Amount Expended Utilizing Competitive Bid	Amount Expended Utilizing Public Works	Amount Expended exempt from Competitive and/or Public Works						
											Beginning Balance								\$0.00	\$0.00
											Annual Revenue Received by County								0.00	\$0.00
											Rebuild Funds Received from Municipalities through MOUs								50,687	\$0.00
1		Canal Road	30.2920	-87.5813	30.2920	-87.5587	X		0.83	Road Widening from 2-lane to 3-lane	\$54,162	\$54,162	\$0.00	\$0.00	77%	Y	CRAF	\$54,162	\$0.00	
Note: Only Rebuild Alabama Funds are intended to be reported			Total Miles Addressed this Fiscal Year (Total Mileage Does Not Include Bridge Projects)						0.83	Total Rebuild Funds Expended this Fiscal Year	54,162	54,162	\$0.00	\$0.00		Total CRAF/FAEF Remaining	\$54,162	\$0.00		
Percent of Rebuild Funds Expended in Compliance with Section 11f on the Rebuild Alabama Act														100 %						

Remarks No CTP Amendments were made in FY 2023



WIDENING CANAL ROAD (STATE HIGHWAY 180) FROM TWO TO THREE LANES.

VITTOR & ASSOCIATES PERFORMED A FIELD EVALUATION AND DETERMINED THERE WERE NO WETLANDS BEING IMPACTED WITHIN THE PROJECT AREA.

County Rebuild Alabama Certificate of Compliance



To: Chair of the Joint Transportation Committee
Senate Pro Tempore
Speaker of the House

From: Kit Alexander
Community Development Director


Signature

Re: Rebuild Alabama Certificate of Compliance
FY 2023

This certificate of compliance is being submitted as required by the Rebuild Alabama Act to verify a minimum of 50% of the **County Rebuild Alabama Funds (CRAFs)** for the fiscal year 20 were expended utilizing a contract. The city's actual expenditures under contract were 100%.

Should you need any other information related to this project, please feel free to contact this office.

ORANGE BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
PO BOX 2432, 4101 ORANGE BEACH BLVD.
ORANGE BEACH, ALABAMA 36561
PHONE: 251.981.2610

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
JANUARY 2, 2024 – 5:54 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the January 16, 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 appropriating funds to the Orange Beach Board of Education to support city school system operations in an amount not to exceed \$3,347,756.
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 awarding the bid for Sportsplex Turf Maintenance Services.
6. Resolution awarding the proposal for a Glamping Concessionaire.
7. Resolution authorizing the purchase of Three Vehicles for the Coastal Resources Department through State Bid in the amount of \$161,465.
8. 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.
9. 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."
10. 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."

Public Comments:

1. Ty Fleming, 5368 Armadillo Avenue, stated he is having an issue obtaining a business license for his charter boat business after the sale of his father's house and asked Mayor and Council for grace. Mayor and Council explained that they cannot make an exception since the location and owner of the business have changed. Ford Handley, City Administrator / Finance Director, stated that Captain Fleming will have to wait until the current moratorium on new water-related business licenses is lifted. Mayor and Council agreed.

There being no further business, the meeting adjourned.

Time: 6:14 P.M.

APPROVED this 6th day of February, 2024.

Renee Eberly
City Clerk

**MINUTES OF
ORANGE BEACH CITY COUNCIL
WORK SESSION
JANUARY 9, 2024 – 1:00 P.M.
COASTAL ARTS CENTER**

The Orange Beach City Council met on January 9, 2024, at 1:00 P.M. with Mayor Tony Kennon presiding.

The following members were present:

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

The following members were absent:

None

The following items were discussed:

1. Bridge update.
2. Roundabout landscaping.
3. Potential property acquisition.
4. Naming of Sportsplex field in memory of Danny Martin.
5. Andy Andrews employee training.
6. Resident beach parking.
7. Charter boat business license moratorium.
8. Scheduling of next council work session for January 30, 2024.

Councilmember Jeff Silvers left at 2:53 P.M.

9. Art Center operating plan.

Councilmember Joni Blalock left at 3:51 P.M.

10. Bama Bayou Cooperative District.
11. Orange Beach Redevelopment Authority.
12. Lobbyists.
13. City float for Mardi Gras.
14. Friends of the Arts.
15. Planning Commission.

There being no further business, the meeting adjourned.

Time: 4:21 P.M.

APPROVED this 20th day of February, 2024.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 16, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Video Surveillance System at the Recreation Center for the Expect Excellence Department through State Bid in the amount of \$34,856.48. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 02-06-24 24-xxx Authorize Purchase Video Surveillance System Expect Excellence Recreation Center State Bid
2. 2024.01.04 Quote - Expect Excellence - Vision Security Technologies

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
VIDEO SURVEILLANCE SYSTEM AT THE RECREATION CENTER
FOR THE EXPECT EXCELLENCE DEPARTMENT
THROUGH STATE BID IN THE AMOUNT OF \$34,856.48**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of a Video Surveillance System at the Recreation Center for the Expect Excellence Department from Vision Security Technologies Inc. through Alabama State Bid in an amount not to exceed \$34,856.48;
2. That the Mayor is hereby authorized to approve payment to Vision Security Technologies Inc. in the amount of \$34,856.48 for a Video Surveillance System, per Proposal No. 13381-1-0 dated December 5, 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 6th DAY OF FEBRUARY, 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 February 6, 2024.

City Clerk



VISION

SECURITY TECHNOLOGIES

New Video Surveillance

Prepared for:
Expect Excellence Recreation Center
4849 Wilson Blvd.
Orange Beach , AL 36561

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

Proposal Issued:
12/5/2023

Proposal Valid To:
1/4/2024



Proposal Number: 13381-1-0
Expect Excellence Recreation Center
Date: December 5, 2023

PROJECT DESCRIPTION

Name: Expect Excellence Recreation Center

Site: Expect Excellence Recreation Center

4849 Wilson Blvd.
Orange Beach, AL 36561

Billing: City of Orange Beach

PO Box 458
Orange Beach, AL 36561

Contact

Cynthia Stacy, Accounts Payable Clerk

P: (251) 981-6818

C:

E: cstacy@orangebeachal.gov

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

Vision Security Technologies (VST) to provide and install additional video surveillance for the Expect Excellence Recreation Center located in Orange Beach, Alabama to consist of the following:

Camera locations are depicted on attached drawing.

VST to provide and install one (1) AI-NVR Avigilon server.

VST to provide and install one (1) 5mp dual camera to be located on the west side of the recreation center.

VST to provide and install one (1) 8mp multi-sensor camera to be located on the osprey pole.

VST to provide and install one (1) enclosure on the osprey pole.

VST to provide and install four (4) video encoders.

VST to provide and install one (1) wall mounted server rack.

VST to provide and install twenty-two (22) Avigilon Enterprise class camera licenses.

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



Proposal Number: 13381-1-0
Expect Excellence Recreation Center
Date: December 5, 2023

VST to connect existing cameras to the AI-NVR server.

VST to program and configure new cameras.

VST to provide two hours of training.

Customer to provide direct burial cable from the main IDF closet to the osprey pole.

Customer to provide 120V power to the VST provided enclosure on the osprey pole.

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

This project is being quoted as tax exempt. Materials will be purchased using a Certificate of Exemption per Act 2013-205 and Alabama Department Rule 810-6-3-77. The tax exempt entity will be required to file application, Form St: EXC-01

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

SCOPE DETAILS

- All work proposed shall be performed during normal business hours Monday through Friday 8:00AM -5:00PM
- 120 VAC power outlets and hardware connections are excluded from this project and are the responsibility of others.

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Proposal Number: 13381-1-0
Expect Excellence Recreation Center
Date: December 5, 2023

BILL OF MATERIALS

Name: Expect Excellence Recreation Center

Site: Expect Excellence Recreation Center

4849 Wilson Blvd.
Orange Beach , AL 36561

Billing: City of Orange Beach

PO Box 458
Orange Beach, AL 36561

Contact

Cynthia Stacy, Accounts Payable Clerk
P: (251) 981-6818
C:
E: cstacy@orangebeachal.gov

CCTV			\$34,856.48
QTY	Description	Unit Price	Ext.Price
500	CAT 6 Shielded Non-Plenum, Yellow	\$0.62	\$310.00
22	ACC 7 Enterprise Edition camera license	\$283.45	\$6,235.90
1	Cisco Business 350 Series 24 Port Managed Switch	\$1,028.18	\$1,028.18
1	NP2 - Neat Patch	\$99.01	\$99.01
1	Ditek 12 port rack mount POE surge protection, RJ-	\$608.72	\$608.72
24	VS 3FT YLW SNAGLESS C6 CM Booted	\$3.04	\$72.96
2	VS 10FT YLW SNAGLESS C6 CM Booted	\$5.84	\$11.68
1	1u Unity Series 24 port Patch Panel	\$72.38	\$72.38
1	18u Wall Mount Enclosure Plexi Front	\$1,952.00	\$1,952.00
1	APC Rack UPS 750VA, 600W, /Rack2U Brackets	\$1,209.78	\$1,209.78
1	AI NVR VALUE 12TB NA	\$6,709.94	\$6,709.94
1	2x 5MP H5A Dual Head Outdoor Camera	\$1,624.03	\$1,624.03
1	Pendant wall arm for H4 Fisheye (needs H4F-MTNPTA1	\$76.26	\$76.26
1	Optional IR illuminator ring, up to 100ft, H4AMH	\$359.45	\$359.45
1	Outdoor pendant mount adapter	\$183.95	\$183.95
1	Dome bubble and cover; for outdoor surface mount o	\$183.95	\$183.95
1	Pedant adapter for H5A dual head camera	\$65.35	\$65.35
1	Pole Mount for large pendant wall mount WLMT-1001	\$105.78	\$105.78
1	Wall Mount for large pendant camera	\$116.46	\$116.46
1	32GB-SD-MEM	\$101.33	\$101.33
1	Outdoor Enclosure 18x16x10	\$752.31	\$752.31
1	Enclosure Back Plane	\$220.00	\$220.00
1	Enclosue Pole Mount Kit	\$172.31	\$172.31
1	3 Conductor Line Cord	\$8.38	\$8.38
1	5 Port Industrial Gigabit POE+ High Temp	\$580.00	\$580.00
1	Industrial Single Output DIN Rail Power Supply	\$101.54	\$101.54
1	Din Rail 10 inches	\$7.69	\$7.69

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

www.visionsecuritytechnologies.com

License #591





Proposal Number: 13381-1-0
Expect Excellence Recreation Center
Date: December 5, 2023

1	H5A Multisensor 24MP Camera Module 3.3-5.7mm	\$2,447.08	\$2,447.08
1	DTK-MRJPOE With Shielded RJ45 Connections	\$75.37	\$75.37
1	Indoor single port Gigabit PoE++ 60W, North Americ	\$163.38	\$163.38
4	4-Port H.264 Analog Video	\$375.80	\$1,503.20
2	Avigilon -Mounting Bracket for 3 Avigilon Analog V	\$59.91	\$119.82

Supplies & Materials:

QTY	Description	Ext.Price
1	Misc. Fasteners and Connectors	\$653.85
1	Equipment Rental	\$444.44

Total Equipment	\$27,278.19
Total Labor	\$6,480.00
Total Supplies & Materials	\$1,098.29
Total Purchase Price	\$34,856.48

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Proposal Number: 13381-1-0
Expect Excellence Recreation Center
Date: December 5, 2023

Vision Investment Protection (VIP) is an elite service and maintenance plan that allows for a fixed annual budget. This proactive approach allows service and maintenance to be an operating expenditure, not a capital expenditure.

VIP is customizable and may include all or some of the following:

- 24/7 Priority Contact with Vision's Customer Support Group
- Guaranteed Response
- Emergency Weekend Response
- System Updates
- Discounted Rates
- Preventative Maintenance

VIP helps maintain your system at peak operating condition and eliminates the hassle of an unexpected expense if an issue arises.

Monthly Investment: Not Included

VISION INVESTMENT PROTECTION

Accept _____

Decline _____

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Proposal Number: 13381-1-0
Expect Excellence Recreation Center
Date: December 5, 2023

TERMS & CONDITIONS

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

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

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

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

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

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Proposal Number: 13381-1-0
Expect Excellence Recreation Center
Date: December 5, 2023

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

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

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

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

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

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

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

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

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Proposal Number: 13381-1-0
Expect Excellence Recreation Center
Date: December 5, 2023

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

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

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

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

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

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

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

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

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Proposal Number: 13381-1-0
Expect Excellence Recreation Center
Date: December 5, 2023

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

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

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

Intials: _____

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**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 16, 2024**

Departments: Expect Excellence

Description of Topic: Resolution authorizing the purchase of Eight Treadmills for the Adult Fitness Center through the Sourcewell purchasing cooperative from Life Fitness in the amount of \$55,986.66. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted, Expect Excellence

ATTACHMENTS:

1. 02-06-24 24-xxx Authorize Purchase Fitness Equipment Sourcewell
2. Orange Beach Rec Treadmill ASPIRE SL with ATTACHED TV Quote 1-9-24

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
EIGHT TREADMILLS FOR THE ADULT FITNESS CENTER
THROUGH THE SOURCEWELL PURCHASING COOPERATIVE
FROM LIFE FITNESS
IN THE AMOUNT OF \$55,986.66**

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 Eight Treadmills for the Adult Fitness Center through Sourcewell, approved by the State of Alabama and the Public Examiners Office, in the amount of \$55,986.66;
2. That the Mayor is hereby authorized to approve payment to Life Fitness, a division of Brunswick Corporation, in the amount of \$55,986.66 for Eight (8) Aspire Treadmills, per Quote No. 3688525-1 dated January 9, 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 6th DAY OF FEBRUARY, 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 February 6, 2024.

City Clerk

Quote# 3688525 - 1

Date 09-JAN-2024

Bill To

CITY OF ORANGE BEACH
PO BOX 458
ORANGE BEACH,BALDWIN
AL 36561-0458
US

Contact:
Cell:
Office:
Email:

Ship To

CITY OF ORANGE BEACH
4849 WILSON BLVD
ORANGE BEACH, BALDWIN
AL 36561-3974
United States

Contact:
Cell:
Office:
Email:



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SALES REPRESENTATIVE

JOHN TREVOR HAYES
Cell: 334-663-4751
Office: 334-663-4751
Email: Trevor.Hayes@lifefitness.com

Life Fitness

Corporate Address:

10601 Belmont Avenue
Franklin Park, IL 60131 USA
Phone: Main (847) 288-3300
Toll Free (800) 735-3867

Remittance Address:

2716 Network Place,
Chicago,IL
60673, USA

ONSITE CONTACT

Cell:
Email:
Facility ID:

Line	Model #	Qty	Unit Price	Unit Discount	Unit Selling Price	TOTAL PRICE
1	ATTACHTV <i>Total 7,972.58</i>	1	0.00	0.00	0.00	0.00
2	ASPT-SL ASPIRE TREADMILL SL MODEL - Aspire Tread SL Arctic Silver Low VT Base/SL TREAD LED CONSOLE ENGLISH IMPERIAL/	8	8,999.00	-3,779.58	5,219.42	41,755.36

Quote#

3688525 - 1

Date 09-JAN-2024

PO Number		Subtotal	
Payment Type		List Price	84,407.00
Payment Terms		Adjustment and Surcharge	-34,679.06
Freight Terms		Selling Price	49,727.94
FOB			
		Freight/Fuel/Installation	6,258.72
		Tax	TAXES AS APPLICABLE
		Total(USD)	55,986.66

Notes:
SOURCEWELL CONTRACT # 081120-LFF

This is a draft quote and not a contract - Subject to management approval

Quote#

3688525 - 1

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Date 09-JAN-2024

Shipment Priority:
Requested Delivery Date:

Full set of Life Fitness Terms and Conditions <https://www.lifefitness.com/en-us/legal/terms-conditions>
Excerpts from the Life Fitness Terms and Conditions are below:

Key Term	Contract Language
Delivery Delay - Buyer extends Requested Delivery Date by more than 30 days	2. DELIVERY (B): Delays or Product Holds made at Buyer's request or due to Buyer's failure to take requested action ("Buyer's Factors"), as more specifically defined in Section 19, may result in delivery delay fees and/or price adjustments in accordance with Sections 2 and 19. If Buyer seeks to extend the Requested Delivery Date by more than thirty (30) days from the Buyer's original Requested Delivery Date, (i) Buyer will pay LF 50% of the total invoice price for the Products at the time of providing notice to LF of the extended delivery date, with the balance due in accordance with Buyer's previously agreed-upon payment terms with LF, and (ii) Buyer will pay monthly "delivery delay fees" equal to 1% of the total invoice price for the Products, calculated from Buyer's original Requested Delivery Date until Products are delivered. The payment and fees pursuant to sections 2(B)(i) and 2(B)(ii) will not apply if Buyer requests extension of the delivery date at least sixty (60) days prior to the original Requested Delivery Date.
Payment - Late Payment	5. PAYMENT: [Late payment]. . . Payments not made by Buyer on or before the due date shall bear interest at three percent (3%) per month or the maximum rate permitted by law, whichever is less. Such interest shall be in addition to and without limitation of any other rights or remedies which LF may have under this Agreement or at law or in equity. Buyer agrees to pay any attorney's fees and costs incurred by LF in enforcing its rights under this Agreement. . .
Returns	7: RETURNS: Within ten (10) days of delivery, Buyer may contact LF to discuss return options, which may include, at LF's sole discretion, (A) return of new, unused Products for credit; or (B) return of non-stocked or used Products for a fair market repurchase price, as determined by LF, which shall be issued in the form of a product credit. (C) All custom, ("Built-to-Order") Products, which are defined as any Products ordered in optional or custom frame colors, as defined on the [LF Quote and Purchase Order], are final sale and not eligible for return. Approved credits or repurchase prices will not include freight, fuel and installation charges incurred by LF. Authorized returns require a Return Material Authorization (RMA) Number. To obtain an RMA number contact LF at 1.800.735.3867. The returned Product must be returned in its original packaging, as applicable with the RMA number boldly written on the outside of the package. LF assumes no responsibility for damage caused by shipping or improper packaging. Each returned Product is subject to a re-stocking fee of twenty percent (20%) of the Product's purchase price, plus all expenses incurred by LF in connection with facilitating the return, including but not limited to costs related to third party installers, and shipping and handling.
Canceled and Changed orders	8. CANCELED AND CHANGED ORDERS: Orders modified, changed, or canceled by Buyer (including, but not limited to, failure to timely collect or pick up a Will Call Order) within 60 days prior to the Buyer's original Requested Delivery Date or within 90 days prior to the Requested Delivery Date for Built-to-Order Products are subject to a restocking fee of twenty percent (20%) of the Products' purchase price.
Price Adjustment - External Factors	19. PRICE ADJUSTMENT: (A) External Factors - Buyer acknowledges that the Products' price and associated costs and taxes are subject to external factors unknown to LF at the Agreement date ("External Factors"), including, but not limited to: (a) fluctuations in prices for raw materials, fuel, transportation; (b) fluctuations in foreign exchange; (c) changes to applicable law, duties, tariffs and tolls; and (d) Force Majeure Events. LF may notify Buyer of a change to a price caused by an External Factor 30 days after Order is placed, or whatever notice period may be required by applicable law. Buyer may suggest ways for LF to mitigate the External Factor, which LF will consider in good faith. If LF and Buyer cannot agree on the price change caused by an External Factor within 10 business days of notification, LF may at its option: (a) proceed on the basis of the unchanged price; or (b) terminate the Order on 1 business days' prior written notice. . .
Price Adjustment - Requested Delivery Date extended more than nine (9) months from the Order Acknowledgement Date	19. PRICE ADJUSTMENT . . . (B): Buyer's Factors. Buyer acknowledges that if the price and associated costs and taxes increase, and are dependent on Buyer's Factors, which are within the control of Buyer, including: (a) failure or delay to give LF information or instructions; or (b) request by Buyer: (i) to schedule the Requested Delivery Date; or (ii) to extend the Requested Delivery Date, to a date more than nine (9) months from the Order Acknowledgement date; then LF may, after giving the Buyer 5 business days' written notice, adjust the Products price to reflect current pricing as of the new Requested Delivery Date, and/or to take account of Buyer's Factors. (C) . . . Inability to Reach Agreement. If Buyer seeks to extend the Requested Delivery Date to a date more than nine (9) months from the Order Acknowledgement Date, and Buyer does not agree to LF's proposed adjusted price, reflecting updated pricing as of the new Requested Delivery Date, LF has the right to cancel the Order and Buyer agrees to pay a 20% restocking fee in connection with the Order.
Price Escalation	20. PRICE ESCALATION: If the term of the Agreement exceeds one (1) year, LF may automatically adjust the LF MSRP Price List(s): (i) annually effective on each new Order after the adjusted Price List(s)' effective date, and (ii) periodically, with five (5) days prior written notice, during the Term of the Agreement if subsections (a) through (d) herein cause a significant increase in LF's input costs, and will be effective on any Orders placed after the notification. The price adjustment shall be based on: (a) changes to the cost of raw materials and/or labor costs related to personnel responsible for manufacturing and/or assembling the Products, (b) macroeconomic conditions, such as taxes, tariffs or duties, inflation, increased logistics/transportation costs, fluctuations in foreign exchange rates, natural disasters, labor shortages/strikes, etc., (c) applicable market trends, or (d) other events not within LF's control that impact the cost of manufacturing or selling the Products. The variation in the cost of the Products shall be consistent with applicable market indexes, where available, third-party sources or other evidence. LF reserves the right to add periodic surcharges to Orders, including without limitation, adjustments for the then-current price of fuel, such surcharges to be specified and invoiced by LF.
Limited Warranty	10: LIMITED WARRANTY: (A) Products – Standard Limited Warranty: Each Product has its own limited manufacturer's warranty (see www.lifefitness.com). Such limited warranty shall be the original Buyer's sole and exclusive remedy for any breach of warranty. (B) Products – Extended Limited Warranty: Each Product has its own limited manufacturer's warranty (see www.lifefitness.com). Such limited warranty shall be the original Buyer's sole and exclusive remedy for any breach of warranty. (C) Parts: Parts shall have the following limited warranty: Parts are warranted to the original Buyer for ninety (90) days from the date they are received. Such limited warranty shall be Buyer's exclusive remedy for any breach of warranty. To make a claim (parts only) during the limited warranty period, Buyer must contact LF for an RMA Number (see Section 7). For Non-Consumable (NC) part claims, Buyer will be subject to an "Unreturned Equipment Charge" which may be the price of the replacement part, if the replaced NC part is not returned within thirty (30) days of opening the claim. If, in LF's sole discretion, the part is damaged due to accident, misuse, abuse, fire, flood, Force Majeure Events, or other contingencies beyond LF's control, LF may deny the claim, in which case Buyer shall not be entitled to a credit, and any replacement parts must be purchased pursuant to LF's credit terms. THE WARRANTY STATEMENTS SET FORTH IN THIS SECTION 10 ARE THE SOLE LIMITED WARRANTIES MADE BY LF WITH RESPECT TO THE PRODUCTS PURCHASED BY OR PROVIDED TO BUYER PURSUANT TO THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES BY LF, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This is a draft quote and not a contract - Subject to management approval



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 16, 2024**

Departments: Expect Excellence

Description of Topic: Resolution authorizing the purchase of Five Elliptical Trainers for the Adult Fitness Center through the Sourcewell purchasing cooperative from Life Fitness in the amount of \$31,913.85. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted, Expect Excellence

ATTACHMENTS:

1. 02-06-24 24-xxx Authorize Purchase Elliptical Trainers Adult Fitness Center Sourcewell
2. Orange Beach Rec Crosstrainer INTEGRITY + SL ATTACHED TV Quote 1-5-24

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
FIVE ELLIPTICAL TRAINERS FOR THE ADULT FITNESS CENTER
THROUGH THE SOURCEWELL PURCHASING COOPERATIVE
FROM LIFE FITNESS
IN THE AMOUNT OF \$31,913.85**

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 Five Elliptical Trainers for the Adult Fitness Center through Sourcewell, approved by the State of Alabama and the Public Examiners Office, in the amount of \$31,913.85;
2. That the Mayor is hereby authorized to approve payment to Life Fitness, a division of Brunswick Corporation, in the amount of \$31,913.85 for Five (5) Elliptical Trainers, per Quote No. 3650990-1R dated January 5, 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 6th DAY OF FEBRUARY, 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 February 6, 2024.

City Clerk

Quote# 3650990 - 1R

Date 05-JAN-2024

Bill To

CITY OF ORANGE BEACH
PO BOX 458
ORANGE BEACH, BALDWIN
AL 36561-0458
US

Contact:
Cell:
Office:
Email:

Ship To

CITY OF ORANGE BEACH
4849 WILSON BLVD
ORANGE BEACH, BALDWIN
AL 36561-3974
United States

Contact:
Cell:
Office:
Email:



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SALES REPRESENTATIVE

JOHN TREVOR HAYES
Cell: 334-663-4751
Office: 334-663-4751
Email: Trevor.Hayes@lifefitness.com

Life Fitness

Corporate Address:

10601 Belmont Avenue
Franklin Park, IL 60131 USA
Phone: Main (847) 288-3300
Toll Free (800) 735-3867

Remittance Address:

2716 Network Place,
Chicago, IL
60673, USA

ONSITE CONTACT

Cell: TBD
Email: TBD
Facility ID:

Line	Model #	Qty	Unit Price	Unit Discount	Unit Selling Price	TOTAL PRICE
1	ATTACHTV <i>Total 4,952.85</i>	1	0.00	0.00	0.00	0.00
	INTEGRITY NON-TREAD TV BRACKET	5	210.00	-21.50	188.50	942.50
	Non-Life Fitness TV Remote Control	1	23.00	-6.90	16.10	16.10
	15.6 In ATTACHABLE TV- NTSC/ATSC/QAM	5	1,229.00	-430.15	798.85	3,994.25
2	INX-SL INTEGRITY+ CROSS-TRAINER w/SL - Int Plus Cross Trainer SL Arctic Silver Base/SL BIKE/CT LED CONSOLE ENGLISH IMPERIAL	5	7,999.00	-3,359.58	4,639.42	23,197.10

Quote#

3650990 - 1R

Date 05-JAN-2024

PO Number		Subtotal	
Payment Type		List Price	47,213.00
Payment Terms		Adjustment and Surcharge	-19,063.05
Freight Terms		Selling Price	28,149.95
FOB			
		Freight/Fuel/Installation	3,763.90
		Tax	TAXES AS APPLICABLE
		Total(USD)	31,913.85

Notes:
SOURCEWELL CONTRACT # 081120-LFF

This is a draft quote and not a contract - Subject to management approval

Quote#

3650990 - 1R

Page 3/3

Date 05-JAN-2024

Shipment Priority: STANDARD
 Requested Delivery Date: 03-MAY-2023

Full set of Life Fitness Terms and Conditions <https://www.lifefitness.com/en-us/legal/terms-conditions>
 Excerpts from the Life Fitness Terms and Conditions are below:

Key Term	Contract Language
Delivery Delay - Buyer extends Requested Delivery Date by more than 30 days	2. DELIVERY (B): Delays or Product Holds made at Buyer's request or due to Buyer's failure to take requested action ("Buyer's Factors"), as more specifically defined in Section 19, may result in delivery delay fees and/or price adjustments in accordance with Sections 2 and 19. If Buyer seeks to extend the Requested Delivery Date by more than thirty (30) days from the Buyer's original Requested Delivery Date, (i) Buyer will pay LF 50% of the total invoice price for the Products at the time of providing notice to LF of the extended delivery date, with the balance due in accordance with Buyer's previously agreed-upon payment terms with LF, and (ii) Buyer will pay monthly "delivery delay fees" equal to 1% of the total invoice price for the Products, calculated from Buyer's original Requested Delivery Date until Products are delivered. The payment and fees pursuant to sections 2(B)(i) and 2(B)(ii) will not apply if Buyer requests extension of the delivery date at least sixty (60) days prior to the original Requested Delivery Date.
Payment - Late Payment	5. PAYMENT: [Late payment]. . . Payments not made by Buyer on or before the due date shall bear interest at three percent (3%) per month or the maximum rate permitted by law, whichever is less. Such interest shall be in addition to and without limitation of any other rights or remedies which LF may have under this Agreement or at law or in equity. Buyer agrees to pay any attorney's fees and costs incurred by LF in enforcing its rights under this Agreement. . .
Returns	7: RETURNS: Within ten (10) days of delivery, Buyer may contact LF to discuss return options, which may include, at LF's sole discretion, (A) return of new, unused Products for credit; or (B) return of non-stocked or used Products for a fair market repurchase price, as determined by LF, which shall be issued in the form of a product credit. (C) All custom, ("Built-to-Order") Products, which are defined as any Products ordered in optional or custom frame colors, as defined on the [LF Quote and Purchase Order], are final sale and not eligible for return. Approved credits or repurchase prices will not include freight, fuel and installation charges incurred by LF. Authorized returns require a Return Material Authorization (RMA) Number. To obtain an RMA number contact LF at 1.800.735.3867. The returned Product must be returned in its original packaging, as applicable with the RMA number boldly written on the outside of the package. LF assumes no responsibility for damage caused by shipping or improper packaging. Each returned Product is subject to a re-stocking fee of twenty percent (20%) of the Product's purchase price, plus all expenses incurred by LF in connection with facilitating the return, including but not limited to costs related to third party installers, and shipping and handling.
Canceled and Changed orders	8. CANCELED AND CHANGED ORDERS: Orders modified, changed, or canceled by Buyer (including, but not limited to, failure to timely collect or pick up a Will Call Order) within 60 days prior to the Buyer's original Requested Delivery Date or within 90 days prior to the Requested Delivery Date for Built-to-Order Products are subject to a restocking fee of twenty percent (20%) of the Products' purchase price.
Price Adjustment - External Factors	19. PRICE ADJUSTMENT: (A) External Factors - Buyer acknowledges that the Products' price and associated costs and taxes are subject to external factors unknown to LF at the Agreement date ("External Factors"), including, but not limited to: (a) fluctuations in prices for raw materials, fuel, transportation; (b) fluctuations in foreign exchange; (c) changes to applicable law, duties, tariffs and tolls; and (d) Force Majeure Events. LF may notify Buyer of a change to a price caused by an External Factor 30 days after Order is placed, or whatever notice period may be required by applicable law. Buyer may suggest ways for LF to mitigate the External Factor, which LF will consider in good faith. If LF and Buyer cannot agree on the price change caused by an External Factor within 10 business days of notification, LF may at its option: (a) proceed on the basis of the unchanged price; or (b) terminate the Order on 1 business days' prior written notice. . .
Price Adjustment - Requested Delivery Date extended more than nine (9) months from the Order Acknowledgement Date	19. PRICE ADJUSTMENT . . . (B): Buyer's Factors. Buyer acknowledges that if the price and associated costs and taxes increase, and are dependent on Buyer's Factors, which are within the control of Buyer, including: (a) failure or delay to give LF information or instructions; or (b) request by Buyer: (i) to schedule the Requested Delivery Date; or (ii) to extend the Requested Delivery Date, to a date more than nine (9) months from the Order Acknowledgement date; then LF may, after giving the Buyer 5 business days' written notice, adjust the Products price to reflect current pricing as of the new Requested Delivery Date, and/or to take account of Buyer's Factors. (C) Inability to Reach Agreement. If Buyer seeks to extend the Requested Delivery Date to a date more than nine (9) months from the Order Acknowledgement Date, and Buyer does not agree to LF's proposed adjusted price, reflecting updated pricing as of the new Requested Delivery Date, LF has the right to cancel the Order and Buyer agrees to pay a 20% restocking fee in connection with the Order.
Price Escalation	20. PRICE ESCALATION: If the term of the Agreement exceeds one (1) year, LF may automatically adjust the LF MSRP Price List(s): (i) annually effective on each new Order after the adjusted Price List(s)' effective date, and (ii) periodically, with five (5) days prior written notice, during the Term of the Agreement if subsections (a) through (d) herein cause a significant increase in LF's input costs, and will be effective on any Orders placed after the notification. The price adjustment shall be based on: (a) changes to the cost of raw materials and/or labor costs related to personnel responsible for manufacturing and/or assembling the Products, (b) macroeconomic conditions, such as taxes, tariffs or duties, inflation, increased logistics/transportation costs, fluctuations in foreign exchange rates, natural disasters, labor shortages/strikes, etc., (c) applicable market trends, or (d) other events not within LF's control that impact the cost of manufacturing or selling the Products. The variation in the cost of the Products shall be consistent with applicable market indexes, where available, third-party sources or other evidence. LF reserves the right to add periodic surcharges to Orders, including without limitation, adjustments for the then-current price of fuel, such surcharges to be specified and invoiced by LF.
Limited Warranty	10: LIMITED WARRANTY: (A) Products – Standard Limited Warranty: Each Product has its own limited manufacturer's warranty (see www.lifefitness.com). Such limited warranty shall be the original Buyer's sole and exclusive remedy for any breach of warranty. (B) Products – Extended Limited Warranty: Each Product has its own limited manufacturer's warranty (see www.lifefitness.com). Such limited warranty shall be the original Buyer's sole and exclusive remedy for any breach of warranty. (C) Parts: Parts shall have the following limited warranty: Parts are warranted to the original Buyer for ninety (90) days from the date they are received. Such limited warranty shall be Buyer's exclusive remedy for any breach of warranty. To make a claim (parts only) during the limited warranty period, Buyer must contact LF for an RMA Number (see Section 7). For Non-Consumable (NC) part claims, Buyer will be subject to an "Unreturned Equipment Charge" which may be the price of the replacement part, if the replaced NC part is not returned within thirty (30) days of opening the claim. If, in LF's sole discretion, the part is damaged due to accident, misuse, abuse, fire, flood, Force Majeure Events, or other contingencies beyond LF's control, LF may deny the claim, in which case Buyer shall not be entitled to a credit, and any replacement parts must be purchased pursuant to LF's credit terms. THE WARRANTY STATEMENTS SET FORTH IN THIS SECTION 10 ARE THE SOLE LIMITED WARRANTIES MADE BY LF WITH RESPECT TO THE PRODUCTS PURCHASED BY OR PROVIDED TO BUYER PURSUANT TO THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES BY LF, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This is a draft quote and not a contract - Subject to management approval



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 16, 2024**

Departments: Coastal Resources

Description of Topic: Resolution authorizing the execution of amendment four to the subaward grant agreement with the Alabama Department of Conservation and Natural Resources for the RESTORE Act-funded North Sewer Force Main Upgrade. (NW)

Background/Description: The City Council has already approved a change order for the amount over the initial contract for the sewer project. The RESTORE Council requires the City to formalize the additional funding in the form of this amendment which adds the cofunding amount to the overall agreement. Once this amendment is approved, the State will release the final reimbursement payment to closeout the project.

Action Options/Recommendation:

Source of Funding (if applicable): The City paid the cofunding amount of \$80,722 out of 2023 budget.

ATTACHMENTS:

1. 02-06-24 24-xxx Authorize Subaward Grant Agreement Amendment ADCNR RESTORE Act North Sewer Project
2. Amendment 4
3. OB sewer NOA 12.21.23

RESOLUTION NO. 24-xxx

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

FINDINGS:

1. The purpose of this Agreement is for Alabama Department of Conservation and Natural Resources (ADCNR) to provide funding under the Resources and Ecosystem Sustainability, Tourism Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) State Expenditure Plan to the City of Orange Beach for the upgrade of the existing sanitary sewer force main located north of the Gulf Intracoastal Waterway.
2. The purpose of the project is to improve the capacity and integrity of an existing sanitary sewer force main located along the Foley Beach Express and Roscoe Road.
3. On May 19, 2020, City Council adopted Resolution No. 20-110 authorizing the execution of a Subaward Grant Agreement with ADCNR agreeing to the provisions of the grant for the project.
4. ADCNR will disperse funds to the City to carry out the scope of the project in an amount not to exceed a total of \$5,925,000.
5. The purpose of this amendment is to add \$80,722 in co-funding.
6. After having reviewed said agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

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

ADOPTED THIS 6th DAY OF FEBRUARY, 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 February 6, 2024.

City Clerk

STATE OF ALABAMA

ADCNR Grant #: S1P23-OBSU

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT – AMENDMENT NO. 4

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

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter “RESTORE Act”) to Subrecipient for implementation of the RESTORE Act Direct Component project titled “State Expenditure Plan #23: Orange Beach North Sewer Force Main Upgrade” (hereinafter “Project”). The purpose of this project is to construct approximately 8 miles of sewer force main from a point on Highway 180 in Orange Beach to an existing lift station on County Road 12, further described in the Federal Award GNSSP20AL0004-01-04. This Agreement between the Parties will be identified by the “ADCNR Grant Number” set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.

This Amendment No. 4 is for an existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP20AL0004-01-04, Orange Beach North Sewer Force Main Upgrade Amendment No. 4. This amendment executes the following suite of actions:

- This amendment adds \$80,722 in co-funding and updates Special Award Conditions to include Non-Federal Subrecipient Share Requirement; and
 - All other terms and conditions from the original award and subsequent amendments remain in effect.
2. **FEDERAL AWARD INFORMATION:** The Project’s Financial Assistance Award (hereinafter “Federal Award”) in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): GNSSP20AL0004
 - b. Federal Award Period of Performance: 10/01/2019 to 09/30/2023
 - c. Total Amount of Federal Funds Obligated To Subrecipient: \$5,925,000.00
 - d. Subrecipient UEI: JKREAZH2DMF6
 - e. Total Amount of Federal Award: \$6,099,384.00
 - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter “RESTORE Council”)
 - g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130
 - h. CFDA Number & Name: CFDA# 87.052 “Spill Impact Component Project Grants”
 - i. Indirect Cost Rate of Subrecipient: 0%
 3. **AGREEMENT FUNDING AMOUNT:** ADCNR’s funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of five million nine hundred twenty-five thousand and xx/100 dollars (\$5,925,000.00).

4. PROJECT PERIOD: The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on October 1, 2019 and end on September 30, 2023.
5. AGREEMENT TERM: The term of this Agreement shall commence when the Agreement is executed by both Parties and end on September 30, 2023 (hereinafter "Agreement Term").
6. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

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

With a copy to:

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

To Subrecipient:

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

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

7. BOYCOTT: In compliance with Act 2016-312, Subrecipient hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade. In compliance with Ala. Act No. 2023-409, by signing this contract agreement, Contractor Subrecipient provides written verification that Contractor Subrecipient, without violating controlling law or regulation, does not and will not, during the term of the contract agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.
8. PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

9. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:
1. This Subaward Agreement;
 2. The Amendment for the existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP20AL0004-01-04 and any RESTORE Council-specific Special Award Conditions.

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

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

Christopher M. Blankenship, Commissioner

Date: _____

CITY OF ORANGE BEACH

Tony Kennon, Mayor

Date: _____

AL-12/13/2023

Subrecipient Name: City of Orange Beach, UEI: JKREAZH2DMF6

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

Attachment

Federal Award Identification

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

(1) Federal Award Identification		
(i.)	Subrecipient name	City of Orange Beach
(ii.)	Subrecipient's unique entity identifier	UEI: JKREAZH2DMF6
(iii.)	Federal Award Identification Number (FAIN);	GNSSP20AL0004
(iv.)	Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	12/13/2023
(v.)	Subaward Period of Performance Start and End Date;	This agreement shall commence when it is executed by both Parties and end on September 30, 2023.
(vi.)	Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$5,925,000.00
(vii.)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$5,925,000.00
(viii.)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$5,925,000.00
(ix.)	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to construct approximately 8 miles of sewer force main from a point on Highway 180 in Orange Beach to an existing lift station on County Road 12.
(x.)	Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity.	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.blankenship@dcnr.alabama.gov
(xi.)	CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # 87.052 "Spill Impact Component Project Grants" - total Federal Award issued to ADCNR, which is registered in SAM with the UEI: <u>WLNMNKHKF5T1</u> is \$6,099,384.00.
(xii.)	Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.)	Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 24.09%.

1. DATE ISSUED MM/DD/YYYY 12/13/2023		1a. SUPERSEDES AWARD NOTICE dated 08/02/2023 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 87.052 - Spill Impact Component Project Grants			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. GNSSP20AL0004-01-04 Formerly		5. TYPE OF AWARD Other	
4a. FAIN GNSSP20AL0004		5a. ACTION TYPE Post Award Amendment	
6. PROJECT PERIOD MM/DD/YYYY From 10/01/2019		Through MM/DD/YYYY 09/30/2023	
7. BUDGET PERIOD MM/DD/YYYY From 10/01/2019		Through MM/DD/YYYY 09/30/2023	
8. TITLE OF PROJECT (OR PROGRAM) State Expenditure Plan #23: Orange Beach North Sewer Force Main Upgrade			

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

500 Poydras Street
Suite 1117
New Orleans, LA 70130

NOTICE OF AWARD

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

9a. GRANTEE NAME AND ADDRESS ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES 64 N Union St RM 458 Montgomery, AL 36130-3020	9b. GRANTEE PROJECT DIRECTOR Amy Hunter 64 N Union St RM 458 Montgomery, AL 36130-3020 Phone: 251-621-1216
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Chris Blankenship 118 N. Royal Street Suite 603 Mobile, AL 36602 An authorized representative electronically signed the award on 12/21/2023	10b. FEDERAL PROJECT OFFICER Ms. Kathleen Baxter 500 Poydras St STE 1117 New Orleans, LA 70130-7305 Phone: 504-940-7709

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance) I Financial Assistance from the Federal Awarding Agency Only II Total project costs including grant funds and all other financial participation		12. AWARD COMPUTATION a. Amount of Federal Financial Assistance (from item 11m) 6,099,384.00 b. Less Unobligated Balance From Prior Budget Periods 0.00 c. Less Cumulative Prior Award(s) This Budget Period 6,099,384.00 d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 0.00 13. Total Federal Funds Awarded to Date for Project Period 6,099,384.00																	
a. Salaries and Wages 35,428.00 b. Fringe Benefits 15,189.00 c. Total Personnel Costs 50,617.00 d. Equipment 0.00 e. Supplies 100.00 f. Travel 527.00 g. Construction 0.00 h. Other 0.00 i. Contractual 6,116,542.00 j. TOTAL DIRECT COSTS 6,167,786.00 k. INDIRECT COSTS 12,320.00 l. TOTAL APPROVED BUDGET 6,180,106.00 m. Federal Share 6,099,384.00 n. Non-Federal Share 80,722.00		14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project): <table><thead><tr><th>YEAR</th><th>TOTAL DIRECT COSTS</th><th>YEAR</th><th>TOTAL DIRECT COSTS</th></tr></thead><tbody><tr><td>a. 2</td><td></td><td>d. 5</td><td></td></tr><tr><td>b. 3</td><td></td><td>e. 6</td><td></td></tr><tr><td>c. 4</td><td></td><td>f. 7</td><td></td></tr></tbody></table> 15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: a. DEDUCTION b. ADDITIONAL COSTS c. MATCHING d. OTHER RESEARCH (Add / Deduct Option) e. OTHER (See REMARKS) 16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: a. The grant program legislation. b. The grant program regulations. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. Federal administrative requirements, cost principles and audit requirements applicable to this grant. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.		YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS	a. 2		d. 5		b. 3		e. 6		c. 4		f. 7	
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS																
a. 2		d. 5																	
b. 3		e. 6																	
c. 4		f. 7																	

REMARKS (Other Terms and Conditions Attached -



Yes



No)

This amendment adds \$80,722 in co-funding and updates Special Award Conditions to include Non-Federal Subrecipient Share Requirement. All other terms and conditions from the original award and subsequent amendments remain in effect.

AUTHORIZING OFFICIAL:

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

Electronically Signed 12/21/2023

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

AWARD ATTACHMENTS

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL
RESOURCES

GNSSP20AL0004-01-
04

1. Award Notes

AWARD NOTES

The following documents are incorporated in this award by reference:

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

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

- ☒ BUDGET NARRATIVE

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

- ☒ PROJECT NARRATIVE
- ☒ OBSERVATIONAL DATA PLAN
- ☒ MILESTONES
- ☒ METRICS
- ☐ OTHER

GCERC Internal Financial Codes:

No change to GCERC Financial Codes

CAM 1 - GCCGECONOMYX

CAM 2 - GCCMOBILEBAY

CAM 3 - GCCPCOMRESIL

FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
0.00	0.00	0.00	\$	This award only adds co-funding.

REVISED SPECIAL AWARD CONDITIONS

All Special Award Conditions remain in effect with the addition of the following revision:

9. Non-Federal Subrecipient Share Requirement

The budget under this award includes \$80,722 in project-related costs, referred to as the non-federal share, committed by the City of Orange Beach. The non-federal share is not a statutory requirement of the RESTORE Act (33 U.S.C. 1321(t)), but it is required to complete the project and has been voluntarily committed by the Recipient under this Award. The non-federal share therefore meets the definition of cost share or matching in 2 CFR §200.29 and must satisfy the criteria of §200.306(b). Non-federal share funding will be used for construction costs. The Recipient will report on non-federal share expenditures throughout the period of performance.

AWARD DELIVERABLE SUMMARY

The following deliverables are described in detail in the Special Award Conditions section of the award.

SAC	DELIVERABLE
Non-Duplicative Use of RESTORE Act Funds	Deliverable required if other compensation from another funding source is received.
Grant Project Performance and Financial Reporting	See Reporting Schedule in Award Notes
Estimated Useful Life and Federal Interest in Project Property	Recorded Notice of Federal Interest and/or Recorded Covenant of Purpose; Real Property Certification
Inspection and Final Acceptance	Schedule Final Inspection
Observational Data Management and Delivery	All data compiled, collected, or created under this award. Final Project Geographic Information System (GIS) files.
Updates to the Observational Data Plan	Updated Observational Data Plan (ODP)
Updates to the Data Management Plan	Updated Data Management Plan
PRE-CONSTRUCTION SACS	All Pre-Construction Requirements have been met
Title to real property improved under this award. (received)	Title to real property improved under this award.
E&D plans for project activities not directly involving restoration of ecological systems (received)	Cover sheet of E&D plans that are stamped by a professional engineer.
Permitting requirements (received)	Environmental Compliance permits and documentation necessary for construction, completion, and operation of project.
Floodplain requirements (received)	Evidence, satisfactory to the Council Grants Office, that all applicable floodplain requirements have been met
Americans with Disabilities Act (ADA) Compliance (received)	Evidence that the recipient or subrecipient is in compliance with ADA requirements related to improvements to be constructed or operated under the project.
Updated construction schedules and cost estimates (received)	Submission of verifiable financial records documenting the proposed contingency expenditures.
SUPPLEMENTAL CONSTRUCTION TERMS	
Acquisition of Real Property	No deliverable required; not an allowable expense
Administration, Operation, and Maintenance	Agreement such as an MOU or Covenant of Purpose
Insurance	Evidence of insurance

Bonding	No deliverable required. Must comply.
Real Property Reporting Requirements	SF-429
Goals for women and minorities in construction	No deliverable required. Must comply.
Davis-Bacon Act and related acts	No deliverable required. Must comply.

REPORTING SCHEDULE

Reporting Task	Reporting Period	Task Due Date
Financial Report	4/1/2020 - 9/30/2020	10/30/2020 (received)
Financial Report	10/1/2020 - 3/31/2021	4/30/2021 (received)
Performance Report	4/1/2020 - 3/31/2021	4/30/2021 (received)
Financial and Performance Reports	4/1/2021 - 3/31/2022	5/30/2022 (received)
Financial and Performance Reports	4/1/2022 - 3/31/2023	5/30/2023
Final Financial and Performance Reports	4/1/2023 – 9/30/23	1/28/2024



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 16, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a contract for law enforcement services with Baldwin County. (SB)

Background/Description: Annual agreement for law enforcement services upon request from the Baldwin County Sheriff's Office.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 02-06-24 24-xxx Authorize Law Enforcement Services Contract Baldwin County Sheriff
2. 2024.01.11 Law Enforcement Service Agreement Baldwin County Sheriff Police

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
CONTRACT FOR LAW ENFORCEMENT SERVICES
WITH BALDWIN COUNTY**

FINDINGS:

1. The City of Orange Beach desires to contract with Baldwin County for law enforcement services.
2. The Sheriff of Baldwin County and the City of Orange Beach Police Department have reached an agreement (attached Exhibit A) for the Sheriff to furnish the City of Orange Beach with law enforcement services upon request.
3. 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.
4. The term of this agreement shall be from March 1, 2024, to December 31, 2024.

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

1. That the Mayor and City Clerk are hereby authorized to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the Sheriff of Baldwin County, 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 6th DAY OF FEBRUARY, 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 February 6, 2024.

City Clerk

STATE OF ALABAMA)

COUNTY OF BALDWIN)

CONTRACT FOR LAW ENFORCEMENT SERVICES

WITNESS THIS AGREEMENT made and entered into by the City of Orange Beach, Alabama, a municipal corporation organized under the laws of the State of Alabama, hereinafter referred to as "Municipality". Huey Hoss Mack as Sheriff of Baldwin County, Alabama, solely in his official capacity as Sheriff, hereinafter referred to as "Sheriff"; and Baldwin County, Alabama, a political subdivision of the State of Alabama, hereinafter referred to as "County":

WHEREAS, Act 07-256 of the 2007 Alabama Legislature provides that Baldwin County may contract to provide law enforcement services to a municipality within its boundaries; and such Act also allows the enforcement by the Sheriff and his duly commissioned deputies of laws within the corporate limits and police jurisdiction of the municipality including, without limitation, municipal ordinances, and the arrest or citation of any offenders as if the Sheriff and his deputies were duly constituted police officers of the municipality; and

WHEREAS Municipality is a municipality within the boundaries of Baldwin County, Alabama, and wishes enhanced law enforcement services within its entire lawful jurisdiction, to include without limitation, that area of land within the municipal boundaries of Municipality in addition to an area outside of the limits of Municipality and within the municipal police jurisdiction; and

WHEREAS Municipality desires to provide an enhanced level of competent law enforcement service in conjunction and in harmony with its fiscal policies of sound, economical management; and

WHEREAS Municipality desires and has requested that the Sheriff furnish law enforcement protection to Municipality and its inhabitants and citizens and perform any and all necessary and appropriate functions, actions, and responsibilities for law enforcement within Municipality to the extent herein provided; and

WHEREAS, Act 07-256 of the 2007 Alabama Legislature provides to the Baldwin County Commission, as the governing body of Baldwin County, the authority to both agree upon the sufficiency of the sums provided by the Municipality, for the subject police services, and to consent and approve of this Agreement; and

WHEREAS, the Baldwin County Commission, as the governing body of Baldwin County, concurs with and supports the plan and program set out in this Agreement; and

WHEREAS, in seeking this support from the County, the Municipality agrees to protect the County from any liability associated with or assumed by the County as a result of the subject support and approval; and

WHEREAS the Sheriff is an independent, constitutional officer of the State of Alabama;
And

WHEREAS it is further the desire of Municipality that responsibility for law enforcement within Municipality be performed by the Sheriff under the terms of this Agreement, and to the extent such activity is consistent with law.

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the Agreement, the parties hereto do hereby covenant, contract, and agree as follows:

1. **Recitals Included:** The recitations set forth above are incorporated herein by reference in their entirety.
2. **Authority to Act:** Municipality does hereby vest in the Sheriff of Baldwin County including each sworn officer and deputy of the Sheriff, who from time to time may be assigned under this Agreement the police powers of Municipality which are necessary to implement and carry forth the services, duties, and responsibilities hereby imposed upon the Sheriff. The Sheriff and any Officers of the Sheriff are hereby vested, without limitation, with the power to enforce the ordinances of Municipality, to make arrests incident to the enforcement thereof, and to do such other things and perform such other acts as are necessary with respect thereto.
3. **Enforcement of Laws:** The Sheriff shall, to the extent allowed by law, enforce Federal, State and local laws applicable within the jurisdiction of the Municipality. The deputies provided under this Agreement by the Sheriff will have a general familiarity with the code of ordinances of Municipality, and Municipality will provide adequate copies of books of ordinances of Municipality for this purpose at no cost to the Sheriff.
4. **Purpose:** The purpose of this Agreement shall be to provide Municipality and the citizens represented by Municipality with enhanced law enforcement by and through the Baldwin County Sheriff's Office.
5. **Term:** The term of this Agreement shall be from March 1, 2024, to December 31, 2024. Any party may terminate this Agreement without cause or further liability to the other, except as to the indemnification provided herein, upon thirty (30) days written notice to the other parties to this Agreement. Notwithstanding this provision, nothing herein written shall bind the Office of Sheriff or the County beyond the current term of office of the currently elected Sheriff.

In the event that the terms herein written in any way conflict with the dates associated with the Sheriff's term of office, then this Agreement shall become void, without any liability therefore, immediately without further action by the Sheriff or the County.

6. **Notice:** Notices required to be given hereunder shall be given to the following persons:
 - a) Sheriff of Baldwin County, AL
320 N. Hoyle Ave.
Bay Minette, AL 36507;
 - b) City of Orange Beach
Mayor Tony Kennon
4099 Orange Beach Blvd
Orange Beach, AL 36561
7. **Provision of Services by the County:** The County is hereby acting in approval and agreement of the sufficiency of the funds as provided by the Municipality for the anticipated services. Notwithstanding this approval, however, the County in no way guarantees that said sum will continue to be sufficient for services rendered by the Sheriff. The Parties further agree that this Agreement in no way binds the County to provide, without limitation, any additional funds, equipment, facilities, resources, including but not limited to, patrol vehicles, insurance, benefits, necessary or unnecessary equipment for safety, investigative, management, supervisory, and dispatching needs. In the event the funds provided by the Municipality are determined by the Sheriff to no longer be sufficient to fund the service levels provided or to fulfill the expected duties described herein, the County shall in no way be bound to provide or make up any such shortfalls associated therewith.
8. **Provision of Services by the Sheriff:** The Sheriff agrees to enhance law enforcement services within the jurisdiction of the Municipality.
9. **Personnel:** Notwithstanding anything herein to the contrary, the Sheriff retains the complete and sole authority concerning, without limitation, the direction, hiring, training, assignment, discipline, and dismissal of any Deputy Sheriff, including any other officer acting on behalf of the Sheriff, in the performance of services under this Agreement. Any deputy or officer performing services under this agreement shall do so in accordance with his duties as an employee of the Baldwin County Sheriff's Office and consistent with all training and direction from the Sheriff. The Municipality does hereby reserve the right and the Sheriff does hereby acquiesce in Municipality's right to request that the Sheriff transfer such personnel who, in the determination of Municipality, fail to perform in a manner consistent with the standards contemplated herein. Such determination to transfer personnel shall, however, be made at the sole discretion of the Sheriff.
10. **Arrests, Crimes, Fines and Forfeitures:** Arrests and criminal charges for violation of municipal ordinances are to include, without limitation, uniform traffic citations and all prosecutions, therefore. Such arrests and criminal charges shall be returnable to and in the jurisdiction of the City of Orange Beach Municipal Court, if the Municipality staffs and maintains such a court system and the Municipality elects to have such actions prosecuted therein; otherwise, such charges will be returnable to and prosecuted in the District Court of Baldwin County.

All fines and forfeitures rendered in any court as a result of such charges made by the contract deputy, within the municipal limits and its police jurisdiction shall be distributed to the Municipality as provided by the laws of the State of Alabama and the rules of the District and Circuit Courts of Baldwin County.

11. **Municipal Law Enforcement Policy:** The Sheriff may confer with the Municipality regarding law enforcement problems within the Municipality and may consider general policy direction from the Municipality. Such consideration may include direction concerning how its services are delivered, and to what geographic area of the Municipality a particular type or level of service should be delivered, in order to counteract law enforcement problems within the Municipality. In the event that a concern arises over the general policy direction of the Municipality, the Sheriff may meet and confer with the Municipality on policy matters regarding the delivery of such services and attempt to resolve any dispute or misunderstanding between them. The deputy or deputies assigned under this Agreement, however, shall, at all times, remain under the singular and exclusive control of the Sheriff. They shall not be controlled by, nor shall they be under the authority of, the Municipality, and nothing in this Agreement shall be construed to give Municipality the right of control over the deputy or the deputy's time.
12. **Sheriffs Status:** Nothing in this Agreement shall be deemed to make the Sheriff or any of his deputies an agent, servant, or employee of Municipality, or to otherwise diminish the power and authority vested in the Sheriff and his sworn officers, as officials of the State of Alabama.
13. **Liability of Municipality and Sheriff:** Neither the Sheriff nor the County will defend or pay any judgment against the Municipality arising out of any act or omission or alleged act or omission of the Sheriff or any deputy, as law enforcement personnel, or any other employees of the Sheriff performing services under this Agreement. All suits and claims against deputies and the Sheriff that may be filed from time to time hereunder shall be handled by the Sheriff in accordance with normal procedures. The Sheriff may defend such lawsuits or claims against the deputies. Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County, the Municipality, and the Sheriff or in any way diminish any immunity, absolute or qualified, to which the County, the Sheriff and Municipality are otherwise entitled by law.

14. **Indemnification:** Municipality shall indemnify, defend, and hold County and its affiliates, employees, agents, and representatives (collectively "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorney fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of any acts or omissions by the Sheriff within the scope and under the terms of this agreement. This indemnification shall survive the expiration of this Agreement. Nothing in this Agreement shall be construed as waiving the limitations on municipal liability under Alabama law.
15. **Severability:** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the same shall be severed from this Agreement, and the remainder of this Agreement shall continue in full force and effect.
16. **Entire Agreement:** This Agreement reflects the full and complete understanding of the parties to it and may be modified or amended only by a document in writing executed by all the parties hereto and executed with the same formality of this Agreement.
17. **State Law Applicable:** This Contract shall be construed under and in accordance with the laws of the State of Alabama. All obligations of the parties created hereunder are performable in Baldwin County, Alabama, and venue shall exclusively lie with those courts.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives.

Attest

_____/_____
Anthony Lowery / Date
Chief Deputy, Baldwin County, AL

_____/_____
Huey Hoss Mack / Date
Sheriff of Baldwin County, AL

_____/_____
Steve Brown, Chief of Police / Date
Orange Beach Police Department, AL

_____/_____
Tony Kennon / Date
Mayor, City of Orange Beach, AL

_____/_____
Roger Rendleman / Date
County Administrator, Baldwin County
Commission

_____/_____
Billie Jo Underwood / Date
Chairman, Baldwin County Commission



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 16, 2024**

Departments: Community Development

Description of Topic: Set a public hearing date for an ordinance to amend Ordinance No. 172, the Zoning Ordinance, Case Nos. 0103-PUD-04 and 0704-PUD-04, Reversion of the Bama Bayou Planned Unit Development Master Plan. (Suggested date 2/6/2024) (KA)

Background/Description: Pursuant to Section 7.08 of the Orange Beach Zoning Ordinance, the Community Development Department requests the repeal of Case No. 0103-PUD-04 (Ordinance No. 2004-792) and Case No. 0707-PUD-04 (Ordinance No. 2004-818) to rescind the Planned Unit Development zoning for the Bama Bayou PUD and parcel PINS 228840, 300713, 69654, 234423, 285653, 232649, and 285612. The zoning will return to the original zoning classification of General Business (GB).

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 16, 2024**

Departments: Community Development

Description of Topic: Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0204-PUD-24, The Wharf Landing PUD.
(Suggested date 2/6/2024) (KA)

Background/Description: Sawgrass Consulting LLC, on behalf of The Wharf Landing LLC and Intracoastal Investments LLC, requests preliminary and final PUD approval to rezone Lots 2 and 3 (80.4 acres) of The Wharf Landing Phase 1 Subdivision from General Business (GB) to Planned Unit Development (PUD) for a mixed-use development. The property is located on the east side of the Foley Beach Express and Brown Lane along the Intracoastal Waterway.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
JANUARY 16, 2024**

Departments: Community Development

Description of Topic: Set a public hearing date for an ordinance to amend Ordinance No. 172, the Zoning Ordinance, Case No. 0103-PUDA-24, Beach Village PUD Modification - Food Trucks. (Suggested date 2/6/2024) (KA)

Background/Description: Liquid Life Vacation Rentals LLC, on behalf of Cottages at Romar LLP, requests approval of minor PUD modification to the Beach Village PUD Master Plan to amend the development plan to allow food trucks at the swimming pool during Spring Break and peak season.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None