



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Regular Council Meeting 01/16/2024
2. Committee of the Whole 01/16/2024
3. Work Session 01/30/2024

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

Resolutions

1. Resolution authorizing execution of license agreements with the Orange Beach City Board of Education for athletic facilities, parking lots, and gymnasiums. (JL)
2. Resolution authorizing use of city staff, equipment, and facilities by the Orange Beach City Board of Education for operation of the Orange Beach High School Sailing Club for the 2023-2024 school year. (JL)
3. Resolution awarding the bid for Beaver Creek Sidewalk Repairs. (TT)
4. Resolution awarding the bid for Surveying Equipment. (CP/TR)
5. Resolution awarding the bid for a Vehicle for the Community Development Department. (CP/TR)

6. Resolution awarding the bid for Four Vehicles for the Police Department. (SB/TR)
7. Resolution authorizing execution of a professional services agreement with Edward Terry Stefankiewicz for soccer coaching. (FH)
8. Resolution adopting a Title VI Civil Rights Policy in compliance with Department of Homeland Security and FEMA regulations for acceptance of grants and other funding. (JL)
9. Resolution authorizing the purchase of Lighting for Softball Fields at the Sportsplex through the Sourcewell Purchasing Cooperative from Musco Sports Lighting, LLC, in the amount of \$169,900. (SS)
10. Resolution authorizing the purchase of a Video Surveillance System for the Finance Department through State Bid from Vision Security Technologies Inc. in the amount of \$26,303.54. (FH)
11. Resolution authorizing the purchase of a Video Surveillance System for the Coastal Arts Center through State Bid from Vision Security Technologies Inc. in the amount of \$45,210.48. (FH)
12. Resolution authorizing the purchase of a Vehicle for the Police Department through Sourcewell in the amount of \$69,309. (SB)

Public Hearings

Ordinances

1. Ordinance amending Chapter 78, Article III of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Commercial Vessels." (JL)
2. Ordinance amending Chapter 50, Article III, Section 50-79 of the Code of Ordinances for the City of Orange Beach, Alabama, to modify the business license rate schedule for commercial vessels. (JL)

V. Public Comments

VI. Adjourn

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
JANUARY 16, 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** Councilmember Jeff Boyd
- 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 (Mitchell/Blalock) to approve the agenda as written. Vote unanimous in favor.
Motion passed. Motion made (Mitchell/Blalock) to move public hearings and ordinances to be held directly after the Reports of Officers/Committees. Vote unanimous in favor. **Motion passed.**

VI. CONSIDERATION OF PREVIOUS MINUTES

Regular Council Meeting 12/13/2023
Committee of the Whole 12/13/2023

The reading was waived and minutes were approved as written.

VII. REPORTS OF OFFICERS/COMMITTEES

1. City Administrator – Ford Handley No report.
2. Director, Public Works – Tim Tucker No report.
3. Director, Community Development – Kit Alexander
Ms. Alexander introduced Chris Pappas, new city engineer.
4. Chief, Police Department – Steve Brown No report.
5. Chief, Fire Department – Jeff Smith No report.
6. City Clerk – Renee Eberly No report.
7. Director, Finance – Ford Handley No report.
8. Parks & Recreation – Ford Handley No report.
9. Director, Utilities – Jeff Hartley No report.
10. Director, Coastal Resources – Phillip West No report.
11. Librarian, Public Library – Meagan Bing No report.
12. Director, Municipal Court – Pam Davis No report.
13. Director, Expect Excellence – Jonathan Langston No report.

14. Mayor/Council

Mark Tampary thanked the Mayor and Council for supporting the Merry Memories Tinsel Trail event this past Christmas. Mr. Tampary reported that approximately \$10,000 was raised for the Christian Service Center. Mayor and Council thanked Mr. Tampary and encouraged him to continue the event in future years.

Tim Harry, resident, announced upcoming training for the Children Rescue Initiative. He introduced Bruce Ladebu, founder of the organization.

Councilmember Mitchell reminded the audience that Mardi Gras will be held on February 13, 2024.

XII. NEW BUSINESS – Reordered

Public Hearings

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

Mayor Kennon gave an introduction to dispel rumors and misinformation. Jamie Logan, City Attorney, explained that the PUD must stand on its own merits, separate from the ongoing lawsuit with the developer.

Griffin Powell, Planner II, presented the case overview for the request to rezone properties along the Perdido Beach Boulevard from RS-1 to PUD to allow for new condos.

Councilmembers discussed wetlands, traffic concerns, and the proposed boat slips.

Tem Blalock, Cotton Bayou resident, spoke in opposition.

Margaret Childress Long, Cotton Bayou resident, spoke in opposition.

Tina D'Aversa, property owner of 3376 Washington Avenue, spoke in opposition.

Candace Burgin, Manager of Turquoise Place Condominium Owners Association, spoke in opposition.

Rich Nenstiel, Cotton Bayou property owner, spoke in opposition.

Pete Vallas, 26201 Perdido Beach Boulevard, spoke in opposition.

John Russell, property owner of beach house by Nautilus Condo, spoke in opposition.

Larry Wireman, developer, spoke about a possible shuttle to the beach and his contractual right to use the Turquoise name.

Karen Nenstiel, 26550 Cotton Bayou Drive, spoke in opposition.

Britten Britt, daughter of property owner east of the development, spoke in opposition.

Roger Jansen, 26436 Cotton Bayou Drive, spoke in opposition.

Myron Rogers, Adams Street resident, spoke in opposition.

Esther Jackson, Cotton Bayou resident, spoke in opposition.

Johnny Garona(?), grew up on Cotton Bayou, Burkart resident, spoke in opposition.

Karen and Rich Nenstiel spoke again.

Kit Alexander, Community Development Director, stated that the city has partnered with Auburn University to study the water quality of Cotton Bayou. She stated that a report is forthcoming, but currently, Auburn researchers have recommended the following: (1) lawn

areas be pretreated before draining to the bayou, (2) no floating docks, (3) no increase to the speed of boat traffic, (4) no fueling onsite, and (5) no pump outs by boats.

Margaret Long spoke again.

Tem Blalock spoke again.

Ty Fleming spoke in opposition.

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

Ordinances

1. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1203-PUD-23, Turquoise Place North PUD. **Motion made (Silvers/Mitchell) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).** **Motion made (Silvers/Mitchell) to adopt the ordinance with the following conditions as recommended by Auburn University: (1) lawn areas be pretreated before draining to the bayou, (2) no floating docks, (3) no increase to the speed of boat traffic, (4) no fueling onsite, and (5) no pump outs by boat.** Roll call vote revealed: Silvers, nay; Johnson, nay; Mitchell, aye; Blalock, nay; Boyd, nay; Kennon, abstain. **Motion failed. (1-4-1).**
2. First Reading – Ordinance amending Section 62-1 of the City Code to raise the gross annual income qualifying for municipal exemption from \$25,000 to \$27,500. **Motion made (Boyd/Silvers) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).** **Motion made (Silvers/Johnson) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**
3. First Reading – Ordinance amending Chapter 42, Article VI, Section 42-507 of the Code of Ordinances for the City of Orange Beach, Alabama, entitled, "Calculation and collection of impact fees; exceptions." **Motion made (Blalock/Boyd) 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 (Johnson/Boyd) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**
4. First Reading – Ordinance amending Chapter 74, Article II, Division 2, Section 74-34 of the Code of Ordinances for the City of Orange Beach, Alabama, entitled, "Certificate of accessibility to public sewer required; administration." **Motion made (Blalock/Mitchell) 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 (Blalock/Mitchell) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**

VIII. AUDITING OF ACCOUNTS

Motion made (Mitchell/Blalock) to certify that cash requirements with no related interests are within budget and appropriate for payment. Vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**

Motion made (Mitchell/Johnson) to certify that cash requirements with related interests in Swift Supply are within budget and appropriate for payment. Vote revealed: Silvers, abstain; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (5-0-1).**

IX. PRESENTATIONS

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

Resolutions

1. Resolution appropriating funds to the Orange Beach Board of Education to support city school system operations in an amount not to exceed \$3,264,594. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution authorizing the execution of a professional services agreement with Cobbs, Allen & Hall, Incorporated, for insurance and HR consulting. **Motion made (Blalock/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Boyd/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution establishing fees for the Orange Beach Golf Center. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. Resolution to reject bids for Five Vehicles for the Public Works Department. **Motion made (Boyd/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution awarding the bid for Sportsplex Turf Maintenance Services. **Motion made (Silvers/Johnson) to postpone consideration until the next council meeting on February 6th.** Vote unanimous in favor. **Motion passed.**
7. Resolution awarding the proposal for a Glamping Concessionaire. **Motion made (Johnson/Blalock) to postpone consideration until the next council meeting on February 6th.** Vote unanimous in favor. **Motion passed.**
8. Resolution authorizing the purchase of Three Vehicles for the Coastal Resources Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$161,465. **Motion made (Mitchell/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
9. Resolution authorizing the purchase of Two Ambulances for the Fire Department through the Houston-Galveston Area Council Purchasing Cooperative from Southern Emergency Consultants, LLC, in the amount of \$997,000. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
10. Resolution authorizing the purchase of a SCBA Refill System for the Fire Department through the NPPGov purchasing cooperative from Sunbelt Fire Inc. in the amount of \$89,982.80. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
11. Resolution authorizing the purchase of Radio Equipment for the Fire Department through State Bid from Motorola Solutions, Inc., in the amount of \$33,107.84. **Motion made (Johnson/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

12. Resolution authorizing the purchase of a Vehicle for the Sportsplex through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$44,905. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
13. Resolution authorizing the purchase of Two Vehicles for the Utilities Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$125,591. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
14. Resolution authorizing execution of a professional services agreement with Van Scoyoc Associates, Inc., for consulting services. **Motion made (Boyd/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
15. Resolution authorizing execution of a professional services agreement with Adams and Reese, LLP, for federal and state governmental relations and consulting services. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
16. Resolution declaring dumbbells owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to the Orange Beach Board of Education. **Motion made (Mitchell/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 7:17 P.M.

APPROVED this the 20th day of February, 2024.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
JANUARY 16, 2024 – 5:54 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the February 6, 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 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.
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.
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.
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.
5. Resolution authorizing the execution of a contract for law enforcement services with Baldwin County.
6. 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. Public hearing set for February 6, 2024.
7. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0204-PUD-24, The Wharf Landing PUD. Public hearing set for February 6, 2024.
8. 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. Public hearing set for February 6, 2024.

Public Comments:

None

There being no further business, the meeting adjourned.

Time: 7:19 P.M.

APPROVED this 20th day of February, 2024.

Renee Eberly
City Clerk

**MINUTES OF
ORANGE BEACH CITY COUNCIL
WORK SESSION
JANUARY 30, 2024 – 10:00 A.M.
COASTAL ARTS CENTER**

The Orange Beach City Council met on January 30, 2024, at 10:02 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. School update.
2. Potential property acquisition.
3. City financial review.
4. Elected official eligibility with the Alabama Employee Retirement System.
5. Glamping proposal.
6. Auburn RESTORE Act project.
7. Russian Road water and sewer line extension.
8. Beach Express restaurant proposal.
9. Bear Point stormwater drainage study.
10. Art Center concrete pad for events.
11. Garden Club Annual Game Day and Salad Luncheon.
12. Charter boat business license moratorium.
13. Orange Beach Redevelopment Authority.
14. Andy Andrews employee training.
15. Executive session to discuss pending litigation. Motion made (Blalock/Mitchell) to enter into executive session to discuss pending litigation. Vote unanimous in favor. Jamie Logan, City Attorney, advised the Council that a declaration was required by the Open Meetings Act for an Executive Session; therefore, she stated for the record that she was duly qualified and had the personal knowledge to provide the requisite declaration for the stated purposes of the Executive Session authorized by the Act. Vote unanimous in favor.

Time in: 2:21 P.M.

Time out: 3:10 P.M..

There being no further business, the meeting adjourned.

Time: 3:10 P.M.

APPROVED this 20th day of February, 2024.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 6, 2024**

Departments: City Attorney

Description of Topic: Resolution authorizing execution of license agreements with the Orange Beach City Board of Education for athletic facilities, parking lots, and gymnasiums. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 02-20-24 24-xxx Authorize License Agreements Orange Beach City Schools OBBOE Athletic Facilities Parking Lots
2. 2024.02.03 License Agreement Orange Beach City Schools OBBOE Athletic Facilities
3. 2024.02.03 License Agreement Orange Beach City Schools OBBOE Parking Lots Gymnasiums

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF
LICENSE AGREEMENTS WITH THE ORANGE BEACH CITY BOARD OF EDUCATION
FOR ATHLETIC FACILITIES, PARKING LOTS, AND GYMNASIUMS**

FINDINGS:

1. The City of Orange Beach and the Orange Beach City Board of Education desire to enter into license agreements for the cooperative sharing of City athletic facilities, School parking lots, and School gymnasiums for the mutual benefit of the parties.
2. That the Orange Beach City Schools have need to utilize the various sporting facilities owned by the City for athletic events and practices as the school does not own or have access to similar facilities.
3. That the City of Orange Beach has need from time to time to utilize overflow parking on School property and to use School gymnasiums for special events as well as recreational athletic activities.
4. After having reviewed said agreements, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute the following agreements in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the Orange Beach City Board of Education as an act for and on behalf of the City of Orange Beach, Alabama, subject to final approval by the City Attorney:
 - a. License Agreement for the School to use City athletic facilities for school activities
 - b. License Agreement for shared usage of School parking lots and gymnasiums
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 20th 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 20, 2024.

City Clerk

LICENSE AGREEMENT

(Athletic Facilities)

THIS LICENSE AGREEMENT (this “License”) is made effective as of the 20th day of February, 2024 (the “Effective Date”), by and between ORANGE BEACH CITY BOARD OF EDUCATION, a city school system established by the City of Orange Beach, Alabama, pursuant to *Code of Alabama* §16-11-1 *et seq.*, (1975), as amended (“Licensee”) and the CITY OF ORANGE BEACH, ALABAMA, an Alabama municipal corporation (“Licensor”).

WHEREAS, Licensor owns and operates the Orange Beach Sportsplex, an athletic facility located at 4389 William Silvers Parkway, Orange Beach, Alabama 36561 (the “Sportsplex”), which contains softball, baseball, and football/soccer fields, a sand volleyball area, concession stands and related amenities; and

WHEREAS, Licensor owns and operates the Wind and Water Learning Center, a marine facility located at 26233 Canal Road, Orange Beach, Alabama 36561 (“WWLC”), which serves to provide coastal access, facilities, equipment and educational opportunities related to sailing, kayaking, paddleboarding, and other marine activities to the general public; and

WHEREAS, Licensor owns and operates the Orange Beach Recreation Center, a recreation center located at 4849 Wilson Blvd, Orange Beach, Alabama 36561 (“Recreation Center”), which contains two gymnasiums, multipurpose rooms, a fitness facility and other related amenities; and

WHEREAS, Licensor owns and operates a golf course, tennis center, aquatics center, trap shooting facility and archery facility (collectively, “Extracurricular Facilities”); and

WHEREAS, the Licensee does not presently have its own facilities for sporting events, athletic practices and extracurricular activities for its students; and

WHEREAS, Licensee has requested that it be permitted to use the Sportsplex, WWLC, Recreation Center and Extracurricular Facilities (collectively, “Athletic Facilities”) for purposes of school-sponsored sporting events, athletic practices and extracurricular activities for its students (collectively, “School Activities”); and

WHEREAS, the parties desire to set forth the terms and conditions by which the Licensee shall be allowed to utilize the Athletic Facilities for School Activities.

NOW THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the parties hereto do hereby agree as follows:

1. AGREEMENT TO LICENSE. Licensor grants to Licensee the right to utilize the Athletic Facilities from time to time, on the terms and conditions contained herein. The license granted hereunder is coupled with an interest.

2. TERM. The term of this License shall commence as of the Effective Date, and shall continue until terminated by either party on ninety (90) days written notice to the other. Either party shall have the right to terminate this Agreement if the other party breaches this Agreement and fails to cure the breach within thirty (30) days after having been given written notice by the non-breaching party specifying the nature of the breach.

3. **LICENSE FEE.** There is no license fee payable under this Agreement, but the parties hereto are simultaneously entering into a similar license agreement whereby Licensee is licensing to Licensors the use of its gymnasiums and parking lots for no charge.

4. **PERIOD OF USE.** Licensee's period of use for the Athletic Facilities shall be coordinated with the Licensors' staff. When the Licensee desires to use one or more Athletic Facilities for a School Activity, the Licensee shall contact the City Administrator or such staff member as may be designated in writing by the City Administrator, to request usage of the applicable Athletic Facility. Such request shall specify the date(s) and time of requested use. So long as the requested date and time of such proposed usage would be outside of the hours that the Licensors would be utilizing such Athletic Facility or would otherwise not interfere with the Licensors' use thereof, the Licensors agree to grant the Licensee the right to use the requested Athletic Facility for such School Activity.

5. **CONDITIONS FOR LICENSEE'S USE OF ATHLETIC FACILITIES.** The Licensee's use of the Athletic Facilities shall at all times be under the direction, supervision and control of agents and employees of the Licensee. The Licensors shall not be responsible for supervision of any activities involving the Licensee's use of the Athletic Facilities. Licensee shall always ensure that a school employee is present and supervises use at all times during such times of Licensee's use hereunder.

During such time of the Licensee's use of a field or volleyball area at the Sportsplex, a court or courts at the Tennis complex or use of an area within the Recreation Center (such as a gymnasium), or use of any other area of the Athletic Facilities, the Licensee shall have exclusive possession and full operational control of such field or area, including ticketing (if applicable); however, the Licensors shall have the right to operate and control the concessions and have all right to the income from such concessions. Following any period of use by the Licensee, the Licensee shall restore the Athletic Facility (or the field or area used) to the condition that existed immediately prior to the use thereof, reasonable wear and tear excepted, and clean up any trash if requested by Licensors.

Licensee's use of the Golf course shall be on a non-exclusive basis with the general public.

Licensee shall be responsible for the cost to repair any damage or destruction caused to the Athletic Facilities by Licensee, its students or invitees.

6. **LICENSEE'S INSURANCE OBLIGATIONS.** At all times that the Licensee utilizes the Athletic Facilities, it shall maintain, at its sole cost, general liability insurance with such coverages and in such amounts as mutually agreed upon by the Licensee and the Licensors. All insurance shall be carried by insurance companies authorized to transact business in the State of Alabama, selected by the Licensee. The Licensors shall be named as an additional insured on all policies purchased in satisfaction of the requirements contained in this Section.

7. **WAIVER OF SUBROGATION.** To the extent permitted by the Licensors' insurers, the Licensors waive any and all rights to recover against the Licensee or any of its officers or employees, for any loss or damage arising from any cause covered by any insurance carried by the Licensors.

8. **LIABILITY OF LICENSOR.** Licensors shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the Athletic Facilities by Licensee, its agents, employees or invitees or caused by or arising from any act or omission of Licensee, or any of its agents, employees or invitees, unless such loss, damage or injury is a result of the gross negligence or willful misconduct of Licensors.

9. **RELEASE.** The Licensee hereby releases and saves harmless the Licensor from any loss, damage, or injury of any kind or character to any person or property arising from any use of the Athletic Facilities by the Licensee, its agents, employees or invitees or caused by or arising from any act or omission of the Licensor, or any of its agents, employees or invitees, related to such use, unless such loss, damage or injury is a result of the gross negligence or willful misconduct of the Licensor.

10. **CONSTRUCTION.** “Including” or “include” shall mean including (or include) without limitation.

12. **COUNTERPARTS.** This License may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Licenser and Licensee have caused this License Agreement to be duly executed by its duly authorized representative effective as of the Effective Date.

LICENSOR:

CITY OF ORANGE BEACH, ALABAMA

By: _____
Tony Kennon, Mayor

Attest:

City Clerk

LICENSEE:

ORANGE BEACH CITY BOARD OF EDUCATION

By: _____
Randy Wilkes, Superintendent

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Tony Kennon, whose name as Mayor of the CITY OF ORANGE BEACH, ALABAMA, an Alabama municipal corporation, is signed to the foregoing License Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said License Agreement, he, as such Mayor and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and official seal this the ____ day of February, 2024.

[SEAL]

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Randy Wilkes, whose name as Superintendent of the ORANGE BEACH CITY BOARD OF EDUCATION, a city school system established by the City of Orange Beach, Alabama, is signed to the foregoing License Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said License Agreement, he, as such Superintendent and with full authority, executed the same voluntarily for and as the act of said Board of Education.

Given under my hand and official seal this the ____ day of February, 2024.

[SEAL]

Notary Public

My Commission Expires: _____

LICENSE AGREEMENT

(Parking Lots and Gymnasiums)

THIS LICENSE AGREEMENT (this “License”) is made effective as of the 20th day of February, 2024 (the “Effective Date”), by and between ORANGE BEACH CITY BOARD OF EDUCATION, a city school system established by the City of Orange Beach, Alabama, pursuant to *Code of Alabama* §16-11-1 *et seq.*, (1975), as amended (“Licensor”) and the CITY OF ORANGE BEACH, ALABAMA, an Alabama municipal corporation (“Licensee”).

WHEREAS, Licensor owns and operates a high school and middle school (the “Middle/High School”) on the land located in the City of Orange Beach, Baldwin County, Alabama, and more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Licensor owns and operates an elementary school (the “Elementary School”, together with the Middle/High School, collectively, the “Schools”) on the land located in the City of Orange Beach, Baldwin County, Alabama, and more particularly described on Exhibit B attached hereto and made a part hereof; and

WHEREAS, the Schools have parking lots (collectively, the “Parking Lots”) and gymnasiums (collectively, the “Gymnasiums”); and

WHEREAS, Licensee has requested that it be permitted to use the Parking Lots and the Gymnasiums from time to time; and

WHEREAS, the parties desire to set forth the terms and conditions by which the Licensee shall be allowed to utilize the Parking Lots and Gymnasiums.

NOW THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the parties hereto do hereby agree as follows:

1. AGREEMENT TO LICENSE. Licensor grants to Licensee the right to utilize the Parking Lots and Gymnasiums from time to time, on the terms and conditions contained herein. The license granted hereunder is coupled with an interest.

2. TERM. The term of this License shall commence as of the Effective Date, and shall continue until terminated by either party on ninety (90) days written notice to the other. Either party shall have the right to terminate this Agreement if the other party breaches this Agreement and fails to cure the breach within thirty (30) days after having been given written notice by the non-breaching party specifying the nature of the breach.

3. LICENSE FEE. There is no license fee payable under this Agreement, but the parties hereto are simultaneously entering into a similar license agreement whereby Licensee is licensing to Licensor the use of certain of its sports facilities for no charge.

4. PERIOD OF USE. Licensee’s period of use for the Parking Lots and Gymnasiums shall be coordinated with the Licensor’s staff. When the Licensee desires to use one or more Parking Lots or Gymnasiums, the Licensee shall contact the Superintendent or such staff member as may be designated in writing by the Superintendent, to request usage of the applicable Parking Lot(s) and/or Gymnasium(s). Such request shall specify the date(s) and time of requested use. So long as the requested date and time of such proposed usage would be outside of the hours that the Licensor would be utilizing such Parking

Lot(s) or Gymnasium(s), as applicable, or would otherwise not interfere with the Licensor's use thereof, the Licensor agrees to grant the Licensee the right to use the requested Parking Lot(s) and/or Gymnasium(s), as applicable.

5. CONDITIONS FOR LICENSEE'S USE OF PARKING LOTS AND GYMNASIUMS.

The Licensee's use of the Parking Lots and Gymnasiums shall at all times be under the direction, supervision and control of agents and employees of the Licensee. The Licensor shall not be responsible for supervision of any activities involving the Licensee's use of the Parking Lots and Gymnasiums. Licensee shall always ensure that an employee of Licensee is present at all times during such times of Licensee's use of the Gymnasiums hereunder.

During such time of the Licensee's use of a Gymnasium, the Licensee shall have exclusive possession and full operational control of such Gymnasium, including ticketing (if applicable); however, the Licensor shall have the right to operate and control the concessions and have all right to the income from such concessions. Following any period of use by the Licensee, the Licensee shall restore the Gymnasium to the condition that existed immediately prior to the use thereof, reasonable wear and tear excepted, and clean up any trash if requested by Licensor.

Licensee shall be responsible for the cost to repair any damage or destruction caused to the Parking Lots or Gymnasiums by Licensee or its invitees.

During any periods of use hereunder, Licensor shall ensure that Licensee has full access (including keys, if applicable) to the Parking Lots and Gymnasiums.

6. LICENSEE'S INSURANCE OBLIGATIONS. At all times that the Licensee utilizes the Parking Lots and Gymnasiums, it shall maintain, at its sole cost, general liability insurance with such coverages and in such amounts as mutually agreed upon by the Licensee and the Licensor. All insurance shall be carried by insurance companies authorized to transact business in the State of Alabama, selected by the Licensee.

7. WAIVER OF SUBROGATION. To the extent permitted by the Licensor's insurers, the Licensor waives any and all rights to recover against the Licensee or any of its officers or employees, for any loss or damage arising from any cause covered by any insurance carried by the Licensor.

8. LIABILITY OF LICENSOR. Licensor shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the Parking Lots or Gymnasiums by Licensee, its agents, employees or invitees or caused by or arising from any act or omission of Licensee, or any of its agents, employees or invitees, unless such loss, damage or injury is a result of the gross negligence or willful misconduct of Licensor.

9. RELEASE. The Licensee hereby releases and saves harmless the Licensor from any loss, damage, or injury of any kind or character to any person or property arising from any use of the Parking Lots and Gymnasiums by the Licensee, its agents, employees or invitees or caused by or arising from any act or omission of the Licensor, or any of its agents, employees or invitees, relating to such use, unless such loss, damage or injury is a result of the gross negligence or willful misconduct of the Licensor.

10. **RECORDING.** The Licensee shall have the right to record this Agreement or a memorandum hereof (in such form as it reasonably determines) against the Schools in the real estate records of the Office of the Judge of Probate of Baldwin County, Alabama.

11. **CONSTRUCTION.** “Including” or “include” shall mean including (or include) without limitation.

12. **COUNTERPARTS.** This License may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Licensors and Licensee have caused this License Agreement to be duly executed by its duly authorized representative effective as of the Effective Date.

LICENSEE:

CITY OF ORANGE BEACH, ALABAMA

By: _____
Tony Kennon, Mayor

Attest:

City Clerk

LICENSOR:

ORANGE BEACH CITY BOARD OF EDUCATION

By: _____
Randy Wilkes, Superintendent

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Tony Kennon, whose name as Mayor of the CITY OF ORANGE BEACH, ALABAMA, an Alabama municipal corporation, is signed to the foregoing License Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said License Agreement, he, as such Mayor and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and official seal this the ____ day of February, 2024.

[SEAL]

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Randy Wilkes, whose name as Superintendent of the ORANGE BEACH CITY BOARD OF EDUCATION, a city school system established by the City of Orange Beach, Alabama, is signed to the foregoing License Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said License Agreement, he, as such Superintendent and with full authority, executed the same voluntarily for and as the act of said Board of Education.

Given under my hand and official seal this the ____ day of February, 2024.

[SEAL]

Notary Public
My Commission Expires: _____

Exhibit A

Description of the Land

High/Middle School

COMMENCING AT THE SOUTHWEST CORNER OF LOT 21, SWEETWATER BAYOU, AS RECORDED AS SLIDE 2017-A, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN S89°53'37"E, ALONG THE SOUTH LINE OF SAID SWEETWATER BAYOU, AN EXTENSION THEREOF, 698.38 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SWEETWATER DRIVE AND THE POINT OF BEGINNING. THENCE RUN N00°11'47"E, ALONG SAID EAST RIGHT-OF-WAY LINE, 1260.43 FEET TO THE POINT OF INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF ALABAMA STATE HIGHWAY NUMBER 180; THENCE RUN N89°49'32"E, LEAVING SAID EAST RIGHT-OF-WAY LINE AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, 1335.75 FEET TO A POINT; THENCE RUN S64°23'45"E, LEAVING SAID SOUTH RIGHT-OF-WAY LINE, 58.15 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF WILLIAM SILVERS PARKWAY; THENCE RUN S00°01'18"E, ALONG SAID WEST RIGHT-OF-WAY LINE, 1229.81 FEET TO A POINT; THENCE RUN S89°36'26"W, LEAVING SAID WEST RIGHT-OF-WAY LINE, 1393.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

LOT 1, CROWN COMMUNICATIONS TOWER SUBDIVISION, AS RECORDED AT SLIDE 2057-C, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA.

THE ABOVE DESCRIBED PROPERTY ALSO BEING THAT SAME PROPERTY AS DESCRIBED IN INSTRUMENT NUMBER 1764335, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA. CONTAINING 39.91 ACRES MORE OR LESS AND LYING IN SECTION 1, TOWNSHIP 9 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA.

Exhibit B

Description of the Land

Elementary School

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FOURTH STREET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1, BLOCK 9, BEAR POINT HEIGHTS, AS RECORDED IN PLAT BOOK 1, PAGE 153, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY ALABAMA; THENCE RUN S00°13'23"W, LEAVING SAID SOUTH RIGHT-OF-WAY LINE, 399.97 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THIRD STREET; THENCE RUN S89°21'30"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, 500.00 FEET TO THE POINT OF INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE AND THE EAST RIGHT-OF-WAY LINE OF AVENUE D; THENCE RUN N00°09'31"E, LEAVING SAID NORTH RIGHT-OF-WAY LINE AND ALONG SAID EAST RIGHT-OF-WAY LINE, 100.02 FEET TO A POINT; THENCE RUN S89°23'41"W, LEAVING SAID EAST RIGHT-OF-WAY LINE AND ALONG THE NORTH LINE OF LOTS 7 AND 10, BLOCK 7, SAID BEAR POINT HEIGHTS, AN EXTENSION THEREOF, 350.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF WILSON BOULEVARD; THENCE RUN N00°10'58"E, ALONG SAID EAST RIGHT-OF-WAY LINE, 726.00 FEET TO THE POINT OF INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF FIFTH STREET; THENCE RUN N89°29'40"E, LEAVING SAID EAST RIGHT-OF-WAY LINE AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, 650.00 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE AND THE WEST RIGHT-OF-WAY LINE OF AVENUE C; THENCE RUN S00°08'26"W, LEAVING SAID SOUTH RIGHT-OF-WAY LINE AND ALONG SAID WEST RIGHT-OF-WAY LINE, 425.10 FEET TO THE POINT OF INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE AND SAID SOUTH RIGHT-OF-WAY LINE OF FOURTH STREET; THENCE RUN N89°14'58"E, LEAVING SAID WEST RIGHT-OF-WAY LINE AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, 200.00 FEET TO THE POINT OF BEGINNING. CONTAINING 13.35 ACRES MORE OR LESS AND LYING IN GRANT SECTION 12, TOWNSHIP 9 SOUTH, RANGE 5 EAST, BALDWIN COUNTY, ALABAMA.



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 6, 2024**

Departments: City Attorney

Description of Topic: Resolution authorizing use of city staff, equipment, and facilities by the Orange Beach City Board of Education for operation of the Orange Beach High School Sailing Club for the 2023-2024 school year. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 02-20-24 24-xxx Authorize Use of City Facilities Equipment OBBOE High School Sailing Club

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING USE OF CITY STAFF, EQUIPMENT, AND FACILITIES
BY THE ORANGE BEACH CITY BOARD OF EDUCATION
FOR OPERATION OF THE ORANGE BEACH HIGH SCHOOL SAILING CLUB
FOR THE 2023-2024 SCHOOL YEAR**

FINDINGS:

1. There exists an Orange Beach High School Sailing Club (hereinafter “Sailing Club”) comprised of students enrolled in the Orange Beach City School System. The Sailing Club has a club sponsor employed by the School who supervises all club practices and activities.
2. The Sailing Club is in need of instruction, equipment, and a location for sailing practice and to support competition in sailing events. The School does not have an instructor, vessels, nor a location for the club to practice.
3. The City of Orange Beach, Alabama (hereinafter “City”) currently owns multiple vessels which reside at the Wind and Water Learning Center (“WWLC”) and are used by City staff members for instructional purposes. The City also employs a sailing instructor at WWLC.
4. The Sailing Club is seeking the use of City-owned vessels and the logistical support of WWLC City staff members during practices and regatta events for the 2023-2024 school year as well as the use of the WWLC.
5. The Sailing Club provides exposure for the City and provides an opportunity for the students of Orange Beach to develop skills to safely navigate the many waterways of the City while providing potential for future careers and enjoyment and appreciation of our local environment.
6. Orange Beach City Council has determined that the use of city staff, equipment, and facilities as requested serves a public purpose that is in the best interest of the City of Orange Beach, Alabama.

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

1. That the City Council hereby authorizes the use of city staff, equipment, and facilities to the Orange Beach City Board of Education for the purpose of operating the Orange Beach High School Sailing Club for the 2023-2024 school year as follows:
 - a. The use of City-owned vessels and the vehicles to transport same as required for Sailing Club practices, regattas, or other official Club events;
 - b. The logistical support of City staff members as required for vessel transport; and
 - c. Instructional support of City staff members for practices, regattas, or other official Club events.
2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 20th 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 20, 2024.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 6, 2024**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for Beaver Creek Sidewalk Repairs.
(TT)

Background/Description: Bid opening scheduled for February 15, 2024.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 6, 2024**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for Surveying Equipment. (CP/TR)

Background/Description: Bid opening scheduled for February 15, 2024.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 6, 2024**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for a Vehicle for the Community Development Department. (CP/TR)

Background/Description: Bid opening scheduled for February 15, 2024.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 6, 2024**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for Four Vehicles for the Police Department. (SB/TR)

Background/Description: Bid opening scheduled for February 15, 2024.

Action Options/Recommendation:

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

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 6, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Edward Terry Stefankiewicz for soccer coaching. (FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 02-20-24 24-xxx Authorize Professional Services Agreement Soccer Coach Edward Terry Stefankiewicz
2. 2024.01.16 Professional Services Agreement Edward Terry Stefankiewicz Soccer Coach

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
EDWARD TERRY STEFANKIEWICZ FOR SOCCER COACHING**

FINDINGS:

1. The City of Orange Beach and Edward Terry Stefankiewicz have reached an agreement (attached Exhibit A) whereby Edward Terry Stefankiewicz will provide soccer coaching services for the City of Orange Beach.
2. After having reviewed the agreement, the City Council has determined that the provisions are in the best interests of the City of Orange Beach, Alabama.
3. The term of this agreement shall be for twelve (12) months commencing January 16, 2024, and ending January 15, 2025.

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

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

ADOPTED THIS 20th 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 20, 2024.

City Clerk

PROFESSIONAL SERVICES CONTRACT

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

1. Recitals

WHEREAS, the City desires to engage Contractor to provide coaching assistance for its soccer programs;

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

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

2. Consulting Services to be Performed

- a) Contractor will provide soccer coaching services necessary to achieve the goals of the City's soccer programs.
- b) Contractor will perform such other services with regard to the City's soccer programs as mutually agreed to between the Contractor and the City.

3. Compensation

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid \$15,000.00, plus pre-approved expenses incurred as part of Contractor's performance of this contract, in accordance with City policies.
- b) Contractor agrees to abide by the City's established policies, and agrees that any travel and expenses must be approved in advance by the City.
- c) Contractor shall be paid in monthly payments of 1,250.00, upon the City's receipt of a properly documented invoice for coaching services performed.

4. Term.

The term of this Agreement is twelve (12) months commencing January 16, 2024, and ending January 15, 2025.

5. Independent Contractor.

- a) Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor.
- b) Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense as City may from time to time request to indicate that it is an independent Contractor. City does not, and will not, assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed but, on the contrary, Contractor shall be wholly responsible therefor.

6. Insurance.

- a) For the term of this Agreement, the Contractor shall acquire and maintain in full force and affect the policy of insurance evidenced by the certificate of insurance attached hereto, with the City being named as an additional insured.
- b) Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7. Assignment.

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

8. Compliance with Law.

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

9. Termination.

This Agreement may be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate. Upon termination, Contractor shall be paid *pro rata* for all services actually rendered up to the effective date of termination. This Agreement may be terminated immediately by the City upon failure of the required background check or drug testing, as set out in paragraph 15, below.

10. Final Agreement.

This Agreement is the final expression of the Agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

11. Modifications.

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

12. Severability.

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

13. Law Governing.

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

14. Permits, etc.

Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement.

15. Background Check and Drug Testing

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

16. Indemnification

Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind arising in any way out of the acts, errors or omissions of the contractor in performance of this Agreement and/or the activities of the Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising from Contractor's activities under this Agreement, Contractor agrees to indemnify and hold the City harmless from all costs, including attorneys' fees and expenses, associated with same. This indemnification extends only to third party claims and actions filed against the City as a result of any negligent actions by the Contractor under this Agreement. This duty shall survive the termination of this contract.

17. Confidentiality

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

18. Notices.

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

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

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

And to Contractor:
Edward Terry Stefankiewicz
11851 Venice Blvd.
Foley, AL 36535

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

CITY OF ORANGE BEACH

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

CONTRACTOR

Edward Terry Stefankiewicz, an Individual

STATE OF ALABAMA
COUNTY OF BALDWIN

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

Given under my hand and seal this the _____ day of _____, 2024.

(SEAL)

Notary Public
State of Alabama
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Edward Terry Stefankiewicz, an individual, whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me this day that, being informed of the contents of the above and foregoing agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2024.

(SEAL)

Notary Public
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 6, 2024**

Departments: City Attorney

Description of Topic: Resolution adopting a Title VI Civil Rights Policy in compliance with Department of Homeland Security and FEMA regulations for acceptance of grants and other funding. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 02-20-24 24-xxx Adopt Title VI Civil Rights Policy

RESOLUTION NO. 24-xxx

**A RESOLUTION ADOPTING A TITLE VI CIVIL RIGHTS POLICY
IN COMPLIANCE WITH THE DEPARTMENT OF HOMELAND SECURITY (DHS)
AND FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) REGULATIONS
FOR ACCEPTANCE OF GRANTS AND OTHER FUNDING**

FINDINGS:

1. The City of Orange Beach, Alabama receives funding for certain projects through grants, cooperative agreements, and other awards of federal financial assistance through the Department of Homeland Security (DHS) and Federal Emergency Management Agency (FEMA).
2. The DHS and FEMA are required to ensure that funding recipients are carrying out their programs and activities in a nondiscriminatory manner and in compliance with applicable authorities.
3. DHS and FEMA ensure the above by requiring funding recipients to complete the Civil Rights Evaluation Tool (CRET), a technical assistance tool to assist recipients in understanding and being able to meet their civil rights requirements. One of the requirements listed on the CRET is that all recipients must have a Title VI Civil Rights Policy detailing their commitment to a nondiscriminatory environment, how to file a complaint, how to request accommodations, and other relevant information things.
4. The Orange Beach City Council has determined that it is in the best interest of the City of Orange Beach, Alabama, to adopt a Title VI Civil Rights Policy in compliance with DHS and FEMA regulations for federal funding assistance.

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

1. That the City Council hereby adopts a Title VI Civil Rights Policy (attached Exhibit A) in compliance with DHS and FEMA regulations for federal funding assistance; and
2. 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

EXHIBIT A

City of Orange Beach, Alabama Title VI Nondiscrimination Policy Including Limited English Proficiency Plan

I. Policy Statement

The City of Orange Beach (“City”) values diversity and welcomes input from all interested parties, regardless of cultural identity, background or income level. Moreover, the City believes that the best programs and services result from careful consideration of the needs of all of its communities. Thus, the City does not tolerate discrimination in any of its programs, services or activities and henceforth implements this Title VI Nondiscrimination Policy (“Title VI Policy”) and Limited English Proficiency Plan (“LEP Plan”).

Environmental justice means:

1. To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low income populations;
2. To ensure the full and fair participation by all potentially affected communities in the decision-making process; and
3. To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations.

The responsibility for carrying out the City’s commitment to this program has been delegated to the Title VI Coordinator, as defined below, who will receive and investigate Title VI complaints. The Title VI Coordinator and/or his designee will participate in any yearly Title VI training that is made available and will disseminate pertinent Title VI information to relevant City staff.

II. Public Notice

Notices for Title VI Policy are displayed in City buildings, and information is provided on the City’s website under City Government, Departments & Divisions, Human Resources, Title VI.

The Title VI Policy statement posted in City buildings and on City website should read as follows:

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal Financial Assistance. Specifically, Title VI provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Financial Assistance” (42 U.S.C. Section 2000d). The City of Orange Beach is committed to ensuring that no person is excluded from participation in, denied the benefits of, or subjected to discrimination on the grounds of race, color, national origin, sex, age, disability, religion, income or family status. **If you feel you are being denied participation in or being denied benefits of the services provided by the City of Orange Beach, or otherwise being discriminated against because of your race, color, national origin, sex, age, disability, religion, income or family status, you may file a formal complaint with the City Clerk:**

City Clerk
Renee Eberly
4099 Orange Beach Boulevard (Mailing Address: P.O. Box 458)
Orange Beach, AL 36561
251-981-6806
reberly@orangebeachal.gov

III. Complaint Procedures

The City establishes a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been subjected to discrimination based upon race, color, national origin, sex, religion, age, disability, and family or income status may file a complaint with the City Clerk.

If possible, the complaint should be submitted in writing (see Attachment 1, Title VI complaint form) and contain the identity, address and contact information of the complainant; the basis for the allegations (i.e., race, color, national origin, sex, religion, age disability or family status); and a description of the alleged discrimination with the date of occurrence. If the complaint cannot be submitted in writing, the complainant should contact the Title VI Coordinator for assistance. All complaints shall be filed no later than sixty (60) calendar days from the date of the alleged discrimination.

The City Clerk will respond to the complaint within thirty (30) calendar days and will take reasonable steps to resolve the matter. Should the City be unable to satisfactorily resolve a complaint, the City will forward the complaint, along with a report detailing the circumstances to the appropriate.

If more information is needed to resolve the case, the City may contact the complainant using any contact information provide by complainant on the complaint form. The complainant has thirty (30) business days from the date of initial contact to send requested information to the City Clerk. If the City does not receive the requested information within the thirty (30) business days, the City can administratively close the case. A case may also be administratively closed if the complainant no longer wishes to pursue the case.

The City Clerk shall report all Title VI discrimination issues directly to the City Administrator, City Attorney, and Human Resources Director and is not required to obtain management or other approval to discuss discrimination issues with the aforementioned City staff. Upon completion of an investigation or the closing of a case, the City Clerk will supply the City Administrator, City Attorney, Human Resources Director and complainant with a final report. The final report will summarize the allegations and the information regarding the alleged incident related findings and if additional action is required. If a Title VI violation is found to exist, remedial steps as appropriate and necessary will be taken immediately.

Should the complainant be unable or unwilling to complain to the Agency, the written complaint may be submitted directly to the U.S. Department of Health and Human Services Office of Civil Rights via the methods provided below. The Office of Civil Rights will either assume jurisdiction over the complaint or forward it to the appropriate federal or state authority for continued processing.

<https://www.hhs.gov/ocr/index.html>

OCRMail@hhs.gov

1-800-368-1019

IV. ADA/504 Statement

Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA) and related federal and state laws and regulations forbid discrimination against those who have disabilities. Furthermore, these laws require federal aid recipients and other government entities to take affirmative steps to reasonably accommodate the disabled and ensure that their needs are equitably represented in City's programs, services and activities.

The City will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with disabilities. The City will make every effort to ensure that its advisory committees, public involvement activities and all other programs, services and activities include representation by the disabled community and disability service groups.

The City encourages the public to report any facility, program, service or activity that appears inaccessible to those who are disabled. Furthermore, the City will provide reasonable accommodation to

disabled individuals who wish to participate in public involvement events or who require special assistance to access facilities, programs, services or activities. Because providing reasonable accommodation may require outside assistance, organization or resources, the City asks that requests be made at least 15 calendar days prior to the need for accommodation. For accommodations at City Council meetings, individuals may call 251-981-6979 for further information. For accommodations at other board meetings, individuals may contact the staff assigned to the board. A list of boards and commissions with contact information may be found on the City's website.

Additional information is readily available online on the City's website. Questions, comments, and/or concerns should be sent to the City Clerk.

V. Limited English Proficiency Plan

Title VI of the Civil Rights Act of 1964, Executive Order 13166, and various directives from the US Department of Justice (DOJ) and US Department of Transportation (DOT) require federal aid recipients to take reasonable steps to ensure meaningful access to programs, services and activities by those who do not speak English proficiently. To determine the extent to which Limited English Proficiency (LEP) services are required and in which languages, the law requires the analysis of four factors:

1. *The number or proportion of LEP persons eligible to be served or likely to be encountered by the City's programs, services or activities.*

According to the 2022 American Community Survey 5-year estimates, the City of Orange Beach's LEP population that speaks English less than very well represents approximately 0.3% of the community. The Agency realizes that such statistical data can become outdated or inaccurate. Therefore, the Agency contacted Baldwin County and available data indicated that the most prevalent LEP language group, Spanish, represented less than 4.2% of the total population in Baldwin County. Given this information the City has concluded that a relatively small percentage of LEP persons are likely to encounter the City's programs, services or activities.

2. *The frequency with which LEP individuals come in contact with these programs, services or activities.*

The City has not received any requests for translation or interpretation of its programs, services or activities into Spanish or any other language.

3. *The nature and importance of the program, service, or activity to people's lives.*

All of the City's programs are important; however, those related to safety and transportation are of critical importance to its public, as access to health care, emergency services, employment, and other essentials would be difficult or impossible without reliable transportation systems. In that spirit, the City must ensure that all segments of the population, including LEP persons, have been involved or have had the opportunity to be involved in the planning processes to be consistent with its nondiscrimination goals.

4. *The resources available to the City and the likely costs of the LEP services.*

While certain factors suggest that extensive LEP services are not required at this time, the City believes that occasional Spanish language assistance may be necessary for meaningful access by members of the public. The City also understands that its community profile can change causing a need for re-analysis of necessary LEP services. As such, the City will periodically examine its LEP Plan to ensure that it remains reflective of the community's needs. Persons requiring special language services should contact the City Clerk.

VI. Public Involvement

In order to plan for efficient, effective, safe, equitable and reliable transportation systems, the City must have the input of its public. The City spends extensive staff and financial resources in furtherance of this

goal and strongly encourages the participation of the entire community. The City hosts an informative website that advises the public how it can access information and provide input. The City also holds public meetings, workshops and other events designed to gather public input on program/project planning and construction. Further, the City attends and participates in other community events to promote its services to the public and strives to continually measure the effectiveness of its public involvement.

Persons wishing to request special presentations by the City, volunteer in any of its activities, offer suggestions for improvement, or simply learn more about City programs and services should contact the Public Information Officer:

Public Information Officer

Marc Anderson

4099 Orange Beach Boulevard (Mailing Address: P.O. Box 458)

Orange Beach, AL 36561

manderson@orangebeachal.gov

VII. Data Collection

Federal Highway Administration (FHA) regulations require federal-aid recipients to collect racial, ethnic and other similar demographic data on beneficiaries of or those affected by transportation programs, services and activities. The City accomplishes this through the use of census data, American Community Survey reports and other resources. The City may find it necessary to request voluntary identification of certain racial, ethnic or other data from those who participate in its public involvement events. This information assists the City with improving its targeted outreach and measures of effectiveness. Self-identification of personal data to the City will always be voluntary and anonymous. Moreover, the City will not release or otherwise use this data in any manner inconsistent with the federal regulations.

VIII. Assurances

Every four years, or commensurate with a change in City executive leadership, the City must certify that its programs, services and activities are being conducted in a nondiscriminatory manner. These certifications are termed “assurances” and serve two important purposes. First, they document the City’s commitment to nondiscrimination and equitable service to its community. Second, they serve as a legally enforceable agreement by which the City may be held liable for breach. The public may view the assurance on the City’s website or by contacting the City Clerk.

City of Orange Beach Title VI Program**Complaint of Discrimination Form**

Complainant(s) Name:		Complainant(s) Address:
Complainant(s) Phone Number:		
Complainant(s) Email:		
Complainant's Representative's Name, Address, Phone Number and Relationship (e.g. friend, attorney, parent, etc):		
Name and Address of Agency, Institution, or Department Whom You Allege Discriminated Against You:		
Names of the Individual(s) Whom You Allege Discriminated Against You (If Known):		
Discrimination Because Of:	☐ Race ☐ Color ☐ National Origin ☐ Sex ☐ Age ☐ Income ☐ Family Status ☐ Religion ☐ Disability	Date of Alleged Discrimination:
Please list the name(s) and phone number(s) of any person, if known, that the City of Orange Beach could contact for additional information to support or clarify your allegation(s).		
Please explain as clearly as possible how, why, when and where you believe you were discriminated against. Include as much background information as possible about the alleged acts of discrimination. Additional pages may be attached if needed.		
Complainant(s) or Complainant(s) Representatives Signature:		Date of Signature:
Send completed form to: Renee Eberly, City Clerk P.O. Box 458 Orange Beach, AL 36561 Phone: 251-981-6806 Email: reberly@orangebeachal.gov		



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 6, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of Lighting for Softball Fields at the Sportsplex through the Sourcewell Purchasing Cooperative from Musco Sports Lighting, LLC, in the amount of \$169,900. (SS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 02-20-24 24-xxx Authorize Purchase Musco Sports Lighting Sportsplex Sourcewell
2. 2024.01.30 Quote - Sportsplex - Musco Sports Lighting Softball Fields

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
LIGHTING FOR SOFTBALL FIELDS AT THE SPORTSPLEX
THROUGH THE SOURCEWELL PURCHASING COOPERATIVE
FROM MUSCO SPORTS LIGHTING, LLC, IN THE AMOUNT OF \$169,900**

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 Lighting for Softball Fields 4 and 5 at the Sportsplex through the Sourcewell purchasing cooperative, approved by the State of Alabama and the Public Examiners Office, in the amount of \$169,900.00;
2. That the Mayor is hereby authorized to approve payment to Musco Sports Lighting, LLC, in the amount of \$169,900.00 for Lighting for Softball Fields 4 and 5 at the Sportsplex, per the quote dated January 30, 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 20th 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 20, 2024.

City Clerk

Orange Beach Softball Fields 4 & 5
Orange Beach, AL
January 30, 2024

Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027

Category: Sports lighting with related supplies and services

All purchase orders should note the following: **SOURCEWELL PURCHASE – CONTRACT NUMBER: 041123-MSL**

Quotation Price – Materials Only Delivered to Job Site

(2) 200'R Softball Fields – 50fc/30fc\$169,900.00

*Sales tax, bonding, labor, installation, and unloading of the equipment are not included.
Prices are subject to change if the order is not released within 60 days from the date of the purchase.*

SportsCluster® system with Total Light Control – TLC for LED™ technology

System Description

- Factory aimed and assembled luminaires, including BallTracker® luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed assemblies
- Enhanced corrosion protection
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Jimmy Jumper
Email: jimmy.jumper@musco.com

All Purchase orders should note the following: **SOURCEWELL PURCHASE – CONTRACT NUMBER: 041123-MSL**

Delivery Timing

10 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- 208 Volt, 1 phase electrical system requirement.
- Structural code and wind speed = 2021 IBC, 160mph, Exposure C, Importance Factor 1.0.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Jimmy Jumper
Musco Sports Lighting, LLC
Phone: 256-483-5433
E-mail: jimmy.jumper@musco.com





**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 6, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Video Surveillance System for the Finance Department through State Bid from Vision Security Technologies Inc. in the amount of \$26,303.54. (FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 02-20-24 24-xxx Authorize Purchase Video Surveillance System Finance State Bid
2. 2024.01.18 Quote - Finance - Vision Security Technologies

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
VIDEO SURVEILLANCE SYSTEM FOR THE FINANCE DEPARTMENT
THROUGH STATE BID FROM VISION SECURITY TECHNOLOGIES INC.
IN THE AMOUNT OF \$26,303.54**

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 for the Finance Department from Vision Security Technologies Inc. through Alabama State Bid in an amount not to exceed \$26,303.54;
2. That the Mayor is hereby authorized to approve payment to Vision Security Technologies Inc. in the amount of \$26,303.54 for a Video Surveillance System, per Proposal No. 14028-1-0 dated January 18, 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 20th 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 20, 2024.

City Clerk



VISION

SECURITY TECHNOLOGIES

Video and Access

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

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

Proposal Issued:
1/18/2024

Proposal Valid To:
2/17/2024



Proposal Number: 14028-1-0
City of Orange Beach
Date: January 18, 2024

PROJECT DESCRIPTION

Name: City of Orange Beach

Site: Finance Department

4099 Orange Beach Blvd.
Orange Beach, AL 36561

Billing: City of Orange Beach

PO Box 458
Orange Beach, AL 36561

Contact

Cynthia Stacy, Accounts Payable
Clerk

P: (251) 981-6818

C:

E: cstacy@orangebeachal.gov

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

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

Video Surveillance

Camera locations are depicted on customer provided drawings.

VST to provide and install one (1) 4mp bullet camera to be located on the outside on the south east side of the building facing the drive up lane.

VST to provide and install one (1) 6mp dome camera to be located to the left of the front entrance on the exterior of the building.

VST to provide and install one (1) 2mp dome camera in the ceiling of the lobby area.

VST to provide and install one (1) 2mp dome camera in the ceiling of the teller area.

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

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

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Proposal Number: 14028-1-0
City of Orange Beach
Date: January 18, 2024

VST to provide and install one (1) 24 port POE switch.

VST to program and configure cameras.

Access Control.

VST to provide and install two (2) readers on the entrance in the main lobby and the employee entrance to the city hall.

VST to provide twenty-five (25) access credential cards.

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

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

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

VST to test system with customer upon completion of installation.

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

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

Electrified door hardware to be provided by others.

Other

VST to provide two hours of training.

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

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

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.

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Proposal Number: 14028-1-0
City of Orange Beach
Date: January 18, 2024

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: 14028-1-0
City of Orange Beach
Date: January 18, 2024

BILL OF MATERIALS

Name: City of Orange Beach

Site: Finance Department

4099 Orange Beach Blvd.

Orange Beach, AL 36561

Billing: City of Orange Beach

PO Box 458

Orange Beach, AL 36561

Contact

Cynthia Stacy, Accounts Payable Clerk

P: (251) 981-6818

C:

E: cstacy@orangebeachal.gov

Access \$12,053.49

QTY	Description	Unit Price	Ext.Price
1	Intelligent Controller, Linux Based with 2 doors	\$1,396.25	\$1,396.25
1	Eight Door Mercury Dual Voltage Integrated Power S	\$853.82	\$853.82
2	Signo 40 Wall Mount Reader	\$256.62	\$513.24
25	COMPOSITE ICLASS SEOS CONTACTLESS SMART	\$4.58	\$114.50
1	use IM1272-f1 12V Lead Dura 12-7F	\$37.22	\$37.22
750	Shielded, Plenum, 18AWG/6 Yellow 002351-30	\$0.67	\$502.50
50	Telephone D Rings 5"	\$2.48	\$124.00
1	Type G Slot Duct	\$12.04	\$12.04
1	1.5" Black Cover	\$2.19	\$2.19
25	1-YEAR USER LICENSE, HID ORIGO MOBILE IDENTITIES-Minimum Order of 20	\$4.97	\$124.25

Supplies & Materials:

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

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

www.visionsecuritytechnologies.com

License #591





Proposal Number: 14028-1-0
City of Orange Beach
Date: January 18, 2024

Video \$14,250.05

QTY	Description	Unit Price	Ext.Price
4	ACC 7 Enterprise camera channel	\$284.85	\$1,139.40
1000	CAT 6 Shielded Non-Plenum, Yellow	\$0.62	\$620.00
1	Rack Mount Network Surge Protector 12 ports	\$589.59	\$589.59
4	VS 3FT YLW SNAGLESS C6 CM Booted	\$2.95	\$11.80
1	BE650G1	\$179.97	\$179.97
1	Cisco Business 350 Series 24 Port Managed Switch	\$1,036.96	\$1,036.96
1	NP2 - Neat Patch	\$96.01	\$96.01
2	2MP Indoor Recessed DN dome	\$901.68	\$1,803.36
1	4MP H6A Bullet IR Camera with 4.4-9.3mm Lens	\$1,399.91	\$1,399.91
2	2MP H6A Indoor IR Dome Camera with 2.8-12mm Lens	\$902.37	\$1,804.74
2	Ceiling adapter	\$76.49	\$152.98
1	6.0 MP WDR, LightCatcher, Day/Night, Outdoor Dome,	\$1,364.89	\$1,364.89

Supplies & Materials:

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

Total Equipment	\$13,879.62
Total Labor	\$11,590.00
Total Supplies & Materials	\$833.92
Total Purchase Price	\$26,303.54

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Proposal Number: 14028-1-0
City of Orange Beach
Date: January 18, 2024

Vision Security Technologies

Name: _____
Title: _____
Date: _____

City of Orange Beach

Name: _____
Title: _____
Date: _____

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Proposal Number: 14028-1-0
City of Orange Beach
Date: January 18, 2024

TERMS & CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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Proposal Number: 14028-1-0
City of Orange Beach
Date: January 18, 2024

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: 14028-1-0
City of Orange Beach
Date: January 18, 2024

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

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

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

Initials: _____

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**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 6, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Video Surveillance System for the Coastal Arts Center through State Bid from Vision Security Technologies Inc. in the amount of \$45,210.48. (FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 02-20-24 24-xxx Authorize Purchase Video Surveillance System Art Center State Bid
2. 2024.01.18 Quote - Art Center - Vision Security Technologies

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
VIDEO SURVEILLANCE SYSTEM FOR THE COASTAL ARTS CENTER
THROUGH STATE BID FROM VISION SECURITY TECHNOLOGIES INC.
IN THE AMOUNT OF \$45,210.48**

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 Coastal Arts Center from Vision Security Technologies Inc. through Alabama State Bid in an amount not to exceed \$45,210.48;
2. That the Mayor is hereby authorized to approve payment to Vision Security Technologies Inc. in the amount of \$45,210.48 for a Video Surveillance System, per Proposal No. 13722-1-0 dated January 18, 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 20th 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 20, 2024.

City Clerk



VISION

SECURITY TECHNOLOGIES

Coastal Arts Center

Prepared for:
City of Orange Beach
26389 Canal Road
Orange Beach , AL 36561

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

Proposal Issued:
1/18/2024

Proposal Valid To:
2/17/2024



Proposal Number: 13722-1-0
City of Orange Beach
Date: January 18, 2024

PROJECT DESCRIPTION

Name: City of Orange Beach

Site: Coastal Arts Center

26389 Canal Road
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 City of Orange Beach Coastal Arts Center located in Orange Beach, Alabama to consist of the following:

Camera locations and coverage areas are depicted on the attached drawings.

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

VST to provide and install one (1) 20mp multi-sensor to be located on the south side of the park.

VST to provide and install two (2) 10mp dual-head cameras. One on the northwest side of the main building and one on the north bathroom facility located by the water front.

VST to provide and install two (2) 6mp bullet cameras. One on the northwest side of the art building and one on the southwest side of the art building.

VST to provide and install thirty-five (35) Avigilon Enterprise class camera licenses.

VST to provide and install six (6) wireless access points.

VST to program cameras.

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Proposal Number: 13722-1-0
City of Orange Beach
Date: January 18, 2024

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

VST to use existing POE switches and to assume they are in good working condition.

VST to provide two (2) hours of training.

Customer to provide 120V to three enclosures.

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: 13722-1-0
City of Orange Beach
Date: January 18, 2024

BILL OF MATERIALS

Name: City of Orange Beach

Site: Coastal Arts Center

26389 Canal Road
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			\$45,210.48
QTY	Description	Unit Price	Ext.Price
1	AI NVR Value; 12TB; NA	\$6,767.20	\$6,767.20
2	6MP H6A Bullet IR Camera with 4.4-9.3mm Lens	\$1,554.27	\$3,108.54
2	2x 5MP H5A Dual Head Outdoor Camera	\$1,624.03	\$3,248.06
1	H5A Multisensor 20MP Camera Module 3.3-5.7mm	\$2,498.53	\$2,498.53
2	Pendant wall arm for H4 Fisheye (needs H4F-MTNPTA1	\$76.26	\$152.52
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
2	Pedant adapter for H5A dual head camera	\$65.35	\$130.70
1	Pole Mount for large pendant wall mount WLMT-1001	\$101.71	\$101.71
1	Wall Mount for large pendant camera	\$111.98	\$111.98
2	32GB-SD-MEM	\$97.43	\$194.86
3	Outdoor Enclosure 18x16x10	\$752.31	\$2,256.93
3	Back Plane	\$220.00	\$660.00
3	Enclosure Pole Mount Kit	\$172.31	\$516.93
3	3 Conductor Line Cord	\$8.38	\$25.14
1	7 Ports Industrial 4 10/100/1000 POE, 2 GBIC	\$652.31	\$652.31
2	5 Port Industrial Gigabit POE+ High Temp	\$580.00	\$1,160.00
4	Industrial Single Output DIN Rail Power Supply	\$101.54	\$406.16
3	Din Rail 10 inches	\$7.69	\$23.07
3	APC BACK-UPS 650 8 OUTLET	\$164.60	\$493.80
6	airMAX AC 60 GHz/5 GHz Radio w/ 1+ Gbps	\$210.52	\$1,263.12
6	Ubiquiti -UM Light Duty 16' J Pipe Mount for Roof	\$8.35	\$50.10
6	DTK-MRJPOE With Shielded RJ45 Connections	\$75.37	\$452.22
12	VS 3FT YLW SNAGLESS C6 CM Booted	\$2.92	\$35.04
35	ACC 7 Enterprise Edition camera license	\$284.84	\$9,969.40
200	CAT 6 OAS SOL CMP BLK JACKET	\$0.88	\$176.00

Supplies & Materials:

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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: 13722-1-0
City of Orange Beach
Date: January 18, 2024

QTY	Description	Ext.Price
1	Conduit and Connectors	\$431.03
1	Equipment Rental	\$527.78

Total Equipment	\$35,181.67
Total Labor	\$9,070.00
Total Supplies & Materials	\$958.81
Total Purchase Price	\$45,210.48

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Proposal Number: 13722-1-0
City of Orange Beach
Date: January 18, 2024

Vision Security Technologies

Name: _____
Title: _____
Date: _____

City of Orange Beach

Name: _____
Title: _____
Date: _____

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Proposal Number: 13722-1-0
City of Orange Beach
Date: January 18, 2024

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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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.

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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: 13722-1-0
City of Orange Beach
Date: January 18, 2024

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: 13722-1-0
City of Orange Beach
Date: January 18, 2024

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
FEBRUARY 6, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Vehicle for the Police Department through Sourcewell in the amount of \$69,309. (SB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 02-20-24 24-xxx Authorize Purchase Vehicle Police Sourcewell
2. 2024.02.06 Quote - Police - National Auto Fleet Group Vehicle

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
VEHICLE FOR THE POLICE DEPARTMENT
THROUGH SOURCEWELL IN THE AMOUNT OF \$69,309**

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 Vehicle for the Police Department through Sourcewell, approved by the State of Alabama and the Public Examiners Office, in the amount of \$69,309.00;
2. That the Mayor is hereby authorized to approve payment to the National Auto Fleet Group in the amount of \$69,309.00 for One (1) New 2024 Ford Super Duty F-350 XL 4WD Crew Cab Pickup Truck;
3. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 20nd 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 20, 2024.

City Clerk



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

1/26/2024

1/29/2024 Re-Configured

Quote ID: **27459 R1**

Order Cut Off Date: **TBA**

Mr Lt. Aaron Wyatt
City of Orange Beach

4849 Wilson Blvd.

Orange Beach, Alabama, 36561

Dear Lt. Aaron Wyatt,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2024 Ford Super Duty F-350 SRW (W3B) XL 4WD Crew Cab 6.75' Box 160" WB,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$72,205.00	\$69,009.00	4.426 %	\$3,196.00
1 Additional Key(s)		\$300.00		
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$69,309.00		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 091521-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
99M	Engine: 6.7L Power Stroke V8 Turbo Diesel B20, -inc: High output, manual push-button engine-exhaust braking, Operator Commanded Regeneration (OCR) and intelligent oil-life monitor, 190 Amp Alternator (Diesel), 34 Gallon Fuel Tank, GVWR: 11,200 lb Payload Package, 3.31 Axle Ratio, Dual 68 AH/65 AGM Batteries
TRANSMISSION	
Code	Description
44G	Transmission: TorqShift 10-Speed Automatic, -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road
WHEELS	
Code	Description
64A	Wheels: 17" Argent Painted Steel, (STD)
TIRES	
Code	Description
TD8	Tires: LT245/75Rx17E BSW A/S (4), (STD)
PRIMARY PAINT	
Code	Description
Z1	Oxford White
SEAT TYPE	
Code	Description
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage and driver's side manual lumbar
AXLE RATIO	
Code	Description
X3J	Electronic-Locking w/3.55 Axle Ratio
ADDITIONAL EQUIPMENT	
Code	Description
96D	XL Driver Assist Package
874	360-Degree Camera Package, -inc: wired auxiliary trailer camera compatibility, Rear Parking Sensors, reverse sensing system w/reverse brake assist, LED Center High-Mounted Stop Lamp (CHMSL) Camera, LED center high-mounted stop lamp (CHMSL),

	360-Degree Camera System, picture in picture capability, BLIS w/Cross-Traffic Alert, trailer coverage
86M	Dual 68 AH/65 AGM Batteries
67B	410 Amp Dual Alternators, -inc: 250 Amp + 160 Amp
53W	5th Wheel/Gooseneck Hitch Prep Package, When selecting a trailer and tow vehicle, it's critical that this combination provide clearance between the cab and tow vehicle for turns up to and including 90 degrees, Failure to follow this recommendation could result in the trailer contacting the cab of the tow vehicle during tight turns, Gooseneck hitch compatibility: the 5th Wheel/Gooseneck Prep Package (53W) is compatible only w/the factory orderable Gooseneck Hitch Kit (15J) or dealer-installed Ford customer accessories Gooseneck Hitch by Reese - part #BC3Z-19F503-A (8ft box and 6.75 ft box)
15J	Gooseneck Hitch Kit (Pre-Installed)
---	GVWR: 11,200 lb Payload Package
18B	Platform Running Boards
61L	Front Wheel Well Liners (Pre-Installed)
85S	Tough Bed Spray-In Bedliner, -inc: tailgate-guard, black box bed tie-down hooks and black bed attachment bolts
91D	Onboard Scales & Smart Hitch
OPTION PACKAGE	
Code	Description
610A	Order Code 610A

2024 Fleet/Non-Retail Ford Super Duty F-350 SRW XL 4WD Crew Cab 6.75' Box 160" WB

WINDOW STICKER

2024 Ford Super Duty F-350 SRW XL 4WD Crew Cab 6.75' Box 160" WB

CODE	MODEL	MSRP
W3B	2024 Ford Super Duty F-350 SRW XL 4WD Crew Cab 6.75' Box 160" WB	\$52,620.00
OPTIONS		
99M	Engine: 6.7L Power Stroke V8 Turbo Diesel B20, -inc: High output, manual push-button engine-exhaust braking, Operator Commanded Regeneration (OCR) and intelligent oil-life monitor, 190 Amp Alternator (Diesel), 34 Gallon Fuel Tank, GVWR: 11,200 lb Payload Package, 3.31 Axle Ratio, Dual 68 AH/65 AGM Batteries	\$12,495.00
44G	Transmission: TorqShift 10-Speed Automatic, -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road	\$0.00
64A	Wheels: 17" Argent Painted Steel, (STD)	\$0.00
TD8	Tires: LT245/75Rx17E BSW A/S (4), (STD)	\$0.00
Z1	Oxford White	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$0.00
X3J	Electronic-Locking w/3.55 Axle Ratio	\$430.00
96D	XL Driver Assist Package	\$730.00
874	360-Degree Camera Package, -inc: wired auxiliary trailer camera compatibility, Rear Parking Sensors, reverse sensing system w/reverse brake assist, LED Center High-Mounted Stop Lamp (CHMSL) Camera, LED center high-mounted stop lamp (CHMSL), 360-Degree Camera System, picture in picture capability, BLIS w/Cross-Traffic Alert, trailer coverage	\$1,150.00
86M	Dual 68 AH/65 AGM Batteries	INC
67B	410 Amp Dual Alternators, -inc: 250 Amp + 160 Amp	\$115.00
53W	5th Wheel/Gooseneck Hitch Prep Package, When selecting a trailer and tow vehicle, it's critical that this combination provide clearance between the cab and tow vehicle for turns up to and including 90 degrees, Failure to follow this recommendation could result in the trailer contacting the cab of the tow vehicle during tight turns, Gooseneck hitch compatibility: the 5th Wheel/Gooseneck Prep Package (53W) is compatible only w/the factory orderable Gooseneck Hitch Kit (15J) or dealer-installed Ford customer accessories Gooseneck Hitch by Reese - part #BC3Z-19F503-A (8ft box and 6.75 ft box)	\$550.00
15J	Gooseneck Hitch Kit (Pre-Installed)	\$250.00
—	GVWR: 11,200 lb Payload Package	INC
18B	Platform Running Boards	\$445.00
61L	Front Wheel Well Liners (Pre-Installed)	\$180.00
85S	Tough Bed Spray-In Bedliner, -inc: tailgate-guard, black box bed tie-down hooks and black bed attachment bolts	\$595.00
91D	Onboard Scales & Smart Hitch	\$650.00
610A	Order Code 610A	\$0.00

Please note selected options override standard equipment	
SUBTOTAL	\$70,210.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,995.00
TOTAL PRICE	\$72,205.00
Est City: N/A MPG Est Highway: N/A MPG Est Highway Cruising Range: N/A mi	

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 6.8L 2V DEVCT NA PFI V8 Gas -inc: Flex fuel (STD)
Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)
3.73 Axle Ratio (STD)

EXTERIOR

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)
Tires: LT245/75Rx17E BSW A/S (4) -inc: Spare may not be the same as road tire (STD)

ADDITIONAL EQUIPMENT

50-State Emissions System
Transmission w/Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
160 Amp Alternator
Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control
Trailer Wiring Harness
3893# Maximum Payload
GVWR: 10,600 lb Payload Package
HD Shock Absorbers
Front Anti-Roll Bar
Firm Suspension
Hydraulic Power-Assist Steering
34 Gal. Fuel Tank
Single Stainless Steel Exhaust
Auto Locking Hubs
Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

Black Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Boxside Steps
Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Perimeter/Approach Lights
Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Fixed Antenna
SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual
2 LCD Monitors In The Front
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Power Rear Windows
FordPass Connect 5G Mobile Hotspot Internet Access
Rear Cupholder
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material

HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Fade-To-Off Interior Lighting
Front And Rear Map Lights
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Smart Device Remote Engine Start
Instrument Panel Covered Bin and Dashboard Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters
Dual Stage Driver And Passenger Front Airbags
Rear Child Safety Locks
Back-Up Camera



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 6, 2024**

Departments: City Clerk

Description of Topic: Ordinance amending Chapter 78, Article III of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Commercial Vessels." (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2024-xxxx Amd Ch 78 Art III Commercial Vessels DRAFT

ARTICLE III. COMMERCIAL VESSELS

DIVISION 1. GENERALLY

Sec. 78-91. Findings.

- (a) The City of Orange Beach is a resort island community. Safe and responsible use of the waterways, beaches and park areas of the city promote tourism and enhance the quality of life for visitors and residents of the city. Reasonable regulation of activities in and on the waterways, beaches and park areas is necessary to protect the safety, health and welfare of the residents and visitors of the City of Orange Beach.
- (b) The purpose of this article is to ensure the health, safety and welfare of the public by regulating the operation of commercial vessels within the city and its police jurisdiction.

(Ord. No. 2012-1140, 3-6-2012)

Sec. 78-92. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Approved water taxi stop means a commercial marina or docking and mooring location licensed to allow ~~where water taxis~~ may board and discharge passengers.

Charter vessel means a vessel chartered for hire for the purpose of recreational fishing, boating or other activity within the city and its police jurisdiction. Per U.S. Coast Guard regulations, Charter vessels must be captained by the boat vessel owner or his designated agent, and either of which must meet all Captain requirements of US Coast Guard.

Commercial marina means a place for docking boats which also offers at least one of the following: and for
a. servicing marina-related needs including ~~ing~~ but not limited to: boat repairs, boat storage, boat servicing, boat rentals, fuel sales, loading areas for engines, tanks and other equipment;
b. providing marine-related retail included but not limited to: bait and tackle stores, boat sales, and marina supplies; ~~and~~
c. providing accessory commercial uses included but not limited to: retail stores, restaurants and entertainment venues.

A commercial marina is ~~an~~ considered an approved ~~location water taxi stop so long as it has with~~ at least one designated spot where water taxis may board and discharge passengers.

Commercial vessel as used in this section means any vessel used for any commercial purpose, including but not limited to, charter fishing, charter boating, sightseeing, parasailing, jet ski, kayak, paddleboard, dolphin or other cruises, water taxi, or other commercial activity on the waters within the city and its police jurisdiction. This includes any vessel rented for recreational or commercial purposes.

Docking and mooring location means a place for docking boats that does not provide full services such as boat repairs, boat servicing, fuel sales, and unloading areas for engines, tanks and other equipment, but may provide food, beverages, entertainment, bait and tackle, and marina supplies. A docking and mooring location may

~~only operate as an approved water taxi stop if licensed as such by the City, inspected and approved as a location where water taxis may board and discharge passengers.~~

Operator means any person who owns, controls, navigates, directs or supervises a commercial vessel within the city and its police jurisdiction.

Rental Vessel means any vessel rented ~~from the owner by a third party with no captain provided by the owner/lessor~~ including but not limited to pontoons, tiki boats, jet skis, kayaks & paddleboards.

Sightseeing vessel means a vessel for hire captained by the owner or his/her agent that is designated to leave one dock or mooring location, transporting passengers to tour the waterways and returning to the ~~same~~ dock or mooring location ~~it of departureed from with its same passengers it departed with~~ within the city limits and its police jurisdiction. Charter fishing vessels are not classified as Sightseeing vessels.

Vessel means any watercraft, boat or other nautical craft designed to navigate on water and/or any conveyance for hire, designed to be used or which is actually used to transport persons or cargo upon the water within the city and its police jurisdiction.

Water taxi means any vessel for hire that is used to pick up passengers from one location and drop off passengers at a different location, at approved water taxi stops. Such term does not include charter vessels or sightseeing vessels.

(Ord. No. 2012-1140, 3-6-2012; Ord. No. 2012-1149, § 1, 6-28-2012)

Sec. 78-93. Business license required.

- (a) No commercial vessel shall land or pick up or discharge passengers or cargo within the city or its police jurisdiction without first having obtained a business license for such operation from the city. ~~All commercial vessel businesses licensed after December 31, 2023 must operate from a commercial marina. No commercial vessels shall be stored or maintained within Residential zoned areas in the City of Orange Beach.~~
- (b) Effective January 1, 2025, ~~Each~~ business license issued will allow for the operation of up to six (6) one motorized commercial vessels or up to 6 non motorized commercial vessels. Each commercial vessel shall have a designated vessel number and license decal issued by the City visibly adhered to the exterior of the vessel at all times. Every commercial vessel shall have visibly affixed, a State livery sticker (ALEA number) as prescribed by State law.
- (c) Business licenses must be obtained under the proper use category: Charter, Sightseeing, or Rental. If a commercial vessels ~~is are~~ used for multiple purposes, a business license must be obtained for each category of use.
- (d) No licenses for operation of commercial vessels shall issue to operate from a residential zoned property or a residence. No commercial operations shall occur within a residential zone or a residence.
- (e) No more than 50 (fifty) licenses shall be issued to operate from the Launch at ICW (ICW).
- ~~When a commercial vessel or business is sold to a new owner, any license which is directly correlated with said vessel or business may transfer to the new owner, provided they carry the correct certificates, insurances, etc. as required by Federal and State law and City Ordinances. Any transfer of licenses must be communicated with the City's Finance Department and all other State and Federal entities with whom the operation of the business is dependent upon.~~
- (f) Non-confirming uses ~~previously~~ granted to a business owner will not transfer with the license to a new owner if the business or vessel is sold. All valid licenses held on June 20, 2023 shall be considered

“grandfathered” and shall be reissued so long as the business continues under the same ownership at the same location as shown on the license in effect on June 20, 2023.

(Ord. No. 2012-1140, 3-6-2012)

Sec. 78-94. Inspection of commercial vessels.

Each commercial vessel operating within the city and the waters adjacent thereto shall be inspected according to the rules of the United States Coast Guard and shall have in effect at all times such license or licenses as the Ceoast Guard may require and shall also meet all other requirements of the State of Alabama, and any other requirements of law.

(Ord. No. 2012-1140, 3-6-2012)

Sec. 78-95. Boarding of commercial vessels by authorized representatives.

The operator of a commercial vessel, by applying for a business license, grants permission to any duly authorized representative of the eCity to board any commercial vessel owned or operated by the license holder in order to determine whether such commercial vessel is in compliance with this Code or with any other applicable laws, ordinances, rules or regulations promulgated by any jurisdiction, body or agency pursuant thereto or for any other purpose.

(Ord. No. 2012-1140, 3-6-2012)

Sec. 78-96. Application required.

Applications to operate a commercial vessel shall be made on such forms and shall be accompanied by such fees as shall be determined from time to time by the Ceity. Applicants must also submit all Ceoast Guard licenses, inspection certificates, state licenses, proof of insurance and any other documentation which may be required to prove proper documentation, licensing and registration of the commercial vessel and its operators. All businesses operating as of the effective date of this ordinance December 31, 2023 shall submit a statement of current use detailing the number and type of commercial vessels currently owned-operating and their uses (charter, sightseeing, etc.) within 60 days of the effective date of this Ordinance. and shall license each accordingly within said 60 day period. This information shall be included in the application of all new businesses effective as of the date of this ordinance.

(Ord. No. 2012-1140, 3-6-2012)

Sec. 78-97. Denial, revocation or ssuspension of licenses/permits.

~~—~~(a) A license may be denied, revoked or suspended for any of the following causes:

- (1) Failure to comply with all state, federal and local laws and regulations concerning the operation of commercial vessels;
- (2) Two or more~~Multiple~~ instances of careless operation of ~~the permitted~~ commercial vessels in violation of state, federal or local laws.
- (3) Conviction by the licensee, if a person, or by any director, officer or partner of the licensee, if a corporation or a partnership, of a felony violation in this state or violation of the laws of any other state which would constitute a felony violation in this state.

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- (4) Submission of false or incomplete documentation or information required by this Code.
 - (5) Any other act by the licensee, if a person, or by any director, officer or partner of the licensee, if a corporation or a partnership, that would constitute a threat to the health, safety and welfare of the public or causing reasonable belief that continued licensing would constitute a threat to the health, safety, and welfare of the public.

(6) Any other reason set out in Section 50-72 or 50-73 of this Code.

- (b) Any business license ~~issued by the city may~~shall be subject to suspension, revocation, or denial for any of the aforementioned reasons and in accordance with chapter 50, article III of the business license code.

(Ord. No. 2012-1140, 3-6-2012)

Sec. 78-98. Water taxis—Docking; mooring; discharge of passengers.

- (a) A water taxi may board and discharge passengers only at approved water taxi stops. Water taxis may not board and discharge passengers at dock space which has been leased to a charter or sightseeing vessel operator.
- (b) ~~No water taxi may board or discharge passengers from any public beaches, shorelines, park areas, or any other place not approved as a water taxi stop.~~
- (c) No water taxi shall remain moored adjacent to a residential structure except for those locations approved as water taxi stops.
- (d) Water taxis shall fuel only at marine service stations.

(Ord. No. 2012-1140, 3-6-2012)

Sec. 78-99. Rentals

- (a) Per regulations of the U.S. Coast Guard and the City of Orange Beach, All rented vessels must be captained (operated) by the renting customer or a Captain holding with a valid Orange Beach business license and a Coast Guard Captain's License. The captain may not be supplied or reserved through the owner of the vessel.
- (b) All rented vessels must have a QR Code linked to a map of boating and wake zones within the Police Jurisdiction of the City of Orange Beach visible onboard at all times.

Sec. 78-99. Advertising; signage; noise.

All commercial vessels shall comply with chapter 30, article VIII of the Code, entitled "Scenic Vestige Protection" and any other ordinances of the City of Orange Beach including Zoning and Sign ordinances.

(Ord. No. 2012-1140, 3-6-2012)

Sec. 78-100. Alcoholic beverages.

All commercial vessels will comply with all local, state and federal laws concerning the sale, service, possession or consumption of alcoholic beverages. Specifically, any commercial vessel intending to allow the sale,

service, possession or consumption of alcoholic beverages must comply with chapter 50, article VII of the City Code.

(Ord. No. 2012-1140, 3-6-2012)

Sec. 78-101. Insurance Requirements.

~~All commercial vessels not inspected by the U.S. Coast Guard must be covered by businesses shall secure and retain, at minimum, a Commercial Comprehensive General Liability insurance policy with coverage limits of no less than \$1,000,000.00 each occurrence combined single limit for bodily injury and property damage-. In lieu of liability insurance as required herein, a rental business must~~may notify customers in writing of uninsured status and if available, provide the option to purchase insurance. ~~for the rental period.~~ This notice and option must be given in writing, ~~and signed and dated by the renting customer.~~ Records shall be open to inspection upon request by City officials at any time during regular business hours. ~~The City of Orange Beach shall be named as an additional insured.~~ All parasail boats must be covered by Insurance as set forth in Chapter 50 Article 10 of this Code.

Sec. 78-10²¹. Enforcement.

This article shall be enforced by the chief of police or his designees.

(Ord. No. 2012-1140, 3-6-2012)



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 6, 2024**

Departments: City Attorney

Description of Topic: Ordinance amending Chapter 50, Article III, Section 50-79 of the Code of Ordinances for the City of Orange Beach, Alabama, to modify the business license rate schedule for commercial vessels. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2024-xxxx Amd Ch 50 Art III Div 2 Sec 50-79 Business License Rate Schedule Commercial Vessels

ORDINANCE NO. 2024-xxxx

**AN ORDINANCE AMENDING CHAPTER 50, ARTICLE III, SECTION 50-79
OF THE CODE OF ORDINANCES FOR THE CITY OF ORANGE BEACH, ALABAMA
TO MODIFY THE BUSINESS LICENSE RATE SCHEDULE FOR COMMERCIAL VESSELS**

FINDINGS:

1. Amendments to Chapter 78, Article III being made simultaneously herewith require Commercial Vessel operators with more than one vessel to obtain multiple licenses.
2. The current Business License Code and Fee Schedule do not address fees for multiple licenses for a single business.
3. The City Council has determined that certain amendments to the City of Orange Beach Business License Code are necessary to incorporate changes enacted herewith relating to Chapter 78, Article III of the City of Orange Beach Code of Ordinances, "Commercial Vessels", to provide fees for businesses having more than one license.
4. The City Council of the City of Orange Beach has determined that these amendments are in the best interest of the City of Orange Beach and its citizens.

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

1. That Chapter 50, Article III, Section 50-79, Schedule "AB" of the Code of Ordinances for the City of Orange Beach is hereby amended to read in its entirety as follows:

Schedule "AB" – Service Related Business:

A. If gross receipts are:

1. Less than \$25,000\$50.00
2. \$25,000 to \$50,000....\$50.00 plus \$4.00 per \$1,000 of gross receipts over \$25,000
3. \$50,001 and up....\$250.00 plus \$2.00 per \$1,000 of gross receipts over \$50,001

B. Commercial Vessel businesses will be charged a flat fee of \$25.00 per license issued for each additional license after issuance of a license pursuant to Section A.

C. All gross receipts for a Commercial Vessel Business shall be calculated on a single license per Section A.

2. All ordinances, resolutions or parts in conflict with this ordinance, to the extent of such conflict, are repealed; and
3. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 20th DAY OF FEBRUARY, 2024.

Renee Eberly
City Clerk

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

was posted on _____ in the following three

(3) public places:

Orange Beach City Hall _____

Orange Beach Post Office _____

Orange Beach Public Library _____

Renee Eberly, City Clerk