



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

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

REGULAR CITY COUNCIL MEETING AGENDA

- I. Call to Order
- II. Invocation
- III. Pledge of Allegiance
- IV. Roll Call
- V. Consideration of Agenda
- VI. Consideration of Previous Minutes
 - 1. Regular Council Meeting 02/06/2024
 - 2. Committee of the Whole 02/06/2024
- VII. Reports of Officers/Committees
 - 1. Finance Director's Report
- VIII. Auditing of Accounts
 - 1. Vendor Checks
- IX. Presentation(s)
- X. Recognitions
- XI. Unfinished Business
 - Miscellaneous
 - Resolutions
 - Ordinances
- XII. New Business

Miscellaneous

1. Approval of a Special Events Retail Liquor License Application by Event Concessions, Inc., for the 2024 Wharf Boat Show to be held March 15-17, 2023, at 4685 Wharf Parkway.
2. Approval of a Special Retail (More than 30 Days) Liquor License Application by WE OBA Manager, LLC, for Adventure Island.
3. Approval of a Special Retail (More than 30 Days) Liquor License Application by J.A.T. UNITED, LLC, for Oasis Beachside Cafe and Bar.
4. Approval of one-year extension for Case No. 1203-PUD-22, Romar Beach Hotel PUD expiring March 31, 2025.
5. Approval of one-year extension for Case No. 1205-PUD-22, Jones Duplex PUD expiring March 31, 2025.

Resolutions

1. Resolution authorizing the execution of a subaward grant agreement with the Pensacola and Perdido Bays Estuary Program, Inc. to construct and operate a greenhouse.
2. Resolution authorizing a franchise for Robin's Rides, LLC, to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach.
3. Resolution authorizing execution of an intergovernmental agreement with Baldwin County for maintenance of Navy Road.
4. Resolution authorizing the purchase of a Vehicle for the Expect Excellence Department through Sourcewell in the amount of \$60,846.86.
5. Resolution authorizing the purchase of a Tractor and Reel Mower for the Landscape Department through Sourcewell from Deere & Company in the amount of \$48,961.48.
6. Resolution authorizing the execution of a cooperative maintenance agreement with the Alabama Department of Transportation for sidewalk on State Highway 180 right-of-way from Wharf Parkway East to Gulf Bay Road.
7. Resolution awarding the bid for On-Call Carpentry, Drywall and Painting Services to MD Thomas Construction, LLC, per unit pricing for a maximum of three years.
8. Resolution declaring Fire Department Uniforms owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to the Pine Grove Volunteer Fire Department.
9. Resolution authorizing a settlement agreement by and between Chase Morrisette, et al., and the City of Orange Beach.
10. Resolution authorizing a settlement agreement by and between Laura Davis and the City of Orange Beach.

Public Hearings

Ordinances

1. First Reading - Ordinance amending and restating Chapter 42, Article III of the Code of Ordinances for the City of Orange Beach, Alabama, retitled "Floodplain Development."

XIII. Public Comments

XIV. Adjourn

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
FEBRUARY 6, 2024 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 5:01 P.M.
- II. INVOCATION** Pastor Jared Jones, Central Church Orange Beach
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

Present: Councilmember Jeff Silvers
Councilmember Jerry Johnson
Councilmember Joni Blalock
Councilmember Jeff Boyd
Mayor Tony Kennon

Absent: Councilmember Annette Mitchell

V. CONSIDERATION OF AGENDA

Motion made (Blalock/Boyd) to approve the agenda as written. Vote unanimous in favor.

VI. CONSIDERATION OF PREVIOUS MINUTES

Work Session	01/02/2024
Regular Council Meeting	01/02/2024
Committee of the Whole	01/02/2024
Work Session	01/09/2024

The reading was waived and minutes were approved as written.

VII. REPORTS OF OFFICERS/COMMITTEES

- | | |
|--|------------|
| 1. <u>City Administrator – Ford Handley</u> | No report. |
| 2. <u>Director, Public Works – Tim Tucker</u> | No report. |
| 3. <u>Director, Community Development – Kit Alexander</u> | No report. |
| 4. <u>Chief, Police Department – Steve Brown</u> | No report. |
| 5. <u>Chief, Fire Department – Jeff Smith</u> | No report. |
| 6. <u>City Clerk – Renee Eberly</u> | No report. |
| 7. <u>Director, Finance – Ford Handley</u> | No report. |
| 8. <u>Parks & Recreation – Ford Handley</u> | No report. |
| 9. <u>Director, Utilities – Jeff Hartley</u> | No report. |
| 10. <u>Director, Coastal Resources – Phillip West</u> | No report. |
| 11. <u>Librarian, Public Library – Meagan Bing</u> | No report. |
| 12. <u>Director, Municipal Court – Pam Davis</u> | No report. |
| 13. <u>Director, Expect Excellence – Jonathan Langston</u> | No report. |
| 14. <u>Mayor/Council</u> | |

Councilmember Boyd shared a plaque from the Alabama Recreation and Parks Association given in gratitude for Orange Beach hosting their 2023 state conference.

Ford Handley, City Administrator/Finance Director, thanked the Public Works Landscape Division for planting the palm trees in the new Canal Road median. Mayor Kennon addressed some questions raised on Facebook regarding the palm trees.

VIII. AUDITING OF ACCOUNTS

Motion made (Johnson/Silvers) to certify that cash requirements with no related interests are within budget and appropriate for payment. Vote revealed: Silvers, aye; Johnson, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (5-0).**

Motion made (Johnson/Blalock) to certify that cash requirements with related interests in Swift Supply are within budget and appropriate for payment. Vote revealed: Silvers, abstain; Johnson, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (4-0-1).**

IX. PRESENTATIONS

1. Proclamation to declare February 17, 2024, as Arbor Day. Woody Speed, City Environmental Specialist, accepted the proclamation and read the proclamation aloud. He announced that this year's free tree giveaway for Orange Beach residents will be held on February 17, 2024, beginning at 8:00 A.M. in front of Community Development, 4101 Orange Beach Boulevard.

X. RECOGNITIONS

1. Council recognized Aidan Smith, Orange Beach High School student, who attended the city council meeting as part of a coastal leadership program.

XI. UNFINISHED BUSINESS

Resolutions

1. Resolution awarding the bid for Sportsplex Turf Maintenance Services to Limitless Services, LLC. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution awarding the proposal for Glamping Concessionaire to Timberline Glamping Company, LLC. **Motion made (Johnson/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

XII. NEW BUSINESS

Miscellaneous

1. Approval of a Retail Beer (On or Off Premises) and Retail Table Wine (On or Off Premises) Liquor License Application by L & R Food Service LLC for China Dragon at 25405 Perdido Beach Boulevard, Suite 19. **Motion made (Silvers/Johnson) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**
2. Approval of a Special Events Retail Liquor License Application by Wharf Restaurant Group LLC for the "Black And White Night" event to be held on March 15-16, 2024, at 4671 Wharf Parkway West. **Motion made (Johnson/Blalock) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**

Resolutions

1. Resolution authorizing the purchase of a Video Surveillance System at the Recreation Center for the Expect Excellence Department through State Bid in the amount of \$34,856.48. **Motion made (Boyd/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

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. **Motion made (Blalock/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Johnson/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Silvers/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. Resolution authorizing the execution of a contract for law enforcement services with Baldwin County. **Motion made (Blalock/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution authorizing the purchase of Three Vehicles for the Public Works Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$118,407. **Motion made (Boyd/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
7. Resolution to accept a negotiated price for Two Vehicles for the Public Works Department from Sandy Sansing Ford-Lincoln, LLC, in the amount of \$87,124. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
8. Resolution authorizing the purchase of a Message Board for the Police Department through the BuyBoard Purchasing Cooperative from All Traffic Solutions Inc. in the amount of \$37,154.36. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
9. Resolution authorizing execution of a use agreement with the Mystics of Pleasure, Inc., for joint use of Mardi Gras floats. **Motion made (Blalock/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
10. Resolution authorizing the execution of a performance contract with Severance Security Services, LLC, for a public safety training initiative. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
11. Resolution authorizing qualified political candidates to utilize the Orange Beach Event Center at the Wharf and the Orange Beach Community Center. **Motion made (Silvers/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
12. Resolution authorizing the use of the Senior Center to support the Orange Beach Garden Club's "36th Annual Game Day and Salad Luncheon" event. **Motion made (Boyd/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
13. Resolution appointing new members and reappointing existing members to the Legislative Review Committee. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
14. Resolution awarding the bid for Two UTVs for the Fire Department to Gulf Shores Power Sports, Inc., in the amount of \$47,920. **Motion made (Johnson/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

Public Hearings

1. Public hearing 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. **Motion made (Silvers/Blalock) to postpone the public hearing and first reading to February 20, 2024.** Vote unanimous in favor. **Motion passed.**
2. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0204-PUD-24, The Wharf Landing PUD. The public hearing was cancelled due to withdrawal by the applicant.
3. Public hearing for an ordinance to amend Ordinance No. 172, the Zoning Ordinance, Case No. 0103-PUDA-24, Beach Village PUD Modification, Food Trucks. – Cancelled, withdrawn by the applicant. The public hearing was cancelled due to withdrawal by the applicant.

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: 5:14 P.M.

APPROVED this the 5th day of March, 2024.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
FEBRUARY 6, 2024 – 5:14 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the February 20, 2024, agenda.

The following members were present:

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

The following members were absent:

Councilmember Annette Mitchell

The following items were discussed:

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)
13. Ordinance amending Chapter 78, Article III of the Code of Ordinances for the City of Orange Beach, Alabama, entitled “Commercial Vessels.” (JL)
14. 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)

Public Comments:

1. Councilmember Blalock shared that she has received questions from the public about the surveying activity occurring near the dog park. She explained that the surveying activity is related to a potential facility being built by Auburn University at the Coastal Resources site, and reassured residents that the dog park will not be affected. Mayor Kennon further stated that the city already has an alternate location for the dog park should it ever need to be relocated.
2. Angela Bateman, City Event Operations Director, announced that Mardi Gras parades begin on Saturday, February 10th. Councilmember Blalock recognized the Event Center staff for their professionalism during a busy week at the facility.
3. Cherish Schlayer, City Public Works Refuse Employee, handed Mayor, Council, and City Administrator written packets and spoke briefly about the Andy Andrews employee development program.
4. Courtney Dombrowski, Eco Clean Marine, invited the community to participate in a beach cleanup event at Bear Point Marina on Saturday, February 10, 2024, beginning at 8:45 A.M.

There being no further business, the meeting adjourned.

Time: 5:24 P.M.

APPROVED this 5th day of March, 2024.

Renee Eberly
City Clerk

MAJOR REVENUE SOURCES COMPARATIVE STATEMENT							01.31.24							
MONTH	SALES	LODGING 5%	LDG 2%	LDG 3%	USE	RENTAL	AD VAL	ALCOHOL	GAS	FRANCHISE	TOBACCO	BUSI LIC	BLDG PER	TOTAL
2020														
JAN	571,480	266,227	106,491		114,136	18,951	1,393,361	18,124	4,749	1,127,034	3,188	1,065,682	61,823	4,751,246
FEB	588,333	438,831	175,532		103,600	14,613	128,401	22,252	6,347	44,901	6,347	1,150,091	195,059	2,874,308
MAR	647,965	673,307	269,323		104,999	13,607	50,189	28,234	7,663	15,005	3,141	252,677	81,287	2,147,397
APR	717,357	496,315	198,526		89,450	21,123	55,639	43,084	7,636	70,252	5,041	74,949	64,009	1,843,381
MAY	564,680	109,460	43,784		100,841	11,788	43,088	20,370	4,515	18,742	3,409	69,469	70,111	1,060,257
JUN	1,631,692	1,658,687	663,475		138,889	60,661	6,864	91,703	11,569	14,796	5,451	44,416	65,377	4,393,580
JUL	2,018,118	2,934,446	1,173,778		154,535	77,620	9,182	102,056	13,671	75,348	6,351	39,918	434,022	7,039,045
AUG	2,071,102	3,360,671	1,344,269		106,856	74,135	9,497	109,555	13,057	12,144	6,654	13,003	56,780	7,177,723
SEP	1,457,109	1,757,514	703,005		126,969	49,514	1,666	67,222	10,454	13,848	5,707	245,366	147,321	4,585,695
OCT	929,624	868,120	347,249		121,845	38,223	394,434	40,594	7,307	83,366	3,981	85,908	496,653	3,417,304
NOV	789,683	477,566	191,026		136,314	33,840	799,698	27,803	5,594	799	3,577	18,074	95,218	2,579,192
DEC	718,848	447,768	179,107		121,714	20,713	1,557,466	19,607	5,833	16,833	4,224	3,696	118,768	3,214,577
TOTAL	12,705,991	13,488,912	5,395,566		1,420,148	434,788	4,449,484	590,604	98,395	1,493,069	57,071	3,063,250	1,886,428	45,083,705
2021														
JAN	701,011	253,061	101,224		170,319	20,302	1,493,662	14,342	5,177	49,003	2,790	1,126,206	99,786	4,036,883
FEB	722,973	432,542	173,017		148,463	17,987	169,589	30,055	4,705	1,081,389	3,144	1,118,843	108,394	4,011,100
MAR	820,021	525,673	210,269		154,160	20,446	49,643	26,481	6,343	1,151	4,283	279,825	130,106	2,228,401
APR	1,542,193	1,454,023	581,609		195,577	42,811	45,897	56,428	8,345	96,690	5,128	121,780	119,470	4,269,951
MAY	1,634,724	1,596,145	638,458		198,219	52,855	26,671	59,642	8,034	23,269	5,168	47,422	77,973	4,368,580
JUN	1,987,736	2,231,556	892,623		179,072	60,348	9,478	82,081	10,976	13,857	5,633	57,001	167,955	5,698,316
JUL	2,473,610	3,748,368	1,499,346		208,959	87,490	11,028	99,646	11,798	95,835	6,164	43,770	57,484	8,343,498
AUG	2,763,335	4,535,488	1,814,195		164,521	94,035	10,381	109,873	13,350	16,080	6,053	73,033	92,934	9,693,277
SEP	1,808,353	2,298,074	919,229		157,081	56,324	11,667	78,119	9,885	17,820	5,468	37,973	77,148	5,477,141
OCT	1,562,846	1,510,289	604,115		160,734	47,526	12,609	55,559	7,462	82,417	4,693	31,164	70,099	4,149,513
NOV	1,550,832	1,394,825	557,930		183,013	42,254	1,142,994	49,289	6,835	15,215	4,182	17,334	96,197	5,061,190
DEC	1,000,191	630,458	252,183		173,045	22,549	1,333,455	23,946	4,739	23,234	3,566	7,711	76,296	3,551,083
TOTAL	18,567,825	20,610,499	8,244,198		2,093,163	564,927	4,317,075	685,460	97,649	1,515,960	56,272	2,962,062	1,173,843	60,888,933
2022														
JAN	993,671	433,419	173,367		228,961	26,843	778,087	23,745	3,877	1,181,002	2,228	1,230,706	78,457	5,154,363
FEB	863,552	614,330	245,732		209,143	17,819	927,401	12,058	4,364	19,250	3,255	1,297,086	95,811	4,309,801
MAR	1,019,219	829,416	331,766		187,257	20,060	181,693	37,978	5,051	15,319	3,889	429,353	138,930	3,199,931
APR	1,794,189	1,759,512	703,805		230,987	42,458	47,549	61,717	7,146	84,243	3,483	160,012	89,941	4,985,042
MAY	1,734,221	1,789,529	715,812		229,303	47,416	56,485	55,758	8,669	29,122	5,757	78,510	90,001	4,840,583
JUN	2,224,999	2,429,308	971,723		184,734	184,734	11,326	82,423	11,339	21,671	4,729	70,676	112,910	6,310,572
JUL	2,642,847	4,018,151	1,607,261		224,889	91,337	11,706	103,640	13,921	74,621	5,857	36,885	71,075	8,902,190
AUG	2,984,693	4,637,517	1,855,007		203,038	101,022	12,009	101,238	13,934	31,209	5,364	32,062	126,758	10,103,851
SEP	1,768,078	1,987,999	795,200		220,948	57,411	2,306	69,469	96,790	14,262	4,708	26,240	50,539	5,093,950
OCT	1,582,228	1,553,491	621,396		216,795	59,617	16,233	53,861	7,383	75,525	4,220	41,152	32,324	4,264,225
NOV	1,463,865	1,434,527	573,811		210,361	45,958	1,623,601	44,758	7,411	24,164	3,998	17,708	85,158	5,535,320
DEC	967,817	615,795	246,318		210,031	25,063	1,173,978	22,209	4,794	21,307	2,841	10,594	63,775	3,364,522
TOTAL	20,039,379	22,102,993	8,841,198		2,556,447	719,738	4,842,374	668,854	184,679	1,591,695	50,329	3,430,984	1,035,678	66,064,348
2023														
JAN	951,199	395,739	158,296		270,116	29,351	656,463	19,995	4,159	1,248,976	2,537	442,750	65,155	4,244,736
SUBTOTAL	951,199	395,739	158,296	0	270,116	29,351	656,463	19,995	4,159	1,248,976	2,537	442,750	65,155	4,244,736
FEB	888,742	637,379	251,952		203,363	20,828	2,005,418	12,319	3,684	4,485	3,172	1,987,305	166,773	6,185,420
MAR	1,033,851	808,788	323,515		196,278	22,874	236,941	38,798	6,962	65,006	3,790	552,307	98,325	3,387,436
APR	1,750,999	1,945,816	778,327		247,364	45,736	133,149	55,989	8,540	96,412	3,892	259,778	77,303	5,943,305
MAY	1,663,895	1,731,710	692,684		251,026	45,394	41,519	47,169	8,090	35,409	3,381	96,715	62,208	4,679,200
JUN	2,252,370	2,272,255	908,902	908,902	213,190	75,601	12,901	80,902	11,864	14,833	4,412	49,123	70,837	6,876,092
JUL	2,792,746	3,977,231	1,590,892	1,590,892	246,166	100,243	14,150	102,270	13,715	93,743	5,197	64,307	112,214	10,703,766
AUG	2,978,793	4,505,781	1,802,312	1,802,312	220,227	104,389	14,217	99,464	15,384	432	5,005	82,016	259,302	11,889,634
SEP	1,966,077	1,920,905	768,362	768,362	208,815	59,707	17,104	75,013	10,636	27,429	4,159	88,597	51,144	5,966,310
OCT	1,552,503	1,551,674	620,670	931,004	205,533	57,464	18,351	48,364	7,835	78,163	3,615	84,763	67,895	5,227,834
NOV	1,502,230	1,370,192	548,077	822,115	210,815	41,861	1,166,088	43,764	7,296	22,004	3,589	30,870	74,260	5,843,881
DEC	891,576	594,068	237,627	356,441	271,348	25,519	2,192,897	23,053	5,063	2,343	2,215	25,981	56,733	4,684,864
TOTAL	20,224,981	21,711,538	8,681,616	7,180,028	2,744,241	628,967	6,509,918	647,100	103,228	1,689,235	44,964	3,764,513	1,162,149	75,092,478
BUDGET	16,000,000	31,500,000	Total Lodge	37,573,181	2,000,000	500,000	5,500,000	660,000	90,000	1,600,000	60,000	3,000,000	1,000,000	66,400,000
sub%total- B	5.94%	1.76%			27.01%	7.34%	11.94%	3.03%	4.62%	83.27%	4.23%	16.10%	5.01%	6.99%
sub%total- A	4.70%	2.55%			9.84%	4.67%	10.08%	3.09%	4.03%	73.94%	5.64%	11.76%	5.61%	5.65%
2024														
JAN	878,994	363,462	145,385	218,077	255,874	28,146	2,590,904	17,910	4,593	1,328,846	1,979	711,544	140,099	6,685,813
FEB														-
MAR														-
APR														-
MAY														-
JUN														-
JUL														-
AUG														-
SEP														-
OCT														-
NOV														-
DEC														-
TOTAL	878,994	363,462	145,385	218,077	255,874	28,146	2,590,904	17,910	4,593	1,328,846	1,979	711,544	140,099	6,685,813
BUDGET	18,500,000	33,500,000	Total Lodge	726,924	2,000,000	500,000	5,500,000	660,000	90,000	1,600,000	50,000	3,000,000	1,000,000	66,400,000
%ACT/BUD	4.75%	2.17%			12.79%	5.63%	47.11%	2.71%	5.10%	83.05%	3.96%	23.72%	14.01%	10.07%
YTD%+-	0.05%	-0.38%			2.95%	0.96%	37.02%	-0.38%	1.07%	9.12%	-1.68%	11.96%	8.40%	4.42%
PROJ O(S)	8,922	(127,929)			59,014	4,813	2,036,281	(2,484)	967	145,848	(842)	358,709	84,035	2,932,434
YTD O(U)	(19,345,987)	(29,884,306)			(2,488,367)	(600,821)	(3,919,014)	(629,190)	(98,635)	(360,389)	(42,985)	(3,052,969)	(1,022,050)	(68,406,665)
(UND)PY	-95.65%	-98.33%			-90.68%	-95.53%	-60.20%	-97.23%	-95.55%	-21.33%	-95.60%	-81.10%	-87.94%	-91.10%
O(U)BUD	(17,621,006)	(32,991,153)			(1,744,126)	(471,854)	(2,909,096)	(642,090)	(85,407)	(271,154)	(48,021)	(2,288,456)	(859,901)	(59,714,187)

Baldwin County Bridge Company																																
Month	2004 Amount	2005 Amount	2006 Amount	2007 Amount	2008 Amount	2009 Amount	2010 Amount	2011 Amount	2012 Amount	2013 Amount	2014 Amount	2015 Count	2015 Amount	2016 Count	2016 Amount	2017 Count	2017 Amount	2018 Count	2018 Amount	2019 Count	2019 Amount	2020 Count	2020 Amount	2021 Count	2021 Amount	2022 Count	2022 Amount	2023 Count	2023 Amount	2024 Count	2024 Amount	Daily Average
January	13,786	19,164	21,353	22,267	16,056	14,413	11,552	25,285	26,627	28,595	41,070	169,054	50,716	191,873	57,562	213,192	63,958	242,762	72,829	282,813	84,754	294,247	88,274	334,559	100,368	343,485	103,046	390,471	117,141	332,938	99,881	12,595.84
February	22,201	21,512	22,017	17,039	14,618	37,222	28,425	28,556	28,955	45,446	177,208	53,162	208,374	62,512	230,177	69,053	268,232	80,470	294,978	88,493	312,791	93,837	333,700	100,110	364,170	109,251	392,033	117,610	391,251	14,901.18	17,388.94	
March	22,201	25,074	29,124	26,572	22,808	19,348	37,139	39,687	42,770	45,105	70,686	257,708	77,312	307,399	92,220	344,205	103,262	399,656	119,897	437,662	131,299	323,168	96,950	483,570	145,071	495,990	148,797	538,437	161,531	517,388.94		
April	23,073	24,545	29,478	26,203	21,849	21,396	40,629	42,465	44,167	45,380	71,203	280,981	84,294	302,699	90,810	344,202	103,261	384,499	115,350	425,215	127,565	200,701	60,210	494,832	148,450	500,591	150,777	516,788	155,036	16,670.58		
May	26,046	27,887	32,502	28,717	25,310	23,877	43,943	49,995	49,815	53,589	88,205	338,083	101,605	377,817	113,345	388,478	116,543	430,527	124,884	493,293	147,989	470,740	141,222	554,829	166,449	540,993	162,298	574,116	172,235	18,519.87		
June	28,912	29,903	34,931	31,078	26,548	27,822	20,952	53,373	57,015	63,764	97,193	384,702	115,411	417,975	125,393	424,771	127,331	500,311	133,485	533,471	160,041	508,608	152,582	574,662	172,399	576,826	170,048	581,955	174,587	18,772.74		
July	34,485	29,765	78,912	33,394	30,508	31,609	22,713	67,069	64,963	68,626	108,514	410,188	123,056	465,402	139,621	501,310	150,393	545,434	148,646	548,879	164,664	521,942	156,583	573,019	171,906	582,601	174,780	611,800	183,540	19,735.48		
August	26,153	56,364	67,186	59,690	24,291	23,301	17,598	43,414	47,020	53,925	86,856	351,908	93,272	320,393	96,118	363,398	109,016	422,275	117,317	449,658	134,717	444,695	133,409	442,395	132,719	491,565	147,070	538,071	161,421	17,357.13		
September	36,834	48,489	44,352	36,584	18,325	17,081	35,654	36,444	41,389	66,739	273,190	81,954	295,166	88,550	334,299	100,290	358,819	86,122	497,224	116,167	207,746	62,324	450,671	135,201	469,965	140,980	418,789	125,628	418,789	13,508.35		
October	52,273	52,444	56,082	59,660	38,832	36,074	17,542	34,654	36,692	41,537	68,005	256,641	76,992	290,526	87,158	290,776	87,233	371,252	111,376	381,237	114,371	361,305	108,392	449,243	134,773	453,092	135,928	433,226	129,971	13,975.35		
November	40,609	46,016	53,980	57,660	31,679	29,929	13,089	28,398	30,201	32,434	51,080	195,341	58,602	229,475	68,943	268,621	80,586	288,819	86,646	286,622	89,587	333,863	100,159	381,930	114,579	386,155	115,547	347,125	104,138	11,197.58		
December	44,028	44,028	78,805	34,801	30,816	27,870	12,524	28,991	28,740	31,257	50,973	192,426	57,728	213,307	63,992	249,158	74,747	263,455	79,037	293,448	88,034	330,312	99,094	373,488	112,046	385,074	115,522	327,311	96,193	10,566.42		
Reconciliation	209,195	193,195	624,693	208,945	202,914	214,180	133,649											54,755														
REVENUE	571,876	616,167	1,215,166	635,965	524,843	502,763	425,534	472,940	493,011	534,556	844,694		974,106		1,086,122	1,185,773		1,342,812		1,447,679		1,293,035			5,446,898		1,634,069	5,589,507	1,676,853	5,670,102	1,701,031	99,881
VEHICLES	2,723,217	2,934,129	3,376,211	2,959,079	2,499,540	2,394,109	2,026,351	2,252,093	2,347,670	2,545,506	2,815,645		3,247,020		3,620,406		3,952,575		4,476,041	4,825,598			4,310,118							332,938		
Summary	Payments	Revenue	Difference		Notes																											
2004	1,200,000	571,876	-628,124																													
2005	1,200,000	616,167	-583,833																													
2006	1,200,000	1,215,166	15,166																													
2007	1,200,000	635,965	-564,035																													
2008	1,200,000	524,843	-675,157		rate increase 3/1/2007 from \$2 to \$3																											
2009	1,200,000	502,763	-697,237																													
2010	1,200,000	425,534	-774,466		rate increase 1/1/2010 from \$3 to \$3.50																											
2011	1,200,000	472,940	-727,061																													
2012	1,200,000	493,011	-706,989																													
2013	1,200,000	534,556	-665,444		Beach Express opened to 110 High 15, 2014																											
2014	0	844,694	844,694																													
2015	0	974,106	974,106		bridge bid was opened 7/8/15, approx loss \$3,600																											
2016	0	1,086,122	1,086,122																													
2017	0	1,185,773	1,185,773		July 17 rates reduced to increase flow, city still receives same amount per car, June Payment was combined for April and May																											
2018	0	1,342,812	1,342,812																													
2019	0	1,447,679	1,447,679		Sept '20 Hurricane Sally hit causing free tolls for 15 straight days																											
2020	0	1,293,035	1,293,035																													
2021	0	1,634,069	1,634,069																													
2022	0	1,676,853	1,676,853																													
2023	0	1,701,031	1,701,031																													
Cumulative Total	12,000,000	19,178,992	7,178,992																													
@2:10.21		2,186,424.87																														
		0.00																														
		4,992,587.29																														
		23,046.98																														
		BP CLAIM PAID																														

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 3/6/2024 to 3/6/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Check Run: 6684					
*****	03/06/2024	219 BANK OF NEW YORK	Check	No	880.00
	Purchase Order #:	0	Voucher #:	142595	Invoice #: 2522612398
	Invoice Description:	TRUSTEE FEE			880.00
		200-450-840 TRUSTEE FEES			880.00
Check Run 6684 Check Total					\$880.00
Check Run 6684 Update Only					\$0.00
Check Run 6684 Total					\$880.00
Check Run: 6685					
*****	03/06/2024	6738 4IMPRINT, INC	Check	No	559.91
	Purchase Order #:	0	Voucher #:	142384	Invoice #: 12168600
	Invoice Description:	PROMO LIP BALM			559.91
		001-001-650 EXHIBITIONS & PROMOTIONS			559.91
*****	03/06/2024	7498 ADVANCE AUTO PARTS	Check	No	1,563.47
	Purchase Order #:	0	Voucher #:	141928	Invoice #: 2293
	Invoice Description:	STK DEF FLD/ HYDRIC FLD/ OIL			843.27
		404-677-510 GAS/OIL			843.27
	Purchase Order #:	0	Voucher #:	141929	Invoice #: 6732
	Invoice Description:	STK SPARK PLUGS			133.94
		001-210-516 SUPPLIES/OPERATING			133.94
	Purchase Order #:	0	Voucher #:	142031	Invoice #: 2295
	Invoice Description:	STK HOSE CLMPS/ WSHR FLD			55.13
		001-200-516 SUPPLIES/OPERATING			55.13
	Purchase Order #:	0	Voucher #:	142032	Invoice #: 4181
	Invoice Description:	STK PNTRTNG OIL			24.24
		001-200-516 SUPPLIES/OPERATING			24.24
	Purchase Order #:	0	Voucher #:	142033	Invoice #: 4235
	Invoice Description:	SOCKET ADPTR			22.07
		001-200-516 SUPPLIES/OPERATING			22.07
	Purchase Order #:	0	Voucher #:	142034	Invoice #: 76866
	Invoice Description:	#854 SWTCH/ DOOR HNG			97.97
		001-200-622 RPR/MAINT VEHICLES			97.97
	Purchase Order #:	0	Voucher #:	142202	Invoice #: 7311
	Invoice Description:	STK CLAY OIL ABSRBNT			79.14
		001-200-516 SUPPLIES/OPERATING			79.14
	Purchase Order #:	0	Voucher #:	142574	Invoice #: 4349
	Invoice Description:	STK DEF FLD/ LUCAS/ SEAFOAM			277.38
		404-677-510 GAS/OIL			277.38
	Purchase Order #:	0	Voucher #:	142575	Invoice #: 4350
	Invoice Description:	STK SILICONE LUBE			30.33
		001-200-516 SUPPLIES/OPERATING			30.33
*****	03/06/2024	7001 AGROMAX, LLC	Check	No	2,491.65
	Purchase Order #:	0	Voucher #:	142576	Invoice #: 22673
	Invoice Description:	FUNGICDS/ HERBCDS/ INSCD			2,491.65
		001-210-620 RPR/MAINT GROUNDS			2,491.65
*****	03/06/2024	718 AIRGAS, INC	Check	No	1,641.03
	Purchase Order #:	0	Voucher #:	141930	Invoice #: 5505556920
	Invoice Description:	CYLINDER RENTAL			1,408.85

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 3/6/2024 to 3/6/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
	001-100-614	RENTALS			469.61
	001-175-614	RENTALS			469.62
	001-200-516	SUPPLIES/OPERATING			469.62
	Purchase Order #:	0	Voucher #: 142385	Invoice #: 9146969594	232.18
	Invoice Description:	MED O2 CYLNR RENT			
	001-175-614	RENTALS			232.18
*****	03/06/2024	6254 AIRPORT AUTHORITY/GULF SHORES	Check	No	75,000.00
	Purchase Order #:	0	Voucher #: 142386	Invoice #: 6154	75,000.00
	Invoice Description:	2024 ANN'L CONTR			
	001-001-645	AID TO OTHER GOVTS			75,000.00
*****	03/06/2024	7797 ALABAMA POOLWORKS, LLC	Check	No	1,505.76
	Purchase Order #:	0	Voucher #: 142387	Invoice #: SAL74874-1	1,505.76
	Invoice Description:	CHLOR TABS/ MURTC ACID			
	001-302-516	SUPPLIES/OPERATING			1,505.76
*****	03/06/2024	5698 AL DEPT OF LABOR	Check	No	135.00
	Purchase Order #:	0	Voucher #: 142203	Invoice #: B69990	110.00
	Invoice Description:	BOILER INSP FEE			
	001-302-516	SUPPLIES/OPERATING			110.00
	Purchase Order #:	0	Voucher #: 142388	Invoice #: 240221	25.00
	Invoice Description:	DRUG-FREE WKPLC CERT			
	001-001-612	PROFESSIONAL FEES			25.00
*****	03/06/2024	8262 ALLIED INFORMATION MANAGEMENT	Check	No	290.00
	Purchase Order #:	0	Voucher #: 142035	Invoice #: 281900A	290.00
	Invoice Description:	MEDICAL WASTE PICKUP			
	001-175-612	PROFESSIONAL FEES			290.00
*****	03/06/2024	150 AL MUNICIPAL CT CLERKS	Check	No	300.00
	Purchase Order #:	0	Voucher #: 142204	Invoice #: 240216118	100.00
	Invoice Description:	P DAVIS DUES			
	001-010-608	DUES/MEMBERSHIP/SUBSCRIPT			100.00
	Purchase Order #:	0	Voucher #: 142205	Invoice #: 240216119	100.00
	Invoice Description:	C PALMER DUES			
	001-010-608	DUES/MEMBERSHIP/SUBSCRIPT			100.00
	Purchase Order #:	0	Voucher #: 142206	Invoice #: 240216690	100.00
	Invoice Description:	J WEATHERFORD DUES			
	001-010-608	DUES/MEMBERSHIP/SUBSCRIPT			100.00
*****	03/06/2024	116 AL'S 5 & 10 #6 O/B	Check	No	158.80
	Purchase Order #:	0	Voucher #: 141931	Invoice #: 288603	27.96
	Invoice Description:	POOL NOODLES			
	001-410-516	SUPPLIES/OPERATING			27.96
	Purchase Order #:	0	Voucher #: 142207	Invoice #: 288604	130.84
	Invoice Description:	MARDI GRAS DECOR			
	001-410-516	SUPPLIES/OPERATING			130.84
*****	03/06/2024	7828 AMAZON CAPITAL SERVICES, INC	Check	No	12,260.61
	Purchase Order #:	0	Voucher #: 141932	Invoice #: 116R-N6RT-X6HH	117.21
	Invoice Description:	FLAGS/ PINNIES			
	001-301-516	SUPPLIES/OPERATING			117.21
	Purchase Order #:	0	Voucher #: 141933	Invoice #: 11G9-QKTV-364C	95.96
	Invoice Description:	SHIRTS			
	001-410-540	UNIFORMS			95.96

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 3/6/2024 to 3/6/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 141934	Invoice #: 13YD-6K7M-PV1V		15.99
Invoice Description:	HEAT LAMP BULB				
001-410-516	SUPPLIES/OPERATING			15.99	
Purchase Order #:	0	Voucher #: 141935	Invoice #: 14PV-LXKM-MLQV		82.32
Invoice Description:	FIRST AID KITS				
001-410-516	SUPPLIES/OPERATING			82.32	
Purchase Order #:	0	Voucher #: 141936	Invoice #: 19TK-PPQD-PTMK		192.99
Invoice Description:	DESK RETURN				
001-100-507	EQUIPMENT/SMALL			192.99	
Purchase Order #:	0	Voucher #: 141937	Invoice #: 19XV-6TQM-41XY		137.97
Invoice Description:	BODY WSH/ TAPE DSPNSR/ GLVS				
001-325-516	SUPPLIES/OPERATING			137.97	
Purchase Order #:	0	Voucher #: 141938	Invoice #: 1DJP-LWX6-P7KL		73.87
Invoice Description:	LAT CBL ATTCHMT/ TRICEP ROPE				
001-325-516	SUPPLIES/OPERATING			73.87	
Purchase Order #:	0	Voucher #: 141939	Invoice #: 1F47-QQ43-97M7		5.92
Invoice Description:	WATCH BATTERIES				
001-100-507	EQUIPMENT/SMALL			5.92	
Purchase Order #:	0	Voucher #: 141940	Invoice #: 1F47-QQ43-PJMX		44.97
Invoice Description:	COOKIE CUTTER SETS				
001-350-516	SUPPLIES/OPERATING			44.97	
Purchase Order #:	0	Voucher #: 141941	Invoice #: 1FJ3-XFD7-3Q7N		572.36
Invoice Description:	EXT HARD DRV/ ZIP DRIVES				
001-100-507	EQUIPMENT/SMALL			572.36	
Purchase Order #:	0	Voucher #: 141942	Invoice #: 1HDX-4X4J-RFTW		27.99
Invoice Description:	ENDOSCOPE CAMERA				
001-200-516	SUPPLIES/OPERATING			27.99	
Purchase Order #:	0	Voucher #: 141943	Invoice #: 1JYT-1WX4-QGPR		220.49
Invoice Description:	BOAT FLT BACKUP CMRA/ MLDW CLNR				
001-200-516	SUPPLIES/OPERATING			220.49	
Purchase Order #:	0	Voucher #: 141944	Invoice #: 1KT3-9XDN-VY3L		62.99
Invoice Description:	#267 RNNG BRD LED LTS				
001-100-507	EQUIPMENT/SMALL			62.99	
Purchase Order #:	0	Voucher #: 141945	Invoice #: 1MPG-L9PD-6WC3		68.25
Invoice Description:	FANS - REFUSE BUGGIES				
404-677-507	EQUIPMENT/SMALL			68.25	
Purchase Order #:	0	Voucher #: 141946	Invoice #: 1Q3F-GTWP-94XK		361.28
Invoice Description:	WEED ETR RACKS				
001-210-507	EQUIPMENT/SMALL			361.28	
Purchase Order #:	0	Voucher #: 141947	Invoice #: 1V9Q-M169-DQNT		294.60
Invoice Description:	DSK RSR/ BTTRS/ URNL SCRNS/ BNDRS				
411-681-507	EQUIPMENT/SMALL			109.99	
411-681-513	SUPPLIES/JANITORIAL			39.98	
411-681-516	SUPPLIES/OPERATING			144.63	
Purchase Order #:	0	Voucher #: 141948	Invoice #: 1XPM-FH9C-6YRN		113.38
Invoice Description:	MNTR ADPTR/ iPad SCR N PRTCTR				
001-030-516	SUPPLIES/OPERATING			113.38	
Purchase Order #:	0	Voucher #: 141949	Invoice #: 1XXC-WMNF-7LMW		429.76
Invoice Description:	TOTE BAGS/ ADPTR/ FABRC MRKRS				
430-682-516	SUPPLIES/OPERATING			86.98	
430-682-649	FESTIVALS EXPENSES			342.78	
Purchase Order #:	0	Voucher #: 142036	Invoice #: 114P-Y6QC-9W9P		39.95
Invoice Description:	FLR SCRBBR DRAIN HOSE				

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 3/6/2024 to 3/6/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
001-200-618	RPR/MAINT EQUIPMENT			39.95	
Purchase Order #:	0	Voucher #: 142037	Invoice #: 1GCP-3TXG-4DLR-O		5.70
Invoice Description:	TOOK CRDT (\$28.51) CHK 162344				
001-030-516	SUPPLIES/OPERATING		Accrual	5.70	
Purchase Order #:	0	Voucher #: 142038	Invoice #: 1LKV-47XC-PW1W		22.49
Invoice Description:	FLASH DRIVES				
001-200-516	SUPPLIES/OPERATING		Accrual	22.49	
Purchase Order #:	0	Voucher #: 142039	Invoice #: 1XPM-FH9C-GHFL		148.83
Invoice Description:	IPAD CASES				
001-175-507	EQUIPMENT/SMALL			148.83	
Purchase Order #:	0	Voucher #: 142208	Invoice #: 11DW-CXPL-RR9K		374.49
Invoice Description:	BNQT CHAIRS/ PASTEL PPR				
001-304-507	EQUIPMENT/SMALL			367.50	
001-304-516	SUPPLIES/OPERATING			6.99	
Purchase Order #:	0	Voucher #: 142217	Invoice #: 13P7-6MPM-RGYR		60.43
Invoice Description:	POOL CLNG POLE/ MLLT SEED/ SPNG				
001-410-516	SUPPLIES/OPERATING			60.43	
Purchase Order #:	0	Voucher #: 142218	Invoice #: 14GL-1Q7D-1LYT		854.20
Invoice Description:	MG MSKS/ CNVSES/ STMP BLKS/ RECT PPR				
430-682-516	SUPPLIES/OPERATING			854.20	
Purchase Order #:	0	Voucher #: 142220	Invoice #: 16MW-LN6N-DX6H		412.17
Invoice Description:	CELL SGNL BOOSTR/ TORX DRVRS				
001-100-507	EQUIPMENT/SMALL			412.17	
Purchase Order #:	0	Voucher #: 142221	Invoice #: 171X-3D4Q-4WPC		448.80
Invoice Description:	STPWTCHS/ RBBNS/ MDCN BLLS				
001-302-516	SUPPLIES/OPERATING			448.80	
Purchase Order #:	0	Voucher #: 142222	Invoice #: 19JM-YK33-QJ9G		622.64
Invoice Description:	OFC CHRS/ AGLTY CNS/ REST BANDS				
001-350-507	EQUIPMENT/SMALL			248.61	
001-350-516	SUPPLIES/OPERATING			24.06	
001-325-516	SUPPLIES/OPERATING			349.97	
Purchase Order #:	0	Voucher #: 142223	Invoice #: 1FL3-TWT3-CCFX		89.00
Invoice Description:	#367 TOOL MT BRKTS				
001-410-622	RPR/MAINT VEHICLES			89.00	
Purchase Order #:	0	Voucher #: 142224	Invoice #: 1GKV-9KLX-Q3CT		35.50
Invoice Description:	BATTERIES				
001-325-516	SUPPLIES/OPERATING			35.50	
Purchase Order #:	0	Voucher #: 142225	Invoice #: 1JPN-QFX7-FJ3K		38.50
Invoice Description:	#774 HYDRCL CPLR REPL				
001-200-618	RPR/MAINT EQUIPMENT			38.50	
Purchase Order #:	0	Voucher #: 142226	Invoice #: 1KHC-HNWF-T4PR		130.56
Invoice Description:	VOLTAGE DETECTORS				
001-030-516	SUPPLIES/OPERATING			130.56	
Purchase Order #:	0	Voucher #: 142227	Invoice #: 1LYF-74T7-999X		8.99
Invoice Description:	TRASH POLE- FSHNG HARPOON				
404-677-516	SUPPLIES/OPERATING			8.99	
Purchase Order #:	0	Voucher #: 142228	Invoice #: 1MR6-VT4C-GGJT		24.10
Invoice Description:	FRIDGE ORGANIZER				
001-302-516	SUPPLIES/OPERATING			24.10	
Purchase Order #:	0	Voucher #: 142229	Invoice #: 1MV1-HKJN-V9X3		59.25
Invoice Description:	SHIRTS				
001-410-540	UNIFORMS			59.25	
Purchase Order #:	0	Voucher #: 142230	Invoice #: 1N3P-FKGY-GXFH		-9.99

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> CRDT- LQD CHALK MRKRS					
001-410-516		SUPPLIES/OPERATING			-9.99
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142231	<i>Invoice #:</i> 1NH1-TJ3K-YYJ3		169.95
<i>Invoice Description:</i> #267 LED EMRGNCY LIGHTS					
001-100-507		EQUIPMENT/SMALL			169.95
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142232	<i>Invoice #:</i> 1QPC-HW9D-GJNR		1,267.37
<i>Invoice Description:</i> BLLT FLLNG WATER FNTN					
001-030-616		RPR/MAINT PLANT/BLDG			1,267.37
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142233	<i>Invoice #:</i> 1RD3-HWJG-3L11		194.70
<i>Invoice Description:</i> MEDIC PATCHES/ BAGS					
001-110-540		UNIFORMS			194.70
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142234	<i>Invoice #:</i> 1RK6-WTPD-C1PY		1,611.24
<i>Invoice Description:</i> UTVs WNDSHLDS/ ROOFS/ RELAYS/ STG BXS					
001-410-507		EQUIPMENT/SMALL			1,499.64
001-410-618		RPR/MAINT EQUIPMENT			111.60
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142235	<i>Invoice #:</i> 1TMY-G97Y-JL47		49.99
<i>Invoice Description:</i> ICE MKR FLTRS					
001-100-507		EQUIPMENT/SMALL	Accrual		49.99
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142236	<i>Invoice #:</i> 1WP1-4TY7-LPV7		57.62
<i>Invoice Description:</i> CEREAL BARS/ STETHSCP					
001-304-516		SUPPLIES/OPERATING			57.62
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142237	<i>Invoice #:</i> 1XHT-V736-4Q4F		49.68
<i>Invoice Description:</i> EPOXY/ ZIP TIES					
430-682-516		SUPPLIES/OPERATING			49.68
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142389	<i>Invoice #:</i> 114K-MRYG-X9NP		-66.49
<i>Invoice Description:</i> CRDT- DRYBOX					
001-175-507		EQUIPMENT/SMALL			-66.49
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142390	<i>Invoice #:</i> 11NQ-MH9R-JPXR		15.27
<i>Invoice Description:</i> CAMERAL LENS CAPS					
001-410-516		SUPPLIES/OPERATING			15.27
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142391	<i>Invoice #:</i> 146V-MDLG-1DDY		37.98
<i>Invoice Description:</i> FOOD TO-GO CNTNRS					
001-001-516		SUPPLIES/OPERATING			37.98
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142392	<i>Invoice #:</i> 16LT-WVXJ-K69H		114.98
<i>Invoice Description:</i> NEW POLARIS LIGHTS					
001-410-618		RPR/MAINT EQUIPMENT			114.98
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142393	<i>Invoice #:</i> 17JD-3PCM-63LG		-21.37
<i>Invoice Description:</i> CRDT- CHAIR MAT					
001-001-516		SUPPLIES/OPERATING	Accrual		-21.37
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142394	<i>Invoice #:</i> 19RK-QGPM-R9PV		-19.96
<i>Invoice Description:</i> CRDT- MARKERS					
001-175-516		SUPPLIES/OPERATING			-19.96
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142395	<i>Invoice #:</i> 1DVN-CMMR-3YRR		1,796.00
<i>Invoice Description:</i> WRLSS GUITAR PACKS					
001-350-507		EQUIPMENT/SMALL			1,796.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142396	<i>Invoice #:</i> 1GKV-9KLX-RD3W		-265.96
<i>Invoice Description:</i> CRDT- DRYBOXES					
001-175-507		EQUIPMENT/SMALL			-265.96
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142397	<i>Invoice #:</i> 1H6J-4V7G-7TMV		35.95
<i>Invoice Description:</i> CHIAR MAT					
001-001-516		SUPPLIES/OPERATING			35.95
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142398	<i>Invoice #:</i> 1KPG-THW7-XNK9		29.99
<i>Invoice Description:</i> IPAD CASE					

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
001-001-516		SUPPLIES/OPERATING			29.99
Purchase Order #:	0	Voucher #: 142399	Invoice #: 1MPP-CXTT-KD43		26.12
Invoice Description:		PADFOLIO/ DIVIDERS			
001-001-516		SUPPLIES/OPERATING			26.12
Purchase Order #:	0	Voucher #: 142400	Invoice #: 1NH1-TJ3K-LPCM		102.26
Invoice Description:		CRAYON CHALK/ GLOVES			
001-001-650		EXHIBITIONS & PROMOTIONS			102.26
Purchase Order #:	0	Voucher #: 142401	Invoice #: 1PHH-3T1P-GPQP		29.12
Invoice Description:		BAND AIDS			
411-681-516		SUPPLIES/OPERATING			29.12
Purchase Order #:	0	Voucher #: 142402	Invoice #: 1RL3-6VGQ-6HMP		23.18
Invoice Description:		CIRC SAW BLADE			
001-175-622		RPR/MAINT VEHICLES			23.18
Purchase Order #:	0	Voucher #: 142403	Invoice #: 1WP1-4TY7-QYNY		-132.98
Invoice Description:		CRDT- DRYBOXES			
001-175-507		EQUIPMENT/SMALL			-132.98
Purchase Order #:	0	Voucher #: 142404	Invoice #: 1Y9N-N9QD-L3JP		114.98
Invoice Description:		NEW POLARIS LIGHTS			
001-410-618		RPR/MAINT EQUIPMENT			114.98
Purchase Order #:	0	Voucher #: 142405	Invoice #: 1YV9-WYQP-499J		48.53
Invoice Description:		CONDENSATE PUMP			
001-001-616		RPR/MAINT PLANT/BLDGS	Accrual		48.53
Purchase Order #:	0	Voucher #: 142577	Invoice #: 143V-31MT-49MF		654.68
Invoice Description:		CLAY/ TBL/ STG CBNT/ HAND VAC			
430-682-507		EQUIPMENT/SMALL			654.68
Purchase Order #:	0	Voucher #: 142578	Invoice #: 1QHG-HRP1-7MGJ		53.87
Invoice Description:		BINDERS/ PIRATE COINS			
430-682-650		EXHIBITIONS & PROMOTIONS			53.87
*****	03/06/2024	194 AMERICAN CARPET SALES INC	Check	No	8,862.00
Purchase Order #:	230344	Voucher #: 142406	Invoice #: AG015839		3,782.00
Invoice Description:		CITY HALL FLOORING			
001-001-616		RPR/MAINT PLANT/BLDGS			3,782.00
Purchase Order #:	230471	Voucher #: 142407	Invoice #: AG015840		5,080.00
Invoice Description:		CITY HALL CARPET			
001-001-616		RPR/MAINT PLANT/BLDGS			5,080.00
*****	03/06/2024	3400 ARTCRAFT PRESS INC.	Check	No	2,443.00
Purchase Order #:	0	Voucher #: 141950	Invoice #: 49835		2,443.00
Invoice Description:		TRAIL MAPS			
001-410-652		STATE PARK EXPENSES			2,443.00
*****	03/06/2024	8064 AT&T MOBILITY	Check	No	119.94
Purchase Order #:	0	Voucher #: 142040	Invoice #: 287316107471X020324		119.94
Invoice Description:		12/26/23-1/25/24 MIFI FIRSTNET			
001-175-605		COMMUNICATIONS			119.94
*****	03/06/2024	7007 AT WORK UNIFORMS	Check	No	42.03
Purchase Order #:	0	Voucher #: 141951	Invoice #: 111378		42.03
Invoice Description:		EMBROIDERY			
001-410-650		AUDUBON			42.03
*****	03/06/2024	3590 AXON ENTERPRISE INC	Check	No	495.00
Purchase Order #:	0	Voucher #: 141952	Invoice #: INUS223263		495.00
Invoice Description:		TASER INSTRCTR			

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
	001-100-630	TRAINING/TRAVEL			495.00
*****	03/06/2024	8106 BAKER DISTRIBUTING COMPANY, LLC	Check	No	2,896.00
	Purchase Order #: 0	Voucher #: 141953	Invoice #: EQ99237		785.00
	Invoice Description: GAS FURNACE				
	001-110-616	RPR/MAINT PLANT/BLDGS			785.00
	Purchase Order #: 0	Voucher #: 142579	Invoice #: ER89397		2,111.00
	Invoice Description: AC UNIT				
	001-303-616	RPR/MAINT PLANT/BLDGS			2,111.00
*****	03/06/2024	396 BALDWIN CTY COMMISSION	Check	No	200.00
	Purchase Order #: 0	Voucher #: 142238	Invoice #: 4166		200.00
	Invoice Description: DEC 23 CORONER COSTS				
	001-100-612	PROFESSIONAL FEES	Accrual		200.00
*****	03/06/2024	3893 BALDWIN CTY FIRE CHIEFS ASSOC.	Check	No	300.00
	Purchase Order #: 0	Voucher #: 142408	Invoice #: 2024-20		300.00
	Invoice Description: SFTY HS ANN'L UPKEEP				
	001-175-612	PROFESSIONAL FEES			300.00
*****	03/06/2024	231 BALDWIN PORTABLE TOILETS	Check	No	3,738.00
	Purchase Order #: 0	Voucher #: 142239	Invoice #: 289744		2,550.00
	Invoice Description: 12/25/23-1/01/24 PD TLTS				
	001-100-616	RPR/MAINT PLANT/BLDGS			2,550.00
	Purchase Order #: 0	Voucher #: 142240	Invoice #: 289995		440.00
	Invoice Description: 12/21/23-1/17/24 TRAILS				
	001-410-614	RENTALS			440.00
	Purchase Order #: 0	Voucher #: 142241	Invoice #: 289996		154.00
	Invoice Description: 12/21/23-1/17/24 TRAILS				
	001-410-614	RENTALS			154.00
	Purchase Order #: 0	Voucher #: 142242	Invoice #: 291119		440.00
	Invoice Description: 1/18-2/14/24 TRAILS				
	001-410-614	RENTALS			440.00
	Purchase Order #: 0	Voucher #: 142243	Invoice #: 291120		154.00
	Invoice Description: 1/18-2/14/24 TRAILS				
	001-410-614	RENTALS			154.00
*****	03/06/2024	6325 BALDWIN SAND & GRAVEL LLC	Check	No	1,710.88
	Purchase Order #: 0	Voucher #: 142244	Invoice #: 56710		445.28
	Invoice Description: 22.32 T SAND				
	001-614-734	SHOOTING RANGE			445.28
	Purchase Order #: 0	Voucher #: 142409	Invoice #: 56949		1,265.60
	Invoice Description: 23.45 TON CRSHD CNCRT				
	403-676-516	SUPPLIES/OPERATING			1,265.60
*****	03/06/2024	8453 BALLINGER PUBLISHING	Check	No	350.00
	Purchase Order #: 0	Voucher #: 141954	Invoice #: 3002087		350.00
	Invoice Description: ART FEST ADVERTISING				
	430-682-649	FESTIVALS EXPENSES			350.00
*****	03/06/2024	219 BANK OF NEW YORK	Check	No	420,993.11
	Purchase Order #: 0	Voucher #: 142410	Invoice #: 2021-38		253,900.00
	Invoice Description: GO WARRANTS 2012				
	001-000-805	TRANSFER TO DEBT SVS FUND			253,900.00
	Purchase Order #: 0	Voucher #: 142411	Invoice #: 39		167,093.11
	Invoice Description: GO WARRANTS 2012				

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		403-000-124 INTRA FUND TRANSFER			167,093.11
*****	03/06/2024	8269 BCC WASTE SOLUTIONS, LLC	Check	No	2,760.00
	Purchase Order #:	240046 Voucher #: 142041	Invoice #: 0000432358		1,380.00
	Invoice Description:	2/01-2/06/24 ROLLOFF SWAPS			
		404-677-612 PROFESSIONAL FEES			1,380.00
	Purchase Order #:	0 Voucher #: 142245	Invoice #: 0000432360		345.00
	Invoice Description:	2/01/24 ROLLOFF SWAP			
		001-410-635 UTILITIES			345.00
	Purchase Order #:	0 Voucher #: 142246	Invoice #: 0000432361		345.00
	Invoice Description:	2/01/24 ROLLOFF SWAP			
		001-614-734 SHOOTING RANGE			345.00
	Purchase Order #:	0 Voucher #: 142247	Invoice #: 0000433716		345.00
	Invoice Description:	2/08/24 ROLLOFF SWAP			
		001-614-734 SHOOTING RANGE			345.00
	Purchase Order #:	240046 Voucher #: 142580	Invoice #: 0000433713		345.00
	Invoice Description:	2/09/24 ROLLOFF SWAP			
		404-677-612 PROFESSIONAL FEES			345.00
*****	03/06/2024	3176 BEEBE'S ACTION MASTERS P.C.	Check	No	627.00
	Purchase Order #:	0 Voucher #: 141955	Invoice #: 611813		30.00
	Invoice Description:	COASTAL RES OFC			
		001-410-620 RPR/MAINT GROUNDS			30.00
	Purchase Order #:	0 Voucher #: 141956	Invoice #: 611815		30.00
	Invoice Description:	WWLC			
		001-410-620 RPR/MAINT GROUNDS			30.00
	Purchase Order #:	0 Voucher #: 141957	Invoice #: 611824		50.00
	Invoice Description:	HART BLDG			
		404-677-612 PROFESSIONAL FEES			50.00
	Purchase Order #:	0 Voucher #: 141958	Invoice #: 612489		36.00
	Invoice Description:	WILDLIFE CTR			
		001-410-620 RPR/MAINT GROUNDS			36.00
	Purchase Order #:	0 Voucher #: 141959	Invoice #: 612498		50.00
	Invoice Description:	GOLF SHOP/ PRO SHOP			
		001-303-616 RPR/MAINT PLANT/BLDGS			50.00
	Purchase Order #:	0 Voucher #: 142042	Invoice #: 611816		50.00
	Invoice Description:	SMITH HOUSE			
		001-175-616 RPR/MAINT PLANT/BLDGS			50.00
	Purchase Order #:	0 Voucher #: 142043	Invoice #: 611945		30.00
	Invoice Description:	PUBLIC WORKS BLDG			
		404-677-612 PROFESSIONAL FEES			30.00
	Purchase Order #:	0 Voucher #: 142044	Invoice #: 612757		36.00
	Invoice Description:	EVENT CTR			
		411-681-620 RPR/MAINT GROUNDS			36.00
	Purchase Order #:	0 Voucher #: 142248	Invoice #: 611811		30.00
	Invoice Description:	SR CTR			
		001-304-616 RPR/MAINT PLANT/BLDGS			30.00
	Purchase Order #:	0 Voucher #: 142249	Invoice #: 612484		30.00
	Invoice Description:	COMM DEV			
		001-030-616 RPR/MAINT PLANT/BLDG			30.00
	Purchase Order #:	0 Voucher #: 142250	Invoice #: 612485		32.00
	Invoice Description:	FINANCE DEPT			
		001-020-616 RPR/MAINT PLANT/BLDGS			32.00
	Purchase Order #:	0 Voucher #: 142251	Invoice #: 612490		50.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> BEACH BARN 001-410-620 RPR/MAINT GROUNDS 50.00 <i>Purchase Order #:</i> 0 <i>Voucher #:</i> 142252 <i>Invoice #:</i> 612492 50.00 <i>Invoice Description:</i> TRAIL BARN/ WADE PROPERTY 001-410-620 RPR/MAINT GROUNDS 50.00 <i>Purchase Order #:</i> 0 <i>Voucher #:</i> 142253 <i>Invoice #:</i> 612512 55.00 <i>Invoice Description:</i> POLICE DEPT 001-100-616 RPR/MAINT PLANT/BLDGS 55.00 <i>Purchase Order #:</i> 0 <i>Voucher #:</i> 142412 <i>Invoice #:</i> 612486 36.00 <i>Invoice Description:</i> MEDICAL ARTS CTR 001-001-616 RPR/MAINT PLANT/BLDGS 36.00 <i>Purchase Order #:</i> 0 <i>Voucher #:</i> 142413 <i>Invoice #:</i> 612487 32.00 <i>Invoice Description:</i> MUESUM 001-300-616 RPR/MAINT PLANT/BLDGS 32.00					
*****	03/06/2024	245 BELL STEEL COMPANY	Check	No	1,039.72
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 142045	<i>Invoice #:</i> 0083966		1,039.72
<i>Invoice Description:</i> TUBE/ FLAT/ ANGLE STEEL					
	001-210-618	RPR/MAINT EQUIPMENT			1,039.72
*****	03/06/2024	6527 BILL SMITH ELECTRIC INC	Check	No	3,675.00
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 141960	<i>Invoice #:</i> 8996		2,400.00
<i>Invoice Description:</i> FLD 7 LIGHTS REPAIR					
	001-301-618	RPR/MAINT EQUIPMENT			2,400.00
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 141961	<i>Invoice #:</i> 8998		1,275.00
<i>Invoice Description:</i> FLD 7 LIGHTS TRBLSHOOT					
	001-301-618	RPR/MAINT EQUIPMENT			1,275.00
*****	03/06/2024	6902 BLUE GIRL BEADING	Check	No	464.75
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 142581	<i>Invoice #:</i> 240219		464.75
<i>Invoice Description:</i> SEA GLASS CLASS					
	430-682-612	PROFESSIONAL FEES			464.75
*****	03/06/2024	3272 BODINE, DANIEL K.	Check	No	70.00
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 142046	<i>Invoice #:</i> 240214		70.00
<i>Invoice Description:</i> REIMB LIC RENEWAL					
	403-676-612	PROFESSIONAL FEES			70.00
*****	03/06/2024	7964 BOND, MALCOLM E	Check	No	500.00
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 142583	<i>Invoice #:</i> 240309		500.00
<i>Invoice Description:</i> '24 ART FEST MUSICIAN					
	430-682-649	FESTIVALS EXPENSES			500.00
*****	03/06/2024	284 BOUND TREE MEDICAL, LLC	Check	No	5,377.68
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 142047	<i>Invoice #:</i> 85238177		2,499.99
<i>Invoice Description:</i> RESCUE RANDY MANIKIN					
	001-175-507	EQUIPMENT/SMALL			2,499.99
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 142048	<i>Invoice #:</i> 85239771		1,043.21
<i>Invoice Description:</i> RESCUE RANDY MANIKIN					
	001-175-507	EQUIPMENT/SMALL			1,043.21
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 142414	<i>Invoice #:</i> 85247365		1,331.94
<i>Invoice Description:</i> EMS SUPPLIES					
	001-175-516	SUPPLIES/OPERATING			1,331.94
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 142415	<i>Invoice #:</i> 85247366		502.54
<i>Invoice Description:</i> EMS SUPPLIES					
	001-175-516	SUPPLIES/OPERATING			502.54

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	03/06/2024	288 BOYETTS PORTABLE TOILETS	Check	No	175.00
	Purchase Order #: 0	Voucher #: 142416	Invoice #: 310105		175.00
	Invoice Description:	2/07-3/05/24 GOLF CTR			
	001-210-612	PROFESSIONAL FEES		75.00	
	001-303-614	RENTALS		100.00	
*****	03/06/2024	8462 BROWN, DESTINY	Check	No	700.00
	Purchase Order #: 0	Voucher #: 142584	Invoice #: 240309		700.00
	Invoice Description:	'24 ART FEST MUSICIAN			
	430-682-649	FESTIVALS EXPENSES		700.00	
*****	03/06/2024	3304 BRUCELLI ADVERTISING CO INC	Check	No	2,209.50
	Purchase Order #: 0	Voucher #: 142049	Invoice #: 259571		2,209.50
	Invoice Description:	SURF RSCUE SHIRTS			
	001-175-540	UNIFORMS		2,209.50	
*****	03/06/2024	3860 BRUNSON NET & SUPPLY CO, INC.	Check	No	61.20
	Purchase Order #: 0	Voucher #: 142417	Invoice #: 61989		21.20
	Invoice Description:	GLOVES/ NEEDLE			
	001-614-731	GOMESA	Accrual	21.20	
	Purchase Order #: 0	Voucher #: 142418	Invoice #: 68522		40.00
	Invoice Description:	NET REPAIR			
	001-614-731	GOMESA		40.00	
*****	03/06/2024	223 BSN SPORTS LLC	Check	No	2,541.35
	Purchase Order #: 0	Voucher #: 141962	Invoice #: 924692668		2,279.31
	Invoice Description:	PITCHING MACHINE			
	001-301-516	SUPPLIES/OPERATING		2,279.31	
	Purchase Order #: 0	Voucher #: 141963	Invoice #: 924699392		138.64
	Invoice Description:	SHIRTS			
	001-301-540	UNIFORMS		138.64	
	Purchase Order #: 0	Voucher #: 141964	Invoice #: 924706536		123.40
	Invoice Description:	SFTBLL BASES/ HM PLATE			
	001-301-516	SUPPLIES/OPERATING		123.40	
*****	03/06/2024	5359 BUDWEISER-BUSCH DIST. CO.	Check	No	360.56
	Purchase Order #: 0	Voucher #: 142419	Invoice #: 882347		360.56
	Invoice Description:	BEER- GOLF CTR RESALE			
	001-303-660	COST OF GOODS SOLD RETAIL		360.56	
*****	03/06/2024	8463 BURDETTE, ZOE	Check	No	150.00
	Purchase Order #: 0	Voucher #: 142585	Invoice #: 240309		150.00
	Invoice Description:	'24 ART FEST MUSICIAN			
	430-682-649	FESTIVALS EXPENSES		150.00	
*****	03/06/2024	8431 CANINE DEVELOPMENT GROUP, INC.	Check	No	140.00
	Purchase Order #: 0	Voucher #: 142254	Invoice #: 138618		140.00
	Invoice Description:	1/17/24-1/17/25 HNDLR SBSCRIPTN			
	001-100-608	DUES/MEMBERSHIP/SUBSCRIPT		140.00	
*****	03/06/2024	7784 CARROT-TOP INDUSTRIES, INC	Check	No	1,290.79
	Purchase Order #: 0	Voucher #: 142420	Invoice #: INV124618		1,290.79
	Invoice Description:	BEACH FLAGS			
	001-175-507	EQUIPMENT/SMALL		1,290.79	
*****	03/06/2024	6437 CHAPTER 13 TRUSTEE	Check	No	365.00
	Purchase Order #: 0	Voucher #: 142421	Invoice #: 022324-TABB		365.00

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i>		23-11721			
	001-000-104	GARNISHMENT/SAVINGS			365.00
*****	03/06/2024	6881 CHILLY'S LLC	Check	No	2,321.76
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142422	<i>Invoice #:</i> 40210655		2,321.76
<i>Invoice Description:</i>		ICE CRM CONCESSIONS			
	001-301-516	SUPPLIES/OPERATING			2,321.76
*****	03/06/2024	7939 CHRISTIAN LIFE THE ISLAND CHURCH, INC.	Check	No	250.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142586	<i>Invoice #:</i> 240309		250.00
<i>Invoice Description:</i>		'24 ART FEST PARKING			
	430-682-649	FESTIVALS EXPENSES			250.00
*****	03/06/2024	7278 CINTAS CORPORATION NO. 2	Check	No	72.22
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 141965	<i>Invoice #:</i> 4183233422		35.54
<i>Invoice Description:</i>		WEEKLY SERVICE			
	430-682-612	PROFESSIONAL FEES			35.54
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142423	<i>Invoice #:</i> 4183986380		36.68
<i>Invoice Description:</i>		WEEKLY SERVICE			
	430-682-612	PROFESSIONAL FEES			36.68
*****	03/06/2024	351 CIRCUIT CLERK	Check	No	217.50
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142424	<i>Invoice #:</i> 022324-WHITE		217.50
<i>Invoice Description:</i>		05-CV-2017-901105.00			
	001-000-104	GARNISHMENT/SAVINGS			217.50
*****	03/06/2024	8077 CLARKE, JUSTINE	Check	No	189.94
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142377	<i>Invoice #:</i> 240216		189.94
<i>Invoice Description:</i>		REIMB EVENT FOOD			
	001-304-516	SUPPLIES/OPERATING			189.94
*****	03/06/2024	8218 COASTAL CREATIONS	Check	No	493.35
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142255	<i>Invoice #:</i> 240219		493.35
<i>Invoice Description:</i>		PAINT-POUR CLASS 2.19.24			
	430-682-612	PROFESSIONAL FEES			493.35
*****	03/06/2024	7549 COAST GROUP TRANSPORATION, LLC	Check	No	2,500.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142425	<i>Invoice #:</i> 2018390		2,500.00
<i>Invoice Description:</i>		ART FESTIVAL			
	430-682-649	FESTIVALS EXPENSES			2,500.00
*****	03/06/2024	319 COCA-COLA BOTTLING CO	Check	No	678.92
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 141966	<i>Invoice #:</i> 39817529004		275.00
<i>Invoice Description:</i>		CONCESSIONS			
	001-301-516	SUPPLIES/OPERATING			275.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142426	<i>Invoice #:</i> 39339397025		403.92
<i>Invoice Description:</i>		BOTTLED WATER			
	001-175-516	SUPPLIES/OPERATING			403.92
*****	03/06/2024	6159 COMAN, JIM	Check	No	450.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142587	<i>Invoice #:</i> 240309		450.00
<i>Invoice Description:</i>		'24 ART FEST MUSICIAN			
	430-682-649	FESTIVALS EXPENSES			450.00
*****	03/06/2024	8254 COMMUNITY CHURCH	Check	No	200.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142588	<i>Invoice #:</i> 240309		200.00
<i>Invoice Description:</i>		'24 ART FEST PARKING			
	430-682-649	FESTIVALS EXPENSES			200.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	03/06/2024	381 COMPUTER BACKUP, INC	Check	No	10,500.00
	Purchase Order #: 0	Voucher #: 142427	Invoice #: 28048		10,500.00
	Invoice Description: JAN 2024				
	001-001-612	PROFESSIONAL FEES			10,500.00
*****	03/06/2024	3175 CORDY, RIO STARK	Check	No	5,908.95
	Purchase Order #: 0	Voucher #: 141967	Invoice #: 240208		5,908.95
	Invoice Description: NUTCRACKER 2023				
	001-000-339	PERFORMING ARTS CENTER			5,908.95
*****	03/06/2024	7241 CORE & MAIN LP	Check	No	228.20
	Purchase Order #: 0	Voucher #: 142428	Invoice #: U301367		228.20
	Invoice Description: INSERTS				
	403-676-516	SUPPLIES/OPERATING			228.20
*****	03/06/2024	7005 COUCH AGGREGATES LLC	Check	No	743.38
	Purchase Order #: 0	Voucher #: 142050	Invoice #: 129981		743.38
	Invoice Description: 17.93 T LIMESTONE				
	001-608-720	ROADWAYS/PAVING/RESURFACE			743.38
*****	03/06/2024	399 CRAFT TURF FARMS	Check	No	192.00
	Purchase Order #: 0	Voucher #: 142051	Invoice #: 38892		192.00
	Invoice Description: 100SY BERMUDA SOD				
	001-210-620	RPR/MAINT GROUNDS			192.00
*****	03/06/2024	7155 DA CAR WASH, LLC	Check	No	59.85
	Purchase Order #: 0	Voucher #: 142256	Invoice #: 1075		59.85
	Invoice Description: MARCH 2024				
	001-410-516	SUPPLIES/OPERATING			59.85
*****	03/06/2024	8446 CAROL C DAVIS	Check	No	90.00
	Purchase Order #: 0	Voucher #: 141920	Invoice #: 240209		60.00
	Invoice Description: PIYO/ P90X				
	001-325-612	PROFESSIONAL FEES			60.00
	Purchase Order #: 0	Voucher #: 142194	Invoice #: 240216		30.00
	Invoice Description: PIYO				
	001-325-612	PROFESSIONAL FEES			30.00
*****	03/06/2024	5173 DAVIS, JR. SPENCER E. P.C.	Check	No	4,600.00
	Purchase Order #: 0	Voucher #: 141969	Invoice #: 12467A		4,600.00
	Invoice Description: FEBRUARY 2024				
	001-010-612	PROFESSIONAL FEES			4,600.00
*****	03/06/2024	5863 DIRECTV	Check	No	160.99
	Purchase Order #: 0	Voucher #: 142257	Invoice #: 081459343X240214		160.99
	Invoice Description: FEB 2024				
	403-676-635	UTILITIES			119.99
	001-301-635	UTILITIES			41.00
*****	03/06/2024	8464 DONALD, AMANDA	Check	No	675.00
	Purchase Order #: 0	Voucher #: 142589	Invoice #: 240309		675.00
	Invoice Description: '24 ART FEST MUSICIAN				
	430-682-649	FESTIVALS EXPENSES			675.00
*****	03/06/2024	7786 DOUGLAS, BLAKELY	Check	No	43.20
	Purchase Order #: 0	Voucher #: 142429	Invoice #: 240216		43.20
	Invoice Description: REIMB PARAMEDIC LIC FEE				

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
	001-175-608	DUES/MEMBERSHIP/SUBSCRIPT			43.20
*****	03/06/2024	7521 DRONEDEPLOY	Check	No	3,588.00
Purchase Order #:	240089	Voucher #: 141970	Invoice #: INV11557		3,588.00
Invoice Description:	DRONE SFWR ANN'L RENEWAL				
	001-030-516	SUPPLIES/OPERATING			3,588.00
*****	03/06/2024	8361 DUNCAN ASSOCIATES	Check	No	3,938.00
Purchase Order #:	0	Voucher #: 141971	Invoice #: 4013		3,938.00
Invoice Description:	IMPACT FEE ORDINANCE REV				
	001-030-612	PROFESSIONAL FEES			3,938.00
*****	03/06/2024	6350 DYKES VETERINARY CLINIC	Check	No	368.50
Purchase Order #:	0	Voucher #: 142258	Invoice #: 871488		264.00
Invoice Description:	RADIOGRAPHS				
	001-410-612	PROFESSIONAL FEES			264.00
Purchase Order #:	0	Voucher #: 142259	Invoice #: 872515		104.50
Invoice Description:	PELICAN RDOGRPH				
	001-410-612	PROFESSIONAL FEES			104.50
*****	03/06/2024	7710 ELSTON, MARQUISE B.	Check	No	250.00
Purchase Order #:	0	Voucher #: 141921	Invoice #: 240209		125.00
Invoice Description:	TTL BODY FIT/ TTL BODY EXTRM				
	001-325-612	PROFESSIONAL FEES			125.00
Purchase Order #:	0	Voucher #: 142195	Invoice #: 240216		125.00
Invoice Description:	TTL BODY FIT/ TTL BODY EXTRM				
	001-325-612	PROFESSIONAL FEES			125.00
*****	03/06/2024	7480 EMERALD COAST LANDSCAPING, INC	Check	No	5,336.55
Purchase Order #:	240101	Voucher #: 142260	Invoice #: 130043		5,336.55
Invoice Description:	27 SABAL PALMS				
	001-615-704	RESTORE - PERDIDO PASS SEAWALL			5,336.55
*****	03/06/2024	5849 EMERGENCY EQUIPMENT PROF INC	Check	No	2,779.25
Purchase Order #:	0	Voucher #: 142052	Invoice #: 491391		1,625.00
Invoice Description:	BOOTS				
	001-175-507	EQUIPMENT/SMALL			1,625.00
Purchase Order #:	0	Voucher #: 142430	Invoice #: 491377		184.75
Invoice Description:	SCBA/ CMPRSSR REPAIR				
	001-175-618	RPR MAINT/EQUIPMENT			184.75
Purchase Order #:	0	Voucher #: 142431	Invoice #: 491447		452.00
Invoice Description:	AIR SAMPLES				
	001-175-618	RPR MAINT/EQUIPMENT			452.00
Purchase Order #:	0	Voucher #: 142432	Invoice #: 491617		517.50
Invoice Description:	#426 WINDOW REPAIR				
	001-175-622	RPR/MAINT VEHICLES			517.50
*****	03/06/2024	8433 EMS MANAGEMENT & CONSULTANTS, INC.	Check	No	328.32
Purchase Order #:	0	Voucher #: 142433	Invoice #: EMS-002577		328.32
Invoice Description:	JAN 2024				
	001-175-612	PROFESSIONAL FEES			328.32
*****	03/06/2024	3170 FERGUSON ENTERPRISES, INC #1204	Check	No	1,409.48
Purchase Order #:	0	Voucher #: 142053	Invoice #: 1520007		278.48
Invoice Description:	WDG RSTNT GLAND PKS/ ELBOW				
	001-210-516	SUPPLIES/OPERATING			278.48
Purchase Order #:	0	Voucher #: 142261	Invoice #: 1515239		750.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i>		TAKE-THRU GATE			
	403-676-616	RPR/MAINT PLANT/BLDGS			750.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142434	<i>Invoice #:</i> 1520620		381.00
<i>Invoice Description:</i>		CLAMPS			
	001-210-620	RPR/MAINT GROUNDS			381.00
*****	03/06/2024	3612 FIRST CALL	Check	No	1,643.23
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 141972	<i>Invoice #:</i> 1133-213226		-67.02
<i>Invoice Description:</i>		CRDT- #250 WSHR PMPS			
	001-100-622	RPR/MAINT VEHICLES			-67.02
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 141973	<i>Invoice #:</i> 1133-213233		-8.58
<i>Invoice Description:</i>		CRDT- #104 AIR FLTR			
	001-100-622	RPR/MAINT VEHICLES			-8.58
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 141974	<i>Invoice #:</i> 1133-213894		162.00
<i>Invoice Description:</i>		#291 VACUUM PUMP			
	001-100-622	RPR/MAINT VEHICLES			162.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 141975	<i>Invoice #:</i> 1133-214167		66.20
<i>Invoice Description:</i>		#291 STRETCH FIT/ SWAY LNK KITS			
	001-100-622	RPR/MAINT VEHICLES			66.20
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 141976	<i>Invoice #:</i> 1133-214221		23.37
<i>Invoice Description:</i>		#267 WIRE/ GROMMETS			
	001-100-622	RPR/MAINT VEHICLES			23.37
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 141977	<i>Invoice #:</i> 1133-214820		8.49
<i>Invoice Description:</i>		#267 SPRAY PAINT			
	001-100-622	RPR/MAINT VEHICLES			8.49
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 141978	<i>Invoice #:</i> 1133-214853		33.98
<i>Invoice Description:</i>		STK WAX			
	001-200-516	SUPPLIES/OPERATING			33.98
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 141979	<i>Invoice #:</i> 5491-285831		21.98
<i>Invoice Description:</i>		U-JOINT/ BLT CNDTNR			
	001-410-516	SUPPLIES/OPERATING			21.98
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 141980	<i>Invoice #:</i> 5491-286051		49.90
<i>Invoice Description:</i>		MIRRORS- NEW POLARIS			
	001-410-618	RPR/MAINT EQUIPMENT			49.90
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 141981	<i>Invoice #:</i> 5491-286107		16.98
<i>Invoice Description:</i>		TRL EQMT BATT TERM/ MARINE TERM			
	001-410-616	RPR/MAINT PLANT/BLDGS			16.98
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 141982	<i>Invoice #:</i> 5491-286181		24.99
<i>Invoice Description:</i>		#367 RCVR BUSHING			
	001-410-622	RPR/MAINT VEHICLES			24.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142054	<i>Invoice #:</i> 1133-215222		15.99
<i>Invoice Description:</i>		#1058 HEADLIGHT CNNCTR			
	001-200-618	RPR/MAINT EQUIPMENT			15.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142055	<i>Invoice #:</i> 1133-215224		23.00
<i>Invoice Description:</i>		#1058 HEALDLIGHT BULBS			
	001-200-618	RPR/MAINT EQUIPMENT			23.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142056	<i>Invoice #:</i> 1133-215396		15.99
<i>Invoice Description:</i>		#1058 HEADLIGHT CNNCTR			
	001-200-618	RPR/MAINT EQUIPMENT			15.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142057	<i>Invoice #:</i> 1133-215494		30.97
<i>Invoice Description:</i>		STK TIRE PRTCTNT/ TIRE WET			
	001-200-516	SUPPLIES/OPERATING			30.97
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142058	<i>Invoice #:</i> 5491-286534		31.18

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> #646 WIPER BLADES					
	403-676-622	RPR/MAINT VEHICLES			31.18
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142262	<i>Invoice #:</i> 1133-214937		53.93
<i>Invoice Description:</i> #343 SWITCH CN					
	001-410-622	RPR/MAINT VEHICLES			53.93
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142263	<i>Invoice #:</i> 1133-215889		22.78
<i>Invoice Description:</i> #293 WIPER BLADES					
	001-100-622	RPR/MAINT VEHICLES			22.78
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142264	<i>Invoice #:</i> 1133-215891		137.43
<i>Invoice Description:</i> #715 BATTERY					
	001-200-622	RPR/MAINT VEHICLES			137.43
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142265	<i>Invoice #:</i> 1133-216006		133.46
<i>Invoice Description:</i> #243 HUB ASSM					
	001-100-622	RPR/MAINT VEHICLES			133.46
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142266	<i>Invoice #:</i> 1133-217072		72.44
<i>Invoice Description:</i> TRAILER LT/ END					
	001-200-618	RPR/MAINT EQUIPMENT			72.44
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142267	<i>Invoice #:</i> 1133-217074		15.98
<i>Invoice Description:</i> #777 WIPER BLADES					
	001-200-622	RPR/MAINT VEHICLES			15.98
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142268	<i>Invoice #:</i> 1133-217332		25.18
<i>Invoice Description:</i> STK MIRROR REPAIR					
	404-677-516	SUPPLIES/OPERATING			25.18
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142269	<i>Invoice #:</i> 5491-286891		60.94
<i>Invoice Description:</i> LTHR CLNR/ CAR CLNR/ TWLS					
	001-350-622	RPR/MAINT VEHICLES			60.94
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142435	<i>Invoice #:</i> 1133-214851		68.28
<i>Invoice Description:</i> AC BELTS					
	001-325-616	RPR/MAINT PLANT/BLDGS			68.28
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142436	<i>Invoice #:</i> 1133-217412		11.39
<i>Invoice Description:</i> STK FLTR WRNCH/ MUFFLR CLMP					
	001-200-516	SUPPLIES/OPERATING			7.99
	001-210-618	RPR/MAINT EQUIPMENT			3.40
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142437	<i>Invoice #:</i> 1133-218564		6.20
<i>Invoice Description:</i> #700 COOLANT TEMP SNSR CNNCT					
	001-200-622	RPR/MAINT VEHICLES			6.20
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142438	<i>Invoice #:</i> 5491-286885		339.80
<i>Invoice Description:</i> STN 1 DEF FLUID					
	001-175-510	GAS/OIL			339.80
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142439	<i>Invoice #:</i> 5491-287015		233.01
<i>Invoice Description:</i> #316 BATTERY					
	001-410-618	RPR/MAINT EQUIPMENT			233.01
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142440	<i>Invoice #:</i> 5491-287398		12.99
<i>Invoice Description:</i> GOLF CART TIRE PLUG					
	001-350-622	RPR/MAINT VEHICLES			12.99
*****	03/06/2024	8425 FLIGHTSCOPE GOLF LLC	Check	No	22,490.00
<i>Purchase Order #:</i> 240086		<i>Voucher #:</i> 141983	<i>Invoice #:</i> FSG24-0037		22,490.00
<i>Invoice Description:</i> GOLF SIMULATORS					
	001-303-507	EQUIPMENT/SMALL			22,490.00
*****	03/06/2024	7344 FOX VALLEY ANIMAL NUTRITION INC	Check	No	245.77
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142441	<i>Invoice #:</i> 67134		245.77
<i>Invoice Description:</i> WILDLIFE FOOD					

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
	001-410-516	SUPPLIES/OPERATING			245.77
*****	03/06/2024	6493 FRANCEZ, BARBARA JENKINS	Check	No	210.00
	Purchase Order #: 0	Voucher #: 141922	Invoice #: 240209		120.00
	Invoice Description: CARDIO DANCE				
	001-325-612	PROFESSIONAL FEES			120.00
	Purchase Order #: 0	Voucher #: 142196	Invoice #: 240216		90.00
	Invoice Description: CARDIO DANCE				
	001-325-612	PROFESSIONAL FEES			90.00
*****	03/06/2024	710 GALLS, LLC	Check	No	8,246.28
	Purchase Order #: 0	Voucher #: 141984	Invoice #: 026890065		119.98
	Invoice Description: PANTS				
	001-100-540	UNIFORMS			119.98
	Purchase Order #: 0	Voucher #: 141985	Invoice #: 026890066		745.34
	Invoice Description: BATONS/ BOOTS/ BATON HLDRS				
	001-100-540	UNIFORMS			745.34
	Purchase Order #: 0	Voucher #: 141986	Invoice #: 026902123		270.99
	Invoice Description: PARKA				
	001-100-540	UNIFORMS			270.99
	Purchase Order #: 0	Voucher #: 141987	Invoice #: 026902141		270.99
	Invoice Description: PARKA				
	001-100-540	UNIFORMS			270.99
	Purchase Order #: 0	Voucher #: 141988	Invoice #: 026902191		127.99
	Invoice Description: JACKET				
	001-100-540	UNIFORMS			127.99
	Purchase Order #: 0	Voucher #: 141989	Invoice #: 026912289		2,327.00
	Invoice Description: VESTS				
	001-100-507	EQUIPMENT/SMALL			2,327.00
	Purchase Order #: 0	Voucher #: 141990	Invoice #: 026932255		74.08
	Invoice Description: SHIRT				
	001-100-540	UNIFORMS			74.08
	Purchase Order #: 0	Voucher #: 141991	Invoice #: 026932257		62.64
	Invoice Description: ARMORSKIN				
	001-100-540	UNIFORMS			62.64
	Purchase Order #: 0	Voucher #: 141992	Invoice #: 026944896		-140.00
	Invoice Description: CRDT- ARMORSKIN				
	001-100-540	UNIFORMS			-140.00
	Purchase Order #: 0	Voucher #: 142059	Invoice #: 026966755		69.98
	Invoice Description: PANTS				
	001-175-540	UNIFORMS			69.98
	Purchase Order #: 0	Voucher #: 142060	Invoice #: 026966757		804.16
	Invoice Description: SHORTS/ PANTS				
	001-175-540	UNIFORMS			804.16
	Purchase Order #: 0	Voucher #: 142061	Invoice #: 026972697		93.28
	Invoice Description: SHORTS				
	001-175-540	UNIFORMS			93.28
	Purchase Order #: 0	Voucher #: 142062	Invoice #: 026986172		139.96
	Invoice Description: PANTS				
	001-175-540	UNIFORMS			139.96
	Purchase Order #: 0	Voucher #: 142063	Invoice #: 026999369		186.56
	Invoice Description: SHORTS				
	001-175-540	UNIFORMS			186.56
	Purchase Order #: 0	Voucher #: 142064	Invoice #: 026995231		1,431.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> SHIRTS					
	001-175-540	UNIFORMS			1,431.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142065	<i>Invoice #:</i> 026995295		70.00
<i>Invoice Description:</i> PANTS					
	001-175-540	UNIFORMS			70.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142066	<i>Invoice #:</i> 027014079		34.99
<i>Invoice Description:</i> PANTS					
	001-175-540	UNIFORMS			34.99
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142270	<i>Invoice #:</i> 026932264		244.86
<i>Invoice Description:</i> TROUSERS					
	001-100-540	UNIFORMS			244.86
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142271	<i>Invoice #:</i> 026954458		150.00
<i>Invoice Description:</i> RAIN COAT					
	001-100-540	UNIFORMS			150.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142272	<i>Invoice #:</i> 026961159		197.68
<i>Invoice Description:</i> BOOTS/ SHIRT					
	001-100-540	UNIFORMS			197.68
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142273	<i>Invoice #:</i> 026974068		81.69
<i>Invoice Description:</i> SHIRT					
	001-100-540	UNIFORMS			81.69
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142274	<i>Invoice #:</i> 026974074		244.86
<i>Invoice Description:</i> TROUSERS					
	001-100-540	UNIFORMS			244.86
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142378	<i>Invoice #:</i> 026974134		376.46
<i>Invoice Description:</i> STINGERS					
	001-100-516	SUPPLIES/OPERATING			376.46
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142442	<i>Invoice #:</i> 027030893		34.99
<i>Invoice Description:</i> PANTS					
	001-175-540	UNIFORMS			34.99
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142443	<i>Invoice #:</i> 027071718		226.80
<i>Invoice Description:</i> PANTS					
	001-175-540	UNIFORMS			226.80
***** 03/06/2024	5100	GAMBLE, JOHN B, PC	Check	No	504.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142444	<i>Invoice #:</i> TR-2023-1096		364.00
<i>Invoice Description:</i> D. PACETTE					
	001-010-612	PROFESSIONAL FEES			364.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142445	<i>Invoice #:</i> TR-2023-1232		140.00
<i>Invoice Description:</i> J. V. CASTENEDA					
	001-010-612	PROFESSIONAL FEES			140.00
***** 03/06/2024	6049	GILMORE SERVICES	Check	No	428.81
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142275	<i>Invoice #:</i> 0171281		428.81
<i>Invoice Description:</i> SHREDDING <+ 2018 RECORDS					
	001-010-612	PROFESSIONAL FEES			428.81
***** 03/06/2024	706	G&J POWER EQUIPMENT INC	Check	No	1,129.77
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142067	<i>Invoice #:</i> 664834		462.24
<i>Invoice Description:</i> WEEDEATER OIL/ MOWER OIL					
	001-200-510	GAS/OIL			282.24
	001-210-510	GAS/OIL			180.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142068	<i>Invoice #:</i> 664888		229.54
<i>Invoice Description:</i> HEDGER REPAIR					
	001-210-618	RPR/MAINT EQUIPMENT			229.54

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 142069	Invoice #: 664918		437.99
Invoice Description:		LI ION BATTERY/ CHAIN LOOPS			
	403-676-616	RPR/MAINT PLANT/BLDGS			437.99
*****	03/06/2024	728 GLOBAL INDUSTRIAL	Check	No	207.89
Purchase Order #:	0	Voucher #: 141993	Invoice #: 121500103		207.89
Invoice Description:		PARTITION BRACKET KIT			
	001-410-652	STATE PARK EXPENSES			207.89
*****	03/06/2024	723 G N G PLUMBING	Check	No	1,907.67
Purchase Order #:	0	Voucher #: 141994	Invoice #: 322982		13.98
Invoice Description:		WIRE			
	001-301-516	SUPPLIES/OPERATING			13.98
Purchase Order #:	0	Voucher #: 141995	Invoice #: 323039		15.49
Invoice Description:		GAS CONNECTOR			
	001-110-616	RPR/MAINT PLANT/BLDGS			15.49
Purchase Order #:	0	Voucher #: 142070	Invoice #: 322990		39.68
Invoice Description:		TLSCPING PVC/ CPLING			
	001-210-516	SUPPLIES/OPERATING			39.68
Purchase Order #:	0	Voucher #: 142071	Invoice #: 323000		1.98
Invoice Description:		BUSHING			
	001-210-516	SUPPLIES/OPERATING			1.98
Purchase Order #:	0	Voucher #: 142072	Invoice #: 323059		32.95
Invoice Description:		5' GALVANIZED PIPE			
	001-200-516	SUPPLIES/OPERATING			32.95
Purchase Order #:	0	Voucher #: 142073	Invoice #: 323062		23.97
Invoice Description:		WIRE SPLICE KITS			
	001-210-516	SUPPLIES/OPERATING			23.97
Purchase Order #:	0	Voucher #: 142074	Invoice #: 323079		18.06
Invoice Description:		TLSCPNG CPLNG/ ELBOWS			
	001-608-720	ROADWAYS/PAVING/RESURFACE			18.06
Purchase Order #:	0	Voucher #: 142276	Invoice #: I-60969-1		592.38
Invoice Description:		PLUMBING REPAIR			
	001-304-616	RPR/MAINT PLANT/BLDGS			592.38
Purchase Order #:	0	Voucher #: 142277	Invoice #: 322724		24.64
Invoice Description:		CPLNGS/ PVC CMNT/ PRMR			
	001-200-516	SUPPLIES/OPERATING			24.64
Purchase Order #:	0	Voucher #: 142278	Invoice #: 323181		3.38
Invoice Description:		COUPLINGS			
	001-210-516	SUPPLIES/OPERATING			3.38
Purchase Order #:	0	Voucher #: 142446	Invoice #: 322708		42.05
Invoice Description:		ELBOWS/ CONDUIT			
	001-200-516	SUPPLIES/OPERATING			42.05
Purchase Order #:	0	Voucher #: 142447	Invoice #: 322966		32.46
Invoice Description:		DSHWSHR HOSE/ PIN PNCH/ TLT BOLTS			
	001-410-616	RPR/MAINT PLANT/BLDGS			32.46
Purchase Order #:	0	Voucher #: 142448	Invoice #: 323078		38.97
Invoice Description:		RNL KIT/ WSHR/ GSKT			
	001-001-616	RPR/MAINT PLANT/BLDGS			38.97
Purchase Order #:	0	Voucher #: 142449	Invoice #: 323106		3.99
Invoice Description:		OUTLET BOX COVER			
	001-614-734	SHOOTING RANGE			3.99
Purchase Order #:	0	Voucher #: 142450	Invoice #: 323172		126.90
Invoice Description:		GLV NPPLS/ FLR FLNGS/ TEES/ CROSS			

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-410-616 RPR/MAINT PLANT/BLDGS			126.90
		Purchase Order #: 0 Voucher #: 142451 Invoice #: 323193			89.92
		Invoice Description: PVC PIPE/ BSHINGS/ TEES/ CPLNGS			
		001-210-516 SUPPLIES/OPERATING			89.92
		Purchase Order #: 0 Voucher #: 142452 Invoice #: 323323			32.76
		Invoice Description: BALL VLV/ ELBOWS/ TEES			
		001-210-516 SUPPLIES/OPERATING			32.76
		Purchase Order #: 0 Voucher #: 142453 Invoice #: 323338			10.14
		Invoice Description: COUPLINGS			
		001-210-516 SUPPLIES/OPERATING			10.14
		Purchase Order #: 0 Voucher #: 142454 Invoice #: 323367			650.00
		Invoice Description: PVC PIPE/ PVC CMNT/ PRMR/ PVC SAW BLD			
		001-301-618 RPR/MAINT EQUIPMENT			650.00
		Purchase Order #: 0 Voucher #: 142455 Invoice #: 323378			113.97
		Invoice Description: CONTROL FLOATS W/ WEIGHT			
		403-676-616 RPR/MAINT PLANT/BLDGS			113.97
*****	03/06/2024	7372 GO BATTERY	Check	No	442.62
		Purchase Order #: 0 Voucher #: 142075 Invoice #: 30924			106.62
		Invoice Description: CART #2 BRAKE HUB DRUM			
		001-210-618 RPR/MAINT EQUIPMENT			106.62
		Purchase Order #: 0 Voucher #: 142076 Invoice #: 30925			336.00
		Invoice Description: CART #9 TIRES			
		001-210-618 RPR/MAINT EQUIPMENT			336.00
*****	03/06/2024	744 GOODYEAR AUTO SERVICE	Check	No	521.44
		Purchase Order #: 0 Voucher #: 142279 Invoice #: 0000035364			521.44
		Invoice Description: #227 TIRES/ INSTALL			
		001-100-622 RPR/MAINT VEHICLES			521.44
*****	03/06/2024	755 GRAINGER	Check	No	2,037.21
		Purchase Order #: 0 Voucher #: 142077 Invoice #: 9020016201			2,037.21
		Invoice Description: INFRARED HTR			
		403-676-516 SUPPLIES/OPERATING			2,037.21
*****	03/06/2024	8409 GREAT LAKES DREDGE & DOCK COMPANY, LLC	Check	No	5,599,323.34
		Purchase Order #: 0 Voucher #: 141996 Invoice #: 2			5,599,323.34
		Invoice Description: BEACH FILL TO 01/22/24			
		001-611-751 BEACH BERM			5,599,323.34
*****	03/06/2024	3900 GULF CARTS PLUS, LLC	Check	No	632.95
		Purchase Order #: 0 Voucher #: 141997 Invoice #: 6497			232.95
		Invoice Description: CART #3 THRTTL SNSR/ SLNOLD			
		001-210-618 RPR/MAINT EQUIPMENT			232.95
		Purchase Order #: 0 Voucher #: 142456 Invoice #: 6529			400.00
		Invoice Description: GOLF CART WINDSHIELDS			
		001-210-618 RPR/MAINT EQUIPMENT			400.00
*****	03/06/2024	769 GULF COAST MEDIA PAYMENT SERVICES	Check	No	620.72
		Purchase Order #: 0 Voucher #: 141998 Invoice #: 462896			620.72
		Invoice Description: PLANNING COMM LEGAL			
		001-030-612 PROFESSIONAL FEES			620.72
*****	03/06/2024	5627 GULF COAST ORGANIC, INC	Check	No	352.00
		Purchase Order #: 0 Voucher #: 141999 Invoice #: 48849			352.00
		Invoice Description: RYE SEED			

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
	001-608-720	ROADWAYS/PAVING/RESURFACE			352.00
*****	03/06/2024	5789 GULF COAST TOOLS, INC	Check	No	6,897.00
Purchase Order #:	240041	Voucher #: 142000	Invoice #: 363279		3,898.00
Invoice Description:	PLANER				
	001-410-507	EQUIPMENT/SMALL			3,898.00
Purchase Order #:	240058	Voucher #: 142001	Invoice #: 363524		2,999.00
Invoice Description:	TABLE SAW				
	001-410-507	EQUIPMENT/SMALL			2,999.00
*****	03/06/2024	778 GULF SHORES AUTO SUPPLY	Check	No	1,391.80
Purchase Order #:	0	Voucher #: 142002	Invoice #: 068942		83.90
Invoice Description:	NO DISC #280 OIL/ FLTR/ BRK CLNR				
	001-100-622	RPR/MAINT VEHICLES			83.90
Purchase Order #:	0	Voucher #: 142003	Invoice #: 069003		80.51
Invoice Description:	NO DISC #287A OIL/ FLTR/ WNDSHLD WSH				
	001-100-622	RPR/MAINT VEHICLES			80.51
Purchase Order #:	0	Voucher #: 142004	Invoice #: 069115		36.25
Invoice Description:	NO DISC STK FUEL LN HOSE				
	001-200-516	SUPPLIES/OPERATING			36.25
Purchase Order #:	0	Voucher #: 142005	Invoice #: 069101		83.90
Invoice Description:	NO DISC #291 OIL/ FLTR/ BRK CLNR				
	001-100-622	RPR/MAINT VEHICLES			83.90
Purchase Order #:	0	Voucher #: 142078	Invoice #: 068531A		64.32
Invoice Description:	NO DISC #180 OIL/ FLTR/ WNSHLD WSH				
	411-681-622	RPR/MAINT VEHICLES			64.32
Purchase Order #:	0	Voucher #: 142079	Invoice #: 069102		78.90
Invoice Description:	DISC \$1.61 #468 OIL/ FLTR/ WNDSHLD WSH				
	001-175-510	GAS/OIL			70.30
	001-175-622	RPR/MAINT VEHICLES			8.60
Purchase Order #:	0	Voucher #: 142080	Invoice #: 069245		75.70
Invoice Description:	DISC \$1.54 #600 OIL/ FLTR				
	403-676-622	RPR/MAINT VEHICLES			75.70
Purchase Order #:	0	Voucher #: 142081	Invoice #: 069295		67.86
Invoice Description:	DISC \$1.39 #766 OIL/ FLTR				
	001-200-510	GAS/OIL			63.92
	001-200-622	RPR/MAINT VEHICLES			3.94
Purchase Order #:	0	Voucher #: 142280	Invoice #: 067770		53.27
Invoice Description:	NO DISC #308 OIL/ FLTR				
	001-030-510	GAS/OIL			47.94
	001-030-622	RPR/MAINT VEHICLES			5.33
Purchase Order #:	0	Voucher #: 142281	Invoice #: 068943		56.80
Invoice Description:	DISC \$1.16 #280 BK LAMP				
	001-100-622	RPR/MAINT VEHICLES			56.80
Purchase Order #:	0	Voucher #: 142282	Invoice #: 069244		78.90
Invoice Description:	DISC \$1.61 #267 OIL/ FLTR/ WNDSHLD WSH				
	001-100-622	RPR/MAINT VEHICLES			78.90
Purchase Order #:	0	Voucher #: 142283	Invoice #: 069294		99.21
Invoice Description:	DISC \$2.02 #227 OIL/ FLTR/ AIR FLTR				
	001-100-622	RPR/MAINT VEHICLES			99.21
Purchase Order #:	0	Voucher #: 142284	Invoice #: 069296		55.41
Invoice Description:	DISC \$1.13 #171 OIL/ FLTR/ WNSHLD WSH				
	001-410-510	GAS/OIL			55.41
Purchase Order #:	0	Voucher #: 142285	Invoice #: 069452		55.41

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> DISC \$1.13 #245 OIL/ FLTR/ WNDSHLD WSH					
001-100-622		RPR/MAINT VEHICLES			55.41
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142286	<i>Invoice #:</i> 069453		74.39
<i>Invoice Description:</i> DISC \$1.52 #292 OIL/ FLTR/ WNDSHLD WSH					
001-100-622		RPR/MAINT VEHICLES			74.39
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142287	<i>Invoice #:</i> 069454		58.73
<i>Invoice Description:</i> DISC \$1.20 #243 OIL/ FLTR/ BRK CLNR					
001-100-622		RPR/MAINT VEHICLES			58.73
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142288	<i>Invoice #:</i> 561533		2.88
<i>Invoice Description:</i> DISC \$0.06 LSCP TRLR U-BOLTS					
001-210-618		RPR/MAINT EQUIPMENT			2.88
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142457	<i>Invoice #:</i> 069350		27.79
<i>Invoice Description:</i> DISC \$0.57 #100 OIL/ FLTR					
001-410-510		GAS/OIL			27.79
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142590	<i>Invoice #:</i> 069621		55.41
<i>Invoice Description:</i> DISC \$1.13 #275A OIL/ FLTR/ WNSHSLD WSH					
001-100-622		RPR/MAINT VEHICLES			55.41
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142591	<i>Invoice #:</i> 069556		71.07
<i>Invoice Description:</i> DISC \$1.45 #249A OIL/ FLTR/ WNSHSLD WSH					
001-100-622		RPR/MAINT VEHICLES			71.07
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142592	<i>Invoice #:</i> 069622		74.39
<i>Invoice Description:</i> DISC \$1.52 #271 OIL/ FLTR/ WNSHSLD WSH					
001-100-622		RPR/MAINT VEHICLES			74.39
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142593	<i>Invoice #:</i> 069623		56.80
<i>Invoice Description:</i> DISC \$1.16 #271 BRK LAMP					
001-100-622		RPR/MAINT VEHICLES			56.80
*****	03/06/2024	792 GULF STATES DISTRIBUTORS	Check	No	64.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142006	<i>Invoice #:</i> 1460672-IN		64.00
<i>Invoice Description:</i> PANTS					
001-100-540		UNIFORMS			64.00
*****	03/06/2024	8074 HAAS ALERT	Check	No	2,630.78
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142082	<i>Invoice #:</i> INV23265		2,630.78
<i>Invoice Description:</i> ANN'L ALERTING SVC RENWL					
001-175-612		PROFESSIONAL FEES			2,630.78
*****	03/06/2024	806 HACH COMPANY	Check	No	1,406.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142458	<i>Invoice #:</i> 13923592		1,406.00
<i>Invoice Description:</i> AGAR PLATES/ TNT+/ BTTL CARRIER					
403-676-516		SUPPLIES/OPERATING			1,406.00
*****	03/06/2024	7097 HARRIS CONTRACTING SERVICES INC	Check	No	41,900.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142007	<i>Invoice #:</i> OB-0110-01		41,900.00
<i>Invoice Description:</i> SFBLL FLD LIGHT INSTALL					
001-609-721		SPORTSPLEX			41,900.00
*****	03/06/2024	1335 HENRY SCHEIN INC	Check	No	9,291.58
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142459	<i>Invoice #:</i> 70323838		5.37
<i>Invoice Description:</i> EMS SUPPLIES					
001-175-516		SUPPLIES/OPERATING			5.37
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142460	<i>Invoice #:</i> 71152922		427.96
<i>Invoice Description:</i> EMS SUPPLIES					
001-175-516		SUPPLIES/OPERATING			427.96
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142461	<i>Invoice #:</i> 71231193		18.27

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> EMS SUPPLIES					
	001-175-516	SUPPLIES/OPERATING			18.27
<i>Purchase Order #:</i>	240062	<i>Voucher #:</i> 142462	<i>Invoice #:</i> 71283930		6,780.73
<i>Invoice Description:</i> BRTHR PACK/ RSPNDR PACK					
	001-175-507	EQUIPMENT/SMALL			6,780.73
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142463	<i>Invoice #:</i> 72045821		540.44
<i>Invoice Description:</i> EMS SUPPLIES					
	001-175-516	SUPPLIES/OPERATING			540.44
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142464	<i>Invoice #:</i> 72045115		1,518.81
<i>Invoice Description:</i> EMS SUPPLIES					
	001-175-516	SUPPLIES/OPERATING			1,518.81
*****	03/06/2024	8310 HILL, JOAN G.	Check	No	90.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142289	<i>Invoice #:</i> 037		30.00
<i>Invoice Description:</i> WATER FITNESS					
	001-302-612	PROFESSIONAL FEES			30.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142290	<i>Invoice #:</i> 038		60.00
<i>Invoice Description:</i> WATER FITNESS					
	001-302-612	PROFESSIONAL FEES			60.00
*****	03/06/2024	8177 HODGE, LONNIE	Check	No	162.50
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142465	<i>Invoice #:</i> 240222		162.50
<i>Invoice Description:</i> ADV PHN PHTGRPHY CLSS					
	430-682-612	PROFESSIONAL FEES			162.50
*****	03/06/2024	865 HOOD'S DISCOUNT HOME CTR.	Check	No	4,722.30
<i>Purchase Order #:</i>	240040	<i>Voucher #:</i> 142008	<i>Invoice #:</i> 240119		4,722.30
<i>Invoice Description:</i> CABINETS					
	001-410-616	RPR/MAINT PLANT/BLDGS			4,722.30
*****	03/06/2024	7525 HUDSON OFFICE SUPPLY, INC	Check	No	1,231.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142466	<i>Invoice #:</i> 216541		1,231.00
<i>Invoice Description:</i> RECORD BINDERS					
	001-001-516	SUPPLIES/OPERATING			1,231.00
*****	03/06/2024	880 HUNTER SECURITY INC	Check	No	305.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142009	<i>Invoice #:</i> 936921		305.00
<i>Invoice Description:</i> FEB 2024					
	001-410-612	PROFESSIONAL FEES			130.00
	404-677-612	PROFESSIONAL FEES			55.00
	411-681-616	RPR/MAINT BUILDING			40.00
	430-682-612	PROFESSIONAL FEES			80.00
*****	03/06/2024	7822 ICE PLANT, INC.	Check	No	650.40
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142291	<i>Invoice #:</i> 33-4496607		285.00
<i>Invoice Description:</i> ICE					
	001-200-516	SUPPLIES/OPERATING			185.00
	001-210-516	SUPPLIES/OPERATING			100.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142467	<i>Invoice #:</i> 33-4496609		365.40
<i>Invoice Description:</i> ICE					
	001-301-516	SUPPLIES/OPERATING			365.40
*****	03/06/2024	230 IMPERIAL DADE	Check	No	629.55
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142010	<i>Invoice #:</i> 15795012		294.25
<i>Invoice Description:</i> T-TISS/ P-TWLS/ CAN LNRS					
	001-030-513	SUPPLIES/JANITORIAL			294.25

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 142292	Invoice #: 15868246		335.30
Invoice Description:		CAN LINERS			
001-010-513		SUPPLIES/JANITORIAL			335.30
*****	03/06/2024	3748 INTERIOR / EXTERIOR	Check	No	101.38
Purchase Order #:	0	Voucher #: 142468	Invoice #: 2298440-00		101.38
Invoice Description:		DISC \$1.02 CEILING TILES			
001-010-616		RPR/MAINT PLANT/BLDGS			101.38
*****	03/06/2024	940 INTERSTATE PRINTING & GRAPH	Check	No	92.00
Purchase Order #:	0	Voucher #: 142469	Invoice #: 43953		92.00
Invoice Description:		HR BIZ CARDS			
001-001-516		SUPPLIES/OPERATING			92.00
*****	03/06/2024	871 JIM HOUSE & ASSOCIATES	Check	No	3,596.00
Purchase Order #:	0	Voucher #: 142293	Invoice #: 22499		1,290.00
Invoice Description:		DOC'S LS OZONE OXDZR			
403-676-616		RPR/MAINT PLANT/BLDGS			1,290.00
Purchase Order #:	0	Voucher #: 142294	Invoice #: 22500		2,306.00
Invoice Description:		ONO ISLND LS OXDZR INSTL			
403-676-616		RPR/MAINT PLANT/BLDGS			2,306.00
*****	03/06/2024	3302 J & M TACKLE	Check	No	140.11
Purchase Order #:	0	Voucher #: 142470	Invoice #: 2155886		18.00
Invoice Description:		200' NYLON ROPE			
001-301-618		RPR/MAINT EQUIPMENT			18.00
Purchase Order #:	0	Voucher #: 142471	Invoice #: 2156188		2.25
Invoice Description:		SHRIMP			
001-410-516		SUPPLIES/OPERATING			2.25
Purchase Order #:	0	Voucher #: 142472	Invoice #: 02157280		54.00
Invoice Description:		200' NYLON ROPE			
001-301-620		RPR/MAINT GROUNDS			54.00
Purchase Order #:	0	Voucher #: 142473	Invoice #: 2157885		27.00
Invoice Description:		100' NYLON ROPE			
001-301-516		SUPPLIES/OPERATING			27.00
Purchase Order #:	0	Voucher #: 142474	Invoice #: 2157290		38.86
Invoice Description:		STN 1 BRSH 11 9.966 GAL DSL			
001-175-510		GAS/OIL			38.86
*****	03/06/2024	6445 LAMAR COMPANIES	Check	No	4,900.00
Purchase Order #:	240013	Voucher #: 142475	Invoice #: 115651327		2,550.00
Invoice Description:		ART FEST BILLBOARD ADS			
430-682-649		FESTIVALS EXPENSES			2,550.00
Purchase Order #:	240013	Voucher #: 142582	Invoice #: 115651329		2,350.00
Invoice Description:		ART FEST BILLBOARDS			
430-682-649		FESTIVALS EXPENSES			2,350.00
*****	03/06/2024	6184 LARSON ELECTRONICS LLC	Check	No	553.41
Purchase Order #:	0	Voucher #: 142011	Invoice #: 274839		553.41
Invoice Description:		#379 RED LED LT BAR			
001-410-507		EQUIPMENT/SMALL			553.41
*****	03/06/2024	1234 LIBERTY LINEN	Check	No	2,376.63
Purchase Order #:	0	Voucher #: 142012	Invoice #: 207415		518.80
Invoice Description:		P-TWLS/ GLVS/ TLT BWL CLPS/ ODOBAN			
001-200-513		SUPPLIES/JANITORIAL			518.80

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 142013	Invoice #: 207467		90.00
Invoice Description:	GLOVES				
001-410-513	SUPPLIES/JANITORIAL			90.00	
Purchase Order #:	0	Voucher #: 142014	Invoice #: 207494		180.00
Invoice Description:	CAN LINERS/ GLOVES				
001-410-513	SUPPLIES/JANITORIAL			36.00	
001-410-652	STATE PARK EXPENSES			144.00	
Purchase Order #:	0	Voucher #: 142015	Invoice #: 207568		166.00
Invoice Description:	T-TISSUE				
430-682-616	RPR/MAINT PLANT/BLDGS			166.00	
Purchase Order #:	0	Voucher #: 142083	Invoice #: 207448		168.00
Invoice Description:	LAUNDRY DET				
001-175-513	SUPPLIES/JANITORIAL			168.00	
Purchase Order #:	0	Voucher #: 142295	Invoice #: 207451		95.60
Invoice Description:	KLEENEX/ LYSOL WIPES				
001-020-516	SUPPLIES/OPERATING			95.60	
Purchase Order #:	0	Voucher #: 142296	Invoice #: 207590		27.00
Invoice Description:	P-TWLS				
001-410-513	SUPPLIES/JANITORIAL			27.00	
Purchase Order #:	0	Voucher #: 142297	Invoice #: 207664		96.00
Invoice Description:	P-TWLS/ GLOVES				
001-410-513	SUPPLIES/JANITORIAL			96.00	
Purchase Order #:	0	Voucher #: 142298	Invoice #: 207697		180.00
Invoice Description:	GLOVES				
001-410-513	SUPPLIES/JANITORIAL			180.00	
Purchase Order #:	0	Voucher #: 142476	Invoice #: 207595		720.67
Invoice Description:	P-TWLS/ T-TISS/ PLEDGE/ DEGREASER				
001-175-513	SUPPLIES/JANITORIAL			720.67	
Purchase Order #:	0	Voucher #: 142477	Invoice #: 207690		40.00
Invoice Description:	T-TISSUE				
001-001-650	EXHIBITIONS & PROMOTIONS			40.00	
Purchase Order #:	0	Voucher #: 142478	Invoice #: 207771		48.18
Invoice Description:	GREEN KLEAN TABLETS				
001-325-513	SUPPLIES/JANITORIAL			48.18	
Purchase Order #:	0	Voucher #: 142479	Invoice #: 207800		46.38
Invoice Description:	FLOOR MAT				
430-682-513	SUPPLIES/JANITORIAL			46.38	
*****	03/06/2024	1259 LOWE'S COMPANIES, INC	Check	No	6,069.28
Purchase Order #:	0	Voucher #: 142016	Invoice #: 71237		256.44
Invoice Description:	CLNG FAN				
001-410-616	RPR/MAINT PLANT/BLDGS			256.44	
Purchase Order #:	0	Voucher #: 142017	Invoice #: 72137		171.83
Invoice Description:	FLDNG TBLS/ STAKES/ SCREWS				
411-681-516	SUPPLIES/OPERATING			171.83	
Purchase Order #:	0	Voucher #: 142018	Invoice #: 73295		304.34
Invoice Description:	CIRC SAW/ STAKES/ HAMMER				
411-681-507	EQUIPMENT/SMALL			189.05	
411-681-516	SUPPLIES/OPERATING			115.29	
Purchase Order #:	0	Voucher #: 142019	Invoice #: 93057		77.86
Invoice Description:	CONCRETE PLACER				
001-200-516	SUPPLIES/OPERATING			77.86	
Purchase Order #:	0	Voucher #: 142020	Invoice #: 93109		166.34

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> T-TISS HLDR/ WNDO FILM/ DOOR SEAL					
001-410-616		RPR/MAINT PLANT/BLDGS			166.34
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142021	<i>Invoice #:</i> 93121		161.81
<i>Invoice Description:</i> INSPCTN SCOPE/ NUT DRVR SET/ BIT DRVR					
001-410-516		SUPPLIES/OPERATING			161.81
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142022	<i>Invoice #:</i> 924771		52.60
<i>Invoice Description:</i> SCREWS/ DRIVER SET					
001-410-616		RPR/MAINT PLANT/BLDGS			52.60
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142084	<i>Invoice #:</i> 73280		27.84
<i>Invoice Description:</i> GALV PIPE					
001-200-516		SUPPLIES/OPERATING			27.84
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142085	<i>Invoice #:</i> 94321		143.37
<i>Invoice Description:</i> TOOL BTTRIES/ FLAT PRFRTD STEEL					
403-676-516		SUPPLIES/OPERATING			143.37
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142299	<i>Invoice #:</i> 24304		252.68
<i>Invoice Description:</i> CONDUIT/ CNNCTRS/ WR CNNCTRS					
001-614-734		SHOOTING RANGE			252.68
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142300	<i>Invoice #:</i> 24309		166.60
<i>Invoice Description:</i> GALV EXT ANCHOR BOLTS					
001-614-734		SHOOTING RANGE			166.60
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142301	<i>Invoice #:</i> 24418		3.94
<i>Invoice Description:</i> CONDUIT FTTNG/ ELEC BOX CVR					
001-410-516		SUPPLIES/OPERATING			3.94
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142302	<i>Invoice #:</i> 77844		108.30
<i>Invoice Description:</i> DECK SCREWS					
001-614-734		SHOOTING RANGE			108.30
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142303	<i>Invoice #:</i> 79474		1,490.40
<i>Invoice Description:</i> QUIKRETE					
001-614-734		SHOOTING RANGE			1,490.40
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142304	<i>Invoice #:</i> 82770		36.99
<i>Invoice Description:</i> COVERALLS/ GOGGLES					
001-614-734		SHOOTING RANGE			36.99
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142305	<i>Invoice #:</i> 85125		76.34
<i>Invoice Description:</i> MRKNG WAND/ BAR TIES/ SPRY PNT					
001-614-734		SHOOTING RANGE			76.34
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142306	<i>Invoice #:</i> 98268		996.70
<i>Invoice Description:</i> QUIKRETE					
001-614-734		SHOOTING RANGE			996.70
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142307	<i>Invoice #:</i> 99693		44.07
<i>Invoice Description:</i> CNDT CNNCTRS/ GRNDG CNNCTR					
001-614-734		SHOOTING RANGE			44.07
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142308	<i>Invoice #:</i> 924273		67.00
<i>Invoice Description:</i> GALV EXT ANCHOR BOLTS					
001-614-734		SHOOTING RANGE			67.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142309	<i>Invoice #:</i> 9924301		56.76
<i>Invoice Description:</i> GRND CNNCTRS/ PLUG					
001-410-516		SUPPLIES/OPERATING			56.76
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142480	<i>Invoice #:</i> 24673		85.85
<i>Invoice Description:</i> VC FLTR/ ATTACHMENTS					
001-325-516		SUPPLIES/OPERATING			85.85
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 142481	<i>Invoice #:</i> 24736		634.33
<i>Invoice Description:</i> SOFFIT/ SIDING TRIM/ PVC COIL					
430-682-616		RPR/MAINT PLANT/BLDGS			634.33

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 142482	Invoice #: 74085		331.55
Invoice Description:		MITER SAW			
	001-410-507	EQUIPMENT/SMALL			331.55
Purchase Order #:	0	Voucher #: 142483	Invoice #: 94031		102.18
Invoice Description:		PNTD PINE BRD/ PVC BRD/ SHIMS			
	001-410-616	RPR/MAINT PLANT/BLDGS			102.18
Purchase Order #:	0	Voucher #: 142484	Invoice #: 924788		242.25
Invoice Description:		GRG CABINET/ CORD STG REEL/ WIRE			
	001-375-507	EQUIPMENT/SMALL			242.25
Purchase Order #:	0	Voucher #: 142485	Invoice #: 924977		10.91
Invoice Description:		CONTACT CEMENT			
	001-175-616	RPR/MAINT PLANT/BLDGS			10.91
*****	03/06/2024	7402 LYLE MACHINERY CO	Check	No	1,255.80
Purchase Order #:	0	Voucher #: 142310	Invoice #: W11704		1,255.80
Invoice Description:		#384 REPAIR			
	001-410-618	RPR/MAINT EQUIPMENT			1,255.80
*****	03/06/2024	1320 MATHES OF ALABAMA ELECTRIC SUPPLY CO	Check	No	2,137.48
Purchase Order #:	240038	Voucher #: 142023	Invoice #: 623410-01		1,094.86
Invoice Description:		DISC \$22.34 17" BRNZ POSTS			
	001-608-720	ROADWAYS/PAVING/RESURFACE			1,094.86
Purchase Order #:	0	Voucher #: 142086	Invoice #: 626011-00		361.07
Invoice Description:		DISC \$7.37 STN 3 ELEC SUPPLIES			
	001-175-616	RPR/MAINT PLANT/BLDGS			361.07
Purchase Order #:	0	Voucher #: 142486	Invoice #: 626695-00		48.79
Invoice Description:		DISC \$1.00 RECEPT/ CNNCTRS/ COVER/ BOX			
	001-410-516	SUPPLIES/OPERATING			48.79
Purchase Order #:	0	Voucher #: 142487	Invoice #: 627277-00		179.24
Invoice Description:		DISC \$3.66 14" TIES			
	001-301-516	SUPPLIES/OPERATING			179.24
Purchase Order #:	0	Voucher #: 142488	Invoice #: 627506-00		101.83
Invoice Description:		DISC \$2.08 LT FXTRS/ BULBS			
	001-325-616	RPR/MAINT PLANT/BLDGS			101.83
Purchase Order #:	0	Voucher #: 142489	Invoice #: 627508-00		54.91
Invoice Description:		DISC \$1.12 LT FXTR			
	001-302-616	RPR/MAINT PLANT/BLDGS			54.91
Purchase Order #:	0	Voucher #: 142594	Invoice #: 627509-00		296.78
Invoice Description:		DISC \$6.06 LT FXTRS			
	001-110-616	RPR/MAINT PLANT/BLDGS			296.78
*****	03/06/2024	8057 MCCAGHREN, LAUREN CANTRELL	Check	No	120.00
Purchase Order #:	0	Voucher #: 141923	Invoice #: 240209		60.00
Invoice Description:		CRDO DNC/ DNC PRY			
	001-325-612	PROFESSIONAL FEES			60.00
Purchase Order #:	0	Voucher #: 142197	Invoice #: 240216		60.00
Invoice Description:		CARDIO DNC/ DNC PRY			
	001-325-612	PROFESSIONAL FEES			60.00
*****	03/06/2024	6692 McLEOD AND ASSOC.	Check	No	229.00
Purchase Order #:	0	Voucher #: 142087	Invoice #: 9615		229.00
Invoice Description:		MCHNC HAND SOAP			
	001-200-516	SUPPLIES/OPERATING			229.00
*****	03/06/2024	7506 McMURRAY, JAMES	Check	No	43.20

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 142490	Invoice #: 240221		43.20
Invoice Description:		REIMB PARAMEDIC LIC FEE			
001-175-608		DUES/MEMBERSHIP/SUBSCRIPT			43.20
*****	03/06/2024	6179 MEDIACOM	Check	No	967.68
Purchase Order #:	0	Voucher #: 142491	Invoice #: 24-03		967.68
Invoice Description:		ACCT 4667 MAR 2024			
001-325-612		PROFESSIONAL FEES			967.68
*****	03/06/2024	425 MICHAEL A DASINGER III	Check	No	3,333.33
Purchase Order #:	0	Voucher #: 141968	Invoice #: 240205		3,333.33
Invoice Description:		FEBRUARY 2024			
001-010-612		PROFESSIONAL FEES			3,333.33
*****	03/06/2024	6600 MITCHELL 1	Check	No	3,548.80
Purchase Order #:	240014	Voucher #: 142088	Invoice #: 30399950		3,548.80
Invoice Description:		SHOP MGMT SFWR RNWL			
404-677-612		PROFESSIONAL FEES			3,548.80
*****	03/06/2024	1342 MOBILE ASPHALT COMPANY	Check	No	90.10
Purchase Order #:	0	Voucher #: 142089	Invoice #: 29189		90.10
Invoice Description:		PATCHING			
001-608-720		ROADWAYS/PAVING/RESURFACE			90.10
*****	03/06/2024	1390 MOYER FORD SALES, INC	Check	No	893.76
Purchase Order #:	0	Voucher #: 142090	Invoice #: 712817		893.76
Invoice Description:		#749 SEAT PCS/ STRNG WHL ASSM			
001-200-622		RPR/MAINT VEHICLES			893.76
*****	03/06/2024	7132 MURPHY, MICHELLE	Check	No	240.00
Purchase Order #:	0	Voucher #: 141924	Invoice #: 240209		120.00
Invoice Description:		ZUMBA			
001-325-612		PROFESSIONAL FEES			120.00
Purchase Order #:	0	Voucher #: 142198	Invoice #: 240216		120.00
Invoice Description:		ZUMBA			
001-325-612		PROFESSIONAL FEES			120.00
*****	03/06/2024	5818 MURRAY, DIANE	Check	No	897.00
Purchase Order #:	0	Voucher #: 142091	Invoice #: 240208		897.00
Invoice Description:		INTRMDT WTRCLR CLASS			
430-682-612		PROFESSIONAL FEES			897.00
*****	03/06/2024	1419 NAFECO, INC	Check	No	4,086.20
Purchase Order #:	0	Voucher #: 142092	Invoice #: 1256241		2,012.00
Invoice Description:		THERMAL IMGNG CAMERA			
001-175-507		EQUIPMENT/SMALL			2,012.00
Purchase Order #:	230469	Voucher #: 142492	Invoice #: 1257960		1,833.69
Invoice Description:		S CAMPBLL COAT/ PANTS			
001-175-507		EQUIPMENT/SMALL			1,833.69
Purchase Order #:	0	Voucher #: 142493	Invoice #: 1258139		240.51
Invoice Description:		TURNOUT GEAR REPAIR			
001-175-618		RPR MAINT/EQUIPMENT			240.51
*****	03/06/2024	8436 NATIONAL OUTDOOR FURNITURE, INC.	Check	No	8,075.00
Purchase Order #:	240051	Voucher #: 142311	Invoice #: 3971-6946		8,075.00
Invoice Description:		PICNIC TABLES/ BENCHES			
001-302-616		RPR/MAINT PLANT/BLDGS			8,075.00

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	03/06/2024	1515 ODP OFFICE SOLUTIONS, LLC	Check	No	491.08
	Purchase Order #: 0	Voucher #: 142093	Invoice #: 352965693001		14.99
	Invoice Description: CLASPED FOLDERS				
	001-200-516	SUPPLIES/OPERATING			14.99
	Purchase Order #: 0	Voucher #: 142094	Invoice #: 352966992001		7.18
	Invoice Description: PENS				
	001-200-516	SUPPLIES/OPERATING			7.18
	Purchase Order #: 0	Voucher #: 142095	Invoice #: 352966994001		64.97
	Invoice Description: TAPE/ SHRS/ CLPBRDS/ FLDRS				
	001-200-516	SUPPLIES/OPERATING			64.97
	Purchase Order #: 0	Voucher #: 142096	Invoice #: 353088800001		403.94
	Invoice Description: INK/ CHAIR MAT/ PENS/ TISSUE				
	001-100-507	EQUIPMENT/SMALL			48.34
	001-100-516	SUPPLIES/OPERATING			270.61
	001-120-516	SUPPLIES/OPERATING			84.99
*****	03/06/2024	1520 ORANGE BEACH AUTO & MARINE	Check	No	316.93
	Purchase Order #: 0	Voucher #: 142097	Invoice #: 58689		136.43
	Invoice Description: V-BELT/ KEY				
	403-676-616	RPR/MAINT PLANT/BLDGS			136.43
	Purchase Order #: 0	Voucher #: 142494	Invoice #: 58865		9.18
	Invoice Description: #350 HT SHRNK FML PARTS				
	001-614-731	GOMESA			9.18
	Purchase Order #: 0	Voucher #: 142495	Invoice #: 59000		131.80
	Invoice Description: #718 HYDRCLC HOSE/ O-RINGS				
	001-200-618	RPR/MAINT EQUIPMENT			131.80
	Purchase Order #: 0	Voucher #: 142496	Invoice #: 59001		39.52
	Invoice Description: STK FRAME/ FILES/ KEY/ HCK SAW BLDS				
	001-210-516	SUPPLIES/OPERATING			39.52
*****	03/06/2024	6752 ORANGE BEACH HARDWARE STORE	Check	No	68.37
	Purchase Order #: 0	Voucher #: 142098	Invoice #: 22942		62.87
	Invoice Description: STAKES/ FLAG TAPE				
	001-410-516	SUPPLIES/OPERATING			62.87
	Purchase Order #: 0	Voucher #: 142497	Invoice #: 23111		5.50
	Invoice Description: #350 HS RING				
	001-614-731	GOMESA			5.50
*****	03/06/2024	8253 ORANGE BEACH PRESBYTERIAN CHURCH	Check	No	200.00
	Purchase Order #: 0	Voucher #: 142596	Invoice #: 240309		200.00
	Invoice Description: '24 ART FEST PARKING				
	430-682-649	FESTIVALS EXPENSES			200.00
*****	03/06/2024	6345 PACESETTER PERSONNEL SERVICES	Check	No	3,859.20
	Purchase Order #: 0	Voucher #: 142099	Invoice #: 90818PEN		1,929.60
	Invoice Description: LABOR				
	001-210-612	PROFESSIONAL FEES			1,929.60
	Purchase Order #: 0	Voucher #: 142312	Invoice #: 90849PEN		1,929.60
	Invoice Description: LABOR				
	001-210-612	PROFESSIONAL FEES			1,929.60
*****	03/06/2024	8284 PAM'S EMBROIDERY & SEWING	Check	No	10.00
	Purchase Order #: 0	Voucher #: 142498	Invoice #: 7984A		10.00
	Invoice Description: SHORT PD CHK 163207				
	001-100-540	UNIFORMS	Accrual		10.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	03/06/2024	5884 PARADISE PROMOTIONS	Check	No	175.00
Purchase Order #:	0	Voucher #: 142499	Invoice #: 2026784		175.00
Invoice Description:	EMBROIDERY				
001-175-540	UNIFORMS				175.00
*****	03/06/2024	6382 PARIS ACE HARDWARE	Check	No	2,519.88
Purchase Order #:	0	Voucher #: 142100	Invoice #: 35311461		35.07
Invoice Description:	RAFTER ANGLE SQUARE/ GLOVES				
001-200-516	SUPPLIES/OPERATING				35.07
Purchase Order #:	0	Voucher #: 142101	Invoice #: 35320057		15.80
Invoice Description:	STAIN/ BRUSH				
001-304-616	RPR/MAINT PLANT/BLDGS				15.80
Purchase Order #:	0	Voucher #: 142102	Invoice #: 35320675		83.97
Invoice Description:	STUBBY TOOL SETS				
001-410-516	SUPPLIES/OPERATING				83.97
Purchase Order #:	0	Voucher #: 142103	Invoice #: 35320719		13.47
Invoice Description:	COUPLINGS/ PVC PIPE				
001-200-516	SUPPLIES/OPERATING				13.47
Purchase Order #:	0	Voucher #: 142104	Invoice #: 35321438		31.99
Invoice Description:	NAILS/ NUTS/ BOLTS				
001-410-620	RPR/MAINT GROUNDS				31.99
Purchase Order #:	0	Voucher #: 142105	Invoice #: 35321701		31.89
Invoice Description:	MR CLN ERSRS/ BLCH/ CLNRS				
001-410-513	SUPPLIES/JANITORIAL				31.89
Purchase Order #:	0	Voucher #: 142106	Invoice #: 35321888		42.70
Invoice Description:	12.2 GAL PROPANE				
001-410-516	SUPPLIES/OPERATING				42.70
Purchase Order #:	0	Voucher #: 142107	Invoice #: 35321912		40.02
Invoice Description:	RECIP SAW BLADES				
430-682-616	RPR/MAINT PLANT/BLDGS				40.02
Purchase Order #:	0	Voucher #: 142108	Invoice #: 35321940		26.99
Invoice Description:	CONST ADHESIVE				
430-682-616	RPR/MAINT PLANT/BLDGS				26.99
Purchase Order #:	0	Voucher #: 142109	Invoice #: 35322359		18.66
Invoice Description:	NEW PLRS UTV BASE/ NUTS/ BOLTS				
001-410-618	RPR/MAINT EQUIPMENT				18.66
Purchase Order #:	0	Voucher #: 142110	Invoice #: 35322405		8.20
Invoice Description:	KEYS				
001-301-516	SUPPLIES/OPERATING				8.20
Purchase Order #:	0	Voucher #: 142111	Invoice #: 35322651		27.03
Invoice Description:	HYDRCL CMNT/ PAIL				
001-200-516	SUPPLIES/OPERATING				27.03
Purchase Order #:	0	Voucher #: 142112	Invoice #: 35322811		10.32
Invoice Description:	ADPTR TRMNL PVC/ LOCK NUTS				
001-608-720	ROADWAYS/PAVING/RESURFACE				10.32
Purchase Order #:	0	Voucher #: 142113	Invoice #: 35322869		15.18
Invoice Description:	CAULK/ WIRE CNNCTRS/ NUTS/ BOLTS				
001-301-516	SUPPLIES/OPERATING				15.18
Purchase Order #:	0	Voucher #: 142114	Invoice #: 35323303		8.99
Invoice Description:	MARKING PAINT				
411-681-516	SUPPLIES/OPERATING				8.99
Purchase Order #:	0	Voucher #: 142115	Invoice #: 35323326		16.78
Invoice Description:	STNCL SET/ SPRY PNT				

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		403-676-516 SUPPLIES/OPERATING			16.78
	Purchase Order #:	0 Voucher #: 142116	Invoice #: 35323358		14.39
	Invoice Description:	BLACK PIPE TUBE			
		001-200-516 SUPPLIES/OPERATING			14.39
	Purchase Order #:	0 Voucher #: 142117	Invoice #: 35323876		25.82
	Invoice Description:	CHAINSAW CHAIN			
		403-676-516 SUPPLIES/OPERATING			25.82
	Purchase Order #:	0 Voucher #: 142118	Invoice #: 35324404		5.93
	Invoice Description:	GLUE			
		430-682-618 RPR/MAINT EQUIPMENT			5.93
	Purchase Order #:	0 Voucher #: 142119	Invoice #: 35325141		3.28
	Invoice Description:	KEYS			
		430-682-516 SUPPLIES/OPERATING			3.28
	Purchase Order #:	0 Voucher #: 142313	Invoice #: 35318553		10.79
	Invoice Description:	ROOF CAP NAILS			
		001-100-620 RPR/MAINT GROUNDS			10.79
	Purchase Order #:	0 Voucher #: 142314	Invoice #: 35318651		44.98
	Invoice Description:	PVC CUTTER			
		001-200-516 SUPPLIES/OPERATING			44.98
	Purchase Order #:	0 Voucher #: 142315	Invoice #: 35318733		6.83
	Invoice Description:	ELEC TAPE			
		001-100-618 RPR/MAINT EQUIP			6.83
	Purchase Order #:	0 Voucher #: 142316	Invoice #: 35319088		26.26
	Invoice Description:	GAS CAN			
		001-200-516 SUPPLIES/OPERATING			26.26
	Purchase Order #:	0 Voucher #: 142317	Invoice #: 35319113		38.97
	Invoice Description:	PROPANE 16OZ BTTLs			
		001-100-620 RPR/MAINT GROUNDS			38.97
	Purchase Order #:	0 Voucher #: 142318	Invoice #: 35319434		28.72
	Invoice Description:	SS CLAMPS			
		001-100-516 SUPPLIES/OPERATING			28.72
	Purchase Order #:	0 Voucher #: 142319	Invoice #: 35319472		31.74
	Invoice Description:	CBL TIES/ NUTS/ BOLTS			
		001-100-516 SUPPLIES/OPERATING			31.74
	Purchase Order #:	0 Voucher #: 142320	Invoice #: 35322917		3.59
	Invoice Description:	DRILL BITS			
		001-100-516 SUPPLIES/OPERATING			3.59
	Purchase Order #:	0 Voucher #: 142321	Invoice #: 35323570		95.27
	Invoice Description:	RECVRY STRAPS/ PLIERS/ MTNG TAPE			
		001-410-516 SUPPLIES/OPERATING			95.27
	Purchase Order #:	0 Voucher #: 142322	Invoice #: 35324345		52.16
	Invoice Description:	GLOVES/ SHOWERHEAD ADJ CHRM			
		001-410-516 SUPPLIES/OPERATING			44.97
		001-410-652 STATE PARK EXPENSES			7.19
	Purchase Order #:	0 Voucher #: 142323	Invoice #: 35324545		7.00
	Invoice Description:	2 GAL PROPANE			
		001-100-516 SUPPLIES/OPERATING			7.00
	Purchase Order #:	0 Voucher #: 142324	Invoice #: 35324727		28.30
	Invoice Description:	STAPLES			
		001-614-734 SHOOTING RANGE			28.30
	Purchase Order #:	0 Voucher #: 142325	Invoice #: 35325017		19.08
	Invoice Description:	BUCKETS			
		001-210-516 SUPPLIES/OPERATING			19.08

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 142326	Invoice #: 35325161		171.74
Invoice Description:		GRN SCOOPS/ SLDG HMMRS/ BROOMS			
	001-100-620	RPR/MAINT GROUNDS		171.74	
Purchase Order #:	0	Voucher #: 142327	Invoice #: 35325202		12.14
Invoice Description:		BIRD FOOD/ GLUE STICKS			
	001-410-516	SUPPLIES/OPERATING		12.14	
Purchase Order #:	0	Voucher #: 142328	Invoice #: 35325446		164.56
Invoice Description:		PAINT/ SCREWS/ PAIRS/ LIDS/ RLLRS			
	001-410-516	SUPPLIES/OPERATING		164.56	
Purchase Order #:	0	Voucher #: 142329	Invoice #: 35325500		59.46
Invoice Description:		CABLE/ TURNBKLS/ CLIPS			
	001-301-516	SUPPLIES/OPERATING		59.46	
Purchase Order #:	0	Voucher #: 142330	Invoice #: 35325898		30.21
Invoice Description:		PADLOCK/ CAULK/ STAPLES			
	001-100-516	SUPPLIES/OPERATING		30.21	
Purchase Order #:	0	Voucher #: 142331	Invoice #: 35325986		11.34
Invoice Description:		NUTS/ BOLTS			
	403-676-516	SUPPLIES/OPERATING		11.34	
Purchase Order #:	0	Voucher #: 142332	Invoice #: 35326008		12.59
Invoice Description:		SOCKET ADPTR SET			
	001-302-516	SUPPLIES/OPERATING		12.59	
Purchase Order #:	0	Voucher #: 142333	Invoice #: 35328483		34.00
Invoice Description:		SPRING SNAPS/ ROPE CLIPS			
	001-301-516	SUPPLIES/OPERATING		34.00	
Purchase Order #:	0	Voucher #: 142500	Invoice #: 35317348		23.10
Invoice Description:		BALLCOCK/ BITS			
	001-410-516	SUPPLIES/OPERATING		23.10	
Purchase Order #:	0	Voucher #: 142501	Invoice #: 35319416		8.62
Invoice Description:		P-TRAP/ PVC ADPTR			
	001-410-616	RPR/MAINT PLANT/BLDGS		8.62	
Purchase Order #:	0	Voucher #: 142502	Invoice #: 35319438		9.52
Invoice Description:		EXT TUBES			
	001-410-616	RPR/MAINT PLANT/BLDGS		9.52	
Purchase Order #:	0	Voucher #: 142503	Invoice #: 31359444		8.99
Invoice Description:		SANDING DISCS			
	001-410-516	SUPPLIES/OPERATING		8.99	
Purchase Order #:	0	Voucher #: 142504	Invoice #: 35319636		36.99
Invoice Description:		SPADE BITS			
	001-410-516	SUPPLIES/OPERATING		36.99	
Purchase Order #:	0	Voucher #: 142505	Invoice #: 35322187		23.98
Invoice Description:		DRANO			
	001-001-616	RPR/MAINT PLANT/BLDGS		23.98	
Purchase Order #:	0	Voucher #: 142506	Invoice #: 35325328		15.37
Invoice Description:		ALL PRPS CEMENT/ PVC PRMR			
	001-175-616	RPR/MAINT PLANT/BLDGS		15.37	
Purchase Order #:	0	Voucher #: 142507	Invoice #: 35325438		22.98
Invoice Description:		FENDER WSHR/ SCREWS			
	001-001-650	EXHIBITIONS & PROMOTIONS		22.98	
Purchase Order #:	0	Voucher #: 142508	Invoice #: 35325470		3.28
Invoice Description:		KEYS			
	001-001-516	SUPPLIES/OPERATING		3.28	
Purchase Order #:	0	Voucher #: 142509	Invoice #: 35326147		40.99
Invoice Description:		NUTS/ BOLTS			

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-410-620 RPR/MAINT GROUNDS			40.99
		Purchase Order #: 0 Voucher #: 142510 Invoice #: 35326187			58.00
		Invoice Description: NUTS/ BOLTS			
		001-410-620 RPR/MAINT GROUNDS			58.00
		Purchase Order #: 0 Voucher #: 142511 Invoice #: 35326208			14.14
		Invoice Description: SPRAY ADHESIVE			
		001-200-516 SUPPLIES/OPERATING			14.14
		Purchase Order #: 0 Voucher #: 142512 Invoice #: 35327094			5.34
		Invoice Description: NUTS/ BOLTS			
		001-301-516 SUPPLIES/OPERATING			5.34
		Purchase Order #: 0 Voucher #: 142513 Invoice #: 35327095			29.52
		Invoice Description: STN 4 BAR-CHN OIL/ HYDRIC JACK OIL/ NUTS			
		001-175-510 GAS/OIL			29.52
		Purchase Order #: 0 Voucher #: 142514 Invoice #: 35327137			502.89
		Invoice Description: 133 BAGS MULCH			
		001-210-620 RPR/MAINT GROUNDS			502.89
		Purchase Order #: 0 Voucher #: 142515 Invoice #: 35327156			26.33
		Invoice Description: CONCRETE PATCH			
		001-301-516 SUPPLIES/OPERATING			26.33
		Purchase Order #: 0 Voucher #: 142516 Invoice #: 35327194			33.13
		Invoice Description: HI-PRSSR HOSE			
		001-410-516 SUPPLIES/OPERATING			33.13
		Purchase Order #: 0 Voucher #: 142517 Invoice #: 35327294			54.86
		Invoice Description: SEALANT/ CAULK GUN			
		001-301-516 SUPPLIES/OPERATING			54.86
		Purchase Order #: 0 Voucher #: 142518 Invoice #: 35327633			77.36
		Invoice Description: CLTVTR/ PRUNING SAWS			
		001-614-731 GOMESA			77.36
		Purchase Order #: 0 Voucher #: 142519 Invoice #: 35327819			11.69
		Invoice Description: PUTTY KNIFE			
		001-410-516 SUPPLIES/OPERATING			11.69
		Purchase Order #: 0 Voucher #: 142520 Invoice #: 35328219			29.77
		Invoice Description: GROMMETS/ KEYS			
		001-301-516 SUPPLIES/OPERATING			29.77
		Purchase Order #: 0 Voucher #: 142521 Invoice #: 35328383			44.05
		Invoice Description: MARKING PAINT/ CLOTHES PINS			
		430-682-649 FESTIVALS EXPENSES			44.05
		Purchase Order #: 0 Voucher #: 142522 Invoice #: 31329206			1.25
		Invoice Description: WIRE ROPE CLIP			
		001-301-516 SUPPLIES/OPERATING			1.25
		Purchase Order #: 0 Voucher #: 142523 Invoice #: 49298451			71.52
		Invoice Description: CM AIR TL KIT/ AIR HOSE/ BALL VLV/ NPPLS			
		001-200-516 SUPPLIES/OPERATING			71.52
*****	03/06/2024	290 PARISH TRACTOR COMPANY, LLC	Check	No	1,034.85
		Purchase Order #: 0 Voucher #: 142334 Invoice #: P14535			1,034.85
		Invoice Description: #2367 REPAIR			
		001-410-618 RPR/MAINT EQUIPMENT			1,034.85
*****	03/06/2024	7610 PATTERSON VETERINARY SUPPLY INC	Check	No	556.24
		Purchase Order #: 0 Voucher #: 142335 Invoice #: 3029614175			36.94
		Invoice Description: K9 FOOD			
		001-410-516 SUPPLIES/OPERATING			36.94
		Purchase Order #: 0 Voucher #: 142336 Invoice #: 3029611915			507.95

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> MEDS/ NEEDLES/ WIPES					
	001-410-516	SUPPLIES/OPERATING			507.95
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142337	<i>Invoice #:</i> 3029621932		11.35
<i>Invoice Description:</i> MEDS					
	001-410-516	SUPPLIES/OPERATING			11.35
*****	03/06/2024	7128 PETERSEN INC	Check	No	2,499.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142524	<i>Invoice #:</i> 0055661		2,499.99
<i>Invoice Description:</i> RV REFRIG- CMMND TRLR					
	001-175-618	RPR MAINT/EQUIPMENT			2,499.99
*****	03/06/2024	1720 PORTSIDE MEDIA INC	Check	No	250.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142525	<i>Invoice #:</i> 24010070		250.00
<i>Invoice Description:</i> JAN 24 RADIO SPOTS					
	001-001-650	EXHIBITIONS & PROMOTIONS			250.00
*****	03/06/2024	1658 PRECISION GLASS TINTING	Check	No	420.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142120	<i>Invoice #:</i> 1001013		420.00
<i>Invoice Description:</i> #367 WINDOW TINT					
	001-410-622	RPR/MAINT VEHICLES			420.00
*****	03/06/2024	7469 PREMIER MAGNESIA, LLC	Check	No	14,474.24
<i>Purchase Order #:</i>	240080	<i>Voucher #:</i> 142121	<i>Invoice #:</i> 633869		14,474.24
<i>Invoice Description:</i> MAGNESIUM- THIUGUARD					
	403-676-516	SUPPLIES/OPERATING			14,474.24
*****	03/06/2024	6074 PRINTING PROS	Check	No	2,335.34
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142122	<i>Invoice #:</i> 11533		8.80
<i>Invoice Description:</i> ACOUSTIC ARTS FLYERS					
	430-682-650	EXHIBITIONS & PROMOTIONS			8.80
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142123	<i>Invoice #:</i> 12154		63.20
<i>Invoice Description:</i> BEAR PT DRNG IMPRVMENTS					
	001-030-612	PROFESSIONAL FEES			63.20
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142338	<i>Invoice #:</i> 11574		48.00
<i>Invoice Description:</i> STAGE SIGN					
	430-682-649	FESTIVALS EXPENSES			48.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142339	<i>Invoice #:</i> 11883		224.00
<i>Invoice Description:</i> BASEBALL FLD SIGNS					
	001-301-516	SUPPLIES/OPERATING			224.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142340	<i>Invoice #:</i> 11998		25.00
<i>Invoice Description:</i> HOT SHOP FAQ SIGN					
	430-682-516	SUPPLIES/OPERATING			25.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142341	<i>Invoice #:</i> 12011		49.50
<i>Invoice Description:</i> WILDLIFE UPDATE CARDS					
	001-410-516	SUPPLIES/OPERATING			49.50
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142342	<i>Invoice #:</i> 12220		54.00
<i>Invoice Description:</i> TRAIL QR CODE SIGNS					
	001-410-516	SUPPLIES/OPERATING			54.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142343	<i>Invoice #:</i> 12234		88.50
<i>Invoice Description:</i> SEA TURTLE CTR					
	001-410-516	SUPPLIES/OPERATING			88.50
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142344	<i>Invoice #:</i> 12254		300.00
<i>Invoice Description:</i> BOOKLETS					
	001-410-516	SUPPLIES/OPERATING			300.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142345	<i>Invoice #:</i> 12291		315.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> S'PLEX SIGNS					
	001-301-516	SUPPLIES/OPERATING			315.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142379	<i>Invoice #:</i> 11663		96.00
<i>Invoice Description:</i> TENNIS COURT SIGNS					
	001-325-616	RPR/MAINT PLANT/BLDGS			96.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142526	<i>Invoice #:</i> 11480		175.80
<i>Invoice Description:</i> MUSEUM SIGNS					
	001-300-616	RPR/MAINT PLANT/BLDGS	Accrual		175.80
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142527	<i>Invoice #:</i> 11882		60.00
<i>Invoice Description:</i> PT LOGO DESIGN					
	001-175-540	UNIFORMS			60.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142528	<i>Invoice #:</i> 11953		162.50
<i>Invoice Description:</i> ADMIN BLDG DECAL					
	001-175-616	RPR/MAINT PLANT/BLDGS			162.50
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142529	<i>Invoice #:</i> 12230		665.04
<i>Invoice Description:</i> #459, 469 DECALS					
	001-175-622	RPR/MAINT VEHICLES			665.04
*****	03/06/2024	5450 PRO CHEM INC.	Check	No	1,619.12
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142124	<i>Invoice #:</i> 162626		350.53
<i>Invoice Description:</i> KNOCK OUT/ MCHNC'S HLPR					
	001-200-516	SUPPLIES/OPERATING			350.53
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142125	<i>Invoice #:</i> 162668		472.94
<i>Invoice Description:</i> DRI-CIDE/ GERM STOPPER					
	403-676-516	SUPPLIES/OPERATING			472.94
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142126	<i>Invoice #:</i> 162780		468.35
<i>Invoice Description:</i> PAINT					
	404-677-516	SUPPLIES/OPERATING			468.35
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142530	<i>Invoice #:</i> 163098		327.30
<i>Invoice Description:</i> STK ASSAULT RTU/ WASH-N-WAX					
	001-200-516	SUPPLIES/OPERATING			327.30
*****	03/06/2024	6008 PUBLIX SUPER MARKETS, INC	Check	No	156.21
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142127	<i>Invoice #:</i> 0565138059		138.75
<i>Invoice Description:</i> MARDI GRAS SNACKS					
	001-300-650	EXHIBITIONS & PROMOTIONS			138.75
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142128	<i>Invoice #:</i> 0767490849		8.61
<i>Invoice Description:</i> INMATE RX					
	001-110-516	SUPPLIES/OPERATING			8.61
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142346	<i>Invoice #:</i> 0771446967		8.85
<i>Invoice Description:</i> INMATE RX					
	001-110-516	SUPPLIES/OPERATING			8.85
*****	03/06/2024	8063 PURVIS SYSTEMS INCORPORATED	Check	No	23,125.28
<i>Purchase Order #:</i>	220415	<i>Voucher #:</i> 142531	<i>Invoice #:</i> 40630		5,484.04
<i>Invoice Description:</i> STN 3 FINAL TEST/ CUTOVER					
	001-607-711	FIRE STATION 3	Accrual		5,484.04
<i>Purchase Order #:</i>	220325	<i>Voucher #:</i> 142598	<i>Invoice #:</i> 40629		17,641.24
<i>Invoice Description:</i> STN 1,2 FINAL TESTING/ CUTOVER					
	001-607-730	FIRE CAPITAL EQUIPMENT			17,641.24
*****	03/06/2024	6703 QUADIENT FINANCE USA, INC	Check	No	10,000.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 142347	<i>Invoice #:</i> 240220		10,000.00
<i>Invoice Description:</i> POSTAGE					
	001-020-605	COMMUNICATIONS			10,000.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	03/06/2024	1805 RAY ALLEN MANUFACTURING	Check	No	2,351.90
	Purchase Order #: 0	Voucher #: 142129	Invoice #: RINV358662		2,351.90
	Invoice Description: K-9 TRAINING AIDS				
	001-100-516	SUPPLIES/OPERATING			2,351.90
*****	03/06/2024	7761 READY MIX USA, LLC	Check	No	1,552.56
	Purchase Order #: 0	Voucher #: 142130	Invoice #: 9449533907		1,552.56
	Invoice Description: MARINA RD 9 YDS CNCRT				
	001-200-620	RPR/MAINT GROUNDS			1,552.56
*****	03/06/2024	6640 ROGUE FITNESS	Check	No	3,452.25
	Purchase Order #: 240085	Voucher #: 142131	Invoice #: 12342826		3,452.25
	Invoice Description: WEIGHT RIG				
	001-325-507	EQUIPMENT/SMALL			3,452.25
*****	03/06/2024	8362 ROLIN CONSTRUCTION, INC.	Check	No	526,712.30
	Purchase Order #: 0	Voucher #: 142532	Invoice #: 1A		151,665.60
	Invoice Description: SFTBLL/BSBLL FLD HS TO 2.01.24				
	001-609-721	SPORTSPLEX			151,665.60
	Purchase Order #: 0	Voucher #: 142533	Invoice #: 6		284,796.70
	Invoice Description: FINANCE WNG TO 2.01.24				
	001-601-731	ADMIN CAPITAL PROJECTS			284,796.70
	Purchase Order #: 0	Voucher #: 142534	Invoice #: 2B		90,250.00
	Invoice Description: WLDLF CTR TO 2.01.24				
	001-614-733	COASTAL RESOURCE WILDLIFE CTR			90,250.00
*****	03/06/2024	6267 ROMAN STREET MUSIC, LLC	Check	No	1,200.00
	Purchase Order #: 0	Voucher #: 142597	Invoice #: 240309		1,200.00
	Invoice Description: '24 ART FEST MUSICIAN				
	430-682-649	FESTIVALS EXPENSES			1,200.00
*****	03/06/2024	8393 ROOFING PLUS, INC	Check	No	8,640.90
	Purchase Order #: 0	Voucher #: 142535	Invoice #: 2		8,640.90
	Invoice Description: STN 1 ROOF REPL FINAL				
	001-607-710	FIRE STATION RENOVATION			8,640.90
*****	03/06/2024	8459 SAFE LAKES LLC	Check	No	500.79
	Purchase Order #: 0	Voucher #: 142536	Invoice #: 240220		500.79
	Invoice Description: #353 LIFECORDS/ PROP GUARDS				
	001-410-507	EQUIPMENT/SMALL			500.79
*****	03/06/2024	3640 SAFELITE AUTO GLASS	Check	No	111.99
	Purchase Order #: 0	Voucher #: 142537	Invoice #: 05744-103219		111.99
	Invoice Description: #408 WNDSHLD REPAIR				
	001-175-622	RPR/MAINT VEHICLES			111.99
*****	03/06/2024	6588 SALTY DOG MARINE, LLC	Check	No	21,802.75
	Purchase Order #: 240017	Voucher #: 142348	Invoice #: 5144		20,376.00
	Invoice Description: #350 NEW MOTOR				
	001-614-731	GOMESA			20,376.00
	Purchase Order #: 0	Voucher #: 142538	Invoice #: 5138		136.75
	Invoice Description: #310 FUEL PUMP				
	001-410-650	AUDUBON			136.75
	Purchase Order #: 0	Voucher #: 142539	Invoice #: 5143		780.00
	Invoice Description: #350 PROP				
	001-614-731	GOMESA			780.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 142540	Invoice #: 5145		510.00
Invoice Description:		#353 SVC CALL/ REPAIR			
001-410-618	RPR/MAINT EQUIPMENT				510.00
*****	03/06/2024	1924 SAM'S CLUB DIRECT	Check	No	2,496.74
Purchase Order #:	0	Voucher #: 142349	Invoice #: 9090		2,496.74
Invoice Description:		CONCESSIONS			
001-301-516	SUPPLIES/OPERATING				2,496.74
*****	03/06/2024	1925 SAM'S STOP N SHOP	Check	No	464.83
Purchase Order #:	0	Voucher #: 142132	Invoice #: 6947347		48.00
Invoice Description:		MINNOWS			
001-410-516	SUPPLIES/OPERATING				48.00
Purchase Order #:	0	Voucher #: 142133	Invoice #: 6949565		48.00
Invoice Description:		SARDINES			
001-410-516	SUPPLIES/OPERATING				48.00
Purchase Order #:	0	Voucher #: 142134	Invoice #: 6951106		69.87
Invoice Description:		GASI/ GAS CAN			
001-410-650	AUDUBON				69.87
Purchase Order #:	0	Voucher #: 142135	Invoice #: 6951614		112.00
Invoice Description:		MINNOWS			
001-410-516	SUPPLIES/OPERATING				112.00
Purchase Order #:	0	Voucher #: 142136	Invoice #: 6951861		116.96
Invoice Description:		STN 3 TRUCK WSHNG BRUSHES			
001-175-507	EQUIPMENT/SMALL				116.96
Purchase Order #:	0	Voucher #: 142137	Invoice #: 6955779		70.00
Invoice Description:		MINNOWS			
001-410-516	SUPPLIES/OPERATING				70.00
*****	03/06/2024	3435 SANSOM EQUIPMENT CO.	Check	No	519.09
Purchase Order #:	0	Voucher #: 142138	Invoice #: P05844		519.09
Invoice Description:		#702 PUMP FITTINGS			
001-200-618	RPR/MAINT EQUIPMENT				519.09
*****	03/06/2024	6300 SHARP ELECTRONICS CORP	Check	No	144.20
Purchase Order #:	0	Voucher #: 142139	Invoice #: 14297355		144.20
Invoice Description:		12/01/23-1/01/24 COPIER			
001-030-516	SUPPLIES/OPERATING		Accrual		144.20
*****	03/06/2024	1930 SHERWIN-WILLIAMS	Check	No	1,819.84
Purchase Order #:	0	Voucher #: 142350	Invoice #: 8527-3		411.17
Invoice Description:		CONCRETE COATING/ CLOTH/ KNIFE			
001-614-734	SHOOTING RANGE				411.17
Purchase Order #:	0	Voucher #: 142351	Invoice #: 8612-3		234.59
Invoice Description:		PNT FRMS/ RLL OFF BCKTS/ RLLRS			
001-614-734	SHOOTING RANGE				234.59
Purchase Order #:	240107	Voucher #: 142352	Invoice #: 8613-1		1,766.70
Invoice Description:		PAINT			
001-614-734	SHOOTING RANGE				1,766.70
Purchase Order #:	240107	Voucher #: 142353	Invoice #: 8614-9		-626.70
Invoice Description:		CRDT- PAINT			
001-614-734	SHOOTING RANGE				-626.70
Purchase Order #:	0	Voucher #: 142354	Invoice #: 8615-6		-225.00
Invoice Description:		CRDT- CNCRT COATING			
001-614-734	SHOOTING RANGE				-225.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		Purchase Order #: 0 Voucher #: 142541 Invoice #: 7598-2			259.08
		Invoice Description: CNCRT SEALER/ ROLLER/ SEALANT			
		430-682-616 RPR/MAINT PLANT/BLDGS			259.08
*****	03/06/2024	6543 SIMS, JANE	Check	No	180.00
		Purchase Order #: 0 Voucher #: 141925 Invoice #: 240209			90.00
		Invoice Description: PIYO/ P90X			
		001-325-612 PROFFESIONAL FEES			90.00
		Purchase Order #: 0 Voucher #: 142199 Invoice #: 240216			90.00
		Invoice Description: PIYO/ P90X			
		001-325-612 PROFFESIONAL FEES			90.00
*****	03/06/2024	7668 SITEONE LANDSCAPE SUPPLY, LLC	Check	No	776.85
		Purchase Order #: 0 Voucher #: 142140 Invoice #: 138023431-001			217.13
		Invoice Description: TURF COLORANT			
		001-210-620 RPR/MAINT GROUNDS			217.13
		Purchase Order #: 0 Voucher #: 142355 Invoice #: 138134822-001			559.72
		Invoice Description: IRRIGATION ROTORS			
		001-210-516 SUPPLIES/OPERATING			559.72
*****	03/06/2024	8454 SNOW, MICHAEL D.	Check	No	70.00
		Purchase Order #: 0 Voucher #: 142141 Invoice #: 240209			70.00
		Invoice Description: REIMB LIC RNWL FEE			
		403-676-612 PROFESSIONAL FEES			70.00
*****	03/06/2024	8359 SOCIAL MAGAZINE MEDIA, LLC	Check	No	1,230.00
		Purchase Order #: 0 Voucher #: 142142 Invoice #: 1826			615.00
		Invoice Description: ART FEST AD			
		430-682-650 EXHIBITIONS & PROMOTIONS			615.00
		Purchase Order #: 0 Voucher #: 142143 Invoice #: 1848			615.00
		Invoice Description: ART FEST AD			
		430-682-650 EXHIBITIONS & PROMOTIONS			615.00
*****	03/06/2024	5774 SOUND ASSOCIATES, INC	Check	No	315.00
		Purchase Order #: 0 Voucher #: 142144 Invoice #: 2023-7270			315.00
		Invoice Description: EVAL S'PLEX SOUND STM			
		001-301-618 RPR/MAINT EQUIPMENT			315.00
*****	03/06/2024	1396 SOUTHERN PIPE & SUPPLY CO	Check	No	633.84
		Purchase Order #: 0 Voucher #: 142542 Invoice #: 9138119-00			491.84
		Invoice Description: PVC PIPE/ DWV COUPLINGS			
		001-210-620 RPR/MAINT GROUNDS			491.84
		Purchase Order #: 0 Voucher #: 142543 Invoice #: 9175640-00			142.00
		Invoice Description: PVC PIPE			
		001-210-516 SUPPLIES/OPERATING			142.00
*****	03/06/2024	6700 SOUTHERN RAPID HEALTHCARE INC	Check	No	608.50
		Purchase Order #: 0 Voucher #: 142145 Invoice #: 20728			608.50
		Invoice Description: RN JAIL VISITS			
		001-110-612 PROFESSIONAL FEES			608.50
*****	03/06/2024	7383 SOUTHERN TIRE MART, LLC	Check	No	887.08
		Purchase Order #: 0 Voucher #: 142544 Invoice #: 2030111010			887.08
		Invoice Description: #729 TIRES/ SVC CALL			
		001-200-622 RPR/MAINT VEHICLES			887.08
*****	03/06/2024	6756 STAPLES BUSINESS ADVANTAGE	Check	No	88.32

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 142356	Invoice #: 3559440782		36.27
Invoice Description:		POSTIT NOTES/ STENO BOOKS			
	001-410-516	SUPPLIES/OPERATING		36.27	
Purchase Order #:	0	Voucher #: 142545	Invoice #: 3559908972		52.05
Invoice Description:		COPY PPR/ TAPE			
	001-350-516	SUPPLIES/OPERATING		52.05	
*****	03/06/2024	8444 STEFANKIEWICZ, EDWARD T.	Check	No	1,250.00
Purchase Order #:	0	Voucher #: 142546	Invoice #: 22337		1,250.00
Invoice Description:		JAN 2024 PSA			
	001-301-612	PROFESSIONAL FEES		1,250.00	
*****	03/06/2024	8022 STEINWAY PIANO GALLERY	Check	No	155.00
Purchase Order #:	0	Voucher #: 142547	Invoice #: 440		155.00
Invoice Description:		ARTS PIANO TUNING			
	430-682-612	PROFESSIONAL FEES		155.00	
*****	03/06/2024	2008 SUNBELT FIRE, INC.	Check	No	1,147.00
Purchase Order #:	0	Voucher #: 142548	Invoice #: 00009860		1,147.00
Invoice Description:		EXTRICATION GLOVES			
	001-175-507	EQUIPMENT/SMALL		1,147.00	
*****	03/06/2024	8347 SWAG WINDOWS DESIGNS, LLC	Check	No	2,258.00
Purchase Order #:	0	Voucher #: 142549	Invoice #: 1221		2,258.00
Invoice Description:		SOLAR SHADES			
	411-681-616	RPR/MAINT BUILDING		2,258.00	
*****	03/06/2024	7963 SWEAT TIRE OF ELBERTA	Check	No	295.99
Purchase Order #:	0	Voucher #: 142357	Invoice #: 11304		295.99
Invoice Description:		#720 SVC CALL FLAT REPAIR			
	001-210-618	RPR/MAINT EQUIPMENT		295.99	
*****	03/06/2024	7962 SWEAT TIRE OF FOLEY	Check	No	3,567.71
Purchase Order #:	0	Voucher #: 142146	Invoice #: 28329		909.16
Invoice Description:		#902 TIRES/ MOUNTED			
	404-677-622	RPR/MAINT VEHICLES		909.16	
Purchase Order #:	240072	Voucher #: 142358	Invoice #: 28375		2,658.55
Invoice Description:		#379 TIRES/ MT/ BLNC/ LVLNG KIT			
	001-410-622	RPR/MAINT VEHICLES		2,658.55	
*****	03/06/2024	2016 SWIFT SUPPLY, INC.	Check	No	1,408.71
Purchase Order #:	0	Voucher #: 142147	Invoice #: 895117		378.69
Invoice Description:		PLYWOOD/ LUMBER/ SCREWS			
	001-175-616	RPR/MAINT PLANT/BLDGS		378.69	
Purchase Order #:	0	Voucher #: 142148	Invoice #: 895364		62.67
Invoice Description:		ANCHOR BASES/ ANCHORS			
	430-682-616	RPR/MAINT PLANT/BLDGS		62.67	
Purchase Order #:	0	Voucher #: 142149	Invoice #: 895506		33.64
Invoice Description:		LUMBER			
	001-200-620	RPR/MAINT GROUNDS		33.64	
Purchase Order #:	0	Voucher #: 142150	Invoice #: 895730		79.76
Invoice Description:		GALV THRD RD RODS/ HEX NUTS/ WSHRS			
	430-682-616	RPR/MAINT PLANT/BLDGS		79.76	
Purchase Order #:	0	Voucher #: 142151	Invoice #: 895743		84.98
Invoice Description:		EXPSN JNTS/ CBL TIES/ LMBR			
	001-608-720	ROADWAYS/PAVING/RESURFACE		84.98	

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 142152	Invoice #: 895885		52.17
Invoice Description:	BEAD BRD				
430-682-616	RPR/MAINT PLANT/BLDGS			52.17	
Purchase Order #:	0	Voucher #: 142153	Invoice #: 896065		41.19
Invoice Description:	PLYWOOD				
001-410-616	RPR/MAINT PLANT/BLDGS			41.19	
Purchase Order #:	0	Voucher #: 142154	Invoice #: 896235		32.40
Invoice Description:	OSB SHEATHING BRDS				
430-682-616	RPR/MAINT PLANT/BLDGS			32.40	
Purchase Order #:	0	Voucher #: 142155	Invoice #: 897731		57.33
Invoice Description:	MASONRY CMNT/ CONCRT MIX				
403-676-616	RPR/MAINT PLANT/BLDGS			57.33	
Purchase Order #:	0	Voucher #: 142156	Invoice #: 897737		12.75
Invoice Description:	CONCRETE MIX				
403-676-616	RPR/MAINT PLANT/BLDGS			12.75	
Purchase Order #:	0	Voucher #: 142550	Invoice #: 898117		14.00
Invoice Description:	CONCRETE MIX				
001-210-516	SUPPLIES/OPERATING			14.00	
Purchase Order #:	0	Voucher #: 142551	Invoice #: 898673		8.28
Invoice Description:	LUMBER				
001-200-516	SUPPLIES/OPERATING			8.28	
Purchase Order #:	0	Voucher #: 142552	Invoice #: 898693		200.90
Invoice Description:	HARDIE TRIM/ ANGL FINISH				
430-682-616	RPR/MAINT PLANT/BLDGS			200.90	
Purchase Order #:	0	Voucher #: 142553	Invoice #: 898816		9.54
Invoice Description:	LUMBER				
001-200-516	SUPPLIES/OPERATING			9.54	
Purchase Order #:	0	Voucher #: 142554	Invoice #: 898998		198.93
Invoice Description:	HARDIE SIDING/ PANELS/ TRIM				
430-682-616	RPR/MAINT PLANT/BLDGS			198.93	
Purchase Order #:	0	Voucher #: 142555	Invoice #: 899205		141.48
Invoice Description:	SHEAHTING/ LUMBER				
430-682-616	RPR/MAINT PLANT/BLDGS			141.48	
*****	03/06/2024	3492 SYSCO GULF COAST INC	Check	No	593.71
Purchase Order #:	0	Voucher #: 142556	Invoice #: 374563208 7		593.71
Invoice Description:	BUNS/ TORT CHPS/ MAYO PKTS/ KTCHP				
001-301-516	SUPPLIES/OPERATING			593.71	
*****	03/06/2024	8027 TAYLOR, JILL	Check	No	210.00
Purchase Order #:	0	Voucher #: 141926	Invoice #: 240209		120.00
Invoice Description:	YOGA				
001-325-612	PROFESSIONAL FEES			120.00	
Purchase Order #:	0	Voucher #: 142200	Invoice #: 240216		90.00
Invoice Description:	YOGA				
001-325-612	PROFESSIONAL FEES			90.00	
*****	03/06/2024	3880 TEAM ONE COMMUNICATIONS, INC	Check	No	218.80
Purchase Order #:	0	Voucher #: 142359	Invoice #: 101016834-1		60.00
Invoice Description:	RADIO REPAIR				
001-100-618	RPR/MAINT EQUIP		Accrual	60.00	
Purchase Order #:	0	Voucher #: 142360	Invoice #: 101016835-2		60.00
Invoice Description:	RADIO REPAIR				
001-100-618	RPR/MAINT EQUIP		Accrual	60.00	

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 3/6/2024 to 3/6/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 142361	Invoice #: 113000354-1		98.80
Invoice Description:		RADIO REPAIR			
001-100-618	RPR/MAINT EQUIP		Accrual		98.80
*****	03/06/2024	6077 THE LAKE DOCTORS, INC	Check	No	480.00
Purchase Order #:	0	Voucher #: 142157	Invoice #: 1854295		480.00
Invoice Description:		WATER MGMT GLF CRS			
001-210-620	RPR/MAINT GROUNDS				480.00
*****	03/06/2024	2035 THOMPSON TRACTOR CO, INC.	Check	No	2,455.40
Purchase Order #:	0	Voucher #: 142362	Invoice #: TR28049-001		2,455.40
Invoice Description:		LNG RCH EXCVTR RENT			
001-200-614	RENTALS				2,455.40
*****	03/06/2024	3465 TOOMEY'S MARDI GRAS CANDY CO.	Check	No	24,165.52
Purchase Order #:	240021	Voucher #: 142158	Invoice #: 665323		24,165.52
Invoice Description:		MARDI GRAS BEADS/ MOONPIES			
001-001-650	EXHIBITIONS & PROMOTIONS				24,165.52
*****	03/06/2024	6764 TRANS UNION LLC	Check	No	101.40
Purchase Order #:	0	Voucher #: 142363	Invoice #: 01449606		101.40
Invoice Description:		JAN 2024			
001-100-516	SUPPLIES/OPERATING				101.40
*****	03/06/2024	8122 TREY CANIDA LAW, LLC	Check	No	889.00
Purchase Order #:	0	Voucher #: 142557	Invoice #: MC-2023-568		287.00
Invoice Description:		C. CUCCIA			
001-010-612	PROFESSIONAL FEES				287.00
Purchase Order #:	0	Voucher #: 142558	Invoice #: TR-2023-152		602.00
Invoice Description:		J GREEN			
001-010-612	PROFESSIONAL FEES				602.00
*****	03/06/2024	8090 TURF TANK	Check	No	2,160.00
Purchase Order #:	0	Voucher #: 142159	Invoice #: 64655		2,160.00
Invoice Description:		ROBOT MOTORS			
001-210-618	RPR/MAINT EQUIPMENT				2,160.00
*****	03/06/2024	5068 ULINE SHIPPING SUPPLY	Check	No	1,766.25
Purchase Order #:	0	Voucher #: 142160	Invoice #: 173710067		1,766.25
Invoice Description:		LOCKER/ CRK BRD/ EASEL			
001-175-507	EQUIPMENT/SMALL				1,766.25
*****	03/06/2024	2127 UNITED RENTALS INC	Check	No	1,089.95
Purchase Order #:	0	Voucher #: 142364	Invoice #: 230198933-001		1,089.95
Invoice Description:		MINI EX THUMB CYLNR			
001-200-618	RPR/MAINT EQUIPMENT				1,089.95
*****	03/06/2024	2146 USA BLUE BOOK	Check	No	1,266.79
Purchase Order #:	0	Voucher #: 142365	Invoice #: INV00268222		1,266.79
Invoice Description:		PAINT/ T-PROBES			
403-676-516	SUPPLIES/OPERATING				1,266.79
*****	03/06/2024	6717 U.S. DEPT OF TREASURY	Check	No	170.00
Purchase Order #:	0	Voucher #: 142559	Invoice #: 022324-BARLOW		170.00
Invoice Description:		WG160133332			
001-000-104	GARNISHMENT/SAVINGS				170.00
*****	03/06/2024	6250 US FOODS INC	Check	No	951.76

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 3/6/2024 to 3/6/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 142161	Invoice #: 1998324		330.68
Invoice Description:		INMATE CONCESSIONS			
	001-110-516	SUPPLIES/OPERATING		330.68	
Purchase Order #:	0	Voucher #: 142162	Invoice #: 1998325		223.00
Invoice Description:		INMATE CONCESSIONS			
	001-110-516	SUPPLIES/OPERATING		223.00	
Purchase Order #:	0	Voucher #: 142163	Invoice #: 2952943		-1.06
Invoice Description:		CRDT- INMATE CONCESSIONS			
	001-110-516	SUPPLIES/OPERATING		-1.06	
Purchase Order #:	0	Voucher #: 142366	Invoice #: 2239898		130.67
Invoice Description:		INMATE CONCESSIONS			
	001-110-516	SUPPLIES/OPERATING		130.67	
Purchase Order #:	0	Voucher #: 142367	Invoice #: 2477922		268.47
Invoice Description:		INMATE CONCESSIONS			
	001-110-516	SUPPLIES/OPERATING		268.47	
*****	03/06/2024	5196 U.S. SAILING, MEMBERSHIP DEPARTMENT	Check	No	79.00
Purchase Order #:	0	Voucher #: 142164	Invoice #: 240210		79.00
Invoice Description:		J McGONIGAL '24 MBRSH			
	001-410-608	DUES/MEMBERSHIP/SUBSCRIPT		79.00	
*****	03/06/2024	1299 VCA ANIMAL HOSPITALS, INC	Check	No	169.98
Purchase Order #:	0	Voucher #: 142368	Invoice #: 940605468		169.98
Invoice Description:		SCOUT FOOD			
	001-100-612	PROFESSIONAL FEES		169.98	
*****	03/06/2024	2250 VISUAL EFFECTS	Check	No	1,092.95
Purchase Order #:	0	Voucher #: 142165	Invoice #: 8228		26.00
Invoice Description:		EMBROIDERY			
	001-100-540	UNIFORMS		26.00	
Purchase Order #:	0	Voucher #: 142560	Invoice #: 8231		651.00
Invoice Description:		SHIRTS/ PRINTING			
	001-175-540	UNIFORMS		651.00	
Purchase Order #:	0	Voucher #: 142561	Invoice #: 8236		415.95
Invoice Description:		SHIRTS/ PRINTING			
	001-175-540	UNIFORMS		415.95	
*****	03/06/2024	2288 VULCAN, INC.	Check	No	5,212.55
Purchase Order #:	0	Voucher #: 142166	Invoice #: R42117		157.00
Invoice Description:		GATE SIGN			
	403-676-516	SUPPLIES/OPERATING		157.00	
Purchase Order #:	240026	Voucher #: 142563	Invoice #: R42305		5,055.55
Invoice Description:		SCHOOL ZONE BEACON			
	001-200-516	SUPPLIES/OPERATING		5,055.55	
*****	03/06/2024	5514 VULCAN MATERIALS COMPANY	Check	No	8,294.95
Purchase Order #:	240100	Voucher #: 142369	Invoice #: 51477278		8,294.95
Invoice Description:		CLSS 1 RIPRAP			
	001-608-720	ROADWAYS/PAVING/RESURFACE		8,294.95	
*****	03/06/2024	2335 WALMART COMMUNITY	Check	No	1,079.96
Purchase Order #:	0	Voucher #: 142167	Invoice #: 00189A		20.81
Invoice Description:		EYEWASH/ PEARS/ SWT POTATOES			
	001-410-516	SUPPLIES/OPERATING		20.81	
Purchase Order #:	0	Voucher #: 142168	Invoice #: 00725		105.05
Invoice Description:		EE BAKING CLASS SUPPLIES			

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 3/6/2024 to 3/6/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-350-516 SUPPLIES/OPERATING			105.05
		Purchase Order #: 0 Voucher #: 142169 Invoice #: 02221A			187.80
		Invoice Description: MARDI GRAS SNACKS/ CLNG PRDCTS			
		411-681-513 SUPPLIES/JANITORIAL			67.54
		411-681-516 SUPPLIES/OPERATING			120.26
		Purchase Order #: 0 Voucher #: 142170 Invoice #: 02975			117.34
		Invoice Description: EE CULINARY SUPPLIES			
		001-350-516 SUPPLIES/OPERATING			117.34
		Purchase Order #: 0 Voucher #: 142171 Invoice #: 05818			168.00
		Invoice Description: 43" ROKU TV			
		001-100-507 EQUIPMENT/SMALL			168.00
		Purchase Order #: 0 Voucher #: 142172 Invoice #: 06242B			70.13
		Invoice Description: WDLF FLD TRIP SUPPLIES			
		001-410-516 SUPPLIES/OPERATING			70.13
		Purchase Order #: 0 Voucher #: 142173 Invoice #: 06858			14.28
		Invoice Description: EE BAKING SUPPLIES			
		001-350-516 SUPPLIES/OPERATING			14.28
		Purchase Order #: 0 Voucher #: 142370 Invoice #: 00903			79.71
		Invoice Description: EE BAKING CLASS SUPPLIES			
		001-350-516 SUPPLIES/OPERATING			79.71
		Purchase Order #: 0 Voucher #: 142371 Invoice #: 02889			33.54
		Invoice Description: EE STEAM ICE CRM CHLLNG			
		001-350-516 SUPPLIES/OPERATING			33.54
		Purchase Order #: 0 Voucher #: 142372 Invoice #: 07428			12.73
		Invoice Description: WILDLIFE FOOD			
		001-410-516 SUPPLIES/OPERATING			12.73
		Purchase Order #: 0 Voucher #: 142373 Invoice #: 07969A			23.16
		Invoice Description: WILDLIFE FOOD			
		001-410-516 SUPPLIES/OPERATING			23.16
		Purchase Order #: 0 Voucher #: 142564 Invoice #: 01489			66.35
		Invoice Description: PLATES/ LIGHT/ USB ADPTR			
		001-301-516 SUPPLIES/OPERATING			66.35
		Purchase Order #: 0 Voucher #: 142565 Invoice #: 01704			110.86
		Invoice Description: WILDLIFE FOOD			
		001-410-516 SUPPLIES/OPERATING			110.86
		Purchase Order #: 0 Voucher #: 142566 Invoice #: 01981			25.76
		Invoice Description: WILDLIFE FOOD			
		001-410-516 SUPPLIES/OPERATING			25.76
		Purchase Order #: 0 Voucher #: 142567 Invoice #: 02635			44.44
		Invoice Description: EE CULINARY SUPPLIES			
		001-350-516 SUPPLIES/OPERATING			44.44
*****	03/06/2024	3104 WATERS NURSERY	Check	No	3,500.00
		Purchase Order #: 240057 Voucher #: 142374 Invoice #: 29104			3,500.00
		Invoice Description: ARBOR DAY TREES			
		001-030-516 SUPPLIES/OPERATING			3,500.00
*****	03/06/2024	6673 WATKINS, CARMEN W	Check	No	210.00
		Purchase Order #: 0 Voucher #: 141927 Invoice #: 240209			120.00
		Invoice Description: YOGA/ BLNC,COR,FLEX			
		001-325-612 PROFESSIONAL FEES			120.00
		Purchase Order #: 0 Voucher #: 142201 Invoice #: 240216			90.00
		Invoice Description: YOGA/ BLNC,CORE,FLEX			
		001-325-612 PROFESSIONAL FEES			90.00

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 3/6/2024 to 3/6/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)	
*****	03/06/2024	7345 WESCO GAS & WELDING SUPPLY INC	Check	No	115.85	
Purchase Order #:	0	Voucher #: 142174	Invoice #: 2001420265		65.20	
Invoice Description:	CYLINDER RENTAL					
	001-200-612	PROFESSIONAL FEES		65.20		
Purchase Order #:	0	Voucher #: 142375	Invoice #: 2001424036		50.65	
Invoice Description:	ACETYLENE CYLNDR RENT					
	001-200-612	PROFESSIONAL FEES		50.65		
*****	03/06/2024	3080 WEST MARINE PRODUCTS INC	Check	No	15.55	
Purchase Order #:	0	Voucher #: 142175	Invoice #: 1515		15.55	
Invoice Description:	SKIFF DRAIN PLUGS					
	001-614-731	GOMESA		15.55		
*****	03/06/2024	7965 WILEY, DAVID M.	Check	No	200.00	
Purchase Order #:	0	Voucher #: 142599	Invoice #: 240309		200.00	
Invoice Description:	'24 ART FEST MUSICIAN					
	430-682-649	FESTIVALS EXPENSES		200.00		
*****	03/06/2024	3955 WITTICHEN SUPPLY COMPANY	Check	No	481.49	
Purchase Order #:	0	Voucher #: 142568	Invoice #: S104105013.001		344.22	
Invoice Description:	HVAC THERMOSTAT					
	001-001-616	RPR/MAINT PLANT/BLDGS		344.22		
Purchase Order #:	0	Voucher #: 142569	Invoice #: S104139774.001		137.27	
Invoice Description:	HVAC THERMOSTAT					
	001-175-616	RPR/MAINT PLANT/BLDGS		137.27		
*****	03/06/2024	659 XEROX BUSINESS SOLUTIONS SOUTHEAST	Check	No	112.94	
Purchase Order #:	0	Voucher #: 142376	Invoice #: IN2591347		112.94	
Invoice Description:	1/18-2/17/24 COPIER					
	001-301-516	SUPPLIES/OPERATING		112.94		
*****	03/06/2024	6191 XEROX CORPORATION	Check	No	251.68	
Purchase Order #:	0	Voucher #: 142570	Invoice #: 020678476		63.39	
Invoice Description:	12/30/23-01/31/24 COPIER					
	001-410-516	SUPPLIES/OPERATING		63.39		
Purchase Order #:	0	Voucher #: 142571	Invoice #: 020723740		24.28	
Invoice Description:	12/30/23-1/31/24 COPIER					
	430-682-516	SUPPLIES/OPERATING		24.28		
Purchase Order #:	0	Voucher #: 142572	Invoice #: 020723741		164.01	
Invoice Description:	12/30/23-01/31/24 COPIER					
	001-350-612	PROFESSIONAL FEES		164.01		
*****	03/06/2024	7634 XICAY CONSTRUCTION	Check	No	17,650.00	
Purchase Order #:	230525	Voucher #: 142573	Invoice #: INV0130		17,650.00	
Invoice Description:	CITY HALL 10/30-12/08/23					
	001-001-616	RPR/MAINT PLANT/BLDGS	Accrual	17,650.00		
Check Run 6685 Check Total					\$7,090,938.22	
Check Run 6685 Update Only					\$0.00	
Check Run 6685 Total					\$7,090,938.22	
Check Run: 6710						
*	*****	03/06/2024	8469 WILLIAMS, JR., DON A.	Check	No	2,250.00
Purchase Order #:	0	Voucher #: 142865	Invoice #: 240228		2,250.00	
Invoice Description:	PAY REQ 1					

Check Register for 3/6/2024 to 3/6/2024 & Check Numbers 0 to 2147483647
Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
	001-604-732	FEMA HAZARD MITIGATION			2,250.00
Check Run 6710 Check Total					\$2,250.00
Check Run 6710 Update Only					\$0.00
Check Run 6710 Total					\$2,250.00
			Description	Count	Amount (\$)
			ACH	0	\$0.00
			Bank of America	0	\$0.00
			Check	203	\$7,094,068.22
			Strategic Payment Services	0	\$0.00
			Wells Fargo	0	\$0.00
			Paymode X	0	\$0.00
			Update Only	0	\$0.00
			GRAND TOTAL	203	\$7,094,068.22

* Denotes Check Numbers that are out of sequence.

The above listed checks are hereby approved for check signing

Authorized Signatures:

(Date)	(Date)
(Date)	(Date)



**REGULAR CITY COUNCIL MEETING
MARCH 5, 2024**

Departments: City Clerk

Description of Topic: Approval of a Special Events Retail Liquor License Application by Event Concessions, Inc., for the 2024 Wharf Boat Show to be held March 15-17, 2023, at 4685 Wharf Parkway.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2024.02.22 ABC Application - Event Concessions 2024 Wharf Boat Show



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240215164056204

Type License: 140 - SPECIAL EVENTS RETAIL

State: \$150.00 County: \$233.00

Type License:

State: County:

Trade Name: 2024 WHARF BOAT SHOW

Filing Fee: \$50.00

Applicant: EVENT CONCESSIONS INC

Transfer Fee:

Location Address: 4685 WHARF PARKWAY ORANGE BEACH, AL 36561

Mailing Address: 355 HWY 361 PELHAM, AL 35124

County: BALDWIN Tobacco sales: NO

Tobacco Vending Machines:

Product Type:

Type Ownership: CORPORATION

Book, Page, or Document info: 9704, 2138

Do you sell Draft Beer?:

Date Incorporated: 04/01/1997 State incorporated: AL

County Incorporated: JEFFERSON

Date of Authority: 04/01/1997

Federal Tax ID: 72-1362640

Alabama State Sales Tax ID: 5800 10705

Name:	Title:	Date and Place of Birth:	Residence Address:
PATRICK OBRIEN II 5641161 - AL	MEMBER	1/15/1962 MINNESOTA	355 HWY 361 PELHAM, AL 35124
CHAD FORREST LANGLEY 800282480 - MS	SECRETARY	11/14/1979 MADISON, TN	154 SPEERS VALLEY RD BRANDON, MS 39042
JEFFREY ALLEN HOPPING JR 5208504 - AL	TREASURER	03/05/1968 BIRMINGHAM, AL	5231 LAKE CREST CIR HOOVER, AL 35226

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: MOLLIE DUCOTE

Home Phone: 251-583-8416

Business Phone: 251-583-8416

Cell Phone:

Fax:

E-mail: MOLLIEDUCOTE@YAHOO.COM

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240215164056204

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: WHARF RETAIL PROPERTIES LLC 251-215-8265

What is lessors primary business? DEVELOPER AND CONSTRUCTION

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 1000 Display Square Footage:

Building seating capacity: 16 Does Licensed premises include a patio area? NO

License Structure: ONE STORY License covers: OTHER

Number of licenses in the vicinity: Nearest:

Nearest school: Nearest church: Nearest residence: 1 blocks

Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? YES

Name:	Violation & Date:	Arresting Agency:	Disposition:
JEFFREY ALLEN HOPPING JR	N/A OCCURRED MORE THAN 10 YEARS AGO	N/A OCCURRED MORE THAN 10 YEARS AGO	N/A OCCURRED MORE THAN 10 YEARS AGO



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20240215164056204



Initial each



In reference to law violations, I attest to the truthfulness of the responses given within the application.



In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.



In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.



In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.



In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.



In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.



In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.



The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.



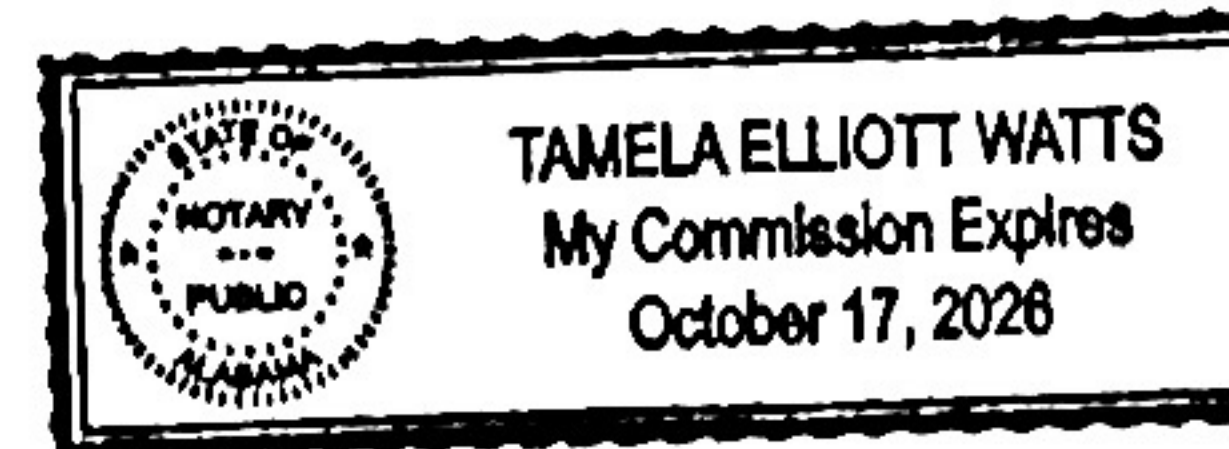
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Mollie C D Cote POA

Signature of Applicant: Mollie C D Cote

Notary Name (print): Tamela Elliott Watts

Notary Signature: Tamela Elliott Watts Commission expires:



Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240215164056204

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: 03/15/2024 Ending Date: 03/17/2024

Special terms and conditions for special event/special retail:

BARRICADED MARINA LAWN

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

License Covers: BARRICADED MARINA LAWN

BEER 12 OZ CANS

WINE 7 OZ CUPS

LIQUOR 12 OZ CUPS

Receipt Confirmation Page

Receipt Confirmation Number: **20240215164056204**
Application Payment Confirmation Number: 62702413

Payment Summary	
Payment Item	Fee
Application Fee for License 140	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
140 - SPECIAL EVENTS RETAIL	\$233.00	\$150.00	\$383.00
			\$0.00
Total Amount to be Charged	\$233.00	\$150.00	\$383.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 140 - SPECIAL EVENTS RETAIL

License Type 2:

License County: BALDWIN

Business Type: CORPORATION

Trade Name: **2024 WHARF BOAT SHOW**

Applicant Name: **EVENT CONCESSIONS INC**

Location Address: 4685 WHARF PARKWAY
ORANGE BEACH, AL 36561

Mailing Address: 355 HWY 361
PELHAM, AL 35124

Contact Person: MOLLIE DUCOTE

Contact Home Phone: 251-583-8416

Contact Business Phone: 251-583-8416

Contact Fax:

Contact Cell Phone:

Contact Email Address:

Contact Web Address:

Contact Relationship to Applicant: POWER OF ATTORNEY



**REGULAR CITY COUNCIL MEETING
MARCH 5, 2024**

Departments: City Clerk

Description of Topic: Approval of a Special Retail (More than 30 Days) Liquor License Application by WE OBA Manager, LLC, for Adventure Island.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2024.03.01 ABC Application - Adventure Island



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: **20240222104228767**

Type License: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS State: \$250.00 County: \$380.00

Type License:

State: County:

Trade Name: **ADVENTURE ISLAND**

Filing Fee: \$50.00

Applicant: **WE OBA MANAGER LLC**

Transfer Fee:

Location Address: 24559 PERDIDO BEACH BLVD ORANGE BEACH, AL 36561

Mailing Address: 217 COUNTRY CLUB PARK ; SUITE 502 BI, AL 35213

County: BALDWIN Tobacco sales: NO

Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: 001-029-946

Do you sell Draft Beer?:

Date Incorporated: 07/11/2022 State incorporated: DE

County Incorporated: SUSSEX

Date of Authority: 07/15/2022

Federal Tax ID: 883179679

Alabama State Sales Tax ID: R011513117

Name:	Title:	Date and Place of Birth:	Residence Address:
CHARLES JOSEPH BORDONARO 9782596 - AL	OWNER	01/01/1987 LIVINGSTON, NJ	37 W MONTCREST DRIVE MOUNTAIN BROOK, AL 35213
JUDY CORLEY MITCHEM 3406642 - AL	MINORITY INVESTOR	03/19/1956 CULLMAN, AL	3875 COUNTY ROAD 1354 VINEMONT, AL 35179

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? NO

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: CHARLES BORDONARO

Business Phone: 251-974-1500

Fax:

Home Phone: 201-819-0091

Cell Phone: 201-819-0091

E-mail: CHARLES@WYTHCOS.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240222104228767

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**

Name of Property owner/lessor and phone number: **WE OBA PROPERTY LLC (PROPERTY OWNER) AND WE OBA MANAGER LLC (BUSINESS) 201-819-0091**

What is lessors primary business? **REA ESTATE OWN AND OPERATE**

Is lessor involved in any way with the alcoholic beverage business? **YES**

Is there any further interest, or connection with, the licensee's business by the lessor? **YES**

Does the premise have a fully equipped kitchen? **NO**

Is the business used to habitually and principally provide food to the public? **NO**

Does the establishment have restroom facilities? **YES**

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**

Building Dimensions Square Footage: **10000** Display Square Footage:

Building seating capacity: **32** Does Licensed premises include a patio area? **YES**

License Structure: **SINGLE STRUCTURE** License covers: **OTHER**

Number of licenses in the vicinity: **0** Nearest: **0**

Nearest school: Nearest church: Nearest residence: **0 blocks**

Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240222104228767

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less? NO

More than 30 days? YES

Franchisee or Concessionaire of above? NO

Other valid responsible organization: YES

Explanation:

FAMILY AMUSEMENT PARK

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

What is the applicant(s) primary source of funding?: BUSINESS HAS EXISTING CASH FLOW

License Covers: AND OUTDOOR AMUSEMENT AREAS

Is the lessor involved in any way with the alcohol beverage business?: LEASES PROPERTY TO WE OBA MANAGER LLC. CHARLES BORDONARO IS MANAGING MEMBER/SIGNATORY OF BOTH LESSOR AND LESSEE

Is ther any further interest in, or connection with, the licensee's business by the lessor?: BUSINESS AND REAL ESTATE BOTH OWNED BY OWNER (OWNER/OPERATOR)



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20240222104228767



Initial each

☐ CB
☐ CB

Signature page

☐ CB

☐ CB

☐ CB

☐ CB

☐ CB

☐ CB

☐ CB

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Charles Bordonaro

Signature of Applicant: [Signature]

Notary Name (print): Patessa Ruffin Bennett

Notary Signature: [Signature]

Commission expires: 12-18-24



Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: **20240222104228767**
Application Payment Confirmation Number: **62884081**

Payment Summary	
Payment Item	Fee
Application Fee for License 160	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	\$380.00	\$250.00	\$630.00
			\$0.00
Total Amount to be Charged	\$380.00	\$250.00	\$630.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS

License Type 2:

License County: BALDWIN

Business Type: LLC

Trade Name: **ADVENTURE ISLAND**

Applicant Name: **WE OBA MANAGER LLC**

Location Address: 24559 PERDIDO BEACH BLVD
ORANGE BEACH , AL 36561

Mailing Address: 217 COUNTRY CLUB PARK ; SUITE 502
ORANGE BEACH, AL 35213

Contact Person: CHARLES BORDONARO

Contact Home Phone: 201-819-0091

Contact Business Phone: 251-974-1500

Contact Fax:

Contact Cell Phone: 201-819-0091

Contact Email Address:

Contact Web Address:

Contact Relationship to Applicant: OWNER



**REGULAR CITY COUNCIL MEETING
MARCH 5, 2024**

Departments: City Clerk

Description of Topic: Approval of a Special Retail (More than 30 Days) Liquor License Application by J.A.T. UNITED, LLC, for Oasis Beachside Cafe and Bar.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2024.03.01 ABC Application - Oasis Beachside Cafe and Bar



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240227104527376

Type License: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS **State:** \$250.00 **County:** \$380.00

Type License:

State: **County:**

Trade Name: OASIS BEACHSIDE CAFE AND BAR

Filing Fee: \$50.00

Applicant: JAT UNITED LLC

Transfer Fee:

Location Address: 23450 PERDIDO BEACH BLVD ORANGE BEACH, AL 36561

Mailing Address: 7073 ROCKY ROAD LOOP GULF SHORES, AL 36542

County: BALDWIN **Tobacco sales:** NO

Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: 001-110-966

Do you sell Draft Beer?:

Date Incorporated: 12/07/2023 **State incorporated:** AL

County Incorporated: BALDWIN

Date of Authority: 12/07/2023

Federal Tax ID: 99-0750627

Alabama State Sales Tax ID: R011967004

Name:	Title:	Date and Place of Birth:	Residence Address:
ANTHONY ROMAN IMMORMINO 10510545 - AL	PARTNER	02/06/1985 PALOS HEIGHTS, IL	7073 ROCKY ROAD LOOP GULF SHORES, AL 36542
JOLIE MARIE GALLAWAY G40043375803 - IL	PARTNER	07/17/1975 PALOS HEIGHTS, IL	7073 ROCKY ROAD LOOP GULF SHORES, AL 36542
GEORGE ALEXANDER MCNEESE 021821008 - CO	PARTNER	11/07/1983 PENSACOLA, FL	26676 CANAL ROAD ORANGE BEACH, AL 36561

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: ANTHONY IMMORMINO

Business Phone: 251-200-8584

Fax:

Home Phone: 815-685-2822

Cell Phone: 815-685-2822

E-mail: JOLIEMARIE17@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240227104527376

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**

Name of Property owner/lessor and phone number: PHOENIX WEST II OWNERS ASSOCIATION INC 713-829-9979

What is lessors primary business? **REAL ESTATE**

Is lessor involved in any way with the alcoholic beverage business? **YES**

Is there any further interest, or connection with, the licensee's business by the lessor? **YES**

Does the premise have a fully equipped kitchen? **YES**

Is the business used to habitually and principally provide food to the public? **YES**

Does the establishment have restroom facilities? **YES**

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**

Building Dimensions Square Footage: **760**

Display Square Footage:

Building seating capacity: **50**

Does Licensed premises include a patio area? **YES**

License Structure: **SINGLE STRUCTURE**

License covers: **OTHER**

Number of licenses in the vicinity: **0**

Nearest: **0**

Nearest school:

Nearest church:

Nearest residence: **0 blocks**

Location is within: **CITY LIMITS**

Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240227104527376



Initial each

☐ *al*
☐ *al*

In reference to law violations, I attest to the truthfulness of the responses given within the application.

☐ *al*
☐ *al*

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☐ *al*
☐ *al*

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

☐ *al*
☐ *al*

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

☐ *al*
☐ *al*

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

☐ *al*
☐ *al*

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☐ *al*
☐ *al*

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

☐ *al*
☐ *al*

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

☐ *al*
☐ *al*

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

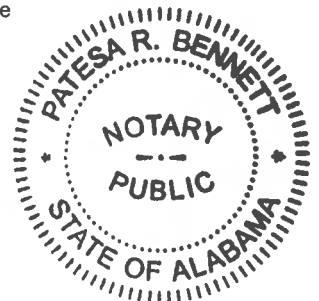
Applicant Name (print): *ANTHONY IMMORMINO*

Signature of Applicant: *Anthony Immormino*

Notary Name (print): *Patesa Bennett*

Notary Signature: *Patesa Bennett*

Commission expires: *12-18-2024*



Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240227104527376

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less? NO

More than 30 days? YES

Franchisee or Concessionaire of above? NO

Other valid responsible organization: YES

Explanation:

RESORT POOL CONCESSIONS

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

License Covers: RESTAURANT AND POOL CONCESSIONS

Is the lessor involved in any way with the alcohol beverage business?: LESSOR
RECEIVES PERCENTAGE OF NET SALES

Is there any further interest in, or connection with, the licensee's business by the
lessor?: LESSOR RECEIVES PERCENTAGE OF NET SALES



**REGULAR CITY COUNCIL MEETING
MARCH 5, 2024**

Departments: Community Development

Description of Topic: Approval of one-year extension for Case No. 1203-PUD-22, Romar Beach Hotel PUD expiring March 31, 2025.

Background/Description: Per Section 7.08 of the zoning ordinance, the applicant for Case No. 1203-PUD-22, Romar Beach Hotel PUD, requests a one-year extension to its PUD master plan. Final PUD was approved by City Council on March 1, 2023, by adoption of Ordinance No. 2023-1435.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 1203-PUD-22 Romar Beach Hotel - Staff Memo
2. Ord 2023-1435 Amd 172 1203-PUD-22 Romar Beach Hotel
3. 1203-PUD-22 Romar Beach Hotel - Applicant Request Letter
4. 1203-PUD-22 Romar Beach Hotel - Architectural Plans
5. 1203-PUD-22 Romar Beach Hotel - Master Plan



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



Memorandum

TO: Mayor Kennon
City Council

FROM: Griffin L. Powell, City Planner

CC: Sherri Descalzo, Planning Coordinator
Renee Eberly, City Clerk
Ford Handley, City Administrator
Jamie Logan, City Attorney

DATE: March 5, 2024

SUBJECT: **Case No. 1203-PUD-22**
Romar Beach Hotel PUD, 23370 Perdido Beach Boulevard
PUD Extension Request

1. In March 2023, ANR Group, on behalf of Shiv Sugar Hospitality LLC, obtained preliminary and final PUD approval to rezone 1.8 acres from RM-2 (Multi-Family Residential High Density) to PUD (Planned Unit Development) for the purpose of converting the former Romar Beach Baptist Church building into a hotel. The hotel project will involve 76 lodging rooms and will add more than 31,000 square feet of new floor area.
2. The project site is located at 23370 Perdido Beach Boulevard. The Phoenix West II Condominium is located to the east, and the Beach Music duplex development is situated to the west.
3. Since the March 2023 approval, the project obtained a Demolition Permit (D23-000014) in October 2023 for a partial demolition of the structure. In May 2023, the project submitted for Site Permit (ST23-000154) that was approved in February 2024 but has not been issued yet.
4. In February 2024, the project applied for its Building Permit (BP24-000092).
5. On February 1, 2024, Adam Martin from the ANR Group submitted a letter to the Community Development Department requesting a 12-month extension of the approval for Case No. 1203-PUD-22.
6. According to Martin, the project has recently obtained its regulatory approvals from the Alabama Department of Transportation (ALDOT) and U.S. Fish and Wildlife Services (USFWS).
7. The project has completed its exploratory demolition to confirm the final structural design for the new additions interface with the existing structure. Furthermore, the project has been engaged with its architect and Marriot to bring the building design to near completion.

8. Construction plans and documents have been submitted with BP24-000092.
9. The project anticipates having its building permit within 90 days of the first submission. However, this will be beyond the March 31, 2024, deadline for Case No. 1203-PUD-22, thus the request for the 12-month extension.
10. Per Section 7.08 of the zoning ordinance, a PUD project may request a 12-month extension if no building permits have been issued within 12 months of the PUD approval.
11. If the PUD extension for Case No. 1203-PUD-22 is approved, then the new expiration date will be March 31, 2025.

ORDINANCE NO. 2023-1435

**AN ORDINANCE FURTHER AMENDING ORDINANCE NO. 172,
CITY OF ORANGE BEACH ZONING ORDINANCE,
ROMAR BEACH HOTEL PLANNED UNIT DEVELOPMENT
PRELIMINARY AND FINAL PUD APPROVAL
(#1203-PUD-22)**

FINDINGS:

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

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

1. That the Zoning Ordinance of the City of Orange Beach as previously amended is hereby further amended for the property described for the purpose of converting the existing building into a hotel;
2. That the zoning classification is hereby rezoned from RM-2 (Multi-Family Residential High Density) to PUD (Planned Unit Development) for the property legally described as follows:

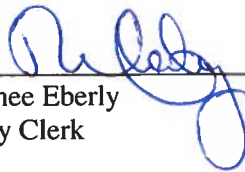
156'(S) X 785'(S) BEG AT SW COR LOT 15 OF D M RUSSELL SUBD, RUN
N 785'(S) 767'(D) TO S MARG COTTON BAYOU, TH SW'LY ALG M ARG
160'(S) 130'(D) TO W SEC 9 LINE, TH S 420', TH E 82.7', TH S 262.7' TO N
R/W LN OF HWY 182, TH NE 15.5' TO POB IN CI TY OF ORANGE BEACH
SEC 9-T9S-R5E (WD)

*Tax Parcel ID #05-66-06-13-3-001-104.000, PPIN #003292
23370 Perdido Beach Boulevard*

3. That the Zoning ordinance of the City of Orange Beach as previously amended is hereby further amended to approve the preliminary and final PUD for Romar Beach Hotel pursuant to application #1203-PUD-22 on file with the Department of Community Development;
4. That approval of this PUD is contingent upon the conditions recommended by staff as follows:
 - a. That approval includes the following deviations to the zoning ordinance:
 - (1) Section 4.03, Minimum Setbacks: Eliminating the required landscape area of 5 feet on the east side between the east driveway and east lot line to accommodate the increase in the width of the east driveway to 26 feet; and
 - (2) Section 4.05, Buffering Between Uses: Allowing the new construction areas on the third, fourth, fifth, and rooftop levels to have a setback of 20 feet instead of 30 feet from the west side lot line to match the setback of the existing building.
 - b. Coastal Permits will be required for the project.
5. That all ordinances or parts of ordinances in conflict are, to the extent of such conflict, repealed; and
6. That this Ordinance shall become effective immediately upon its adoption and publication as

required by law.

ADOPTED THIS 1st DAY OF MARCH, 2023.



Renee Eberly
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies
that the foregoing ORDINANCE 2023-1435

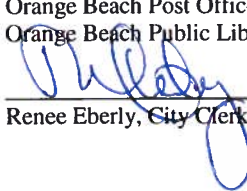
was posted on 03/02/2023 in the following three

(3) public places:

Orange Beach City Hall _____

Orange Beach Post Office _____

Orange Beach Public Library _____



Renee Eberly, City Clerk





01 February 2024

RE: PUD case # 1203-PUD-22 Request for PUD extension

Griffin Powell, Kit Alexander, and whom it may concern,

The property owner is requesting an extension of the PUD approval for our AC Romar Hotel project located in Orange Beach, AL (PUD case # 1203-PUD-22). To qualify the need for an extension we have described the reasoning below.

A&R has made great progress on site permits to include approvals from ALDOT (including redesign for scope reduction), National Fish and Wildlife Services, and other entities. With the final ALDOT approval now in the hands of City of Orange Beach we understand our land development permit is being granted.

In addition, you may also be aware A&R currently has an active partial building demolition permit and has completed exploratory demolition to confirm final structural design and means/methods for the new structure interface with existing structure. Having this new information in-hand, and better direction on the super structure, we have been very engaged with our architect and Marriott bringing the building design to nearly 95% completion. While building design has been an arduous puzzle, by the time this letter is received the first round of construction documents should have been submitted for both local and state building permit review. Our team anticipates we can secure a building permit within ± 90 days of the first submittal, but that will put us beyond the March 31, 2024 expiration of the original PUD. We would like to request an extension of the PUD in order to secure our building permit. We understand the typical approval is 1 year, which puts our new date of expiration of March 31, 2025 assuming the request is granted.

At nearly 100% construction documents, and between fees, public bonds, design and engineering cost, as well as project management efforts, A&R is clearly invested and engaged in the project. We are working diligently to finalize all remaining items, and we are very anxious to get fully mobilized for construction on this project in order to build a great asset for A&R and the city of Orange Beach, AL.

Thank you for your time, consideration, and your patience with us on this project. If you have any questions please do not hesitate to contact A&R Development via email at amartin@anrgroup.com. OR dial Ken Patel at 251-747-1461 OR our company office at 1-800-984-1982 (Dial 4; Ext. 2).

Regards,

Adam Martin
Director, A&R Development

Cc:
Ken Patel, Owner / CEO A&R Group
Zach Hoyt, President, A&R Development
Mark Joyce, Project Manager, A&R Construction
Austin Lutz, PE, EDG Project Civil Engineer
Craig Johnson, PLS, EDG
Evan Ramlochan, AIA, JCER Project Architect



1 FRONT RENDERING
SCALE: NTS



2 REAR RENDERING
SCALE: NTS



JCER DESIGN CONSULTANTS LLC
NEW YORK
325 GOLD STREET, STE 604
BROOKLYN, NY 11201

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OWNER

OWNER NAME
A&R DEVELOPMENT
GULF SHORES, AL

PROJECT TEAM
CIVIL ENGINEER
Engineering Design Group
DAVID DICHARA
DICHARA@EDGALABAMA.COM

REVISIONS		
	OWNER DESIGN REVIEW	05.31.22
	OWNER DESIGN REVIEW	06.14.22
	OWNER DESIGN REVIEW	06.24.22
	OWNER DESIGN REVIEW	06.28.22
	OWNER DESIGN REVIEW	07.11.22
	OWNER DESIGN REVIEW	11.02.22
	OWNER DESIGN REVIEW	11.28.22
	OWNER DESIGN REVIEW	12.05.22
	OWNER DESIGN REVIEW	12.06.22
	OWNER DESIGN REVIEW	01.30.23

PROJECT NAME

AC RETREAT, BY MARRIOTT
ROMAR BEACH, AL

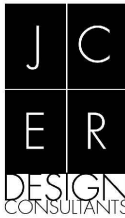
DRAWING NAME

FRONT AND REAR RENDERING

SEAL+SIGNATURE	DATE	05.20.22
	PROJECT NUMBER	22.200
	DRAWING NUMBER	A-100.00
	PAGE NUMBER	1 OF 5
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1 FRONT RENDERING
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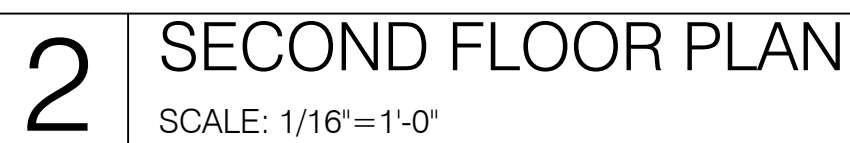
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AC RETREAT, BY MARRIOTT
ROMAR BEACH, AL

DRAWING NAME

FRONT RENDERING

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	PROJECT NUMBER	22.200
	DRAWING NUMBER	A-101.00
	PAGE NUMBER	2 OF 5
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GULF SHORES, AL

PROJECT TEAM
CIVIL ENGINEER
Engineering Design Group
DAVID DICHARA
DICHARA@GALABAMA.COM

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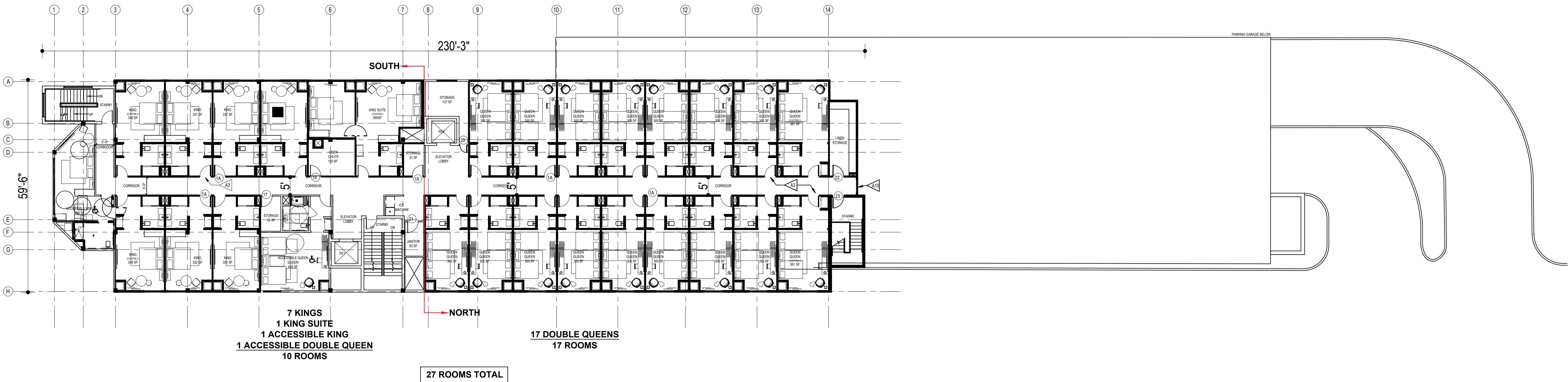
PROJECT NAME

AC RETREAT, BY MARRIOTT
ROMAR BEACH, AL

DRAWING NAME

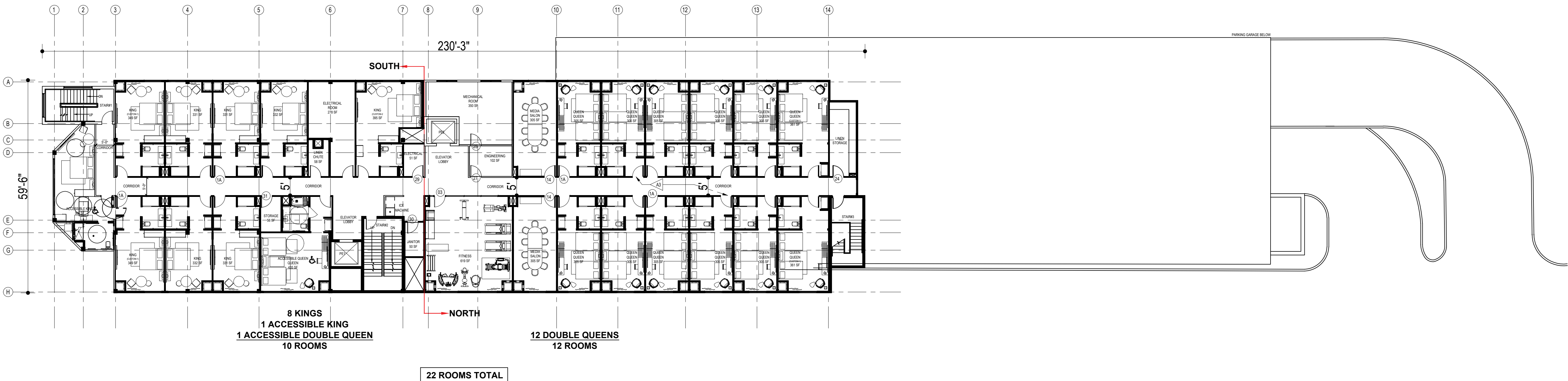
THIRD FLOOR PLAN
TYPICAL FLOOR PLAN

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	PROJECT NUMBER	22.200
	DRAWING NUMBER	A-103.00
	PAGE NUMBER	4 OF 5
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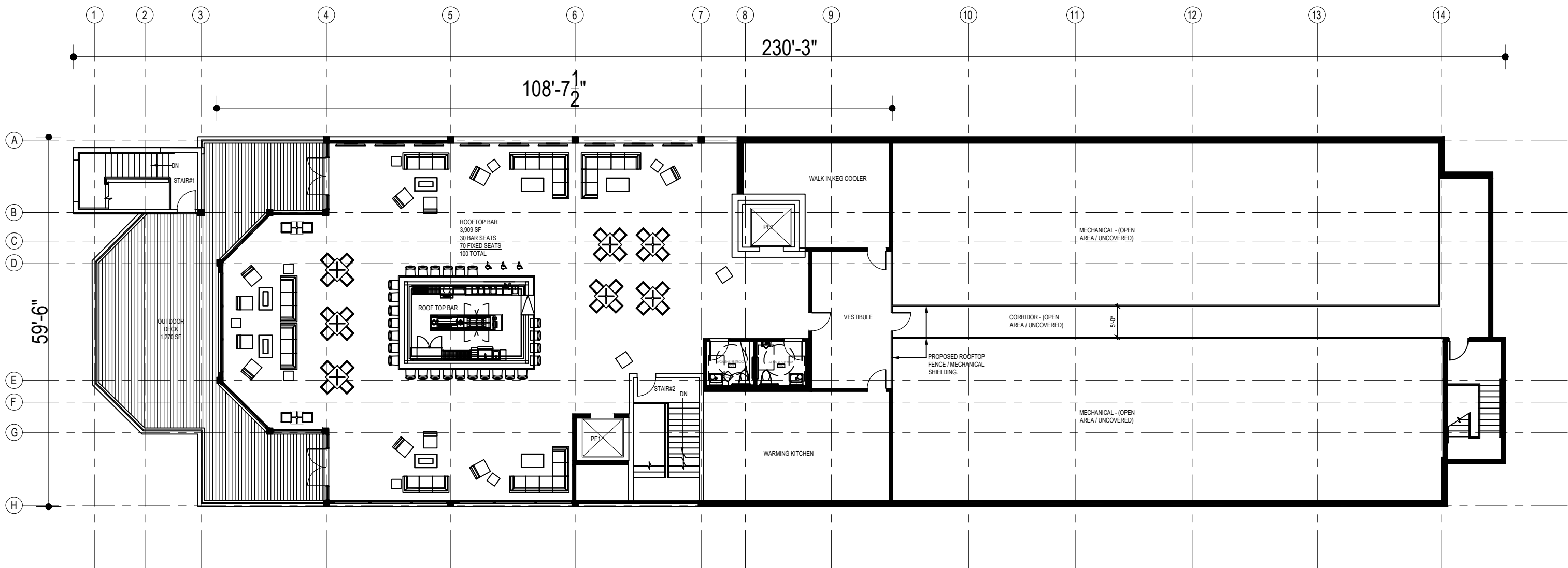
2 FOURTH & FIFTH FLOOR PLAN

SCALE: 1/16"=1'-0"



1 THIRD FLOOR PLAN

SCALE: 1/16"=1'-0"



1 ROOF PLAN
SCALE: 1/16"=1'-0"

PROJECT MATRIX									
ROOM MATRIX									
GUESTROOMS	FLOOR					TOTAL			
	1	2	3	4	5				
STANDARD KING			8	7	7	22	32%		
ACCESSIBLE KING *			1	1	1	3			
STANDARD QUEEN/QUEEN			12	17	17	46	65%		
ACCESSIBLE QUEEN/QUEEN *			1	1	1	3			
KING SUITE			1	1	1	2	3%		
TOTAL			22	27	27	76	100		
ACCESSIBLE ROOMS *						6	8%		
FLOOR AREA (SF)									
	EXISTING + NEW CONSTRUCTION					NEW CONSTRUCTION			
1ST LEVEL PLAN (PODIUM)	20,560 SF					2,027 SF			
2ND LEVEL PLAN (FOH + BOH + PARKING)	20,120 SF					1,588 SF			
3RD LEVEL FLOOR PLAN	13,024 SF					7,178 SF			
4TH LEVEL FLOOR PLAN	13,024 SF					7,178 SF			
5TH LEVEL FLOOR PLAN	13,024 SF					7,178 SF			
ROOF TOP LEVEL FLOOR PLAN	5,927 SF					5,927 SF			
TOTAL	85,679 SF					31,076 SF			
PARKING MATRIX									
PARKING TYPE	REQUIRED					PROVIDED			
ACCES. PARKING SPACE	4					4			
VAN PARKING SPACE	1					1			
STANDARD PARKING SPACE	66					66			
COMPACT PARKING SPACE	25 MAX ALLOWED					25			
TOTAL PARKING SPACES (25 COMPACT SPACES)	96					96			

NOTE: 76 ROOMS X 1.25 PARKING SPACES = 95 PARKING SPACES REQUIRED. EMPLOYEE PARKING (1) X 0.33 = 0.33 SPACES. TOTAL REQUIRED PARKING SPACES = 96 SPACES. TOTAL PROVIDED = 96.

NOTE: ONLY (1) ONE EMPLOYEE WILL BE PERMITTED TO PARK ON-SITE. ALL OTHER EMPLOYEES WILL BE SHUTTLED FROM AN OFF-SITE LOCATION

NOTE: BED COUNT INFORMATION SHOWN IN THIS TABLE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. BED COUNT MAY BE MODIFIED AT OWNER DISCRETION AS NEEDED; SO LONG AS THE ROOM COUNT DOES NOT EXCEED THE TOTAL LISTED IN THIS TABLE.



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OWNER

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A&R DEVELOPMENT
GULF SHORES, AL

PROJECT TEAM
CIVIL ENGINEER
Engineering Design Group
DAVID DICHARA
DICHARA@EDGALABAMA.COM

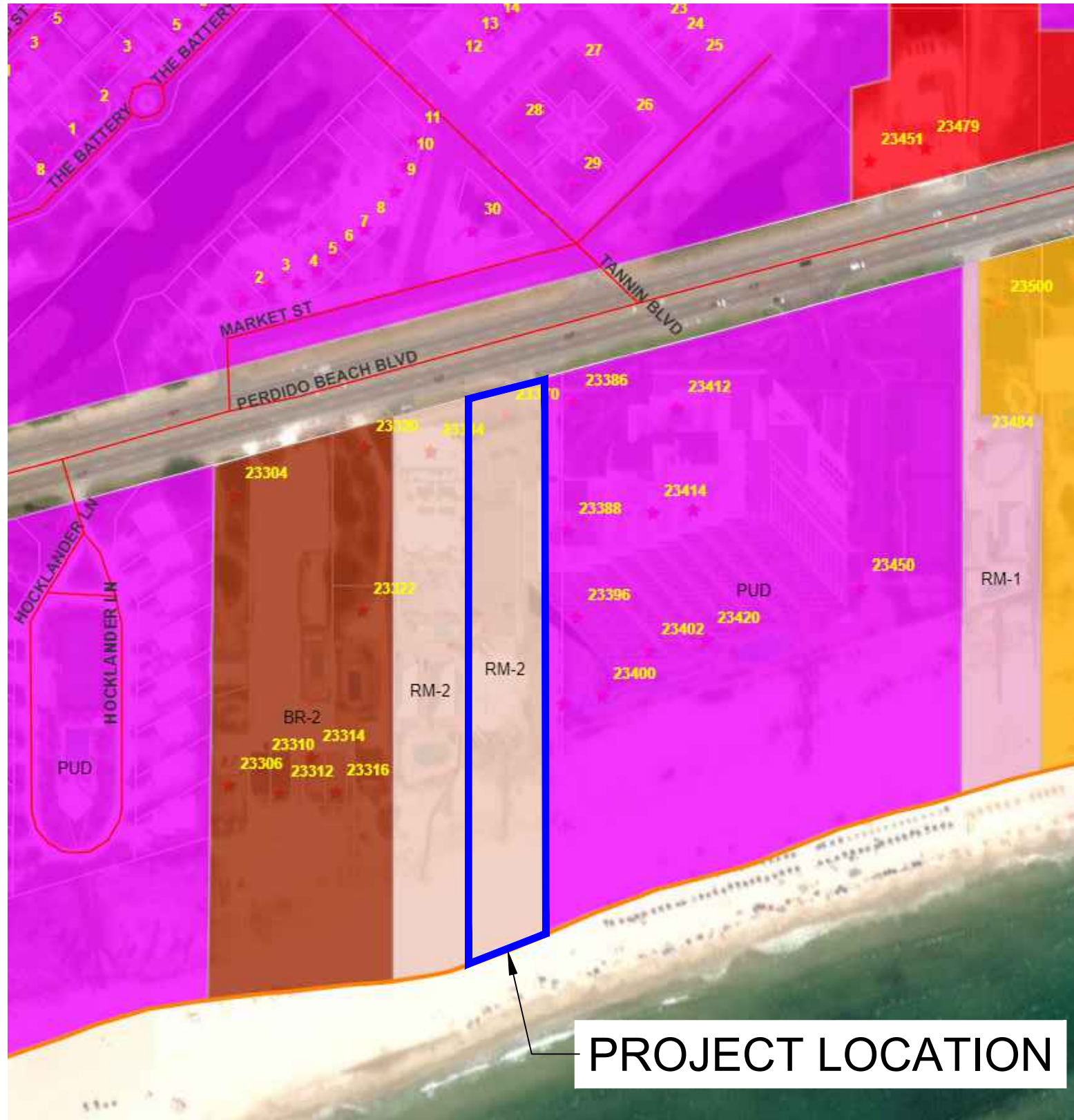
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	OWNER DESIGN REVIEW	12.06.22
	OWNER DESIGN REVIEW	01.30.23

PROJECT NAME

AC RETREAT, BY MARRIOTT
ROMAR BEACH, AL

DRAWING NAME
ROOF PLAN AND PROJECT
MATRIX

SEAL+SIGNATURE	DATE	05.20.22
	PROJECT NUMBER	22.200
	DRAWING NUMBER	A-104.00
	PAGE NUMBER	5 OF 5
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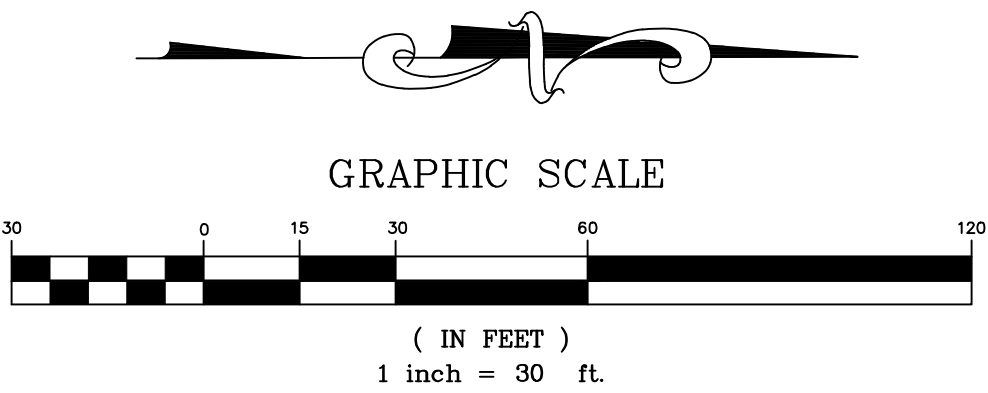
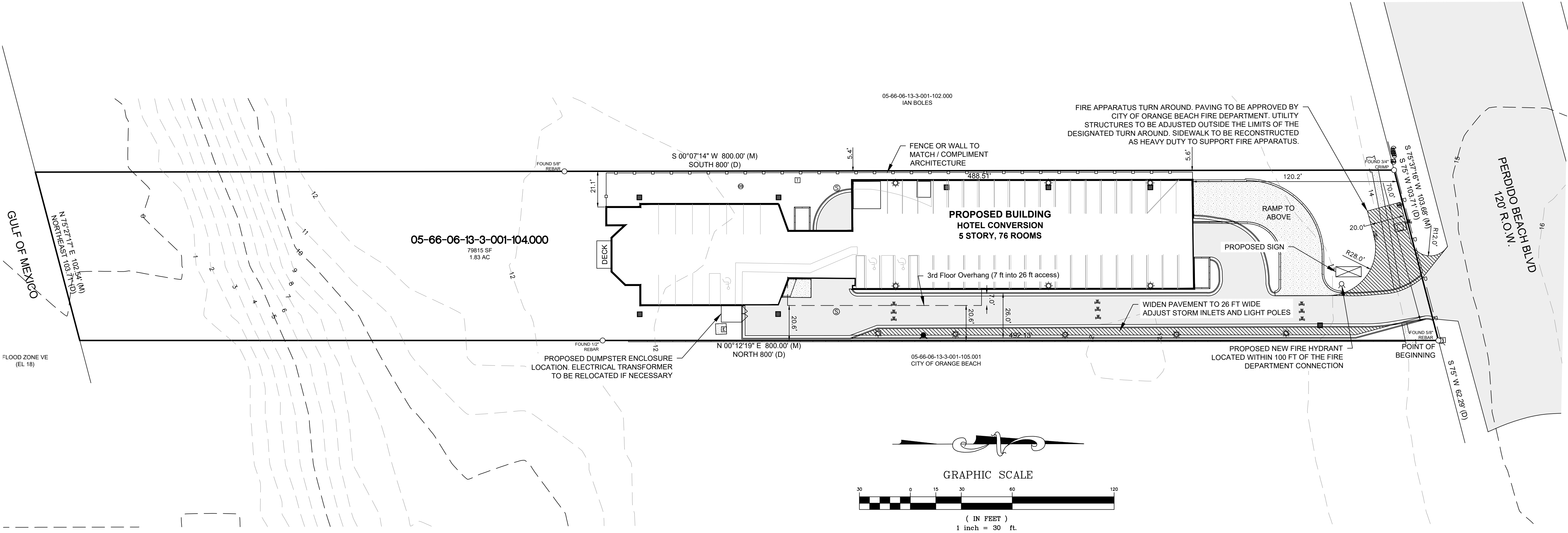
ZONING MAP
SCALE - N.T.S



VICINITY MAP
SCALE - N.T.S

SITE DATA	
PARCEL NUMBERS:	05-66-06-13-3-001-104.000
TOTAL SITE AREA:	1.83 AC
MAX BUILDING COVERAGE:	16.4%
TOTAL IMPERVIOUS AREA:	36,198 SF (45.4%)
BUILDING AREA:	13,101 SF (16.4%)
VEHICULAR USE AREA:	23,097 SF (29.0%)
LANDSCAPED AREA:	10,438 SF (24.0%)
OPEN SPACE:	33,079 SF (30.6%)
TOTAL UNITS:	76 LODGING ROOMS
DENSITY:	42 LODGING ROOMS/ACRE
EXISTING BUILDING HEIGHT:	90'-4" (TOP OF ROOF)
PROPOSED BUILDING HEIGHT:	80'-4" (TOP OF ROOF)
PARKING REQUIRED:	96 SPACES
REQUIRED FOR LODGING ROOMS:	76 ROOMS x 1.25 = 95 SPACES
LESS THAN 600 SF	1 SPACE* (SHUTTLE PROVIDED FOR THE REMAINING EMPLOYEES)
REQUIRED FOR EMPLOYEES:	
PARKING PROVIDED:	96 SPACES

- PUD PLAN NOTES:
- ALL SIGNAGE WILL ADHER TO THE CITY'S SIGNAGE ORDINANCE.
 - PARKING ON SITE FOR THE HOTEL AND ALL AMENITIES ON PROPERTY WILL BE RESTRICTED TO HOTEL GUEST USERS ONLY. VIOLATORS WILL BE TOWED AND TOWING OF AUTHORIZED VEHICLES WILL BE STRICTLY ENFORCED.
 - THE HOTEL WILL HAVE (3) THREE FULL TIME TEAM LEADS, OF WHICH (1) ONE WILL BE PERMITTED TO PARK ON THE PROPERTY THROUGHOUT THE WORKDAY. ALL OTHER TEAM LEADERS AND ASSOCIATES WILL BE REQUIRED TO PARK AT AN OFFSITE LOCATION AND SHUTTLED TO THE FACILITY, FREE OF CHARGE, BY AN OWNER PROVIDED SHUTTLE SERVICE.



ALABAMA
LICENSED
No. 35032
PROFESSIONAL
ENGINEER
A. D. DICKSON
2/1/2023

EDG

ENGINEERING DESIGN GROUP

PELHAM, AL
120 BISHOP CIRCLE SUITE 300
PELHAM, AL 35124
(205) 403-9158

FOLEY, AL
1000 E. LAUREL STREET
FOLEY, AL 36535
(251) 943-8960

ISSUED FOR PUD APPLICATION: 12/15/2022

REVISIONS

2/1/2023 - FENCEWALL ADDED ALONG WESTERN PROPERTY

PROJECT ADDRESS:
23370 PERDIDO BEACH BLVD
ORANGE BEACH, AL

SHEET TITLE:
SITE PLAN

PROJECT NAME:
AC HOTELS MARRIOTT

DRAWN BY:
DAD

CHECKED BY:
DAD

PROJECT No.:
F_ARCO 0007

CAD FILE:
SITE PLAN

DATE:
February 1, 2023

SHEET NO.
C1.0

Page 84 of 201



**REGULAR CITY COUNCIL MEETING
MARCH 5, 2024**

Departments: Community Development

Description of Topic: Approval of one-year extension for Case No. 1205-PUD-22, Jones Duplex PUD expiring March 31, 2025.

Background/Description: Per Section 7.08 of the zoning ordinance, the applicant for Case No. 1205-PUD-22, Jones Duplex PUD, requests a one-year extension to its PUD master plan. Final PUD was approved by City Council on March 21, 2023, by adoption of Ordinance No. 2023-1440.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 1205-PUD-22 Jones Duplexes - Staff Memo
2. Ord 2023-1440 Amd 172 1205-PUD-22 Jones Duplexes
3. 1205-PUD-22 Jones Duplexes - Master Plan
4. 1205-PUD-22 Jones Duplexes - Applicant Request Letter



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



Memorandum

TO: Mayor Kennon
City Council

FROM: Griffin L. Powell, City Planner

CC: Sherri Descalzo, Planning Coordinator
Renee Eberly, City Clerk
Ford Handley, City Administrator
Jamie Logan, City Attorney

DATE: March 5, 2024

SUBJECT: **Case No. 1205-PUD-22**
Jones Duplexes PUD, 26480 Perdido Beach Boulevard
PUD Extension Request

1. In March 2023, Lucido Engineering and Surveying LLC, on behalf of Rodney Jones, obtained preliminary and final PUD approval to rezone 1.88 acres from Single-Family Residential (RS-1) to Planned Unit Development (PUD) for a beachfront residential development consisting of two duplexes and three single-family houses.
2. This property is located immediately east of the new parking garage for the Turquoise Place Condominium.
3. In January 2024, the project submitted for Site Permit (ST24-000040) and Coastal Permit. Both permits are currently under review.
4. The project has not submitted for building permits for the duplexes and single-family houses.
5. On February 5, 2024, Forrest Daniell, on behalf of Rodney Jones, submitted a letter to the Community Development Department requesting a 12-month extension for Case No. 1205-PUD-22.
6. According to the letter, Rodney Jones has allowed the parking garage project to the west to utilize his lot as construction laydown area and as air space for the construction crane. With the parking garage project nearing completion, he is ready to begin construction of his PUD project.
7. Per Section 7.08 of the zoning ordinance, a PUD project may request a 12-month extension if no building permits have been issued within 12 months of the PUD approval.
8. If the PUD extension for Case No. 1205-PUD-22 is approved, then the new expiration date will be March 31, 2025.

ORDINANCE NO. 2023-1440

**AN ORDINANCE FURTHER AMENDING ORDINANCE NO. 172,
CITY OF ORANGE BEACH ZONING ORDINANCE,
JONES DUPLEXES RESIDENTIAL PLANNED UNIT DEVELOPMENT
PRELIMINARY AND FINAL PUD APPROVAL
(#1205-PUD-22)**

FINDINGS:

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

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

1. That the Zoning Ordinance of the City of Orange Beach as previously amended is hereby further amended for the property described for the purpose of constructing a beachfront residential development consisting of two duplexes and three single-family houses;
2. That the zoning classification is hereby rezoned from RS-1 (Single-Family Residential) to PUD (Planned Unit Development) for the property legally described as follows:

110'(S) X 585'(S) IRR BEG AT PT WHERE W LINE OF W1/2 OF SUB 6 SEC 9-9-5
INTERSECTS THE S R/W LINE PAVED HWY TH E'LY ALG S R/ W LINE 103.9' FOR
POB TH CONT E'LY 103.9' FOR THE FRONT AND DEPTH EXT S'LY BETWEEN
PAR LINE WHICH ARE ALSO PAR TO SD W L INE W1/2 OF SD SUB 6 456' MOL
TO SHORE LINE OF GULF SEC 9-T9 S-R5E (WD/SURVIVORSHIP)

Tax Parcel ID #05-65-02-09-0-002-071.000, PPIN #18196

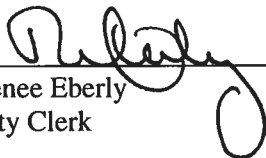
26480 Perdido Beach Boulevard

3. That the Zoning ordinance of the City of Orange Beach as previously amended is hereby further amended to approve the preliminary and final PUD for Jones Duplexes Residential pursuant to application #1205-PUD-22 on file with the Department of Community Development;
4. That approval of this PUD is contingent upon the conditions recommended by staff as follows:
 - a. The by-right plan shall be amended to adhere to Sections 5.0601 and 5.0602 of the Zoning Ordinance restricting density and requiring side walls and separation between two structures, respectively.
 - b. That approval includes the following deviations to the zoning ordinance:
 - (1) Section 5.0601, Number of Principal Buildings on Lot: To allow the proposed PUD to have seven residential dwellings, exceeding the maximum of two residential dwellings that are allowed for RS lots with lot areas more than 26,250 square feet; and
 - (2) Section 5.0602, Space between Buildings: To allow the separation between the side walls of the two buildings to be 10 feet, which is less than the 20 feet requirement.
 - c. Provision of screening details for the enclosed trash receptacle or dumpster area in the

front of the setback area. The height of the solid enclosure fence must be at least 6 feet.

- d. Swimming pools for the single-family houses shall have a minimum setback of 5 feet from the west side lot line.
 - e. The six surface parking spaces between the single-family houses and duplexes shall have signage designating parking spaces for specific units.
 - f. Removal of the current FDC (Fire Department Connection) on the site plan. A 1.5-inch connection can be placed on the structure and tied directly into the NFPR 13R sprinkler system.
 - g. A 2-inch common sewer force main is recommended instead of the 1.5-inch main as shown.
 - h. A Coastal Permit shall be obtained as required.
 - i. Provision of a tree survey and amendment to the landscape plan to reflect tree mitigation requirements if necessary.
5. That all ordinances or parts of ordinances in conflict are, to the extent of such conflict, repealed; and
 6. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 21st DAY OF MARCH, 2023.

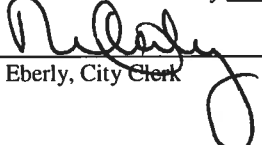


Renee Eberly
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies
that the foregoing ORDINANCE 2023-1440
was posted on 03/22/2023 in the following three

(3) public places:

Orange Beach City Hall _____
Orange Beach Post Office _____
Orange Beach Public Library _____



Renee Eberly, City Clerk



Jones Duplexes PUD

Orange Beach, Alabama

Consultants

Architect:
Forrest Daniell & Associates
8007 American Way
Daphne, AL 36526
Ph: (251) 625-6490
Fax: (251) 625-6494

Civil Engineer:
Lucido Engineering &
Surveying, LLC
24693 Canal Road, Suite A
Orange Beach, AL 36561
Ph: (251) 967-3250

Landscape Architect:
Kent H. Broom, Inc.
Landscape Architect, Consultant
Fairhope, AL
Ph: (251) 621-9141

Sheet Index

T101 Title Sheet / Index to Drawings

Civil

V-1.00 Boundary and Topographic Survey

C-1.00 Site Plan

C-2.00 Grading and Drainage Plan

C-3.00 Erosion Control Plan

C-4.00 Utility Plan

C-5.00 Details

Landscape

L-1.0 Landscape Plan

L-2.0 Landscape Details

Architectural

BR001 By Right Plan

A001 Architectural Site Plan

A101 Floor plans - Single Family

A102 Floor Plans - Duplex - Ground Level

A103 Floor Plans - Duplex - Level 2, 3, and 4

A201 Exterior Elevations - Single Family

A202 Exterior Elevations - Duplex

JONES DUPLEXES PUD

26480 Perdido Beach Blvd.
Orange Beach, Alabama

FORREST DANIELL
& Associates, P.C.



Architecture & Planning

8007 American Way

Daphne, AL 36526

(251) 625-6490

(251) 625-6494 fax

www.fddaniell.com

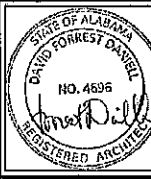
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FILE NAME:

REVISIONS

12/07/2022



FILE: F022027

DATE: JANUARY 10, 2023

T101

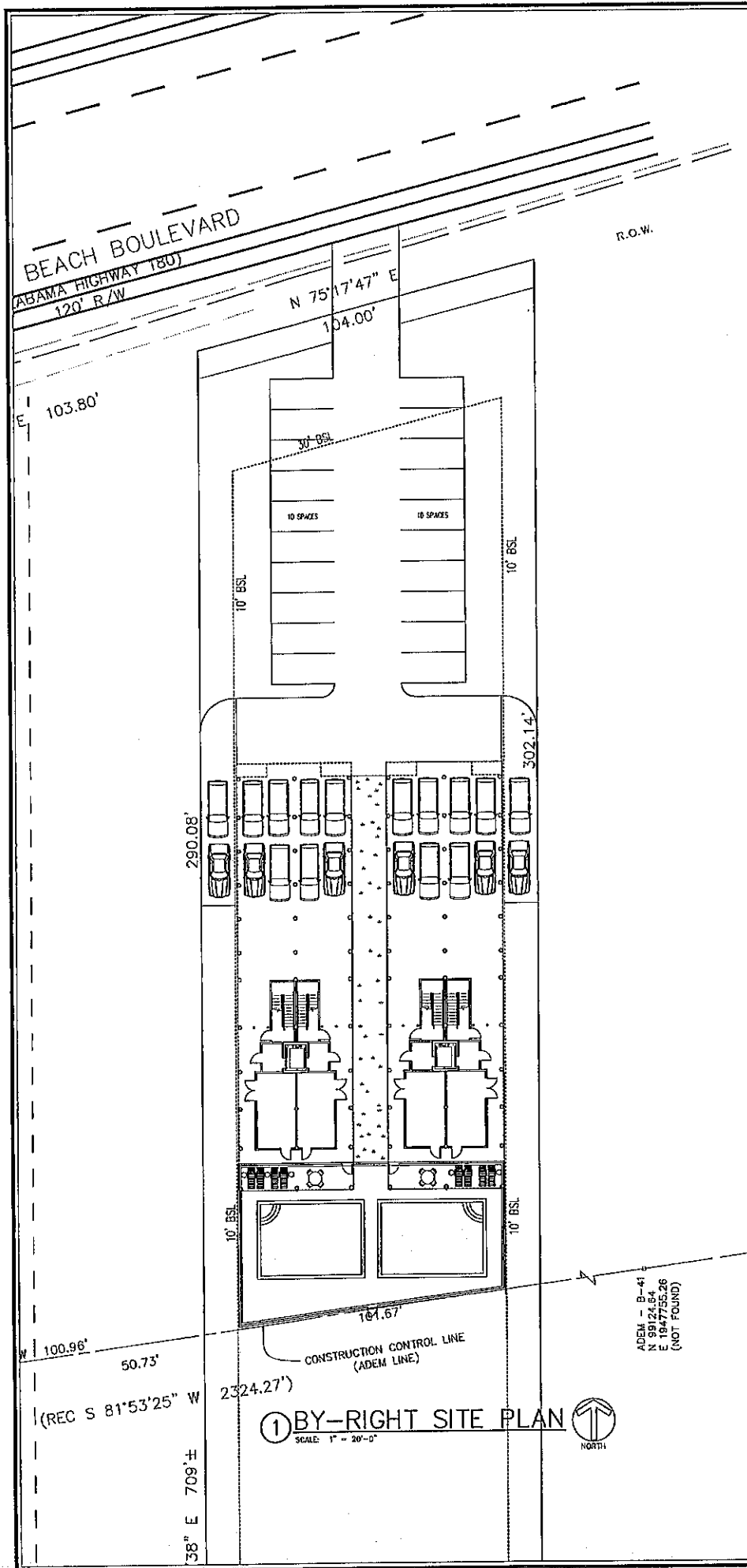
TITLE SHEET
INDEX TO DRAWINGS

RECEIVED

O.B. COMMUNITY DEV.

1205-PUD-23

File Copy



② LEVEL 1
SCALE: 1" = 20'-0"
NORTH

③ LEVEL 2
SCALE: 1" = 20'-0"
NORTH

④ LEVEL 3
SCALE: 1" = 20'-0"
NORTH

① BY-RIGHT SITE PLAN
SCALE: 1" = 20'-0"
NORTH

BY-RIGHT SITE / BUILDING SUMMARY	
CURRENT ZONING:	RS-1
LOT AREA:	61,890 S.F. (1.88 ACRES)
TWO-FAMILY DWELLINGS ALLOWED:	1 / ACRE = 1.88 (2 UNITS)
DUPLEX #1	3 STORIES OVER PARKING (50' MEAN ROOF HT.)
20 BEDROOMS (10/UNIT)	20 PARKING SPACES PROVIDED
DUPLEX #2	3 STORIES OVER PARKING (50' MEAN ROOF HT.)
20 BEDROOMS (10/UNIT)	20 PARKING SPACES PROVIDED
TOTAL BEDROOMS:	40 BEDROOMS
TOTAL PARKING REQUIRED:	40 SPACES
TOTAL PARKING PROVIDED:	40 SPACES
TOTAL UNITS PER ACRE:	1 UNIT/ACRE
TOTAL IMPERVIOUS COVERAGE:	19,547 S.F.
(INCLUDES BLDG. FOOTPRINT, POOL DECKS, 8' SIDEWALK AND DRIVES)	23.8% COVERAGE
DEVELOPABLE AREA (NORTH OF COL):	29,816 S.F.
TOTAL LANDSCAPED AREA IN DEVELOPABLE AREA:	10,269 S.F.
PERCENT OF LANDSCAPED AREA IN DEVELOPABLE AREA:	34.4%
TOTAL LANDSCAPED AREA:	62,343 S.F.
(INCLUDES GRASS PAVE AND GRAVEL PAVE AREAS)	76.1% LANDSCAPED
GROSS BUILDING AREAS:	
DUPLEX #1:	15,925 S.F.
DUPLEX #2:	15,925 S.F.
TOTAL GROSS BUILDING AREA:	31,850 S.F.
FRONT SETBACK:	30'-0"
SIDE SETBACK (WEST SIDE):	10'-0"
SIDE SETBACK (EAST SIDE):	10'-0"
REAR SETBACK:	COASTAL CONSTRUCTION LINE

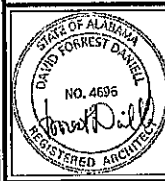
JONES DUPLEXES PUD
26480 Perdido Beach Blvd.
Orange Beach, Alabama

FORREST DANIELL
& Associates, P.C.

Architecture & Planning
8007 American Way
Daphne, AL 36526
(251) 625-6490
(251) 625-6494 fax
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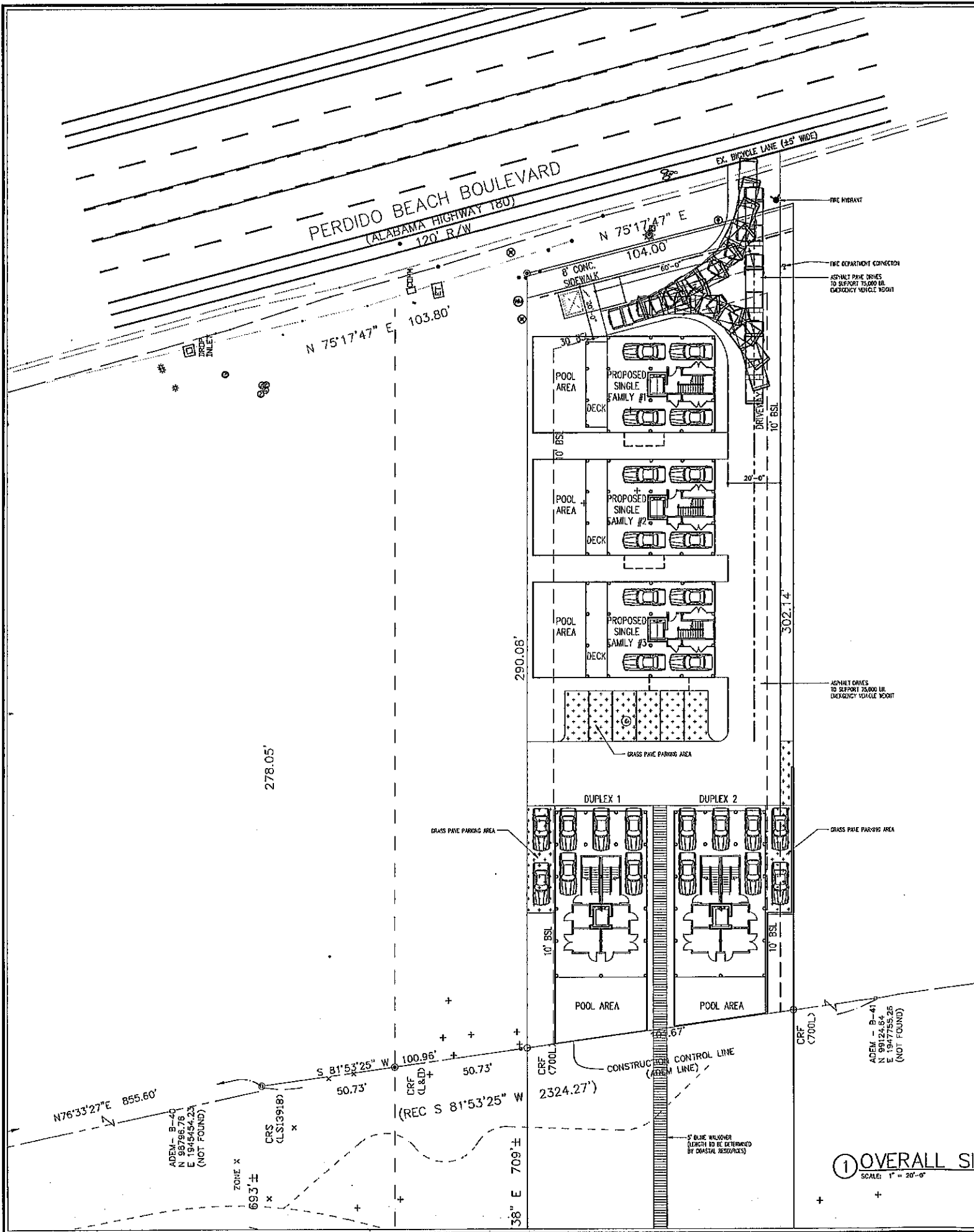
REVISIONS
12/17/2021



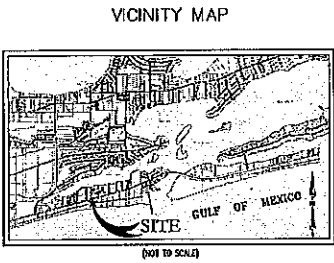
FILE: F022027
DATE: JANUARY 10, 2023

BR001
BY-RIGHT PLAN

SHEET ADDED



SITE / BUILDING SUMMARY	
CURRENT ZONING:	RS-1
LOT AREA:	81,890 S.F. (1.88 ACRES)
SINGLE FAMILY #1:	2 STORIES OVER PARKING (40'-6" MEAN ROOF HT.)
5 BEDROOMS	5 PARKING SPACES PROVIDED
SINGLE FAMILY #2:	2 STORIES OVER PARKING (40'-6" MEAN ROOF HT.)
5 BEDROOMS	5 PARKING SPACES PROVIDED
SINGLE FAMILY #3:	2 STORIES OVER PARKING (40'-6" MEAN ROOF HT.)
5 BEDROOMS	5 PARKING SPACES PROVIDED
DUPLEX #1:	3 STORIES OVER PARKING (49'-10 5/8" MEAN ROOF HT.)
8 BEDROOMS	8 PARKING SPACES PROVIDED
DUPLEX #2:	3 STORIES OVER PARKING (49'-10 5/8" MEAN ROOF HT.)
8 BEDROOMS	9 PARKING SPACES PROVIDED
TOTAL BEDROOMS:	31 BEDROOMS
TOTAL PARKING REQUIRED:	31 SPACES
TOTAL PARKING PROVIDED:	32 SPACES
TOTAL UNITS PER ACRE (TWO-FAMILY RESIDENCE = 1 UNIT):	2.7 UNITS/ACRE
TOTAL IMPERVIOUS COVERAGE:	13,590 S.F.
(INCLUDES BLDG. FOOTPRINT, POOL DECKS & 8' SIDEWALK)	16.6% COVERAGE
DEVELOPABLE AREA (NORTH OF CCL):	29,816 S.F.
TOTAL LANDSCAPED AREA IN DEVELOPABLE AREA:	16,226 S.F.
(INCLUDES ASPHALT PAVED DRIVES)	
PERCENT OF LANDSCAPED AREA IN DEVELOPABLE AREA:	54.4%
TOTAL LANDSCAPED AREA:	68,300 S.F.
(INCLUDES GRASS PAVE AND ASPHALT PAVED AREAS)	83.4% LANDSCAPED
GROSS BUILDING AREAS:	
SINGLE FAMILY #1:	3,800 S.F.
SINGLE FAMILY #2:	3,800 S.F.
SINGLE FAMILY #3:	3,800 S.F.
DUPLEX #1:	8,853 S.F.
DUPLEX #2:	8,853 S.F.
TOTAL GROSS BUILDING AREA:	29,106 S.F.
FRONT SETBACK:	30'-0"
SIDE SETBACK (WEST SIDE):	10'-0"
SIDE SETBACK (EAST SIDE):	10'-0"
REAR SETBACK:	COASTAL CONSTRUCTION LINE



SHEET ADDED

JONES DUPLEXES PLUD
26480 Perdido Beach Blvd.
Orange Beach, Alabama

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& Associates, P.C.

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8007 American Way
Daphne, AL 36526
(251) 625-6490
(251) 625-6494 fax
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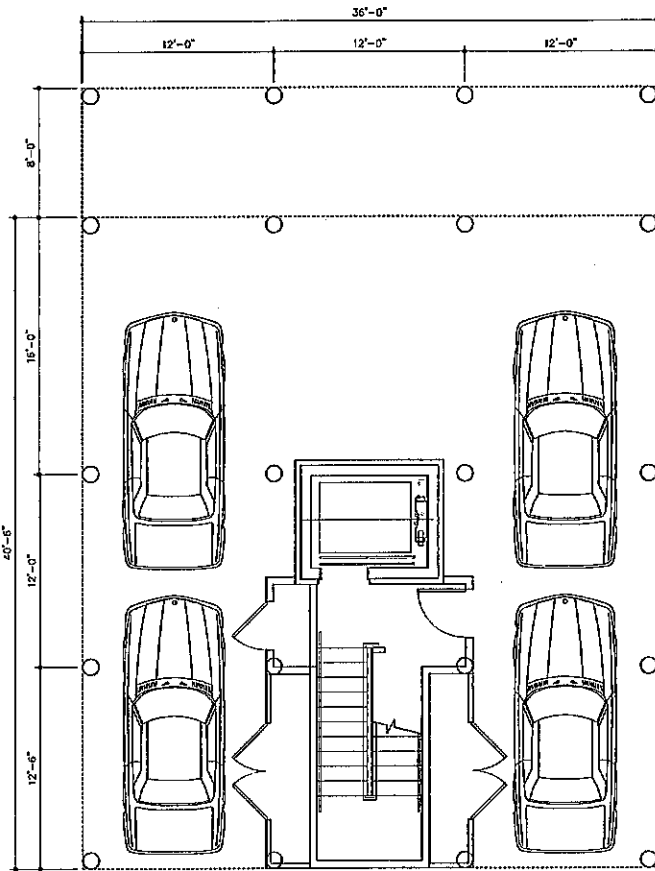
REVISIONS
12/21/2022

STATE OF ALABAMA
FORREST DANIELL
NO. 4595
REGISTERED ARCHITECT

FILE: FD22022
DATE: JANUARY 10, 2023

A001

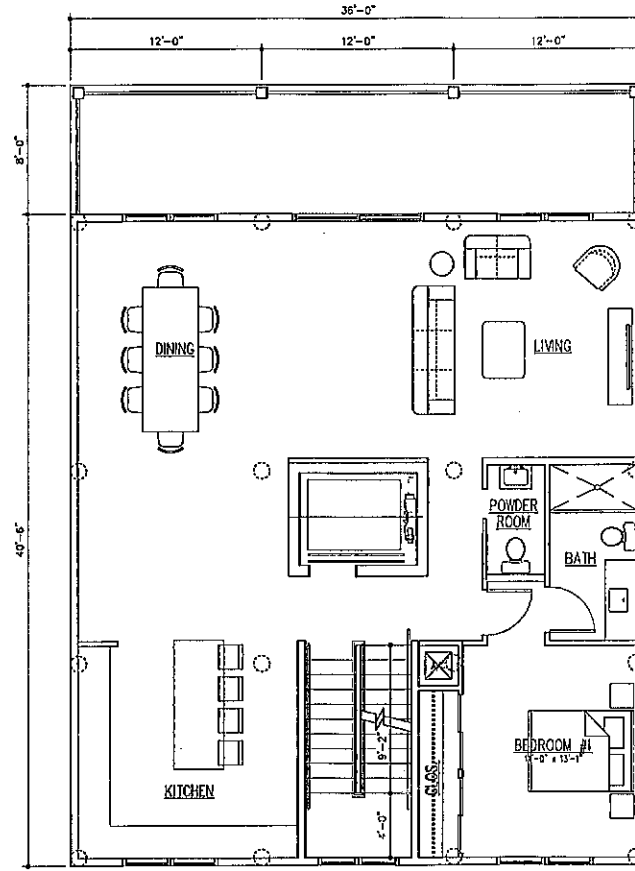
SITE PLAN



AREAS:
 CONDITIONED AREA: 221 S.F.
 UNCONDITIONED STORAGE: 87 S.F.
 GROSS AREA: 308 S.F.

① FLOOR PLAN - LEVEL 2

SCALE: 3/16" = 1'-0"



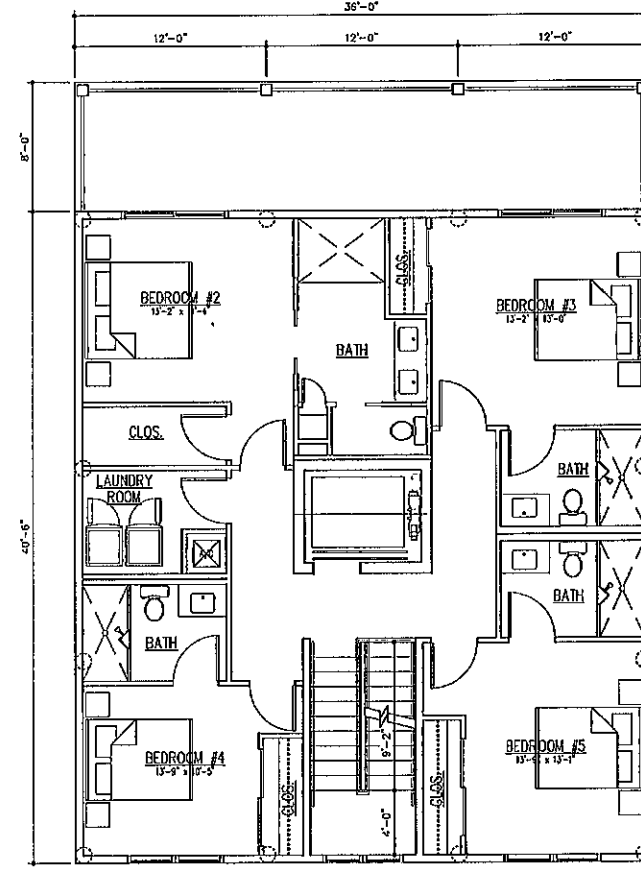
AREAS:
 CONDITIONED LIVING AREA: 1,458 S.F.
 COVERED BALCONY: 288 S.F.
 GROSS AREA: 1,746 S.F.

② FLOOR PLAN - LEVEL 2

SCALE: 3/16" = 1'-0"



AREAS:
 GROUND FLOOR CONDITIONED AREA: 221 S.F.
 LEVEL 2 CONDITIONED LIVING AREA: 1,458 S.F.
 LEVEL 3 CONDITIONED LIVING AREA: 1,458 S.F.
 TOTAL CONDITIONED AREA: 3,137 S.F.



AREAS:
 CONDITIONED LIVING AREA: 1,458 S.F.
 COVERED BALCONY: 288 S.F.
 GROSS AREA: 1,746 S.F.

③ FLOOR PLAN - LEVEL 3

SCALE: 3/16" = 1'-0"



SHEET ADDED

JONES DUPLEXES PUD

26480 Perdido Beach Blvd.
 Orange Beach, Alabama

FORREST DANIELL
 & Associates, P.C.

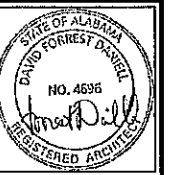


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(251) 625-6490
 (251) 625-6494 fax
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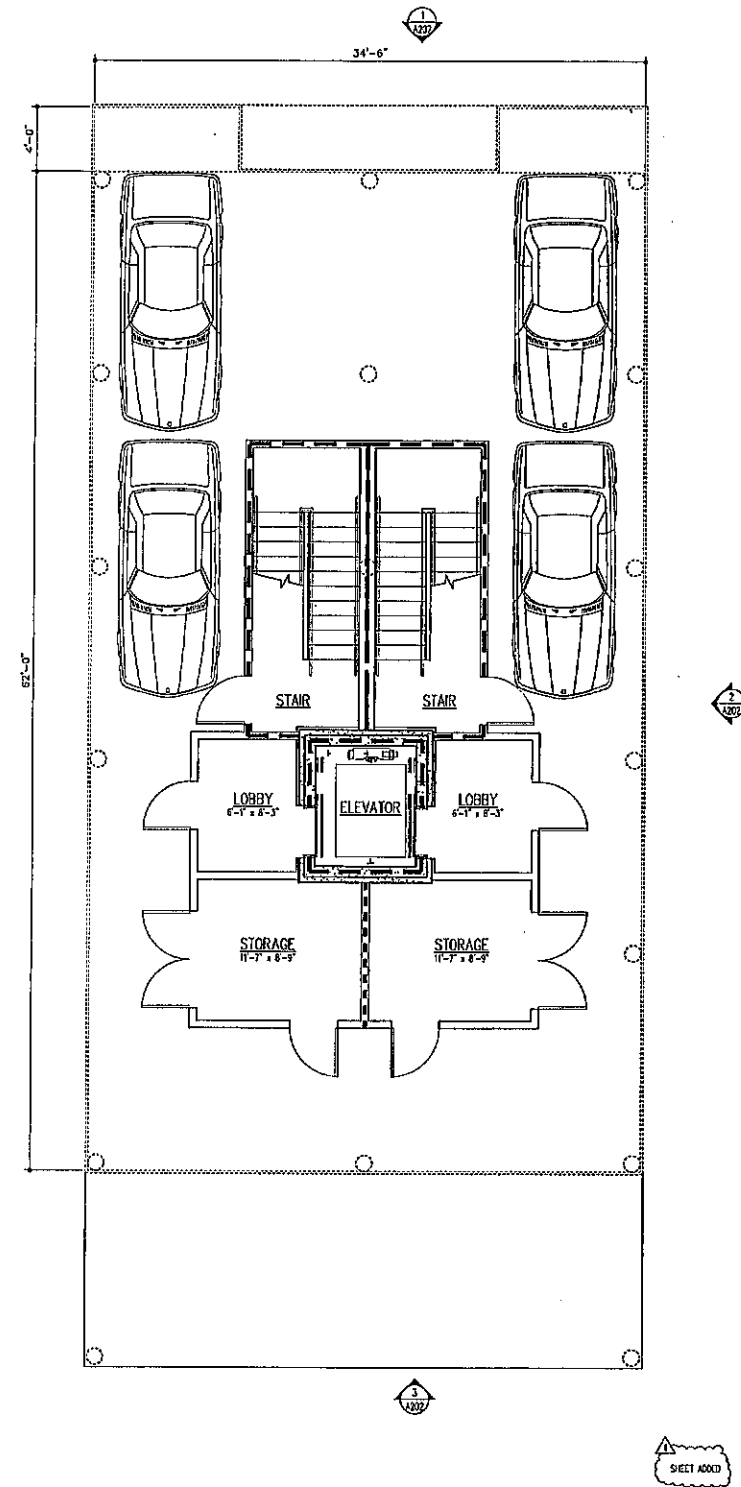
REVISIONS
12/21/2022



FILE: FD22027
 DATE: JANUARY 10, 2023

A101

FLOOR PLANS LEVEL 1-3
 SINGLE FAMILY



② FLOOR PLAN LEVEL 1
SCALE = 3/16" = 1'-0"



JONES DUPLEXES PUD
26480 Perdido Beach Blvd.
Orange Beach, Alabama

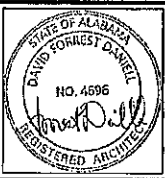
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(251) 625-6494 fax
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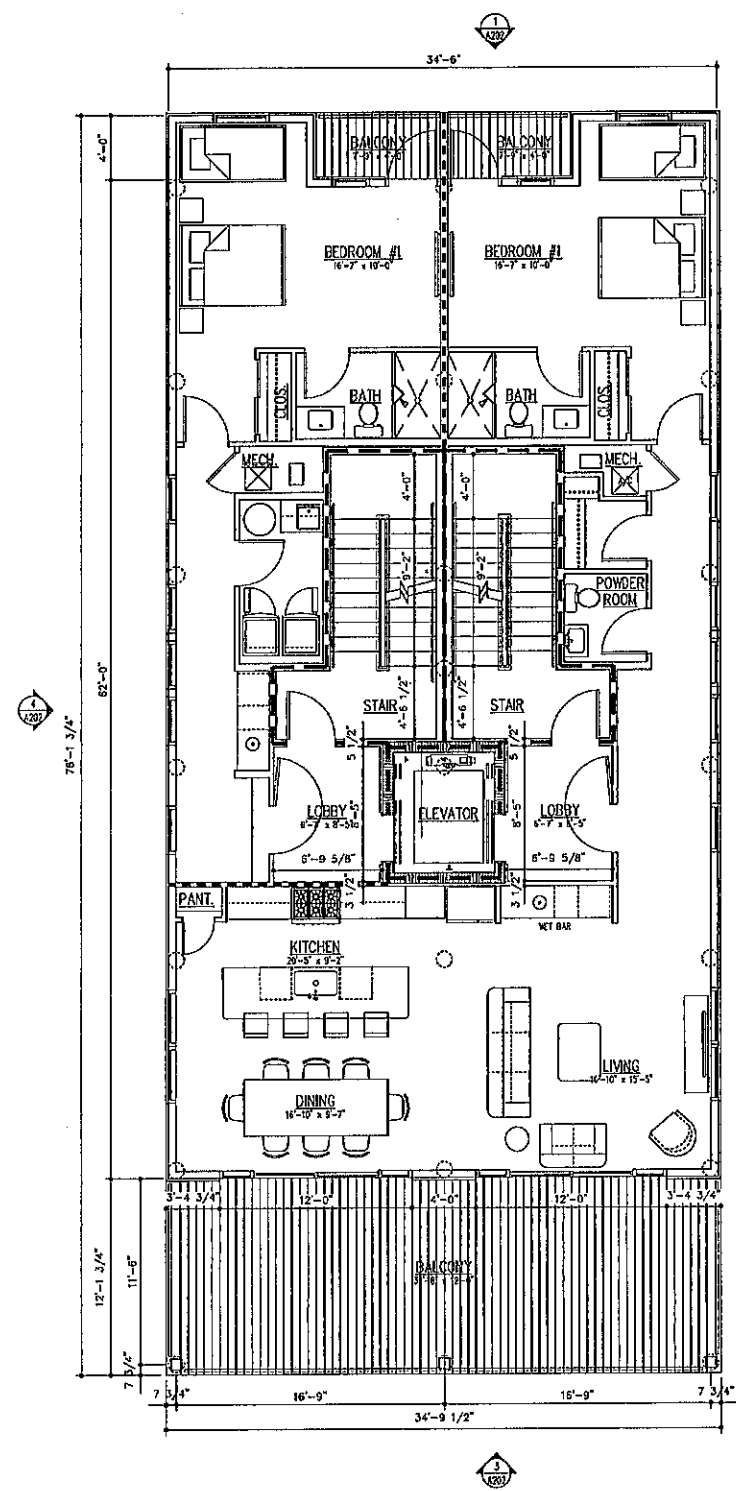
REVISIONS
12/21/2022



FILE: F022027
DATE: JANUARY 10, 2023

A102

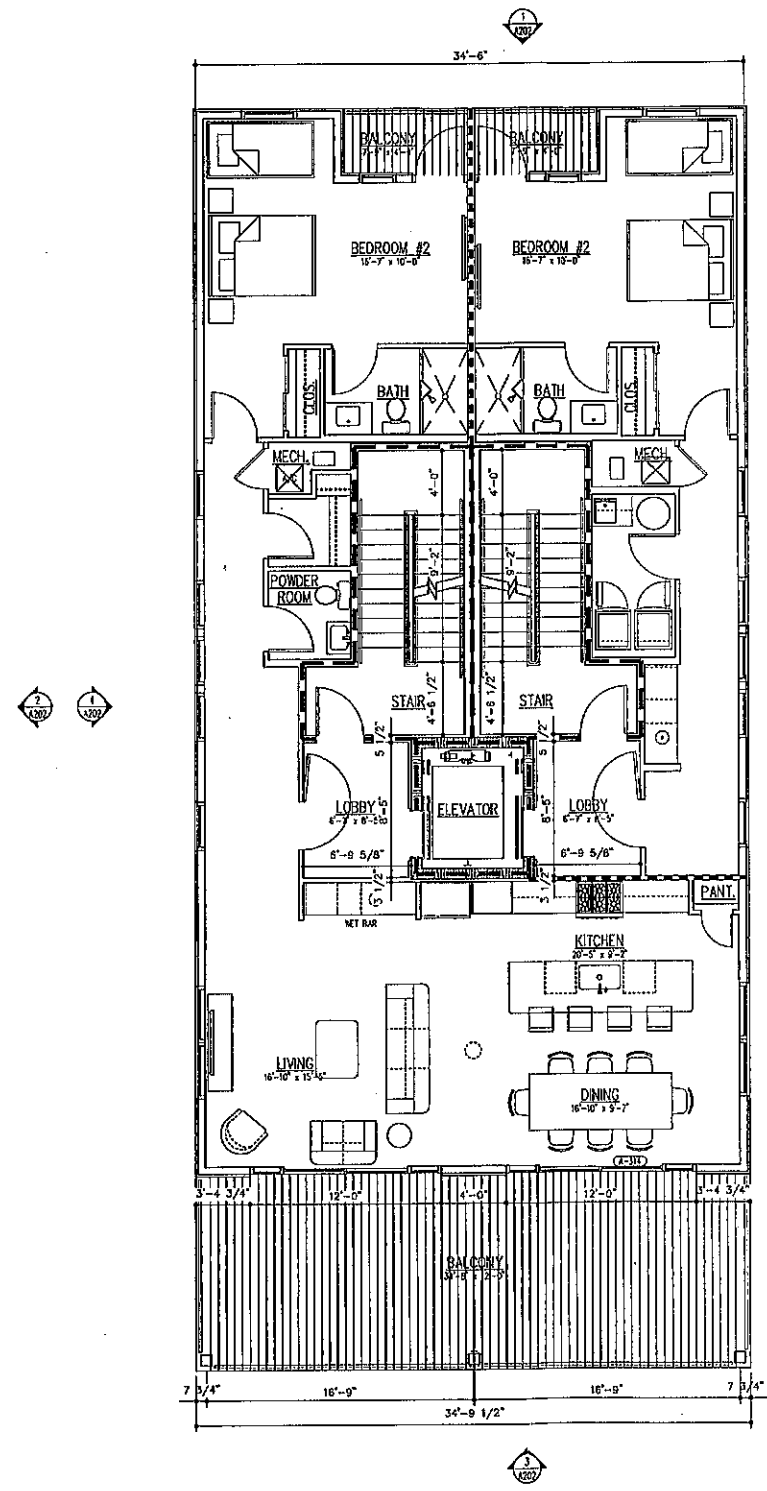
LEVEL 1 PLAN
DUPLEX



AREAS:
UNIT A (SHADED): 758 S.F.
UNIT B: 1,386 S.F.

① FLOOR PLAN — LEVEL 2

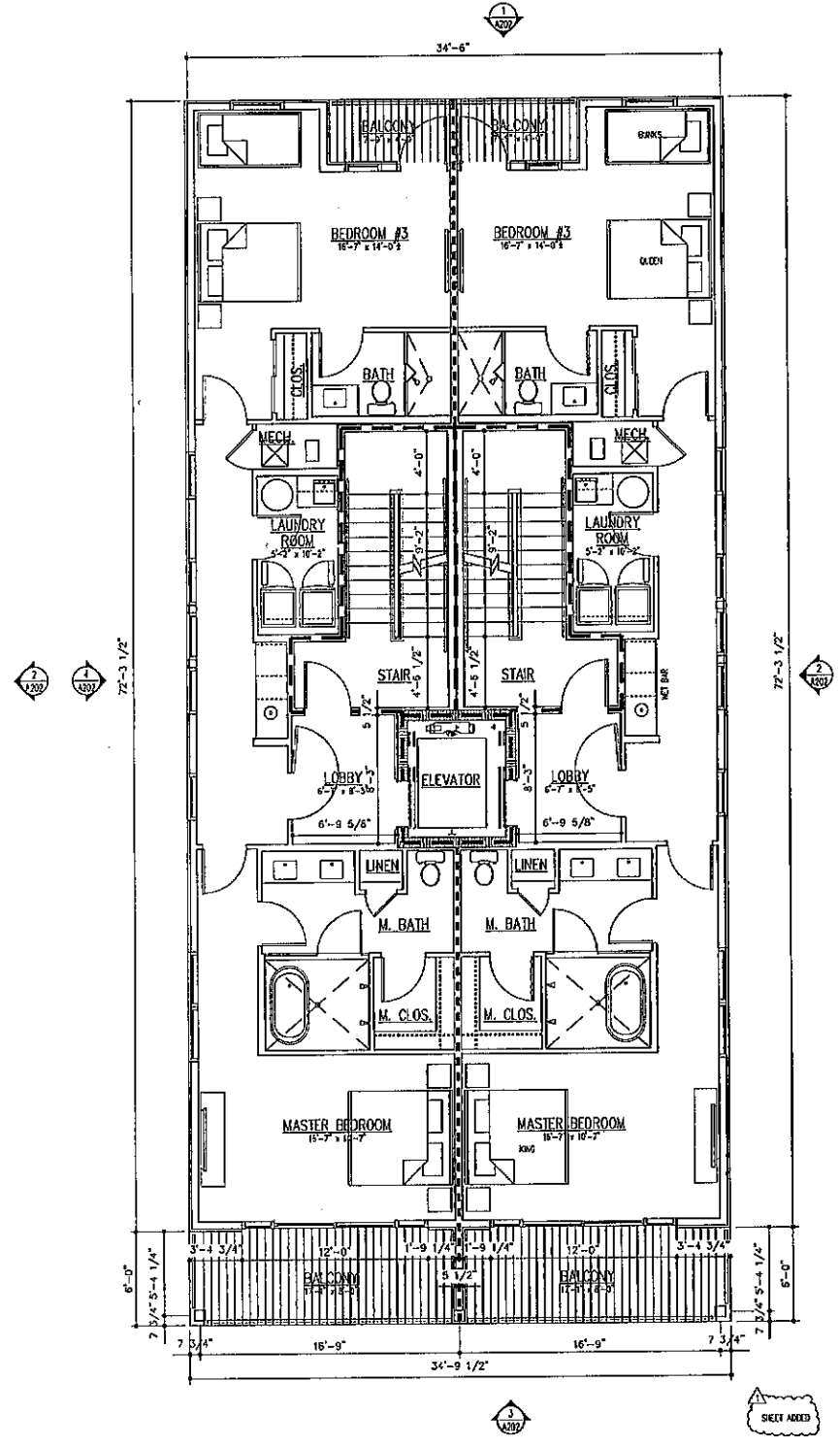
SCALE: 3/16" = 1'-0"



AREAS:
UNIT A (SHADED): 1,386 S.F.
UNIT B: 758 S.F.

② FLOOR PLAN — LEVEL 3

SCALE: 3/16" = 1'-0"



AREAS:
UNIT A (SHADED): 1,176 S.F.
UNIT B: 1,176 S.F.

③ FLOOR PLAN — LEVEL 4

SCALE: 3/16" = 1'-0"

TOTAL UNIT AREAS:
UNIT A (SHADED): 3,320 S.F.
UNIT B: 3,320 S.F.

JONES DUPLEXES PUD

26480 Perdido Beach Blvd.
Orange Beach, Alabama

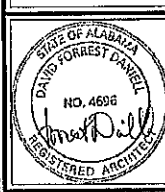
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8007 American Way
Daphne, AL 36526
(251) 625-6490
(251) 625-6494 fax
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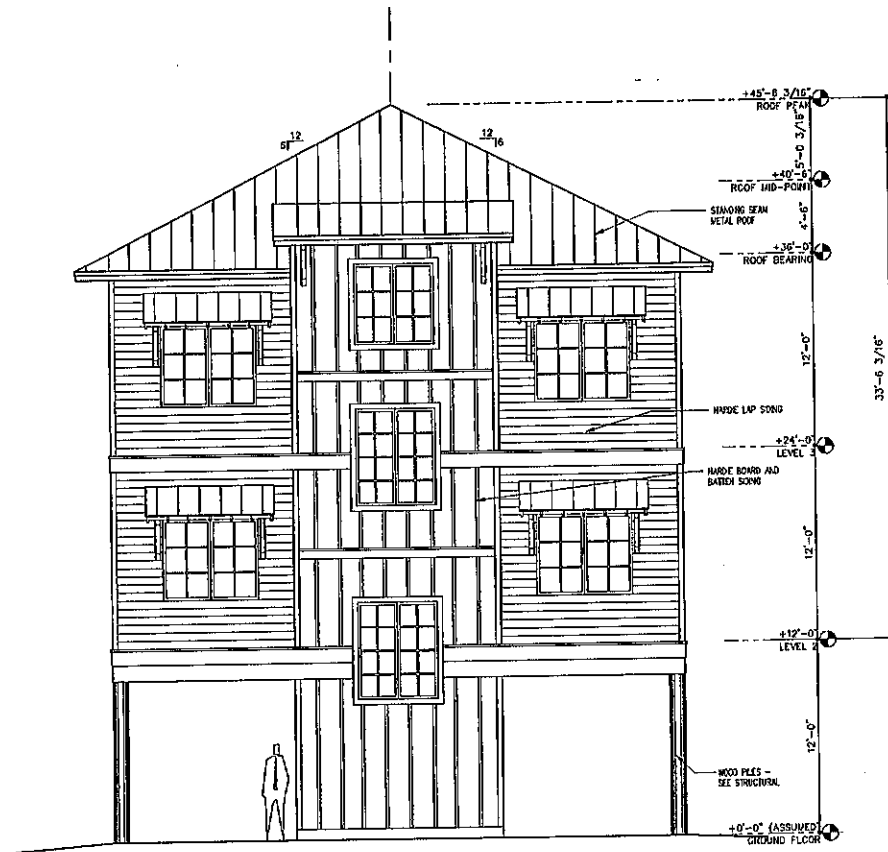
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REVISIONS
12/11/2022

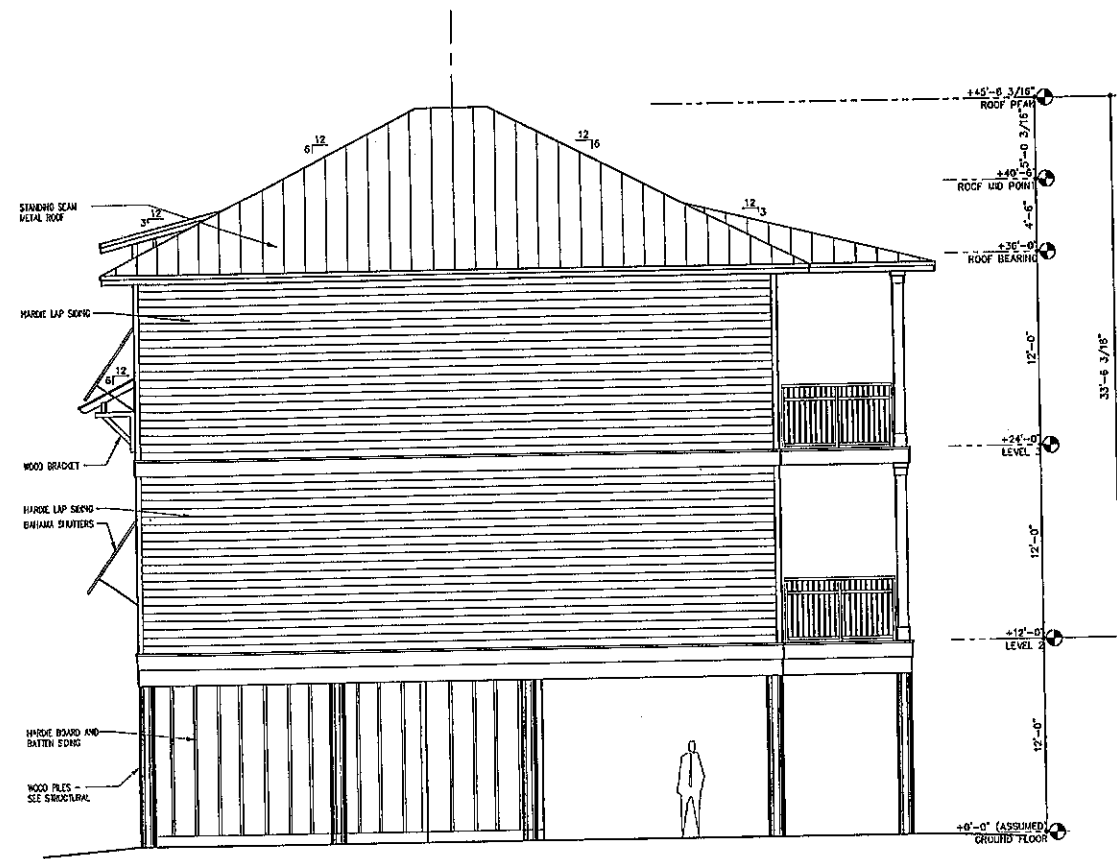


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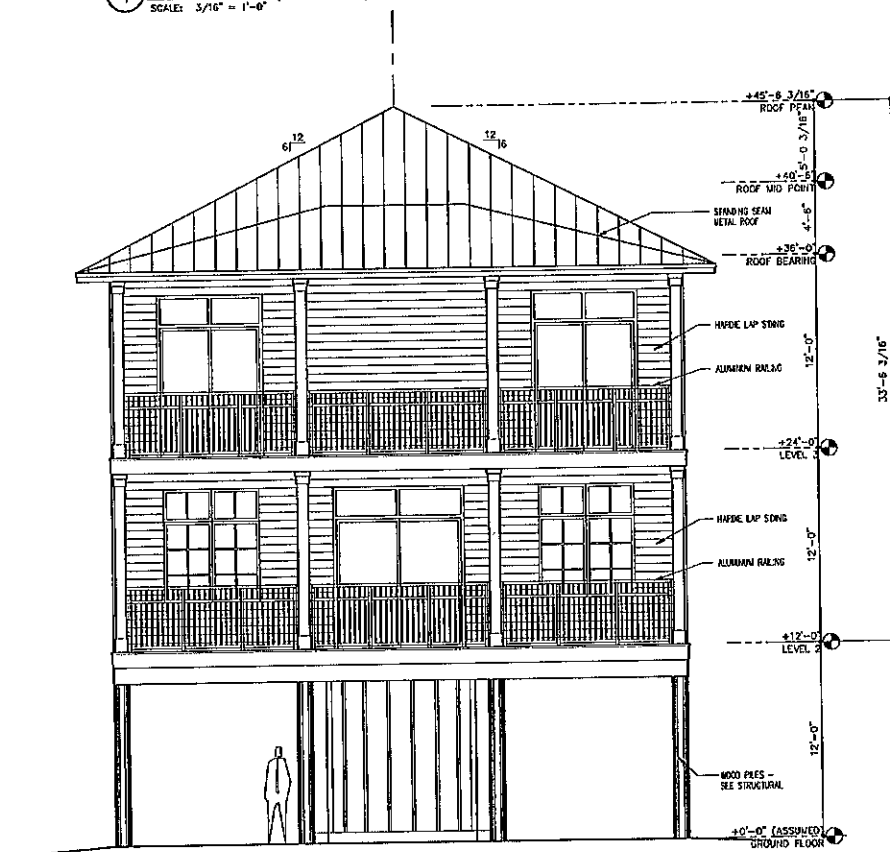
A103
PLANS — LEVELS 2-4
DUPLEX



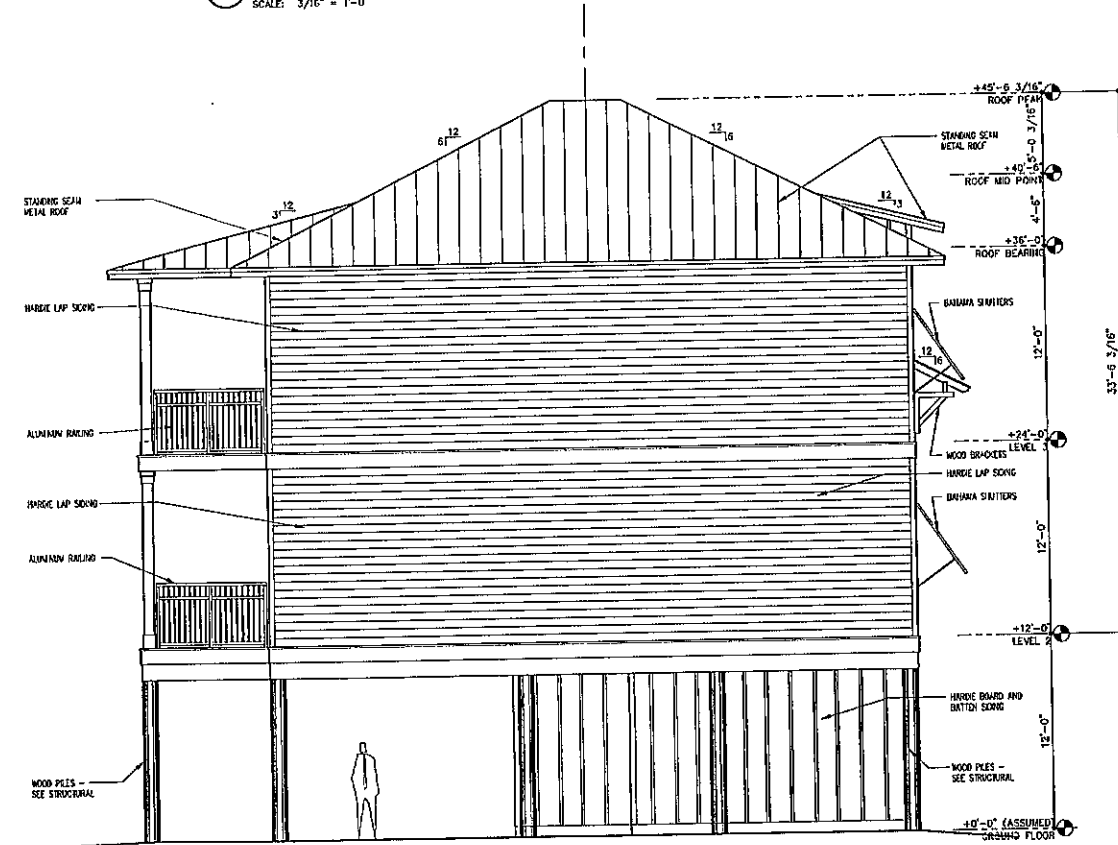
① FRONT (EAST) ELEVATION
SCALE: 3/16" = 1'-0"



② SIDE (NORTH) ELEVATION
SCALE: 3/16" = 1'-0"



③ REAR (WEST) ELEVATION
SCALE: 3/16" = 1'-0"



④ SIDE (SOUTH) ELEVATION
SCALE: 3/16" = 1'-0"

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Orange Beach, Alabama

FORREST DANIELL
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Architecture & Planning

8007 American Way
Daphne, AL 36526

(251) 625-6190
(251) 625-6194 fax
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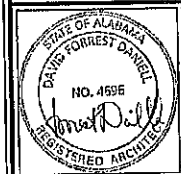
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FILE NAME:

REVISIONS

12/11/2022

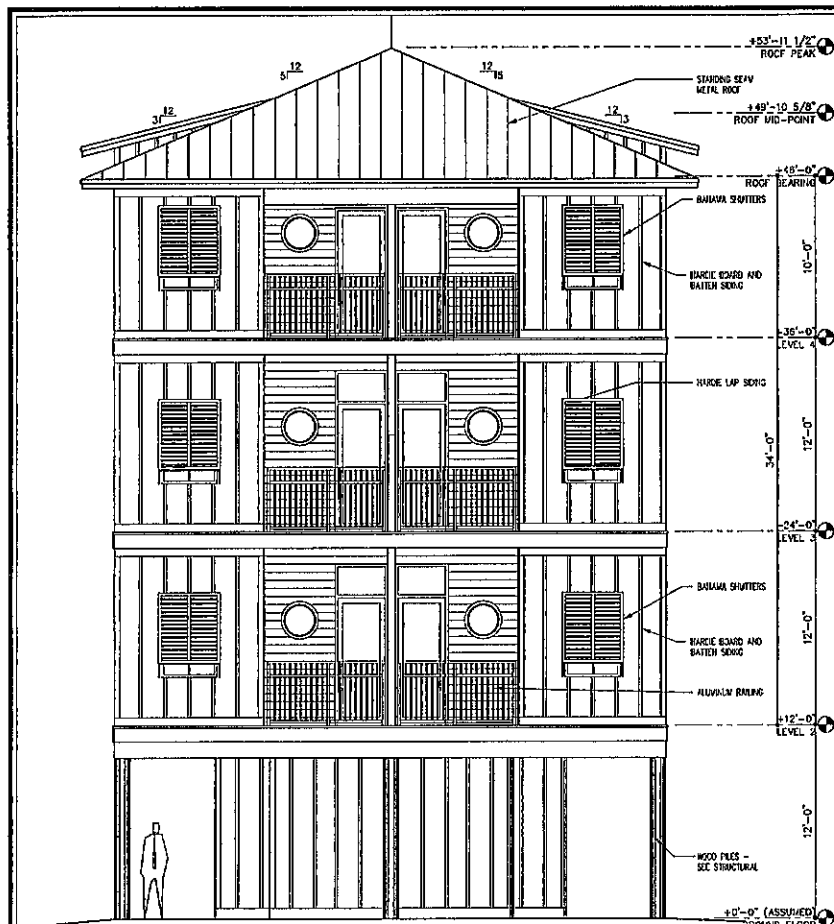


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DATE: JANUARY 10, 2023

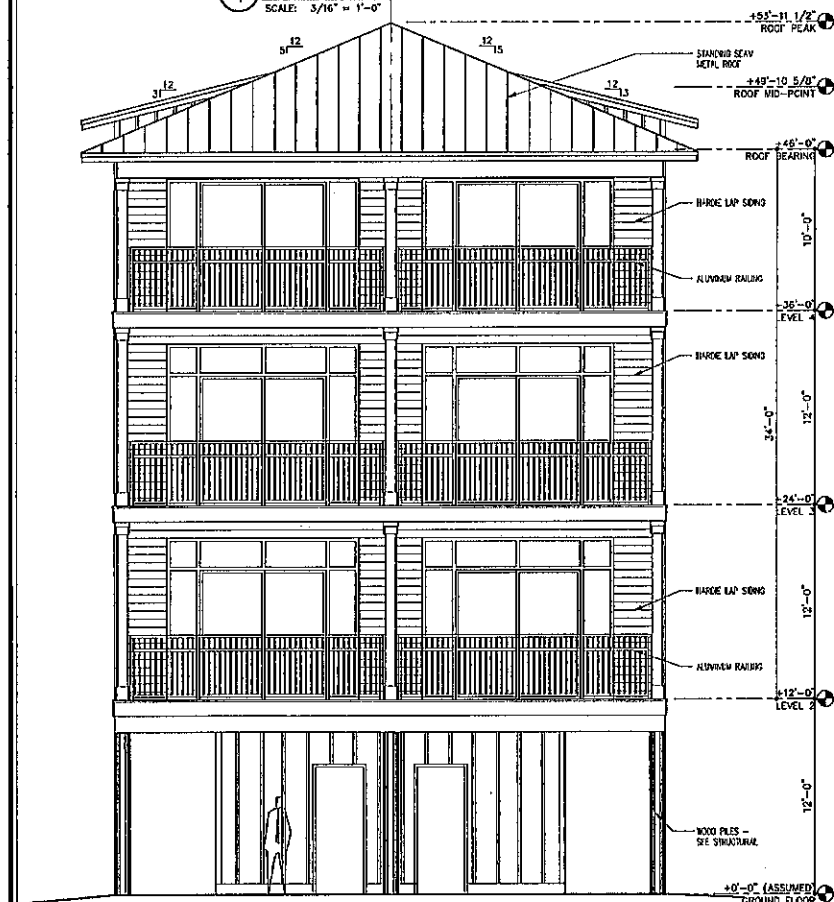
A201

ELEVATIONS
SINGLE FAMILY

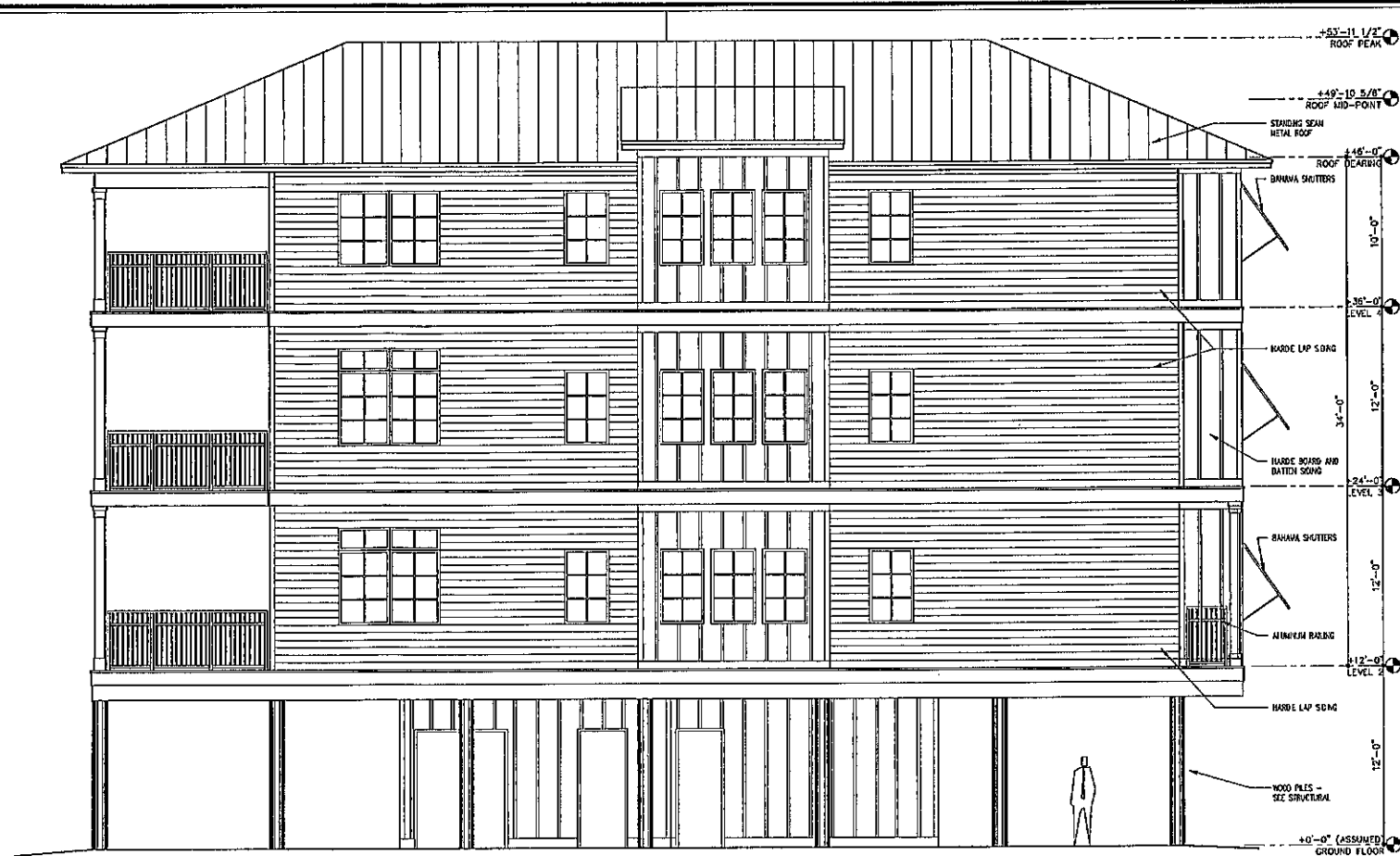
SHEET ADDED



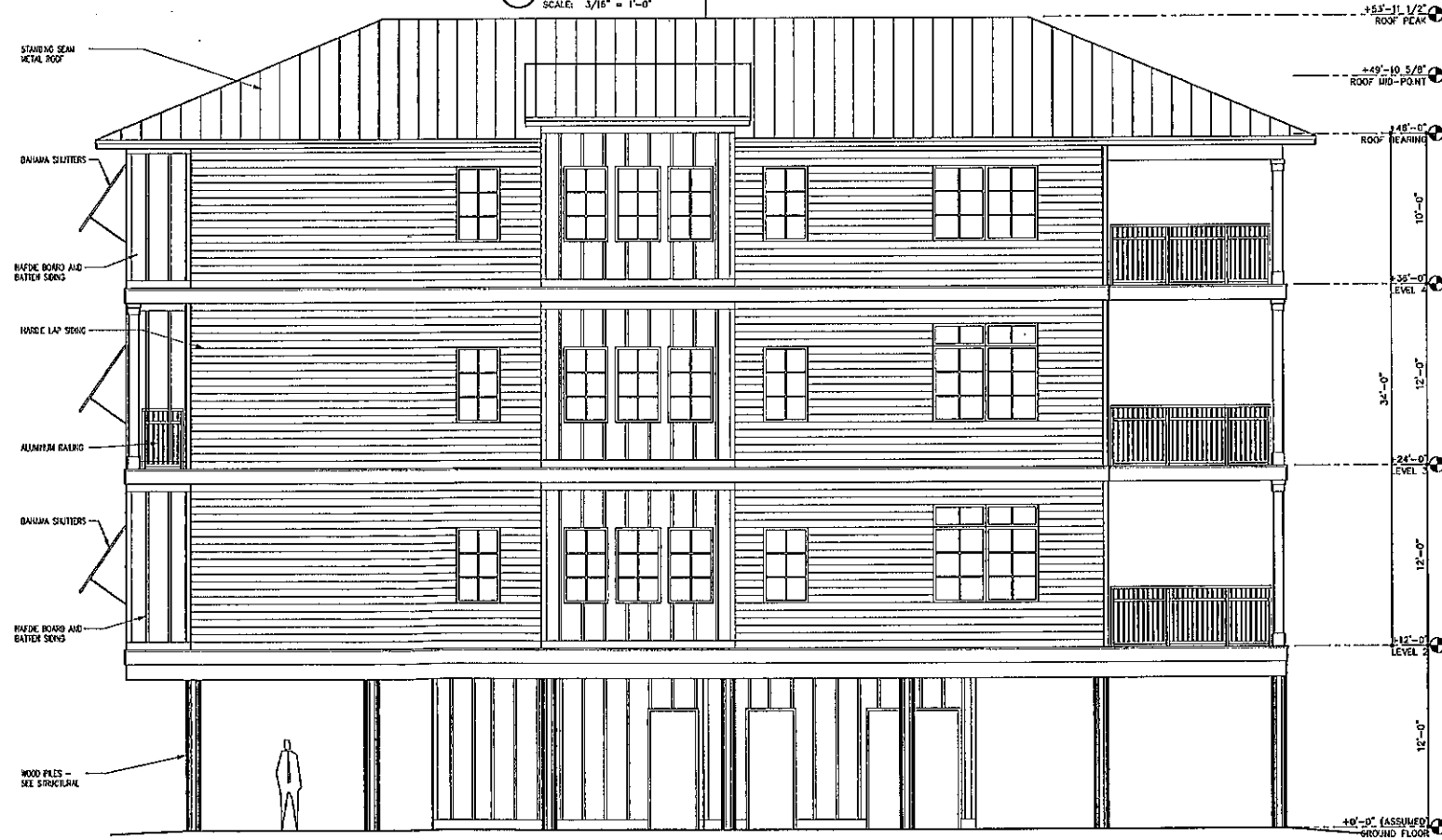
① NORTH ELEVATION
SCALE: 3/16" = 1'-0"



③ SOUTH ELEVATION
SCALE: 3/16" = 1'-0"



② EAST ELEVATION
SCALE: 3/16" = 1'-0"



④ WEST ELEVATION
SCALE: 3/16" = 1'-0"

JONES DUPLEXES PUD

26480 Perdido Beach Blvd.
Orange Beach, Alabama

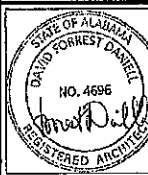
FORREST DANIELL
& Associates, P.C.



8007 American Way
Daphne, AL 36526
(251) 623-6490
(251) 623-6494 fax
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DATA
SCALE:
FILE NAME:

REVISIONS
12/21/2022



FILE: F022027
DATE: JANUARY 10, 2023

A202
ELEVATIONS
DUPLEX





Forrest Daniell & Associates, P.C.
8007 American Way
Daphne, Alabama 36526
(251) 625-6490 | (251) 625-6494 fax

February 5, 2024

Griffin Powell
Planning and Zoning
P.O. Box 458
Orange Beach, Alabama 36561

Re: Jones Duplexes PUD – Case No. 1205-PUD-22
Request for Extension of PUD Approval

Dear Griffin,

I am writing to request an extension of the Jones Duplexes PUD Approval.

Mr. Jones has allowed his lot to be used as a lay-down yard as well as air-space for weathervaning of the crane during construction of the Turquoise Place Parking Garage. Now that the garage project is nearing completion, he is ready to begin construction of his PUD project.

We have obtained a mouse concurrence letter from USFWS, we have submitted for a Coastal Permit and a Site Permit, and are currently working on construction documents for the single family residences and duplexes. However, our one-year approval date is approaching and we will not likely be under construction before that date. Therefore, we are requesting to be placed on the agenda for an extension of the approval.

Sincerely,

A handwritten signature in blue ink that reads "Forrest Daniell".

Forrest Daniell
President



**REGULAR CITY COUNCIL MEETING
MARCH 5, 2024**

Departments: Coastal Resources

Description of Topic: Resolution authorizing the execution of a subaward grant agreement with the Pensacola and Perdido Bays Estuary Program, Inc. to construct and operate a greenhouse.

Background/Description: The subaward from the Pensacola and Perdido Bays Estuary program will be used to construct and operate a greenhouse to grow out native vegetation for use in the Living Shoreline Cost Share Program. The greenhouse facility will house a native plant nursery to use for living shoreline applicants, dune restoration projects and trail vegetation.

Action Options/Recommendation:

Source of Funding (if applicable): The funding is 100% reimbursable in an amount not to exceed \$220,000.

ATTACHMENTS:

1. 03-05-24 24-xxx Authorize Subaward Grant Agreement Pensacola Perdido Bays Estuary Program Greenhouse
2. Workplan
3. PPBEP Subaward Number NOAA23-06--Orange Beach

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
SUBAWARD GRANT AGREEMENT WITH THE
PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM, INC.
TO CONSTRUCT AND OPERATE A GREENHOUSE**

FINDINGS:

1. The purpose of this agreement is for the Pensacola and Perdido Bays Estuary Program, Inc. (PPBEP) to provide funding under the National Ocean and Atmospheric Administration (NOAA) Transformational Habitat Restoration and Coastal Resilience Grant Cooperative Agreement No. NA23NMF4630056 for the Perdido Watershed Habitat and Community Resilience Initiative Project to construct and operate a greenhouse facility that will house a native plant nursery to use for living shoreline applicants, dune restoration projects, and trail vegetation.
2. PPBEP will disperse funds to the City to carry out the scope of the project in an amount not to exceed a total of \$220,000.
3. After having reviewed said agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Council authorized the Mayor and City Clerk to execute and attest, respectively, the implementation agreement between the City of Orange Beach and the Alabama Department of Conservation and Natural Resources (ADCNR) as an act for and behalf of the City of Orange Beach, subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 5th DAY OF MARCH, 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 March 5, 2024.

City Clerk

Attachment 1: Project Workplan

Subrecipient Agreement #: NOAA23-06

Subaward Project Title: Orange Beach NOAA IJA Subaward

Period of Performance: August 1, 2023 – March 31, 2027

Award Amount: \$220,000

Project Location: The following tasks will be implemented within the project area in Figure 1 below (watershed coverage area).

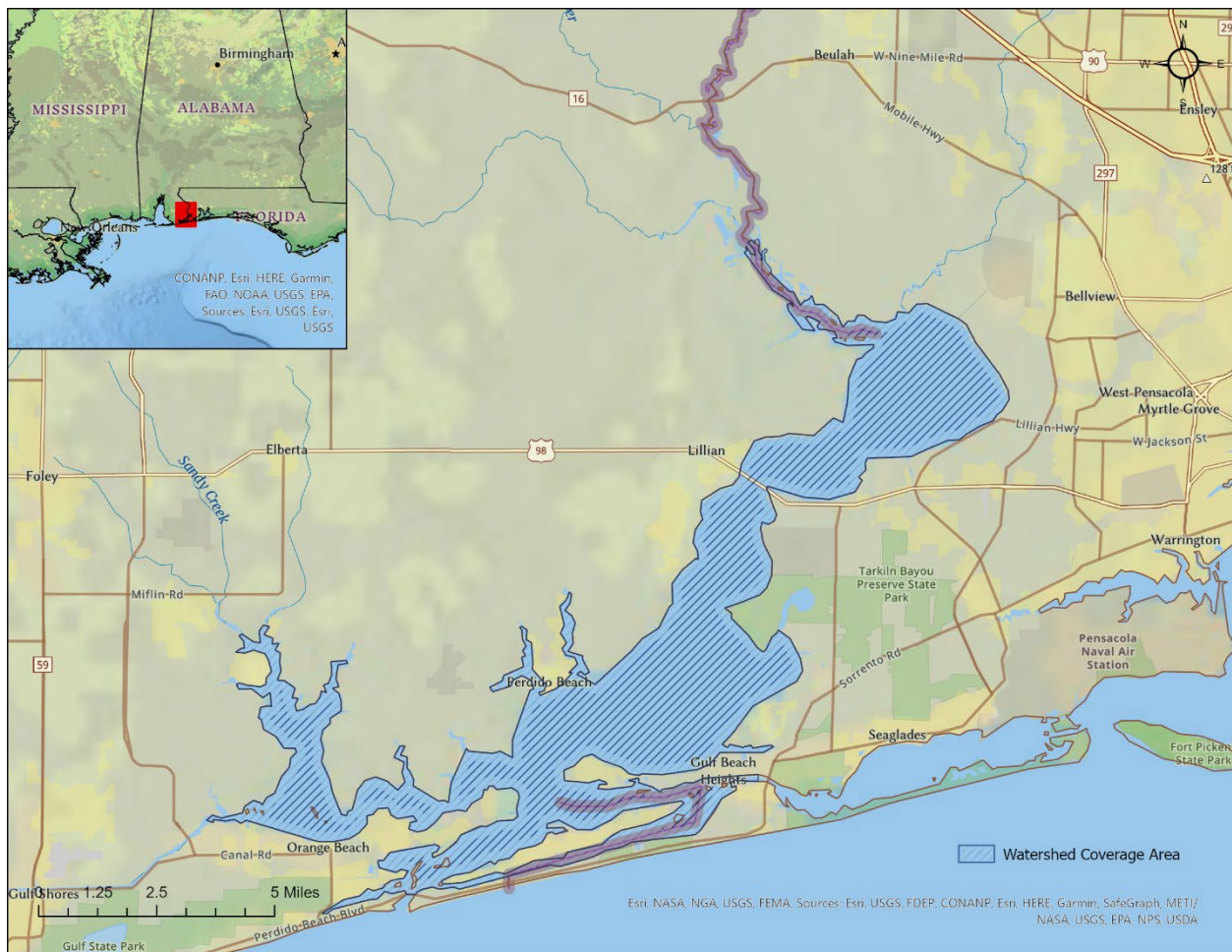


Figure 1. Project location and watershed coverage area for all project activities.

Project Abstract:

The City of Orange Beach will construct and operate a greenhouse on City property to grow out native vegetation for use in the Living Shoreline Cost Share Program. Greenhouse facility will

house a native plant nursey to supply applicants enrolled in the Cost Share Program. A variety of plants will be stocked initially and seed will be harvested and purchased for the grow out. The facility will be staffed with existing and new personnel to maintain and expand on greenhouse operations.

Tasks and Deliverables:

Task 1: Determine greenhouse site location

Task 1 Description: Determine site location of 72'x 30' Greenhouse.

Task 1 Deliverables: The grantee will submit a copy of the Baldwin County property appraisers parcel number showing proof of ownership of the property to place the greenhouse.

Task 1 Budget: 0.00

Task 2: Site preparation

Task 2 Description: Property for greenhouse will be cleared of any existing materials and structures. City will furnish a 220 V AC on 20A breaker. Install 4-inch well or waterline. Install 1 HP submersible pump with pressure switch and pressure tank.

Task 2 Deliverables: The grantee will submit proof of site preparation through photos.

Task 2 Budget: 0.00 (The City plans to fund this activity).

Task 3: Invitation to bid for Greenhouse Assembly and Installation

Task 3 Description: The city will procure and purchase materials through an approved greenhouse manufacturer with the price to include the assembly and installation of the greenhouse.

Task 3 Deliverables: The city will submit a signed contract with the approved greenhouse manufacturer to purchase and install a greenhouse selected for the project.

Task 3 Budget: \$67,935

Task 4: Greenhouse Assembly & Installation

Task 4 Description: The city will work with the manufacturer to assemble and install a 72-foot x 30foot greenhouse. May include other activities such as electrical that are needed for installation and fully functioning greenhouse.

Task 4 Deliverables: Grantee will submit signed acceptance of the completed work to date.

Task 4 Budget: \$34,500

Task 5: Plant Propagation

Task 5 Description: Purchase supplies, set-up plant beds and begin plant propagation.

Task 5 Deliverables: Using 8 -6'x9' benches, 4" pots (common pot size using *S. alterniflora* cuttings), we would divide the plants at least one time (4-6 months), 800-1000 plants ready to transplant.

Task 5 Budget: \$120,000

Subaward Budget: \$220,000

Object Categories	Year 1	Year 2	Year 3	Year 4	TOTAL
a. Personnel	-	-	-	-	-
b. Fringe Benefits	-	-	-	-	-
c. Travel	-	-	-	-	-
d. Equipment	\$67,935	\$20,000	\$10,000	\$10,000	\$107,935
e. Supplies	-	\$37,565	\$10,000	\$10,000	\$57,565
f. Contractual	\$20,000	-	-	-	\$20,000
g. Construction	\$34,500	-	-	-	\$34,500
h. Other	-	-	-	-	-
i. Total Direct Charges	-	-	-	-	-
j. Indirect Charges	-	-	-	-	-
k. Grand Total	\$122,435	\$57,565	\$20,000	\$20,000	\$220,000

Project Timeline: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task No.	Start Date	End Date	Deliverable Due Date
1. Determine greenhouse site location	Upon Execution		
2. Site preparation	2/1/24	3/1/24	3/1/24
3. Invitation to bid for Greenhouse Assembly and Installation	3/1/24	6/1/24	6/1/24
4. Greenhouse Assembly & Installation	6/1/24	8/1/24	8/1/24
5. Plant Propagation	8/1/24	4/1/25	4/1/25

**Subrecipient Agreement
between Pensacola and Perdido Bays Estuary Program, Inc. and
City of Orange Beach, Alabama**

Subrecipient Agreement #: NOAA23-06

Subaward Project Title: Orange Beach NOAA IJA Subaward

Federal Grant Agreement #: NA23NMF4630056

Period of Performance: August 1, 2023 – March 31, 2027

Subaward Amount: \$220,000

This Subrecipient Agreement is made and entered by and between **Pensacola and Perdido Bays Estuary Program, Inc.** (herein after referred to as “PPBEP” or “the Estuary Program”) and **City of Orange Beach, Alabama** (herein after referred to as “the City” or “Subrecipient”).

WHEREAS, PPBEP is a subrecipient to National Ocean and Atmospheric Administration (NOAA) Transformational Habitat Restoration and Coastal Resilience Grant Cooperative Agreement No. NA23NMF4630056 for the Perdido Watershed Habitat and Community Resilience Initiative (herein after referred to as “the Project”); and

WHEREAS, the City was included in the Project workplan and budget to perform specified tasks and deliverables.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual agreements, terms and conditions herein contained, PPBEP and the City agree as follows:

- 1. Services:** Subrecipient agrees to perform services in accordance with the Project Workplan, Budget, and Schedule provided in Attachment 1 of this Agreement. Subrecipient further agrees to perform the services in accordance with the terms and conditions set forth in the National Ocean and Atmospheric Administration (NOAA) Transformational Habitat Restoration and Coastal Resilience Grant through NOAA Cooperative Agreement No. NA23NMF4630056 for the Perdido Watershed Initiative (attached hereto as Attachment 2).
- 2. Notice to Proceed:** Subrecipient agrees to not commence work prior to issuance of a Notice to Proceed by PPBEP.
- 3. Subaward Amount:** PPBEP agrees to make available \$220,000 for use by the City for work to be performed in accordance with the Project Workplan, Budget, and Schedule (Attachment 1).
- 4. Period of Performance:** The period of performance for this cost-reimbursable subaward is from August 1, 2023 through March 31, 2027 unless amended by written mutual



agreement. All work under this agreement must be performed during this period. Expenditures after the period of performance are unallowable.

5. **Alterations:** Any alterations in the scope of the work performed shall be submitted by the Subrecipient in writing to PPBEP and must be approved in advance in writing by PPBEP. The Subrecipient must obtain prior approval in writing from PPBEP if the cumulative amount of funding transfers among direct budget categories exceeds 10% of the total budget. The Subrecipient must notify PPBEP of cumulative funding transfers among direct budget categories that do not exceed 10% of the total budget for the agreement. Subrecipients must also notify PPBEP when transferring funds from direct budget categories to the indirect cost category or from the indirect cost category to the direct cost category. Prior approval by PPBEP is required if the transfer involves any of the items listed in 2 CFR 200.407 that PPBEP did not previously approve at time of award or in response to a previous post-award request by the Subrecipient.
6. **Reporting Requirements:** The Subrecipient agrees to submit progress reports and the final report in accordance with the schedule identified in Attachment 1. Progress and final reports must adhere to reporting templates included in Attachment 3 and indicate the progress that has been made during the reporting period. Subrecipient agrees to prepare and submit progress and final reports as described in Attachment 3. PPBEP reserves the right to withhold payments if the Subrecipient has not submitted the reports on schedule or if reports are unsatisfactory in meeting the requirements of this Agreement.
7. **Outreach and Communications:** Department of Commerce Financial Assistance Standard Term and Condition G.05.k.3. is supplemented as follows consistent with NOAA's collaboration on this project. The Subrecipient will coordinate with PPBEP on outreach plans, events, products, and media coverage associated with the project. Subrecipient agrees to submit educational materials, publications, videos, or signage developed with subaward funding to PPBEP for technical review and final approval before commencing production. Subrecipient will submit materials to PPBEP for approval with at least two (2) weeks' notice before purchasing any items. Subrecipients will provide copies of final outreach products, website mentions, press materials, photos, etc. to PPBEP when available throughout the award period. Subrecipients will provide PPBEP with high-resolution before, during, and post-implementation photos of the project. Photos of the site prior to construction and during project implementation should be submitted with progress reports or as requested by PPBEP.

PPBEP expects all completed work products funded by NOAA be in the public domain, free of copyright or other intellectual property protections, unless covered by another applicable agreement or requirement (e.g., university intellectual property policies). In the event that Project work products are subject to other intellectual property requirements, the Subrecipient shall inform PPBEP of such requirements prior to signature of this subaward.



- 8. Acknowledgement of Project Contributors:** The Subrecipient must display, where appropriate and practical, publicly visible signs indicating that the project has received funding from the NOAA Restoration Center. These signs should also identify other contributing partners. These contributions should also be acknowledged in all communications with the media and the public and in all outreach related to the projects, consistent with Department of Commerce Financial Assistance Standard Term and Condition G.05.k.3.
- 9. Permits, Compliance, and Safety:** Subrecipient will ensure that implementation of the Project meets all federal, state and local environmental laws and consistency requirements, including National Environmental Policy Act (NEPA) requirements.
- a. The Subrecipient must have a written safety plan for management of the project, which should specifically address safety of project personnel, associates, visitors, and volunteers. The Subrecipient must conduct a safety briefing for volunteers immediately prior to their participation in hands-on restoration activities under this award.
 - b. In addition, for any Self-Contained Underwater Breathing Apparatus (SCUBA) diving activities in a project, it is the responsibility of the Subrecipient to ensure that SCUBA divers are certified to a level commensurate with the type and conditions of the diving activity being undertaken. Furthermore, it is the responsibility of the Subrecipient to ensure that any SCUBA diving activities under this award meet, at a minimum, all applicable Federal, State, and local laws and regulations pertaining to the type of SCUBA diving being undertaken.
- 10. Invoicing and Payment:** Project funds are payable on a reimbursable basis only. Subrecipient shall invoice PPBEP no more frequently than monthly, and not before December 1, 2023. Invoices must include all reimbursable expenses incurred during the invoice period. If no reimbursable expenses were incurred during the invoice period, explain why no other reimbursable expenses were incurred.

In order to be reimbursed, invoices must be complete, containing all required information and adhering to the required format described below. Invoices that do not include required information may be returned to Subrecipient and payment delayed.

Invoices must include the following:

- The invoice must be on organization letterhead
- Reference the subaward number
- Provide an invoice number
- Provide mailing address for payment, and any cost codes or other notations that should be included on the check or information on signing up for direct deposit will be provided when available



- Include date of invoice and period covered
- Include a general description of the work performed and brief description of any significant accomplishments during the invoice period.
- Per CFR 200.415 - Invoices must be signed by an authorized representative of the organization and must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729– 3730 and 3801–3812).”
- Include a summary cost table, consistent with the approved project budget in Attachment 1.
- The cost table should describe:
 - Reimbursable expenses incurred during the invoice period by federal cost category;
 - Reimbursable expenses incurred to date during the project period by federal cost category;
 - Break down personnel costs by individual, including a brief description of the work performed by each. This may be done with a separate table or with notations. PPBEP will not reimburse “lump sum” or combined personnel costs.
 - Attach copies of all invoices over \$500.00 for which you are requesting reimbursement.
 - Provide brief description of any travel costs.

Submit invoices and supporting information through email to the PPBEP Project Coordinator. Invoiced expenditures must agree with the approved project budget. Variances among approved direct cost categories that cumulatively exceed 10% of the total award must be approved by PPBEP in writing, in advance of the expenditure.

The final billing, clearly marked Final, shall be submitted no later than sixty (60) days after the end of the period of performance. The final invoice will be paid upon approval of the final report.

11. Financial Records: Subrecipient agrees to maintain accurate records of all costs incurred in the performance of this work, and agrees to allow PPBEP, or their duly authorized representatives reasonable access to their records to verify the validity of expenses reimbursed under this agreement. Subrecipient agrees to maintain financial records, supporting documents and other records pertaining to this agreement for a period of three (3) years from the termination date of this agreement.



To comply with federal regulations, Subrecipient agrees to maintain a financial management system that provides accurate, current and complete disclosure of the financial status of the subaward. This means the financial system must be capable of generating regular financial status reports which indicate the dollar amount allocated for the award (including any budget revisions), the amount obligated, and the amount expended for each activity. The system must permit the comparison of actual expenditures and revenues against budgeted amounts.

Accounting records must be supported by source documentation. Invoices, purchase vouchers, payroll documentation, and related source documentation must be secured and retained for three (3) years following the termination date of this agreement in order to show for what purpose funds were spent. Payments should not be made without invoices and vouchers physically in hand. All vouchers and invoices should be on vendors' letterheads.

- 12. Audits:** PPBEP reserves the right to audit some or all of the Project costs, expenses, payments, etc., either formally or informally, as the Project proceeds and/or upon completion. Every year PPBEP is required to conduct random invoice audits of its Subrecipients. If Subrecipient is chosen for a random invoice audit, they must furnish all requested materials within thirty (30) days of the request. Any subsequent requests for corrective actions or additional documentation must be fulfilled within fifteen (15) days of the request.

Subrecipient agrees to comply with the requirements of 2 CFR Part 200 Subpart F. After completion of each yearly audit report the Subrecipient will promptly furnish (within 30 days) to PPBEP a copy of said audit report (or written notification) for each and every year during which this subaward is in effect. Subrecipient further agrees to notify PPBEP in writing if at any time during the period of this subaward it is no longer in compliance or if there are audit findings. In cases of such non-compliance or audit findings, the Subrecipient will promptly provide PPBEP with its written plan for corrective action.

All records and reports prepared in response to the audit requirements, or that relate to this subaward, shall be retained by the Subrecipient for three (3) years from the date of final payment on the subaward and will be made available during that period for inspection by representatives of PPBEP, its independent auditors, or the Federal government during normal business hours.

- 13. Allowable and Unallowable Costs:** Subrecipient acknowledges the Project is funded through federal funds. Subrecipient agrees to follow federal regulations as put forth in 2 CFR 200 in determining allowable costs under this agreement. Subrecipient agrees not to use funds provided under this agreement for any cost that is unallowable under these



regulations. Reimbursement by PPBEP for any cost that is later determined to be unallowable does not constitute sanction by PPBEP for the unallowable use of these funds.

14. Procurement: The Subrecipient agrees to conduct all procurement actions, including reporting, under this award in accordance with the procurement standards set forth in 2 CFR 200.317 through 200.326. These measures include multiple bids for procurements above \$10,000 (2 CFR 200.320 and Davis-Bacon prevailing wage requirements for construction activities (2 CFR 200)).

a. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Pursuant to the Infrastructure Investment and Jobs Act (“IIJA”), Pub.L. No. 117-58, which includes the Build American, Buy American (BABA) Act, Pub. L. No. 117-58, §§ 70901-52 and OMB M-22-11, recipients of an award of Federal financial assistance from the Department of Commerce (DOC) are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.



To help federal agencies and recipients meet BABA requirements, the U.S. Department of Commerce, National Institute for Standards and Technology (NIST), Hollings Manufacturing Extension Partnership (MEP) National Network™ provides a service to connect stakeholders, including recipients, to U.S. manufacturers that have relevant production capabilities and capacities to help fulfill current market and supply chain needs. Recipients considering a BABA nonavailability waiver are strongly encouraged to contact the NIST/MEP for assistance with supplier scouting services prior to seeking a BABA nonavailability waiver. Further information on the NIST/MEP supplier scouting services is available at: <https://www.nist.gov/mep/supplier-scouting>

DEFINITIONS

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives² — that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

"Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States.

- b. **Federal Employee Costs:** No funds for this project (including funds contributed by the Subrecipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project unless a Federal agency will be providing services to the Subrecipient as authorized by a Federal statute.
- c. **Management Fees:** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate



and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this grant. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

- d. **Prohibition on certain telecommunication and video surveillance services or equipment:** Effective August 13, 2020, Subrecipients and contractors must comply with regulations at 2 CFR 200.216, Prohibition on certain telecommunication and video surveillance services or equipment, implementing section 889 of Public Law 115-232. The regulation prohibits the use of funds on federally funded projects to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use “covered telecommunications equipment or services” from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China, which are a substantial or essential component of any system, or as critical technology as part of any system. The prohibition extends to the use of all funds under federally funded projects by recipients and subrecipients, including those subject to contract.

15. Compliance: As a Recipient of funds under this Award, PPBEP is responsible for the management of the award and is ultimately responsible for ensuring compliance with all federal requirements. The Subrecipient will cooperate with PPBEP in achieving compliance with the specific terms and conditions of the award, as well as the other terms and conditions specified in this agreement.

16. Cyber Security: The Subrecipient agrees that when collecting and managing environmental or other data under this agreement, it will protect the data by following all applicable Federal, State, or Tribal law cybersecurity requirements. Subrecipients must comply with regulations at 2 CFR 200.216, Prohibition on certain telecommunication and video surveillance services or equipment, implementing section 889 of Public Law 115-232. The regulation prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use “covered telecommunications equipment or services” identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. Prohibitions extend to the use of Federal funds by Recipients and Subrecipients to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities



subject to the prohibition are recorded in the System for Award Management exclusion list, which is available via <https://sam.gov/SAM/>.

17. Tangible Personal Property: Pursuant to 2 CFR 200.312 and 200.314, property reports, if applicable, are required for Federally-owned property in the custody of a non- Federal entity upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding \$5,000 not needed for any other Federally-sponsored programs or projects must be reported. Subrecipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property.

- a. **Disposition:** Consistent with 2 CFR 200.313, unless instructed otherwise on the official award document, this award term, or at closeout, the Subrecipient may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other federally funded projects whether or not the project or program continues to be supported by Federal funds.

18. Assurances: By signing this subaward, Subrecipient certifies that:

It is not delinquent on repayment of any Federal debt including direct and guaranteed loans and other debt as defined in OMB Circular A-129, "Managing Federal Credit Programs."

It is presently not debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (34 CFR Part 85, Section 85.510).

It has not, within three (3) years preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

No personnel working on this project are presently indicted for, or otherwise criminally or civilly charged by a government entity.

It is in compliance with the Drug-Free Workplace Act of 1988 (34 CFR Part 85, Subpart F).

It is in compliance with Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.



It is in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) regarding restrictions on lobbying.

Funds expended under this award will comply with the applicable Federal cost principles.

It does not have any known conflicts of interest pertaining to work on this project.

19. Suspension or Cancellation of Awards: With 30 days' notice, PPBEP may, in its sole discretion, discontinue or suspend funding, rescind payments made or demand return of any unspent funds based on any of the following: (a) the written reports required herein are not submitted to PPBEP on a timely basis, (b) the reports do not comply with the terms of this agreement or fail to contain adequate information to allow PPBEP to determine if the funds have been used for their intended purposes, (c) subaward funds have not been used for their intended purposes or have been used inconsistently with the terms of this agreement, (d) PPBEP is not satisfied with the progress of the activities funded by this subaward, (e) the purposes for which the subaward was made cannot be accomplished, or (f) making any payment might, in the judgment of PPBEP, violate the terms of PPBEP's cooperative agreement with NOAA, or expose PPBEP to liability. PPBEP will provide notice of any determinations made under this paragraph. In the event PPBEP takes action permitted by this paragraph solely based on (d) and (e), and Subrecipient provides documentation that it has incurred obligations consistent with the terms of the grant in good faith reliance on the Subrecipient Agreement and the approved budget, PPBEP will consider in good faith permitting subaward funds to be used to pay such obligations.

20. Public Records: All Contractors providing services to Pensacola and Perdido Bays Estuary Program, Inc. ("PPBEP") shall comply with Florida's public records laws, Chapter 119, Florida Statutes, and satisfy the Contractor's duties thereunder as follows:

Keep and maintain public records required by the PPBEP and/or related to performance of the service.

Upon request from the PPBEP's custodian of public records, provide the PPBEP with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Upon completion of the contract, transfer, at no cost, to the PPBEP all public records in possession of the Contractor or keep and maintain public records required by the PPBEP and/or related to performance of the service. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the PPBEP, upon request from the PPBEP's custodian of public records, in a format that is compatible with the information technology systems of the PPBEP.



IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM, Matt Posner at (850) 595-0820 or mjposner@ppbep.org.

Failure of the Contractor to comply with requests for public records in accordance with the following procedures shall be deemed noncompliance:

A request to inspect or copy public records relating to a PBBEP contract for services must be made directly to the PBBEP. If the PBBEP does not possess the requested records, the PBBEP shall immediately notify the Contractor of the request, and the Contractor must provide the records to the PBBEP or allow the records to be inspected or copied within a reasonable time.

If a Contractor does not comply with the PBBEP's request for records, the PBBEP shall enforce these contract provisions in accordance with the contract.

A Contractor who fails to provide the public records to the PBBEP within a reasonable time may be subject to penalties under s. 119.10.

If Subrecipient fails to abide by the provisions of Chapter 119, Florida Statutes, PPBEP may, without prejudice to any right or remedy and after giving seven (7) days written notice, during which period the Subrecipient fails to allow access to such documents, terminate this Agreement.

CONTACTS:

For PPBEP:

Matthew J. Posner
Executive Director
Pensacola & Perdido Bays Estuary Program
850.595.0820
mjposner@ppbep.org

For Orange Beach:

Woody Speed
Environmental Specialist
City of Orange Beach
251.981.1062
wspeed@orangebeachal.gov



**PENSACOLA
& PERDIDO BAYS
ESTUARY PROGRAM**

**Pensacola and Perdido Bays
Estuary Program, Inc.**

City of Orange Beach

By: Matthew J. Posner

Matthew J. Posner, Executive Director

2/1/24
Date

By: _____

Tony Kennon, Mayor

Date

Attachment 1: Project Workplan, Budget, and Schedule

Attachment 2: Prime Federal Award Grant Agreement

Attachment 3: Quarterly Progress and Final Report Templates



**REGULAR CITY COUNCIL MEETING
MARCH 5, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing a franchise for Robin's Rides, LLC, to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 03-05-24 24-xxx Authorize Franchise Taxi Robins Rides

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING A FRANCHISE FOR
ROBIN'S RIDES, LLC
TO OPERATE A TAXI SERVICE WITHIN THE CITY LIMITS AND
POLICE JURISDICTION OF THE CITY OF ORANGE BEACH**

FINDINGS:

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

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

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the attached franchise agreement by and between the City of Orange Beach and Robin's Rides, LLC, subject to final review by the City Attorney; and
2. That Robin's Rides, LLC, within 30 days, shall file its acceptance of the terms of the franchise in the form attached.

ADOPTED THIS 5th DAY OF MARCH, 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 March 5, 2024.

City Clerk

**FRANCHISE AGREEMENT AUTHORIZING
ROBIN'S RIDES, LLC
TO OPERATE A TAXI SERVICE WITHIN THE CITY LIMITS AND
POLICE JURISDICTION OF THE CITY OF ORANGE BEACH**

This Franchise Agreement is made and entered into by and between the City of Orange Beach, Alabama (hereinafter "City") and **ROBIN'S RIDES, LLC** (hereinafter "Franchisee").

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

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

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

SECTION 1 - Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Classified as a limousine as herein defined.

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

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

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

SECTION 2 - Grant of Franchise

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

SECTION 3 - Term of Franchise

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

SECTION 4 - Fares and Receipts

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

SECTION 5 - Termination or Suspension of Franchise Rights

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

SECTION 6 - Compliance with All Applicable Laws and Regulations

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

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

SECTION 7 - General Provisions

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

Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

ROBIN'S RIDES, LLC
Franchisee

By: _____

Its: _____

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

RECITALS:

1. The City of Orange Beach, Alabama ("City") by action of its City Council on March 5, 2024, adopted Resolution No. 24-xxx ("Resolution") approving a non-exclusive franchise for the use of the public streets to provide taxicab services under the terms and conditions set out in the Franchise Agreement for Robin's Rides, LLC ("Provider").
2. The Resolution requires the Provider to accept the terms of the Resolution in a form and substance acceptable to the City.

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

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

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

Dated: _____

ROBIN'S RIDES, LLC

By: _____

Its: _____



**REGULAR CITY COUNCIL MEETING
MARCH 5, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of an intergovernmental agreement with Baldwin County for maintenance of Navy Road.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 03-05-24 24-xxx Authorize Intergovernmental Agreement Navy Road Baldwin County
2. 2024.03.01 Intergovernmental Service Agreement Baldwin County Navy Road

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT WITH
BALDWIN COUNTY FOR MAINTENANCE OF NAVY ROAD**

FINDINGS:

1. On February 22, 2022, the City Council for the City of Orange Beach adopted Resolution No. 22-041 approving an agreement with Baldwin County for the maintenance of Navy Road.
2. The City's Public Works Director has recommended renewal of the intergovernmental agreement.
3. The Baldwin County Commission has agreed to perform routine blading for a term of twenty-four (24) months from the effective date of the agreement.
4. Baldwin County shall remit quarterly invoices to the City for actual costs incurred.
5. After having reviewed the agreement (attached Exhibit A), 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 Council authorizes the Mayor and City Clerk to execute and attest, respectively, the intergovernmental agreement between the City of Orange Beach and the Baldwin County Commission for maintenance of Navy Road, subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 5th DAY OF MARCH, 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 March 5, 2024.

City Clerk

INTERGOVERNMENTAL SERVICE AGREEMENT

This Intergovernmental Service Agreement (“Agreement”) is entered into by and between the Baldwin County Commission (hereinafter “County”) and the City of Orange Beach, Alabama (hereinafter “City”), as follows:

RECITALS

Whereas, County is the duly formed governing body in and for Baldwin County, Alabama, and City is an incorporated municipality of the State of Alabama; and

Whereas, County and City are authorized under Alabama law to control, manage, supervise, regulate, repair, maintain and improve (hereinafter collectively “control”) certain public roads inside their respective jurisdictions; and

Whereas, with the consent of the City Council of a municipality, the County may establish, construct, and maintain any road or street within the corporate limits of such municipality; and

Whereas, County and City acknowledge and agree that the road listed below, as identified and depicted on *Exhibit A* hereto, is situated inside the present incorporated municipal limits of City, and is a road over which City is responsible for and over which City exercises control; and

Whereas, the City has requested that the County assist the City in its efforts to maintain Navy Road (1.00 miles) which is inside Orange Beach City Limits, and the County agrees to perform routine blading, pursuant to the terms and conditions herein; and

Whereas, the City agrees to remit to the County any and all actual costs for labor and equipment incurred by County in its performance of this Agreement; and

Whereas, County and City now wish to enter into this Agreement to provide for the routine blading of Navy Road (1.00 mile) which is inside the City’s jurisdiction.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which being hereby acknowledged, County and City do hereby agree as follows:

1. **Recitals**: The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.
2. **Purpose**: The parties acknowledge and agree that the purpose of this Agreement is to provide for the routine blading of Navy Road (1.00 mile) inside the corporate limits of the City.

3. **City Remains Owner of Right-of-Way:** The City, at all times, including during the effective term of this Agreement and beyond, shall retain exclusive responsibility for and control over Navy Road specifically identified and depicted on *Exhibit A* hereto. The County shall obtain no rights, responsibilities or control over Navy Road as a result of this agreement or the duties and/or obligations contained anywhere herein either during or following the effective term of this Agreement. Nothing contained herein shall be construed to require or result in the County assuming responsibility for any public streets inside the City limits.
4. **No Joint Ownership of Property:** The parties acknowledge and agree that they will not jointly acquire, own or otherwise come into joint or common possession of any property as a result of or in relation to this Agreement.
5. **Inapplicability to Roads Not Expressly Identified:** The parties acknowledge and agree that this Agreement does not address or affect, and that the parties do not intend by this Agreement to address or affect, the responsibility for or control of any road or road portion not expressly identified and depicted herein.
6. **Financing and Budgeting:** Each party shall be responsible for financing the obligations undertaken by that party hereunder, and shall not be responsible for financing, or in any other manner contributing to, the costs or expenses of the obligations undertaken by the other party unless expressly identified herein.
7. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties (“Effective Date”).
8. **Term:** The term of this Agreement shall be for twenty-four (24) months from its Effective Date. This document may be amended only upon written approval by the Parties hereto, and any such amendment shall be approved by the same method by which this original Agreement has been approved by the Parties.
9. **Services to be Performed by County:**
 - A. Perform routine blading of Navy Road (1.00 mile) when the County performs routine blading of other County maintained roads in the area.
 - B. Remit quarterly invoices to the City for actual costs incurred.
Note: County cannot sell bid item materials to the City.
10. **Services to be Performed by City:**
 - A. Comply with all necessary local, State and Federal rules, regulations and laws applicable to the Project and this Agreement.
 - B. Furnish and/or acquire all necessary property rights, including without limitation any necessary access and ownership rights, for access to the right-of-way without cost or liability to the County.

- C. Adjust and/or relocate all utilities for the project without cost to the County, if applicable.
- D. Promptly remit payment within 30 days of the receipt of invoice for all actual labor costs incurred by the County.
- E. Provide any materials necessary for the work.

11. **Termination and Notice:** Notwithstanding the foregoing, either party may terminate this Agreement, with or without cause, upon written notice to the other party. A party's said notice shall be deemed effective, and the Agreement deemed terminated, thirty (30) days after the date such notice is mailed by certified mail to the other party. In the event of termination by either party, the City shall be responsible for all costs incurred by the County through the date of receipt of the requisite termination notice. All notices provided for herein shall be sent as follows:

To City: City of Orange Beach
4099 Orange Beach Boulevard
Orange Beach, Alabama 36561

To County: Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

12. **Indemnity:** City accepts the improvement, work, property, product and services of the County as a result of the Project in its "WHERE IS", "AS IS", condition and acknowledges that the County has made no representation or warranty to City as to, and has no obligation for the condition of the improvements, work, property, product and services of the County. City assumes the risk of any latent or patent defects or problems that are or may be contained in the improvements, work, property, product and services of the County or City. City agrees that the County shall not be liable for any injury, loss or damage on account of any defects or problems. City for itself and City Representatives waive and release the County from any claims for injury to persons or damage to the personal property by reason of the condition of the improvements, work, property, product and services of the County or otherwise.

Furthermore, City shall defend, indemnify and hold County harmless from and against all demands, actions and claims of any description whatsoever, for property damage, personal injury (including death), actions in trespass and all other claimed loss, injury or damage, including, but not limited to, attorneys' fees and costs, arising out of, relating to, or resulting from, any and all acts or omissions in relation to the obligations hereunder.

All guarantees, duties, representations, assurances, without limitation, contained within this Agreement shall survive and exist beyond the date of termination or expiration of this Agreement, and time, or the lapse thereof, shall not be used for or argued as a defense for the City against the same.

Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County or City or in any way diminish any immunity, absolute or qualified, to which the County and City are otherwise entitled by law.

13. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and City and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.
14. **Both Parties Contributed Equally to the Agreement:** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both County and City have contributed substantially and materially to the preparation of this Agreement.
15. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
16. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer or other encumbrance signed by the parties.
17. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the state of Alabama, including, without limitation, all issues relating to capacity, formation, interpretation and available remedies, without regard to Alabama conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution below.

COUNTY:
BALDWIN COUNTY

_____/_____
BILLIE JO UNDERWOOD / DATE
CHAIRMAN

ATTEST:

_____/_____
ROGER H. RENDLEMAN / DATE
COUNTY ADMINISTRATOR

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, and ROGER H. RENDLEMAN, whose names as Chairman and County Administrator of the Baldwin County Commission, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they executed the same voluntarily with full authority to do so for and as an act of the Baldwin County Commission.

My Commission Expires:

MAYOR TONY KENNON

/Date

I, _____, a 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 of CITY OF ORANGE BEACH, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily with full authority to do so for and as an act of the City of Orange Beach, Alabama.

My Commission Expires:

Page 128 of 201



Exhibit A - City of Orange Beach - Navy Road





**REGULAR CITY COUNCIL MEETING
MARCH 5, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Vehicle for the Expect Excellence Department through Sourcewell in the amount of \$60,846.86.

Background/Description: ADA Passenger Van

Action Options/Recommendation:

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

ATTACHMENTS:

1. 03-05-24 24-xxx Authorize Purchase Vehicle Expect Excellence Sourcewell
2. 2024.02.28 Quote - Expect Excellence - National Auto Fleet Group Vehicle Van

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
VEHICLE FOR THE EXPECT EXCELLENCE DEPARTMENT
THROUGH SOURCEWELL IN THE AMOUNT OF \$60,846.86**

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 \$60,846.86;
2. That the Mayor is hereby authorized to approve payment to the National Auto Fleet Group in the amount of \$60,846.86 for One (1) New 2024 Ford Transit Passenger Wagon T-350 XL RWD;
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 5th DAY OF MARCH, 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 March 5,2024.

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

1/18/2024

2/26/2024 Re-Configured

Quote ID: **27341 R1**

Order Cut Off Date: **TBA**

Ms Sara Carroll
City of Orange Beach
4849 Wilson Blvd.
Orange Beach, Alabama, 36561

Dear Sara Carroll,

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

One (1) New/Unused (2024 Ford Transit Passenger Wagon (X2X) T-350 148" High Roof XL RWD,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$61,985.00	\$60,456.86	2.465 %	\$1,528.14
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Transportation		\$390.00		
Total		\$60,846.86		

- 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
998	Engine: 3.5L PFDi V6 Flex-Fuel, (STD)
TRANSMISSION	
Code	Description
44U	Transmission: 10-Spd Automatic w/OD & SelectShift, (STD)
WHEELS	
Code	Description
64H	Wheels: 16" Steel w/Full Silver Cover
PRIMARY PAINT	
Code	Description
YZ	Oxford White
SEAT TYPE	
Code	Description
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats
AXLE RATIO	
Code	Description
X4L	4.10 Limited-Slip Axle Ratio, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
63E	Dual AGM Batteries (70 Amp-hr Each)
153	Front License Plate Bracket
68J	Extended Length Running Boards, -inc: Covers the A-B pillar driver-side and A-C pillar passenger-side
91B	Wiper Activated Headlamps
55D	Front Fog Lamps, -inc: Auxiliary lamps that are generally integrated into the front fascia and designed to help illuminate the roadway during poor visibility
942	Daytime Running Lights, -inc: Provides enhanced vehicle visibility during daylight conditions
58V	Radio: AM/FM Stereo w/SYNC 3, -inc: 4.0" multi-function display, Bluetooth and dual USB ports, SYNC 3 Communications & Entertainment System, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack

96P	15-Passenger Seats, -inc: 1st row: 2 seats, 2nd row: 3 seats, 3rd row: 3 seats, 4th row: 3 seats and 5th row: 4 seats
86F	2 Additional Keys (4 Total), -inc: key fobs
90C	Digital Rearview Mirror, -inc: Placed in the traditional rearview mirror mount location, this always on, auto-dimming enhanced mirror provides full digital rearview images when obstructions such as a bulkhead, cargo or no rear windows are present, Returns to mirror mode when the camera is turned off, This is not a reverse back-up camera
53K	Modified Vehicle Wiring System, -inc: modified vehicle connections for customized wiring harness provisions
67C	Upfitter Package, -inc: high capacity upfitter switches, Large Center Console, an integrated shifter, a dual cup holder and an additional storage area, Auxiliary Fuse Panel, high spec interface connector, Dual AGM Batteries (70 Amp-hr Each), Modified Vehicle Wiring System, modified vehicle connections for customized wiring harness provisions
43R	Reverse Sensing System
55A	Upfitter Interface Module (UIM), -inc: This technology makes it easy for upfitters to operate aftermarket equipment, such as lift buckets or cranes, Upfitters can connect/program the optional upfitter switches to operate aftermarket-installed equipment w/up to 9 digitally configurable inputs, Please see fleet.ford.com/partsandservice/upfitter-interface for additional information
67E	Large Center Console, -inc: an integrated shifter, a dual cup holder and an additional storage area
87E	Auxiliary Fuse Panel, -inc: high spec interface connector, Dual AGM Batteries (70 Amp-hr Each), Modified Vehicle Wiring System, modified vehicle connections for customized wiring harness provisions
61C	Vehicle Maintenance Monitor, -inc: engine hour meter, Depending on the engine, this feature will display engine hour meter, oil life, oil level and tire pressure status
43B	Back Up Alarm, -inc: 102 dB(A) warning capability
OPTION PACKAGE	
Code	Description
301A	Order Code 301A

2024 Fleet/Non-Retail Ford Transit Passenger Wagon T-350 148" High Roof XL RWD

WINDOW STICKER

2024 Ford Transit Passenger Wagon T-350 148" High Roof XL RWD		
CODE	MODEL	MSRP
X2X	2024 Ford Transit Passenger Wagon T-350 148" High Roof XL RWD	\$55,220.00
OPTIONS		
998	Engine: 3.5L PFDi V6 Flex-Fuel, (STD)	\$0.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift, (STD)	\$0.00
64H	Wheels: 16" Steel w/Full Silver Cover	\$35.00
YZ	Oxford White	\$0.00
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats	\$0.00
X4L	4.10 Limited-Slip Axle Ratio, (STD)	\$0.00
63E	Dual AGM Batteries (70 Amp-hr Each)	INC
153	Front License Plate Bracket	\$0.00
68J	Extended Length Running Boards, -inc: Covers the A-B pillar driver-side and A-C pillar passenger-side	\$655.00
91B	Wiper Activated Headlamps	\$30.00
55D	Front Fog Lamps, -inc: Auxiliary lamps that are generally integrated into the front fascia and designed to help illuminate the roadway during poor visibility	\$105.00
942	Daytime Running Lights, -inc: Provides enhanced vehicle visibility during daylight conditions	\$45.00
58V	Radio: AM/FM Stereo w/SYNC 3, -inc: 4.0" multi-function display, Bluetooth and dual USB ports, SYNC 3 Communications & Entertainment System, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack	\$280.00
96P	15-Passenger Seats, -inc: 1st row: 2 seats, 2nd row: 3 seats, 3rd row: 3 seats, 4th row: 3 seats and 5th row: 4 seats	\$1,495.00
86F	2 Additional Keys (4 Total), -inc: key fobs	\$75.00
90C	Digital Rearview Mirror, -inc: Placed in the traditional rearview mirror mount location, this always on, auto-dimming enhanced mirror provides full digital rearview images when obstructions such as a bulkhead, cargo or no rear windows are present, Returns to mirror mode when the camera is turned off, This is not a reverse back-up camera	\$595.00
53K	Modified Vehicle Wiring System, -inc: modified vehicle connections for customized wiring harness provisions	INC
67C	Upfitter Package, -inc: high capacity upfitter switches, Large Center Console, an integrated shifter, a dual cup holder and an additional storage area, Auxiliary Fuse Panel, high spec interface connector, Dual AGM Batteries (70 Amp-hr Each), Modified Vehicle Wiring System, modified vehicle connections for customized wiring harness provisions	\$610.00
43R	Reverse Sensing System	\$295.00
55A	Upfitter Interface Module (UIM), -inc: This technology makes it easy for upfitters to operate aftermarket equipment, such as lift buckets or cranes, Upfitters can connect/program the optional upfitter switches to operate aftermarket-installed equipment w/up to 9 digitally configurable inputs, Please see fleet.ford.com/partsandservice/upfitter-interface for additional information	\$255.00

67E	Large Center Console, -inc: an integrated shifter, a dual cup holder and an additional storage area	INC
87E	Auxiliary Fuse Panel, -inc: high spec interface connector, Dual AGM Batteries (70 Amp-hr Each), Modified Vehicle Wiring System, modified vehicle connections for customized wiring harness provisions	INC
61C	Vehicle Maintenance Monitor, -inc: engine hour meter, Depending on the engine, this feature will display engine hour meter, oil life, oil level and tire pressure status	\$45.00
43B	Back Up Alarm, -inc: 102 dB(A) warning capability	\$150.00
301A	Order Code 301A	\$0.00
Please note selected options override standard equipment		
SUBTOTAL		\$59,890.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$2,095.00
TOTAL PRICE		\$61,985.00
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: 3.5L PFDi V6 Flex-Fuel -inc: port injection (STD)
Transmission: 10-Spd Automatic w/OD & SelectShift -inc: auxiliary transmission oil cooler (STD)
4.10 Limited-Slip Axle Ratio (STD)

INTERIOR

Dark Palazzo Gray Cloth Bucket Seats -inc: 2-way manual driver seat w/lumbar, 2-way manual passenger seat and driver and passenger armrest (STD)
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WHEELS

Wheels: 16" Silver Steel w/Black Hubcap

ADDITIONAL EQUIPMENT

50-State Emissions System
Rear-Wheel Drive
70-Amp/Hr Maintenance-Free Battery w/Run Down Protection
HD 250 Amp Alternator
2951# Maximum Payload
GVWR: 9,500 lb
Gas-Pressurized Front Shock Absorbers and HD Rear Shock Absorbers
Front Anti-Roll Bar
Electric Power-Assist Steering
25.1 Gal. Fuel Tank
Single Stainless Steel Exhaust
Strut Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Tires: 235/65R16C 121/119 R AS BSW
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper
Black Rear Bumper w/1 Tow Hook
Black Bodyside Cladding and Black Wheel Well Trim

Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window w/Defroster
Rain Detecting Variable Intermittent Wipers
Fully Galvanized Steel Panels
Black Grille
Sliding Rear Passenger Side Door
Split Swing-Out Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Auto High-Beam Headlamps w/Delay-Off
Headlights-Automatic Highbeams
AM/FM Stereo w/Seek-Scan, Clock, Aux Audio Input Jack, Steering Wheel Controls and SYNC 3 External Memory Control
Radio: AM/FM Stereo -inc: 4.0" multi-function display, Bluetooth and dual USB ports
Streaming Audio
Fixed Antenna
8 Speakers (4 Front/4 Rear)
Bluetooth Wireless Phone Connectivity
1 LCD Monitor In The Front
Bucket Front Seats w/Cloth Back Material and Manual Driver Lumbar
4-Way Driver Seat -inc: Manual Recline, Fore/Aft Movement and Manual Lumbar Support
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Removable Bench Front Facing Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer and Trip Odometer
Fixed Rear Windows and Fixed 3rd Row Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Removable Split-Bench 3rd Row Seat Front, 3 Manual and Adjustable Head Restraints
Removable Split-Bench Front Facing 4th Row Seat Number, Control and Type Head Restraint
Front Cupholder
Rear Cupholder
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
Rear HVAC
HVAC -inc: Underseat Ducts
Locking Glove Box
Driver Foot Rest
Interior Trim -inc: Metal-Look Instrument Panel Insert

Full Cloth Headliner
Urethane Gear Shifter Material
Cloth Front Bucket Seats
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination
Partial Floor Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Vinyl/Rubber Floor Trim
Cargo Space Lights
Pre-Collision Assist w/Automatic Emergency Braking
Instrument Panel Bin, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver 1-Touch Down
Power Door Locks w/Autolock Feature
Driver Information Center
Analog Appearance
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Driver And Front Passenger Armrests
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Ford Co-Pilot360 w/Side Wind Stabilization 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
Lane-Keeping System Lane Departure Warning
Driver Monitoring-Alert
Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st, 2nd And 3rd Row Airbags
Airbag Occupancy Sensor
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera



**REGULAR CITY COUNCIL MEETING
MARCH 5, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Tractor and Reel Mower for the Landscape Department through Sourcewell from Deere & Company in the amount of \$48,961.48.

Background/Description:

Action Options/Recommendation:

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

ATTACHMENTS:

1. 03-05-24 24-xxx Authorize Purchase Tractor Landscape Sourcewell
2. 2024.02.05 Quote - Landscape - Beard Equipment John Deere Mower

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
TRACTOR AND REEL MOWER FOR THE LANDSCAPE DEPARTMENT
THROUGH SOURCEWELL FROM DEERE & COMPANY
IN THE AMOUNT OF \$48,961.48**

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 Tractor and Reel Mower for the Landscape Department through Sourcewell, approved by the State of Alabama and the Public Examiners Office, in the amount of \$48,961.48;
2. That the Mayor is hereby authorized to approve payment to Deere & Company in the amount of \$37,678.52 for One (1) New John Deere 4044M Compact Utility Tractor and \$11,282.96 for One (1) New John Deere 220SL PrecisionCut Walk Greens Reel Mower;
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 5th DAY OF MARCH, 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 March 5, 2024.

City Clerk

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Beard Equipment Company
2480 E 1-65 Service Road N
Mobile, AL 36617
800-848-8563
JohnDeereEmails@beardequipment.com

Quote Summary**Prepared For:**

CITY OF ORANGE BEACH
PO BOX 458
ORANGE BEACH, AL 36561
Home : 251-981-6979
Business: 251-981-6979
TTABB@ORANGEBEACHAL.GOV

Delivering Dealer:**Beard Equipment Company**

Brad Rounsaville
2480 E 1-65 Service Road N
Mobile, AL 36617
Phone: 800-848-8563
brounsaville@beardequipment.com

Quote ID: 29732492**Created On:** 04 October 2023**Last Modified On:** 10 January 2024**Expiration Date:** 31 January 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 4044M Compact Utility Tractor (33 PTO hp) Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 7C) Price Effective Date: October 3, 2023	\$ 45,916.49	\$ 37,678.52 X	1 =	\$ 37,678.52
JOHN DEERE 220SL PrecisionCut Walk Greens Mower Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 7C) Price Effective Date: October 3, 2023	\$ 14,846.00	\$ 11,282.96 X	1 =	\$ 11,282.96
Equipment Total				\$ 48,961.48

Quote Summary

Equipment Total \$ 48,961.48

Trade In

SubTotal **\$ 48,961.48**

Est. Service \$ 0.00

Agreement Tax

Total \$ 48,961.48

Balance Due \$ 48,961.48

Salesperson : X _____

Accepted By : X _____



JOHN DEERE



Selling Equipment

Quote Id: 29732492

Customer Name: CITY OF ORANGE BEACH

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**Beard Equipment Company
2480 E 1-65 Service Road N
Mobile, AL 36617
800-848-8563
JohnDeereEmails@beardequipment.com

JOHN DEERE 4044M Compact Utility Tractor (33 PTO hp)

Hours:

Suggested List *

Stock Number:

\$ 45,916.49

Contract: Sourcewell Grounds Maintenance 031121-DAC
(PG NB CG 70)

Selling Price *

\$ 37,678.52

Price Effective Date: October 3, 2023

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
031ALV	4044M Compact Utility Tractor (33 PTO hp)	1	\$ 34,849.00	18.00	\$ 6,272.82	\$ 28,576.18	\$ 28,576.18
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1381	12F/12R PowrReverser	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1718	Factory Installed Loader with Bucket	1	\$ 8,513.00	18.00	\$ 1,532.34	\$ 6,980.66	\$ 6,980.66
2000	Open Station with Standard Seat	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
4061	Less iMatch™ Quick Hitch Category 1	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5253	22.50LLx16.1 (6PR, R3 Turf Special, 1 Position)	1	\$ 686.00	18.00	\$ 123.48	\$ 562.52	\$ 562.52
6253	27x12LL-15 (6PR, R3 Turf Special, 2 Position)	1	\$ 97.00	18.00	\$ 17.46	\$ 79.54	\$ 79.54
Standard Options Total			\$ 9,296.00		\$ 1,673.28	\$ 7,622.72	\$ 7,622.72
Dealer Attachments/Non-Contract/Open Market							
BLV10844	Tractor Drawbar Assembly	1	\$ 358.03	18.00	\$ 64.45	\$ 293.58	\$ 293.58
BXX11044	EH 3rd SCV Kit 4M Open Station	1	\$ 1,263.46	18.00	\$ 227.42	\$ 1,036.04	\$ 1,036.04
Dealer Attachments Total			\$ 1,621.49		\$ 291.87	\$ 1,329.62	\$ 1,329.62
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Fees							
	Delviery Fee	1	150.00			150.00	150.00



JOHN DEERE

BEARD
EQUIPMENT CO.

Selling Equipment

Quote Id: 29732492

Customer Name: CITY OF ORANGE BEACH

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:Beard Equipment Company
2480 E 1-65 Service Road N
Mobile, AL 36617
800-848-8563
JohnDeereEmails@beardequipment.com

Equipment Fees Total	\$ 150.00	\$ 150.00	\$ 150.00
Total Selling Price	\$ 45,916.49	\$ 8,237.97	\$ 37,678.52 \$ 37,678.52

JOHN DEERE 220SL PrecisionCut Walk Greens Mower

Equipment Notes:

Hours:

Stock Number:

Contract: Sourcwell Grounds Maintenance 031121-DAC
(PG NB CG 70)

Price Effective Date: October 3, 2023

Suggested List *

\$ 14,846.00

Selling Price *

\$ 11,282.96

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
5528M	220SL PrecisionCut Walk Greens Mower	1	\$ 13,861.00	24.00	\$ 3,326.64	\$ 10,534.36	\$ 10,534.36
Standard Options - Per Unit							
001A	US and Canada	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	All Other Countries (English / Spanish)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1223	11-Blade Reel	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1300	55.9 cm (22-in.) x 50.8 mm (2-in.) Diameter Machined Grooved Solid Roller with Solid End Caps	1	\$ 252.00	24.00	\$ 60.48	\$ 191.52	\$ 191.52
9779	Transport Wheels and Kickstand	1	\$ 733.00	24.00	\$ 175.92	\$ 557.08	\$ 557.08
Standard Options Total			\$ 985.00		\$ 236.40	\$ 748.60	\$ 748.60
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 14,846.00		\$ 3,563.04	\$ 11,282.96	\$ 11,282.96

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- ☐ Vendor: Deere & Company
☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:

Brad Rounsaville

Beard Equipment Company
2480 E 1-65 Service Road N
Mobile, AL 36617

Tel: 800-848-8563

Fax: 251-452-2309

Email: brounsaville@beardequipment.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



**REGULAR CITY COUNCIL MEETING
MARCH 5, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a cooperative maintenance agreement with the Alabama Department of Transportation for sidewalk on State Highway 180 right-of-way from Wharf Parkway East to Gulf Bay Road.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 03-05-24 24-xxx Authorize Cooperative Maintenance Agreement ALDOT Canal Road Sidewalk
2. 2024.03.01 Cooperative Maintenance Agreement ALDOT Sidewalk Canal Road

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
COOPERATIVE MAINTENANCE AGREEMENT
WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION FOR
SIDEWALK ON STATE HIGHWAY 180 RIGHT-OF-WAY
FROM WHARF PARKWAY EAST TO GULF BAY ROAD**

FINDINGS:

1. The purpose of this agreement is for the City of Orange Beach to become the maintaining entity of the sodding associated with sidewalk construction within State Highway 180 right-of-way from Wharf Parkway East to Gulf Bay Road.
2. The City of Orange Beach will provide maintenance of the sodding and be responsible for the associated cost of the maintenance.
3. After having reviewed said agreements (attached Exhibit A), 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 cooperative maintenance agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the Alabama Department of Transportation (ALDOT) 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 5th DAY OF MARCH, 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 March 5, 2024.

City Clerk

ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR THE COOPERATIVE MAINTENANCE
OF PUBLIC RIGHT OF WAY

County Baldwin

Route Number SR-180

Milepost 25.97 to 27.08

Resolution Number _____

Associated Permits and/or Documents _____

FOR OFFICIAL USE ONLY

DATE RECEIVED FROM APPLICANT: ___/___/___

PERMIT NUMBER: _____

THIS AGREEMENT, entered into this the 20th day of February, 2024, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and City of Orange Beach, in an effort to provide maintenance within the city limits of Orange Beach along Route SR-180, the City of Orange Beach agrees to maintain sodding associated with sidewalk construction from Wharf Parkway East to Gulf Bay Road.

_____ in the ALDOT right-of-way from milepost 25.97 to 27.08. All maintenance shall conform to standards and specifications of ALDOT and the ALDOT approved version of the national Manual on Uniform Traffic Control Devices. Any future proposed work not described in this agreement or any associated agreements shall be requested by permit and is subject to approval by ALDOT. It is furthermore understood by the parties that the map attached hereto describes the current situation. The parties understand that this agreement and the plans attached hereto may be amended by the mutual agreement of the parties.

In accepting the above, ALDOT and APPLICANT agree to do the following:

1. Adequate sight distances must be maintained for maximum public safety; otherwise ALDOT reserves the right to remedy this situation in the most expedient manner.
2. ALDOT is not responsible for the safety of the individual involved or taking part in this work during maintenance operations.
3. If ALDOT construction (repair of drainage and traffic structures, crossovers and other minor construction) is done in the subject area, it will be the responsibility of ALDOT to establish a stand of vegetative cover if deemed necessary by ALDOT and then the APPLICANT'S responsibility to maintain the vegetative cover as stipulated herein. In the event of major construction in the subject area, this Agreement shall be voided at a time designated by ALDOT.

4. Any proposed work, whether being performed or accomplished, that is described within or with any associated proposal is subject to the inspection and approval of ALDOT. Should the APPLICANT fail to conform to the provisions of the Agreement, such failure shall be grounds for termination and shall be cause for ALDOT to assume the maintenance at the APPLICANT's expense and/or remove the work and restore the right-of-way to ALDOT's discretion at the expense of the APPLICANT. The APPLICANT agrees to pay ALDOT all such costs as a result. ALDOT shall provide thirty (30) days notice, in writing, or any termination.

5. A copy of this Agreement must be kept by all parties that sign the Agreement. The State of Alabama does not grant APPLICANT any right, title, or claim on any highway right-of-way.

6. The APPLICANT agrees to store no equipment, materials, or debris of any kind on the shoulders of pavement and in the case of multi-lane highways, in the median strips. The pavement will be kept free from waste and equipment.

7. This Agreement is executed with the understanding that it is not valid until the APPLICANT has complied with all existing ordinances, laws and zoning boards that have jurisdiction in the county, city, or municipality.

8. The APPLICANT may perform any herbicide treatments necessary to maintain the appearance of the roadside with written permission from ALDOT. This includes but is not limited to concrete islands, median barriers, curbs, and other structures. Herbicide treatments shall conform to the guidelines found in the current edition of *Chapter IV: ALDOT Herbicide Treatment Recommendations*. Treatments shall be applied by an individual in possession of a current Commercial Applicator Permit (ROW category) issued by the Alabama Department of Agriculture & Industries. Daily application reports shall be made available for review by ALDOT upon request.

9. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

☒ If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

____ If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

____ If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term of its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

10. The APPLICANT agrees to provide pruning and/or trimming of plants in any existing or newly landscaped areas.

11. No new installation or removal of plantings is allowed on the right-of-way under this agreement.

12. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT in performance of these maintenance activities.

13. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the 20th day of February, 2024.

WITNESS:

By: _____

Authorized Signature and Title for Applicant

Typed or Printed Name of Signee

251-974-5398

Telephone Number

P.O. Box 2432

Address Line 1

cpappas@orangebeachal.gov

Contact Email Address

Orange Beach, AL 3656

Address Line 2

FOR OFFICIAL USE ONLY

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AS TO CONTENT AND FORM:

BY: _____

Chief Counsel (Printed)

Signature

Date

RECOMMENDED FOR APPROVAL:

DISTRICT: _____

Printed Name

Signature

Date

AREA: _____

Printed Name

Signature

Date

REGION: _____

Printed Name

Signature

Date

APPROVED:

**ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION
DIRECTOR**

(PLEASE CHECK APPROPRIATE BOX)

- ☐ CENTRAL OFFICE
- ☐ REGION
- ☐ AREA
- ☐ DISTRICT

By: _____

Printed Name

Signature

Date



**REGULAR CITY COUNCIL MEETING
MARCH 5, 2024**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for On-Call Carpentry, Drywall and Painting Services to MD Thomas Construction, LLC, per unit pricing for a maximum of three years.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 03-05-24 24-xxx Award Bid On-Call Carpentry Drywall Painting Services
2. 2024-0229 Annual Bid - On-Call Carpentry Drywall Painting Services - Unit Price Tab

RESOLUTION NO. 24-xxx

**A RESOLUTION AWARDED THE BID FOR
ON-CALL CARPENTRY, DRYWALL AND PAINTING SERVICES TO
MD THOMAS CONSTRUCTION, LLC
PER UNIT PRICING FOR A MAXIMUM OF THREE YEARS**

FINDINGS:

1. Bids for On-Call Carpentry, Drywall and Painting Services were received and opened on February 29, 2024.
2. The Procurement Officer has recommended award to the lowest bid meeting specifications from MD Thomas Construction, LLC.
3. City Council finds that the lowest responsible bid was submitted by MD Thomas Construction, LLC.
4. The term of the awarded contract shall be for one year starting from the date of award with the option to renew for two (2) additional one-year terms.

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

1. That the bid for On-Call Carpentry, Drywall and Painting Services, as specified by the bid documents, is awarded to MD Thomas Construction, LLC;
2. That the Mayor is hereby authorized to approve payment to MD Thomas Construction, LLC, in the amounts as per their bid dated February 29, 2024, for On-Call Carpentry, Drywall and Painting Services;
3. That this unit price purchasing agreement shall auto-renew for two (2) additional one-year terms for a maximum total of three (3) years with a final expiration date of March 5, 2027; and
4. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 5th DAY OF MARCH, 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 March 5, 2024.

City Clerk

Project Name: **ON-CALL CARPENTRY, DRYWALL AND PAINTING SERVIC** Bid Date: **February 29, 2024**
Requisition No. **2024-0229** Bid Opening Time: **10:00 AM**

Bidder's Name		MD Thomas Construction LLC		Steward Construction Company	
City, State		Orange Beach, AL		Orange Beach, AL	
Alabama Contractor License No.		39995		20982	
	Estimated Hours	Unit Price	Extended Total	Unit Price	Extended Total
A: Lead Carpenter	100	\$ 74.25	\$ 7,425.00	\$ 100.00	\$ 10,000.00
B: Carpenter	500	\$ 57.75	\$ 28,875.00	\$ 90.00	\$ 45,000.00
C: Drywall Installer	100	\$ 57.75	\$ 5,775.00	\$ 90.00	\$ 9,000.00
D: Drywall Finisher	100	\$ 57.75	\$ 5,775.00	\$ 90.00	\$ 9,000.00
E: Helper	20	\$ 38.00	\$ 760.00	\$ 70.00	\$ 1,400.00
F: Crew Truck	600	\$ 22.50	\$ 13,500.00	\$ 25.00	\$ 15,000.00
G: Paint Lead	200	\$ 49.50	\$ 9,900.00	\$ 100.00	\$ 20,000.00
H: Paint Helpers	300	\$ 38.00	\$ 11,400.00	\$ 90.00	\$ 27,000.00
BID TOTAL		\$83,410.00		\$136,400.00	
G: Materials/Parts		15% Contractor Markup		11% Contractor Markup	
H: Rentals		10% Contractor Markup		11% Contractor Markup	

Note: Steward Construction LLC 'H' reflects corrected extended total

Tabulated by T. Robinson 02/29/2024



**REGULAR CITY COUNCIL MEETING
MARCH 5, 2024**

Departments: City Clerk

Description of Topic: Resolution declaring Fire Department Uniforms owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to the Pine Grove Volunteer Fire Department.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 03-05-24 24-xxx Donate Surplus Fire Uniforms Pine Grove VFD

RESOLUTION NO. 24-xxx

**A RESOLUTION DECLARING FIRE DEPARTMENT UNIFORMS
OWNED BY THE CITY OF ORANGE BEACH AS SURPLUS AND UNNEEDED
AND AUTHORIZING THE DONATION OF SAID PROPERTY
TO THE PINE GROVE VOLUNTEER FIRE DEPARTMENT**

FINDINGS:

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

DEPARTMENT	ITEM DESCRIPTION	QTY	NOTES
FIRE	PANTS	74	MISCELLANEOUS STYLES
FIRE	SHIRTS	62	MISCELLANEOUS STYLES
FIRE	COATS	2	FLYING CROSS CLASS A
FIRE	BELTS	2	

2. Section 11-43-56 of the Code of Alabama of 1975 authorizes the municipal governing body to dispose of unneeded personal property.
3. The City of Orange Beach has received a request from the Pine Grove Volunteer Fire Department, Inc., located in Bay Minette, Alabama, for assistance.
4. Orange Beach City Council has determined that donating surplus vehicles and/or equipment to neighboring fire departments in need serves a public purpose.

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

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

ADOPTED THIS 5th DAY OF MARCH, 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 March 5, 2024.

City Clerk



**REGULAR CITY COUNCIL MEETING
MARCH 5, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing a settlement agreement by and between Chase Morrisette, et al., and the City of Orange Beach.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 03-05-24 24-xxx Authorize Settlement of Litigation Morrisette

RESOLUTION NO. 24-xxx

**A RESOLUTION APPROVING A SETTLEMENT AGREEMENT BY AND BETWEEN
CHASE MORRISSETTE, ET AL., AND THE CITY OF ORANGE BEACH**

FINDINGS:

1. The City Council of the City of Orange Beach has been advised that *Chase Morrisette, et al. v. City of Orange Beach, Alabama, et al.*, a lawsuit pending in the United States District Court for the Southern District of Alabama, has been the focus of settlement discussions between the City and the plaintiffs.
2. Settlement discussions have resulted in the parties reaching a proposed agreement resolving all pending issues in exchange for payment of \$173,333.33 and other good and valuable consideration.
3. After having been advised of the terms and implications of the proposed settlement by the City Attorney, the City Council has determined that the terms 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 terms of the proposed Settlement Agreement by and between the City of Orange Beach, Alabama and the Plaintiffs -Chase Morrisette, DeAnn Milly, and Lacy Ignacio McFadden- is hereby authorized and approved in full and complete settlement of Case 1:22-cv-00507-TFM-B in the United States District Court for the Southern District of Alabama, and that the Mayor is hereby authorized to undertake all actions necessary to effectuate said settlement as set out in the Proposed Agreement, Final Order and Judgment, to wit, full and final settlement in the amount of \$173,333.33; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 5th DAY OF MARCH, 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 March 5, 2024.

City Clerk



**REGULAR CITY COUNCIL MEETING
MARCH 5, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing a settlement agreement by and between Laura Davis and the City of Orange Beach.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 03-05-24 24-xxx Authorize Settlement of Litigation Davis

RESOLUTION NO. 24-xxx

**A RESOLUTION APPROVING AN AGREEMENT BY AND BETWEEN
LAURA DAVIS AND THE CITY OF ORANGE BEACH**

FINDINGS:

1. The City Council of the City of Orange Beach has been advised that *Laura Davis v. City of Orange Beach, Alabama*, a lawsuit pending in the United States District Court for the Southern District of Alabama, has been the focus of settlement discussions between the City and the Plaintiff.
2. Settlement discussions have resulted in the parties reaching a proposed agreement resolving all pending issues in exchange for payment of \$126,000.00 and other good and valuable consideration.
3. After having been advised of the terms and implications of the proposed settlement by the City Attorney, the City Council has determined that the terms 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 terms of the proposed Settlement Agreement by and between the City of Orange Beach, Alabama and the Plaintiff, Laura Davis is hereby authorized and approved in full and complete settlement of Case 1:23-cv-00339-TFM-B in the United States District Court for the Southern District of Alabama, and that the Mayor is hereby authorized to undertake all actions necessary to effectuate said settlement as set out in the Proposed Agreement, Final Order and Judgment, to wit, full and final settlement in the amount of \$126,000.00; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 5th DAY OF MARCH, 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 March 5, 2024.

City Clerk



**REGULAR CITY COUNCIL MEETING
MARCH 5, 2024**

Departments: City Clerk

Description of Topic: First Reading - Ordinance amending and restating Chapter 42, Article III of the Code of Ordinances for the City of Orange Beach, Alabama, retitled "Floodplain Development."

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2024-xxxx Amd Ch 42 Art III Restate Floodplain Development Ordinance

ORDINANCE NO. 2024-xxxx

**AN ORDINANCE REPEALING ORDINANCE 2019-1314
AND REPLACING CHAPTER 42, ARTICLE III OF THE
CODE OF ORDINANCES FOR THE CITY OF ORANGE BEACH, ALABAMA
RETITLED “FLOODPLAIN DEVELOPMENT”**

FINDINGS:

1. The National Flood Insurance Program (NFIP) is managed by the Federal Emergency Management Agency (FEMA). Communities are not required to participate in the program by any law or regulation, but instead participate voluntarily in order to obtain access to NFIP flood insurance. Communities that choose to participate in the NFIP are required to adopt and enforce a floodplain development ordinance with land use and control measures that include effective enforcement provisions to regulate development in the floodplain resulting in reduced future flood losses.
2. FEMA has set forth in federal regulations the minimum standards required for participation in the NFIP; however, these standards have the force of law only because they are adopted and enforced by a state or local government; referred to as a NFIP community. Legal enforcement of the floodplain management standards is the responsibility of the participating NFIP community, which can elect to adopt higher standards as a means of mitigating flood risk. The City of Orange Beach agrees to adopt and enforce this ordinance, which meets or exceeds the minimum standards of the Code of Federal Regulations Title 44 §60.3 in order to participate in the NFIP and have access to federal flood insurance and other federal assistance.

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

1. That Ordinance 2019-1314 is hereby repealed and Chapter 42, Article III of the Code of Ordinances for the City of Orange Beach is hereby replaced to read in its entirety as follows:

ARTICLE III. - FLOODPLAIN DEVELOPMENT

DIVISION 1. - STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES

Sec. 42-151. - Statutory authorization.

The Legislature of the State of Alabama has, in Title 11, Chapter 19, Sections 1-24; Chapter 45, Sections 1-11; Chapter 52, Sections 1-84; and Title 41, Chapter 9, Section 166 of the Code of Alabama, 1975, authorized local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry.

Sec. 42-152. - Findings of fact.

- (1) The flood hazard areas of the City of Orange Beach, Alabama (the Federal Emergency Management Agency’s [FEMA] designated Special Flood Hazard Areas (SFHAs) or other areas designated by the of Orange Beach as flood-prone areas) are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of the tax base, all of which adversely affect public health, safety, and general welfare.
- (2) These flood losses are caused most often by development, as defined in this ordinance, in areas designated as FEMA SFHAs or other areas designated by the City of Orange Beach as vulnerable to flooding, including structures which are inadequately elevated or floodproofed (only non-

residential structures) or are otherwise unprotected from flood damages; or by the cumulative effect of development in areas subject to flooding that cause increases in flood heights and velocities.

Sec. 42-153. - Statement of purpose.

It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (2) Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion;
- (3) Control development (including filling, grading, paving, dredging, and all other development as defined in this Ordinance);
- (4) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters, or which may increase flood hazards to other lands; and
- (5) Control the alteration of natural floodplains, stream channels, and natural protective barriers which may influence the flow of water.

Sec. 42-154. - Objectives.

The objectives of this ordinance are to:

- (1) Protect human life and health;
- (2) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (3) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize flood blight areas;
- (4) Minimize expenditure of public money for costly flood control projects;
- (5) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (6) Minimize prolonged business interruptions; and
- (7) When asked for assistance regarding flood risk, ensure that potential home buyers are aware that a property is in an area subject to flooding.

Sections 42-155 through 42-169 reserved.

DIVISION 2. - GENERAL PROVISIONS

Sec. 42-170. - Lands to which this ordinance applies.

This ordinance shall apply to all FEMA SFHAs and any additional areas designated by the City of Orange Beach as floodplains or areas subject to flooding within the jurisdiction of the City of Orange Beach, Alabama.

Sec. 42-171. - Basis for special flood hazard areas.

The SFHAs identified by FEMA in Baldwin County's Flood Insurance Study (FIS), dated April 19, 2019, with accompanying Flood Insurance Rate Maps (FIRMs) and other supporting data and any revision thereto, are adopted by reference and declared a part of this ordinance. For those lands acquired by a municipality through annexation, the current effective FIS and data for Baldwin County

are hereby adopted by reference. Community Flood Hazard Areas may also be regulated as SFHAs. FEMA encourages communities to adopt areas prone to flooding to be added to the FIRMs. They may include those areas known to have flooded historically or that have been defined through standard engineering analysis by a professional engineer, licensed to practice in the State of Alabama; or by governmental agencies or private organizations that are not yet incorporated into the FIS or otherwise designated by the community.

Sec. 42-172. - Establishment of a floodplain development permit.

A Development Permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development, as defined in this Ordinance, in identified SFHAs and any additional identified Community Flood Hazard Areas within the community.

Sec. 42-173. - Compliance.

No structure or land shall hereafter be located, extended, converted or altered without full compliance with the terms of this ordinance and other applicable regulations.

Sec. 42-174. - Abrogation and greater restrictions.

This ordinance is not intended to repeal, abrogate, or impair any existing ordinance, easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Sec. 42-175. - Interpretation.

In the interpretation and application of this ordinance all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body, and; (3) deemed neither to limit nor repeal any other powers granted under State statutes.

Sec. 42-176. - Warning and disclaimer of liability.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur; flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the SFHAs or other identified areas subject to flooding or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the City of Orange Beach or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

Sec. 42-177. - Penalties for violation.

Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions shall constitute a misdemeanor. The Code of Alabama (1975), Title 11, Chapters 19 and 45 grant local governments in Alabama the authority to administer the enforcement provisions stated within this section of the ordinance.

(1) Stop Work Order. The community may issue a stop work order, which shall be served on the applicant or other responsible person.

(a) Upon notice from the Administrator, work on any building, structure or premises that is being performed contrary to the provisions of this ordinance shall immediately cease.

(b) Such notice shall be in writing and shall be given to the owner of the property, or to his or her agent, or to the person doing the work, and shall state the conditions under which work may be resumed.

(2) Notice of Violation. If the community determines that an applicant or other responsible party for

the development has failed to comply with the terms and conditions of a permit, or otherwise not in accordance with the provisions of this ordinance, it shall issue a written Notice of Violation, by certified return receipt mail, to such applicant or other responsible person. Where the person is engaged in activity covered by this Ordinance without having first secured a permit, the notice shall be served on the owner or the party in charge of the activity being conducted on the site. Therefore, any work undertaken prior to submission and approval of an official permit by the City of Orange Beach or otherwise not in accordance with this ordinance shall constitute a violation of this ordinance and be at the permit holder's risk. The notice of violation shall contain:

- (a) The name and address of the owner or the applicant or the responsible party;
- (b) The address or other description of the site upon which the violation is occurring;
- (c) A statement specifying the nature of the violation (including failure to obtain a permit);
- (d) A description of the remedial measures necessary to bring the action or inaction into compliance with the permit or this ordinance and the date for the completion of such remedial action;
- (e) A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed; and
- (f) A statement in the Notice of Violation shall be included that the determination of violation may be appealed to the community by filing a written Notice of Appeal within ten (10) working days after the Notice of Violation. Exceptions for the deadline for this Notice include: 1) in the event the violation constitutes a danger to public health or public safety, then a 24-hour notice shall be given; 2) if there's an imminent or immediate threat to life or property, then immediate action is required.

- (3) Criminal penalties. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500.00 or imprisoned for not more than six months, or both, and in addition, shall pay all costs and expenses involved in the case: Each day such violation continues following receipt of the Notice of Violation shall be considered a separate offense. Nothing contained herein shall prevent the City of Orange Beach from taking such other lawful actions as is necessary to prevent or remedy any violation.
- (4) Additional Enforcement Actions. If the remedial measures described in the Notice of Violation have not been completed by the date set forth in the Notice of Violation, any one or more of the following enforcement actions may be enacted against the person to whom the Notice of Violation was directed.

Before taking any of the following enforcement actions or imposing any of the following penalties, the City of Orange Beach shall first notify the applicant or other responsible person in writing of its intended action. The City of Orange Beach shall provide reasonable opportunity, of not less than ten days (except, in the event the violation constitutes a danger to public health or public safety, then a 24-hour notice shall be sufficient; if there's an imminent or immediate threat to the public health or public safety then immediate action is required) to cure such violation.

In the event the applicant or other responsible party fails to cure such violation after such notice and cure period, the City of Orange Beach may take or impose any one or more of the enforcement actions or penalties listed below.

- (a) Termination of utility service and/or withhold or revoke Certificate of Occupancy. The community may terminate utility services to the property and/or refuse to issue and/or revoke a certificate of occupancy for the building or other improvements/repairs conducted on the site. The order shall remain in-place until the applicant or other responsible party has taken the remedial measures set forth in the Notice of Violation or has otherwise cured the violation

or violations described therein.

(b) Suspension, revocation, or modifications of permit. The community may suspend, revoke, or modify the permit that authorizes the development project. A suspended, revoked, or modified permit may be reinstated after the applicant or other responsible party has taken the remedial measures set forth in the Notice of Violation or has otherwise cured the violations described therein.

i. The Administrator may revoke a permit issued under the provisions of this ordinance in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.

ii. The Administrator may revoke a permit upon determination that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the structure for which the permit was issued is in violation of, or not in conformity with, the provisions of this ordinance.

(c) Section 1316 Declaration. A Section 1316 declaration shall be used only when all other legal means included in this ordinance to remedy a violation have been exhausted and the structure remains non-compliant. Once invoked, the property's flood insurance coverage will be terminated and no new or renewal policy can be issued, no NFIP insurance claim can be paid on any policy on the property, and federal disaster assistance will be denied for the property.

The declaration must be in writing (letter or citation), from the community to the property owner and to the FEMA Regional Office, and must contain the following items:

i. The name(s) of the property owner(s) and address or legal description of the property sufficient to confirm its identity and location;

ii. A clear and unequivocal declaration that the property is in violation of a cited State or local law, regulation or ordinance;

iii. A clear statement that the public body making the declaration has authority to do so and a citation of that authority;

iv. Evidence that the community has taken and exhausted all legal means to remedy the violation, including all Community enforcement actions, as specified in this ordinance; and

v. Notice of violation, and a statement regarding the prospective denial of insurance.

(5) Administrative appeal; judicial review. Any person receiving a Notice of Violation may appeal the determination of the city, including but not limited to the issuance of a stop work order, the assessment of an administratively-imposed monetary penalty, the suspension, revocation, modification, or grant with condition of a permit by the city upon finding that the holder is in violation of permit conditions, or notification that the holder is in violation of any applicable ordinance or any of the city's rules and regulations, or the issuance of a notice of bond forfeiture.

The Notice of Appeal must be in writing to the Floodplain Administrator and must be received within ten (10) days from the date of the Notice of Violation. A hearing on the appeal shall take place within thirty (30) days from the date of receipt of the Notice of Appeal.

(6) All administrative appeals shall be heard and decided by the city's designated appeals board, which shall be the Orange Beach City Council, or their designees. The appeals board shall have the power to affirm, modify, or reject the original determination, including the right to increase or decrease the amount of any administrative monetary penalty and the right to add or delete remedial actions required for correction of the violation and compliance with the community's floodplain development ordinance, and any other applicable local, state, or federal requirements.

Appeals cannot be in opposition to the provisions of this ordinance.

- (7) A judicial review can be requested by any person aggrieved by a decision or order of the city, after exhausting his/her administrative remedies. They shall have the right to appeal de novo to the Circuit Court of Baldwin County, Alabama.

Sec. 42-178. - Savings clause.

If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held to be noncompliant with 44 Code of Federal Regulation 59-78, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 42-179 is reserved.

DIVISION 3. - ADMINISTRATION

Sec. 42-180. - Designation of floodplain administrator.

The City of Orange Beach Building Official is hereby appointed to administer and implement the provisions of this ordinance. The City of Orange Beach Building Official shall hereto after be referred to as the Floodplain Administrator in this ordinance.

Sec. 42-181. - Permit procedures.

Application for a Floodplain Development Permit shall be made to the Floodplain Administrator on forms furnished by the community prior to any development (any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials) in the SFHAs of the community, and may include, but not be limited to, the following: plans drawn to scale showing the elevations of the area of development and the nature, location, and dimensions of existing or proposed development.

Specifically, the following procedures and information are required for all projects in the SFHA or other designated floodplains within the jurisdiction of the City of Orange Beach:

(1) Application stage.

Plot plans are to include:

- (a) The Base Flood Elevations (BFEs) where provided as set forth in §42-186 and §42-187;
- (b) Boundary of the Special Flood Hazard Area and floodway(s) as delineated on the FIRM or other flood map as determined in §42-171;
- (c) Flood zone designation of the proposed development area as determined on the FIRM or other flood map as set forth in §42-171;
- (d) Elevation in relation to mean sea level (or highest adjacent grade) of the regulatory lowest floor elevation, including basement, of all proposed structures;
- (e) Within Zones V1-30, VE, and V, the elevation in relation to mean sea level of the bottom of the lowest horizontal structural member of the lowest floor, including basement, of all proposed structures;
- (f) Elevation in relation to mean sea level to which any non-residential structure will be floodproofed;
- (g) Design certification from a professional engineer, who is licensed to practice in the State of Alabama, or a licensed architect, who is registered to practice in the State of Alabama, that any proposed non-residential floodproofed structure will meet the floodproofing criteria of

§42-186(2) and §42-189(2);

- (h) A Foundation Plan, drawn to scale, that shall include details of the proposed foundation system to ensure all provisions of this Ordinance are met. These details include, but are not limited to, the proposed method of elevation (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls) and description of any flood openings required in accordance with §42-186(1) and (3) when solid foundation perimeter walls are used;
- (i) Usage details of any enclosed areas below the lowest floor shall be described;
- (j) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage;
- (k) Description of the extent to which any watercourse will be altered or relocated as a result of a proposed development including current and proposed locations of the watercourse. An engineering report shall be prepared by a professional engineer, who is licensed to practice in the State of Alabama, on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream. The affected properties shall be depicted on a map or on the plot plan;
- (l) Certification of the plot plan by a professional engineer or surveyor, who is licensed to practice in the State of Alabama, is required; and
- (m) In any lot or lots/areas that will be or have been removed from the special flood hazard area utilizing a Letter of Map Revision Based on Fill (LOMR-F), the top of fill elevation must meet the community's freeboard elevation at that location. If the top of fill elevation is below the freeboard elevation, all new structures, additions to existing buildings or substantial improvements must meet the required community freeboard elevation.

(2) Construction stage.

For all new construction and substantial improvements, the permit holder shall provide to the Floodplain Administrator an as-built certification of the regulatory floor elevation or floodproofing level using appropriate FEMA elevation or floodproofing certificate immediately after the lowest floor or floodproofing is completed. In addition:

- (a) When floodproofing is utilized for non-residential structures, said certification shall be prepared by professional engineer, who is licensed to practice in the State of Alabama, or architect, who is registered to practice in the State of Alabama.
- (b) Any work undertaken prior to submission of these certifications shall be at the permit holder's risk.
- (c) The Floodplain Administrator shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed. Failure to submit certification or failure to make the required corrections shall be cause to issue a Notice of Violation and/or Stop-Work Order for the project.
- (d) The Floodplain Administrator shall make periodic inspections of projects during construction throughout the SFHAs within the jurisdiction of the community to ensure that the work is being done according to the provisions of this ordinance and the terms of the permit. Members of the inspections/engineering department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the City of Orange Beach during normal business hours of the community for the purposes of inspection or other enforcement action.

- (e) The Floodplain Administrator may revoke and require the return of the floodplain development permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked.

(3) Finished Construction.

Upon completion of construction, a FEMA elevation certificate (FEMA Form FF-206-FY-22-152 or equivalent), which depicts all finished construction elevations, must be submitted to the Floodplain Administrator prior to issuance of a Certificate of Occupancy.

- (a) If the project includes a floodproofing measure, a FEMA floodproofing certificate must be submitted by the permit holder to the Floodplain Administrator.
- (b) The Floodplain Administrator shall review the certificate(s) and the data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance.
- (c) In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.
- (d) Documentation regarding completion of and compliance with the requirements stated in the permit application and with §42-181(1) of this ordinance shall be provided to the local Floodplain Administrator at the completion of construction or records shall be maintained throughout the Construction Stage by inspectors for the Floodplain Administrator. Failure to provide the required documentation shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.
- (e) All records that pertain to the administration of this ordinance shall be maintained in perpetuity and made available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.

Sec. 42-182. - Duties and responsibilities of the Floodplain Administrator.

The Floodplain Administrator and his/her designated staff is hereby authorized and directed to enforce the provisions of this article. The Floodplain Administrator is further authorized to render interpretations of this article, which are consistent with its spirit and purpose. Duties of the Floodplain Administrator shall include, but shall not be limited to:

- (1) Require permits for all proposed construction or other development in the community, including the placement of manufactured homes, so that it may be determined whether such construction or other development is proposed within flood-prone areas. Ensure the public is aware that floodplain development permits are required for development in SFHAs.
- (2) Conduct regular inspections of the community's SFHAs for any unpermitted development and issue Stop Work Orders and Notice of Violations for any such development. Any unpermitted structure or non-structural development in the SFHA will be considered a violation until such time that the violation has been remedied.
- (3) Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Maintain such permits permanently with floodplain development permit file.

- (4) Review all permit applications of proposed development, to determine whether the proposed construction or other development will be reasonably safe from flooding and to assure compliance with this article.
 - (a) If the provisions of this article have been met, approve the permit.
 - (b) If the provisions of this article have not been met, request that either corrections and accurate completion of the application be made or disapprove the permit.
- (5) When BFE data or floodway data have not been provided in accordance with §42-171 then the Floodplain Administrator shall obtain, review and reasonably utilize any BFE and floodway data available from a Federal, State, or other sources in order to administer the provisions of Division 4.
- (6) Verify and record that all new construction within Zones V1-30, VE, and V on the community's FIRM is located landward of the reach of mean high tide.
- (7) Verify and record the actual elevation of the lowest floor, in relation to mean sea level (or highest adjacent grade), including basement, of all new construction or substantially improved residential structures in accordance with §42-181(2).
 - (a) Review elevation certificates and require incomplete or incorrect certificates to be corrected and resubmitted for approval.
 - (b) A post-construction elevation certificate is required to be kept with the permit and certificate of occupancy in perpetuity; a pre-construction elevation certificate can be used to ensure the correct elevation for the lowest floor and machinery along with the correct number of vents that will be used.
- (8) Verify and record the actual elevation, in relation to mean sea level to which any new or substantially improved non-residential structures have been elevated or floodproofed, in accordance with §42-181, or §42-186(2) and §42-189(2).
- (9) Verify and record that all new construction and substantial improvements within Zones V1-30, VE, and V comply with all applicable provisions contained in §42-190 that address location, foundations, fill, space below the lowest supporting structural member, enclosures, certifications, sand dunes, mangrove stands, manufactured homes, and recreational vehicles.
- (10) When floodproofing is utilized for a non-residential structure, the Floodplain Administrator shall obtain certification of design criteria from a professional engineer, licensed to practice in the State of Alabama, or licensed architect, registered to practice in the State of Alabama, in accordance with §42-181(1) and §42-186(2) or §42-189(2).
- (11) Notify adjacent communities and the Alabama Department of Environmental Management and the appropriate district office of the U.S. Army Corps of Engineers prior to any alteration or relocation of a watercourse. Submit evidence of such notification to FEMA and the NFIP State Coordinator's Office (Alabama Department of Economic and Community Affairs, Office of Water Resources).
- (12) For any altered or relocated watercourse, submit engineering data/analysis within six (6) months after completion of the project to FEMA and State to ensure accuracy of community flood maps through the Letter of Map Revision process. Assure flood carrying capacity of any altered or relocated watercourse is maintained following completion of the project.
- (13) Where interpretation is needed as to the exact location of boundaries of the SFHA (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the Floodplain Administrator shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as

provided in this article.

- (14) All records pertaining to the provisions of this article shall be maintained, in perpetuity, at the office of the Floodplain Administrator and shall be available for public inspection when requested.
- (15) For any improvements made to existing construction located in the SFHA (as established in §42-171) ensure that a permit is obtained. Also, conduct Substantial Improvement (SI) (as defined in §42-205) reviews and analysis of all structural development permit applications. Maintain a record of the SI calculations and comments within the permit files in accordance with §42-182(14).
- (16) For any residential and nonresidential structures located in the SFHAs that are damaged from any source, natural hazard or man-made, conduct Substantial Damage (SD) (as defined in §42-205) assessments.
 - (a) The Floodplain Administrator shall ensure that permits are obtained, in accordance with this article, prior to any repairs commencing.
 - (b) SD determinations shall not be waived to expedite the rebuilding process during a post-disaster recovery or for any other reason.
 - (c) If the community has a large number of buildings in their SFHAs that have been damaged, they should decide in advance how best to handle permitting and inspecting damaged buildings for substantial damage determinations.
 - (d) If required, a moratorium may be placed on all non-disaster related construction permits until the community has sufficiently completed its SD determinations.
 - (e) The SD determinations should be performed immediately after the damage-causing event or other cause of damage.
 - (f) The community shall utilize methods and tools for collecting building data and performing analyses that will provide reasonable and defensible SD determinations. Those tools shall be capable of generating reports for record-keeping purposes and to provide to the applicable property owners if requested.
 - (g) Maintain a record of the SD calculations within permit files in accordance with §42-182(14).
 - (h) If the SD determination finds that the extent that the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred, the Floodplain Administrator shall:
 - (i) A structure qualifies as a repetitively damaged structure (synonymous to repetitive loss property) if it is determined to have been damaged by flooding two or more times within a 10-year period where the cost of repairing the flood damage, on average, equaled or exceeded 25 percent of its market value at the time of each flood event. All of the provisions of §42-182(16) for substantial damages shall apply to any repetitively damaged structure, whether it is covered by NFIP flood insurance or not.

If the structure is located within a SFHA and NFIP flood insurance claims were paid for each of the two flood losses then the structure is eligible for an Increased Cost of Compliance (ICC) claim. The following procedures shall be performed by the community to track repetitive losses and provide documentation necessary for an ICC claim:

- i. Maintain permit records of all reconstruction and repairs for flood damages;
- ii. Record the date of repairs for a particular building so that the repair history can be checked before the next permit is issued;

- iii. Record the flood-related cost to repair the building and the market value of the building before the damage occurred for each flood event; and
 - iv. Issue a letter of Notice of Determination to the owner of the structure.
- (j) Ensure that phased improvements and incremental repairs do not circumvent the SI/SD requirements.
- (k) Ensure that any combinations of elective improvements being made in addition to the necessary repairs to damages are included in making the SI/SD determination.
- (l) An applicant for a permit may appeal a decision, order, or determination that was made by the local official for the following:
 - i. The local official's finding or determination that the proposed work constituting a SI/SD were based on insufficient information, errors, or repair/improvement costs that should be included and/or excluded; or
 - ii. The local official's finding or determination that the proposed work constituting a SI/SD were based on inappropriate valuations of costs for the proposed work, or an inappropriate method to determine the market value of the building.
- (m) It is not appropriate for a permit applicant to seek an appeal who wishes to build in a manner that is contrary to the regulations and codes included in this ordinance. In those cases, the applicant should seek a variance.
- (n) Ensure that any building located in a floodway that constitutes a SI/SD has an engineering analysis performed in accordance with §42-187(2). If that analysis indicates any increase in the BFE, the local official must not allow the proposed work unless the structure is brought into full compliance with this article.
- (17) Coordinate with insurance adjusters prior to permitting any proposed work to bring any flood-damaged structure covered by a standard flood insurance policy into compliance (either substantially damaged structures or repetitive loss structures) to ensure eligibility for ICC funds.
- (18) Right of entry.
 - (a) After the Certificate of Occupancy has been issued for a building and the Floodplain Administrator observes or has reasonable cause to believe that renovations or retrofits have been made to the building, structure, or premises located in a SFHA that appear to be in violation of any provisions of this article, he/she shall have the right to seek entry into that building as described in (b) to (e) below.
 - (b) Whenever it becomes necessary to make an inspection to enforce any of the provisions of this article, the Floodplain Administrator may enter such building, structure or premises at all reasonable times (normal business hours for the community) to inspect the same or perform any duty imposed upon the Floodplain Administrator by this article.
 - (c) If such building or premises are occupied, the Floodplain Administrator shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he/she shall first make a reasonable effort to locate the owner or other persons having charge or control of such building or premises prior to entry.
 - (d) If entry is refused or owner cannot be located, the Floodplain Administrator shall have recourse to every remedy provided by law to secure the right of entry of the building, structure, or premises.
 - (e) When the Floodplain Administrator shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons

having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Floodplain Administrator for the purpose of inspection and examination pursuant to this article.

Sections 42-183 through 42-184 reserved.

DIVISION 4. - PROVISIONS FOR FLOOD HAZARD REDUCTION

Sec. 42-185. - General standards.

In all SFHAs and flood-prone areas regulated by the City of Orange Beach, the following provisions are required for all proposed development including new construction, reconstruction or repairs made to repetitive loss structures, and substantial improvements:

- (1) Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including but, not limited to Section 404 of the Federal Water Pollution Control Act Amendments (1972, 33 U.S.C. 1334) and the Endangered Species Act (1973, 16 U.S.C. 1531-1544). Maintain such permits permanently with floodplain development permit file.
- (2) New construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- (3) New construction and substantial improvements shall be constructed with materials resistant to flood damage below the BFE.
- (4) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.
- (5) New construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (6) Review subdivision proposals and other proposed development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding. If a subdivision proposal or other proposed development is in a SFHA, any such proposals shall be reviewed to assure that:
 - (a) They are consistent with the need to minimize flood damage within the SFHA;
 - (b) All public utilities and facilities, such as sewer, gas, electrical and water systems are located and constructed to minimize or eliminate flood damage;
 - (c) All new and replacement water supply systems are to be designed to minimize or eliminate infiltration of flood waters into the systems;
 - (d) All new and replacement sanitary sewage systems are to be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
 - (e) Onsite waste disposal systems are to be located to avoid impairment to them or contamination from them during flooding; and
 - (f) Adequate drainage is provided to reduce exposure to flood hazards.
- (7) Manufactured homes shall be installed using methods and practices which minimize flood

damage. They must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not to be limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local requirements for resisting wind forces.

- (8) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems.
- (9) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
- (10) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (11) Any alteration, repair, reconstruction or improvement to new construction and substantial improvements which is not compliant with the provisions of this article shall be undertaken only if the non-conformity is not furthered, extended or replaced.
- (12) Proposed new construction and substantial improvements that are partially located in a SFHA shall have the entire structure meet the standards of this article for new construction.
- (13) Where new construction and substantial improvements located in multiple SFHAs or in a SFHA with multiple BFEs, the entire structure shall meet the standards for the most hazardous SFHA and the highest BFE.

Sec. 42-186. – Specific technical standards.

In all Special Flood Hazard Areas designated as A, AE, AH (with engineered or estimated BFE), the following provisions are required:

- (1) Residential and Non-Residential Structures. Where BFE data is available, new construction, reconstruction or repairs made to a repetitive loss structure, and substantial improvement of any structure or manufactured home shall have the lowest floor, including basement, elevated no lower than two (2) foot above the base flood elevation (also referred to as the design flood elevation). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of §42-186(3).
- (2) Non-Residential Structures. New construction, reconstruction or repairs made to a repetitive loss structure, and substantial improvement of any non-residential structure located in AE or AH zones, may be floodproofed (dry) in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to at least two (2) foot above the base flood elevation (herein after referred to as the design flood elevation), with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy.
 - (a) A professional engineer, who is licensed to practice in the State of Alabama, or licensed architect, who is registered to practice in the State of Alabama, shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with the standards in ASCE-24 (for dry floodproofing) or other compatible standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and in §42-182(10).
 - (b) A record of such certificates, which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed, shall be maintained with the official permitting records for the structure and kept in perpetuity.
 - (c) Any non-residential functionally dependent structure (as defined in §42-205) that cannot meet

- the standards stated in §42-186(2)(a) shall require a variance to be issued in accordance with §42-197(3) and §42-198(1).
- (d) Any non-residential structure, or part thereof, made watertight below the DFE shall be floodproofed in accordance with the applicable standards in ASCE 24. All plans and specifications for such floodproofing shall be accompanied by a statement certified by a professional engineer, who is licensed to practice in the State of Alabama, or licensed architect, who is registered to practice in the State of Alabama, which states that the proposed design and methods of construction are in conformance with the above referenced standards. There should be a statement submitted with the permit application and a statement submitted with the as-built floodproofing certificate prior to the issuance of the Certificate of Occupancy.
- (3) Enclosures for Elevated Buildings. All new construction, reconstruction or repairs made to a repetitive loss structure, and substantial improvements of existing structures (residential and non-residential) that include any fully enclosed area below the DFE, located below the lowest floor formed by the foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of flood waters.
- (a) Designs for complying with this requirement must either be certified by a professional engineer, who is licensed to practice in the State of Alabama, or a licensed architect, registered to practice in the State of Alabama, or meet the following minimum criteria:
- i. Provide a minimum of two openings for each enclosed area having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding (if a structure has more than one enclosed area below the DFE, each shall have openings on exterior walls);
 - ii. Openings shall be in at least two walls of each enclosed area (includes areas separated by interior walls);
 - iii. The bottom of all openings shall be no higher than one foot above grade;
 - iv. Openings may be equipped with screens, louvers, valves and other coverings or devices provided that they permit the automatic entry and exit of floodwaters in both directions without impeding or blocking flow and shall be accounted for in determination of the net open area; and
 - v. Openings meeting the requirements of (3)(a)(i)–(iv) that are installed in doors are permitted.
- (b) So as not to violate the “Lowest Floor” criteria of this article, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage, or access to the elevated area.
- (c) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
- (d) All interior walls, ceilings and floors below the DFE shall be unfinished and/or constructed of flood damage-resistant materials. This practice is also referred to as “wet floodproofing”. The definitions for “flood damage-resistant materials” and “wet floodproofing” are included in §42-205.
- (e) Mechanical, electrical, or plumbing devices shall be installed not less than two foot above the DFE. The interior portion of such enclosed area(s) shall be void of utilities except for essential lighting and power, as required, that are watertight or have otherwise been

floodproofed.

- (f) Property owners shall agree, certify, and declare to the following conditions and restrictions placed on the affected property as a condition for granting a permit. A binding agreement, referred to as a Non-conversion Agreement, is required to be executed and recorded with the Deed. It shall obligate the Owner to the following terms and conditions:

- i. That the enclosed area(s) shall remain fully compliant with all parts of §42-187(3) of this article unless otherwise modified to be fully compliant with the applicable sections of the Floodplain Development Ordinance in effect at the time of conversion.
- ii. A duly appointed representative of the City of Orange Beach is authorized to enter the property for the purpose of inspecting the exterior and interior of the enclosed area to verify compliance with the Agreement and Permit.
- iii. The community may take any appropriate legal action to correct any violation pertaining to the Agreement and the subject Permit.

- (4) Standards for manufactured homes and recreational vehicles where base flood elevation data is available.

- (a) Require that all manufactured homes placed or substantially improved:

- i. Outside of a manufactured home park or subdivision;
 - ii. In a new or substantially improved manufactured home park or subdivision;
 - iii. In an expansion to an existing manufactured home park or subdivision; or
 - iv. In an existing manufactured home park or subdivision on which a manufactured home has incurred “substantial damage” as the result of a flood
- be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated two foot or more above the BFE and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.

- (b) Require that all manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are **not** subject to the provisions of Subsection (4)(a) be elevated so that either:

- i. The lowest floor of the manufactured home is two foot or more above the BFE; or
- ii. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above the highest adjacent grade and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.
- iii. Concrete block piers (and other foundation systems) are to be designed in accordance with the Code of Federal Regulations Title 24, Part 3285 and with the specifications in FEMA P-85: Protecting Manufactured Homes from Floods and Other Hazards – A Multi-Hazard Foundation and Installation Guide. The §3285.306 Design procedures for concrete block piers and FEMA P-85 (Table SP-1.1), specify that the maximum allowable pier height (measured from top of grade) for concrete piers to be five (5) feet.
- iv. The chassis and its supporting equipment are to be above the pier or other foundation. The areas below the chassis must be constructed with flood-resistant materials. All utilities and mechanical equipment must be elevated to a minimum of three (3) feet above the highest adjacent grade. Any utility and mechanical components that must be below the BFE must be made watertight to that same elevation to meet the standards in §42-

185(5).

(c) Require that all recreational vehicles placed on sites must either:

- i. Be on the site for fewer than 180 consecutive days;
- ii. Be fully licensed and ready for highway use on its wheels or jacking system;
- iii. Be attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached structures or additions; or
- iv. Must meet all the requirements for "New Construction," including the anchoring and elevation requirements of §42-186(4)(a) and (b).

(5) Standards for manufactured homes where no base flood elevation exists.

- (a) Require that all manufactured homes to be placed within a Zone A area on the FIRM shall be installed using methods and practices which minimize flood damage.
- (b) Manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not to be limited to, use of over-the-top or frame ties to ground anchors.
- (c) The manufactured home chassis must be supported by reinforced piers or other foundation elements of at least equivalent strength such that the bottom of the chassis and its supporting equipment be no less than 36 inches and up to a maximum 60 inches (five feet) above the highest adjacent grade and be securely anchored to an adequately anchored foundation system.
- (d) The areas below the chassis must be constructed with flood-resistant materials. All utilities and mechanical equipment must be elevated to a minimum of 3 feet above the highest adjacent grade. Any utility and mechanical components that must be below the BFE must be made watertight to that same elevation to meet the standards in §42-185(5).

(6) Require, until a regulatory floodway is designated, that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A and AE on Baldwin County's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(7) Accessory and agricultural structures. When an accessory structure meets the requirements outlined below, these structures may be wet-floodproofed and do not have to be elevated to two feet above the BFE as required in §42-186(1).

A permit shall be required prior to construction or installation of any accessory structures and any agricultural structures built below the DFE and the following provisions apply:

- (a) Must be adequately anchored to prevent flotation, collapse, or lateral movement;
- (b) Must be designed with an unfinished interior and constructed with flood damage-resistant materials below the DFE as described in §42-186(3);
- (c) Must have adequate flood openings as described in §42-186(3);
- (d) Must be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
- (e) Must comply with the requirements for development in floodways in accordance with §42-187;

- (f) Must elevate any mechanical and other utility equipment in or servicing the structure to or above the DFE or must be floodproofed in accordance with §42-185;
 - (g) Prohibit storage of any hazardous or toxic materials below the DFE;
 - (h) Permits for small accessory structures may be issued to provide wet floodproofing measures in accordance with the standards described in subsections (i) through (iv) below without requiring a variance. Before issuing permits for small accessory structures, the Floodplain Administrator must verify:
 - i. Use is limited to parking of vehicles or storage;
 - ii. Size is less than or equal to a one-story, two-car garage for all A zones;
 - iii. Structures are a minimal investment and have a low damage potential with respect to the structure and contents;
 - iv. Structures will not be used for human habitation; and
 - v. Structures comply with the wet floodproofing requirements in §42-186 (3).
 - (i) Permits for accessory structures larger than the size allowed for in subsection (7)(h) above, shall require a variance to be granted on a case-by-case basis in accordance with §42-198(3). Variances shall not be granted for entire subdivisions for accessory structures.
 - (j) Permits for new construction of all agricultural structures shall require a variance to be granted on a case-by-case basis in accordance with §42-198(4).
 - (k) Accessory structures in Coastal A and V zone floodplains shall be limited to a maximum of 100 square feet.
- (8) Underground and aboveground storage (liquid and gas) tanks. Tanks and tank inlets, fill openings, outlets, and vents that are located below the DFE shall be designed, constructed, installed, and anchored to resist all flood-related loads (flotation, collapse, or lateral movement resulting from hydrostatic and hydrodynamic forces) and any other loads, including the effects of buoyancy, during flooding up to and including the 100-year flood and without release of contents into floodwaters or infiltration of floodwaters into the tanks.
- (a) A permit that includes floodplain development shall be required prior to construction or installation of any underground and aboveground tanks (including their foundation and support systems) located within a special flood hazard area.
 - (b) Loads on underground tanks and aboveground tanks exposed to flooding shall be determined assuming at least 1.3 times the potential buoyant and other flood forces acting on the empty tank.
 - (c) Tanks and associated piping shall be installed to resist local scour and erosion during the 100-year flood.
 - (d) Aboveground tanks located in Zone A/AE flood hazard areas shall be either:
 - i. Elevated to or above the DFE on platforms or structural fill;
 - ii. Elevated to or above the DFE where attached to structures and the foundation system supporting the structures shall be designed to accommodate any increased loads resulting from the attached tanks;
 - iii. Permitted below the DFE where the tank and its foundation are designed to resist all flood-related loads including floating debris; or
 - iv. Permitted below the DFE where the tank and its foundation are designed to resist flood

loads and are located inside a barrier designed to protect the tank from floating debris.

- (e) Aboveground tanks located in areas designated as Zone V/VE, Coastal A-Zones, and other high risk flood hazard areas (see ASCE 24-14) shall be elevated to or above the DFE on platforms that conform to the foundation requirements of ASCE 24-14, Section 4.5. Aboveground tanks shall not be permitted to be located under elevated structures or attached to structures at elevations below one foot above the DFE in these areas.
- (f) Underground tanks located in areas designated as Zone V/VE, Coastal A-Zones, and other high risk flood hazard areas (see ASCE 24-14) shall have the determination of flood-related loads take into consideration the eroded ground elevation.
- (g) Tank inlets, fill openings, outlets, and vents shall be:
 - i. At or above the DFE or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the 100-year flood; and
 - ii. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the 100-year flood.

(9) Structures and sites for the storage or production of hazardous substances. Require that all outdoor storage sites, new construction, reconstruction or repairs made to a repetitive loss structure, and substantial improvements to be used for the production or storage of hazard substances (as defined in §42-205) which are located in the special flood hazard area shall be built in accordance with all applicable standards in this article in addition to the following requirements:

- (a) No structures containing hazardous substances shall be permitted for construction in a floodway;
- (b) Residential structures shall have the area in which the hazard substances are to be stored elevated or dry floodproofed a minimum of two (2) feet above the BFE;
- (c) Non-residential structures shall be permitted to be built below the BFE in accordance with §42-186(2) such that the area where the hazard substance production or storage is located will be:
 - i. Elevated or designed and constructed to remain completely dry to at least two (2) feet above the BFE; and
 - ii. Designed to prevent pollution from the storage containers, structure, or activity during the course of the base flood.
- (d) Any solid, liquid, or gas storage containers of hazardous substances and any associated mechanical, electrical, and conveyance equipment shall be watertight and shall be properly anchored and protected from the hydrostatic and hydrodynamic forces of flood waters and debris carried by the base flood.

It is prohibited for any outdoor storage sites, new construction and substantial improvements used for the production or storage of hazard substances (as defined in §42-205) to be located within the SFHA.

- (10) Construction of fences. New and replacement fences may be allowed in flood hazard areas if they do not act as a flow boundary and redirect the direction of flow, collect flood debris and cause blockages, cause localized increases in flood levels, or if damaged, become debris that may cause damage to other structures.
- (11) Structures elevated on fill. Fill for structures shall be designed to be stable under conditions of flooding, including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and

flood-related erosion and scour. The standards from ASCE 24 should be followed for any fill placed in flood hazard areas. All new construction for residential or non-residential structures may be constructed on permanent structural fill in accordance with the following:

- (a) The lowest floor (including basement) of the structure or addition along with any appurtenant utilities shall be no lower than one foot above the BFE.
- (b) The nearest wall foundation of the structure shall have a minimum setback distance of 25 feet from the edge of the floodplain boundary.
- (c) Fill used for structural support or protection shall consist of granular and earthen material that is free of vegetation and foreign or organic materials and suitable for its intended use.
- (d) The fill shall be placed in layers no greater than one foot deep before compacting and should extend at least ten (10) feet beyond the foundation of the structure before sloping below the BFE, said slope being no greater than a 1:1.5 (vertical/horizontal) ratio unless a stability analysis is provided by a registered professional engineer. However, the ten-foot minimum may be waived if a structural engineer certifies an alternative method to protect the structure from damage due to erosion, scour, and other hydrodynamic forces.
- (e) All new structures built on fill must be constructed on properly designed and compacted fill (ASTM D-698 or equivalent) that extends beyond the building walls before dropping below the BFE.
- (f) The top of the fill shall be no lower than one foot above the BFE.
- (g) The fill shall not adversely affect the flow or surface drainage from or onto any neighboring properties.
- (h) Structural fill, including side slopes, shall be protected from scour and erosion under flood conditions up to and including the base flood discharge. When expected velocities during the occurrence of the base flood are greater than five feet per second, armoring with stone or rock protection shall be provided. When expected velocities during the base flood are five feet per second or less, protection shall be provided by covering them with vegetative ground cover.
- (i) The design of the fill or the fill standard must be approved by a licensed professional engineer.
- (j) The applicant shall submit a Letter of Map Revision based on fill (LOMR-F) utilizing FEMA's MT-1 application forms to FEMA requesting a revision to the FIRM for the placement of fill.
- (k) This standard is not applicable for placement of fill in a floodway; fill in a floodway is prohibited.

Sec. 42-187. – Floodways.

Located within Special Flood Hazard Areas established in §42-171 are areas designated as floodway. A floodway may be an extremely hazardous area due to velocity floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

- (1) The community shall select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood, without increasing the water surface elevation of that flood more than one foot at any point;
- (2) Encroachments, including fill, new construction, placement of manufactured homes substantial improvements, and other development, are prohibited within the adopted regulatory floodway unless it is demonstrated through hydrologic and hydraulic analyses performed in accordance

with standard engineering practice that the proposed encroachment would not result in any increase in DFEs during the occurrence of the base flood discharge. A registered professional engineer must provide supporting technical data and certification (No-Rise Certificate) to FEMA for the proposed floodway encroachment. The No-Rise Certificate must be submitted to the Floodplain Administrator with the development permit (including a Site Plan showing the current and proposed floodway alignment) for approval;

- (3) ONLY if §42-187(1) and (2) are satisfied, then any new construction or substantial improvement in a floodway shall comply with all other applicable flood hazard reduction provisions of Division 4. After satisfying the required provisions stated in this section, encroachments in floodways should be limited to the following types of projects:

- (a) Flood control and stormwater management structures;
- (b) Road improvements and repairs;
- (c) Utility easements/rights-of-way; and
- (d) Public improvements or public structures for bridging over the floodway.

- (4) Fencing shall be prohibited in floodways unless it is demonstrated that such development will not cause any increase in the BFE. Appropriate analysis and documentation shall be submitted along with the development permit for review and approval. Fences that have the potential to block or restrict the passage of floodwaters (by trapping debris or with openings too small to allow unhindered passage of water), such as stockade and wire mesh fences, shall meet the requirements of §42-187(2).

Sec. 42-188. – Building standards for streams without established base flood elevations (Approximate A-zones).

Located within the SFHAs established in §42-171, where streams exist but no base flood data have been provided (Approximate A-Zones), the following provisions apply:

- (1) BFE data shall be provided for new subdivision proposals and other proposed development (including manufactured home parks and subdivisions) greater than fifty (50) lots or five (5) acres, whichever is the lesser.
- (2) When BFE data or floodway data have not been provided in accordance with §42-171 then the Floodplain Administrator shall obtain, review, and reasonably utilize any scientific or historic BFE and floodway data available from a Federal, State, or other source, in order to administer the provisions of Article 4. ONLY if data are not available from these sources, then §42-188(4) and (5) shall apply.
- (3) All development in Zone A must meet the requirements of §42-185 and §42-186(1)–(3), (5)–(11).
- (4) In SFHAs without BFE data, new construction and substantial improvements of existing structures shall have the lowest floor (for the lowest enclosed area; including basement) elevated no less than five (5) feet above the highest adjacent grade. As the requirements set forth in §42-186(1) and (2) stipulate the lowest floor to be elevated no less than one foot above the BFE, then the structure for this condition shall be elevated no less than six (6) feet above the highest adjacent grade.
- (5) In the absence of a BFE, a manufactured home must also meet the elevation requirements of §42-186(4)(b)(ii)–(iv) in that the structure cannot be elevated above a maximum of 60 inches (5 feet) and all utilities and mechanical equipment must be elevated a minimum of three (3) feet above the highest adjacent grade.
- (6) Enclosures for elevated buildings in Zone A areas shall comply with the standards of §42-

186(3)(a). The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

Sec. 42-189. – Standards for areas of shallow flooding (AO Zones).

Special flood hazard areas established in §42-171 may include designated “AO” shallow flooding areas. These areas have base flood depths of one to three feet (1'-3') above ground, with no clearly defined channel. The following provisions apply:

- (1) All new construction and substantial improvements of residential and nonresidential structures shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM) plus two feet of freeboard. If no depth number is specified, the lowest floor (including basement) shall be elevated at least five (5) feet above the highest adjacent grade. Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of §42-186(3).

The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

- (2) New construction and the substantial improvement of a non-residential structure may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to the specified flood level in §42-189(1) or three (3) feet (if no depth number is specified), above highest adjacent grade, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. As the requirements set forth in §42-186(1) and (2) stipulate the lowest floor to be elevated no less than two feet about the BFE, then the structure for this condition shall be elevated no less than six (6) feet about the highest adjacent grade.

A professional engineer, who is licensed to practice in the State of Alabama, or licensed architect, who is registered in the State of Alabama, shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above and shall provide such certification to the official as set forth above and as required in §42-181(1) and (2).

- (3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

Sec. 42-190. – Standards for coastal high hazard areas (V-Zones and Coastal A-Zones).

Located within the areas of special flood hazard established in §42-171 are areas designated as Coastal High Hazard areas (V-Zones and Coastal A-Zones). These areas have special flood hazards associated with wave action and storm surge; therefore, the following provisions shall apply, in addition to the standards of Division 4:

- (1) All new construction and substantial improvements of existing structures shall be located landward of the reach of the mean high tide.
- (2) All new construction and substantial improvements of existing structures shall be elevated on piles, columns, or shear walls parallel to the flow of water so that:
 - (a) The bottom of the lowest supporting horizontal structural member (excluding pilings or columns) is located no lower than three feet above the base flood elevation or to the flood protection level; whichever is higher. All space below the lowest supporting member shall remain free of obstruction.
 - (b) Open lattice work, non-supporting breakaway walls, or decorative screening may be

- permitted for aesthetic purposes only and built in accordance with §42-190(5) below.
- (c) All pile and column foundations and the structures attached thereto shall be anchored to resist flotation, collapse, and lateral movement due to the combined effects of wind and water loads acting simultaneously on ALL building components, both non-structural and structural. Water and wind loading values shall be in accordance with the most current edition of the State Building Code and any applicable local building standards.
- (3) All new construction and substantial improvements of existing structures shall be securely anchored on pilings, columns, or shear walls.
 - (4) A professional engineer, who is licensed to practice in the State of Alabama, or licensed architect, who is registered in the State of Alabama shall develop or review the structural design, specifications and plans for construction and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions contained in §42-190(2), (3), and (4) herein.
 - (5) For all new construction and substantial improvements in Zones V1-30, VE, V, and Coastal A Zones, the space below the lowest horizontal-supporting member must be free of obstruction or constructed with non-supporting breakaway walls, open wood or vinyl latticework, or insect screening which must be designed to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. The following design specifications are required:
 - (a) No solid or supporting walls shall be allowed; and
 - (b) Material shall consist of lattice or mesh screening only.
 - (c) If aesthetic lattice work, non-supporting breakaway walls, or screening is utilized, any enclosed space shall not be used for human habitation but, shall be designed to be used only for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises.
 - (d) For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local codes) may be permitted only if a professional engineer, who is licensed to practice in the State of Alabama, or licensed architect, who is registered in the State of Alabama certifies that the designs proposed meet the following conditions:
 - i. Breakaway wall collapse shall result from water load less than that which would occur during the base flood; and
 - ii. The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). Water loading values used shall be those associated with the base flood. Wind loading values used shall be those requirements by applicable state or local building codes.
 - (6) Enclosures below elevated buildings shall be useable solely for storage, parking of vehicles, or building access. Such space will not be used for human habitation and not finished or partitioned into separate rooms.
 - (7) Above grade (hanging) enclosures shall have flood openings in accordance with §42-186(3) and be constructed with flood damage-resistant material below the flood protection elevation. One or more floor grates or drains shall be installed in the enclosure floor to allow water to have

unimpeded ingress into and egress from the enclosure to reduce damages from buoyancy loads and from added weight.

- (8) Prior to construction, plans for any structure using lattice, breakaway walls, or decorative screening must be submitted to the Floodplain Administrator for approval.
- (9) Any alteration, repair, reconstruction or improvement to any structure shall not enclose the space below the lowest floor except with lattice-work, breakaway walls, or decorative screening, as provided in this section.
- (10) In Coastal AE Zones, property owners shall be required to execute an elevation certificate with an affidavit acknowledging that all flood openings in breakaway walls will be maintained as flood vents, and that the elimination or alteration of the openings in any way will violate the requirements of §42-186(3). Periodic inspections will be conducted by the Floodplain Administrator to ensure compliance.
- (11) Property owners shall be required to execute and record with the structure's deed a non-conversion agreement declaring that the area below the lowest floor of the structure or the detached accessory building shall not be improved, finished or otherwise converted; the community will have the right to inspect the enclosed area as described in §42-186(3)(g).
- (12) Obtain the elevation (in relation to mean sea level) of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures in Zones V1-30, VE, V, and Coastal A-Zones. The Floodplain Administrator shall maintain a record of all such information.
- (13) Prohibit the use of fill for structural support of buildings or structures and from being placed or used under the buildings or structures except for minor site grading for drainage purposes. Nonstructural fill may be used on coastal building sites for minor landscaping and site grading for drainage purposes to the extent that the fill does not interfere with the free passage of floodwaters and debris underneath buildings or cause changes in flow direction during coastal storms. Changes to site grades, other than those prescribed above, must be avoided as they can cause damage to buildings on the site or to adjacent buildings.

The Floodplain Administrator shall approve design plans for landscaping/ aesthetic fill only after the applicant has provided an analysis by an engineer, architect, and/or soil scientist, which demonstrates that the following factors have been fully considered:

- (a) Particle composition of fill material does not have a tendency for excessive natural compaction;
 - (b) Volume and distribution of fill will not cause wave deflection to adjacent properties; and
 - (c) Slope of fill will not cause wave run-up or ramping.
- (14) Fill placed in coastal zones should be similar (compatible) to the natural soils in the area and not contain large rocks or debris, organic materials, or clay. Minor site grading is to be limited to the addition of one to two feet of coastal zone compatible soils. If additional fill (greater than two feet) or non-compatible soils are to be added to the site, certification by a professional engineer or architect shall be submitted along with design calculations demonstrating that no adverse impacts will result to the building. (For guidance, see FEMA Technical Bulletin #5 "Free of Obstruction Requirements.")
 - (15) Prohibit man-made alteration of sand dunes and mangrove stands which would increase potential flood damage.
 - (16) Prohibit the placement of manufactured homes (mobile homes), except in an existing manufactured homes park or subdivision. A replacement manufactured home may be placed on

a lot in an existing manufactured home park or subdivision provided the anchoring and elevation standards of §42-186(4) are met. All standards from §42-190(1)–(15) must also be met.

- (17) A recreational vehicle placed on a site in a VE Zone or Coastal A-Zone must meet all the applicable requirements for “new construction” in §42-185 and §42-186 including the elevation and anchoring requirements for manufactured homes, unless it is either:

- (a) On the site for fewer than 180 consecutive days; or
- (b) Fully licensed and ready for highway use. “Ready for highway use” means that it is on its wheels or jacking system, has a valid state license tag, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions.

If a recreational vehicle does not meet the criteria of §42-190(17)(a) and (b), then it must meet the requirements in §42-190(1)–(16) along with all other provisions for development in this article.

Sec. 42-191. - Standards for subdivisions and other development.

All subdivision proposals and other proposed development (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, shall include within the drawings, plans, and permits for such proposals the following:

- (1) BFE data;
- (2) Provisions to minimize flood damage;
- (3) Public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- (4) Adequate drainage provided to reduce exposure to flood hazards without negatively impacting adjacent properties;
- (5) Preliminary plans for review and approval of the platted subdivision which identifies the Special Flood Hazard Area, floodway boundaries, the BFE, and other areas regulated by the community; and
- (6) Final subdivision plats that identify the boundary of the special flood hazard area, the floodway boundary, the BFEs, and any drainage easements to reduce the risk for flash flooding.

Sec. 42-192. - Critical facilities.

Construction of new and substantially improved critical facilities, which are those for which the effects of even a slight chance of flooding would be too great, shall be located outside the limits of the SFHA or other flood hazard area regulated by the community. These types of facilities (hospitals, fire stations, police stations, storage of critical records, etc.) are given special consideration when formulating regulatory alternatives and floodplain management plans. Construction of new critical facilities (including the modification of an existing structure not previously classified as a critical facility) shall be permissible within the SFHA or other area regulated by the community only if no feasible alternative site is available and access to the facilities remains available during a 0.2 percent chance flood (a.k.a., 500-year flood).

- (1) Critical facilities constructed within the SFHAs shall have the lowest floor elevated three feet above the BFE at the site (or to the 0.2 percent chance flood elevation whichever is greater).
- (2) Floodproofing and sealing measures must be implemented to ensure that any and all on-site toxic substances will not be displaced by or released into floodwaters.
- (3) Multiple access routes, elevated to or above the 0.2 percent flood elevation, shall be provided to

all critical facilities to the maximum extent possible.

(4) Critical facilities must be protected to or above the 0.2 percent chance flood and must remain operable during such an event.

(a) The community's flood response plan must list critical facilities.

(b) Other facilities in low-risk flood zones that may also be needed to support flood response efforts must be included on the critical facility list.

(5) The "use" classification of any structure shall not be changed to that of a critical facility, where such a change in use will render the new critical facility out of conformance with this section.

Sections 42-193 through 42-194 reserved

DIVISION 5. - VARIANCE PROCEDURES

Sec. 42-195. - Designation of variance and appeals board.

The Floodplain Development Ordinance Board of Adjustment (FDO Board) is hereby established by the Council of the City of Orange Beach to hear and decide requests for appeals or variances from the requirements of this Ordinance. The FDO Board shall be comprised of the Mayor and full Council of the City of Orange Beach.

Sec. 42-196. - Duties of board.

The FDO Board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this article. Any person aggrieved by the decision of the FDO Board may appeal such decision to the Circuit Court of Baldwin County, as provided by Alabama Code.

Sec. 42-197. - Conditions for variances.

The provisions of this article are minimum standards for flood loss reduction, therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(1) A variance may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size, contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the procedures of §42-197(3) and (4), and §42-200(1) and (2).

(2) In the instance of a Historic Structure, a determination is required that the variance is the minimum necessary so as not to destroy the historic character and design of the building.

(3) A variance shall be issued ONLY when there is:

(a) A finding of good and sufficient cause;

(b) A determination that failure to grant the variance would result in exceptional hardship (cannot be personal physical or financial hardship); and

(c) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(4) A variance shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(5) Variances shall not be issued "after the fact."

Sec. 42-198. - Variance procedures.

In reviewing requests for variance, the Floodplain Development Ordinance Board (FDO Board) shall consider all technical evaluations, relevant factors, and standards specified in other sections of this article, and:

- (1) Certain facilities and structures must be located on or adjacent to water in order to perform their intended purpose which may result in practical and operational difficulties due to the physical characteristics of the property. Variances may be issued for development necessary for conducting of a functionally dependent use, provided the criteria of this article are met, no reasonable alternative exists, the development is protected by methods that minimize flood damage during the base flood, and it creates no additional threats to public safety.
- (2) Variances shall not be issued within any designated floodway if ANY increase in flood levels during the base flood discharge would result.
- (3) Variances may be issued for the construction or substantial improvement of accessory structures provided it has been determined that the proposed structure:
 - (a) Represents minimal investment and has low damage potential (amount of physical damage, contents damage, and loss of function);
 - (b) Is larger than the size limits specified in §42-186(7)(i); and
 - (c) Complies with the wet floodproofing construction requirements of §42-186(3).
- (4) Variances may be issued for the construction or substantial improvement of agricultural structures provided it has been determined that the proposed structure:
 - (a) Is used exclusively in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, or storage of tools or equipment used in connection with these purposes or uses, and will be restricted to such exclusive uses;
 - (b) Has low damage potential (amount of physical damage, contents damage, and loss of function);
 - (c) Does not increase risks and pose a danger to public health, safety, and welfare if flooded and contents are released, including but not limited to the effects of flooding on manure storage, livestock confinement operations, liquefied natural gas terminals, and production and storage of highly volatile, toxic, or water-reactive materials;
 - (d) Is an aquaculture structure that is dependent on proximity to water if located in a coastal high-hazard area (Zones V, VE, V1 30, and VO);
 - (e) Complies with the wet floodproofing construction requirements of §42-186(3).
- (5) The evaluation must be based on the characteristics unique to that property and not be shared by adjacent parcels. The characteristics must pertain to the land itself, not to the structure, its inhabitants, or its owners.
- (6) Variances should never be granted for multiple lots, phases of subdivisions, or entire subdivisions.
- (7) Careful consideration and evaluation should be given to the following factors:
 - (a) The danger of life and property due to flooding or erosion damage including materials that may be swept onto other lands to the injury of others;
 - (b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and the community;
 - (c) The safety of access to the property during flood conditions for daily traffic and emergency

vehicles;

- (d) The importance of the services provided by the proposed facility to the community;
- (e) The necessity of the facility to be at a waterfront location, where applicable;
- (f) The compatibility of the proposed use with existing and anticipated development based on the community's comprehensive plan for that area;
- (g) If applicable, the expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action expected at the site; and
- (h) The costs associated with providing governmental services to the development during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and community infrastructure such as streets, bridges, and culverts.

Upon consideration of factors listed above, and the purpose of this article, the Floodplain Development Ordinance Board (FDO Board) may attach such conditions to the granting of variances as it deems necessary to further the purposes of this article.

Sec. 42-199. - Variances for historic structures.

Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum to preserve the historic character and design of the structure.

Sec. 42-200. - Variance notification and records..

- (1) Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that specifies the difference between the BFE and the elevation of the proposed lowest floor and stating that the issuance of such a variance could:
 - (a) result in flood insurance rate increases in the hundreds and possibly thousands of dollars annually depending on structure and site-specific conditions; and
 - (b) increase the risk to life and property resulting from construction below the base flood level.
- (2) The Floodplain Administrator shall maintain a record of all variance actions and appeal actions, including justification for their issuance. Report any variances to the Federal Emergency Management Agency Region 4 and the Alabama Department of Economic and Community Affairs/Office of Water Resources upon request.
- (3) A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the City Clerk and shall be recorded in a manner so that it appears in the chain of title (i.e., deed) of the affected parcel of land.

Sections 42-201 through 42-204 reserved

DIVISION 6. - DEFINITIONS

Sec. 42-205. - Definitions.

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this article its most reasonable application.

A Zone means the special flood hazard areas on a FIRM without base flood elevations determined.

Accessory structure (also referred to as appurtenant structures) means a structure which is located on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. Detached garages and small sheds used for limited storage are considered accessory structures. Other examples of accessory structures include gazebos, picnic pavilions, boathouses, small pole barns, storage sheds, and similar buildings. An accessory structure specifically excludes structures used for human habitation.

Addition (to an existing building) means any improvement that increases the square footage of a structure. These include lateral additions added to the front, side, or rear of a structure, vertical additions added on top of a structure, and enclosures added underneath a structure. NFIP regulations for new construction apply to any addition that is considered a substantial improvement to a structure.

Administrator means the Administrator of the Federal Emergency Management Agency (FEMA).

AE Zone means the special flood hazard areas on a FIRM with base flood elevations determined.

Agricultural structure means a walled and roofed structure used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, including aquatic organisms. Aquaculture structures are included within this definition. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

AH Zone means area of special food hazards on a FIRM having shallow water depths and/or unpredictable flow paths between one (1) and three (3) feet, and with water surface elevations determined.

AO Zone means an area of special flood hazards on a FIRM having shallow water depths and/or unpredictable flow paths between one (1) and three (3) feet.

Appeal means a request for a review of the Floodplain Development Ordinance Board interpretation of any provision of this article.

Appurtenant structure (see definition for “accessory structure”)

AR/AE, AR/AH, AR/AO, and AR/A Zones means an area of special flood hazard on a FIRM that results from the decertification of a previously accredited flood protection system that is determined to be in the process of being restored to provide base flood protection.

A99 Zone means an area of special flood hazard on a FIRM where enough progress has been made on a protective system, such as dikes, dams, and levees, to consider it complete for insurance rating purposes.

Area of future-conditions flood hazard means the land area that would be inundated by the 1-percent-annual-chance (100-year) flood based on future-conditions hydrology.

Area of shallow flooding means a designated AO, AH, AR/AO, AR/AH or VO zone on a community's FIRM with a 1 percent or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard (see definition for "special flood hazard area")

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year (also referred to as the “one percent chance flood”).

Base flood elevation (BFE) means the elevation of surface water resulting from a flood that has a 1% chance of equaling or exceeding that level in any given year. The BFE is shown on the FIRM

for zones AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1– A30, AR/AH, AR/AO, V1–V30 and VE. It is the regulatory requirement for the elevation of flood proofing of structures. The relationship between the BFE and a structure's elevation determines the flood insurance premium.

Basement means any portion of a building having its floor sub grade (below ground level) on all sides.

Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Building (also see "structure") means a structure with two or more outside rigid walls and a fully secured roof that is affixed to a permanent site; a manufactured home or a mobile home without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws. "Building" does not mean a gas or liquid storage tank or a recreational vehicle, park trailer or other similar vehicle.

Coastal A Zone means the area landward of a V Zone, or landward of an open coast without mapped V Zones. In a Coastal A Zone, the principal source of flooding will be astronomical tides, storm surges, seiches or tsunamis, not riverine flooding. During base flood conditions, the potential for breaking wave heights between 1.5 feet and 3.0 feet will exist.

Coastal Barrier Resources System means the system of protected coastal areas that includes ocean-front land, the Great Lakes and Other Protected Areas (OPAs). Coastal barriers serve as important buffers between coastal storms and inland areas, often protecting properties on land from serious flood damage. Also, coastal barriers provide a protective habitat for aquatic plants and animals. The Coastal Barrier Resources Act (CBRA) of 1982 restricted development on the CBRS, in an effort to protect the barrier system and prevent future flood damage. If you live in a CBRS area, you are eligible for federally regulated flood insurance only if your property was built before 1982 and your community participates in the NFIP.

Coastal high hazard area means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources.

Community means any State or area or political subdivision thereof, or any Native American tribe or authorized tribal organization, or authorized native organization, which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

Community rating system (CRS) means a voluntary program developed by the Federal Insurance Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

Condominium building means a type of building in the form of ownership in which each unit owner has an undivided interest in common elements of the building.

Critical facility (also referenced as "critical action") means facilities or activities for which even a slight chance of flooding is too great a threat. Typical critical facilities include hospitals, fire stations, police stations, storage of critical records, and similar facilities. These facilities should be given special consideration when formulating regulatory alternatives and floodplain management plans. A critical facility should not be located in a floodplain if at all possible.

Cumulative substantial improvement/damage means any combination of reconstruction, alteration, or improvement to a building, taking place during a 10-year period, in which the cumulative percentage of improvement equals or exceeds 50 percent of the current market value of the structure before the "start of construction" of the initial improvement. Any subsequent

improvement project costs shall be added to the initial costs for the initial improvement project. At the end of a 10-year period from the initial improvement project, an updated valuation for the structure can be used for the next time period. Damages can be from any source.

Design flood elevation (DFE) means the locally adopted regulatory flood elevation. It is the minimum elevation to which a structure must be elevated or floodproofed. DFE is the sum of the base flood elevation and freeboard, based a building's structural category. In areas designated as Zone AO on a community's flood map, the DFE is the elevation of the highest existing grade of a building's perimeter plus the depth number specified on the flood hazard map. In areas designated as Zone AO where a depth is not specified on the map, the depth is two feet. In all cases, the DFE must be at least as high as the base flood elevation.

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials.

Elevated building means, for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, pilings, posts, columns, piers, or shear walls.

Elevation certificate means a FEMA form used as an administrative tool of the NFIP to provide building elevation information necessary to ensure compliance with community floodplain management ordinances, to inform the proper insurance premium, and to support a request for a LOMA, CLOMA, LOMR-F, or CLOMR-F.

Encroachment means activities or construction within the floodway including fill, new construction, substantial improvements, and other development.

Existing construction means, for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 12, 1973, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed before the effective date of the original floodplain management regulations adopted by the community.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

Fair market value means the price that the seller is willing to accept and the buyer is to pay on the open market and in an arm's length transaction.

Flood or flooding means:

- (a) A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - i. The overflow of inland or tidal waters;
 - ii. The unusual and rapid accumulation or runoff of surface waters from any source; or
 - iii. Mudslides which are proximately caused by flooding as described in paragraph "b" of this definition and are akin to a river of liquid and flowing mud on the surfaces of

normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

- (b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually highwater level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph “a” of this definition.

Flood damage-resistant material means any building product capable of withstanding direct and prolonged contact with floodwaters without sustaining significant damage. Prolonged contact is defined as at least 72 hours. Significant damage is any damage requiring more than low-cost cosmetic repair (such as painting).

Flood elevation determination means a determination by the Federal Insurance Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

Flood elevation study means an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood insurance rate map (FIRM) means an official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

Flood insurance study (see definition for "flood elevation study ")

Floodplain or flood-prone area means any land area susceptible to being inundated by water from any source (see definition for “flooding”).

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

Floodplain management regulations means this article and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as those for floodplain management, stormwater management, watershed management, grading/ earthwork, and erosion control), and other applications of police power. This term describes state or local regulations in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Floodproofing means any combination of structural and nonstructural additions, changes or adjustments to structures, which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitation facilities, structures, and their contents.

Flood protection system means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a “special flood hazard” and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Flood-related erosion means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding

anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding.

Flood-related erosion area or *flood-related erosion prone area* means a land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high water levels or wind-driven currents, is likely to suffer flood-related erosion damage.

Floodway (see definition for “regulatory floodway”)

Floodway fringe or *flood fringe* means the portion of the Special Flood Hazard Area outside of the floodway, which experiences shallower, lower-velocity floodwater than in the floodway. It serves as a temporary floodwater storage area during a flood.

Floodway encroachment lines means the lines marking the limits of floodways on Federal, State and local flood plain maps.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Future-conditions flood hazard area or *future-conditions floodplain* (see definition for “area of future-conditions flood hazard”)

Future-conditions hydrology means the flood discharges associated with projected land-use conditions based on a community's zoning maps and/or comprehensive land-use plans and without consideration of projected future construction of flood detention structures or projected future hydraulic modifications within a stream or other waterway, such as bridge and culvert construction, fill, and excavation.

Hazardous substance/material means any substance or material that, when involved in an accident and released in sufficient quantities, poses a risk to people’s health, safety, and/or property. These substances and materials include explosives, radioactive materials, flammable liquids or solids, combustible liquids or solids, poisons, oxidizers, toxins, and corrosive materials. It includes any substance defined as a hazardous substance pursuant to 42 U.S.C. §9601(14) or listed as a hazardous waste pursuant to the Hazardous Wastes Management Act, Section 22-30-1 et seq. and the regulations promulgated thereunder.

Highest adjacent grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

Historic structure means any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

- (c) Individually listed on a state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (d) Individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
 - i. By an approved state program as determined by the Secretary of the Interior, or
 - ii. Directly by the Secretary of the Interior in states without approved programs.

Increased cost of compliance (ICC) means a claim under a standard NFIP flood insurance policy, available to flood insurance policyholders who need additional funding to rebuild after a flood. It provides up to \$30,000 to help cover the increased cost of mitigation measures to bring a building into compliance with the latest state or local floodplain management ordinances. Acceptable mitigation measures are elevation, floodproofing, relocation, and demolition, or any combination of these measures.

Letter of map change (LOMC) is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMCs are broken down into the following categories:

- (a) *Letter of map amendment (LOMA)* means an amendment based on technical data showing that a property was incorrectly included in a designated SFHA, was not elevated by fill (only by a natural grade elevation), and will not be inundated by the one percent chance flood. A LOMA amends the current effective FIRM and establishes that a specific property is not located in a SFHA.
- (b) *Letter of map revision (LOMR)* means a revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the BFE and is, therefore, excluded from the SFHA.
- (c) *Conditional letter of map revision (CLOMR)* means a formal review and comment by FEMA as to whether a proposed project complies with the minimum NFIP floodplain management criteria. A CLOMR does not revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

Levee means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest adjacent grade means the lowest elevation of the natural or regraded ground surface, or structural fill (or concrete slab or pavement), at the location of a structure.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of other provisions of this article. This definition applies even when the floor below ground level is not enclosed by full-height walls.

Manufactured home means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term “manufactured home” does not include a “recreational vehicle.”

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value (see definition for “fair market value”)

Mean sea level means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

Mixed-use building means a building that has both residential and non-residential uses.

National flood insurance program (NFIP) is a federal program created by the United States Congress in 1968 to identify flood-prone areas nationwide and make flood insurance available for properties in participating communities. Communities must enact and enforce floodplain management regulations that meet or exceed the criteria established by FEMA in order to participate in the program. This program requires properties within the floodplain with a federally backed or regulated mortgage, or those that receive federal housing subsidies, to buy flood insurance.

National geodetic vertical datum (NGVD) of 1929 a national standard reference datum for elevations, formerly referred to as Mean Sea Level (MSL) of 1929. NGVD 1929 may be used as the reference datum on some Flood Insurance Rate Maps (FIRMs).

New construction means, for the purposes of determining insurance rates, structures for which the “start of construction” commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, new construction means structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

An existing building is considered to be new construction if it is substantially improved or once it has been repaired after being substantially damaged/improved.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after January 12, 1973.

Non-residential building means a commercial or mixed-use building where the primary use is commercial or non-habitational.

Non-residential property means either a non-residential building, the contents within a non-residential building, or both.

North American Vertical Datum (NAVD) of 1988 means the vertical control datum established for vertical control surveying in the United States of America based upon the General Adjustment of the North American Datum of 1988. It replaces the National Geodetic Vertical Datum (NGVD) of 1929. Used by FEMA in many recent Flood Insurance Studies as the basis for measuring flood, ground, and structural elevations.

Obstruction means, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channel construction, bridge, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any

watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

Post-FIRM means, for floodplain management purposes, a post-FIRM building is one for which construction began after the effective date of a community's NFIP-compliant floodplain management ordinance. For the purpose of determining flood insurance rates under the NFIP, a post-FIRM building is a building for which construction began on or after the effective date of an initial Flood Insurance Rate Map or after December 31, 1974, whichever is later, including any subsequent improvements to such structures.

Pre-FIRM means, for floodplain management purposes, a building for which the start of construction occurred before the effective date of the community's NFIP-compliant floodplain management ordinance. For the purpose of determining flood insurance rates under the NFIP, a pre-FIRM building is a building for which construction began prior to the effective date of an initial Flood Insurance Rate Map or on or before December 31, 1974, whichever is later.

Primary frontal dune means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

Recreational vehicle means a vehicle which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck; and
- (d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regular program means the program authorized by the Act under which risk premium rates are required for the first half of available coverage (also known as "first layer" coverage) for all new construction and substantial improvements started on or after the effective date of the FIRM, or after December 31, 1974, for FIRMs effective on or before that date. All buildings, the construction of which started before the effective date of the FIRM, or before January 1, 1975, for FIRMs effective before that date, are eligible for first layer coverage at either subsidized rates or risk premium rates, whichever are lower. Regardless of date of construction, risk premium rates are always required for the second layer coverage and such coverage is offered only after the Administrator has completed a risk study for the community.

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Remedy a violation means to bring the structures or other development into full or partial compliance with State or local regulations or, if this is not possible, to reduce the impacts of its non-compliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provision of the ordinance or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

Repetitive loss agricultural structure means an agricultural structure covered by a NFIP contract for flood insurance that has incurred flood-related damage on two (2) separate occasions in which

the cost of repair, on the average, equaled or exceeded 25 percent of the value of the structure at the time of each such flood event.

Repetitive loss property means any NFIP-insured single family or multi-family residential building for which two or more claims of more than \$1,000 were paid by the NFIP within any rolling 10-year period, since 1978. A repetitive loss property may or may not be currently insured by the NFIP.

Residential building means a non-commercial building designed for habitation by one or more families or a mixed-use building that qualifies as a single-family, two-to-four family, or other residential building.

Residential property means either a residential building or the contents within a residential building, or both.

Riverine means floodplain relating to, formed by, or resembling a river (including tributaries), stream, brook, etc. Riverine floodplains have readily identifiable channels.

Sand dunes means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Section 1316 means Section 1316 of the National Flood Insurance Act of 1968, as amended, which provides for the denial of flood insurance coverage for any property which the Administrator finds has been declared by a duly constituted State or local authority to be in violation of State or local floodplain management regulations. Once a duly constituted State or local authority declares a structure as being in violation, the Administrator must deny flood insurance coverage provided that the individual or office making the declaration has the authority to do so and that the law or regulations violated was, in fact, intended to discourage or otherwise restrict land development or occupancy in the flood-prone area.

Section 1316 was intended for use primarily as a backup for local enforcement actions (i.e., if a community could not force compliance through the enforcement mechanisms in its regulations, it could use Section 1316 as additional leverage) and was not intended merely as a mechanism to remove bad risks from the policy base. Section 1316 will only be implemented in instances where States or communities submit declarations specifically for that purpose.

Severe repetitive loss structure means a single family property (consisting of 1 to 4 residences) that is covered under flood insurance by the NFIP and has incurred flood-related damage for which four or more separate claims payments have been paid under flood insurance coverage, with the amount of each claim payment exceeding \$5,000 and with cumulative amount of such claims payments exceeding \$20,000; or for which at least two separate claims payments have been made with the cumulative amount of such claims exceeding the reported value of the property.

Sheet flow area (see definition for “area of shallow flooding)

Single-family dwelling means either (a) a residential single-family building in which the total floor area devoted to non-residential uses is less than 50 percent of the building's total floor area, or (b) a single-family residential unit within a two-to-four family building, other-residential building, business, or non-residential building, in which commercial uses within the unit are limited to less than 50 percent of the unit's total floor area.

Special flood hazard area (SFHA) means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year as shown on a FHBM or FIRM as Zones A, AE, AH, AO, AR, AR/AE, AR/AO, AR/AH, AR/A, A99, or VE. The SFHA is the area where the National Flood Insurance Program's (NFIP's) floodplain management regulations must be enforced and the area where the mandatory purchase of flood insurance applies.

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)) means the date the development or building permit was issued (includes substantial improvement), provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of the structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation, and includes the placement of a manufactured home on a foundation.

"Permanent construction" does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means, for floodplain management purposes, a walled and roofed building, including a liquid or gas storage tank, that is principally above ground, as well as a manufactured home. The terms "structure" and "building" are interchangeable in the NFIP. For insurance purposes, structure means:

- (a) A building with two or more outside rigid walls and a fully secured roof that is affixed to a permanent site;
- (b) A manufactured home (also known as a "mobile home," is a structure: built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation); or
- (c) A travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws.

For the latter purpose, "structure" does not mean a recreational vehicle or a park trailer or other similar vehicle, except as described in paragraph (c) of this definition, or a gas or liquid storage tank.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to it before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "repetitive loss" or "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

- (a) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions (provided that said code deficiencies were not caused by neglect or lack of maintenance on the part of the current or previous owners); or
- (b) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Variance means a grant of relief by the City of Orange Beach from the terms of a floodplain management regulation.

V Zone (see definition for “coastal high hazard area”)

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in the Code of Federal Regulations (CFR) §44, Sec. 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

Watercourse means only the channel and banks of an identifiable watercourse and not the adjoining floodplain areas. The flood carrying capacity of a watercourse refers to the flood carrying capacity of the channel.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Wet floodproofing means a method of construction that involves modifying a building to allow floodwaters to enter it in order to minimize damage to the building, using flood damage-resistant materials below the DFE throughout the building, raising utilities and important contents to or above the DFE, installing and configuring electrical and mechanical systems to minimize disruptions and facilitate repairs, installing flood openings or other methods to equalize the hydrostatic pressure exerted by floodwaters, and, where required, installing pumps to gradually remove floodwater from basement areas after the flood.

Wet floodproofing shall not be utilized as a method to satisfy the requirements of this article for bringing substantially damaged or improved structures into compliance. Wet floodproofing is not allowed in lieu of complying with the lowest floor elevation requirements for new residential buildings.

X Zones (shaded) means the areas on a FIRM subject to inundation by the flood that has a 0.2-percent chance of being equaled or exceeded during any given year, often referred to as the 500-year flood.

X Zones (unshaded) designates areas on a FIRM where the annual probability of flooding is less than 0.2 percent.

Zone of imminent collapse means an area subject to erosion adjacent to the shoreline of an ocean, bay, or lake and within a distance equal to 10 feet plus 5 times the average annual long-term erosion rate for the site, measured from the reference feature.

Sections 42-206 through 42-209 reserved

DIVISION 7. - LEGAL STATUS PROVISIONS

Sec. 42-210. - Severability.

If any section, clause, sentence, or phrase of this article is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this article.

Sec. 42-211. - Enforceability of ordinance and future revisions.

The provisions within this article must be legally enforceable; applied uniformly throughout the community to all privately and publicly owned land within any regulated flood hazard areas; meet the minimum standards set forth in §60.3 of the Code of Federal Regulations Title 44; and the community must provide that the provisions of this article take precedence over any less restrictive

conflicting local laws, ordinances, or codes.

If the City of Orange Beach repeals its floodplain management regulations, allows its regulations to lapse, or amends its regulations so that they no longer meet the minimum requirements set forth in §60.3 of the Code of Federal Regulations Title 44, it shall be suspended from the National Flood Insurance Program (NFIP). The community eligibility shall remain terminated after suspension until copies of adequate floodplain management regulations have been received and approved by the Federal Insurance Administrator. To avoid such occurrences, the City of Orange Beach will coordinate with the Alabama NFIP State Coordinator and FEMA Regional Office prior to any revisions to this article. Without prior approval of the Federal Insurance Administrator, the community shall not adopt and enforce revised floodplain management regulations.

From time-to-time Part 60 of the Code of Federal Regulations Title 44 may be revised to advance flood risk reduction measures as experience is acquired under the NFIP and new information becomes available. The City of Orange Beach agrees to revise its floodplain development ordinance to comply with any such changes within six months from the effective date of any new federal regulation.

2. That Ordinance No. 2019-1314 of the City of Orange Beach, Alabama, is hereby repealed. This repealer shall not, however, affect, terminate, or preclude any rights, duties, requirements, or terms which arose or existed while said ordinance was in effect, all of which are specifically preserved. All other 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 5th DAY OF MARCH, 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