



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Work Session 04/16/2024
2. Regular Council Meeting 04/16/2024
3. Committee of the Whole 04/16/2024

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

1. Discuss proposals by Human Resources Management, Inc., for HR Assessment and Executive Search. (FH)

Resolutions

1. Resolution authorizing execution of a rental agreement with Sharp Electronics Corporation for a copier for the HR Division through State Bid. (RE)
2. Resolution authorizing approval of a proposed wetland permit application by Abaco Orange Beach LLC. (WS)
3. Resolution authorizing the execution of a performance agreement with Joan Hill for water aerobics instruction at the Aquatics Center. (JL)
4. Resolution awarding the bid for Justice Center Roof and Fascia Replacement. (GS/RE)

Public Hearings

Ordinances

V. Public Comments

VI. Adjourn

**MINUTES OF
ORANGE BEACH CITY COUNCIL
WORK SESSION
APRIL 16, 2024 – 10:00 A.M.
COASTAL ARTS CENTER**

The Orange Beach City Council met on March 12, 2024, at 10:04 A.M. with Mayor Tony Kennon presiding.

The following members were present:

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

The following members were absent:

Councilmember Joni Blalock

The following items were discussed:

1. Zoo fundraiser and donation.
2. Hangout Festival shuttle plan.
3. Candy Martin's retirement.
4. Tax revenues.
5. Capital projects update.
6. Golf cart incident review.
7. Sportsplex netting.
8. Azalea Village public nuisance.
9. Wind Drive Condo incident review.
10. Baseball tournament coordination.
11. MAAAC (Makos Academics, Arts & Athletics Club) request for fundraising at the Wharf.
12. Alabama State Parks update by Matt Young, Southwest District Superintendent.
13. Succession planning.
14. Human resources department.
15. Legal update.
16. Wharf update.
17. Event Center facility and rentals.
18. Resident beach security.
19. Bay La Launch easements.
20. Social media federal legislation.
21. Sales tax state legislation.
22. Legislative update.
23. Lobbyists.

24. Ethics reminder.

25. School probationary letters sent to out-of-district students.

Councilmember Jeff Boyd left at 2:28 P.M.

Councilmember Jeff Silvers left at 2:28 P.M.

With there no longer being a quorum, the meeting adjourned.

Time: 2:28 P.M.

APPROVED this 21st day of May, 2024.

Renee Eberly
City Clerk

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
APRIL 16, 2024 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 5:00 P.M.
- II. INVOCATION** Councilmember Jeff Boyd
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

Present: Councilmember Jeff Silvers
Councilmember Jerry Johnson
Councilmember Annette Mitchell
Councilmember Jeff Boyd
Mayor Tony Kennon

Absent: Councilmember Joni Blalock

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Regular Council Meeting 03/19/2024
Committee of the Whole 03/19/2024

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 – Adam Roberson</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 – Nicole Ard</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 – Ford Handley</u> | No report. |
| 14. <u>Mayor/Council</u> | No report. |

VIII. AUDITING OF ACCOUNTS

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

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

IX. PRESENTATIONS

X. RECOGNITIONS

1. Recognition of Candy Martin, retiring city employee. Renee Eberly, City Clerk, read a Certificate of Recognition aloud honoring Candy's 21 years of service at the City Hall front desk. Council announced that Candy's retirement party will be held this Thursday, April 18th, from 4:00 to 6:00 P.M.

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

Miscellaneous

1. Approval of a Lounge Retail Liquor Class I License Application by Shore Thing Cigars, LLC, for Shore Thing Cigars, 4790 Wharf Parkway, Spaces 101 and 103. **Motion made (Silvers/Mitchell) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**
2. Approval of a Restaurant Retail Liquor License Application by Pier House Restaurant Bar Orange Beach Inc. for Pier House Restaurant Bar Orange Beach at 22703 Perdido Beach Boulevard. **Motion made (Mitchell/Boyd) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**

Resolutions

1. Resolution appointing Jeffrey F. Smith as Fire Chief for the City of Orange Beach, Alabama. **Motion made (Silvers/Johnson) to adopt the resolution.** Ford Handley, City Administrator, introduced Chief Smith who began employment with the Orange Beach Fire Department on July 19, 1996. Chief Smith expressed his gratitude to Mayor and Council. Vote unanimous in favor. **Motion passed.**
2. Resolution supporting the Orange Beach Library children's library materials policy. **Motion made (Johnson/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide design services for Roof Replacement at the Library in an amount not to exceed \$18,500. **Motion made (Mitchell/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide design services for Roof Replacement and Addition at the Senior Center in an amount not to exceed \$11,700. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. Resolution awarding the bid for Softball Field Light Installation at the Sportsplex to Bill Smith Electric, Inc., in an amount not to exceed \$44,600. **Motion made (Mitchell/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

6. Resolution authorizing the execution of a subscription agreement with Granicus, LLC, for address identification and rental activity monitoring. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
7. Resolution appropriating funds to support the Safe Harbor Animal Coalition in the amount of \$10,000 for FY2024. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
8. Resolution authorizing the sole source purchase of a Pump from Jim House & Associates, Inc., for the Utilities Department in the amount of \$37,995. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
9. Resolution reappointing Lisa Nix to the Orange Beach City Board of Education. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
10. Resolution authorizing the purchase of Office Furniture for the Finance Department through State Bid from Staples Contract & Commercial LLC in the amount of \$50,495.19. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
11. Resolution authorizing a franchise for Superior Dumpster Service, LLC, to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
12. Resolution declaring police tactical helmets owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to the City of Creola and the Town of Elberta. **Motion made (Silvers/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
13. Resolution authorizing the execution of a use agreement with the City of Foley for safety barricades for the City of Foley's 2024 Hot Air Balloon Festival. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

Public Hearings

1. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0204-PUD-24, Admiral Self Storage PUD. The public hearing was cancelled due to withdrawal by the applicant.
2. 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.

Griffin Powell, Planner II, presented the case overview to rescind the PUD (Planned Unit Development) zoning for the Bama Bayou PUD and return the property to the original zoning classification of GB (General Business).

David Skipper, owner of property included in the Bama Bayou PUD, spoke against the reversion of the PUD. Councilmember Silvers confirmed that Mr. Skipper has been in negotiations with the Wharf, the majority property owner of the rest of the PUD, and has refused all offers to purchase his land. Mr. Skipper wants the Wharf to reveal its plans for development of their property so that the value of his portion of land can be better understood.

Mayor Kennon stated that the City is not involved in the civil matter between David Skipper and the Wharf. Jamie Logan, City Attorney, explained that Section 7.08 of the Zoning Ordinance states that if a PUD is not constructed within the specified time period, the Community Development Department is obligated to request the return of zoning to its original classification, and City Council has an obligation to follow through.

Jay Minus, attorney for David Skipper, asked the city to delay reversion of the PUD.

Kris Anderson, attorney for the Wharf, spoke in favor of the reversion of the PUD.

Jay Minus requested again that City Council delay action until a final plan for development is proposed by the Wharf.

Councilmember Mitchell stated that both parties are valued members of the community, and that City Council would be taking the advice of the city's legal counsel to do what is dictated by the ordinance.

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

3. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0409-PUDA-24, Cottages at Old Bay/Robinson Grove PUD Minor Modification, Marine Accessory Amendment.

Griffin Powell, Planner II, presented the case overview requesting approval of a minor modification to the Cottages at Old Bay, formerly known as Robinson Grove, PUD (Planned Unit Development) Master Plan to amend the existing pier by adding six finger piers, a lower deck, and a 15' by 20' gazebo with roof.

There being no comments, the public hearing adjourned.

4. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0402-PUDA-24, Zeke's Landing Marina Minor PUD Modification, East Transient Dock Amendment & Storage Building Addition.

Griffin Powell, Planner II, presented the case overview requesting approval of a minor modification to the Zeke's Landing Marina PUD (Planned Unit Development) Master Plan to add finger piers on the previously permitted east transient dock, and to add a 16' by 24' storage building on the south side of the dry boat storage building.

Council clarified and confirmed that this modification will not increase charter boat or rental activity at the marina.

There being no opposition, the public hearing adjourned.

5. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0410-PUDA-24, Young's Hideaway Glamping Sites.

Griffin Powell, Planner II, presented the case overview requesting approval of a minor modification to the Amber Isle and Beach Village PUDs (Planned Unit Developments) to allow glamping sites on the municipal-owned parcels adjacent to the Backcountry Trail and Gulf State Park.

Phillip West, Coastal Resources Director, answered questions from the City Council regarding sever weather plans and to clarify that the concessionaire will begin with ten sites.

There being no opposition, the public hearing adjourned.

Ordinances

1. First Reading – 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 (Johnson/Mitchell) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance. Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Boyd, abstain; Kennon, aye. **Motion passed. (5-0-1).** Motion made (Silvers/Johnson) to adopt the ordinance. Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Boyd, abstain; Kennon, aye. **Motion passed. (4-0-1).**

Note: After the meeting was adjourned, the City Attorney determined that an abstention during the vote for unanimous consent cannot be counted in the affirmative; therefore, the following motion to adopt the ordinance is null and void. The ordinance will have to move forward for a second reading during the next Council Meeting to be held on May 7, 2024.

2. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0409-PUDA-24, Cottages at Old Bay/Robinson Grove PUD Minor Modification, Marine Accessory Amendment. **Motion made (Sillers/Johnson) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Boyd, aye; Kennon, aye. **Motion passed. (5-0).** **Motion made (Johnson/Sillers) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Boyd, aye; Kennon, aye. **Motion passed. (5-0).**
3. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0402-PUDA-24, Zeke's Landing Marina Minor PUD Modification, East Transient Dock Amendment & Storage Building Addition. **Motion made (Sillers/Mitchell) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Boyd, aye; Kennon, aye. **Motion passed. (5-0).** **Motion made (Sillers/Johnson) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Boyd, aye; Kennon, aye. **Motion passed. (5-0).**
4. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0410-PUDA-24, Young's Hideaway Glamping Sites. **Motion made (Johnson/Boyd) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Boyd, aye; Kennon, aye. **Motion passed. (5-0).** **Motion made (Sillers/Johnson) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Boyd, aye; Kennon, aye. **Motion passed. (5-0).**

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:58 P.M.

APPROVED this the 21st day of May, 2024.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
APRIL 16, 2024 – 5:58 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the May 7, 2024, agenda.

The following members were present:

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

The following members were absent:

Councilmember Joni Blalock

The following items were discussed:

1. Approval of 2022 Audited Financials.
2. Resolution awarding the bid for Justice Center Roof and Fascia Replacement.
3. Resolution awarding the bid for Two Message Boards for Police.
4. Resolution Authorizing the Execution of a Subaward Grant Agreement With the Alabama Department of Conservation and Natural Resources for the RESTORE ACT-Council Selected Restoration Component funded Orange Beach Stormwater Master Plan.
5. Resolution appropriating \$25,000 to the Coastal Alabama Business Chamber for the purpose of funding the Gateway Initiative.
6. Resolution authorizing the execution of a professional services agreement with Nick Rich, dba Wilde Design for design and consultation services.
7. Resolution authorizing the execution of a task order with Nick Rich, dba Wilde Design, to provide design and project consultation services for the wildlife center outdoor enclosures in an amount not to exceed \$9,000.
8. Resolution authorizing the City of Orange Beach to join the State of Alabama and other local governments as a participant in opioid settlements.
9. Resolution authorizing a reduction in rental fees for the Orange Beach Event Center for the 2024 AHSAA Officials Training.
10. Resolution declaring a vehicle owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to the Alabama Gulf Coast Zoo.
11. Resolution authorizing a franchise for Ryan Ahearn LLC, dba Perdido Key Party Bus, to operate a shuttle service within the city limits and police jurisdiction of the City of Orange Beach.
12. Resolution authorizing the approval of a wetland permit for the CoastAL employee parking lot.
13. Reminder: Public hearing and first reading for an ordinance to amend Ordinance No. 172, the Zoning Ordinance, Case No. 0406-ZT-24, Section 4.01, Water Recreational Rentals on May 7, 2024.

14. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0407-ZT-24, Section 4.06, Alabama Highway 180 Frontage Roadway Requirement on May 7, 2024.
15. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0304-ZT-24, Zoning Text Amendments, Sections 4.01 & 5.13, Charter Boat Home Occupations on May 7, 2024.

Public Comments:

1. Charles Wilson, Fairhope resident, thanked the Mayor and City Council for being the first municipality in Baldwin County to approve a library policy for children's materials.

There being no further business, the meeting adjourned.

Time: 6:04 P.M.

APPROVED this 21st day of May, 2024.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
MAY 7, 2024**

Departments: City Clerk

Description of Topic: Discuss proposals by Human Resources Management, Inc., for HR Assessment and Executive Search. (FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2024.05.03 Service Proposal Human Resource Management HRM HR Assessment
2. 2024.05.03 Service Proposal Human Resource Management HRM Executive Search



HR ASSESSMENT

A COMPREHENSIVE REVIEW
OF HUMAN RESOURCES
ADMINISTRATION,
OPERATIONS, POLICIES,
PROCEDURES AND
COMPLIANCE
STATUS.

SERVICE PROPOSAL

APRIL 1, 2024



1950 Stonegate Drive, Suite 250
Birmingham, Alabama 35242
205.977.3908
www.HRMasap.com

PREPARED FOR :
CITY OF ORANGE BEACH, AL



SERVICE PROPOSAL

HUMAN RESOURCES ASSESSMENT

CITY OF ORANGE BEACH, AL

I. Introduction

Human Resource Management, Inc. (HRM) is pleased to offer the *City of Orange Beach, AL* the following service proposal for conducting a Human Resources Assessment in support of the City's risk management and strategic planning processes. In the outlines and narratives that follow, we describe our general philosophies and approaches to engagements of this nature, along with the specific project scope, processes, timelines, and investment considerations necessary for delivering successful results.

II. Project Scope

Our comprehensive Human Resource Assessment Program provides a thorough assessment of the City's operational processes, policies, procedures, and compliance with federal, state and local statutory requirements, along with exposure alerts to the potential for litigation and non-compliance penalties.

Key deliverables include a comprehensive assessment report detailing observations and findings along with corresponding recommendations that can be used to develop short-term and long-range organizational goals and strategic plans for managing human resources.

Recommendations are based upon professional best practices and are prioritized according to risk exposure and time sensitivity.

The General Scope of an HR Assessment engagement includes the following:

1. A full scope HR Assessment covering all primary functional areas of HR, including a review and assessment of current HR policies and procedures; and
2. A review of current HR department organizational structure and staffing metrics.

A detailed description of the audit scope and our proposed services is provided in the outlines and narratives that follow.



HR ASSESSMENT

A COMPREHENSIVE REVIEW
OF HUMAN RESOURCES
ADMINISTRATION,
OPERATIONS, POLICIES,
PROCEDURES AND
COMPLIANCE
STATUS.

GENERAL SCOPE

TYPICAL ASSESSMENT AREAS

OUR ASSESSMENT OF EACH FUNCTIONAL AREA OF HUMAN RESOURCES TYPICALLY INCLUDES REVIEW OF THE FOLLOWING ISSUES AS DETERMINED APPROPRIATE TO THE SIZE OF THE ORGANIZATION AND SCOPE OF ASSESSMENT BEING PERFORMED:



HR ADMINISTRATION

- Overall Organization Structure
- Department Structure
- Department Staffing
- Department Mission and Objectives
- Forms System
- Job Descriptions
- Employee Classification
- Employee Records
- Information Systems
- Confidentiality/Records Access
- Compliance Requirements and Status



EMPLOYMENT

- Immigration Law Compliance
- Employment Agreements
- Staffing Planning & Succession
- Internal/External Recruitment
- Employment Application Forms
- Interview and Selection Process
- Pre-Employment Assessments
- Record Retention
- Orientation Programs





HR ASSESSMENT

A COMPREHENSIVE REVIEW
OF HUMAN RESOURCES
ADMINISTRATION,
OPERATIONS, POLICIES,
PROCEDURES AND
COMPLIANCE
STATUS.

GENERAL SCOPE

CONTINUED

TYPICAL ASSESSMENT AREAS



» EMPLOYEE DEVELOPMENT

- Performance Evaluation
- Promotions/Transfers
- Coaching, Training and Development



» DISCIPLINE & DISCHARGE

- Disciplinary Policy and Practices
- Performance Feedback Documentation
- Complaint Investigations
- Termination Procedures
- Severance Procedures
- Exit Interviews
- Turnover Analysis



» COMMUNICATIONS

- Posting Required Notices
- Publications for Employees
- Employee Handbooks
- Policy and Procedures Manuals
- Verification of Employment
- Complaint and Grievance System
- Employee Recognition Programs





HR ASSESSMENT

A COMPREHENSIVE REVIEW
OF HUMAN RESOURCES
ADMINISTRATION,
OPERATIONS, POLICIES,
PROCEDURES AND
COMPLIANCE
STATUS.

GENERAL SCOPE

CONTINUED

TYPICAL ASSESSMENT AREAS



➤ BENEFITS: Paid Time Off

- Vacations
- Holidays
- Family Medical Leave Act (FMLA)
- Vacations and Holidays
- Leaves of Absence
- Jury Duty
- Medical Leave
- Military Leave
- Sick Leave



➤ BENEFITS: Insurance

- Group Health, Dental, Vision Insurance
- STD\LTD\Life Insurance
- EPL Insurance
- Unemployment Insurance
- Workers' Compensation Insurance
- Employee Assistance Programs
- COBRA Compliance
- HIPAA Compliance
- Affordable Care Act (ACA) Compliance
- Notification and Reporting Compliance





HR ASSESSMENT

A COMPREHENSIVE REVIEW
OF HUMAN RESOURCES
ADMINISTRATION,
OPERATIONS, POLICIES,
PROCEDURES AND
COMPLIANCE
STATUS.

GENERAL SCOPE

CONTINUED

TYPICAL ASSESSMENT AREAS



➤ WORK RULES & DISCIPLINE

- General Discipline and Work Rules
- Progressive Discipline
- Documentation
- Attendance
- Drug and Alcohol
- Meals Periods and Rest Breaks
- Investigation of Employee Conduct



➤ COMPENSATION

- Salary Administration
- Job Evaluations
- Deductions from Pay
- Incentive Compensation
- Payroll Records
- Compensation Increases
- Garnishments and Attachments
- FLSA Compliance/Overtime Pay
- Total Rewards Program





HR ASSESSMENT

A COMPREHENSIVE REVIEW
OF HUMAN RESOURCES
ADMINISTRATION,
OPERATIONS, POLICIES,
PROCEDURES AND
COMPLIANCE
STATUS.

GENERAL SCOPE

CONTINUED

TYPICAL ASSESSMENT AREAS



➤ HEALTH & SAFETY

- OSHA Compliance
- Safety Programs
- Accident Reporting
- Accident Investigation



➤ RISK MANAGEMENT

- Internal Complaint Processes
- Complaint Investigation Processes
- Problem Resolution Processes
- EEOC and Litigation Response
- State and Federal Compliance Status



➤ GOVERNANCE

- Compliance and Ethics
- Conflicts of Interest

HR ASSESSMENT REPORT



The summary assessment report, addressing each of the general functional areas of human resources, includes a detailed description of observations and recommendations.

Recommendations are made pursuant to:

- (1) ensuring legal compliance,
- (2) minimizing risk and exposure to litigation,
- (3) implementing industry or professional “best practices,” and
- (4) increasing overall department efficiency and effectiveness.

Recommendations are prioritized as follows:

- (1) critical issues and projects requiring immediate action to limit exposure or achieve compliance status;
- (2) critical issues and projects of a less time-sensitive nature which will eventually require action;
- (3) issues and projects aimed at improving efficiencies, effectiveness, quality, level of service, or implementing a recommended “best practice.”



HR ASSESSMENT REPORT



SAMPLE TABLE OF CONTENTS

SECTION 1: Audit Methodology & Scope

SECTION 2: Audit Results by Functional Area

- General Human Resource Administration
- Employment and Staffing
- Employee Development
- Work Rules and Discipline
- Termination
- Communications
- Benefits
- Compensation
- Safety, Health, and Security
- Governance and Compliance

SECTION 3: Summary of Recommendations

SECTION 4: Exhibits and Supporting Resources



PROPOSAL SUMMARY

A summary of the proposed HR Assessment engagement is provided below:



Investment

- Pre-Assessment Planning Based On Scope: 3 hours
- HR Assessment, Management Interviews: 20 hours
(2 Consultant facilitation)
- Data Analysis and Report Development: 37 hours
- Management Briefing/Presentation: 4 hours
(2 Consultant facilitation)

Estimated Total Hours: 64

Hourly Rate: \$150

Total Investment: \$9,600



Schedule

To Be Determined
Target: 90 days



Logistics

Onsite Visit : 1 day
Virtual Options via Zoom or Teams



Facilitators

Carolyn Campbell, Sr. HR Consultant
Kimberly Moore, Sr. HR Consultant
Janet Parker, Sr. HR Consultant



CONCLUSION

An effective HR Assessment will identify areas of efficiency and, perhaps more importantly, areas for improvement, and provide recommendations aimed at meeting strategic objectives and achieving full compliance.

Results of the HR Assessment can be used to:

- Develop a formal HR strategic plan outlining key objectives, initiatives and timelines;
- Assist leadership in developing and administering effective organizational policies and practices based on professional best practices;
- Enhance HR policies and procedures to ensure compliance with applicable federal, state and local employment legal requirements;
- Enhance recruitment and selection processes to attract, retain, develop, and motivate qualified employees, refining job descriptions and streamlining onboarding procedures;
- Strengthen employee relations through improved communication channels, conflict resolution mechanisms, and fostering a positive workplace culture;
- Develop and implement a fair and equitable compensation, performance management, disciplinary and termination procedures; and
- Develop metrics and KPIs to measure the effectiveness of HR initiatives and track progress towards organizational goals.



Thank You!

We appreciate your consideration of our service proposal and look forward to earning the honor of your trust and the privilege of partnering with you and your team on this important initiative.

If you have any questions, or require any additional information, please feel free to contact me directly at (205) 936-4225 or charles@HRMasap.com.

Sincerely,

Charles Wilkinson, SPHR, SHRM-SCP
Principal



Human Resource Management, Inc.
1950 Stonegate Drive, Suite 250
Birmingham, Alabama 35242
205.977.3908
www.HRMasap.com

EXECUTIVE SEARCH PROPOSAL

Role:

Human Resources Director

Prepared For :

City of Orange Beach, AL

APRIL 2024



1950 STONEGATE DRIVE
SUITE 250
BIRMINGHAM, AL 35242
205.977.3908



About HRM

From its origins in 1996 as a boutique HR consultancy and early pioneer of HR outsourcing, Human Resource Management, Inc. has grown to become a trusted HR advisory, administrative services provider and executive search partner to leading organizations across a wide range of industries in over 28 states.

Services are delivered from our corporate offices in Birmingham, Alabama, and affiliate offices in Portland, Maine.

Our clients range from small employers with a single location to large multi-state and international corporations with many thousands of employees. By delivering comprehensive, worry-free human resource management and recruiting solutions, we enable our clients to focus on the mission critical things they do best.

We're a team of experienced and dedicated HR and talent acquisition professionals who thrive on the deeply satisfying mission of solving client problems and delivering meaningful business results through HR solutions. We're devoted to our clients' long-term success by offering flexible, cost-effective and worry-free Human Resources and Recruitment services.



Our Approach

Senior Leadership Search

Leadership requirements continue to evolve, but the need for high-performing senior leaders remains constant. Identifying and attracting top talent requires a rigorous approach to assessing leaders' ability to be successful in specific roles and situations, a thorough understanding of different industries and functional roles, unrivaled access to senior leaders and executives, and impeccable judgment.

We combine industry and functional knowledge with a proven search and assessment process to help you find leaders who best fit your organization's unique needs and will have a lasting impact.

For most senior leadership roles, including the HR Director, we offer a comprehensive finalist assessment, providing a complete picture of candidates' relevant business and functional expertise, marketplace and industry knowledge, leadership abilities, character and motivation, cultural fit and capacity to grow and evolve in the role.

Once new leaders are in their roles, we can accelerate their ability to make an impact and set them up for long term success in the role through our executive onboarding, team effectiveness, culture alignment and ongoing leadership development.

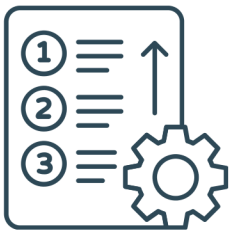


Our Approach

Senior Leadership Search

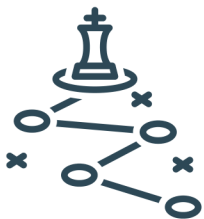
HRM will identify passive and engaged job seekers using a full range of recruitment strategies and resources, including data mining, social networking, referrals, and direct recruiting. We conduct targeted research into organizations to find talent with relevant skill sets and qualifications, using the following phases of engagement:

1. ESTABLISH SEARCH PRIORITIES



- Analyze the challenges unique to the organization and the role.
- Determine the skills, knowledge and abilities required, offering insight and fresh perspectives on how clients can think about their needs; when appropriate, challenge client assumptions and present alternative ideas for how to conceive a role.
- Develop a customized position and candidate specification, detailing the client organization, the role, responsibilities, goals and key challenges of the position as well as the experience, qualifications and competencies required for success.
- Determine the client priorities that will shape the search process.

2. DETERMINE SEARCH STRATEGY



- Develop a professionally produced recruitment brochure to highlight the strengths of the client organization and its service community, its organizational structure and services, its mission and goals, pertinent facts regarding the position, and necessary and desirable candidate qualifications.
- Conduct targeted research into companies and sectors to find those with relevant skill and qualifications, supplementing our extensive knowledge of and relationships with senior leaders and executives across industries and functions.
- Develop a long list of prospects best qualified for the role, with the goal of providing real options for clients to consider.



Our Approach

3. ATTRACT & EVALUATE CANDIDATES



- Approach potential candidates to determine their interest in the role, drawing on our insights about candidate interests and aspirations to persuade strong prospects to consider new opportunities.
- Conduct rigorous competency-based interviews with candidates based on the proven skills, knowledge, abilities and aptitudes outlined in the position specification.
- Develop a short list of candidates with required qualifications and interest in the position.

4. PRESENT MOST QUALIFIED CANDIDATES



- Present the most qualified candidates based on in-depth evaluation and appraisal against specifications.
- Drawing on informal external views on each candidate to confirm and enhance our knowledge of the candidate's achievements and track record, provide meaningful insight into past performance and reputation.
- Perform in-depth executive capabilities assessment leveraging evaluation methodology in high-stakes finalist selection situations.
- Verify each candidate's credentials and academic qualifications.

Our Approach

5. COMPLETE THE SEARCH



- After the client has selected its preferred candidate, conduct thorough background checks and referencing to further assess competencies, strengths and weaknesses, and to provide external views of the individual.
- Assist in negotiations over compensation and other terms to help finalize the search.
- Communicate regularly with client and placement candidate during transition.
- Conduct client satisfaction survey to improve service and refine approach.
- Periodically follow up with client and candidate once search is closed, checking in on the placement's fit with the organization and the progress of the transition.

We are committed to your success.

We have a strong reputation for successfully placing executives in various industries. Our commitment to excellence, combined with our industry knowledge and network of relationships in the electric utility sector makes us an ideal partner for this executive search project. We are confident in our ability to deliver exceptional results that exceed your expectations.

We have a range of tools and proprietary techniques to conduct a rigorous assessment of candidates' track records, knowledge, abilities and potential. Our clients and candidates value us for our expertise, valuable insight, honest advice and commitment to their success. Nearly two-thirds of our assignments are for clients for whom we have done previous work.



Our Process

Executive Search

A.DISCOVERY

- HRM will discuss in detail with the hiring committee/key stakeholders: the job description, minimum and preferred requirements, skills, experience, and education needed for the role.
- Discuss culture and environment of the organization.
- Discuss soft skills needed for the role (personality, leadership and communication style, flexibility, adaptability etc.)
- Discuss current/future business challenges and/or needs.
- Gain insight into the organization and the history of the position.
- Discuss salary and benefits program offerings.
- Organization information gathering to include:
 - o Size/scope of business
 - o Mission/vision statements
 - o Organization chart
 - o Peer benchmark organizations
 - o Any other relevant information
- Determine point of contact for questions and profile submittals.
- Determine client interview location and process.

B. SOURCING CANDIDATES

With all information gathered during the discovery process, HRM will use multiple channels and resources to source candidates to be vetted. Our recruiting team will develop a pipeline of talent via creative cold calling, warm leads, social networking, recruiter networks, and relationships with board directors and senior executives.



Our Process

Executive Search

C.VETTING CANDIDATES

- HRM engages potential candidates in a multi-step vetting process. Our recruitment team conducts thorough competency-based interviews with candidate(s) based on skills, knowledge, and abilities outlined by the client in the discovery process. Our approach is to assess, validate and ensure the candidate(s) qualifications meet the requirements of the role.
- Create competency-based interview questions
- The first step of our vetting process is creating a series of customized interview questions for each level of the search process based upon the information gathered in the discovery process. Our typical vetting process includes the following phases:
 - Phone interview
 - In-person/zoom interview
 - Second interview (as needed)

Phone Interview

- A initial introductory call is scheduled with the HRM Executive Recruiter and the candidate(s) to discuss an overview of the candidate's job history, education, qualifications, salary requirements, what they are looking for in their next role, relocation (if applicable), and to discuss the position in more detail.
- When the call has concluded, HRM will evaluate and discuss the strengths and weaknesses of the candidate(s). HRM will make a determination on which candidate(s) meet client essential and preferred requirements. Top candidates will move forward to the next level of the process based upon the information gained during the discovery process.



Our Process

Executive Search

In-Person\Video Interview

- Personal interviews are conducted with HRM Executive Recruiters at our offices or via video conference as deemed more practical. During this stage, candidate(s) will be asked pre-determined interview questions relating to the job requirements, soft skills, and current and future needs of the organization.
- Upon conclusion of the interview, HRM will evaluate the strengths and weaknesses of the candidate(s). HRM will make a determination on which candidate(s) meet client essential and preferred requirements. Top candidates will move forward to the next level of the process based upon the information gained during the discovery process.

Candidate Profile

- The HRM team will compile a comprehensive profile that includes the candidate(s) resume, salary requirements, all interview questions asked and candidate(s) responses, candidate(s) written exercise and HRM's rating of the candidate(s).



Our Process

Executive Search

D. CLIENT INTERVIEWS

- HRM will coordinate and schedule all interviews with the candidate(s) for the client. The client will provide date(s) and time(s) of availability, interview location information and who will be present for the interview. An itinerary will be provided to the client.
- HRM will provide additional interview questions for the client that can be utilized in the interview process.
- An HRM representative can be on-site or available via video conference during the client interviews to assist with flow, debriefing, questions about the candidate(s) and discussing next steps with the client at the clients request.

E. CANDIDATE ASSESSMENTS

- Assessments can be administered at client request to assist with decision making on fit and knowledge base of the candidate(s). HRM offers a myriad of assessment options.

F. FINAL INTERVIEW, MEET & GREET

- HRM will coordinate the final interview with the client and final candidate(s).
- Upon conclusion of the final formal interview process, HRM suggests a traditionally less formal “meet & greet” approach to become better acquainted in a more casual setting, which could include a dinner with key stakeholders, a meeting with department heads, a tour of the facility etc.



Our Process

Executive Search

G. CANDIDATE DEBRIEFING

- A personal or video conference meeting will be scheduled by HRM to discuss the candidate(s) interviews and any remaining questions or concerns about the candidate(s). HRM will work with the client organization to determine a reasonable and competitive offer of employment to include salary, benefit, and relocation (if applicable).
- HRM will conduct a comprehensive market compensation study to determine current compensation rates for similar positions among peer organizations in the reasonable recruitment areas for use as a basis for the employment offer.

H. OFFER OF EMPLOYMENT

- As needed, HRM will assist in drafting a contingent offer of employment for the client. The client organization will review the offer and provide any edits or adjustments needed. Once the offer is finalized, HRM can present the contingent offer to the candidate on behalf of the client organization and assist with any negotiations.

I. PRE-EMPLOYMENT SCREENING

- Once the candidate has accepted the contingent offer of employment, HRM can assist as needed in completing any additional required references and verifications, including conducting formal consumer credit, criminal, background verifications and/or drug screens at the time a job offer is made to satisfy the clients pre-employment screening policies.



Fee Structure

Executive Search - Human Resources Director

PROFESSIONAL FEES & EXPENSES

HRM is pleased to offer the City of Orange Beach, Alabama a discounted fee schedule for this engagement based upon our current service relationship with the organization.

Professional Fees - Retained Search

Our professional fee is structured as a retained search agreement. The industry standard professional fee for retained search services is 33.33% of first year compensation plus bonus. We're pleased to offer the City of Orange Beach a decreased fee percentage of 25% as a measure of thanks for our existing service relationship. HRM's fee is divided into 3 payments: a retainer fee of \$2500 due upon engagement; a second fee of \$2500 due upon week #6 of the search engagement, with the remainder due upon placement. The \$5000 retainer fee will be subtracted from the final invoice when a placement is made.

Our professional fee covers all consulting services associated with the recruitment process outlined herein, including the necessary time to develop the candidate profile and recruitment strategy, assist the organization in finalist selection, and facilitate candidate interviews with the organization.

Reimbursable Expenses

Actual out-of-pocket expenses for such items as consultant and candidate travel, advertising, marketing, printing/copying, and postage/delivery charges are reimbursable at cost. There is no mark-up on expenses and we will work proactively with the organization to ensure that the dollars being spent for expenses are in keeping with the organization's expectations.



Our Team

GREAT TEAMWORK



ANNA MCLAUGHLIN

Our Executive Search team for this engagement will include Anna McLaughlin, a highly skilled and experienced Executive Recruiter and Talent Acquisition Specialist for Human Resource Management, Inc.

With a passion for building exceptional teams and a track record of placing top-tier executives and senior leaders, Anna is a seasoned professional in the world of talent acquisition and executive recruitment. Armed with 25 years of experience, she has honed a unique approach that goes beyond traditional search methods, focusing on a deeply personalized and strategic process.

At the core of Anna's approach is a commitment to understanding the unique DNA of each client organization. Rather than a one-size-fits-all strategy, she believes in a tailored approach that begins with deep dives into organization culture, values, and long-term goals.

Anna is also an experienced Career Transition Coach providing outplacement services to team members impacted by re-organization, down-sizing, and job termination. She holds a Master of Arts in Counseling from the University of Illinois-Springfield and a Bachelor of Science in Social Work from Troy University.



Our Team

GREAT TEAMWORK



JAIME LAU

Our Executive Search team for this engagement will include Jaime Lau, a highly skilled and experienced Executive Recruiter for Human Resource Management, Inc.

Jaime has over 12 years of human resources experience in the areas of talent acquisition and organizational development.

Prior to joining HRM, Jaime served in HR leadership roles for a Fortune 500 company where she worked in partnership with company management building high-performing teams in a competitive business environment.

Jaime is skilled in talent management, talent acquisition, succession planning, employee relations, onboarding, employee engagement, HR routines, and leading successful HR teams. In addition to Executive Search and staffing services, Jaime excels at providing HRM clients with Recruitment Process Outsourcing (RPO) support services.

Jaime holds a Bachelor of Arts in Education from the University of Iowa.



Representative Clients



Children's
of Alabama®



Distinctive Service



TOP 10 EXECUTIVE SEARCH FIRMS



TOP 10 EXECUTIVE SEARCH FIRMS



TOP 10 EXECUTIVE SEARCH FIRMS



TOP 10 EXECUTIVE SEARCH FIRMS



TOP 10 EXECUTIVE SEARCH FIRMS



TOP 10 EXECUTIVE SEARCH FIRMS

**AS A BOUTIQUE SEARCH FIRM
FOCUSED ON CLIENT SUCCESS,
OUR RESULTS ARE ACCLAIMED
AS AMONG THE BEST.**





**REGULAR COMMITTEE OF THE WHOLE MEETING
MAY 7, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a rental agreement with Sharp Electronics Corporation for a copier for the HR Division through State Bid. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 05-21-24 24-xxx Authorize Rental Agreement Sharp Copier HR State Bid
2. 2024.04.22 Rental Agreement Sharp Electronics Corporation HR Copier

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
RENTAL AGREEMENT WITH SHARP ELECTRONICS CORPORATION FOR A
COPIER FOR THE HR DIVISION THROUGH STATE BID**

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 State Contract Rental Agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Sharp Electronics Corporation as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the Mayor is hereby authorized to approve payments to Sharp Electronics Corporation in the amounts specified by the rental agreement for a term of three years;
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 21st DAY OF MAY, 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 May 21, 2024.

City Clerk

Order # COB1

Sharp Electronics Corporation

Order Address: 100 Paragon Drive, Montvale, NJ 07645

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

STATE CONTRACT RENTAL AGREEMENT

BILL TO:

City of Orange Beach

H.R. Department

4099 Orange Beach Blvd

Orange Beach, AL 36561

TELEPHONE # 251-981-6806

Contact: Renee Eberly

DATE

SHIP TO:

City of Orange Beach

H.R. Department

4099 Orange Beach Blvd

Orange Beach, AL 36561

TELEPHONE # 251-981-6806

Contact: Renee Eberly

BEGINNING METER READ

TERM: 3 YR. Agreement under the provisions of State of Alabama
Contract # 140603-AL-06

RATE: Monthly

Base Charge: \$185.28 **Copies** Included N/A **Excess Charge** Per Copy \$.0065 BW \$.0450 CLR

3 Yr Equip. Total \$6,670.08

Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment

MFG	MODEL	SERIAL #	LOCATION	METER
Sharp	BP70C45			
	BPDE15			
	BPFN11			

(PAGE 2)

SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O CPC Office Technologies will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

SERVICE

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O CPC Office Technologies and the LESSEE will at their option, replace said equipment if necessary, during the term of contract to maintain customer satisfaction.

TERMS AND CONDITIONS

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE _____ TITLE _____ DATE _____

LESSOR M Wronsky _____ TITLE _____ DATE 4/22/2024

Government Acct
Manager



**REGULAR COMMITTEE OF THE WHOLE MEETING
MAY 7, 2024**

Departments: Community Development

Description of Topic: Resolution authorizing approval of a proposed wetland permit application by Abaco Orange Beach LLC. (WS)

Background/Description: The applicant received a standard permit from the Army Corps of Engineers to impact wetlands. This approval allows them to comply with the City wetland ordinance and move forward with construction.

Action Options/Recommendation: Reccomend approve.

Source of Funding (if applicable): NA

ATTACHMENTS:

1. 05-21-24 24-xxx Authorize Proposed Wetland Permit Abaco Orange Beach

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING APPROVAL OF A
PROPOSED WETLANDS IMPACT PERMIT APPLICATION BY
ABACO ORANGE BEACH LLC**

FINDINGS:

1. The City of Orange Beach Alabama (hereinafter “The City”) is the administrator of the Wetland Mitigation Ordinance codified at Chapter 30 Article V which states that any wetland to be destroyed within the corporate limits of the City of Orange Beach lying south of the Intracoastal Waterway shall be mitigated on the same island within the corporate limits.
2. Abaco Orange Beach LLC is in receipt of permits from Alabama Department of Environmental Management and the U.S. Army Corps of Engineers regulatory division to fill 0.394 acres of wetlands for the purposes of constructing a roadway, residential condominium and marina and dry dock boat storage facility. Wetlands to be impacted lie within the city limits of Orange Beach south of the Intracoastal Waterway.
3. As stated in the permits, the applicant was required to mitigate for the authorized wetland fill through the purchase of 1.182 credits from the Alabama Port Mitigation Bank for the proposed impacts to 0.394 acres of wetland impacts. This mitigation is outside the City Limits of Orange Beach and off island.
4. City Code Section 30-122 states that: No projects requiring-by the relevant federal and state regulatory agencies-wetland mitigation will be permitted unless the federal and state mitigation plan is to be executed in the City of Orange Beach south of the ICW and approved by majority vote of the municipal council, or an in-lieu fee payment is made to the city in order to replace the lost ecological or stormwater functions of the impacted wetland.
5. As stated above the applicant has addressed the impacts to wetlands via purchase of credits from a wetland mitigation bank outside of the city limits to satisfy Federal and State regulatory agencies. To satisfy requirements of City Ordinance, the applicant has requested to make in-lieu fee payment to the City’s Mitigation fund in an amount equal to credits dollar values calculated at \$11,229.00.
6. The Council has determined that payment of this amount satisfies requirements of the City ordinance and is fair and adequate payment for impacts to wetlands described above.

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

1. That Abaco Orange Beach LLC is hereby authorized to pay and the City is authorized to accept an in-lieu fee in the amount of \$11,229.00 to be paid into the City’s Wetland Mitigation Bank to offset lost ecological or stormwater functions of impacted wetlands located south of the Intracoastal Waterway and within the City limits of Orange Beach; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 7th DAY OF MAY, 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 May 7, 2024.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
MAY 7, 2024**

Departments: City Attorney

Description of Topic: Resolution authorizing the execution of a performance agreement with Joan Hill for water aerobics instruction at the Aquatics Center. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 05-21-24 24-xxx Authorize Performance Contract Water Aerobics Instructor Joan Hill
2. 2024.05.03 Performance Contract Joan Hill Water Aerobics Instructor

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PERFORMANCE CONTRACT WITH
JOAN HILL FOR WATER AEROBICS INSTRUCTION
AT THE AQUATICS CENTER**

FINDINGS:

1. The City of Orange Beach wishes to engage independent contractors to provide various fitness classes for the benefit of Orange Beach residents and visitors.
2. Joan Hill is a certified water aerobics instructor who wishes to teach classes at the Orange Beach Aquatics Center.
3. The City of Orange Beach and Joan Hill have reached an agreement (attached Exhibit A) whereby the City of Orange Beach agrees to pay Joan Hill to lead water aerobics classes at the Orange Beach Aquatics Center.
4. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Joan Hill as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 21st DAY OF MAY, 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 May 21, 2024.

City Clerk

PERFORMANCE CONTRACT

This Agreement is made and entered into by and between the City of Orange Beach, an Alabama municipal corporation (the “City”) and Joan Hill (sometimes hereinafter “Contractor”), as follows:

1. Recitals:

- a. Contractor is a water aerobics instructor who provides instruction.
- b. The City desires to engage Contractor to provide such services for the benefit of Orange Beach residents and visitors.
- c. In consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties do hereby covenant and agree as follows.

2. Contractor’s Obligations:

- a. Contractor shall offer water aerobics classes at the Orange Beach Aquatics Center
- b. Contractor must possess a current certification from (at least) one of the following nationally recognized certifying agencies: Aquatic Exercise Association (AEA), United States Water Fitness Association (USWFA), FiTour, and/or YMCA. (Certifications from organizations not listed may be accepted, pending approval by the Aquatics Facility Director).
- c. Contractor must have an Orange Beach Business License.
- d. Contractor will conduct each class scheduled, regardless of the number of participants present at the scheduled class time.
- e. Pre-determined cancellations must be decided no less than two hours prior to class time pursuant to the following policy:
 - i. Instructors may make recommendations for cancellations in cases of emergencies, illness, weather, or other unforeseen circumstances that may prevent them from conducting their scheduled classes.
 - ii. The final decision regarding cancellations will be made by the Aquatics Facility Director to ensure operational consistency.
 - iii. Instructor/s must notify the Aquatics Facility Director as soon as possible in the event of a potential cancellation. Advance notice allows for appropriate arrangements to be made to minimize disruption to the schedule.
 - iv. Whenever possible, substitute instructors should be used to minimize the impact on the community and ensure continuity of service.
 - v. Failure to adhere to this cancellation policy may result in penalties, including but not limited to a reduction in scheduled hours or termination of instructor’s contract.
 - vi. The City of Orange Beach reserves the right to cancel classes, combine or divide classes, change the time, date or place of classes, change the contract instructor and make other changes which become necessary for the best interests of the City and its participants.
- f. Contractor will hold classes for a minimum of fifty minutes.

3. City’s Obligations:

- a. City agrees to make available during normal operational hours lanes 5 and 6 and the deep end of the Aquatics Center for the Contractor to teach classes.
- b. City agrees to provide all necessary equipment for Contractor's water aerobic classes.

Compensation:

Contractor will be paid at a fixed rate of \$30.00 per class on a bi-weekly basis. If inclement weather occurs during a class time, the current class will be cancelled, and the instructor will be paid for the full hour. This does not include pre-determined cancellations.

4. Term:

The term of this agreement shall begin on June 1, 2024, and end on November 30, 2025, unless terminated earlier in accordance with paragraph 11. This agreement may be renewed annually by resolution adopted by the City Council. Classes will not be held during the months of January and December.

5. Independent Contractor:

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

6. Assignment:

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

7. Insurance:

- a. Contractor shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor under this Agreement, including the following, at a minimum:
 - i. Worker's compensation insurance as required by law; and
 - ii. Commercial general liability insurance with minimum coverage limits of \$100,000 per person and \$500,000 per occurrence, naming the City of Orange Beach and the City's officers, employees, and consultants as additional insured.

The policy shall be with a carrier and in a form acceptable to the City at the City's sole discretion.

- b. Any insurance carried by the City, its officers, or its employees or contractors is excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.
- c. Contractor shall provide to the City a Certificate of Insurance as evidence that required policies are in full force and effect.

8. Indemnity:

Contractor agrees to indemnify and hold the City, its elected and appointed officials, officers, agents, and employees, harmless from all costs, liabilities and claims for damages of any kind, including interest and attorneys' fees, arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. This section is not as to third parties or to anyone a waiver of any defense of immunity or statutory damages cap otherwise available to Contractor or City and these defenses and matters may be raised in the City's behalf in any action or proceeding arising from this Agreement.

9. Compliance with Law:

Contractor hereby agrees to comply strictly with all the laws of the State of Alabama and of the United States, and the laws and ordinances of any other jurisdiction in which contractor may perform any work pursuant to this agreement.

10. Termination:

This agreement may be terminated by either party for any reason upon one (1) week notice of the intent to terminate.

11. Final Agreement:

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

12. Modifications:

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

13. Severability:

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

14. Law Governing:

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

15. Permits, Licensing, etc:

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

16. Confidentiality:

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

17. Notices:

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

City of Orange Beach:

City Clerk
Post Office Box 458
Orange Beach, Alabama 36561

With Required Copy to:

City Attorney
Post Office Box 458
Orange Beach, Alabama 36561

And to Contractor:

Joan Hill
22595 Wedgewood Drive
Foley, AL 36535

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

CITY OF ORANGE BEACH,
An Alabama Municipal Corporation

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

CONTRACTOR

By: _____
Joan Hill

STATE OF ALABAMA

COUNTY OF BALDWIN

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

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

(SEAL)

Notary Public

My Commission Expires: _____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Joan Hill is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the above and foregoing, she executed the same voluntarily on the day the same bears date.

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

(SEAL)

Notary Public

My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
MAY 7, 2024**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for Justice Center Roof and Fascia Replacement. (GS/RE)

Background/Description: Bid opening extended to May 16, 2024.

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted

ATTACHMENTS:

None