



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. Work Session 05/07/2024
 - 2. Regular Council Meeting 05/07/2024
 - 3. Committee of the Whole 05/07/2024
- VII. Reports of Officers/Committees
- VIII. Auditing of Accounts
 - 1. Vendor Checks
- IX. Presentation(s)
- X. Recognitions
- XI. Unfinished Business
 - Miscellaneous
 - Resolutions
 - Ordinances
- XII. New Business

Miscellaneous

Resolutions

1. Resolution reappointing Sted McCollough to the Construction Board of Adjustment and Appeals.
2. Resolution authorizing execution of a professional services agreement with Renee Smith to provide various legal services for the Legal Department.
3. Resolution declaring a drone owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to Elberta High School.
4. Resolution retiring police canine "Perseus" and authorizing the Mayor to execute the documents necessary to transfer ownership of "Perseus" to Officer Alisa Dixon.
5. Resolution retiring police canine "Magnum" and authorizing the Mayor to execute the documents necessary to transfer ownership of "Magnum" to Officer Kendall Hobbs.
6. Resolution authorizing execution of professional services agreements with DeRhonda Ponder, Elizabeth Wood, and Stephanie Myrick for special needs aide services for the Expect Excellence program.
7. Resolution authorizing the execution of a professional services agreement with Adams Stewart Architect, LLC, for architectural services.
8. Resolution authorizing the execution of a task order with Adams Stewart Architect, LLC, to provide structural engineering consultation services for a new Sea Turtle Center in an amount not to exceed \$3,500.
9. Resolution authorizing the execution of amendment three to the subaward grant agreement with the Alabama Department of Conservation and Natural Resources for the RESTORE Act-funded expansion of the Orange Beach Wildlife Rehabilitation and Education Program.
10. Resolution authorizing execution of a professional services agreement with Glow Yoga LLC for water-based fitness instruction at the Wind and Water Learning Center.
11. Resolution authorizing execution of a cooperative agreement with the Alabama Department of Environmental Management for low impact development for the protection of Wolf Bay at the Wind and Water Learning Center.
12. Resolution declaring a tractor owned by the City of Orange Beach as surplus and unneeded and authorizing the purchase of a Tractor for the Public Works Department through Sourcewell from SunSouth LLC in the amount of \$68,923.53 after trade-in.
13. Resolution accepting a proposal from ECS Southeast, LLC, to provide a ground penetrating radar delineation survey for the Orange Beach Cemetery in the amount of \$7,500.
14. Resolution establishing fees for the Orange Beach Swim Team Summer League program.

15. Resolution authorizing execution of a right-of-way use franchise agreement with Telepak, Inc., and its affiliates dba C Spire.
16. Resolution accepting a proposal from Jackson & Smith CPA Group, PC, for auditing services.
17. Resolution awarding the bid for Justice Center Roof and Fascia Replacement to The Green-Simmons Company, Inc., in an amount not to exceed \$1,454,000 and per unit pricing.

Public Hearings

Ordinances

XIII. Public Comments

XIV. Adjourn

**MINUTES OF
ORANGE BEACH CITY COUNCIL
WORK SESSION
MAY 7, 2024 – 2:30 P.M.
CITY HALL – SOUTH CONFERENCE ROOM**

The Orange Beach City Council met on May 7, 2024, at 2:29 P.M. with Mayor Tony Kennon presiding.

The following members were present:

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

The following members were absent:

None

The following items were discussed:

1. ALDOT (Alabama Department of Transportation) / BCBC (Baldwin County Bridge Company) bridge agreement.
2. Liability insurance premium review.
3. HR consultant proposal.
4. School discussion.
5. Azalea Village public nuisance.
6. Board of Adjustment vacancy.
7. Scheduling of next council work session.
8. Litigation update.
9. Police K-9 request.
10. City department staffing.
11. Wolf Bay Bridge permit process.

There being no further business, the meeting adjourned.

Time: 4:15 P.M.

APPROVED this 4th day of June, 2024.

Renee Eberly
City Clerk

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
MAY 7, 2024 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 4:58 P.M.
- II. INVOCATION** Councilmember Annette Mitchell
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

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

Absent: None

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Regular Council Meeting 04/02/2024
Committee of the Whole 04/02/2024

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> | |

Councilmember Mitchell recognized the Orange Beach High School Lady Makos Softball Team for winning 4-1 over Houston Academy earlier in the day in their final game before the State Championship.

VIII. AUDITING OF ACCOUNTS

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

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

IX. PRESENTATIONS

1. Proclamation declaring May 2024 as Mental Health Awareness Month. Renee Eberly, City Clerk, read the proclamation aloud. Bridget Elder accepted the proclamation on behalf of NAMI (National Alliance on Mental Illness) Baldwin.

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

Ordinances

1. Second 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/Blalock) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, abstain; Kennon, aye. **Motion passed. (5-0-1).**

XII. NEW BUSINESS

Miscellaneous

1. Approval of 2022 Audited Financials. **Motion made (Silvers/Mitchell) to approve the 2022 Audited Financials.** Vote unanimous in favor. **Motion passed.**

Resolutions

1. Resolution authorizing execution of a professional services agreement with Nick Rich, dba Wilde Design, for design and consultation services. **Motion made (Johnson/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. 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. **Motion made (Blalock/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution authorizing the City of Orange Beach to join the State of Alabama and other local governments as a participant in opioid settlements. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution authorizing a reduction in rental fees for the Orange Beach Event Center for the 2024 AHSA Officials Training. **Motion made (Blalock/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. 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. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

6. 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. **Motion made (Boyd/Mitchell) to postpone consideration to the next meeting on May 21, 2024.** Vote unanimous in favor. **Motion passed.**
7. Resolution authorizing approval of a wetlands impact permit application by Orange Beach Land Company, LLC. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
8. Resolution authorizing execution of a software service agreement with Zapp Software, LLC, for the 2025 Festival of Art, 2025 Seafood Festival, and 2024 Freedom Fest. **Motion made (Johnson/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
9. Resolution declaring exercise equipment owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to the Orange Beach Board of Education. **Motion made (Mitchell/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
10. Resolution awarding the bid for Two Message Boards for the Police Department to C&H Construction Services, LLC, in the amount of \$35,800. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
11. 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. **Motion made (Boyd/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
12. Resolution approving the submission of the 2023 Municipal Water Pollution Prevention (MWPP) Annual Report. **Motion made (Mitchell/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
13. Resolution authorizing the execution of a termination agreement with the Alabama Department of Transportation and Baldwin County Bridge Company, LLC. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
14. Resolution authorizing the execution of a lease agreement with the Alabama Department of Transportation. **Motion made (Johnson/Silvers) 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 No. 0406-ZT-24, Section 4.01, Water Recreational Rentals.

Griffin Powell, Planner II, presented the case overview to modify the language in Section 4.01, Table 4.01 regarding water recreational rentals.

John “Tater” Harris, 23776A West Cypress Way, asked if each rental paddleboard would need its own separate business license. Jamie Logan, City Attorney, clarified that this proposed ordinance does not change anything and is merely bringing the Zoning Ordinance into alignment with the Commercial Vessels Ordinance adopted by Council in February. Ford Handley, City Administrator/Finance Director, clarified that there is a tiered fee structure for additional vessels.

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

2. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0304-ZT-24, Zoning Text Amendments, Sections 4.01 & 5.13, Charter Boat Home Occupations.

Griffin Powell, Planner II, presented the case overview to remove references of charter boat home occupations from Section 4.01, Table of Permitted Uses, and Section 5.1303, Home Occupations, so that the said sections will be consistent with the Commercial Vessels Ordinance.

There being no comments, the public hearing was adjourned.

3. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0407-ZT-24, Section 4.06, Alabama Highway 180 Frontage Roadway Requirement.

Griffin Powell, Planner II, presented the case overview to modify the language in Section 4.06 regarding the requirements of the highway frontage roadway on the north side of Alabama Highway 180 between Oak Street and William Silvers Parkway.

There being no comments, the public hearing adjourned.

Ordinances

1. First Reading – Ordinance to amend Ordinance No. 172, the Zoning Ordinance, Case No. 0406-ZT-24, Section 4.01, Table 4.01 to modify language regarding water recreational rentals. No action taken. Ordinance will move to a second reading.
2. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0304-ZT-24, to delete Section 5.1303 to remove references to charter boat home occupations. No action taken. Ordinance will move to a second reading.
3. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0407-ZT-24, Section 4.06, entitled, "Alabama Highway 180 Frontage Roadway Requirement." **Motion made (Johnson/Silvers) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).** **Motion made (Johnson/Silvers) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:22 P.M.

APPROVED this the 4st day of June, 2024.

Renee Eberly
City Clerk



MEMORANDUM

DATE: April 30, 2024

TO: Renee Eberly, City Clerk

FROM: Jamie Logan, City Attorney

RE: Bama Bayou PUD- Council Re-Vote

FACTS:

The Council Agenda dated April 16, 2024 contained the item titled “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”. This item was listed first under the Public Hearings section of the Council Agenda and again under the Ordinances section (for its First Reading) of the Council Agenda.

Following the first reading of the ordinance, a motion was made to suspend the rules requiring a second reading and move the item for immediate consideration. Councilman Boyd asked the question whether he had to abstain from the vote for immediate consideration if he would be abstaining from the vote on the merits. I did not have an immediate answer and the Mayor moved on to the vote, advising that abstention was paramount to absence and as such he should abstain from both. Councilman Boyd abstained from the vote to suspend the rules; all other members present voted positively to suspend. Following a motion to consider the ordinance, the Mayor called for a vote; Councilman Boyd abstained; all other members present voted in favor of the ordinance. The Mayor announced the ordinance passed.

In the moments following the vote, I confirmed that a unanimous vote requirement to suspend the rules cannot be achieved with an abstention. Councilman Boyd should have voted in the call to suspend the rules and without his vote, the ordinance could not thereafter be considered at the introductory meeting.

LEGAL ANALYSIS

Per Alabama Code, a vote to suspend rules to allow for immediate consideration of an ordinance permanent in nature requires unanimous consent of the voting members present. Code of Alabama §11-45-2 (1975). An abstention breaks a unanimous count and thus the vote fails. The Supreme Court found in *Cooper v. Valley Head*, that the unanimous consent provision of 11-45-2 is mandatory. 212 Ala. 125, 101 So. 874 (Ala. 1924). Therefore, the April 16, 2024 vote to suspend the rules to allow for immediate consideration as well as the vote adopting the ordinance is void and may not stand.

CONCLUSION

The items on the Council agenda on April 16, 2024 titled “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”, must proceed to a second reading and vote on the next scheduled Council meeting on May 7, 2024 as the vote on April 16, 2024 was null and void based upon the absention of Councilman Boyd in the vote to suspend the rules.

This memo should be placed in the Council Minutes for the meeting on April 16, 2024 as well as May 7, 2024.

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
MAY 7, 2024 – 5:22 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the May 21, 2024, agenda.

The following members were present:

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

The following members were absent:

None

The following items were discussed:

1. Discuss proposals by Human Resources Management, Inc., for HR Assessment and Executive Search.
2. Resolution authorizing execution of a rental agreement with Sharp Electronics Corporation for a copier for the HR Division through State Bid.
3. Resolution authorizing approval of a proposed wetland permit application by Abaco Orange Beach LLC.
4. Resolution authorizing the execution of a performance agreement with Joan Hill for water aerobics instruction at the Aquatics Center.
5. Resolution awarding the bid for Justice Center Roof and Fascia Replacement.

Public Comments:

1. Woody Speed, Environmental Specialist, showed pictures from a boat trip with state and local representatives demonstrating the benefits of the estuary program.
2. Phillip West, Coastal Resources Director, announced that the Hugh S. Branyon Backcountry Trail has won the title of “Best Recreational Trail” from USA Today’s 10Best Reader’s Choice Awards for the second year in a row.
3. Councilmember Boyd recognized Cameron Price, Co-Owner of CoastAL, for the private-public partnership to provide Orange Beach citizens with local beach access, and for bringing exciting events to the community such as the Riley Green concert and “Tide on Tour,” which brought coaches and student-athletes from the University of Alabama to Orange Beach. Councilmember Boyd also recognized the fundraising initiative by CoastAL Clothing Company store where a portion of Orange Beach School Makos merchandise sold is donated to the schools.

There being no further business, the meeting adjourned.

Time: 5:30 P.M.

APPROVED this 4th day of June, 2024.

Renee Eberly
City Clerk

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Check Run: 6941					
*****	05/23/2024	8500 ISLAND GRANITE LLC	Check	No	2,930.00
Purchase Order #:	240276	Voucher #: 147017	Invoice #: JT7488		2,930.00
Invoice Description:	DEPOSIT- CNTRTOPS				
001-303-507	EQUIPMENT/SMALL				2,930.00
Check Run 6941 Check Total					\$2,930.00
Check Run 6941 Update Only					\$0.00
Check Run 6941 Total					\$2,930.00
Check Run: 6951					
*****	06/05/2024	8499 AA PORTABLE POWER CORP	Check	No	423.10
Purchase Order #:	0	Voucher #: 147128	Invoice #: 487600		423.10
Invoice Description:	NIMH BATTERY PKS				
001-175-618	RPR MAINT/EQUIPMENT				423.10
*****	06/05/2024	3060 AARON'S LOCK SERVICE	Check	No	20.00
Purchase Order #:	0	Voucher #: 147026	Invoice #: 115906		20.00
Invoice Description:	LESS \$2.00 TAX- KEYS				
001-410-516	SUPPLIES/OPERATING				20.00
*****	06/05/2024	6719 A&B ELECTRIC CO OF MOBILE, INC	Check	No	2,020.36
Purchase Order #:	0	Voucher #: 146943	Invoice #: 23485		112.00
Invoice Description:	GNRTR TRBLSHT/ RPR				
403-676-616	RPR/MAINT PLANT/BLDGS				112.00
Purchase Order #:	0	Voucher #: 146944	Invoice #: 23486		491.00
Invoice Description:	MRNR LKS LFT STN RPR				
403-676-616	RPR/MAINT PLANT/BLDGS				491.00
Purchase Order #:	0	Voucher #: 147249	Invoice #: 23476		1,417.36
Invoice Description:	REPL ELEC PANEL				
001-375-618	RPR/MAINT EQUIP				1,417.36
*****	06/05/2024	7475 ACTIVE NETWORK, LLC	Check	No	969.00
Purchase Order #:	0	Voucher #: 147129	Invoice #: 11141474		969.00
Invoice Description:	CARD READERS				
001-301-516	SUPPLIES/OPERATING				969.00
*****	06/05/2024	8013 ADAMS AND REESE, LLP	Check	No	9,750.00
Purchase Order #:	0	Voucher #: 147250	Invoice #: 1275356		9,750.00
Invoice Description:	LOBBYIST				
001-001-612	PROFESSIONAL FEES				9,750.00
*****	06/05/2024	7498 ADVANCE AUTO PARTS	Check	No	1,233.60
Purchase Order #:	0	Voucher #: 146835	Invoice #: 3195		127.68
Invoice Description:	STK BRK CLNR				
001-200-516	SUPPLIES/OPERATING				127.68
Purchase Order #:	0	Voucher #: 146836	Invoice #: 5795		495.23
Invoice Description:	STK DEF FLD/ FUEL TRTMT/ TRNSMSSN FIX				
404-677-510	GAS/OIL				495.23
Purchase Order #:	0	Voucher #: 147130	Invoice #: 6818		168.83
Invoice Description:	#337 BATTERY				
001-410-622	RPR/MAINT VEHICLES				168.83
Purchase Order #:	0	Voucher #: 147131	Invoice #: 6819		60.60
Invoice Description:	STK BRAKE FLD				

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-200-516 SUPPLIES/OPERATING			60.60
		Purchase Order #: 0 Voucher #: 147251 Invoice #: 6985			10.44
		Invoice Description: TRLR CNNCTR			
		001-200-618 RPR/MAINT EQUIPMENT			10.44
		Purchase Order #: 0 Voucher #: 147252 Invoice #: 7019			177.72
		Invoice Description: STK CARB CLNR/ WPR FLD/ PNTRTG OIL			
		001-200-516 SUPPLIES/OPERATING			177.72
		Purchase Order #: 0 Voucher #: 147253 Invoice #: 7020			193.10
		Invoice Description: STK DEF FLD			
		404-677-510 GAS/OIL			193.10
*****	06/05/2024	5799 ADVANTAGE FIRST AID & SAFETY	Check	No	79.95
		Purchase Order #: 0 Voucher #: 146837 Invoice #: I240201352			79.95
		Invoice Description: IBUPRFN/ LNS CLNG WPS/ FBRC STRPS			
		001-210-516 SUPPLIES/OPERATING			79.95
*****	06/05/2024	7980 AGRITECH CORP.	Check	No	20.95
		Purchase Order #: 0 Voucher #: 147254 Invoice #: INV1763			20.95
		Invoice Description: 1 ACTVTD KIT			
		001-001-650 EXHIBITIONS & PROMOTIONS			20.95
*****	06/05/2024	7001 AGROMAX, LLC	Check	No	1,449.57
		Purchase Order #: 0 Voucher #: 147255 Invoice #: 23023			1,449.57
		Invoice Description: FNGCDS/ INSCD/ FRTLZR			
		001-210-516 SUPPLIES/OPERATING			1,449.57
*****	06/05/2024	718 AIRGAS, INC	Check	No	287.44
		Purchase Order #: 0 Voucher #: 147132 Invoice #: 9149731458			287.44
		Invoice Description: MED O2 CYLNR RENT			
		001-175-614 RENTALS			287.44
*****	06/05/2024	7797 ALABAMA POOLWORKS, LLC	Check	No	250.00
		Purchase Order #: 0 Voucher #: 147256 Invoice #: SER78473-2			250.00
		Invoice Description: KIDDIE POOL PUMP REPL			
		001-302-507 EQUIPMENT/SMALL			250.00
*****	06/05/2024	130 AL DEPT OF REV/COLL SERV DIV	Check	No	217.50
		Purchase Order #: 0 Voucher #: 147257 Invoice #: 051724-BRYANT			217.50
		Invoice Description: L2001361632			
		001-000-104 GARNISHMENT/SAVINGS			217.50
*****	06/05/2024	126 AL DEPT OF TRANSPORTATION	Check	No	5,068.63
		Purchase Order #: 0 Voucher #: 146839 Invoice #: SWA010644			5,068.63
		Invoice Description: APR 24 TRFFC CNTL SGNLS			
		001-200-612 PROFESSIONAL FEES			5,068.63
*****	06/05/2024	138 AL LAND TITLE CO INC	Check	No	850.00
		Purchase Order #: 0 Voucher #: 147258 Invoice #: 24-000399			850.00
		Invoice Description: BCH EXPRSS LND TTL WK			
		001-001-612 PROFESSIONAL FEES			850.00
*****	06/05/2024	3436 AL LAW ENFORCEMENT AGENCY	Check	No	1,800.00
		Purchase Order #: 0 Voucher #: 146677 Invoice #: MARP-24-0005			900.00
		Invoice Description: FEB 2024 SLIP/ OFC RENT			
		001-100-614 RENTALS			900.00
		Purchase Order #: 0 Voucher #: 146678 Invoice #: MARP-21-0008B			900.00
		Invoice Description: MAY 2024 SLIP/ OFC RENT			

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & 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			900.00
*****	06/05/2024	8262 ALLIED INFORMATION MANAGEMENT	Check	No	312.79
	Purchase Order #: 0	Voucher #: 147133	Invoice #: 292565A		312.79
	Invoice Description:	APR 24 MED WST PICKUP			
		001-175-612 PROFESSIONAL FEES			312.79
*****	06/05/2024	135 AL PEACE OFFICERS ASSOC	Check	No	60.00
	Purchase Order #: 0	Voucher #: 147027	Invoice #: 2024-01		60.00
	Invoice Description:	BAILEY, MILES, CALVERT			
		001-100-608 DUES/MEMBERSHIP/SUBSCRIPT			60.00
*****	06/05/2024	3512 AL PIPE & SUPPLY	Check	No	3,043.25
	Purchase Order #: 240198	Voucher #: 146679	Invoice #: 103611		3,043.25
	Invoice Description:	7 RLLS GEOGRID			
		001-614-736 ROSEMARY TRAIL CABINS			3,043.25
*****	06/05/2024	116 AL'S 5 & 10 #6 O/B	Check	No	51.59
	Purchase Order #: 0	Voucher #: 146945	Invoice #: 288611		44.11
	Invoice Description:	POOL NOODLS/ RBBR BANDS			
		001-302-516 SUPPLIES/OPERATING			44.11
	Purchase Order #: 0	Voucher #: 147028	Invoice #: 288610		7.48
	Invoice Description:	THUMB TACKS/ STENCILS			
		001-410-650 AUDUBON			7.48
*****	06/05/2024	7828 AMAZON CAPITAL SERVICES, INC	Check	No	17,188.13
	Purchase Order #: 0	Voucher #: 146680	Invoice #: 11H9-NHY9-PH1D		659.99
	Invoice Description:	PRNTR/ PSTG INK/ PSTG LBLS			
		001-020-516 SUPPLIES/OPERATING			659.99
	Purchase Order #: 0	Voucher #: 146681	Invoice #: 11H9-NHY9-Y3Y6		139.70
	Invoice Description:	EMRGNCY RDOS/ #505 02 WLL MNT			
		001-304-516 SUPPLIES/OPERATING			98.51
		001-304-622 RPR/MAINT VEHICLES			41.19
	Purchase Order #: 0	Voucher #: 146682	Invoice #: 11J4-VHWW-7LFP		217.15
	Invoice Description:	SNICKERS BARS			
		001-001-641 EMPLOYEE ADVISORY COMM			217.15
	Purchase Order #: 0	Voucher #: 146683	Invoice #: 13HN-GX6N-4DFV		30.46
	Invoice Description:	FIRE EXTNGSHR MT/ GOOF OFF/ STKRS			
		001-325-516 SUPPLIES/OPERATING			30.46
	Purchase Order #: 0	Voucher #: 146684	Invoice #: 16PH-6QHF-711N		119.96
	Invoice Description:	DP CABLES			
		001-120-507 EQUIPMENT/SMALL			119.96
	Purchase Order #: 0	Voucher #: 146685	Invoice #: 17GX-N17Q-HC4M		50.20
	Invoice Description:	BNDR/ BNDR CLPS/ STPL RMVR			
		430-682-516 SUPPLIES/OPERATING			50.20
	Purchase Order #: 0	Voucher #: 146686	Invoice #: 17PL-GXGR-1996		95.63
	Invoice Description:	SHRT/ LMNTR/ SKRT/ 9V BTTRIES			
		001-410-516 SUPPLIES/OPERATING			18.38
		001-410-650 AUDUBON			77.25
	Purchase Order #: 0	Voucher #: 146687	Invoice #: 197Y-4K9W-WQH9		89.95
	Invoice Description:	#345 12V CAR STARTER			
		001-614-731 GOMESA			89.95
	Purchase Order #: 0	Voucher #: 146688	Invoice #: 1HRN-TDGR-9WV1		189.15
	Invoice Description:	WLL PLTS/ CLLO BAGS/ WLL JK/ JUTE TWN			
		001-303-507 EQUIPMENT/SMALL			189.15

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & 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 #: 146689	Invoice #: 1MF7-QYCJ-JHKV		215.88
Invoice Description:	DOOR BRRCB BRKTS				
001-614-734	SHOOTING RANGE			215.88	
Purchase Order #:	0	Voucher #: 146690	Invoice #: 1N4D-HKLL-T733		62.99
Invoice Description:	CAUTION CONES				
001-302-516	SUPPLIES/OPERATING			62.99	
Purchase Order #:	0	Voucher #: 146691	Invoice #: 1QYQ-TC6T-D4LX		294.58
Invoice Description:	KTTN FRMLA/ SCALES/ LMNTR				
001-410-516	SUPPLIES/OPERATING			294.58	
Purchase Order #:	0	Voucher #: 146692	Invoice #: 1WVV-YMLT-4VVH		20.00
Invoice Description:	BTTLD WATER				
430-682-659	RESALE INV/CENTER			20.00	
Purchase Order #:	0	Voucher #: 146693	Invoice #: 1Y77-QNTX-XQ9X		31.96
Invoice Description:	NAME TAG STRAPS				
001-302-516	SUPPLIES/OPERATING			31.96	
Purchase Order #:	0	Voucher #: 146694	Invoice #: 1YRT-M1GF-K1N4		148.79
Invoice Description:	AED DFBRLTR/ ENVLP/ SWFFR KIT				
001-303-516	SUPPLIES/OPERATING			148.79	
Purchase Order #:	0	Voucher #: 146695	Invoice #: 1W7K-3T1V-1CCV		37.89
Invoice Description:	CLR VINYL TUBING				
403-676-616	RPR/MAINT PLANT/BLDGS			37.89	
Purchase Order #:	0	Voucher #: 146840	Invoice #: 11K7-VXGY-F14N		114.23
Invoice Description:	LED CAN LTS				
001-325-616	RPR/MAINT PLANT/BLDGS			114.23	
Purchase Order #:	0	Voucher #: 146841	Invoice #: 14YR-NRN1-DQMG		13.95
Invoice Description:	'ALC' MAKEUP				
001-375-636	PRODUCTION COST			13.95	
Purchase Order #:	0	Voucher #: 146842	Invoice #: 17LP-1MNH-39MC		599.28
Invoice Description:	AL FLAGS				
001-001-516	SUPPLIES/OPERATING			599.28	
Purchase Order #:	0	Voucher #: 146843	Invoice #: 1CHK-4QNC-C7HK		209.59
Invoice Description:	INK CRTRDGS				
001-001-516	SUPPLIES/OPERATING			209.59	
Purchase Order #:	0	Voucher #: 146844	Invoice #: 1DNV-7FFQ-1HNV		37.33
Invoice Description:	STK VHCL AIR FRSHNRS				
001-200-516	SUPPLIES/OPERATING			37.33	
Purchase Order #:	0	Voucher #: 146845	Invoice #: 1KF1-6P7H-W1TR		1,735.95
Invoice Description:	TRRARM TNKS/ SHORTS				
001-410-507	EQUIPMENT/SMALL			1,679.97	
001-410-540	UNIFORMS			55.98	
Purchase Order #:	0	Voucher #: 146846	Invoice #: 1NRR-PLMP-PMWL		21.44
Invoice Description:	DSHWSHR DET PODS				
001-410-513	SUPPLIES/JANITORIAL			21.44	
Purchase Order #:	0	Voucher #: 146847	Invoice #: 1PTP-J6Y1-PCXL		12.79
Invoice Description:	ACRYLIC SIGN HLDR				
001-410-650	AUDUBON			12.79	
Purchase Order #:	0	Voucher #: 146848	Invoice #: 1QNW-JNY1-4Y3H		-29.99
Invoice Description:	'ALC' CRDT- COSTUME				
001-375-636	PRODUCTION COST			-29.99	
Purchase Order #:	0	Voucher #: 146849	Invoice #: 1TP1-YGRT-K91X		47.34
Invoice Description:	SPRYR RGLTR/ NZZL				
001-200-618	RPR/MAINT EQUIPMENT			47.34	
Purchase Order #:	0	Voucher #: 146850	Invoice #: 1W7W-XDKP-TC7V		41.98

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05/30/2024 2:55:41PM

Page 4 of 45

ap-check-register

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Invoice Description:		AIR PRFR FLTRS			
001-001-616		RPR/MAINT PLANT/BLDGS			41.98
Purchase Order #:	0	Voucher #: 146946	Invoice #: 14PH-9KFW-CRKG		1,967.32
Invoice Description:		GTR ADE PWDR/ AIR BAGS/ FBRC SQRS			
001-410-516		SUPPLIES/OPERATING			1,967.32
Purchase Order #:	0	Voucher #: 146947	Invoice #: 16GW-VJVM-9VMF		999.92
Invoice Description:		WARDROBE CLOSET			
001-410-507		EQUIPMENT/SMALL			999.92
Purchase Order #:	0	Voucher #: 146948	Invoice #: 176K-TG3Q-H9VL		24.86
Invoice Description:		BUNK LUBRICANT			
001-410-516		SUPPLIES/OPERATING			24.86
Purchase Order #:	0	Voucher #: 146949	Invoice #: 17GX-N17Q-CP3M		119.90
Invoice Description:		CO DTCTRS/ STRNG LTS			
001-303-507		EQUIPMENT/SMALL			119.90
Purchase Order #:	0	Voucher #: 146950	Invoice #: 1937-LQ7C-NN43		87.99
Invoice Description:		STORAGE CABINET			
001-020-516		SUPPLIES/OPERATING			87.99
Purchase Order #:	0	Voucher #: 146951	Invoice #: 1HTG-VJPT-6VJC		66.54
Invoice Description:		BODY WASH			
001-325-516		SUPPLIES/OPERATING			66.54
Purchase Order #:	0	Voucher #: 146952	Invoice #: 1NKY-DDN1-91QF		15.95
Invoice Description:		PHONE CORD			
001-302-516		SUPPLIES/OPERATING			15.95
Purchase Order #:	0	Voucher #: 146953	Invoice #: 1PQY-Y4TQ-X3C6		21.95
Invoice Description:		iPHN CASE			
403-676-516		SUPPLIES/OPERATING			21.95
Purchase Order #:	0	Voucher #: 146954	Invoice #: 1RMQ-KL7M-WVGJ		99.75
Invoice Description:		iPHN CASES			
403-676-516		SUPPLIES/OPERATING			99.75
Purchase Order #:	0	Voucher #: 146955	Invoice #: 1XLP-YHXF-6DWG		774.34
Invoice Description:		GFFR TAPE/ CLNRS/ CNDY/ MOP			
411-681-513		SUPPLIES/JANITORIAL			303.89
411-681-516		SUPPLIES/OPERATING			470.45
Purchase Order #:	0	Voucher #: 147029	Invoice #: 11V4-XT4Y-XHL1		9.99
Invoice Description:		#337,338 DOOR STRAPS			
001-410-516		SUPPLIES/OPERATING			9.99
Purchase Order #:	0	Voucher #: 147030	Invoice #: 139Q-TLVK-GDWN		122.00
Invoice Description:		FACE SHLD LUNG BAGS			
001-175-630		TRAINING/TRAVEL			122.00
Purchase Order #:	0	Voucher #: 147031	Invoice #: 1CTR-9PHL-3L1D		97.38
Invoice Description:		SPRYR TURRET ASSM			
001-301-618		RPR/MAINT EQUIPMENT			97.38
Purchase Order #:	0	Voucher #: 147032	Invoice #: 1DDL-YN1T-FQKT		-189.05
Invoice Description:		CRDT- #336 RNNG BRDS			
001-410-507		EQUIPMENT/SMALL			-189.05
Purchase Order #:	0	Voucher #: 147033	Invoice #: 1DPM-7F17-YNWL		-72.95
Invoice Description:		CRDT- CONDTNR			
001-325-516		SUPPLIES/OPERATING			-72.95
Purchase Order #:	0	Voucher #: 147034	Invoice #: 1JNV-H4DX-6J9W		156.24
Invoice Description:		CMPTR MNTR/ PHN MT/ PHN CBLS			
001-030-507		EQUIPMENT/SMALL			124.28
001-030-516		SUPPLIES/OPERATING			31.96
Purchase Order #:	0	Voucher #: 147035	Invoice #: 1MQX-Q7ND-6GPV		16.00

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Invoice Description:		BTTLD WATER			
430-682-516		SUPPLIES/OPERATING			16.00
Purchase Order #:	0	Voucher #: 147036	Invoice #: 1MRH-H6PD-XVXC		99.99
Invoice Description:		DOC SCANNER			
001-303-516		SUPPLIES/OPERATING			99.99
Purchase Order #:	0	Voucher #: 147037	Invoice #: 1TNV-RMCN-67WN		54.01
Invoice Description:		DPST BAG/ DSH SOAP/ CLNR			
430-682-516		SUPPLIES/OPERATING			54.01
Purchase Order #:	0	Voucher #: 147038	Invoice #: 1VVR-FLG1-L4HQ		97.90
Invoice Description:		GOLF NET			
001-303-507		EQUIPMENT/SMALL			97.90
Purchase Order #:	0	Voucher #: 147039	Invoice #: 1WRJ-KQX7-M6DH		194.95
Invoice Description:		#291 AFM/DFM DISABLER			
001-100-622		RPR/MAINT VEHICLES			194.95
Purchase Order #:	0	Voucher #: 147134	Invoice #: 13DR-RJL4-963T		44.85
Invoice Description:		LNS CLN WPS/ NEOSPORIN			
403-676-516		SUPPLIES/OPERATING			44.85
Purchase Order #:	0	Voucher #: 147135	Invoice #: 14PH-9KFW-TTJF		103.20
Invoice Description:		TRASH BAGS			
404-677-516		SUPPLIES/OPERATING			103.20
Purchase Order #:	0	Voucher #: 147136	Invoice #: 1D4P-9CDV-474D		57.67
Invoice Description:		MRKRS/ STKY NOTES			
001-200-516		SUPPLIES/OPERATING			57.67
Purchase Order #:	0	Voucher #: 147137	Invoice #: 1GWP-JXTY-C4QQ		776.97
Invoice Description:		HEADSETS			
403-676-516		SUPPLIES/OPERATING			776.97
Purchase Order #:	0	Voucher #: 147138	Invoice #: 1HQG-9M4V-NVXR		789.30
Invoice Description:		SUMP PUMPS			
001-614-734		SHOOTING RANGE			789.30
Purchase Order #:	0	Voucher #: 147139	Invoice #: 1JT4-HTWN-7FVH		676.11
Invoice Description:		INK/ VAC BRSH/ DSTRS/ LNT FLTR			
001-325-516		SUPPLIES/OPERATING			676.11
Purchase Order #:	0	Voucher #: 147140	Invoice #: 1MQW-QL3K-KHGD		59.90
Invoice Description:		#1575 DRV BELTS			
001-200-618		RPR/MAINT EQUIPMENT			59.90
Purchase Order #:	0	Voucher #: 147141	Invoice #: 1N4V-F7RL-CCHW		-90.89
Invoice Description:		CRDT- #411 HUB CAP			
001-175-622		RPR/MAINT VEHICLES			-90.89
Purchase Order #:	0	Voucher #: 147142	Invoice #: 1QCC-JPVF-67MD		77.45
Invoice Description:		DRY ERS BRD/ CLMPS/ MRKRS			
001-410-516		SUPPLIES/OPERATING			53.96
001-614-731		GOMESA			23.49
Purchase Order #:	0	Voucher #: 147143	Invoice #: 1WLL-DYXP-Q7JV		51.98
Invoice Description:		DOOR HINGES			
001-614-734		SHOOTING RANGE			51.98
Purchase Order #:	0	Voucher #: 147144	Invoice #: 1X3H-YCNC-6KTJ		28.99
Invoice Description:		SKIRT			
001-410-650		AUDUBON			28.99
Purchase Order #:	0	Voucher #: 147259	Invoice #: 11V4-XT4Y-VNLY		601.78
Invoice Description:		FNGRPRNT LKS/ INK/ 'ALC' PROPS			
001-375-516		SUPPLIES/OPERATING			420.16
001-375-636		PRODUCTION COST			181.62
Purchase Order #:	0	Voucher #: 147260	Invoice #: 17N7-GFR6-DHWV		63.96

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05/30/2024 2:55:41PM

Page 6 of 45

ap-check-register

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> 'ALC' COSTUME PCS					
	001-375-636	PRODUCTION COST			63.96
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147261	<i>Invoice #:</i> 17TM-KTTH-FXWG		918.85
<i>Invoice Description:</i> SHORTS					
	403-676-540	UNIFORMS			918.85
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147262	<i>Invoice #:</i> 1CDL-3RML-D7N1		47.96
<i>Invoice Description:</i> 9V BATTERIES					
	411-681-516	SUPPLIES/OPERATING			47.96
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147263	<i>Invoice #:</i> 1CDL-3RML-WG9J		245.00
<i>Invoice Description:</i> SHORTS					
	403-676-540	UNIFORMS			245.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147264	<i>Invoice #:</i> 1HQG-9M4V-VVVK		894.79
<i>Invoice Description:</i> PRVCY FLMS/ POOLS/ SHMPOO/ TARPS					
	001-350-516	SUPPLIES/OPERATING			894.79
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147265	<i>Invoice #:</i> 1KDL-PT11-X1WL		65.98
<i>Invoice Description:</i> TRLR DECK SCREWS					
	001-200-618	RPR/MAINT EQUIPMENT			65.98
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147266	<i>Invoice #:</i> 1LWR-L9DX-QJVJ		233.80
<i>Invoice Description:</i> STEM KAR KITS					
	001-350-516	SUPPLIES/OPERATING			233.80
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147267	<i>Invoice #:</i> 1MF7-QYCJ-VDVK		975.60
<i>Invoice Description:</i> EXTRNL HD DRV/ CLN CART/ DKNG STN					
	001-375-513	SUPPLIES/JANITORIAL			475.47
	001-375-516	SUPPLIES/OPERATING			364.42
	001-375-636	PRODUCTION COST			135.71
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147268	<i>Invoice #:</i> 1N6V-J4JT-LV6G		56.98
<i>Invoice Description:</i> IPAD KYBRD/ IPAD PNCL					
	001-001-516	SUPPLIES/OPERATING			56.98
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147269	<i>Invoice #:</i> 1QJT-CPP3-QV3N		-84.97
<i>Invoice Description:</i> CRDT- BODY WASH					
	001-302-513	SUPPLIES/JANITORIAL			-84.97
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147270	<i>Invoice #:</i> 1T1D-WFMC-PFR4		89.95
<i>Invoice Description:</i> CARPET TILES					
	001-350-516	SUPPLIES/OPERATING			89.95
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147271	<i>Invoice #:</i> 1WRJ-KQX7-W93C		109.94
<i>Invoice Description:</i> WTR JUGS					
	001-303-620	RPR/MAINT GROUNDS			109.94
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147272	<i>Invoice #:</i> 1XRQ-T7JF-1RQM		83.77
<i>Invoice Description:</i> LMNTR/ STPL RMVRS/ PAID STMP					
	001-020-516	SUPPLIES/OPERATING			83.77
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147372	<i>Invoice #:</i> 1QFG-R73H-G4VK		336.06
<i>Invoice Description:</i> COFFEE MKR/ TEA DSPNSR/ DSH BRSHS					
	411-681-516	SUPPLIES/OPERATING			336.06
*****	06/05/2024	1973 APOSTC LAW ENF ACDY BALDWIN CY	Check	No	25.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146696	<i>Invoice #:</i> 1724		25.00
<i>Invoice Description:</i> R KRCHRR PTRL RFL CRS					
	001-100-630	TRAINING/TRAVEL			25.00
*****	06/05/2024	6613 AQUA PRODUCTS, INC	Check	No	8,876.25
<i>Purchase Order #:</i> 240117		<i>Voucher #:</i> 146697	<i>Invoice #:</i> 20240627		8,876.25
<i>Invoice Description:</i> Mg TANK SPARE GEAR BX					
	403-676-616	RPR/MAINT PLANT/BLDGS			8,876.25

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)	
*****	06/05/2024	195 ATCO INTERNATIONAL	Check	No	437.06	
Purchase Order #:	0	Voucher #: 147145	Invoice #: I0629203		437.06	
Invoice Description:	ALL-PRO CLNR/ DEGRSR					
	001-200-516	SUPPLIES/OPERATING			437.06	
*****	06/05/2024	8064 AT&T MOBILITY	Check	No	119.94	
Purchase Order #:	0	Voucher #: 147146	Invoice #: 287316107471X050324		119.94	
Invoice Description:	3/26-4/25/24 MIFI FIRSTNET					
	001-175-605	COMMUNICATIONS			119.94	
*	*****	06/05/2024	778 AUTOWORX, LLC	Check	No	1,004.81
Purchase Order #:	0	Voucher #: 146699	Invoice #: 073836		56.38	
Invoice Description:	DISC \$1.15 #218 OIL/ FLTR/ WNDSHLD WSH					
	001-100-622	RPR/MAINT VEHICLES			56.38	
Purchase Order #:	0	Voucher #: 146700	Invoice #: 073837		63.23	
Invoice Description:	DISC \$1.29 #239 OIL/ FLTR/ WNDSHLD WSH					
	001-100-622	RPR/MAINT VEHICLES			63.23	
Purchase Order #:	0	Voucher #: 146701	Invoice #: 073927		49.53	
Invoice Description:	DISC \$1.01 #261 OIL/ FLTR/ WNDSHLD WSH					
	001-100-622	RPR/MAINT VEHICLES			49.53	
Purchase Order #:	0	Voucher #: 146702	Invoice #: 073928		56.38	
Invoice Description:	DISC \$1.15 #369 OIL/ FLTR/ WNDSHLD WSH					
	001-410-510	GAS/OIL			56.38	
Purchase Order #:	0	Voucher #: 146703	Invoice #: 073983		52.85	
Invoice Description:	DISC \$1.08 #321 OIL/ FLTR/ WNDSHLD WSH					
	001-410-510	GAS/OIL			52.85	
Purchase Order #:	0	Voucher #: 146704	Invoice #: 073984		66.88	
Invoice Description:	DISC \$1.36 #292 OIL/ FLTR					
	001-100-622	RPR/MAINT VEHICLES			66.88	
Purchase Order #:	0	Voucher #: 146852	Invoice #: 074099		60.02	
Invoice Description:	DISC \$1.23 #373 OIL/ FLTR					
	001-410-510	GAS/OIL			60.02	
Purchase Order #:	0	Voucher #: 146853	Invoice #: 074152		63.31	
Invoice Description:	DISC \$1.29 #794 OIL/ FLTRS					
	001-200-510	GAS/OIL			40.65	
	001-200-622	RPR/MAINT VEHICLES			22.66	
Purchase Order #:	0	Voucher #: 146854	Invoice #: 566378		4.65	
Invoice Description:	DISC \$0.10 #950 WHEEL BOLT					
	404-677-618	RPR/MAINT EQUIPMENT			4.65	
Purchase Order #:	0	Voucher #: 146958	Invoice #: 074030		60.02	
Invoice Description:	DISC \$1.23 #341 OIL/ FLTR					
	001-030-510	GAS/OIL			54.69	
	001-030-622	RPR/MAINT VEHICLES			5.33	
Purchase Order #:	0	Voucher #: 146959	Invoice #: 074154		33.76	
Invoice Description:	DISC \$0.69 #5160 OIL/ FLTR					
	001-410-510	GAS/OIL			33.76	
Purchase Order #:	0	Voucher #: 147147	Invoice #: 074029		66.88	
Invoice Description:	DISC \$1.36 #457 OIL/ FLTR					
	001-175-510	GAS/OIL			61.55	
	001-175-622	RPR/MAINT VEHICLES			5.33	
Purchase Order #:	0	Voucher #: 147148	Invoice #: 074098		66.88	
Invoice Description:	DISC \$1.36 #443 OIL/ FLTR					
	001-175-510	GAS/OIL			62.91	

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-175-622 RPR/MAINT VEHICLES			3.97
	Purchase Order #:	0 Voucher #: 147149	Invoice #: 074153		95.95
	Invoice Description:	DISC \$1.96 #410 OIL/ FLTR			
		001-175-510 GAS/OIL			77.51
		001-175-622 RPR/MAINT VEHICLES			18.44
	Purchase Order #:	0 Voucher #: 147150	Invoice #: 074291		66.88
	Invoice Description:	DISC \$1.96 #410 OIL/ FLTR			
		001-410-510 GAS/OIL			66.88
	Purchase Order #:	0 Voucher #: 147151	Invoice #: 074348		11.71
	Invoice Description:	DISC \$0.24 #901 OIL FLTR			
		404-677-622 RPR/MAINT VEHICLES			11.71
	Purchase Order #:	0 Voucher #: 147152	Invoice #: 074350		31.34
	Invoice Description:	DISC \$0.64 STK OIL FLTRS			
		001-200-516 SUPPLIES/OPERATING			31.34
	Purchase Order #:	0 Voucher #: 147153	Invoice #: 074415		54.72
	Invoice Description:	DISC \$1.12 #953 AIR/ OIL FLTRS			
		404-677-618 RPR/MAINT EQUIPMENT			54.72
	Purchase Order #:	0 Voucher #: 147274	Invoice #: 074573		43.44
	Invoice Description:	#0041 OIL/ AIR FLTRS			
		001-210-618 RPR/MAINT EQUIPMENT			43.44
*****	06/05/2024	5716 BALDWIN CTY VICTORY POLARIS LLC	Check	No	129.99
	Purchase Order #:	0 Voucher #: 146960	Invoice #: 9327		129.99
	Invoice Description:	#821 SWTCH KEY			
		001-301-618 RPR/MAINT EQUIPMENT			129.99
*****	06/05/2024	231 BALDWIN PORTABLE TOILETS	Check	No	2,935.00
	Purchase Order #:	240127 Voucher #: 146705	Invoice #: 295351		1,550.00
	Invoice Description:	4/30-5/06/24 FLD 7 TLTS			
		001-609-721 SPORTSPLEX			1,550.00
	Purchase Order #:	0 Voucher #: 147154	Invoice #: 289763		1,385.00
	Invoice Description:	FSTVL TOILETS			
		430-682-649 FESTIVALS EXPENSES			1,385.00
*****	06/05/2024	6325 BALDWIN SAND & GRAVEL LLC	Check	No	1,951.44
	Purchase Order #:	0 Voucher #: 147374	Invoice #: 59540		438.68
	Invoice Description:	36.71 T SAND			
		001-614-736 ROSEMARY TRAIL CABINS			438.68
	Purchase Order #:	0 Voucher #: 147375	Invoice #: 59612		1,091.04
	Invoice Description:	91.3 T SAND			
		001-614-736 ROSEMARY TRAIL CABINS			1,091.04
	Purchase Order #:	0 Voucher #: 147376	Invoice #: 59632		421.72
	Invoice Description:	35.29 T SAND			
		001-614-736 ROSEMARY TRAIL CABINS			421.72
*****	06/05/2024	219 BANK OF NEW YORK	Check	No	420,993.11
	Purchase Order #:	0 Voucher #: 147275	Invoice #: 42		167,093.11
	Invoice Description:	GO WARRANTS 2012			
		403-000-124 INTRA FUND TRANSFER			167,093.11
	Purchase Order #:	0 Voucher #: 147276	Invoice #: 2021-41		253,900.00
	Invoice Description:	GO WARRANTS 2012			
		001-000-805 TRANSFER TO DEBT SVS FUND			253,900.00
*****	06/05/2024	8269 BCC WASTE SOLUTIONS, LLC	Check	No	4,503.00
	Purchase Order #:	240152 Voucher #: 146855	Invoice #: 0000465541		1,725.00

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> 5/01-5/08/24 ROLLOFF SWAPS					
		404-677-612 PROFESSIONAL FEES			1,725.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146856	<i>Invoice #:</i> 0000465542		345.00
<i>Invoice Description:</i> 05/27/24 ROLLOFF SWAP					
		001-410-635 UTILITIES			345.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146857	<i>Invoice #:</i> 0000465544		345.00
<i>Invoice Description:</i> 05/27/24 ROLLOFF SWAP					
		001-614-734 SHOOTING RANGE			345.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147041	<i>Invoice #:</i> 0000466875		345.00
<i>Invoice Description:</i> 05/10/24 ROLLOFF SWAP					
		001-410-635 UTILITIES			345.00
<i>Purchase Order #:</i> 240152		<i>Voucher #:</i> 147155	<i>Invoice #:</i> 0000466874		1,743.00
<i>Invoice Description:</i> 05/07-05/14/24 ROLLOFF SWAPS					
		404-677-612 PROFESSIONAL FEES			1,743.00
***** 06/05/2024		240 BEARD EQUIPMENT COMPANY	Check	No	479.19
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146858	<i>Invoice #:</i> 1950820		479.19
<i>Invoice Description:</i> #813 OIL COOLER/ SHROUD					
		001-210-618 RPR/MAINT EQUIPMENT			479.19
***** 06/05/2024		3176 BEEBE'S ACTION MASTERS P.C.	Check	No	728.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146859	<i>Invoice #:</i> 629902		50.00
<i>Invoice Description:</i> HART BLDG					
		001-200-612 PROFESSIONAL FEES			50.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146860	<i>Invoice #:</i> 629995		30.00
<i>Invoice Description:</i> PUBLIC WKS BLDGS					
		404-677-612 PROFESSIONAL FEES			30.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146861	<i>Invoice #:</i> 630287		32.00
<i>Invoice Description:</i> FINANCE DEPT					
		001-020-616 RPR/MAINT PLANT/BLDGS			32.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146961	<i>Invoice #:</i> 629893		30.00
<i>Invoice Description:</i> COASTAL RES OFC					
		001-410-620 RPR/MAINT GROUNDS			30.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146962	<i>Invoice #:</i> 629894		30.00
<i>Invoice Description:</i> COMM CTR					
		411-681-620 RPR/MAINT GROUNDS			30.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146963	<i>Invoice #:</i> 629895		30.00
<i>Invoice Description:</i> WWLC					
		001-410-620 RPR/MAINT GROUNDS			30.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146964	<i>Invoice #:</i> 629898		50.00
<i>Invoice Description:</i> MUSIC BLDG					
		001-325-612 PROFESSIONAL FEES			50.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146965	<i>Invoice #:</i> 629899		30.00
<i>Invoice Description:</i> REC CTR					
		001-325-516 SUPPLIES/OPERATING			30.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146966	<i>Invoice #:</i> 629992		50.00
<i>Invoice Description:</i> FITNESS CTR					
		001-325-516 SUPPLIES/OPERATING			50.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146967	<i>Invoice #:</i> 630286		30.00
<i>Invoice Description:</i> COMM DEV					
		001-030-616 RPR/MAINT PLANT/BLDG			30.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146968	<i>Invoice #:</i> 630289		42.00
<i>Invoice Description:</i> SPORTSPLEX					
		001-301-616 RPR/MAINT PLANT/BLDGS			42.00

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & 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 #: 146969	Invoice #: 630290		36.00
Invoice Description:		OLD WDLF CTR			
	001-410-620	RPR/MAINT GROUNDS		36.00	
Purchase Order #:	0	Voucher #: 146970	Invoice #: 630291		50.00
Invoice Description:		BEACH BARN			
	001-410-620	RPR/MAINT GROUNDS		50.00	
Purchase Order #:	0	Voucher #: 146971	Invoice #: 630293		50.00
Invoice Description:		TRAIL BARN WADE PRPTY			
	001-410-620	RPR/MAINT GROUNDS		50.00	
Purchase Order #:	0	Voucher #: 147043	Invoice #: 629891		30.00
Invoice Description:		SR CTR			
	001-304-616	RPR/MAINT PLANT/BLDGS		30.00	
Purchase Order #:	0	Voucher #: 147044	Invoice #: 629892		30.00
Invoice Description:		ARTS CTR			
	430-682-612	PROFESSIONAL FEES		30.00	
Purchase Order #:	0	Voucher #: 147045	Invoice #: 630300		50.00
Invoice Description:		GOLF MNTC/ PRO SHOPS			
	001-303-616	RPR/MAINT PLANT/BLDGS		50.00	
Purchase Order #:	0	Voucher #: 147277	Invoice #: 630285		42.00
Invoice Description:		CITY HALL			
	001-001-616	RPR/MAINT PLANT/BLDGS		42.00	
Purchase Order #:	0	Voucher #: 147278	Invoice #: 630288		36.00
Invoice Description:		MED ARTS CTR			
	001-001-616	RPR/MAINT PLANT/BLDGS		36.00	
*****	06/05/2024	245 BELL STEEL COMPANY	Check	No	2,440.88
Purchase Order #:	0	Voucher #: 147156	Invoice #: 0085075		2,275.00
Invoice Description:		35 ALUM TUBES, 24'			
	001-614-734	SHOOTING RANGE		2,275.00	
Purchase Order #:	0	Voucher #: 147157	Invoice #: 0085109		165.88
Invoice Description:		4 ANGLE IRON PCS, 20'			
	001-608-720	ROADWAYS/PAVING/RESURFACE		165.88	
*****	06/05/2024	5667 TOM BIRKS	Check	No	140.00
Purchase Order #:	0	Voucher #: 146862	Invoice #: MC 21-30		140.00
Invoice Description:		S. M. FLOORE			
	001-010-612	PROFESSIONAL FEES		140.00	
*****	06/05/2024	8501 RICHARD BOLES	Check	No	66.25
Purchase Order #:	0	Voucher #: 146863	Invoice #: 240506		27.50
Invoice Description:		RMB CDL TEST			
	001-200-630	TRAINING/TRAVEL		27.50	
Purchase Order #:	0	Voucher #: 146864	Invoice #: 240508		38.75
Invoice Description:		RMB CDL PERMIT			
	001-200-630	TRAINING/TRAVEL		38.75	
*****	06/05/2024	284 BOUND TREE MEDICAL, LLC	Check	No	662.38
Purchase Order #:	0	Voucher #: 147046	Invoice #: 85351696		662.38
Invoice Description:		EMS SUPPLIES			
	001-175-516	SUPPLIES/OPERATING		662.38	
*****	06/05/2024	288 BOYETTS PORTABLE TOILETS	Check	No	175.00
Purchase Order #:	0	Voucher #: 146865	Invoice #: 313339		175.00
Invoice Description:		5/01-5/28/24 GOLF COURSE			
	001-210-614	RENTALS		75.00	

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-303-614 RENTALS			100.00
*****	06/05/2024	223 BSN SPORTS LLC	Check	No	4,674.18
	Purchase Order #: 0	Voucher #: 146866	Invoice #: 925717899		2,409.98
	Invoice Description: ALLSTAR UNIFORMS				
	001-301-516 SUPPLIES/OPERATING				2,409.98
	Purchase Order #: 0	Voucher #: 147048	Invoice #: 925752806		2,264.20
	Invoice Description: ALL STARS UNIFORMS				
	001-301-516 SUPPLIES/OPERATING				2,264.20
*****	06/05/2024	5359 BUDWEISER-BUSCH DIST. CO.	Check	No	541.95
	Purchase Order #: 0	Voucher #: 146706	Invoice #: 905541		541.95
	Invoice Description: BEER - RESALE				
	001-303-660 COST OF GOODS SOLD RETAIL				541.95
*****	06/05/2024	7891 CENTRAL SCREEN PRINTING, INC.	Check	No	1,490.00
	Purchase Order #: 0	Voucher #: 146707	Invoice #: 313590		1,490.00
	Invoice Description: SAIL CAMP SHIRTS				
	001-410-516 SUPPLIES/OPERATING				1,490.00
*****	06/05/2024	6437 CHAPTER 13 TRUSTEE	Check	No	317.50
	Purchase Order #: 0	Voucher #: 147279	Invoice #: 051724-TABB		317.50
	Invoice Description: 24-11011				
	001-000-104 GARNISHMENT/SAVINGS				317.50
*****	06/05/2024	7278 CINTAS CORPORATION NO. 2	Check	No	36.68
	Purchase Order #: 0	Voucher #: 147049	Invoice #: 4192576821		36.68
	Invoice Description: WEEKLY SERVICE				
	430-682-612 PROFESSIONAL FEES				36.68
*****	06/05/2024	351 CIRCUIT CLERK	Check	No	217.50
	Purchase Order #: 0	Voucher #: 147280	Invoice #: 051724-WHITE		217.50
	Invoice Description: 05-CV-2017-901105.00				
	001-000-104 GARNISHMENT/SAVINGS				217.50
*****	06/05/2024	8077 JUSTINE CLARKE	Check	No	144.55
	Purchase Order #: 0	Voucher #: 147050	Invoice #: 240517		144.55
	Invoice Description: RMB EVENT FOOD				
	001-304-516 SUPPLIES/OPERATING				144.55
*****	06/05/2024	6604 COASTAL INDUSTRIAL SUPPLY LLC	Check	No	647.22
	Purchase Order #: 0	Voucher #: 146867	Invoice #: 76134		555.25
	Invoice Description: REBAR- BAYOU ST JN				
	001-608-720 ROADWAYS/PAVING/RESURFACE				555.25
	Purchase Order #: 0	Voucher #: 146868	Invoice #: 76319		91.97
	Invoice Description: SFTY FNC/ CBL TIES				
	001-200-516 SUPPLIES/OPERATING				91.97
*****	06/05/2024	319 COCA-COLA BOTTLING CO	Check	No	15,172.42
	Purchase Order #: 0	Voucher #: 147051	Invoice #: 41386209020		403.92
	Invoice Description: BTTLD WATER				
	001-175-516 SUPPLIES/OPERATING				403.92
	Purchase Order #: 240267	Voucher #: 147158	Invoice #: 41386207005		14,768.50
	Invoice Description: CONCESSIONS				
	001-301-516 SUPPLIES/OPERATING				14,768.50
*****	06/05/2024	8322 COOPER FARM	Check	No	1,719.96
	Purchase Order #: 0	Voucher #: 146869	Invoice #: 1002		1,307.96

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05/30/2024 2:55:41PM

Page 12 of 45

ap-check-register

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> FRT/ CTRS/ BRRY TREES					
	001-410-620	RPR/MAINT GROUNDS			1,307.96
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146870	<i>Invoice #:</i> 1005		312.00
<i>Invoice Description:</i> PLANTS					
	001-410-620	RPR/MAINT GROUNDS			312.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146871	<i>Invoice #:</i> 1006		100.00
<i>Invoice Description:</i> RVR BRCH TREES					
	001-410-620	RPR/MAINT GROUNDS			100.00
*****	06/05/2024	3175 RIO STARK CORDY	Check	No	1,876.95
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147159	<i>Invoice #:</i> 240514		1,876.95
<i>Invoice Description:</i> 'CRNVL OF ANIMALS'					
	001-000-339	PERFORMING ARTS CENTER			1,876.95
*****	06/05/2024	7005 COUCH AGGREGATES LLC	Check	No	9,493.06
<i>Purchase Order #:</i>	240225	<i>Voucher #:</i> 147160	<i>Invoice #:</i> 136487		9,493.06
<i>Invoice Description:</i> 231.2 TON RECYCLED CNCRT					
	001-604-710	POLICE STATION CONSTRUCTI			9,493.06
*****	06/05/2024	425 MICHAEL A. DASINGER III	Check	No	3,333.33
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146708	<i>Invoice #:</i> 240503		3,333.33
<i>Invoice Description:</i> MAY 2024					
	001-010-612	PROFESSIONAL FEES			3,333.33
*****	06/05/2024	5173 SPENCER E. DAVIS, JR. P.C.	Check	No	4,600.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146709	<i>Invoice #:</i> 12508		4,600.00
<i>Invoice Description:</i> MAY 2024					
	001-010-612	PROFESSIONAL FEES			4,600.00
*****	06/05/2024	444 DENNIS ALUMINUM PRODUCTS	Check	No	1,820.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146872	<i>Invoice #:</i> 24323		1,820.00
<i>Invoice Description:</i> SHOOTING PEDESTALS					
	001-614-734	SHOOTING RANGE			1,820.00
*****	06/05/2024	5863 DIRECTV	Check	No	160.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146972	<i>Invoice #:</i> 081459343X240514		160.99
<i>Invoice Description:</i> MAY 24					
	403-676-635	UTILITIES			137.99
	001-301-635	UTILITIES			23.00
*****	06/05/2024	6470 DIVE PROS	Check	No	784.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147161	<i>Invoice #:</i> 290100088654		784.00
<i>Invoice Description:</i> SCUBA PARTS/ MAINT					
	001-175-618	RPR MAINT/EQUIPMENT			784.00
*****	06/05/2024	8306 DIVERS SUPPLY	Check	No	629.55
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147052	<i>Invoice #:</i> 1000293351-01		629.55
<i>Invoice Description:</i> TRNSDCR KIT/ BTTRY CHG KIT					
	001-175-618	RPR MAINT/EQUIPMENT			629.55
*****	06/05/2024	482 DOWN UNDER DIVE SHOP--DIVE VENTURES LLC	Check	No	698.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147162	<i>Invoice #:</i> INV965		698.00
<i>Invoice Description:</i> H LANFORD TRAINING					
	001-100-630	TRAINING/TRAVEL			698.00
*****	06/05/2024	7710 MARQUISE B. ELSTON	Check	No	250.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146827	<i>Invoice #:</i> 240510		125.00
<i>Invoice Description:</i> TTL BDY FIT/ TTL BDY EXTRM					

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-325-612 PROFESSIONAL FEES			125.00
	Purchase Order #:	0	Voucher #: 147019	Invoice #: 240517	125.00
	Invoice Description:	TTL BDY FIT/ TTL BDY EXTRM			
		001-325-612 PROFESSIONAL FEES			125.00
*****	06/05/2024	539 EMPIRE PIPE & SUPPLY CO	Check	No	91.08
	Purchase Order #:	240173	Voucher #: 147281	Invoice #: 2149933	91.08
	Invoice Description:	PLSTC BOXES/ ADPTRS			
		001-614-736 ROSEMARY TRAIL CABINS			91.08
*****	06/05/2024	8433 EMS MANAGEMENT & CONSULTANTS, INC.	Check	No	1,363.71
	Purchase Order #:	0	Voucher #: 147163	Invoice #: EMS-004138	1,363.71
	Invoice Description:	APRIL 2024			
		001-175-612 PROFESSIONAL FEES			1,363.71
*****	06/05/2024	164 ENVIRONMENTAL RESOURCE ASC	Check	No	519.98
	Purchase Order #:	0	Voucher #: 147283	Invoice #: 076938	519.98
	Invoice Description:	DRM-QA MINI-SETS/ NUTRIENTS			
		403-676-612 PROFESSIONAL FEES			519.98
*****	06/05/2024	1909 EUROFINS ENVIRONMENT TESTING SOUTHEAST	Check	No	305.00
	Purchase Order #:	0	Voucher #: 146973	Invoice #: 4000140569	305.00
	Invoice Description:	MONTHLY TESTING			
		403-676-612 PROFESSIONAL FEES			305.00
*****	06/05/2024	3170 FERGUSON ENTERPRISES, INC #1204	Check	No	4,953.00
	Purchase Order #:	0	Voucher #: 147285	Invoice #: 1531751	1,233.00
	Invoice Description:	8x6' SPOOL			
		403-676-516 SUPPLIES/OPERATING			1,233.00
	Purchase Order #:	240271	Voucher #: 147286	Invoice #: 1534758	3,720.00
	Invoice Description:	NPPLS/ PIPE/ ADPTRS/ FLG PKGS			
		403-676-516 SUPPLIES/OPERATING			3,720.00
*****	06/05/2024	5703 FIRECOM	Check	No	945.00
	Purchase Order #:	0	Voucher #: 147053	Invoice #: INV353335	945.00
	Invoice Description:	HEADSET REPAIR			
		001-175-622 RPR/MAINT VEHICLES			945.00
*****	06/05/2024	3612 FIRST CALL	Check	No	2,013.25
	Purchase Order #:	0	Voucher #: 146710	Invoice #: 1133-236541	-160.00
	Invoice Description:	CRDTS- CORE RETURNS			
		001-100-622 RPR/MAINT VEHICLES			-90.00
		001-175-622 RPR/MAINT VEHICLES			-70.00
	Purchase Order #:	0	Voucher #: 146711	Invoice #: 1133-237715	47.94
	Invoice Description:	#238 OIL			
		001-100-622 RPR/MAINT VEHICLES			47.94
	Purchase Order #:	0	Voucher #: 146712	Invoice #: 1133-238518	52.35
	Invoice Description:	#337 OIL/ FLTR			
		001-410-510 GAS/OIL			52.35
	Purchase Order #:	0	Voucher #: 146713	Invoice #: 1133-238714	-90.00
	Invoice Description:	CRDT- #241 CORE RETURNS			
		001-100-622 RPR/MAINT VEHICLES			-90.00
	Purchase Order #:	0	Voucher #: 146714	Invoice #: 1133-239313	470.87
	Invoice Description:	#227 AC CMPRSSR/ CNDNSR/ EXPN VLVS			
		001-100-622 RPR/MAINT VEHICLES			470.87
	Purchase Order #:	0	Voucher #: 146715	Invoice #: 1133-239316	25.54

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> #292 SWAY LINK KITS					
001-100-622		RPR/MAINT VEHICLES			25.54
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146716	<i>Invoice #:</i> 1133-239538		16.82
<i>Invoice Description:</i> #292 HEAD LT BULB					
001-100-622		RPR/MAINT VEHICLES			16.82
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146717	<i>Invoice #:</i> 1133-239558		14.30
<i>Invoice Description:</i> #321 AIR FLTR					
001-410-622		RPR/MAINT VEHICLES			14.30
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146718	<i>Invoice #:</i> 1133-239561		271.96
<i>Invoice Description:</i> #260 BRK RTRS/ PADS					
001-100-622		RPR/MAINT VEHICLES			271.96
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146719	<i>Invoice #:</i> 1133-239602		77.89
<i>Invoice Description:</i> #227 AC HOSE ASSM					
001-100-622		RPR/MAINT VEHICLES			77.89
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146720	<i>Invoice #:</i> 5491-295914		51.60
<i>Invoice Description:</i> GRS GUN/ TRLR LKNG PINS/ GRS					
001-100-622		RPR/MAINT VEHICLES			51.60
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146721	<i>Invoice #:</i> 5491-295932		46.55
<i>Invoice Description:</i> TIRE SHINE					
001-100-622		RPR/MAINT VEHICLES			46.55
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146873	<i>Invoice #:</i> 1133-237704		143.62
<i>Invoice Description:</i> #115 BATTERY					
001-375-510		GAS/OIL			143.62
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146874	<i>Invoice #:</i> 1133-239315		697.52
<i>Invoice Description:</i> #321 BRK RTRS/ CLPRS/ PADS					
001-410-622		RPR/MAINT VEHICLES			697.52
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146875	<i>Invoice #:</i> 1133-239606		111.75
<i>Invoice Description:</i> #777 ALTRNTR					
001-200-622		RPR/MAINT VEHICLES			111.75
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146876	<i>Invoice #:</i> 1133-239757		-160.00
<i>Invoice Description:</i> CRDT #321 CORE RETURNS					
001-410-622		RPR/MAINT VEHICLES			-160.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146877	<i>Invoice #:</i> 1133-239858		8.78
<i>Invoice Description:</i> #327 SPARK PLUGS					
001-410-618		RPR/MAINT EQUIPMENT			8.78
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146878	<i>Invoice #:</i> 1133-240141		46.99
<i>Invoice Description:</i> MIG WLDR WIRE					
001-200-516		SUPPLIES/OPERATING			46.99
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146879	<i>Invoice #:</i> 5491-297672		17.99
<i>Invoice Description:</i> PUMP - TRL SHOP					
001-410-516		SUPPLIES/OPERATING			17.99
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147054	<i>Invoice #:</i> 1133-236853		-174.00
<i>Invoice Description:</i> CRDT- CORE RETURNS					
001-100-622		RPR/MAINT VEHICLES			-32.00
001-175-622		RPR/MAINT VEHICLES			-88.00
001-200-622		RPR/MAINT VEHICLES			-32.00
001-210-618		RPR/MAINT EQUIPMENT			-22.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147055	<i>Invoice #:</i> 1133-241463		265.03
<i>Invoice Description:</i> #323 IGN COIL SET/ SPK PLGS/ FLTR					
001-030-622		RPR/MAINT VEHICLES			265.03
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147056	<i>Invoice #:</i> 1133-241464		9.63
<i>Invoice Description:</i> #323 MANIFOLD SET					
001-030-622		RPR/MAINT VEHICLES			9.63

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & 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 #: 147057	Invoice #: 5491-298143		13.99
Invoice Description:		TUBING BENDER			
	001-410-516	SUPPLIES/OPERATING		13.99	
Purchase Order #:	0	Voucher #: 147164	Invoice #: 1133-239271		5.51
Invoice Description:		#439 OIL FLTR			
	001-175-622	RPR/MAINT VEHICLES		5.51	
Purchase Order #:	0	Voucher #: 147165	Invoice #: 1133-241274		-149.20
Invoice Description:		CRDT- #769 CORE, WHL CYLND RTRN			
	001-200-622	RPR/MAINT VEHICLES		-149.20	
Purchase Order #:	0	Voucher #: 147166	Invoice #: 1133-241622		5.05
Invoice Description:		#708 TAIL LIGHT			
	404-677-622	RPR/MAINT VEHICLES		5.05	
Purchase Order #:	0	Voucher #: 147167	Invoice #: 1133-241623		20.90
Invoice Description:		#729 WIPER BLDS			
	001-200-622	RPR/MAINT VEHICLES		20.90	
Purchase Order #:	0	Voucher #: 147168	Invoice #: 1133-241624		13.22
Invoice Description:		#956 FOG LIGHT			
	404-677-618	RPR/MAINT EQUIPMENT		13.22	
Purchase Order #:	0	Voucher #: 147169	Invoice #: 1133-241919		18.61
Invoice Description:		#708 COOLNT TMP SNSR/ CNNCTR			
	404-677-622	RPR/MAINT VEHICLES		18.61	
Purchase Order #:	0	Voucher #: 147170	Invoice #: 5491-298419		202.07
Invoice Description:		#368 BATTERY			
	001-410-622	RPR/MAINT VEHICLES		202.07	
Purchase Order #:	0	Voucher #: 147287	Invoice #: 1133-242049		29.98
Invoice Description:		#323 LUBE GUARD			
	001-030-622	RPR/MAINT VEHICLES		29.98	
Purchase Order #:	0	Voucher #: 147288	Invoice #: 5491-297367		59.99
Invoice Description:		#459 REFRGRNT			
	001-175-507	EQUIPMENT/SMALL		59.99	
*****	06/05/2024	6575 FIRST CITY ARTS ALLIANCE, INC	Check	No	688.00
Purchase Order #:	0	Voucher #: 147058	Invoice #: 0024170		688.00
Invoice Description:		CLAY			
	430-682-659	RESALE INV/CENTER		688.00	
*****	06/05/2024	6850 FORTILINE WATERWORKS	Check	No	4,491.56
Purchase Order #:	0	Voucher #: 146880	Invoice #: 6499262		376.29
Invoice Description:		MCHNCL JNT WDG RSTRTS/ TEES			
	001-614-736	ROSEMARY TRAIL CABINS		376.29	
Purchase Order #:	0	Voucher #: 146881	Invoice #: 6503089		457.67
Invoice Description:		MCHNCL JNT WDG RSTRTS/ JNT			
	001-614-736	ROSEMARY TRAIL CABINS		457.67	
Purchase Order #:	0	Voucher #: 146882	Invoice #: 6503885		1,626.60
Invoice Description:		PIPE			
	001-614-736	ROSEMARY TRAIL CABINS		1,626.60	
Purchase Order #:	0	Voucher #: 146883	Invoice #: 6504025		2,031.00
Invoice Description:		NON-WVN FABRIC			
	001-608-720	ROADWAYS/PAVING/RESURFACE		2,031.00	
*****	06/05/2024	6493 BARBARA J. FRANCEZ	Check	No	210.00
Purchase Order #:	0	Voucher #: 146828	Invoice #: 240510		90.00
Invoice Description:		CARDIO DANCE			
	001-325-612	PROFESSIONAL FEES		90.00	

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & 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 #: 147020	Invoice #: 240517		120.00
Invoice Description:		CARDIO DANCE			
	001-325-612	PROFESSIONAL FEES			120.00
*****	06/05/2024	8312 FULL COMPASS SYSTEMS LTD.	Check	No	3,259.41
Purchase Order #:	240222	Voucher #: 146884	Invoice #: INC02512118		553.41
Invoice Description:		'DRM,ALC,VSNS' MICS			
	001-375-636	PRODUCTION COST			184.47
	001-375-636	PRODUCTION COST			184.47
	001-375-636	PRODUCTION COST			184.47
Purchase Order #:	240222	Voucher #: 146885	Invoice #: INC02512755		2,706.00
Invoice Description:		'DRM,ALC,VSNS' MICS			
	001-375-636	PRODUCTION COST			902.00
	001-375-636	PRODUCTION COST			902.00
	001-375-636	PRODUCTION COST			902.00
*****	06/05/2024	710 GALLS, LLC	Check	No	784.97
Purchase Order #:	0	Voucher #: 146722	Invoice #: 027693210		93.05
Invoice Description:		SHIRT			
	001-100-540	UNIFORMS			93.05
Purchase Order #:	0	Voucher #: 146723	Invoice #: 027723396		79.99
Invoice Description:		OXFORD SHOES			
	001-110-540	UNIFORMS			79.99
Purchase Order #:	0	Voucher #: 146724	Invoice #: 027747353		99.15
Invoice Description:		SAFETY VESTS			
	001-100-540	UNIFORMS			99.15
Purchase Order #:	0	Voucher #: 146725	Invoice #: 027771802		56.16
Invoice Description:		SHIRT			
	001-100-540	UNIFORMS			56.16
Purchase Order #:	0	Voucher #: 146726	Invoice #: 027771876		409.98
Invoice Description:		ARMOR SKINS			
	001-110-540	UNIFORMS			409.98
Purchase Order #:	0	Voucher #: 147059	Invoice #: 027927753		23.32
Invoice Description:		NAMETAG- GANT			
	001-175-540	UNIFORMS			23.32
Purchase Order #:	0	Voucher #: 147171	Invoice #: 027867441		23.32
Invoice Description:		NAMETAG			
	001-175-540	UNIFORMS			23.32
*****	06/05/2024	5100 JOHN B GAMBLE, PC	Check	No	1,071.00
Purchase Order #:	0	Voucher #: 146887	Invoice #: MC 2024-74		469.00
Invoice Description:		H THOMAS III			
	001-010-612	PROFESSIONAL FEES			469.00
Purchase Order #:	0	Voucher #: 146888	Invoice #: TR 23-1242		259.00
Invoice Description:		D. NICHOLS			
	001-010-612	PROFESSIONAL FEES			259.00
Purchase Order #:	0	Voucher #: 146889	Invoice #: TR 2024-175		343.00
Invoice Description:		M. HOLLOWAY			
	001-010-612	PROFESSIONAL FEES			343.00
*****	06/05/2024	706 G&J POWER EQUIPMENT INC	Check	No	790.57
Purchase Order #:	0	Voucher #: 146890	Invoice #: 667207		168.09
Invoice Description:		PSH MWR FLTR REPL/ GSKT INSLTR			
	001-410-618	RPR/MAINT EQUIPMENT			168.09
Purchase Order #:	0	Voucher #: 146891	Invoice #: 667220		336.00

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> #1575,1570 MWR BLADES					
001-200-516		SUPPLIES/OPERATING			336.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146892	<i>Invoice #:</i> 667221		48.00
<i>Invoice Description:</i> #5160 MWR BLADES					
001-410-618		RPR/MAINT EQUIPMENT			48.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146893	<i>Invoice #:</i> 667222		50.97
<i>Invoice Description:</i> #873 MWR BLADES					
001-301-618		RPR/MAINT EQUIPMENT			50.97
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147172	<i>Invoice #:</i> 667387		131.94
<i>Invoice Description:</i> STK MOWER BLADES					
001-210-516		SUPPLIES/OPERATING			131.94
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147289	<i>Invoice #:</i> 667477		55.57
<i>Invoice Description:</i> BKPK BLWR BKPLATE					
001-200-618		RPR/MAINT EQUIPMENT			55.57
*****	06/05/2024	723 GNG PLUMBING	Check	No	6,875.58
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146727	<i>Invoice #:</i> 325966		30.62
<i>Invoice Description:</i> CNNCTRS/ CONDUIT					
001-410-620		RPR/MAINT GROUNDS			30.62
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146728	<i>Invoice #:</i> 326100		2.09
<i>Invoice Description:</i> ELBOW					
001-303-507		EQUIPMENT/SMALL			2.09
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146729	<i>Invoice #:</i> 326177		18.99
<i>Invoice Description:</i> GLOVES					
001-410-516		SUPPLIES/OPERATING			18.99
<i>Purchase Order #:</i> 240253		<i>Voucher #:</i> 146894	<i>Invoice #:</i> I-61885-2		3,116.98
<i>Invoice Description:</i> 1 GRNDR PUMP					
001-614-736		ROSEMARY TRAIL CABINS			3,116.98
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146895	<i>Invoice #:</i> 326427		553.04
<i>Invoice Description:</i> PEX BLL VLVS/ DRP EAR PEX/ HOSE BIBBS					
001-614-736		ROSEMARY TRAIL CABINS			553.04
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146974	<i>Invoice #:</i> I-62011-2		562.50
<i>Invoice Description:</i> SHOWER RPR					
001-325-616		RPR/MAINT PLANT/BLDGS			562.50
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146975	<i>Invoice #:</i> I-62565-1		224.75
<i>Invoice Description:</i> GRNDR PUMP CLN					
001-410-652		STATE PARK EXPENSES			224.75
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146976	<i>Invoice #:</i> 326063		121.41
<i>Invoice Description:</i> PVC CPLNGS/ ELBWS/ PIPE					
403-676-516		SUPPLIES/OPERATING			121.41
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146977	<i>Invoice #:</i> 326198		96.23
<i>Invoice Description:</i> BRSS VLV/ SPRY PNT/ GALV NPPLS					
403-676-516		SUPPLIES/OPERATING			96.23
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146978	<i>Invoice #:</i> 326362		31.98
<i>Invoice Description:</i> ADHESIVES					
001-303-507		EQUIPMENT/SMALL			31.98
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146979	<i>Invoice #:</i> 326417		48.86
<i>Invoice Description:</i> PVC PIPE/ ADPTRS/ CPLNGS					
403-676-516		SUPPLIES/OPERATING			48.86
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146980	<i>Invoice #:</i> 326418		8.38
<i>Invoice Description:</i> ELBOWS					
403-676-516		SUPPLIES/OPERATING			8.38
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146981	<i>Invoice #:</i> 326399		37.97

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> SPRY ADHSV/ SPCKLNG					
	001-303-507	EQUIPMENT/SMALL			37.97
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147060	<i>Invoice #:</i> 326558		3.99
<i>Invoice Description:</i> SCREWS/ BOLTS/ NUTS					
	001-303-507	EQUIPMENT/SMALL			3.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147173	<i>Invoice #:</i> 326410		3.53
<i>Invoice Description:</i> NUTS/ BOLTS					
	001-200-516	SUPPLIES/OPERATING			3.53
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147174	<i>Invoice #:</i> 326509		109.11
<i>Invoice Description:</i> ROTORS/ VLV BOX/ CPLNGS/ SPRNKL R BDIES					
	001-608-756	BEAVER CREEK SIDEWALKS			109.11
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147175	<i>Invoice #:</i> 326546		8.98
<i>Invoice Description:</i> PVC PIPE/ SLIP CAP					
	001-200-516	SUPPLIES/OPERATING			8.98
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147176	<i>Invoice #:</i> 326572		172.31
<i>Invoice Description:</i> CPLNGS/ SPIG/ ADPTR/ ELBOW					
	001-210-516	SUPPLIES/OPERATING			172.31
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147290	<i>Invoice #:</i> I-62339-1		369.45
<i>Invoice Description:</i> MED ARTS BLDG GRNDR PMP RPR					
	001-001-616	RPR/MAINT PLANT/BLDGS			369.45
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147291	<i>Invoice #:</i> 326459		75.97
<i>Invoice Description:</i> GATE VLV/ CPLNGS					
	403-676-516	SUPPLIES/OPERATING			75.97
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147292	<i>Invoice #:</i> 326460		4.38
<i>Invoice Description:</i> ML ADPTRS					
	403-676-516	SUPPLIES/OPERATING			4.38
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147293	<i>Invoice #:</i> 326484		68.81
<i>Invoice Description:</i> TUBING CTR/ CPLNGS/ TALONS					
	001-614-736	ROSEMARY TRAIL CABINS			68.81
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147294	<i>Invoice #:</i> 326542		961.51
<i>Invoice Description:</i> FM CR PVC PIPE/ DWV SNTRY TEES/ ELBWS					
	001-614-736	ROSEMARY TRAIL CABINS			961.51
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147295	<i>Invoice #:</i> 326583		51.49
<i>Invoice Description:</i> GALV STRAPS					
	001-614-736	ROSEMARY TRAIL CABINS			51.49
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147296	<i>Invoice #:</i> 326649		192.25
<i>Invoice Description:</i> DWV SNTRY ELBOWS					
	001-614-736	ROSEMARY TRAIL CABINS			192.25
*****	06/05/2024	7372 GO BATTERY	Check	No	428.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147177	<i>Invoice #:</i> 32043		428.00
<i>Invoice Description:</i> GLF CRT #19 STRNG SHFT/ BOX ASSM					
	001-210-618	RPR/MAINT EQUIPMENT			428.00
*****	06/05/2024	744 GOODYEAR AUTO SERVICE	Check	No	580.40
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146896	<i>Invoice #:</i> 0000036602		580.40
<i>Invoice Description:</i> #337 TIRES					
	001-410-622	RPR/MAINT VEHICLES			580.40
*****	06/05/2024	5855 GREENSOUTH SOLUTIONS LLC	Check	No	90,367.02
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146730	<i>Invoice #:</i> 3986		90,367.02
<i>Invoice Description:</i> BIOSOLIDS CONV MGMT					
	403-676-635	UTILITIES			90,367.02
*****	06/05/2024	7813 GULF COAST EZ DOCK AND LIFT, LLC	Check	No	118.65

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & 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 #: 146731 Invoice #: 1771			118.65
		Invoice Description: COUPLER SETS			
		001-410-620 RPR/MAINT GROUNDS			118.65
*****	06/05/2024	5627 GULF COAST ORGANIC, INC	Check	No	215.00
		Purchase Order #: 0 Voucher #: 147178 Invoice #: 50254			215.00
		Invoice Description: SPRAYER			
		001-210-516 SUPPLIES/OPERATING			215.00
*****	06/05/2024	789 GULF SHORES POWER SPORTS	Check	No	183.92
		Purchase Order #: 0 Voucher #: 146732 Invoice #: 95367719			183.92
		Invoice Description: #232/ #202 OIL/ FLTRS/ O-RNGS			
		001-100-622 RPR/MAINT VEHICLES			183.92
*****	06/05/2024	792 GULF STATES DISTRIBUTORS	Check	No	589.75
		Purchase Order #: 0 Voucher #: 146733 Invoice #: 1466514-IN			119.00
		Invoice Description: PANTS/ SHORTS			
		001-100-540 UNIFORMS			119.00
		Purchase Order #: 0 Voucher #: 147061 Invoice #: 1466870-IN			113.00
		Invoice Description: PANTS			
		001-100-540 UNIFORMS			113.00
		Purchase Order #: 0 Voucher #: 147062 Invoice #: 1467025-IN			158.00
		Invoice Description: COLLAR BRASS			
		001-175-540 UNIFORMS			158.00
		Purchase Order #: 0 Voucher #: 147179 Invoice #: 1466331-IN			159.80
		Invoice Description: SHIRTS			
		001-175-540 UNIFORMS			159.80
		Purchase Order #: 0 Voucher #: 147180 Invoice #: 1466698-IN			39.95
		Invoice Description: SHIRT			
		001-175-540 UNIFORMS			39.95
*****	06/05/2024	6811 GYM-WORX, LLC	Check	No	3,595.08
		Purchase Order #: 240231 Voucher #: 146734 Invoice #: 1477421			3,595.08
		Invoice Description: RMV/ TRNSPRT EQPMNT TO SCHL			
		001-325-507 EQUIPMENT/SMALL			3,595.08
*****	06/05/2024	833 HAYNES EMERGENCY LIGHTING	Check	No	1,325.50
		Purchase Order #: 0 Voucher #: 147063 Invoice #: 2400450-IN			1,325.50
		Invoice Description: #24-214 RHINO LINING			
		001-100-622 RPR/MAINT VEHICLES			1,325.50
*****	06/05/2024	1335 HENRY SCHEIN INC	Check	No	1,879.06
		Purchase Order #: 0 Voucher #: 147181 Invoice #: 80767946			865.15
		Invoice Description: EMS SUPPLIES			
		001-175-516 SUPPLIES/OPERATING			865.15
		Purchase Order #: 0 Voucher #: 147182 Invoice #: 83009476			60.62
		Invoice Description: EMS SUPPLIES			
		001-175-516 SUPPLIES/OPERATING			60.62
		Purchase Order #: 0 Voucher #: 147183 Invoice #: 83348342			110.60
		Invoice Description: EMS SUPPLIES			
		001-175-516 SUPPLIES/OPERATING			110.60
		Purchase Order #: 0 Voucher #: 147184 Invoice #: 83799726			401.55
		Invoice Description: EMS SUPPLIES			
		001-175-516 SUPPLIES/OPERATING			401.55
		Purchase Order #: 0 Voucher #: 147185 Invoice #: 83799727			441.14
		Invoice Description: EMS SUPPLIES			

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-175-516 SUPPLIES/OPERATING			441.14
*****	06/05/2024	8310 JOAN G. HILL	Check	No	120.00
	Purchase Order #: 0	Voucher #: 146982	Invoice #: 049		30.00
	Invoice Description:	WTR FITNESS CLASS			
	001-302-612 PROFESSIONAL FEES				30.00
	Purchase Order #: 0	Voucher #: 146983	Invoice #: 050		90.00
	Invoice Description:	WTR FITNESS CLASSES			
	001-302-612 PROFESSIONAL FEES				90.00
*****	06/05/2024	3579 HOBBY LOBBY	Check	No	158.70
	Purchase Order #: 0	Voucher #: 146886	Invoice #: 131155722		80.02
	Invoice Description:	'ALC' FABRIC/ FOAM			
	001-375-636 PRODUCTION COST				80.02
	Purchase Order #: 0	Voucher #: 147297	Invoice #: 131450216		78.68
	Invoice Description:	'ALC' FABRIC/ NDL ART			
	001-375-636 PRODUCTION COST				78.68
*****	06/05/2024	7822 ICE PLANT, INC.	Check	No	956.70
	Purchase Order #: 0	Voucher #: 146744	Invoice #: 28-470985		313.20
	Invoice Description:	216 BAGS ICE			
	001-301-516 SUPPLIES/OPERATING				313.20
	Purchase Order #: 0	Voucher #: 146897	Invoice #: 28-470982		216.00
	Invoice Description:	144 BAGS ICE			
	001-210-516 SUPPLIES/OPERATING				116.00
	404-677-516 SUPPLIES/OPERATING				100.00
	Purchase Order #: 0	Voucher #: 147064	Invoice #: 28-471062		130.50
	Invoice Description:	90 BAGS ICE			
	001-301-516 SUPPLIES/OPERATING				130.50
	Purchase Order #: 0	Voucher #: 147298	Invoice #: 28-471059		297.00
	Invoice Description:	198 BAGS ICE			
	001-200-516 SUPPLIES/OPERATING				100.00
	001-210-516 SUPPLIES/OPERATING				100.00
	404-677-516 SUPPLIES/OPERATING				97.00
*****	06/05/2024	230 IMPERIAL DADE	Check	No	2,371.98
	Purchase Order #: 0	Voucher #: 146745	Invoice #: 16572999		-124.02
	Invoice Description:	CRDT- BODY WASH/ DSPNSR			
	001-302-513 SUPPLIES/JANITORIAL				-124.02
	Purchase Order #: 0	Voucher #: 146746	Invoice #: 16599249		2,157.00
	Invoice Description:	DISINF WIPES/ P-TWLS/ FLR CLNR			
	001-325-513 SUPPLIES/JANITORIAL				2,157.00
	Purchase Order #: 0	Voucher #: 146747	Invoice #: 16617386		233.00
	Invoice Description:	SHMPOO/ BDY WSH			
	001-302-513 SUPPLIES/JANITORIAL				233.00
	Purchase Order #: 0	Voucher #: 146748	Invoice #: 16645979		166.50
	Invoice Description:	P-TOWELS			
	001-325-513 SUPPLIES/JANITORIAL				166.50
	Purchase Order #: 0	Voucher #: 146749	Invoice #: 16654117		-60.50
	Invoice Description:	CRDT- P-TWLS			
	001-325-513 SUPPLIES/JANITORIAL				-60.50
*****	06/05/2024	940 INTERSTATE PRINTING & GRAPHICS INC	Check	No	144.00
	Purchase Order #: 0	Voucher #: 147186	Invoice #: 44169		48.00
	Invoice Description:	W SPEED BIZ CRDS			

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-410-516 SUPPLIES/OPERATING			48.00
		Purchase Order #: 0 Voucher #: 147187 Invoice #: 44170			48.00
		Invoice Description: WLDLF CTR BIZ CRDS			
		001-410-516 SUPPLIES/OPERATING			48.00
		Purchase Order #: 0 Voucher #: 147188 Invoice #: 44171			48.00
		Invoice Description: H BROWN BIZ CRDS			
		001-410-516 SUPPLIES/OPERATING			48.00
*****	06/05/2024	3394 JASPER ENGINES & TRANSMISSIONS	Check	No	7,268.00
		Purchase Order #: 240241 Voucher #: 146750 Invoice #: 13397753			3,634.00
		Invoice Description: #290 TRNSMSSN			
		001-100-622 RPR/MAINT VEHICLES			3,634.00
		Purchase Order #: 240243 Voucher #: 146751 Invoice #: 13397755			3,634.00
		Invoice Description: #291 TRNSMSSN			
		001-100-622 RPR/MAINT VEHICLES			3,634.00
*****	06/05/2024	871 JIM HOUSE & ASSOCIATES	Check	No	1,665.00
		Purchase Order #: 0 Voucher #: 147299 Invoice #: 23027			1,665.00
		Invoice Description: RELAYS			
		403-676-516 SUPPLIES/OPERATING			1,665.00
*****	06/05/2024	7638 JOHN G WALTON CONSTRUCTION CO., INC	Check	No	198,520.38
		Purchase Order #: 0 Voucher #: 147300 Invoice #: 20			171,972.19
		Invoice Description: CANAL RD #20- RESTORE PORTION			
		001-615-703 RESTORE - CANAL ROAD EAST			171,972.19
		Purchase Order #: 0 Voucher #: 147301 Invoice #: 20A			26,548.19
		Invoice Description: CANAL RD #20- CITY PORTION			
		001-615-703 RESTORE - CANAL ROAD EAST			26,548.19
*****	06/05/2024	4035 JOHNSON WELL DRILLING LLC	Check	No	21,960.00
		Purchase Order #: 240149 Voucher #: 146752 Invoice #: 5614			8,000.00
		Invoice Description: 4" WELL- COMMUNITY GARDEN			
		001-410-507 EQUIPMENT/SMALL			8,000.00
		Purchase Order #: 240172 Voucher #: 146984 Invoice #: 5615			13,960.00
		Invoice Description: 4" WELL/ 5HP PUMP			
		001-614-734 SHOOTING RANGE			13,960.00
*****	06/05/2024	8365 JUSTIN BEASLEY CONSTRUCTION, LLC	Check	No	500.00
		Purchase Order #: 0 Voucher #: 147190 Invoice #: 25			500.00
		Invoice Description: WTR WELL TNK PAD			
		001-614-734 SHOOTING RANGE			500.00
*****	06/05/2024	1105 KENTWOOD SPRINGS WATER CO	Check	No	286.09
		Purchase Order #: 0 Voucher #: 147191 Invoice #: 19478530 051724			286.09
		Invoice Description: WTR COOLERS			
		001-410-516 SUPPLIES/OPERATING			286.09
*****	06/05/2024	6445 LAMAR COMPANIES	Check	No	950.00
		Purchase Order #: 0 Voucher #: 146753 Invoice #: 115909368			950.00
		Invoice Description: FOLEY/ MBL DGTL BLLTN			
		001-410-650 AUDUBON			950.00
*****	06/05/2024	5305 LAZZARI TRUCK REPAIR, INC.	Check	No	9,663.61
		Purchase Order #: 0 Voucher #: 147192 Invoice #: W41457			613.95
		Invoice Description: #732 DOT INSP			
		001-200-622 RPR/MAINT VEHICLES			613.95
		Purchase Order #: 0 Voucher #: 147193 Invoice #: W41458			239.48

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Page 22 of 45

ap-check-register

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> #729 DOT INSP					
	001-200-622	RPR/MAINT VEHICLES			239.48
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147194	<i>Invoice #:</i> W41461		2,203.97
<i>Invoice Description:</i> #903 RPR/ REGEN/ DOT INSP					
	404-677-622	RPR/MAINT VEHICLES			2,203.97
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147195	<i>Invoice #:</i> W41485		239.48
<i>Invoice Description:</i> #779 DOT INSP					
	001-200-622	RPR/MAINT VEHICLES			239.48
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147196	<i>Invoice #:</i> W41488		478.95
<i>Invoice Description:</i> #901 DOT INSP/ REGEN					
	404-677-622	RPR/MAINT VEHICLES			478.95
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147302	<i>Invoice #:</i> W41082		1,595.47
<i>Invoice Description:</i> #800 REPAIR					
	001-200-622	RPR/MAINT VEHICLES			1,595.47
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147303	<i>Invoice #:</i> W41303		1,150.37
<i>Invoice Description:</i> #745 DOT INSP/ REGEN/ RPR					
	001-200-622	RPR/MAINT VEHICLES			1,150.37
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147304	<i>Invoice #:</i> W41304		448.62
<i>Invoice Description:</i> #796 DOT INSP/ RPR					
	404-677-622	RPR/MAINT VEHICLES			448.62
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147305	<i>Invoice #:</i> W41305		478.95
<i>Invoice Description:</i> #902 DOT INSP/ REGEN					
	404-677-622	RPR/MAINT VEHICLES			478.95
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147306	<i>Invoice #:</i> W41306		478.95
<i>Invoice Description:</i> #703 DOT INSP/ REGEN					
	001-200-622	RPR/MAINT VEHICLES			478.95
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147307	<i>Invoice #:</i> W41307		617.85
<i>Invoice Description:</i> #702 DOT INSP/ REGEN/ RPR					
	001-200-622	RPR/MAINT VEHICLES			617.85
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147308	<i>Invoice #:</i> W41353		399.13
<i>Invoice Description:</i> #718 REGEN/ RPR					
	001-200-618	RPR/MAINT EQUIPMENT			399.13
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147309	<i>Invoice #:</i> W41354		239.48
<i>Invoice Description:</i> #905 REGEN					
	404-677-618	RPR/MAINT EQUIPMENT			239.48
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147310	<i>Invoice #:</i> W41355		239.48
<i>Invoice Description:</i> #952 REGEN					
	404-677-618	RPR/MAINT EQUIPMENT			239.48
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147311	<i>Invoice #:</i> W41390		239.48
<i>Invoice Description:</i> GOOSENK TRLR DOT INSP					
	001-200-618	RPR/MAINT EQUIPMENT			239.48
*****	06/05/2024	7951 LEGAL AND LIABILITY RISK MGMT INSTITUTE	Check	No	295.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147065	<i>Invoice #:</i> 16540-QUINONES		295.00
<i>Invoice Description:</i> DTH INVSTGTN TRNG					
	001-100-630	TRAINING/TRAVEL			295.00
*****	06/05/2024	1234 LIBERTY LINEN	Check	No	2,366.14
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146754	<i>Invoice #:</i> 210283		32.00
<i>Invoice Description:</i> P-TOWELS					
	001-020-516	SUPPLIES/OPERATING			32.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146755	<i>Invoice #:</i> 210295		59.00
<i>Invoice Description:</i> P-TOWELS					
	001-410-513	SUPPLIES/JANITORIAL			59.00

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & 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 #: 146756	Invoice #: 210384		102.90
Invoice Description:	P-TWLS/ GLVS				
430-682-513	SUPPLIES/JANITORIAL			102.90	
Purchase Order #:	0	Voucher #: 146757	Invoice #: 210386		-21.00
Invoice Description:	CRDT- GLOVES				
430-682-513	SUPPLIES/JANITORIAL			-21.00	
Purchase Order #:	0	Voucher #: 146898	Invoice #: 210430		-32.00
Invoice Description:	CRDT- P-TWLS				
001-020-516	SUPPLIES/OPERATING			-32.00	
Purchase Order #:	0	Voucher #: 146899	Invoice #: 210431		36.00
Invoice Description:	P-TWLS				
001-020-516	SUPPLIES/OPERATING			36.00	
Purchase Order #:	0	Voucher #: 146985	Invoice #: 210535		183.54
Invoice Description:	GLOVES/ T-TISS/ DAWN				
001-410-513	SUPPLIES/JANITORIAL			183.54	
Purchase Order #:	0	Voucher #: 146986	Invoice #: 210580		39.00
Invoice Description:	P-TOWELS				
001-020-516	SUPPLIES/OPERATING			39.00	
Purchase Order #:	0	Voucher #: 147066	Invoice #: 210414		86.84
Invoice Description:	FLOOR WAX				
001-100-616	RPR/MAINT PLANT/BLDGS			86.84	
Purchase Order #:	0	Voucher #: 147067	Invoice #: 210525		26.91
Invoice Description:	FOOD CONTAINERS				
430-682-650	EXHIBITIONS & PROMOTIONS			26.91	
Purchase Order #:	0	Voucher #: 147068	Invoice #: 210566		257.80
Invoice Description:	T-TISS/ CAN LNRS/ PLTS/ SPOONS				
001-110-516	SUPPLIES/OPERATING			257.80	
Purchase Order #:	0	Voucher #: 147069	Invoice #: 210567		32.60
Invoice Description:	MICROFIBER CLTHS				
001-110-513	SUPPLIES/JANITORIAL			32.60	
Purchase Order #:	0	Voucher #: 147070	Invoice #: 210653		70.00
Invoice Description:	DISINFCTNT				
001-301-516	SUPPLIES/OPERATING			70.00	
Purchase Order #:	0	Voucher #: 147197	Invoice #: 209537		734.92
Invoice Description:	P-TWLS/ T-TISS/ LNDRY DET/ LYSOL				
001-110-513	SUPPLIES/JANITORIAL			136.66	
001-110-516	SUPPLIES/OPERATING			598.26	
Purchase Order #:	0	Voucher #: 147198	Invoice #: 210230		436.60
Invoice Description:	P-TWLS/ HND SP/ CAN LNRS/ LNDRY DET				
001-175-513	SUPPLIES/JANITORIAL			436.60	
Purchase Order #:	0	Voucher #: 147199	Invoice #: 210607		8.40
Invoice Description:	HAIRNET				
001-110-516	SUPPLIES/OPERATING			8.40	
Purchase Order #:	0	Voucher #: 147200	Invoice #: 210738		192.00
Invoice Description:	CAN LINERS				
001-410-652	STATE PARK EXPENSES			192.00	
Purchase Order #:	0	Voucher #: 147373	Invoice #: 210830		120.63
Invoice Description:	FLR WAX/ MOP HEAD/ STRPPR				
001-010-513	SUPPLIES/JANITORIAL			120.63	
*****	06/05/2024	8066 LIMITLESS SERVICES	Check	No	3,874.00
Purchase Order #:	240168	Voucher #: 146987	Invoice #: QB1093		3,874.00
Invoice Description:	MAY 2024 CNSLTNT / LNDSCP				

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
	001-301-612	PROFESSIONAL FEES			3,874.00
*****	06/05/2024	7354 LINCOLN NATIONAL LIFE INSURANCE COMPANY	Check	No	1,192.64
Purchase Order #: 0		Voucher #: 147312	Invoice #: 240531		1,192.64
Invoice Description:		MAY 2024			
	001-001-480	INSURANCE/HEALTH			64.34
	001-010-480	INSURANCE/HEALTH			12.20
	001-020-480	INSURANCE/HEALTH			29.52
	001-030-480	INSURANCE/HEALTH			36.92
	001-100-480	INSURANCE/HEALTH			221.20
	001-110-480	INSURANCE/HEALTH			32.30
	001-120-480	INSURANCE/HEALTH			27.70
	001-175-480	INSURANCE/HEALTH			239.00
	001-200-480	INSURANCE/HEALTH			108.84
	001-210-480	INSURANCE/HEALTH			60.30
	001-300-480	INSURANCE/HEALTH			11.70
	001-350-480	INSURANCE/HEALTH			49.10
	001-410-480	INSURANCE/HEALTH			71.20
	403-676-480	INSURANCE/HEALTH			76.00
	404-677-480	INSURANCE/HEALTH			28.70
	411-681-480	INSURANCE/HEALTH			16.00
	430-682-480	INSURANCE/HEALTH			32.32
	001-325-480	INSURANCE/HEALTH			22.40
	001-301-480	INSURANCE/HEALTH			38.40
	001-302-480	INSURANCE/HEALTH			8.90
	001-303-480	INSURANCE/HEALTH			5.60
*****	06/05/2024	1259 LOWE'S COMPANIES, INC	Check	No	2,803.13
Purchase Order #: 0		Voucher #: 146758	Invoice #: 90745		488.82
Invoice Description:		INSLTN/ BODY CVRS/ UTLTY KNF			
	001-410-516	SUPPLIES/OPERATING			488.82
Purchase Order #: 0		Voucher #: 146759	Invoice #: 95584		351.38
Invoice Description:		BAY LTS/ PESTICIDE			
	001-410-507	EQUIPMENT/SMALL			351.38
Purchase Order #: 0		Voucher #: 146760	Invoice #: 99594		379.96
Invoice Description:		CLNG FANS			
	001-303-507	EQUIPMENT/SMALL			379.96
Purchase Order #: 0		Voucher #: 146988	Invoice #: 70247		307.70
Invoice Description:		LT FXTRS/ AA,AAA BTTRIES/ LT BLBS			
	001-303-507	EQUIPMENT/SMALL			307.70
Purchase Order #: 0		Voucher #: 147071	Invoice #: 24865		1,014.25
Invoice Description:		CMNT SIDING/ INSLTN/ DRYWLL			
	001-410-516	SUPPLIES/OPERATING			1,014.25
Purchase Order #: 0		Voucher #: 147072	Invoice #: 24866		-1,014.25
Invoice Description:		CRDT- CMNT SIDING/ INSLTN/ DRYWLL			
	001-410-516	SUPPLIES/OPERATING			-1,014.25
Purchase Order #: 0		Voucher #: 147073	Invoice #: 24880		21.74
Invoice Description:		LUMBER			
	001-410-620	RPR/MAINT GROUNDS			21.74
Purchase Order #: 0		Voucher #: 147074	Invoice #: 70895		373.23
Invoice Description:		LMBR/ SCRWS/ WSHRS/ LCK NUTS			
	001-614-734	SHOOTING RANGE			373.23
Purchase Order #: 0		Voucher #: 147075	Invoice #: 91378		79.76
Invoice Description:		BRKR BOX/ PWR STRP			

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-614-734 SHOOTING RANGE			79.76
	Purchase Order #:	0	Voucher #: 147076	Invoice #: 96705	-227.96
	Invoice Description:	CRDT- FANS			
		001-303-507 EQUIPMENT/SMALL			-227.96
	Purchase Order #:	0	Voucher #: 147201	Invoice #: 71863	276.10
	Invoice Description:	LUMBER- TRLR FLOORS			
		001-200-618 RPR/MAINT EQUIPMENT			276.10
	Purchase Order #:	0	Voucher #: 147202	Invoice #: 92849	22.19
	Invoice Description:	CBL CVR PCS			
		001-200-516 SUPPLIES/OPERATING			22.19
	Purchase Order #:	0	Voucher #: 147313	Invoice #: 87363	100.02
	Invoice Description:	PLYWOOD/ FOAM BOARD			
		001-350-516 SUPPLIES/OPERATING			100.02
	Purchase Order #:	0	Voucher #: 147314	Invoice #: 90889	214.08
	Invoice Description:	'ALC' SET SUPPLIES			
		001-375-636 PRODUCTION COST			214.08
	Purchase Order #:	0	Voucher #: 147315	Invoice #: 90907	14.30
	Invoice Description:	FOAM BOARD			
		001-303-507 EQUIPMENT/SMALL			14.30
	Purchase Order #:	0	Voucher #: 147316	Invoice #: 90923	-14.30
	Invoice Description:	CRDT- FOAM BRD			
		001-303-507 EQUIPMENT/SMALL			-14.30
	Purchase Order #:	0	Voucher #: 147317	Invoice #: 94935	416.11
	Invoice Description:	DRLL BTTRIES/ INFLTR/ IMPCT DRVR			
		403-676-516 SUPPLIES/OPERATING			416.11
*	***** 06/05/2024	8057 LAUREN C. McCAGHREN	Check	No	120.00
	Purchase Order #:	0	Voucher #: 146829	Invoice #: 240510	60.00
	Invoice Description:	CARDIO DANCE			
		001-325-612 PROFESSIONAL FEES			60.00
	Purchase Order #:	0	Voucher #: 147021	Invoice #: 240517	60.00
	Invoice Description:	CRDO DNC/ DNC PRTY			
		001-325-612 PROFESSIONAL FEES			60.00
	***** 06/05/2024	3667 McCOLLOUGH ARCHITECTURE, INC.	Check	No	12,400.00
	Purchase Order #:	0	Voucher #: 147319	Invoice #: 5341	1,000.00
	Invoice Description:	FINANCE CONST 3			
		001-601-731 ADMIN CAPITAL PROJECTS			1,000.00
	Purchase Order #:	0	Voucher #: 147320	Invoice #: 5342	800.00
	Invoice Description:	FLD HS CONST 5			
		001-609-721 SPORTSPLEX			800.00
	Purchase Order #:	0	Voucher #: 147321	Invoice #: 5343	3,000.00
	Invoice Description:	GATEWAY SIGN 2			
		001-601-731 ADMIN CAPITAL PROJECTS			3,000.00
	Purchase Order #:	0	Voucher #: 147322	Invoice #: 5356	6,400.00
	Invoice Description:	FLAG MMRL CONST DRWNGS			
		001-601-731 ADMIN CAPITAL PROJECTS			6,400.00
	Purchase Order #:	0	Voucher #: 147323	Invoice #: 5360	1,200.00
	Invoice Description:	LIBRARY AS-BUILTS			
		001-610-730 LIBRARY CAPITAL EQUIP			1,200.00
	***** 06/05/2024	6179 MEDIACOM	Check	No	957.68
	Purchase Order #:	0	Voucher #: 147204	Invoice #: 24-06	957.68
	Invoice Description:	ACCT 4667 JUN 2024			

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-325-612 PROFESSIONAL FEES			957.68
*****	06/05/2024	3634 MOTOROLA SOLUTIONS, INC	Check	No	1,527.12
	Purchase Order #:	240031 Voucher #: 147079	Invoice #: 8281893038		1,527.12
	Invoice Description:	RMT SPKR MICS			
		001-175-507 EQUIPMENT/SMALL			1,527.12
*****	06/05/2024	1390 MOYER FORD SALES, INC	Check	No	143.21
	Purchase Order #:	0 Voucher #: 146761	Invoice #: 713984		56.92
	Invoice Description:	#505 SPRK PLG/ COIL ASSM			
		001-304-622 RPR/MAINT VEHICLES			56.92
	Purchase Order #:	0 Voucher #: 147205	Invoice #: 713954		86.29
	Invoice Description:	#411 WHEEL CVR			
		001-175-622 RPR/MAINT VEHICLES			86.29
*****	06/05/2024	1395 MUNICIPAL WORKERS COMP FUND	Check	No	116,456.00
	Purchase Order #:	0 Voucher #: 147324	Invoice #: 240506		116,456.00
	Invoice Description:	ANN'L WRKR CMP RNWL 2 OF 2			
		001-001-491 INSURANCE/WORK COMP			116,456.00
*****	06/05/2024	7132 MICHELLE MURPHY	Check	No	240.00
	Purchase Order #:	0 Voucher #: 146830	Invoice #: 240510		120.00
	Invoice Description:	ZUMBA			
		001-325-612 PROFESSIONAL FEES			120.00
	Purchase Order #:	0 Voucher #: 147022	Invoice #: 240517		120.00
	Invoice Description:	ZUMBA			
		001-325-612 PROFESSIONAL FEES			120.00
*****	06/05/2024	6145 MUSIC THEATRE INTERNATIONAL	Check	No	14.00
	Purchase Order #:	0 Voucher #: 147325	Invoice #: 1140886		7.00
	Invoice Description:	PETER PAN PERUSAL			
		001-350-516 SUPPLIES/OPERATING			7.00
	Purchase Order #:	0 Voucher #: 147326	Invoice #: 1140967		7.00
	Invoice Description:	FINDING NEMO PERUSAL			
		001-350-516 SUPPLIES/OPERATING			7.00
*****	06/05/2024	5705 MUTT MITT	Check	No	874.89
	Purchase Order #:	0 Voucher #: 147327	Invoice #: 708416		874.89
	Invoice Description:	6 CASES MUTT MITTS			
		001-200-516 SUPPLIES/OPERATING			874.89
*****	06/05/2024	3793 M & W ELECTRIC MOTORS INC	Check	No	2,242.60
	Purchase Order #:	0 Voucher #: 146762	Invoice #: 78543		2,242.60
	Invoice Description:	SML POOL PUMP/ MOTOR			
		001-302-507 EQUIPMENT/SMALL			2,242.60
*****	06/05/2024	1419 NAFECO, INC	Check	No	1,411.00
	Purchase Order #:	0 Voucher #: 147206	Invoice #: 1275155		1,411.00
	Invoice Description:	TURNOUT PANTS			
		001-175-507 EQUIPMENT/SMALL			1,411.00
*****	06/05/2024	1452 NEVCO, INC	Check	No	11,300.85
	Purchase Order #:	240197 Voucher #: 147207	Invoice #: 0000259393		11,300.85
	Invoice Description:	FLDS 5, 12 SCOREBOARDS			
		001-609-721 SPORTSPLEX			11,300.85
*****	06/05/2024	7860 LISA R. NIX	Check	No	30.00
	Purchase Order #:	0 Voucher #: 146831	Invoice #: 240510		30.00

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i>		STRNGTH/ CRDO HIIT			
	001-325-612	PROFFESIONAL FEES			30.00
*****	06/05/2024	7603 NIXON POWER SERVICES, LLC	Check	No	4,696.48
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146991	<i>Invoice #:</i> SLS000443530		2,386.48
<i>Invoice Description:</i>		GNRTR COOLNG STM OVRHAUL			
	001-030-618	RPR/MAINT EQUIPMENT			2,386.48
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147080	<i>Invoice #:</i> MCB00125668		1,155.00
<i>Invoice Description:</i>		BCH BRN GNRTR MJR MNT			
	001-410-618	RPR/MAINT EQUIPMENT			1,155.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147328	<i>Invoice #:</i> MCB00125672		1,155.00
<i>Invoice Description:</i>		COM CTR GNRTR MJR MAINT			
	411-681-616	RPR/MAINT BUILDING			1,155.00
*****	06/05/2024	1515 ODP OFFICE SOLUTIONS, LLC	Check	No	630.67
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146763	<i>Invoice #:</i> 363147119001		406.59
<i>Invoice Description:</i>		INK/ CALCULATOR			
	001-100-507	EQUIPMENT/SMALL			27.87
	001-100-516	SUPPLIES/OPERATING			273.57
	001-110-516	SUPPLIES/OPERATING			105.15
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146992	<i>Invoice #:</i> 367307292001		99.32
<i>Invoice Description:</i>		INK/ PENS			
	403-676-516	SUPPLIES/OPERATING			99.32
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147208	<i>Invoice #:</i> 367194584001		98.99
<i>Invoice Description:</i>		CMPTR MONITOR			
	001-010-516	SUPPLIES/OPERATING			98.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147209	<i>Invoice #:</i> 366704751001		15.46
<i>Invoice Description:</i>		HDMI CBL			
	001-010-516	SUPPLIES/OPERATING			15.46
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147210	<i>Invoice #:</i> 367726020001		10.31
<i>Invoice Description:</i>		HDMI CBL			
	001-010-516	SUPPLIES/OPERATING			10.31
*****	06/05/2024	1511 OLD DOMINION BRUSH CO, INC	Check	No	4,521.92
<i>Purchase Order #:</i>	240232	<i>Voucher #:</i> 147211	<i>Invoice #:</i> 8981842		4,911.36
<i>Invoice Description:</i>		#953 LINER SET/ BOLT			
	404-677-618	RPR/MAINT EQUIPMENT			4,911.36
<i>Purchase Order #:</i>	240232	<i>Voucher #:</i> 147212	<i>Invoice #:</i> 8992258		-389.44
<i>Invoice Description:</i>		CRDT- FLTRS			
	404-677-618	RPR/MAINT EQUIPMENT			-389.44
*****	06/05/2024	3108 OLSEN ASSOCIATES, INC	Check	No	20,280.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146993	<i>Invoice #:</i> 2024104		20,280.00
<i>Invoice Description:</i>		PRE-CONST SRVY 40%			
	001-611-751	BEACH BERM			20,280.00
*****	06/05/2024	1520 ORANGE BEACH AUTO & MARINE	Check	No	273.90
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146764	<i>Invoice #:</i> 61772		13.99
<i>Invoice Description:</i>		SOCKET			
	001-301-516	SUPPLIES/OPERATING			13.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147213	<i>Invoice #:</i> 62043		250.13
<i>Invoice Description:</i>		#813 O-RNGS/ HYDRCL HS/ FLR SWVLS			
	001-210-516	SUPPLIES/OPERATING			21.76
	001-210-618	RPR/MAINT EQUIPMENT			228.37
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147329	<i>Invoice #:</i> 62008		9.78

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i>		GLV SHACKLES			
	403-676-516	SUPPLIES/OPERATING			9.78
*****	06/05/2024	6752 ORANGE BEACH HARDWARE STORE	Check	No	276.27
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146765	<i>Invoice #:</i> 28512		259.98
<i>Invoice Description:</i>		GRD 70 CHAINS			
	001-614-731	GOMESA			259.98
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146900	<i>Invoice #:</i> 28741		3.75
<i>Invoice Description:</i>		GALV FASTENERS			
	001-410-620	RPR/MAINT GROUNDS			3.75
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147081	<i>Invoice #:</i> 28862		5.99
<i>Invoice Description:</i>		CLNR PROBLEM SPRY GEL			
	001-325-516	SUPPLIES/OPERATING			5.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147214	<i>Invoice #:</i> 29226		6.55
<i>Invoice Description:</i>		GATE LATCH			
	001-410-620	RPR/MAINT GROUNDS			6.55
*****	06/05/2024	6345 PACESETTER PERSONNEL SERVICES	Check	No	3,605.94
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146901	<i>Invoice #:</i> 91239PEN		1,869.30
<i>Invoice Description:</i>		04/29-05/03/24 LABOR			
	001-210-612	PROFESSIONAL FEES			1,869.30
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147215	<i>Invoice #:</i> 91275PEN		1,736.64
<i>Invoice Description:</i>		5/06-5/10/24 LABOR			
	001-210-612	PROFESSIONAL FEES			1,736.64
*****	06/05/2024	5884 PARADISE PROMOTIONS	Check	No	75.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147330	<i>Invoice #:</i> 5977		75.00
<i>Invoice Description:</i>		EMBROIDERY			
	001-375-516	SUPPLIES/OPERATING			75.00
*****	06/05/2024	6382 PARIS ACE HARDWARE	Check	No	3,309.18
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146766	<i>Invoice #:</i> 35353583		26.44
<i>Invoice Description:</i>		PAINT/ WOOD STAIN			
	001-020-507	EQUIPMENT/SMALL			26.44
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146767	<i>Invoice #:</i> 35359604		131.87
<i>Invoice Description:</i>		CUTOFF WHEEL/ NUTS/ BOLTS			
	001-410-516	SUPPLIES/OPERATING			131.87
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146768	<i>Invoice #:</i> 35360738		145.70
<i>Invoice Description:</i>		FLSHLT/ COB CAP LT/ WR WHL			
	001-410-516	SUPPLIES/OPERATING			145.70
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146769	<i>Invoice #:</i> 35361353		84.00
<i>Invoice Description:</i>		GARAGE LTS/ STRAPS/ LMPHLDR			
	001-410-516	SUPPLIES/OPERATING			84.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146770	<i>Invoice #:</i> 35362731		52.98
<i>Invoice Description:</i>		PVC PIPE/ ELBOWS/ PRMR/ CAP			
	001-303-507	EQUIPMENT/SMALL			52.98
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146771	<i>Invoice #:</i> 35363294		33.96
<i>Invoice Description:</i>		SNDNG DSCS/ CNTNR/ BKT/ PR SPOUT			
	001-410-516	SUPPLIES/OPERATING			33.96
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146772	<i>Invoice #:</i> 35363324		40.12
<i>Invoice Description:</i>		BLEACH/ DUCT TAPE			
	001-301-516	SUPPLIES/OPERATING			40.12
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146773	<i>Invoice #:</i> 35363330		32.09
<i>Invoice Description:</i>		GRILL BRSHS/ KEYS/ SPLT RNG			
	001-301-516	SUPPLIES/OPERATING			32.09

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & 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 #: 146774	Invoice #: 35363333		25.94
Invoice Description:		D BTTRIES/ PROPANE			
	001-100-516	SUPPLIES/OPERATING		25.94	
Purchase Order #:	0	Voucher #: 146775	Invoice #: 35363343		106.69
Invoice Description:		RTR BITS/ SAW BLD/ GLUE GUN			
	430-682-616	RPR/MAINT PLANT/BLDGS		106.69	
Purchase Order #:	0	Voucher #: 146776	Invoice #: 35363414		45.86
Invoice Description:		CM FLTR/ ELEC TAPE/ SWFFR CLNR			
	001-410-513	SUPPLIES/JANITORIAL		45.86	
Purchase Order #:	0	Voucher #: 146777	Invoice #: 35363620		2.98
Invoice Description:		NUTS/ BOLTS			
	403-676-516	SUPPLIES/OPERATING		2.98	
Purchase Order #:	0	Voucher #: 146778	Invoice #: 35363963		2.67
Invoice Description:		WASHERS			
	001-325-516	SUPPLIES/OPERATING		2.67	
Purchase Order #:	0	Voucher #: 146779	Invoice #: 35364050		51.85
Invoice Description:		TARP/ PADLK/ BUNGEE CRDS/ KEYS			
	001-301-516	SUPPLIES/OPERATING		51.85	
Purchase Order #:	0	Voucher #: 146780	Invoice #: 35364358		6.52
Invoice Description:		CONCRETE REPAIR			
	001-325-616	RPR/MAINT PLANT/BLDGS		6.52	
Purchase Order #:	0	Voucher #: 146781	Invoice #: 35364501		2.51
Invoice Description:		WASHERS			
	001-410-516	SUPPLIES/OPERATING		2.51	
Purchase Order #:	0	Voucher #: 146782	Invoice #: 35365099		47.66
Invoice Description:		UTLTY LMP/ WASHERS			
	430-682-618	RPR/MAINT EQUIPMENT		47.66	
Purchase Order #:	0	Voucher #: 146902	Invoice #: 35348898		25.16
Invoice Description:		ELEC TAPE/ WIRE/ PIPE INSULTN			
	001-200-516	SUPPLIES/OPERATING		25.16	
Purchase Order #:	0	Voucher #: 146903	Invoice #: 35354010		13.49
Invoice Description:		DRILL BIT			
	001-200-516	SUPPLIES/OPERATING		13.49	
Purchase Order #:	0	Voucher #: 146904	Invoice #: 35357254		52.86
Invoice Description:		BOOTS			
	001-200-516	SUPPLIES/OPERATING		52.86	
Purchase Order #:	0	Voucher #: 146905	Invoice #: 35364261		8.99
Invoice Description:		DECK BRUSH			
	001-200-513	SUPPLIES/JANITORIAL		8.99	
Purchase Order #:	0	Voucher #: 146906	Invoice #: 35364882		23.02
Invoice Description:		NUTS/ BOLTS/ THRD LKR/ DR BITS			
	001-410-620	RPR/MAINT GROUNDS		23.02	
Purchase Order #:	0	Voucher #: 146907	Invoice #: 35364950		33.47
Invoice Description:		MSRNG TAPE/ NUTS/ BOLTS			
	001-410-620	RPR/MAINT GROUNDS		33.47	
Purchase Order #:	0	Voucher #: 146908	Invoice #: 35365892		58.96
Invoice Description:		RTCHT WINCH/ NUTS/ BOLTS			
	001-410-620	RPR/MAINT GROUNDS		58.96	
Purchase Order #:	0	Voucher #: 146909	Invoice #: 35365942		18.75
Invoice Description:		NUTS/ BOLTS			
	001-301-516	SUPPLIES/OPERATING		18.75	
Purchase Order #:	0	Voucher #: 146910	Invoice #: 35365958		4.24
Invoice Description:		NUTS/ BOLTS			

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-410-620 RPR/MAINT GROUNDS			4.24
	Purchase Order #:	0	Voucher #: 146911	Invoice #: 35365989	1.20
	Invoice Description:	NUTS/ BOLTS			
		001-410-620 RPR/MAINT GROUNDS			1.20
	Purchase Order #:	0	Voucher #: 146994	Invoice #: 35346740	119.16
	Invoice Description:	BOOTS/ GLVS/ CONCRETE			
		403-676-516 SUPPLIES/OPERATING			119.16
	Purchase Order #:	0	Voucher #: 146995	Invoice #: 35356464	75.57
	Invoice Description:	BATTERIES			
		403-676-516 SUPPLIES/OPERATING			75.57
	Purchase Order #:	0	Voucher #: 146996	Invoice #: 35360064	44.99
	Invoice Description:	GFI OUTLET			
		001-325-616 RPR/MAINT PLANT/BLDGS			44.99
	Purchase Order #:	0	Voucher #: 146997	Invoice #: 35366314	21.31
	Invoice Description:	AAA BATTRIES/ BOLT EYES			
		001-410-516 SUPPLIES/OPERATING			21.31
	Purchase Order #:	0	Voucher #: 146998	Invoice #: 35366337	25.21
	Invoice Description:	KTCHN BRSHS/ VNGR/ PTTY KNVS			
		001-325-516 SUPPLIES/OPERATING			25.21
	Purchase Order #:	0	Voucher #: 146999	Invoice #: 35366533	23.25
	Invoice Description:	PADLOCK			
		001-614-734 SHOOTING RANGE			23.25
	Purchase Order #:	0	Voucher #: 147000	Invoice #: 35366605	17.95
	Invoice Description:	BUNGEE CORDS			
		001-410-516 SUPPLIES/OPERATING			17.95
	Purchase Order #:	0	Voucher #: 147001	Invoice #: 49333163	279.40
	Invoice Description:	BATTERY/ WK LT/ LEVEL			
		001-614-734 SHOOTING RANGE			279.40
	Purchase Order #:	0	Voucher #: 147082	Invoice #: 35364564	55.92
	Invoice Description:	DOOR HINGES			
		001-614-734 SHOOTING RANGE			55.92
	Purchase Order #:	0	Voucher #: 147083	Invoice #: 35366108	14.13
	Invoice Description:	KEYS/ SPLINT RINGS			
		001-100-516 SUPPLIES/OPERATING			14.13
	Purchase Order #:	0	Voucher #: 147084	Invoice #: 35366123	2.52
	Invoice Description:	WSHRS/ NUTS/ BOLTS			
		001-410-620 RPR/MAINT GROUNDS			2.52
	Purchase Order #:	0	Voucher #: 147085	Invoice #: 35366321	138.78
	Invoice Description:	CONDUIT/ HOLE SAW BLDS/ DSCNNCT			
		001-410-620 RPR/MAINT GROUNDS			138.78
	Purchase Order #:	0	Voucher #: 147086	Invoice #: 35366854	49.20
	Invoice Description:	WOODCTTR BAR/ CHN/ GAS CAN/ BAR OIL			
		001-614-731 GOMESA			49.20
	Purchase Order #:	0	Voucher #: 147087	Invoice #: 35366748	262.00
	Invoice Description:	AIR CMPRSSR/ HOSE/ WRNCH			
		001-410-516 SUPPLIES/OPERATING			262.00
	Purchase Order #:	0	Voucher #: 147088	Invoice #: 35366791	23.73
	Invoice Description:	GLVS/ AIR CPLR/ PLUG			
		001-410-516 SUPPLIES/OPERATING			23.73
	Purchase Order #:	0	Voucher #: 147089	Invoice #: 35366825	31.20
	Invoice Description:	CBL TIES			
		001-614-736 ROSEMARY TRAIL CABINS			31.20
	Purchase Order #:	0	Voucher #: 147090	Invoice #: 35366903	22.45

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> CNCRT ANCHORS/ NUTS/ BOLTS					
	001-325-516	SUPPLIES/OPERATING			22.45
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147091	<i>Invoice #:</i> 35367150		102.92
<i>Invoice Description:</i> TRAPS/ BSKT STRNR/ PWR STRIP					
	001-410-516	SUPPLIES/OPERATING			102.92
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147092	<i>Invoice #:</i> 35367225		17.68
<i>Invoice Description:</i> SCREWS					
	001-410-650	AUDUBON			17.68
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147093	<i>Invoice #:</i> 35367596		89.99
<i>Invoice Description:</i> BKPK SPRAYER					
	001-301-516	SUPPLIES/OPERATING			89.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147094	<i>Invoice #:</i> 35367834		59.04
<i>Invoice Description:</i> POT SOIL/ CLNG CLTHS/ SPRY PNT					
	001-300-616	RPR/MAINT PLANT/BLDGS			59.04
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147095	<i>Invoice #:</i> 35367846		17.09
<i>Invoice Description:</i> HOSE SAW W ARBOR					
	430-682-516	SUPPLIES/OPERATING			17.09
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147096	<i>Invoice #:</i> 35367982		64.50
<i>Invoice Description:</i> PNTR TAPE/ PNT BRSH/ RLLRS					
	430-682-516	SUPPLIES/OPERATING			64.50
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147097	<i>Invoice #:</i> 35369087		77.70
<i>Invoice Description:</i> STN 1 PLYWOOD					
	001-175-616	RPR/MAINT PLANT/BLDGS			77.70
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147098	<i>Invoice #:</i> 49330352		27.02
<i>Invoice Description:</i> DOOR HNGS/ NUT LOCK					
	001-614-734	SHOOTING RANGE			27.02
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147216	<i>Invoice #:</i> 35364150		33.98
<i>Invoice Description:</i> DRILLING HAMMERS					
	001-175-618	RPR MAINT/EQUIPMENT			33.98
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147217	<i>Invoice #:</i> 35364947		33.30
<i>Invoice Description:</i> DRILLING HAMMERS					
	001-175-618	RPR MAINT/EQUIPMENT			33.30
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147218	<i>Invoice #:</i> 35365181		15.29
<i>Invoice Description:</i> IN SCT TRAP COATING					
	001-175-618	RPR MAINT/EQUIPMENT			15.29
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147219	<i>Invoice #:</i> 35365905		27.48
<i>Invoice Description:</i> TAPE MSR/ SPEED SQR					
	001-200-516	SUPPLIES/OPERATING			27.48
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147220	<i>Invoice #:</i> 35366405		40.47
<i>Invoice Description:</i> CBL TIES					
	001-325-516	SUPPLIES/OPERATING			40.47
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147221	<i>Invoice #:</i> 35367021		38.99
<i>Invoice Description:</i> SAW BLADE					
	001-200-516	SUPPLIES/OPERATING			38.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147222	<i>Invoice #:</i> 35367079		6.84
<i>Invoice Description:</i> NUTS/ BOLTS					
	001-614-734	SHOOTING RANGE			6.84
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147223	<i>Invoice #:</i> 35367643		74.44
<i>Invoice Description:</i> HNGS/ NUTS/ LOCK NUT					
	001-614-734	SHOOTING RANGE			74.44
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147224	<i>Invoice #:</i> 35367832		9.99
<i>Invoice Description:</i> PNTR TAPE					
	001-325-516	SUPPLIES/OPERATING			9.99

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & 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 #: 147225	Invoice #: 35368134		26.09
Invoice Description:		HIGH SPEED CBL			
	001-410-516	SUPPLIES/OPERATING			26.09
Purchase Order #:	0	Voucher #: 147226	Invoice #: 35369018		101.19
Invoice Description:		SLDR GUN/ WR LMP/ SLDR RSN			
	001-614-734	SHOOTING RANGE			101.19
Purchase Order #:	0	Voucher #: 147227	Invoice #: 35369129		17.60
Invoice Description:		CTTNG WHEEL/ WR CUP BRSH			
	001-410-516	SUPPLIES/OPERATING			17.60
Purchase Order #:	0	Voucher #: 147331	Invoice #: 35367361		98.59
Invoice Description:		MNT LT CNTLS/ CNDUIT/ FLPPR/ ELBOWS			
	403-676-516	SUPPLIES/OPERATING			98.59
Purchase Order #:	0	Voucher #: 147332	Invoice #: 35369560		42.24
Invoice Description:		DRILL BITS			
	001-200-516	SUPPLIES/OPERATING			42.24
*****	06/05/2024	290 PARISH TRACTOR COMPANY, LLC	Check	No	568.38
Purchase Order #:	0	Voucher #: 147228	Invoice #: P17143		10.40
Invoice Description:		#956 BOLTS/ NUTS/ STUDS- WHL			
	404-677-618	RPR/MAINT EQUIPMENT			10.40
Purchase Order #:	0	Voucher #: 147229	Invoice #: P17144		270.10
Invoice Description:		#327 SEALS/ BLADES/ BRNGS/ SPNG PLTS			
	001-410-618	RPR/MAINT EQUIPMENT			270.10
Purchase Order #:	0	Voucher #: 147230	Invoice #: P17145		287.88
Invoice Description:		#0041 BRNGS/ BLT/ BLDS			
	001-210-618	RPR/MAINT EQUIPMENT			287.88
*****	06/05/2024	1609 PARKSON CORPORATION	Check	No	638.00
Purchase Order #:	0	Voucher #: 147333	Invoice #: AR1/51040216		638.00
Invoice Description:		DIFFUSERS			
	403-676-616	RPR/MAINT PLANT/BLDGS			638.00
*****	06/05/2024	7128 PETERSEN INC	Check	No	1,800.00
Purchase Order #:	0	Voucher #: 147099	Invoice #: 0055661A		1,800.00
Invoice Description:		15000 BTU A/C- CMMND TRLR			
	001-175-622	RPR/MAINT VEHICLES			1,800.00
*****	06/05/2024	8364 PL RUSSELL LLC	Check	No	37,765.61
Purchase Order #:	0	Voucher #: 147334	Invoice #: 2A		37,765.61
Invoice Description:		BVR CRK SDWLKS TO 4.30.24			
	001-608-756	BEAVER CREEK SIDEWALKS			37,765.61
*****	06/05/2024	7469 PREMIER MAGNESIA, LLC	Check	No	14,102.83
Purchase Order #:	240258	Voucher #: 147335	Invoice #: 636536		14,102.83
Invoice Description:		Magnesium for plant			
	403-676-516	SUPPLIES/OPERATING			14,102.83
*****	06/05/2024	6074 PRINTING PROS	Check	No	571.00
Purchase Order #:	0	Voucher #: 146784	Invoice #: 14042		126.00
Invoice Description:		NEST FEST SIGNS			
	001-410-650	AUDUBON			126.00
Purchase Order #:	0	Voucher #: 146912	Invoice #: 13978		170.00
Invoice Description:		VINYL SEALS			
	001-200-516	SUPPLIES/OPERATING			170.00
Purchase Order #:	0	Voucher #: 147002	Invoice #: 14095		33.00
Invoice Description:		SWIM LESSON TAGS			

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-302-516 SUPPLIES/OPERATING			33.00
	Purchase Order #: 0	Voucher #: 147231	Invoice #: 14194		187.00
	Invoice Description: QR CODE DECALS				
		001-410-516 SUPPLIES/OPERATING			187.00
	Purchase Order #: 0	Voucher #: 147336	Invoice #: 14223		55.00
	Invoice Description: SATURDAY PICKUP DECALS				
		404-677-516 SUPPLIES/OPERATING			55.00
*****	06/05/2024	5450 PRO CHEM INC.	Check	No	1,604.87
	Purchase Order #: 0	Voucher #: 146913	Invoice #: 168593		233.29
	Invoice Description: WASHERS/ NUTS/ SCREWS				
		001-210-516 SUPPLIES/OPERATING			233.29
	Purchase Order #: 0	Voucher #: 147232	Invoice #: 169097		222.37
	Invoice Description: SWIPES				
		404-677-516 SUPPLIES/OPERATING			222.37
	Purchase Order #: 0	Voucher #: 147233	Invoice #: 169211		319.78
	Invoice Description: GLOVES				
		001-210-516 SUPPLIES/OPERATING			319.78
	Purchase Order #: 0	Voucher #: 147337	Invoice #: 169255		482.15
	Invoice Description: GLOVES/ WASH-N-WAX				
		403-676-516 SUPPLIES/OPERATING			482.15
	Purchase Order #: 0	Voucher #: 147338	Invoice #: 169426		347.28
	Invoice Description: QK FIX/ MXNG NZZL/ THRD LKR				
		001-200-516 SUPPLIES/OPERATING			347.28
*****	06/05/2024	6008 PUBLIX SUPER MARKETS, INC	Check	No	149.01
	Purchase Order #: 0	Voucher #: 146914	Invoice #: 0832784320		36.53
	Invoice Description: HR INTERN NT SNKS				
		001-001-650 EXHIBITIONS & PROMOTIONS			36.53
	Purchase Order #: 0	Voucher #: 147003	Invoice #: 0822023074		38.98
	Invoice Description: FLWRS/ CAKE				
		001-001-516 SUPPLIES/OPERATING			38.98
	Purchase Order #: 0	Voucher #: 147339	Invoice #: 0619658291		73.50
	Invoice Description: LNCHN DRINKS				
		001-001-641 EMPLOYEE ADVISORY COMM			73.50
*****	06/05/2024	7936 QUALITY RESTORATIONS, INC.	Check	No	46,705.00
	Purchase Order #: 240202	Voucher #: 147340	Invoice #: 240426		46,705.00
	Invoice Description: REC CTR EXTR CLN/ PNT				
		001-609-711 RECREATION CENTER COMPLEX			46,705.00
*****	06/05/2024	1825 RIVERTREE SYSTEMS INC.	Check	No	150.00
	Purchase Order #: 0	Voucher #: 147341	Invoice #: OBEACH221		150.00
	Invoice Description: OSCEOLA SUPPLY				
		001-020-612 PROFESSIONAL FEES			150.00
*****	06/05/2024	6829 ROBERT J YOUNG COMPANY, LLC	Check	No	282.17
	Purchase Order #: 0	Voucher #: 147100	Invoice #: INV6930222		282.17
	Invoice Description: 04/18-05/14/24 COPIER				
		001-175-612 PROFESSIONAL FEES			282.17
*****	06/05/2024	3229 ROBERTSDALE FEED STORE	Check	No	312.00
	Purchase Order #: 0	Voucher #: 146783	Invoice #: 4620		312.00
	Invoice Description: FISH				
		001-410-516 SUPPLIES/OPERATING			312.00

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)	
*****	06/05/2024	7451 RODENTPRO.COM, LLC	Check	No	971.01	
Purchase Order #:	0	Voucher #: 146785	Invoice #: 804317		855.01	
Invoice Description:	FROZEN WDLDF FOOD					
001-410-516	SUPPLIES/OPERATING			855.01		
Purchase Order #:	0	Voucher #: 147234	Invoice #: 806392		116.00	
Invoice Description:	MEALWORMS					
001-410-516	SUPPLIES/OPERATING			116.00		
*****	06/05/2024	1924 SAM'S CLUB DIRECT	Check	No	8,020.20	
Purchase Order #:	0	Voucher #: 147004	Invoice #: 3008		2,231.78	
Invoice Description:	CONCESSIONS CNDY					
001-301-516	SUPPLIES/OPERATING			2,231.78		
Purchase Order #:	0	Voucher #: 147005	Invoice #: 240506		459.00	
Invoice Description:	48 CASES BTTLTD WATER					
403-676-516	SUPPLIES/OPERATING			459.00		
Purchase Order #:	0	Voucher #: 147101	Invoice #: 240507A		891.36	
Invoice Description:	ADIRONDACK CHRIS/ SIDE TBLS					
001-303-507	EQUIPMENT/SMALL			891.36		
Purchase Order #:	0	Voucher #: 147235	Invoice #: 240405		1,973.70	
Invoice Description:	4 PALLETS BTTLTD WTR					
001-200-516	SUPPLIES/OPERATING			700.00		
001-210-516	SUPPLIES/OPERATING			700.00		
404-677-516	SUPPLIES/OPERATING			573.70		
Purchase Order #:	0	Voucher #: 147342	Invoice #: 4551		2,464.36	
Invoice Description:	CONCESSIONS					
001-301-516	SUPPLIES/OPERATING			2,464.36		
*****	06/05/2024	1925 SAM'S STOP N SHOP	Check	No	150.48	
Purchase Order #:	0	Voucher #: 146786	Invoice #: 6983919		17.99	
Invoice Description:	BUFFER PAD					
001-100-516	SUPPLIES/OPERATING			17.99		
Purchase Order #:	0	Voucher #: 146787	Invoice #: 6986878		70.00	
Invoice Description:	MINNOWS					
001-410-516	SUPPLIES/OPERATING			70.00		
Purchase Order #:	0	Voucher #: 146788	Invoice #: 6994971		56.00	
Invoice Description:	MINNOWS					
001-410-516	SUPPLIES/OPERATING			56.00		
Purchase Order #:	0	Voucher #: 146789	Invoice #: 6997442		6.49	
Invoice Description:	DISH SOAP					
001-410-513	SUPPLIES/JANITORIAL			6.49		
*	*****	06/05/2024	3435 SANSOM EQUIPMENT CO.	Check	No	2,132.70
Purchase Order #:	0	Voucher #: 147344	Invoice #: P05932		2,132.70	
Invoice Description:	#622 1" JETTER HEAD					
403-676-622	RPR/MAINT VEHICLES			2,132.70		
*****	06/05/2024	1930 SHERWIN-WILLIAMS	Check	No	1,262.04	
Purchase Order #:	0	Voucher #: 146790	Invoice #: 2947-9		32.54	
Invoice Description:	CAULK					
001-303-507	EQUIPMENT/SMALL			32.54		
Purchase Order #:	0	Voucher #: 146791	Invoice #: 9588-1		303.75	
Invoice Description:	PAINT/ GLIDE/ PAIL					
001-301-616	RPR/MAINT PLANT/BLDGS			303.75		
Purchase Order #:	0	Voucher #: 147102	Invoice #: 3185-5		27.08	

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> GLIDE/ PAIL					
	001-301-516	SUPPLIES/OPERATING			27.08
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147103	<i>Invoice #:</i> 9806-07		837.80
<i>Invoice Description:</i> PAINT					
	001-301-616	RPR/MAINT PLANT/BLDGS			837.80
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147104	<i>Invoice #:</i> 9847-1		60.87
<i>Invoice Description:</i> PAINT/ RLLRS/ SPONGES					
	001-303-507	EQUIPMENT/SMALL			60.87
*****	06/05/2024	6543 JANE SIMS	Check	No	270.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146832	<i>Invoice #:</i> 240510		120.00
<i>Invoice Description:</i> PIYO/ P90X					
	001-325-612	PROFESSIONAL FEES			120.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147023	<i>Invoice #:</i> 240517		150.00
<i>Invoice Description:</i> PIYO/ P90X					
	001-325-612	PROFESSIONAL FEES			150.00
*****	06/05/2024	6700 SOUTHERN RAPID HEALTHCARE INC	Check	No	400.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147105	<i>Invoice #:</i> 20777		400.00
<i>Invoice Description:</i> RN JAIL VISITS					
	001-110-612	PROFESSIONAL FEES			400.00
*****	06/05/2024	7214 SOUTHERN SANDS PRINTING CO INC	Check	No	1,176.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146792	<i>Invoice #:</i> 4027		1,176.00
<i>Invoice Description:</i> SUMMER CAMP SHIRTS					
	430-682-659	RESALE INV/CENTER			1,176.00
*****	06/05/2024	8434 SRIXON / CLEVELAND GOLF / XXIO	Check	No	1,720.08
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146794	<i>Invoice #:</i> 7943332		877.05
<i>Invoice Description:</i> GLOVES/ BALLS					
	001-303-660	COST OF GOODS SOLD RETAIL			877.05
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146795	<i>Invoice #:</i> 7944875		644.67
<i>Invoice Description:</i> GOLF BALLS					
	001-303-660	COST OF GOODS SOLD RETAIL			644.67
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147007	<i>Invoice #:</i> 7946541		198.36
<i>Invoice Description:</i> GOLF BALLS					
	001-303-660	COST OF GOODS SOLD RETAIL			198.36
*****	06/05/2024	6756 STAPLES BUSINESS ADVANTAGE	Check	No	963.66
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146917	<i>Invoice #:</i> 6002313808		52.90
<i>Invoice Description:</i> DSK ORGNZR/ STKY NOTES/ DOC TRAY					
	001-020-516	SUPPLIES/OPERATING			52.90
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146918	<i>Invoice #:</i> 6002313809		-50.00
<i>Invoice Description:</i> CRDT- ENVLPS DLVRD WRNG ADDRSS					
	001-020-516	SUPPLIES/OPERATING			-50.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147008	<i>Invoice #:</i> 6002313807		225.92
<i>Invoice Description:</i> INK/ LABELER/ LBL TAPE					
	001-303-516	SUPPLIES/OPERATING			225.92
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147106	<i>Invoice #:</i> 6002546097		55.08
<i>Invoice Description:</i> FILING ENVELOPES					
	001-303-516	SUPPLIES/OPERATING			55.08
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147236	<i>Invoice #:</i> 6002546101		161.68
<i>Invoice Description:</i> COPY PPR					
	001-020-516	SUPPLIES/OPERATING			161.68
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147345	<i>Invoice #:</i> 6002163618		64.63

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> CAN LINERS/ BTTL SPRAYERS					
	001-001-513	SUPPLIES/JANITORIAL			64.63
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147346	<i>Invoice #:</i> 6002313805		279.99
<i>Invoice Description:</i> LAPTOP CMPTR					
	001-350-507	EQUIPMENT/SMALL			279.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147347	<i>Invoice #:</i> 6002313806		173.46
<i>Invoice Description:</i> BAG TAGS/ COPY PPR					
	001-350-516	SUPPLIES/OPERATING			173.46
*****	06/05/2024	8022 STEINWAY PIANO GALLERY	Check	No	155.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146916	<i>Invoice #:</i> 458		155.00
<i>Invoice Description:</i> PAC PIANO TUING					
	001-375-612	PROFESSIONAL FEES			155.00
*****	06/05/2024	6814 STITCHIN' POST	Check	No	265.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147107	<i>Invoice #:</i> 4878		265.00
<i>Invoice Description:</i> EQPMNT SEAT REUPHOLSTERY					
	001-325-618	RPR/MAINT EQUIPMENT			265.00
*****	06/05/2024	8438 SUMURI LLC	Check	No	19,769.00
<i>Purchase Order #:</i>	240144	<i>Voucher #:</i> 146796	<i>Invoice #:</i> 2024-0349		19,769.00
<i>Invoice Description:</i> FORENSIC WORKSTATION					
	001-100-507	EQUIPMENT/SMALL			19,769.00
*****	06/05/2024	2008 SUNBELT FIRE, INC.	Check	No	1,601.52
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147108	<i>Invoice #:</i> 00012808		434.03
<i>Invoice Description:</i> #458 AIR EJECT/ INSTLL KIT					
	001-175-622	RPR/MAINT VEHICLES			434.03
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147109	<i>Invoice #:</i> 00013083		150.05
<i>Invoice Description:</i> ST 3 OOS BLITZ MNTR					
	001-175-507	EQUIPMENT/SMALL			150.05
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147237	<i>Invoice #:</i> 00012677		1,017.44
<i>Invoice Description:</i> #433 REAR LTS/ FLANGES					
	001-175-622	RPR/MAINT VEHICLES			1,017.44
*****	06/05/2024	7156 SUN BUM LLC	Check	No	2,308.80
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147348	<i>Invoice #:</i> 490285		2,308.80
<i>Invoice Description:</i> 240 CANS SUNSCREEN					
	001-350-516	SUPPLIES/OPERATING			2,308.80
*****	06/05/2024	6107 SUNSOUTH, LLC	Check	No	1,350.28
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146919	<i>Invoice #:</i> 4872471		534.91
<i>Invoice Description:</i> #1575,1570,725 BELTS					
	001-200-618	RPR/MAINT EQUIPMENT			534.91
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147238	<i>Invoice #:</i> 4880429		249.71
<i>Invoice Description:</i> #792 STARTER MOTOR					
	404-677-618	RPR/MAINT EQUIPMENT			249.71
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 147239	<i>Invoice #:</i> 4881028		565.66
<i>Invoice Description:</i> #725 REPAIR/ CAP					
	001-200-618	RPR/MAINT EQUIPMENT			565.66
*****	06/05/2024	2016 SWIFT SUPPLY, INC.	Check	No	1,076.14
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146808	<i>Invoice #:</i> 916275		47.98
<i>Invoice Description:</i> PAIL/ SANDING SPNG					
	001-303-507	EQUIPMENT/SMALL			47.98
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 146809	<i>Invoice #:</i> 917754		3.80

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> SPF PET STUD					
001-303-507		EQUIPMENT/SMALL			3.80
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146810	<i>Invoice #:</i> 917776		294.00
<i>Invoice Description:</i> 42 BAGS CONCRETE MIX					
001-303-507		EQUIPMENT/SMALL			294.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146811	<i>Invoice #:</i> 918026		221.20
<i>Invoice Description:</i> HINGES					
001-614-734		SHOOTING RANGE			221.20
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146812	<i>Invoice #:</i> 918078		130.26
<i>Invoice Description:</i> PET STUDS/ LUMBER					
001-303-507		EQUIPMENT/SMALL			130.26
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146813	<i>Invoice #:</i> 918081		39.04
<i>Invoice Description:</i> LMBR/ CONST ADHSV					
430-682-616		RPR/MAINT PLANT/BLDGS			39.04
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146920	<i>Invoice #:</i> 918610		51.48
<i>Invoice Description:</i> 4 BAGS QUIKRETE					
001-608-720		ROADWAYS/PAVING/RESURFACE			51.48
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146921	<i>Invoice #:</i> 918783		49.52
<i>Invoice Description:</i> 1 SHEET COMPOSITE MTRL					
001-410-620		RPR/MAINT GROUNDS			49.52
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147110	<i>Invoice #:</i> 919594		28.22
<i>Invoice Description:</i> SCREWS					
001-303-507		EQUIPMENT/SMALL			28.22
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147111	<i>Invoice #:</i> 919935		66.88
<i>Invoice Description:</i> LUMBER					
001-303-507		EQUIPMENT/SMALL			66.88
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147112	<i>Invoice #:</i> 920589		143.76
<i>Invoice Description:</i> SHEATHING					
001-175-616		RPR/MAINT PLANT/BLDGS			143.76
*****	06/05/2024	8027 JILL TAYLOR	Check	No	180.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 146833	<i>Invoice #:</i> 240510		90.00
<i>Invoice Description:</i> YOGA					
001-325-612		PROFESSIONAL FEES			90.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147024	<i>Invoice #:</i> 240517		90.00
<i>Invoice Description:</i> YOGA					
001-325-612		PROFESSIONAL FEES			90.00
*****	06/05/2024	8450 THE GREEN-SIMMONS COMPANY, INC.	Check	No	43,956.44
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147350	<i>Invoice #:</i> 4		43,956.44
<i>Invoice Description:</i> COMM CTR ROOF-ADDTN TO 4.24.24					
411-681-710		BUILDING UPGRADES			43,956.44
*****	06/05/2024	6077 THE LAKE DOCTORS, INC	Check	No	676.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147240	<i>Invoice #:</i> 1888161		495.00
<i>Invoice Description:</i> POND MGMT					
001-210-620		RPR/MAINT GROUNDS			495.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147349	<i>Invoice #:</i> 1907577		181.00
<i>Invoice Description:</i> POND MANAGEMENT					
001-200-620		RPR/MAINT GROUNDS			181.00
*****	06/05/2024	3099 THOMPSON ENGINEERING	Check	No	67,640.52
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 147241	<i>Invoice #:</i> 240302733		1,400.00
<i>Invoice Description:</i> PRDO SWLL PRK RPRS 3.29.24					
001-614-739		AL POINT FISH PARK (FEMA)			1,400.00

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & 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 #: 147242	Invoice #: 240302734		525.00
Invoice Description:		PRDO SWLL PRK EXPNSN 3.29.24			
001-615-704		RESTORE - PERDIDO PASS SEAWALL		525.00	
Purchase Order #:	0	Voucher #: 147351	Invoice #: 240302731		816.00
Invoice Description:		CNL RD E RSTR TO 3.29.24			
001-615-703		RESTORE - CANAL ROAD EAST		816.00	
Purchase Order #:	0	Voucher #: 147352	Invoice #: 240302735		33,911.68
Invoice Description:		CNL RD CEI TO 3.29.24			
001-615-703		RESTORE - CANAL ROAD EAST		33,911.68	
Purchase Order #:	0	Voucher #: 147353	Invoice #: 240402724		408.00
Invoice Description:		CNL RD E RSTR TO 4.26.24			
001-615-703		RESTORE - CANAL ROAD EAST		408.00	
Purchase Order #:	0	Voucher #: 147354	Invoice #: 240402725		1,332.00
Invoice Description:		SR180 SHRD USE PTH TO 4.26.24			
001-611-753		TAP SIDEWALK CONSTRUCTION		1,332.00	
Purchase Order #:	0	Voucher #: 147355	Invoice #: 240402727		6,420.00
Invoice Description:		WLF BAY BRDG CNSNT AGMT PRMTTNG			
001-608-751		WOLF BAY BRIDGE		6,420.00	
Purchase Order #:	0	Voucher #: 147356	Invoice #: 240402735		1,140.00
Invoice Description:		WLF BAY BRDG CNSNT AGMT DSGN			
001-608-751		WOLF BAY BRIDGE		1,140.00	
Purchase Order #:	0	Voucher #: 147357	Invoice #: 240402736		21,687.84
Invoice Description:		CLN RD CEI TO 4.26.24			
001-615-703		RESTORE - CANAL ROAD EAST		21,687.84	
*****	06/05/2024	2035 THOMPSON TRACTOR CO, INC.	Check	No	2,206.74
Purchase Order #:	0	Voucher #: 146814	Invoice #: SPI01464443		216.74
Invoice Description:		GENRTR SOLENOID			
403-676-622		RPR/MAINT VEHICLES		216.74	
Purchase Order #:	0	Voucher #: 146922	Invoice #: TR32208-001		1,990.00
Invoice Description:		4/29-5/02/24 RLLR RENT			
001-604-710		POLICE STATION CONSTRUCTI		1,990.00	
*****	06/05/2024	7514 THREAT ADVICE	Check	No	505.00
Purchase Order #:	0	Voucher #: 147358	Invoice #: 195000		505.00
Invoice Description:		MAY 24			
001-001-612		PROFESSIONAL FEES		505.00	
*****	06/05/2024	7225 TOOL EXPO CORPORATION	Check	No	44.90
Purchase Order #:	0	Voucher #: 146815	Invoice #: 30010 /2		44.90
Invoice Description:		LESS \$4.50 TAX RNDG OVR BIT			
430-682-616		RPR/MAINT PLANT/BLDGS		44.90	
*****	06/05/2024	6764 TRANS UNION LLC	Check	No	70.95
Purchase Order #:	0	Voucher #: 146816	Invoice #: 04449578		70.95
Invoice Description:		APR 2024			
001-100-516		SUPPLIES/OPERATING		70.95	
*****	06/05/2024	8122 TREY CANIDA LAW, LLC	Check	No	903.00
Purchase Order #:	0	Voucher #: 146923	Invoice #: MC 2023-624		434.00
Invoice Description:		N. MATTHEWS			
001-010-612		PROFESSIONAL FEES		434.00	
Purchase Order #:	0	Voucher #: 146924	Invoice #: MC 2024-0006		182.00
Invoice Description:		E. TRIPLETT			
001-010-612		PROFESSIONAL FEES		182.00	

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & 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 #: 146925	Invoice #: MC 2024-12		147.00
Invoice Description:	B JONES				
001-010-612	PROFESSIONAL FEES			147.00	
Purchase Order #:	0	Voucher #: 146926	Invoice #: MC 2024-41		140.00
Invoice Description:	R. KELLY				
001-010-612	PROFESSIONAL FEES			140.00	
*****	06/05/2024	2085 TROJAN TECHNOLOGIES INC	Check	No	2,565.00
Purchase Order #:	240186	Voucher #: 146817	Invoice #: 200 / 22713		2,565.00
Invoice Description:	UV LT COMM CNTL BRD				
403-676-616	RPR/MAINT PLANT/BLDGS			2,565.00	
*****	06/05/2024	8465 TURFPLUS ALABAMA, LLC	Check	No	4,075.00
Purchase Order #:	0	Voucher #: 147113	Invoice #: 2024051501		2,100.00
Invoice Description:	FLD 7 PAINT CLN				
001-301-620	RPR/MAINT GROUNDS			2,100.00	
Purchase Order #:	0	Voucher #: 147243	Invoice #: 2024052101		1,975.00
Invoice Description:	FLD 7 PAINT				
001-301-620	RPR/MAINT GROUNDS			1,975.00	
*****	06/05/2024	6717 U.S. DEPT OF TREASURY	Check	No	170.00
Purchase Order #:	0	Voucher #: 147359	Invoice #: 051724-BARLOW		170.00
Invoice Description:	WG160133332				
001-000-104	GARNISHMENT/SAVINGS			170.00	
*****	06/05/2024	6250 US FOODS INC	Check	No	777.92
Purchase Order #:	0	Voucher #: 146818	Invoice #: 2965979		-0.79
Invoice Description:	CRDT- REBATE				
001-110-516	SUPPLIES/OPERATING			-0.79	
Purchase Order #:	0	Voucher #: 147114	Invoice #: 2517693		470.60
Invoice Description:	INMATE CONCESSIONS				
001-110-516	SUPPLIES/OPERATING			470.60	
Purchase Order #:	0	Voucher #: 147115	Invoice #: 2517694		309.34
Invoice Description:	INMATE CONCESSIONS				
001-110-516	SUPPLIES/OPERATING			309.34	
Purchase Order #:	0	Voucher #: 147116	Invoice #: 2959578		-1.23
Invoice Description:	CRDT- REBATE				
001-110-516	SUPPLIES/OPERATING			-1.23	
*****	06/05/2024	6593 VC3, INC.	Check	No	2,899.00
Purchase Order #:	0	Voucher #: 147360	Invoice #: 150848		2,899.00
Invoice Description:	VIRTUAL SRVR BACKUP				
001-001-612	PROFESSIONAL FEES			2,899.00	
*****	06/05/2024	1299 VCA ANIMAL HOSPITALS, INC	Check	No	302.97
Purchase Order #:	0	Voucher #: 146819	Invoice #: 940608021		132.99
Invoice Description:	MAGNUM FOOD				
001-100-612	PROFESSIONAL FEES			132.99	
Purchase Order #:	0	Voucher #: 146820	Invoice #: 940608024		84.99
Invoice Description:	SCOUT FOOD				
001-100-612	PROFESSIONAL FEES			84.99	
Purchase Order #:	0	Voucher #: 147117	Invoice #: 940606242		84.99
Invoice Description:	HUGO FOOD				
001-100-612	PROFESSIONAL FEES			84.99	
*****	06/05/2024	2245 VINYL SOLUTIONS	Check	No	4,892.00

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	240260	Voucher #: 146821	Invoice #: EMT-130328		3,720.00
Invoice Description:	#205,207,229A WRAP/ INSTLL				
001-100-622	RPR/MAINT VEHICLES			3,720.00	
Purchase Order #:	0	Voucher #: 147118	Invoice #: EMT-130371		1,100.00
Invoice Description:	#203 VINYL WRAP/ INSTALL				
001-100-622	RPR/MAINT VEHICLES			1,100.00	
Purchase Order #:	0	Voucher #: 147119	Invoice #: EMT-130376		72.00
Invoice Description:	VINYL LTTRNG- COOLERS				
001-100-516	SUPPLIES/OPERATING			72.00	
*****	06/05/2024	8326 VISION SECURITY TECHNOLOGIES	Check	No	16,869.63
Purchase Order #:	240239	Voucher #: 147244	Invoice #: 56365A		6,817.14
Invoice Description:	STN 3 DEPOSIT SURVEILLANCE STM				
001-175-507	EQUIPMENT/SMALL			6,817.14	
Purchase Order #:	240240	Voucher #: 147245	Invoice #: 56364A		10,052.49
Invoice Description:	SRF SHK DEPOSIT SURVEILLANCE STM				
001-175-507	EQUIPMENT/SMALL			10,052.49	
*****	06/05/2024	2250 VISUAL EFFECTS	Check	No	31.00
Purchase Order #:	0	Voucher #: 146822	Invoice #: 8465		31.00
Invoice Description:	EMBROIDERY				
001-110-540	UNIFORMS			31.00	
*****	06/05/2024	2335 WALMART COMMUNITY	Check	No	1,730.02
Purchase Order #:	0	Voucher #: 146823	Invoice #: 04793		78.88
Invoice Description:	WILDLF FOOD				
001-410-516	SUPPLIES/OPERATING			78.88	
Purchase Order #:	0	Voucher #: 146824	Invoice #: 07709		214.54
Invoice Description:	SUNSCRN/ LUBE/ INSCD/ CMPHO PHNQ				
001-301-516	SUPPLIES/OPERATING			214.54	
Purchase Order #:	0	Voucher #: 146927	Invoice #: 01843B		41.18
Invoice Description:	WLDLF FOOD				
001-410-516	SUPPLIES/OPERATING			41.18	
Purchase Order #:	0	Voucher #: 146928	Invoice #: 03919		29.43
Invoice Description:	PNCL SHRPNR/ DRY ERS MRKRS/ ERSR				
001-375-516	SUPPLIES/OPERATING			29.43	
Purchase Order #:	0	Voucher #: 147009	Invoice #: 00103		22.90
Invoice Description:	PLNNG CMMSSN SUPPLIES				
001-030-516	SUPPLIES/OPERATING			22.90	
Purchase Order #:	0	Voucher #: 147010	Invoice #: 08214		382.88
Invoice Description:	TV/ MOUNT				
001-303-507	EQUIPMENT/SMALL			382.88	
Purchase Order #:	0	Voucher #: 147120	Invoice #: 02483		111.24
Invoice Description:	WILDLIFE FOOD				
001-410-516	SUPPLIES/OPERATING			111.24	
Purchase Order #:	0	Voucher #: 147361	Invoice #: 00337		55.30
Invoice Description:	KEYBRD/ CBLs				
001-375-516	SUPPLIES/OPERATING			55.30	
Purchase Order #:	0	Voucher #: 147362	Invoice #: 00838		503.59
Invoice Description:	LESS \$1.65 TAX SMMR CAMP SPPLS				
001-350-516	SUPPLIES/OPERATING			503.59	
Purchase Order #:	0	Voucher #: 147363	Invoice #: 01009		102.58
Invoice Description:	EE CULINARY CLASS SUPPLIES				
001-350-516	SUPPLIES/OPERATING			102.58	

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & 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 #: 147364	Invoice #: 03125		11.63
Invoice Description:	CANDY				
001-350-516	SUPPLIES/OPERATING			11.63	
Purchase Order #:	0	Voucher #: 147365	Invoice #: 03149A		126.66
Invoice Description:	EE CULINARY CLASS SUPPLIES				
001-350-516	SUPPLIES/OPERATING			126.66	
Purchase Order #:	0	Voucher #: 147366	Invoice #: 03793		49.21
Invoice Description:	HE TANK/ DRIED FRUIT				
001-350-516	SUPPLIES/OPERATING			49.21	
*****	06/05/2024	6673 CARMEN W. WATKINS	Check	No	330.00
Purchase Order #:	0	Voucher #: 146834	Invoice #: 240510		180.00
Invoice Description:	YOGA/ BLNC,CORE,FLEX				
001-325-612	PROFFESIONAL FEES			180.00	
Purchase Order #:	0	Voucher #: 147025	Invoice #: 240517		150.00
Invoice Description:	YOGA/ BLNC,COR,FLX				
001-325-612	PROFFESIONAL FEES			150.00	
*****	06/05/2024	7345 WESCO GAS & WELDING SUPPLY INC	Check	No	1,814.77
Purchase Order #:	0	Voucher #: 146825	Invoice #: 2001461491		13.65
Invoice Description:	HOSE				
403-676-616	RPR/MAINT PLANT/BLDGS			13.65	
Purchase Order #:	0	Voucher #: 146929	Invoice #: 2001458455		68.96
Invoice Description:	CYLINDER RENT				
001-200-516	SUPPLIES/OPERATING			68.96	
Purchase Order #:	0	Voucher #: 147367	Invoice #: 2001462531		1,732.16
Invoice Description:	PLASMA CUTTER				
403-676-516	SUPPLIES/OPERATING			1,732.16	
*****	06/05/2024	3080 WEST MARINE PRODUCTS INC	Check	No	1,595.17
Purchase Order #:	0	Voucher #: 146930	Invoice #: 9449		9.98
Invoice Description:	TRLR WINCH				
001-410-618	RPR/MAINT EQUIPMENT			9.98	
Purchase Order #:	0	Voucher #: 146931	Invoice #: 9462		347.52
Invoice Description:	VHF RADIOS/ J16 FUEL TNK/ DRN PLGS				
001-410-507	EQUIPMENT/SMALL			347.52	
Purchase Order #:	0	Voucher #: 146932	Invoice #: 9468		1,215.19
Invoice Description:	#354 GPS/ WARRNTY				
001-614-731	GOMESA			1,215.19	
Purchase Order #:	0	Voucher #: 147121	Invoice #: 5896		22.48
Invoice Description:	PLASTIC CLNR/ PRTCTNT				
001-100-516	SUPPLIES/OPERATING			22.48	
*****	06/05/2024	3048 WOERNER TURF SALES	Check	No	642.50
Purchase Order #:	0	Voucher #: 147246	Invoice #: INV-100416		100.00
Invoice Description:	1 PALLET CENTIPEDE SOD				
001-608-756	BEAVER CREEK SIDEWALKS			100.00	
Purchase Order #:	0	Voucher #: 147247	Invoice #: INV-100590		100.00
Invoice Description:	1 PALLET CENTIPEDE SOD				
001-608-756	BEAVER CREEK SIDEWALKS			100.00	
Purchase Order #:	0	Voucher #: 147368	Invoice #: INV-101084		442.50
Invoice Description:	3 PLLTS ST AUG SOD				
001-210-620	RPR/MAINT GROUNDS			442.50	
*****	06/05/2024	7265 WRICO SIGNS INC	Check	No	1,084.85

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & 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 #: 147248	Invoice #: 28571		1,084.85	
Invoice Description:		DOLPHIN STATUE PLAQUE				
430-682-507		EQUIPMENT/SMALL			1,084.85	
*****	06/05/2024	659 XEROX BUSINESS SOLUTIONS SOUTHEAST	Check	No	705.01	
Purchase Order #:	0	Voucher #: 146826	Invoice #: IN2513782		37.62	
Invoice Description:		11/30/23-12/29/23 COPIER				
001-100-516		SUPPLIES/OPERATING			37.62	
Purchase Order #:	0	Voucher #: 146933	Invoice #: IN2513742		24.14	
Invoice Description:		11/29-12/28/23 COPIER				
001-030-516		SUPPLIES/OPERATING			24.14	
Purchase Order #:	0	Voucher #: 147011	Invoice #: IN2513644		89.60	
Invoice Description:		11/22-01/21/24 COPIER				
403-676-516		SUPPLIES/OPERATING			89.60	
Purchase Order #:	0	Voucher #: 147369	Invoice #: IN2513645		98.78	
Invoice Description:		09/29-12/28/23 COPIER				
001-200-612		PROFESSIONAL FEES			98.78	
Purchase Order #:	0	Voucher #: 147370	Invoice #: IN2736111		454.87	
Invoice Description:		04/01-05/31/24 COPIER				
001-001-516		SUPPLIES/OPERATING			454.87	
*****	06/05/2024	6191 XEROX CORPORATION	Check	No	220.54	
Purchase Order #:	0	Voucher #: 146934	Invoice #: 021262068		32.72	
Invoice Description:		03/27-04/26/24 COPIER				
001-410-516		SUPPLIES/OPERATING			32.72	
Purchase Order #:	0	Voucher #: 147122	Invoice #: 021316342		23.81	
Invoice Description:		03/30-04/30/24 COPIER				
430-682-516		SUPPLIES/OPERATING			23.81	
Purchase Order #:	0	Voucher #: 147371	Invoice #: 021316343		164.01	
Invoice Description:		03/30-04/30/24 COPIER				
001-350-612		PROFESSIONAL FEES			164.01	
Check Run 6951 Check Total					\$1,412,627.28	
Check Run 6951 Update Only					\$0.00	
Check Run 6951 Total					\$1,412,627.28	
Check Run: 6952						
*****	05/24/2024	8496 BRANDON TILLMAN	Check	No	15,300.00	
Purchase Order #:	240270	Voucher #: 147377	Invoice #: INV-66		15,300.00	
Invoice Description:		2 OF 3 PRTBL TRNSPRT				
001-604-710		POLICE STATION CONSTRUCTI			15,300.00	
Check Run 6952 Check Total					\$15,300.00	
Check Run 6952 Update Only					\$0.00	
Check Run 6952 Total					\$15,300.00	
Check Run: 6954						
*	*****	06/05/2024	1320 MATHES OF ALABAMA ELECTRIC SUPPLY CO	Check	No	858.98
Purchase Order #:	0	Voucher #: 146989	Invoice #: 636069-00		284.10	
Invoice Description:		DISC \$5.80 F9, F12 LT BULBS				
001-301-618		RPR/MAINT EQUIPMENT			284.10	
Purchase Order #:	0	Voucher #: 147078	Invoice #: 636634-00		185.22	
Invoice Description:		DISC \$3.78 CBL TIES				

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05/30/2024 2:55:41PM

Page 43 of 45

ap-check-register

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-301-516 SUPPLIES/OPERATING			185.22
		Purchase Order #: 0 Voucher #: 147203 Invoice #: 636767-00			57.78
		Invoice Description: DISC \$1.18 BREAKER			
		001-410-620 RPR/MAINT GROUNDS			57.78
		Purchase Order #: 0 Voucher #: 147318 Invoice #: 636459-00			34.30
		Invoice Description: DISC \$0.70 FLOOD LAMP			
		001-200-516 SUPPLIES/OPERATING			34.30
		Purchase Order #: 0 Voucher #: 147379 Invoice #: 636458-00A			297.58
		Invoice Description: LED LIGHTS/ EXIT SGNS/ CLNG PLT CMBOS			
		001-303-507 EQUIPMENT/SMALL			297.58
*****	06/05/2024	1370 SANDY SANSING CHEVROLET OF FOLEY	Check	No	175.00
		Purchase Order #: 0 Voucher #: 147343 Invoice #: 419186			175.00
		Invoice Description: #496 TRNSMSSN DIAG			
		001-210-622 RPR/MAINT VEHICLES			175.00
*****	06/05/2024	1930 SHERWIN-WILLIAMS	Check	No	66.73
		Purchase Order #: 0 Voucher #: 147380 Invoice #: 2968-5A			66.73
		Invoice Description: PAINT/ PNTRS TAPE			
		001-303-507 EQUIPMENT/SMALL			66.73
Check Run 6954 Check Total					\$1,100.71
Check Run 6954 Update Only					\$0.00
Check Run 6954 Total					\$1,100.71

Check Run: 6955

*****	06/05/2024	7001 AGROMAX, LLC	Check	No	707.60
		Purchase Order #: 0 Voucher #: 147381 Invoice #: 22987			707.60
		Invoice Description: TOPDRESSING			
		001-210-620 RPR/MAINT GROUNDS			707.60
Check Run 6955 Check Total					\$707.60
Check Run 6955 Update Only					\$0.00
Check Run 6955 Total					\$707.60

Check Run: 6956

*****	06/05/2024	7007 AT WORK UNIFORMS	Check	No	4,632.60
		Purchase Order #: 0 Voucher #: 146698 Invoice #: 120078			-25.55
		Invoice Description: SHIRT			
		430-682-516 SUPPLIES/OPERATING			-25.55
		Purchase Order #: 0 Voucher #: 146851 Invoice #: 120015			64.99
		Invoice Description: HOODIE			
		001-200-540 UNIFORMS			64.99
		Purchase Order #: 0 Voucher #: 146956 Invoice #: 119756			1,034.51
		Invoice Description: SHIRTS			
		001-410-540 UNIFORMS			1,034.51
		Purchase Order #: 0 Voucher #: 146957 Invoice #: 120001			148.44
		Invoice Description: SHIRTS			
		403-676-540 UNIFORMS			148.44
		Purchase Order #: 0 Voucher #: 147040 Invoice #: 120806			1,055.57
		Invoice Description: SHIRTS/ JACKETS			
		001-030-540 UNIFORMS			1,055.57
		Purchase Order #: 0 Voucher #: 147273 Invoice #: 119993			2,354.64

fhandley

05/30/2024 2:55:41PM

Page 44 of 45

ap-check-register

Check Register for 5/23/2024 to 6/5/2024 & Check Numbers 0 to 2147483647
Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Invoice Description:		TOTE BAGS/ BKPKS/ SHIRTS			
	001-350-516	SUPPLIES/OPERATING			2,178.04
	001-350-540	UNIFORMS			176.60
Check Run 6956 Check Total					\$4,632.60
Check Run 6956 Update Only					\$0.00
Check Run 6956 Total					\$4,632.60

Check Run: 6960					
*****	06/05/2024	8507 BROADHEAD AND SON STUMP GRINDING	Check	No	750.00
Purchase Order #: 0		Voucher #: 147384	Invoice #: 983671		750.00
Invoice Description:		PRTBL SITE STMP GRND			
	001-604-710	POLICE STATION CONSTRUCTI			750.00
*****	06/05/2024	1075 JUDGE OF PROBATE	Check	No	10.00
Purchase Order #: 0		Voucher #: 147385	Invoice #: 240524		10.00
Invoice Description:		S SMITH NOTARY RNWL			
	001-030-612	PROFESSIONAL FEES			10.00
Check Run 6960 Check Total					\$760.00
Check Run 6960 Update Only					\$0.00
Check Run 6960 Total					\$760.00

Description	Count	Amount (\$)
ACH	0	\$0.00
Bank of America	0	\$0.00
Check	186	\$1,438,058.19
Strategic Payment Services	0	\$0.00
Wells Fargo	0	\$0.00
Paymode X	0	\$0.00
Update Only	0	\$0.00
GRAND TOTAL	186	\$1,438,058.19

* 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
JUNE 4, 2024**

Departments: City Clerk

Description of Topic: Resolution reappointing Sted McCollough to the Construction Board of Adjustment and Appeals.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 06-04-24 24-xxx Appoint Construction Board Adjustment Appeals McCollough

RESOLUTION NO. 24-xxx

**A RESOLUTION REAPPOINTING STED MCCOLLOUGH
TO THE CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS**

FINDINGS:

1. The term of Construction Board of Adjustment and Appeals member Sted McCollough is set to expire.
2. Sted McCollough has served in his position faithfully and well.
3. The Building Official has recommended that Mr. McCollough be reappointed to his position on the Construction Board of Adjustment and Appeals.

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

1. That Sted McCollough be and is hereby appointed to serve on the Construction Board of Adjustment and Appeals for a five year term which ends June 2029;
2. That it be reaffirmed that the following persons have been appointed to the Board of Adjustment for the terms set out below:

<u>Area of Expertise</u>	<u>Name</u>	<u>Term Length</u>	<u>Term Expiration Date</u>
Design Professional (Architect) / Superintendent	Sted McCollough	5 Years	June 2029
Design Professional (Structural)	Michael D. Davis, P.E.	4 Years	June 2025
Design Prof. (Mechanical/Plumbing) / Contractor	Russ Hart	4 Years	June 2026
Electrical Engineer / Contractor	Jon Townsend	4 Years	June 2026
Fire Protection Engineer / Contractor	Vince McCoy	4 Years	June 2027
Alternate	Greg Kennedy	4 Years	June 2027
Alternate	Jeff Silvers	5 Years	June 2028

3. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 4th DAY OF JUNE, 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 June 4, 2024.

City Clerk



**REGULAR CITY COUNCIL MEETING
JUNE 4, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Renee Smith to provide various legal services for the Legal Department.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 06-04-24 24-xxx Authorize Professional Services Agreement Legal Renee Smith
2. 2024.05.16 Professional Services Agreement Legal Renee Smith

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH RENEE SMITH
TO PROVIDE VARIOUS LEGAL SERVICES FOR THE LEGAL DEPARTMENT**

FINDINGS:

1. Renee Smith is a certified paralegal with 20+ years of experience in the legal field who is currently employed with the City of Orange Beach and will retire on June 30, 2024.
2. The City wishes to engage Renee Smith as an Independent Contractor after her retirement to provide various legal services for the benefit of the City of Orange Beach Legal Department.
3. The City and Renee Smith have reached an agreement (attached Exhibit A) whereby the City of Orange Beach agrees to pay Renee Smith to provide various legal services on a remote, hourly basis at request of the City's Legal Department.
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 Council authorizes the Mayor and City Clerk to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Renee Smith 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 4th DAY OF JUNE, 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 June 4, 2024.

City Clerk

PROFESSIONAL SERVICES CONTRACT

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

1. Recitals.

WHEREAS, the City desires to engage Contractor to provide professional services limited to legal services support to the City Attorney's office;

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

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

2. Consulting Services to be Performed.

- a) Contractor will perform such services with regard to the City Attorney's needs, based on many years of education, experience and institutional knowledge.

3. Compensation.

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid \$50.00 / hour, plus pre-approved expenses incurred as part of Contractor's performance of this contract, in accordance with City policies. The maximum compensation shall be \$38,000.00 annually calculated per January to December calendar period.
- b) Contractor agrees to abide by the City's established policies, and agrees that any travel and expenses must be approved in advance by the City.
- c) Contractor shall be paid per invoice submitted on a monthly basis to the City Attorney with project detail provided.

4. Equipment.

The City may provide Contractor with a MAC computer, ipad and certain portable electronic devices necessary for the completion of tasks associated with this Agreement. Contractor's possession of said devices shall begin and terminate with the term of this Agreement, and devices shall only be used for work purposes with access to and confidentiality of same protected in a way to protect attorney client privilege of information contained thereon.

5. Term.

The term of this Agreement is six (6) months commencing July 1, 2024 and ending December 31, 2024. The Agreement may be renewed for additional renewal terms at twelve (12) months per term, from January 1 and ending December 31 of any subsequent renewal term.

6. Independent Contractor.

- a) Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor.

- b) Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense as City may from time to time request to indicate that it is an independent Contractor. City does not, and will not, assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed but, on the contrary, Contractor shall be wholly responsible therefor.

7. Assignment.

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

8. Compliance with Law.

Contractor hereby agrees to comply strictly with all the laws of the State of Alabama and of the United States, and the laws and ordinances of any other jurisdiction in which contractor may perform any work pursuant to this Agreement. Contractor further agrees to comply with all rules, regulations, policies, and City ordinances that apply to sporting or other activities at City properties and facilities.

9. Termination.

This Agreement may be terminated by either party for any reason upon thirty (30) days' notice of the intent to terminate. Upon termination, Contractor shall be paid *pro rata* for all services actually rendered up to the effective date of termination.

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

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

13. Law Governing.

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

14. Notices.

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

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

And to Contractor:
Renee Smith
Post Office Box 1295
Orange Beach, AL 36561

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

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

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

Renee Smith, an Individual

STATE OF ALABAMA
COUNTY OF BALDWIN

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

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

Notary Public

(SEAL)

State of Alabama
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

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

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

(SEAL)

Notary Public
State of Alabama
My Commission Expires: _____



**REGULAR CITY COUNCIL MEETING
JUNE 4, 2024**

Departments: City Clerk

Description of Topic: Resolution declaring a drone owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to Elberta High School.

Background/Description: The drone was originally purchased by the Police Department in 2018 for \$40,021.50. It is no longer used due to software security concerns.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 06-04-24 24-xxx Donate Surplus Police Drone Elberta High School
2. 2024.04.29 Letter of Request - Elberta High School Drone

RESOLUTION NO. 24-xxx

**A RESOLUTION DECLARING A TETHERED DRONE
OWNED BY THE CITY OF ORANGE BEACH AS SURPLUS AND UNNEEDED
AND AUTHORIZING THE DONATION OF SAID PROPERTY
TO ELBERTA HIGH SCHOOL**

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
POLICE	DJI MATRICE 210 TETHERED DRONE	1	SERIAL #OGODF8B0240089

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 Elberta High School Athletic Director for assistance.
4. The Police Department has a tethered drone that is not being used and is suitable for the needs of Elberta High School.
5. Orange Beach City Council has determined that donating surplus vehicles and/or equipment to neighboring communities 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 Elberta High School on behalf of the City of Orange Beach; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 4th DAY OF JUNE, 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 June 4, 2024.

City Clerk



ELBERTA HIGH SCHOOL ATHLETICS
13366 ILLINOIS ST, ELBERTA, ALABAMA 36530
NATHAN R. MCDANIEL HEAD FOOTBALL / ATHLETIC DIRECTOR

4/29/24

Mayor Kennon and Assistant Chief Howard,

Sirs, I hope this letter finds both of you blessed! I want to first thank you for all that you do in your respective positions and for always being a friend to Elberta High School. Your continuous support and generosity are very much appreciated by myself, our administration and the students of Elberta High School.

Some time ago, I was informed of a tethered drone that the Orange Beach Police Department was in possession of that was no longer in use. I spoke with Assistant Chief Howard about the drone to see if it would be possible if the Police Department could donate it to our football program to film games and practices, since it is not being used anyway. We have been in search for a tethered drone for quite some time, but the cost of purchasing one goes above and beyond our everyday budget. Therefore, we have not been able to purchase one to this point.

Assistant Chief Howard asked me to write a letter, on behalf of the Elberta High School football program, requesting this donation. If this is not possible, I completely understand and will continually thank you for all your generosity. If this is a possibility, please know that the drone will go to good use and will be utilized daily for benefit of our athletes and our program.

Again, thank you for your selfless service and for being the great men of integrity that you are.

Blessings to you both.

Coach McDaniel

Nathan R. McDaniel
Head Football Coach / Athletic Director
Elberta High School



**REGULAR CITY COUNCIL MEETING
JUNE 4, 2024**

Departments: City Clerk

Description of Topic: Resolution retiring police canine "Perseus" and authorizing the Mayor to execute the documents necessary to transfer ownership of "Perseus" to Officer Alisa Dixon.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 06-04-24 24-xxx Surplus K-9 Perseus

RESOLUTION NO. 24-xxx

**A RESOLUTION RETIRING POLICE CANINE “PERSEUS” AND
AUTHORIZING THE MAYOR TO EXECUTE THE DOCUMENTS NECESSARY
TO TRANSFER OWNERSHIP OF “PERSEUS” TO OFFICER ALISA DIXON**

FINDINGS:

1. The Police Canine “Perseus” has been a working police dog for the Orange Beach Police Department for most of his life.
2. Police Canine “Perseus” is over 10 years old and is retiring from service as a working police canine for the City of Orange Beach due to his overall health and serviceability.
3. In consideration of the unique training and relationship that develops between a canine handler and a police service canine, it is customary to assign retired police service canines to their handlers.

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

1. That Police Canine “Perseus,” along with his kennel and personal items (leash, bowl, brush, etc.), be declared surplus property;
2. That Police Canine “Perseus” be retired from police services for the City of Orange Beach;
3. That in honor of Perseus’ service to the City, ownership of Police Canine “Perseus” be transferred to his final handler Officer Alisa Dixon;
4. That the Mayor is hereby authorized to execute the documents necessary to assign Police Canine “Perseus” to Officer Alisa Dixon; and
5. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 4th DAY OF JUNE, 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 June 4, 2024.

City Clerk



**REGULAR CITY COUNCIL MEETING
JUNE 4, 2024**

Departments: City Clerk

Description of Topic: Resolution retiring police canine "Magnum" and authorizing the Mayor to execute the documents necessary to transfer ownership of "Magnum" to Officer Kendall Hobbs.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 06-04-24 24-xxx Surplus K-9 Magnum

RESOLUTION NO. 24-xxx

**A RESOLUTION RETIRING POLICE CANINE “MAGNUM” AND
AUTHORIZING THE MAYOR TO EXECUTE THE DOCUMENTS NECESSARY
TO TRANSFER OWNERSHIP OF “MAGNUM” TO OFFICER KENDALL HOBBS**

FINDINGS:

1. Officer Kendall Hobbs is the handler for Police Canine “Magnum.”
2. Officer Hobbs is leaving Orange Beach to take a position as Deputy with the Baldwin County Sheriff’s Office.
3. Police Canine “Magnum” has been a working police dog for the Orange Beach Police Department.
4. Police Canine “Magnum” is over seven years old and has approximately one to two years of serviceability remaining.
5. In consideration of the unique training and relationship that develops between a canine handler and a police service canine, it is customary to assign retired police service canines to their handlers.
6. Given the age of “Magnum” and his limited remaining serviceability, the Police Chief has recommended retiring “Magnum” from police service and transferring ownership to his handler, Officer Hobbs, in exchange for reimbursement to the City for the police canine’s depreciated value, estimated at \$2,000.

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

1. That Police Canine “Magnum” be retired from police services for the City of Orange Beach;
2. That in honor of Magnum’s service to the City, ownership of Police Canine “Magnum” be transferred to his handler Officer Kendall Hobbs in exchange for reimbursement to the City for the police canine’s depreciated value, set at \$2,000;
3. That the Mayor is hereby authorized to execute the documents necessary to assign Police Canine “Magnum” to Officer Kendall Hobs; and
4. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 4th DAY OF JUNE, 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 June 4, 2024.

City Clerk



**REGULAR CITY COUNCIL MEETING
JUNE 4, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of professional services agreements with DeRhonda Ponder, Elizabeth Wood, and Stephanie Myrick for special needs aide services for the Expect Excellence program.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 06-04-24 24-xxx Authorize Professional Services Agreement Special Needs Aides Expect Excellence
2. 2024.05.18 Professional Services Agreement Special Needs Aide Ponder
3. 2024.05.18 Professional Services Agreement Special Needs Aide Myrick
4. 2024.05.18 Professional Services Agreement Special Needs Aide Wood

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF
PROFESSIONAL SERVICES AGREEMENTS WITH
DERHONDA PONDER, ELIZABETH WOOD, AND STEPHANIE MYRICK
FOR SPECIAL NEEDS AIDE SERVICES FOR THE EXPECT EXCELLENCE PROGRAM**

FINDINGS:

1. The City of Orange Beach's Expect Excellence program is in need of special needs aide services.
2. The City of Orange Beach has reached an agreement (attached Exhibits A, B & C) with DeRhonda Ponder, Elizabeth Wood, and Stephanie Myrick whereby DeRhonda Ponder, Elizabeth Wood, and Stephanie Myrick will provide special needs aide services for the City of Orange Beach.
3. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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 agreements in substantially the form and of substantially the content now before the Council between the City of Orange Beach and DeRhonda Ponder, Elizabeth Wood, and Stephanie Myrick 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 4th DAY OF JUNE, 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 June 4, 2024.

City Clerk

PROFESSIONAL SERVICES CONTRACT

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

1. Recitals.

WHEREAS, the City desires to engage Contractor to provide special needs assistance for its Expect Excellence summer program;

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

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

2. Services to be Performed.

- a) Contractor will provide special needs services necessary to achieve the goals of the City's Expect Excellence summer program.
- b) Contractor will perform such other services with regard to the City's Expect Excellence program as are mutually agreed to between the Contractor and the City.

3. Compensation.

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid \$40.00 per hour at a number of hours to vary week to week based upon the needs of the City.
- b) Contractor agrees to abide by the City's established policies.
- c) Contractor shall be paid in every two weeks, upon the City's receipt of a properly documented invoice for services performed.

4. Term.

The term of this Agreement shall commence on June 5, 2024, and end on August 2, 2024.

5. Independent Contractor.

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

6. Insurance.

- a) For the term of this Agreement, the Contractor shall acquire and maintain in full force and affect the policy of insurance evidenced by the certificate of insurance attached hereto as "Exhibit A", with the City being named as an additional insured.

- b) Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7. Assignment.

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

8. Compliance with Law.

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

9. Termination.

This Agreement may be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate. Upon termination, Contractor shall be paid *pro rata* for all services actually rendered up to the effective date of termination. This Agreement may be terminated immediately by the City upon failure of the required background check or drug testing, as set out in paragraph 15, below or upon breach of any term hereof by Contractor. Failure to terminate this contract upon discovery of breach shall not constitute consent thereto nor waive the City's right to terminate this contract therefore.

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, by a Court decision, statute or rule, such rendering shall not affect the remainder of this Agreement. This section shall survive termination of the agreement.

13. Law Governing.

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

14. Permits, etc.

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

15. Background Check and Drug Testing

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

16. Indemnification

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

17. Confidentiality

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

18. Notices.

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

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

And to Contractor:

Copy to:
City Attorney
Post Office Box 458
Orange Beach, AL 36561

DeRhonda Ponder
Post Office Box 32
Orange Beach, AL 36561

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

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

DeRhonda Ponder, an Individual

STATE OF ALABAMA
COUNTY OF BALDWIN

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

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

(SEAL)

Notary Public
State of Alabama
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

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

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

(SEAL)

Notary Public
State of Alabama
My Commission Expires: _____

PROFESSIONAL SERVICES CONTRACT

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

1. Recitals.

WHEREAS, the City desires to engage Contractor to provide special needs assistance for its Expect Excellence summer program;

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

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

2. Services to be Performed.

- a) Contractor will provide special needs services necessary to achieve the goals of the City's Expect Excellence summer program.
- b) Contractor will perform such other services with regard to the City's Expect Excellence program as are mutually agreed to between the Contractor and the City.

3. Compensation.

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid \$40.00 per hour.
- b) Contractor agrees to abide by the City's established policies.
- c) Contractor shall be paid in every two weeks, upon the City's receipt of a properly documented invoice for services performed.

4. Term.

The term of this Agreement shall commence on June 5, 2024, and end on August 2, 2024.

5. Independent Contractor.

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

6. Insurance.

- a) For the term of this Agreement, the Contractor shall acquire and maintain in full force and affect the policy of insurance evidenced by the certificate of insurance attached hereto as "Exhibit A", with the City being named as an additional insured.

- b) Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7. Assignment.

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

8. Compliance with Law.

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

9. Termination.

This Agreement may be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate. Upon termination, Contractor shall be paid *pro rata* for all services actually rendered up to the effective date of termination. This Agreement may be terminated immediately by the City upon failure of the required background check or drug testing, as set out in paragraph 15, below or upon breach of any term hereof by Contractor. Failure to terminate this contract upon discovery of breach shall not constitute consent thereto nor waive the City's right to terminate this contract therefore.

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, by a Court decision, statute or rule, such rendering shall not affect the remainder of this Agreement. This section shall survive termination of the agreement.

13. Law Governing.

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

14. Permits, etc.

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

15. Background Check and Drug Testing

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

16. Indemnification

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

17. Confidentiality

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

18. Notices.

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

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

And to Contractor:

Copy to:
City Attorney
Post Office Box 458
Orange Beach, AL 36561

Stephanie Myrick
104 Glen Hardie Drive
Fairhope, AL 36532

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

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

Stephanie Myrick, an Individual

STATE OF ALABAMA
COUNTY OF BALDWIN

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

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

(SEAL)

Notary Public
State of Alabama
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

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

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

(SEAL)

Notary Public
State of Alabama
My Commission Expires: _____

PROFESSIONAL SERVICES CONTRACT

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

1. Recitals.

WHEREAS, the City desires to engage Contractor to provide special needs assistance for its Expect Excellence summer program;

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

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

2. Services to be Performed.

- a) Contractor will provide special needs services necessary to achieve the goals of the City's Expect Excellence summer program.
- b) Contractor will perform such other services with regard to the City's Expect Excellence program as are mutually agreed to between the Contractor and the City.

3. Compensation.

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid \$40.00 per hour.
- b) Contractor agrees to abide by the City's established policies.
- c) Contractor shall be paid in every two weeks, upon the City's receipt of a properly documented invoice for services performed.

4. Term.

The term of this Agreement shall commence on June 5, 2024, and end on August 2, 2024.

5. Independent Contractor.

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

6. Insurance.

- a) For the term of this Agreement, the Contractor shall acquire and maintain in full force and affect the policy of insurance evidenced by the certificate of insurance attached hereto as "Exhibit A", with the City being named as an additional insured.

- b) Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7. Assignment.

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

8. Compliance with Law.

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

9. Termination.

This Agreement may be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate. Upon termination, Contractor shall be paid *pro rata* for all services actually rendered up to the effective date of termination. This Agreement may be terminated immediately by the City upon failure of the required background check or drug testing, as set out in paragraph 15, below or upon breach of any term hereof by Contractor. Failure to terminate this contract upon discovery of breach shall not constitute consent thereto nor waive the City's right to terminate this contract therefore.

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, by a Court decision, statute or rule, such rendering shall not affect the remainder of this Agreement. This section shall survive termination of the agreement.

13. Law Governing.

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

14. Permits, etc.

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

15. Background Check and Drug Testing

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

16. Indemnification

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

17. Confidentiality

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

18. Notices.

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

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

And to Contractor:

Copy to:
City Attorney
Post Office Box 458
Orange Beach, AL 36561

Elizabeth Wood
332 Prestwick Ave.
Gulf Shores, AL. 36542

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

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

Elizabeth Wood, an Individual

STATE OF ALABAMA
COUNTY OF BALDWIN

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

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

(SEAL)

Notary Public
State of Alabama
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

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

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

(SEAL)

Notary Public
State of Alabama
My Commission Expires: _____



**REGULAR CITY COUNCIL MEETING
JUNE 4, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a professional services agreement with Adams Stewart Architect, LLC, for architectural services.

Background/Description: Staff has selected Adams Stewart Architect, LLC, to design the Sea Turtle Rehab Facility. This agreement is standard procedure to allow for the task order.

Action Options/Recommendation:

Source of Funding (if applicable): N/A, specific projects must be assigned through task order for any expenditure

ATTACHMENTS:

1. 06-04-24 24-xxx Authorize Professional Services Agreement Adams Stewart Architects
2. 2024.05.18 Professional Services Agreement Adams Stewart Architects

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
ADAMS STEWART ARCHITECT, LLC
FOR ARCHITECTURAL SERVICES**

FINDINGS:

1. The City of Orange Beach and Adams Stewart Architect, LLC, have reached an agreement (attached Exhibit A) whereby Adams Stewart Architect, LLC, will provide architectural services for the City of Orange Beach.
2. The Agreement authorizes work to be assigned by one or more task orders approved from time to time by the City Council.
3. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.
4. The term of this agreement shall be for twenty-four (24) months from the date of adoption by the Orange Beach City Council.

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 Adams Stewart Architect, LLC, 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 4th DAY OF JUNE, 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 June 4, 2024.

City Clerk

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (hereinafter “Agreement”) is made and entered into by and between the City of Orange Beach, an Alabama Municipal Corporation (hereinafter the “City”), and Adams Stewart Architect, LLC, (hereinafter “Contractor”), as follows:

1. Recitals

WHEREAS, the City desires to engage Contractor to provide architectural services for the purpose of developing city facilities;

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

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

2. Services to be Performed

- a) Contractor will provide architectural services and represent the City as requested as their Architectural Consultant on a variety of assigned projects.
- b) Each project will be assigned to Contractor in the form of a written Task Order describing the scope of work. A copy of this Agreement shall be attached to each Task Order.
- c) Contractor agrees to perform services that may include, but not be limited to, programming, planning, design, construction documents, construction administration, architectural consultation to the City as requested, and other services as requested and mutually agreed to between the Contractor and the City.
- d) Civil, Environmental, and Geotechnical engineering required for projects associated with the Contractor’s work shall be provided by others. The Contractor shall work with the City’s engineer(s) assigned to the project.

3. Compensation

Fees for work completed and reimbursable expenses will be invoiced to the City on a monthly basis, based on the following hourly rate schedule. It is anticipated that hourly fees will apply to conceptual and programming work in order to establish definitive scope of work for a specific project (Task Order). Once a project scope is identified, it is anticipated that a lump-sum fee will be established based on a percentage of the estimated cost of construction (see Alabama Building Commission Fee Schedule):

Insert Fee Schedule

4. Term.

Unless terminated earlier in accordance with the termination provisions of this Agreement, the term of this Agreement shall commence upon its adoption by the Orange Beach City Council and shall continue thereafter for twenty-four (24) months.

5. Independent Contractor.

- a) Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations

incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor.

- b) Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense as City may from time to time request to indicate that it is an independent Contractor. City does not, and will not, assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed but, on the contrary, Contractor shall be wholly responsible therefor.

6. Insurance.

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

7. Assignment.

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

8. Compliance with Law.

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

9. Termination.

This Agreement may be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate. Upon termination, Contractor shall be paid *pro rata* for all services actually rendered up to the effective date of termination. This Agreement may be terminated immediately by the City upon failure of the required background check or drug testing, as set out in paragraph 15, below or upon breach of any term hereof by Contractor. Failure to terminate this contract upon discovery of breach shall not constitute consent thereto nor waive the City's right to terminate this contract therefore.

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, by a Court decision, statute or rule, such rendering shall not affect the remainder of this Agreement. This section shall survive termination of the agreement.

13. Law Governing.

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

14. Permits, etc.

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

15. Background Check and Drug Testing.

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

16. Indemnification.

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

17. Confidentiality.

Contractor (including its employees, agents, subcontractors) acknowledges that all confidential or protected business and/or personal information ("Protected Information") that it may obtain while performing services for the City, is deemed confidential and proprietary to the City. During Contractor's tenure with the City, Contractor agrees to use Protected Information only and strictly as required to perform its services on behalf of the City. Contractor will not disclose Protected Information to any person or entity without the prior written consent of the City and the written agreement of any third party. Contractor agrees to refer any request for public information or records to the City Clerk, who is the custodian of records for the City and is responsible for the disclosure of public records in accordance with the public records laws of the state. Contractor agrees that it will not duplicate or incorporate Protected Information into its own records or databases and that after the

conclusion of its services to the City all Protected Information in the Contractor's possession will be turned over to the City. Contractor agrees not to disclose, use, transfer, or transmit the information to any person or entity for any purpose whatsoever. This includes records, passwords, access codes, manuals, statistics, software, audio/video recordings, or storage disks of any kind containing Protected Information.

18. Notices.

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

City of Orange Beach:
City Clerk
P.O. Box 458
Orange Beach, AL 36561

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

And to Contractor:

Adams Stewart Architects
P.O. Box 529
Robertsdale, AL 36567

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

CITY OF ORANGE BEACH, A Municipal Corporation

By: _____
Mayor Tony Kennon

ATTEST:

Renee Eberly, City Clerk

CONTRACTOR:

Adams Stewart Architect, LLC

By: _____
Jason C. Shipp

Its: Principal

STATE OF ALABAMA
COUNTY OF BALDWIN

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

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

(SEAL)

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

STATE OF ALABAMA
COUNTY OF _____

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Jason C. Shipp, whose name as Principal of Adams Stewart Architect, LLC, an Alabama Limited Liability Company, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

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

(SEAL)

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



**REGULAR CITY COUNCIL MEETING
JUNE 4, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a task order with Adams Stewart Architect, LLC, to provide structural engineering consultation services for a new Sea Turtle Center in an amount not to exceed \$3,500.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): RESTORE-Act funded project requested by the State

ATTACHMENTS:

1. 06-04-24 24-xxx Authorize Task Order Adams Stewart Architects Sea Turtle Facility
2. 2024.05.15 Task Order Adams Stewart Sea Turtle Center

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
TASK ORDER WITH ADAMS STEWART ARCHITECT, LLC
TO PROVIDE STRUCTURAL ENGINEERING CONSULTATION SERVICES FOR
A NEW SEA TURTLE CENTER
IN AN AMOUNT NOT TO EXCEED \$3,500**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 24-xxx adopted June 4, 2024, approved a contract with Adams Stewart Architect, LLC, to perform certain architectural services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The City Engineer has submitted a task order (attached Exhibit A) for Council approval.
4. The proposed Task Order requires Adams Stewart Architect, LLC, to provide structural engineering consultation services for a new Sea Turtle Center.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

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 Task Order as presented to Council between the City of Orange Beach and Adams Stewart Architect, LLC, on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$3,500.00 to Adams Stewart Architect, LLC, to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 4th DAY OF JUNE, 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 June 4, 2024.

City Clerk

ADAMS STEWART ARCHITECTS, LLC

May 15, 2024

City of Orange Beach
c/o Mr. Chris Pappas, City Engineer
P.O. Box 2432
Orange Beach, AL 36561

Re: Proposed New facility for: Coastal Alabama Sea Turtle Center
Professional Services Proposal (Structural Engineering Only)

Chris,

Thank you for the opportunity to provide a proposal for this project. This is an exciting project for our area and Adams Stewart Architects we would consider ourselves fortunate to be part of your team. We are prepared to move forward if you find this proposal acceptable.

Our Project Team:

Our team consists of the following Professionals. Individual team members and their resumes are available if requested.

Design Professional

Adams Stewart Architects, LLC

(Under Separate Agreement with Civil Engineer)

Barton & Shumer Engineering, LLC

Services Provided

Architecture, Construction Administration

Structural Engineer

Design Fees:

Note: See attached proposal from Barton & Shumer Engineering dated April 12, 2024 for the Foundation Design on this project.

The direct cost for the structural engineering and site visits will be billed through our office for this project.

Insurance

We carry the following insurance amounts:

General Liability: Two Million Dollars (\$2,000,000) coverage bodily injury, death and property damages on an occurrence basis and an annual aggregate of Four Million (\$4,000,000).

Professional Liability: One Million Dollars (\$1,000,000) coverage per occurrence basis and an annual aggregate of Two Million (\$2,000,000).

We sincerely thank you for your time in reviewing this proposal and we look forward to hearing from you. If you have any questions or need any additional information, please feel free to call me anytime.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "J.C. Shipp". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Jason C. Shipp
Project Manager, Principal
Adams Stewart Architects, LLC

Should you find this acceptable, please indicate by signing and returning this proposal to our office. We can execute AIA contracts for our services once the project scope has been developed.

Agreed and accepted by:

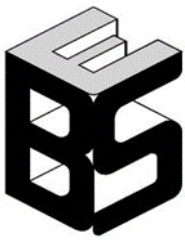
Accepted:

Date:

Print Name

Title

Please note that these rates exclude reimbursable expenses that may be incurred.



April 12, 2024

TO: Mr. Jason Shipp
Adams-Stewart Architects, LLC
22615 Highway 59 North
Robertsdale, AL 36567

RE: Structural Engineering Proposal
Coastal Alabama Sea Turtle Center – New Building
Orange Beach Boulevard
Orange Beach, AL

Dear Jason:

Barton & Shumer Engineering, LLC, is pleased to submit the following proposal for the performance of structural engineering consulting services associated with a new Pre-Engineered Metal Building, approximately 3100 square feet in size. We propose to render professional structural engineering consulting services in connection with the foundation of the new building.

Our scope of service will include the structural design of the foundations of the new building. The new construction will be designed to withstand the design loads and wind speed as required by the 2018 International Building Code. We will provide details and sections including all relevant connections, foundation design, and design notes. We will submit one copy of signed and sealed contract drawings.

Structural Engineering Design = \$2,000
Site Visits During Construction = \$500 per visit

This will be a flat fee project with a fee of \$2,000. Each site visit will be handled on an as-needed basis and will be \$500 per visit. Any additional services will be handled on an hourly basis. We require a 20% deposit/retainer (\$400) to begin work. If this letter satisfactorily sets forth your understanding of our agreement, we would appreciate your signing in the space provided below. Final payment will be due when final drawings are complete. We appreciate the chance to work with you. Please let us know if you have any questions.

Respectfully Submitted,
Barton & Shumer Engineering, LLC

Accepted By:
Jason Shipp

Russell S. Barton, P.E.
Alabama P.E. No. 24034

Print: _____
Date: _____



**REGULAR CITY COUNCIL MEETING
JUNE 4, 2024**

Departments: Coastal Resources

Description of Topic: Resolution authorizing the execution of amendment three to the subaward grant agreement with the Alabama Department of Conservation and Natural Resources for the RESTORE Act-funded expansion of the Orange Beach Wildlife Rehabilitation and Education Program.

Background/Description: This amendment removes city co-funding and adds \$469,150 to the overall grant to cover the construction cost 100%. Waiting on agreement from State.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR CITY COUNCIL MEETING
JUNE 4, 2024**

Departments: Coastal Resources

Description of Topic: Resolution authorizing execution of a professional services agreement with Glow Yoga LLC for water-based fitness instruction at the Wind and Water Learning Center.

Background/Description: Classes will be held at the WWLC during the summer months.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 06-04-24 24-xxx Authorize Professional Services Agreement Water Fitness Instruction Glow Yoga WWLC
2. 2024.05.18 Professional Services Agreement Glow Yoga

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
GLOW YOGA LLC FOR WATER-BASED FITNESS INSTRUCTION
AT THE WIND AND WATER LEARNING CENTER**

FINDINGS:

1. The City of Orange Beach wishes to expand its community programs to include water-based fitness opportunities at the Wind and Water Learning Center.
2. Glow Yoga LLC is an Alabama Limited Liability Company which specializes in providing water-based fitness instruction including, but not limited to, paddleboarding, float yoga, and other water-based activities
3. The City of Orange Beach and Glow Yoga LLC have reached an agreement (attached Exhibit A) whereby Glow Yoga LLC will provide water-based fitness instruction for the City of Orange Beach's Wind and Water Learning 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 Council authorizes the Mayor and City Clerk to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Glow Yoga LLC 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 4th DAY OF JUNE, 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 June 4, 2024.

City Clerk

PROFESSIONAL SERVICES CONTRACT

This Agreement is made and entered into by and between the City of Orange Beach, a Class 8 Alabama municipal corporation (hereinafter the "City") and Glow Yoga LLC, an Alabama limited liability company, (hereinafter the "Contractor"), as follows:

1. Recitals

WHEREAS, the City desires to engage Contractor to provide water-based fitness instruction, for the purpose of expanding community programs at the Wind and Water Learning Center;

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

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

2. Services to be Performed

- a) Contractor will provide water-based fitness instruction for the purpose of expanding community programs at the Wind and Water Learning Center.
- b) Contractor will perform such other services with regard to the City's expanding of community programs at the Wind and Water Learning Center as are mutually agreed to between the Contractor and the City.

3. Compensation

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid eighty percent (80%) of water-based fitness program class fees, plus pre-approved expenses incurred as part of Contractor's performance of this contract, in accordance with City policies.
- b) Contractor agrees to abide by the City's established policies and agrees that any travel and expenses must be approved in writing in advance by the City.
- c) Contractor shall be paid monthly, upon the City's receipt of a properly documented invoice for coaching services performed.

4. Term

The term of this Agreement commences on June 1, 2024, and ends September 30, 2026.

5. Independent Contractor

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

6. Insurance.

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

7. Assignment.

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

8. Compliance with Law.

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

9. Termination.

This Agreement may be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate. Upon termination, Contractor shall be paid *pro rata* for all services actually rendered up to the effective date of termination. This Agreement may be terminated immediately by the City upon failure of the required background check or drug testing, as set out in paragraph 15, below or upon breach of any term hereof by Contractor. Failure to terminate this contract upon discovery of breach shall not constitute consent thereto nor waive the City's right to terminate this contract therefore.

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, by a Court decision, statute or rule, such rendering shall not affect the remainder of this Agreement. This section shall survive termination of the agreement.

13. Law Governing.

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

14. Permits, etc.

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

15. Background Check and Drug Testing

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

16. Indemnification.

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

17. Confidentiality.

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

18. Notices.

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

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

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

And to Contractor:
Glow Yoga LLC
314 E 21st Street
Gulf Shores, AL 36542

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

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

Glow Yoga LLC
Jennifer Guthrie, Owner

STATE OF ALABAMA
COUNTY OF BALDWIN

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

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

(SEAL)

Notary Public
State of Alabama
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Jennifer Guthrie, whose name as owner of Glow Yoga LLC, an Alabama limited liability company, is signed to the foregoing agreement, and who is known to me, acknowledged before me this day that, being informed of the contents of the above and foregoing agreement, he executed the same voluntarily on the day the same bears date.

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

(SEAL)

Notary Public
My Commission Expires: _____



**REGULAR CITY COUNCIL MEETING
JUNE 4, 2024**

Departments: Coastal Resources

Description of Topic: Resolution authorizing execution of a cooperative agreement with the Alabama Department of Environmental Management for low impact development for the protection of Wolf Bay at the Wind and Water Learning Center.

Background/Description: This grant will help to construct a low-impact design-improved parking area north of the Wind and Water Center.

Action Options/Recommendation:

Source of Funding (if applicable): The project totals approximately \$780,000 with the city providing a combination of in-kind services and cash match of \$311,897. ADEM will disperse \$467,845 to the City to offset the cost of the project.

ATTACHMENTS:

1. 06-04-24 24-xxx Authorize Cooperative Agreement ADEM Wolf Bay WWLC
2. Cooperative Agreement
3. EPA Terms & Conditions

RESOLUTION NO. 24-xx

**A RESOLUTION AUTHORIZING EXECUTION OF A
COOPERATIVE AGREEMENT WITH THE
ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
FOR LOW IMPACT DEVELOPMENT FOR THE
PROTECTION OF WOLF BAY AT THE WIND AND WATER LEARNING CENTER**

FINDINGS:

1. The City of Orange Beach wishes to implement the Wolf Bay Watershed Project which will serve to educate various age groups on aspects of the coastal Alabama wildlife, their habitats, and environmental impacts through the implementation of low-impact design practices for the protection of Wolf Bay at the City's Wind and Water Learning Center.
2. The Alabama Department of Environmental Management (ADEM) offers Grants wherein they provide funding under an appropriation by the U.S. Environmental Protection Agency to help cities and counties implement best management practices such as porous pavers and geo-grid parking, constructed stormwater wetland, bioswale, bioretention, and rainwater harvesting to help protect local watersheds.
3. The City of Orange Beach has been selected as a recipient of a *Watershed Implementation Funds thru the Performance Partnership Grant* for the execution of the Wolf Bay Watershed Project subject to the execution of the Cooperative Agreement (attached Exhibit A).
4. After having reviewed the Cooperative 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 City Council hereby authorizes the Mayor and City Clerk to execute and attest, respectively, the Cooperative Agreement between the City of Orange Beach and the Alabama Department of Environmental Management 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 4th DAY OF JUNE, 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 June 4, 2024.

City Clerk



Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

April 23, 2024

Ms. Nicole Woerner
City of Orange Beach
P.O.Box 458
Orange Beach, AL 36561

RE: Cooperative Agreement for the Low Impact Development for the Protection of Wolf Bay at Wind & Water Learning Center (FY2022)

Dear Ms. Woerner:

Enclosed you will find two (2) copies of a Cooperative Agreement between the Alabama Department of Environmental Management (ADEM) and the City of Orange Beach. The Cooperative Agreement will provide funding to implement best management practices such as porous pavers and geo-grid parking, constructed stormwater wetland, bioswale, bioretention, and rainwater harvesting to help protect Wolf Bay.

Please sign and return all copies of the Cooperative Agreement to the Department. Please send the information via regular mail to the address below and via e-mail at smcglynn@adem.alabama.gov.

ADEM: Nonpoint Source Unit/Office of External Affairs
ATTN: Shannon McGlynn
Post Office Box 301463
Montgomery, Alabama 36130-1463

If you have any questions, feel free to contact Shannon McGlynn by phone at (334) 274-4196 or by email at smcglynn@adem.alabama.gov.

Sincerely,

M. Lynn Battle, Chief
Office of External Affairs

Enclosures: Cooperative Agreement (2)
Scope of Services (1)
Project Workplan and Attachments (1)

MLB/slm



STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

COOPERATIVE AGREEMENT BETWEEN
CITY OF ORANGE BEACH
AND THE ALABAMA DEPARTMENT
OF ENVIRONMENTAL
MANAGEMENT

This Agreement is entered into between the City of Orange Beach, UEI#JKREAZH2DMF6 (Subrecipient) and the Alabama Department of Environmental Management (Department) pursuant to an appropriation by the U.S. Environmental Protection Agency (hereafter called "EPA"). This Agreement will provide funding to implement best management practices such as porous pavers and geo-grid parking, constructed stormwater wetland, bioswale, bioretention, and rainwater harvesting to help protect Wolf Bay.

The parties hereto agree as follows:

1. Scope of Services

The Subrecipient will provide services as set out in the Scope of Services, which is included in this Agreement as Attachments A & B, which are incorporated as if fully set out herein.

2. Payment

A. The Department agrees to reimburse the Subrecipient an amount not to exceed \$467,845.00 for the services performed under this Agreement. Unless otherwise specified in the work-plan, mileage, travel and per diem costs will be reimbursed in accordance with state law.

B. The Subrecipient shall submit an invoice not more than once per month to the Department for actual cost incurred. The Subrecipient shall submit with the invoice statements itemizing the expenditure. The final invoice shall be submitted within sixty (60) days of expiration of this Agreement.

C. In the case of non-governmental agencies, prior to the purchase of any items or the execution of any printing contracts under this agreement with a value less than \$1,000.00, one quote or attempt for a quote of outside costs, including but not limited to copying costs and freight terms, must be obtained. For items with a value from \$1,000.00 to \$3,000.00, two such quotes or attempts for quotes must be obtained. For items with a value from \$3,000.00 to \$7,499.00, three such quotes or attempts for quotes must be obtained. The purchase of any items or the execution of any contract shall comply with the Alabama Procurement Law Sections 41-16-50 et. Seq. of the Code of Alabama, as amendment.

D. The Subrecipient agrees to provide a minimum of \$311,897.00 in nonfederal funds or services on the project, in addition to the amount noted in subparagraph 2A. The Subrecipient shall submit with the invoice statements itemizing the expenditure of those matching funds.

3. Term of Agreement

All work performed under this Agreement shall begin on the date on which this Agreement is executed and shall terminate in two (2) years from the date of execution. This Agreement is conditioned upon the receipt of sufficient funds from the Alabama Legislature and/or the EPA and is subject to termination in the event of proration of the fund from which payment under this

Agreement is to be made. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the agreement in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties.

4. Termination of Agreement for Cause

If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports, or other work by the Subrecipient shall, at the option of the Department, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

5. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Subrecipient may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports, or other work by the Subrecipient shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Subrecipient shall be paid for all work satisfactorily completed prior to termination.

6. Changes

The Department may, from time to time, require changes in the scope of services of the Subrecipient to be performed hereunder. Such changes, including any increases or decreases in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between the Department and the Subrecipient shall be incorporated in written amendments to this Agreement.

7. Title VI and Equal Employment Opportunity

The Subrecipient will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements of the EPA issued pursuant to that title, to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this contract.

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age, or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Subrecipient shall insert a similar provision in all subcontracts for services covered by this Agreement.

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

9. Assignability

The Subrecipient shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Subrecipient under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

11. Acknowledgment

The recipient agrees that any reports, documents, publications, or other materials developed for public distribution supported by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement BG964646 19 to the Alabama Department of Environmental Management. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise here from.

14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Subrecipient.

15. Audits and Access to Records

The Subrecipient agrees to abide by the requirements of the federal Single Audit Act and OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (commonly called Uniform Guidance). When financial statements are prepared and an audit is performed as a result of OMB Uniform Guidance requirements, the Subrecipient shall provide the Department with a copy of its audit report covering the period of this agreement within thirty (30) days of receipt by the Subrecipient of the auditor's report.

If OMB Uniform Guidance is applicable, the Subrecipient agrees that the Comptroller General of the United States or any of his/her duly authorized representatives, the EPA Office of Inspector General or any of his/her duly authorized representatives, the Director of the Department or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three (3) years from the date of submission of the final financial report, (ninety days after 9/30/2025), have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Subrecipient involving transactions related to this Agreement. The Subrecipient agrees to provide access to any or all documents, papers, records, and directly pertinent books of the Subrecipient involving transaction related to this Agreement upon written request from the Director of the Department.

16. Taxes

The Subrecipient is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

17. Subrecipient Not Entitled to Merit System Benefits

In the case of Non-State Agencies, under no circumstances shall the Subrecipient or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement.

18. Not to Constitute a Debt of the State/Settlement of Claims

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in the agreement shall be deemed null and void. The Subrecipient's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

19. Alternative Dispute Resolution

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

20. Requisite Reviews and Approvals

Marine Environmental Sciences Consortium acknowledges and understands that this agreement is not effective until it has received all requisite state government approvals and Marine Environmental Sciences Consortium shall not begin performing work under this agreement until notified to do so by the Alabama Department of Environmental Management. Marine Environmental Sciences Consortium is entitled to no compensation for work performed prior to the effective date of this contract.

21. Immigration Affirmation

"By signing this agreement, 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."

22. Prohibition against Boycotting by Subrecipients

In compliance with Act 2016-312, the Subrecipient hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

23. Suspension and Debarment

The Subrecipient certifies to the best of its knowledge and belief that it and the principles are in compliance with the requirements of 2 CFR 180.335 and understands that falsely representing this certification by accepting the terms and conditions of this agreement may result in the rejection of this proposal or termination of the award.

24. No Funds for Lobbying Clause.

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

25. Economic Boycott

"In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section I of the Act.

City of Orange Beach

By: _____

The Honorable Tony Kennon, Mayor

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

By: _____

Lance R. LeFleur
Director

As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the _____ day of _____, 2024.

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

COOPERATIVE AGREEMENT BETWEEN
CITY OF ORANGE BEACH
AND THE ALABAMA DEPARTMENT
OF ENVIRONMENTAL
MANAGEMENT

This Agreement is entered into between the City of Orange Beach, UEI#JKREAZH2DMF6 (Subrecipient) and the Alabama Department of Environmental Management (Department) pursuant to an appropriation by the U.S. Environmental Protection Agency (hereafter called "EPA"). This Agreement will provide funding to implement best management practices such as porous pavers and geo-grid parking, constructed stormwater wetland, bioswale, bioretention, and rainwater harvesting to help protect Wolf Bay.

The parties hereto agree as follows:

1. Scope of Services

The Subrecipient will provide services as set out in the Scope of Services, which is included in this Agreement as Attachments A & B, which are incorporated as if fully set out herein.

2. Payment

A. The Department agrees to reimburse the Subrecipient an amount not to exceed \$467,845.00 for the services performed under this Agreement. Unless otherwise specified in the work-plan, mileage, travel and per diem costs will be reimbursed in accordance with state law.

B. The Subrecipient shall submit an invoice not more than once per month to the Department for actual cost incurred. The Subrecipient shall submit with the invoice statements itemizing the expenditure. The final invoice shall be submitted within sixty (60) days of expiration of this Agreement.

C. In the case of non-governmental agencies, prior to the purchase of any items or the execution of any printing contracts under this agreement with a value less than \$1,000.00, one quote or attempt for a quote of outside costs, including but not limited to copying costs and freight terms, must be obtained. For items with a value from \$1,000.00 to \$3,000.00, two such quotes or attempts for quotes must be obtained. For items with a value from \$3,000.00 to \$7,499.00, three such quotes or attempts for quotes must be obtained. The purchase of any items or the execution of any contract shall comply with the Alabama Procurement Law Sections 41-16-50 et. Seq. of the Code of Alabama, as amendment.

D. The Subrecipient agrees to provide a minimum of \$311,897.00 in nonfederal funds or services on the project, in addition to the amount noted in subparagraph 2A. The Subrecipient shall submit with the invoice statements itemizing the expenditure of those matching funds.

3. Term of Agreement

All work performed under this Agreement shall begin on the date on which this Agreement is executed and shall terminate in two (2) years from the date of execution. This Agreement is conditioned upon the receipt of sufficient funds from the Alabama Legislature and/or the EPA and is subject to termination in the event of proration of the fund from which payment under this

Agreement is to be made. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the agreement in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties.

4. Termination of Agreement for Cause

If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports, or other work by the Subrecipient shall, at the option of the Department, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

5. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Subrecipient may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports, or other work by the Subrecipient shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Subrecipient shall be paid for all work satisfactorily completed prior to termination.

6. Changes

The Department may, from time to time, require changes in the scope of services of the Subrecipient to be performed hereunder. Such changes, including any increases or decreases in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between the Department and the Subrecipient shall be incorporated in written amendments to this Agreement.

7. Title VI and Equal Employment Opportunity

The Subrecipient will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements of the EPA issued pursuant to that title, to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this contract.

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age, or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Subrecipient shall insert a similar provision in all subcontracts for services covered by this Agreement.

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

9. Assignability

The Subrecipient shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Subrecipient under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

11. Acknowledgment

The recipient agrees that any reports, documents, publications, or other materials developed for public distribution supported by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement BG964646 19 to the Alabama Department of Environmental Management. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise here from.

14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Subrecipient.

15. Audits and Access to Records

The Subrecipient agrees to abide by the requirements of the federal Single Audit Act and OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (commonly called Uniform Guidance). When financial statements are prepared and an audit is performed as a result of OMB Uniform Guidance requirements, the Subrecipient shall provide the Department with a copy of its audit report covering the period of this agreement within thirty (30) days of receipt by the Subrecipient of the auditor's report.

If OMB Uniform Guidance is applicable, the Subrecipient agrees that the Comptroller General of the United States or any of his/her duly authorized representatives, the EPA Office of Inspector General or any of his/her duly authorized representatives, the Director of the Department or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three (3) years from the date of submission of the final financial report, (ninety days after 9/30/2025), have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Subrecipient involving transactions related to this Agreement. The Subrecipient agrees to provide access to any or all documents, papers, records, and directly pertinent books of the Subrecipient involving transaction related to this Agreement upon written request from the Director of the Department.

16. Taxes

The Subrecipient is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

17. Subrecipient Not Entitled to Merit System Benefits

In the case of Non-State Agencies, under no circumstances shall the Subrecipient or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement.

18. Not to Constitute a Debt of the State/Settlement of Claims

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in the agreement shall be deemed null and void. The Subrecipient's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

19. Alternative Dispute Resolution

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

20. Requisite Reviews and Approvals

Marine Environmental Sciences Consortium acknowledges and understands that this agreement is not effective until it has received all requisite state government approvals and Marine Environmental Sciences Consortium shall not begin performing work under this agreement until notified to do so by the Alabama Department of Environmental Management. Marine Environmental Sciences Consortium is entitled to no compensation for work performed prior to the effective date of this contract.

21. Immigration Affirmation

"By signing this agreement, 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."

22. Prohibition against Boycotting by Subrecipients

In compliance with Act 2016-312, the Subrecipient hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

23. Suspension and Debarment

The Subrecipient certifies to the best of its knowledge and belief that it and the principles are in compliance with the requirements of 2 CFR 180.335 and understands that falsely representing this certification by accepting the terms and conditions of this agreement may result in the rejection of this proposal or termination of the award.

24. No Funds for Lobbying Clause.

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

25. Economic Boycott

"In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section I of the Act.

City of Orange Beach

By: _____

The Honorable Tony Kennon, Mayor

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

By: _____

Lance R. LeFleur
Director

As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the _____ day of _____, 2024.

Attachment A
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR. 200.331. Be advised, the following information describes the Federal award and subaward:

(I) Federal Award Identification		
(i.)	Subrecipient name	City of Orange Beach (Wolf Bay)
(ii.)	Subrecipient's unique entity identifier	UEI# JKREAZH2DMF6
(iii.)	Federal Award Identification Number (FAIN);	BG96464622
(iv.)	Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	08/01/2021
(v.)	Subaward Period of Performance Start and End Date;	Two (2) years from the date of execution of the cooperative agreement.
(vi.)	Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$467,845.00
(vii.)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$467,845.00
(viii.)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$467,845.00
(ix.)	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Performance Partnership Grant (PPG)
(x.)	Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity	U.S. Environmental Protection Agency (EPA), Alabama Department of Environmental Management, Lynn Battle, Chief Office of External Affairs MLB@adem.alabama.gov (334) 394-4354
(xi.)	CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # 66.605 - Performance Partnership Grant (PPG); PPG total Federal Award issued to ADEM, which is registered in SAM with the UEI number QEJLN2QTSEZ5, is \$10,269,395.61
(xii.)	Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.)	Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the PPG is 34.74%. The de minimis rate is not charged.

ATTACHMENT B SCOPE OF SERVICES

*U.S. Environmental Protection Agency Clean Water Act Section 319 (h)
Watershed Implementation Funds thru the Performance Partnership Grant (PPG)
Alabama Nonpoint Source Management Program*

FY2022 - Watershed Project Workplan: Low Impact Development for the Protection of Wolf Bay at Wind & Water Learning Center Project

Overview:

Upon the effective date of requisite state government approval and notification by the Alabama Department of Environmental Management (Department), City of Orange Beach (Subrecipient), agrees to effectively and expeditiously facilitate and assure compliance with all applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement, the Federal Award, and any attachments.

The Department's project coordinator for the above listed project is Shannon McGlynn, Nonpoint Source (NPS) Unit. The project coordinator can be reach at (334) 274-4196. All reports and other draft submissions should be submitted electronically to smcglynn@adem.alabama.gov. A certification statement regarding truth and accuracy as well as an original signature should be submitted with each invoice. Invoices with supporting documentation should be mailed to:

Shannon McGlynn,
Nonpoint Source (NPS) Unit
Alabama Department of Environmental Management
PO Box 301463
Montgomery, AL 36130-1463

General Terms and Conditions

- A. The Subrecipient agrees to comply with the current EPA general terms and conditions available at:
<http://www.epa.gov/grants/grant-terms-and-conditions>

These terms and conditions are in addition to the assurances and certifications made as a part of the Agreement and the terms, conditions, or restrictions cited throughout the agreement.

The Code of Federal Regulations (CFR) is a collection of general and permanent rules created by the executive agencies and departments of the Federal government. Federal regulations are the enforceable rules behind the acts that are passed into law by Congress. The EPA has adopted the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Non-Federal Entities guidance, which is commonly known as the Uniform Grant Guidance (UGG) (2 CFR 200 and 2 CFR 1500).

- B. The Subrecipient agrees to comply with cross-cutting public policy requirements applicable to federal grants. The term public policy indicates that the requirement is based on social, economic, or other objectives or considerations that may be attached to the expenditure of federal funds by grantees, consortium participants, and Contractors, in general, or may relate to the expenditure of federal funds for research or other specified activities.

EPA cross-cutting public policy requirements include but are not limited to:

- Common EPA Public Policy Requirements - <https://www.epa.gov/grants/public-policy-requirements#common-epa>
- Construction-Related Requirements - <https://www.epa.gov/grants/public-policy-requirements#construction-related>
- Use of Disadvantaged Business Enterprises for procurement activities under assistance agreements, contained in 40 CFR, Part 33 - <https://www.epa.gov/grants/public-policy-requirements#use-disadvantaged>

- C. The Subrecipient agrees to comply with EPA public awareness terms and conditions - <https://www.epa.gov/grants/grant-terms-and-conditions#public>

- D. The Subrecipient is aware they are subject to the same requirements as those that apply to the Department's EPA award as required by 2 CFR 200.331(a)(2). These requirements include, among others:
- Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.
 - Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition pass-through entity's agreement with EPA entitled "Reporting Subawards and Executive Compensation."
 - Limitations on individual consultant fees as set forth in 2 CFR 1500.9 and the General Condition of the pass-through entity's agreement with EPA entitled "Consultant Fee Cap."
 - EPA's prohibition on paying management fees as set forth in General Condition of the passthrough entity's agreement with EPA entitled "Management Fees."
 - The Procurement Standards in 2 CFR Part 200 including those requiring competition when the Subrecipient acquires goods and services from Contractors (including consultants). EPA provides general information on other statutes, regulations and Executive Orders on the Grants internet site at www.epa.gov/grants. Many Federal requirements are agreement or program specific, and EPA encourages pass-through entities to review the terms of their Agreement carefully and consult with the assigned project coordinator for advice if necessary.
- E. Requirement for System for Award Management (SAM) - The Subrecipient must maintain the information in SAM until the submittal of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that the Subrecipient reviews and updates the information **at least annually** after the initial registration, and more frequently if required by changes in the information. Additional information about registration procedures may be found at the System Award Management (SAM) Internet site: <https://www.sam.gov/SAM/>.
- F. EPA has developed numerous policies and guidance to ensure effective grants management, including EPA Orders, Subrecipient /Applicant Information Notices (RAIN), Grants Policy Issuances (GPI), Best Practices, and other guidance documents. These policies and guidance cover topics related to particular Subrecipient's, programs, activities or overall streamlining efforts. The Subrecipient can find EPA grant policies and guidance at <https://www.epa.gov/grants/epa-grants-policy-resources>.

Nationally Consistent Programmatic § 319 Grant Conditions from the PPG Assistance Agreement

1. Reporting Requirements

The Subrecipient agrees to comply with all reporting requirements required by EPA regulation 2 CFR 200, Section (§) 319(h) (10) and § (11) of the Clean Water Act, and by the Nonpoint Source Program and Grants Guidelines for States and Territories (2013). Failure to comply with the above referenced reporting requirements may result in a disruption of grantee funding and/or early termination of the agreement in accordance with 2 CFR 200.

2. Project Reports

The Subrecipient agrees to submit reports for all projects identified in the approved work plan, including those performed by the Subrecipient, Contractors, and through interagency agreements. Reports shall include a comparison of actual accomplishments to the outputs (deliverables)/outcomes (measures of success) established in the workplan for that period, the reasons for slippage if those outputs/outcomes could not be met, and any other pertinent information such as cost overruns.

Subrecipient agrees to inform the project coordinator as soon as problems, delays, or adverse conditions arise which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan to ensure proper EPA notification is completed.

A final project report is due to the project coordinator within **90 days** after the end of the Agreement Project Period. The report must describe project activities and identify and discuss the extent to which project goals have been achieved, and the amount of funds spent on the project. The report should emphasize successes, failures, lessons learned, load reduction data, and should include any available water quality and habitat data demonstrating project results.

3. GRTS

The Subrecipient will report BMP and load reduction data as projects are implemented. At a minimum, the BMP and load reduction data will be reported by February 15th of each year for projects implementing BMPs in the previous fiscal year.

4. Quality Assurance

The Subrecipient agrees to continue to implement and adhere to its EPA-approved Quality Management Plan (QMP) in accordance with EPA QA/R-2, EPA Requirements for Quality Management Plans. If not included under the approved QMP, a stand-alone QAPP is required for those projects/activities that result in the collection and/or generation of environmental information, metrics, or data. The Subrecipient agrees to ensure that an approved site specific QAPP is completed for each project. The QAPPs will be reviewed and approved by the Subrecipient prior to the reimbursement for collection of any environmental information or data. A copy of the approved QAPPs must be retained with the Subrecipient's official records for this Agreement.

5. STORET Data Reporting

The Subrecipient agrees to enter water quality monitoring data, for data collected in a waterbody pursuant to the implementation of a §319 project, into EPA's "storage and retrieval" (STORET) data system. All water quality data generated with §319 funding, either directly or by sub-award, are required to be transmitted into the STORET data warehouse using either the Water Quality Exchange (WQX) or WQXweb.

6. Sufficient Progress

EPA may terminate the assistance agreement for failure of the Subrecipient to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project. In determining sufficient progress, EPA may also consider the rate of expenditure of funds (unliquidated obligations), as well as the findings from the most recent performance and progress determination.

7. Watershed-based Plans

Upon request, the Subrecipient shall provide a copy of any available information regarding the status of implementation activities and results, including but not limited to any reports on BMPs implemented; federal funds expended; contributions of funds by other sources to assist in implementation of the watershed-based plans (to the extent this information is readily available to the State); results achieved; and other relevant and appropriate information to ensure watershed based plans can be updated.

8. Operation and Maintenance

The Subrecipient will assure the continued proper operation and maintenance of all nonpoint source management practices that have been implemented for projects funded under this agreement. Such practices shall be operated and maintained for the expected lifespan of the specific practice and in accordance with commonly accepted standards. The Subrecipient shall include a provision in every applicable sub-agreement (subgrant or contract) awarded under this grant requiring that the management practices for the project be properly operated and maintained. Likewise, the sub-agreement will assure that similar provisions are included in any sub-agreements that are awarded by the Subrecipient.

9. Maintenance of Effort/ Required Non-Federal Match

Expenditures for Nonpoint Source (NPS) implementation activities must meet the maintenance of effort (MOE) level required under §319(h) (9) of the Clean Water Act. A 40 percent Non-Federal program match is also required.

10. Limitation on Administrative Costs

In accordance with § 319(h)(12) of the Clean Water Act, administrative costs in the form of salaries, overhead, or indirect costs shall not exceed 10 percent of the amount of the grant award except that costs of implementing enforcement and regulatory activities, education, training, technical assistance, demonstration projects, and technology transfer programs shall not be subject to this limitation.

11. Permits

The Subrecipient agrees to ensure that all necessary permits (such as Clean Water Act § 404) are obtained prior to implementation of any grant funded activity that may fall under applicable federal, state, or local laws. The subgrantee's project implementation plan must identify permits that may be needed to complete work plan activities. The Subrecipient must keep documentation regarding necessary permits in the project file. EPA and Department approval of a workplan does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity.

12. State Grant Cybersecurity Condition

(a) The Subrecipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements. (b) (1) EPA must ensure that any connections between

the Subrecipient's network or information system and EPA networks used by the Subrecipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the Subrecipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the Subrecipient agrees to contact the EPA Project Officer and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the Subrecipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data. (2) The Subrecipient agrees that any subawards it makes under this agreement will require the Subrecipient to comply with the requirements in (b)(1) if the Subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The Subrecipient will be in compliance with this condition: by including this requirement in subaward agreements; and during Subrecipient monitoring deemed necessary by the Subrecipient under 2 CFR 200.331(d), by inquiring whether the Subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the Recipient to contact the EPA Project Officer on behalf of a Subrecipient or to be involved in the negotiation of an Interconnection.

13. Geospatial Data Standards

In accordance with OMB Circular A-16 and Chief Information Office Policy Transmittal 05-002, all geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.

Workplan Specific § 319 Conditions

- a. The Subrecipient will abide by the EPA/ADEM, submitted for review, **FY2022 - Watershed Project Workplan: Low Impact Development for the Protection of Wolf Bay at Wind & Water Learning CenterProject (Project Workplan)** for the duration of the Agreement. The Subrecipient must obtain prior permission from the Department to modify, revise, and/or amend, in part or in whole, any component of the Project Workplan for the duration for the Agreement.
- b. Both the Subrecipient and its subawardee(s) receiving CWA Section 319(h) funds awarded through the PPG grant must comply with applicable federal laws, regulations, rules, OMB circulars, and applicable CWA Section 319(h) grant guidelines. It is the responsibility of the Subrecipient to ensure that its subawardees(s) are made aware of these regulations and that subawardee(s) efforts comply with them.
- c. The Subrecipient will not expend any funds awarded through the grant other than for purposes presented in a Department approved Project Workplan and budget. The Subrecipient agrees to communicate and work closely with the project coordinator for the duration of the Agreement to mutually ascertain whether Project Workplan implementation activities and costs are eligible, necessary, and reasonable.
- d. All charges and utilization of funds awarded to the Subrecipient must be well documented. The Subrecipient agrees to closely communicate with the project coordinator to proactively mitigate nonfederal grant match eligibility concerns or issues for the duration of the Agreement.
- e. The Subrecipient will assure that all Project Workplan activities and costs charged are allowable (conforms to 40 CFR part 30; 2 CFR 200; 2 CFR 1500). All expenses must be eligible, necessary, and reasonable for performing the task described in the Project Workplan.
- f. The Subrecipient will assure that nonfederal match is eligible. All sources and total amounts of real dollar or in-kind Non-Federal match must be well documented and made available for review and disclosure upon request by EPA and Department for the duration of the Project Workplan. If a Subrecipient's subawardee will provide a portion of the Subrecipient's Non-Federal match, the Subrecipient will assure that the subawardee tracks and maintains adequate records with respect to that portion.
- g. The Subrecipient agrees to not apply expended nonfederal budget match (real or in-kind) for this project prior to or after the Agreement begin and end dates, respectively. Costs must be incurred during the period of performance of the Agreement.
- h. The Subrecipient agrees to comply with the following EPA CWA Section 319(h) grant guidelines:
 - <http://www.adem.state.al.us/programs/water/nps/319grant.cnt>

- <http://water.epa.gov/polwaste/nps/cwact.cfm>

- i. The Subrecipient agrees that all applicable grant-funded Workplan Project data, information, reports, and financial records will be maintained by the Subrecipient and made available for review and disclosure upon reasonable request by the Department for a minimum of three (3) years (Ref. 40 CFR 31.42; 40 CFR 31.50) following the submittal of the overall PPG Federal Award final financial report date of **December 30, 2026**. The project will begin on the date of signature of the Agreement and the project end date may not coincide with the PPG Federal Award expiration date, **September 30, 2026**.
- j. The implementation duration of this Project Workplan will not exceed the Agreement expiration date unless prior approval has been granted by the Department through an Agreement amendment. The Subrecipient agrees to inform the project coordinator in a timely manner of any need to redress Project Workplan implementation/completion issues through an Agreement amendment; however, ADEM does not assure that any Agreement will be amended.
- k. The Subrecipient agrees to inform the project coordinator as soon as possible of any real or potential problems, delays, or adverse conditions that are occurring, may emerge, or may materially impair or delay the Subrecipient's capacity to implement any of the components of the Project Workplan for the duration of the Agreement.
- l. The Subrecipient agrees to attend the Alabama NPS Conference, held bi-annually, and to attend ADEM Cooperator Workshops, as scheduled, unless otherwise directed by the project coordinator.
- m. **The Subrecipient will submit Semi-Annual project reports electronically to the project coordinator on or before March 1st and September 1st each year for the duration of the Agreement.** Semi-Annual reports should incorporate the status of project goals, objectives, and milestones with an emphasis on lessons learned; reductions in nonpoint source pollutant loadings and improvements in water quality as a result of best management practice implementation; copies/summaries/listings of meetings, reports, brochures, circulars, articles, brochures, presentations; education and outreach, technology transfer, and technical assistance provided; and the estimated number and types of audiences/stakeholders reached.
- n. The Subrecipient agrees to electronically submit a comprehensive Final Report to the project coordinator within **60 days** of the end date of the Agreement or end of the project, whichever occurs first. The report should incorporate the status, evaluation, and achievement of project goals, objectives and milestones (tasks) with an emphasis on lessons learned; description of BMPs implemented; reductions in nonpoint source pollutant loadings and improvements in water quality as a result of best management practice implementation; discuss partners gained and their responsibility in the project's success; copies/summaries/listings of meetings, reports, brochures, circulars, articles, brochures, presentations; education and outreach, technology transfer, and technical assistance provided; and the estimated number and types of audiences/stakeholders reached. It should also discuss elements of the project that were successful, elements that did not work out as planned, and key lessons learned; describe any programs, activities, and/or assessments that are planned or should be planned for the area of concern based on this project and describe future activities planned.
- o. All electronic and hardcopy outputs and deliverables will be submitted to the project coordinator concurrent with, or prior to, the submittal of the Final Report.
- p. The Subrecipient agrees to procure a written professional contract agreement for all services that will result in payments outside of normal payroll. Written agreements must be submitted for review by the project coordinator.
- q. All electronic and hardcopy products or materials produced as part of the Project Workplan must prominently display the ADEM logo and the following grant funding-source acknowledgement: *"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement BG96464622 to the Alabama Department of Environmental Management. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."*
- r. EPA retains royalty-free, nonexclusive, and irrevocable authority and license to reproduce, publish, or otherwise use, and to authorize others to use for federal purposes, copyright in any work produced or purchased with funds awarded in accordance with 40 CFR 31.34.

- s. All electronic or hardcopy education, outreach, and training products and deliverables developed in whole or in part using grant funds will be submitted by the Subrecipient in draft form to the project coordinator for review, comments, or modifications prior to any funds being expended for the final electronic or hardcopy products to be produced, printed, or disseminated.
- t. Any promotional material (printed material, articles, videos, websites, social media, etc) that promotes the project or project implementation practices, regardless of length, prepared by the Subrecipient must credit the funding source.
- u. The Subrecipient agrees to timely submit grant-funded project information, fact sheets, or news articles upon reasonable requests by the project coordinator for the duration of the Agreement.
- v. The Subrecipient agrees to provide at least one descriptive Project Workplan news release to at least one mass-media news outlet (such as local newspaper, television, radio, magazine, bulletin, etc.) that covers/services the Project Workplan area, at least **annually**, for the duration of the Agreement.
- w. The Subrecipient agrees to install on-the-ground BMPs on disturbed land, impaired riparian areas, and along stream banks nearest to an ADEM water quality monitoring site and/or site that is obviously and directly contributing to degradation of water quality in an impaired watershed. Grant funds will not be used to install distal on-the-ground BMPs that are not likely to directly contribute to the improvement of water quality of an impaired waterbody or stream segment in a relatively expeditious manner.
- x. The Subrecipient agrees to provide **annual** assurance to the project coordinator that grant-funded best management practice(s) and equipment will be/is properly operated and maintained for the intended purposes during its lifespan. Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practice safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original condition if one or more components fail.
- y. EPA and the Department reserves the right to periodically inspect a practice during the life span of the project to ensure proper operation and maintenance are occurring. If upon inspection, ADEM representatives determine that participants are not operating and maintaining grant funded practices in an appropriate manner, EPA or the Department may request a refund for that practice or practices if installed using grant funds. The life span of conservation practices will be consistent with the life span of similar conservation practices as determined by the USDA-Commodity Credit Corporation pursuant to the implementation of the Environmental Quality Incentives Program (EQIP). Practice and equipment life spans may be determined on a case-by-case basis but will generally be operated and maintained for a minimum period of 5 years. **Current EQIP cost values should be used as a basis for reimbursement of agricultural BMP implementation.**
- z. Equipment is defined in 2 CFR 200.33 as tangible personal property that has a useful life of more than 1 year and a unit acquisition cost of \$5,000 or more. In some cases, EPA provides equipment for use during a grant. If your organization was provided any EPA-owned equipment during a grant, you must arrange to return it to EPA at the end of the project in accordance with the terms and conditions of the grant agreement, and any additional instructions EPA provides. At the end of the project, recipients must use SF 428 (Tangible Personal Property Report) to report to the EPA Project Officer unused personal property that: has a total fair market value exceeding \$5,000 and is not needed for any other federally sponsored programs or projects. Personal property means property of any kind, except real property, that has a physical existence (including equipment and supplies).
- aa. The procedures for disposing of equipment that is acquired under an EPA grant award depends on the instructions received from EPA and the fair market value of equipment. Additional information about equipment disposition is available in 2 CFR 200.313. Disposition instructions may be one of the following. For original replacement equipment with a fair market value of \$5,000 or less, recipients may retain, sell, or otherwise dispose of the equipment with no further obligation to EPA. For equipment with a fair market value in excess of \$5,000, recipients may retain or sell the equipment, but EPA is entitled to an amount that is calculated by multiplying the current market value or proceeds from a sale by EPA's percentage of participation in the cost of the original purchase. The equipment title may be transferred from the recipient to the federal government or to an eligible third party, provided that the recipient be entitled to compensation for its attributable percentage of the current fair market value of the equipment.
- bb. The Subrecipient agrees to provide the project coordinator with estimates of nitrogen, phosphorus, and sediment load reductions from significant nonpoint sources or groups of sources (e.g., number of animal feeding operations; acres of row crops; linear miles of eroded streambanks, etc.) expected as a result of implementation of the grant-funded best management measures for the duration of the Agreement. Load reduction estimates may be water quality monitoring based or "desk-top" modeled using methods pre-

approved by the project coordinator. Load reduction estimates shall be provided in Semi-Annual reports and the Final Project report. EPA requires project load reductions to be reported no later than one year from the agreement date.

- cc. The Subrecipient will assure that grant-funded project data and information gathering and reporting efforts neither supersedes nor contravenes personal privacy or confidentially mechanisms afforded by state and federal laws, rules, regulations, etc.
- dd. All funds awarded for on-the-ground best management practices implemented by this Project Workplan must: a) improve, protect, or maintain water quality, and b) provide quantifiable nonpoint source pollutant load reductions.
- ee. Geolocational information for grant-funded best management practices, which should be expressed as latitude and longitude in decimal degrees format, shall be reported to the project coordinator in Semi-Annual and Final Project reports for the duration of the Agreement.
- ff. The Subrecipient agrees to obtain and comply with all necessary federal, state, local, and other permits and project approvals/authorizations; as well as reviews and oversight for the duration of the Agreement and/or the permitted coverage timeline. Permit documentation, maintenance plan, draft procurement documents (bid), “project escalation plan (organization of coordination among entities/consultation)” and as-builts must be submitted to the project coordinator. Failure to obtain and comply with required permits, approvals, or authorizations will jeopardize grant funding and Subrecipient expense reimbursement. Federal grant funds cannot be expended to apply for or to comply with any required permit, or to fund a governmental project review or oversight process.
- gg. The Subrecipient agrees to implement best management practices that target the specific pollutant of concern as outlined in the approved Project Workplan. Management measures that will not improve or may further degrade receiving waters will not be approved nor reimbursed.

-



Clean Water Act Section 319(h) Nonpoint Source Program Watershed Project Workplan

Section 1 PROJECT INFORMATION

Name of Project

Low Impact Development for the Protection of Wolf Bay at Wind & Water Learning Center

Name of Sponsoring Organization

City of Orange Beach

Sponsor Address (Number and Street, City, State, and ZIP code)

Physical:

4099 Orange Beach Blvd.
Orange Beach, AL 36561

Mailing:

P.O. Box 458
Orange Beach, AL 36561

Sponsor Organization Type (check one)



Municipality



County Government



University



State Government



Nonprofit 501(c)(3)

Federal Identification Number

63-0888669

Unique Entity Identifier (UEI) / CAGE Code

JKREAZH2DMF6/8A7Y4

Section 2 PROJECT CONTACT INFORMATION

Project Contact

Tony Kennon

Mayor of the City of Orange Beach

Project Coordinator (if different than project contact)

Jackie McGonigal

Wind & Water Learning Center Coordinator

Address (Number and Street, City, State, and ZIP code)

4099 Orange Beach Boulevard
Orange Beach, AL 36561

Address (Number and Street, City, State, and ZIP code)

26233 Canal Road
Orange Beach, AL 36561

Telephone Number

251-981-1180

Telephone Number

251-974-7245

Email Address

nwoerner@orangebeachal.gov

Email Address

jmcgonigal@orangebeachal.gov

Section 3 PROJECT FUNDING REQUEST

Section 319 (Federal Funds) Requested

\$ 467,845.00

Match Funds (Non-Federal) *

\$ 315,976.00

Total Project Cost

\$ 783,821.00

**Must be equal to a minimum of 40% of the Total Project Budget.*

Is this project a continuation of another Section 319-funded Project?

☐ Yes

☒ No

Has the applicant ever received Section 319 funds?

☐ Yes

☒ No

The project includes an Municipal Separate Storm Sewer Systems (MS4) area:

☐ Yes

☒ No

Choose an MS4.

Alabama Workplan for Section 319 NPS Watershed Project

Section 4 PROJECT DESCRIPTION

River Basin

- | | | | |
|--|---|---|-------------------------------------|
| ☐ Alabama | ☐ Chattahoochee | ☐ Escambia | ☐ Tallapoosa |
| ☐ Black Warrior | ☐ Chipola | ☐ Escatawpa | ☐ Tennessee |
| ☐ Blackwater | ☐ Choctawhatchee | ☐ Mobile | ☐ Tombigbee |
| ☐ Cahaba | ☐ Coosa | ☒ Perdido | ☐ Yellow |

Project Location

Waterbody Name(s)	12-digit USGS HUC(s) and Watershed Name	County(ies)
Wolf Bay	031401070204 - Perdido Pass-Frontal Gulf of Mexico	Baldwin

This project addresses:

- ☐ TMDL?
☐ Impairment(s) for a waterbody on the current 303(d) List?
☒ Protection of a high-quality water?

Wolf Bay is designated use classification is an Outstanding Alabama Water (OAW). An OAW is the highest water quality designation for the State.

Watershed Management Plan(s) (EPA 9-Element Plan) Name and Year)	Plan & Checklist Attached: ☒ Yes
Gulf Frontal Complex Watershed Management Plan, 2022	

NPS Pollutant(s) to be addressed by the project.

- | | | |
|---|--|---------------------------------------|
| ☐ Low Dissolved Oxygen | ☐ Organic Enrichment | ☐ Nutrients |
| ☒ Sedimentation/Siltation | ☐ Pesticides | ☐ pH |
| ☐ Pathogens/Bacteria | ☒ Oil and Grease | ☐ Other: _____ |

Nonpoint Pollution Source(s) to be addressed, include the percentage to which the project addresses the source.

Total must equal 100%

Percent		Percent	
_____	NPS All Sources	_____	Resource Extraction
_____	Agriculture	_____	Land Disposal/Storage/Treatment
_____	Animal Feeding Operations	_____	Hydrologic Modification
_____	Silviculture	_____	Marinas and Recreational Boating
_____	Construction	_____	Other NPS Pollution: _____
100%	Urban Runoff/Stormwater		

Expected Estimated Pollutant Load Reductions (Due to Project Implementation)

Pounds of Nitrogen	94.12 lbs/yr
Pounds of Phosphorus	10.68 lbs/yr
Tons of Sediment	2.35 tons/yr
Other (Pathogens, etc.):	N/A

Model Used (STEPL, Other)

PLET
PLET
PLET
N/A

Alabama Workplan for Section 319 NPS Watershed Project

Section 5 PROJECT PARTNERS

Name of Partner	Type(s) of Commitment to Project Success (Describe the commitment of time, activities, or other specified resource for the project.)	Letter of Support Attached
The City of Orange Beach	The City will be the lead and sponsor for the project, responsible for providing administrative oversight, grant coordination at the local level, overseeing and ensuring project implementation, technical assistance, grant tracking, meeting tasks and deliverables, invoicing, and reporting. The City will facilitate opportunities to promote project partnering, illicit stakeholder participation, provide education and outreach opportunities related to nonpoint source impairments, and assist with best management practice (BMP) implementation. The City will provide in-kind services in the form of employee time, volunteer time, equipment uses, and/or supplies.	☐ Yes
Baldwin County Planning & Zoning Department	Baldwin County Planning & Zoning may provide in-kind match through project promotion using Baldwin Counties Environmental Advisory Committee or staff volunteer time to assist in technical support, meeting project needs and deliverables.	☒ Yes
Wind & Water Learning Center (WWLC)	The Coordinator at the WWLC will provide technical assistance for grant tracking, meeting tasks and deliverables, reporting, and providing education and outreach opportunities to promote coastal AL, water quality, and reduction of nonpoint source (NPS) pollutants to waterways.	☒ Yes
Baldwin County Environmental Advisory Committee (EAC)	As a citizen led committee, the EAC will be responsible for citizen and stakeholder input on the project to guide in project direction and progress at EAC meetings during the life of the project.	☒ Yes
Baldwin County Extension System (BCES)	BCES will provide oversight for the development of education and outreach to stakeholders in the area by organizing activities at local schools to educate students on stormwater and NPS pollution.	☐ Yes
Alabama Water Watch (AWW)	AWW helps train and houses a network of volunteer water quality monitors around the State of Alabama. They will help support this project through potential training and helping volunteer water monitors with data entry, collection, and analyzation.	☒ Yes
Wolf Bay Watershed Watch	Wolf Bay Watershed Watch is an active, grass roots organization focused on protecting natural resources in the Wolf Bay watershed. They contribute water quality monitoring by local citizens and protection through stewardship. They will support this project with promoting the low impact development as well as helping where possible with voluntary monitoring and education of the community about environmental coastal issues.	☒ Yes

Section 6 PROJECT GOAL(S)

The goal of this project is to protect water quality in Wolf Bay by providing a partnership approach to implementing best management practices (BMPs) and education/outreach activities as identified in the "Gulf Frontal Complex Watershed Management Plan" (January 2022). Other goals include:

1. Increase knowledge about coastal Alabama, its unique characteristics and environment, and provide education to a host of different age groups through outreach to the community.
2. Install low impact design (LID) BMPs to demonstrate how they are beneficial to urban environments.
3. Reduce nonpoint source (NPS) pollutants entering the Outstanding Alabama Waterway of Wolf Bay.

Alabama Workplan for Section 319 NPS Watershed Project

Section 7 PROJECT ABSTRACT (Limit 1 Page)

The Wolf Bay Watershed is in the Cities of Foley and Orange Beach, as well as a portion of Baldwin County, Alabama. It covers about 44,700 acres with the major tributaries being Wolf Creek, Sandy Creek, Miflin Creek, Graham Creek, Owens Bayou, Moccasin Bayou, and Hammock Creek. It is a thriving estuary that has an incredible diversity of habitats and is home to black bears, bald eagles, manatees, sea turtles, gulf sturgeons, red-cockaded woodpeckers, American alligators, Alabama red-bellied turtles and Eastern indigo snakes. ADEM classifies Wolf Bay and its tributaries for several uses including Swimming & Whole-Body Contact, Fish & Wildlife, Shellfish Harvesting and Outstanding Alabama Water (OAW). Wolf Bay received its designation as an Outstanding Alabama Water in April of 2007, which is the highest state classification for water quality.

Recently, Wolf Bay has been included in two watershed management plans that have been administratively developed through Mobile Bay National Estuary Program to identify specific and achievable measures to restore, protect, conserve, and preserve features of the watershed to help maintain its special status. The Wolf Bay Watershed Management Plan was finalized in November of 2011 by Volkert and Allen Engineering and Science. This includes the northern portion of the watershed. The Gulf Frontal Watershed Management Plan includes information about the southern portion of the Wolf Bay Watershed. It was completed in January of 2022 by Geosyntec.

The proposed project is a parking area that is located east of the Orange Beach Public Library. The site will utilize permeable interlocking concrete pavers on the parking surface. The center of the parking lot will utilize a bioswale with native plantings and a perforated underdrain that will convey stormwater to a new bioretention basin. The bioretention basin will also capture and treat upstream stormwater from the existing asphalt parking lot south of the site. Various invasive species (Camphor, Popcorn trees, Bamboo, Cogon grass) will be removed from the wooded, wetland areas adjacent to the new parking area and the Wind and Water Learning Center (WWLC). All areas disturbed will be stabilized with native plantings, while preserving existing native trees where feasible. The existing WWLC building will also be retrofitted with roof gutters, downspouts and rain barrels for rainwater harvesting.

It is anticipated that this project will provide an increased knowledge and understanding of the unique characteristics and environment of coastal Alabama. The project will engage stakeholders in the watershed in opportunities to be good stewards of their resources. The project will provide LID demonstrations that can be used in other coastal communities. It is the hope of this project that LID BMPs will become accepted measures in the coastal area to improve and protect water quality and contribute to infiltration of stormwater and reduction of water quantity concerns.

Alabama Workplan for Section 319 NPS Watershed Project

Section 8 PROJECT OBJECTIVES

1. Objective	To effectively plan, implement, monitor, and evaluate all work performed under this project including technical and financial supervision, as well as preparation of status reports and invoices.
1.1 Task	The City's Project Coordinator will host coordination meetings or conference calls, at least quarterly, with the ADEM project manager(s) to discuss project activities, project schedule, communication needs, deliverables, and other requirements.
1.1.1. Deliverable	• Quarterly project meeting notes • A list of actionable items that are needed and responsible parties for each action • Goals for the next quarter
1.2 Task	The City of Orange Beach will work with partners to develop semi-annual section 319 grant reports. They will be complete, accurate and timely. These reports will have at least, but not limited to the following information: Semi-Annual reports will be submitted on March 1 and September 1 every year the project is open. These reports should include but not be limited to the following components: • An overview of the project • Summarize the work that has been completed for the goals, objectives, tasks, and subtasks with an emphasis on lessons learned • All deliverables completed in that quarter (i.e. copies/summaries/ listings of meetings, pictures of events, BMPs, load reductions, reports, brochures, circulars, articles, media releases, presentations, etc.) • Summaries of education and outreach, technology transfer, and technical assistance provided • An estimation of the percentage completion of each subtask.
1.2.1. Deliverable	• Semi-Annual Section 319 Grant reports • Deliverables that were achieved in the reporting period
1.3 Task	The City of Orange Beach will develop and review the final Section 319 Grant Report that will be submitted to ADEM within sixty (60) days of the cooperative agreement end date. This report will provide at a minimum the following information: • An overview of project and project goals and objectives • Evaluation of achievement of project goals and milestones • Narrative and documentation of completion of project objectives, project tasks, dates of completion, deliverables, and measures of success • Summary of BMPs and associated load reductions • Give a brief description of the expenses (both federal and match) that occurred during the project and any variations from the original budget • Describe education/outreach, public participation, technology transfer, technical assistance, and the effectiveness of the education outreach efforts • Discuss partnerships and tasks completed by each entity • Describe successes, challenges, and lessons learned; and future activity

Alabama Workplan for Section 319 NPS Watershed Project

1.3.1. Deliverable	Final comprehensive and accurate Section 319 Grant report
1.4 Task	The City of Orange Beach will perform accounting functions for project funds and will submit appropriate reimbursement forms to ADEM at least quarterly but no more than monthly. Invoices should reflect work done during that processing period and deliverables received. The final invoice will be submitted to ADEM within sixty (60) days of the cooperative agreement end date.
1.4.1. Deliverable	- Invoices - Back-up documentation to support invoices
1.5 Task	Provide at least one (1) descriptive project news release <u>annually</u> to mass media news outlets (such as local newspaper, television, radio, magazine, bulletin, etc.) that covers/services the watershed area.
1.5.1. Deliverable	Copy of each news release
1.1.1.1. Measure of Success	Accurate and timely reports, invoices, and news releases will be submitted that meet the requirements of the Cooperative Agreement and Scope of Services. The news coverage will help to promote the project, its partners, awareness of ways to get involved and improve water quality within local watersheds, and knowledge of NPS pollution. The reports and invoices will help document progress according to Project Milestone Schedule, BMP, and load reduction information.

2 Objective	Promote stakeholder awareness and buy in to include and aid the community in understanding the project, its activities, and the need to reduce NPS footprints in their watershed. Provide opportunities for local stakeholders to learn about and become involved in the project.
2.1 Task	Facilitate at least three (3) stakeholder meetings to identify project needs, promote the project, seek continued input/partnering, organize education and outreach events, and leverage other funds and resources. Provide materials to educate meeting attendees about the project, types, and functions of BMPs, and how/why individual behaviors and actions affect watershed/water quality protection and stewardship.
2.1.1 Deliverable	Outreach letters/e-mails/advertisements/phone logs, meeting agendas, sign-in sheets, presentations, pictures, etc.
2.1.1.1 Measure of Success	At least twenty-five (25) people from the watershed will attend each meeting to participate in the project planning. Develop a list of tasks to be accomplished by stakeholders and partners to move the project forward. Additional partners will be added to the stakeholder list as the project progresses. Communication and updates will be given to stakeholders. Distribution of educational materials to each attendee.

3 Objective	Implement nonpoint source BMPs that are technically sound, environmentally protective, and economically sensible to protect and improve water quality using a watershed or ecosystem-based conservation and restoration approach.
3.1 Task	Design BMPs to mitigate Clean Water Act (CWA) Section 319 (h) NPS program priority pollutants (e.g., nitrogen, phosphorus, and sediment) or applicable pollutants of concern identified on CWA Section 303(d) lists of impaired waters (i.e., siltation), and work with stakeholders to obtain access agreements, apply for and receive applicable permit(s), design bmp sites, and bid project.

Alabama Workplan for Section 319 NPS Watershed Project

3.1.1 Deliverable	• Design Plans • Pre-BMP Photographs • Disadvantaged Business Enterprise (DBE) evaluation documentation • Applicable local, state, and/or federal permit(s) that are required • Advertisement for bid • Bid Contract Documents • Construction timeline established • All materials sourced and ordered including rock and vegetation (live stakes, bare roots, containers, seed, etc.)
3.2 Task	Installation of Low Impact Development such as removal of invasive species, permeable pavers, bioswale, bioretention, native plantings, etc.
3.2.1 Deliverable	• Photo documentation of LID BMPs • List of BMPs, as well as their latitude and longitudes. • As Built Construction Plans
3.3 Task	Complete the Inspection and Substantial Completion of Construction with photographs and signoff by the engineer of record for the project.
3.3.1 Deliverable	• Progress notes about the project • Inspection with Pictures • Substantial Completion of Project Certification Form • Maintenance Workshop with Entity Required to Maintain Project Area and summary of the workshop will be included during the reporting requirement
3.1.1.1 Measure of Success	Communication from the beginning design/coordination phase to the construction phase and the post construction maintenance requirements. Certification that the project is 100% stable and complete. Completed information about the BMPs implemented with exact locations of the BMPs.

4 Objective	Estimate achieved load reductions using Region V, STEPL, PLET, or other acceptable models.
4.1 Task	Develop load reduction model outputs for sediment, phosphorus, and nitrogen upon each completed BMP or BMP system.
4.1.1 Deliverable	• Load reduction estimates, including latitudes and longitudes of implemented BMPs and management measures, submitted to ADEM in the semi-annual report that represents the period in which the BMP was completed.
4.1.1.1 Measure of Success	Calculation of Reduction of NPS Pollutants by modeling for nitrogen, phosphorus, and sediment load reductions.

5 Objective	Conduct education and outreach activities to promote the project and increase knowledge in preventing and reducing NPS pollution and water concerns within the coastal watersheds.
5.1 Task	Conduct at minimum of four (4) classes with local groups on NPS pollutants and how to prevent them from entering water ways, stormwater runoff and BMPs, litter prevention, hazardous waste disposal, and recycling.
5.1.1 Deliverable	• Summary of the event (including descriptions of the event, number of people taught, pictures of event, length of time for event, etc.) • Pictures of the events.
5.2 Task	Hold at least two (2) litter pickup challenge in association with PALs/Keep AL Beautiful, the City, Wolf Bay Watershed, and other stakeholders to help reduce litter entering Wolf Bay.

Alabama Workplan for Section 319 NPS Watershed Project

5.2.1 Deliverable	• Advertisement for the event • Pictures of the event • Sign-in sheet, waiver, and number of participants • Summary of the event (number of pounds collected; City personnel, pay rate, disposal fee, mileage for trucks, length of time for event, etc.)
5.3 Task	Hold at least two (2) hazardous waste collection days for City of Orange Beach residents.
5.3.1 Deliverable	• Summary of the Event to include at a minimum – description of event, number of people that participated, amount of hazardous waste collected, etc. • Flyer or Advertisements for the Event • Pictures of the Event
5.4 Task	Conduct a Rainwater Harvesting and Rain Barrel Workshop
5.4.1 Deliverable	• Advertisement for event • Pictures of the event • Summary of the event (including description of event, number of attendees, length of time for event, pictures of event, etc.)
5.5 Task	The City will work to supply Dumpsters to citizens for additional household cleanout days. This will happen at least two (2) times during this grant period.
5.5.1 Deliverable	• Pictures of Event • Summary of the Event to include at a minimum – description of event, number of people that participated, amount of trash collected, types of trash collected, etc. • Advertisement of Event
5.6 Task	Coordinate and schedule a minimum of two Alabama Water Watch (2) workshops/field days.
5.6.1 Deliverable	Announcements, agendas, presentations, summary of event, sign-in sheets, before/after surveys, photos, copies of information provided.
Measure of Success	• Summaries of all education and outreach activities to document outreach to the community. These should include at minimum the following things: ○ Number of people educated ○ Amount of litter removed from the watershed ○ Amount of waste collected ○ Advertisement of city services and partners to help foster stewardship in watershed ○ Partner contributions and match contributions documented ○ Increase in community buy-in of the watershed improvements and restoration process ○ Watershed education for the community at all levels (professional, children, adults, college age, teen, etc.) ○ A measurable increase in knowledge on before and after surveys or five (5) questions for each student. A goal of a minimum of 20% increase in knowledge overall for each class.
6 Objective	Continue to increase knowledge about LID in coastal Alabama. Help build capacity for implementing LID and showcase how these BMPs help to capture stormwater and reduce NPS pollutants to the stream.

Alabama Workplan for Section 319 NPS Watershed Project

6.5 Task	Host at least two (2) technology transfer workshop on low impact development highlighting the project and successes/lessons learned. Determine additional needs for training on the coast.
6.5.1 Deliverables	• Advertisements for the event • Sign in sheet of registrants and participants • Agenda • Presentations given during the workshop • Summary of the workshop • Pictures of the workshop
6.5.1.1 Measure of Success	• List of potential courses needed for training on the coast • Number of participants attending training for building capacity on LID • Increase the number of local entities that can implement LID

Alabama Workplan for Section 319 NPS Watershed Project

Section 9 PROJECT MILESTONE SCHEDULE

Check the Quarter(s) applicable to when each objective will occur. Some objectives will occur in multiple quarters.

#	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 5	Quarter 6	Quarter 7	Quarter 8
1	☒	☒	☒	☒	☒	☒	☒	☒
2	☐	☒	☐	☐	☐	☒	☐	☐
3	☐	☒	☒	☒	☒	☐	☐	☐
4	☐	☐	☐	☐	☐	☒	☐	☐
5	☐	☒	☒	☒	☒	☒	☒	☒
6	☐	☐	☐	☐	☒	☐	☐	☐

Alabama Workplan for Section 319 NPS Watershed Project

Section 10	FUNDING REQUESTED (See Attached Budget Spreadsheet)
Section 11	FUNDING REQUESTED – ITEMIZED EXPENSES <i>Describe items, services, or expenses associated with each line item.</i>
Personnel/Salary***:	
Administrative duties, execution of grant, project invoicing, reporting, project planning, education and outreach activities, etc.	
Project Coordinator Salary(\$28.30/hour * 8 hours * 104 weeks) = \$23,545.60	
Project Coordinator Fringe Benefits (10% de minimus) = \$2,354.56	
Grant Coordinator will provide invoice, reporting, administration of the grant, technical assistance, (\$47.67 /hour * 6 hours/week x 104 weeks) = \$29,746.08	
Grant Coordinator Fringe Benefits (10% de minimus) = \$2,974.61	
City Engineer will provide technical oversight for the City of Orange Beach and facilitate construction coordination and provide technical assistance with project and reporting needs where necessary, which will donate time (\$81.73/hour x 10 hours/week x 48 weeks) = \$39,230.40	
City of Engineer Fringe Benefits (10% de minimus) = \$3,923.04	
Federal Total = \$0.00	
Match Total = \$101,774.29	
Project Total = \$101,774.29	
***Administrative costs in the form of salaries, overhead, or indirect costs shall not exceed 10 percent of the amount of the grant award except that costs of implementing enforcement and regulatory activities, education, training, technical assistance, demonstration projects, and technology transfer programs shall not be subject to this limitation.	
Education and Outreach****: Education and Outreach are the small costs associated with promoting and planning education events, site tours, and clean-up field days.	
Volunteer time match for clean-up day, 20 volunteers x 3 hours x \$28.38/hour x 2 years = \$3,405.60	
Dumpster Days dumpster rental, hauling and disposal fees, and equipment use, \$17,500.00 x 2 years = \$35,000.00	
Hazardous Waste Drop-off Day dumpster rental, hauling and disposal fees, and equipment use, \$15,000.00 x 2 years = \$30,000.00	
Hazardous Waste Drop-off Day, 40 volunteers x 4 hours x \$28.38/hour x 2 years = \$9,081.60	
Rain Barrel Workshop, 15 people *\$28.38/hr*4 hr = \$1,702.80	
AWW Training, 10 people*\$28.38/hr*4hr*2 events = \$2,270.40	
Stakeholder Meetings, 25 people*\$28.38/hr*2 hr* 3 events = \$4,257.00	
School Outreach, 2 people*\$28.38/hr*2 hr*4 events = \$454.08	
Federal Total = \$0.00	
Match Total = \$86,171.48	
Project Total = \$86,171.48	
****The rate of volunteer time is based on the current (2022) Independent Sector's Value of Volunteer Time for Alabama, which can be found at https://independentsector.org/resource/vovt_details/ , and must be updated each year when new numbers become available.	

Alabama Workplan for Section 319 NPS Watershed Project

Supplies: Dumpster Days and Hazardous Waste Drop-off Day handouts, announcement fliers, and printed information signs, \$50.00 x 2 years x 2 events = \$200.00 Technology Transfer Workshop Materials = handouts, agendas, pens, folders, \$100.00*2 years*2 events = \$400.00 Rain Harvesting Workshop Materials = handouts, agendas, folders, name tags, \$100.00 * 1 event = \$100.00 AWW Training Materials = Books =\$10/book*10 people*2 events = \$200.00 Litter Clean-up Supplies and Trash Removal with City Employees: ● Trash Pick-up from the City = \$300*2=\$600 ● Donation of bags and gloves from Keep AL Beautiful-(\$12.49/box of 12 glove pairs*5) +(\$10.88/box of 40- 30 gallon bags*4) =(\$62.45+\$43.52)*2 years=\$211.94 Stakeholder Meetings = handouts, agendas, announcement fliers, \$100 * 3 events = \$200.00 Federal Total = \$900.00 Match Total = \$1,011.94 Project Total = \$1,911.94	
Technology Transfer Workshops: Professional Service Contract for Workshop - LID BMPs, Native Planting, & BMP Implementation, \$3,000.00 Professional Service Contract Match for Workshop - LID BMPs, Native Planting, & BMP Implementation (planning, presentation prep, etc.), \$300.00 Training Time for Workshop - LID BMPs, Native Planting, & BMP Implementation = \$28.38/ hour * 4 hours *15 people = \$1,702.80 Professional Service Contract for Workshop - Porous Paver Installation and Maintenance, \$3,000 Professional Service Contract Match for Workshop - Porous Paver Installation and Maintenance, (planning, presentation prep, etc.), \$300.00 Contractor Match for Workshop – Porous Paver Installation and Maintenance (time and prep), \$200.00 Training Time for Workshop – Porous Paver Installation and Maintenance = \$28.38/hour* 6 hours * 25 people = \$4,257.00 Maintenance Workshop for City Employees, (5 people*\$28.38/hr*2 hr) = \$283.80 Federal Total = \$6,000.00 Match Total = \$7,043.60 Project Total = \$13,043.60	
Management Measures: See the Budget Spreadsheet for Breakdown Federal Total = \$460,945.35 (includes the \$20,000.00 for engineering oversight and design) Match Total = \$96,561.28 (includes \$70,000 for engineering design, bid document, and oversight) Project Total = \$557,506.63(\$467,506.63 is the project total for just BMP implementation (minus engineering) see breakout in table below)	
Indirect Costs (10% De Minimus): Waived Indirect Costs on the Federal Side of the Budget, (Modified Total Direct Costs*10%) = (\$108,506.00*10%) = \$10,850.60 Indirect Costs on the Cost Share Side of the Budget, (Modified Total Direct Costs*10%) = (\$126,731.31*10%) = \$12,673.13 Federal Total = \$0.00 Match Total = \$23,413.13 Project Total = \$23,413.13	
Sources of Match: City of Orange Beach, Professional Service Contractor, Pervious Paver Contractor, Volunteer Time, Supplies, Gutters and Downspouts, Removing/disposal of current pavement, re-asphalting needed areas, use of City equipment	

Alabama Workplan for Section 319 NPS Watershed Project

Section 12 Management Measures (See Attached Budget for Breakdown of BMPs)				
Best Management Practice (BMP) Description	Total Cost	Federal	Non-Federal	Primary Pollutant
Porous Pavers	\$217,658.48	\$195,500.00	\$22,158.48	Siltation
Geo-grid Parking Area	\$36,066.40	\$36,066.40	\$0.00	Siltation
Bioretention	\$32,000.00	\$32,000.00	\$0.00	Siltation, Nutrients
Bioswale	\$34,238.95	\$34,238.95	\$0.00	Siltation, Nutrients
Native Vegetation	\$82,890.00	\$82,890.00	\$0.00	Siltation, Nutrients
Rainwater Harvesting, Rain Barrels, Gutters, Downspouts	\$3,700.00	\$1,000.00	\$2,700.00	Siltation
Constructed Stormwater Wetland Areas	\$54,750.00	\$54,750.00	\$0.00	Siltation, Nutrients
Invasive Species Removal	\$1,702.80	\$0.00	\$1,702.80	Siltation, Nutrients
Temporary BMPs	\$4,500.00	\$4,500.00	\$0.00	Siltation
Total:	\$467,506.63	\$440,945.35	\$26,561.28	94% of federal funds are for implementation of BMPs

Map Attached: ☒ Yes

Clean Water Act Section 319(h) Nonpoint Source Program Watershed Project Workplan

Section 13 PUBLIC INFORMATION AND EDUCATION

Public education and information are an important part of any project. Education efforts can help alter human behavior in a way that supports the protection and improvement of water quality in rivers and streams.

Education activities will consist of workdays and educational events, all designed to demonstrate the success of the installed BMPs to mitigate sediment transport to Wolf Bay. Activities will target the public, municipal officials, and other local stakeholders.

Education efforts may include, but are not limited to:

- LID/Green Infrastructure (GI) Installation, Planting and Maintenance Workshops will promote the use of LID in the City and will serve as an example for other areas of the State. The City will sponsor a technology transfer workshop for the installed LID/GI practices. The workshop will benefit project promotion, while also focusing on long-term maintenance for the new BMPs. Workshops will involve planting of native and local vegetation along the project area as well as discussion on the proper maintenance of native and flowering species. These workshops are crucial in educating partners on the importance of native vegetation and the correlation to stream health and thus aquatic health. City maintenance staff in charge of the BMP implementation areas will be required to attend to ensure the area is maintained properly after installation.
- Dumpster Days will provide City of Orange Beach residents, City of Foley residents, and Baldwin County residents with an annual opportunity to properly dispose of waste to reduce littering/dumping and decrease the amount of household debris entering the Wolf Bay watershed during rain and high wind weather events. The Cities and Counties will provide dumpsters.
- Hazardous Waste Drop-off Day will occur annually to reduce hazardous waste from entering ground and surface water from spill events. The City, in conjunction with project partners, will provide drop off locations for the safe disposal of items that should not be discarded during household trash collection.
- A rainwater harvesting workshop will show private landowners the importance of capturing rainwater as a renewable resource.
- AWW Training Workshop is a workshop that educates volunteers on how to collect water samples using scientific equipment and standardized techniques. Participants will learn how to record, analyze, and understand general water quality data. This in turn empowers participants to make positive environmental impacts in their community.
- Community clean-up days to remove trash and debris from the stream. At least two events will be planned (one yearly). Clean-up days will be organized in collaboration with project partners and may include local groups. Stream clean-ups help local stakeholders build a relationship with the environment. Clean-ups can foster a sense of ownership and a willingness to act in ways that are protective of water quality. A Stream Clean-Up Day allows volunteers to remove trash and debris from streams, ponds, lakes, and floodplains within the Wolf Bay watershed to improve the overall quality of the streams within the watershed, positively impact local wildlife habitat, and build a sense of connection between stakeholders and local water resources.
- A Stakeholder Meeting informs the public of ongoing watershed efforts, emphasizes the importance of community-based involvement, allows the public to express concerns and ideas, and provides the opportunity for public participation.

Alabama Workplan for Section 319 NPS Watershed Project

Section 14 ATTACHMENTS

List (Please Describe)

- WMP and Checklist
- Letters of Support
- Map of BMPs and Locations in Watershed
- EJ Screening and Justice 40 Mapping
- Budget Spread Sheet

Section 15 PROJECT AUTHORIZATION

I authorize that to the best of my knowledge the contents of this application are true and accurate. I understand that, if funded, the contents of this application will be used to draft a grant agreement between the Alabama Department of Environmental Management and the Sponsoring Organization as a mechanism for executing the grant project.

Signature of Sponsoring Organization's Authorized Representative

Date (Month, Day, Year)

Typed Name: Tony Kennon
Title: Mayor of Orange Beach
Email Address: nwoerner@orangebeachal.gov

ADEM USE ONLY

Project FY/#:	FY2021 – Project #12
Date REC'D:	02.06.2024

Wolf Bay Protection LID Implementation Project			
FY2024			
City of Orange Beach Personnel	Budget		
	Federal	NonFed	Match Source
1. Salary, Overhead, or Indirect (\$200.56) - (10% Max of Federal Award - 33 U.S. Code § 1329)			
1.1 Project Coordinator - Salary		\$23,545.60	City of Orange Beach
1.2 Project Coordinator -Fringe @10% de minimus		\$2,354.56	City of Orange Beach
1.3 Grants Manager - Salary		\$29,746.08	City of Orange Beach
1.4 Grants Manager - Fringe @10% de minimus		\$2,974.61	City of Orange Beach
1.5 City Engineer - Salary		\$39,230.40	City of Orange Beach
1.6 City Engineer - Fringe @10% de minimus		\$3,923.04	City of Orange Beach
Personnel Total:	\$0.00	\$101,774.29	\$101,774.29
2. Best Management Practices (min. 70% Federal Funds)			
2.1 Interlocking Porous Pavers	\$195,500.00	\$22,158.48	re-asphalting needed areas, use of City equipment
2.2 Geo-Grid	\$36,066.40		
2.3 Bioretention	\$32,000.00		
2.4 Bioswales	\$34,238.95		
2.5 Native Vegetation	\$82,890.00		
2.6 Rain Barrels	\$1,000.00		
2.7 Roof Gutters, Downspouts		\$2,700.00	Roof Gutters and Downspouts
2.8 Temporary BMPs	\$4,500.00		
2.9 Constructed Stormwater Wetlands	\$54,750.00	\$1,702.80	Invasive Species Removal
2.10 Engineering Design and Oversight	\$20,000.00	\$70,000.00	City will handle design, bid, and some of the engineering oversight
BMP Total:	\$460,945.35	\$96,561.28	\$557,506.63
3. Education and Outreach (\$200.94 / \$200.67)			
3.1 Litter Clean-Up (2)		\$3,405.60	Volunteer Time
3.2 WWLC Activities - School Lessons		\$454.08	Volunteer Time
3.3 Hazardous Waste Days (2)		\$39,081.60	Personnel, Disposal Fees
3.4 Dumpster Days (2)		\$35,000.00	Dumpster Costs
3.5 Stakeholder Meetings (3)		\$4,257.00	Volunteer Time
3.6 Alabama Water Watch Training		\$2,270.40	
3.7 Rain Barrel Workshop		\$1,702.80	Volunteer Time
Education and Outreach Total:	\$0.00	\$86,171.48	\$86,171.48
4. Supplies (\$200.94 / \$200.67)			
4.1 Technology Transfer Workshop Materials	\$400.00		
4.2 Education and Outreach Materials	\$500.00	\$200.00	
4.2 Litter Clean-Up		\$811.94	Supplies; Trash Removal by City
Supplies Total:	\$900.00	\$1,011.94	\$1,911.94
4. Technology Transfer Trainings (Services (\$200.318 - \$200.326))			
4.1 Professional Services Contract	\$3,000.00	\$300.00	In-kind preparation from trainers
4.2 Workshop - LID BMPs, Native Planting, & BMP Implementation		\$1,702.80	Training Time for Attendees
4.2 Professional Services Contract	\$3,000.00	\$500.00	In-kind preparation from trainers; Contractor time for workshop
4.4 Workshop - Workforce Development - Porous Paver Installation and Maintenance		\$4,257.00	Training Time for Attendees
4.5 Workshop - City of Orange Beach Public Works Maintenance Workshop		\$283.80	City of Orange Beach Public Works Employees
Total:	\$6,000.00	\$7,043.60	\$13,043.60
5. City of Mobile / Indirect Cost			
5.1 Direct Cost	\$467,845.35	\$292,562.59	
5.2 Total Modified Direct Cost	\$107,400.00	\$126,731.31	
5.3 Indirect Cost from Federal Money (10% de minimus)		\$10,740.00	City of Orange Beach
5.4 Indirect Direct Cost from Match with Orange Beach Cost Share(10% de minimus)		\$12,673.13	City of Orange Beach
7. Budget Totals	\$467,845.35	\$315,975.72	\$783,821.07
8. Cost Share Requirement @ 40%	\$311,896.90	\$311,896.90	

Match Diff

\$4,078.82

******Important Notes**

Non-Federal match must be a minimum of 40% of the total project budget.

Management Measures implemented should be a minimum 70% of federal funding request.

A federally approved rate documentation is required for fringe and indirect.

Design and permitting costs are not eligible for grant funds.

Volunteer Time: The rate of volunteer time is based on the current (2022) Independent Sector's Value

of Volunteer Time for Alabama, which can be found at

https://independentsector.org/resource/vovt_details/

Mileage: The mileage rate is based on the current State mileage rate, which can be found at

<https://comptroller.alabama.gov/mileage-rates/>

\$440,945.35

0.942502368

EPA Terms & Conditions

Initials

- The Subrecipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/grant-terms-and-conditions>
- **Required Certifications and Consequences of Fraud**
Per 2 CFR 200.415(a) Required Certifications, to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the financial reports or vouchers requesting payment under the agreement will include a certification that must be signed by an official who is authorized to legally bind the recipient 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)."

• **Reporting Waste, Fraud, and Abuse**
Consistent with 2 CFR 200.113, the recipient and any subrecipients must report, in a timely manner, any violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award to the EPA Project Officer and the EPA Office of Inspector General (OIG) Hotline. The methods to contact the OIG hotline are (1) online submission via the EPA OIG Hotline Complaint Form (<https://www.epaoig.gov/epa-oig-hotline-complaint-form>); (2) email to OIG_Hotline@epa.gov; (3) phone 1-888-546-8740; or (4) mail directed to Environmental Protection Agency, Office of Inspector General, 1200 Pennsylvania Avenue, N.W. (2410T), Washington, DC 20460.

To support awareness of the OIG hotline, recipients and/or subrecipients receiving an EPA award or subaward of \$1,000,000 or more must display EPA OIG Hotline posters in facilities where the work is performed under the grant. EPA OIG Hotline posters may be downloaded or printed (<https://www.dpaig.gov/poster-report-fraud-waste-and-abuse-epa-oig-hotline>) or may be obtained by contacting the OIG at 1-888-546-8740. Recipients and subrecipients need not comply with this requirement if they have established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct and have provided instructions that encourage employees to make such reports.

• **Whistleblower Protections** This award is subject to whistleblower protections, including the protections established at 41 U.S.C. 4712 providing that an employee of the recipient or a subrecipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a covered person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal grant or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal grant or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal grant or subaward. These covered persons or bodies include:
 - a. A Member of Congress or a representative of a committee of Congress.
 - b. An Inspector General.
 - c. The Government Accountability Office.
 - d. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
 - e. An authorized official of the Department of Justice or other law enforcement agency.
 - f. A court or grand jury.
 - g. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Consistent with 41 U.S.C. 4712(d), the recipient and subrecipients shall inform their employees in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712. Additional information about whistleblower protections, including protections for such employees may be found at the EPA Office of Inspector General's Whistleblower Protection page.



**REGULAR CITY COUNCIL MEETING
JUNE 4, 2024**

Departments: City Clerk

Description of Topic: Resolution declaring a tractor owned by the City of Orange Beach as surplus and unneeded and authorizing the purchase of a Tractor for the Public Works Department through Sourcewell from SunSouth LLC in the amount of \$68,923.53 after trade-in.

Background/Description: Current tractor requires a minimum of \$8,500 in repairs.

Action Options/Recommendation:

Source of Funding (if applicable): Unbudgeted, capital equipment

ATTACHMENTS:

1. 06-04-24 24-xxx Authorize Purchase Tractor Landscape Sourcewell
2. 2024.05.18 Quote - Public Works - SunSouth John Deere Tractor

RESOLUTION NO. 24-xxx

**A RESOLUTION DECLARING A TRACTOR
OWNED BY THE CITY OF ORANGE BEACH AS SURPLUS AND UNNEEDED AND
AUTHORIZING THE PURCHASE OF A
TRACTOR FOR THE PUBLIC WORKS DEPARTMENT
THROUGH SOURCEWELL FROM SUNSOUTH LLC
IN THE AMOUNT OF \$68,923.53 AFTER TRADE-IN**

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

1. That a 2012 John Deere 6130 Cab Tractor 150HP, Serial No. 1P06130DLCH020767, owned by the City of Orange Beach, Alabama, is not needed for public or municipal purposes and is authorized to be traded-in to SunSouth LLC for a \$22,500 credit on the purchase of a new tractor;
2. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of a Tractor for the Public Works Department through Sourcewell, approved by the State of Alabama and the Public Examiners Office, in the amount of \$91,423.53;
3. That the Mayor is hereby authorized to approve payment to SunSouth LLC in the amount of \$68,923.53 for One (1) New 2023 John Deere 6120E Cab Tractor after trade-in;
4. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
5. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 4th DAY OF JUNE, 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 June 4, 2024.

City Clerk


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

SunSouth LLC
14733 State Highway 59
Foley, AL 36535
US

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

SunSouth LLC
14733 State Highway 59
Foley, AL 36535
251-943-5091
lblackmon@sunsouth.com

Quote Summary
Prepared For:

CITY OF ORANGE BEACH
ACCOUNTS PAYABLE
Po Box 458
ORANGE BEACH, AL 36561
Home : 251-981-6979
Business: 251-981-6979
TTABB@ORANGEBEACHAL.GOV

Delivering Dealer:

SunSouth LLC
Trevor White
14733 State Highway 59
Foley, AL 36535
Phone: 251-943-5091
twhite@sunsouth.com

Quote ID: 30928960
Created On: 09 May 2024
Last Modified On: 15 May 2024
Expiration Date: 08 June 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2023 JOHN DEERE 6120E Cab Tractor (101 PTO hp) - 1P06120EJP6251411 SunSouth Service Guarantee	\$ 119,550.57	\$ 91,423.53 X	1 =	\$ 91,423.53
		\$ 0.00 X	1 =	\$ 0.00
Contract: Sourcewell Ag 082923-DAC (PG BA CG 76)				
Price Effective Date:				
Equipment Total				\$ 91,423.53

Trade In Summary	Qty	Each	Extended
2012 JOHN DEERE 6130D CAB TRACTOR 150HP - 1P06130DLCH020767 PayOff	1	\$ 22,500.00	\$ 22,500.00
			\$ 0.00
Total Trade Allowance			\$ 22,500.00
Trade In Total			\$ 22,500.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 91,423.53
Trade In	\$ (22,500.00)
SubTotal	\$ 68,923.53

Salesperson : X _____

Accepted By : X _____



Tim Tucker <ttucker@orangebeachal.gov>

ROW Tractor

1 message

Tim Tucker <ttucker@orangebeachal.gov>

Tue, May 14, 2024 at 7:33 AM

To: Ford Handley <fhandley@orangebeachal.gov>

Ford, I mentioned this last week that our tractor which pulls the batwing mower is at the John Deere dealer needing to be repaired again this year with transmission issues. Last year we spent \$9000 to have the transmission rebuilt which is not under warranty, of course.

The dealer is telling us minimum \$8500 to repair this tractor, which as it sits is worth \$22,500 trade-in on a new one the same size as we have or \$32,000 trade-in if we pay to have it repaired. There is one new tractor available now on Sourcewell available for \$91,423.53. The dealer is also telling us this size tractor is only built every 3-5 months.

I checked our repair budget and we are looking good right now if you choose to just have it repaired. I do not like that two years in a row we are looking at spending this much money on a 12 year old machine, but at the same time I hate to ask for this much money that was not budgeted. The new tractor has a list price of \$91,423.53, if we trade ours in before repairing we lower purchase price to \$68,923.53, we have \$10,428 left in capital equipment that if we could put towards purchase would make unbudgeted expenditure be \$58,495.53. Or we could hopefully have it repaired soon as we are in the growing season and get it back before we fall too far behind. Two things, a replacement is readily available if we act quickly or we roll the dice and budget for a new machine next year with a possible 4-6% price increase. Your thoughts?

Tim Tucker
Public Works Director
City Of Orange Beach Al.
4400 William Silvers Parkway
Orange Beach Ala.
O. 974-5492 / F. 974-5328
ttucker@orangebeachal.gov

City of Orange Beach Garage

7394 Roscoe Road

Orange Beach, AL. 36561

Phone: 251-981-1388 Fax: - -

ESTIMATE #

013523**Estimate for Services**

Estimate Date : 5/15/2024

Street Equipment

2012 John Deere - 6130D -

Lic # : - AL

Odom. In: 0

Unit # : 7167

VIN # : 1P06130DL CH020767

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Extended
NAPA Gold Engine Oil Filter 7045	6.00	5.33	31.98	Transmission issue A range is good C range is good B range vibrates and kicks shifter out of gear PTO shaft is not the issue according to operator \$5,000 in labor just to split tractor		0.00
Parts/Supplies: 31.98				Labor: 0.00		
				Total : \$ 31.98		

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle described for testing and/or inspection. Express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. SMOG: I understand that I can have emission service and/or adjustments done elsewhere. I hereby waive this right.

TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within ____ days of the date shown above if I choose not to authorize the service recommended. All Parts removed will be discarded unless instructed otherwise: Save all Parts ____ NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE.

Signature _____ Date _____ Time _____



**REGULAR CITY COUNCIL MEETING
JUNE 4, 2024**

Departments: City Clerk

Description of Topic: Resolution accepting a proposal from ECS Southeast, LLC, to provide a ground penetrating radar delineation survey for the Orange Beach Cemetery in the amount of \$7,500.

Background/Description:

Action Options/Recommendation: Three quotes obtained. Recommendation is to accept the lowest proposal received.

Source of Funding (if applicable):

ATTACHMENTS:

1. 06-04-24 24-xxx Accept Proposal ECS Southeast Radar Delineation Survey Orange Beach Cemetery
2. 2024.04.02 Proposal ECS Southeast Radar Delineation Survey Orange Beach Cemetery

RESOLUTION NO. 24-xxx

**A RESOLUTION ACCEPTING A PROPOSAL FROM
ECS SOUTHEAST, LLC
TO PROVIDE A GROUND PENETRATING RADAR DELINEATION SURVEY
FOR THE ORANGE BEACH CEMETERY
IN THE AMOUNT OF \$7,500**

FINDINGS:

1. The City's Community Development Director has solicited professional service proposals to conduct a ground penetrating radar survey for the delineation of potential graves at the Orange Beach Cemetery.
2. After having reviewed the proposals, the City Council has determined that the lowest priced proposal submitted by ECS Southeast, LLC, is in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute the proposal, per ECS Proposal No. 3-3259 dated April 2, 2024, in substantially the form and of substantially the content now before the Council between the City of Orange Beach and ECS Southeast, LLC, as an act for and on behalf of the City of Orange Beach, subject to final approval by the City Attorney;
2. That the City Council authorizes payment in the amount of \$7,500.00 to ECS Southeast, LLC, to complete the proposal as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 4th DAY OF JUNE, 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 June 4, 2024.

City Clerk



ECS SOUTHEAST, LLC

Geotechnical • Construction Materials • Environmental • Facilities

April 2, 2024

Mr. Woody Speed
City of Orange Beach
P.O. Box 2432
4101 Orange Beach Boulevard
Orange Beach, Alabama

ECS Proposal No. 30-3259

Reference: Proposal for Ground Penetrating Radar Services
Potential Grave Delineation
Orange Beach Community Cemetery, Orange Beach, AL

Dear Mr. Speed:

ECS Southeast, LLC (ECS) is pleased to present our proposal for providing Ground Penetrating Radar (GPR) for the delineation of potential graves at the above referenced address. This proposal has been prepared based upon information provided to us by you.

PROJECT INFORMATION

We understand that an existing cemetery in Orange Beach is understood to contain both marked and unmarked graves. In support of future planning, the City of Orange Beach has requested that ECS conduct a GPR evaluation in an attempt to identify the location and quantity of potential burials within the reasonably accessible areas within the limits depicted within Figure 1, below.



Figure 1: Area of interest requiring GPR services depicted green.

724 LAKESIDE DRIVE, MOBILE, AL 36693 • T: 251-301-5220

SCOPE OF SERVICESPOTENTIAL GRAVE DELINEATION

ECS will conduct a GPR survey in an attempt to locate burial sites within the area of interest. During this study, ECS will collect GPR data in a systematic pattern at accessible locations within the study areas. Following the completion of the field work, ECS will post process the data collected and note potential burial sites that may be observed, along with their approximate locations plotted on available aerial photography. GPR data will be recorded with sub meter GPS. We understand that the site may to contain some areas of vegetation. ECS will collect GPR profiles around the vegetated areas, but locations that are not reasonably accessible to a pushcart style GPR unit will be excluded from the scope of this evaluation.

Please note that the successful use of GPR is dependent upon site conditions that may not be determined until testing begins. The occurrence of especially highly conductive materials such as concrete reinforcing or clays may adversely affect the effectiveness of ground penetrating radar. Additionally, tree roots will also adversely affect the locating ability of ground penetrating radar. While this study will be designed to provide information to the greatest depth possible, up to about 10 feet, site conditions may limit the effective depth of the investigation.

At this time, it cannot be determined whether this site will be affected by those conditions until the study is commenced. Please note that due to the size of the GPR equipment, no readings will be conducted within two feet of any vertical obstruction, including boulders, tree stumps, thick vegetation, etc.

FEES

Our fees for these services will be **\$7,500.00 (lump sum)**. Upon completion of this study, ECS will provide a report summarizing our findings, along with providing representative GPR profiles. In order to facilitate reporting and data collection, we request that you provide us with any available records or GIS files for the area.

This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the enclosed copy to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

ECS Southeast, LLC



Jack Morrisroe
Group Manager
JMorrisroe@ecslimited.com



David Marsh, P.E.
Principal Engineer
DMarsh@ecslimited.com

Enclosures: Proposal Acceptance Sheet
Terms and Conditions of Service

PROPOSAL ACCEPTANCE FORM

Project Name: **Potential Grave Delineations**
 Location: Orange Beach Community Cemetery, Orange Beach, Alabama
 Proposal Number: 30-3259

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are providing us with authorization to proceed, providing us permission to enter the site, and making this proposal the agreement between us. Your signature also indicates that you have read this document and the terms and conditions of service in its entirety and agree to pay for these services.

CLIENT AND BILLING INFORMATION**Invoice Addressee****Report Addressee**

Contact Name:	_____	_____
Company Name:	_____	_____
Address	_____	_____
Address	_____	_____
City, State, Zip	_____	_____
Telephone No.:	_____	_____
E-mail Address:	_____	_____

If you require copies to others, please check ☒ box for invoice and/or reports and provide their contact names, company, e-mail addresses and phone numbers below.

Invoice	Reports	Contact Name	Company	e-mail Address	Phone Number
☐	☐	_____	_____	_____	_____
☐	☐	_____	_____	_____	_____

Special Instructions: _____

Site Access Name & Telephone #:

Client Signature: × _____

ECS Southeast, LLC TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS Southeast, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"). Including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I

ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 **OWNERSHIP OF DOCUMENTS**

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT's sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 **SAFETY**

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 **CONSTRUCTION TESTING AND REMEDIATION SERVICES**

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subcontractants.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 **BILLINGS AND PAYMENTS**

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.
- 15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 **DEFECTS IN SERVICE**

- 16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 **LIMITATION OF LIABILITY**

- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$40,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage,

or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

- 19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

- 19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportionate to ECS' culpability. If CLIENT is a HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.

- 19.4 If CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.

- 19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

20.0 CONSEQUENTIAL DAMAGES

- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

- 21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

- 22.0 **THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed.

Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an Independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

- 25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

- 26.0 **TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

- 27.0 **ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

- 28.0 **SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

- 29.0 **SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES: ENTIRE AGREEMENT

- 30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

- 30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendices, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

- 30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

- 30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.



**REGULAR CITY COUNCIL MEETING
JUNE 4, 2024**

Departments: City Clerk

Description of Topic: Resolution establishing fees for the Orange Beach Swim Team Summer League program.

Background/Description: This resolution sets the summer league registration fee at \$180 per swimmer.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 06-04-24 24-xxx Establish Fees Orange Beach Swim Team Summer League Program

RESOLUTION NO. 24-xxx

**A RESOLUTION ESTABLISHING FEES
FOR THE ORANGE BEACH SWIM TEAM SUMMER LEAGUE PROGRAM**

FINDINGS:

1. The Orange Beach City Council finds it to be in the best interest of the City of Orange Beach to adopt by resolution this schedule of fees for the City of Orange Beach Swim Team Summer League program.

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

1. That the following fees are hereby established and shall be required to be paid to the City of Orange Beach for participation in the Orange Beach Swim Team Summer League program:

Summer League Registration Fee	\$180
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2. That this resolution shall become effective upon its adoption.

ADOPTED THIS 4th DAY OF JUNE, 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 June 4, 2024.

City Clerk



**REGULAR CITY COUNCIL MEETING
JUNE 4, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a right-of-way use franchise agreement with Telepak, Inc., and its affiliates dba C Spire.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 06-04-24 24-xxx Authorize ROW Use Franchise Agreement CSpire
2. 2024.05.17 ROW Use Franchise Agreement CSpire

RESOLUTION NO. 24-xxxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
RIGHT-OF-WAY USE FRANCHISE AGREEMENT WITH
TELEPAK, INC., AND ITS AFFILIATES DBA C SPIRE**

FINDINGS:

1. Telepak, Inc., and its Affiliates d.b.a. C Spire has made application for a non-exclusive franchise for the use of city right-of-ways to provide telecommunications services to customers within the corporate limits of the City of Orange Beach.
2. The City of Orange Beach is willing to grant a non-exclusive franchise on the terms and conditions set out in the Right-of-Way Use Franchise Agreement (attached Exhibit A).

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 Right-of-Way Use Franchise Agreement by and between the City of Orange Beach and Telepak, Inc., and its Affiliates d.b.a. C Spire, subject to final review by the City Attorney; and
2. Telepak, Inc., and its Affiliates d.b.a. C Spire, within 30 days, shall file its acceptance of the terms of the agreement on the form attached.

ADOPTED THIS 4th DAY OF JUNE, 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 June 4, 2024.

City Clerk

RESOLUTION NO. 24-xxxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
RIGHT-OF-WAY USE FRANCHISE AGREEMENT WITH
TELEPAK, INC., AND ITS AFFILIATES DBA C SPIRE**

FINDINGS:

1. Telepak, Inc., and its Affiliates d.b.a. C Spire has made application for a non-exclusive franchise for the use of city right-of-ways to provide telecommunications services to customers within the corporate limits of the City of Orange Beach.
2. The City of Orange Beach is willing to grant a non-exclusive franchise on the terms and conditions set out in the Right-of-Way Use Franchise Agreement (attached Exhibit A).

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 Right-of-Way Use Franchise Agreement by and between the City of Orange Beach and Telepak, Inc., and its Affiliates d.b.a. C Spire, subject to final review by the City Attorney; and
2. Telepak, Inc., and its Affiliates d.b.a. C Spire, within 30 days, shall file its acceptance of the terms of the agreement on the form attached.

ADOPTED THIS 4th DAY OF JUNE, 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 June 4, 2024.

City Clerk



**REGULAR CITY COUNCIL MEETING
JUNE 4, 2024**

Departments: City Clerk

Description of Topic: Resolution accepting a proposal from Jackson & Smith CPA Group, PC, for auditing services.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted, Admin Profesional Fees, \$58,500 for general audit and \$15,000 for single audit covering FY2023

ATTACHMENTS:

1. 06-04-24 24-xxx Authorize Professional Services Agreement Jackson Smith CPA Group Audit
2. 2024.05.18 Audit Engagement Letter Jackson Smith

RESOLUTION NO. 24-xxx

**A RESOLUTION ACCEPTING A PROPOSAL FROM
JACKSON & SMITH CPA GROUP, PC, FOR AUDITING SERVICES**

FINDINGS:

1. The City of Orange Beach City Council is the contracting authority pursuant to Alabama Code §11-45-1. Pursuant to Alabama Code §11-43-56, the City Council has management and control of the finances and all of the property, real and personal.
2. The City Council for the City of Orange Beach, Alabama, has reviewed the performance of Jackson & Smith CPA Group, PC, with regard to certain auditing services related to the City's finances.
3. After having reviewed such performance, the City Council has determined that the continuing services of Jackson & Smith CPA Group, PC, are in the best interests of the City of Orange Beach, Alabama.
4. The firm of Jackson & Smith CPA Group, PC, has agreed to perform such services in accordance with the terms set forth in the attached letter.

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 and directed to execute the Engagement Letter Agreement (attached Exhibit A) in substantially the form and of substantially the content now before the Council subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 4th DAY OF JUNE, 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 June 4, 2024.

City Clerk



Jackson & Smith
CPA Group, PC

25051 CANAL ROAD, 2ND FLOOR
POST OFFICE BOX 1616
ORANGE BEACH, AL 36561
251-979-8878 OFFICE
251-929-4200 FAX

13700 PERDIDO KEY DRIVE
UNIT B-224
PERDIDO KEY, FL 32507
850-619-9256 OFFICE
WWW.JACKSONSMITHCPA.COM

May 13, 2024

To the Honorable Mayor, City Council, and Finance Director of
The City of Orange Beach, Alabama

We are pleased to confirm our understanding of the services we are to provide the City of Orange Beach, Alabama for the year ended December 31, 2023. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Orange Beach, Alabama as of and for the year ended December 31, 2023. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Orange Beach, Alabama's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Orange Beach, Alabama's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Major Fund Budgetary Comparison Schedules
- 3) Schedule of Employer Contributions to the Retirement Systems of Alabama
- 4) Schedule of Changes in the Net Pension Liability

We have also been engaged to report on supplementary information other than RSI that accompanies The City of Orange Beach, Alabama's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards
- 2) Combining and Individual NonMajor Fund Financial Statements

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

Audit Objectives (continued)

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council of the City of Orange Beach, Alabama. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Audit Procedures—General (continued)

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Orange Beach, Alabama's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Orange Beach, Alabama's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Orange Beach, Alabama's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Orange Beach, Alabama in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on June 30, 2024.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management Responsibilities (continued)

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Orange Beach, Alabama; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Jackson & Smith CPA Group, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to state regulators or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Jackson & Smith CPA Group, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Engagement Administration, Fees, and Other (continued)

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the state regulators. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jeff Smith is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$58,500 for the audit of the financial statements and \$15,000 for the Single Audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Orange Beach, Alabama and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the letter and return it to us.

Very truly yours,

A handwritten signature in blue ink that reads "Jackson & Smith".

Jackson & Smith CPA Group, PC

RESPONSE:

This letter correctly sets forth the understanding of the City of Orange Beach, Alabama.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



**REGULAR CITY COUNCIL MEETING
JUNE 4, 2024**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for Justice Center Roof and Fascia Replacement to The Green-Simmons Company, Inc., in an amount not to exceed \$1,454,000 and per unit pricing.

Background/Description: Overbudget, but roof replacement is needed due to ongoing maintenance issues at the Justice Center.

Action Options/Recommendation: Award bid to lowest bidder, but achieve cost savings in other areas by not repainting the Justice Center and delaying other projects.

Source of Funding (if applicable): Capital project budgeted at \$800,000.

ATTACHMENTS:

1. 06-04-24 24-xxx Award Bid Justice Center Roof Replacement
2. 2024-0502 Justice Center Roof Replacement - Certified Bid Tab
3. 2024-0502 Justice Center Roof Replacement - Engineer Recommendation

RESOLUTION NO. 24-xxx

**A RESOLUTION AWARDED THE BID FOR THE
JUSTICE CENTER ROOF AND FASCIA REPLACEMENT TO
THE GREEN-SIMMONS COMPANY, INC.
IN AN AMOUNT NOT TO EXCEED \$1,454,000
AND PER UNIT PRICING**

FINDINGS:

1. Bids for Justice Center Roof and Fascia Replacement were received and opened on May 16, 2024.
2. The Project Engineer has recommended award to the lowest bid meeting specifications from The Green-Simmons Company, Inc., in the base bid amount of \$1,454,000.
3. The Project Engineer also recommends acceptance of unit pricing for (1) replacement of damaged plywood roof deck for \$198.65 per 4' x 8' sheet, and (2) replacement of deteriorated wood blocking for \$15.75 per board foot.
4. City Council finds that the lowest responsible bid was submitted by The Green-Simmons Company, Inc., in the amount of \$1,454,000.
5. City Council also finds it in the best interest of the City of Orange Beach to award the bid per unit pricing as per the letter of clarification dated May 16, 2024, submitted by The Green-Simmons Company, Inc.

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

1. That the bid for Justice Center Roof and Fascia Replacement, as specified by the bid documents, is awarded to The Green-Simmons Company, Inc., in an amount not to exceed \$1,454,000.00 with unit pricing for (1) replacement of damaged plywood roof deck for \$198.65 per 4' x 8' sheet, and (2) replacement of deteriorated wood blocking for \$15.75 per board foot, when needed as determined by the Project Engineer;
2. That the City Council authorizes the Mayor and City Clerk to execute and attest, respectively, a contract between the City of Orange Beach and The Green-Simmons Company, Inc., subject to final review by the City Attorney; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 4th DAY OF JUNE, 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 June 4, 2024.

City Clerk



BID TABULATION
Orange Beach Justice Center Roof Replacement
Project # 2024-0502



PROJECT NAME: Orange Beach Justice Center Roof and Fascia Replacements												
ADDRESS: 4480 Orange Beach Blvd., Orange Beach, AL 36561												
BID OPENING DATE: 5/16/2024				TIME: 2:00 PM (CDT)			LOCATION:		LOCATION: Orange Beach City Hall			
OUTSIDE OF ENVELOPE INFORMATION			ENVELOPE CONTENTS		BID FORM						NOTES	
BIDDER NAME	GENERAL C LICENSE	CHANGES		PROPOSAL FORM	BID BOND OR CHECK	ADDENDA ACKNOWLEDGED (2) ISSUED	BASE BID	ALLOWANCE CONTINGENCY (\$20,000)	UNIT COST #1	UNIT COST #2		TOTAL BID (BASE + Contingency)
Advantage Plus Construction	56883	+		✓	✓ check	✓ 1&2	\$1,740,865.00	\$20,000.00	\$150.00	\$21.00	\$1,760,865.00	
		-										
Dobson Sheet Metal & Roofing	13043	+		✓	✓	✓ 1&2	\$1,641,000.00	\$20,000.00	\$160.00	\$10.00	\$1,661,000.00	
		-										
Green-Simmons Company	38125	+		✓	✓	✓ 1&2	\$1,434,000.00	\$20,000.00	\$2,781.00*	\$1,362.00*	\$1,454,000.00	Clarifications on Unit Costs were provided within 24 hours of Bid*
		-										
Thomas Roofing	12847	+		✓	✓	✓ 1&2	\$1,825,000.00	\$20,000.00	\$224.00	\$8.00	\$1,845,000.00	
		-										
		+										
		-										
		+										
		-										

I certify that the above bid(s) were received sealed and were publicly opened and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this project.

Watermark Design Group, LLC	John A McArthur, III	President / Architect	
company	name	title	signature



Date: Friday, May 17, 2024

City of Orange Beach
4099 Orange Beach Blvd.
Orange Beach, AL 36561

Attn: Renee Eberly

**RE: AWARD RECOMMENDATION
Justice Center Roof and Fascia Replacements
Project #2024-0502**

Renee,

This letter is in response to the receipt of bids for the reference project. Bids were received at the time and place stated within the Issued for Bid Documents. A total of four (4) bid packages were received and checked-in prior to the 10:00AM deadline.

All Bid Packages were opened at 10:00AM and were read aloud in the presence of representatives of the Owner, Architect, and Bidders.

The qualified apparent low bidder, Green-Simmons Company, Inc., of Pensacola, Florida, submitted a total Bid of \$1,454,000.00, Unit Cost #1 of \$2,781.00, and Unit Cost #2 of \$1,362.00. Within 24 hours of the Bid, a letter from the Green-Simmons Company, Inc. was provided to clarify and update the Unit Costs submitted on May 16th, 2024.

The Following clarifications were provided:

- Unit Cost No.1 for Replacement of Damaged Plywood Roof Decking - \$198.65
- Unit Cost No.2 for Replacement of Deteriorated Wood Blocking ----- \$15.75

Green-Simmons Company, Inc. has a current Alabama General Contractor license #38125 with the BC: BUILDING CONSTRUCTION specialty and an Unlimited Bid Limit.

Therefore, in consideration of the low bid submitted by Green-Simmons Company, Inc., having been cleared of irregularities, it is my recommendation that they be awarded the

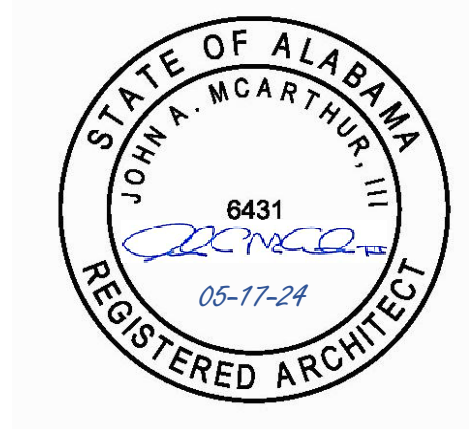
Contract for the ORANGE BEACH JUSTICE CENTER ROOF AND FASCIA
REPLACEMENTS - 2024-0502.

This recommendation is provided for your use in consideration of award of the Contract.
Please let me know if I can be of further assistance.

Sincerely,
For the Firm



John A. McArthur, III, AIA
Architect, President
Watermark Design Group, LLC



THE GREEN-SIMMONS COMPANY, INC.

GENERAL CONTRACTORS

May 17, 2024

Renee Eberly, Procurement Officer
City of Orange Beach, AL
P.O. Box 458
Orange Beach, AL 36561

RE: City of Orange Beach; Justice Center Roof & Fascia Replacement

Ms. Eberly,

Per your request, please accept this clarification of our bid for the above-referenced project submitted yesterday, May 16, 2024.

While the "Base Bid", "Contingency Allowance", and "Total Bid" amounts inserted within the Bid Form are correct, the Unit Prices for Item 1 and Item 2 are incorrect. We utilized assumed quantities to formulate a total cost and then backed into a unit rate for each Item. However, unfortunately, we erroneously inserted our Total Cost of that item instead of the calculated Unit Rate. The correct unit rates for each item are as follows:

Item	Description	Units	Unit Price
1.	Replacement of Damaged Plywood Roof Deck	4'x8' Sheet	\$198.65
2.	Replacement of Deteriorated Wood Blocking	Board foot	\$15.75

The above Unit Rates are the amounts that should have been inserted within the Bid Form. If we can provide additional information or answer any questions, please do not hesitate to call.

Sincerely,
The Green-Simmons Company, Inc.



Nathan A. Green
President