



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Regular Council Meeting 06/04/2024
2. Committee of the Whole 06/04/2024

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

1. Discuss NeoGov software proposal for HR. (VP)
2. Discuss ratifying acts and clarifying terms of the Library Board. (JL)
3. Discuss vacancies on Board of Adjustment. (RE)

Resolutions

1. Resolution establishing fees for the Orange Beach Swim Team program. (NA)
2. Resolution authorizing the execution of a ground lease agreement with Auburn University for the Gulf Coast Engineering Research Station. (JL/PW)
3. Resolution amending the Fiscal Year 2024 Budget to reallocate funds. (FH)

4. Resolution authorizing the purchase of a Passenger Shuttle for the Coastal Resources Department through a General Services Administration contract from Gator Moto Utility Vehicles and More, LLC, dba Moto Electric Vehicles, in the amount of \$26,516.17. (TT)

Public Hearings

1. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0503-PUD-24, Abbey Road PUD. (Suggested date 7/16/2024) (GP)
2. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0604-PUDA-24, Springhill Suites PUD Modification, Buffer Screening & Roof Features. (Suggested date 7/16/2024) (GP)

Ordinances

V. Public Comments

VI. Adjourn

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
JUNE 4, 2024 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 5:01 P.M.
- II. INVOCATION** Pastor Kim Vanbrimmer, Orange Beach Presbyterian Church
- 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/Johnson) to approve the agenda as written. Vote unanimous in favor.

VI. CONSIDERATION OF PREVIOUS MINUTES

Work Session	05/07/2024
Regular Council Meeting	05/07/2024
Committee of the Whole	05/07/2024

The reading was waived and minutes were approved as written.

VII. REPORTS OF OFFICERS/COMMITTEES

1. City Administrator – Ford Handley

Mr. Handley recognized the retirements of three long-time city employees: Angie Lee, 24 years at the Senior Center; Renee Smith, 18 years with the Legal Department; and Ja Neese, 28 years at the Sportsplex.

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|---|------------|
| 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. Mayor/Council

No report.

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

IX. PRESENTATIONS

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

Resolutions

1. Resolution reappointing Sted McCollough to the Construction Board of Adjustment and Appeals. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution authorizing execution of a professional services agreement with Renee Smith to provide various legal services for the Legal Department. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution retiring police canine "Perseus" and authorizing the Mayor to execute the documents necessary to transfer ownership of "Perseus" to Officer Alisa Dixon. **Motion made (Silvers/Boyd) to adopt the resolution.** Council discussed briefly. Vote unanimous in favor. **Motion passed.**
5. Resolution retiring police canine "Magnum" and authorizing the Mayor to execute the documents necessary to transfer ownership of "Magnum" to Officer Kendall Hobbs. **Motion made (Boyd/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Mitchell/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
7. Resolution authorizing the execution of a professional services agreement with Adams Stewart Architect, LLC, for architectural services. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Blalock/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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.

Motion made (Silvers/Johnson) to postpone consideration until the next council meeting on June 18th. Vote unanimous in favor. Motion passed.

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. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Johnson/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Silvers/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
14. Resolution establishing fees for the Orange Beach Swim Team Summer League program. **Motion made (Mitchell/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
15. Resolution authorizing execution of a right-of-way use franchise agreement with Telepak, Inc., and its affiliates dba C Spire. **Motion made (Johnson/Mitchell) to adopt the resolution.** Councilmember Silvers asked for an update on fines collected for damages to city utilities. Vote unanimous in favor. **Motion passed.**
16. Resolution accepting a proposal from Jackson & Smith CPA Group, PC, for auditing services. **Motion made (Mitchell/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:11 P.M.

APPROVED this the 2nd day of July, 2024.

Renee Eberly
City Clerk

SETTLEMENT STATEMENT REGARDING THE EXPECT EXCELLENCE THEATER PROGRAM

In 2018 the Expect Excellence Theater Program began with the production of Hansel and Gretel. This show, which was performed in the Orange Beach Community Center, featured thirteen students and has proven the launch point for a vibrant arts program provided by the City of Orange Beach to our young people. Since that initial production, the Expect Excellence Theater Program has provided meaningful opportunities for members of the Orange Beach community to engage with the arts. The program has welcomed over Two Hundred and Fifty children and young adults to the stage and provided volunteer opportunities for over Two Hundred adults. What started in the Community Center has grown to perform shows in the City of Orange Beach Arts & Events Center and now performances occur in the state of the art City of Orange Beach Performing Arts Center. Starting with a small production of Hansel and Gretel, the program has grown and gone on to perform music and theatrical programs including Beauty and the Beast, The Little Mermaid and The Wizard of Oz.

Many factors have contributed to the success of the program. This includes the efforts of Chase Morrisette, Lacy Ignacio-McFadden, DeAnn Milly, and Nancy Dickhute. Their assistance was important to the City in producing Beauty and the Beast, which raised the bar for the shows that followed. They were dedicated staff who had a significant impact on the participants in the Expect Excellence program and the community. Their efforts fostered an increased interest in the Expect Excellence theater program.

As the Expect Excellence Program has continued to evolve, those individuals are no longer with the City but we are appreciative of their service to the Expect Excellence Theater Program. The City looks forward to continuing to raise the bar and build on the quality programs offered as part of Expect Excellence, and to continue to provide our students the opportunity to excel in the arts.

The City now looks forward to the June performance of “Dream On: A Tribute to Classic Rock” featuring all new music and “Alice in Wonderland, Jr.” this fall.

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
JUNE 4, 2024 – 5:11 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the June 18, 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. Resolution appropriating funds to the Orange Beach Board of Education to support city school system operations in an amount not to exceed \$4,847,809.
2. Resolution appropriating funds to the Miracle League of Coastal Alabama in the amount of \$42,850 to match donations for the purpose of building a regional complex in Summerdale.
3. Resolution authorizing the City of Orange Beach to raise funds for the Baldwin County Child Advocacy Center.
4. Resolution authorizing execution of an agreement with the University of Alabama for collaboration on a research project titled "Project Freedom South" sponsored by the Alabama Department of Mental Health.
5. Resolution authorizing the purchase of a Vehicle for the Administration Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$37,958.
6. Resolution authorizing execution of a marina slip license agreement with Pelican's Perch Marina and Boat Yard.
7. Resolution authorizing execution of a professional services agreement with Grace Stanton for theatrical performance direction for "Alice in Wonderland JR."
8. Resolution authorizing execution of a professional services agreement with Katherine "Kit" Alexander to provide planning, zoning, and engineering consultation services for the Community Development Department.
9. Resolution authorizing execution of a professional services agreement with Sally Wyrick for water aerobics instruction at the Aquatics Center.
10. Resolution authorizing execution of a right-of-way use franchise agreement with Uniti Fiber GulfCo, LLC.
11. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0205-PUD-24, Mill's Row Beachside PUD on June 18, 2024.
12. Ordinance repealing Section 70-42 of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "U-turns."

Public Comments:

1. Councilmember Blalock encouraged residents to visit the relocated Community Garden by the Orange Beach Elementary School.
2. Councilmember Boyd spoke about the rough waters for the last two snapper fishing weekends.
3. Councilmember Mitchell asked how many palm trees were donated to the City from the Hangout Festival. Woody Speed, City arborist, responded that approximately 30 palm trees were received.

There being no further business, the meeting adjourned.

Time: 5:21 P.M.

APPROVED this 2nd day of July, 2024.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 18, 2024**

Departments: City Clerk

Description of Topic: Discuss NeoGov software proposal for HR. (VP)

Background/Description: The current CivicHR software used by HR is being discontinued. HR has reviewed other software solutions available on the market and has selected NeoGov as being the best fit for the city.

Action Options/Recommendation:

Insight + Onboard + Perform + [governmentjobs.com](https://www.governmentjobs.com) bundle-- Discount opportunity:

- 36 month initial term
- Year 1 invoice total = \$37,374.00 (40% off annual subscription + \$8,500 one-time setup fee only)
- Year 2 invoice total = \$38,499.00 (20% off annual subscription)
- Year 3 invoice total = \$48,124.00 (annual subscription)

Source of Funding (if applicable): CivicHR is currently budgeted at \$23,000 annually under Admin Professional Fees.

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 18, 2024**

Departments: City Clerk

Description of Topic: Discuss ratifying acts and clarifying terms of the Library Board. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 18, 2024**

Departments: City Clerk

Description of Topic: Discuss vacancies on Board of Adjustment. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 18, 2024**

Departments: City Clerk

Description of Topic: Resolution establishing fees for the Orange Beach Swim Team program. (NA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 07-02-24 24-xxx Establish Fees Orange Beach Swim Team

RESOLUTION NO. 24-xxx

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

FINDINGS:

1. On June 4, 2024, City Council adopted Resolution No. 24-118 establishing fees for the Orange Beach Swim Team Summer League program.
2. The Parks and Recreation Director is submitting fees for the year-round swim team program for approval.
3. 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 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 program:

January - April	\$200
May - July	\$150
August - November	\$200

2. That this resolution shall become effective upon its adoption.

ADOPTED THIS 2nd DAY OF JULY, 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 July 2, 2024.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 18, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a ground lease agreement with Auburn University for the Gulf Coast Engineering Research Station. (JL/PW)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 07-02-24 24-xxx Authorize Ground Lease Auburn University Gulf Coast Engineering Research Station
2. 2024.06.14 Ground Lease Auburn University Gulf Coast Engineering Research Station
3. 2024.06.14 Ground Lease Auburn University Gulf Coast Engineering Research Station - Exhibit A Walker Ave Division
4. 2024.06.14 Ground Lease Auburn University Gulf Coast Engineering Research Station - Exhibit B Covenant of Purpose

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
GROUND LEASE AGREEMENT WITH AUBURN UNIVERSITY FOR THE
GULF COAST ENGINEERING RESEARCH STATION**

FINDINGS:

1. In 2011, the City of Orange Beach (hereinafter the “City”) and the Auburn University Samuel Ginn College of Engineering began discussing the concept of creating an Auburn University-led research facility in Orange Beach, Alabama.
2. In March 2018, the Alabama Gulf Coast Recovery Council announced the proposal submitted by Auburn University for the Gulf Coast Engineering Research Station (hereinafter the “GCERS”) selected for funding under Alabama’s State Expenditure Plan, which was then recommended for approval by the Federal Gulf Coast Ecosystem Restoration Council.
3. The City passed Resolution No. 19-203 authorizing the execution of a ground lease with Auburn University for the Gulf Coast Engineering Research Station on November 5, 2019, but project funding and the ground lease were never finalized.
4. Funding for the construction and operation of the GCERS has now been secured and the City and Auburn University are ready to move forward with the project.
5. The City once again desires to facilitate the development of the Auburn University Gulf Coast Engineering Research Station by providing certain real property on the terms and conditions listed within the attached Agreement (Exhibit A).
6. After reviewing the attached modified Agreement, the City Council of the City of Orange Beach hereby renews its support for the project and has determined that it is in the best interest of the City and its citizens to execute said Ground Lease Agreement with Auburn University.

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 modified version of the Ground Lease Agreement by and between the City of Orange Beach and Auburn University as attached, subject to final review by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 2nd DAY OF JULY, 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 July 2, 2024.

City Clerk

STATE OF ALABAMA)

COUNTY OF BALDWIN)

GROUND LEASE

This Ground Lease (the “Lease”) is made and entered into effective as of the date last signed below (“Effective Date”) by and between the City of Orange Beach, Alabama (“Lessor” or “City”) and Auburn University (“Lessee” or “Auburn”), as follows:

Section 1. Recitals.

1. The City is a municipal corporation with the power to enter into contract for any public purpose. *Ala. Code* § 11-45-1, et seq.
2. Auburn is a public corporation and instrumentality of the State of Alabama with the power to contract. *Ala. Const. of 1901*, Amendment 670; *Ala. Code* § 16-48-1, et seq.
3. The City is the owner of certain unimproved real property located in Baldwin County, Alabama located at 4697 Walker Avenue, Orange Beach, Alabama.
4. In 2011, the City and the Samuel Ginn College of Engineering began discussing the concept of creating an Auburn-led research facility in Orange Beach.
5. In April, 2014, Auburn submitted the GCERS project idea to the Alabama Gulf Coast Recovery Council (“AGCRC”) project idea web portal.
6. In November, 2017, the AGCRC requested a full proposal from Auburn for the GCERS.
7. In March, 2018, the AGCRC announced the GCERS was selected for funding under Alabama’s State Expenditure Plan (“SEP”).
8. In February, 2019, the Gulf Coast Ecosystem Restoration Council (GCERC, “the Federal Council”) recommended approval of Alabama’s SEP, including the construction and initial operation of the GCERS.
9. The City desires to facilitate the development of the Auburn Research Station by providing certain real property on the terms and conditions set forth in this lease, more particularly described herein.
10. In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 2. Premises Leased.

Lessor hereby leases to Lessee the property located at 4697 Walker Avenue, Orange Beach, Baldwin County, Alabama, consisting of approximately [REDACTED] acres, as depicted and more particularly described on Exhibit A attached hereto (“the Premises”).

Section 3. Definitions.

For the purposes of this Lease, the following definitions apply:

Research Station or Facility means the Auburn University Research Station to be constructed on the Premises described in Exhibit A.

Improvements means the Research Station and all of the other buildings, structures, accessory structures, landscaping, driveways, parking lots, access roads, docks, site utilities, furnishings, fixtures, infrastructure, equipment, and other improvements that are constructed on the Premises under the terms of this Lease, and any replacements, reconstruction or restorations thereof during the Term.

Permitted Use means the use of the Premises for operation of the Research Station and Improvements, post-secondary engineering and science research and education (including collaboration with and hosting of public and private entities), offices and dormitories, K-12 educational outreach, and any appurtenant uses that are incidental and ancillary to such use.

Premises means the real property described in Exhibit A.

Section 4. RESTORE Council Award Compliance.

Construction of the Research Station was funded with an award made by the RESTORE Council to the Alabama Department of Conservation and Natural Resources, Federal Award Identification Number GNSSP22AL0042, State Expenditure Plan #4: Auburn University Gulf Coast Engineering Research Center, dated 05/13/2022 (the “Award”), and the Award includes conditions on use of the Research Station and provides for a continuing federal interest in the Research Station. The Research Station may not be used for any purpose inconsistent with the Award, RESTPRE Act, and any program regulations governing the Award. In addition, the Lessor may not:

1. Enter into any mortgage, lien, assignment or any other similar legal or equitable instrument in connection to the Research Station or any right therein;
2. Otherwise encumber the Research Station or any right therein;
3. Sell, transfer, assign, donate, or otherwise dispose of the Research Station or any right therein; or
4. Take any action that would prevent or hinder the Research Station from being used for Award purposes for thirty (30) consecutive calendar days without the prior written approval of the Executive Director, Gulf Coast Ecosystem Restoration Council (or any successor agency).

In addition, the Research Station may not be used in violation of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which laws prohibit discrimination on the basis of race, religion, national origin, or disability. These conditions are in accordance with the statutory provisions set forth in the Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economies of the Gulf Coast State Act of 2012 (RESTORE Act) (33 U.S.C. § 1321(t), Pub. L No. 112-141), 2 CFR § 200 as applicable, the Notice of Funding Availability for Spill Impact Component Project Grants published by the Gulf Coast Ecosystem Restoration Council, and other terms and conditions of the grant award.

These Award conditions and requirements cannot be nullified or voided through a transfer of ownership. Therefore, any proposed change in usage or ownership must be approved in writing by the Executive Director, Gulf Coast Ecosystem Restoration Council.

Section 4. Grant and Term.

1. Grant. In consideration of the covenants and agreements to be observed and performed by Auburn, the City hereby leases the Premises to Auburn subject to:

(a) All liens, encumbrances, easements, rights of way, covenants, conditions, restrictions, obligations and liabilities as may appear of record as of the Effective Date; and

(b) The effect of all applicable building restrictions and regulations, current and future applicable law.

2. Easement reserved. The City reserves unto itself a non-exclusive easement in, on, over, under and upon the sidewalks, parking lots, and access roads on the Premises for the purpose, as appropriate, of vehicular and pedestrian access consistent with the development and operation of the Facility and in a manner consistent with this Lease.

3. Term. Unless earlier terminated as provided herein, the Term of this Lease shall be fifty (50) years and shall commence on [REDACTED] (“Commencement Date”). Provided it is not then in default of this lease, Auburn shall have the option to extend the Term for an additional forty-nine (49) years by giving written notice to the City at least ninety (90) days prior to expiration of the initial fifty (50) year period.

4. Contingencies and Early Termination. Notwithstanding any other provision of this Lease, the Term of this Lease shall be subject to and conditioned upon (i) successful completion, in Auburn’s sole discretion, of reasonable physical inspections of the Premises, including but not limited to, environmental and engineering inspections and reports, geotechnical borings and assessments, and any other inspections or evaluations deemed necessary by Auburn, which must be completed, if at all, at Auburn’s cost (“Inspection Contingency”); and (ii) satisfactory funding of the construction of Auburn’s Facility by the Office of Gulf Coast Restoration, Department of the Treasury, United States of America (“Funding Contingency”). If

the Inspection Contingency is not satisfied, as judged in Auburn's sole discretion, then Auburn may terminate this Lease immediately upon giving written notice to the City, so long as such written notice is provided on or before [REDACTED]. Auburn shall not be permitted to terminate this Lease due to failure of the Inspection Contingency after [REDACTED]. Further, if the Funding Contingency is not satisfied, as judged in Auburn's sole discretion, then Auburn may terminate this Lease immediately upon giving written notice to the City, so long as such written notice is provided on or before [REDACTED]. Auburn shall not be permitted to terminate this Lease due to failure of the Funding Contingency after [REDACTED].

If Auburn terminates this Lease as provided above, then Auburn shall be responsible for the cost of remedying, repairing and/or restoring the Premises to its prior condition as it existed on the Commencement Date. Upon and following any termination of this Lease under this section, the parties shall have no further right or obligation under this Lease except as expressly stated herein.

Notwithstanding any other provisions of this Lease, the City shall have no obligation to remedy or repair defects of any kind in the Premises that are discovered in connection with the due diligence described herein. The City may terminate this lease at any time with 30 days written notice in the event that the premises are no longer being used for the purpose anticipated herein.

5. Holding Over. This Lease shall expire without further notice at the expiration of its Term, and no holding over after the termination or expiration of this Lease shall be permitted. Any holding over by Lessee after expiration or earlier termination shall not constitute a renewal or extension of the Lease, nor shall it give Lessee any right in or to the Premises, or any part thereof.

6. Construction Completion and Early Termination. The City may terminate this Lease prior to the expiration of the Term upon thirty (30) days' prior written notice in the event that construction of the Research Station shall not have been completed by [REDACTED]; provided, however, the City may extend the time for completion if it is reasonably satisfied that the work can be completed within such time.

7. Termination by Lessee. Lessee may terminate this Lease upon thirty (30) days' prior written notice to the City.

8. Quiet Enjoyment. So long as Auburn is not in default under this Lease and except for the City's action in the case of an emergency for the purpose of protecting public health or safety, Auburn shall lawfully, peacefully and quietly hold, occupy and enjoy the Premises without disturbance, interruption or hinderance by the City.

9. Condition of Premises. Lessee accepts possession of the Premises in an AS-IS condition without any representation or warranty of the City, subject to Lessee's right to terminate this Lease herein.

10. Ownership and Removal of Improvements During the Term. During the Term, Auburn shall be the owner of all improvements and property located thereon. Auburn shall have the right to remove or replace all furniture, equipment and personal property in and about the Premises as it deems necessary. Lessee shall not have the right to remove any fixtures, and such fixtures shall automatically become the property of the City without payment of any kind upon termination or expiration of this Lease. Lessee may remove all other personal property, furniture and equipment from the Premises upon the expiration or termination of this Lease. Upon termination of this lease by Lessee, Lessor may demand that the premises be returned to the condition prior to this lease with all improvements removed at the expense of Lessor.

Section 5. Rent.

Lessee agrees to pay Lessor a rental in the amount of one dollar (\$1.00) per year, with the first installment due within ten (10) business day after the Commencement Date and further installments due on the first day of each following year during the Term. Lessee may pay all rent due under this section in one lump sum.

Section 6. Construction of the Improvements.

1. Construction. Auburn shall, at its sole cost and expense, design and construct, or cause to be designed and constructed, the Research Station and other related Improvements upon the Premises. Following initial construction of the Research Station and related Improvements, Auburn may thereafter, at its sole cost and expense, perform or arrange for design, construction, and/or renovation of existing Improvements or new Improvements on the Premises. Before beginning any construction required or permitted under this Lease, including initial construction of the Research Station, Auburn first shall consult with the City regarding the building design and shall obtain the City's approval of such design before construction starts, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, Auburn may undertake nonstructural alterations to the Improvements without the City's consent or approval beyond that required by City Ordinance or other regulation.

2. Compliance with Laws. The parties acknowledge that Auburn's construction and renovation projects on the Premises are governed by the State Building Code. Auburn agrees to obtain all necessary permits, licenses and other approvals required for said work from the appropriate federal and state agencies, and the City shall reasonably cooperate with Auburn in doing so and in granting the appropriate City permitting required.

3. Funding. Construction of Lessee's building will be funded by the Office of Gulf Coast Restoration, Department of the Treasury, United States of America. The parties acknowledge that the Premises is subject to a Covenant of Purpose, Use and Ownership that is filed in the Baldwin County Office of Probate at [REDACTED], Page [REDACTED] and is attached hereto as Exhibit B. Lessee is responsible for conformance with the covenant and any subsequent penalties for noncompliance during the term of this Agreement.

4. As-Built Drawings. Auburn shall furnish the City with a set of “as built” drawings and specifications for all Improvements constructed on the Premises, which shall accurately reflect the nature and extent of the Improvements.

5. Cooperation. The parties agree to cooperate and assist each other throughout the term of this Lease in obtaining all approvals and permits that are necessary or desirable in order to construct and operate the Improvements.

6. Insurance. In connection with construction of all Improvements, Auburn shall require of its contractors and subcontractors insurance of the types and amounts as customarily required by Auburn on public works projects on its campus, according to general conditions then in effect and approved by the Alabama building Commission (State Department of Finance, Division of Construction Management).

7. Standard of Work. All of the work with respect to the Improvements shall be designed, constructed and permitted in a good and workmanlike manner.

8. Indemnification. All contracts and subcontracts involving work on the Improvements shall specifically provide that the contractors agree to indemnify, defend and hold the City harmless from all claims, costs, liability or loss arising from personal injury, death or property damage resulting from the negligent or willful acts, errors or omissions of the contractors.

Section 7. Use.

1. Use of Premises. Auburn shall use the Premises solely for the construction, maintenance and operation of the Improvements for the Permitted Use.

2. Change of Use. Should there be a material change of use at any time during the Term of this Lease that is inconsistent with the requirements set forth herein and should this change not be approved in writing by a duly adopted amendment to this Lease, such change may be deemed a default, subject to the requirements of notice and an opportunity to cure as described in Section 13. Upon termination for default as provided in this section and Section 13, all right, title and interest to the Premises and Improvements shall vest solely in the City without further cost or expense to the City.

3. Waste; Nuisance. Auburn shall not use or permit any other person to use the Premises, or any part thereof, nor allow any person access for any use, which constitutes legal nuisance or waste, or unreasonable annoyance to the City. Auburn further agrees at all times during the Term of this Lease, at its sole cost and expense, to do all things necessary to maintain the Premises in good, clean and sanitary condition and repair.

4. Care of the Premises. Consistent with the operation of the Research Station and Improvements, Auburn shall, at its sole cost and expense: (a) maintain the Premises and Improvements in good repair, reasonable wear and tear excluded; (b) keep the Improvements at all times in a safe, sightly, good and functional condition, reasonable wear and tear excepted; (c)

keep the Improvements free from refuse and rubbish in accordance with customary procedures for similar properties; (d) mow and otherwise maintain all landscaped areas within the Premises; (e) repair holes or breaks in the parking areas on the Premises; (f) repave, restripe, and replace markings on the surface of such parking areas from time to time as and when necessary so as to provide for the orderly flow and parking of automobiles; (g) maintain adequate exit and entrance and other traffic control signs to direct traffic in and out of the Research Center; (h) maintain all lighting at the Premises; (i) service, maintain, repair and replace, and pay the costs of any fees or changes in connection with all utilities; (j) manage and monitor the Premises and enforce the proper and lawful use thereof by the public and patrons of the Premises and Improvements and otherwise cause the Premises and Improvements to comply with all applicable requirements of law and governmental regulation.

Section 8. Utilities.

Auburn shall construct or shall arrange for the construction of such utilities as are necessary to serve the Improvements. All costs associated with bringing required utilities to the Premises shall be at Auburn's sole cost and expense. Auburn shall not have the right to grant any easements over, under, through, across or on the property; however, the City will cooperate with Auburn to grant such easements deemed necessary to support such utilities.

Section 9. Damage or Destruction of the Improvements.

During the Term, if the Improvements are wholly or partially damaged or destroyed, as judged in Auburn's sole discretion, then Auburn shall have the option to either (i) promptly commence restoration and repair of the Improvements and diligently pursue such work to its completion, in accordance with other requirements of this Lease pertaining to construction work by Auburn, including design review and approval by the City; or (ii) terminate this Lease. Auburn shall give written notice to the City of its election within ninety (90) days after the damage or destruction occurs. If Auburn elects to terminate the Lease, then Auburn shall at its cost promptly clear all materials and debris from the Premises site.

Section 10. Insurance.

1. Lessor and Lessee each agree to maintain respective policies of liability insurance on the Premises, each in the amount of not less than \$1,000,000.00.
2. Lessee shall, at all times during the term of this Lease, maintain a policy or policies of insurance insuring the Improvements, furniture, fixtures, equipment, and personal property against loss or damage by fire, or other insurable hazards and contingencies, in an amount not less than the full replacement value thereof, exclusive of excavation costs, foundation costs, pilings, underground conduits, and other similar underground items. Insurance deductibles will be the responsibility of the Lessee.

Section 11. Right of Entry.

Lessor, or any personnel authorized by Lessor, with the prior specific consent of Lessee obtained within twenty-four (24) hours in advance, shall have the right to enter the Premises while escorted by Lessee's representative at reasonable times to inspect and enforce this Lease. Lessee shall not unreasonably withhold consent for Lessor to enter the Premises. Lessor shall also have right of entry during any emergency and Lessee's consent shall not be necessary in case of emergency.

Section 12. Taxes.

The parties anticipate that the Premises and Improvements will be exempt from all real estate taxes and related taxes, fees, and assessments, and the parties shall reasonably cooperate in requesting such tax exemptions, if necessary. However, if payment of such taxes is required, Lessee shall pay before they are due such taxes, fees, and assessments that are imposed or assessed on the Premises and/or Improvements for periods attributable to the Term. At its cost, Lessee may contest the amount or validity of any such taxes, fees and assessments, so long as Lessee pays such amounts when due as required by law. Lessee shall be entitled to any resulting refunds of such payments in the event of a successful challenge.

Section 13. Default; Remedies.

1. Lessee Default. If Lessee shall fail to pay rent or any other sum to lessor when due and such failure is not cured within thirty (30) business days following written notice from Lessor, or shall default on any other provision of this Lease and fail to cure such default within thirty (30) days following written notice from Lessor, Lessor, in addition to all other remedies provided either at law or in equity, may:

(a) void and terminate this Lease, re-enter into possession of the Premises;
and

(b) without terminating this Lease, terminate the Lessee's right of possession, re-enter and resume possession of the Premises. Lessor may declare all sums hereunder due and Lessee shall remit said sums in full.

2. Lessor Default. If Lessor shall default in any provisions of this Lease and fail to cure such default within thirty (30) days following written notice from Lessee, then Lessee may terminate this Lease upon written notice.

Section 14. Notices.

All notices required or permitted to be given under this Lease will be made to the parties at the addresses listed below, and such notice will be effective on the date given when provided personally; three (3) days after being mailed by certified mail, return receipt requested; or, one (1) day after having been delivered to a nationally recognized express delivery service for overnight delivery.

To Lessor:

City Clerk
City of Orange Beach
P.O. Box 458
4099 Orange Beach Boulevard
Orange Beach, Alabama 36561

W/Required Copy to:
City Attorney
City of Orange Beach
P.O. Box 458
4099 Orange Beach Boulevard
Orange Beach, Alabama 36561

To Lessee:

Auburn University
Director of Real Estate
60 Samford Hall
Auburn, Alabama 36849

W/Required Copy to:
Auburn University
General Counsel
101 Samford Hall
Auburn, Alabama 36849

A party may reasonably amend its notice address(es) upon written notice to the other party.

Section 15. Recording.

The parties shall cooperate in promptly recording a memorandum of this Lease, which Lessee shall prepare and record at its cost.

Section 16. No Waiver.

1. No consent or waiver, express or implied, by either party hereto or to any breach or default by the other party in the performance by the other party of its obligations hereunder shall be valid unless in writing, and no such consent or waiver to, or of, a breach of default shall constitute a consent or waiver to, or of, any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder.

2. Failure on the part of either party to complain of any act or failure to act of the other party, or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

3. The granting of any consent or approval in any one instance by, or on behalf of, any party hereto, shall not be construed to waive or limit the need for such consent in any other or subsequent instance.

Section 17. Agreement/Sublease.

Without prior approval of Lessor, Lessee may not assign or sublease all or a portion of the Premises and/or Improvements to governmental entities and/or to public and/or non-profit entities engaged primarily in the provision of educational services or research in a manner that is consistent with the permitted use. Lessee shall not assign or sublease all or any portion of the Premises and/or Improvements to any other entity without the prior written approval of Lessor, which shall not be unreasonably withheld.

Section 18. No Third-Party Beneficiaries.

Except as set forth herein, this Lease is intended only for the benefit of the signing parties hereto, and neither this Lease, nor any of the rights, interests or obligations hereunder, is intended for the benefit of any other person or third-party.

Section 19. Force Majeure.

Neither party shall be held liable or responsible to the other party, nor be deemed to have defaulted under or breached this Lease for failure or delay in fulfilling or performing any term of this Lease to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to, fire, floods, hurricanes, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions, or delays in acting by any governmental authority or the other party.

Section 20. Survival; Severability; No Merger.

1. Survival. The provisions hereof shall be binding upon and inure to the benefit of all parties hereto, their successors and permitted assigns.

2. Severability. In the event that any part of this Lease shall be construed as unenforceable, the remaining parts of this Lease shall be in full force and effect as though any unenforceable parts were not written into this Lease.

3. No Merger. The fee title to the Premises and the leasehold estate shall not merge but shall remain separate and distinct.

Section 21. Entire Agreement; Governing Law; Counterparts.

1. Entire Agreement. It is agreed that this written instrument embodies the whole agreement of the parties with respect to the subject matter of this Lease. This Lease may not be amended except by a writing signed by both parties.

2. Governing Law. This Lease and all disputes arising hereunder shall be governed and construed according to Alabama law.

3. Counterparts. This Lease may be executed in one or more counterparts, each of which will be deemed to be a duplicate original, but all of which taken together will constitute a single instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the dates indicated below.

CITY OF ORANGE BEACH, ALABAMA
A Class 8 Municipality, LESSOR

By: Tony Kennon, Mayor

Dated: _____

ATTEST:

Renee Eberly, City Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said State and County, hereby certify that Tony Kennon as Mayor and Renee Eberly as City Clerk of the City of Orange Beach, Alabama, a Class 8 Municipality, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City on the day the same bears date.

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

Notary Public, State of Alabama
My Commission Expires: _____

AUBURN UNIVERSITY, LESSEE

By: Ronald L. Burgess, Jr.,
Executive Vice President

Dated: _____

STATE OF ALABAMA

COUNTY OF LEE

I, the undersigned Notary Public in and for said State and County, hereby certify that Ronald L. Burgess, Jr., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of the City on the day the same bears date.

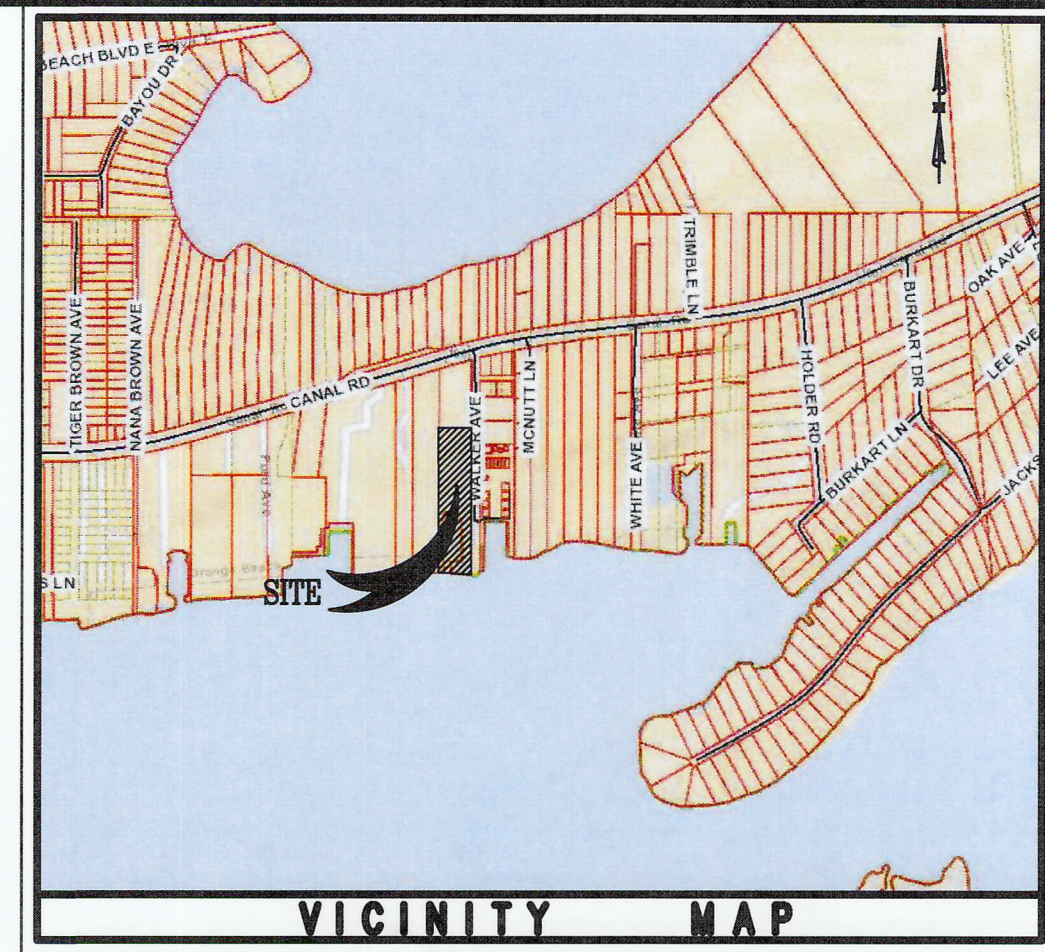
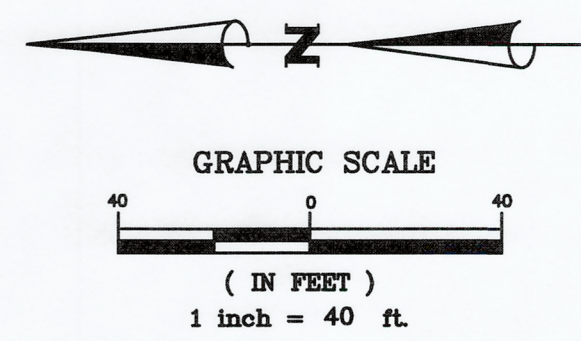
Given under my hand and official seal on this the _____ day of _____, 2024.

Notary Public, State of Alabama
My Commission Expires: _____

GENERAL SURVEYORS NOTES:

- SOURCES OF INFORMATION USED TO FACILITATE THIS SURVEY WERE PREVIOUS SURVEYS BY THIS FIRM, SURVEYS BY OTHER FIRMS AND INFORMATION FURNISHED BY CLIENT. NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PERFORMED BY THIS FIRM. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAYS, OR OTHER INSTRUMENTS OF RECORD WHICH COULD AFFECT THE BOUNDARIES OF THIS PROPERTY THAT WERE NOT FURNISHED AT TIME OF SURVEY.
- ALL BEARINGS ARE BASED ON THE GRID NORTH AS DETERMINED BY RTK GPS AND REFERENCED TO NAD83, ALABAMA WEST STATE PLANE COORDINATES.
- I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION MAP, COMMUNITY PANEL NO. 01003C0966M, EFFECTIVE APRIL 19, 2019, AND HAVE FOUND THAT THE DESCRIBED PROPERTY IS LOCATED IN ZONES "X"(UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN, "X" (SHADED), AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD, "AE", BASE FLOOD ELEVATION OF 11' DETERMINED, AND "VE", COASTAL FLOOD ZONE WITH VELOCITY HAZARD (WAVE ACTION); BASE FLOOD ELEVATIONS OF 10' AND 13' DETERMINED.
- FIELD WORK FOR THIS SURVEY WAS PERFORMED DECEMBER, 2022.
- ANY FLOOD ZONES GIVEN OR SHOWN ON THE FACE OF THIS DRAWING ARE BY ELEVATIONS FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE MAPS.
- ALL NEW STRUCTURES WILL COMPLY WITH THE CITY OF ORANGE BEACH FLOOD DAMAGE PREVENTION ORDINANCE.

WALKER AVENUE DIVISION



SITE DATA:

TOTAL ACREAGE = 3.51 ACRES±
TOTAL LOTS = 2
SMALLEST LOT SIZE = 1.74 ACRES±

CURRENT ZONING:

MR

MINIMUM BUILDING SETBACKS:

FRONT - 30 FEET
REAR - 30 FEET
SIDE - 10 FEET

OWNER:

CITY OF ORANGE BEACH
P.O. BOX 458
ORANGE BEACH, AL 36561

LAND SURVEYOR:

ERICIL E. GODWIN, P.L.S.
SAWGRASS CONSULTING, LLC
30673 SGT E.L. "BOOTS" THOMAS DRIVE
SPANISH FORT, AL 36527
(251)544-7900

UTILITY EASEMENTS:

THERE IS A DEDICATED HERewith A 10 FOOT UTILITY EASEMENT ON ALL LOT LINES AND COMMON AREAS ADJACENT TO THE RIGHT-OF-WAYS AND A 10 FOOT UTILITY EASEMENT ON EACH SIDE OF LOT AND COMMON AREA LINES, UNLESS OTHERWISE NOTED.

CERTIFICATE OF THE BALDWIN COUNTY E-911 ADDRESSING

THE UNDERSIGNED, AS AUTHORIZED BY THE BALDWIN COUNTY E-911 BOARD, HEREBY APPROVES THE ROAD NAMES AS DEPICTED ON THE MAP WITHIN THE PLAT AND HEREBY APPROVES THE WITHIN PLAT FOR RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

THIS _____ DAY OF _____, 2023

AUTHORIZED SIGNATURE _____

CERTIFICATE OF OWNER

STATE OF ALABAMA
COUNTY OF BALDWIN

I, TONY KENNON, THE UNDERSIGNED AS MAYOR OF THE CITY OF ORANGE BEACH, REPRESENTATIVE OF THE LANDS DESCRIBED IN AND EMBRACED BY THE ATTACHED PLAT OF WALKER AVENUE DIVISION, AND THAT I HAVE CAUSED OR ALLOWED THE HEREIN DESCRIBED LANDS TO BE SURVEYED, LAID OUT, AND PLATTED TO BE KNOWN AS WALKER AVENUE DIVISION, A PART OF GRANT SECTION 12, TOWNSHIP 9 SOUTH, RANGE 5 EAST, BALDWIN COUNTY, ALABAMA, AND DO HEREBY IRREVOCABLY DEDICATE THOSE STREETS, ALLEYS, DRAINAGE FACILITIES, UTILITY LINES, DETENTION PONDS, OPEN SPACE, AND OTHER COMMON AREAS SHOWN ON SAID PLAT AS PRIVATE, TO BE HELD IN TRUST FOR THE USES AND PURPOSES INTENDED THEREFORE.

SIGNED AND SEALED BY:

TONY KENNON, MAYOR
CITY OF ORANGE BEACH

DATE _____

NOTARY PUBLIC

STATE OF _____
COUNTY OF _____

I, _____, A NOTARY PUBLIC, IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT _____, WHOSE NAME AS OWNER SIGNED TO THE FOREGOING INSTRUMENT AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF THE INSTRUMENT, HE, AS SUCH OFFICER AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE FOR AND AS THE ACT OF SAID COMPANY.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY THE BALDWIN COUNTY ELECTRIC MEMBERSHIP CORPORATION

THE UNDERSIGNED, AS AUTHORIZED BY THE BALDWIN COUNTY ELECTRIC MEMBERSHIP CORPORATION, HEREBY ACCEPTS THE ELECTRICAL SERVICE AS INSTALLED AND APPROVES SAID PLAT FOR THE RECORDING OF SAME IN THE OFFICE OF THE PROBATE JUDGE, BALDWIN COUNTY, ALABAMA.

SIGNED THIS _____ DAY OF _____, 2023.

(SIGNATURE OF EMC REPRESENTATIVE) _____

CERTIFICATE OF APPROVAL BY THE ORANGE BEACH WATER RECLAMATION FACILITY

THE UNDERSIGNED, AS AUTHORIZED BY THE ORANGE BEACH WATER RECLAMATION FACILITY, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE OFFICE OF THE PROBATE JUDGE, BALDWIN COUNTY, ALABAMA.

SIGNED THIS _____ DAY OF _____, 2023.

(AUTHORIZED SIGNATURE) _____

CERTIFICATE OF APPROVAL BY THE ORANGE BEACH PLANNING COMMISSION

THE WITHIN PLAT OF _____, BALDWIN COUNTY, ALABAMA, IS HEREBY APPROVED BY THE PLANNING COMMISSION OF THE CITY OF ORANGE BEACH, ALABAMA, THIS _____ DAY OF _____, 2023.

CHAIRMAN: _____

CERTIFICATE OF APPROVAL BY CLARKE-MOBILE GAS DISTRICT

THE UNDERSIGNED, AS AUTHORIZED BY THE CLARKE-MOBILE GAS DISTRICT, HEREBY ACCEPTS THE NATURAL GAS SERVICE AS INSTALLED AND APPROVES SAID PLAT FOR THE RECORDING OF SAME IN THE OFFICE OF THE PROBATE JUDGE, BALDWIN COUNTY, ALABAMA.

SIGNED THIS _____ DAY OF _____, 2023.

(SIGNATURE OF CLARKE-MOBILE GAS DISTRICT REPRESENTATIVE) _____

CERTIFICATE OF APPROVAL BY THE ORANGE BEACH WATER, SEWER AND FIRE PROTECTION AUTHORITY

THE UNDERSIGNED, AS AUTHORIZED BY THE ORANGE BEACH WATER, SEWER AND FIRE PROTECTION AUTHORITY, HEREBY ACCEPTS THE POTABLE WATER DISTRIBUTION SYSTEM AS INSTALLED AND APPROVES SAID PLAT FOR THE RECORDING OF SAME IN THE OFFICE OF THE PROBATE JUDGE, BALDWIN COUNTY, ALABAMA.

SIGNED THIS _____ DAY OF _____, 2023.

(SIGNATURE OF ORWSFPA REPRESENTATIVE) _____

SURVEYOR'S CERTIFICATE AND DESCRIPTION OF LAND PLATTED

DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 9 SOUTH, RANGE 5 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN N89°40'03"E, 3249.00 FEET TO A POINT; THENCE RUN S00°19'57", 1306.00 FEET TO A POINT; THENCE RUN N72°10'03"E, 1770.00 FEET TO A POINT; THENCE RUN S00°20'30"W, 328.60 FEET TO THE POINT OF BEGINNING; THENCE RUN S89°47'09"E, 190.30 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF WALKER AVENUE; THENCE RUN S00°28'05"W, ALONG SAID WEST RIGHT-OF-WAY LINE, 815.11 FEET TO A POINT ON THE NORTH MARGIN OF TERRY COVE; THENCE RUN NORTHWESTERLY ALONG SAID NORTH MARGIN OF TERRY COVE, 197 FEET MORE OR LESS TO A POINT THAT IS N79°12'35"W, 192.05 FEET FROM THE LAST POINT OF CALL; THENCE RUN N00°20'03"E, LEAVING SAID NORTH MARGIN OF TERRY COVE, 778.85 FEET TO THE POINT OF BEGINNING, CONTAINING 3.51 ACRES± AND LYING IN GRANT SECTION 12, TOWNSHIP 9 SOUTH, RANGE 5 EAST, BALDWIN COUNTY, ALABAMA.

I HEREBY CERTIFY:

a) THAT THE PLAT OR MAP CONTAINED HEREON IS A TRUE AND CORRECT MAP SHOWING THE SUBDIVISION INTO WHICH THE PROPERTY ABOVE DESCRIBED IS DIVIDED, GIVING:

1) THE LENGTH AND BEARINGS OF THE BOUNDARIES OF EACH LOT AND EASEMENT AND ITS NUMBER;

2) SHOWING THE ROADWAYS, ALLEYS, AND PUBLIC GROUNDS AND GIVING THE BOUNDARIES, LENGTH, WIDTH, AND NAME OF STREETS.

3) SHOWING THE RELATION OF THE LAND SO PLATTED TO THE GOVERNMENT SURVEY, AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT POINTS MARKED AND HEREON SHOWN.

b) THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

ERICIL E. GODWIN, PLS
ALABAMA LICENSE NUMBER 26621

DATE

02/27/23

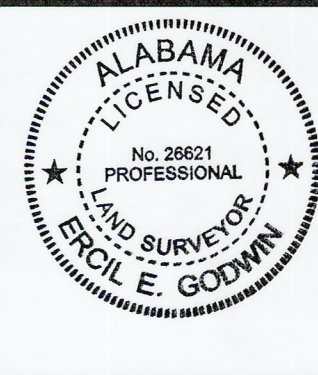
LEGEND

- C.R.F.
- O.T.I.F.
- D.C.I.F.
- C.R.S.
- AC AIR CONDITIONER
- EB ELECTRIC BOX
- GB GAS REGULATOR
- WM WATER METER
- CTV CATV PEDESTAL
- SETBACK LINE
- PROPERTY LINE

NUMBER:	REVISION:	DATE:

Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30673 Sgt. E. L. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

FINAL PLAT
WALKER AVENUE DIVISION
CITY OF ORANGE BEACH



SCALE:	1" = 40'
DATE:	FEBRUARY 1, 2023
DRAWN BY:	HL
CHECKED BY:	
SHEET:	1 OF 1

COVENANT OF PURPOSE, USE AND OWNERSHIP

THIS COVENANT OF PURPOSE, USE AND OWNERSHIP dated this XXth day of Month, 2022 (hereinafter referred to as the “Covenant”), by and between **Auburn University**, whose address is **Insert Address** (hereinafter with its successors and assigns called “Subrecipient”); and the **Gulf Coast Ecosystem Restoration Council**, whose address is 500 Poydras Street, Ste. 1117, New Orleans, LA 70130 (hereinafter with successors and assigns called “RESTORE Council”).

RECITALS

WHEREAS, the **State of Alabama Department of Conservation and Natural Resources** (hereinafter “ADCNR”) (hereinafter called “Recipient”) submitted an application, to The RESTORE Council for financial assistance under the Spill Impact Component Activities of the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (“RESTORE Act”), Pub. L. No. 112-4-141, 126 Stat. 588 (2012) (hereinafter the “Act”);

WHEREAS, by offer of Award, dated May 13, 2022, and amended <insert date>, the RESTORE Council offered to Recipient a financial assistance award in the amount of \$9,270,000.00 (hereinafter called “Award Amount”), **100%** of the project cost for the **State Expenditure Plan #4: Auburn University Gulf Coast Engineering Research Station** (hereinafter called “Project/Program”);

WHEREAS, said Project/Program included improving the real property described in Exhibit “A” attached hereto and incorporated herein (hereinafter with all improvements called “Property”);

WHEREAS, on May 13, 2022 and <insert date>, Recipient accepted the offer of award (hereinafter called “Award Agreement”) subject to terms and conditions, pursuant to which Recipient covenanted and agreed to comply with the requirements of 31 C.F.R. 34, 2 C.F.R. 200, and with RESTORE Council’s RESTORE Act Standard Terms & Conditions, as applicable;

WHEREAS, on July 6, 2022, and amended <insert date>, Subrecipient accepted from the Recipient the offer of a subaward in the amount of \$9,009,631.00 through Subaward Agreement No. S1P04-AUGC (hereinafter called Subaward Agreement), for 100% of the project cost for the Project; subject to terms and conditions, pursuant to which Subrecipient covenanted and agreed to comply with the requirements of 31 C.F.R. 34, 2 C.F.R. 200, and with RESTORE Council’s RESTORE Act Standard Terms & Conditions, as applicable;

WHEREAS, the subrecipient has entered into a lease agreement with the City of Orange Beach, Alabama, as owner of the real property described in Exhibit “A” for a minimum of twenty-five (25) years;

WHEREAS, the owner of all or part of the real property described in Exhibit “A,” attached hereto, agreed to record this Covenant in the appropriate office for the recording of public records affecting real property in the jurisdiction where the Property is located so as to constitute notice to all persons of any and all restrictions on title to and use of the Project and all or part of the real property described in Exhibit “A;” and

WHEREAS, the Baldwin County Probate Judge's Office, located at 201 E. Section Ave, Foley, AL 36535 is the proper office to record this Covenant.

NOW THEREFORE, in consideration of financial assistance rendered and/or to be rendered by The RESTORE Council through the Recipient and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and to assure that the benefits of the Project will accrue to the public and be used as intended by both The RESTORE Council and by the Subrecipient, Subrecipient hereby covenants and agrees as follows:

1. The estimated useful life of the Project is twenty-five (25) years from the date of project completion for the Project (hereinafter referred to as the "Estimated Useful Life"), a copy of which will be provided by the Subrecipient to the RESTORE Council. During the Estimated Useful Life of the Project, the Subrecipient holds its interest in the Property in trust to carry out the public purposes of the federal award.
2. Subrecipient agrees that, for the Estimated Useful Life of the Project, the Subrecipient will not sell, transfer, assign, donate, dispose or in any other manner encumber the Property, or use the Property in a manner inconsistent with the Project Purposes or requirements of the RESTORE Act without prior written approval from the Executive Director, Gulf Coast Ecosystem Restoration Council (or any successor agency). Further, the subrecipient agrees that, for the Estimated Useful of the Project, the Subrecipient will not take any action that would prevent or hinder the Project Property from being used for award purposes for thirty (30) consecutive days without the prior written approval of the Executive Director, Gulf Coast Ecosystem Restoration Council (or any successor agency). However, such approval may be withheld until such time as Owner first pays to The RESTORE Council the Federal Interest in the Property. The Federal Interest is that percentage of the current fair market value of the Property attributable to the RESTORE Council participation in the Project. The Federal share excludes that value of the Property attributable to acquisition or improvements before or after the RESTORE Council's participation in the Project and not included in Project costs. As of the date of this Covenant, it is hereby agreed that the RESTORE Council's percentage participation in the Project is One Hundred Percent (100%).
3. Subrecipient agrees that during the Estimated Useful Life of the Project, the Subrecipient will compensate the RESTORE Council for the Federal Interest in the Property in the event the Property is used in a manner inconsistent with the Project Purposes or requirements of the RESTORE Act, or if the Property is sold, leased, transferred, conveyed, assigned or otherwise encumbered without the prior written approval of the RESTORE Council.
4. Subrecipient further agrees that, as a condition to accepting the disbursement of any portion of the Award Amount from the RESTORE Council through the Recipient, Subrecipient shall execute and place on record against the Property this Covenant and shall provide the RESTORE Council and Recipient with evidence of such recordation. The RESTORE Council will in its sole discretion determine whether this Covenant is satisfactory and may require an opinion of counsel for the Subrecipient that the Covenant is valid and enforceable according to its terms, that there is no lien or other encumbrance superior to the Covenant, and that the Covenant has been properly recorded.
5. Subrecipient further agrees that whenever the Property is sold, leased, or otherwise conveyed, Subrecipient shall add to the instrument of conveyance, pursuant to 2 C.F.R. §200.316, a

covenant of purpose, use and ownership to document the federal interest in the property. The RESTORE Council will, in its sole discretion, determine whether such covenant is satisfactory. In connection with any such transfer, the RESTORE Council may require an opinion of counsel that the covenant is valid and enforceable according to its terms and has been properly recorded.

6. The Subrecipient understands and agrees that the federal interest in the property cannot be subordinated, diminished, nullified, or released by any encumbrance of the property, or any other conveyance or action taken by the Subrecipient without prior written permission from the Executive Director, RESTORE Council.
7. The Subrecipient understands the Property may not be used in violation of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 20004), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which laws prohibit discrimination on the basis of race, religion, national origin, or disability. These conditions are in accordance with the statutory provisions set forth in the Act, 2 C.F.R. §200, the Notice of Funding Availability for Spill Impact Component Project Grants published by the RESTORE Council, and other terms and conditions of the grant award.
8. It is stipulated and agreed that the terms hereof constitute a reasonable restraint on alienation of use, control, and possession of or title to the Property given the Federal Interest expressed herein.
9. This Covenant shall run with the land.
10. This Covenant shall be construed in a manner consistent with the terms and conditions of the Award and Subaward Agreements and applicable regulations; provided, however, that if there is a conflict, the terms and conditions of the Award and Subaward Agreements shall control.

IN WITNESS WHEREOF, a duly authorized officer of the Subrecipient has hereunto set his or her hand as of the day and year first above. A completed duly recorded copy of this Covenant shall be forwarded to the RESTORE Council.

SUBRECIPIENT: _____

By: _____

Print Name: _____

Title: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of ____, 2022, within my jurisdiction, the within named _____, who acknowledged to me that (he/she), has been granted the authority to execute the above and foregoing instrument by and through Auburn University.

DRAFT

EXHIBIT A
Legal Description of Property and Map

DRAFT



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 18, 2024**

Departments: City Clerk

Description of Topic: Resolution amending the Fiscal Year 2024 Budget to reallocate funds. (FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 07-02-24 24-xxx Amend FY2024 Budget
2. 2024 Budget Amendment

RESOLUTION NO. 24-xxx

**A RESOLUTION AMENDING THE
FISCAL YEAR 2024 BUDGET TO REALLOCATE FUNDS**

FINDINGS:

1. On December 5, 2023, City Council adopted Resolution No. 23-225 to approve the Fiscal Year 2024 Budget.
2. Some city projects have changed in scope while others have been postponed.
3. The City Administrator/Finance Director has submitted a budget amendment to include expenses previously discussed with Mayor and Council but not included in the formally adopted FY2024 Budget as summarized:
 - a. Increase Citywide Operating Expenses in the amount of \$1,293,960.
 - b. Reduce Citywide Capital Projects in the amount of \$6,416,000.
 - c. Increase School Capital Project in the amount of \$30,000,000.
4. Orange Beach City Council has determined that reallocating the budgeted funds 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 budget amendment for the City of Orange Beach for Fiscal Year 2024 (attached Exhibit A) is approved and adopted by the City Council; and
2. That this Resolution shall become effective immediately upon adoption.

ADOPTED THIS 2nd DAY OF JULY, 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 July 2, 2023.

City Clerk

2024 Budget Amendment				
		Original Budget	Amended Budget	Difference
001-001-507	Admin Cameras	138,000	208,000	70,000
001-001-610	Insurance Pty/Liab	875,000	1,255,000	380,000
001-001-612	Professional Fees	1,090,700	1,156,700	66,000
001-030-507	Survey Equipment	48,500	120,500	72,000
001-100-507	Small Equipment	379,936	424,936	44,560
001-175-507	Small Equipment	450,000	482,000	32,000
001-175-540	Uniforms	70,000	91,000	21,000
001-175-616	Building Maintenance	170,000	320,000	150,000
001-301-507	Sportsplex Small Equipment	111,040	199,040	88,000
001-301-612	Professional Fees	124,000	144,000	20,000
001-302-507	Aquatics Center Small Equipment	14,000	62,000	48,000
001-303-507	Golf Center Small Equipment	10,000	68,000	58,000
001-303-616	Golf Center Building Repair	60,000	100,000	40,000
001-304-507	Sr Center Small Equipment	4,600	30,000	25,400
001-325-507	Small Equipment	138,000	254,000	116,000
001-325-616	Outdoor Shade Structure	24,500	59,500	35,000
001-350-402	Overtime	8,000	35,000	27,000
001-350-507	Small Equipment	76,000	96,000	20,000
001-350-605	Communications	5,000	8,000	3,000
001-375-612	Professional Fees	36,500	41,500	5,000
001-375-636	Production Cost	135,000	108,000	(27,000)
	Total Operating Changes	3,968,776	5,263,176	1,293,960
001-601-737	City Wide Renovations	750,000	375,000	(375,000)
001-607-730	Fire Capital	800,000	50,000	(750,000)
001-608-754	Powerline Road	3,000,000	50,000	(2,950,000)
001-609-721	Sportsplex	1,824,950	4,324,950	2,500,000
001-609-722	Pool	500,000	250,000	(250,000)
001-609-728	Golf Course	100,000	0	(100,000)
001-609-754	Art Capital	450,000	120,000	(330,000)
001-611-752	Coastal Facilities	100,000	40,000	(60,000)
001-614-732	Sea Turtle (Restore)	870,000	500,000	(370,000)
001-614-734	Shooting Range	1,140,000	610,000	(530,000)
001-614-736	Rosemary Dunes Cabins	550,000	275,000	(275,000)
001-614-738	Waterfront Shoreline Project	370,000	70,000	(300,000)

001-614-739	AL Point Fish Park (FEMA)	200,000	60,000	(140,000)
001-614-740	NFWF Marine Debris	183,980	33,980	(150,000)
001-614-742	ADEM 319 Grant	854,000	500,000	(354,000)
001-615-703	Canal Road	4,000,000	2,000,000	(2,000,000)
001-615-704	AL Point Fish Park (Phase 3)	240,000	100,000	(140,000)
404-677-730	Sewer Capital Equipment	252,000	364,000	112,000
430-682-507	Camera System	20,000	66,000	46,000
	Captial Adjustments	16,204,930	9,788,930	(6,416,000)
001-601-732	School Capital	0	30,000,000	30,000,000



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 18, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Passenger Shuttle for the Coastal Resources Department through a General Services Administration contract from Gator Moto Utility Vehicles and More, LLC, dba Moto Electric Vehicles, in the amount of \$26,516.17. (TT)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 07-02-24 24-xxx Authorize Purchase Passenger Shuttle Coastal Resources GSA
2. 2024.06.07 Quote - Coastal Resources - Moto Electric Vehicles 15 Passenger Shuttle

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
PASSENGER SHUTTLE FOR THE COASTAL RESOURCES DEPARTMENT
THROUGH A GENERAL SERVICES ADMINISTRATION CONTRACT FROM
GATOR MOTO UTILITY VEHICLES AND MORE, LLC
(DBA MOTO ELECTRIC VEHICLES)
IN THE AMOUNT OF \$26,516.17**

FINDINGS:

1. Alabama Code §41-16-51(17) authorizes the purchase of goods or services, other than wireless communication services, from vendors that have been awarded a current and valid Government Services Administration (GSA) contract.
2. Gator Moto Utility Vehicles and More, LLC, doing business as Moto Electric Vehicles, holds GSA Contract #GS-03F-038CA.
3. The Coastal Resources Operations Manager has submitted a quote from Gator Moto Utility Vehicles and More, LLC, doing business as Moto Electric Vehicles, for a 15-passenger shuttle.

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of a MotoEV Electro Transit Buddy 15 Passenger Shuttle through a General Services Administration contract from Gator Moto Utility Vehicles and More, LLC, doing business as Moto Electric Vehicles, in the amount of \$26,516.17;
2. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 2nd DAY OF JULY, 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 July 2, 2024.

City Clerk



PROPOSAL 06/07/2024

Proposal Submitted To:

COMPANY: City of Orange Beach
ADDRESS: NA
CITY, STATE, ZIP: Orange Beach AL 36561
CONTACT: Tim Tabb
PHONE: (251) 747-0650
EMAIL: ttabb@orangebeachal.gov
DATE: June 07, 2024

Brett Jackrel
Moto Electric Vehicles
58 West 9th Street Atlantic Beach, FL 32233
Phone: (904) 247-1818 Fax: (904) 247-2229
Toll Free: 1-855-339-8333
Bjackrel@motoelectricvehicles.com



MotoEV Electro Transit Buddy 15 Passenger Shuttle

Engine: 5KW (6.7 Hp)

Floor Plan: 15 People

Color: WHITE

DOT AS-1 Certified Windshield ; Automatic Windshield Wiper; Stereo (AM/FM/CD/AUX) w/
Surround Sound; Internal PA System; On Board Smart Charging System; Curtis Programmable Sepex
Controller on most models; Light Package (Head Lights, Tail Lights, Brake Lights, Turn Signals);

Horn; Deluxe Digital Dashboard; Speedometer; Battery Capacity Meter; Dual Quick Charge System; Grab Handle Bar Kit Included; High Back
Bench Seating; Reverse Bench Seat Included (15P); Side and Rear View Mirrors; Parking Brake; Wood Grain Steering Wheel; Aluminum Rust
Protected Rims;

Model: MotoEV Electro Transit Buddy 15 Passenger Shuttle, Productcode: ETB-15P, Capacity: 15 People, Dimensions: 16.4' L X 4.88' W X 6.72'
H, Weight: 3,200 lbs., Speed: Up to 25 MPH, Range: Up to 50 miles (full capacity), Climb: 20% grade (full capacity), Motor: 5KW (6.7 Hp),
Turnradius: 18 FT, Maxload: 3,000 Lbs, Clearance: 7, Batteries: QTY 12- Trojan 105 or US2200, Charger: Eagle On Board, Brakes: Rear & Front
Hydraulic Brakes w/ Rear Mechanical Parking Brake, Suspension: Independent/ Rear Steel Plate Suspension, Drive: Rear Wheel Drive, Body: Steel
Framework + Fiberglass, Roof: Fiberglass Painted to Match Vehicle, Floor: Non- Slip Plastic, Windshield: AS1 DOT Approved, Warranty: * 3
Year Limited Standard Warranty Included On This Unit!

GSA CONTRACT # | GS-03F-038CA- FOR EMERGENCY USE

We hereby propose to furnish labor and material complete in accordance with the above specifications, for the amount "Total" listed hereon. All
products come with a full parts warranty - no labor. Warranty Includes: 3 Years- On Board Charger | 2 Years- Curtis Controller | 18 Months- Lead
Acid Batteries / 4 Years- Lithium Batteries | 12 Months- General Cart Parts Warranty. (Full Details of Warranty Can Be Found on our Website at
this link: <https://motoev.com/limited-electrical-warranty>) Payments as follows: 50% Non-Refundable Deposit = \$13258.08; Balance of payment due
before pick up or shipment.

Final Payment via Bank Wiring of Funds (Please Request our Wire Details) or Official Bank Check (Send to: Moto Electric Vehicles | 58 West 9th
Street | Atlantic Beach FL 32233

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or
deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and
above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry necessary vehicle insurance.

"25% restock fee" No returns or exchanges for any reason. Moto Electric Vehicles is not responsible for any delays due to COVID-19 related
disruptions and/or Supply Chain Delays. All disputes that may arise will be resolved in Duval County, Florida.

Vehicle Price^ (Unit):	\$18,985.40
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ADDITIONAL FEATURES	PRICE
UPGRADED MOTOR [TRAC]	\$3,133.84
[T145S] UPGRADED BATTERY	\$2,896.93
SUBTOTAL VEHICLE PRICE	\$25,016.17
SUBTOTAL	\$25,016.17
SALE TAX	\$0.00
TITLE / REGISTRATION FEE	\$0.00
DOC FEE	\$0.00
DELIVERY FEE	\$1,500.00
TOTAL	\$26,516.17

NOTICE:

^Pricing includes other manufacturers rebates - subject to change.
Subject to Vehicle Availability
Non-FL End Users are Responsible for Sales Tax Where Applicable

Thank You For Your Order!

Acceptance of Proposal: Specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. The payment is outlined above. Upon notification of the completion/arrival of the vehicle, final payment must be made within 7 days to avoid an automatic \$25/day additional storage fee added to your bill.

Customer Authorized Signature: _____

Date Accepted: _____

Moto Electric Vehicles Authorized Signature: _____

Date Accepted: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 18, 2024**

Departments: Community Development

Description of Topic: Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0503-PUD-24, Abbey Road PUD. (Suggested date 7/16/2024) (GP)

Background/Description: Greg Kennedy, on behalf of Mitchell G. Lattof, Jr., requests approval of Preliminary and Final PUD to rezone 3.7 acres from Marine Resort (MR) to Planned Unit Development (PUD) for a single-family residential subdivision containing 33 lots. The property is located at the southwest corner of the intersection of Canal Road and Captain Trent Lane.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 18, 2024**

Departments: Community Development

Description of Topic: Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0604-PUDA-24, Springhill Suites PUD Modification, Buffer Screening & Roof Features. (Suggested date 7/16/2024) (GP)

Background/Description:

Orange Beach Hotel Investments LLC requests approval of a Minor Modification to the Springhill Suites Planned Unit Development (PUD) Master Plan to amend the buffer screening requirements along the north lot line and to amend the architectural roof features on the proposed hotel building. The property is located at 24241 Perdido Beach Boulevard.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None