



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

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

REGULAR CITY COUNCIL MEETING AGENDA

- I. **Call to Order**
- II. **Invocation**
- III. **Pledge of Allegiance**
- IV. **Roll Call**
- V. **Consideration of Agenda**
- VI. **Consideration of Previous Minutes**
 - 1. Regular Council Meeting 08/06/2024
 - 2. Committee of the Whole 08/06/2024
- VII. **Reports of Officers/Committees**
 - 1. Finance Director's Report
- VIII. **Auditing of Accounts**
 - 1. Vendor Checks
- IX. **Presentation(s)**
 - 1. Proclamation declaring September 2024 as Gynecologic Cancer Awareness Month.
- X. **Recognitions**
- XI. **Unfinished Business**
 - Miscellaneous
 - Resolutions
 - Ordinances

XII. New Business

Miscellaneous

1. Approval of a Restaurant Retail Liquor License Application by Pelican Grill, LLC, for Pelican Grill at 27267 Perdido Beach Boulevard, Suite 105.

Resolutions

1. Resolution appropriating funds to the Zoo Foundation, Inc., to sponsor the Alabama Gulf Coast Zoo in the amount of \$50,000 for FY2024.
2. Resolution appointing David Dichiara, Ryan Long, and Travis Shell to the Board of Adjustment.
3. Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide design services for a Pickleball Bathroom Building in an amount not to exceed \$14,000.
4. Resolution authorizing execution of a FY2023 Assistance to Firefighters Grant Award Agreement with the U.S. Department of Homeland Security for the purchase of portable radios for the Fire Department.
5. Resolution authorizing the purchase of a Greenhouse (materials only) for the Coastal Resources Department through Sourcewell from Atlas Greenhouse, LLC, in the amount of \$75,305.33.
6. Resolution authorizing execution of Change Order No. 1 for the Justice Center Roof and Fascia Replacement with The Green-Simmons Company, Inc., to increase design pressures in an amount not to exceed \$45,667.
7. Resolution authorizing the purchase of a Video Surveillance System for the Golf Center through State Bid from Vision Security Technologies, Inc., in the amount of \$30,889.08.
8. Resolution authorizing execution of an amendment to the grant award agreement with the National Audubon Society for the stewardship of Coastal Alabama beach nesting bird habitat.
9. Resolution authorizing the execution of a cooperative agreement with the Alabama Department of Environmental Management (ADEM) for the city to provide permitting, regulating, monitoring, and inspection services and be reimbursed in an amount not to exceed \$37,950.
10. Resolution authorizing execution of a professional services agreement with Thompson Engineering, Inc., for survey, modeling, design, and engineering services to complete the Orange Beach Stormwater Master Plan Project.
11. Resolution authorizing the purchase of In-Car Camera Systems for the Police Department through State Bid in the amount of \$44,560.
12. Resolution authorizing the execution of a use agreement with the Coastal Alabama Business Chamber for the 51st Annual National Shrimp Festival.

13. Resolution authorizing settlement in the case of Wireman, et al., v. The City of Orange Beach.

Public Hearings

1. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0801-CU-24, Keel Storage Phase 4 Addition.

Ordinances

1. First Reading - Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0801-CU-24, Keel Storage Phase 4 Addition.
2. First Reading - Ordinance authorizing the disposition of unneeded tracts of real estate by the City of Orange Beach, Alabama, described as PIN 273826 and PIN 313406 in the Baldwin County Revenue Commissioner's records.

XIII. Public Comments

XIV. Adjourn

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
AUGUST 6, 2024 – 5:00 P.M.
ORANGE BEACH EVENT CENTER**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 5:01 P.M.
- II. INVOCATION** Reverend Jim Kinder, Orange Beach United Methodist 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 (Silvers/Blalock) to approve the agenda as written. Vote unanimous in favor.

VI. CONSIDERATION OF PREVIOUS MINUTES

Regular Council Meeting 07/02/2024
Committee of the Whole 07/02/2024

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> | Property acquisition notice attached. |
| 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> | |

Mayor Kennon announced the City of Orange Beach's 40th anniversary of incorporation.

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

Ordinances

1. Second Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0503-PUD-24, Abbey Road PUD. **Motion made (Boyd/Johnson) to adopt the ordinance excluding the zoning deviations for roadway composition, sidewalks, and street lighting.** Roll call vote revealed: Silvers, abstain; Johnson, aye; Mitchell, nay; Blalock, nay; Boyd, nay; Kennon, aye. **Motion failed. (2-3-1).**
2. Second Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0604-PUDA-24, Springhill Suites PUD Modification, Buffer Screening & Roof Features. **Motion made (Johnson/Boyd) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**

XII. NEW BUSINESS

Resolutions

1. Resolution authorizing execution of an extension of a cooperative service agreement with the U.S. Department of Agriculture to supplement nuisance wildlife control services. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution authorizing the purchase of a Mini Excavator for the Utilities Department through Sourcewell from Parish Tractor Company, LLC, in the amount of \$53,664.80. **Motion made (Blalock/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution authorizing the purchase of Four Vehicles for the Police Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$203,984. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide design services for a Shooting Range Building in an amount not to exceed \$23,000. **Motion made (Blalock/Mitchell) to adopt the resolution.** Council discussed briefly. Vote unanimous in favor. **Motion passed.**
5. Resolution authorizing the execution of an amended automatic aid agreement with the City of Gulf Shores for fire response within the Alabama Gulf State Park. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution accepting the statement of work from Civic Plus for Civic Optimize for online process automation and digital services. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
7. Resolution authorizing the execution of a professional services agreement with AECOM for traffic engineering services. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

8. Resolution authorizing the execution of a task order with AECOM for a traffic signal warrant evaluation of SR-180 at Wharf Parkway in an amount not to exceed \$15,750. **Motion made (Boyd/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
9. Resolution authorizing execution of a grant award agreement with the Gulf Coast Resources Conservation and Development Council, Inc., for the Cotton Bayou and Terry Cove navigation aids project. **Motion made (Blalock/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
10. Resolution authorizing execution of an acknowledgment of assignment and assumption of professional services agreement from Olsen Associates, Inc., to Foth Infrastructure & Environment, LLC. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
11. Resolution authorizing execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical testing and engineering services for roadway improvements at Carleton Lane in an amount not to exceed \$2,750. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

Ordinances

1. First Reading – Ordinance amending Chapter 38, Article II of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Emergency Medical Treatment and Transport Services." No action taken. Ordinance will move to a second reading.

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: 5:10 P.M.

APPROVED this the 3rd day of September, 2024.

Renee Eberly
City Clerk

PROPERTY ACQUISITION NOTICE PER ALA. CODE §9-15-100

Pursuant to Alabama Code §9-15-100, the City of Orange Beach hereby gives notice of purchase of real property located at 27127 Canal Road, Orange Beach, Alabama 36561 identified in the Baldwin County tax records as parcel 05-23-02-09-4-401-004.000, PPIN 8228 for a purchase price of Two Million Dollars (\$2,000,000.00) paid from the Orange Beach General Fund. Closing on this property was finalized on July 25, 2024. A formal appraisal was performed by Advanced Appraisals Weldon Payne & Co. on January 12, 2024, assigning a total market value of \$2,300,000.00 to the property. Attached to this notice is a copy of the Purchase Agreement pertaining to the property. The Mayor was authorized to execute these documents on behalf of the City by Resolution No. 24-050 which was passed by vote of the City Council at its regularly held meeting on February 20, 2024.

RESOLUTION NO. 24-050

**A RESOLUTION AUTHORIZING THE PURCHASE OF
REAL PROPERTY FROM MICHAEL A. CONTORNO AND JOAN M. CONTORNO
LOCATED AT 27127 CANAL ROAD
AND AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE
DOCUMENTS AS MAY BE REQUIRED TO ENTER AND FINALIZE THE PURCHASE**

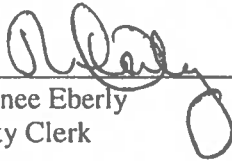
FINDINGS:

1. The City desires to purchase a certain tract of real property located at 27127 Canal Road, Orange Beach, Alabama 36561. The property adjoins property owned by the City of Orange Beach and utilized as recreational facilities.
2. Michael A. Contorno and Joan M. Contorno (collectively, "Sellers") are the owners of the above referenced property, further identified by the Baldwin County tax records as parcel 05-23-02-09-4-401-004.00, PPIN 8228 (the "Property").
3. An appraisal of the property was performed by Advanced Appraisals Weldon Payne & Co. which estimated the assigned market value of the property to be Two Million Three Hundred Thousand Dollars (\$2,300,000.00).
4. The Sellers have expressed an interest in selling the Property to the City for a purchase price of Two Million Dollars (\$2,000,000.00).
5. The Council has determined that it is in the best interest of the City and its residents to acquire the Property.

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 negotiate, enter into and execute a Real Estate Purchase Agreement for the purchase price set forth above, and on such other terms and conditions as he shall determine advisable in substantially the form attached hereto as Exhibit A subject to approval by the City Attorney, which approval shall be evidenced by his executing the said Real Estate Purchase Agreement;
2. That the Mayor is hereby authorized, in the name and on behalf of the City, to negotiate, enter into, execute, acknowledge and deliver said Real Estate Purchase Agreement, and the City Clerk is hereby authorized to affix to the Real Estate Purchase Agreement the seal of the City and to attest the same;
3. That the Mayor and City Clerk are hereby authorized to execute, deliver, seal and attest such other agreements, undertakings, documents, closing statements, affidavits and certificates, and to take such other actions on behalf of the City as may be necessary or desirable to finalize the purchase of the property described herein and to carry out the transactions contemplated by this Resolution and the above-referenced Real Estate Purchase Agreement; and
4. That this Resolution shall become effective upon its adoption.

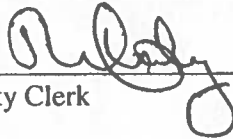
ADOPTED THIS 20th DAY OF FEBRUARY, 2024.



Renee Eberly
City Clerk

CERTIFICATE

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. 24-050, which was duly and legally adopted at a regular meeting of the City Council on February 20, 2024.



City Clerk



REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE ^{March} ~~PURCHASE~~ AGREEMENT (this "Agreement") is made and entered into effective as of ~~February 4~~, 2024 (the "Effective Date") by and among the **CITY OF ORANGE BEACH, ALABAMA**, an Alabama municipal corporation ("Buyer"), and **MICHAEL A. CONTORNO** and **JOAN M. CONTORNO** (collectively, "Sellers").

In consideration of a non-refundable payment of Ten Dollars (\$10.00) paid by Buyer to Sellers, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the agreements herein contained, Sellers and Buyer hereby agree as follows:

1. **AGREEMENT TO SELL AND PURCHASE.** Sellers hereby agree to sell and convey that certain tract of real property located at 27123 Canal Road, Orange Beach, Alabama, identified by the Baldwin County tax records as parcel 65-02-12-0-000-048.001 PPIN 8228 and parcel 65-02-12-0-000-049.000 PPIN 44275 (collectively constituting approximately 9.4 to 9.7 acres), including all structures, buildings, improvements and fixtures located thereon, together with all rights, privileges, minerals, easements and appurtenances pertaining thereto (all the foregoing, collectively, the "Property"), and Buyer hereby agrees to purchase and accept the Property from Sellers, under the terms and conditions of this Agreement. The legal description will be verified by title work and survey.
2. **PURCHASE PRICE.** The purchase price for the Property shall be \$2,000,000.00 (the "Purchase Price").
3. **BUYER'S DUE DILIGENCE.** The period commencing as of the Effective Date and expiring at 5:00 P.M. on the date forty-five (45) days thereafter is referred to herein as the "Due Diligence Period". Sellers hereby grant to Buyer and its agents and contractors a license from the Effective Date through the earlier of the termination of this Agreement or Closing to fully inspect the Property and make such inspections, tests, reports and investigations of the Property (including, without limitation, a Phase I and Phase II Environmental Assessments, an appraisal, a survey, a wood infestation report, a wetlands delineation and an engineering report) and such examinations of the books, records, contracts, agreements and other instruments of Sellers relating to the Property and conduct such physical inspections and soil borings and other tests and examinations as Buyer may deem appropriate or desirable.
4. **TITLE AND SURVEY MATTERS.** Buyer will order a title commitment for the Property (the "Commitment") from a title company selected by Buyer (the "Title Company"). Buyer, at Buyer's expense, may obtain a survey of the Property (the "Survey"). Any matters of public record which are disclosed on Schedule B-II of the Commitment (other than liens and encumbrances which secure the payment of indebtedness or assessments, or are otherwise dischargeable by payment of money) are referred to as "Permitted Exceptions".
5. **SELLERS' REPRESENTATIONS AND WARRANTIES.** As a material inducement to Buyer's execution and performance of this Agreement, Sellers make the following representations and warranties, all of which are true and complete in all material respects as of the date of this Agreement, and shall survive the Closing and delivery of the deed:

(a) Judicial Actions. Neither Sellers nor the Property are the subject of any suits, judgments, bankruptcies, actions or proceedings pending, or to Sellers' knowledge, threatened or contemplated, affecting any portion of the Property or its present use and operation.

(b) Notice of Violation. Sellers have not violated any ordinance, regulation, law or statute of any governmental body or agency pertaining to the Property or any part thereof.

(c) Public Proceedings. Sellers have no notice of any actions or proceedings pending for the condemnation of any part of the Property, or of any adjacent property, or for any acquisition in lieu thereof or of any pending public improvements or assessments relating to the Property or to any adjacent property.

(d) Leases. There are no parties in possession of, or with any right of possession to, the Property, except for Sellers.

(e) Utility Availability. All appropriate and necessary utilities, including, without limitation, water, sanitary sewer, electricity, gas, telephone and cable television, are available at or adjacent to the Property.

(f) Contracts. There are no contracts or agreements affecting the Property which are not terminable at-will by the Sellers (including, without limitation, any management, leasing, timber, service, supply and maintenance contracts relating to the Property).

(g) No Changes. No improvements have been added or removed to the Property within the past six (6) months, and no action has been taken which would affect the boundary line of the Property.

(h) Environmental. Sellers (i) have not received written notice from any governmental authority alleging a violation of any Environmental Laws that are applicable to the Property, (ii) have complied in all material respects with all Environmental Laws that are applicable to the Property, and have obtained and have been in compliance in all material respects with all required governmental environmental permits with respect to the Property, and (iii) have neither caused or permitted unauthorized storage, treatment, discharge or disposal of Hazardous Materials on the Property, except in compliance in all material respects with applicable Environmental Laws. "Environmental Laws" means any federal, state or local statute, ordinance, rule or regulation relating to the existence, cleanup, removal and/or remedy of contamination on property, the protection of the environment from spilled, emitted, discharged, discarded, deposited or emplaced Hazardous Materials, the generation, use, transport, storage, handling, disposal, removal or recovery of Hazardous Materials, and the exposure to hazardous, toxic, or other substances determined by law to be harmful, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended ("CERCLA"), The Toxic Substances Control Act, The Clean Air Act, and the Resource, Conservation and Recovery Act of 1976; and the term "Hazardous Material" means any "hazardous substance," as defined by §101(14) of CERCLA.

(i) Other Matters. Sellers have no actual knowledge of any latent defect, sinkhole or other adverse circumstance or condition applicable to the Property which is not reasonably discoverable within the Due Diligence Period.

(j) Title. Sellers own fee simple title to the Property, and have the full right, power and authority to enter into this Agreement and to sell the Property on the terms and conditions hereof. No other party (other than Sellers) has any interest in the Property.

(k) Taxes. The Property is not taxed on a "current use" valuation, and is not subject to any "rollback" taxes.

6. AFFIRMATIVE COVENANTS OF SELLERS. Sellers hereby agree with Buyer to comply with the following covenants until Closing:

(a) Physical Condition. Sellers will maintain the Property in the same physical condition as presently exists. Sellers will not make any alterations, modifications or improvements to the Property.

(b) Contracts. Sellers will not enter into or modify any leases, contracts or agreements affecting the Property.

(c) Sellers' Cooperation. Sellers agree to cooperate with and support in all respects Buyer's efforts to obtain any and all approvals, consents, permits, subdivision, variances, rezonings and waivers from governmental authorities, utility providers and other landowners, or otherwise, as Buyer may determine to be necessary or appropriate for Buyer's acquisition, use and development of the Property.

(d) Material Change. Sellers will not apply for, consent to, or enter into any change in zoning, de-annexation, annexation, variance, or other contracts or agreements which affect the Property, without the prior written consent of Buyer.

(e) Insurance. Sellers will keep the property insured for the full replacement value thereof.

7. ADDITIONAL CONDITIONS. In addition to the conditions stated elsewhere in this Agreement, Buyer's obligations under this Agreement are contingent upon the following:

(a) Performance by Sellers. Sellers shall have performed in all material respects all of the covenants, agreements and conditions required to be performed, observed and complied with by Sellers under this Agreement prior to or as of the Closing.

(b) Sellers' Representations. All representations and warranties of Sellers shall be true, correct and complete in all material respects as of the Effective Date and as of the Closing.

(c) Claims and Proceedings. There shall be no pending, threatened, or contemplated claims, suits, judgments, actions or proceedings as of the Closing affecting any portion of the Property or its use and development as contemplated under this Agreement.

(d) Material Changes. There shall be no actual, proposed or threatened material change in any condition of or affecting the Property, including, without limitation, any damage or destruction to the Property.

(e) Council Approval. The City Council of the City shall have approved, ratified and affirmed this Agreement on or before February 20, 2024.

8. CLOSING. Unless this Agreement is earlier terminated under Section 14, the consummation of the sale of the Property (the "Closing") shall take place within ten (10) days of the expiration of the Due Diligence Period (such date, the "Closing Date"), as specified by Buyer. The Closing shall take place in escrow at the offices of the Title Company, or at such other place as may be mutually agreed upon by Buyer and Sellers. Either party shall be entitled to close on the Property by mail or overnight carrier and need not be physically present at Closing.

9. SELLERS' CLOSING OBLIGATIONS. At the Closing, Sellers shall execute, acknowledge and deliver to Buyer a general warranty deed in recordable form, conveying fee simple title to the Property, free and clear of any liens or encumbrances, subject only to the Permitted Exceptions. Additionally, Sellers shall execute, acknowledge and deliver owner's, lien waiver, broker, bankruptcy, judgment, foreign entity and tax lien affidavits, using the standard forms customarily employed by the Title Company, together with an affidavit under Section 1445 of the Internal Revenue Code. Sellers shall provide such documentation as may be necessary or appropriate to cause the Title Company to delete the "standard exceptions" and to otherwise carry out the spirit of this Agreement.

10. POSSESSION. Sellers shall deliver to Buyer possession of the Property at Closing, free from any claims of possession whatsoever.

11. BUYER'S CLOSING OBLIGATIONS. At the Closing, Buyer shall pay the Purchase Price in immediately available funds, either by check or wire transfer, subject to such credits, prorations and adjustments as are provided for under this Agreement.

12. PRORATIONS. Ad valorem taxes will be prorated as of 12:01 a.m. of the Closing Date with respect to the Property. If the taxes are not then ascertainable, the proration thereof shall be on the basis of the most recent ascertainable data, and later adjusted when it is ascertained, which obligation shall survive the Closing.

13. CLOSING COSTS. Buyer will pay the recording tax and fees on the deed. Buyer's attorney will prepare the deed. Sellers and Buyer shall share equally the costs of the settlement agent. Sellers will pay the cost of the title policy insuring fee simple title in the Property in the Buyer. Any and all liens and encumbrances existing at Closing which secure the payment of indebtedness or assessments, or are otherwise dischargeable by payment of money, shall be paid by Sellers at Closing.

14. RIGHT TO TERMINATE. Buyer shall have the right to terminate its obligations under this Agreement, in any one or more of the following events:

(a) in the event that Buyer notifies Sellers prior to expiration of the Due Diligence Period that Buyer elects to terminate the Agreement (it being understood that Buyer shall not be required to give any reason for such termination);

(b) in the event that Sellers breach in any material respect any of the covenants, representations or warranties on their part under this Agreement, and fail to cure the same within five (5) days after Buyer provides notice of such breach;

(c) in the event that prior to Closing, any portion of the Property shall be taken by eminent domain or any action shall be threatened or instituted for such taking, or if any of the Property shall be damaged or destroyed; provided, however, Buyer shall have the right to waive such condition and proceed to Closing, and take an assignment of the insurance or condemnation proceeds (as applicable) as compensation for such taking, damage or destruction, in which case, Sellers shall assign or pay such proceeds to Buyer at Closing; or

(d) in the event that any other condition or contingency to Buyer's obligations under this Agreement is not satisfied in any material respect as of the Closing Date.

15. REMEDIES.

(a) Buyer's Remedies. In the event of an uncured breach or default hereunder on the part of Sellers, Buyer may elect either (i) to terminate this Agreement, in which event, Sellers shall promptly reimburse Buyer its out-of-pocket expenses incurred in connection with the due diligence in connection with the transaction hereunder, up to \$5,000, and pay any title search or cancellation fees owed to the Title Company (which sums are agreed upon as liquidated damages, and not as a penalty, for the failure of Sellers to perform the duties, liabilities and obligations imposed upon them by the terms of this Agreement), or (ii) to seek specific performance of this Agreement. In the event that specific performance is unavailable for the type of claim asserted, Buyer shall have the right to pursue all claims available to Buyer at law or in equity.

(b) Sellers' Remedies. Sellers, as their sole remedy for any uncured breach by Buyer of any of Buyer's covenants or obligations hereunder, shall be entitled to be paid an amount of liquidated damages equal to \$5,000, and to require that Buyer pay any title search or cancellation fees owed to the Title Company. Such sums are agreed upon as liquidated damages, and not as a penalty, for the failure of Buyer to perform the duties, liabilities and obligations imposed upon it by the terms of this Agreement.

(c) Enforcement Costs. Should either party employ an attorney or attorneys in any action to enforce any of the provisions of this Agreement or to recover damages for the breach of this Agreement, then the non-prevailing party in any final judgment agrees to pay all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred by the prevailing party in connection therewith.

16. MISCELLANEOUS.

(a) Time for Performance. Time is of the essence with respect to every provision of this Agreement. If the date of Closing, the last day under any notice, or the last day to perform

any obligation hereunder falls on a Saturday, Sunday or legal holiday, then the time for performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

(b) Brokerage Commission. Buyer and Sellers each represent and warrant to the other that no real estate commission, broker's fee or other similar fee or commission is now or shall at any time be due with respect to this Agreement or the transactions contemplated hereunder.

(c) Further Assurances. The parties agree to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done and made, upon the written requests of the other party, any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirming or otherwise, as may be reasonably required to effect the purpose and intent of this Agreement.

(d) Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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IN WITNESS WHEREOF, each of the parties has executed or caused this Real Estate Purchase Agreement to be executed by its authorized representative as of the Effective Date.

SELLERS:

Michael A. Contorno
MICHAEL A. CONTORNO

Joan M. Contorno
JOAN M. CONTORNO

BUYER:

CITY OF ORANGE BEACH, ALABAMA

By: [Signature]
Tony Kennon
Its Mayor

Attest:

[Signature]
Renee Eberly
City Clerk

[SEAL]



**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
AUGUST 6, 2024 – 5:10 P.M.
ORANGE BEACH EVENT CENTER**

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

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. Resolution authorizing the execution of a performance contract with Brandy Reeves for tennis instruction services.
2. Resolution adopting a City of Orange Beach FY2025 Transportation Plan.
3. Resolution authorizing the purchase of a Video Surveillance System for the Sportsplex through State Bid from Vision Security Technologies Inc. in the amount of \$97,941.07.
4. Resolution authorizing execution of a performance agreement with Garner C. Tampary Memorial Foundation, Inc., for the "2nd Annual Merry Memories Tinsel Trail" event.
5. Resolution authorizing execution of a task order with Watermark Design Group, LLC, to provide design, bid, and construction administration services for restrooms at the Sportsplex in an amount not to exceed \$24,000.
6. Resolution reappointing Shawn Goe and Rusty Hart to the Fire Code Board of Appeals.
7. Resolution authorizing the execution of a task order with AECOM for a speed limit study along SR-182 in an amount not to exceed \$9,000.
8. Resolution reappointing Tony Kennon to the Gulf Shores and Orange Beach Tourism Board of Directors.
9. Resolution authorizing the execution of a service agreement with NxtSoft Cybersecurity Solutions, LLC, dab ThreatAdvice, for endpoint protection.
10. Resolution amending the fee schedule for emergency medical treatment and transport services.
11. Resolution adopting rental agreements and amending the fee schedule for the Coastal Arts Center.
12. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0801-CU-24, Keel Storage Phase 4 Addition. Public hearing set for September 3, 2024.

Public Comments:

None

There being no further business, the meeting adjourned.

Time: 5:15 P.M.

APPROVED this 3rd day of September, 2024.

Renee Eberly
City Clerk

2024 Budget vs. YTD Actual		001	010	020	030	100	110	120	175	200	210	300	301	302	303	304	325	350	375	410	
7/31/2024		ADMIN BUDGET	COURT BUDGET	FINANCE BUDGET	ENG/ENVIRO BUDGET	POLICE BUDGET	CORRECTIONS BUDGET	COMM. BUDGET	FIRE BUDGET	STREET BUDGET	LANDSCAPE BUDGET	PARKS BUDGET	SPORTS/PLEX BUDGET	AQUATICS BUDGET	GOLF CENTER BUDGET	SENIOR CENTER BUDGET	REC CTR BUDGET	EXPECT EX BUDGET	PERF. ARTS BUDGET	COASTAL BUDGET	Annual Budget
401 SALARIES	1,458,151	244,553	804,120	1,070,798	5,403,514	516,694	460,000	6,353,392	1,959,673	1,435,266	45,000	1,000	15,000	311,390	128,000	100,000	460,000	2,120,768	281,604	1,605,722	25,173,324
402 OVERTIME	6,000	19,000	1,000		454,250	60,000	68,000		340,000	50,000				1,200	1,000	1,000	2,000	35,000	15,000	10,000	1,109,450
																					-
460 RETIREMENT	71,000	17,000	53,970	63,000	353,000	36,000	27,650	390,000	132,500	93,700	-	-	21,000	7,500	6,500	7,000	25,621	50,400	12,500	81,000	1,449,341
470 FICA	101,000	20,000	59,058	80,000	408,000	44,000	39,245	482,500	147,722	104,684	-	-	30,000	20,000	9,500	7,600	32,767	152,312	20,000	123,000	1,881,388
480 INSURANCE/HEALTH	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
490 SUTA	1,000	100	200	250	1,300	200	250	2,000	700	500	-	-	500	290	100	100	200	3,000	100	1,000	11,790
491 INSURANCE/WORK COMP	700,000																				700,000
507 EQUIPMENT/SMALL	208,000	1,000	82,500	120,500	424,936	11,000	35,000	482,000	33,000	50,000	1,000		199,400	62,000	68,000	30,000	254,000	96,000	65,000	125,000	2,347,976
510 GAS/OIL	10,000	200	3,000	12,000	300,000	1,800		100,000	120,000	76,000	-	-	3,800			600		4,000	1,000	82,500	714,900
513 SUPPLIES/ANITORIAL	2,000	4,500		2,000		4,000		12,000	33,000		300		3,000	2,000	1,000	1,000	28,500		1,000	10,000	104,300
																					-
516 SUPPLIES/OPERATING	40,000	8,000	16,000	40,500	127,000	64,000	3,500	135,000	123,750	135,235	1,000		279,500	28,000	30,000	7,500	35,000	58,000	30,000	95,000	1,256,985
540 UNIFORMS	2,400	800	500	4,000	110,000	12,000	9,500	91,000	11,330	8,910	150		2,800	3,200	10,000	200	2,000	5,000	500	9,200	274,490
605 COMMUNICATIONS	92,500	2,700	35,000	20,000	100,019	2,600	32,000	65,000	18,600	11,000	1,400		4,700	2,500	4,000	4,500	10,000	8,000	1,000	33,000	448,519
608 DUES/MEMBERSHIP/SUBS				2,700																	2,700
608 DUES/MEMBERSHIP/SUBS													1,555			100					100
608 DUES/MEMBERSHIP/SUBS																					1,555
608 DUES/MEMBERSHIP/SUBSCRIPT	17,000	3,000	500		8,250	800	3,000	5,000						-	200				5,050	3,275	46,075
610 INSURANCE/PTY&LIAB	1,255,000																				1,255,000
612 PROFESSIONAL FEES	1,156,700	141,000	170,000	150,000	498,561		45,000	61,190	318,690	60,000	100,000	800	144,000	5,000	22,000	9,360		28,000	41,500	75,000	3,026,801
612 PROFESSIONAL FEES																	80,000				80,000
614 RENTALS				200	42,385				30,000	10,000	3,000		10,000		1,200				4,000	20,000	120,785
616 RPR/MAINT PLANT/BLDG				3,000							45,000										48,000
616 RPR/MAINT PLANT/BLDGS	204,000	10,000	35,000		44,000		43,200		320,000	55,000		800	33,800	220,000	100,000	24,500	185,000	35,000	-	35,000	1,345,300
618 RPR/MAINT/EQUIPMENT									50,000												50,000
618 RPR/MAINT EQUIP					48,900															50,000	98,900
618 RPR/MAINT EQUIPMENT	12,000		500	4,000		3,000	6,000		136,000		300		70,800	7,000	2,000	1,000	30,000	1,250		45,000	383,850
620 RPR/MAINT GROUNDS				1,000	51,000				140,000		500		55,000	900	2,000	11,500				40,000	476,900
622 RPR/MAINT VEHICLES	11,000	1,000	500	13,500	180,000	3,000		150,000	66,000	22,000			5,500		800			10,000		28,500	491,800
630 TRAINING/TRAVEL	265,500	1,500	17,000	40,000	135,000	10,000	15,000	100,000	8,000	4,000			2,500	4,000	1,000	500	3,000	3,000	5,000	18,000	633,000
635 UTILITIES	35,000		18,000	40,000	70,000			75,000	260,000	3,420	3,000		80,000	75,000	20,000	8,000	160,000			69,000	916,420
636 PRODUCTION COST																			108,000		108,000
640 EMA																				130,000	130,000
640 MISCELLANEOUS	10,000				-																10,000
641 EMPLOYEE ADVISORY COMM	10,000																				10,000
645 AID TO OTHER GOVTS	9,123,500																				9,123,500
650 AUDUBON																				100,000	100,000
650 EXHIBITIONS & PROMOTIONS	140,000										1,000			10,000							151,000
652 STATE PARK EXPENSES												300			25,000					20,000	20,000
660 COST OF GOODS SOLD RETAIL																					25,300
661 SALES TAX PAID																					
TOTAL OPERATING	14,931,751	474,353	1,296,848	1,667,448	8,760,115	857,294	760,335	9,501,582	3,365,275	2,362,715	56,550		1,377,174	749,980	432,500	215,260	1,308,088	2,609,730	641,254	2,759,197	54,127,449
DEBT SERVICE (001-000-805)																					9,104,777
HEALTH INSURANCE (001-000-909)																					5,650,000
TOTAL																					68,882,226
Account		YTD	YTD	YTD	YTD	YTD	YTD	YTD	YTD	YTD	YTD	YTD	YTD	YTD	YTD	YTD	YTD	YTD	YTD	YTD	YTD Total
401 SALARIES	831,104	137,449	441,160	593,426	2,940,766	283,287	228,106	3,664,202	1,054,791	554,592	171,798		273,700	150,976	71,625	35,582	215,328	1,027,452	112,937	916,561	13,704,844
402 OVERTIME	1,692	11,136	-		298,312	37,955	57,729	214,101	13,278	3,158	2,059		4,119	611	177	14	1,474	6,573	2,906	5,350	660,645
																					-
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460 RETIREMENT	43,359	9,958	25,221	38,951	189,988	19,425	15,284	220,427	66,514	31,718	10,769		11,303	5,801	3,380	1,781	11,503	29,917	5,871	40,232	781,402
470 FICA	67,749	11,822	34,709	46,345	253,380	25,206	22,013	302,347	83,065	43,702	13,755		20,994	11,674	5,592	2,706	16,851	81,219	8,777	70,961	1,122,866
480 INSURANCE/HEALTH	125,256	11,453	44,837	88,973	463,023	66,734	60,422	585,595	241,838	116,995	27,268		16,791	7,535	4,019	44,782	76,608	23,296	150,891	2,176,771	
490 SUTA	369	65	160	240	1,299	206	179	1,888	650	437	200		142	179	70	-	169	1,337	57	854	667,809
491 INSURANCE/WORK COMP	667,809																				667,809
507 EQUIPMENT/SMALL	9,613	51	59,480	53,468	104,935	157	846	236,336	15,350	12,980	1,878		4,650	4,293	59,586	365	174,143	15,607	64,882	83,296	901,915
510 GAS/OIL	3,189	37	282	4,408	137,592	-		55,389	49,072	22,807	497		1,079					454	290	47,927	323,022
513 SUPPLIES/ANITORIAL	2,139	2,146		1,293		871		7,075	12,021	51			1,356		406	317	16,746		587	4,649	49,658
515 SUPPLIES/OFFICE	1,020			17																	1,037
516 SUPPLIES/OPERATING	14,761	3,593	8,978	17,988	38,769	2,930	634	74,376	45,874	43,479	891		193,870	12,185	4,803	2,434	15,207	30,638	8,504	50,859	570,772
540 UNIFORMS	750	-	-	1,224	29,296	4,173	502	44,018	4,548	2,518	-		903	1,306	-	-	1,834	4,017	488	1,792	97,367
605 COMMUNICATIONS	18,395	1,478	20,630	11,078	52,256	693	25,219	50,783	7,637	4,223	817		3,240	698	3,442	1,397	5,891	4,083	568	23,904	236,431
608 DUES/MEMBERSHIP/SUBS				1,790																	1,790
608 DUES/MEMBERSHIP/SUBS																					-
608 DUES/MEMBERSHIP/SUBS																					-
608 DUES/MEMBERSHIP/SUBSCRIPT	7,841	1,775	328		1,799	-	-	3,469					265						3,608	711	265
610 INSURANCE/PTY&LIAB	1,258,059													196	-						19,727
612 PROFESSIONAL FEES	764,218	67,884	110,418	41,359	142,602	6,792	5,275	167,651	12,861	47,711	1,820		67,225	1,872	7,433	3,090		12,266	18,927	17,566	1,496,971
612 PROFESSIONAL FEES																	47,317				47,317
614 RENTALS				170	6,722			8,942	7,230	150			5,279		600				2,293	5,779	37,164
616 RPR/MAINT PLANT/BLDG				1,665						577											2,242
61																					

650 AUDUBON																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
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MAJOR REVENUE SOURCES COMPARATIVE STATEMENT							8.30.24						
MONTH	SALES	LODGING 7%	LDG 3%	USE	RENTAL	AD VAL	ALCOHOL	GAS	FRANCHISE	TOBACCO	BUSI LIC	BLDG PER	TOTAL
2020													
JAN	571,480	372,718		114,136	18,951	1,393,361	18,124	4,749	1,127,034	3,188	1,065,682	61,823	4,751,246
FEB	588,333	614,364		103,600	14,613	128,401	22,252	6,347	44,901	6,347	1,150,091	195,059	2,874,308
MAR	647,965	942,630		104,999	13,607	50,189	28,234	7,663	15,005	3,141	252,677	81,287	2,147,397
APR	717,357	694,841		89,450	21,123	55,639	43,084	7,636	70,252	5,041	74,949	64,009	1,843,381
MAY	564,680	153,244		100,841	11,788	43,088	20,370	4,515	18,742	3,409	69,469	70,111	1,060,257
JUN	1,631,692	2,322,162		138,889	60,661	6,864	91,703	11,569	14,796	5,451	44,416	65,377	4,393,580
JUL	2,018,118	4,108,224		154,535	77,620	9,182	102,056	13,671	75,348	6,351	39,918	434,022	7,039,045
AUG	2,071,102	4,704,940		106,856	74,135	9,497	109,555	13,057	12,144	6,654	13,003	56,780	7,177,723
SEP	1,457,109	2,460,519		126,969	49,514	1,666	67,222	10,454	13,848	5,707	245,366	147,321	4,585,695
OCT	929,624	1,215,369		121,845	38,223	394,434	40,594	7,307	83,366	3,981	85,908	496,653	3,417,304
NOV	789,683	668,592		136,314	33,840	799,698	27,803	5,594	799	3,577	18,074	95,218	2,579,192
DEC	718,848	626,875		121,714	20,713	1,557,466	19,607	5,833	16,833	4,224	3,696	118,768	3,214,577
TOTAL	12,705,991	18,884,477		1,420,148	434,788	4,449,484	590,604	98,395	1,493,069	57,071	3,063,250	1,886,428	45,083,705
2021													
JAN	701,011	354,285		170,319	20,302	1,493,662	14,342	5,177	49,003	2,790	1,126,206	99,786	4,036,883
FEB	722,973	605,559		148,463	17,987	169,589	30,055	4,705	1,081,389	3,144	1,118,843	108,394	4,011,100
MAR	820,021	735,942		154,160	20,446	49,643	26,481	6,343	1,151	4,283	279,825	130,106	2,228,401
APR	1,542,193	2,035,632		195,577	42,811	45,897	56,428	8,345	96,690	5,128	121,780	119,470	4,269,951
MAY	1,634,724	2,234,603		198,219	52,855	26,671	59,642	8,034	23,269	5,168	47,422	77,973	4,368,580
JUN	1,987,736	3,124,179		179,072	60,348	9,478	82,081	10,976	13,857	5,633	57,001	167,955	5,698,316
JUL	2,473,610	5,247,714		208,959	87,490	11,028	99,646	11,798	95,835	6,164	43,770	57,484	8,343,498
AUG	2,763,335	6,349,681		164,521	94,035	10,381	109,873	13,350	16,080	6,053	73,033	92,934	9,693,277
SEP	1,808,353	3,217,303		157,081	56,324	11,667	78,119	9,885	17,820	5,468	37,973	77,148	5,477,141
OCT	1,562,846	2,114,404		160,734	47,526	12,609	55,559	7,462	82,417	4,693	31,164	70,099	4,149,513
NOV	1,550,832	1,952,755		183,013	42,544	1,142,994	49,289	6,835	15,215	4,182	17,334	96,197	5,061,190
DEC	1,000,191	882,641		173,045	22,259	1,333,455	23,946	4,739	23,234	3,566	7,711	76,296	3,551,083
TOTAL	18,567,825	28,854,698		2,093,163	564,927	4,317,075	685,460	97,649	1,515,960	56,272	2,962,062	1,173,843	60,888,933
2022													
JAN	993,671	606,786		228,961	26,843	778,087	23,745	3,877	1,181,002	2,228	1,230,706	78,457	5,154,363
FEB	863,552	860,062		209,143	17,819	927,401	12,058	4,364	19,250	3,255	1,297,086	95,811	4,309,801
MAR	1,019,219	1,161,182		187,257	20,060	181,693	37,978	5,051	15,319	3,889	429,353	138,930	3,199,931
APR	1,794,189	2,463,317		230,987	42,458	47,549	61,717	7,146	84,243	3,483	160,012	89,941	4,985,042
MAY	1,734,221	2,505,341		229,303	47,416	56,485	55,758	8,669	29,122	5,757	78,510	90,001	4,840,583
JUN	2,224,999	3,401,031		184,734	184,734	11,326	82,423	11,339	21,671	4,729	70,676	112,910	6,310,572
JUL	2,642,847	5,625,412		224,889	91,337	11,706	103,640	13,921	74,621	5,857	36,885	71,075	8,902,190
AUG	2,984,693	6,492,524		203,038	101,022	12,009	101,238	13,934	31,209	5,364	32,062	126,758	10,103,851
SEP	1,768,078	2,783,199		220,948	57,411	2,306	69,469	96,790	14,262	4,708	26,240	50,539	5,093,950
OCT	1,582,228	2,174,887		216,795	59,617	16,233	53,861	7,383	75,525	4,220	41,152	32,324	4,264,225
NOV	1,463,865	2,008,338		210,361	45,958	1,623,601	44,758	7,411	24,164	3,998	17,708	85,158	5,535,320
DEC	967,817	862,113		210,031	25,063	1,173,978	22,209	4,794	21,307	2,841	10,594	63,775	3,364,522
TOTAL	20,039,379	30,944,191		2,556,447	719,738	4,842,374	668,854	184,679	1,591,695	50,329	3,430,984	1,035,678	66,064,348
2023													
JAN	951,199	554,035		270,116	29,351	656,463	19,995	4,159	1,248,976	2,537	442,750	65,155	4,244,736
FEB	888,742	589,331		203,363	20,828	2,005,418	12,319	3,684	4,485	3,172	1,987,305	166,773	6,185,420
MAR	1,033,851	1,132,303		196,278	22,874	236,941	38,798	6,962	65,006	3,790	552,307	98,325	3,387,436
APR	1,750,999	2,724,143		247,364	45,736	133,149	55,989	8,540	96,412	3,892	259,778	77,303	5,403,305
MAY	1,663,895	2,424,394		251,026	45,394	41,519	47,169	8,090	35,409	3,381	96,715	62,208	4,679,200
JUN	2,252,370	3,181,157	908,902	213,190	75,601	12,901	80,902	11,864	14,833	4,412	49,123	70,837	6,876,092
JUL	2,792,746	5,568,123	1,590,892	246,166	100,243	14,150	102,270	13,715	93,743	5,197	64,307	112,214	10,703,766
AUG	2,978,793	6,308,093	1,802,312	220,227	104,389	14,217	99,464	15,384	432	5,005	82,016	259,302	11,889,634
SUBTOTAL	14,312,595	22,781,578	4,302,106	1,847,730	444,416	3,114,758	456,906	72,398	1,559,296	31,386	3,534,302	912,117	53,369,590
SEP	1,966,077	2,689,267	768,362	208,815	59,707	17,104	75,013	10,636	27,429	4,159	88,597	51,144	5,966,310
OCT	1,552,503	2,172,344	931,004	205,533	57,464	18,351	48,364	7,835	78,163	3,615	84,763	67,895	5,227,834
NOV	1,502,230	1,918,269	822,115	210,815	41,861	1,166,808	43,764	7,296	22,004	3,589	30,870	74,260	5,843,881
DEC	891,576	831,695	356,441	271,348	25,519	2,192,897	23,053	5,063	2,343	2,215	25,981	56,733	4,684,864
TOTAL	20,224,981	30,393,153	7,180,028	2,744,241	628,967	6,509,918	647,100	103,228	1,689,235	44,964	3,764,513	1,162,149	75,092,478
BUDGET	16,000,000	31,500,000	Total Lodge	1,000,000	400,000	5,500,000	660,000	90,000	1,500,000	60,000	2,750,000	1,300,000	60,760,000
sub%total- B	89.45%	72.32%	37,573,181	184.77%	111.10%	56.63%	69.23%	80.44%	103.95%	52.31%	128.52%	70.16%	87.84%
sub%total- A	70.77%	74.96%		67.33%	70.66%	47.85%	70.61%	70.13%	92.31%	69.80%	93.88%	78.49%	71.07%
2024													
JAN	878,994	508,847	218,077	255,874	28,146	2,590,904	17,910	4,593	1,328,846	1,979	711,544	140,099	6,685,813
FEB	780,065	917,699	393,299	241,875	23,385	751,388	-	2,765	30,719	179	1,384,351	135,174	4,660,900
MAR	1,044,719	1,378,006	590,573	231,756	23,454	293,873	51,391	8,815	66,905	5,116	550,682	64,552	4,309,842
APR	1,776,532	2,518,137	1,079,201	270,191	43,541	88,793	46,068	8,191	70,142	2,871	183,482	517,613	6,604,762
MAY	1,562,389	2,125,366	910,872	215,624	47,208	54,839	51,025	8,008	42,858	3,708	92,840	486,508	5,601,245
JUN	2,146,210	3,244,206	1,390,374	221,040	76,387	12,941	74,929	9,939	2,348	3,936	78,414	34,365	7,295,089
JUL	2,790,476	5,617,657	2,407,567	209,677	107,374	13,628	86,055	12,877	78,970	3,881	52,028	88,759	11,468,949
AUG	2,838,481	5,697,957	2,441,982	208,669	102,628	17,319	97,992	14,151	20,875	4,588	115,523	60,976	11,621,141
SEP													-
OCT													-
NOV													-
DEC													-
TOTAL	13,817,866	22,007,875	9,431,945	1,854,706	452,123	3,823,685	425,370	69,339	1,641,663	26,258	3,168,864	1,528,046	58,247,741
BUDGET	18,500,000	33,500,000	31,439,820	2,000,000	500,000	5,500,000	660,000	90,000	1,600,000	50,000	3,000,000	1,000,000	66,400,000
%ACT/BUD	74.69%	93.85%		92.74%	90.42%	69.52%	64.45%	77.04%	102.60%	52.52%	105.63%	152.80%	87.72%

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 8/22/2024 to 9/4/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Check Run: 7166					
*****	09/04/2024	3060 AARON'S LOCK SERVICE	Check	No	551.90
	Purchase Order #: 0	Voucher #: 151443	Invoice #: 117458		95.00
	Invoice Description: REKEY STG FACILITY				
	001-001-616 RPR/MAINT PLANT/BLDGS			95.00	
	Purchase Order #: 0	Voucher #: 151767	Invoice #: 117037		269.00
	Invoice Description: REKEY 4 LKS CITY HALL				
	001-001-616 RPR/MAINT PLANT/BLDGS			269.00	
	Purchase Order #: 0	Voucher #: 151768	Invoice #: 117365		187.90
	Invoice Description: REKEY LK OBMHS WT RM				
	001-001-616 RPR/MAINT PLANT/BLDGS			187.90	
*****	09/04/2024	6719 A&B ELECTRIC CO OF MOBILE, INC	Check	No	5,352.18
	Purchase Order #: 240376	Voucher #: 151292	Invoice #: 31091		3,181.00
	Invoice Description: CR 4 LFT STN 100 AMP BRKRS				
	403-676-516 SUPPLIES/OPERATING			3,181.00	
	Purchase Order #: 0	Voucher #: 151444	Invoice #: 31104		1,767.18
	Invoice Description: ML MRKR 11 LFT STN RPR				
	403-676-516 SUPPLIES/OPERATING			1,767.18	
	Purchase Order #: 0	Voucher #: 151769	Invoice #: 31121		404.00
	Invoice Description: GRIT BLWR MTR REPL				
	403-676-616 RPR/MAINT PLANT/BLDGS			404.00	
*****	09/04/2024	8013 ADAMS AND REESE, LLP	Check	No	9,750.00
	Purchase Order #: 0	Voucher #: 151445	Invoice #: 1294410		9,750.00
	Invoice Description: LOBBYIST				
	001-001-612 PROFESSIONAL FEES			9,750.00	
*****	09/04/2024	7498 ADVANCE AUTO PARTS	Check	No	1,256.78
	Purchase Order #: 0	Voucher #: 151293	Invoice #: 8647		168.83
	Invoice Description: #767 BATTERY				
	001-200-618 RPR/MAINT EQUIPMENT			168.83	
	Purchase Order #: 0	Voucher #: 151294	Invoice #: 8648		141.64
	Invoice Description: STK FUEL TRTMNT/ SEAFOAM/ TRNSMSS FIX				
	001-200-516 SUPPLIES/OPERATING			70.82	
	001-210-516 SUPPLIES/OPERATING			70.82	
	Purchase Order #: 0	Voucher #: 151295	Invoice #: 9406		287.39
	Invoice Description: STK OIL/ DEF FLD				
	404-677-510 GAS/OIL			287.39	
	Purchase Order #: 0	Voucher #: 151446	Invoice #: 8800		29.90
	Invoice Description: #857 LUG NUTS				
	001-200-622 RPR/MAINT VEHICLES			29.90	
	Purchase Order #: 0	Voucher #: 151447	Invoice #: 8868		94.99
	Invoice Description: STK MSTR DISCON SET				
	001-200-516 SUPPLIES/OPERATING			94.99	
	Purchase Order #: 0	Voucher #: 151627	Invoice #: 209438		13.73
	Invoice Description: #336 TRNSMSSN COOLANT				
	001-410-622 RPR/MAINT VEHICLES			13.73	
	Purchase Order #: 0	Voucher #: 151770	Invoice #: 5902		253.87
	Invoice Description: STK OIL/ DEF FLD				
	404-677-510 GAS/OIL			253.87	
	Purchase Order #: 0	Voucher #: 151771	Invoice #: 8748		26.61
	Invoice Description: #454 BRK SHOE SET				

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

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Check Register for 8/22/2024 to 9/4/2024 & 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			26.61
		Purchase Order #: 0 Voucher #: 151772 Invoice #: 8975			24.98
		Invoice Description: #703 LUBE			
		001-200-622 RPR/MAINT VEHICLES			24.98
		Purchase Order #: 0 Voucher #: 151773 Invoice #: 9617			177.18
		Invoice Description: STK ANTIFRZ/ BRK CLNR/ WPR FLD			
		001-200-516 SUPPLIES/OPERATING			177.18
		Purchase Order #: 0 Voucher #: 151965 Invoice #: 8981			37.66
		Invoice Description: #340 SENSOR			
		001-030-622 RPR/MAINT VEHICLES			37.66
*****	09/04/2024	7001 AGROMAX, LLC	Check	No	1,013.74
		Purchase Order #: 0 Voucher #: 151448 Invoice #: 23358			1,013.74
		Invoice Description: FRTLZR/ FNGICD/ HRBICD			
		001-210-516 SUPPLIES/OPERATING			1,013.74
*****	09/04/2024	718 AIRGAS, INC	Check	No	346.04
		Purchase Order #: 0 Voucher #: 151449 Invoice #: 9152533185			346.04
		Invoice Description: MED O2 CYNLDR RENT			
		001-175-614 RENTALS			346.04
*****	09/04/2024	7797 ALABAMA POOLWORKS, LLC	Check	No	1,512.88
		Purchase Order #: 0 Voucher #: 151628 Invoice #: SAL83190-1			1,512.88
		Invoice Description: VRSACHLR/ MURTC ACD			
		001-302-516 SUPPLIES/OPERATING			1,512.88
*****	09/04/2024	5698 AL DEPT OF LABOR	Check	No	75.00
		Purchase Order #: 0 Voucher #: 151296 Invoice #: E116287			75.00
		Invoice Description: ANN'L ELEVATOR INSP			
		430-682-612 PROFESSIONAL FEES			75.00
*****	09/04/2024	130 AL DEPT OF REV/COLL SERV DIV	Check	No	217.50
		Purchase Order #: 0 Voucher #: 151774 Invoice #: 082324-BRYANT			217.50
		Invoice Description: L2001361632			
		001-000-104 GARNISHMENT/SAVINGS			217.50
*****	09/04/2024	3436 AL LAW ENFORCEMENT AGENCY	Check	No	900.00
		Purchase Order #: 0 Voucher #: 151775 Invoice #: MARP-24-0008			900.00
		Invoice Description: AUG 2024 SLIP/ OFC RENT			
		001-100-614 RENTALS			900.00
*****	09/04/2024	6269 AL POLYGRAPH EXAMINERS BOARD	Check	No	400.00
		Purchase Order #: 0 Voucher #: 151629 Invoice #: 240815			200.00
		Invoice Description: '24 RNWL A WYATT			
		001-100-612 PROFESSIONAL FEES			200.00
		Purchase Order #: 0 Voucher #: 151630 Invoice #: 240815B			200.00
		Invoice Description: '24 RNWL J BROWN			
		001-100-612 PROFESSIONAL FEES			200.00
*****	09/04/2024	116 AL'S 5 & 10 #6 O/B	Check	No	39.96
		Purchase Order #: 0 Voucher #: 151297 Invoice #: 288618			9.98
		Invoice Description: DRY ERS MRKRS/ ERSR			
		430-682-516 SUPPLIES/OPERATING			9.98
		Purchase Order #: 0 Voucher #: 151298 Invoice #: 288626			29.98
		Invoice Description: BLANKETS			
		001-410-516 SUPPLIES/OPERATING			29.98

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 8/22/2024 to 9/4/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
* *****	09/04/2024	8114 AMERICAN HEART ASSOCIATION, INC	Check	No	68.00
	Purchase Order #: 0	Voucher #: 151462	Invoice #: SCPR177135		68.00
	Invoice Description: 20 CPR CARDS				
	001-175-507 EQUIPMENT/SMALL			68.00	
*****	09/04/2024	8555 NICOLE ARD	Check	No	23.74
	Purchase Order #: 0	Voucher #: 151807	Invoice #: 240801		23.74
	Invoice Description: RMB MOVIE				
	001-300-516 SUPPLIES/OPERATING			23.74	
*****	09/04/2024	8098 ARM GROUP SERVICE LLC	Check	No	1,580.00
	Purchase Order #: 0	Voucher #: 151808	Invoice #: 240821		1,580.00
	Invoice Description: BTOC FLWRS/ MNRVNI/ LMBRT/ STWRT				
	001-100-630 TRAINING/TRAVEL			1,580.00	
*****	09/04/2024	6391 ARROW-MAGNOLIA INT'L, INC	Check	No	356.09
	Purchase Order #: 0	Voucher #: 151809	Invoice #: IV24007225		356.09
	Invoice Description: CITRA WIPES/ CLNR				
	403-676-516 SUPPLIES/OPERATING			356.09	
*****	09/04/2024	7107 ATIS ELEVATOR INSPECTIONS, LLC	Check	No	110.00
	Purchase Order #: 0	Voucher #: 151810	Invoice #: IN362650		110.00
	Invoice Description: ANNELVTR INSP				
	430-682-612 PROFESSIONAL FEES			110.00	
*****	09/04/2024	778 AUTOWORX, LLC	Check	No	2,158.06
	Purchase Order #: 0	Voucher #: 151326	Invoice #: 075059C		-47.27
	Invoice Description: PD 2X CHKS 165173,165411				
	001-030-510 GAS/OIL			-41.94	
	001-030-622 RPR/MAINT VEHICLES			-5.33	
	Purchase Order #: 0	Voucher #: 151327	Invoice #: 078360		337.93
	Invoice Description: DISC \$6.90 STK TIRE SEAL				
	001-200-516 SUPPLIES/OPERATING			337.93	
	Purchase Order #: 0	Voucher #: 151328	Invoice #: 078401		66.88
	Invoice Description: DISC \$1.36 #247 OIL/ FLTR				
	001-100-622 RPR/MAINT VEHICLES			66.88	
	Purchase Order #: 0	Voucher #: 151329	Invoice #: 078407		60.02
	Invoice Description: DISC \$1.23 #258 OIL/ FLTR				
	001-100-622 RPR/MAINT VEHICLES			60.02	
	Purchase Order #: 0	Voucher #: 151463	Invoice #: 077475		61.25
	Invoice Description: NO DISC #748 OIL/ FLTR				
	001-210-510 GAS/OIL			55.92	
	001-210-622 RPR/MAINT VEHICLES			5.33	
	Purchase Order #: 0	Voucher #: 151464	Invoice #: 078402		53.17
	Invoice Description: DISC \$1.09 #618 OIL/ FLTR				
	403-676-622 RPR/MAINT VEHICLES			53.17	
	Purchase Order #: 0	Voucher #: 151465	Invoice #: 078468		90.07
	Invoice Description: DISC \$1.84 #412 OIL/ FLTR				
	001-175-510 GAS/OIL			71.63	
	001-175-622 RPR/MAINT VEHICLES			18.44	
	Purchase Order #: 0	Voucher #: 151466	Invoice #: 078469		66.88
	Invoice Description: DISC \$1.36 #230 OIL/ FLTR				
	001-100-622 RPR/MAINT VEHICLES			66.88	
	Purchase Order #: 0	Voucher #: 151467	Invoice #: 078532		53.17
	Invoice Description: DISC \$1.09 #646 OIL/ FLTR				

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 8/22/2024 to 9/4/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		403-676-622 RPR/MAINT VEHICLES			53.17
	Purchase Order #:	0 Voucher #: 151468	Invoice #: 078585		5.22
	Invoice Description:	DISC \$0.11 #854 OIL FLTR			
		001-200-622 RPR/MAINT VEHICLES			5.22
	Purchase Order #:	0 Voucher #: 151469	Invoice #: 078609		58.79
	Invoice Description:	DISC \$1.20 STK PNTNG MASK			
		404-677-516 SUPPLIES/OPERATING			58.79
	Purchase Order #:	0 Voucher #: 151470	Invoice #: 078610		117.58
	Invoice Description:	DISC \$2.40 RSPRTRS			
		001-200-516 SUPPLIES/OPERATING			117.58
	Purchase Order #:	0 Voucher #: 151471	Invoice #: 078681		5.22
	Invoice Description:	DISC \$0.11 #705 OIL FLTR			
		001-200-622 RPR/MAINT VEHICLES			5.22
	Purchase Order #:	0 Voucher #: 151472	Invoice #: 078739		228.59
	Invoice Description:	DISC \$4.67 STK AC RFRGRNT			
		001-200-516 SUPPLIES/OPERATING			228.59
	Purchase Order #:	0 Voucher #: 151473	Invoice #: 078749		90.08
	Invoice Description:	DISC \$1.84 #901 HYDRLC HOSE			
		404-677-618 RPR/MAINT EQUIPMENT			90.08
	Purchase Order #:	0 Voucher #: 151474	Invoice #: 571477		88.12
	Invoice Description:	DISC \$1.80 #901 HYDRLC HS/ FTTNGS			
		404-677-618 RPR/MAINT EQUIPMENT			88.12
	Purchase Order #:	0 Voucher #: 151656	Invoice #: 078403		43.43
	Invoice Description:	DISC \$0.89 #757 FLTRS			
		001-301-618 RPR/MAINT EQUIPMENT			43.43
	Purchase Order #:	0 Voucher #: 151657	Invoice #: 078409		43.43
	Invoice Description:	DISC \$0.89 #884 FLTRS			
		001-301-618 RPR/MAINT EQUIPMENT			43.43
	Purchase Order #:	0 Voucher #: 151658	Invoice #: 078665		53.17
	Invoice Description:	DISC \$1.09 #274 OIL/ FLTR			
		001-100-622 RPR/MAINT VEHICLES			53.17
	Purchase Order #:	0 Voucher #: 151659	Invoice #: 078679		72.00
	Invoice Description:	DISC \$1.47 #266 OIL			
		001-100-622 RPR/MAINT VEHICLES			72.00
	Purchase Order #:	0 Voucher #: 151660	Invoice #: 078725		66.88
	Invoice Description:	DISC \$1.36 #292 OIL/ FLTR			
		001-100-622 RPR/MAINT VEHICLES			66.88
	Purchase Order #:	0 Voucher #: 151811	Invoice #: 078664		41.10
	Invoice Description:	DISC \$0.84 #116 OIL			
		001-001-622 RPR/MAINT VEHICLES			41.10
	Purchase Order #:	0 Voucher #: 151812	Invoice #: 078778		60.02
	Invoice Description:	DISC \$1.23 #771 OIL/ FLTR			
		001-200-510 GAS/OIL			55.92
		001-200-622 RPR/MAINT VEHICLES			4.10
	Purchase Order #:	0 Voucher #: 151813	Invoice #: 078837		38.21
	Invoice Description:	DISC \$0.78 #8693 AIR FLTRS			
		001-210-618 RPR/MAINT EQUIPMENT			38.21
	Purchase Order #:	0 Voucher #: 151814	Invoice #: 078892		53.17
	Invoice Description:	DISC \$1.09 #312 OIL/ FLTR			
		001-410-510 GAS/OIL			53.17
	Purchase Order #:	0 Voucher #: 151815	Invoice #: 078894		66.88
	Invoice Description:	DISC \$1.36 #644 OIL/ FLTR			
		403-676-622 RPR/MAINT VEHICLES			66.88

ACCOUNTS PAYABLE CHECK REGISTER

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 151816	Invoice #: 078895		79.49
Invoice Description:		DISC \$1.62 #903 OIL/ FLTR			
	404-677-622	RPR/MAINT VEHICLES			79.49
Purchase Order #:	0	Voucher #: 151817	Invoice #: 078996		46.32
Invoice Description:		#794 OIL/ FLTR			
	001-200-510	GAS/OIL			40.99
	001-200-622	RPR/MAINT VEHICLES			5.33
Purchase Order #:	0	Voucher #: 151969	Invoice #: 078967		60.02
Invoice Description:		DISC \$1.23 #340 OIL/ FLTR			
	001-030-510	GAS/OIL			54.69
	001-030-622	RPR/MAINT VEHICLES			5.33
Purchase Order #:	0	Voucher #: 151970	Invoice #: 079010		20.92
Invoice Description:		DISC \$0.43 SM EQPMT FLTRS			
	001-210-516	SUPPLIES/OPERATING			20.92
Purchase Order #:	0	Voucher #: 151971	Invoice #: 079065		5.22
Invoice Description:		DISC \$0.11 #792 OIL FLTR			
	404-677-618	RPR/MAINT EQUIPMENT			5.22
Purchase Order #:	0	Voucher #: 151972	Invoice #: 079066		66.88
Invoice Description:		DISC \$1.36 #700 OIL/ FLTR			
	001-200-510	GAS/OIL			61.55
	001-200-622	RPR/MAINT VEHICLES			5.33
Purchase Order #:	0	Voucher #: 151973	Invoice #: 079067		5.22
Invoice Description:		DISC \$0.11 #1259 OIL FLTR			
	404-677-618	RPR/MAINT EQUIPMENT			5.22
*****	09/04/2024	5716 BALDWIN CTY VICTORY POLARIS LLC	Check	No	370.93
Purchase Order #:	0	Voucher #: 151475	Invoice #: 3074		350.94
Invoice Description:		#0264 OIL/ FLTRS/ AGL/ DMND DRV			
	001-410-618	RPR/MAINT EQUIPMENT			350.94
Purchase Order #:	0	Voucher #: 151661	Invoice #: 10229		19.99
Invoice Description:		STK 4-CYCL OIL			
	001-410-516	SUPPLIES/OPERATING			19.99
*****	09/04/2024	6325 BALDWIN SAND & GRAVEL LLC	Check	No	4,277.82
Purchase Order #:	0	Voucher #: 151330	Invoice #: 61888		1,530.93
Invoice Description:		22.86 TON GRAY #57			
	001-614-736	ROSEMARY TRAIL CABINS			1,530.93
Purchase Order #:	0	Voucher #: 151662	Invoice #: 61887		508.47
Invoice Description:		25.36 TON SAND			
	001-301-620	RPR/MAINT GROUNDS			508.47
Purchase Order #:	0	Voucher #: 151663	Invoice #: 61986		485.38
Invoice Description:		24.33 TON SAND			
	001-301-620	RPR/MAINT GROUNDS			485.38
Purchase Order #:	0	Voucher #: 151818	Invoice #: 62134		455.06
Invoice Description:		22.81 TON SAND			
	001-614-734	SHOOTING RANGE			455.06
Purchase Order #:	0	Voucher #: 151819	Invoice #: 62163		1,297.98
Invoice Description:		24.05 T CRSHD CNCRT			
	403-676-516	SUPPLIES/OPERATING			1,297.98
*****	09/04/2024	216 BALDWIN TROPHIES	Check	No	450.00
Purchase Order #:	0	Voucher #: 151476	Invoice #: 240807		450.00
Invoice Description:		PBLC SFTY ACDMY PLQS			
	001-175-516	SUPPLIES/OPERATING			450.00

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	09/04/2024	219 BANK OF NEW YORK	Check	No	420,976.44
Purchase Order #:	0	Voucher #: 151974	Invoice #: 45		167,093.11
Invoice Description:	2012 GO WARRANTS				
403-000-124	INTRA FUND TRANSFER				167,093.11
Purchase Order #:	0	Voucher #: 151975	Invoice #: 2021-44		253,883.33
Invoice Description:	2012 GO WARRANTS				
001-000-805	TRANSFER TO DEBT SVS FUND				253,883.33
*****	09/04/2024	277 BAYOU CONCRETE LLC	Check	No	10,647.00
Purchase Order #:	240329	Voucher #: 151664	Invoice #: 304788		8,450.00
Invoice Description:	100 CY CNCRT SDWLK				
001-614-734	SHOOTING RANGE				8,450.00
Purchase Order #:	240329	Voucher #: 151665	Invoice #: 304974		2,197.00
Invoice Description:	26 CY CNCRT SDWLK				
001-614-734	SHOOTING RANGE				2,197.00
*****	09/04/2024	8269 BCC WASTE SOLUTIONS, LLC	Check	No	6,689.80
Purchase Order #:	0	Voucher #: 151331	Invoice #: 0000499017		690.00
Invoice Description:	07/29-07/31/24 ROLLOFF SWAPS				
001-410-635	UTILITIES				690.00
Purchase Order #:	240152	Voucher #: 151477	Invoice #: 0000499016		1,477.20
Invoice Description:	07/02-07/31/24 ROLLOFF SWAPS				
404-677-612	PROFESSIONAL FEES				1,477.20
Purchase Order #:	0	Voucher #: 151666	Invoice #: 0000503060		1,380.00
Invoice Description:	08/05-08/13/24 ROLLOFF SWAPS				
001-410-635	UTILITIES				1,380.00
Purchase Order #:	0	Voucher #: 151667	Invoice #: 0000503061		345.00
Invoice Description:	08/08/24 ROLLOFF SWAP				
001-614-734	SHOOTING RANGE				345.00
Purchase Order #:	0	Voucher #: 151821	Invoice #: 0000501690		345.00
Invoice Description:	08/01/24 RMV ROLLOFF				
001-604-710	POLICE STATION CONSTRUCTI				345.00
Purchase Order #:	0	Voucher #: 151823	Invoice #: 0000503059		2,452.60
Invoice Description:	08/08-08/15/24 ROLLOFF SWAPS				
404-677-612	PROFESSIONAL FEES				2,452.60
*****	09/04/2024	3176 BEEBE'S ACTION MASTERS P.C.	Check	No	794.00
Purchase Order #:	0	Voucher #: 151332	Invoice #: 646394		30.00
Invoice Description:	COMMUNITY CTR				
411-681-620	RPR/MAINT GROUNDS				30.00
Purchase Order #:	0	Voucher #: 151333	Invoice #: 646396		30.00
Invoice Description:	SENIOR CTR				
001-304-616	RPR/MAINT PLANT/BLDGS				30.00
Purchase Order #:	0	Voucher #: 151478	Invoice #: 646830		32.00
Invoice Description:	FINANCE DEPT				
001-020-616	RPR/MAINT PLANT/BLDGS				32.00
Purchase Order #:	0	Voucher #: 151479	Invoice #: 646831		42.00
Invoice Description:	CITY HALL				
001-001-616	RPR/MAINT PLANT/BLDGS				42.00
Purchase Order #:	0	Voucher #: 151480	Invoice #: 646837		55.00
Invoice Description:	POLICE DEPT				
001-100-616	RPR/MAINT PLANT/BLDGS				55.00
Purchase Order #:	0	Voucher #: 151481	Invoice #: 646839		30.00
Invoice Description:	COMM DEV				

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
001-030-616		RPR/MAINT PLANT/BLDG			30.00
Purchase Order #:	0	Voucher #: 151668	Invoice #: 646820		42.00
Invoice Description:		SPORTSPLEX			
001-301-616		RPR/MAINT PLANT/BLDGS			42.00
Purchase Order #:	0	Voucher #: 151669	Invoice #: 646827		50.00
Invoice Description:		TRAIL BARN/ WADE PRPTY			
001-410-620		RPR/MAINT GROUNDS			50.00
Purchase Order #:	0	Voucher #: 151670	Invoice #: 646828		50.00
Invoice Description:		BEACH BARN			
001-410-620		RPR/MAINT GROUNDS			50.00
Purchase Order #:	0	Voucher #: 151671	Invoice #: 646842		50.00
Invoice Description:		GOLF MNT/ PRO SHOPS			
001-303-616		RPR/MAINT PLANT/BLDGS			50.00
Purchase Order #:	0	Voucher #: 151824	Invoice #: 646832		36.00
Invoice Description:		MEDICAL ARTS CTR			
001-001-616		RPR/MAINT PLANT/BLDGS			36.00
Purchase Order #:	0	Voucher #: 151825	Invoice #: 646840		32.00
Invoice Description:		MUSEUM			
001-300-616		RPR/MAINT PLANT/BLDGS			32.00
Purchase Order #:	0	Voucher #: 151976	Invoice #: 449364B		315.00
Invoice Description:		ANNL SENTRICON 4151 HWY 161			
001-020-616		RPR/MAINT PLANT/BLDGS			315.00
*****	09/04/2024	3470 BENSON'S APPLIANCE CENTER	Check	No	2,319.98
Purchase Order #:	0	Voucher #: 151482	Invoice #: 07264009		2,319.98
Invoice Description:		WASHER/ DRYER- BCH BRN			
001-410-507		EQUIPMENT/SMALL			2,319.98
*****	09/04/2024	256 BLOSSMAN GAS INC	Check	No	79.00
Purchase Order #:	0	Voucher #: 151483	Invoice #: 28466364		79.00
Invoice Description:		LESS \$5.53 TAX STN 4 LP TNK RENT			
001-175-635		UTILITIES			79.00
*****	09/04/2024	284 BOUND TREE MEDICAL, LLC	Check	No	207.35
Purchase Order #:	0	Voucher #: 151484	Invoice #: 85446208		207.35
Invoice Description:		AED PADS			
001-175-516		SUPPLIES/OPERATING			207.35
*****	09/04/2024	3094 BRABNER & HOLLON, INC.	Check	No	2,230.00
Purchase Order #:	240254	Voucher #: 151672	Invoice #: 726904		2,230.00
Invoice Description:		GYM DOORS			
001-325-616		RPR/MAINT PLANT/BLDGS			2,230.00
*****	09/04/2024	8540 BRANDED BILLS, LLC	Check	No	701.18
Purchase Order #:	0	Voucher #: 151673	Invoice #: INV0472590		701.18
Invoice Description:		HATS			
001-303-660		COST OF GOODS SOLD RETAIL			701.18
*****	09/04/2024	223 BSN SPORTS LLC	Check	No	12,823.55
Purchase Order #:	0	Voucher #: 151334	Invoice #: 926313949		1,635.93
Invoice Description:		RAIN JCKTS/ SHIRTS			
001-301-516		SUPPLIES/OPERATING			1,635.93
Purchase Order #:	240342	Voucher #: 151335	Invoice #: 926327593		10,944.32
Invoice Description:		REC SCCR GOALS/ WHLS/ ANCHRS			
001-301-507		EQUIPMENT/SMALL			10,944.32
Purchase Order #:	0	Voucher #: 151674	Invoice #: 926357472		42.12

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> JACKET					
		001-301-540 UNIFORMS			42.12
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151675	<i>Invoice #:</i> 926388989		201.18
<i>Invoice Description:</i> SHIRTS/ JACKET					
		001-301-540 UNIFORMS			201.18
*****	09/04/2024	5534 CDW GOVERNMENT, INC.	Check	No	666.16
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151676	<i>Invoice #:</i> AA1T53J		666.16
<i>Invoice Description:</i> COMPUTER					
		001-410-650 AUDUBON			666.16
*****	09/04/2024	7891 CENTRAL SCREEN PRINTING, INC.	Check	No	326.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151677	<i>Invoice #:</i> 330410		326.00
<i>Invoice Description:</i> PATCH EMBROIDERY					
		001-410-516 SUPPLIES/OPERATING			326.00
*****	09/04/2024	6437 CHAPTER 13 TRUSTEE	Check	No	317.50
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151826	<i>Invoice #:</i> 082324-TABB		317.50
<i>Invoice Description:</i> 24-11011					
		001-000-104 GARNISHMENT/SAVINGS			317.50
*****	09/04/2024	7278 CINTAS CORPORATION NO. 2	Check	No	73.36
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151336	<i>Invoice #:</i> 4201816678		36.68
<i>Invoice Description:</i> WEEKLY SERVICE					
		430-682-612 PROFESSIONAL FEES			36.68
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151827	<i>Invoice #:</i> 4202614513		36.68
<i>Invoice Description:</i> WEEKLY SERVICE					
		430-682-612 PROFESSIONAL FEES			36.68
*****	09/04/2024	351 CIRCUIT CLERK	Check	No	217.50
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151828	<i>Invoice #:</i> 082324-WHITE		217.50
<i>Invoice Description:</i> 05-CV-2017-901105.00					
		001-000-104 GARNISHMENT/SAVINGS			217.50
*****	09/04/2024	316 CITY ELECTRIC SUPPLY CO	Check	No	1,445.65
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151485	<i>Invoice #:</i> FLY-005309		108.10
<i>Invoice Description:</i> ELEC CRCT BRKRS					
		001-001-616 RPR/MAINT PLANT/BLDGS			108.10
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151486	<i>Invoice #:</i> FLY/005310		79.93
<i>Invoice Description:</i> TIMER/ ELEC BOX					
		430-682-620 RPR/MAINT GROUNDS			79.93
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151487	<i>Invoice #:</i> FLY/005547		633.65
<i>Invoice Description:</i> ELEC WIRE/ CONC BOX/ ELBOWS					
		001-001-616 RPR/MAINT PLANT/BLDGS			633.65
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151678	<i>Invoice #:</i> FLY/005311		554.64
<i>Invoice Description:</i> SRG PRTCTRS					
		001-325-616 RPR/MAINT PLANT/BLDGS			554.64
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151679	<i>Invoice #:</i> FLY/005530		69.33
<i>Invoice Description:</i> SRG PRTCTR					
		001-325-616 RPR/MAINT PLANT/BLDGS			69.33
*****	09/04/2024	8218 COASTAL CREATIONS	Check	No	425.10
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151829	<i>Invoice #:</i> 240816		425.10
<i>Invoice Description:</i> LG PNT PR CLSS					
		430-682-612 PROFESSIONAL FEES			425.10
*****	09/04/2024	6604 COASTAL INDUSTRIAL SUPPLY LLC	Check	No	156.46

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
	Purchase Order #:	0	Voucher #: 151488	Invoice #: 78159	156.46
	Invoice Description:	RAGS			
	001-200-516	SUPPLIES/OPERATING			156.46
*****	09/04/2024	319 COCA-COLA BOTTLING CO	Check	No	1,180.50
	Purchase Order #:	240267	Voucher #: 151830	Invoice #: 42866792004	1,913.00
	Invoice Description:	CONCESSIONS			
	001-301-516	SUPPLIES/OPERATING			1,913.00
	Purchase Order #:	240267	Voucher #: 152041	Invoice #: 42295570034	-441.00
	Invoice Description:	CRDT- CNCSSNS DRNKS			
	001-301-516	SUPPLIES/OPERATING			-441.00
	Purchase Order #:	240267	Voucher #: 152042	Invoice #: 42751562004	370.00
	Invoice Description:	CONCESSIONS			
	001-301-516	SUPPLIES/OPERATING			370.00
	Purchase Order #:	240267	Voucher #: 152043	Invoice #: 42751562005	-661.50
	Invoice Description:	CRDT- CNCSSNS DRNKS			
	001-301-516	SUPPLIES/OPERATING			-661.50
*****	09/04/2024	7805 COMMUNITY COFFEE COMPANY, LLC	Check	No	340.55
	Purchase Order #:	0	Voucher #: 151680	Invoice #: 12146422710	340.55
	Invoice Description:	COFFEE SUPPLIES			
	001-325-516	SUPPLIES/OPERATING			340.55
*****	09/04/2024	381 COMPUTER BACKUP, INC	Check	No	29.00
	Purchase Order #:	0	Voucher #: 151489	Invoice #: 28742	29.00
	Invoice Description:	HDMI ADPTR			
	403-676-516	SUPPLIES/OPERATING			29.00
*****	09/04/2024	3175 RIO STARK CORDY	Check	No	150.00
	Purchase Order #:	0	Voucher #: 151681	Invoice #: 240731	150.00
	Invoice Description:	TAI CHI JULY 24			
	001-304-612	PROFESSIONAL FEES			150.00
*****	09/04/2024	7005 COUCH AGGREGATES LLC	Check	No	6,970.41
	Purchase Order #:	240404	Voucher #: 151977	Invoice #: 144787	724.88
	Invoice Description:	17.68 TON LIMESTONE			
	001-608-720	ROADWAYS/PAVING/RESURFACE			724.88
	Purchase Order #:	240404	Voucher #: 151978	Invoice #: 144907	6,245.53
	Invoice Description:	152.33 TON LIMESTONE			
	001-608-720	ROADWAYS/PAVING/RESURFACE			6,245.53
*****	09/04/2024	399 CRAFT TURF FARMS	Check	No	158.00
	Purchase Order #:	0	Voucher #: 151490	Invoice #: 40595	158.00
	Invoice Description:	50 SY ZOYSIA SOD			
	001-608-720	ROADWAYS/PAVING/RESURFACE			158.00
*****	09/04/2024	7155 DA CAR WASH, LLC	Check	No	59.85
	Purchase Order #:	0	Voucher #: 151491	Invoice #: 1081	59.85
	Invoice Description:	SEPT 2024			
	001-410-516	SUPPLIES/OPERATING			59.85
*****	09/04/2024	425 MICHAEL A. DASINGER III	Check	No	3,333.33
	Purchase Order #:	0	Voucher #: 151337	Invoice #: 240802	3,333.33
	Invoice Description:	AUGUST 2024			
	001-010-612	PROFESSIONAL FEES			3,333.33
*****	09/04/2024	5173 SPENCER E. DAVIS, JR. P.C.	Check	No	4,600.00

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #: 0		Voucher #: 151338	Invoice #: 12557		4,600.00
Invoice Description:	AUGUST 2024				
001-010-612	PROFESSIONAL FEES				4,600.00
***** 09/04/2024	5863 DIRECTV		Check	No	160.99
Purchase Order #: 0		Voucher #: 151682	Invoice #: 081459343X240814		160.99
Invoice Description:	SEPT 2024				
403-676-635	UTILITIES				137.99
001-301-635	UTILITIES				23.00
***** 09/04/2024	482 DOWN UNDER DIVE SHOP--DIVE VENTURES LLC		Check	No	698.00
Purchase Order #: 0		Voucher #: 151339	Invoice #: INV968		698.00
Invoice Description:	DIVER CMPL RSCUE/ OPN WTR CRS				
001-100-630	TRAINING/TRAVEL				698.00
***** 09/04/2024	6599 DRONE NERDS		Check	No	5,156.00
Purchase Order #: 240403		Voucher #: 151492	Invoice #: I260764553		5,156.00
Invoice Description:	DRONE/ BTTRY/ RTK MDL				
001-030-507	EQUIPMENT/SMALL				5,156.00
***** 09/04/2024	6350 DYKES VETERINARY CLINIC		Check	No	681.30
Purchase Order #: 0		Voucher #: 151340	Invoice #: 887853		54.50
Invoice Description:	BOBCAT LAB/ MEDS				
001-410-612	PROFESSIONAL FEES				54.50
Purchase Order #: 0		Voucher #: 151341	Invoice #: 888024		63.00
Invoice Description:	SKNK RDOGRPH/ EXAM				
001-410-612	PROFESSIONAL FEES				63.00
Purchase Order #: 0		Voucher #: 151342	Invoice #: 888313		65.00
Invoice Description:	OSPREY RDOGRPH				
001-410-612	PROFESSIONAL FEES				65.00
Purchase Order #: 0		Voucher #: 151343	Invoice #: 889328		119.90
Invoice Description:	RABBIT NEUTER				
001-410-612	PROFESSIONAL FEES				119.90
Purchase Order #: 0		Voucher #: 151344	Invoice #: 889329		119.90
Invoice Description:	GUINEA PIG NEUTER				
001-410-612	PROFESSIONAL FEES				119.90
Purchase Order #: 0		Voucher #: 151345	Invoice #: 889330		77.00
Invoice Description:	BEAVER RDOGRPH/ EXAM/ MED				
001-410-612	PROFESSIONAL FEES				77.00
Purchase Order #: 0		Voucher #: 151346	Invoice #: 890142		172.00
Invoice Description:	DUCK RDOGRPH/ EXAM/ MED/ SNK EXAM				
001-410-612	PROFESSIONAL FEES				172.00
Purchase Order #: 0		Voucher #: 151683	Invoice #: 889327		10.00
Invoice Description:	BLD EGL RDOGRPH				
001-410-612	PROFESSIONAL FEES				10.00
***** 09/04/2024	3852 EASY PICKER GOLF PRODUCTS INC.		Check	No	1,186.05
Purchase Order #: 0		Voucher #: 151684	Invoice #: 0208976-IN		1,038.48
Invoice Description:	DRVNG RNG CLOSED SIGNS				
001-303-507	EQUIPMENT/SMALL				1,038.48
Purchase Order #: 0		Voucher #: 151685	Invoice #: 0209219-IN		147.57
Invoice Description:	BALL WSHR DTRGNT				
001-303-516	SUPPLIES/OPERATING				147.57
***** 09/04/2024	7710 MARQUISE B. ELSTON		Check	No	360.00
Purchase Order #: 0		Voucher #: 151612	Invoice #: 240809		180.00

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> TTL BDY FIT/ TTL BDY EXTRM					
	001-325-612	PROFESSIONAL FEES			180.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151620	<i>Invoice #:</i> 240816		180.00
<i>Invoice Description:</i> TTL BDY FIT/ TTL BDY EXTRM					
	001-325-612	PROFESSIONAL FEES			180.00
*****	09/04/2024	6803 ENGINEERED COOLING SERVICES	Check	No	560.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151831	<i>Invoice #:</i> SV161922		560.00
<i>Invoice Description:</i> AC ONLINE POST WAP INSTLL					
	411-681-616	RPR/MAINT BUILDING			560.00
*****	09/04/2024	2152 ENVELOCO, INC.	Check	No	1,000.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151832	<i>Invoice #:</i> A494417		1,000.00
<i>Invoice Description:</i> JULY 2024					
	001-001-612	PROFESSIONAL FEES			1,000.00
*****	09/04/2024	6233 FEDEX	Check	No	93.57
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151493	<i>Invoice #:</i> 8-589-95781		93.57
<i>Invoice Description:</i> ENVLP TO DONOHOO CHEV					
	001-100-605	COMMUNICATIONS			93.57
*****	09/04/2024	3170 FERGUSON ENTERPRISES, INC #1204	Check	No	1,869.83
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151347	<i>Invoice #:</i> 1547556		294.83
<i>Invoice Description:</i> CLAMPS/ TEE/ BSHNGS/ CPLNG					
	001-210-620	RPR/MAINT GROUNDS			294.83
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151833	<i>Invoice #:</i> 1548438		1,575.00
<i>Invoice Description:</i> ELBOWS/ RSTRNG GLANDS					
	403-676-516	SUPPLIES/OPERATING			1,575.00
*****	09/04/2024	3612 FIRST CALL	Check	No	3,433.03
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151348	<i>Invoice #:</i> 1133-261936		-287.33
<i>Invoice Description:</i> CRDT- #227 CMPRSSR/ CORE RTRN					
	001-100-622	RPR/MAINT VEHICLES			-287.33
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151349	<i>Invoice #:</i> 1133-262687		11.43
<i>Invoice Description:</i> #238 SHFTER BSHING					
	001-100-622	RPR/MAINT VEHICLES			11.43
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151350	<i>Invoice #:</i> 1133-262728		70.85
<i>Invoice Description:</i> #238 BSHNGS/ SHFT CBL					
	001-100-622	RPR/MAINT VEHICLES			70.85
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151351	<i>Invoice #:</i> 1133-263421		14.30
<i>Invoice Description:</i> #223 AIR FLTR					
	001-100-622	RPR/MAINT VEHICLES			14.30
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151352	<i>Invoice #:</i> 1133-263472		351.55
<i>Invoice Description:</i> #455 BRK RTRS/ CLPRS/ PADS					
	001-410-620	RPR/MAINT GROUNDS			351.55
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151353	<i>Invoice #:</i> 1133-263723		13.90
<i>Invoice Description:</i> #455 BRK HOSE					
	001-410-622	RPR/MAINT VEHICLES			13.90
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151354	<i>Invoice #:</i> 1133-263967		145.22
<i>Invoice Description:</i> #725 BATTERY					
	001-200-618	RPR/MAINT EQUIPMENT			145.22
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151355	<i>Invoice #:</i> 1133-264248		20.90
<i>Invoice Description:</i> #856 WPR BLDS					
	001-200-622	RPR/MAINT VEHICLES			20.90
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151356	<i>Invoice #:</i> 5491-309725		466.02

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> #372 BATTERIES					
	001-410-622	RPR/MAINT VEHICLES			466.02
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151357	<i>Invoice #:</i> 5491-310165		144.99
<i>Invoice Description:</i> RACING JACK					
	001-200-507	EQUIPMENT/SMALL			144.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151494	<i>Invoice #:</i> 1133-263684		6.06
<i>Invoice Description:</i> #116 OIL FLTR					
	001-001-622	RPR/MAINT VEHICLES			6.06
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151495	<i>Invoice #:</i> 1133-263960		93.78
<i>Invoice Description:</i> #467 TPMS SNSR					
	001-175-622	RPR/MAINT VEHICLES			93.78
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151496	<i>Invoice #:</i> 1133-264234		230.44
<i>Invoice Description:</i> #409 AC CNDNSR					
	001-175-622	RPR/MAINT VEHICLES			230.44
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151497	<i>Invoice #:</i> 1133-264242		42.13
<i>Invoice Description:</i> #266 FLTRS					
	001-100-622	RPR/MAINT VEHICLES			42.13
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151498	<i>Invoice #:</i> 1133-264561		15.83
<i>Invoice Description:</i> #714 CMPRSSR BELT					
	001-200-618	RPR/MAINT EQUIPMENT			15.83
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151499	<i>Invoice #:</i> 1133-265322		20.90
<i>Invoice Description:</i> #705 WIPER BLDS					
	001-200-622	RPR/MAINT VEHICLES			20.90
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151500	<i>Invoice #:</i> 1133-265344		23.76
<i>Invoice Description:</i> STK TUBE PATCHES					
	001-200-516	SUPPLIES/OPERATING			23.76
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151501	<i>Invoice #:</i> 1133-265393		263.74
<i>Invoice Description:</i> #857 BRK CLPRS/ PADS/ HOSE					
	001-200-622	RPR/MAINT VEHICLES			263.74
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151502	<i>Invoice #:</i> 1133-265439		33.70
<i>Invoice Description:</i> STK MINI BULBS					
	001-200-516	SUPPLIES/OPERATING			33.70
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151503	<i>Invoice #:</i> 5491-310274		203.88
<i>Invoice Description:</i> STK DEF FLD					
	001-175-510	GAS/OIL			203.88
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151504	<i>Invoice #:</i> 5491-310483		23.98
<i>Invoice Description:</i> STK WSH BRSH/ WAX					
	001-100-516	SUPPLIES/OPERATING			23.98
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151686	<i>Invoice #:</i> 1133-264430		-90.00
<i>Invoice Description:</i> CRDT- #455 CORE RTN					
	001-410-622	RPR/MAINT VEHICLES			-90.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151687	<i>Invoice #:</i> 1133-265469		239.85
<i>Invoice Description:</i> #312 RDTR/ FAN CLTCH/ THRMST KIT					
	001-410-622	RPR/MAINT VEHICLES			239.85
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151688	<i>Invoice #:</i> 1133-265651		13.20
<i>Invoice Description:</i> #312 AIR FLTR					
	001-410-622	RPR/MAINT VEHICLES			13.20
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151689	<i>Invoice #:</i> 1133-264664		30.29
<i>Invoice Description:</i> #274 WSHR NZZL/ VAC TUBING					
	001-100-622	RPR/MAINT VEHICLES			30.29
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151690	<i>Invoice #:</i> 1133-264710		-8.00
<i>Invoice Description:</i> CRDT- #236 CORE RTN					
	001-100-622	RPR/MAINT VEHICLES			-8.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 151691	Invoice #: 5491-308247		22.70
Invoice Description:	#342 FUEL CAP/ WPR FLD				
001-410-622	RPR/MAINT VEHICLES			22.70	
Purchase Order #:	0	Voucher #: 151692	Invoice #: 5491-310866		8.67
Invoice Description:	#355 RELAY				
001-614-731	GOMESA			8.67	
Purchase Order #:	0	Voucher #: 151834	Invoice #: 1133-264529		367.57
Invoice Description:	#454 BRK RTRS/ CLPRS/ PADS				
001-175-622	RPR/MAINT VEHICLES			367.57	
Purchase Order #:	0	Voucher #: 151835	Invoice #: 1133-265495		-90.00
Invoice Description:	CRDT- #454 CORE RTRN				
001-175-622	RPR/MAINT VEHICLES			-90.00	
Purchase Order #:	0	Voucher #: 151836	Invoice #: 1133-265777		-90.00
Invoice Description:	CRDT- #857 CORE RTRN				
001-200-622	RPR/MAINT VEHICLES			-90.00	
Purchase Order #:	0	Voucher #: 151837	Invoice #: 1133-265907		13.23
Invoice Description:	STK OIL FLTRS				
001-200-516	SUPPLIES/OPERATING			13.23	
Purchase Order #:	0	Voucher #: 151838	Invoice #: 1133-265940		18.66
Invoice Description:	#312 COOLANT TEMP SNSR				
001-410-622	RPR/MAINT VEHICLES			18.66	
Purchase Order #:	0	Voucher #: 151839	Invoice #: 1133-266146		19.99
Invoice Description:	#865 WNDSHLD RPR KIT				
001-210-622	RPR/MAINT VEHICLES			19.99	
Purchase Order #:	0	Voucher #: 151840	Invoice #: 1133-266172		19.72
Invoice Description:	#312 CYLNRD HD TEMP SNSR				
001-410-622	RPR/MAINT VEHICLES			19.72	
Purchase Order #:	0	Voucher #: 151841	Invoice #: 1133-266448		20.90
Invoice Description:	#903 WPR BLDS				
404-677-622	RPR/MAINT VEHICLES			20.90	
Purchase Order #:	0	Voucher #: 151842	Invoice #: 1133-267510		76.40
Invoice Description:	STK LEAK DYE				
001-200-516	SUPPLIES/OPERATING			76.40	
Purchase Order #:	0	Voucher #: 151843	Invoice #: 1133-267511		4.41
Invoice Description:	STK OIL FLTR				
001-210-516	SUPPLIES/OPERATING			4.41	
Purchase Order #:	0	Voucher #: 151844	Invoice #: 1133-267804		28.74
Invoice Description:	#700 SWAY LINK KIT				
001-200-622	RPR/MAINT VEHICLES			28.74	
Purchase Order #:	0	Voucher #: 151845	Invoice #: 1133-267805		105.44
Invoice Description:	#792 BATTERY				
404-677-618	RPR/MAINT EQUIPMENT			105.44	
Purchase Order #:	0	Voucher #: 151846	Invoice #: 1133-267810		23.48
Invoice Description:	STK SML EQPMT WIRE/ BATT CBL				
001-210-618	RPR/MAINT EQUIPMENT			23.48	
Purchase Order #:	0	Voucher #: 151847	Invoice #: 1133-267811		14.40
Invoice Description:	STK BATT TRMNLs				
001-210-618	RPR/MAINT EQUIPMENT			14.40	
Purchase Order #:	0	Voucher #: 151848	Invoice #: 1133-267871		12.50
Invoice Description:	STK SM EQPMT THRMST/ FLTR/ GSKT				
001-210-618	RPR/MAINT EQUIPMENT			12.50	
Purchase Order #:	0	Voucher #: 151849	Invoice #: 5491-310807		56.93
Invoice Description:	#816 BATTERY				

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-301-618 RPR/MAINT EQUIPMENT			56.93
		Purchase Order #: 0 Voucher #: 151850 Invoice #: 5491-311346			408.04
		Invoice Description: #410 BATTERIES			
		001-175-618 RPR MAINT/EQUIPMENT			408.04
		Purchase Order #: 0 Voucher #: 151851 Invoice #: 5491-311677			18.98
		Invoice Description: WASH-WAX			
		001-100-516 SUPPLIES/OPERATING			18.98
		Purchase Order #: 0 Voucher #: 151979 Invoice #: 1133-267213			276.90
		Invoice Description: #492 OIL/ FLTRS			
		001-175-510 GAS/OIL			239.90
		001-175-622 RPR/MAINT VEHICLES			37.00
*****	09/04/2024	8532 FORMASPACE LP	Check	No	1,432.62
		Purchase Order #: 240345 Voucher #: 151358 Invoice #: DEPSO11227			1,432.62
		Invoice Description: DEPOSIT- KTCHN FURN			
		001-020-507 EQUIPMENT/SMALL			1,432.62
*****	09/04/2024	6493 BARBARA J. FRANCEZ	Check	No	210.00
		Purchase Order #: 0 Voucher #: 151613 Invoice #: 240809			90.00
		Invoice Description: CARDIO DANCE			
		001-325-612 PROFFESIONAL FEES			90.00
		Purchase Order #: 0 Voucher #: 151621 Invoice #: 240816			120.00
		Invoice Description: CARDIO DANCE			
		001-325-612 PROFFESIONAL FEES			120.00
*****	09/04/2024	710 GALLS, LLC	Check	No	2,540.42
		Purchase Order #: 0 Voucher #: 151505 Invoice #: 028629286			148.66
		Invoice Description: SHIRT/ ARMORSKIN			
		001-100-540 UNIFORMS			148.66
		Purchase Order #: 0 Voucher #: 151506 Invoice #: 028629310			726.94
		Invoice Description: BOOTS/ SHIRTS			
		001-100-540 UNIFORMS			726.94
		Purchase Order #: 0 Voucher #: 151507 Invoice #: 028629326			402.98
		Invoice Description: 2 STINGERS			
		001-100-540 UNIFORMS			402.98
		Purchase Order #: 0 Voucher #: 151508 Invoice #: 028630149			118.03
		Invoice Description: BOOTS			
		001-100-540 UNIFORMS			118.03
		Purchase Order #: 0 Voucher #: 151509 Invoice #: 028640924			150.16
		Invoice Description: TACVEST			
		001-100-540 UNIFORMS			150.16
		Purchase Order #: 0 Voucher #: 151510 Invoice #: 028665726			118.03
		Invoice Description: BOOTS			
		001-100-540 UNIFORMS			118.03
		Purchase Order #: 0 Voucher #: 151511 Invoice #: 028708308			34.99
		Invoice Description: ACCT 4250100 PANTS			
		001-175-540 UNIFORMS			34.99
		Purchase Order #: 0 Voucher #: 151852 Invoice #: 028720490			167.73
		Invoice Description: BOOTS/ SHIRT			
		001-100-540 UNIFORMS			167.73
		Purchase Order #: 0 Voucher #: 151853 Invoice #: 028720500			582.30
		Invoice Description: TROUSERS/ TACVEST/ SHIRTS			
		001-100-540 UNIFORMS			582.30
		Purchase Order #: 0 Voucher #: 151854 Invoice #: 028720501			90.60

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Invoice Description:		SHIRT			
001-100-540 UNIFORMS					90.60
*****	09/04/2024	6483 GARAGE DOOR RESCUE, INC	Check	No	470.08
Purchase Order #: 0		Voucher #: 151693	Invoice #: INV-0066		470.08
Invoice Description:		STN 1 RPR			
001-175-616 RPR/MAINT PLANT/BLDGS					470.08
*****	09/04/2024	6028 GEORGIA EXPO MANUFACTURING COR	Check	No	2,010.63
Purchase Order #: 0		Voucher #: 151359	Invoice #: 0271211-IN		2,010.63
Invoice Description:		DRAPES/ BASES			
001-303-616 RPR/MAINT PLANT/BLDGS					2,010.63
*****	09/04/2024	706 G&J POWER EQUIPMENT INC	Check	No	2,856.28
Purchase Order #: 0		Voucher #: 151855	Invoice #: 669504		113.94
Invoice Description:		STK MOWER BLADES			
001-301-618 RPR/MAINT EQUIPMENT					113.94
Purchase Order #: 0		Voucher #: 151856	Invoice #: 670279		227.10
Invoice Description:		STK BLDS/ TRMMR LN/ PRK BRK CBL			
001-210-516 SUPPLIES/OPERATING					185.90
001-210-618 RPR/MAINT EQUIPMENT					41.20
Purchase Order #: 0		Voucher #: 151857	Invoice #: 670280		90.00
Invoice Description:		STK OIL			
001-200-510 GAS/OIL					90.00
Purchase Order #: 0		Voucher #: 151858	Invoice #: 670407		2,425.24
Invoice Description:		BKPK BLWRS/ TRMMRS/ PL PRUNR			
001-301-507 EQUIPMENT/SMALL					2,425.24
*****	09/04/2024	723 GNG PLUMBING	Check	No	4,546.56
Purchase Order #: 0		Voucher #: 151360	Invoice #: I-64297-1		364.54
Invoice Description:		WTR LEAK RPR			
430-682-620 RPR/MAINT GROUNDS					364.54
Purchase Order #: 0		Voucher #: 151361	Invoice #: 329608		5.52
Invoice Description:		COUPLINGS			
001-210-516 SUPPLIES/OPERATING					5.52
Purchase Order #: 0		Voucher #: 151362	Invoice #: 329663		6.90
Invoice Description:		COUPLINGS			
001-210-516 SUPPLIES/OPERATING					6.90
Purchase Order #: 0		Voucher #: 151512	Invoice #: I-64370-1		144.95
Invoice Description:		GRNDR PMP RPR			
001-100-620 RPR/MAINT GROUNDS					144.95
Purchase Order #: 0		Voucher #: 151513	Invoice #: 329611		71.17
Invoice Description:		RTCHT SET/ NUTS/ BOLTS			
403-676-616 RPR/MAINT PLANT/BLDGS					71.17
Purchase Order #: 0		Voucher #: 151514	Invoice #: 329768		66.82
Invoice Description:		CPLNGS/ PIPE/ ELBOWS			
403-676-516 SUPPLIES/OPERATING					66.82
Purchase Order #: 0		Voucher #: 151515	Invoice #: 329826		75.99
Invoice Description:		MACH SCRW STOP NUT			
403-676-516 SUPPLIES/OPERATING					75.99
Purchase Order #: 240409		Voucher #: 151694	Invoice #: I-64370-2		3,398.25
Invoice Description:		GRNDR PMP RPL			
001-100-620 RPR/MAINT GROUNDS					3,398.25
Purchase Order #: 0		Voucher #: 151695	Invoice #: I-64401-1		391.78
Invoice Description:		F9-12 DRN LN RPR			

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-301-620 RPR/MAINT GROUNDS			391.78
		Purchase Order #: 0 Voucher #: 151696 Invoice #: 329615			3.90
		Invoice Description: CMPRSSN FRRL SLEEVES			
		001-303-616 RPR/MAINT PLANT/BLDGS			3.90
		Purchase Order #: 0 Voucher #: 151859 Invoice #: 329895			16.74
		Invoice Description: ELBOWS			
		001-210-516 SUPPLIES/OPERATING			16.74
*****	09/04/2024	5855 GREENSOUTH SOLUTIONS LLC	Check	No	100,936.26
		Purchase Order #: 0 Voucher #: 151516 Invoice #: 4124			100,936.26
		Invoice Description: BIOSOLIDS CONV MGMT			
		403-676-635 UTILITIES			100,936.26
*****	09/04/2024	769 GULF COAST MEDIA PAYMENT SERVICES	Check	No	749.00
		Purchase Order #: 0 Voucher #: 151980 Invoice #: 477177			749.00
		Invoice Description: BIG BEAUTIFL BALDWIN AD			
		430-682-650 EXHIBITIONS & PROMOTIONS			749.00
*****	09/04/2024	5627 GULF COAST ORGANIC, INC	Check	No	917.46
		Purchase Order #: 0 Voucher #: 151697 Invoice #: 51268			45.00
		Invoice Description: ANCHOR AG			
		001-614-734 SHOOTING RANGE			45.00
		Purchase Order #: 0 Voucher #: 151698 Invoice #: 51357			802.76
		Invoice Description: IRRGTN ROTORS			
		001-301-620 RPR/MAINT GROUNDS			802.76
		Purchase Order #: 0 Voucher #: 151699 Invoice #: 51381			69.70
		Invoice Description: HERBICIDE			
		001-614-734 SHOOTING RANGE			69.70
*****	09/04/2024	789 GULF SHORES POWER SPORTS	Check	No	1,917.33
		Purchase Order #: 0 Voucher #: 151517 Invoice #: 94053015			467.55
		Invoice Description: LESS 6.26 TAX #388 RPR			
		001-410-618 RPR/MAINT EQUIPMENT			467.55
		Purchase Order #: 0 Voucher #: 151518 Invoice #: 94053177			422.31
		Invoice Description: LESS \$8.48 TAX #381 RPR			
		001-410-618 RPR/MAINT EQUIPMENT			422.31
		Purchase Order #: 0 Voucher #: 151700 Invoice #: 95371551			41.98
		Invoice Description: #382 TIE ROD ENDS/ BELLOWS			
		001-410-618 RPR/MAINT EQUIPMENT			41.98
		Purchase Order #: 0 Voucher #: 151701 Invoice #: 95371586			297.99
		Invoice Description: #472 SEAT CUSHION ASSM			
		001-175-622 RPR/MAINT VEHICLES			297.99
		Purchase Order #: 0 Voucher #: 151860 Invoice #: 94053062			577.51
		Invoice Description: #295 REPAIR			
		001-100-622 RPR/MAINT VEHICLES			577.51
		Purchase Order #: 0 Voucher #: 151861 Invoice #: 95371842			109.99
		Invoice Description: #324 FUEL PUMP			
		001-614-731 GOMESA			109.99
*****	09/04/2024	8529 GULF SOUTH METALS, LLC	Check	No	6,500.00
		Purchase Order #: 240338 Voucher #: 151519 Invoice #: 11840			6,500.00
		Invoice Description: COMM CTR SHUTTERS			
		001-601-731 ADMIN CAPITAL PROJECTS			6,500.00
*****	09/04/2024	792 GULF STATES DISTRIBUTORS	Check	No	1,241.00
		Purchase Order #: 0 Voucher #: 151363 Invoice #: 1472007-IN			113.00

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> PANTS					
	001-100-540	UNIFORMS			113.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151364	<i>Invoice #:</i> 1472143-IN		162.00
<i>Invoice Description:</i> PANTS					
	001-100-540	UNIFORMS			162.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151702	<i>Invoice #:</i> 1472221-IN		58.00
<i>Invoice Description:</i> NAME BARS					
	001-175-540	UNIFORMS			58.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151703	<i>Invoice #:</i> 1472355-IN		99.00
<i>Invoice Description:</i> BOOTS					
	001-175-540	UNIFORMS			99.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151704	<i>Invoice #:</i> 1472402-IN		192.00
<i>Invoice Description:</i> SHIRTS					
	001-175-540	UNIFORMS			192.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151705	<i>Invoice #:</i> 1472502-CM		-99.00
<i>Invoice Description:</i> CRDT- BOOTS					
	001-175-540	UNIFORMS			-99.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151862	<i>Invoice #:</i> 1472512-IN		207.00
<i>Invoice Description:</i> PANTS					
	001-175-540	UNIFORMS			207.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151863	<i>Invoice #:</i> 1172778-IN		509.00
<i>Invoice Description:</i> BODY ARMOR					
	001-110-540	UNIFORMS			509.00
***** 09/04/2024	6811	GYM-WORX, LLC	Check	No	783.52
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151864	<i>Invoice #:</i> I85875PM		783.52
<i>Invoice Description:</i> MNTHLY PREV MAINT					
	001-325-612	PROFESSIONAL FEES			783.52
***** 09/04/2024	8074	HAAS ALERT	Check	No	1,995.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151981	<i>Invoice #:</i> INV10395		1,995.00
<i>Invoice Description:</i> 8/24-8/25 CLOUD SVC FEE					
	001-175-612	PROFESSIONAL FEES			1,995.00
***** 09/04/2024	806	HACH COMPANY	Check	No	2,073.71
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151520	<i>Invoice #:</i> 14140018		1,834.46
<i>Invoice Description:</i> SMPLRS/ FLTRS/ AGAR PLTS					
	403-676-516	SUPPLIES/OPERATING			1,834.46
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151521	<i>Invoice #:</i> 14143843		239.25
<i>Invoice Description:</i> NESSLER RGT					
	403-676-516	SUPPLIES/OPERATING			239.25
***** 09/04/2024	807	HALL'S AUTO SUPPLY	Check	No	67.50
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151865	<i>Invoice #:</i> 39073		67.50
<i>Invoice Description:</i> #711 HYDRAULIC HOSE					
	001-210-618	RPR/MAINT EQUIPMENT			67.50
***** 09/04/2024	8534	HART GOLF	Check	No	513.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151365	<i>Invoice #:</i> 5978		513.00
<i>Invoice Description:</i> COINS/ HAT CLIPS/ RPR TOOLS					
	001-303-660	COST OF GOODS SOLD RETAIL			513.00
***** 09/04/2024	1335	HENRY SCHEIN INC	Check	No	3,723.89
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151522	<i>Invoice #:</i> 99442526		1,071.07
<i>Invoice Description:</i> EMS SUPPLIES					
	001-175-516	SUPPLIES/OPERATING			1,071.07

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 151523	Invoice #: 999611793		298.74
Invoice Description:	EMS SUPPLIES				
001-175-516	SUPPLIES/OPERATING				298.74
Purchase Order #:	0	Voucher #: 151524	Invoice #: 99611839		149.37
Invoice Description:	EMS SUPPLIES				
001-175-516	SUPPLIES/OPERATING				149.37
Purchase Order #:	0	Voucher #: 151525	Invoice #: 99623799		149.37
Invoice Description:	EMS SUPPLIES				
001-175-516	SUPPLIES/OPERATING				149.37
Purchase Order #:	0	Voucher #: 151526	Invoice #: 99702202		681.45
Invoice Description:	EMS SUPPLIES				
001-175-516	SUPPLIES/OPERATING				681.45
Purchase Order #:	0	Voucher #: 151527	Invoice #: 99738519		837.57
Invoice Description:	EMS SUPPLIES				
001-175-516	SUPPLIES/OPERATING				837.57
Purchase Order #:	0	Voucher #: 151706	Invoice #: 99776960		536.32
Invoice Description:	EMS SUPPLIES				
001-175-516	SUPPLIES/OPERATING				536.32
*****	09/04/2024	5988 HERITAGE LANDSCAPE SUPPLY GROUP	Check	No	141.80
Purchase Order #:	0	Voucher #: 151528	Invoice #: 0017154262-001		141.80
Invoice Description:	ANGL VLVS/ PVC PIPE/ NZZLS				
001-210-516	SUPPLIES/OPERATING				141.80
*****	09/04/2024	8310 JOAN G. HILL	Check	No	60.00
Purchase Order #:	0	Voucher #: 151707	Invoice #: 063		60.00
Invoice Description:	8/05-8/09/24 WTR FTNSS CLSS				
001-302-612	PROFESSIONAL FEES				60.00
*****	09/04/2024	3579 HOBBY LOBBY	Check	No	200.50
Purchase Order #:	0	Voucher #: 151366	Invoice #: 132849636		110.85
Invoice Description:	'ALC' FABRIC/ RIBBON				
001-375-636	PRODUCTION COST				110.85
Purchase Order #:	0	Voucher #: 151367	Invoice #: 132944069		26.88
Invoice Description:	'ALC' FABRIC/ MUSHROOM PROPS				
001-375-636	PRODUCTION COST				26.88
Purchase Order #:	0	Voucher #: 151866	Invoice #: 133075740		62.77
Invoice Description:	'ALC' RIBBON/ JEWELRY				
001-375-636	PRODUCTION COST				62.77
*****	09/04/2024	865 HOOD'S DISCOUNT HOME CTR.	Check	No	1,000.00
Purchase Order #:	0	Voucher #: 151529	Invoice #: 240805		1,000.00
Invoice Description:	BOULDERS				
001-614-736	ROSEMARY TRAIL CABINS				1,000.00
*****	09/04/2024	8328 HOODZ OF NW FL & BALDWIN CO AL	Check	No	572.00
Purchase Order #:	0	Voucher #: 151530	Invoice #: 979665		572.00
Invoice Description:	COMM CTR KTCHN HOOD CLN				
411-681-616	RPR/MAINT BUILDING				572.00
*****	09/04/2024	7822 ICE PLANT, INC.	Check	No	2,657.45
Purchase Order #:	0	Voucher #: 151368	Invoice #: 46-4917682		135.00
Invoice Description:	90 BAGS ICE				
001-200-516	SUPPLIES/OPERATING				135.00
Purchase Order #:	0	Voucher #: 151369	Invoice #: 47-418604		339.30
Invoice Description:	234 BAGS ICE				

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
001-301-516		SUPPLIES/OPERATING			339.30
Purchase Order #:	0	Voucher #: 151531	Invoice #: 28-471015		78.30
Invoice Description:		54 BAGS ICE			
001-301-516		SUPPLIES/OPERATING			78.30
Purchase Order #:	0	Voucher #: 151532	Invoice #: 46-4916881		156.60
Invoice Description:		108 BAGS ICE			
001-301-516		SUPPLIES/OPERATING			156.60
Purchase Order #:	0	Voucher #: 151533	Invoice #: 46-4917078		100.05
Invoice Description:		69 BAGS ICE			
001-301-516		SUPPLIES/OPERATING			100.05
Purchase Order #:	0	Voucher #: 151534	Invoice #: 46-4917219		313.20
Invoice Description:		216 BAGS ICE			
001-301-516		SUPPLIES/OPERATING			313.20
Purchase Order #:	0	Voucher #: 151535	Invoice #: 46-4917684		297.00
Invoice Description:		198 BAGS ICE			
001-200-516		SUPPLIES/OPERATING			148.50
001-210-516		SUPPLIES/OPERATING			148.50
Purchase Order #:	0	Voucher #: 151536	Invoice #: 46-4917724		108.00
Invoice Description:		72 BAGS ICE			
404-677-516		SUPPLIES/OPERATING			108.00
Purchase Order #:	0	Voucher #: 151708	Invoice #: 46-4917674		261.00
Invoice Description:		180 BAGS ICE			
001-301-516		SUPPLIES/OPERATING			261.00
Purchase Order #:	0	Voucher #: 151709	Invoice #: 46-4917711		174.00
Invoice Description:		120 BAGS ICE			
001-301-516		SUPPLIES/OPERATING			174.00
Purchase Order #:	0	Voucher #: 151710	Invoice #: 46-4917744		261.00
Invoice Description:		180 BAGS ICE			
001-301-516		SUPPLIES/OPERATING			261.00
Purchase Order #:	0	Voucher #: 151711	Invoice #: 46-4917773		116.00
Invoice Description:		80 BAGS ICE			
001-301-516		SUPPLIES/OPERATING			116.00
Purchase Order #:	0	Voucher #: 151867	Invoice #: 46-4917756		243.00
Invoice Description:		162 BAGS ICE			
001-210-516		SUPPLIES/OPERATING			121.50
404-677-516		SUPPLIES/OPERATING			121.50
Purchase Order #:	0	Voucher #: 151868	Invoice #: 46-4917770		75.00
Invoice Description:		50 BAGS ICE			
001-200-516		SUPPLIES/OPERATING			75.00
*****	09/04/2024	230 IMPERIAL DADE	Check	No	3,191.13
Purchase Order #:	0	Voucher #: 151370	Invoice #: 17380956		38.00
Invoice Description:		VINEGAR/ BLEACH			
001-304-513		SUPPLIES/JANITORIAL			38.00
Purchase Order #:	0	Voucher #: 151371	Invoice #: 35039012		918.13
Invoice Description:		CAN LNRS/ P-TWLS/ T-TISS/ URNL SCRNS			
001-010-513		SUPPLIES/JANITORIAL			918.13
Purchase Order #:	0	Voucher #: 151712	Invoice #: 35089391		2,197.75
Invoice Description:		DISINF WPS/ P-TWLS/ T-TISS/ CAN LNRS			
001-325-513		SUPPLIES/JANITORIAL			2,197.75
Purchase Order #:	0	Voucher #: 151713	Invoice #: 35089393		37.25
Invoice Description:		GLOVES			
001-325-513		SUPPLIES/JANITORIAL			37.25

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	09/04/2024	6022 INNER PARISH SECURITY CORP	Check	No	2,502.41
	Purchase Order #: 0	Voucher #: 151869	Invoice #: 459864		2,502.41
	Invoice Description:	AUG 2024			
	001-001-612	PROFESSIONAL FEES			1,411.44
	001-325-612	PROFESSIONAL FEES			545.48
	001-301-612	PROFESSIONAL FEES			545.49
*****	09/04/2024	940 INTERSTATE PRINTING & GRAPHICS INC	Check	No	184.00
	Purchase Order #: 0	Voucher #: 151870	Invoice #: 44379		138.00
	Invoice Description:	BIZ CRDS- 3 CNCL MBRS			
	001-001-516	SUPPLIES/OPERATING			138.00
	Purchase Order #: 0	Voucher #: 151871	Invoice #: 44380		46.00
	Invoice Description:	E DAILEY BIZ CRDS			
	001-300-516	SUPPLIES/OPERATING			46.00
*****	09/04/2024	3760 ISLAND AIR CONDITIONING & HEATING, INC.	Check	No	13,692.30
	Purchase Order #: 240315	Voucher #: 151372	Invoice #: 76079		13,692.30
	Invoice Description:	HVAC DUCTS			
	001-604-710	POLICE STATION CONSTRUCTI			13,692.30
*****	09/04/2024	7939 ISLAND THRIFT	Check	No	30.00
	Purchase Order #: 0	Voucher #: 151872	Invoice #: 6311-23		30.00
	Invoice Description:	DRESS- FBRC ARTS CLSS			
	001-350-516	SUPPLIES/OPERATING			30.00
*****	09/04/2024	871 JIM HOUSE & ASSOCIATES	Check	No	2,938.50
	Purchase Order #: 240392	Voucher #: 151537	Invoice #: 23449		2,737.00
	Invoice Description:	GRO BLOWER			
	403-676-616	RPR/MAINT PLANT/BLDGS			2,737.00
	Purchase Order #: 0	Voucher #: 151538	Invoice #: 23457		201.50
	Invoice Description:	FREIGHT FOR MOTOR			
	403-676-516	SUPPLIES/OPERATING			201.50
*****	09/04/2024	7638 JOHN G WALTON CONSTRUCTION CO., INC	Check	No	469,220.61
	Purchase Order #: 0	Voucher #: 151873	Invoice #: 21		394,029.56
	Invoice Description:	CANAL RD #21- FNL CITY PTN			
	001-615-703	RESTORE - CANAL ROAD EAST			394,029.56
	Purchase Order #: 0	Voucher #: 151874	Invoice #: 21A		75,191.05
	Invoice Description:	CANAL RD #21- FNL RESTORE PTN			
	001-615-703	RESTORE - CANAL ROAD EAST			75,191.05
*****	09/04/2024	7210 JOHNSTON HAGMAIER LLP	Check	No	260.00
	Purchase Order #: 0	Voucher #: 151539	Invoice #: 20240014		260.00
	Invoice Description:	REAL ESTATE LEGAL CNSLT			
	001-001-612	PROFESSIONAL FEES			260.00
*****	09/04/2024	5769 JONES WALKER	Check	No	7,303.26
	Purchase Order #: 0	Voucher #: 151540	Invoice #: 1234604		7,303.26
	Invoice Description:	REAL ESTATE ATTY			
	001-001-612	PROFESSIONAL FEES			7,303.26
*****	09/04/2024	8365 JUSTIN BEASLEY CONSTRUCTION, LLC	Check	No	33,660.00
	Purchase Order #: 240320	Voucher #: 151714	Invoice #: 48		29,880.00
	Invoice Description:	4980 SF CNCRT SDWLK			
	001-614-734	SHOOTING RANGE			29,880.00
	Purchase Order #: 240407	Voucher #: 151715	Invoice #: 49		3,780.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i>		630 SF CNCRT PADS			
	001-614-734	SHOOTING RANGE			3,780.00
*****	09/04/2024	1105 KENTWOOD SPRINGS WATER CO	Check	No	353.64
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151373	<i>Invoice #:</i> 19478530 080924		353.64
<i>Invoice Description:</i>		WATER COOLERS			
	001-410-516	SUPPLIES/OPERATING			353.64
*****	09/04/2024	6126 LADSCO	Check	No	555.35
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151374	<i>Invoice #:</i> 47902		555.35
<i>Invoice Description:</i>		EXIT TRIM			
	430-682-620	RPR/MAINT GROUNDS			555.35
*****	09/04/2024	5305 LAZZARI TRUCK REPAIR, INC.	Check	No	8,754.78
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151875	<i>Invoice #:</i> W41749		965.26
<i>Invoice Description:</i>		#703 REPAIR			
	001-200-618	RPR/MAINT EQUIPMENT			965.26
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151876	<i>Invoice #:</i> W42062		1,759.72
<i>Invoice Description:</i>		#902 EGR VLV REPL			
	404-677-618	RPR/MAINT EQUIPMENT			1,759.72
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151877	<i>Invoice #:</i> W42075		1,873.68
<i>Invoice Description:</i>		#747 AC REPAIR			
	001-200-618	RPR/MAINT EQUIPMENT			1,873.68
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151878	<i>Invoice #:</i> W42155		1,139.28
<i>Invoice Description:</i>		#906 ECM UPDATE			
	404-677-622	RPR/MAINT VEHICLES			1,139.28
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151879	<i>Invoice #:</i> W42194		765.17
<i>Invoice Description:</i>		#747 AC PARTS			
	001-200-618	RPR/MAINT EQUIPMENT			765.17
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151880	<i>Invoice #:</i> W42285		2,251.67
<i>Invoice Description:</i>		#906 REPAIR			
	404-677-618	RPR/MAINT EQUIPMENT			2,251.67
*****	09/04/2024	1234 LIBERTY LINEN	Check	No	2,426.70
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151375	<i>Invoice #:</i> 213810		85.00
<i>Invoice Description:</i>		CUPS			
	001-303-516	SUPPLIES/OPERATING			85.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151376	<i>Invoice #:</i> 213849		166.00
<i>Invoice Description:</i>		T-TISSUE			
	430-682-513	SUPPLIES/JANITORIAL			166.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151377	<i>Invoice #:</i> 213863		80.00
<i>Invoice Description:</i>		GLOVES			
	001-410-513	SUPPLIES/JANITORIAL			80.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151378	<i>Invoice #:</i> 213954		41.20
<i>Invoice Description:</i>		T-TISSUE			
	001-010-513	SUPPLIES/JANITORIAL			41.20
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151541	<i>Invoice #:</i> 213859		335.38
<i>Invoice Description:</i>		T-TISS/ CAN LNRS/ PLASTICWARE			
	403-676-516	SUPPLIES/OPERATING			335.38
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151542	<i>Invoice #:</i> 213901		41.54
<i>Invoice Description:</i>		DAWN			
	001-410-513	SUPPLIES/JANITORIAL			41.54
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151543	<i>Invoice #:</i> 213919		228.74
<i>Invoice Description:</i>		LYSOL/ GLOVES			
	001-110-513	SUPPLIES/JANITORIAL			130.32

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-110-516 SUPPLIES/OPERATING			98.42
	Purchase Order #:	0	Voucher #: 151544	Invoice #: 213935	913.90
	Invoice Description:	CAN LNRS/ LNDY DET/ HND SP/ DEGRSR			
		001-200-513 SUPPLIES/JANITORIAL			913.90
	Purchase Order #:	0	Voucher #: 151545	Invoice #: 213936	289.32
	Invoice Description:	CAN LNRS/ GLVS/ P-TWLS/ BLCH			
		001-410-513 SUPPLIES/JANITORIAL			145.32
		001-410-652 STATE PARK EXPENSES			144.00
	Purchase Order #:	0	Voucher #: 151716	Invoice #: 213514	102.62
	Invoice Description:	P-TWLS/ CAN LNRS			
		001-410-513 SUPPLIES/JANITORIAL			102.62
	Purchase Order #:	0	Voucher #: 151881	Invoice #: 214167	143.00
	Invoice Description:	CAN LINERS			
		001-410-513 SUPPLIES/JANITORIAL			47.00
		001-410-652 STATE PARK EXPENSES			96.00
*****	09/04/2024	1259 LOWE'S COMPANIES, INC	Check	No	4,729.70
	Purchase Order #:	0	Voucher #: 151379	Invoice #: 971972	236.89
	Invoice Description:	CONST ADHSV/ SPRY PNT/ SCRWS			
		001-614-734 SHOOTING RANGE			236.89
	Purchase Order #:	0	Voucher #: 151380	Invoice #: 72305	652.86
	Invoice Description:	EDGING/ SPIKES			
		001-210-620 RPR/MAINT GROUNDS			652.86
	Purchase Order #:	0	Voucher #: 151381	Invoice #: 79999	1,106.71
	Invoice Description:	CABINETRY			
		430-682-507 EQUIPMENT/SMALL			1,106.71
	Purchase Order #:	0	Voucher #: 151382	Invoice #: 80046	386.14
	Invoice Description:	COUNTERTOPS			
		430-682-507 EQUIPMENT/SMALL			386.14
	Purchase Order #:	0	Voucher #: 151383	Invoice #: 83819	275.15
	Invoice Description:	'ALC' GAP FLLR/ STPLR/ SPKLNG/ TAPE			
		001-375-516 SUPPLIES/OPERATING			136.87
		001-375-636 PRODUCTION COST			138.28
	Purchase Order #:	0	Voucher #: 151546	Invoice #: 79312	27.53
	Invoice Description:	8' SQR ALUM TUBE			
		001-410-652 STATE PARK EXPENSES			27.53
	Purchase Order #:	0	Voucher #: 151717	Invoice #: 72463	807.22
	Invoice Description:	HMMR DRLLS/ TOOL SET/ MEAS TAPE			
		001-301-507 EQUIPMENT/SMALL			807.22
	Purchase Order #:	0	Voucher #: 151718	Invoice #: 975323	407.64
	Invoice Description:	SHWR SEAT			
		001-302-616 RPR/MAINT PLANT/BLDGS			407.64
	Purchase Order #:	0	Voucher #: 151719	Invoice #: 98766	249.73
	Invoice Description:	MINI FRDG/ CAULK/ SNIPS			
		001-614-734 SHOOTING RANGE			249.73
	Purchase Order #:	0	Voucher #: 151882	Invoice #: 86124	205.88
	Invoice Description:	GRG CBNT/ LMBR/ PVC CTTR			
		001-350-516 SUPPLIES/OPERATING			188.52
		001-325-516 SUPPLIES/OPERATING			17.36
	Purchase Order #:	0	Voucher #: 151883	Invoice #: 98670	246.05
	Invoice Description:	FRAMING NAILER			
		001-200-507 EQUIPMENT/SMALL			246.05
	Purchase Order #:	0	Voucher #: 151884	Invoice #: 98806	113.52

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> WASP SPRAY					
		411-681-516 SUPPLIES/OPERATING			113.52
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151885	<i>Invoice #:</i> 99864		14.38
<i>Invoice Description:</i> DRLL BITS/ ELEC BX CVR					
		001-375-516 SUPPLIES/OPERATING			14.38
*****	09/04/2024	7402 LYLE MACHINERY CO	Check	No	224.56
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151886	<i>Invoice #:</i> P47208		224.56
<i>Invoice Description:</i> #0601 DECK WHEELS					
		001-200-618 RPR/MAINT EQUIPMENT			224.56
*****	09/04/2024	1316 MAGNOLIA LANDSCAPE SUPPLY	Check	No	29.90
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151547	<i>Invoice #:</i> 193580		29.90
<i>Invoice Description:</i> DWRF GRDNIS - ARTS CTR					
		001-210-516 SUPPLIES/OPERATING			29.90
*****	09/04/2024	8057 LAUREN C. McCAGHREN	Check	No	150.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151614	<i>Invoice #:</i> 240809		90.00
<i>Invoice Description:</i> CRDO DNC/ DNC PRY					
		001-325-612 PROFESSIONAL FEES			90.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151622	<i>Invoice #:</i> 240816		60.00
<i>Invoice Description:</i> CRDO DNC/ DNC PRY					
		001-325-612 PROFESSIONAL FEES			60.00
*****	09/04/2024	3667 McCOLLOUGH ARCHITECTURE, INC.	Check	No	1,000.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151887	<i>Invoice #:</i> 5423		1,000.00
<i>Invoice Description:</i> FINANCE CONST 5					
		001-601-731 ADMIN CAPITAL PROJECTS			1,000.00
*****	09/04/2024	7613 MCCOY FIRE & SAFETY, INC	Check	No	3,453.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151384	<i>Invoice #:</i> 12472491		688.00
<i>Invoice Description:</i> FIRE EXTNGSHR INSP					
		001-100-516 SUPPLIES/OPERATING			688.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151548	<i>Invoice #:</i> 12472090		150.00
<i>Invoice Description:</i> ANNL FR ALRM INSP					
		001-001-616 RPR/MAINT PLANT/BLDGS			150.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151549	<i>Invoice #:</i> 12472539		35.00
<i>Invoice Description:</i> EXTRNGSHR INSP/ 2.5 LB EXTGSHR					
		001-100-516 SUPPLIES/OPERATING			35.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151720	<i>Invoice #:</i> 12472560		15.00
<i>Invoice Description:</i> ANNL FR EXTNGSHR INSP					
		001-410-620 RPR/MAINT GROUNDS			15.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151721	<i>Invoice #:</i> 12472610		1,905.00
<i>Invoice Description:</i> FR SPRNKLR RPR					
		001-325-616 RPR/MAINT PLANT/BLDGS			1,905.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151888	<i>Invoice #:</i> 12472452		30.00
<i>Invoice Description:</i> ANNL EXTNGSHR INSP					
		001-030-616 RPR/MAINT PLANT/BLDG			30.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151889	<i>Invoice #:</i> 12472639		630.00
<i>Invoice Description:</i> SPRNKLR INSP					
		001-200-612 PROFESSIONAL FEES			630.00
*****	09/04/2024	5259 M D THOMAS CONSTRUCTION LLC	Check	No	10,813.50
<i>Purchase Order #:</i>	240386	<i>Voucher #:</i> 151890	<i>Invoice #:</i> C24990-4		8,341.50
<i>Invoice Description:</i> PNT/ SHTRK/ GEN CONST					
		001-604-710 POLICE STATION CONSTRUCTI			8,341.50

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		Purchase Order #: 240386 Voucher #: 151891 Invoice #: C24990-5			2,472.00
		Invoice Description: PNT/ SHTRK/ GEN CONST			
		001-604-710 POLICE STATION CONSTRUCTI			2,472.00
*****	09/04/2024	6179 MEDIACOM	Check	No	968.21
		Purchase Order #: 0 Voucher #: 151892 Invoice #: 24-08F			10.53
		Invoice Description: ACCT 5508 AUG 2024			
		001-175-635 UTILITIES			10.53
		Purchase Order #: 0 Voucher #: 151893 Invoice #: 24-09			957.68
		Invoice Description: ACCT 4667 SEPT 2024			
		001-325-612 PROFESSIONAL FEES			957.68
*****	09/04/2024	5184 METAL ROOFING CENTER & SUPPLY	Check	No	234.00
		Purchase Order #: 0 Voucher #: 151550 Invoice #: 221106			234.00
		Invoice Description: TRIM			
		001-614-734 SHOOTING RANGE			234.00
*****	09/04/2024	7211 MOBILE LUMBER & BUILDING MATERIALS INC	Check	No	2,370.00
		Purchase Order #: 0 Voucher #: 151722 Invoice #: 273300			2,370.00
		Invoice Description: LUMBER/ TRUSS PLATES			
		001-303-616 RPR/MAINT PLANT/BLDGS			2,370.00
*****	09/04/2024	5766 MODERN SIGNS LLC	Check	No	5,730.00
		Purchase Order #: 240311 Voucher #: 151551 Invoice #: 24-2548			5,730.00
		Invoice Description: DRCTNL SIGNS- CTY HLL/ FINANCE			
		001-601-731 ADMIN CAPITAL PROJECTS			5,730.00
*****	09/04/2024	3634 MOTOROLA SOLUTIONS, INC	Check	No	4,968.00
		Purchase Order #: 240356 Voucher #: 151894 Invoice #: 1411109350			4,968.00
		Invoice Description: YR 1 BODY CMRAS/ VDOMGR CLD			
		001-604-730 POLICE CAPITAL EQUIPMENT			4,968.00
*****	09/04/2024	1390 MOYER FORD SALES, INC	Check	No	2,303.09
		Purchase Order #: 0 Voucher #: 151385 Invoice #: 714899			184.80
		Invoice Description: #803 SENSOR ASSM			
		430-682-622 RPR/MAINT VEHICLES			184.80
		Purchase Order #: 0 Voucher #: 151723 Invoice #: 430204			1,601.38
		Invoice Description: #376 CNNCTRS/ TRNSMSSN OIL/ SNSR			
		001-410-622 RPR/MAINT VEHICLES			1,601.38
		Purchase Order #: 0 Voucher #: 151895 Invoice #: 714992			494.40
		Invoice Description: #342 AC CORE/ RDTR/ HTR HS CLMP			
		001-410-622 RPR/MAINT VEHICLES			494.40
		Purchase Order #: 0 Voucher #: 151896 Invoice #: 715046			22.51
		Invoice Description: #312 THRMST ASSM/ SEAL			
		001-410-622 RPR/MAINT VEHICLES			22.51
*****	09/04/2024	1379 MPH INDUSTRIES, INC	Check	No	9,944.00
		Purchase Order #: 240378 Voucher #: 151724 Invoice #: 6024079			9,944.00
		Invoice Description: #24-218,219,220,221 RADARS			
		001-604-730 POLICE CAPITAL EQUIPMENT			9,944.00
*****	09/04/2024	7132 MICHELLE MURPHY	Check	No	240.00
		Purchase Order #: 0 Voucher #: 151615 Invoice #: 240809			120.00
		Invoice Description: ZUMBA			
		001-325-612 PROFESSIONAL FEES			120.00
		Purchase Order #: 0 Voucher #: 151623 Invoice #: 240816			120.00
		Invoice Description: ZUMBA			

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-325-612 PROFESSIONAL FEES			120.00
*****	09/04/2024	1419 NAFECO, INC	Check	No	112.00
	Purchase Order #:	240367	Voucher #:	151725	Invoice #: 1291010
	Invoice Description:	CARABINERS			112.00
		001-175-507 EQUIPMENT/SMALL			112.00
*****	09/04/2024	7860 LISA R. NIX	Check	No	60.00
	Purchase Order #:	0	Voucher #:	151616	Invoice #: 240809
	Invoice Description:	HIIT			30.00
		001-325-612 PROFESSIONAL FEES			30.00
	Purchase Order #:	0	Voucher #:	151624	Invoice #: 240816
	Invoice Description:	HIIT			30.00
		001-325-612 PROFESSIONAL FEES			30.00
*****	09/04/2024	7603 NIXON POWER SERVICES, LLC	Check	No	2,874.04
	Purchase Order #:	240246	Voucher #:	151897	Invoice #: SLS000446016
	Invoice Description:	STN 2 GNRTR RPR			2,874.04
		001-175-616 RPR/MAINT PLANT/BLDGS			2,874.04
*****	09/04/2024	1515 ODP OFFICE SOLUTIONS, LLC	Check	No	2,243.88
	Purchase Order #:	0	Voucher #:	151552	Invoice #: 370477633001
	Invoice Description:	STAMP			30.99
		001-110-516 SUPPLIES/OPERATING			30.99
	Purchase Order #:	0	Voucher #:	151553	Invoice #: 370480297001
	Invoice Description:	FL FLDRS			23.32
		001-110-516 SUPPLIES/OPERATING			23.32
	Purchase Order #:	0	Voucher #:	151554	Invoice #: 372308422001
	Invoice Description:	TONER			447.89
		001-100-516 SUPPLIES/OPERATING			447.89
	Purchase Order #:	0	Voucher #:	151555	Invoice #: 374321077001
	Invoice Description:	TONER			152.46
		001-110-516 SUPPLIES/OPERATING			152.46
	Purchase Order #:	0	Voucher #:	151556	Invoice #: 374445913001
	Invoice Description:	TONER/ INK/ WIPES/ DAWN			623.23
		001-100-516 SUPPLIES/OPERATING			111.34
		001-120-516 SUPPLIES/OPERATING			511.89
	Purchase Order #:	0	Voucher #:	151557	Invoice #: 380012048001
	Invoice Description:	INK/ TONER/ COPY PPR/ PENS			380.79
		001-100-516 SUPPLIES/OPERATING			43.66
		001-110-516 SUPPLIES/OPERATING			233.56
		001-120-516 SUPPLIES/OPERATING			103.57
	Purchase Order #:	0	Voucher #:	151558	Invoice #: 380015726001
	Invoice Description:	SWIFFER REFILLS			71.22
		001-120-516 SUPPLIES/OPERATING			71.22
	Purchase Order #:	0	Voucher #:	151726	Invoice #: 379815416001
	Invoice Description:	OFC CHAIR			186.47
		001-100-507 EQUIPMENT/SMALL			186.47
	Purchase Order #:	0	Voucher #:	151898	Invoice #: 378805882001
	Invoice Description:	PLNNRS/ COPY PPR			158.13
		001-200-516 SUPPLIES/OPERATING			158.13
	Purchase Order #:	0	Voucher #:	151899	Invoice #: 3814202328001
	Invoice Description:	TONER			169.38
		403-676-516 SUPPLIES/OPERATING			169.38

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	09/04/2024	6752 ORANGE BEACH HARDWARE STORE	Check	No	381.71
Purchase Order #:	0	Voucher #: 151386	Invoice #: 34600		0.22
Invoice Description:	GALV FASTENER				
	001-410-516	SUPPLIES/OPERATING			0.22
Purchase Order #:	0	Voucher #: 151559	Invoice #: 34844		1.50
Invoice Description:	STNLSS STL FASTENERS				
	001-614-731	GOMESA			1.50
Purchase Order #:	0	Voucher #: 151900	Invoice #: 35284		379.99
Invoice Description:	PRSSR WSHR				
	001-410-507	EQUIPMENT/SMALL			379.99
*****	09/04/2024	7105 ORIGINAL WATERMEN, INC	Check	No	456.00
Purchase Order #:	0	Voucher #: 151982	Invoice #: 85968		456.00
Invoice Description:	BOARD SHORTS				
	001-175-540	UNIFORMS			456.00
*****	09/04/2024	6345 PACESETTER PERSONNEL SERVICES	Check	No	8,182.71
Purchase Order #:	0	Voucher #: 151387	Invoice #: 91589PEN		1,929.60
Invoice Description:	07/29-08/02/24 LABOR				
	001-210-612	PROFESSIONAL FEES			1,929.60
Purchase Order #:	0	Voucher #: 151901	Invoice #: 91423PEN		2,219.04
Invoice Description:	06/10-06/14/24 LABOR				
	001-210-612	PROFESSIONAL FEES			2,219.04
Purchase Order #:	0	Voucher #: 151902	Invoice #: 91628PEN		2,490.39
Invoice Description:	08/05-08/10/24 LABOR				
	001-210-612	PROFESSIONAL FEES			2,490.39
Purchase Order #:	0	Voucher #: 151903	Invoice #: 91634PEN		1,543.68
Invoice Description:	08/13-08/16/24 LABOR				
	001-210-612	PROFESSIONAL FEES			1,543.68
*****	09/04/2024	6382 PARIS ACE HARDWARE	Check	No	4,739.08
Purchase Order #:	0	Voucher #: 151388	Invoice #: 31406085		5.36
Invoice Description:	#342 NUTS/ BOLTS				
	001-410-622	RPR/MAINT VEHICLES			5.36
Purchase Order #:	0	Voucher #: 151389	Invoice #: 35401970		49.62
Invoice Description:	CONCRT SEALER/ SEALANT				
	001-410-516	SUPPLIES/OPERATING			49.62
Purchase Order #:	0	Voucher #: 151390	Invoice #: 35402204		40.30
Invoice Description:	CHISELS/ SPRY PNT/ SPR GLUE				
	001-410-516	SUPPLIES/OPERATING			40.30
Purchase Order #:	0	Voucher #: 151391	Invoice #: 35402205		96.51
Invoice Description:	SEALANT/ CBL TIES/ CONN WR				
	001-410-516	SUPPLIES/OPERATING			96.51
Purchase Order #:	0	Voucher #: 151392	Invoice #: 35403965		99.98
Invoice Description:	FRYING OIL				
	001-100-516	SUPPLIES/OPERATING			99.98
Purchase Order #:	0	Voucher #: 151393	Invoice #: 35403989		26.98
Invoice Description:	SMOKER PELLETS				
	001-100-516	SUPPLIES/OPERATING			26.98
Purchase Order #:	0	Voucher #: 151394	Invoice #: 35404371		615.72
Invoice Description:	PADLOCKS				
	001-301-507	EQUIPMENT/SMALL			615.72
Purchase Order #:	0	Voucher #: 151395	Invoice #: 35404828		77.62
Invoice Description:	RTCHT STRPS/ CBL TIES				

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	001-375-516	SUPPLIES/OPERATING			77.62
	Purchase Order #:	0	Voucher #: 151396	Invoice #: 35404831	8.08
	Invoice Description:	EAR PLUGS/ TRMNL RNG			
	001-301-516	SUPPLIES/OPERATING			8.08
	Purchase Order #:	0	Voucher #: 151397	Invoice #: 35404832	113.44
	Invoice Description:	RECIP SAW BLDG/ PLIERS/ WRNCH/ JIGSAW BLD			
	001-410-516	SUPPLIES/OPERATING			113.44
	Purchase Order #:	0	Voucher #: 151398	Invoice #: 35404845	6.99
	Invoice Description:	PNT BRSHS			
	001-410-516	SUPPLIES/OPERATING			6.99
	Purchase Order #:	0	Voucher #: 151399	Invoice #: 35405041	28.64
	Invoice Description:	STAKES/ TWINE			
	001-410-516	SUPPLIES/OPERATING			28.64
	Purchase Order #:	0	Voucher #: 151400	Invoice #: 35405151	31.46
	Invoice Description:	#342 NUTS/ BOLTS			
	001-410-622	RPR/MAINT VEHICLES			31.46
	Purchase Order #:	0	Voucher #: 151401	Invoice #: 35405315	231.47
	Invoice Description:	EXTN CORDS			
	001-100-516	SUPPLIES/OPERATING			231.47
	Purchase Order #:	0	Voucher #: 151402	Invoice #: 35405385	15.29
	Invoice Description:	HOSE NOZZLE			
	001-410-516	SUPPLIES/OPERATING			15.29
	Purchase Order #:	0	Voucher #: 151403	Invoice #: 35405758	107.80
	Invoice Description:	PVC PIPE/ QUIKRETE			
	001-410-620	RPR/MAINT GROUNDS			107.80
	Purchase Order #:	0	Voucher #: 151404	Invoice #: 35406008	81.86
	Invoice Description:	PARACORD/ PAINT			
	001-375-516	SUPPLIES/OPERATING			81.86
	Purchase Order #:	0	Voucher #: 151405	Invoice #: 35406066	17.09
	Invoice Description:	PNT RLLR COVERS			
	404-677-516	SUPPLIES/OPERATING			17.09
	Purchase Order #:	0	Voucher #: 151406	Invoice #: 35406128	87.25
	Invoice Description:	SHLVNG SUPPORT BRCS			
	001-020-616	RPR/MAINT PLANT/BLDGS			87.25
	Purchase Order #:	0	Voucher #: 151407	Invoice #: 35406631	19.99
	Invoice Description:	MOP			
	001-410-513	SUPPLIES/JANITORIAL			19.99
	Purchase Order #:	0	Voucher #: 151408	Invoice #: 49365360	6.26
	Invoice Description:	#871 TRACTOR			
	001-301-516	SUPPLIES/OPERATING			6.26
	Purchase Order #:	0	Voucher #: 151560	Invoice #: 35403231	100.38
	Invoice Description:	SAW BLDGS/ PNCLS/ SHRPNR			
	001-200-516	SUPPLIES/OPERATING			100.38
	Purchase Order #:	0	Voucher #: 151561	Invoice #: 35404293	12.59
	Invoice Description:	LEADER HOSE			
	001-100-620	RPR/MAINT GROUNDS			12.59
	Purchase Order #:	0	Voucher #: 151562	Invoice #: 34504568	73.36
	Invoice Description:	COOLER/ RCVRY STRAP/ ANCHR SHLK			
	001-200-516	SUPPLIES/OPERATING			73.36
	Purchase Order #:	0	Voucher #: 151563	Invoice #: 35405524	267.64
	Invoice Description:	HMMRS/ SHVLS/ SCWDRVRS/ BLT CTTR			
	403-676-516	SUPPLIES/OPERATING			267.64
	Purchase Order #:	0	Voucher #: 151564	Invoice #: 35405878	166.31

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Invoice Description:		PRMR/ PLSTC BNDR ADHSV			
	001-175-507	EQUIPMENT/SMALL			166.31
Purchase Order #:	0	Voucher #: 151565	Invoice #: 35405945		236.12
Invoice Description:		NUTS/ BOLTS/ WASHRS/ DRL BIT			
	001-410-652	STATE PARK EXPENSES			236.12
Purchase Order #:	0	Voucher #: 151566	Invoice #: 35406209		20.69
Invoice Description:		PRSSR WSHR WAND			
	001-410-516	SUPPLIES/OPERATING			20.69
Purchase Order #:	0	Voucher #: 151567	Invoice #: 35406230		14.68
Invoice Description:		DRYR VENT HOOD/ WPR WSH/ KEYS			
	001-410-516	SUPPLIES/OPERATING			14.68
Purchase Order #:	0	Voucher #: 151568	Invoice #: 35406355		36.12
Invoice Description:		INSCTICD/ PNT BRSHS			
	001-175-616	RPR/MAINT PLANT/BLDGS			36.12
Purchase Order #:	0	Voucher #: 151569	Invoice #: 35406395		47.78
Invoice Description:		DGTL WTR TMR/ AA BTTRIES			
	001-410-516	SUPPLIES/OPERATING			47.78
Purchase Order #:	0	Voucher #: 151570	Invoice #: 35406513		7.17
Invoice Description:		WPR WASH/ NUTS/ BOLTS			
	001-410-516	SUPPLIES/OPERATING			7.17
Purchase Order #:	0	Voucher #: 151571	Invoice #: 35406639		31.43
Invoice Description:		FSTNRS/ CBL TIES/ TAPE			
	001-175-616	RPR/MAINT PLANT/BLDGS			31.43
Purchase Order #:	0	Voucher #: 151572	Invoice #: 35407259		107.98
Invoice Description:		DECK BRUSHES			
	001-410-516	SUPPLIES/OPERATING			107.98
Purchase Order #:	0	Voucher #: 151573	Invoice #: 35407368		12.25
Invoice Description:		3.5 GAL PROPANE			
	001-614-734	SHOOTING RANGE			12.25
Purchase Order #:	0	Voucher #: 151574	Invoice #: 35407624		12.92
Invoice Description:		AA/ LTHM BATTERIES			
	001-410-516	SUPPLIES/OPERATING			12.92
Purchase Order #:	0	Voucher #: 151575	Invoice #: 35407853		8.61
Invoice Description:		AMMONIA/ MEAS CUP			
	001-210-516	SUPPLIES/OPERATING			8.61
Purchase Order #:	0	Voucher #: 151576	Invoice #: 49370660		63.44
Invoice Description:		ROD ENDS/ NUTS/ BOLTS			
	001-200-618	RPR/MAINT EQUIPMENT			63.44
Purchase Order #:	0	Voucher #: 151727	Invoice #: 35401863		1.64
Invoice Description:		KEY			
	001-175-618	RPR MAINT/EQUIPMENT			1.64
Purchase Order #:	0	Voucher #: 151728	Invoice #: 35403573		50.98
Invoice Description:		MACHETE/ HAMMER			
	001-614-734	SHOOTING RANGE			50.98
Purchase Order #:	0	Voucher #: 151729	Invoice #: 35405535		8.99
Invoice Description:		COMPRESSION TEE			
	001-303-616	RPR/MAINT PLANT/BLDGS			8.99
Purchase Order #:	0	Voucher #: 151730	Invoice #: 35407730		9.84
Invoice Description:		KEYS			
	001-303-516	SUPPLIES/OPERATING			9.84
Purchase Order #:	0	Voucher #: 151731	Invoice #: 35408327		177.96
Invoice Description:		PADLOCKS			
	001-301-516	SUPPLIES/OPERATING			177.96

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 151732	Invoice #: 35408495		16.49
Invoice Description:	AA BATTERIES				
001-410-516	SUPPLIES/OPERATING			16.49	
Purchase Order #:	0	Voucher #: 151733	Invoice #: 35408555		26.98
Invoice Description:	CABLE TIES				
001-301-516	SUPPLIES/OPERATING			26.98	
Purchase Order #:	0	Voucher #: 151734	Invoice #: 35409174		8.99
Invoice Description:	INSECT REPELLANT				
001-614-731	GOMESA			8.99	
Purchase Order #:	0	Voucher #: 151735	Invoice #: 35409236		28.98
Invoice Description:	DEF FLD/ COUPLER				
001-410-516	SUPPLIES/OPERATING			28.98	
Purchase Order #:	0	Voucher #: 151736	Invoice #: 35410043		17.79
Invoice Description:	VELCRO				
001-301-516	SUPPLIES/OPERATING			17.79	
Purchase Order #:	0	Voucher #: 151737	Invoice #: 49370390		237.36
Invoice Description:	HOSES/ SPRINKLERS				
001-614-734	SHOOTING RANGE			237.36	
Purchase Order #:	0	Voucher #: 151738	Invoice #: 49372495		101.92
Invoice Description:	LPPEA/ CNCRT CRK SL/ HOSE				
001-614-734	SHOOTING RANGE			101.92	
Purchase Order #:	0	Voucher #: 151904	Invoice #: 35386294		3.59
Invoice Description:	#410 FOB BATTERY				
001-175-618	RPR MAINT/EQUIPMENT			3.59	
Purchase Order #:	0	Voucher #: 151905	Invoice #: 35387994		8.63
Invoice Description:	WOOD GLUE				
001-410-516	SUPPLIES/OPERATING			8.63	
Purchase Order #:	0	Voucher #: 151906	Invoice #: 35389158		47.98
Invoice Description:	SURGE PRTCTRS				
001-325-618	RPR/MAINT EQUIPMENT			47.98	
Purchase Order #:	0	Voucher #: 151907	Invoice #: 35389459		17.09
Invoice Description:	TLT FLAP KIT				
411-681-616	RPR/MAINT BUILDING			17.09	
Purchase Order #:	0	Voucher #: 151908	Invoice #: 35390654		8.63
Invoice Description:	BELT DRESSING				
403-676-516	SUPPLIES/OPERATING			8.63	
Purchase Order #:	0	Voucher #: 151909	Invoice #: 35391944		213.27
Invoice Description:	WEED KLLR/ PIPE WRNCH				
403-676-516	SUPPLIES/OPERATING			213.27	
Purchase Order #:	0	Voucher #: 151910	Invoice #: 35392793		48.03
Invoice Description:	PNTR TP/ SPRYR/ CNCRT RPR				
001-200-616	RPR/MAINT PLANT/BLDGS			48.03	
Purchase Order #:	0	Voucher #: 151911	Invoice #: 35392986		6.29
Invoice Description:	MURIATIC ACID				
001-200-516	SUPPLIES/OPERATING			6.29	
Purchase Order #:	0	Voucher #: 151912	Invoice #: 35395945		15.82
Invoice Description:	SPADE BIT/ RIB ANCHR				
001-303-616	RPR/MAINT PLANT/BLDGS			15.82	
Purchase Order #:	0	Voucher #: 151913	Invoice #: 35398894		10.47
Invoice Description:	CONST ADHSV				
001-200-616	RPR/MAINT PLANT/BLDGS			10.47	
Purchase Order #:	0	Voucher #: 151914	Invoice #: 35399526		31.86
Invoice Description:	INSCT RPLLNT/ CBL TIES/ SL TP				

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		403-676-516 SUPPLIES/OPERATING			31.86
		Purchase Order #: 0 Voucher #: 151915 Invoice #: 35399908			53.32
		Invoice Description: NUTS/ BOLTS/ RD HMMR BIT			
		001-604-710 POLICE STATION CONSTRUCTI			53.32
		Purchase Order #: 0 Voucher #: 151916 Invoice #: 35400661			9.54
		Invoice Description: BUCKETS			
		001-100-516 SUPPLIES/OPERATING			9.54
		Purchase Order #: 0 Voucher #: 151917 Invoice #: 35390689			5.58
		Invoice Description: PWR STEERING FLD			
		001-100-622 RPR/MAINT VEHICLES			5.58
		Purchase Order #: 0 Voucher #: 151918 Invoice #: 35401854			22.97
		Invoice Description: SPRY PNT			
		001-410-516 SUPPLIES/OPERATING			22.97
		Purchase Order #: 0 Voucher #: 151919 Invoice #: 35402003			3.23
		Invoice Description: PAINT			
		001-410-516 SUPPLIES/OPERATING			3.23
		Purchase Order #: 0 Voucher #: 151920 Invoice #: 35402022			11.86
		Invoice Description: CNNCT END CAP			
		001-410-516 SUPPLIES/OPERATING			11.86
		Purchase Order #: 0 Voucher #: 151921 Invoice #: 35407874			84.63
		Invoice Description: ROPE/ NUTS/ BOLTS/ HTCH PIN-CLP			
		001-375-516 SUPPLIES/OPERATING			84.63
		Purchase Order #: 0 Voucher #: 151922 Invoice #: 35408393			17.98
		Invoice Description: CAULK			
		404-677-516 SUPPLIES/OPERATING			17.98
		Purchase Order #: 0 Voucher #: 151923 Invoice #: 35408423			4.92
		Invoice Description: KEYS			
		001-001-516 SUPPLIES/OPERATING			4.92
		Purchase Order #: 0 Voucher #: 151924 Invoice #: 35408607			40.98
		Invoice Description: WLL PLTS/ CBL TIES/ MNTG BRKT			
		001-001-616 RPR/MAINT PLANT/BLDGS			40.98
		Purchase Order #: 0 Voucher #: 151925 Invoice #: 35408609			17.09
		Invoice Description: FLOOR CORD COVER			
		001-304-616 RPR/MAINT PLANT/BLDGS			17.09
		Purchase Order #: 0 Voucher #: 151926 Invoice #: 35409002			149.61
		Invoice Description: CONST GLUE/ RT ANGL ATT/ JAB SAW			
		001-200-516 SUPPLIES/OPERATING			149.61
		Purchase Order #: 0 Voucher #: 151927 Invoice #: 35410056			25.18
		Invoice Description: LTHM BTTRS/ SHWR CRTN RNGS			
		001-410-516 SUPPLIES/OPERATING			25.18
		Purchase Order #: 0 Voucher #: 151928 Invoice #: 35410150			8.98
		Invoice Description: BLEACH			
		430-682-513 SUPPLIES/JANITORIAL			8.98
		Purchase Order #: 0 Voucher #: 151929 Invoice #: 49357734			91.76
		Invoice Description: TWR FAN/ CBL TIES/ SCKT ADPTR SET			
		001-200-516 SUPPLIES/OPERATING			91.76
		Purchase Order #: 0 Voucher #: 151930 Invoice #: 49358460			45.79
		Invoice Description: WHLBRW TIRE/ NUTS/ BOLTS			
		001-100-622 RPR/MAINT VEHICLES			45.79
		Purchase Order #: 0 Voucher #: 151983 Invoice #: 35389714			23.02
		Invoice Description: PRMR/ PNT BRUSHES			
		001-175-516 SUPPLIES/OPERATING			23.02
		Purchase Order #: 0 Voucher #: 151984 Invoice #: 35397983			35.88

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i>		HVAC FLTRS			
	001-175-616	RPR/MAINT PLANT/BLDGS			35.88
*****	09/04/2024	290 PARISH TRACTOR COMPANY, LLC	Check	No	53,664.80
<i>Purchase Order #:</i>	240406	<i>Voucher #:</i> 151577	<i>Invoice #:</i> E04209		53,664.80
<i>Invoice Description:</i>		#25819 KUBOTA MINI EXCVTR			
	403-676-730	CAPITAL EQUIPMENT			53,664.80
*****	09/04/2024	7610 PATTERSON VETERINARY SUPPLY INC	Check	No	152.09
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151739	<i>Invoice #:</i> 3031825391		152.09
<i>Invoice Description:</i>		DEXTRS INJ/ ISOFLRN/ NEEDLES			
	001-410-516	SUPPLIES/OPERATING			152.09
*****	09/04/2024	7320 PAUL FOX EQUIPMENT SERVICE	Check	No	327.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151409	<i>Invoice #:</i> 8118		327.00
<i>Invoice Description:</i>		AIR CMPRSSR SVC			
	001-200-616	RPR/MAINT PLANT/BLDGS			327.00
*****	09/04/2024	6046 PRECISION DELTA CORP	Check	No	1,786.80
<i>Purchase Order #:</i>	240143	<i>Voucher #:</i> 151931	<i>Invoice #:</i> 31230		1,786.80
<i>Invoice Description:</i>		AMMO			
	001-100-516	SUPPLIES/OPERATING			1,786.80
*****	09/04/2024	6074 PRINTING PROS	Check	No	3,225.50
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151410	<i>Invoice #:</i> 15680A		500.00
<i>Invoice Description:</i>		ENVELOPES			
	001-030-516	SUPPLIES/OPERATING			500.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151578	<i>Invoice #:</i> 15646		637.00
<i>Invoice Description:</i>		STATION DECALS			
	001-175-516	SUPPLIES/OPERATING			637.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151579	<i>Invoice #:</i> 15664		192.00
<i>Invoice Description:</i>		SCHOOL BANNER			
	001-175-507	EQUIPMENT/SMALL			192.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151740	<i>Invoice #:</i> 15737		427.50
<i>Invoice Description:</i>		ANN'L RPRT BNDRS			
	001-175-516	SUPPLIES/OPERATING			427.50
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151934	<i>Invoice #:</i> 15798		1,469.00
<i>Invoice Description:</i>		GOLF CART DECALS			
	001-001-516	SUPPLIES/OPERATING			1,469.00
*****	09/04/2024	5450 PRO CHEM INC.	Check	No	1,953.81
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151411	<i>Invoice #:</i> 174965		460.47
<i>Invoice Description:</i>		PAINT/ RUST-AID			
	404-677-516	SUPPLIES/OPERATING			460.47
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151580	<i>Invoice #:</i> 174961		697.48
<i>Invoice Description:</i>		RUST BUSTER/ INSCITCD			
	403-676-516	SUPPLIES/OPERATING			697.48
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151581	<i>Invoice #:</i> 175116		228.31
<i>Invoice Description:</i>		LUBE			
	001-200-516	SUPPLIES/OPERATING			228.31
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151935	<i>Invoice #:</i> 175362		302.61
<i>Invoice Description:</i>		LUBE			
	001-200-516	SUPPLIES/OPERATING			302.61
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151936	<i>Invoice #:</i> 175454		264.94
<i>Invoice Description:</i>		PAINT			
	404-677-516	SUPPLIES/OPERATING			264.94

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	09/04/2024	7046 PROFESSIONAL PRESSURE WASH	Check	No	2,375.00
	Purchase Order #: 0	Voucher #: 151937	Invoice #: 240806		2,375.00
	Invoice Description:	TAYLOR PRPRTY PRSSR WSH			
	001-001-616	RPR/MAINT PLANT/BLDGS			2,375.00
*****	09/04/2024	8278 PROJECT GRAPHICS, INC	Check	No	1,830.00
	Purchase Order #: 0	Voucher #: 151582	Invoice #: 9055		1,830.00
	Invoice Description:	MARDI-GRAS FLAGS			
	001-001-650	EXHIBITIONS & PROMOTIONS			1,830.00
*****	09/04/2024	6008 PUBLIX SUPER MARKETS, INC	Check	No	541.75
	Purchase Order #: 0	Voucher #: 151412	Invoice #: 0908182854		346.64
	Invoice Description:	LESS \$31.51 TAX- PLTTRS/ DSHS			
	430-682-650	EXHIBITIONS & PROMOTIONS			346.64
	Purchase Order #: 0	Voucher #: 151583	Invoice #: 0906522875		20.00
	Invoice Description:	BALLOON BOUQUETS			
	001-001-650	EXHIBITIONS & PROMOTIONS			20.00
	Purchase Order #: 0	Voucher #: 151938	Invoice #: 0926097882		175.11
	Invoice Description:	CNCL RTRT LNCH 8.20.24			
	001-001-516	SUPPLIES/OPERATING			175.11
*****	09/04/2024	7936 QUALITY RESTORATIONS, INC.	Check	No	460.00
	Purchase Order #: 0	Voucher #: 151584	Invoice #: 240802		460.00
	Invoice Description:	BRACE/ FLSHNG REPNT/ SHUTTR RPR			
	430-682-616	RPR/MAINT PLANT/BLDGS			460.00
*****	09/04/2024	7404 RESCUE SYSTEMS UNLIMITED	Check	No	1,735.00
	Purchase Order #: 0	Voucher #: 151585	Invoice #: 12868		1,735.00
	Invoice Description:	ANNL EXTCRICATION TOOL SVC			
	001-175-618	RPR MAINT/EQUIPMENT			1,735.00
*****	09/04/2024	3229 ROBERTSDALE FEED STORE	Check	No	205.09
	Purchase Order #: 0	Voucher #: 151939	Invoice #: 5273		74.94
	Invoice Description:	WLDLF HRBIVOR FOOD			
	001-410-516	SUPPLIES/OPERATING			74.94
	Purchase Order #: 0	Voucher #: 151940	Invoice #: 5451		85.20
	Invoice Description:	WLDLF FOOD/ VITAMINS			
	001-410-516	SUPPLIES/OPERATING			85.20
	Purchase Order #: 0	Voucher #: 151941	Invoice #: 5501		44.95
	Invoice Description:	CAT FOOD/ LITTER			
	001-410-516	SUPPLIES/OPERATING			44.95
*****	09/04/2024	1827 RUBBER & SPECIALTIES, INC.	Check	No	166.25
	Purchase Order #: 0	Voucher #: 151942	Invoice #: 6455931		166.25
	Invoice Description:	HOSES/ CLAMPS			
	403-676-616	RPR/MAINT PLANT/BLDGS			166.25
*****	09/04/2024	7622 SAFE HARBOR ANIMAL COALITION, INC	Check	No	1,984.00
	Purchase Order #: 0	Voucher #: 151943	Invoice #: 240002		1,984.00
	Invoice Description:	KITTEN INTAKE			
	001-410-612	PROFESSIONAL FEES			1,984.00
*****	09/04/2024	1924 SAM'S CLUB DIRECT	Check	No	923.50
	Purchase Order #: 0	Voucher #: 151944	Invoice #: 0505		413.66
	Invoice Description:	VENDING/ CONCESSIONS			
	001-301-516	SUPPLIES/OPERATING			413.66

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 151945	Invoice #: 0506		50.84
Invoice Description:		FIRST AID KITS			
	001-301-516	SUPPLIES/OPERATING			50.84
Purchase Order #:	0	Voucher #: 151946	Invoice #: 60983		459.00
Invoice Description:		PALLET BTTL D WTR			
	403-676-516	SUPPLIES/OPERATING			459.00
*****	09/04/2024	1925 SAM'S STOP N SHOP	Check	No	353.06
Purchase Order #:	0	Voucher #: 151586	Invoice #: 7046404		14.00
Invoice Description:		MINNOWS			
	001-410-516	SUPPLIES/OPERATING			14.00
Purchase Order #:	0	Voucher #: 151587	Invoice #: 7056868		129.06
Invoice Description:		60 GAL DISTILLED WATER			
	403-676-516	SUPPLIES/OPERATING			129.06
Purchase Order #:	0	Voucher #: 151588	Invoice #: 7059459		84.00
Invoice Description:		MINNOWS			
	001-410-516	SUPPLIES/OPERATING			84.00
Purchase Order #:	0	Voucher #: 151589	Invoice #: 7065782		56.00
Invoice Description:		MINNOWS			
	001-410-516	SUPPLIES/OPERATING			56.00
Purchase Order #:	0	Voucher #: 151590	Invoice #: 7070428		70.00
Invoice Description:		MINNOWS			
	001-410-516	SUPPLIES/OPERATING			70.00
*****	09/04/2024	1370 SANDY SANSING CHEVROLET OF FOLEY	Check	No	318.02
Purchase Order #:	0	Voucher #: 151591	Invoice #: 737011		318.02
Invoice Description:		#236 EVAPORATOR			
	001-100-622	RPR/MAINT VEHICLES			318.02
*****	09/04/2024	6240 SAWGRASS CONSULTING LLC	Check	No	1,907.60
Purchase Order #:	0	Voucher #: 151592	Invoice #: 5760		1,907.60
Invoice Description:		PWRLN RD CVL DSGN 12.30.23			
	001-608-754	POWERLINE ROAD			1,907.60
*****	09/04/2024	1930 SHERWIN-WILLIAMS	Check	No	995.89
Purchase Order #:	0	Voucher #: 151413	Invoice #: 7064-8		86.88
Invoice Description:		PAINT			
	430-682-620	RPR/MAINT GROUNDS			86.88
Purchase Order #:	0	Voucher #: 151593	Invoice #: 1715-8		839.84
Invoice Description:		#902 PAINT/ POLY ACTVTR			
	404-677-516	SUPPLIES/OPERATING			839.84
Purchase Order #:	0	Voucher #: 151947	Invoice #: 1838-8		69.17
Invoice Description:		PAINT/ PRMR/ BRSHS			
	430-682-620	RPR/MAINT GROUNDS			69.17
*****	09/04/2024	3723 SHORELINE ENVIRONMENTAL, INC.	Check	No	1,006.50
Purchase Order #:	0	Voucher #: 151948	Invoice #: 68958		640.00
Invoice Description:		USD PNT/ OIL PICKUP			
	404-677-612	PROFESSIONAL FEES			640.00
Purchase Order #:	0	Voucher #: 151949	Invoice #: 68959		860.00
Invoice Description:		BOX RENT/ RLLNG CART			
	404-677-612	PROFESSIONAL FEES			860.00
Purchase Order #:	0	Voucher #: 151986	Invoice #: 66704		-493.50
Invoice Description:		USED TIRES PICK UP			
	404-677-612	PROFESSIONAL FEES			-493.50

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	09/04/2024	6543 JANE SIMS	Check	No	330.00
	Purchase Order #:	0	Voucher #: 151414	Invoice #: 005	30.00
	Invoice Description:	WTR FITNESS CLSSES			
		001-302-612 PROFESSIONAL FEES			30.00
	Purchase Order #:	0	Voucher #: 151617	Invoice #: 240809	150.00
	Invoice Description:	PIYO			
		001-325-612 PROFFESIONAL FEES			150.00
	Purchase Order #:	0	Voucher #: 151625	Invoice #: 240816	150.00
	Invoice Description:	PIYO/ P90X			
		001-325-612 PROFFESIONAL FEES			150.00
*****	09/04/2024	1928 SIRCHIE ACQUISITION COMPANY LLC	Check	No	105.84
	Purchase Order #:	0	Voucher #: 151950	Invoice #: 0659110-IN	105.84
	Invoice Description:	TEST REAGENT/ SWABS			
		001-100-516 SUPPLIES/OPERATING			105.84
*****	09/04/2024	1975 SOUTH BALDWIN REG MEDICAL CTR	Check	No	22.90
	Purchase Order #:	0	Voucher #: 151415	Invoice #: SBW2406013	22.90
	Invoice Description:	T BAILEY			
		001-100-612 PROFESSIONAL FEES			22.90
*****	09/04/2024	8505 SOUTHERN LANDSCAPE SOLUTIONS, LLC	Check	No	7,800.00
	Purchase Order #:	240374	Voucher #: 151416	Invoice #: OBA SHOOT CENTER.3	7,800.00
	Invoice Description:	ADD'L ZOYSIA SOD INSTALL			
		001-614-734 SHOOTING RANGE			7,800.00
*****	09/04/2024	1396 SOUTHERN PIPE & SUPPLY CO	Check	No	33.44
	Purchase Order #:	0	Voucher #: 151417	Invoice #: 9952579-00	33.44
	Invoice Description:	PVC CPLNGS/ PIPE			
		001-210-516 SUPPLIES/OPERATING			33.44
*****	09/04/2024	6700 SOUTHERN RAPID HEALTHCARE INC	Check	No	180.00
	Purchase Order #:	0	Voucher #: 151951	Invoice #: 20822	180.00
	Invoice Description:	1 JAIL VISIT			
		001-110-612 PROFESSIONAL FEES			180.00
*****	09/04/2024	7214 SOUTHERN SANDS PRINTING CO INC	Check	No	32.00
	Purchase Order #:	0	Voucher #: 151952	Invoice #: 4150	32.00
	Invoice Description:	SHIRT PRITING			
		001-301-516 SUPPLIES/OPERATING			32.00
*****	09/04/2024	7383 SOUTHERN TIRE MART, LLC	Check	No	829.47
	Purchase Order #:	0	Voucher #: 151953	Invoice #: 2030127620	669.92
	Invoice Description:	#600 TIRES			
		403-676-622 RPR/MAINT VEHICLES			669.92
	Purchase Order #:	0	Voucher #: 151954	Invoice #: 2030127995	159.55
	Invoice Description:	#23-208 TIRE			
		001-100-622 RPR/MAINT VEHICLES			159.55
*****	09/04/2024	8434 SRIXON / CLEVELAND GOLF / XXIO	Check	No	260.00
	Purchase Order #:	0	Voucher #: 151955	Invoice #: 8057359 SO	260.00
	Invoice Description:	GOLF BALLS			
		001-303-660 COST OF GOODS SOLD RETAIL			260.00
*****	09/04/2024	8554 SCOTT STACY	Check	No	150.00
	Purchase Order #:	0	Voucher #: 151418	Invoice #: 240806	150.00
	Invoice Description:	RMB D BARLOW LIC FEE			

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-301-612 PROFESSIONAL FEES			150.00
*****	09/04/2024	6756 STAPLES BUSINESS ADVANTAGE	Check	No	1,251.56
Purchase Order #:	0	Voucher #: 151419	Invoice #: 6008668963		87.67
Invoice Description:		LABELS/ LOGO PAD/ 2-HL PNCH			
	001-010-516	SUPPLIES/OPERATING			87.67
Purchase Order #:	0	Voucher #: 151420	Invoice #: 6008668964		160.44
Invoice Description:		OFC CHR/ COPY PPR/ STKY NTS			
	001-304-507	EQUIPMENT/SMALL			112.20
	001-304-516	SUPPLIES/OPERATING			48.24
Purchase Order #:	0	Voucher #: 151421	Invoice #: 6009079394		87.67
Invoice Description:		LABELS/ LOGO PAD/ 2-HL PNCH			
	001-010-516	SUPPLIES/OPERATING			87.67
Purchase Order #:	0	Voucher #: 151956	Invoice #: 6008668966		123.55
Invoice Description:		TONER/ LYSOL/ HL PNCH			
	001-001-516	SUPPLIES/OPERATING			123.55
Purchase Order #:	0	Voucher #: 151957	Invoice #: 6009536414		12.68
Invoice Description:		HANG WALL FILE			
	001-030-516	SUPPLIES/OPERATING			12.68
Purchase Order #:	0	Voucher #: 151958	Invoice #: 6009536416		17.78
Invoice Description:		PACKING TAPE			
	001-030-516	SUPPLIES/OPERATING			17.78
Purchase Order #:	0	Voucher #: 151959	Invoice #: 6009536420		21.02
Invoice Description:		BBL ROLL			
	001-410-516	SUPPLIES/OPERATING			21.02
Purchase Order #:	0	Voucher #: 151960	Invoice #: 6009079391		322.99
Invoice Description:		INK/ TISSUES/ COPY PPR/ WITE-OUT			
	001-350-516	SUPPLIES/OPERATING			322.99
Purchase Order #:	0	Voucher #: 151961	Invoice #: 6009079393		325.52
Invoice Description:		INK/ COPY PPR			
	001-350-516	SUPPLIES/OPERATING			325.52
Purchase Order #:	0	Voucher #: 151962	Invoice #: 6009536428		32.56
Invoice Description:		USB JMP DRVS			
	001-410-516	SUPPLIES/OPERATING			32.56
Purchase Order #:	0	Voucher #: 151987	Invoice #: 6009536418		59.68
Invoice Description:		CHAIRMAT			
	001-020-516	SUPPLIES/OPERATING			59.68
*****	09/04/2024	2008 SUNBELT FIRE, INC.	Check	No	2,373.55
Purchase Order #:	0	Voucher #: 151963	Invoice #: 00016604		1,309.00
Invoice Description:		HELMETS			
	001-175-507	EQUIPMENT/SMALL			1,309.00
Purchase Order #:	0	Voucher #: 151988	Invoice #: 00016827		1,064.55
Invoice Description:		#457 RMA REPAIR			
	001-175-622	RPR/MAINT VEHICLES			1,064.55
*****	09/04/2024	6107 SUNSOUTH, LLC	Check	No	4,255.27
Purchase Order #:	0	Voucher #: 151422	Invoice #: 4952317		614.13
Invoice Description:		#871,873 BELTS/ SPNDL/ FLTRS/ PULLEY			
	001-301-618	RPR/MAINT EQUIPMENT			614.13
Purchase Order #:	0	Voucher #: 151423	Invoice #: 4957406		1,177.06
Invoice Description:		#7164 CMPRSSR			
	001-410-618	RPR/MAINT EQUIPMENT			1,177.06
Purchase Order #:	0	Voucher #: 151594	Invoice #: 4965192		294.48

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> #755 RPR					
001-200-618		RPR/MAINT EQUIPMENT			294.48
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151595	<i>Invoice #:</i> 4965196		687.12
<i>Invoice Description:</i> #1058 RPR					
001-200-618		RPR/MAINT EQUIPMENT			687.12
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151964	<i>Invoice #:</i> 4957411		56.06
<i>Invoice Description:</i> #873 PULLEY/ BOLT					
001-301-618		RPR/MAINT EQUIPMENT			56.06
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151989	<i>Invoice #:</i> 4973301		1,426.42
<i>Invoice Description:</i> #1058 BLTS/ PLLEYS/ IDLRS/ FLTR					
001-200-618		RPR/MAINT EQUIPMENT			1,426.42
***** 09/04/2024		8514 SUSTAINABLE ENERGY CONTAINMENT, LLC	Check	No	11,607.50
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151990	<i>Invoice #:</i> 050824-3		675.00
<i>Invoice Description:</i> HVAC CONSULT					
001-325-616		RPR/MAINT PLANT/BLDGS			675.00
<i>Purchase Order #:</i> 240405		<i>Voucher #:</i> 151991	<i>Invoice #:</i> 050824-6		10,932.50
<i>Invoice Description:</i> 1 OF 2 THRMOST REPL					
001-325-616		RPR/MAINT PLANT/BLDGS			10,932.50
***** 09/04/2024		7962 SWEAT TIRE OF FOLEY	Check	No	1,163.08
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151596	<i>Invoice #:</i> 71678		527.36
<i>Invoice Description:</i> #857 TIRES					
001-200-622		RPR/MAINT VEHICLES			527.36
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151597	<i>Invoice #:</i> 71913		419.98
<i>Invoice Description:</i> #2058 SPARE TIRES- 2					
001-200-618		RPR/MAINT EQUIPMENT			419.98
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151992	<i>Invoice #:</i> 72095		215.74
<i>Invoice Description:</i> #384 TIRE/ MOUNT					
001-410-618		RPR/MAINT EQUIPMENT			215.74
***** 09/04/2024		2016 SWIFT SUPPLY, INC.	Check	No	1,657.69
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151598	<i>Invoice #:</i> 938165		39.00
<i>Invoice Description:</i> WASHERS					
001-614-736		ROSEMARY TRAIL CABINS			39.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151599	<i>Invoice #:</i> 938636		26.80
<i>Invoice Description:</i> LMBR/ NAILS					
001-604-710		POLICE STATION CONSTRUCTI			26.80
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151993	<i>Invoice #:</i> 937437		82.93
<i>Invoice Description:</i> HNGR NAILS					
001-303-616		RPR/MAINT PLANT/BLDGS			82.93
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151994	<i>Invoice #:</i> 938036		317.74
<i>Invoice Description:</i> ANCHRS/ WND-WTR SHLD/ SCRWS					
001-303-616		RPR/MAINT PLANT/BLDGS			317.74
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151995	<i>Invoice #:</i> 938039		100.00
<i>Invoice Description:</i> WSHRS/ NUTS					
001-303-616		RPR/MAINT PLANT/BLDGS			100.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151996	<i>Invoice #:</i> 938161		60.06
<i>Invoice Description:</i> LUMER					
001-303-616		RPR/MAINT PLANT/BLDGS			60.06
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151997	<i>Invoice #:</i> 938321		58.00
<i>Invoice Description:</i> LUMER					
001-303-616		RPR/MAINT PLANT/BLDGS			58.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151998	<i>Invoice #:</i> 938824		704.34

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> WND-WTR SHIELD					
	001-303-616	RPR/MAINT PLANT/BLDGS			704.34
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151999	<i>Invoice #:</i> 939266		250.40
<i>Invoice Description:</i> HRDIE TRIM/ LMBR					
	001-303-616	RPR/MAINT PLANT/BLDGS			250.40
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 152000	<i>Invoice #:</i> 939544		18.42
<i>Invoice Description:</i> MASONRY CEMENT					
	001-200-516	SUPPLIES/OPERATING			18.42
*****	09/04/2024	6120 SYMBOLARTS, LLC	Check	No	665.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 152001	<i>Invoice #:</i> 0501878		665.00
<i>Invoice Description:</i> PATCHES					
	001-100-516	SUPPLIES/OPERATING			665.00
*****	09/04/2024	8027 JILL TAYLOR	Check	No	720.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151618	<i>Invoice #:</i> 240809		90.00
<i>Invoice Description:</i> YOGA					
	001-325-612	PROFESSIONAL FEES			90.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151626	<i>Invoice #:</i> 240816		240.00
<i>Invoice Description:</i> YOGA/ BLNC,COR,FLX					
	001-325-612	PROFESSIONAL FEES			240.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 152002	<i>Invoice #:</i> 240731		390.00
<i>Invoice Description:</i> YOGA- JULY 2024					
	001-304-612	PROFESSIONAL FEES			390.00
*****	09/04/2024	3880 TEAM ONE COMMUNICATIONS, INC	Check	No	375.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 152003	<i>Invoice #:</i> 101017357-1		375.00
<i>Invoice Description:</i> RADIO REPAIR					
	001-100-618	RPR/MAINT EQUIP			375.00
*****	09/04/2024	6077 THE LAKE DOCTORS, INC	Check	No	676.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151600	<i>Invoice #:</i> 1922611		495.00
<i>Invoice Description:</i> POND WTR MGMT					
	001-210-620	RPR/MAINT GROUNDS			495.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151601	<i>Invoice #:</i> 1922629		181.00
<i>Invoice Description:</i> POND WTR MGMT					
	001-200-620	RPR/MAINT GROUNDS			181.00
*****	09/04/2024	6592 THE UPS STORE #5864	Check	No	491.37
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 152004	<i>Invoice #:</i> C003067		140.00
<i>Invoice Description:</i> PKG TO SLIDELL, LA					
	403-676-612	PROFESSIONAL FEES			140.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 152005	<i>Invoice #:</i> C003092		214.91
<i>Invoice Description:</i> PKG TO SLIDELL, LA					
	403-676-612	PROFESSIONAL FEES			214.91
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 152006	<i>Invoice #:</i> C003118		136.46
<i>Invoice Description:</i> PKG TO SLIDELL, LA					
	403-676-612	PROFESSIONAL FEES			136.46
*****	09/04/2024	2035 THOMPSON TRACTOR CO, INC.	Check	No	1,043.72
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 152007	<i>Invoice #:</i> SPI01516893		1,043.72
<i>Invoice Description:</i> #905 RCVR ASSM/ OIL/ FLTRS/ KIT					
	404-677-618	RPR/MAINT EQUIPMENT			1,043.72
*****	09/04/2024	2371 THOMSON REUTERS - WEST PAYMENT CENTER	Check	No	1,518.29
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151602	<i>Invoice #:</i> 850585793		1,518.29

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Invoice Description:		SOFTWARE SUBSCRIPTION			
	001-001-612	PROFESSIONAL FEES			1,518.29
*****	09/04/2024	7514 THREAT ADVICE	Check	No	505.00
Purchase Order #: 0		Voucher #: 152008	Invoice #: 196526		505.00
Invoice Description:		AUGUST 2024			
	001-001-612	PROFESSIONAL FEES			505.00
*****	09/04/2024	2047 TRACTOR & EQUIPMENT CO	Check	No	1,875.13
Purchase Order #: 240377		Voucher #: 152009	Invoice #: P41637		3,760.55
Invoice Description:		#714 RADIATOR			
	001-200-618	RPR/MAINT EQUIPMENT			3,760.55
Purchase Order #: 0		Voucher #: 152044	Invoice #: P41298		-1,885.42
Invoice Description:		CRDT- #714 RADIATOR			
	001-200-618	RPR/MAINT EQUIPMENT			-1,885.42
*****	09/04/2024	5986 TRACTOR SUPPLY CO	Check	No	194.99
Purchase Order #: 0		Voucher #: 152010	Invoice #: 857395		65.00
Invoice Description:		EXCHG GATE OPENER			
	001-410-620	RPR/MAINT GROUNDS			65.00
Purchase Order #: 0		Voucher #: 152011	Invoice #: 857690		129.99
Invoice Description:		GATE OPENER			
	001-410-620	RPR/MAINT GROUNDS			129.99
*****	09/04/2024	6764 TRANS UNION LLC	Check	No	70.35
Purchase Order #: 0		Voucher #: 151603	Invoice #: 07448620		70.35
Invoice Description:		JULY 2024			
	001-100-516	SUPPLIES/OPERATING			70.35
*****	09/04/2024	8274 TURFWELL ATHLETIC FIELDS, LLC	Check	No	3,100.00
Purchase Order #: 0		Voucher #: 151424	Invoice #: 3619		1,200.00
Invoice Description:		TOP DRESSER RENT			
	001-301-620	RPR/MAINT GROUNDS			1,200.00
Purchase Order #: 0		Voucher #: 152012	Invoice #: 3620		1,900.00
Invoice Description:		AUG 2024 TURF MAINT			
	001-301-620	RPR/MAINT GROUNDS			1,900.00
*****	09/04/2024	5068 ULINE SHIPPING SUPPLY	Check	No	2,515.69
Purchase Order #: 0		Voucher #: 151604	Invoice #: 181222628		610.22
Invoice Description:		UTLITY TRK			
	411-681-513	SUPPLIES/JANITORIAL			610.22
Purchase Order #: 0		Voucher #: 152013	Invoice #: 181643805		1,905.47
Invoice Description:		OIL-DRI/ RACK/ SHLVS/ SEAT			
	001-175-507	EQUIPMENT/SMALL			1,905.47
*****	09/04/2024	7230 UNITED MARKINGS LLC	Check	No	1,750.00
Purchase Order #: 0		Voucher #: 151605	Invoice #: 168		1,750.00
Invoice Description:		BEAVER CRK SIDEWALKS			
	001-608-756	BEAVER CREEK SIDEWALKS			1,750.00
*****	09/04/2024	2127 UNITED RENTALS INC	Check	No	2,705.46
Purchase Order #: 0		Voucher #: 152014	Invoice #: 237072854-001		866.66
Invoice Description:		8/05-8/13/24 SCSSR LFT RENT			
	001-303-616	RPR/MAINT PLANT/BLDGS			866.66
Purchase Order #: 0		Voucher #: 152015	Invoice #: 237716687-001		1,838.80
Invoice Description:		8/13-8/19/24 FRK LFT RENT			
	404-677-614	RENTALS			1,838.80

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	09/04/2024	6717 U.S. DEPT OF TREASURY	Check	No	170.00
	Purchase Order #: 0	Voucher #: 152016	Invoice #: 082324-BARLOW		170.00
	Invoice Description: WG160133332				
	001-000-104 GARNISHMENT/SAVINGS				170.00
*****	09/04/2024	6250 US FOODS INC	Check	No	1,115.48
	Purchase Order #: 0	Voucher #: 151425	Invoice #: 2972078		-2.07
	Invoice Description: CRDT- INMATE CONCESSIONS				
	001-110-516 SUPPLIES/OPERATING				-2.07
	Purchase Order #: 0	Voucher #: 151606	Invoice #: 2718647		437.22
	Invoice Description: INMATE CONCESSIONS				
	001-110-516 SUPPLIES/OPERATING				437.22
	Purchase Order #: 0	Voucher #: 151607	Invoice #: 2718648		140.90
	Invoice Description: INMATE CONCESSIONS				
	001-110-516 SUPPLIES/OPERATING				140.90
	Purchase Order #: 0	Voucher #: 152017	Invoice #: 15654		539.43
	Invoice Description: INMATE CONCESSIONS				
	001-110-516 SUPPLIES/OPERATING				539.43
*****	09/04/2024	2132 U.S. POST OFFICE	Check	No	546.00
	Purchase Order #: 0	Voucher #: 151426	Invoice #: 240731A		546.00
	Invoice Description: BOX 3950 1 YR				
	001-410-612 PROFESSIONAL FEES				546.00
*****	09/04/2024	6593 VC3, INC.	Check	No	2,899.00
	Purchase Order #: 0	Voucher #: 152018	Invoice #: VC3-163295		2,899.00
	Invoice Description: AUGUST 2024				
	001-001-612 PROFESSIONAL FEES				2,899.00
*****	09/04/2024	1299 VCA ANIMAL HOSPITALS, INC	Check	No	173.98
	Purchase Order #: 0	Voucher #: 151608	Invoice #: 940610643		88.99
	Invoice Description: SADIE FOOD				
	001-100-612 PROFESSIONAL FEES				88.99
	Purchase Order #: 0	Voucher #: 152019	Invoice #: 940610816		84.99
	Invoice Description: JAXX FOOD				
	001-100-612 PROFESSIONAL FEES				84.99
*****	09/04/2024	2153 VESERIS	Check	No	1,135.00
	Purchase Order #: 0	Voucher #: 152020	Invoice #: IN-4644343		1,135.00
	Invoice Description: MAXPAR OIL				
	001-200-516 SUPPLIES/OPERATING				1,135.00
*****	09/04/2024	2250 VISUAL EFFECTS	Check	No	1,219.45
	Purchase Order #: 0	Voucher #: 151427	Invoice #: 8704		139.95
	Invoice Description: SHIRTS				
	001-300-540 UNIFORMS				139.95
	Purchase Order #: 0	Voucher #: 151428	Invoice #: 8716		108.00
	Invoice Description: EMBROIDERY				
	001-100-540 UNIFORMS				108.00
	Purchase Order #: 0	Voucher #: 152021	Invoice #: 8747		64.00
	Invoice Description: EMBROIDERY				
	001-100-540 UNIFORMS				64.00
	Purchase Order #: 0	Voucher #: 152022	Invoice #: 8749		907.50
	Invoice Description: SHIRTS/ SHORTS				
	001-175-540 UNIFORMS				907.50

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	09/04/2024	2335 WALMART COMMUNITY	Check	No	1,568.32
Purchase Order #:	0	Voucher #: 151429	Invoice #: 01676		79.00
Invoice Description:	MONITOR				
	001-301-507	EQUIPMENT/SMALL			79.00
Purchase Order #:	0	Voucher #: 151430	Invoice #: 01689		22.30
Invoice Description:	EGGS/ BABY CREAM				
	001-410-516	SUPPLIES/OPERATING			22.30
Purchase Order #:	0	Voucher #: 151431	Invoice #: 04447		25.56
Invoice Description:	SNACKS/ BTTLD WTR				
	001-030-516	SUPPLIES/OPERATING			25.56
Purchase Order #:	0	Voucher #: 151432	Invoice #: 09809		187.88
Invoice Description:	TV/ MOUNT				
	001-304-616	RPR/MAINT PLANT/BLDGS			187.88
Purchase Order #:	0	Voucher #: 151609	Invoice #: 047037		50.39
Invoice Description:	WLDLF FOOD/ LT BLBS/ CTTN RND				
	001-410-516	SUPPLIES/OPERATING			50.39
Purchase Order #:	0	Voucher #: 152023	Invoice #: 01779A		238.00
Invoice Description:	TV - WWLC				
	001-410-507	EQUIPMENT/SMALL			238.00
Purchase Order #:	0	Voucher #: 152024	Invoice #: 02359		93.45
Invoice Description:	EE CULINARY SUPPLIES				
	001-350-516	SUPPLIES/OPERATING			93.45
Purchase Order #:	0	Voucher #: 152025	Invoice #: 02711		83.31
Invoice Description:	ORGNZR/ WR SHLVS/ BRSHS/ DAWN				
	001-350-516	SUPPLIES/OPERATING			83.31
Purchase Order #:	0	Voucher #: 152026	Invoice #: 03928		25.94
Invoice Description:	GLUE				
	001-350-516	SUPPLIES/OPERATING			25.94
Purchase Order #:	0	Voucher #: 152027	Invoice #: 03963		289.50
Invoice Description:	'VSNS' RUGS/ LNDRY DET/ GLUE				
	001-375-516	SUPPLIES/OPERATING			49.50
	001-375-636	PRODUCTION COST			240.00
Purchase Order #:	0	Voucher #: 152028	Invoice #: 04193		265.12
Invoice Description:	TV/ WLDLF FOOD				
	001-410-507	EQUIPMENT/SMALL			228.00
	001-410-516	SUPPLIES/OPERATING			37.12
Purchase Order #:	0	Voucher #: 152029	Invoice #: 04836A		27.48
Invoice Description:	EE CULINARY SUPPLIES				
	001-325-516	SUPPLIES/OPERATING			27.48
Purchase Order #:	0	Voucher #: 152030	Invoice #: 06056		97.52
Invoice Description:	WILDLIFE FOOD				
	001-410-516	SUPPLIES/OPERATING			97.52
Purchase Order #:	0	Voucher #: 152031	Invoice #: 06707		82.87
Invoice Description:	EE CULINARY SUPPLIES				
	001-350-516	SUPPLIES/OPERATING			82.87
*****	09/04/2024	7226 WALTER CURTIS COMPANY LLC	Check	No	46.00
Purchase Order #:	0	Voucher #: 151610	Invoice #: 34611		46.00
Invoice Description:	PCKT BADGE - WYATT				
	001-100-540	UNIFORMS			46.00
*****	09/04/2024	6673 CARMEN W. WATKINS	Check	No	150.00
Purchase Order #:	0	Voucher #: 151619	Invoice #: 240809		150.00

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i>		YOGA/ BLNC,COR,FLX			
	001-325-612	PROFESSIONAL FEES			150.00
*****	09/04/2024	3080 WEST MARINE PRODUCTS INC	Check	No	118.79
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151433	<i>Invoice #:</i> 8445		26.96
<i>Invoice Description:</i>		SAILBOAT HALYARD/ SHCKLE			
	001-410-618	RPR/MAINT EQUIPMENT			26.96
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 152032	<i>Invoice #:</i> 5158		45.37
<i>Invoice Description:</i>		BOAT SOAP/ WTR SPOT HOTSC			
	001-100-516	SUPPLIES/OPERATING			45.37
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 152033	<i>Invoice #:</i> 9730		46.46
<i>Invoice Description:</i>		#350 BOAT SOAP/ LED LT			
	001-614-731	GOMESA			46.46
*****	09/04/2024	5950 WILLIAMS SCOTSMAN, INC	Check	No	1,725.95
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151434	<i>Invoice #:</i> 9021565588		171.36
<i>Invoice Description:</i>		8/01-8/31/24 CNTNR RENT			
	001-301-614	RENTALS			171.36
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151435	<i>Invoice #:</i> 9021565589		171.36
<i>Invoice Description:</i>		8/01-8/31/24 CNTNR RENT			
	001-301-614	RENTALS			171.36
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151436	<i>Invoice #:</i> 9021565591		220.65
<i>Invoice Description:</i>		8/01-8/31/24 CNTNR RENT			
	001-301-614	RENTALS			220.65
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151437	<i>Invoice #:</i> 9021565592		220.65
<i>Invoice Description:</i>		8/01-8/31/24 CNTNR RENT			
	001-301-614	RENTALS			220.65
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 152034	<i>Invoice #:</i> 9021650911		507.85
<i>Invoice Description:</i>		CNTNR RMVL			
	001-301-614	RENTALS			507.85
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 152035	<i>Invoice #:</i> 9021650912		434.08
<i>Invoice Description:</i>		CNTNR RMVL			
	001-301-614	RENTALS			434.08
*****	09/04/2024	3955 WITTICHEN SUPPLY COMPANY	Check	No	651.49
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 152036	<i>Invoice #:</i> S104534484.001		485.17
<i>Invoice Description:</i>		DUCT HOT WR ANEMOMETER			
	001-200-507	EQUIPMENT/SMALL			485.17
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 152037	<i>Invoice #:</i> S104568731.001		93.48
<i>Invoice Description:</i>		HVAC FLTR			
	001-604-710	POLICE STATION CONSTRUCTI			93.48
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 152038	<i>Invoice #:</i> S104568741.001		72.84
<i>Invoice Description:</i>		HVAC FLTRS			
	001-100-616	RPR/MAINT PLANT/BLDGS			72.84
*****	09/04/2024	2390 AARON WYATT	Check	No	184.77
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 152039	<i>Invoice #:</i> 2440816		184.77
<i>Invoice Description:</i>		RMB UNIFORMS			
	001-100-540	UNIFORMS			184.77
*****	09/04/2024	8538 SALLY ANN WYRICK	Check	No	30.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 152040	<i>Invoice #:</i> 004		30.00
<i>Invoice Description:</i>		8/05-8/09/24 WTR FTNSS CLSS			
	001-302-612	PROFESSIONAL FEES			30.00
*****	09/04/2024	659 XEROX BUSINESS SOLUTIONS SOUTHEAST	Check	No	121.57

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 151438	Invoice #: IN2900362		121.57
Invoice Description:	04/17-07/16/24 COPIER				
001-304-516	SUPPLIES/OPERATING				121.57
Check Run 7166 Check Total					\$1,413,348.89
Check Run 7166 Update Only					\$0.00
Check Run 7166 Total					\$1,413,348.89

Check Run: 7167

*****	09/04/2024	7828 AMAZON CAPITAL SERVICES, INC	Check	No	15,514.33
Purchase Order #:	0	Voucher #: 151299	Invoice #: 11WK-VPXY-7CPL		305.89
Invoice Description:	LANYARDS/ PENS/ SPOT MRKRS				
001-301-516	SUPPLIES/OPERATING				305.89
Purchase Order #:	0	Voucher #: 151300	Invoice #: 136M-WNXL-7YKY		60.60
Invoice Description:	IPHN CASES				
001-100-507	EQUIPMENT/SMALL				60.60
Purchase Order #:	0	Voucher #: 151301	Invoice #: 13DT-J1PJ-9L4Q		149.74
Invoice Description:	PLANT CADDIES/ SCRWDVRVS				
430-682-620	RPR/MAINT GROUNDS				149.74
Purchase Order #:	0	Voucher #: 151302	Invoice #: 13G4-X34R-9L64		319.40
Invoice Description:	PARKNG SIGNAGE/ SPEED LMT SIGN				
001-614-736	ROSEMARY TRAIL CABINS				319.40
Purchase Order #:	0	Voucher #: 151303	Invoice #: 13VD-1CVD-JHDT		15.10
Invoice Description:	#302 OIL DIPSTICK				
001-410-618	RPR/MAINT EQUIPMENT				15.10
Purchase Order #:	0	Voucher #: 151304	Invoice #: 14K6-41PM-3GTL		72.50
Invoice Description:	'ALC' COSTUMES/ PROPS				
001-375-636	PRODUCTION COST				72.50
Purchase Order #:	0	Voucher #: 151305	Invoice #: 1C6W-F7XT-47F6		-18.98
Invoice Description:	CRDT- 'ALC' COSTUME				
001-375-636	PRODUCTION COST				-18.98
Purchase Order #:	0	Voucher #: 151306	Invoice #: 1FDV-6RT7-1XWR		529.98
Invoice Description:	#902 BED LNR SPRAY KIT				
404-677-516	SUPPLIES/OPERATING				529.98
Purchase Order #:	0	Voucher #: 151307	Invoice #: 1FN7-D3FC-MD41		61.58
Invoice Description:	KNIFE SET/ BROOM-DUSTPAN				
430-682-516	SUPPLIES/OPERATING				61.58
Purchase Order #:	0	Voucher #: 151308	Invoice #: 1G7R-7VVX-DRLD		1,755.53
Invoice Description:	MOWER CANOPIES				
001-301-507	EQUIPMENT/SMALL				1,755.53
Purchase Order #:	0	Voucher #: 151309	Invoice #: 1GHN-4X6K-3FJ1		-15.00
Invoice Description:	CRDT- CHAIR COVER				
001-375-516	SUPPLIES/OPERATING				-15.00
Purchase Order #:	0	Voucher #: 151310	Invoice #: 1GLM-H333-4JQV		23.99
Invoice Description:	'ALC' COSTUME				
001-375-636	PRODUCTION COST				23.99
Purchase Order #:	0	Voucher #: 151311	Invoice #: 1GMP-66XV-N9HF		86.94
Invoice Description:	RAIN BOOTS				
001-614-731	GOMESA				86.94
Purchase Order #:	0	Voucher #: 151312	Invoice #: 1HDQ-VL7J-1XQW		498.00
Invoice Description:	#2058 SPARE RIMS				
001-200-618	RPR/MAINT EQUIPMENT				498.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 151313	Invoice #: 1J1W-7C1P-1KFC		-23.89
Invoice Description:	CRDT- 'ALC' COSTUME				
001-375-636	PRODUCTION COST				-23.89
Purchase Order #:	0	Voucher #: 151314	Invoice #: 1KCR-FTGT-D6KK		-174.00
Invoice Description:	CRDT- SDI-HDMI CNVRTR				
001-375-516	SUPPLIES/OPERATING				-174.00
Purchase Order #:	0	Voucher #: 151315	Invoice #: 1KV1-FLNJ-1MGK		51.57
Invoice Description:	P-TWLS/ SAFETY SIGNS				
001-304-513	SUPPLIES/JANITORIAL				28.79
001-304-620	RPR/MAINT GROUNDS				22.78
Purchase Order #:	0	Voucher #: 151316	Invoice #: 1N3D-M9P7-M3YV		28.99
Invoice Description:	PRESSURE WASHER GUN				
001-410-516	SUPPLIES/OPERATING				28.99
Purchase Order #:	0	Voucher #: 151317	Invoice #: 1NNW-JC1K-FCFY		-39.99
Invoice Description:	CRDT- 'ALC' COSTUME				
001-375-636	PRODUCTION COST				-39.99
Purchase Order #:	0	Voucher #: 151318	Invoice #: 1NQM-WFQL-VWWV		491.46
Invoice Description:	#1058,#0024 TIRES				
001-200-618	RPR/MAINT EQUIPMENT				491.46
Purchase Order #:	0	Voucher #: 151319	Invoice #: 1PG6-6VKF-3DNF		43.49
Invoice Description:	iPHN SCR N PRTCTR/ NOTARY STMP				
001-030-516	SUPPLIES/OPERATING				43.49
Purchase Order #:	0	Voucher #: 151320	Invoice #: 1TNY-JRWM-GJQC		-69.11
Invoice Description:	CRDT- 'ALC' PROP				
001-375-636	PRODUCTION COST				-69.11
Purchase Order #:	0	Voucher #: 151321	Invoice #: 1V6X-VH6R-3DRY		-15.00
Invoice Description:	CRDT- CHAIR COVER				
001-375-516	SUPPLIES/OPERATING				-15.00
Purchase Order #:	0	Voucher #: 151322	Invoice #: 1WV7-WY7H-6KNQ		9.99
Invoice Description:	iPHN CASE				
001-301-516	SUPPLIES/OPERATING				9.99
Purchase Order #:	0	Voucher #: 151323	Invoice #: 1WYX-QQ4H-19GL		-18.99
Invoice Description:	CRDT- 'ALC' COSTUME				
001-375-636	PRODUCTION COST				-18.99
Purchase Order #:	0	Voucher #: 151324	Invoice #: 1XHP-KWX1-17WV		43.99
Invoice Description:	COPY PPR				
001-301-516	SUPPLIES/OPERATING				43.99
Purchase Order #:	0	Voucher #: 151325	Invoice #: 1Y9M-4YQQ-6G7T		10.76
Invoice Description:	KEY TAGS				
001-100-516	SUPPLIES/OPERATING				10.76
Purchase Order #:	0	Voucher #: 151450	Invoice #: 136G-KJ9J-1LYJ		35.96
Invoice Description:	STK TRM RMVL KIT				
001-200-516	SUPPLIES/OPERATING				35.96
Purchase Order #:	0	Voucher #: 151451	Invoice #: 13DT-J1PJ-K7VX		35.94
Invoice Description:	STK FUSE TAPS				
001-200-516	SUPPLIES/OPERATING				35.94
Purchase Order #:	0	Voucher #: 151452	Invoice #: 13DT-J1PJ-M9JK		211.71
Invoice Description:	LED BULBS				
411-681-616	RPR/MAINT BUILDING				211.71
Purchase Order #:	0	Voucher #: 151453	Invoice #: 13XH-9JXM-K4JD		35.58
Invoice Description:	STK SPRAYER WANDS				
001-200-516	SUPPLIES/OPERATING				35.58
Purchase Order #:	0	Voucher #: 151454	Invoice #: 169H-CVFK-R4YY		90.06

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> #497 OIL CHG KIT					
	001-175-622	RPR/MAINT VEHICLES			90.06
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151455	<i>Invoice #:</i> 17J4-6T1J-3MKN		1,424.28
<i>Invoice Description:</i> CLNG MCHNS/ GRBG CANS/ CLNR					
	411-681-507	EQUIPMENT/SMALL			949.99
	411-681-513	SUPPLIES/JANITORIAL			453.29
	411-681-616	RPR/MAINT BUILDING			21.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151456	<i>Invoice #:</i> 19GH-7GPK-4LJH		232.00
<i>Invoice Description:</i> STK CONCRETE TOOL					
	001-200-507	EQUIPMENT/SMALL			232.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151457	<i>Invoice #:</i> 1MTC-F4NW-1C9Y		131.42
<i>Invoice Description:</i> SHOES/ #355 BTTRY CHRGR					
	001-614-731	GOMESA			131.42
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151458	<i>Invoice #:</i> 1MYM-KMDJ-RGCT		12.99
<i>Invoice Description:</i> ICE CHST RPR KIT					
	001-200-516	SUPPLIES/OPERATING			12.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151459	<i>Invoice #:</i> 1WDM-R4MM-9GF4		89.67
<i>Invoice Description:</i> #472 OIL CHG KIT					
	001-175-622	RPR/MAINT VEHICLES			89.67
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151460	<i>Invoice #:</i> 1XMH-4NFX-N6WW		91.99
<i>Invoice Description:</i> #484 OIL CHG KIT					
	001-175-622	RPR/MAINT VEHICLES			91.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151461	<i>Invoice #:</i> 1YCD-HRQH-F67P		259.40
<i>Invoice Description:</i> INK CARTRIDGES					
	001-001-516	SUPPLIES/OPERATING			259.40
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151631	<i>Invoice #:</i> 1164-Q6PF-7TFM		75.43
<i>Invoice Description:</i> SIGN WR GRD/ DOOR STOP					
	001-325-616	RPR/MAINT PLANT/BLDGS			75.43
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151632	<i>Invoice #:</i> 11VD-N669-7WCH		-9.99
<i>Invoice Description:</i> CRDT- iPHN CASE					
	001-301-516	SUPPLIES/OPERATING			-9.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151633	<i>Invoice #:</i> 136G-KJ9J-9MG9		-125.37
<i>Invoice Description:</i> CRDT- LNYRDS/ STPLR					
	001-301-516	SUPPLIES/OPERATING			-125.37
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151634	<i>Invoice #:</i> 13DT-J1PJ-3F74		278.98
<i>Invoice Description:</i> STG RK/ STG BINS					
	001-325-516	SUPPLIES/OPERATING			278.98
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151635	<i>Invoice #:</i> 13VF-KRQJ-7LL9		365.38
<i>Invoice Description:</i> IPAD CASES					
	001-175-507	EQUIPMENT/SMALL			365.38
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151636	<i>Invoice #:</i> 16XW-QKJV-C31W		205.50
<i>Invoice Description:</i> GLUE STKS/ BTTLS/ PENS					
	001-350-516	SUPPLIES/OPERATING			205.50
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151637	<i>Invoice #:</i> 17FT-KQWJ-7VL4		79.70
<i>Invoice Description:</i> #474 OIL CHG KIT					
	001-175-622	RPR/MAINT VEHICLES			79.70
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151638	<i>Invoice #:</i> 1963-6VD3-6XQ7		45.60
<i>Invoice Description:</i> WSK SETS/ WOODEN SPOONS					
	001-325-516	SUPPLIES/OPERATING			45.60
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151639	<i>Invoice #:</i> 1CJG-DT6W-76N9		545.36
<i>Invoice Description:</i> CLAY/ STG BINS/ KROKE MCHNS/ STKY NTS					
	001-350-516	SUPPLIES/OPERATING			545.36
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151640	<i>Invoice #:</i> 1D76-NJXJ-1JYR		388.02

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> BMWHCKRS/ FLDRS/ VIOLN STRNGS					
001-325-516		SUPPLIES/OPERATING		388.02	
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151642	<i>Invoice #:</i> 1DT1-H4GV-66JD		62.89
<i>Invoice Description:</i> WTR FNTN COVER					
001-325-516		SUPPLIES/OPERATING		62.89	
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151643	<i>Invoice #:</i> 1GYD-3HTD-1QK9		-376.89
<i>Invoice Description:</i> CRDT- SHWR SEAT					
001-302-616		RPR/MAINT PLANT/BLDGS		-376.89	
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151644	<i>Invoice #:</i> 1K3G-9YDK-99RH		414.30
<i>Invoice Description:</i> ROLLING FILE CARTS					
001-100-507		EQUIPMENT/SMALL		414.30	
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151645	<i>Invoice #:</i> 1M1Q-7CJK-11F3		-130.92
<i>Invoice Description:</i> CRDT- LNYRDS/ FLD CONES/ LBLs					
001-301-516		SUPPLIES/OPERATING		-130.92	
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151646	<i>Invoice #:</i> 1M1Q-7CJK-KQJ3		27.37
<i>Invoice Description:</i> iPHN CASE					
001-301-516		SUPPLIES/OPERATING		27.37	
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151647	<i>Invoice #:</i> 1N3D-M9P7-17TC		-19.99
<i>Invoice Description:</i> CRDT- LANYARDS					
001-301-516		SUPPLIES/OPERATING		-19.99	
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151648	<i>Invoice #:</i> 1PCL-31DF-7R9T		39.95
<i>Invoice Description:</i> DOOR CLOSER					
001-325-616		RPR/MAINT PLANT/BLDGS		39.95	
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151649	<i>Invoice #:</i> 1RLK-9GHG-G3KT		17.41
<i>Invoice Description:</i> CHRGING CBLS					
001-410-516		SUPPLIES/OPERATING		17.41	
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151650	<i>Invoice #:</i> 1RWR-XTXM-9NVV		212.81
<i>Invoice Description:</i> HT LMP BLBS/ HABITAT SUPPLIES					
001-410-516		SUPPLIES/OPERATING		212.81	
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151651	<i>Invoice #:</i> 1TK9-VM13-37QX		789.96
<i>Invoice Description:</i> TV/ SCRWDVRs					
001-100-507		EQUIPMENT/SMALL		789.96	
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151652	<i>Invoice #:</i> 1TVQ-NGXG-3Q4X		247.99
<i>Invoice Description:</i> MEDICINE BALL SET					
001-325-507		EQUIPMENT/SMALL		247.99	
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151653	<i>Invoice #:</i> 1TVX-GDQY-T7WL		89.77
<i>Invoice Description:</i> #1503 OIL CHG KIT					
001-175-622		RPR/MAINT VEHICLES		89.77	
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151654	<i>Invoice #:</i> 1WC1-K9YF-NJDR		42.99
<i>Invoice Description:</i> TV WALL MNT					
001-100-507		EQUIPMENT/SMALL		42.99	
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151655	<i>Invoice #:</i> 1XD6-7PJV-J7JN		59.98
<i>Invoice Description:</i> F7 FLAG POLE RPR KIT					
001-301-618		RPR/MAINT EQUIPMENT		59.98	
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151776	<i>Invoice #:</i> 11J9-WHWQ-1TYH		-26.99
<i>Invoice Description:</i> CRDT- 'ALC' CSTM PANTS					
001-375-636		PRODUCTION COST		-26.99	
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151777	<i>Invoice #:</i> 13NC-Q4HW-N9PD		37.98
<i>Invoice Description:</i> GATE HINGES					
001-300-618		RPR/MAINT EQUIPMENT		37.98	
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 151778	<i>Invoice #:</i> 13QJ-1P43-4MP3		59.95
<i>Invoice Description:</i> STCKR LABELS					
001-200-516		SUPPLIES/OPERATING		59.95	

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 8/22/2024 to 9/4/2024 & 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 #: 151779	Invoice #: 16CQ-J9V7-MFXC		121.28
Invoice Description:	DUSTPAN-BROOM SETS				
001-200-513	SUPPLIES/JANITORIAL			121.28	
Purchase Order #:	0	Voucher #: 151780	Invoice #: 16WN-KGGW-CF3K		29.99
Invoice Description:	'ALC' COSTUME				
001-375-636	PRODUCTION COST			29.99	
Purchase Order #:	0	Voucher #: 151781	Invoice #: 17PG-CL4L-1D4W		141.00
Invoice Description:	MICRPHN CBLS				
001-001-516	SUPPLIES/OPERATING			141.00	
Purchase Order #:	0	Voucher #: 151782	Invoice #: 17XK-FG9F-1D49		91.19
Invoice Description:	TONER				
001-175-516	SUPPLIES/OPERATING			91.19	
Purchase Order #:	0	Voucher #: 151783	Invoice #: 1C6D-7J7P-99HY		706.16
Invoice Description:	'ALC' CSTMS/ RM DVDRS				
001-375-516	SUPPLIES/OPERATING			488.46	
001-375-636	PRODUCTION COST			217.70	
Purchase Order #:	0	Voucher #: 151784	Invoice #: 1CJ3-3MX3-79JR		49.99
Invoice Description:	CEILING FAN				
430-682-650	EXHIBITIONS & PROMOTIONS			49.99	
Purchase Order #:	0	Voucher #: 151785	Invoice #: 1GQ4-ML4Q-7TDR		657.41
Invoice Description:	SNK CBLS/ MIC CBLS/ SPKR MNTG				
001-001-507	EQUIPMENT/SMALL			657.41	
Purchase Order #:	0	Voucher #: 151786	Invoice #: 1GTK-9L61-79HX		59.95
Invoice Description:	OIL CNG STKRS				
001-200-516	SUPPLIES/OPERATING			59.95	
Purchase Order #:	0	Voucher #: 151790	Invoice #: 1JH1-KFKY-97F4		157.34
Invoice Description:	#25819 WORK LIGHTS				
403-676-622	RPR/MAINT VEHICLES			157.34	
Purchase Order #:	0	Voucher #: 151792	Invoice #: 1KCR-FTGT-WRHW		379.96
Invoice Description:	#497 TIRE				
001-175-622	RPR/MAINT VEHICLES			379.96	
Purchase Order #:	0	Voucher #: 151793	Invoice #: 1MDV-3PVC-1VTV		86.00
Invoice Description:	SPKR EXTNDR POLE				
001-001-516	SUPPLIES/OPERATING			86.00	
Purchase Order #:	0	Voucher #: 151794	Invoice #: 1MK1-N1GP-T1TH		35.98
Invoice Description:	INK				
001-175-516	SUPPLIES/OPERATING			35.98	
Purchase Order #:	0	Voucher #: 151795	Invoice #: 1QFC-JTLM-1CWX		58.36
Invoice Description:	CANVAS/ SPRY PNT/ PNT				
001-304-516	SUPPLIES/OPERATING			58.36	
Purchase Order #:	0	Voucher #: 151796	Invoice #: 1QGN-7LTM-3YW1		78.36
Invoice Description:	DROP CLOTH/ LIGHTER				
430-682-516	SUPPLIES/OPERATING			78.36	
Purchase Order #:	0	Voucher #: 151797	Invoice #: 1QLP-QQMN-L917		169.98
Invoice Description:	FLDBL TALL CHR-TBLS				
001-175-507	EQUIPMENT/SMALL			169.98	
Purchase Order #:	0	Voucher #: 151798	Invoice #: 1QLP-QQMN-W3YQ		-289.00
Invoice Description:	CRDT- GOLF CLUBS				
001-303-516	SUPPLIES/OPERATING			-289.00	
Purchase Order #:	0	Voucher #: 151799	Invoice #: 1R6Q-D676-C6JM		193.90
Invoice Description:	#815 OIL				
001-210-510	GAS/OIL			193.90	
Purchase Order #:	0	Voucher #: 151800	Invoice #: 1R7L-JWK1-9XGJ		245.95

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 8/22/2024 to 9/4/2024 & 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> #25819 LTS/ CNNCTRS/ WR					
	403-676-622	RPR/MAINT VEHICLES			245.95
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151801	<i>Invoice #:</i> 1RLK-9GHG-39KD		302.91
<i>Invoice Description:</i> 'ALC' MAKEUP/ CSTM					
	001-375-636	PRODUCTION COST			302.91
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151802	<i>Invoice #:</i> 1VXF-GVMW-4QWN		50.00
<i>Invoice Description:</i> FLOOR CORD CVRS					
	001-303-616	RPR/MAINT PLANT/BLDGS			50.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151803	<i>Invoice #:</i> 1X69-VL9N-7Y9N		1,087.33
<i>Invoice Description:</i> GOLF CLUBS					
	001-303-516	SUPPLIES/OPERATING			1,087.33
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151804	<i>Invoice #:</i> 1XWP-1MD7-VM3X		622.81
<i>Invoice Description:</i> STND MXR/ ATTCHMNTS/ HND MXRS					
	001-350-507	EQUIPMENT/SMALL			622.81
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151805	<i>Invoice #:</i> 1YD3-9R76-1TQL		39.53
<i>Invoice Description:</i> BNDR/ PKNG TAPE					
	430-682-516	SUPPLIES/OPERATING			39.53
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151806	<i>Invoice #:</i> 1YWD-VHVH-W9T4		176.72
<i>Invoice Description:</i> BLENDERS					
	001-350-507	EQUIPMENT/SMALL			176.72
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151966	<i>Invoice #:</i> 11YC-7XNW-YH3X		192.52
<i>Invoice Description:</i> #25819 LT BULBS					
	403-676-622	RPR/MAINT VEHICLES			192.52
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151967	<i>Invoice #:</i> 1JH1-KFKY-4PVT		237.59
<i>Invoice Description:</i> #410 MIRRORS					
	001-175-622	RPR/MAINT VEHICLES			237.59
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 151968	<i>Invoice #:</i> 1NMH-XMRL-3H4L		-24.70
<i>Invoice Description:</i> CRDT- LTTR SORTER					
	001-020-516	SUPPLIES/OPERATING			-24.70
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 152045	<i>Invoice #:</i> 1DQQ-9NR3-1R17A		-376.89
<i>Invoice Description:</i> CRDT- SHWR SEAT					
	001-302-616	RPR/MAINT PLANT/BLDGS			-376.89
Check Run 7167 Check Total					\$15,514.33
Check Run 7167 Update Only					\$0.00
Check Run 7167 Total					\$15,514.33

Check Run: 7168

*****	09/04/2024	1075 JUDGE OF PROBATE	Check	No	10.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 152047	<i>Invoice #:</i> 240821		10.00
<i>Invoice Description:</i> RENEW NOTARY					
	001-001-516	SUPPLIES/OPERATING			10.00
Check Run 7168 Check Total					\$10.00
Check Run 7168 Update Only					\$0.00
Check Run 7168 Total					\$10.00

Check Run: 7171

*	*****	08/27/2024	6171 STIVERS FORD LINCOLN	Check	No	61,985.00
	Purchase Order #:	240049	Voucher #: 152053	Invoice #: Z15123		61,985.00
	Invoice Description:	F350 E83897 RES 24-012				
	001-614-731	GOMESA				61,985.00

Check Register for 8/22/2024 to 9/4/2024 & Check Numbers 0 to 2147483647
Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Check Run 7171 Check Total					\$61,985.00
Check Run 7171 Update Only					\$0.00
Check Run 7171 Total					\$61,985.00

Check Run: 7173					
*****	09/04/2024	3783 BALDWIN CTY YOUTH FOOTBALL ASSN	Check	No	1,790.00
Purchase Order #: 0		Voucher #: 152158	Invoice #: 202012B		1,790.00
Invoice Description:		YTH FOOTBALL ANN'L FEES			
001-301-612 PROFESSIONAL FEES					1,790.00
Check Run 7173 Check Total					\$1,790.00
Check Run 7173 Update Only					\$0.00
Check Run 7173 Total					\$1,790.00

Description	Count	Amount (\$)
ACH	0	\$0.00
Bank of America	0	\$0.00
Check	192	\$1,492,648.22
Strategic Payment Services	0	\$0.00
Wells Fargo	0	\$0.00
Paymode X	0	\$0.00
Update Only	0	\$0.00
GRAND TOTAL	192	\$1,492,648.22

* Denotes Check Numbers that are out of sequence.

The above listed checks are hereby approved for check signing

Authorized Signatures:

(Date)

(Date)

From the Governing Body of the
CITY OF ORANGE BEACH, ALABAMA



Proclamation

- Whereas,** gynecologic (GYN) cancers are among the leading cancer killers of women in the United States, and more than 125,000 women will be diagnosed, and more than 33,000 women will die from these diseases this year and the absence they leave in our hearts will be deeply felt forever; and
- Whereas,** the Laura Crandall Brown Foundation and their “A State of Teal” initiative brings awareness of all GYN cancers to the people throughout the State of Alabama; and
- Whereas,** the good health and well-being of women in our state and the City of Orange Beach are enhanced by increased awareness of GYN cancers and their symptoms and treatments; and
- Whereas,** it is also crucial that all women in our state and the City of Orange Beach take an active role in learning the symptoms and risk factors associated with GYN cancers, developing healthy habits, and undergoing regular medical examinations so that any occurrence of these diseases may be detected in their early and treatable stages; and
- Whereas,** we reflect upon the memory of those lost to these diseases, the bravery of those currently battling these diagnoses, and the need for increased awareness, screening, and research so that the women of our state might be spared from them in the future, and encourage all citizens to work together to raise awareness of GYN cancers; and

Now, therefore, be it proclaimed by the Orange Beach City Council and Mayor that September 2024 is

GYNECOLOGIC CANCER AWARENESS MONTH

in the City of Orange Beach, Alabama, and all residents are encouraged to work together to raise awareness of GYN cancers.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Orange Beach, Alabama, this 3rd day of September, 2024.

Tony Kennon, Mayor



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

Departments: City Clerk

Description of Topic: Approval of a Restaurant Retail Liquor License Application by Pelican Grill, LLC, for Pelican Grill at 27267 Perdido Beach Boulevard, Suite 105.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2024.08.28 ABC Application - Pelican Grill



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240828091858376

Type License: 020 - RESTAURANT RETAIL LIQUOR

State: \$300.00 **County:** \$440.00

Type License:

State: **County:**

Trade Name: PELICAN GRILL

Filing Fee: \$50.00

Applicant: PELICAN GRILL LLC

Transfer Fee:

Location Address: 27267 PERDIDO BEACH BLVD ; STE 105 ORANGE BEACH, AL 36561

Mailing Address: 27267 PERDIDO BEACH BLVD ; STE 105 ORANGE BEACH, AL 36561

County: BALDWIN **Tobacco sales:** NO

Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: 001-142-301

Do you sell Draft Beer?:

Date Incorporated: 06/25/2024 **State incorporated:** AL

County Incorporated: BALDWIN

Date of Authority: 06/25/2024

Federal Tax ID: 99-3669632

Alabama State Sales Tax ID: R012227403

Name:	Title:	Date and Place of Birth:	Residence Address:
MARILYNN ELAINE BRUMMITT 800746197 - MS	MEMBER	08/11/1969 ABERDEEN MISSISSIPPI	25624 WEST PERDIDO AVENUE ORANGE BEACH, AL 36561

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

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

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

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

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

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

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

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

Contact Person: MARILYNN BRUMMITT

Home Phone: 662-646-0810

Business Phone: 662-646-0810

Cell Phone:

Fax:

E-mail: GMARIONCPA@ATT.NET

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240828091858376

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

Name of Property owner/lessor and phone number: **EVENT HORIZON LLC 251-709-7079**

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

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

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

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

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

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

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

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

Building Dimensions Square Footage: **3500** Display Square Footage:

Building seating capacity: **170**

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

License Structure: **MULTI STORY**

License covers: **BOTTOM FLOOR**

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

Nearest: **0**

Nearest school:

Nearest church:

Nearest residence: **0 blocks**

Location is within: **CITY LIMITS**

Police protection: **CITY**

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240828091858376



Initial each

MB
MB

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

MB

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

MB

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

MB

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

MB

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

MB

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

MB

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

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

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

MB

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

Applicant Name (print): Marilyn Elaine Brummitt

Signature of Applicant: Marilyn Elaine Brummitt

Notary Name (print): Patesa Bennett

Notary Signature: Patesa Bennett

Commission expires:

12/18/24

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

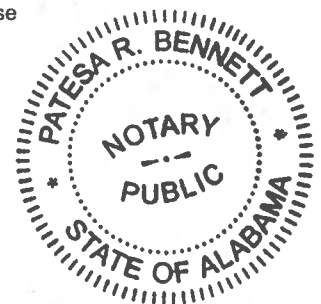
Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:





STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240828091858376

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

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

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

Has Agent verified membership applications for each member listed?

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

Agent's Initials:

For what purpose is the club organized?

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

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

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

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

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Is there any further interest in, or connection with, the licensee's business by the lessor?: LANDLORD HAS TERMS IN THE LEASE THAT ARE PREDICATED ON GROSS SALES

Receipt Confirmation Page

Receipt Confirmation Number: **20240828091858376**
Application Payment Confirmation Number: 102958330

Payment Summary	
Payment Item	Fee
Application Fee for License 020	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
020 - RESTAURANT RETAIL LIQUOR	\$440.00	\$300.00	\$740.00
			\$0.00
Total Amount to be Charged	\$440.00	\$300.00	\$740.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR

License Type 2:

License County: BALDWIN

Business Type: LLC

Trade Name: **PELICAN GRILL**

Applicant Name: **PELICAN GRILL LLC**

Location Address: 27267 PERDIDO BEACH BLVD ; STE 105
ORANGE BEACH, AL 36561

Mailing Address: 27267 PERDIDO BEACH BLVD ; STE 105
ORANGE BEACH, AL 36561

Contact Person: MARILYNN BRUMMITT

Contact Home Phone: 662-646-0810

Contact Business Phone: 662-646-0810

Contact Fax:

Contact Cell Phone:

Contact Email Address:

Contact Web Address:

Contact Relationship to Applicant: MEMBER OWNER



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

Departments: City Clerk

Description of Topic: Resolution appropriating funds to the Zoo Foundation, Inc., to sponsor the Alabama Gulf Coast Zoo in the amount of \$50,000 for FY2024.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-03-24 24-xxx Appropriate Funds Alabama Gulf Coast Zoo Annual Sponsorship
2. 2024.07.10 Letter - Alabama Gulf Coast Zoo Annual Sponsorship FY2024

RESOLUTION NO. 24-xxx

**A RESOLUTION APPROPRIATING FUNDS TO THE ZOO FOUNDATION, INC.
TO SPONSOR THE ALABAMA GULF COAST ZOO
IN THE AMOUNT OF \$50,000 FOR FY2024**

FINDINGS:

1. The Zoo Foundation, Inc. is a 501(c)(3) nonprofit organization operating as Alabama Gulf Coast Zoo.
2. The Alabama Gulf Coast Zoo has requested support from the City of Orange Beach in the form of an annual sponsorship.
3. The City Council, having determined that appropriating said funds to The Zoo Foundation, Inc. for the benefit of Alabama Gulf Coast Zoo serves a public purpose and 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 Orange Beach City Council, having determined that it serves a public purpose and is in the best interest of the City, hereby appropriates the sum of Fifty Thousand Dollars (\$50,000.00) to The Zoo Foundation, Inc., for annual sponsorship of the Alabama Gulf Coast Zoo in return for sponsorship benefits outlined for the 2024 year (attached Exhibit A); and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 3rd DAY OF SEPTEMBER, 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 September 3, 2024.

City Clerk



July 10, 2024

City of Orange Beach
Mayor Tony Kennon and City Council
P.O. Drawer 458
Orange Beach, AL 36561

Dear Honorable Mayor and City Council Members,

We would like to express our immense thanks for your continued generosity and the foresight you all have shown in your long-term commitment to support the Alabama Gulf Coast Zoo.

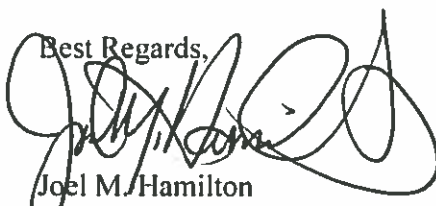
Enclosed is the requested invoice for this year's donation along with the sponsorship benefits you will receive.

This past year, in addition to caring for over 300 animals, we were able to create new adventure exhibit spaces for our ring-tailed lemurs, sulcata tortoises, and enhance other exhibits as well as education spaces. We welcomed the birth of endangered cotton-top tamarin twins and became the forever home for several new birds, reptiles, and ostriches. Most importantly we were able to educate hundreds about conservation through community events, field trips and other educational programs.

Your support is a critical component of sustainability for the Zoo. We are forever grateful for your generosity, and it is so very much appreciated.

Thank you for being part of the Alabama Gulf Coast Zoo family. We appreciate YOU!

Best Regards,


Joel M. Hamilton
Executive Director
director@algulfcoastzoo.org
(251) 256-7008 x 125


Paula White
Director of Development
development@algulfcoastzoo.org
(251) 256-7008 x 124

CC: Ford Handley, City Administrator

Enclosures: Invoice Request
2024/2025 Sponsorship Benefits

**ISSUED TO:**

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

INVOICE NO:**#2024-000**

July 10, 2024

DESCRIPTION**TOTAL**

Annual Donation Request

\$50,000

TOTAL**\$50,000**

Total

\$50,000

Tax

Amount due**\$50,000***Thank
you*



City of Orange Beach Sponsorship Benefits

Included with Annual Sponsorship of \$50,000 (2024-2025)

- Supporting Sponsorship of Fall Zoo Brew Event (September 27, 2024) includes:
 - o City logo included on event banner
 - o City logo on Zoo Brew website, zoo social media sites and monthly newsletter
 - o 6 tickets to Zoo Brew
- Opportunity to participate as a Trick or Treat table during Boo at the Zoo (October 19, 2024) includes:
 - o Company logo listed on event website, social media and newsletter
 - o 6 tickets to Boo at the Zoo
- Top Level Sponsorship of Spring Event (March 2025) includes:
This new event is still in the planning phases. The city will receive the top-level sponsorship benefits as they are outlined for this event, included but not limited to:
 - o 8 VIP Tickets
 - o Large logo on evening event banner/signage
 - o City logo promoted on all zoo social media platforms
 - o City logo featured in zoo monthly newsletter (4,000 contacts)
- Collaboration with the City of Orange Beach schools and the AGCZ education department as programs are developed.
- Recognition throughout the year on social media, AGCZ website, and newsletter as an AGCZ Annual Sponsor
- City of Orange Beach Employee Zoo Day (Date TBD) – This will include 2 Adult and 2 Children admissions per City of Orange Beach employee, with 10% off any additional guests (proof of employment will need to be shown for entrance).
- Two Family Membership passes (includes 2 adults and 4 children admissions per visit) to be located at the city and available for check-out by employees throughout the year.



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

Departments: City Clerk

Description of Topic: Resolution appointing David Dichiara, Ryan Long, and Travis Shell to the Board of Adjustment.

Background/Description: Terms expiring for David Dichiara, Ryan Long (supernumerary), and Travis Shell (supernumerary).

Action Options/Recommendation: Appoint/reappoint for three year terms.

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-03-24 24-xxx Appoint Board of Adjustment Dichiara Long Shell

RESOLUTION NO. 24-xxx

**A RESOLUTION APPOINTING
DAVID DICHARA, RYAN LONG, AND TRAVIS SHELL
TO THE BOARD OF ADJUSTMENT**

FINDINGS:

1. Chapter 2, Article V, Division 4 of the Orange Beach City Code establishes the Board of Zoning Adjustment.
2. The terms of David Dichara, Ryan Long (supernumerary), and Travis Shell (supernumerary) are expiring.

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

1. That David Dichara be and is hereby reappointed to serve on the Board of Adjustment for a three-year term which ends September 24, 2027;
2. That Ryan Long be and is hereby reappointed to serve on the Board of Adjustment as a supernumerary for a three-year term which ends September 24, 2027.
3. That Travis Shell be and is hereby reappointed to serve on the Board of Adjustment as a supernumerary for a three-year term which ends September 24, 2027.
4. That it be reaffirmed that the following persons have been appointed to the Board of Adjustment for the terms set out below:

Linda Bradley, three-year term ending September 24, 2026

Greg Kennedy, three-year term ending September 24, 2026

Ryan Beebe, three-year term ending September 24, 2025

McGee Scarbrough, filling vacated three-year term ending September 24, 2025.

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

ADOPTED THIS 3rd DAY OF SEPTEMBER, 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 September 3, 2024.

City Clerk



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide design services for a Pickleball Bathroom Building in an amount not to exceed \$14,000.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-03-24 24-xxx Authorize Task Order McCollough Architecture Pickleball Bathrooms
2. 2024.08.13 Task Order McCollough Architecture Pickleball Bathrooms

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
TASK ORDER WITH MCCOLLOUGH ARCHITECTURE, INC.
TO PROVIDE DESIGN SERVICES FOR A
PICKLEBALL BATHROOM BUILDING
IN AN AMOUNT NOT TO EXCEED \$14,000**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 23-155 adopted August 15, 2023, approved a contract with McCollough Architecture, Inc., 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 Construction and Facilities Manager has submitted a task order (attached Exhibit A) for Council approval.
4. The proposed Task Order requires McCollough Architecture, Inc., to provide design services for a Pickleball Bathroom Building.
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 McCollough Architecture, Inc., 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 \$14,000.00 to McCollough Architecture, Inc., to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 3rd DAY OF SEPTEMBER, 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 September 3, 2024.

City Clerk



TASK ORDER AUTHORIZATION

TASK ORDER NO. 27

CITY OF ORANGE BEACH - PERFORMANCE CONTRACT

ARCHITECTURAL SERVICES

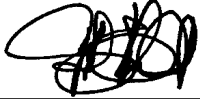
This Task Order is for the Architectural, mechanical and plumbing engineering services for the approximately 980 s.f. H.C. with a 784 s.f. covered porch Pickleball Bathroom Building for the City of Orange Beach, Alabama. The estimated construction budget for this project is approximately \$450,000.00 for a block building. *Please note the costs of construction is an estimate. The cost of construction can change at any moment in our current climate.* This includes the City handling the electrical and civil engineering as well as self-performing the sitework and landscaping.

The cost for completing this work shall be a lump sum fee of **\$14,000.00**.

The following exhibits are made part of this Task Order and are attached here to:

Exhibit A - Scope of Work

Exhibit B - Man-Hour/Fee Estimate

OFFERED BY CONSULTANT	
 _____ Representative's Signature	_____ McCollough Architecture Firm Name
_____ Sted McCollough Printed Name _____ President _____ Title	_____ 2024.08.13 Date

RECOMMENDED FOR APPROVAL	
_____ Signature	_____ Date
_____ Title	

APPROVED BY CITY OF ORANGE BEACH	
_____ Signature	_____ Date
_____ Title	



EXHIBIT A

TASK ORDER NO. 27

CITY OF ORANGE BEACH, ALABAMA

SCOPE OF WORK:

This Task Order is for the Architectural, mechanical and plumbing engineering services for the approximately 980 s.f. H.C. with a 784 s.f. covered porch Pickleball Bathroom Building for the City of Orange Beach, Alabama.

SPECIFIC TASKS TO BE COMPLETED INCLUDE:

- Schematic Design has already been handled by the Construction Manager and that percentage has been deducted from our fee.
- The architect will provide Design Development drawings.
- The architect will provide Construction Drawings with mechanical and plumbing engineering as well as coordinate with the electrical and civil engineer.
- The architect will provide a Project Manual.
- The architect will Bid and Negotiate Project.
- The architect will perform Monthly Construction Administration during Construction Phase.

PRELIMINARY SCHEDULE (Schedule is contingent on City input and turn-around time)

- The architect will provide Design Development Drawings within 15 days.
- The architect will provide Construction Drawings including Architectural, Mechanical and Plumbing within 60 days.
- Project Manual and Bid Documents shall be completed within 20 days of approved Construction Drawings.

***NOTE: Numerous items outside of the control of the architect and engineer can greatly affect the overall schedule. Schedule will be adjusted for time required for City reviews; input; and approvals.**
END OF EXHIBIT A



EXHIBIT B

CITY OF ORANGE BEACH, ALABAMA

TASK ORDER NO. 27

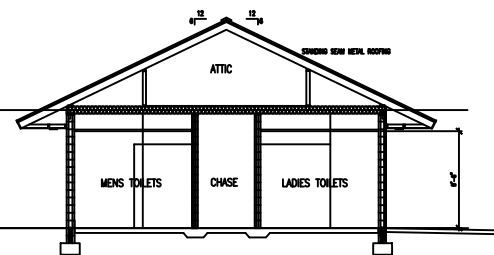
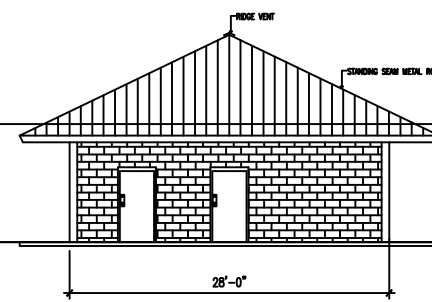
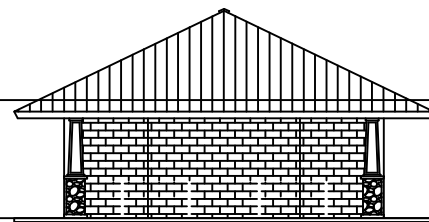
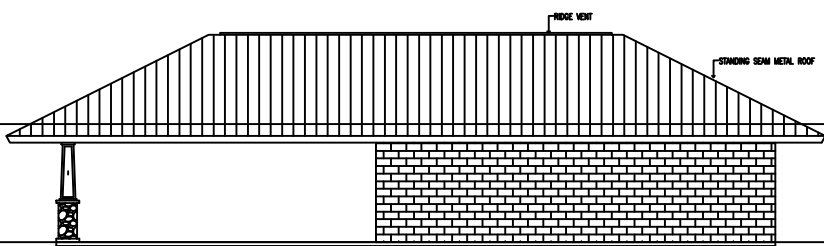
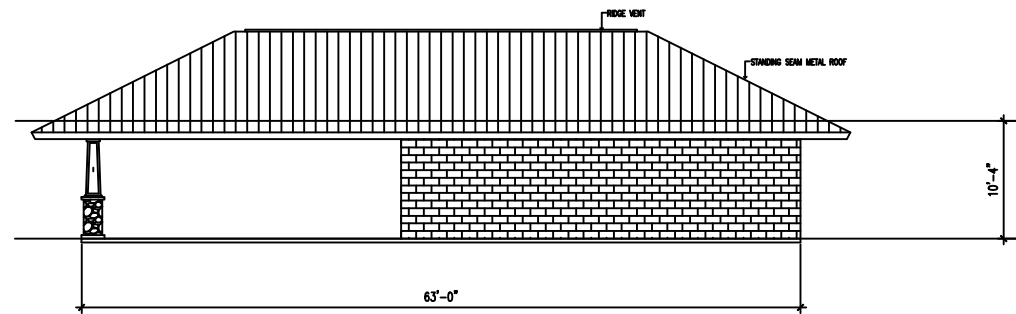
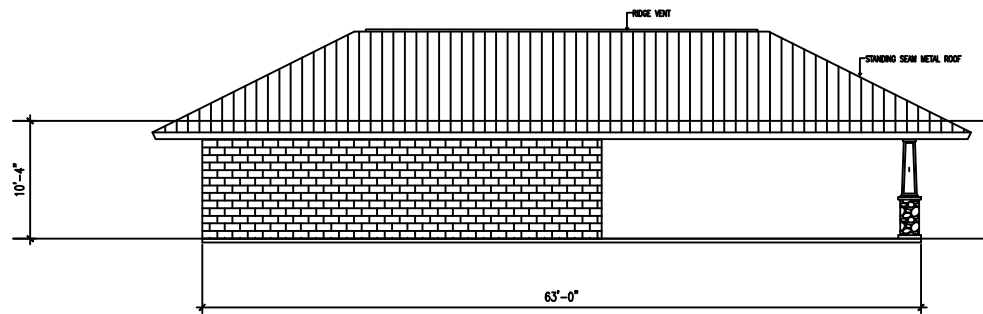
MAN – HOUR RATES FOR ADDITIONAL SERVICES (IF NEEDED)

CLASSIFICATION:	HOURLY RATE:
Principal Architect	\$150.00
Structural Engineer	\$150.00
CAD Operator	\$85.00
Project Manager	\$100.00
Clerical	\$30.00
Engineering	(Cost plus 15%)
Landscape Architect	(Cost plus 15%)

PHASES AND PAYMENT:

- Design Development (\$3,500.00)
- Construction Drawings sufficient for Permit. (Lump-sum \$6,700.00)
- Project Manual. (Lump-sum \$1,000.00)
- Bid and Negotiate Project (Lump-sum \$400.00)
- Perform Monthly Construction Administration during Construction Phase. (\$2,400.00 to be divided up into 3-month Construction phase (\$800.00 per month))

END OF EXHIBIT B





**REGULAR CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a FY2023 Assistance to Firefighters Grant Award Agreement with the U.S. Department of Homeland Security for the purchase of portable radios for the Fire Department.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Total project cost of \$909,000. Federal funding award of \$865,714.28. City match of 5% is \$43,285.72.

ATTACHMENTS:

1. 09-03-24 24-xxx Authorize Grant Award Agreement FEMA Homeland Security Fire Radios
2. 2024.08.16 Grant Award Agreement Homeland Security FEMA Fire Radios

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
FY2023 ASSISTANCE TO FIREFIGHTERS GRANT AWARD AGREEMENT WITH THE
U.S. DEPARTMENT OF HOMELAND SECURITY FOR THE
PURCHASE OF PORTABLE RADIOS FOR THE FIRE DEPARTMENT**

FINDINGS:

1. The U.S. Department of Homeland Security has approved the City's grant request for financial assistance to purchase portable radios for the Fire Department.
2. The federal funding award total is \$865,714.28. The City's required matching share will be \$43,285.72, which is 5% of the total project cost of \$909,000.
3. After having reviewed said agreement (attached Exhibit A), the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the City of Orange Beach commits \$43,285.72 for the purpose of matching the FY2023 Assistance to Firefighters Grant Program;
2. That the Mayor and City Clerk are hereby authorized to execute and attest, respectively, a Grant Agreement between the City of Orange Beach and the U.S. Department of Homeland Security as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 3rd DAY OF SEPTEMBER, 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 September 3, 2024.

City Clerk

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 08/12/2024



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

EMW-2023-FG-01568

Dear Renee Eberly,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2023 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of \$865,714.28 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$43,285.72 for a total approved budget of \$909,000.00. Please see the FY 2023 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2023 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink that reads "P. Williams".

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2023 Assistance to Firefighters Grant

Recipient: CITY OF ORANGE BEACH

UEI-EFT: JKREAZH2DMF6

DUNS number: 791793961

Award number: EMW-2023-FG-01568

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2023 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$909,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$865,714.28
Non-federal	\$43,285.72
Total	\$909,000.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2023 FG NOFO.

Approved request details:

Equipment

Portable Radios (must be P-25 Compliant)

DESCRIPTION

NFPA 1802 compliant P25 portable radio

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	90	\$10,100.00	\$909,000.00	Equipment

CHANGE FROM APPLICATION

Unit price from **\$10,819.86** to **\$10,100.00**

JUSTIFICATION

The award reflects a reduction from the amount requested in the application. Cost requested for portable radios exceeds the average price range calculated from market research and prior awards for the same item.

Agreement Articles

Program: Fiscal Year 2023 Assistance to Firefighters Grant

Recipient: CITY OF ORANGE BEACH

UEI-EFT: JKREAZH2DMF6

DUNS number: 791793961

Award number: EMW-2023-FG-01568

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

Article 2**General Acknowledgements and Assurances**

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3	Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	Activities Conducted Abroad Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
Article 11	Debarment and Suspension Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplicative Costs Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 19.
Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 17	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 18	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 19	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Article 20	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 21	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 22	John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
Article 23	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article 24**Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 25**National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26**Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 27**Non-Supplanting Requirement**

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 28	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 29	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 30	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 31	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 32	Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 33**Reporting Subawards and Executive Compensation**

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 35	SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment CISA.
Article 36	Terrorist Financing Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.
Article 37	Trafficking Victims Protection Act of 2000 (TVPA) Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.
Article 38	Universal Identifier and System of Award Management Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 39	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 40	Use of DHS Seal, Logo and Flags Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 41	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 42**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at:

<https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44**Acceptance of Post Award Changes**

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47**Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2023-FG-01568	2. Amendment No. N/A	3. Recipient No. 630888669	4. Type of Action AWARD	5. Control No. WX03513N2024T		
6. Recipient Name and Address CITY OF ORANGE BEACH 4099 ORANGE BEACH BLVD ORANGE BEACH, AL 36561		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Renee Eberly		9a. Phone No. 2519816806	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 08/12/2024	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 08/19/2024 to 08/18/2026 Budget Period 08/19/2024 to 08/18/2026		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FG	97.044	2024-F3-GB01 - P410-xxxx-4101-D	\$0.00	\$865,714.28	\$865,714.28	\$43,285.72
Totals			\$0.00	\$865,714.28	\$865,714.28	\$43,285.72
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	08/12/2024



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

Departments: Coastal Resources

Description of Topic: Resolution authorizing the purchase of a Greenhouse (materials only) for the Coastal Resources Department through Sourcewell from Atlas Greenhouse, LLC, in the amount of \$75,305.33.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Grant funding

ATTACHMENTS:

1. 09-03-24 24-xxx Authorize Purchase Greenhouse Coastal Resources Sourcewell
2. 2024.08.16 Quote - Coastal Resources - Atlas Greenhouse

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
GREENHOUSE (MATERIALS ONLY) FOR THE
COASTAL RESOURCES DEPARTMENT
THROUGH SOURCEWELL FROM ATLAS GREENHOUSE, LLC
IN THE AMOUNT OF \$75,305.33**

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 Greenhouse (Materials Only) for the Coastal Resources Department through Sourcewell, approved by the State of Alabama and the Public Examiners Office, in the amount of \$75,305.33;
2. That the Mayor is hereby authorized to approve payment to Atlas Greenhouse, LLC, in the amount of \$75,305.33 for a Greenhouse (Materials Only) for the Coastal Resources Department per the proposal dated August 8, 2024;
3. That the material as described in this Resolution is to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 3rd DAY OF SEPTEMBER, 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 September 3, 2024.

City Clerk



ATLAS GREENHOUSE

V-042324

P.O. Box 558 9596 US Hwy 82 East • Alapaha, GA 31622

Ph: 1-800-346-9902 / Fax: 1-229-532-4600

Proposal For: City of Orange Beach ALPrepared by **Jim Williams**

August 8, 2024

Billing Address

Bill To: **City of Orange Beach AL**
 4597 Walker Avenue
 Orange Beach **AL** 36561

Attn: Tim Tabb

Ph: _____

Cell: 251-923-6871

E-mail: ttabb@orangebeachal.gov

Sourcewell Contract Number: 071223-AGR

Sourcewell Member Number: _____

Terms: ☐ Paid in Full ☐ 50% Deposit: Balance due before shipment.☒ Other **VIA P.O.**

Payment Method _____

Requested delivery date: _____

Shipping AddressShip to: **same as billing address**

Attn: _____

Ph: _____

Alt. Ph. _____

Grand Peak Series Greenhouse Structure**Single Bay****1** **30'** ft. Wide by **72** ft Long, with **8** ft. Sidewalls Project Square Footage: **2160****Structure is to 30' wide by 70' long on 10' spacing's.**Posts: Column Post: Allied "Gatorshield" 4" x 4" Square Tubing **11** GA

Foundation Options - Column Posts: with welded base plates to be anchored to concrete

Rafters: 2" x 3" Rafters and Truss Cords with 2" x 2" uprights

Purlins: 6 runs of 2-1/2" sq. 14 ga. & 2 runs of 2-1/4" sq. 14 ga.

Truss Stabilizers: 2 runs of 2" x 2" x 14 gauge

Side Wall Height: 8 Feet

Bow Spacing: **10 feet**

Hardware: Complete Hardware Package for Frame Assembly

Gutter: Galvanized Steel with splices, sealants, bolts and nuts.

Sealed Engineering Drawings for Structural Design

Sealed Engineering Drawings for Foundation Design

Wind and Snow LoadsWind Load (WL) **157** mph, 3 second gusts **Baldwin County, AL**Snow Load (SL) **5** lbs. psf, Ground SnowRisk Category **II**

The above Wind and Snow Loads may or may not meet your Local Building Code Requirements.

Intended Crop:

Educational

Twin Wall PCSS Roof Covering

- 1** Bay(s) Twin Wall PCSS Roof Covering Kit for a 30' x 72 x 8 Grand Peak Greenhouse to include: all necessary hardware, extrusions, flashing, etc.

Steel End wall Framing Kits

- 2** Steel End Wall Kit(s) for a 30' x 72 x 8 Grand Peak Greenhouse to include:
wall studs, horizontal framing and all attaching hardware (L-Brackets, Tek-screws, etc.)
- | | | | |
|-----------------------------|---------------------|--------------------------------|---------------------|
| Equipment in Front End Wall | <u>1</u> Door(s) | <u>2</u> Fan(s) | <u>1</u> Shutter(s) |
| Equipment in Rear End Wall | <u>1</u> Shutter(s) | <u>4</u> X <u>15</u> Wall Vent | <u>1</u> Door(s) |

8mm Twin Wall Polycarbonate End wall Covering Kits

- 2** 8mm Twin Wall End wall covering Kit(s) for a 30' x 72 x 8 Grand Peak Greenhouse to include:
all necessary twin wall polycarbonate sheeting, "H" and "Base" extrusions, Tek screw fasteners, foil tape and flashing for all openings.

8mm Twin Wall Polycarbonate Side Wall Framing and Covering Kit

- 2** Steel Side Wall framing & Covering kit(s) for a 30' x 72 x 8 Grand Peak Greenhouse to include: horizontal framing, covering, extrusions and all attaching hardware (L-Brackets, Tek-screws, etc.)

End Wall Framing Information

Front End Gables: Framed for 2 - 42" exhaust fans and

1 - Main Entry door.

- A) Framing Studs: Allied "Gatorshield" 2" x 2" x 14 ga. Square w/ brackets for wedge anchor attachment.
B) Horizontal Purlins: Allied "Gatorshield" 2" x 2" x 14 ga. Square
C) Base Extrusion: Aluminum base extrusion attractively seals and "trims out" base of greenhouse.

Rear End Gables: Framed for 4 ft. x 20 ft. Evaporative Cooling System and 1 - Personnel Door.

- A) Framing Studs: Allied "Gatorshield" 2" x 2" x 14 ga. Square w/ brackets for wedge anchor attachment.
B) Horizontal Purlins: Allied "Gatorshield" 2" x 2" x 14 ga. Square
C) Base Extrusion: Aluminum base extrusion attractively seals and "trims out" base of greenhouse.

End Gable glazing: 8mm clear twinwall no drip polycarbonate panels, complete framing, glazing, and extrusion package. (10 yr. warranty)

Ventilation

- A) 2 - 42" Quietaire GCS slant wall exhaust fan 1hp: 15490 cfm ea. @ .10 SP 110V or 220V.

All fans are single speed & equipped with shutter and guard

Offering a minimum of 1.3 air exchanges per minute @ .10 inches of static pressure.

- B) 1 - 39" Motorized Shutter, located above cooling pad offers a fresh air intake at the minimum stage cooling. Equipped with **Belimo** Shutter Motor

- C) 1 - 4 x 20 ft. Stainless Steel Quietaire Evaporative Cooling System with trough, plate and 6" thick pad. The 6" pad material offers maximum cooling. Uses a 65 / 15 degree water/air flow with a 420 per maximum face velocity. System is self contained and does not require a reservoir tank. Includes sump pump and float valve for proper water level regulation.

- D) 1 - 4 x 20 ft. Automatic Wall Vent located behind the evaporative cooling system. Wall vent operates using a motorized rack & pinion drive system offering years of maintenance free operation. Includes 24 volt motor, mounts and vent boss. Includes extruded aluminum frame and 10 yr. warranted 8mm polycarbonate covering.

Heating

- A) 1 - 300,000 BTU - L. P. Modine Gas heater.

Modine Model PTP300A Heater delivers 80% thermal efficiency in a small package. Featuring a Aluminized primary heat exchanger. Totally enclosed fan motors and all controls mounted inside the cabinet for protection from airborne moisture and dust. Comes set-up for LP gas, Natural gas conversion available.

- B) 3 - Horizontal Air Flow Fans (HAF) 18" - 3 bladed fans complete with guard and a split capacitor 115 volt 60 hz motor, 1.1 amps develops 1790 CFM. These fans circulate the air to maintain a consistent temperature inside the greenhouse, in addition, these fans reduce the stratification (stale air) thus reduces the risk of plant disease.

Doors

- A) 2 - 48" x 7' -0" ADA compliant single swing door with 24" x 30" Tempered Glass Light Kit. Includes: 20 ga. Polystyrene Door leaf, 16 ga. 4-1/4" frame, bb hinges (3), threshold sweep, kerf weatherstrip, Sargent Rim Panic hardware, lever lockset and closer.

Automatic Temperature Control

- A) 1 - Bartlett Instrument Company Climate Boss Controller.
Touch screen technology enables you to controll either mechanically or naturally cooled greenhouses. This unit comes with pre-wired relay box for ease of installation. the Climate Boss can be programmed for 1 or 2 zones and allows for programmable temperature settings in Day, Night and DIF stages. Includes 2 cycle timers for irrigation misting, or lights: a vent stage for dehumidification: an alarm outpur for high or low temperatures for the past 7 days are available as graphs. WiFi Enabled Controller for Updates and HeadGrower app which allows remote control and programing.

Hanging Basket Rails:

- A) 1 - Will provide 8 runs of 1" x 2" x 16 ga. Allied "Gatorshield" tubing running the length of benches. Total Length of the System is 48 feet long rail length

Comprised of 6 Runs with Drippers for Hanging Baskets & 2 Runs for Irrigation Support

Shade Cloth

- A) 1 - 34 foot by 71 foot (2414 Square Ft.) Svensson_Harmony
Shade Cloth with 51% Shading factor. Grommeted and taped 2 foot on centers.
The shade cloth will be applied to the roof of the finished structure and to be attached to the midpoint on side wall for easy installation and removal. The shade cloth will help reduce inside temperature and allow optimum growing for "Partial Sun" plant material. Included is 3/4" - 1 hole clamp with hardware and Lace Rope for Shade Cloth attachment.
2 Cable Lace Assemblies for Gutter to include, 1/4" Cable, Turnbuckles & Hardware

Emergency Lighting / Exit Signs / Fire Extinguisher

- A) 1 - Will be located above doors and will illuminate the word "EXIT" at all times, also has emergency lights powered by a rechargeable battery. Emergency lights should come on when the power is interrupted for any reason.
One Multi purpose dry chemical A-B-C rated 10 lb. Fire extinguisher charged with formulated siliconized dry chemical UL rated for fighting paper, wood, fabric, grease, flammable liquid and electrical fires.

Benches

- A) Benches are framed with aluminum extrusions and rectangular galvanized steel tubing for superior strength. Bench mesh is 3/4" x 13 gauge galvanized expanded metal. Bench cross braces are made of 1" x 2" rectangular tubing and spaced 2 ft. apart, bench legs consist of 1" x 2" rectangular tubing.

Qty.	<u>12</u>	6' x 9' - 6" Portable Benches	
Qty.	<u>2</u>	3 ft. Continuous Bench by	<u>60</u> ft. long.

Irrigation:

A) Mist:

- 1** - Complete system with brass high pressure regulator, filter, punch tool, gate valves, zone controller, and solenoids. Mist irrigation plumbed above benches with 36" long misters spaced 4' on centers and will have manual shut off. Hanging basket drippers are to be fixed flow and have the capacity to be turned off. Drippers are spaced 24" on centers & are 24" long

B) Fertilizer Injector:

- 1** - Installed minimum of 30" ground for easy access, all irrigation outlets are serviced through fertilizer injector. Unit provides a maximum of 30 GPM of fertilizer/water solution output. Unit must be installed with bypass and gate valves for flexibility.

C) Controller:

- 1** - Rain Bird Model ESP 4M Modular Irrigation Controller. Includes an additional 3 zone module to give a total of 7 zones. This controller allows for future expansion up to 13 zones. Has 3 independent programs to give the flexibility

D) Includes Galvanized Steel Solenoid Manifold for Each System

NOTE: Minimum of 55 PSI required for proper operation of irrigation system. PVC Plumbing, fittings and supplies to be provided by others.

Installation: (Provided by customer)

Purchaser Responsibilities

Contractor Access

- A) Workers must have access to construction site from 7 A.M. to 6 P.M.
- B) Workers must have access to restroom facilities.

NOTE: Site Preparation, Foundation and Flooring is the responsibility of the Purchaser.

Electrical

- A) Required to furnish 120/240 volt single phase electrical supply within the perimeter of greenhouse located near front door as shown on drawings.
- B) 20' of additional electrical cable to be provided to effectively connect power without splice.

Plumbing

- A) Required to furnish minimum 1" PVC water supply within the perimeter of the greenhouse located near front door as shown on drawings. **Minimum of 55PSI of pressure required.**

Drainage

- A) Local system will perform final connection of drainage system.
- B) Applies to structure with sinks and / or solid concrete slabs with center drain.

Gas Line

- A) School system (or others) to furnish gas line for heaters inside of greenhouse and is responsible for final hook up to heater.
- B) Applies to both LP and Natural gas heater systems.

Utilities

- A) **Power supply and water supply must be run to site prior to the beginning of any construction.**

Permits

- A) **Purchaser responsible for pulling any required permits for the project.**

Dumpster

- A) **Purchaser required to provide dumpster for waste material prior to installation.**

		Sub Total	\$	82,120.38
	12.5%	Discount	\$	10,265.05
		Sub Total	\$	71,855.33
		Shipping	\$	2,900.00
		Crating Fee	\$	550.00
		Sub Total	\$	75,305.33
Total Wt.	20117.32	Grand Total	\$	75,305.33

Note: Proposal valid for 7 days after: August 8, 2024

The Greenhouse described in this order is designed for and limited to the wind and snow loads identified and described above. These loads are based on data provided by the American Society of Civil Engineers ASCE 7-10 Manual, Figure 7-1 and the IBC-2015 Manual, Figure 1608.2 for snow as a Catagory I continuously heated greenhouse described in Table 1604.5 of the IBC-2015 Manual and ASCE 7-10 Manual, Figure Table 1.5-1 and the IBC-20125 Manual, Figure CC-4 for wind. It is the responsibilty of the customer/purchaser of this Greenhouse to confirm with the local building authorities of the accuracy and correctness of these loads prior to the order acceptance. Atlas Manufacturing, Inc. cannot and will not be held liable or responsible for any and all damages and/or sturctural failures caused by prevailing load conditions at the greenhouse's erected location that exceeds the aforementioned Wind and Snow loads defined above.

I, City of Orange Beach AL have read and understand the above order and disclaimer and agree to this order and disclaimer in their entirety. (This order is not valid unless accepted by Atlas Manufacturing, Inc.

Accepted,

Company / Individual

Name (Please Print)

Title

Signature

Date

Accepted,

Atlas Manufacturing, Inc.

Jim Williams

jim@atlasgreenhouse.com

Greenhouse Sales

Title

Jim Williams

Signature

8/8/2024

Date

*** Due to the volatility of fuel prices, freight charges will be determined at time of shipment and adjusted accordingly.**

NOTE: Customer is responsible for unloading product from truck upon delivery



ATLAS GREENHOUSE

P.O. Box 558 9596 US Hwy 82 East • Alapaha, GA 31622

Ph: 1-800-346-9902 / Fax: 1-229-532-4600

Atlas Design Load Review

All information on this sheet is required to properly design and engineer your structure. Inaccurate or incomplete information that results in changes to stamped drawings will incur an additional charge.

Customer Name: City of Orange Beach AL
Address : 4597 Walker Avenue
Orange Beach AL 36561

Date: 8/8/2024

Physical Address of greenhouse location:

Contact Name: Tim Tabb
Contact Phone: _____

Type and size of Sturcture: 30' X 72 Grand Peak Series Greenhouse with 12' Spacing & 8 Ft Side Walls

Foundation Options - Column Posts: with welded base plates to be anchored to concrete

ARE PERMITS REQUIRED FOR THIS STRUCTURE: YES NO

Note: Most greenhouse structures require permitting unless there are specific agricultural exemptions for your location. If the **NO** permitting line is checked, additional cost may be incurred for structural upgrades **IF** building code or owner requirements are greater than the specified loads below.

This greenhouse is quoted as:

Building Code: IBC 2015
Wnd Load (WL) 157 mph, 3 second gust
Snow Load (SL) 5 lbs. psf, Ground Snow
Risk Category II
Exposure: C

Local Building Code Requirements(must be completed):

Building Code: _____
Wind Load (WL) _____ Ultimate Wind Speed
Snow Load (SL) _____ psf, Ground Snow
Risk Category _____ (I or II)
Exposure: _____ (A,B,C,orD)
Seismic Zone: _____

Are there Special Load Requirements: NO Yes: Explain below.

Example: Overhead fire protection sprinklers, hanging baskets, crops supported from structure, etc....

Will Foundation Design be required for Permitting: YES NO

Will soil test results be provided for foundation design: YES NO

Allowable Soil Bearing Pressure: _____ p.s.f.

If unknown, a pressure of 1500 psf will be assumed and used for foundation design

Minimum Frost line requirements: _____ inches

Type of Foundation desired: **Piers with Slab** _____ **Perimeter Footer with slab** _____
 Piers without slab _____ **Perimeter footer without slab** _____

Authorized Customer signature. _____ **Date** _____

Tax Exemption Form

Purchaser: _____

Seller: Atlas Manufacturing, Inc.

Address: _____

Address: 9596 US Highway 82

City / State: _____

City / State: Alapaha, Georgia 31622

Type of Exemption Claimed: _____

Purchaser's Tax Registration OR Business License Number: _____

NOTE: If supplying a Business License number, a copy of your license must be submitted.

A copy of your State issued Certificate of Exemption Form must be submitted that indicates the type of exemption that is claimed.

Description of Goods Purchased: Description of Goods are described in the attached Sales Order.

I attest that the information provided above is accurate and that I, or my company is a registered and licensed business in the state of _____. In addition, I agree that if the goods purchased under the tax exemption status stated above are used in a taxable manner, I or my company will be responsible for any and all payments of applicable Sales and Use tax

Signature of Authorized Purchaser: _____

Date: _____

SPECIAL NOTICE:

ATLAS MANUFACTURING, INC. CAN NOT AND WILL NOT BE HELD RESPONSIBLE FOR PRODUCT FAILURE WHERE EXCESSIVE WEATHER CONDITIONS SUCH AS SNOW, WIND, FIRE, OR HAIL HAS OCCURRED AND SUCH OCCURRENCES HAS EXCEEDED THE DESIGN LOADS STATED IN ENGINEERING SPECIFICATIONS. FURTHERMORE, ATLAS MANUFACTURING, INC. CAN NOT BE HELD RESPONSIBLE FOR PRODUCT FAILURE DUE TO IMPROPER INSTALLATION OR FAILURE TO FOLLOW MANUFACTURER'S RECOMMENDATION FAILURE TO FOLLOW RECOMMENDATIONS AND INSTRUCTIONS OF THE MANUFACTURER COULD RESULT IN ULTIMATE STRUCTURAL FAILURE.

Acceptance by Customer
(Sign Here)

Jim Williams

Greenhouse Sales

8/8/2024



ATLAS GREENHOUSE

P.O. Box 558 9596 US Hwy 82 East • Alapaha, GA 31622

Ph: 1-800-346-9902 / Fax: 1-229-532-4600

ATLAS GREENHOUSE, LLC TERMS AND CONDITIONS

Purchaser: _____
 Email: _____
 Mailing Address: _____
 City, State & Zip Code: _____
 Shipping Address: 0 _____
 City, State & Zip Code: _____
 Telephone: _____
 Purchase Order #: _____
 Project : _____

This agreement ("Agreement") and the purchase order and/or quote and all documents referenced herein represent the entire and integrated agreement ("Contract Documents") between Purchaser as defined above and Atlas Greenhouse, LLC ("Seller") and supersedes all prior negotiations, representative, or agreements, either written or oral, and each party may be referred to individually as party or collectively, parties.

Article 1: The Materials

Seller shall ensure that the materials as stated in the purchase order or quote ("Materials") are procured and ready for shipment. Seller will ensure that when the Materials leave the warehouse it is in good condition.

Article 2: Shipping and Receiving

Quoted shipping and handling charges are subject to change and will be shipped at the prevailing rates at the time of shipping. Purchaser is responsible for all shipping costs incurred.

PURCHASER: BEFORE RECEIVING, ACCEPTING, OR SIGNING FOR YOUR MERCHANDISE, PLEASE READ THIS POLICY AND INSPECT YOUR MERCHANDISE FIRST

IMPORTANT: PURCHASER IS RESPONSIBLE FOR RECEIVING TRUCK SHIPMENTS

Once the freight carrier picks up Purchaser's freight from Seller's facility, safe delivery of this shipment is the responsibility of the freight carrier and/or Purchaser. However, Seller will be glad to render assistance to trace and recover goods.

Seller will ensure that Freight carrier shipments leave the Seller's warehouse in good condition. It is possible that in the process of transportation and transferring of freight, material may become either lost or damaged. Therefore, Seller cannot be responsible for conditions in which Seller has no control. Replacement material will be shipped and charged to Purchaser's account as detailed below. In this regard Purchaser is obligated for prompt payment of material (original and replacement) to Seller. No replacement material shall be sent until payment has been received by Seller. It is the freight carrier's obligation to reimburse Purchaser for damaged or missing items in Purchaser's claim.

Purchaser should examine shipment carefully before signing the delivery receipt. While counting the number of boxes and bundles, it is extremely important to check for shortages and/or damaged materials. If the box and bundle count does not agree with the bill of lading, or damaged material is found, it is Purchaser's responsibility to document shortage or damage on the freight bill and notify the Seller within 48 hours of delivery. Failure timely notify the Seller shall waive Purchaser's right to obtain replacement material for damaged or missing material.

Article 3: Risk of Loss

Unless otherwise stated herein, risk of loss and title to all Materials shall pass to the Purchaser once the materials have been delivered to the Purchaser at the address stated above.

Article 4: Change Orders

A change order is any change in Materials from the original plans and specifications upon which the contract sum is predicated. All change order requests are subject to Seller's written approval. In the event the Seller authorizes changes in the work to be performed, or if any federal, state or local law, rule, or requirement results in alternate designs and/or deviations from the specifications herein, the contract sums shall be accordingly adjusted provided that the cost or credit to Purchaser shall be agreed upon by the parties before the change is put into effect. Any and all changes to this agreement must be in writing and signed by a representative of Seller.

Article 5: Cancellation

Orders for Materials or equipment are not cancelable, either in whole or in part.

Article 6: Return of Materials or Equipment

All returns for credit must have prior written approval of an authorized representative of Seller and must be for justifiable reasons.

The credit extended for such approved returns will be based on the invoice value at time of purchase, or such lower value as may then represent our current pricing. All returns will be assessed a handling and restocking charge of 25% unless otherwise approved by an authorized representative of Seller.

No items shall be returned for credit which have been damaged or rendered unusable. Unless otherwise approved by an authorized representative of Seller, all returned items shall be freight prepaid by Purchaser. During shipping, Purchaser is liable for all Materials.

Article 7: Ownership and Use of Drawings, Specifications, Plans, and Other Documents

Documents prepared by Seller, engineer, engineer's consultants, architect, or architect's consultants are instruments of service for use solely with respect to the Materials and the specific project. The Seller engineer, or engineer's consultants or architect or architect's consultants shall retain all common law, statutory and other reserved rights in their instruments of service including copyright. The Purchaser or its contractor, are authorized to use the instruments of service provided to them for this project only.

Article 8: Waiver of Subrogation

Each party agrees that with respect to any losses covered by, or required to be covered by, property insurance under the terms of this agreement, other than those losses caused by the other party's gross negligence or intentional acts, each party hereby waives and releases the other, its officers, directors, employees and agents, from any and all claims and liability or responsibility with respect to such losses, including losses arising out of the inability to conduct business. Each party further agrees that its insurance companies shall have no right of subrogation against the other on account of this release.

Article 9: Governing Law and Venue

The venue of any action arising out of or relating to this Agreement, or brought to enforce the provisions of this Agreement, shall be Berrien County, Georgia or the United States District Court for the Middle District of Georgia for a federal district court proceeding. This Agreement shall be governed by the laws of the State of Georgia. The parties agree, as a condition precedent to litigation, any controversy or claim relating to this agreement shall be first submitted to mediation before a mutually acceptable mediator, unless Seller, at its sole option, elects to waive this requirement and the parties further agree that the mediation will take place in Berrien County, Georgia. Each party irrevocably consents to the jurisdiction of the above courts.

Article 10: Waiver of Jury Trial

EACH PARTY AGREES THAT AS A MATERIAL PART OF THE CONSIDERATION HEREUNDER AND AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT, EACH PARTY HEREBY WAIVES THE RIGHT TO A JURY TRIAL.

Article 11: Attorneys' Fees

The prevailing party in any dispute arising out of or in connection with this Agreement shall be entitled to its attorney's fees, costs, and expenses incurred through arbitration, litigation, appellate and bankruptcy proceedings.

Article 12: Damage Limitation

In no event, whether based on the Agreement, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the Materials or use of the materials and services performed under the Agreement, shall Seller be liable for secondary, special, punitive, exemplary, incidental, speculative, consequential, or indirect damages, including loss of use, loss of revenue, loss of profits or loss of crops.

Seller and Purchaser agree to allocate certain of the risks so that, to the fullest extent permitted by law, Seller's total aggregate liability to Purchaser is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.

Article 13: Disclaimers

Purchaser understands and recognizes that greenhouses and related products manufactured and/or sold by Seller are subject to varied conditions due to the way they are to be installed and used. Seller makes no warranties whatsoever, express or implied, written or oral, to Purchaser. Liability is limited to repair or replacement of defective parts to the original Purchaser. Seller is not liable for any consequential damages, expenses, or injury arising from the use, misuse or adverse weather of any product manufactured or sold by Seller. Seller is not responsible for loss of income, merchandise, or livelihood due to a defective part sold by Seller. Seller reserves the right to make changes in design or add to or improve the product without incurring any obligation to install the same on any products previously manufactured.

Seller cannot and will not be held responsible for product or equipment failure where excessive weather conditions including but not limited to, snow, wind, lightning, fire, or hail has occurred, and such occurrences have exceeded the design loads stated in the engineering specifications. Furthermore, Seller cannot and will not be held responsible for product or equipment failure due to improper installation, inadequate common maintenance, or failure to follow the manufacturer's recommendations and instructions. Failure to follow manufacturer's recommendations and instructions could result in ultimate structural and equipment failure. Seller disclaims all responsibility for any injury or damage caused by the structure or equipment.

If the Purchaser chooses not to purchase steel end wall framing kits from Seller, it is Purchaser's sole responsibility to provide adequate framing to resist wind/snow loads to prevent damage or structural failure.

Seller cannot and will not be held liable for a loss of or damage to single layer poly due to slippage through aluminum poly fastening extrusions.

Article 14: Indemnification

To the fullest extent permitted by law, the Purchaser shall indemnify, defend and hold harmless the Seller, and its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or related to the delivery or installation of the Materials, provided such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, but only to the extent caused by the negligent act or omissions of Purchaser, or anyone directly employed by them or under their control or anyone whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

To the fullest extent permitted by law, Purchaser shall indemnify defend and hold Seller, including its owners, officers, managers, employees and agents, harmless (to the extent provided by the law) from and against all claims, loss, liability, cost, damage, or expense including attorneys' fees arising out of or related to any claim, action or proceeding against Seller arising out of or related to the installation, maintenance, use or operation of the Materials or products purchased by Purchaser or on Purchaser's behalf.

Article 15: Limited Warranty

Seller warrants that its products are free from defects in material and workmanship for a period of one year from the date of delivery, except that Seller explicitly makes no warranties as to products or materials manufactured by others. As to products manufactured by others, Purchaser's sole remedy shall be under warranty, if any, made by the original manufacturer. This limited warranty is nontransferable or assignable.

It is the Purchaser's responsibility to notify Seller in writing at matt@atlasgreenhouse.com (email) or mailed overnight mail with tracking to Atlas Greenhouse, Attn: Matt Hughes, P.O. Box 558, Alapaha, GA 31622 within ten (10) calendar days of the occurrence of any claim, defect, or deficiency arising out of materials provided by Seller under the Agreement. Failure of the Purchaser to provide written notice of the occurrence will result in the Purchaser waiving all claims that may be brought against Seller because of or relating to the occurrence, including claims arising in law, equity, contract, warranty, tort, or federal or state statutory claims. Upon receiving notice, Seller will within a reasonable time inspect the Materials, and if the cause of the defect is within the coverage as stated above, the Seller will arrange for repairs/replacements to be made. If the cause of the damage is not covered by the warranty, Seller will notify Purchaser that the damage is not covered, and Seller shall not be liable to Purchaser for the cost of repairs or damage.

Purchaser's remedies hereunder are limited to the repair and/or replacement of goods manufactured by Seller as provided herein. Any warranty provided by Seller shall be void if Purchaser fails to pay for any materials ordered pursuant to the Agreement.

The obligations of Seller herein are in lieu of all others, and Seller makes no other warranties, express or implied, including, without limitation, any warranties of merchantability or fitness, for any purpose. Under no circumstances shall Seller be liable for any special or consequential damages, even if Seller has been notified of the possibility the same.

Purchaser shall hold and protect all products for which Purchaser has given notice, as stated above, until Purchaser is specifically instructed to do otherwise by Seller. While such products are under Purchaser's protection, Purchaser shall be liable for all damages to said products.

Non-code or non-certified structures acquired by the Purchaser are done so at the Purchaser's own risk. Purchaser shall indemnify Seller from any liabilities or costs including attorneys' fees for structural failure or any legal action taken by governing agencies for nonconformance.

The structure set forth in this proposal is designed with the understanding that the interior may be cooled and/or heated. If the structure set forth in this proposal is structurally certified by a licensed structural engineer, the certification is based on figures for a continuously heated greenhouse. The Purchaser understands that it is required to regulate the inside temperatures to avoid excessive snow loads.

Purchaser understands that the cost of structural certification not requested at time of purchase but requested after Purchaser received structure and signed delivery receipt will be charged to Purchaser. In addition, any components (additional trusses, purlins, spacings, braces, etc.) necessary to meet the required certification will be charged to the Purchaser. Purchaser is responsible for informing Seller of required loads for the county in which the structure is to be located.

Seller shall not be responsible for any damages, direct or consequential, whether or not the structure contains growing plants, which shall result either from: (a) the failure of the Purchaser to always regulate inside temperatures, or (in the event the Purchaser is responsible hereunder for installing environmental control equipment), (b) the failure of the Purchaser to complete timely installation of said equipment.

EXCLUSIONS TO WARRANTY

Including the exclusions mentioned elsewhere in this agreement, Seller disclaims all liability for claims arising out of the exclusions listed below. Purchaser acknowledges that he/she is solely liable for all damages, whether actual or consequential, arising out of these claims. This express workmanship warranty does NOT cover the following:

1) Defects or damage caused by:

- (a) Natural disasters including, without limitation, floods, lightning, hurricanes, tropical storms, hail, windstorms, earthquakes, and/or tornadoes.
- (b) Temperature fluctuations.
- (c) Structural failures, such as cracks in foundations or other surfaces; damages caused by water intrusion unrelated to the work.
- (d) Changes in original principal usage unless approved in advance in writing.
- (e) Repairs by others including, but not limited to, servicing or maintenance unless prior written approval is obtained.
- (f) Acts of God, strikes, riots, war, civil disturbances, fire, vandalism or other damage beyond Builder's control.
- (g) Failure of Purchaser to maintain the purchased Materials.
- (h) Sinkholes, shifting soils, or other ground subsidence condition.
- (i) Purchaser negligence, misuse, abuse or alteration.

2) Damage to person or property caused by mold, mildew, fungi, spores, algae, microscopic organisms, hazardous chemicals, biological agents or allergens.

3) Any condition that is not in strict accordance with Seller's installation instructions.

Article 16: Limited Equipment Warranty

Seller is a manufacturer or distributor for products and equipment used in the greenhouse industry. These product manufacturers have stated warranty procedures that must be followed to validate the warranty. These warranty procedures are typically included with the product's original packaging. Each product manual should be retained for servicing the product and warranty procedures. If the service manual and/or warranty procedures cannot be located, please call and ask for technical support. Subject to the other requirements and exceptions in this Agreement, Seller will warranty defective parts and motors for fans, shutters, pumps, heaters, thermostats, and curtain motors for a period of one year. However, all warranties are null and void when improperly wired or used. Upon inspection and testing, if the motor or part was improperly wired or used, the Purchaser will be billed. Seller has found that most claims for a defective motor or part are caused by initial improper wiring. Motors and heaters should be wired/installed by a licensed professional with experience in commercial equipment. Most claims of shortages are caused by Purchaser inexperience. Purchaser should inspect, identify, and recognize all parts, bundles, and equipment before beginning construction.

Article 17: Design Parameters

The structure set forth in this proposal is designed with the understanding that the interior may be cooled and/or heated. Purchaser understands that they are required to regulate inside temperature to avoid excessive snow loads. Seller shall therefore not be responsible for any damages, direct or consequential, whether or not the structure contains growing plants, which shall result either from (a) the failure of the Purchaser to at all times regulate and maintain proper inside temperatures, or (in the event the Purchaser is responsible hereunder for installing environmental control equipment) (b) the failure of the Purchaser to complete timely installation of said equipment.

Article 18: Foundations

Foundation options shown in this manual are for illustration purposes only and are intended to assist with the layout for posts and may not be suitable for Purchaser's structure. Soil types and densities vary from location to location, even within a specific locale. Different foundation requirements will be based on Purchaser's specific soil conditions, post spacing, wind loads, snow loads, etc. Seller can provide, upon request, engineering calculations to assist in determining foundation requirements with a local engineer for Purchaser's structure based on local code requirements. It is the responsibility of Purchaser to obtain all necessary local code information and to inform Seller of the required loads for the county, as well as obtaining any permits which will be necessary. Unless otherwise agreed to in writing by the parties, it is the responsibility of the Purchaser to install this structure on an adequate foundation designed to meet local building codes. Structures using post-in-ground are required to set posts according to foundation design. All structures must have posts set in 3000 PSI commercial grade concrete. Failure to strictly adhere to buildings codes, the requirements set forth in this Agreement or the installation manual shall void all warranties.

Article 19: Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise unenforceable, that provision shall be revised to the extent necessary to make that provision enforceable and legal. In such event, the Contract Documents shall be construed to the fullest extent of the law, to give effect to the Parties intention in executing the Contract Documents.

Article 20: Waiver of Consequential Damages

The Seller and Purchaser waive claims against each other for consequential damages. In no event, whether based on the Agreement, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Seller be liable for secondary, special, punitive, exemplary, incidental, speculative, consequential, or indirect damages, including loss of use or loss of profits.

Article 21: Acts of God

Seller shall not be liable for any damage, whether actual or consequential, or claim arising out of or relating to Acts of God, accidents, civil disturbances, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor, fires, hurricanes and other weather conditions, strikes, war or other causes beyond Seller's reasonable control.

Article 22: No Third-Party Beneficiary

This Agreement is intended to benefit only the parties hereto and their successors and assigns. Nothing in this Agreement is intended to create rights in any third-party beneficiary.

Article 23: Assignment

This Agreement shall not be assignable by Purchaser without the written consent of the Seller. Any attempt at assignment may be deemed a default.

Article 24: Technical Support

Technical advice is limited by the information provided by the Purchaser and the Purchaser must make the ultimate decision since the Purchaser is on-site.

The Purchaser should consult the instruction manual and have it available when speaking to technical support. There is no guarantee of success of the technical assistance and no additional warranties are expressed or implied based upon any technical assistance given to the Purchaser. Seller is not responsible for the Purchaser's misunderstanding or misapplication of the technical advice given, other than what may qualify under the original warranties, terms, and conditions.

Article 25: Recommendations

1. Store all galvanized square, rectangle, and round tubing in a dry area. Galvanized hat purlins also need a dry area. If a dry, indoor area is not available for storage, cut the bundle straps and separate bundles, allowing air to dry out trapped moisture. Failure to do so will result in white oxidation forming on the metals.
2. A continuous inside temperature of 50°F at 3'-0" above floor level must be always maintained during cold weather or winter conditions. If snow begins to accumulate on the structure, increase the temperature until the accumulation is no longer present. Failure to do so will allow snow and ice to accumulate which may result in a structural failure due to excessive accumulation.
3. In case of heating failure, Seller recommends having an alternative heat source and/or generator and spare parts to allow for product function until full repairs or replacements can be made.
4. Maintain the poly covering to have a snug or almost tight fit year-round, it will expand, or contract based on changing temperatures and wind. Poly must not sag between framing members – failure to do so may result in pocketing of rain/snow which can cause serious damage or structural failure.
5. It is the Purchaser's responsibility to ensure that double poly systems are always inflated. In case of electrical failure, use a generator to keep the inflation system running.
6. When extreme weather conditions are predicted, it is recommended remove poly covering from the structures to prevent structural damage. Ensure all bolts, nuts, anchors, etc. are tightened securely when construction is complete.
7. Extrusions which require 'snap caps' are designed for two layers of 6 mil poly to adequately hold in place: single wide lock, double wide lock, channel lock, Z-lock, Snow Arch gutter, RT Max gutter, Pro Com gutter, wall/hinge extrusion. If using these extrusions with seasonal 4 mil poly, substitute the snap cap for stainless steel wire.

Approval and Acceptance:

Purchaser has reviewed and hereby accepts the terms of this Agreement and agrees to be bound by all of the provisions set forth herein.

“PURCHASER” (as defined above):

BY: _____

Name: _____

Title: _____

Date: _____



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of Change Order No. 1 for the Justice Center Roof and Fascia Replacement with The Green-Simmons Company, Inc., to increase design pressures in an amount not to exceed \$45,667.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-03-24 24-xxx Authorize Change Order Justice Center Roof Replacement
2. 2024-0502 Justice Center Roof & Facia Replacement - Change Order 1

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF
CHANGE ORDER NO. 1 FOR THE
JUSTICE CENTER ROOF AND FASCIA REPLACEMENT WITH
THE GREEN-SIMMONS COMPANY, INC.
TO INCREASE DESIGN PRESSURES
IN AN AMOUNT NOT TO EXCEED \$45,667**

FINDINGS:

1. The Orange Beach City Council awarded the competitive bid for the Justice Center Roof and Fascia Replacement to The Green-Simmons Company, Inc., in an amount not to exceed \$1,454,000 per Resolution No. 24-121 on June 4, 2024.
2. The Project Architect has recommended approval of Change Order No. 1 (attached Exhibit A) in the amount of \$45,667 due to the need to increase design pressures bringing the total contract sum to \$1,499,667.
3. City Council has determined that the change order 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 Council authorizes the Mayor to execute the change order now before the Council with The Green-Simmons Company, Inc., to increase design pressures for the Justice Center Roof and Fascia Replacement with an increase in the monetary amount for the City of Orange Beach by an amount not to exceed \$45,667 for the reasons so stated by and as an act for and on behalf of the City of Orange Beach;
2. That the Project Architect shall implement this change order and properly document the same pursuant to all applicable contract documents; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 3rd DAY OF SEPTEMBER, 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 September 3, 2024.

City Clerk

**City of Orange Beach
Justice Center Re-Roof
P-1
Increased Design Pressures**

PRIME CONTRACTOR COST:

Direct Cost - Labor	
Direct Cost - Labor Burden @ 48%	<u>\$0</u>
Total Labor Cost	\$0
Direct Cost - Material - Wood Framing Engineering	\$750
Direct Cost - Material Tax @ 0.00%	<u>\$0</u>
Total Material Cost	\$750

SUBCONTRACTOR COST:

Cockrell Metals, LLC.	\$38,013
-----------------------	----------

Total Subcontractor Cost	<u>\$38,013</u>
--------------------------	-----------------

Total All Cost	\$38,763
----------------	----------

MARK-UPS:

Overhead @ 10.0%	\$3,876
Subtotal	\$42,639
Profit @ 5%	\$2,132
Subtotal	\$44,771
Bond @ 2.0%	<u>\$895</u>
Total All Cost	\$45,667

Additional Days Required	15
--------------------------	----



**** MEMO ****

PROJECT: JUSTIC CENTER ROOF AND FASCIA REPLACEMENT
ORANGE BEACH, AL

DATE: Aug. 1, 2024

Nathan,

Please find the attached cost sheet that calculated the required changes that impacted the roof system when we received the Revised G100 Drawing. The changes have required us to add clips, and additional fasteners. We also had to have our engineer revise his calculations. A summary is detailed below:

Summary of Changes

- Perimeter Width From- 2' to 10'
- Zone 1 Change from 68 to 73.9 PSF
- Zone 2 Change from 97 to 128.5 PSF
- Zone 3 Change from 97 to 190.2 PSF
- Exposure from B to C
- Category Changed from II to IV

Revision to Panel Attachment

Zone 1 Changed from 2'-0" to 2'-0" o.c.- NO CHANGE

Zone 2 Changed from 1'-10" to 1'-5" o.c.

Zone 3 Changed from 1'-10" to 0'-11" o.c.

Zone Perimeter Chane to 10' Wide

Results in the addition of 7,033 Clips

SUMMARY OF COST

The cost impact from these revisions is \$38,013.38. The time impact is 15 days.
Let me know if you have any questions,

Thanks,
Billy Cockrell

THE METAL ROOF EXPERTS

COST ESTIMATE SHEET

Project: Orange Beach Justice Center

Install Additional Standing Seam Clips from Revised G100 Sheet

**** 1 Sheet Metal Workers can install 15 Clips Per Hour ****

DESCRIPTION	HOURS	UNIT PRICE	TOTAL
Supervisor	40	\$ 45.00	\$ 1,800.00
Sheet Metal Worker	470	\$ 24.00	\$ 11,280.00
TOTAL RAW LABOR			\$ 13,080.00
WORKER COMPENSATION	\$ 13,080.00	8.2%	\$ 1,077.79
EMPLOYERS TAX BURDEN	\$ 13,080.00	7.7%	\$ 1,000.62
			\$ 0.00
CREW TRUCK EXPENCE-	15	\$ 150.00	\$ 2,250.00
FUEL-SAFETY GEAR- TOOLS, ETC			
ENGINEERING REVIEW	1	\$ 750.00	\$ 750.00
MATERIAL			
Steel Clips	7100	\$ 0.75	\$ 5,325.00
Fasteners	21,300	\$ 0.35	\$ 7,455.00
Shipping/ Pallet/ Packaging	20	\$ 40.00	\$ 800.00
			\$ 0.00
CONSUMABLES-	1	\$ 215.00	\$ 215.00
Sales Tax- Tax Exempt Project-	\$ 13,795.00	0.0%	\$ 0.00
SUBTOTAL			\$ 31,953.41
OVERHEAD	\$ 31,953.41	5.0%	\$ 1,597.67
SUBTOTAL			\$ 33,551.08
PROFIT	\$ 33,551.08	10.0%	\$ 3,355.11
SUBTOTAL			\$ 36,906.19
GENERAL LIABILITY INSURANCE	\$ 36,906.19	3.0%	\$ 1,107.19
TOTAL COST ESTIMATE			\$ 38,013.38



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Video Surveillance System for the Golf Center through State Bid from Vision Security Technologies, Inc., in the amount of \$30,889.08.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-03-24 24-xxx Authorize Purchase Video Surveillance System Golf Center State Bid
2. 2024.08.01 Quote - Parks Golf Center - Vision Security Technology

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
VIDEO SURVEILLANCE SYSTEM FOR THE GOLF CENTER
THROUGH STATE BID FROM VISION SECURITY TECHNOLOGIES INC.
IN THE AMOUNT OF \$30,889.08**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of a Video Surveillance System for the Orange Beach Golf Center from Vision Security Technologies Inc. through Alabama State Bid in an amount not to exceed \$30,889.08;
2. That the Mayor is hereby authorized to approve payment to Vision Security Technologies Inc. in the amount of \$30,889.08 for a Video Surveillance System, per Proposal No. 13384-1-0 dated August 1, 2024;
3. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 3rd DAY OF SEPTEMBER, 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 September 3, 2024.

City Clerk



VISION

SECURITY TECHNOLOGIES

New Video Surveillance

Prepared for:
Orange Beach Golf Center
4700 Easy Street
Orange Beach , AL 36561

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

Proposal Issued:
8/1/2024

Proposal Valid To:
8/31/2024



Proposal Number: 13384-1-0
Orange Beach Golf Center
Date: August 1, 2024

PROJECT DESCRIPTION

Name: Orange Beach Golf Center

Site: Orange Beach Golf Center

4700 Easy Street
Orange Beach, AL 36561

Billing: City of Orange Beach

P.O. Box 458
Orange Beach, AL 36561

Contact

Cynthia Stacy, Accounts Payable
Clerk

P: (251) 981-6818

C:

E: cstacy@orangebeachal.gov

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

Vision Security Technologies (VST) to provide and install a new video surveillance system for the Orange Beach Golf Center located in Orange Beach, Alabama to consist of the following:

Camera locations are depicted on attached drawing.

Pro-Shop

VST to provide and install one (1) AS3 16-port Avigilon server.

VST to provide and install one (1) Analytics kit.

VST to provide and install one (1) 6mp dome camera on the front entrance of the pro-shop. This camera is to replace and existing camera.

VST to provide and install one (1) 5mp bullet camera to be located on the outside north west corner of the pro-shop.

VST to provide and install one (1) 2mp dome camera to be located inside the pro-shop in the north west corner.

VST to provide and install one (1) 5mp dual head camera to be located in the middle of the walkway between the pro-shop and the event building.

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Proposal Number: 13384-1-0
Orange Beach Golf Center
Date: August 1, 2024

Event Building

VST to provide and install three (3) 2mp dome cameras to be located inside the event room. One camera to be located in each golf simulator and one camera to cover the open sitting area.

VST to provide and install one (1) 5mp bullet camera on the outside north west corner of the building.

Driving Range

VST to provide and install one (1) 5mp mini dome camera to cover the covered driving range.

VST to provide and install one (1) NEMA rated outdoor enclosure.

VST to provide and install one (1) 4-port PoE switch.

VST to use customer provided point to point wireless access points and to assume they are in good working condition.

Maintenance Building

VST to provide and install one (1) 5mp bullet camera on the outside south west corner of the building. This camera is to replace an existing camera.

VST to use customer provided switch and point to point wireless access points and to assume they are in good working condition.

Other

VST to provide and install thirteen (13) Uniti 8 class camera licenses.

VST to provide and install one (1) Facial Recognition camera license.

VST to provide and install one battery back-up.

VST to program and configure cameras.

VST to provide two hours of training.

This project is being quoted as tax exempt. Materials will be purchased using a Certificate of Exemption per Act 2013-205 and Alabama Department Rule 810-6-3-77. The tax exempt entity will be

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Proposal Number: 13384-1-0
Orange Beach Golf Center
Date: August 1, 2024

required to file application, Form St: EXC-01

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

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

SCOPE DETAILS

- All work proposed shall be performed during normal business hours Monday through Friday 8:00AM -5:00PM
- 120 VAC power outlets and hardware connections are excluded from this project and are the responsibility of others.

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Proposal Number: 13384-1-0
Orange Beach Golf Center
Date: August 1, 2024

BILL OF MATERIALS

Name: Orange Beach Golf Center

Site: Orange Beach Golf Center

4700 Easy Street
Orange Beach, AL 36561

Billing: City of Orange Beach

P.O. Box 458
Orange Beach, AL 36561

Contact

Cynthia Stacy, Accounts Payable Clerk

P: (251) 981-6818

C:

E: cstacy@orangebeachal.gov

Server and Licenses \$14,013.74

QTY	Description	Unit Price	Ext.Price
13	Unity Enterprise camera channel	\$291.21	\$3,785.73
1	Analytics Kit For HDVA3 16/24 Port	\$1,063.48	\$1,063.48
1	HD Video Appliance 3X Pro 16-port 6TB; NA; Windows	\$4,527.93	\$4,527.93
1	Facial Recognition License	\$1,506.13	\$1,506.13
1	4U Vertical Wall Mount Rack	\$129.92	\$129.92
1	750VA/750W Smart App UPS	\$585.55	\$585.55

Pro Shop \$5,991.57

QTY	Description	Unit Price	Ext.Price
1	Mount; Pendant Arm; 20cm Long; 1.5 NPT	\$96.61	\$96.61
1	H6M Grey Pendant Adapter	\$55.20	\$55.20
1	6MP H6A Outdoor IR Dome Camera with 4.4-9.3mm Lens	\$1,480.68	\$1,480.68
1	5MP H6SL Bullet Camera with 3.4-10.5mm Lens	\$933.85	\$933.85
1	2.0 MP, WDR, LightCatcher, DN, Indoor Dome,	\$517.07	\$517.07
1	2x 5MP H5A Dual Head Outdoor Camera	\$1,648.76	\$1,648.76
1	4 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$177.60	\$177.60
4	VS 3FT YLW SNAGLESS C6 CM Booted	\$3.17	\$12.68

Supplies & Materials:

QTY	Description	Ext.Price
4	Misc. Installation Hardware	\$124.12

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

www.visionsecuritytechnologies.com

License #591





Proposal Number: 13384-1-0
Orange Beach Golf Center
Date: August 1, 2024

Event Building \$5,915.56

QTY	Description	Unit Price	Ext.Price
1	5MP H6SL Bullet Camera with 3.4-10.5mm Lens	\$933.85	\$933.85
3	2.0 MP, WDR, LightCatcher, DN, Indoor Dome,	\$499.79	\$1,499.37
500	CAT-6 Shielded Plenum	\$1.00	\$500.00
1	4 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$177.60	\$177.60
4	VS 3FT YLW SNAGLESS C6 CM Booted	\$3.17	\$12.68

Supplies & Materials:

QTY	Description	Ext.Price
2	Misc. Installation Hardware	\$62.06

Maintenance Shop \$1,574.14

QTY	Description	Unit Price	Ext.Price
1	5MP H6SL Bullet Camera with 3.4-10.5mm Lens	\$933.85	\$933.85
1	DTK-MRJPOE With Shielded RJ45 Connections	\$82.92	\$82.92
2	VS 3FT YLW SNAGLESS C6 CM Booted	\$3.17	\$6.34

Supplies & Materials:

QTY	Description	Ext.Price
1	Misc. Installation Hardware	\$31.03

Driving Range \$3,394.07

QTY	Description	Unit Price	Ext.Price
1	18X16X10 NON-METALLATCH-ENCLOSURE	\$413.67	\$413.67
1	ALUMINUM BACK-PANEL FOR THEBW-SL181610	\$89.12	\$89.12
1	UPS, NEMA 5-15P Connection, 120 VAC Input/Output, 60 Hertz, 650 VA, USB Port, LED Status Display, 180 MM Width x 302 MM Depth x 88 MM Height-APC BY SC	\$173.02	\$173.02
1	5MP H5M Dome Camera with 2.8mm lens	\$701.95	\$701.95
1	5 Port Industrial Gigabit POE+ High Temp	\$518.72	\$518.72
1	Din Rail 10 inches	\$7.93	\$7.93
1	Industrial Single Output DIN Rail Power Supply	\$131.66	\$131.66
1	3 Conductor Line Cord	\$8.65	\$8.65
100	CAT 6 Outdoor Rate Cable CAT6-DB	\$0.75	\$75.00
2	DTK-MRJPOE With Shielded RJ45 Connections	\$82.92	\$165.84
1	VS 3FT YLW SNAGLESS C6 CM Booted	\$3.17	\$3.17

Supplies & Materials:

QTY	Description	Ext.Price
1	Misc. Installation Hardware	\$31.03
1	Misc. Installation Hardware	\$129.31

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Proposal Number: 13384-1-0
Orange Beach Golf Center
Date: August 1, 2024

Total Equipment	\$22,956.53
Total Labor	\$7,555.00
Total Supplies & Materials	\$377.55
Total Purchase Price	\$30,889.08

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Proposal Number: 13384-1-0
Orange Beach Golf Center
Date: August 1, 2024

Vision Investment Protection (VIP) is an elite service and maintenance plan that allows for a fixed annual budget. This proactive approach allows service and maintenance to be an operating expenditure, not a capital expenditure.

VIP is customizable and may include all or some of the following:

- 24/7 Priority Contact with Vision's Customer Support Group
- Guaranteed Response
- Emergency Weekend Response
- System Updates
- Discounted Rates
- Preventative Maintenance

VIP helps maintain your system at peak operating condition and eliminates the hassle of an unexpected expense if an issue arises.

Monthly Investment: Not Included

VISION INVESTMENT PROTECTION

Accept _____

Decline _____

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Proposal Number: 13384-1-0
Orange Beach Golf Center
Date: August 1, 2024

TERMS & CONDITIONS

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

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

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

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

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

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Proposal Number: 13384-1-0
Orange Beach Golf Center
Date: August 1, 2024

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

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

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

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

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

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

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

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

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Proposal Number: 13384-1-0
Orange Beach Golf Center
Date: August 1, 2024

EXCLUSIVELY IN SHELBY COUNTY, ALABAMA, and that Customer hereby submits itself to the Jurisdiction of Shelby County, Alabama, and hereby waives any jurisdictional objection thereto.

11. Delay. VST shall not be liable for any failure or delay in manufacture, shipment, delivery of products, or performance of service/maintenance resulting from any cause beyond VST's control, including, but not limited to, provisions of law or governmental regulations, accident, explosion, fire, windstorm, flood or other casualty, strike, lockout, or other labor difficulty, riot, war, insurrection, shortage of, or inability to secure, labor, raw materials, production or transportation facilities.

12. Assignment. Customer may not assign this agreement without prior written consent of VST.

13. Waiver. Waiver of any breach of this contract shall not be construed as a waiver of any other breach .

14. Governing Law. The parties agree that the interpretation and validity of these Standard Terms and Conditions shall be governed by Alabama law.

15. Modification. There are no terms, conditions, under-standings, or agreements between Customer and VST other than those stated herein, and all prior proposals and negotiations are merged herein. NO TERMS AND CONDITIONS IN ANY WAY ALTERING OR MODIFYING THE PROVISIONS HEREIN SHALL BE BINDING UPON VST UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF VST. NO MODIFICATION OR ALTERATION OF THE PROVISIONS HEREIN SHALL RESULT FROM VST'S PERFORMANCE FOLLOWING RECEIPT OF CUSTOMER'S PURCHASE ORDER, SHIPPING ORDER, OR OTHER FORMS CONTAINING PROVISIONS, TERMS, AND CONDITIONS IN ADDITION TO, IN CONFLICT WITH, OR INCONSISTENT WITH, THE PROVISIONS HEREIN.

16. Termination by Customer. The Customer may terminate this Agreement for cause. Such termination may be made only after first giving VST written notice giving VST at least twenty (20) days to cure any default or breach of the contract by VST. If VST fails to cure said default or breach within this twenty (20) day notice, the Customer may then give ten (10) days written notice prior to the effective date of termination of this Agreement. Such notice shall be deemed given if delivered or mailed to the last known address of VST. From and after the effective date specified in such termination notice this Agreement shall be terminated. In the event of such termination, the Customer shall immediately pay VST compensation for services performed hereunder as calculated and delivered by VST to Customer. Such compensation shall be paid within five (5) business days of delivery of said amount by VST to Customer. After this five (5) day period, any amount due shall be subject to late fees and interest in the amount of 1.5% per month.

17. Termination by VST. VST may terminate this Agreement for cause. Such termination may be made only after first giving Customer written notice giving Customer at least twenty (20) days to cure any default or breach of the contract by Customer. If Customer fails to cure said default or breach within this twenty (20) day notice, the VST may then give ten (10) days written notice prior to the effective date of termination of this Agreement. Such notice shall be deemed given if delivered or mailed to the last known address of Customer. From and after the effective date specified in such termination notice this Agreement shall be terminated. In the event of such termination, Customer shall immediately pay

The information enclosed in this proposal is intended for the use of the individual to which it is addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. All information included is considered proprietary and is the intellectual property of Vision Security Technologies. As the reader or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, Or Copy of this communication, information contained within, or its attachments, is strictly prohibited



Proposal Number: 13384-1-0
Orange Beach Golf Center
Date: August 1, 2024

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

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

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

Intials: _____

The information enclosed in this proposal is intended for the use of the individual to which it is addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. All information included is considered proprietary and is the intellectual property of Vision Security Technologies. As the reader or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, Or Copy of this communication, information contained within, or its attachments, is strictly prohibited



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

Departments: Coastal Resources

Description of Topic: Resolution authorizing execution of an amendment to the grant award agreement with the National Audubon Society for the stewardship of Coastal Alabama beach nesting bird habitat.

Background/Description: This is an agreement with the National Audubon Society that will add \$35,544 in funding, extend the scope of work to into a second year, and change the end date from 09/30/2024 to 09/30/2025. Fallan Batchelor is the Bird Stewardship Coordinator and this will pay for part of her salary.

Action Options/Recommendation:

Source of Funding (if applicable): Fallan Batchelor is the Bird Stewardship Coordinator and this will pay for part of her salary along with the supplies needed to carry out the project.

ATTACHMENTS:

1. 09-03-24 24-xxx Authorize Grant Award Amendment Audubon Society Nesting Bird Habitat
2. OrangeBeach_AmendedSubcontract_RESTORE_2024-25
3. Exhibits A&B_OrangeBeach_Scope of Work_RESTORE_2023-25
4. City of Orange Beach_RESTORE2023_AudubonSubcontract_FullySignedExecuted

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AMENDMENT TO THE GRANT AWARD AGREEMENT WITH THE
NATIONAL AUDUBON SOCIETY FOR THE
STEWARDSHIP OF COASTAL ALABAMA BEACH NESTING BIRD HABITAT**

FINDINGS:

1. The purpose of this agreement is for the National Audubon Society to provide funding under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast Act of 2012 to the City of Orange to perform services related to the Stewardship of Coastal Alabama Beach Nesting Bird Habitat.
2. On December 13, 2023, City Council adopted Resolution No. 23-247 authorizing the execution of a grant award agreement with the National Audubon Society agreeing to the provisions of the grant.
3. The purpose of this Amendment is to add \$35,544 in funding, extend the scope of work to into a second year, and extend the end date from 09/30/2024 to 09/30/2025.
4. The National Audubon Society will disperse funds to the City to carry out the scope of the project in an amount not to exceed a total of \$47,717.
5. After having reviewed said agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute the Amendment in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the National Audubon Society 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 upon its adoption.

ADOPTED THIS 3rd DAY OF SEPTEMBER, 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 September 3, 2024.

City Clerk

AMENDMENT TO SUBRECIPIENT AGREEMENT

This Amendment (“Amendment”) to the Subrecipient Agreement (the “Agreement”) by and between the City of Orange Beach (“Recipient”) and National Audubon Society, Inc. (“Audubon”), dated as of January 9, 2024, is made as of August 1, 2024 by and between Audubon and “Recipient”.

WHEREAS, Recipient and Audubon each desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants contained herein, the parties hereto agree to amend the Agreement as follows:

1. Change end date from 09/30/2024 to 09/30/2025
2. Changed the scope of work to include a second year of field work, analysis, writing, meeting participation, and conference presentations. See the attached “Exhibits A&B_OrangeBeach_Scope of Work_RESTORE_2023-25pdf” for full details of the revised scope of work.
3. Added RESTORE Year 2 (10/1/2024 – 9/30/2025) funds, increasing the total subcontract from \$12,173 (for Year 1) to \$47,717 (for Years 1 & 2).

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

RECIPIENT

BY: _____

NATIONAL AUDUBON SOCIETY, INC.

BY: _____

Budget Narrative – subaward to City of Orange Beach

Exhibits A & B:

Scope of Work and Budget Narrative Years 1 & 2 (10/1/2023 – 9/30/2025)

City of Orange Beach

Prepared by [Fallan Batchelor](#), Nicole Woerner
(fbatchelor@orangebeachal.gov), and Nicole Michel (nicole.michel@audubon.org)

PERSONNEL

Total \$29,700

Name	Project Role	Salary in Year 1	Year 1	Year 2	Total
Fallan Batchelor	Co-PI	\$45,000	\$7,200	\$22,500	\$29,700
Total			\$7,200	\$22,500	\$29,700

Justification

The proposed budget includes 16% of annual salary in year 1 for Fallan Batchelor, Co-PI and the Coastal Stewardship Coordinator for the City of Orange Beach. The Coastal Stewardship Coordinator will oversee and advise site selection, implement all stewardship activities in Orange Beach, Alabama. The coordinator is also responsible for public relations to include advertisement and awareness to the general public, and for any type of coordination with private land owners and utility companies. She will also participate in in-person meetings, webinars, and conference calls and contribute to manuscript and report preparation.

FRINGE BENEFITS

Total \$8,910

Name	Project Role	Fringe Rate	Year 1	Year 2	Total
Fallan Batchelor	Co-PI	30%	\$2,160	\$6,750	\$8,910
Total			\$2,160	\$6,750	\$8,910

Justification

All full-time professional positions have a fringe benefit rate of 30%. Fringe benefits include FICA, 403(b) match, pension, and medical, disability, life, and unemployment insurance.

TRAVEL-DOMESTIC**Total \$0.00**

No travel expenses are requested.

EQUIPMENT**Total \$0.00**

No equipment expenses are required.

SUPPLIES**Total \$1,000**

Supplies	Year	Amount
Monitoring and Stewardship	1	\$500
Supplies, Signage, Materials	2	\$500
Total		\$1,000

Justification

We have included \$500 per year to cover the costs of materials for building new signs, stewardship supplies (e.g., clipboards, pens, paper for flyers), and monitoring supplies (e.g., banding supplies, field notebooks).

CONTRACTUAL**Total \$0.00**

No contractual expenses are requested.

OTHER**Total \$1,000**

Design and Printing Fees	Year	Amount
Design and Printing of Signage	1	\$500
and Outreach Materials	2	\$500
Total		\$1,000

Justification

We have included \$500 per year to cover the costs of design and printing of signage and outreach materials (e.g., flyers).

TOTAL DIRECT COSTS**Total \$40,610**

Category	Year 1	Year 2	Total
Personnel	\$7,200	\$22,500	\$29,700
Fringe	\$2,160	\$6,750	\$8,910
Travel			
Equipment			
Supplies	\$500	\$500	\$1,000
Contractual			
Other	\$500	\$500	\$1,000
Total Direct Costs	\$10,360	\$30,250	\$40,610

INDIRECT COSTS (17.5%)**Total \$7,107**

Category	Year 1	Year 2	Total
Total Indirect Cost Base	\$10,360	\$30,250	\$40,610
Indirect (17.5%)	\$1,813	\$5,294	\$7,107
Total Costs	\$12,173	\$35,544	\$47,717

The rate is 17.5% and is computed on the following cost base of **\$ 40,610** which is total direct charges (Personnel, Fringe, Supplies, Other) minus equipment (\$0) and contractual (\$0). **Total \$7,107**

TOTALS-DIRECT and INDIRECT COSTS**Total \$47,717**



GRANT AGREEMENT

THIS AGREEMENT is hereby made by and between National Audubon Society, Inc. ("Audubon") and City of Orange Beach ("Recipient") according to the following terms and conditions:

I. AUDUBON: Audubon is identified as follows:

National Audubon Society, Inc.
225 Varick Street, 7th Floor
New York, New York 10014

Project Manager's Name: Nicole Michel
Address: 225 Varick Street, 7th Floor
New York, New York 10014
Business Telephone: 415-941-8149
E-mail: Nicole.Michel@audubon.org

II. PROJECT TITLE: Designing effective stewardship and post-restoration management plans through co-production to protect vulnerable Gulf of Mexico coastal birds

III. RECIPIENT: The Recipient is identified as follows:

Name: City of Orange Beach

Project Manager Name: Fallan Batchelor

Address: 4099 Orange Beach Boulevard
Orange Beach, AL 36561

Business Telephone: 251-981-1063

Business Fax:

E-mail: fbatchelor@orangebeachal.gov

IV. PROJECT DESCRIPTION:

Recipient shall use the funds provided for herein only for those specific purposes described herein and in the project proposal approved by Audubon, unless otherwise agreed in writing by Audubon.

All work under this Agreement shall comply with all relevant laws and regulations, including, but not limited to, the provisions of Section VIII (12) below. All funds provided to Recipient pursuant to this Grant Agreement shall be expended on the Project, and shall in no way be used to compensate Recipient.

RESOLUTION NO. 23-247

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
GRANT AWARD AGREEMENT WITH THE
ALABAMA AUDUBON SOCIETY FOR THE
STEWARDSHIP OF COASTAL ALABAMA BEACH NESTING BIRD HABITAT**

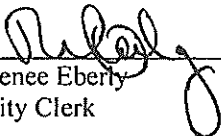
FINDINGS:

1. The City of Orange Beach and the Alabama Audubon Society have reached an agreement (attached Exhibit A) whereby the City has been awarded a grant to perform services related to the Stewardship of Coastal Alabama Beach Nesting Bird Habitat.
2. After having reviewed said agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute the Grant Award Agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the Alabama Audubon Society 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.

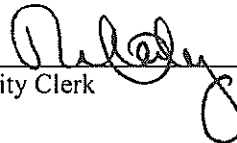
ADOPTED THIS 13th DAY OF DECEMBER, 2023.



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. 23-247, which was duly and legally adopted at a regular meeting of the City Council on December 13, 2023.



City Clerk



The specific work to be performed shall be as described in Exhibit A (the "Work") pursuant to the budget specified in Exhibit B (the "Budget", and together with the Work, the "Project), each such Exhibit A and B attached hereto as "City of Orange Beach Scope of Work Audubon NOAA Restore" and incorporated herein.

V. TERMS OF PAYMENT: Audubon shall disburse to Recipient a total of \$12,173 in the following manner: Audubon shall disburse to Recipient a total of \$12,173 for completion of services. Disbursements will be made upon receipt of invoices submitted as frequently as monthly. See the attached "City of Orange Beach Scope of Work Audubon NOAA Restore.pdf" for a detailed budget and justification.

Recipient acknowledges that all of Audubon's obligations under this Agreement are contingent on funding from third party sources, and agrees that in the event of any cancellation of such third party funding, Audubon may terminate this Agreement pursuant to Section VIII (9) below.

VI. Audubon's funding for the Project is made pursuant to the following grant agreement(s) **National Oceanographic and Atmospheric Administration's National Centers for Coastal Ocean Science (NCCOS)/RESTORE Science Program, Award #NA23NOS4510307, awarded 10/01/2023** (the "Master Grant(s)"), attached hereto as Exhibit C, and incorporated herein. Recipient agrees to comply with all the terms and conditions of the Master Grant(s) with which Audubon must comply as if Recipient was named therein in place of Audubon.

VII. TERM OF AGREEMENT: This Agreement will take effect on 10/01/2023 and will terminate on 9/30/2024

VIII. CONDITIONS: In accepting this Agreement, Recipient hereby agrees to the following terms and conditions:

1. Recipient shall use the funds provided for herein only for those specific purposes described herein and in the project proposal approved by Audubon, unless otherwise agreed in writing by Audubon.
2. Audubon shall have the right to audit all of Recipient's financial records pertaining to Audubon. All financial records must be maintained separately from all other accounts.
3. At Audubon's option, Audubon has the right to claim ownership of any equipment purchased by Recipient with Audubon funds provided for hereby. Any equipment not permitted by Audubon to be retained by Recipient shall be returned at the time of the Project's completion or disposed of in accordance with Audubon's instructions.
4. All right, title and interest to data collected pursuant to this Agreement (the "Data") shall be owned jointly by Audubon and Recipient. Both parties shall have the right to use, reproduce, distribute and make derivative works from the Data without reference to the other party. Other copyrightable materials (the "Materials") created pursuant to this Agreement shall be owned by Audubon. Material shall include all reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by Recipient, its employees, agents, or subcontractors.
5. Recipient will give appropriate credit to Audubon for its financial support in any and all press releases, publications, annual reports, video credits, dedications and other public communications regarding the Project. Recipient will provide Audubon with copies of such materials for review and approval prior to publication and as part of the reporting process. Acknowledgement of Audubon shall be made in the following manner: *"This Project is supported by Audubon."*
6. Recipient may publish or make a presentation on the research results from the Project; provided, however, that prior to any such publication or presentation Recipient will provide a copy of the proposed material to Audubon for advance review, protection of any intellectual property described therein, and for deletion of any

inadvertently-included Audubon confidential information. Upon receipt, Audubon may request an additional reasonable delay from the date of Audubon's receipt of Recipient's document. Recipient will forward two copies of any such publication to Audubon.

7. Notwithstanding anything to the contrary contained in this Agreement, Audubon may, at its sole discretion, immediately terminate this Agreement, with cause (which may include, without limitation, Recipient's failure to comply with any of the conditions of this Agreement) or without cause. In the event of termination, Audubon may cancel all unpaid installments under this Agreement. Audubon also reserves the right to recall all unexpended funds or be reimbursed by Recipient should Audubon, in its sole discretion, determine that funds have been expended in violation of the terms of this Agreement. Audubon will provide Recipient with written notice of such termination, the reasons therefor and the amount of all funds to be returned or reimbursed. Recipient shall return or reimburse Audubon for such funds within thirty (30) days of receipt of such notice. This Agreement may also be terminated by mutual agreement.
8. Recipient is expected to behave humanely toward animals encountered in fieldwork, and Recipient's behavior will be evaluated in this regard by Audubon. Recipients should note the following excerpt from the Animal Behavior Society's Guidelines for the Use of Animals in Research:

"Observation of free-living animals in their natural habitats may involve disruption, particularly if feeding, capture or marking is involved. While field studies further scientific knowledge and advance an awareness of human responsibility towards animal life, investigators, should always weigh any potential gain in knowledge against the adverse consequences of disruption for the animals used as subjects and also for other animals and plants in the ecosystem."

9. Recipient has no authority to enter contracts or agreements on behalf of Audubon unless agreed to by Audubon in writing. This Agreement does not create a partnership, joint venture or agency relationship between the parties hereto. It is understood that Recipient (or any of its employees or associates) is not an employee of Audubon and nothing in this Agreement confers such employee status upon Recipient or any of its employees or associates. Recipient acknowledges and agrees that it shall not be entitled to receive from Audubon any statutory or fringe benefits of any kind, including without being limited to those extended by Audubon to its own employees. Recipient declares that Recipient has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.
10. (a) Recipient shall comply with all applicable laws, regulations, policies and procedures of the United States of America or any agency thereof, including, but not limited to, the USA Patriot Act (Pub. L. No. 107-56) and the Foreign Corrupt Practices Act (Pub. L. No. 95-213), the State(s) where the project is to be performed or any agency thereof and any local governments or political subdivisions that may affect the performance of services under this Agreement.

(b) Recipient certifies that there was no conflict of interest in its application for this Agreement. Recipient further certifies that the funds provided for hereby will not be expended for payments that are, or give the appearance of, a conflict of interest, except as disclosed in writing to Audubon and allowed by Audubon prior to such expenditure.

(c) (1) Recipient certifies that the Recipient will not:

A. Attempt to influence legislation or support lobbying within the meaning of section 501(c)(3) of the U.S. Internal Revenue Code using any of the funds granted by Audubon; or

B. Use any portion of these funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to cause any private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the U.S. Internal Revenue Code.

(2) Recipient shall abide by U.S., state and local laws with regard to non-discrimination with respect to individuals working under this Agreement on the basis of race, color, religion, sex, age, sexual orientation, disability, national or ethnic origin veteran status or any other prohibited basis.

11. Recipient agrees to indemnify, defend, save and hold harmless Audubon from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Recipient, its agents or employees in the performance of this Agreement.
12. This is the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements.
13. This Agreement shall not become effective unless and until its provisions have been agreed to by Recipient and the Agreement is duly executed by the parties hereto.
14. This Agreement is entered into in the State of New York and shall be construed in accordance with the internal substantive laws of New York applicable to contracts to be wholly performed therein. The parties agree that any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the State Courts of or the Federal court in the State and County of New York; except that in the event either party is sued by a third party or joined in any other Court or in any forum by a third party in respect of any matter which may give rise to a claim hereunder, the parties consent to the jurisdiction of such court or forum over any claim which may be asserted therein between the parties thereto. The parties hereto irrevocably waive any objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.

NATIONAL AUDUBON SOCIETY, INC.



Date: 1/9/2024

Name:

Chief Financial Officer / Chief Operations Officer / Vice-President / Subdelegate

Fallan Batchelor:

By:

Print Name:

Title:

Date:

Fallan Batchelor *12/28/23*
Fallan R. Batchelor

Exhibits A & B: Scope of Work and Budget Narrative

City of Orange Beach

Prepared by [Fallan Batchelor](#), Nicole Woerner
(fbatchelor@orangebeachal.gov), and Nicole Michel (nicole.michel@audubon.org)

PERSONNEL

Total \$ 7,200

Name	Project Role	Salary in Year 1	Year 1
Fallan Batchelor	Co-PI	\$45,000	\$7,200
		Total	\$7,200

Justification

The proposed budget includes 16% of annual salary in year 1 for Fallan Batchelor, Co-PI and the Coastal Stewardship Coordinator for the City of Orange Beach. The Coastal Stewardship Coordinator will oversee and advise site selection, implement all stewardship activities in Orange Beach, Alabama. The coordinator is also responsible for public relations to include advertisement and awareness to the general public, and for any type of coordination with private land owners and utility companies. She will also participate in in-person meetings, webinars, and conference calls and contribute to manuscript and report preparation.

FRINGE BENEFITS

Total \$ 2,160

Name	Project Role	Fringe Rate	Year 1
Fallan Batchelor	Co-PI	30%	\$ 2,160
		Total	\$ 2,160

Justification

All full-time professional positions have a fringe benefit rate of 30%. Fringe benefits include FICA, 403(b) match, pension, and medical, disability, life, and unemployment insurance.

TRAVEL-DOMESTIC**Total \$0.00**

No travel expenses are requested.

EQUIPMENT**Total \$0.00**

No equipment expenses are required.

SUPPLIES**Total \$500**

Supplies	Year	Amount
Monitoring and Stewardship	1	\$500
Supplies, Signage Materials		

Justification

We have included \$500 per year to cover the costs of materials for building new signs, stewardship supplies (e.g., clipboards, pens, paper for flyers), and monitoring supplies (e.g., banding supplies, field notebooks).

CONTRACTUAL**Total \$0.00**

No contractual expenses are requested.

OTHER**Total \$500**

Design and Printing Fees	Year	Amount
Design and Printing of	1	\$500
Signage and Outreach Materials		

Justification

We have included \$500 per year to cover the costs of design and printing of signage and outreach materials (e.g., flyers).

TOTAL DIRECT COSTS**\$10,360**

Category	Year 1
Personnel	\$7,200
Fringe	\$2,160
Travel	
Equipment	
Supplies	\$500
Contractual	
Other	\$500
Total Direct Costs	\$10,360

INDIRECT COSTS (17.5%)**\$ 1,813**

Category	Year 1
Total Indirect Cost Base	\$10,360
Indirect (17.5%)	\$1,813
Total Costs	\$12,173

The rate is 17.5% and is computed on the following cost base of **\$ 10,360** which is total direct charges (Personnel, Fringe, Supplies, Other) minus equipment (\$0) and contractual (\$0).

TOTALS-DIRECT and INDIRECT COSTS**\$ 12,173**

FORM CD-450 (REV 10/18)		U. S. DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE AWARD		☐ GRANT ☒ COOPERATIVE AGREEMENT	
RECIPIENT NAME NATIONAL AUDUBON SOCIETY, INC.		FEDERAL AWARD ID NUMBER NA23NOS4510307			
		PERIOD OF PERFORMANCE 10/01/2023-09/30/2028			
STREET ADDRESS 225 VARICK ST 7TH FL		FEDERAL SHARE OF COST \$237,485.00			
CITY, STATE, ZIP CODE NEW YORK NY 10014-4396		RECIPIENT SHARE OF COST \$0.00			
AUTHORITY Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf States Act of 2012 (RESTORE Act) (Public Law 112-141,		TOTAL ESTIMATED COST \$237,485.00			
CFDA NO. AND NAME 11.451 Gulf Coast Ecosystem Restoration Science, Observation, Monitoring, and Technology					
PROJECT TITLE Evaluating efficacy of stewardship actions for vulnerable Gulf of Mexico coastal birds through co-production between scientists and resource managers					
This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds. ☒ DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS ☒ R & D AWARD ☒ FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE ☒ BUREAU SPECIFIC ADMINISTRATIVE STANDARD AWARD CONDITIONS ☒ SPECIFIC AWARD CONDITIONS ☒ LINE ITEM BUDGET ☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101 ☐ 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES ☒ DEPARTMENT OF COMMERCE PRE-AWARD NOTIFICATION REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS (REF: 79 FR78390) ☒ MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION. ☒ OTHER(S): This award is being made under competitive Funding Opportunity Number NOAA-NOS-NCCOS-2022-2007377 posted at Grants.gov on 06/28/2022.					
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER Jewel Linzey				DATE 09/11/2023	
PRINTED NAME, PRINTED TITLE AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL				DATE	

Specific Award Conditions

Award Number:

NA23NOS4510307

Amendment Number:

O

1) New Award SAC

This award number NA23NOS4510307, to the NATIONAL AUDUBON SOCIETY, INC. , supports the work described in the Recipient's proposal entitled "Evaluating efficacy of stewardship actions for vulnerable Gulf of Mexico coastal birds through co-production between scientists and resource managers" dated 12/01/2022, and revisions dated 6/27/2023, 8/28/2023, 9/01/2023, 9/06/2023, which is incorporated into the award by reference. Where the terms of the award and proposal differ, the terms of the award shall prevail.

2) Multi-Year Special Award Condition

(MULTI-YEAR) The award period and budget(s) incorporated into this award cover a 5-year period for a total amount of \$1,964,542 in Federal funds. However, Federal funding available at this time is limited to \$237,485 for this funding period. Receipt of any prospective funding is contingent upon the availability of funds from Congress, satisfactory performance, continued relevance to program objectives, and will be at the sole discretion of the Department of Commerce. The Department of Commerce is not liable for any obligations, expenditures, or commitments which involve any amount in excess of the Federal amount presently available. The Recipient will be responsible for any and all termination costs it may incur should prospective funding not become available. No legal liability will exist or result on the part of the Federal Government for payment of any portion of the remaining funds which have not been made available under the award. Notifications affecting funding or notice of non-availability of additional funding for prospective years will be made only by the Grants Officer. The amendment to obligate prospective funding available shall be made on Form CD-451, Amendment to Financial Assistance Award, if at all possible prior to the expiration of each year's activities.

The funding period for this award is 10/01/2023 through 09/30/2024 and may be extended through 09/30/2028.

3) Cooperative Agreement

This award is created as a cooperative agreement because of the substantial involvement of NOAA or other federal scientists in the award activity. The NOAA RESTORE Science Program's Associate Director or an appropriate designee will work in close collaboration with project's Principal Investigator(s) to ensure that research findings, products, and/or tools are effectively applied to inform Gulf of Mexico resource management. Throughout the life-cycle of the project the Associate Director (or an appropriate designee) will conduct monitoring and oversight of the award to ensure that proposed milestones, outputs, and outcomes are being met. In addition, the Associate Director (or an appropriate designee) may: (1) participate actively with Principal Investigators to develop necessary links with resource management agencies and other stakeholders; (2) lead, catalyze, and/or support national and regional coordination and/or collaboration, planning, and implementation efforts; (3) communicate outputs and outcomes of projects via press releases, NOAA and regional newsletters, social networking, briefings to NOAA management and partner programs, special journal issues, and

sessions at professional conferences; and/or (4) actively engage partners and potential users of research products and outputs inside and outside of NOAA to support the delivery and transition of project results to management application. The Associate Director or an appropriate designee will participate in an annual meeting throughout the duration of the project with the Principal Investigators and key members of the research team.

4) Performance Progress Reports

Semi-annual and Comprehensive Final Progress Reports are special award requirements that use the National Centers for Coastal Ocean Science (NCCOS)/RESTORE Science Program prescribed formats. Progress reports are due semi-annually and a comprehensive final report is due 120 days after the closing date of the award. For this purpose, NCCOS/RESTORE has received Office of Management and Budget (OMB) clearance under Approval # 0648-0384, expiration date of 1/31/2025.

Public reporting burden for the semi-annual, Gantt chart, and final progress reports collection of information is estimated to average 9 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to Laurie.Golden@noaa.gov. Notwithstanding any other provision of law, no person is required to respond to, nor shall any person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act, unless that collection displays a currently valid OMB control number.

Completion of some aspects of this award requires the recipient to maintain one or more permits or approvals. Prior to continuation of fieldwork, award recipients must provide a copy of each permit that requires annual renewal or expired during the previous year to the Associate Director of the RESTORE Science Program (frank.parker@noaa.gov).

5) Environmental Data / Peer-reviewed Publications

1. Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines (http://www.cio.noaa.gov/services_programs/IQ_Guidelines_103014.html), data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Failure to perform quality control does not constitute an excuse not to share data. Data without QC are considered "experimental products" and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty. verification and reproducibility of the results.

2. Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any

extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.

3. Disclaimer: Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."

4. Failure to Share Data: Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.

5. Funding acknowledgement: Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication and include the following: "This paper is a result of research funded by the National Oceanic and Atmospheric Administration's RESTORE Science Program under award [insert Grant Number] to [insert Institution(s)]." In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.

6. Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <http://library.noaa.gov/repository> after acceptance, and no later than upon publication of the paper by a journal. NOAA will produce a publicly visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.

7. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

6) National Environmental Policy Act (NEPA)

Because of an ongoing consultation(s), National Environmental Policy Act (NEPA) review for this award is incomplete and will not be completed prior to the project start date. No fieldwork for this project may begin until the consultation(s) has been completed and protective measures (if any) have been incorporated. An addendum to the current signed NEPA documentation will be completed that includes any required protective measures resulting from the consultation.

Fieldwork may begin once the addendum is signed by the Program Office, a copy is uploaded to the Grants Online file for this award, and this Special Award Condition is officially removed.



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

Departments: Coastal Resources

Description of Topic: Resolution authorizing the execution of a cooperative agreement with the Alabama Department of Environmental Management (ADEM) for the city to provide permitting, regulating, monitoring, and inspection services and be reimbursed in an amount not to exceed \$37,950.

Background/Description: Renewal of annual agreement.

Action Options/Recommendation:

Source of Funding (if applicable): Reimbursement to Coastal Resources, \$37,950.

ATTACHMENTS:

1. 09-03-24 24-xxx Authorize Cooperative Agreement ADEM
2. FY2025 Orange Beach Contract
3. Orange Beach Scope of Services

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
COOPERATIVE AGREEMENT WITH THE
ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (ADEM)
FOR THE CITY TO PROVIDE
PERMITTING, REGULATING, MONITORING, AND INSPECTION SERVICES
AND BE REIMBURSED IN AN AMOUNT NOT TO EXCEED \$37,950**

FINDINGS:

1. The City Council for the City of Orange Beach, Alabama, has reviewed the proposed agreement (attached Exhibit A) between the City of Orange Beach and the Alabama Department of Environmental Management (ADEM) whereby the City of Orange Beach shall provide permitting, regulating, monitoring, and inspection services to ADEM for reimbursement in an amount not to exceed \$37,950.
2. Council has determined that the provisions of the proposed agreement for permitting, regulating, monitoring, and inspection services are in the best interests of the City of Orange Beach.
3. The term of this agreement shall be for twelve (12) months commencing October 1, 2024, and ending September 30, 2025.

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

1. That the Council authorizes the Mayor and the City Clerk to execute and attest, respectively, the service contract between the City of Orange Beach and the Alabama Department of Environmental Management as an act for and on behalf of the City of Orange Beach subject to final review by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 3rd DAY OF SEPTEMBER, 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 September 3, 2024.

City Clerk

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

This Agreement is entered into between City of Orange Beach (Contractor) and the Alabama Department of Environmental Management (Department). This Agreement will provide for Local assistance in permitting, regulating, monitoring and inspecting certain regulated activities within the Coastal Area.

The parties hereto agree as follows:

1. Scope of Services

The Contractor will provide services as set out in the Scope of Services, which is included in this Agreement as Attachment A, and which is incorporated as if fully set out herein.

2. Payment

A. The Department agrees to reimburse the Contractor an amount not to exceed \$37,950.00 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 Contractor shall submit invoices in triplicate not more than once per quarter to the Department for actual cost incurred. The final invoice shall be submitted within thirty (30) 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 amended.

D. The Contractor agrees to provide \$37,950.00 in nonfederal funds or services on the project, in addition to the amount noted in subparagraph 2A. The contractor shall submit in triplicate statements itemizing the expenditure of those matching funds.

3. Term of Agreement

All work performed under this Agreement shall begin on October 1, 2024, and shall terminate on September 30, 2025. This Agreement is conditioned upon the receipt of sufficient funds from the Alabama Legislature and/or the National Oceanic and Atmospheric Administration 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 contract 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 Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Contractor 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 Contractor 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 Contractor shall, at the option of the Department, become its property and the Contractor 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 Contractor 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 Contractor may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Contractor 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 Contractor to be performed hereunder. Such changes, including any increases or decreases in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Department and the contractor shall be incorporated in written amendments to this Agreement.

7. Title VI and Equal Employment Opportunity

The Contractor will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements of the U. S. Environmental Protection Agency (hereinafter called "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 Contractor 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 Contractor 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 Contractor under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Contractor 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

Videos, films, computer disks, printed information or other materials produced for dissemination under this agreement must include the Department's logo, prominently displayed, along with the following acknowledgment:

"This project was funded or partially funded by the Alabama Department of Environmental Management."

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 herefrom.

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 contractor.

15. Audits and Access to Records

The Contractor 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 Contractor shall provide the Department with a copy of its audit report covering the period of this contract within thirty (30) days of receipt by the Contractor of the auditor's report.

If OMB Uniform Guidance is applicable the Contractor agrees that the comptroller General of the United States or any of his/her duly authorized representatives, the Secretary of Commerce or any of his/her duly authorized representatives, the Director of ADEM 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, 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 Contractor involving transactions related to this Agreement. The Contractor agrees to provide access to any or all documents, papers, records and directly pertinent books of the Contractor involving transactions related to this Agreement upon written request from the Director of ADEM.

16. Taxes

The Contractor 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. Contractor Not Entitled to Merit System Benefits

In the case of Non-State Agencies under no circumstances shall the Contractor 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 contract, be enacted, then the conflicting provision in the contract shall be deemed null and void. The contractor'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

City of Orange Beach acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and City of Orange Beach shall not begin performing work under this contract until notified to do so by the Alabama

Department of Environmental Management. City of Orange Beach is entitled to no compensation for work performed prior to the effective date of this contract.

21. Immigration Affirmation

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

22. Prohibition against Boycotting by Contractors

In compliance with Act 2016-312, the Contractor 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 Contractor certifies to the best of its knowledge and belief that it and the principals 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 contract 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 1 of the Act."

City of Orange Beach

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

By: _____

Tony Kennon, Mayor
City of Orange Beach

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

SCOPE OF SERVICES

The City of Orange Beach (City) agrees to perform and carry out in an expedient, satisfactory and proper manner as determined by the Alabama Department of Environmental Management (Department), the services and administrative elements described below for the mutual benefit of the City and the Department. This contract is to assist the City's efforts to conduct building inspection services, review applications for construction activities and other related activities, and to assist the Department in the implementation and administration of the Alabama Coastal Area Management Plan (Management Program) and ADEM Division 8 Coastal Program rules. The City shall operate a delegated Coastal Area Management Program permitting program for construction activities on beaches and dunes as provided for under the ADEM Admin. Code 335-8-1-.12. The City shall operate this program in accordance with the Memorandum of Agreement, which was executed on February 4, 2022, between the City and the Department and as maybe updated with the mutual agreement of the City and the Department.

I. Consistency Reviews

- A. The City shall conduct reviews to insure that construction activities and other activities on Gulf-fronting beaches and dunes that are subject to ADEM Admin. Code 335-8-.08 (Construction on Beaches and Dunes) are conducted in compliance with the ADEM Division 8 Coastal Program rules and the appropriate City ordinances. The City shall conduct all reviews as provided in the ADEM Division 8 Coastal Program rules. The City shall not issue any permits inconsistent with ADEM Division 8 Coastal Program rules.

Upon conclusion of each Coastal Area Management Program permit application review, a copy of each issued Coastal Area Management Program permit or denial shall be submitted to the Department. Additionally, the following shall be maintained in the City's file:

1. A written recommendation over the signature of the Mayor or his designated official concerning issuance or denial of a permit or certification consistent with the ADEM Division 8 Coastal Program rules.
2. A copy of the complete application and any materials submitted by the applicant in support of the proposed activity.
3. A copy of all correspondence associated with the applications, including coordination letters, comment letters and final issued permit.
4. Proof of publication of a public notice as provided in Item C.
5. A copy of the transcript of any public hearing associated with the review.
6. Documentation that the review conducted included a review by the appropriate federal or state agency with responsibility for enforcing the state or federal statutes listed in ADEM Admin. Code 335-8-2-.01.
7. Documentation that the review conducted included an approved "Environmental Impact Natural Hazards Study" and the "Beach and Dune Enhancement Plan" submitted as a requirement of ADEM Admin. Code 335-8-2-.08(3)(d), or equivalent, if new rules are promulgated by ADEM.

8. Documentation that in the process of the review, that ADEM Admin. Code 335-8-1-.03, 335-8-1-.04, 335-8-1-.05, 335-8-1-.07, 335-8-1-.08, or equivalent, if new rules are promulgated by ADEM, were considered and complied with.
 9. In order to insure continued compliance with the ADEM Division 8 Coastal Program rules, each Coastal Area Management Program permit issued shall contain, at a minimum, the permit conditions listed in Attachment B of this contract.
- B. For the following activities conducted within the jurisdiction of the City, the City shall require the permit applicant to furnish documentation that the ADEM Division 8 Coastal Program rules or other ADEM regulations have been met prior to the issuance of a building permit:
1. All new commercial and residential developments located wholly or partially within the coastal area which are or will be greater than five (5) acres in size and have areas which are or could be delineated as wetlands or are adjacent to coastal waters or on properties intersected by the construction control line.
 2. Proposals to construct a new well or significantly alter an existing well in order to pump more than fifty (50) gallons of water per minute.
 3. Proposals for the construction of bulkheads, retaining wall, rip-rap or similar hardened erosion control structures along Gulf-fronting beaches and dunes.
 4. Any application for a permit that requires an "Environmental Impact and Natural Hazards Study" and/or a "Beach and Dune Enhancement Plan."
 5. Any application for a permit involving the dredging or filling of wetlands or water bottoms.
- C. The City shall issue a public notice for each Coastal Area Management Program permit application received which is determined to be subject to the permitting requirements of the ADEM Admin. Code 335-8-2-.08 and/or the equivalent City ordinance. Said public notice shall be published in a local paper of general circulation and shall provide for a public comment period of not less than thirty (30) days from date of publication of the notice. A copy of each public notice shall be submitted to the Department upon publication. All comments received from said notices and results of any public hearings resulting from said notices shall be considered by the City in making its coastal consistency determination and permit approval or denial.

II. Building Inspections

- A. ADEM supports the City who shall expedite building inspection services presently available in the Coastal Area to ensure that additions to structures, new structures, and reconstructions on properties within the City's jurisdiction are built according to relevant building codes, and local codes. Building inspections of projects within the Coastal Area involving wetlands fill or dredging, commercial developments, residential developments and subdivisions of property which are or will be greater than five (5) acres in size, the construction of bulkheads or other similar erosion control structures and projects impacting state water bottoms (including piers, boathouses and similar structures) shall be conducted to ensure that all structures are permitted or otherwise approved by the Department and/or that they are otherwise constructed consistent with the permit and/or other authorization issued by the Department.
- B. The definitions of Coastal Area, construction activities, structures, and other pertinent wording shall be defined by ADEM Administrative Code Rule 335-8-1-.02, or equivalent section if new rules are promulgated by ADEM.
- C. The City shall notify permit applicants that they are required to obtain an ADEM Construction Stormwater Discharge Permit for any land disturbing activities affecting greater than one (1) acre. Applicants shall contact ADEM's Mobile Branch Office.

III. Dune Protection

- A. The City agrees to patrol the beach and dune areas and to maintain posted signs in these areas to enforce Act 775, Acts of Alabama 1973, page 1184 (Protection of Sand Dunes), Act 971, Acts of Alabama 1973, page 1487 (Protection of Wild Sea Oats), Act 81-563, Acts of Alabama 1981, page 948 (vehicles on beaches and dunes), the provisions of ADEM Administrative Code R 335-8-2-08(3), R335-8-2-.08(6), and any dune and beach ordinances.
- B. The City shall maintain and erect appropriate signage as needed related to Act 971, Acts of Alabama 1973, page 1487 (Protection of Wild Sea Oats) and Act 81-563, Acts of Alabama 1981, page 948 (Vehicles on Beaches and Dunes).
- C. The City shall maintain a construction control line as approved by the Department and in conformance with ADEM Admin. Code 335-8-1-.02(p) and regulate activities associated with the construction control line through local ordinances which are at least as stringent as those found in the ADEM Division 8 Coastal Program rules, in particular R335-8-2-.08, or equivalent, if new rules are promulgated by the Department.
- D. The City shall notify the Department of any activities such as special exception uses, variances, zoning changes and replatting or resubdivision of any lots which involve properties intersecting the construction control line.
- E. The City may purchase sand-fencing and vegetation native to the Gulf-fronting beaches and dunes to enhance and stabilize public-owned beaches within the City's jurisdiction.

IV. Monitoring (Surveillance)

- A. The City shall conduct monitoring activities to assist the Department in ensuring that uses previously reviewed or permitted, and those uses subject to the Management Program which have not been submitted for review, are carried out in a manner consistent with the appropriate City ordinances and the ADEM Admin. Code R 335-8-2-.08, or equivalent, if rules are promulgated by the Department.
- B. The City shall take authorized enforcement actions against violators and shall provide written notification to the Department upon detection of unauthorized activities.
- C. The City shall perform weekly monitoring along the beachfront property within its jurisdiction to ensure no unpermitted construction is taking place along the beaches of Alabama. This monitoring shall be performed from the seaward side of gulf-fronting structures. This monitoring may include water quality monitoring.
- D. The City shall notify the Department of any construction activities or uses that lie within its corporate limits or permitting jurisdiction which are of concern to the local unit of government or its citizens, and may be inconsistent with the Management Program. Such notification shall be addressed to the ADEM Coastal/Facility Section office.

V. Permit Information Center

- A. A Permit Information Center shall be established and maintained by the City in a central location to provide information on activities regulated by city, county, state and federal agencies. Persons proposing a use in the coastal area and the general public must be able to visit the Center and obtain general information on Coastal Zone Management, a determination of the permits needed, copies of necessary permit applications and assistance in filling out necessary forms.
- B. The City shall notify all other local departments, agencies and officials which have permitting authority in the City's jurisdiction of the construction control line and the specific requirements for construction and other activities which take place on property intersected by the construction control line.

VI. Personnel and Training

- A. The City shall hire sufficient personnel to accomplish the requirements of this Scope of Services, including permitting, inspections, monitoring, and other required duties. Said personnel shall be provided proper equipment to accomplish their duties, including a dedicated 4 wheel drive vehicle for beach and dune monitoring and inspections, and any other required equipment. Required vehicles and equipment may be purchased using funds provided under this Cooperative Agreement.
- B. The City shall conduct a training program for new personnel employed to carry out the services in (I.) through (V.) above.
 - 1. Personnel training must be conducted to ensure knowledge of (1) appropriate provisions of the Alabama Coastal Area Management Plan document, (2) appropriate state acts, (3) applicable federal laws, (4) ordinances, and (5) ADEM Division 8 Coastal Program rules.

2. A minimum of two hours of initial training and additional refresher training, as needed, must be provided for each employee.
3. A record of training conducted shall be maintained to document the subject matter, hours, dates, attendees and instructors.
4. Upon request, the Department will provide technical assistance in providing required training.

VII. Beach Cleanups

- A. The City shall conduct weekly beach and dune litter cleanups on all city-owned public beach sites. The City shall submit monthly progress reports regarding quantity or nature of litter removed from the beach sites. The City shall provide trash and recycling receptacles at all public access sites.
- B. The City shall assist the Alabama Department of Conservation and Natural Resources-State Lands Division-Coastal Section and the Department during coastal cleanups and Adopt-A-Beach activities, if requested to do so.

VIII. Reporting

- A. Copies of all public notices issued for Coastal Area Management Program permit applications subject to the permitting requirements of ADEM Admin. Code 335-8-2-.08 and/or the equivalent City ordinance shall be submitted to the Department within five (5) days of publication.
- B. A monthly progress report must be prepared by the City and submitted to the Department within thirty (30) days of the end of each month. This report shall include the following:
 1. Number and type of building inspections performed for projects on Gulf-fronting properties and for other projects within the Coastal Area.
 2. Number of building permit applications received for Gulf-fronting properties.
 3. The number of building permit applications received for Gulf-fronting properties which are subject to the permitting requirements of ADEM Admin. Code 335-8-2-.08, and/or equivalent City ordinance.
 4. Number of building permit issued for project on Gulf-fronting properties.
 5. Number of Coastal Area Management Program permits issued under ADEM Admin. Code 335-8-2-.08, and/or equivalent City ordinance.
 6. A copy of each Coastal Area Management Program permit issued under ADEM Admin. Code 335-8-2-.08, and/or equivalent City ordinance.
 7. Number of beach front monitoring patrols conducted including the number of miles of beach monitored during each patrol.

8. Number and type of coastal program violations and type of actions taken (spot correction, formal enforcement action, etc.).
9. A tally of the number of visitors to the permit information center.
10. A note on any changes in the program, such as the addition of new personnel for the monthly reporting period.

ATTACHMENT B

PERMIT CONDITIONS

1. The permittee bears full responsibility for the accurate determination of the location of the construction control line and the location of all structures on the property specified in this permit, and may be subject to administrative action for the construction of any structures constructed seaward of the construction control line.
2. Should cultural resources be encountered during project activities, all construction activities must cease and the permittee shall contact the Alabama Historical Commission immediately. This condition should be placed on the construction plans to ensure contractors are aware of it.
3. During construction activities, a copy of this permit must be kept on-site at all times and must be made available for inspection by the City, the Alabama Department of Environmental Management or its representative upon request.
4. This permit is conditioned upon continued compliance with the Alabama Coastal Management Program.
5. No construction materials or debris may be stored or placed seaward of the construction control line.
6. No sand shall be removed from the construction site. Any excess sand shall be placed in areas designated by the City, the Alabama Department of Environmental Management or its representative.
7. Unless specifically authorized by this permit, no equipment shall be operated seaward of the construction control line excepting that essential to the construction of dune walkovers, and pumping water to set pilings. All runoff water from the jetting of pilings shall be directed and contained landward of the CCL. The Permittee shall restore any disturbed areas seaward of the construction control line and outside the "footprint" of construction to pre-project conditions. All restoration work is subject to review and approval by the City, the Alabama Department of Environmental Management or its representative.
8. This permit does not relieve the applicant or permittee of the responsibility to comply with all applicable federal, state, county and municipal laws, rules or ordinances nor to obtain any other licenses or permits which may be required thereby.
9. Any fill materials used in undertaking the activities authorized by this permit shall be free of construction debris, rocks or other foreign matter and shall consist of sand which is similar to that existing on the site in both coloration and grain size. No clay materials may be used unless specifically approved by the City.
10. The permittee shall allow any duly authorized employee of the City, the Alabama Department of Environmental Management, or Attorney General or District Attorney to enter upon the premises associated with the project authorized by this permit for the purposes of ascertaining compliance with the terms and conditions of the permit and with the rules and regulations of the Alabama Department of Environmental Management.

11. This permit does not authorize any activity or result therefrom not specified herein, nor does this permit convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to persons or property or invasion of other rights or any infringement of federal, state, or local laws or regulations.
12. The permittee shall provide enclosed containers for refuse on the project site.
13. The permittee shall not commence construction of any house, building or other structure until the permittee has received a building permit from the appropriate local or county authority responsible for implementation of the National Flood Insurance Act of 1968, as amended, and regulations adopted thereunder.
14. The construction activities authorized by this permit shall commence within twelve (12) months of the date of issuance and shall be completed within thirty-six (36) months of the date of issuance of this permit. The permittee may request extensions by providing written notice to the City within sixty (60) days prior to the time limitations specified above. Upon such notice the City may require the submission of additional information and/or a new permit application and additional fees may be required.



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

Departments: Coastal Resources

Description of Topic: Resolution authorizing execution of a professional services agreement with Thompson Engineering, Inc., for survey, modeling, design, and engineering services to complete the Orange Beach Stormwater Master Plan Project.

Background/Description: See attached recommendation memo and overall score sheet. A Request for Qualifications (RFQ) was sent out for Professional Services including survey, modeling, design, and engineering services to complete the Stormwater Masterplan for the Bear Point area. The RFQ submittal deadline was set for August 2, 2024.

Action Options/Recommendation:

Source of Funding (if applicable): Funding for this project is derived in part from funds received by the Alabama Department of Conservation and Natural Resources under the RESTORE ACT (80%) and the City of Orange Beach (20%). The total project cost is \$312,500.

ATTACHMENTS:

1. 09-03-24 24-xxx Authorize Professional Services Agreement Thompson Engineering Orange Beach Stormwater Master Plan
2. 2024-0802 Orange Beach Stormwater Master Study Project RFQ - Staff Recommendation

3. 2024-0802 Orange Beach Stormwater Master Study Project RFQ - Scoring Results

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
THOMPSON ENGINEERING, INC.
FOR SURVEY, MODELING, DESIGN, AND ENGINEERING SERVICES TO
COMPLETE THE ORANGE BEACH STORMWATER MASTER PLAN PROJECT**

FINDINGS:

1. The City of Orange Beach solicited qualifications from professional engineering firms for survey, modeling, design, and engineering services to complete the Orange Beach Stormwater Master Plan Project.
2. Request for Qualifications (RFQ) submittals were received and opened on August 2, 2024.
3. The Selection Committee has recommended award of the project to Thompson Engineering, Inc., whose submittal scored the highest based on the criteria set forth in the RFQ.
4. The Agreement authorizes work to be assigned by one or more task orders approved from time to time by the City Council.
5. After having reviewed the agreement (attached Exhibit A), the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.
6. 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 Thompson Engineering, Inc., 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 3rd DAY OF SEPTEMBER, 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, which was duly and legally adopted at a regular meeting of the City Council on September 3, 2024.

City Clerk



CITY OF ORANGE BEACH
COASTAL RESOURCES

MEMORANDUM

To: Mayor/Municipal Council
Via: Renee Eberly, City Clerk
C: Ford Handley, City Administrator
From: Nicole Woerner, Coastal Resources Deputy Director
Date: August 15, 2024
Re: **Request for Qualifications- OB Stormwater Masterplan Project**

A Request for Qualifications (RFQ) was sent out for Professional Services including survey, modeling, design, and engineering services to complete the Stormwater Masterplan for the Bear Point area. The RFQ submittal deadline was set for August 2, 2024 and the City received four submittals from the follow firms:

1. Thompson Engineering, Inc.
2. Allen Engineer & Science
3. Engineering Design Technologies
4. Goodwyn, Mills, Cawood

An evaluation committee consisting of Chris Pappas, Phillip West, Tim Tucker, Woody Speed, Nicole Woerner, Adam Roberson, and Jackie McGonigal reviewed and scored the submittals based on the criteria presented in the RFQ. Each individual review of the qualifications from the submittal ranked Thompson Engineering as their top choice, overall scoresheet attached. Therefore, it is our recommendation that the City of Orange Beach enter into an agreement with the top ranked firm, **Thompson Engineering, Inc.**

Project Name: OB Stormwater Master Study Project
8/15/2024

No.	Criteria	Possible Points	Allen Engineering & Science	Engineering Design Technologies	Goodwyn, Mills, Cawood	Thompson Engineering
1	Qualifications and Experience of Management Personnel	15	92	77	78	94
2	Background and Experience on Similar Projects	35	202	184	182	230
3	Commitment and Ability to Meet a Schedule	15	89	82	78	99
4	Understanding the Problem and Method of Approach	35	201	194	163	242
TOTAL POINT VALUE		100	584	537	501	665
RANKING BASED ON POINTS			2	3	4	1



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of In-Car Camera Systems for the Police Department through State Bid in the amount of \$44,560.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted, Police

ATTACHMENTS:

1. 09-03-24 24-xxx Authorize Purchase Car Cameras Police State Bid
2. 2024.08.12 Quote - Police - Motorola Solutions

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
IN-CAR CAMERA SYSTEMS FOR THE POLICE DEPARTMENT
THROUGH STATE BID IN THE AMOUNT OF \$44,560**

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 WatchGuard Video In-Car Camera Systems for the Police Department from Motorola Solutions, Inc., through Alabama State Bid in an amount not to exceed \$44,560;
2. That the Mayor is hereby authorized to approve payment to Motorola Solutions, Inc., in the amount of \$44,560.00 for WatchGuard Video In-Car Camera Systems, per Quote No. 2748624 dated August 12, 2024;
3. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective upon its adoption.

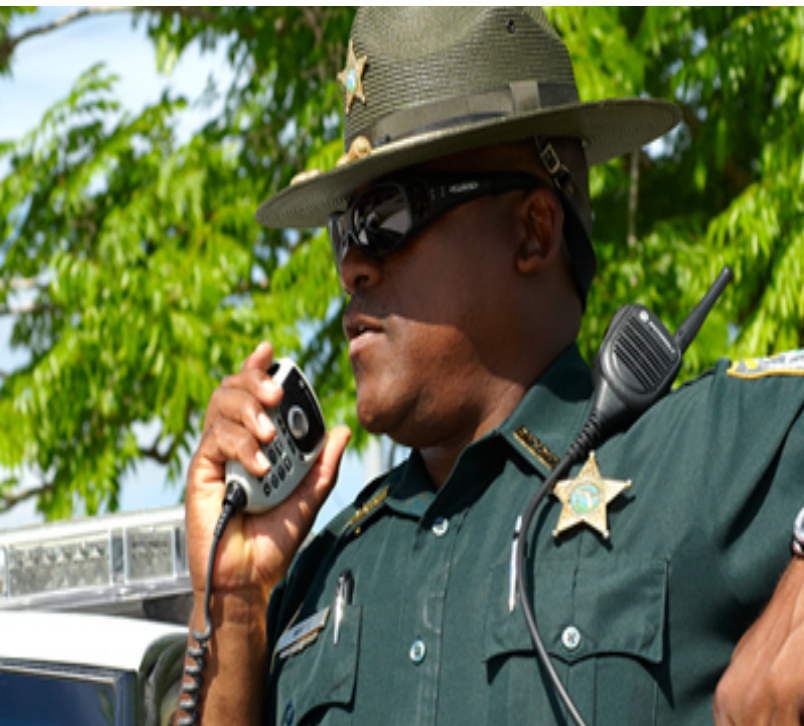
ADOPTED THIS 3rd DAY OF SEPTEMBER, 2024.

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 September 3, 2024.

City Clerk



ORANGE BEACH POLICE DEPT

4-M500 VaaS

08/12/2024

Billing Address:
ORANGE BEACH POLICE DEPT
PO BOX 458
4151 ORANGE BEACH BLVD
ORANGE BEACH, AL 36561
US

Quote Date:08/12/2024
Expiration Date:10/11/2024
Quote Created By:
Stephenie Shirley
Area Sales Manager
stephenieshirley@
cesteamone.com
2514217271

End Customer:
ORANGE BEACH POLICE DEPT
LT. TRENT JOHNSON
DJOHNSON@ORANGEBEACHAL.GOV
251-981.6567

Contract: 36874 - WATCHGUARD-
SOURCEWELL 101223-MOT

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
Video as a Service							
1	AAS-M5-5YR-001	M500 IN-CAR VIDEO SYSTEM AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	4	5 YEAR	\$9,900.00	\$9,900.00	\$39,600.00
2	AAS-BWC-USB-DOC	V300/V700 USB CHARGE/ UPLOAD DOCK - VIDEO-AS-A-SERVICE	4	5 YEAR	\$240.00	\$240.00	\$960.00
3	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS	4	5 YEAR	Included	Included	Included
4	WGB-0177AAS	VIDEO EQUIPMENT, V300/ V700 USB IN-CAR CHARGE/UPLOAD DOCK VAAS	4		Included	Included	Included
5	WGB-0700A	VIDEO EQUIPMENT,M500 IN-CAR SYSTEM FRONT/ PASSENGER CAM	4		Included	Included	Included
6	WGW00502	M500 EXTENDED WARRANTY	4	5 YEAR	Included	Included	Included



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
7	WGB-0190A	HIFI MIC MUTABLE KIT W BKTS, CAT5 CABLE	4		Included	Included	Included
8	WGP02225-600-KIT	BRKT4RE DISP/HMIC/ZCAM POST 2015 F150	4		Included	Included	Included
Product Services							
9	LSV00Q00203A	DEVICE INSTALLATION	4		\$1,000.00	\$1,000.00	\$4,000.00

Grand Total

\$44,560.00(USD)



Pricing Summary

		Payment Term	Upfront Sale Price	
Upfront Costs*				
				\$4,000.00
Upfront Subscription Fee				
	Video as a Service	Annually		\$8,112.00
Sub Total:				\$12,112.00
		Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
	Video as a Service	Annually	\$8,112.00	\$8,112.00
Year 3 Subscription Fee				
	Video as a Service	Annually	\$8,112.00	\$8,112.00
Year 4 Subscription Fee				
	Video as a Service	Annually	\$8,112.00	\$8,112.00
Year 5 Subscription Fee				
	Video as a Service	Annually	\$8,112.00	\$8,112.00
Sub Total:				\$32,448.00
Grand Total System Price (Inclusive of Upfront and Annual Costs)				\$44,560.00

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a use agreement with the Coastal Alabama Business Chamber for the 51st Annual National Shrimp Festival.

Background/Description: The Chamber has requested use of two ATVs owned by the City's Coastal Resources Department for the Annual Shrimp Festival held in Gulf Shores.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-03-24 24-xxx Authorize Use Agreement Coastal Alabama Business Chamber Shrimp Festival
2. 2024.07.24 Use Agreement Coastal Alabama Business Chamber Shrimp Festival

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
USE AGREEMENT WITH THE
COASTAL ALABAMA BUSINESS CHAMBER FOR THE
51st ANNUAL NATIONAL SHRIMP FESTIVAL**

FINDINGS:

1. The Coastal Alabama Business Chamber, a domestic non-profit corporation, is hosting an event entitled the 51st Annual National Shrimp Festival in the City of Orange Beach's neighboring city, the City of Gulf Shores. The Coastal Alabama Business Chamber has requested use of two (2) all terrain vehicles (ATVs) during the event for the purpose of assisting in public safety and other necessary event tasking required to make the event successful and safe.
2. The Coastal Alabama Business Chamber is a business-based association which works to preserve, enhance and expand the business environment in Coastal Alabama. They do so by furthering business advocacy and promoting community enrichment and leadership in events and programs. The Annual National Shrimp Festival has previously proven to boost public morale and stimulate economic growth by encouraging attendants to visit local businesses and providing increased revenues to local businesses through the attraction of visitors, and other efforts. These economic and socioeconomic impacts are in line with the "public purpose" as defined by the Alabama Supreme Court.
3. The City wishes to serve the public to the highest capacity in everything it does. Providing assistance to Coastal Alabama Business Chamber for logistical support of the 51st Annual National Shrimp Festival serves the public purpose through an event that stimulates Coastal Alabama and the City of Orange Beach economy.
4. After having reviewed the use agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.
5. The term of this agreement shall be effective on and after its adoption by the City Council and execution by the Mayor, and shall continue in full force and effect until the ATVs have been returned to the City following the completion of the event on or about October 13, 2024.

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 Use Agreement (attached Exhibit A) in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Coastal Alabama Business Chamber 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 3rd DAY OF SEPTEMBER, 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 September 3, 2024.

City Clerk

USE AGREEMENT
Coastal Alabama Business Chamber
51st Annual National Shrimp Festival

This Use Agreement is entered into by and between the City of Orange Beach, Alabama, an Alabama Class 8 municipal corporation (“the City”) and Coastal Alabama Business Chamber, a domestic non-profit corporation (“Licensee”).

1. Licensee is an organization with the mission to preserve, enhance and expand the business environment in Coastal Alabama by furthering business advocacy and promoting community enrichment in events and programs;
2. Coastal Alabama is the location of many events both within the City and in surrounding cities sponsored in whole or in part by Licensee that have a significant positive economic and socioeconomic impact on the City, its citizens and its businesses;
3. Licensee wishes to have a free-to-the-public event entitled the 51st Annual National Shrimp Festival (“the Event”) in Orange Beach’s neighboring city, the City of Gulf Shores. The Event is expected to draw support and participation from local citizens and businesses as well as draw visitors and guests to the City, which will boost public morale and stimulate the local economy thru increased revenues for businesses, the City, and Coastal Alabama;
4. Licensee has requested use of two (2) all terrain vehicles (ATV) during the Event.

NOW, THEREFORE:

5. In consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the Licensee, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the City and the Licenses covenant and agree as follows:
6. Licensee will host the 51st Annual National Shrimp Festival in the City of Gulf Shores, Alabama on October 10-13, 2024.
7. Licensee will obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement.
8. Licensee will provide duly qualified and licensed staff to operate the all-terrain vehicles provided by the City during the Event
9. The City will provide Licensee 2 all-terrain vehicles for prompt and safe transport of event staff to assist in public health and safety and other Event tasking necessary for the successful operation of the Event. City to provide the vehicles from October 7-14, 2024.

Terms

10. This Agreement shall be effective on and after its adoption by the City Council and execution by the Mayor and shall continue in full force and effect until the all-terrain vehicles have been returned to the City following the completion of the event on October 13, 2024.
11. Notwithstanding anything written herein to the contrary, all commitments made herein by the City are subject to the discretion of the City. If at any time the City determines that a public need arises that requires the denial or withdrawal of any element of this agreement, then the City shall no longer be obligated or required to provide or perform such element.
12. Indemnification: Licensee agrees to indemnify and hold harmless the City, its elected officials, agents, servants and employees, from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind which arise from, or which are in any way related to the

event and the use of the City's all-terrain vehicles by the Licensee or its employees, volunteers, or agents- including any reasonable attorneys fees, expenses or costs incurred by the City as a result of any enforcement of compliance with this Agreement or defending any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.

13. No Joint Venture: Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Licensee, and shall not be liable for any debts or obligations incurred by Licensee, nor shall the City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the Licensee, or sums earned or derived by the Licensee, nor shall Licensee at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.
14. Independent Licensee. Licensee, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent Licensee in every respect and shall take all steps at its own expense, as the City may from time to time request, to indicate that it is an independent Licensee. City does not and will not assume any responsibility for the means by which or manner in which services by the Licensee, provided for herein, are performed, but on the contrary, the Licensee shall be wholly responsible therefore.
15. Agreement not Assignable. Licensee acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for the City's having entered in this Agreement. Therefore, Licensee shall not transfer or assign this contract or the license or any of the rights or privileges granted herein, without the prior written consent of the City, which such consent shall be granted or denied solely at the City's discretion.
16. Compliance with Law. Licensee hereby agrees to strictly comply with all ordinances of the City and the City of Gulf Shores and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.
17. Termination. Either party may terminate this Agreement at any time, with or without cause, by notifying the other party of its intent to terminate. Termination shall be effective on the date notice is delivered either in person, or by mail (or by courier service).
18. Non-Discrimination. Licensee agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with this Event.
19. Insurance. Licensee shall maintain in full force and effect, liability and comprehensive insurance coverage for the Event, a copy of the certificate of insurance naming the City as an additional insured, being attached hereto. Said insurance coverage will not be altered or terminated without 30 days prior written notice to the City.
20. Notices. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following addresses:

To the City:

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

With a required copy to:
City Attorney
City of Orange Beach
Post Office Box 458
Orange Beach, Alabama 36561

To the Licensee:
Coastal Alabama Business Chamber
4651 Main Street, Suite K6
Orange Beach, Alabama 36561

21. 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.
22. Modifications. Any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the party against whom enforcement is sought.
23. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.
24. 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.

Dated this _____ day of _____, 2024.

CITY OF ORANGE BEACH, ALABAMA
A Municipal Corporation

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

COASTAL ALABAMA BUSINESS CHAMBER

By: _____
Authorized Agent

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, in and for said County and State, hereby certify that Tony Kennon and Renee Eberly, Mayor and City Clerk, respectively, of the City of Orange Beach, an Alabama municipal corporation, whose names are signed to the foregoing and who are known to me, who being first duly sworn on oath, acknowledged before me on this day, that the statements contained herein are true and correct and they, as such officers and with full authority, 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: _____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Greg Alexander, as authorized agent of Coastal Alabama Business Chamber, a domestic non-profit corporation, whose name is signed to the foregoing agreement, and who is known to me, acknowledges before me on this day that the statements contained herein are true and correct and (s)he has full authority to execute the same, and that (s)he is voluntarily doing so on the day that 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
SEPTEMBER 3, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing settlement in the case of Wireman, et al., v. The City of Orange Beach.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2024.08.30 Settlement Agreement Larry Wireman Turquoise Properties

AMENDED AND RESTATED SETTLEMENT AGREEMENT

This Amended and Restated Settlement Agreement and Release (this “Agreement”) is entered into as of the ___ day of August, 2024 (the “Effective Date”) between (a) Turquoise Properties, L.L.C., an Alabama limited liability company (“Turquoise Properties”) and Larry Wireman (“Wireman”), together as “Plaintiff,” and (b) the City of Orange Beach, Alabama (“Defendant”). Plaintiff and Defendant shall be referred to as the “Parties” (and individually as a “Party”).

BACKGROUND

WHEREAS, Plaintiff filed suit against Defendant in the Circuit Court for Baldwin County, Alabama, styled *Turquoise Properties, LLC, et al. v. City of Orange Beach*, Case No. 05-CV-2020-900803 (the “Litigation”), relating to certain properties heretofore conveyed by Turquoise Properties to Defendant (the foregoing circumstances, as more particularly set forth in the pleadings to said Litigation, referred to herein as the “Dispute”); and

WHEREAS, without any admission of fault by any Party, the Parties wish to settle this dispute to avoid the cost and requirements of litigation.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Agreed transfer of properties. The Parties agree to transfer title to properties as follows:

(a) Defendant will convey to Turquoise Properties or Larry Wireman those certain tracts of real estate designated in the Baldwin County Revenue Commissioner’s records as (i) PIN 273826 (the “Gulf Tract”), located at 26302 Perdido Beach Blvd., Orange Beach, AL, consisting of approximately .996 acres, and (ii) PIN 313406 and the abutting area shown on the Revenue Commissioner’s records as Turquoise Lane and McKissack Avenue (the “Cotton Bayou Tract”), consisting of approximately 5.7 acres, collectively referred to as the “Turquoise Properties Acquisition Tracts.”

(b) In exchange, Plaintiff will convey or cause entities he owns and/or controls (including but not limited to Turquoise Properties and October Investments) to convey to Defendant those certain tracts of real estate designated in the Baldwin County Revenue Commissioner’s records as (i) PIN 238502 (the “Storage Tract”) located at 4403 Sweetwater Drive, consisting of approximately 1.2 acres, and (ii) PIN 238500 (the “ABC Tract”), located at 23680 Canal Road, consisting of approximately 1.13 acres all such parties collectively referred to as the “City Acquisition Tracts”).

(c) Defendant has no opposition to and supports Plaintiff’s current plan to construct a 6 unit condominium and clubhouse and parking structure on the Gulf Tract, subject to planning commission, zoning, and parking requirements, and subject to the Good Conscience Clause in section 13 below; and

(d) Defendant makes no representations or promises or warranties with respect to future development of the Cotton Bayou Tract other than development consistent with the City’s zoning ordinances. Once title to the Cotton Bayou Tract is transferred to Plaintiff, Plaintiff can develop that property under existing zoning and other laws, rules, regulations, and conditions, and Plaintiff must also satisfy any ALDOT or other requirements with respect to any pedestrian or vehicular traffic from the Cotton Bayou Tract to access the Gulf Tract. Defendant makes no representations or promises or warranties guaranteeing any right to develop the property other than the right to development under the City’s zoning ordinances that would exist if the property was currently owned free of the restrictions in the deed that previously transferred the property to the City on February 25, 2010.+

(e) No exchange of funds are agreed to as part of this settlement, and each Party is responsible for its own attorney fees and expenses.

(f) Defendant will initiate and diligently prosecute to completion the process to vacate any right of way or roadway lying within or abutting the Cotton Bayou Tract, including Turquoise Lane and/or McKissack Avenue (the “ROW Vacation”) to the extent necessary to convey the same to Plaintiff as part of the Cotton Bayou Tract.

2. Approval by City Council. The Parties understand that Defendant is a municipal corporation, and this settlement must be approved by the City Council. The Parties intend to submit this settlement for approval by the City Council at its regular Council meeting scheduled for September 3, 2024.

3. Title Work. Plaintiff has heretofore ordered from Orange Beach Title, LLC (the “Title Company”) the following: (i) a title commitment for the Turquoise Acquisition Tracts naming Turquoise Properties as the proposed insured (whether issued as a single commitment, or separate commitments for each tract, collectively, the “Turquoise Properties Commitment”), (ii) a title commitment for the City Acquisition Tracts naming the Defendant as the proposed insured (whether issued as a single commitment, or separate commitments for each tract, collectively, the “City Commitment”, and together with the Turquoise Properties Commitment, collectively, the “Commitments”), together with legible copies of all instruments shown as recorded exceptions on Schedule B-II of both Commitments (the “Recorded Exceptions”). Plaintiff has provided such Commitments and Recorded Exceptions to Defendant. The Commitment shall be issued by Westcor Land Title Insurance Company, or such other underwriter of national recognition, who is acceptable to Defendant, in Defendant’s reasonable discretion. Any liens and encumbrances which secure the payment of indebtedness or assessments, or are otherwise dischargeable by the payment of money, shall be shown on the Commitments as “Requirements” that must be discharged by the applicable owner of such property on or before Closing (and will not be shown as Recorded Exceptions on Schedule B-II of the Commitments).

4. Turquoise Properties Title Objection Process. Turquoise Properties shall have seven (7) days (the “TP Title Review Period”) from the Effective Date to notify the Defendant, in writing, of such objections as Turquoise Properties may have to any legal defects in title shown in the Turquoise Properties Commitment (a “TP Title Objection”). Any item contained in the Turquoise Properties Commitment to which Turquoise Properties does not object during the TP Title Review Period shall be deemed to have been approved by Turquoise Properties as then reflected in the Turquoise Properties Commitment. In the event Turquoise Properties shall notify Defendant of a TP Title Objection prior to the expiration of the TP Title Review Period, Defendant shall have ten (10) days (the “TP Title Cure Period”), within which Defendant shall have the right, but not the obligation, to agree to cure or remove such TP Title Objection and enable Turquoise Properties to receive a revised Turquoise Properties Commitment evidencing such cure or removal. If Defendant fails to agree to either cure or remove such TP Title Objection to the reasonable satisfaction of Turquoise Properties and the Title Company prior to the expiration of the TP Title Cure Period, Turquoise Properties may terminate this Agreement by written notice to the Defendant at any time within three (3) days of the expiration of the TP Title Cure Period (the “TP Title Termination Period”), in which event the Parties will have no further obligations hereunder other than those obligations which expressly survive by their terms. Failure of Turquoise Properties to so terminate this Agreement within the TP Title Termination Period shall be deemed to mean that Turquoise Properties has elected to waive all uncured TP Title Objections and to accept such

title as Defendant is able to convey, and such uncured TP Title Objections shall be deemed to be “TP Permitted Exceptions” (as hereinafter defined). As used in this Agreement, the term “TP Permitted Exceptions” shall mean:

(a) those matters reflected in the Turquoise Properties Commitment which either are not objected to in writing within the time period provided in this Section, or if objected to in writing by Turquoise Properties within the time period provided in this Section, are those which Defendant has elected not to remove or cure, and Turquoise Properties has elected to waive or is deemed to have elected to waive;

(b) the lien of all ad valorem real estate taxes and assessments not yet due and payable as of the Closing;

(c) local, state and federal laws, ordinances or governmental regulations, including building, zoning and subdivision laws, ordinances and regulations, flood zones, and mining and reclamation laws and regulations, now or hereafter in effect relating to the Turquoise Properties Acquisition Tracts; and

(d) prior reservations of oil, gas, and mineral rights.

5. Defendant’s Title Objection Process. Defendant shall have seven (7) days (the “City Title Review Period”) from the Effective Date to notify Turquoise Properties, in writing, of such objections as the Defendant may have to any legal defects in title shown in the City Commitment (a “City Title Objection”). Any item contained in the City Commitment to which the Defendant does not object during the City Title Review Period shall be deemed to have been approved by the Defendant as then reflected in the City Commitment. In the event the Defendant shall notify Turquoise Properties of a City Title Objection prior to the expiration of the City Title Review Period, Turquoise Properties shall have ten (10) days (the “City Title Cure Period”), within which Turquoise Properties shall have the right, but not the obligation, to agree to cure or remove such City Title Objection and enable the Defendant to receive a revised City Commitment evidencing such cure or removal. If Turquoise Properties fails to agree to either cure or remove such City Title Objection to the reasonable satisfaction of the Defendant and the Title Company prior to the expiration of the City Title Cure Period, the Defendant may terminate this Agreement by written notice to the other Parties at any time within three (3) days of the expiration of the City Title Cure Period (the “City Title Termination Period”), in which event the Parties will have no further obligations hereunder other than those obligations which expressly survive by their terms. Failure of the Defendant to so terminate this Agreement within the City Title Termination Period shall be deemed to mean that the Defendant has elected to waive all uncured City Title Objections and to accept such title as the applicable owner is able to convey, and such uncured City Title Objections shall be deemed to be “City Permitted Exceptions” (as hereinafter defined). As used in this Agreement, the term “City Permitted Exceptions” shall mean:

(e) those matters reflected in the City Commitment which either are not objected to in writing within the time period provided in this Section, or if objected to in writing by the Defendant within the time period provided in this Section, are those which Turquoise Properties has elected not to remove or cure, and the Defendant has elected to waive or is deemed to have elected to waive;

(f) the lien of all ad valorem real estate taxes and assessments not yet due and payable as of the Closing;

(g) local, state and federal laws, ordinances or governmental regulations, including building, zoning and subdivision laws, ordinances and regulations, flood zones, and mining and reclamation laws and regulations, now or hereafter in effect relating to the City Acquisition Tracts; and

(h) prior reservations of oil, gas, and mineral rights.

6. Due Diligence on City Acquisition Tracts. The period of time commencing as of the approval date by the City Council (see Section 2 above) and ending thirty (30) days thereafter is called the “Due Diligence Period”. Plaintiff hereby grants to Defendant and its agents and contractors a license during the Due Diligence Period to fully inspect the City Acquisition Tracts and make such inspections, surveys, tests, reports and investigations of the City Acquisition Tracts as Defendant may deem appropriate or desirable. Such inspections shall be at the risk of the Defendant. Upon completion of Defendant’s inspections and tests, Defendant shall restore the City Acquisition Tracts to substantially the same condition as existed before Defendant’s entry upon the City Acquisition Tracts, which obligation shall survive the termination of this Agreement. Prior to entering the City Acquisition Tracts, Defendant shall notify and coordinate any such site visit with Plaintiff. If, during the Due Diligence Period, the Defendant discovers a condition to the City Acquisition Tracts which (i) is a materially adverse condition, (ii) constitutes a “recognized environmental condition, (iii) is reflected on a survey as a material matter adversely affecting title, or (iv) would otherwise materially impair the Defendant’s ability to utilize the subject property for its intended purpose, then the Defendant shall have the right to terminate this Agreement by providing written notice thereof to the other Parties on or before the expiration of the Due Diligence Period, in which event, the Parties will have no further obligations hereunder other than those obligations which expressly survive by their terms.

7. Due Diligence on Turquoise Properties Acquisition Tracts. Defendant hereby grants to Turquoise Properties and its agents and contractors a license during the Due Diligence Period to fully inspect the Turquoise Properties Acquisition Tracts and make such inspections, surveys, tests, reports and investigations of the Turquoise Properties Acquisition Tracts as Turquoise Properties may deem appropriate or desirable. Such inspections shall be at the risk of Turquoise Properties. Upon completion of Turquoise Properties’ inspections and tests, Turquoise Properties shall restore the Turquoise Properties Acquisition Tracts to substantially the same condition as existed before Turquoise Properties’ entry upon the Turquoise Properties Acquisition Tracts, which obligation shall survive the termination of this Agreement. Prior to entering the Turquoise Properties Acquisition Tracts, Turquoise Properties shall notify the Defendant and coordinate any such site visit. If, during the Due Diligence Period, Turquoise Properties discovers a condition to the Turquoise Properties Acquisition Tracts which (i) is a materially adverse condition, (ii) constitutes a “recognized environmental condition, (iii) is reflected on a survey as a material matter adversely affecting title, or (iv) would otherwise materially impair Turquoise Properties’ ability to utilize the subject property for its intended purpose, then Turquoise Properties shall have the right to terminate this Agreement by providing written notice thereof to the Defendant on or before the expiration of the Due Diligence Period, in which event, the Parties will have no further obligations hereunder other than those obligations which expressly survive by their terms.

8. Affirmative Covenants. The Parties agree to comply with the following covenants until Closing with respect to the properties described above:

(i) to maintain such property in the same physical condition as presently exists, and not to make any alterations, modifications or improvements to such property, unless necessitated by health or safety exigencies;

(ii) not to enter into or modify any leases (except as provided in Section 9), contracts or agreements affecting such property which are not terminable at will; and

(iii) not to apply for, consent to, or enter into any change in zoning, de-annexation, annexation, variance, or other contracts or agreements which affect such property (it being understood, however, that Turquoise Properties will be applying for the PUD Approval on the Turquoise North Property).

9. Termination of Storage Leases. Promptly after the expiration of the Due Diligence Period, and in no event later than seven (7) days thereafter, Plaintiff shall proceed to legally terminate all of the leases to customers for use of the mini-storage units located on the Storage Tract (the “Storage Leases”), all of which Storage Leases will be terminated by Plaintiff prior to Closing, and shall take all legal action to ensure that all personal belongings of such tenants are legally removed from the storage units on the Storage Tract. Upon the date that all of such Storage Leases have been effectively and legally terminated, and all belongings of the tenants of such units have been legally removed, Plaintiff shall provide written certification to Defendant of such facts together with the applicable passcodes/keys necessary to allow Defendant to fully inspect the interior of all storage units located on the Storage Tract (the date that Defendant receives such written notice and passcodes/keys, the “Storage Trigger Date”). Plaintiff represents and warrants to Defendant that all Storage Leases are terminable at will on no more than thirty (30) days’ notice.

10. ABC Board’s Rights of Occupancy. During the Due Diligence Period (or prior thereto, if Plaintiff so chooses), Plaintiff shall use its best efforts to secure from the ABC Board a written agreement containing the following (the “New ABC Agreement”):

(a) acknowledging that, upon the City’s acquisition of the ABC Tract, the ABC Board’s rights of occupancy thereto will become subject and subordinate to a Post-Closing Occupancy Agreement to be executed between the City and October Investments at the Closing (providing for October Investments to retain its rights as landlord as to the ABC Tract until the Required Vacation Date as set forth in subparagraph (c) below);

(b) confirming that the ongoing landlord-tenant relationship between the ABC Board and October Investments will continue “consistent with past practice” subject to the obligation to vacate as provided in subparagraph (c) below;

(c) confirming the ABC Board’s obligation to vacate the ABC Tract by the earlier to occur of (i) thirty (30) days after the issuance of a certificate of occupancy as to the new building being constructed by October Investments for the ABC Board located at 25431 Canal Road, Orange Beach, Alabama 36561, or (ii) April 1, 2025 (such earlier date, the “Required Vacation Date”);

(d) providing for the Defendant to be a named additional insured on the ABC Board's general liability insurance; and

(e) naming the Defendant as a third party beneficiary thereof.

The form of such New ABC Agreement shall be subject to the approval of the Defendant, such approval not to be unreasonably withheld. Plaintiff shall promptly provide Defendant with a fully executed copy of the New ABC Agreement (the date of such New ABC Agreement, the "ABC Trigger Date"). In the event that Plaintiff fails to secure such New ABC Agreement and provide the City with a copy thereof within such the Due Diligence Period, Defendant shall have the right to terminate this Agreement by written notice to the other Parties, in which event the Parties will have no further obligations hereunder other than those obligations which expressly survive by their terms; provided, however, if Plaintiff provides Defendant evidence within the Due Diligence Period that Plaintiff is diligently pursuing such New ABC Agreement but that the ABC Board requires additional time to approve and sign such New ABC Agreement, and so long as Plaintiff continues to diligently pursue such New ABC Agreement, then Plaintiff shall have up to an additional sixty (60) days after the end of the Due Diligence Period to secure such New ABC Agreement before Defendant's termination right in this Section 9 shall be applicable and exercisable (if the ABC Trigger Date has still not occurred). Plaintiff agrees to deliver to Defendant a copy of any written lease that it may have with the ABC Board, to the extent that Plaintiff has such copy in its possession.

11. Insurance, Damage or Destruction. Prior to Closing, Defendant and Plaintiff agree to obtain and keep in force "all risk" coverage insurance in the customary form in the vicinity where the properties are located insuring the replacement value of any improvements thereon (the "Insured Improvements"). In the event that any Insured Improvements are damaged by fire or other casualty prior to Closing and such damage has not been substantially repaired by the Closing, the Party acquiring such property hereunder will receive from the applicable owner at Closing an assignment of all of such owner's interest in and to all insurance proceeds which may be payable to such owner on account of any such casualty, less all out-of-pocket costs reasonably incurred by such owner prior to Closing in repairing such damage.

12. Closing. Unless this Agreement is earlier terminated as provided herein, the consummation of the conveyances contemplated hereby (the "Closing") shall take place within ten (10) days after the later of the Storage Trigger Date, the ABC Trigger Date or the expiration of the Due Diligence Period (the "Closing Date"), on such date as may be specified by Defendant, subject to the reasonable approval by the other Parties. The Closing shall take place in escrow at the offices of the Title Company, or at such other place as may be mutually agreed upon by the Parties. A Party shall be entitled to close on the Property by mail or overnight carrier and need not be physically present at closing.

13. Prorations. Ad valorem taxes and rents will be prorated as of 12:01 a.m. of the Closing Date with respect to the properties on the basis of the most recent ascertainable data.

14. Plaintiff Deliverables as to October Investments. At the Closing, Plaintiff shall cause October Investments to execute, acknowledge and deliver to Defendant (a) a statutory warranty deed in recordable form, conveying fee simple title to the Storage Tract and the ABC Tract to the Defendant, free and clear of any liens or encumbrances, subject only to the City Permitted Exceptions applicable to

each property, and (b) owner's, lien waiver, broker, bankruptcy, judgment and tax lien affidavits, using the standard forms customarily employed by the Title Company, together with an affidavit under Section 1445 of the Internal Revenue Code, and such documentation as may be necessary or appropriate to cause the Title Company to delete the "standard exceptions" and to otherwise carry out the spirit of this Agreement. Plaintiff shall cause the Title Company to provide a "marked up" Commitment at Closing, providing for the following: (i) the effective date to be reflected as "time and date of recording", (ii) reflecting Defendant as the owner of the Storage Tract and the ABC Tract, (iii) reflecting that all "requirements" have been satisfied, and (iv) eliminating all B-II exceptions, except for City Permitted Exceptions applicable to the respective properties. Plaintiff shall cause to be delivered to Defendant possession of the Storage Tract and the ABC Tract at Closing, free from any claims of possession whatsoever, except for the rights of the ABC Board under the New ABC Agreement. For the avoidance of doubt, prior to Closing, Plaintiff shall have caused all Storage Leases on the Storage Tract to be terminated, and ensure that all personal belongings of prior tenants with respect to such units have been legally removed. Additionally, Plaintiff shall cause October Investments to execute and deliver to the Defendant a Post-Closing Occupancy Agreement in form and substance acceptable to Defendant, in its reasonable discretion, for a term no longer than the Required Vacation Date and without the payment of rent.

15. Defendant Deliverables. At the Closing, Defendant shall execute, acknowledge and deliver to Turquoise Properties (a) a statutory warranty deed in recordable form, conveying fee simple title to the Turquoise Properties Acquisition Tracts to Turquoise Properties, free and clear of any liens or encumbrances, subject only to the TP Permitted Exceptions applicable to each property, and (b) owner's, lien waiver, broker, bankruptcy, judgment and tax lien affidavits, using the standard forms customarily employed by the Title Company, together with an affidavit under Section 1445 of the Internal Revenue Code, and such documentation as may be necessary or appropriate to cause the Title Company to delete the "standard exceptions" and to otherwise carry out the spirit of this Agreement. Defendant shall request that the Title Company provide a "marked up" Commitment at Closing, providing for the following: (i) the effective date to be reflected as "time and date of recording", (ii) reflecting Turquoise Properties as the owner of the Turquoise Properties Acquisition Tracts, (iii) reflecting that all "requirements" have been satisfied, and (iv) eliminating all B-II exceptions, except for TP Permitted Exceptions applicable to the respective properties. Defendant shall deliver to Turquoise Properties possession of the Turquoise Properties Acquisition Tracts at Closing, free from any claims of possession whatsoever. Additionally, Defendant shall execute and deliver to October Investments a Post-Closing Occupancy Agreement, as described in the last sentence of Section 13.

16. Title Insurance and Recording Costs. The grantee of each property shall pay for the title insurance and deed recording costs for such property.

17. Mutual Release. Upon the completion of the Closing and the dismissal of the Litigation (as required by Section 21), the Parties, on behalf of themselves, their predecessors, successors, affiliates, and assigns, and their attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, hereby release and discharge each of the other Parties, together with their predecessors, successors, affiliates, and assigns, and their attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and all persons acting by, through, under, or in concert with them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements,

controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which any Party has, or may have had, against another Party, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from the Dispute or the Litigation. This Agreement resolves any claim for relief that is, or could have been alleged, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, bad faith damages, reliance damages, liquidated damages, damages for humiliation and embarrassment, punitive damages, costs, and attorneys' fees related to or arising from the Dispute. Notwithstanding the foregoing, this release shall not be deemed to release a Party from its obligations hereunder.

18. No Outstanding or Known Future Claims/Causes of Action. Each Party affirms that it has not filed with any governmental agency or court any type of action or report against another Party other than the Litigation, and currently knows of no existing act or omission by another Party that may constitute a claim or liability excluded from the release in Section 17 above.

19. Acknowledgment of Settlement. The Parties, as broadly described in Section 17 above, acknowledge that the consideration set forth in this Agreement, which includes, but is not limited to, the sale and purchase of the properties as set forth in this Agreement, is in full settlement of all claims or losses of whatsoever kind or character that they have, or may ever have had, against the other Party, as broadly described in Section 17 above, including by reason of the Dispute.

20. No Admission of Liability. The Parties acknowledge that the terms of this Agreement were agreed upon as a compromise and final settlement of disputed claims, and may not be construed as, an admission of liability by any Party.

21. Dismissal of Litigation. Upon the completion of the Closing, Plaintiff shall take whatever actions are necessary to ensure that the Litigation is dismissed in its entirety as to all defendants named therein, with prejudice and without costs or fees, within 7 days. Defendant will cooperate with Plaintiff in securing the dismissal of the Litigation as appropriate.

22. Agreement is Legally Binding. The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors, assigns, executors, administrators, heirs, and estates.

23. Entire Agreement. The recitals set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof, and specifically supersedes and replaces any prior executed Settlement Agreement relating to the subject matter hereof. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by each of the parties hereto.

24. New or Different Facts. No Effect. Except as provided herein, this Agreement shall be, and remain, in effect despite any alleged breach of this Agreement or the discovery or existence of any new or additional fact, or any fact different from that which either Party now knows or believes to be

true. Notwithstanding the foregoing, nothing in this Agreement shall be construed as, or constitute, a release of any Party's rights to enforce the terms of this Agreement.

25. Interpretation. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation. Moreover, this Agreement shall not be construed against either Party as the author or drafter of the Agreement.

26. Choice of Law: This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Alabama, United States of America, including its statutes of limitations, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Alabama.

27. Attorneys' Fees. The Parties acknowledge and agree that they are solely responsible for paying any attorneys' fees and costs they incurred and that neither Party nor their attorneys will seek any award of attorneys' fees or costs from the other Party.

28. Reliance on Own Counsel. In entering into this Agreement, the Parties acknowledge that they have relied upon the legal advice of their respective attorneys, who are the attorneys of their own choosing, that such terms are fully understood and voluntarily accepted by them, and that, other than the consideration set forth herein, no promises or representations of any kind have been made to them by the other Party. The Parties represent and acknowledge that in executing this Agreement they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by the other Party or by that other Party's agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement or otherwise.

29. Counterparts. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

30. Authority to Execute Agreement. By signing below, each Party warrants and represents that the person signing this Agreement on its behalf has authority to bind that Party and that the Party's execution of this Agreement is not in violation of any by-law, covenants, and/or other restrictions placed upon them by their respective entities.

31. Good Conscience Clause. Defendant is a municipality under the laws of the State of Alabama, and has adopted procedures for the development, zoning, or re-zoning of properties within the City. Those procedures may include public hearings where the Planning Commission, the Mayor, and City Council members have a duty to consider statements made by the public attending the hearing and any information submitted for or against a proposed development. Defendant has discussed with Plaintiff its proposed plan for development of the Gulf Tract, and at this time supports approval of the proposed project, but Plaintiff will be required to follow the typical processes (including but not limited to a potential PUD application and approval process), including all required public hearings, if any.

While Defendant supports this project, the Mayor and members of the City Council reserve the right to vote in good conscience to approve or disapprove any development plans at any point during the application and approval process. Moreover, any development and all related construction or development must at all times comply with all City of Orange Beach codes, ordinances, and regulations, and any other applicable law, none of which are waived by Defendant.

IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed effective as of the date set forth above.

[SIGNATURES FOLLOWING ON PAGE 10]

LARRY WIREMAN

TURQUOISE PROPERTIES, L.L.C.

By: _____
Larry Wireman
Its Member

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Its Mayor

Attest: _____
City Clerk

[SEAL]



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

Departments: Community Development

Description of Topic: Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0801-CU-24, Keel Storage Phase 4 Addition.

Background/Description: Lieb Engineering Company, on behalf of FM Holdings LLC, requests **Conditional Use Approval** to construct two mini-warehouse buildings. The property is located at 27103 Canal Road in the General Business (GB) zoning district.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 0801-CU-24 Keel Storage Phase 4 Addition - Staff Report
2. 0801-CU-24 Keel Storage Phase 4 Addition - Application
3. 0801-CU-24 Keel Storage Phase 4 Addition - PC Recommendation Letter
4. 0801-CU-24 Keel Storage Phase 4 Addition - Civil Plans
5. 0801-CU-24 Keel Storage Phase 4 Addition - Landscape Plans
6. 0801-CU-24 Keel Storage Phase 4 Addition - Architectural Plans



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



**Orange Beach City Council
Meeting – September 3, 2024**

**Case No. 0801-CU-24
Keel Storage Phase 4 Addition
Conditional Use Approval**

Owner:
FM Holdings LLC
Mark Keel
P.O. Box 1683
Orange Beach, AL 36561
(251) 980-5000
mark.keel@yahoo.com

Applicant:
Lieb Engineering
Chris Lieb
1290 Main St., Suite E
Daphne, AL 36526
(251) 978-9779
clieb@liebengineering.com

Property Address:
27103 Canal Rd.

Tax Parcel:
05-65-02-12-0-000-050.001

PPIN:
54235

I. GENERAL INFORMATION

Request: **Conditional Use Approval**

Lieb Engineering Company, on behalf of FM Holdings LLC, requests conditional use approval to construct two mini-warehouse buildings.

Planning Commission: The Planning Commission held a public hearing and considered this request at its regular meeting on August 12, 2024. There were no participants in the public hearing. The Planning Commission approved its motion for favorable recommendation (9-0), giving this request a **positive recommendation**.

Location: The proposed mini-warehouse buildings will be located on the property at 27103 Canal Road between Keel Storage and CrossFit Anchor Down and the former Master Joe's Restaurant. In the last two years, the Planning Commission has given site plan approvals for an outdoor storage area and other storage buildings on this property.

Present Zoning: GB (General Business)

Present Use: Outdoor Storage Area

Future Land Use: Commercial Low Intensity
The proposed mini-warehouse buildings are consistent with the existing land uses in the area and the land use designation on the Future Land Use Map.

Surrounding Land Use and Zoning: **North:** Undeveloped, RS-1 (Single-Family Residential)
South: Undeveloped, MR (Marine Resort); Terry Cove Motorcoach Resort, PUD (Planned Unit Development – *Terry Cove Motorcoach Resort*)
East: Vacant Commercial Structure, GB (General Business)
West: Keel Storage, CrossFit Anchor Down, GB (General Business)

Special Districts: **Overlay Zoning:** Restricted Height Overlay District
Neighborhood District: East Orange Beach
Airport Zone: Precision Instrument Approach
Flood Zone: X

Nearby Streets: This property fronts on Canal Road.

Site History:

<i>Date</i>	<i>Description</i>
February 2016	Planning Commission approved the site plan review for a storage yard and a 2,400-SF storage building on the property west of this site. This site plan review approval expired in February 2017. <i>(Case No. 0201-SP-22)</i>
November 2017	Planning Commission approve the site plan review for an outside storage yard and a 2,400-SF building on the property west of this site. <i>(Case No. 0707-SP-22)</i>
October 2018	Planning Commission approved the site plan review for a boat and RV storage facility with 62,000 SF of paved area and four buildings with a total coverage of 40,000 SF on the property west of this site. <i>(Case No. 1003-SP-18)</i>
December 2019	Planning Commission approved the site plan review converting a part of one of the mini-warehouse buildings into a fitness facility for CrossFit Anchor Down and changing the exterior cladding of this building from metal to hardi board. <i>(Case No. 1201-SP-19)</i>
July 2022	Planning Commission approved the site plan review to expand Keel Storage to the neighboring lot to the east for an outdoor storage area. <i>(Case No. 0704-SP-22)</i>
January 2024	Planning Commission approved the site plan review to construct a 2,400-SF open storage structure. <i>(Case No. 0102-SP-24)</i>
April 2024	Planning Commission approved the site plan review to construct a 4,500-SF storage building. This building is currently being constructed. <i>(Case No. 0405-SP-24)</i>

II. BUILDING & SITE PLAN REVIEW

1. **Density, Building Size, Building Setbacks, Building Height:** Pursuant to Section 4.02, 4.03 and 4.04 of the zoning ordinance, the following standards apply:

<i>Standards</i>		<i>Required/Allowed</i>	<i>Proposed</i>
Lot Area			169,448 SF (3.89 acres)
Building Footprint		94,891 SF (maximum) 1,000 SF (minimum)	22,000 SF (min-warehouses) 4,500 SF (storage building)
Maximum Building Footprint Coverage		56%	16%
Gross Floor Area			26,500 SF
Floor Area Ratio			0.16
Building Footprint Setback	Front	30 feet	60 feet
	Rear	30 feet	100+ feet
	East Side	10 feet	10 feet

	West Side	10 feet	75 feet
Building Height		50 feet	26 feet to the ridge

- The Phase 4 addition will entail two mini-warehouses.
- Each mini-warehouse will have a building width of 50 feet and a building depth of 220 feet. The floor area for each mini-warehouse will be 11,000 SF.
- Each mini-warehouse will have six individual, compartmentalized and controlled access units. Each unit will have a stall width of 36.6 feet and a stall depth of 50 feet and will have a floor area covering 1,830 SF.
- A 4,500-SF storage building that was approved in April 2024 will be located north of the mini-warehouses.
- There will be a building separation of 20 feet between the two mini-warehouses.
- There will be a building separation of 40 feet between the north mini-warehouse and the storage building.

2. **Parking:** Pursuant to Section 8.0101 of the zoning ordinance, the following parking standards apply:

Use	Unit of Measure	Required		Provided	
		Parking Ratio	Parking		Parking
			Regular	HC	
Storage	22,000 SF	None	0		
Regular & Handicapped Required & Provided			0	0	0 0
TOTAL SPACES REQUIRED & PROVIDED			0		0

- There are no parking requirements for mini-warehouses and self-service storage facilities unless floor area for offices, manager's quarters, or commercial uses are provided.
- Gravel will be used for the vehicular use area. Per Section 8.010405 of the zoning ordinance, alternative all-weather surfaces, such as gravel, may be approved by the Planning Commission. The Planning Commission has approved the previous two requests for gravel on this site.
- The site presently has a full-movement driveway onto Canal Road.

3. **Landscaping and Buffering:** Pursuant to Article 16 and Section 4.05 of the Zoning Ordinance, the following landscaping and buffering requirements apply:

- Landscaping will cover more than 56 percent of the site. The minimum requirement is 20 percent.
- The site has 135 feet of linear frontage along Canal Road. In the required perimeter landscaped area, four trees will be required, and four Bald Cypress trees will be provided.
- The vehicular use area for this addition will cover nearly 40,300 SF. The landscape ordinance requires one hardwood tree per every 1,300 SF of vehicular use area proposed. Based on 40,300 SF, 31 hardwood trees. The landscape architect states that the more than 1 acre of woodlands north of the developable area will meet this requirement.
- No land use buffering is required. The properties to the east and west are commercial.

4. **Architectural Appearance:** Pursuant to Sections 10.0305 and 10.0306 of the zoning ordinance, the following architectural standards apply:

- Mini-warehouses are allowed in GB zoning as a conditional use approval.
- Mini-warehouses in GB zoning are allowed have metal siding if one of the following conditions are met: (a) is located to the rear of the principal building; (b) is located more than 175 feet from the rights-of-way of Canal Road, Orange Beach Boulevard, Perdido Beach Boulevard, and the Foley Beach Express; or (c) is located in an enclosed area with a solid privacy fence 8 feet in height and meeting the landscaping requirements.

- The proposed mini-warehouses will be located inside an enclosed area that has a solid privacy fence 8 feet in height.
- Each mini-warehouse will have a building width of 50 feet and a building depth of 220 feet. The floor area for each mini-warehouse will be 11,000 SF.
- Each mini-warehouse will have six individual, compartmentalized and controlled access units. Each mini-warehouse will have a stall width of 36.6 feet and a stall depth of 50 feet and will have a floor area covering 1,830 SF.
- The building height will be 26 feet to the roof ridge.
- The architectural appearances of the mini-warehouses will be the same as the Keel Storage mini-warehouses to the west.
- For mini-warehouses, the exterior finish of the front façade facing the street must comply with the architectural guidelines in Section 10.0305 of the zoning ordinance.
- For the south mini-warehouse, the south façade facing Canal Road will have hardi board siding and faux shutters the same as the Keel Storage mini-warehouses to the west. The remaining facades of the south mini-warehouse will be metal-sided.
- The north mini-warehouse will be located directly behind the south mini-warehouse and will have metal siding on all facades.
- While not shown on the architectural elevations, staff is requiring gooseneck lighting similar to the lighting on the front façade of the Keel Storage mini-warehouses to the west.

5. **Site Layout:** Pursuant to Section 10.0305 of the Zoning Ordinance, the following site layout standards apply:

- In July 2022, the property owner obtained site plan review approval for an outside storage area on this site. The site is enclosed with a solid privacy fence 8 feet in height and is presently being used for outside storage.
- Roll-out containers will be utilized for trash collection and disposal.
- The exterior lighting will be mounted to the buildings and will not have an adverse impact on the surrounding area.
- No freestanding or building signage is proposed. Any future signage will require a sign permit and compliance with the commercial sign guidelines in Article 15 of the zoning ordinance.

III. STAFF COMMENTS

1. The use of gravel in the vehicular use area was approved by the Planning Commission per Section 8.010405 of the zoning ordinance. The gravel is consistent with the previous three site plan review approvals on this property.
2. The approval of this application will adhere to the following provisions for conditional use approvals outlined in Section 4.0101, C. of the zoning ordinance. The provisions prior to construction include: no transfer, lease or sale of the conditional use permitted or the property; no changes in the conditions or requirements of the conditional use approved; is null upon any rezoning of the property; is not transferable; and is only valid for 12 months.
3. The architectural design and colors of the mini-warehouses will be the same as the existing Keel Storage mini-warehouses to the west. Gooseneck or coastal-themed lighting will be required for the south façade facing Canal Road.
4. The Fire Department has no issues with the application, but they will require the vehicular use area and access road to be constructed of an all-weather surface capable of supporting 75,000 gross pounds and the gates being equipped with the Knox switch for emergency access.

IV. CITY COUNCIL ACTION

1. **APPROVE AS SUBMITTED** the requested conditional use approval to construct two mini-warehouse buildings.
2. **APPROVE WITH CHANGES OR CONDITIONS** the requested conditional use approval.

Conditions of Approval:

1. The use of gravel for the vehicular use area must be approved by the Planning Commission.
 2. Mini-warehouse buildings are allowed in GB under conditional use approval, and the conditional use approval must adhere to the approval guidelines specified in Section 4.0101, C. of the zoning ordinance.
 3. Gooseneck-style building lights similar to those on the front facade of the existing buildings to the west will need to be provided on the front facade facing Canal Road.
 4. The reference to “Living Area 7,500 SF” will need to be removed from the architectural sheet showing the floor plan.
 5. The Fire Department access roads shall be constructed of an all-weather surface capable of supporting 75,000 gross pounds.
 6. Additional gates shall be equipped with a Knox switch for emergency access.
3. **DISAPPROVE** the requested conditional use approval.

V. PICTURES, MAPS & PLANS

Existing Conditions

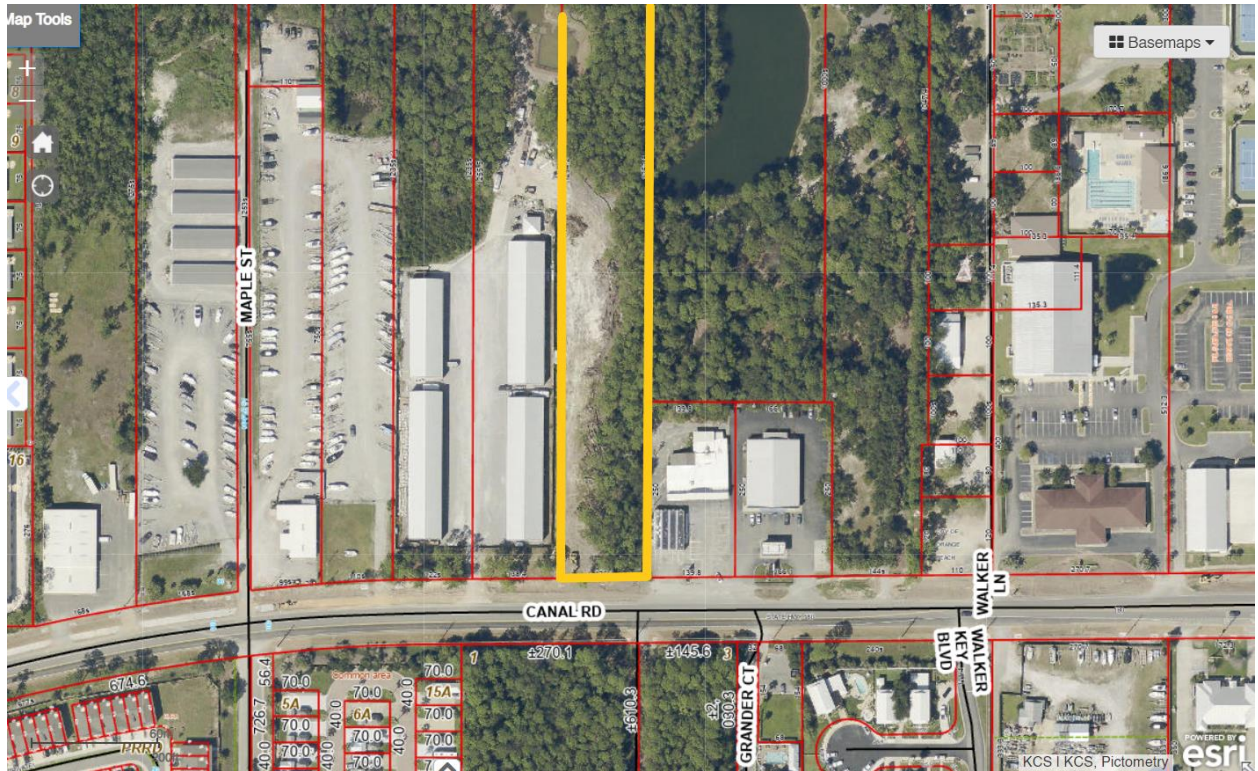
Site Visit, View from Canal Road (August 2024)



Site Visit, View from Canal Road (August 2024)



Aerial Map

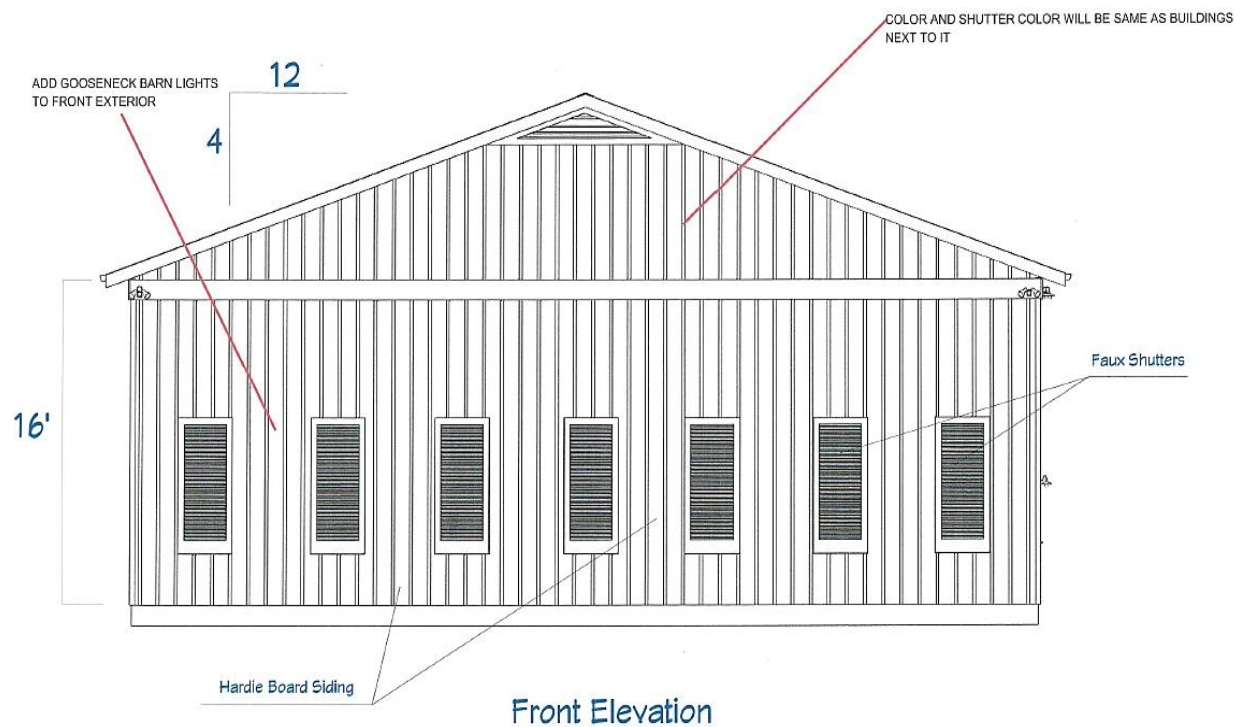


CASE NO. 0801-CU-24

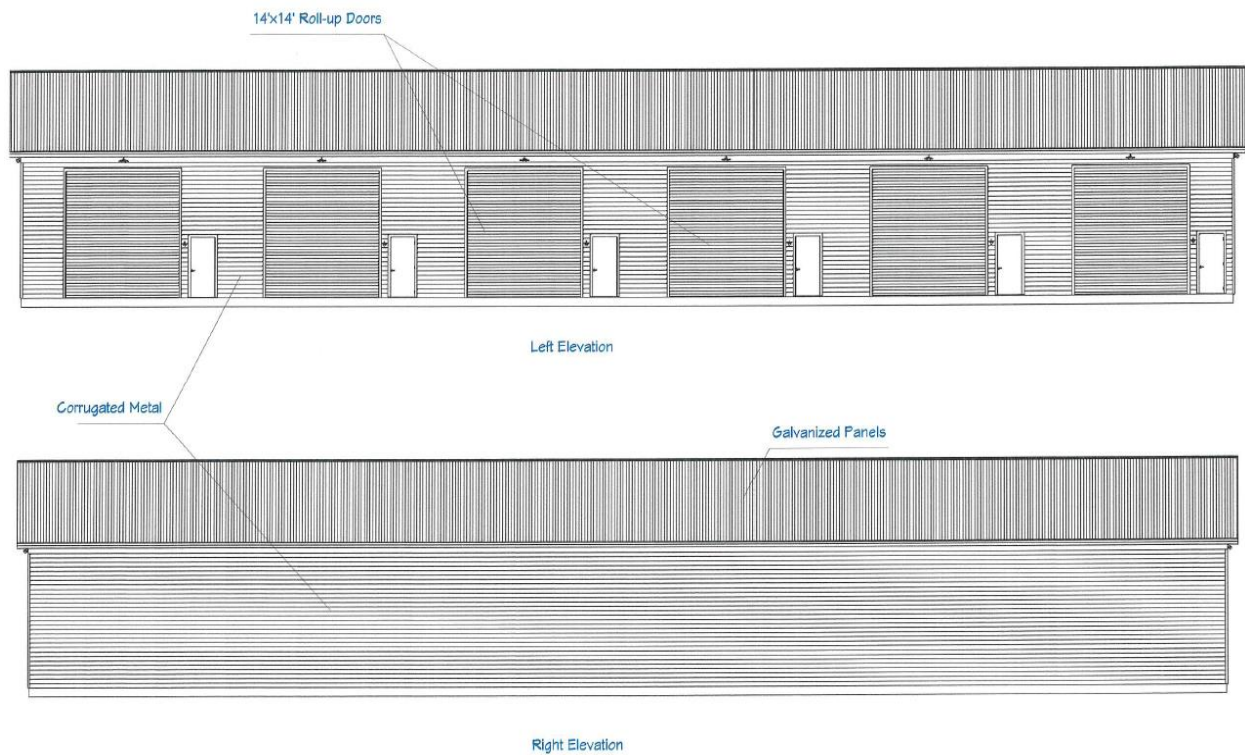


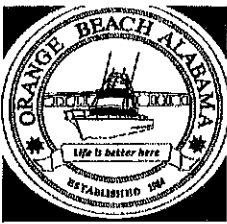
Building Elevations

The front façade of the south mini-warehouse will look like the existing mini-warehouse at Keel Storage. This is the façade facing Canal Road.



The proposed mini-warehouses will look like the existing mini-warehouses at Keel Storage.





City of Orange Beach

COMMUNITY DEVELOPMENT DEPARTMENT

P.O. Box 2432

Orange Beach, AL 36561

251.981.2610 Fax 251.981.3725

<http://www.cityoforangebeach.com>

DEVELOPMENT PERMIT APPLICATION

To be completed by Community Development Department Staff

APPLICATION DATA

Application #: 0801-^{CU}24

Total Fees Paid: 250.00

Check Number: 15052

TYPE OF APPLICATION

- ☐ Administrative Site Plan Review
- ☐ Site Plan Review
- ☐ Preliminary/Final Minor Subdivision Approval
- ☐ Preliminary Major Subdivision Approval
- ☐ Final Major Subdivision Approval
- ☐ Rezoning
- ☐ Preliminary PUD Approval
- ☐ Final PUD Approval
- ☐ PUD Modification
- ☐ Temporary Portable Building

NAME OF PROJECT:

Mark Keel Addition

Mark Keel Addition Phase 4

PROJECT DESCRIPTION: (Provide Brief Description of Proposed Development, Subdivision, Rezoning, Portable Building, or Special Event; To include lot sizes, square footage of building coverage, number of lots, proposed land uses, number of units, number of buildings, a project narrative, etc.; if more space is needed attach a separate page)

Adding (2) 50'x220' metal buildings to the site

RECEIVED

PROPERTY INFORMATION:

Address: 27103 Canal Rd Orange Beach AL Tax Parcel #(s): 05-65-02-12-0-000-050.001

Existing Use: _____ Zoning: GB PPIN #(s): 54235

APPLICANT INFORMATION:

Name: Lieb Engineering Company Contact Person: Chris Lieb

Address: 1290 Main St Ste E Daphne AL 36526

Phone #: (251)9789779 Fax #: () Email: clieb@liebengineering.com

OWNER INFORMATION:

Name: FM Holdings LLC Contact Person: Mark Keel

Address: PO Box 1683 Orange Beach AL 36561

Phone #: (251) 980 5000 Fax #: () Email: mark.keel@yahoo.com

Signature (Applicant): Chris Lieb Date: 7/3/2024

Signature (Owner): Mark Keel Date: 7/5/24



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



VIA EMAIL – clieb@liebengineering.com

August 14, 2024

Chris Lieb
Lieb Engineering Company
1290 Main St., Suite E
Daphne, AL 36526

**RE: Planning Commission Action Letter
Conditional Use Approval
Case No. 0801-CU-24
Keel Storage Phase 4 Addition**

Dear Chris,

On August 12, 2024, the Orange Beach Planning Commission held a public hearing and considered a recommendation to the City Council of the above referenced application subject to the following conditions and for the continuing allowance for gravel to be used in the vehicular use areas:

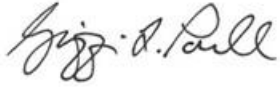
1. The conditional use approval must adhere to the approval guidelines specified in Section 4.0101, C. of the zoning ordinance.
2. Gooseneck-style building lights similar to those on the front facade of the existing buildings to the west will need to be provided on the front facade facing Canal Road.
3. The reference to “Living Area 7,500 SF” will need to be removed from the architectural sheet showing the floor plan.
4. The Fire Department access roads shall be constructed of an all-weather surface capable of supporting 75,000 gross pounds.
5. Additional gates shall be equipped with a Knox switch for emergency access.

The motion for favorable recommendation subject to staff conditions and the continuing allowance for gravel was approved (9-0).

The Orange Beach City Council will hold a public hearing and first reading on this request at its regular meeting on Tuesday, **September 3, 2024, at 5:00 p.m.** also in the City Council Chamber.

Please contact our office if you have any questions.

Regards,

A handwritten signature in black ink, appearing to read "Griffin L. Powell". The signature is fluid and cursive, with the first name "Griffin" being more prominent.

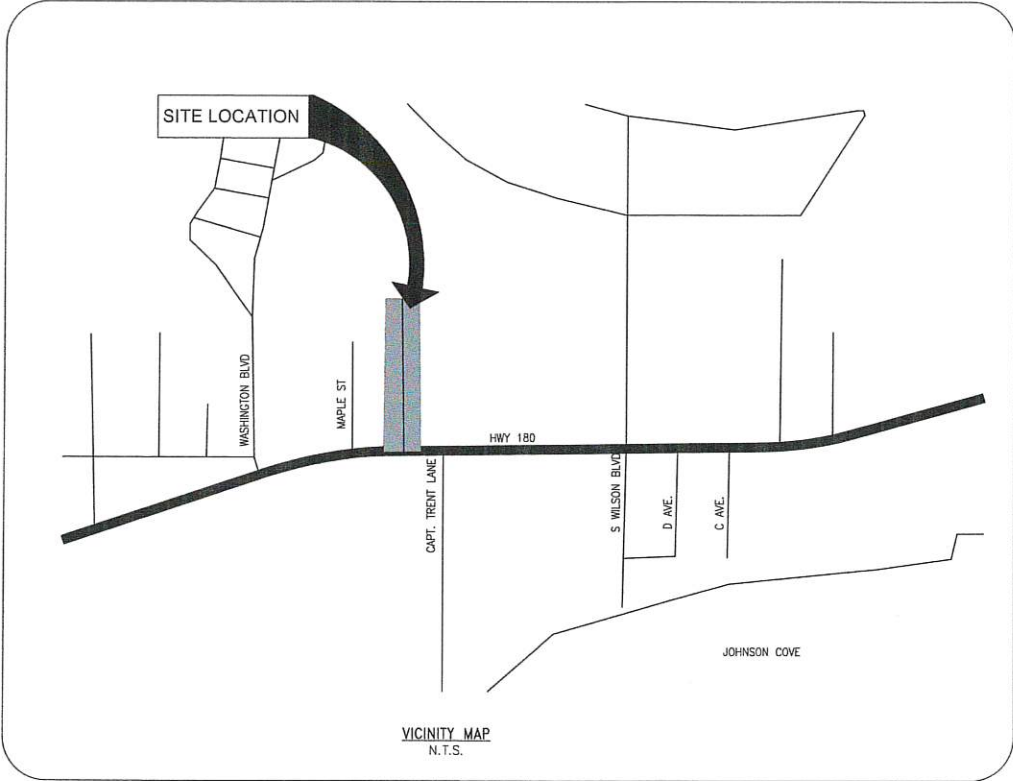
Griffin L. Powell
City Planner

Cc: Sean Brumley, GIS Specialist
Sherri Descalzo, Planning Coordinator
Mark Keel, FM Holdings LLC
Chris Pappas, City Engineer
Adam Roberson, CDD Director/Building Official

BOAT AND RV STORAGE ADDITION

27085 CANAL ROAD
ORANGE BEACH, AL 36561

INDEX TO SHEETS	
SHEET NO.	SHEET NAME
C1.0	TITLE SHEET
C2.0	CIVIL NOTES
C3.0	EXISTING CONDITIONS & DEMOLITION PLAN
C4.0	SITE AND UTILITY PLAN
C5.0	GRADING, DRAINAGE & EROSION PLAN
C6.0	UTILITY PLAN
C7.0	CIVIL DETAILS



PROJECT CONTACT INFORMATION

OWNER:
FM HOLDINGS, LLC
P.O. BOX 1683
ORANGE BEACH, AL. 36561

ENGINEER:
LIEB ENGINEERING COMPANY, LLC
1290 MAIN STREET, SUITE E
DAPHNE, AL. 36526
(251) 978-9779
CONTACT: CHRIS LIEB, PE

SURVEYOR:
SMITH CLARK AND ASSOCIATES
30941 MILL LANE SUITE G
SPANISH FORT, AL. 36527
(251) 626-0404
CONTACT: HUNTER SMITH, PLS

ALABAMA ONE-CALL

THE CONTRACTOR IS REQUIRED TO CALL "ALABAMA ONE-CALL"
1-800-292-6525 AT LEAST 48 HOURS PRIOR
TO ANY EXCAVATION AND SHALL EXERCISE EXTREME
CARE TO AVOID DAMAGING EXISTING UTILITIES.

RECEIVED

O.B. COMMUNITY DEV.

ISSUED
FOR
REVIEW

REVISIONS		
A	ISSUED FOR REVIEW	07/03/24



LIEB ENGINEERING COMPANY
1290 MAIN STREET, SUITE E
DAPHNE, AL 36526
PH: (251) 978-9779

NOT VALID WITHOUT THE DATED SIGNATURE AND SEAL OF AN ALABAMA LICENSED ENGINEER.
ALABAMA LICENSED ENGINEER: CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204
ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938

JOB NUMBER 2023-121
DRAWN BY: NTB
CHECKED BY: CJL
DATE: 07/03/2024
APPROVED BY: CJL
SCALE: AS SHOWN
ENGR: CJL

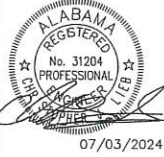
STORAGE UNIT EXPANSION PHASE 3

TITLE SHEET
ORANGE BEACH, AL
OWNER: MARK KEEL

SHEET NUMBER
1 OF 7

C1.0

A



GENERAL NOTES:

- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS REQUIRED TO CONSTRUCT THIS PROJECT AND PAY ALL PERMIT FEES. ALL PERMITS MUST BE IN-HAND PRIOR TO CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL METHODS, PROCEDURES, AND SEQUENCES OF CONSTRUCTION.
- CONSTRUCTION SITE SAFETY, INCLUDING ALL ADEQUATE TEMPORARY BRACING AND SHORING, IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- THE LOCATION OF EXISTING UTILITIES SHOWN ON DRAWINGS ARE APPROXIMATE. THE CONTRACTOR SHALL MAKE EVERY REASONABLE EFFORT TO FIELD LOCATE ANY AND ALL UTILITIES PRIOR TO ORDERING MATERIALS AND/OR BEGINNING CONSTRUCTION. ANY AND ALL DISCREPANCIES SHALL BE REPORTED TO LIEB ENGINEERING IMMEDIATELY. THE CONTRACTOR SHALL EXERCISE DUE CARE TO PROTECT THEM FROM DAMAGE DURING EXCAVATION AND CONSTRUCTION.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT ADJACENT PROPERTIES AND IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING IMPROVEMENTS ON OR OFF SITE DUE TO THE CONSTRUCTION OF THIS PROJECT. ANY DAMAGE WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- ALL EXCAVATIONS SHALL ADHERE TO THE PROVISIONS OF THE MOST CURRENT OSHA STANDARDS AND SPECIFICATIONS.
- THIS PROPERTY IS IN ZONE "X" AS PER THE MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION COMMUNITY PANEL NUMBER 962 FOR BALDWIN COUNTY AND MAP NUMBER 01003C0962M AS PER REVISED MAP DATED JULY 31, 2017.
- SURVEY DATA WAS COMPILED FROM A BOUNDARY AND TOPOGRAPHIC SURVEY PROVIDED BY SMITH CLARK AND ASSOCIATES, LLC.
- NO GEOTECHNICAL REPORT IS AVAILABLE. CONTRACTOR SHALL OBTAIN A REPORT TO ENSURE THE SOIL IS SUITABLE TO SUPPORT THE FILL AND BUILDINGS SLATED FOR CONSTRUCTION.

SITE DEMOLITION NOTES:

- ALL EXISTING IMPROVEMENTS SHALL REMAIN WITHIN THE LIMITS OF CONSTRUCTION UNLESS SPECIFICALLY NOTED,"TO BE REMOVED".
- CONTRACTOR SHALL COORDINATE WITH OWNER REGARDING ITEMS TO BE SALVAGED, REMOVED AND REUSED, ETC. CONTRACTOR TO USE CAUTION NOT TO DAMAGE THESE ITEMS DURING REMOVAL AND/OR REUSE. ANY DAMAGED ITEMS SHALL BE REPAIRED/REPLACED AT CONTRACTOR'S EXPENSE.
- ANY AND ALL UTILITIES IN CONFLICT WITH PROPOSED IMPROVEMENTS SHALL BE REMOVED OR RELOCATED. COORDINATE WITH UTILITY PROVIDER PRIOR TO REMOVAL/RELOCATION.
- SAWCUT EXISTING HARDSCAPES AT LIMITS OF REMOVAL. ASPHALT PAVING SHALL BE MILLED A MINIMUM OF 8" TO ENSURE A SMOOTH TRANSITION TO PROPOSED ASPHALT PAVING.
- CONTRACTOR TO DISPOSE OF ALL DEMOLITION AND CONSTRUCTION DEBRIS AT LEAST WEEKLY IN AN APPROVED MANNER.
- THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL, RELOCATION OR PROTECTION OF ALL ABOVE AND BELOW GROUND EXISTING IMPROVEMENTS THAT ARE IN CONFLICT WITH THE PROPOSED IMPROVEMENTS UNLESS NOTED.

LAYOUT NOTES:

- TOPOGRAPHY AND SITE BOUNDARIES SHALL BE FIELD VERIFIED BY CONTRACTOR PRIOR TO ORDERING MATERIALS AND/OR BEGINNING CONSTRUCTION. IMMEDIATELY NOTIFY LIEB ENGINEERING OF ANY DISCREPANCIES.
- ALL DIMENSIONS AND COORDINATES SHOWN ARE TO THE OUTSIDE FACE OF BUILDING TO THE BACK OF CURB, OR TO THE EDGE OF SURFACING UNLESS OTHERWISE NOTED.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL BENCHMARKS AND PROPERTY CORNERS. ANY REPLACEMENT WILL BE AT THE CONTRACTOR'S EXPENSE.
- VERIFY ALL DIMENSIONS AND CONDITIONS RELATED TO EXISTING CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF LIEB ENGINEERING. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE. IS FOR GUIDELINE PURPOSES ONLY. IF DIMENSIONS ARE UNCLEAR, DO NOT SCALE. REQUEST CLARIFICATION FROM THE ENGINEER.
- CONTRACTOR SHALL FOLLOW STATE REQUIREMENTS FOR SURVEY PRACTICES FOR CONSTRUCTION LAYOUT WORK.

GRADING NOTES:

- THE LIMITS OF CLEARING SHALL BE AT THE EDGE OF PROPOSED GRADING OR THE PROPERTY LINE, WHICHEVER IS LESS.
- THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING COMPACTION TESTING.
- ALL TOP SOIL WITHIN LIMITS OF CONSTRUCTION (5' BEYOND THE BUILDING FOOTPRINT AND 3' BEYOND PAVEMENTS AND WITHIN THE LIMITS OF GRADING) SHALL BE STRIPPED AND STOCKPILED ON SITE IN AN APPROVED MANNER. TOPSOIL SHALL BE SPREAD 6" DEEP ON ALL NON HARDSCAPE AREAS TO BRING TO FINISHED GRADE. ANY EXCESS TOPSOIL SHALL BE DISPOSED OF OFF SITE IN AN APPROVED MANNER.
- IN CUT AREAS, SUBGRADE SHALL BE SCARIFIED A MINIMUM OF 1' AND RECOMPACTED BEFORE PLACING FILL OR ANY OTHER IMPROVEMENTS. RECOMPACTION SHALL MEET THE SPECIFIED DENSITY AND MOISTURE CONTENT IN GRADING NOTE #6 AND #7.
- CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING THE SUBGRADE AFTER IT HAS BEEN INITIALLY PREPARED DUE TO INCLEMENT WEATHER AND CONSTRUCTION TRAFFIC.
- ALL STRUCTURAL FILL MATERIAL SHALL BE A SANDY MATERIAL FREE OF ORGANICS, DEBRIS, AND OTHERWISE DELETERIOUS MATERIALS AND CONTAINING A MAXIMUM 12 PERCENT PASSING THE NO. 200 SIEVE AND 95 PERCENT OR LESS PASSING THE NO. 40 SIEVE, BY WEIGHT, A MAXIMUM LIQUID LIMIT OF 20 AND A PI OF 0. MATERIAL SHALL BE PLACED IN 8" LOOSE LIFTS AND EACH LIFT COMPACTED TO 98 PERCENT STANDARD PROCTOR DENSITY AS PER ASTM-D698, AT A FIELD MOISTURE WITHIN ±3 PERCENT OF OPTIMUM. ON SITE SOILS FREE OF ORGANICS AND DELETERIOUS MATERIALS AND SATISFYING THE SPECIFICATIONS PROVIDED ABOVE MAY BE STOCKPILED AND USED AS STRUCTURAL FILL.
- PIPE BEDDING SHALL BE "SELECT SAND." THE MATERIAL SHALL CONTAIN LESS THAN 10% PASSING THE #200 SIEVE AND 90% OR LESS PASSING THE #40 SIEVE, BY WEIGHT. MATERIAL SHALL BE PLACED IN 8" LOOSE LIFTS AND EACH LIFT COMPACTED TO 95 PERCENT STANDARD PROCTOR DENSITY AS PER ASTM-D698, AT A FIELD MOISTURE WITHIN ±3 PERCENT OF OPTIMUM. ON SITE SOILS FREE OF ORGANICS AND DELETERIOUS MATERIALS AND SATISFYING THE SPECIFICATIONS PROVIDED ABOVE MAY BE STOCKPILED AND USED AS STRUCTURAL FILL.
- SUBGRADE SHALL BE PROOF ROLLED WITH A HEAVILY LOADED DUMP TRUCK AND APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACING FILL FOUNDATIONS, PAVING, ETC. ANY AREAS SHOWING SIGNS OF PUMPING, RUTTING, OR ANY UNSUITABLE (ORGANIC, SOFT, WET, LOOSE) MATERIAL FOUND IN PLACE SHALL BE UNDERCUT AND REPLACED, OR MOISTURE CONDITIONED AND COMPACTED TO THE SPECIFIED DENSITY AND MOISTURE CONTENT SPECIFIED.
- FINISHED GRADES ARE SHOWN ON THIS PLAN. CONTRACTOR SHALL MAKE THE APPROPRIATE HOLDDOWNS FOR SUBGRADE ELEVATIONS.
- STORM DRAINAGE INLETS SHALL BE LOCATED AT THE LOWPOINTS. NOTIFY LIEB ENGINEERING OF ANY DISCREPANCIES.
- CONTRACTOR SHALL PROVIDE FOR PERSONNEL AND VEHICULAR PROTECTION AT ANY OPEN EXCAVATIONS IN ACCORDANCE WITH 29 CFR PART 1926 AS WELL AS ANY REQUIREMENTS FOR EXCAVATIONS GREATER THAN FOUR (4) FEET IN DEPTH.
- CONTRACTOR SHALL BE RESPONSIBLE FOR SHORING ADJACENT TO EXISTING STRUCTURES AND UNDERGROUND UTILITIES DURING ALL EXCAVATION OPERATIONS. TYPE OF SHORING AND PROCEDURE TO BE FOLLOWED MAY BE SUBJECT TO THE ENGINEER'S REVIEW BUT THE STRUCTURAL ADEQUACY OF THESE SYSTEMS, AS WELL AS DAMAGES TO THE EXISTING FACILITIES, ARE THE RESPONSIBILITY OF THE CONTRACTOR.
- COMPACTION TESTS SHALL BE TAKEN AT THE RECOMMENDATION OF THE ON-SITE GEOTECHNICAL ENGINEER.
- COMPACTION WITHIN LIMITED SPACES (I.E. MANHOLES, INLETS, UTILITY TRENCHES) SHOULD BE BACKFILLED AND COMPACTED SYSTEMATICALLY, AT THE DIRECTION OF THE ON-SITE GEOTECHNICAL ENGINEER. SAND BACKFILL SHALL BE INSTALLED IN 12" LOOSE LIFTS AND COMPACTED WITH 6-8 PASSES OF A VIBRATORY COMPACTOR.
- DEWATERING SHALL BE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR. PREVENT SURFACE WATER AND GROUND WATER FROM ENTERING EXCAVATIONS, FROM PONDING ON PREPARED SUBGRADES, AND FROM FLOODING PROJECT SITE AND SURROUNDING AREA. PROTECT SUBGRADES FROM SOFTENING, UNDERMINING, WASHOUT, AND DAMAGE BY RAIN OR WATER ACCUMULATION. REROUTE SURFACE WATER RUNOFF AWAY FROM EXCAVATED AREAS. DO NOT ALLOW WATER TO ACCUMULATE IN EXCAVATIONS. DO NOT USE EXCAVATED TRENCHES AS TEMPORARY DRAINAGE DITCHES. INSTALL A DEWATERING SYSTEM TO KEEP SUBGRADES DRY AND CONVEY GROUND WATER AWAY FROM EXCAVATIONS. MAINTAIN UNTIL DEWATERING IS NO LONGER REQUIRED.
- CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE IS MAINTAINED THROUGHOUT CONSTRUCTION. PONDING AND STANDING WATER SHALL BE KEPT TO A MINIMUM.
- THE MAXIMUM SLOPE IN HANDICAP PARKING AREAS SHALL NOT EXCEED 2.0% GRADE IN ANY DIRECTION. THE SLOPE IN ALL HANDICAP ACCESS ROUTES SHALL NOT EXCEED 5.0% GRADE IN THE DIRECTION OF TRAVEL AND 2.0% CROSS SLOPE. HANDICAP RAMPS SHALL NOT EXCEED 1:12 SLOPE IN THE DIRECTION OF TRAVEL AND 2.0% CROSS SLOPE.
- THE FINISHED GRADE SHALL SLOPE AWAY FROM THE BUILDING(S) AT LEAST 1.0%. THE FINISHED GRADE SHALL BE 6" BELOW THE BUILDING FINISHED FLOOR ELEVATION UNLESS OTHERWISE NOTED ON DRAWINGS. WATERPROOFING SHALL BE REQUIRED AT ALL LOCATIONS WHICH THE FINISHED GRADE IS ABOVE THE FINISHED FLOOR ELEVATION. CONTRACTOR SHALL NOTIFY LIEB ENGINEERING OF ANY DISCREPANCIES.

EROSION CONTROL NOTES:

- SITE EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL LAWS, CODES, AND REGULATIONS.
- ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING THE CONSTRUCTION PROCESS AND UNTIL ALL DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED. ALL EROSION CONTROL INSTALLATION AND MAINTENANCE SHALL BE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE AT NO ADDITIONAL COST TO THE OWNER.
- EROSION CONTROL DEVICES SHOWN ON THESE PLANS ARE A MINIMUM. ADDITIONAL DEVICES SHALL BE INSTALLED AS REQUIRED TO PREVENT SILTATION, EROSION AND OTHER DEGRADATION OR POLLUTION TO THE SITE OR ADJACENT PROPERTIES, STREAMS, DITCHES, AND PUBLIC ROADWAYS.
- EROSION CONTROL DEVICES SHALL INCLUDE, BUT NOT LIMITED, TO THE FOLLOWING DEVICES: SILT FENCING, BRUSH BERMS, SEDIMENT BASINS, DETENTION PONDS, STRAW WATTLES, CHECK DAMS, FILTER BERMS, JUTE MATTING, VEGETATIVE FILTER STRIPS, TURF REINFORCEMENT MAT, DIVERSION BERMS, ETC.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EROSION CONTROL DEVICES IN GOOD OPERATING CONDITION DURING ALL LAND DISTURBING ACTIVITIES. THIS RESPONSIBILITY SHALL INCLUDE THE CLEANUP AND/OR REPAIRS TO THE DEVICES AT NO ADDITIONAL COST TO THE OWNER.
- EROSION CONTROL DEVICES SHALL BE MONITORED AND MAINTAINED UNTIL THE SITE HAS BEEN PERMANENTLY STABILIZED AND AFTER EACH RAINFALL GREATER THAN 0.5 INCHES IN A 24 HOUR PERIOD, ANY WIND GUSTS GREATER THAN 25 MPH, AND ANY SUSTAINED WINDS GREATER THAN 20 MPH IN A 24 HOUR PERIOD.
- AFTER ALL LAND DISTURBANCE ACTIVITIES HAVE CEASED AND AFTER ALL DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED, THE EROSION CONTROL DEVICES SHALL BE REMOVED BY THE CONTRACTOR AND THE AREA CLEANED AND DRESSED.
- DEWATERING OPERATIONS MAY NOT BE DISCHARGED IN A MANNER THAT CAUSES EROSION OF THE SITE OR POLLUTION TO ADJACENT PROPERTIES, STREAMS, DITCHES, OR PUBLIC ROADWAYS.
- A GRAVELED ACCESS DRIVE OF SUFFICIENT SIZE SHALL BE AT EACH SITE ENTRANCE/EXIT TO PREVENT TRACKING OF DIRT AND SEDIMENT ONTO PUBLIC OR PRIVATE ROADWAYS. IF SEDIMENT REACHES THE ROADWAY, THEN IT MUST BE CLEANED AT THE END OF EACH WORKDAY.
- ALL LAND DISTURBANCE ACTIVITIES SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE EXPOSURE OF BARE AREAS AT ANY ONE TIME.
- ALL DISTURBED AREAS LEFT INACTIVE FOR MORE THAN 13 DAYS SHALL BE SEEDED AND MULCHED IN ACCORDANCE WITH ALDOT SPECIFICATIONS SECTION 652 AND 656.
- ALL PREVIOUSLY GRADED AREAS SHALL RECEIVE 4 INCHES OF TOPSOIL AND PERMANENT GRASSING UNLESS OTHERWISE INDICATED ON THE LANDSCAPE PLAN.
- PRIOR TO SITE CLEARING, ALL PERIMETER SILT FENCING, BRUSH BERMS, ETC. AND GRAVELED ACCESS DRIVES SHALL BE INSTALLED.
- ALL EXISTING STREAMS, DITCHES, ETC. SHALL BE PROTECTED FROM SEDIMENTS AND SILTS BY SILT FENCING, WATTLES, BRUSH BERMS, ETC.
- WATTLES OR SILT FENCING SHALL BE INSTALLED AT ALL INLETS UPON THE COMPLETION OF EACH INLET AS INSTALLED.
- RIP RAP SHALL BE PLACED AT EACH HEADWALL IMMEDIATELY FOLLOWING CONSTRUCTION OF EACH HEADWALL.
- GEOTEXTILE SHALL BE PLACED ON ALL 3:1 SIDE SLOPES. GEOTEXTILE SHALL BE NORTH AMERICAN GREEN S150 OR APPROVED EQUAL UNLESS OTHERWISE NOTED ON PLANS. ALL GEOTEXTILES SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS.
- GEOTEXTILE SHALL BE PLACED ON ALL DITCH BOTTOMS & 1' UP EACH SIDE. GEOTEXTILE SHALL BE NORTH AMERICAN GREEN SC250 OR APPROVED EQUAL UNLESS OTHERWISE NOTED ON PLANS. ALL GEOTEXTILES SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS.
- GOOD HOUSEKEEPING PRACTICES AND PREVENTATIVE MAINTENANCE SHALL BE PERFORMED ON SITE DAILY TO PREVENT POLLUTION SOURCES FROM CONTACTING STORMWATER AND GROUND WATER. THIS INCLUDES, BUT IS NOT LIMITED TO: EQUIPMENT INSPECTION FOR LEAKS OF HAZARDOUS MATERIALS, PICKUP AND PROPER DISPOSAL OF WASTE MATERIALS TO APPROVED DISPOSAL SITES, STORING CONTAINERS AND BAGS AWAY FROM TRAFFIC ROUTES, PUBLICIZING POLLUTION PREVENTION CONCEPTS THROUGH POSTERS, WASHING EQUIPMENT AND VEHICLES AT APPROVED WASHING LOCATIONS, AND USING ONLY WATER (NO DETERGENTS) FOR WASHING ACTIVITIES.
- AT A MINIMUM, THE EROSION CONTROL DEVICES SHOWN ON THESE PLANS SHALL BE INSTALLED. ADDITIONAL MEASURES MAY BE REQUIRED AND SHALL BE IMMEDIATELY INSTALLED UPON ANY ADDITIONAL SILTATION, EROSION, AND OTHER DEGRADATION OR POLLUTION TO THE SITE OR ADJACENT PROPERTIES, STREAMS, DITCHES, AND PUBLIC ROADWAYS NOT MITIGATED OR UNFORESEEN BY THIS SET OF PLANS.

SEEDING AND SODDING NOTES:

- ALL LAWNS FROM FACE OF THE BUILDING AND ON THE SIDE WHERE THERE IS PARKING OR A STREET ARE REQUIRED TO BE FULLY SODDED ALL OTHER LANDSCAPE AREAS TO RECEIVE SEED.
- AREAS TO RECEIVE SEED OR SOD SHALL BE CLEAN OF DEBRIS AND FREE OF WEEDS.
- SEED MIX TO BE DROUGHT TOLERANCE FESCUE OR REGIONAL SPECIFIC BLEND. 1/4 TO 1/3 OF THE SEED MIXTURE TO BE ANNUAL RYE TO AIDE IN LIMITING EROSION OF PERENNIAL SEED DURING GERMINATION.
- STRAW SHALL BE THRESHED STRAW OF HAY, OATS, WHEAT, BARLEY, OR RYE. SPREAD AT A RATE OF 2 1/2 TONS PER ACRE. STRAW, NETTING, AND OTHER ANTI-EROSION MATERIALS TO BE REMOVED AFTER ESTABLISHED LAWN.
- MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER SEEDING. WATER REGULARLY TO KEEP LAWN AREAS MOIST TO MAXIMIZE GERMINATION AND MAINTAIN OPTIMUM GROWTH AND SURVIVAL TO ACHIEVE AN ACCEPTABLE STAND OF ESTABLISHED LAWN PRIOR TO THE STORE POSSESSION DATE, FREE OF ERODED OR BARE AREAS.
- ALL SOIL USED FOR PLANTING SHALL CONSIST OF REGIONALLY APPROPRIATE SOILS.
- ALL PLANTINGS SHALL BE THOROUGHLY WATERED BY THE LANDSCAPE CONTRACTOR AT THE TIME OF THE PLANTINGS.
- ALL DISTURBED GRADES GREATER THAN 8:1 SHALL BE STABILIZED BY SODDING. SODDING PINS ARE TO BE USED ON ALL 4:1 GRADES.

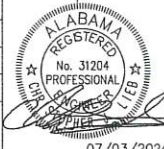
STORM DRAINAGE NOTES:

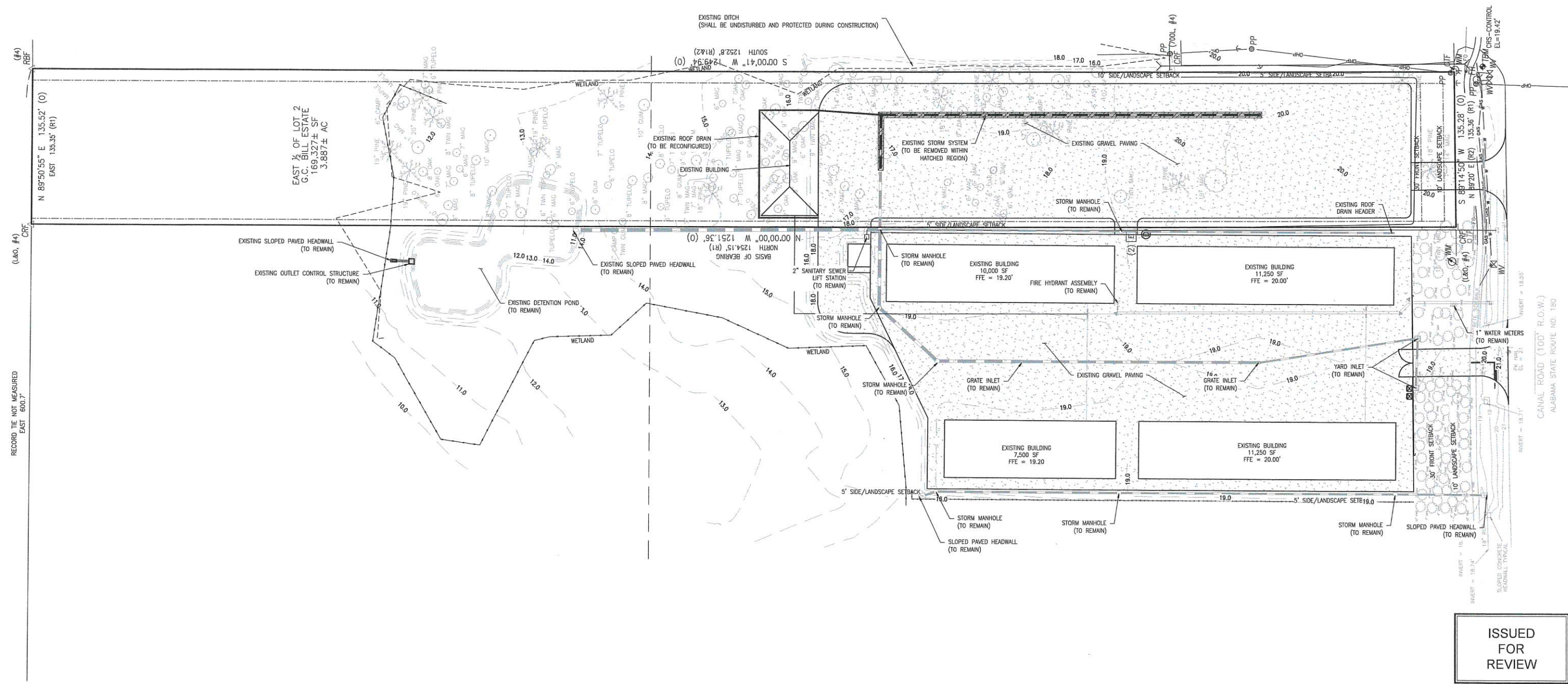
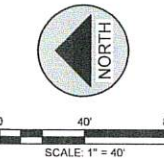
- THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON ALL STORM PIPE MATERIALS TO LIEB ENGINEERING PRIOR TO INSTALLATION AND/OR FABRICATION.
- ALL PROPOSED STORM INLETS (GRATES, CURB, YARD, AREA DRAINS) ARE TO BE LOCATED AT THE LOWPOINTS. GRADING SHALL BE TO DIRECT RUNOFF TO THESE INLETS. NOTIFY LIEB ENGINEERING OF ANY DISCREPANCIES.
- STORM DRAINAGE SYSTEMS SHALL BE CONSTRUCTED FROM DOWNSTREAM TO UPSTREAM. VERIFY ALL PIPE SLOPES, INVERTS, AND POINTS OF CONNECTION PRIOR TO CONSTRUCTION. NOTIFY LIEB ENGINEERING OF ANY DISCREPANCIES.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED STORM PIPE GRADES AND POINTS OF CONNECTION PRIOR TO INSTALLATION. LIEB ENGINEERING SHALL BE NOTIFIED OF ANY DEVIATIONS PRIOR TO CONSTRUCTION.
- PROPOSED STORM PIPES SHALL BE BEDDED IN 6" OF SAND.
- ALL RIP RAP SHALL BE CLASS 2 PER THE ALABAMA DEPT. OF TRANSPORTATION (ALDOT) STANDARD SPECIFICATIONS UNLESS OTHERWISE NOTED.
- ALL STORM PIPES 15" AND LESS SHALL BE SMOOTH LINED HIGH DENSITY POLYETHYLENE (HDPE) OR SCHEDULE 40 POLYVINYL CHLORIDE (PVC) WITH WATER-TIGHT JOINTS UNLESS OTHERWISE NOTED, INSTALLED PER MANUFACTURERS RECOMMENDATIONS.
- ALL STORM PIPES 18" AND GREATER SHALL BE CLASS 3 REINFORCED CONCRETE PIPE (RCP) BELL AND SPIGOT INSTALLED WITH WATERTIGHT JOINTS UNLESS OTHERWISE NOTED.
- ALL STORM MANHOLES SHALL BE HANSON CONCRETE OR APPROVED EQUAL PRECAST CONE, RISER, AND BASE SECTIONS WITH GASKETED JOINTS MEETING ALDOT SPECIAL DRAWING # MH-621-2.

ALABAMA ONE-CALL

THE CONTRACTOR IS REQUIRED TO CALL "ALABAMA ONE-CALL" 1-800-292-8525 AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION AND SHALL EXERCISE EXTREME CARE TO AVOID DAMAGING EXISTING UTILITIES.

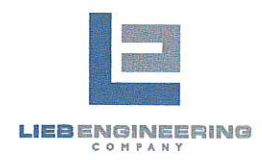
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REVISIONS			 LIEB ENGINEERING COMPANY 1290 MAIN STREET, SUITE E DAPHNE, AL 36526 PH: (251) 978-9779	NOT VALID WITHOUT THE DATED SIGNATURE AND SEAL OF AN ALABAMA LICENSED ENGINEER. ALABAMA LICENSED ENGINEER: CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204 ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938				STORAGE UNIT EXPANSION PHASE 3			 07/03/2024		
A	ISSUED FOR REVIEW	07/03/24						NOTES					
								ORANGE BEACH, AL					
								OWNER: MARK KEEL					
							JOB NUMBER	DRAWN BY: <u>NTB</u>	DATE: <u>07/03/2024</u>	SCALE: <u>AS SHOWN</u>	SHEET NUMBER 2 OF 7	C2.0	A
							2023-121	CHECKED BY: <u>CJL</u>	APPROVED BY: <u>CJL</u>	ENGR: <u>CJL</u>			



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ALABAMA LICENSED ENGINEER: CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204
ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938

JOB NUMBER	DRAWN BY: NTB	DATE: 07/03/2024	SCALE: 1"=40'
2023-121	CHECKED BY: CJL	APPROVED BY: CJL	ENGR: CJL

STORAGE UNIT EXPANSION PHASE 3	
EXISTING CONDITIONS	
ORANGE BEACH, AL	
OWNER: MARK KEEL	
SHEET NUMBER	
3 OF 7	

C3.0 A



SITE DATA:

1. PROPOSED USE:	BOAT AND RV STORAGE
2. ZONING:	GB GENERAL BUSINESS
3. TOTAL AREA:	3.89± AC. (169,327 S.F.)
4. DISTURBED AREA:	0.59± AC. (25,600 S.F.)
5. BUILDING S.F.:	22,000 S.F.
6. BUILDING HEIGHT:	26'
7. IMPERVIOUS SURFACE:	1.61 AC. (69,984 S.F.)(41.33%)
	0 S.F. ASPHALT
	0 S.F. CONCRETE
	26,500 S.F. BUILDING COVERAGE
	43,484 S.F. GRAVEL
8. OPEN SPACE:	2.28± AC. (99,343 S.F.) (58.67%)
9. SETBACKS:	FRONT 30'
	SIDE 10'
	REAR 30'
10. PARKING REQUIRED:	N/A
11. PARKING PROVIDED:	N/A
12. LANDSCAPE REQUIRED:	20%
13. LANDSCAPE PROVIDED:	2.20 AC. (96,043 S.F.)(56.72%)

LEGEND

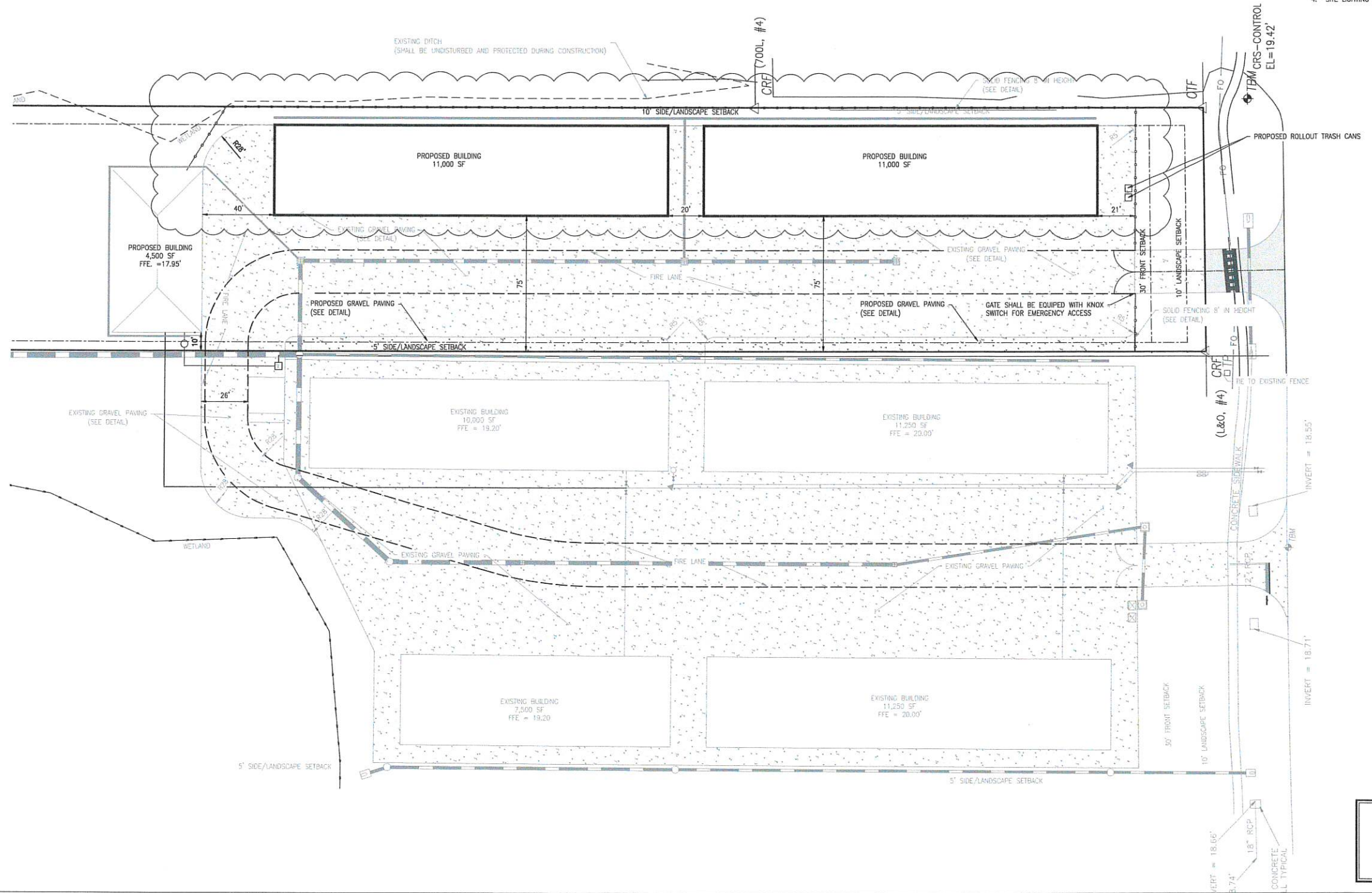
GRAVEL PAVING



0 30' 60'
SCALE: 1" = 30'

NOTES:

- SEE SHEET C1.0 FOR ALL GENERAL NOTES.
- THE FIRE DEPARTMENT ACCESS ROAD SHALL BE CONSTRUCTED OF AN ALL WEATHER SURFACE CAPABLE OF SUPPORTING 75,000 GROSS POUNDS.
- ROLLOUT CANS WILL BE UTILIZED FOR TRASH COLLECTION.
- SITE LIGHTING WILL MATCH THAT OF EXISTING.



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B	ADDRESSED COUNTY COMMENTS	07/25/24	



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JOB NUMBER 2023-121
DRAWN BY: NTB
CHECKED BY: CJL
DATE: 07/03/2024
APPROVED BY: CJL
SCALE: 1"=30'
ENGR: CJL

STORAGE UNIT EXPANSION PHASE 3

SITE AND UTILITY PLAN

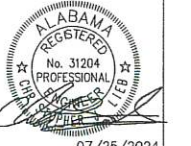
ORANGE BEACH, AL

OWNER: MARK KEEL

SHEET NUMBER 4 OF 7

C4.0

B



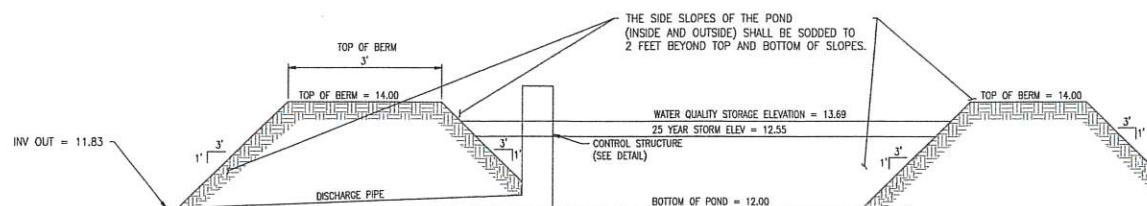
07/25/2024



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SCALE: 1" = 30'

NOTES:

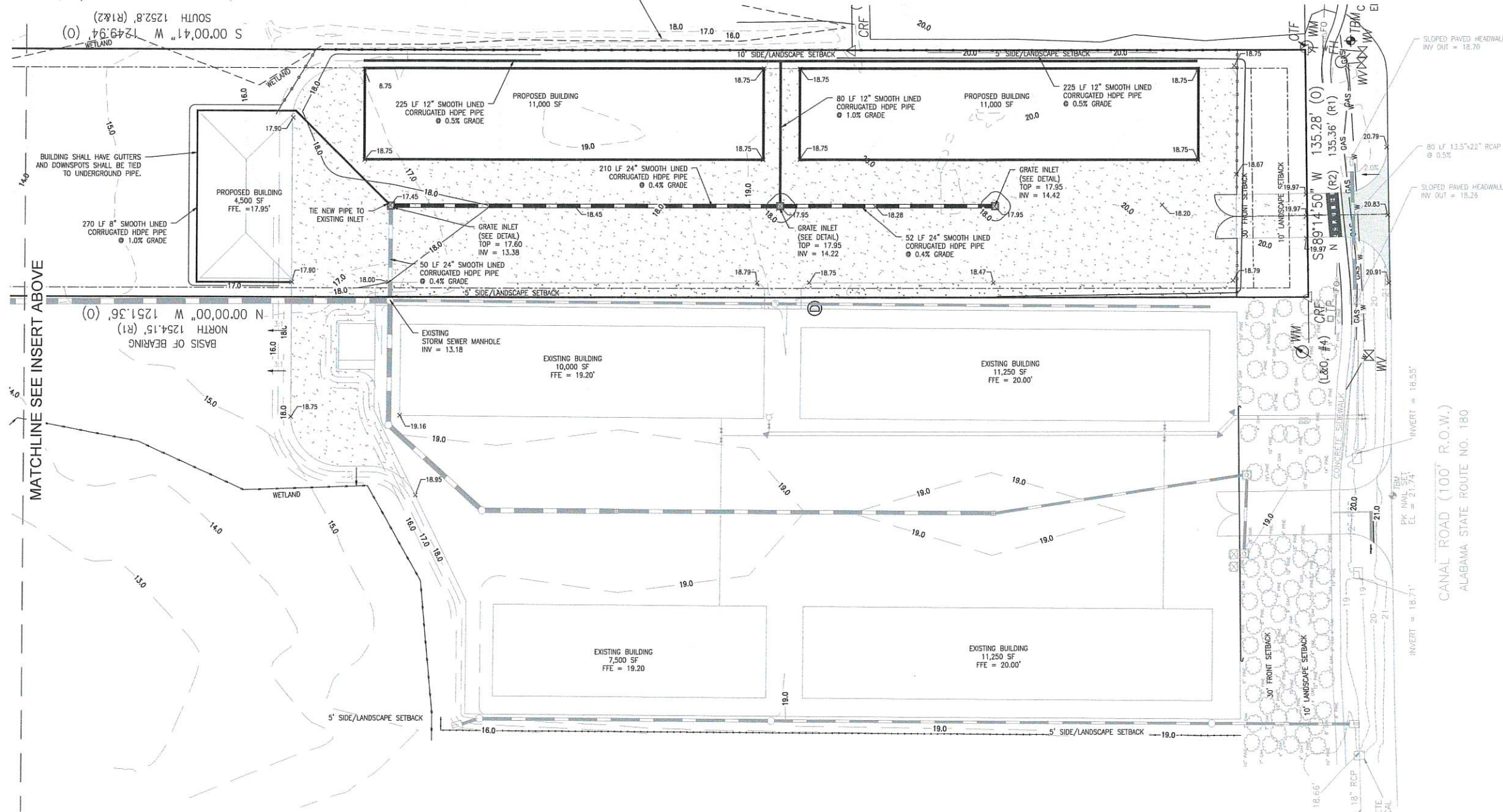
1. THE PROPOSED STORMWATER MANAGEMENT FACILITY SHALL BE DESIGNED TO COMPLY WITH CITY OF ORANGE BEACH STORMWATER MANAGEMENT WATER QUANTITY AND WATER QUALITY REQUIREMENTS.
2. NO OFFSITE RUNOFF SHALL BE BLOCKED BY PROPOSED CONSTRUCTION.



Detention Pond Section

Perimeter Slope Section

EXISTING DITCH
(SHALL BE UNDISTURBED AND PROTECTED DURING CONSTRUCTION)



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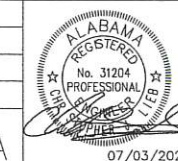
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2023-121	CHECKED BY: CJL	APPROVED BY: CJL	ENGR: CJL

STORAGE UNIT EXPANSION PHASE 3
GRADING AND DRAINAGE
ORANGE BEACH, AL
OWNER: MARK KEEL

SHEET NUMBER	5 OF 7
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C5.0

A

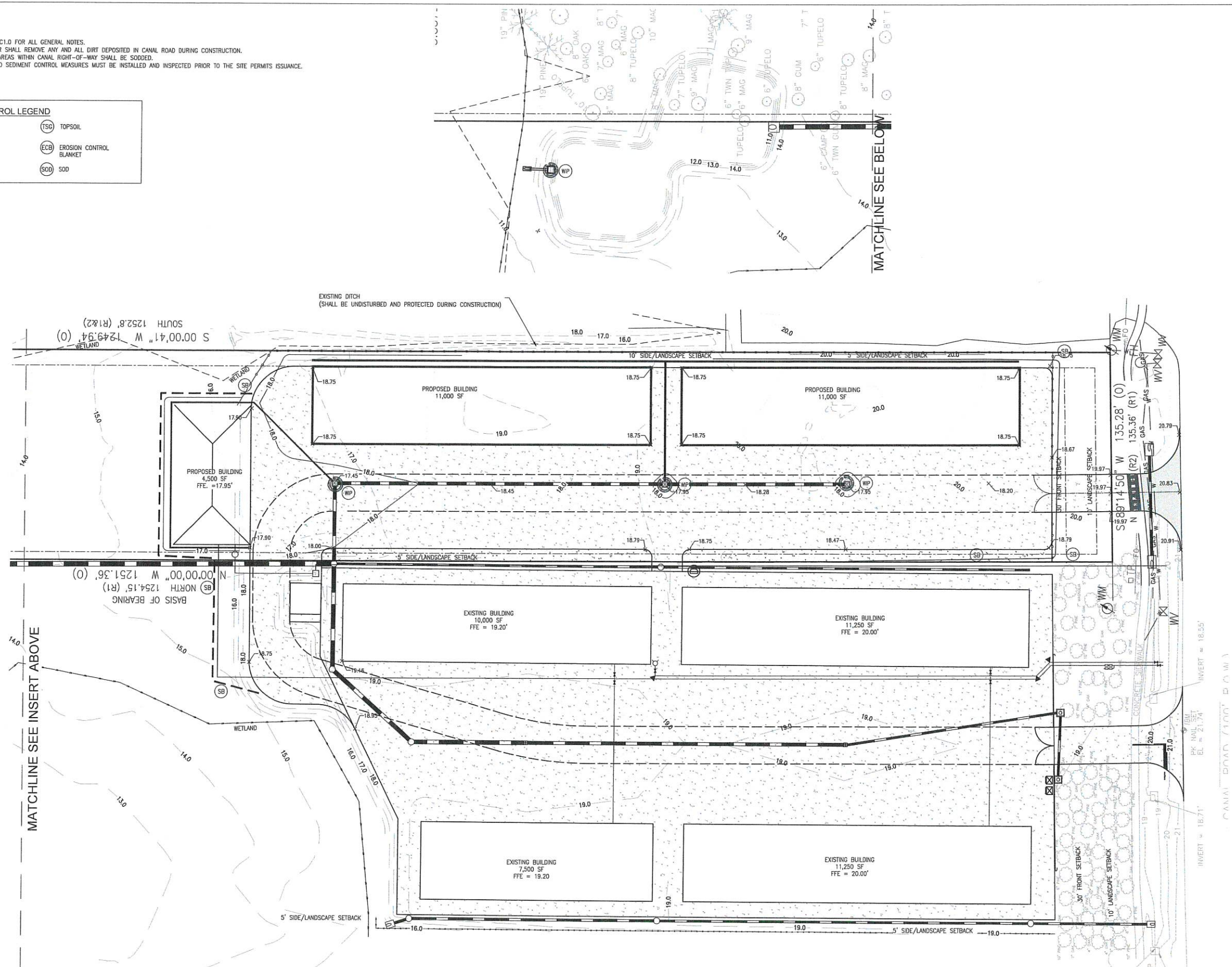
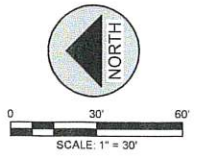


NOTES:

1. SEE SHEET C1.0 FOR ALL GENERAL NOTES.
2. THE BUILDER SHALL REMOVE ANY AND ALL DIRT DEPOSITED IN CANAL ROAD DURING CONSTRUCTION.
3. DISTURBED AREAS WITHIN CANAL RIGHT-OF-WAY SHALL BE SODED.
4. EROSION AND SEDIMENT CONTROL MEASURES MUST BE INSTALLED AND INSPECTED PRIOR TO THE SITE PERMITS ISSUANCE.

EROSION CONTROL LEGEND

 SB	SILT FENCING	 TSG	TOPSOIL
 CEP	CONSTRUCTION EXIT PAD	 ECB	EROSION CONTROL BLANKET
 WIP	WATTLE INLET PROTECTION	 SOD	SOD



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JOB NUMBER	DRAWN BY: NTB	DATE: 07/03/2024	SCALE: 1"=30'
2023-121	CHECKED BY: CJL	APPROVED BY: CJL	ENGR: CJL

STORAGE UNIT EXPANSION PHASE 3

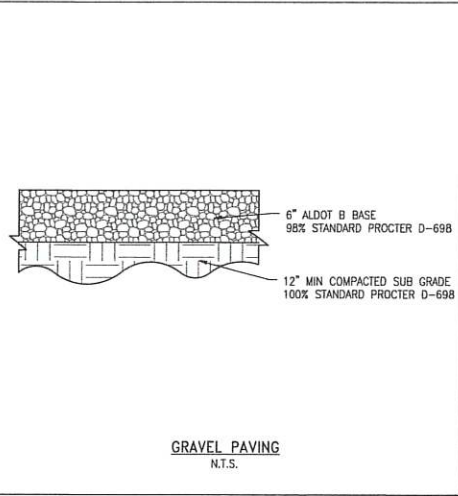
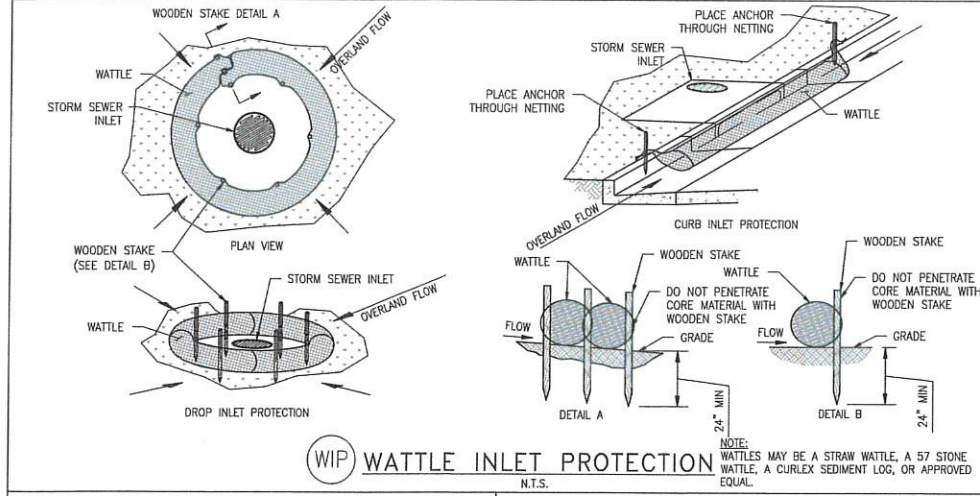
CIVIL DETAILS
ORANGE BEACH, AL
OWNER: MARK KEEL

SHEET NUMBER
6 OF 7

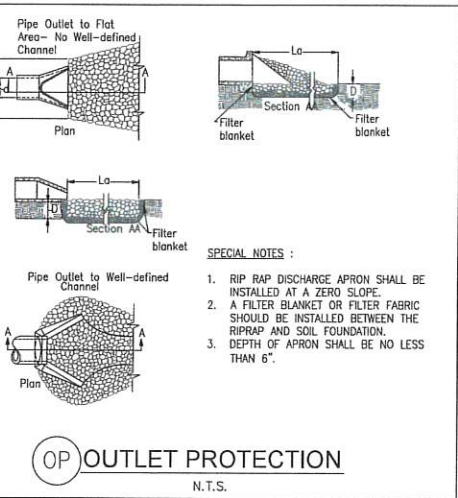
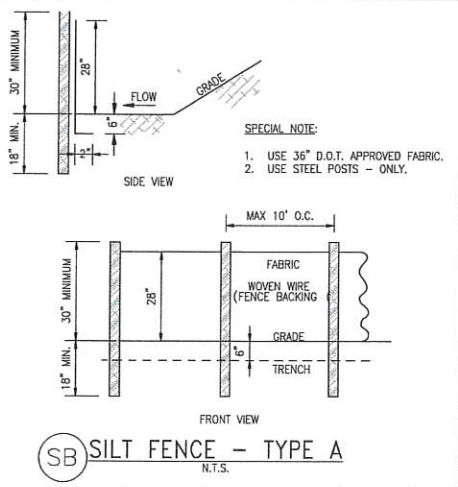
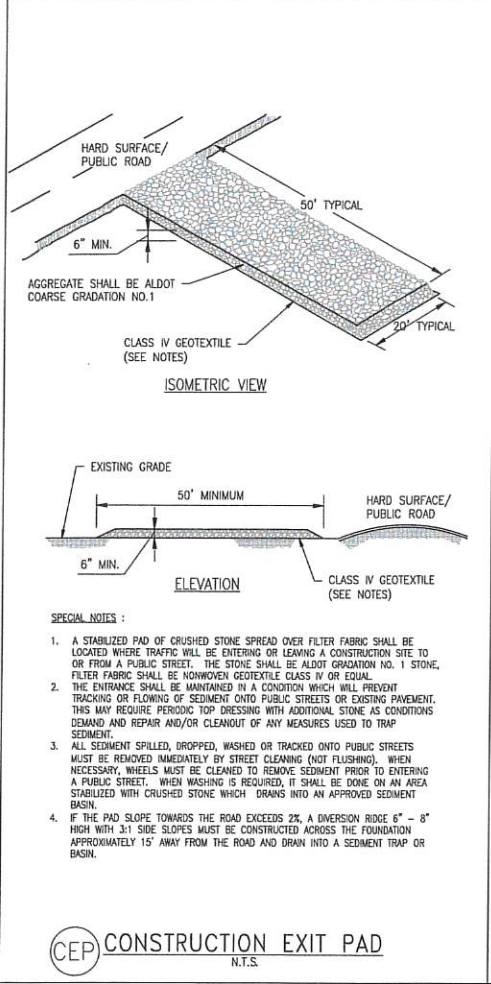
C6.0

A





NOTES:
1. SEE SHEET C1.0 FOR ALL GENERAL NOTES.



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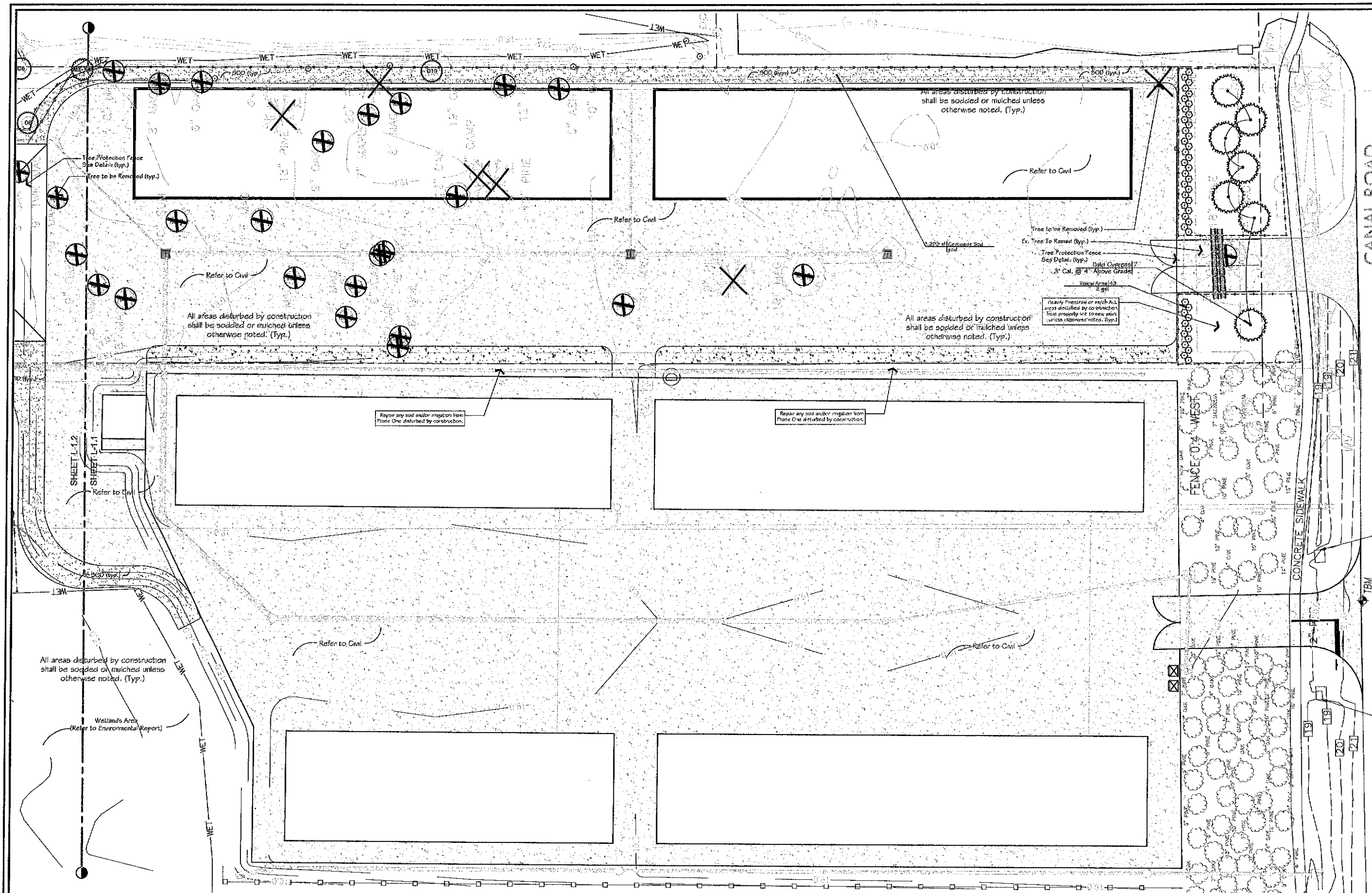
NOT VALID WITHOUT THE DATED SIGNATURE AND SEAL OF AN ALABAMA LICENSED ENGINEER. ALABAMA LICENSED ENGINEER: CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204 ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938			
JOB NUMBER	DRAWN BY: <u>NTB</u>	DATE: <u>07/03/2024</u>	SCALE: <u>AS SHOWN</u>
2023-121	CHECKED BY: <u>CJL</u>	APPROVED BY: <u>CJL</u>	ENGR: <u>CJL</u>

STORAGE UNIT EXPANSION PHASE 3	
CIVIL DETAILS	
ORANGE BEACH, AL	
OWNER: MARK KEEL	
SHEET NUMBER	
7 OF 7	

C7.0 A

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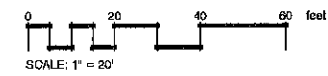
- NOTES:
1. BASE SURVEY PROVIDED BY LEB ENGINEERING.
 2. LOCATION OF STRUCTURES, HARDSCAPE, AND EXISTING VEGETATION SHALL BE FIELD VERIFIED.
 3. VERIFY ALL LAYOUT AND DIMENSIONS IN FIELD.
 4. PLANT COUNTS ARE FOR CONVENIENCE ONLY. FIELD VERIFY ACCORDINGLY.
 5. CONTRACTOR IS RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE.
 6. CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS.
 7. NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN DRAWINGS OR FIELD CONDITIONS.
 8. REFER TO ARCH./CIVIL FOR ALL UTILITIES, GRADING, DRAINAGE, & HARDSCAPE.



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REFER TO SHEET L-2.1 & L-2.2 FOR IRRIGATION PLAN AND SPECIFICATIONS.
SEE SHEETS L-1.1 & L-1.2 FOR LANDSCAPE PLAN.
REFER TO ARCHITECTURAL & CIVIL DRAWINGS FOR ALL HARDSCAPE AND STRUCTURES.

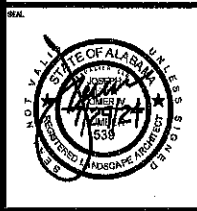


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KEEL STORAGE EXPANSION

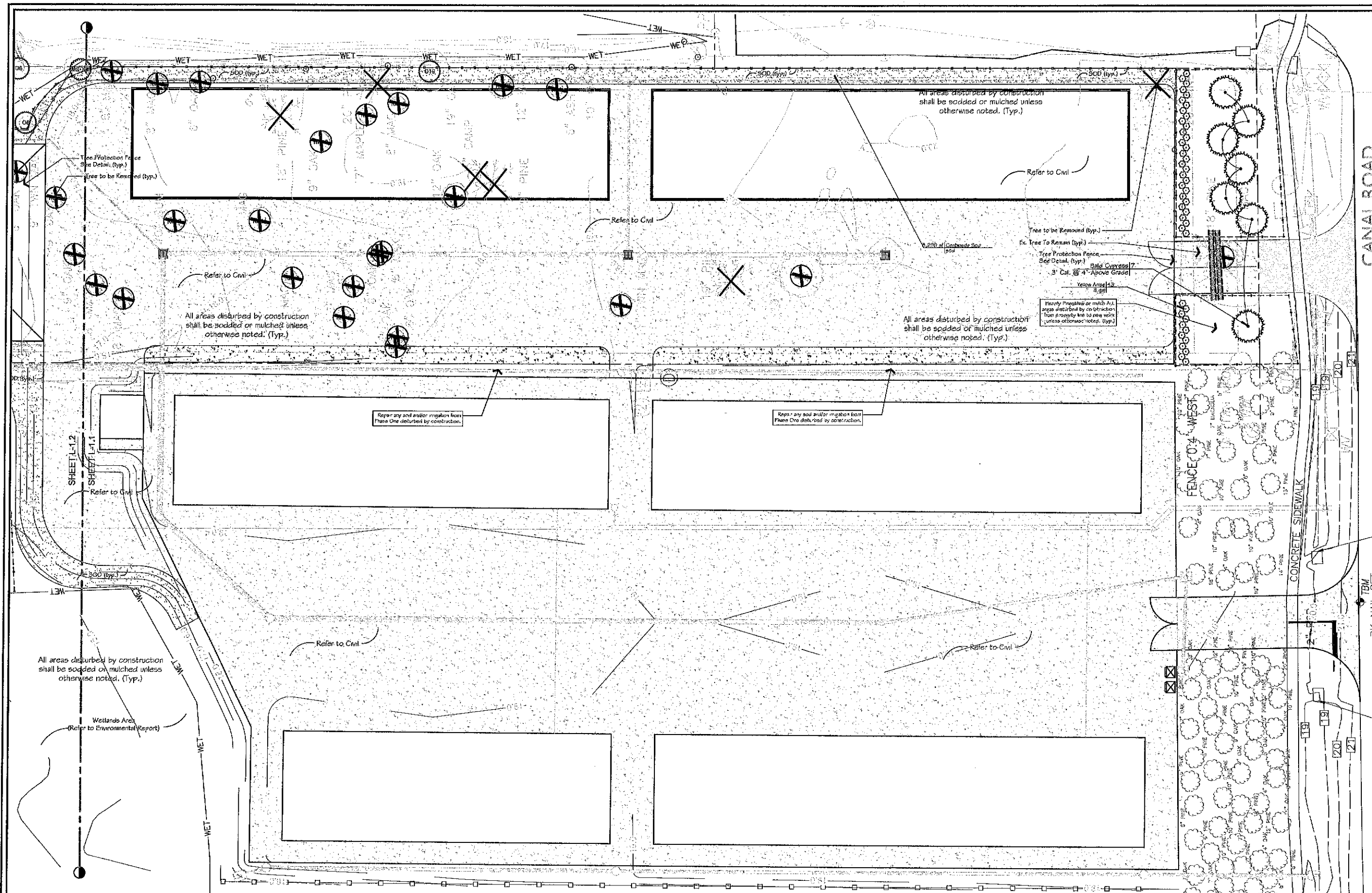
CANAL ROAD
ORANGE BEACH, AL



ISSUED/REVISED
PERMITTING 6/3/22
PERMITTING 7/29/24

LANDSCAPE
PLAN

DESIGNED BY JC	FILE NAME KEEL.LAR
DRAWN BY JC	SHEET
CHECKED BY JC	L-1.1
PROJECT NO. 2224	
DATE 5/1/22	

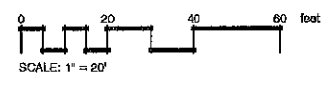


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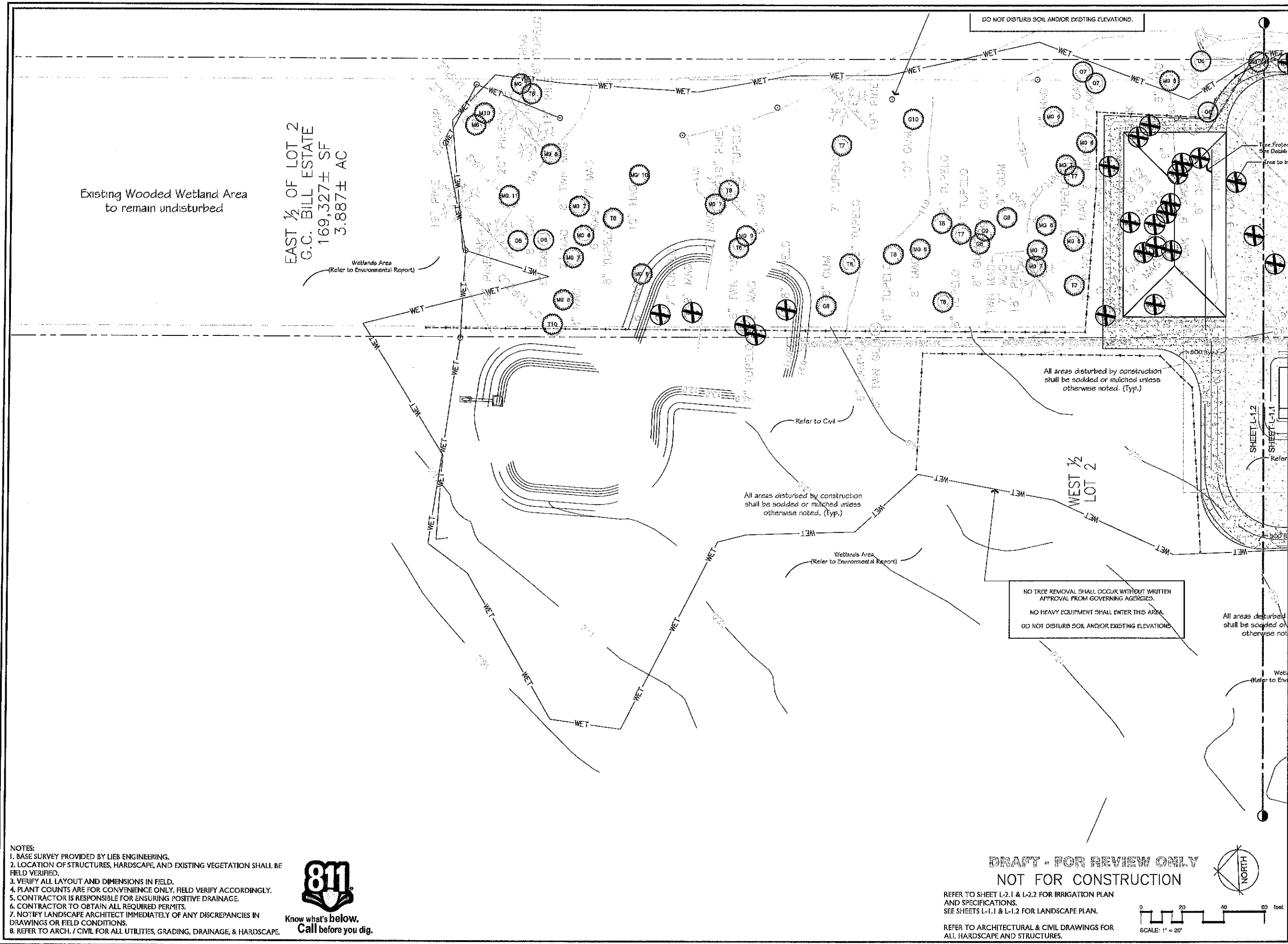
KEEL STORAGE EXPANSION

CANAL ROAD
ORANGE BEACH, AL



ISSUED/REVISED
PERMITTING 8/3/22
PERMITTING 7/29/24

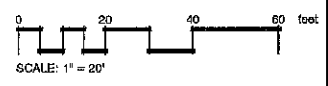
SHEET TITLE	
LANDSCAPE PLAN	
DESIGNED BY JD	DRAWN BY KEEL/LA2
CHECKED BY JC	SHEET L-1.1
PROJECT NO. 2224	DATE 6/1/22



NOTES:
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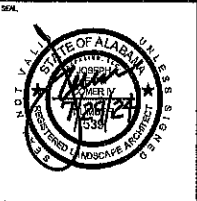


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KEEL STORAGE EXPANSION

CANAL ROAD
ORANGE BEACH, AL



ISSUED/REVISED	
PERMITTING	6/3/22
PERMITTING	7/29/24

SHEET TITLE	
LANDSCAPE PLAN	
REVIEWED BY	FILE NAME
DESIGNED BY	KEEL12
DATE	SHEET
9/1/22	L-1.2

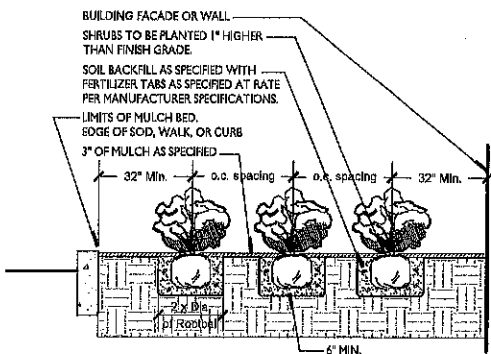
LANDSCAPE NOTES:

1. This section covers furnishing and installing all landscape plants and non-plant materials covered by the drawings and these specifications. The work shall include materials, labor, equipment and services as described herein and indicated on the drawings. Also, the work shall include the maintenance of all plants and planting areas until acceptance by the Owner, and fulfillment of all guarantee provisions as herein specified.
2. Before beginning work, the contractor shall thoroughly acquaint himself with the existing site conditions and proposed plans. The intent is to provide a smooth transition between existing conditions that are to remain and the new site features with minimal damage to existing trees and vegetation.
3. Contractor is made aware of active existing underground utilities. It is the contractors responsibility to familiarize himself with the location of said utilities and other obstructions. The contractor shall investigate and verify, in the field, the existence and location of all utilities and any existing irrigation piping, and take necessary precautions to prevent their disturbance and avoid interruption of service. Contractor is responsible for calling appropriate line location service. All damaged utilities shall be replaced to owners satisfaction by contractor with no additional charge to owner.
4. Discrepancies between site conditions and conditions on plans shall be call to the attention of the Owner immediately.
5. Existing grades shall be verified in field prior to beginning any work. Discrepancies shall be brought to the landscape architects attention immediately. Landscape contractor to provide fine grading to ensure positive drainage.
6. The landscape architect shall have the right to reject any and all work and/or materials at any stage of progress which in his opinion do not meet the requirements of these plans and specifications. Such rejected material shall be removed from the site immediately and replaced with acceptable materials.
7. Landscape contractor is responsible for obtaining all state and local permits and licenses required to perform this work.
8. Landscape contractor shall abide by all state and local laws and ordinances. Contractor shall also conform to PCA or ARB guidelines if applicable.
9. All work shall comply with the current edition of the Standard Building Code published by the Southern Building Code Congress International, Inc.
10. Topsoil shall be sandy/loam natural, friable, and fertile with a PH of 5.5 to 6.5. Topsoil shall be free from roots, stones, debris, noxious weeds, or any substance harmful to plant growth. Quality of Topsoil to be approved by Landscape Architect.
11. Once delivered to the site, the contractor is responsible for the protection, including theft, of all materials.
12. The landscape plan is to serve as a guide for installation. Field adjustment and changes to layout may be made by Landscape Architect.
13. Contractor shall layout all plant material per planting plans and schedule a site meeting with landscape architect for approval with a minimum of 48 hours notice.
14. Quantities shown on plant list are for convenience only.
15. All groundcover & flower beds shall receive 3" minimum of planting mix consisting of decomposed pinebark or mushroom compost and blended into the top 6" of existing soil. Rake beds smooth and top dress with 2" min. of ground pinebark prior to planting.
16. All tree and shrub planting pits shall be backfilled with 75% excavated soil & 25% planting mix consisting of decomposed pinebark or mushroom compost.
17. All trees shrubs and groundcovers shall be planted with Woodace fertilizer tabs at rates per manufactures recommendations. All planting beds shall also be top dressed with a slow release Osmocote fertilizer or equal per manufactures recommendations prior to mulching.
18. All beds shall receive Fertiand pre-emergent herbicide or equal.
19. Unless otherwise noted, all beds shall receive 3" compacted depth of fresh Long Leaf pine straw free from sticks and pine cones. Groundcover areas with 4" plants or plugs shall be mulched with pulverized pinebark mulch unless otherwise noted.
20. All bed lines shall have 3" V-Shaped trenches. See detail.
21. All plant material shall meet or exceed federal, state, and county laws requiring inspection for plant disease and insect control.
22. All plant material shall be Florida #1 or better and meet the latest standards of the "American Standards for Nursery Stock".
23. All trees shall be staked with arbor guy (or equal) tree stakes per manufactures recommendations.
24. All disturbed areas shall be irrigated and sodded.
25. Contractor shall maintain all plantings and lawn areas until final acceptance by owner and landscape architect. Unless specified otherwise, maintenance includes mowing, edging, weeding, blowing, pruning, watering, mulching, etc.
26. Brown or defoliated plants shall be removed and replaced immediately.
27. All materials and workmanship for landscape and irrigation shall be guaranteed for a minimum of one year from final acceptance.
28. No work shall be performed in any R.O.W. without approval by the appropriate Federal, State, County, or City authority.

1 LANDSCAPE NOTES

NTS

LA-18

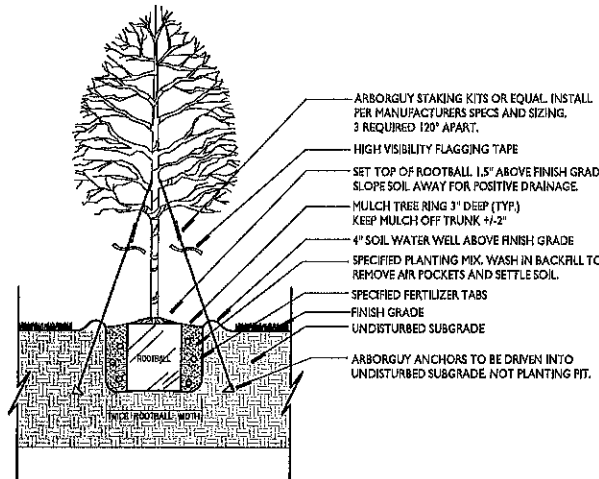


NOTE:
LANDSCAPE CONTRACTOR IS RESPONSIBLE TO
ENSURE POSITIVE DRAINAGE IN ALL DIRECTIONS
AND AWAY FROM ALL STRUCTURES.

2 SHRUB PLANTING DETAIL

NTS

LA-02



3 TREE PLANTING

NTS

LA-01

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CALIPER	REMARKS
TREES							
	TD	7	Taxodium distichum	Bald Cypress	3" Cal. @ 4' Above Grade		8" of Clear Trunk Min., City Required Tree
SHRUBS							
	IP	43	Wikstrum parviflorum	Pinestraw all disturbed area around new shrubs,	3 gal		36" o.c.
GROUND COVERS							
	CS	8,299 sf	Eremochloa ophiuroides	Centipede Sod	sod		Quantity for convenience only. Field Verify to limits shown.

NOTES:

1. REFER TO LANDSCAPE NOTES FOR PLANTING SPECIFICATIONS AND MULCHING REQUIREMENTS.
2. PINESTRAW ALL DISTURBED AREA AROUND NEW PLANTINGS.
3. THIS PLANT LIST IS FOR CONVENIENCE ONLY. CONTRACTOR TO VERIFY.
4. ALL LANDSCAPE AND FOREST AREAS ALONG ROAD FRONTAGE SHALL BE MAINTAINED & GROOMED TO THE LANDSCAPE REVIEW STANDARDS.

APPROVED NURSERIES:

1. GREEN FOREST NURSERY
2. FLOWERWOOD NURSERY
3. GREENS NURSERY
4. CHERRY LAKE NURSERY

Other nurseries may be approved at the discretion of the landscape architect.

CITY OF ORANGE BEACH LANDSCAPE REQUIREMENTS:

Perimeter Trees = $(35/35) = 4$ Trees Required within the first 10' of R.O.W. frontage.
Vehicle Use Area = $40,271 / (200 = 3)$ (Request +/- 1 Acre Wooded Area to West Satisfy this requirement)

OWNER CERTIFICATION:

I, _____, A AUTHORIZED REPRESENTATIVE OF KEEL BOAT & RV STORAGE, CANAL RD., HEREBY ACKNOWLEDGE THAT I AM AWARE AND WILL MAINTAIN THE LANDSCAPE AND TREE REQUIREMENTS SET FORTH ON THIS PLAN PER THE CITY OF ORANGE BEACH ORDINANCE.

SIGNED & DATED

Protected Trees To Be Removed (Excluding Areas of Improvement)				
Code	QTY.	Species	DBH (inches)	TOTAL DBH
RA6	1	Ash	6	6
RG10	1	Gum	10	10
RM6	5	Magnolia	6	30
RM8	4	Magnolia	8	32
RM9	3	Magnolia	9	27
RM11	2	Magnolia	11	22
RM14	1	Magnolia	14	14
RM11	2	Magnolia	11	22
RM12	2	Magnolia	12	24
RM19	1	Magnolia	19	19
RM7	1	Maple	7	7
RO12	1	Oak	12	12
RO6	9	Oak	6	54
RO7	3	Oak	7	21
RO8	2	Oak	8	16
RO9	5	Oak	9	45
RT6	1	Tupelo	6	6
RT7	2	Tupelo	7	14
RT8	1	Tupelo	8	8
TOTALS:	47			389

Trees To Be Preserved				
Code	QTY.	Species	DBH (inches)	TOTAL DBH
G10	1	Gum	10	10
G8	2	Gum	8	16
G9	2	Gum	9	18
M10	1	Maple	10	10
M6	1	Maple	6	6
MG10	1	Magnolia	10	10
MG11	1	Magnolia	11	11
MG14	1	Magnolia	14	14
MG6	9	Magnolia	6	54
MG7	7	Magnolia	7	49
MG8	5	Magnolia	8	40
MG9	1	Magnolia	9	9
O19	1	Oak	19	19
O6	3	Oak	6	18
O7	2	Oak	7	14
O8	1	Oak	8	8
T10	1	Tupelo	10	10
T6	5	Tupelo	6	30
T7	4	Tupelo	7	28
T8	3	Tupelo	8	24
TOTALS:	48			374

Tree Replacement Calculations		Divided By 6	
Tree Debits	389	6	65
Tree Credits	374	6	62
Total Tree Credits Available			0
Total Replacement Trees Required To Be Planted			3

See landscape plans for new plantings & additional landscape requirements/use of tree credits.



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KEEL STORAGE EXPANSION

CANAL ROAD
ORANGE BEACH, AL



ISSUED/REVISED

PERMITTING 6/3/22
PERMITTING 7/29/24

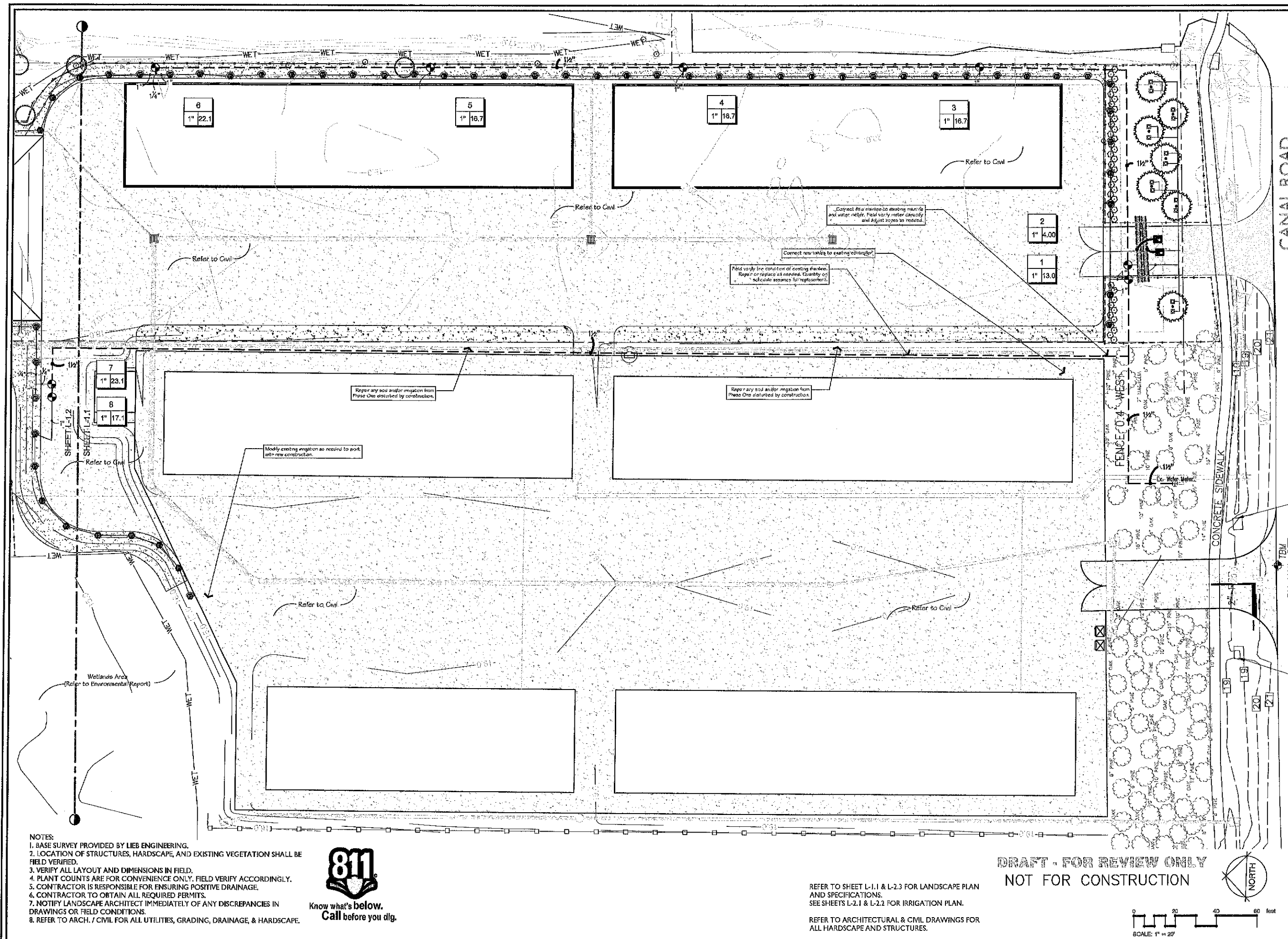
LANDSCAPE DETAILS

DESIGNED BY JO DRAWN BY JC CHECKED BY JC PROJECT NO. 2224 DATE 6/1/22	FILE NAME KEEL1A SHEET L-1.3
--	---------------------------------------

DRAFT - FOR REVIEW ONLY
NOT FOR CONSTRUCTION

REFER TO SHEET L-2.1 & L-2.2 FOR IRRIGATION PLAN AND SPECIFICATIONS.
SEE SHEETS L-1.1 & L-1.2 FOR LANDSCAPE PLAN.

REFER TO ARCHITECTURAL & CIVIL DRAWINGS FOR ALL HARDCAPE AND STRUCTURES.



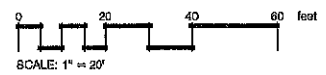
- NOTES:
- 1. BASE SURVEY PROVIDED BY LEB ENGINEERING.
 - 2. LOCATION OF STRUCTURES, HARDSCAPE, AND EXISTING VEGETATION SHALL BE FIELD VERIFIED.
 - 3. VERIFY ALL LAYOUT AND DIMENSIONS IN FIELD.
 - 4. PLANT COUNTS ARE FOR CONVENIENCE ONLY. FIELD VERIFY ACCORDINGLY.
 - 5. CONTRACTOR IS RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE.
 - 6. CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS.
 - 7. NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN DRAWINGS OR FIELD CONDITIONS.
 - 8. REFER TO ARCH. / CIVIL FOR ALL UTILITIES, GRADING, DRAINAGE, & HARDSCAPE.



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KEEL STORAGE EXPANSION

CANAL ROAD
ORANGE BEACH, AL

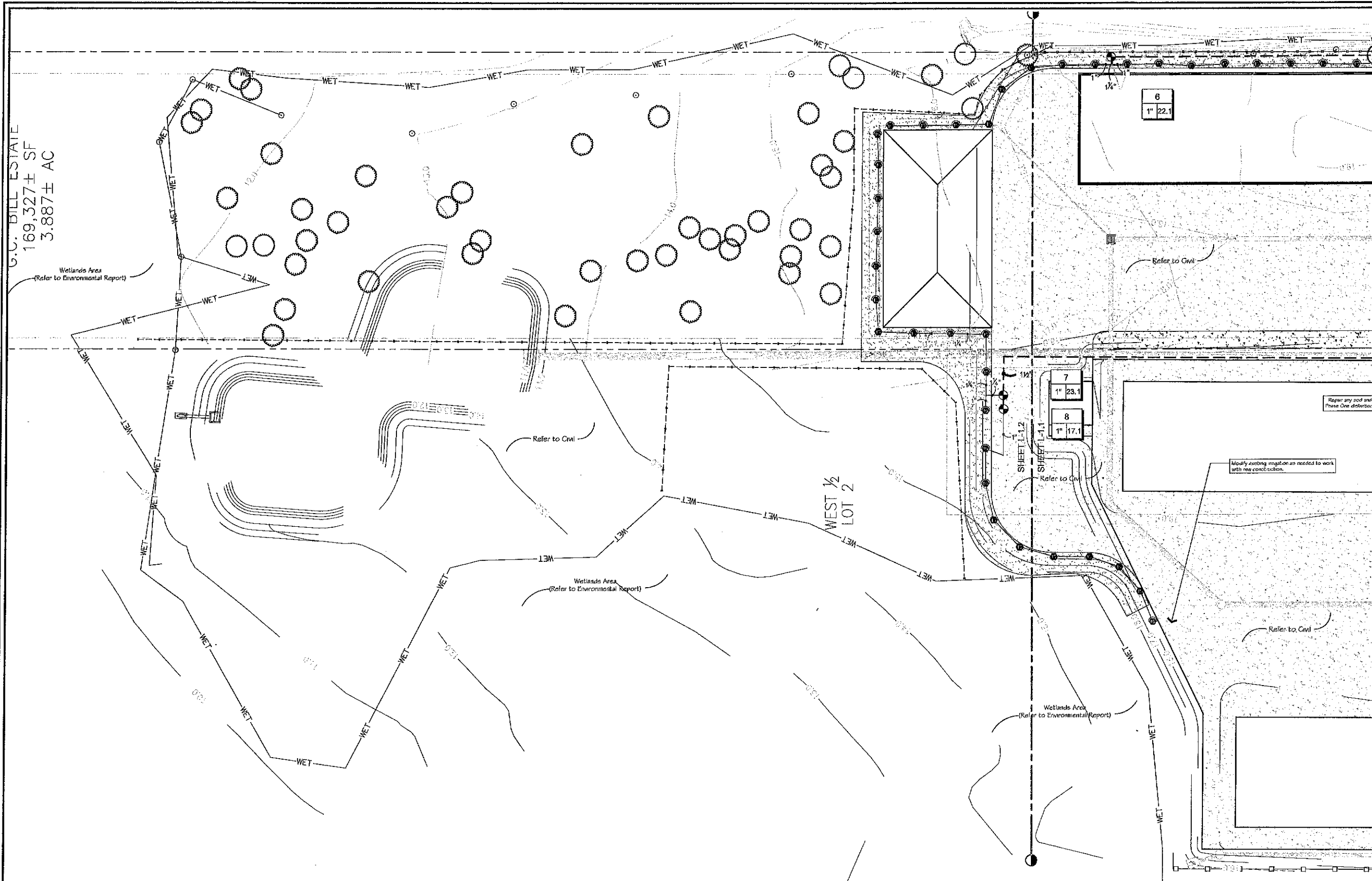


ISSUED/REVISED

PERMITTING	8/3/22
PERMITTING	7/29/24

IRRIGATION PLAN

DESIGNED BY	JO	DRAWN BY	KEEL/AJZ
CHECKED BY	JO	PROJECT NO.	2224
DATE	6/1/22	SHEET	L-2.1



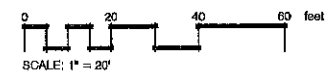
G.C. BILL ESTATE
169,327± SF
3.887± AC

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REFER TO SHEET L-1.1 & L-2.3 FOR LANDSCAPE PLAN
AND SPECIFICATIONS.
SEE SHEETS L-2.1 & L-2.2 FOR IRRIGATION PLAN.
REFER TO ARCHITECTURAL & CIVIL DRAWINGS FOR
ALL HARDSCAPE AND STRUCTURES.

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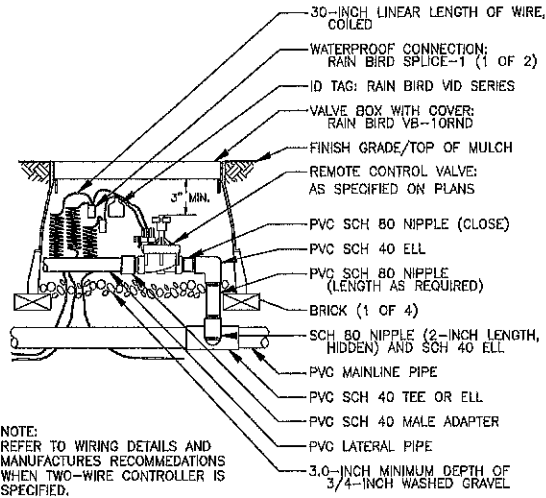
KEEL STORAGE EXPANSION

CANAL ROAD
ORANGE BEACH, AL

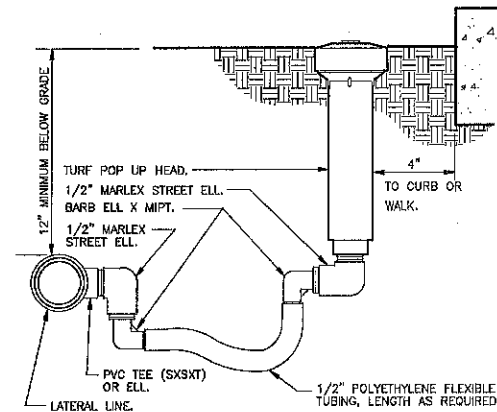


ISSUED/REVISED
PERMITTING 6/3/22
PERMITTING 7/29/24

SHEET TITLE	
IRRIGATION PLAN	
DESIGNED BY JO	FILE NAME KEELIAR
DRAWN BY JO	SHEET L-2.2
CHECKED BY JO	
PROJECT NO. 2224	
DATE 8/1/22	



1 ELECTRIC REMOTE-CONTROL VALVE
N.T.S. IR-24

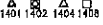


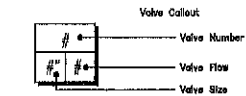
2 TURF SPRAY FLEX ASSEMBLY
3\"/>

- IRRIGATION NOTES
1. THIS PLAN IS SCHEMATIC IN NATURE. LINES/MATERIALS ARE DRAW OFFSET FOR CLARITY. INSTALL ALL IRRIGATION LINES IN LANDSCAPED AREAS OR AS NOTED ON PLANS.
 2. REFER TO LANDSCAPE PLANS TO AVOID TREE ROOTBALLS AND TO INSTALL HEADS IN APPROPRIATE LOCATIONS.
 3. ADJUST ALL NOZZLES TO PREVENT OVERSPRAY ON PAVING, WALLS, BUILDINGS, WINDOWS, ETC.
 4. SET SPRAYS AND ROTORS FLUSH WITH TOP OF MULCH OR TOP OF SOD LEVELS.
 5. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR CALLING LINE LOCATE AND AVOIDING ALL UTILITIES. DAMAGED UTILITIES SHALL BE REPAIRED AT NO COST TO OWNER.
 6. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS, LICENSES, AND ASSOCIATED FEES.
 7. IRRIGATION CONTRACTOR SHALL ABIDE BY ALL FEDERAL, STATE AND LOCAL BUILDING CODES AND LAWS.
 9. MAINLINE TO BE BURIED A MINIMUM OF 18", AND LATERAL LINES 12" MIN.
 10. ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL ACCEPTANCE AGAINST ALL DEFECTS IN EQUIPMENT AND WORKMANSHIP.
 11. CONTRACTOR TO PROVIDE IRRIGATION AS-BUILT DRAWING PRIOR TO CLOSEOUT ALONG WITH ALL OWNERS AND OPERATION MANUALS.
 12. NO WORK SHALL TAKE PLACE IN THE R.O.W. WITHOUT APPROVAL OF GOVERNING AUTHORITY.

3 IRRIGATION NOTES
NTS IR-12

IRRIGATION SCHEDULE

<u>SYMBOL</u>	<u>MANUFACTURER/MODEL/DESCRIPTION</u>	<u>QTY</u>	<u>PSI</u>	<u>DETAIL</u>
	Rain Bird 1806-SAM-PRS 15 Series MPR Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. 1/2" NPT Female Threaded Inlet. With Seal-A-Matic Check Valve, and Pressure Regulating.	57	30	/
	Rain Bird 1806-SAM-PRS ADJ Turf Spray 6.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. 1/2" NPT Female Threaded Inlet. With Seal-A-Matic Check Valve, and Pressure Regulating.	10	30	/
	Rain Bird 1800-1400 Flood Fixed flow rate (0.25-2.0GPM), full circle bubbler, 1/2" FIPT. Staple Bubbler(s) over Rootball inside tree well. Ensure tree wells are well shaped to retain water.	14	30	
<u>SYMBOL</u>	<u>MANUFACTURER/MODEL/DESCRIPTION</u>	<u>QTY</u>	<u>DETAIL</u>	
	Rain Bird PGA Globe 1", 1-1/2", 2" Electric Remote Control Valve, Globe. Existing Irrigation Meter	8		
	Irrigation Lateral Line: PVC Class 200 SDR 21	1,238 Lf.		
	Irrigation Mainline: PVC Schedule 40	1,254 Lf.		
	Pipe Sleeves: PVC Class 200 SDR 21	63.2 Lf.		



- NOTES:
1. QUANTITIES ARE FOR CONVENIENCE ONLY. CONTRACTOR TO VERIFY.
- IRRIGATION NOTES:
1. CONTRACTOR TO VERIFY METER CAPACITY.
 2. SYSTEM IS DESIGNED ASSUMING 25GPM @ 50 PSI IS AVAILABLE.
 3. CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT BEFORE INSTALLING ANY IRRIGATION IF AVAILABLE CAPACITY DOES NOT MEET DESIGNED FLOWS.
- IRRIGATION SYSTEM WILL NOT WORK PROPERLY IF DESIGNED FLOW AND PSI IS NOT MET.

- NOTES:
1. BASE SURVEY PROVIDED BY LIEB ENGINEERING.
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ORANGE BEACH, AL

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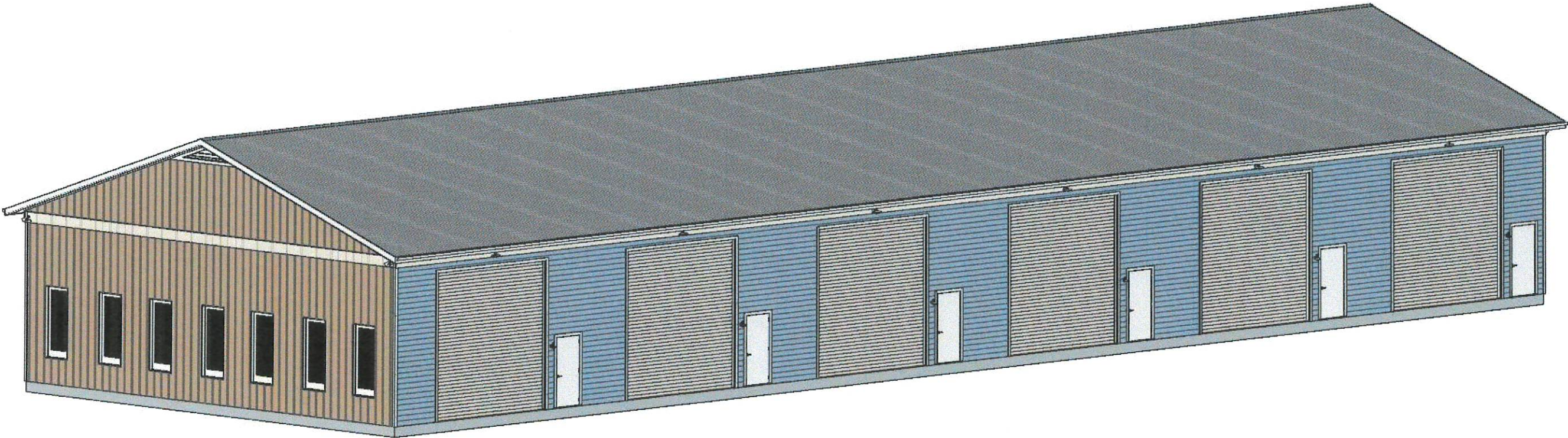
ISSUED/REVISED
PERMITTING 6/3/22
PERMITTING 7/29/24

IRRIIGATION
DETAILS

DESIGNED BY
JO
CHECKED BY
JO
PROJECT NO.
2224
DATE
9/1/22

FILE NAME
KEELIA
SHEET
L-2.3

Storage Unit



RECEIVED

O.B. COMMUNITY C.

REVISION TABLE		NUMBER	DATE	REVISED BY	DESCRIPTION

PAGE TITLE

DRAWINGS PROVIDED BY:

DATE:

8/29/2018

SCALE:

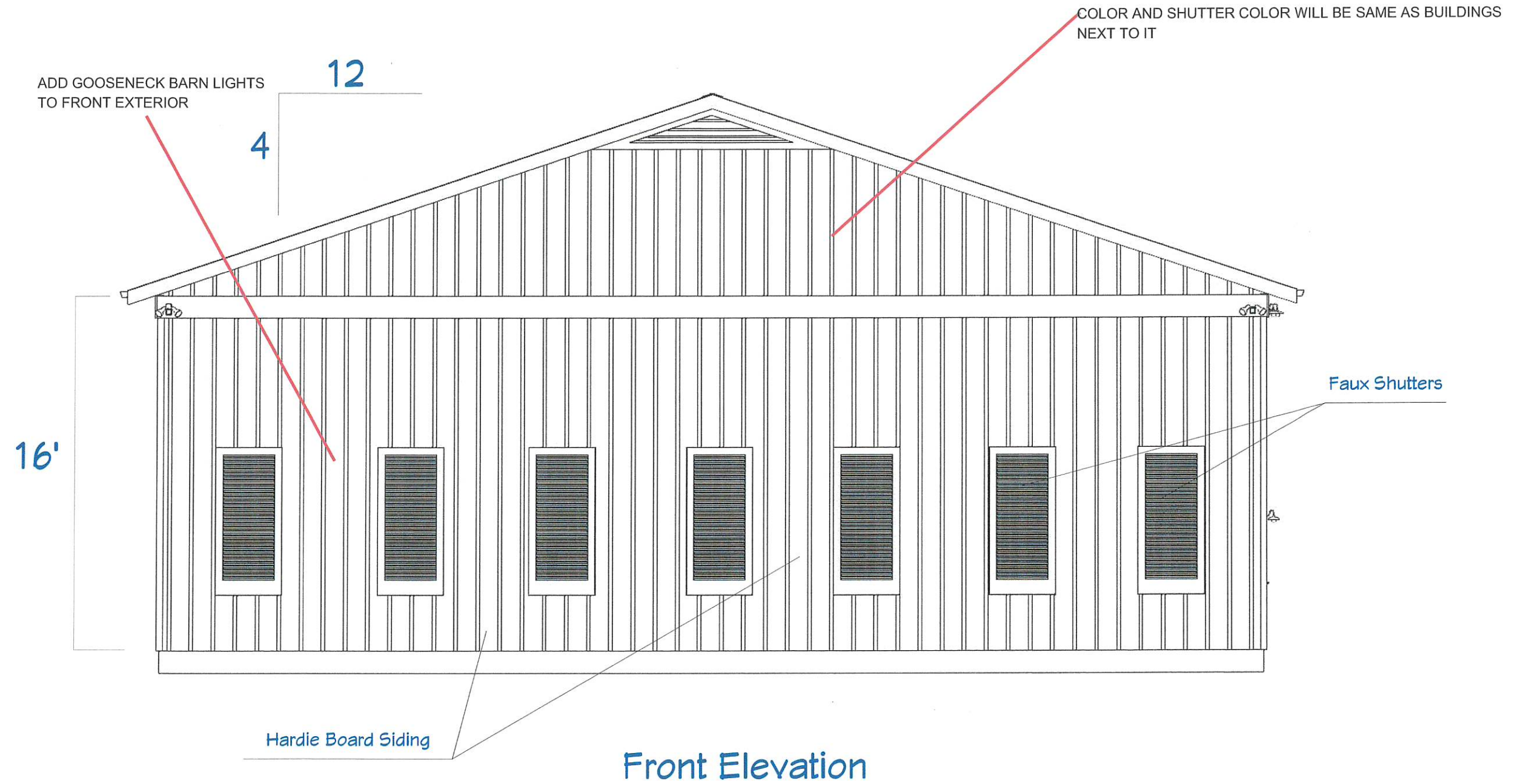
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P-1



REVISION TABLE					
NUMBER	DATE	REVISED BY	DESCRIPTION		

SHEET:



REVISION TABLE		REVISION BY	DESCRIPTION
NUMBER	DATE		

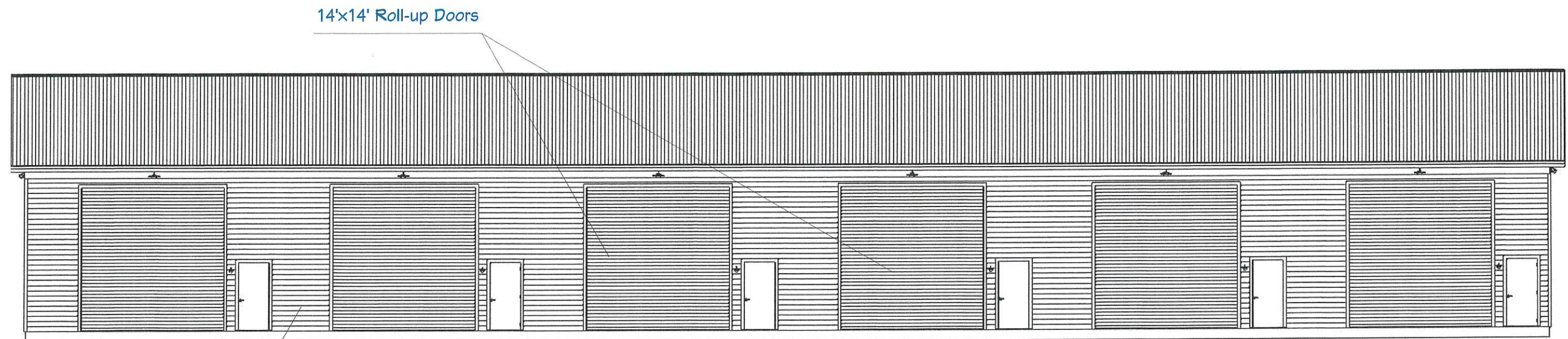
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DATE:

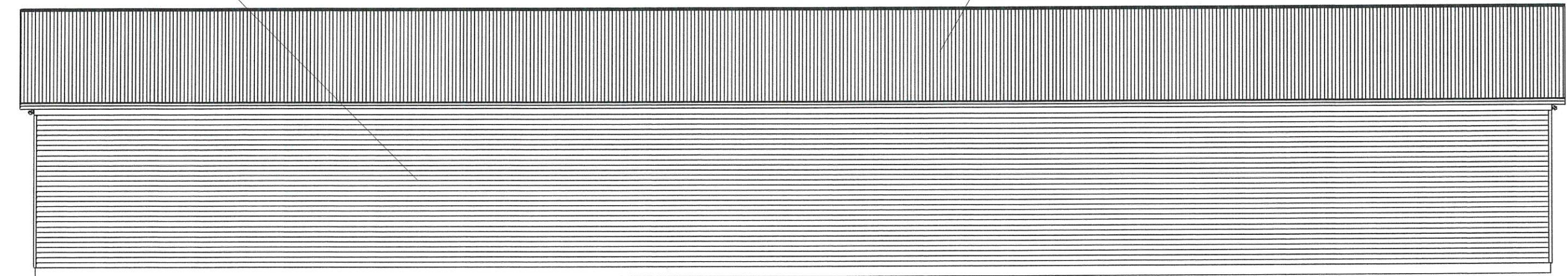
8/29/2018

SCALE:

SHEET:



Left Elevation



Right Elevation

REVISION TABLE	
NUMBER	DESCRIPTION

DRAWINGS PROVIDED BY:

DATE:

8/29/2018

SCALE:

SHEET:



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

Departments: City Clerk

Description of Topic: First Reading - Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0801-CU-24, Keel Storage Phase 4 Addition.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2024-xxxx Amd 172 0801-CU-24 Keel Storage Phase 4 Addition

ORDINANCE NO. 2024-xxxx

**AN ORDINANCE FURTHER AMENDING ORDINANCE NO. 172,
CITY OF ORANGE BEACH ZONING ORDINANCE,
KEEL STORAGE PHASE 4 ADDITION
CONDITIONAL USE APPROVAL
(#0801-CU-24)**

FINDINGS:

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

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

1. That the Zoning Ordinance of the City of Orange Beach as previously amended is hereby further amended to allow conditional use of property located at 27103 Canal Road to construct two mini-warehouse buildings, pursuant to the application #0801-CU-24 on file with the Department of Community Development;
2. That approval of this conditional use is contingent upon the conditions recommended by staff as follows:
 - a. The use of gravel for the vehicular use area must be approved by the Planning Commission;
 - b. Conditional use must adhere to the approval guidelines specified in Section 4.0101-C of the Zoning Ordinance;
 - c. Gooseneck-style building lights similar to those on the front façade of the existing buildings to the west will need to be provided on the front façade facing Canal Road;
 - d. The reference to “Living Area 7,500 SF” shall be removed from the architectural sheet showing the floor plan;
 - e. The Fire Department access roads shall be constructed of an all-weather surface capable of supporting 75,000 gross pounds; and
 - f. Additional gates shall be equipped with a Knox switch for emergency access.
3. That all ordinances or parts of ordinances in conflict are, to the extent of such conflict, repealed; and
4. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 3rd DAY OF SEPTEMBER, 2024.

Renee Eberly
City Clerk

Ordinance No. 2024-xxxx (cont'd)

Page 2

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

was posted on _____ in the following three

(3) public places:

Orange Beach City Hall _____

Orange Beach Post Office _____

Orange Beach Public Library _____

Renee Eberly, City Clerk



**REGULAR CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

Departments: City Clerk

Description of Topic: First Reading - Ordinance authorizing the disposition of unneeded tracts of real estate by the City of Orange Beach, Alabama, described as PIN 273826 and PIN 313406 in the Baldwin County Revenue Commissioner's records.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2024-xxxx Declare Surplus Real Property 26302 Perdido Beach Boulevard Turquoise Wireman Settlement

RESOLUTION NO. 24-xxx

**AN ORDINANCE AUTHORIZING THE DISPOSITION OF UNNEEDED
TRACTS OF REAL ESTATE BY THE CITY OF ORANGE BEACH, ALABAMA,
DESCRIBED AS PIN 273826 AND PIN 313406 IN THE
BALDWIN COUNTY REVENUE COMMISSIONER'S RECORDS**

FINDINGS:

1. The City of Orange Beach currently owns certain tracts of real estate referred to as the "Gulf Tract" and the "Cotton Bayou Tract" located along Alabama State Highway 182.
2. Those properties are more accurately identified as Baldwin County Revenue Commissioner's records (i) PIN 273826 (the "Gulf Tract"), located at 26302 Perdido Beach Blvd., Orange Beach, AL, consisting of approximately .996 acres, and (ii) PIN 313406 and the abutting area shown on the Revenue Commissioner's records as Turquoise Lane and McKissack Avenue (the "Cotton Bayou Tract"), consisting of approximately 5.7 acres, collectively referred to as the "Turquoise Properties Acquisition Tracts."
3. Ala. Code 1975 § 11-47-20 grants municipalities the authority to direct the disposal of real property not needed for public or municipal purposes by Ordinance entered into the minutes of the City Council.
4. It is anticipated the Council will simultaneously herewith adopt a Resolution providing for the disposal of the properties described herein.
5. The City Council of the City of Orange Beach has determined that the properties as described above no longer serve a municipal purpose.

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

1. That the property described herein is no longer needed for a public or municipal purpose, and as such may be disposed of by the City of Orange Beach, Alabama in accordance with State law;
2. That the Mayor and City Clerk are hereby authorized to execute, deliver, seal and attest such other agreements, undertakings, documents, closing statements, affidavits and certificates, and to take such other actions on behalf of the City as may be necessary or desirable to carry out the transactions contemplated by this Ordinance;
3. That all ordinances or parts of ordinances in conflict are, to the extent of such conflict, repealed; and
4. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 3rd DAY OF SEPTEMBER, 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-xxxx, which was duly and legally adopted at a regular meeting of the City Council on September 3, 2024.

City Clerk