REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Regular Council Meeting 09/03/2024
2. Committee of the Whole 09/03/2024

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

1. Discuss petition to annex into the City of Orange Beach submitted by David Gatlin. (RE)
2. Discuss changes to the Golf Cart Ordinance. (JL)

Resolutions

1. Resolution awarding the bid for construction of the Coastal Alabama Sea Turtle Center. (CP/RE)
2. Resolution awarding the bid for Coastal Arts Center Event Tent Rental. (DH/RE)
3. Resolution authorizing execution of a professional services agreement with J.F. Morris Performance LLC for theater performance direction for "Shrek The Musical." (JL)
4. Resolution authorizing the execution of a software service agreement with Peak Software Systems, Inc., dba Sportsman Software, for Golf Center member management software. (NA)

5. Resolution accepting a proposal from ThreatAdvice Security Services, LLC, to connect the Field House and Batting Cage Buildings at the Sportsplex to the fiber network in the amount of $19,280.90. (GS)

6. Resolution authorizing execution of a task order with Watermark Design Group, LLC, to provide design, bid, and construction administration services for roof replacement at the Expect Excellence Music Building following the April 10, 2021, hailstorm in an amount not to exceed $15,200. (GS)

Public Hearings

1. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0901-PUDA-24, Fish Camp Landing PUD, Updated Marina Plan. (Suggested date 10/15/2024) (GP)

2. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0902-PUDA-24, Columbia Southern University PUD, Sign Amendment. (Suggested date 10/15/2024) (GP)

Ordinances

V. Public Comments

VI. Adjourn

MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
SEPTEMBER 3, 2024 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS

I. CALL TO ORDER Mayor Tony Kennon called the meeting to order at 5:00 P.M.

II. INVOCATION Pastor Phillip Anthony, Island 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 08/06/2024
Committee of the Whole 08/06/2024

The reading was waived and minutes were approved as written.

VII. REPORTS OF OFFICERS/COMMITTEES

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

VIII. AUDITING OF ACCOUNTS

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

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

IX. PRESENTATIONS

1. Proclamation declaring September 2024 as Gynecologic Cancer Awareness Month. Susan Crutchfield, Mitchell Cancer Institute, accepted the proclamation on behalf of the Laura Crandall Brown Foundation.

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

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. **Motion made (Silvers/Mitchell) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**

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. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution appointing David Dichiara, Ryan Long, and Travis Shell to the Board of Adjustment. **Motion made (Mitchell/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide design services for a Pickleball Bathroom Building in an amount not to exceed $14,000. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Boyd/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Blalock/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

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. **Motion made (Blalock/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

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. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

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. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

11. Resolution authorizing the purchase of In-Car Camera Systems for the Police Department through State Bid in the amount of $44,560. **Motion made (Mitchell/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

12. Resolution authorizing the execution of a use agreement with the Coastal Alabama Business Chamber for the 51st Annual National Shrimp Festival. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

13. Resolution authorizing settlement in the case of Wireman, et al., v. The City of Orange Beach. **Motion made (Silvers/Johnson) to adopt the resolution.** Councilmember Blalock explained that Larry Wireman is suing the city to have two pieces of land returned to him. Councilmember Blalock stated that while she appreciates the efforts of the Mayor, City Administrator, and city staff to negotiate the most expedient solution, she does not believe that the city has done anything wrong. Mayor Kennon responded to say that this is a pragmatic decision based on risk/reward analysis of the best and worst case scenarios if this lawsuit were to continue to trial. He invited any resident with questions to give him a call. Vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, nay; Boyd, aye; Kennon, aye. **Motion passed. (5-1).**

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.

   Griffin Powell, Planner II, presented the case overview for a conditional use request to construct two mini-warehouse buildings at 27103 Canal Road.

   Councilmember Blalock thanked Mark Keel, developer, for the clean appearance and maintenance of his existing storage buildings.

   There being no further comments, the public hearing adjourned.

Ordinances

1. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0801-CU-24, Keel Storage Phase 4 Addition. **Motion made (Johnson/Blalock) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, abstain; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion failed. (5-0-1).** Ordinance will move to a second reading.

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. **Motion made (Silvers/Johnson) for unanimous**

consent to suspend the rules to allow for immediate consideration of this ordinance. Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0). Motion made (Silvers/Johnson) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, nay; Boyd, aye; Kennon, aye. **Motion passed. (5-1).**

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: 5:24 P.M.

APPROVED this the 1st day of October, 2024.

____
Renee Eberly
City Clerk

MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
SEPTEMBER 3, 2024 – 5:24 P.M.
CITY HALL – COUNCIL CHAMBERS

The Orange Beach City Council met to review potential items for the September 17, 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 appointing members to the Solid Waste Disposal Authority.
2. Resolution authorizing the submittal of a Hazard Mitigation Grant Program application for a First Responder Safe Room.
3. Resolution authorizing the execution of a performance contract with Tanner Myatt for golf instruction services.
4. Resolution awarding the bid for Canal Road Multi-Use Trail Connectivity Projects.

Public Comments:

None

There being no further business, the meeting adjourned.

Time: 5:25 P.M.

APPROVED this 1st day of October, 2024.

____
Renee Eberly
City Clerk

ITEM 1.

REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 17, 2024

Departments: City Clerk

Description of Topic: Discuss petition to annex into the City of Orange Beach submitted by David Gatlin. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2024.07.24 Petition to Annex - David Gatlin

PETITION TO ANNEX INTO THE CITY OF ORANGE BEACH BY UNANIMOUS CONSENT

TO THE CITY OF ORANGE BEACH, ALABAMA:

We, the undersigned, constituting all of the owners of all of the hereinafter described real property, do hereby execute and file with the City Clerk this written petition requesting that the property described be annexed into the City of Orange Beach, AL pursuant to the authority of *Alabama Code* sections 11-42-20 through11-42-24 (1975), as amended. A map of said property is attached hereto.

Legal Description:

20 AC(C) W1\2 OF SE1\4 OF NW1\4 LESS RD R/W SEC 26-T8S-R4E PPIN: 53064
And
20 ACC E1\2 OF SE1\4 OF NW1\4 OF SEC 26-T8S-R4E (WD) PPIN: 87756

We, the undersigned, further certify that the herein described property is contiguous to the corporate limits of the City of Orange Beach and that such property does not lie within the corporate limits of any other municipality, and either does not lie within the police jurisdiction of any other municipality or if any portion of the property lies within the police jurisdiction of another municipality, that portion also lies within the police jurisdiction of the City of Orange Beach and is located equidistant or closer to the corporate limits of the City of Orange Beach than the other city as required by Section 11-42-21, Code of Alabama 1975.

We do hereby request that the City Council and the City Clerk give such notice, hold such hearings and adopt such ordinances and do all such things or acts as is required by law so that the corporate limits of the City of Orange Beach shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this the 15th day of July, 2024.

David Gattlin
dotloop verified
07/16/24 8:49 AM CDT
6DQW-8Z17-KXI6-QYRJ

Property Owner Signature

DAVID GATLIN
Property Owner Printed Name

Marital Status: (Circle one) Single / Married 1

Mailing Address:
22209 SUTHERLAND CIRCLE
FAIRHOPE, AL 36532

Email: deemg44@yahoo.com

Telephone: 251.979.5530

Property Owner Signature

Property Owner Printed Name

Mailing Address:

Email:

Telephone:


ROSCOE RD
ROSCOE PARTNERS LLC
DAV
GAT
DAVID GATLIN
BOX
RAGE
DAVID GATLIN
ALABAMA STATE OF
SAM GERGES
WILLIAM J EVANS
FOLEY BEACH EXPRESS
FOLEY BEACH EXPRESS

ITEM 2.

REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 17, 2024

Departments: City Clerk

Description of Topic: Discuss changes to the Golf Cart Ordinance. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:
None

ITEM 1.

REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 17, 2024

Departments: City Clerk

Description of Topic: Resolution awarding the bid for construction of the Coastal Alabama Sea Turtle Center. (CP/RE)

Background/Description: Bid opening scheduled for September 26, 2024.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:
None

REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 17, 2024

Departments: City Clerk

Description of Topic: Resolution awarding the bid for Coastal Arts Center Event Tent Rental. (DH/RE)

Background/Description: Bid opening scheduled for September 26, 2024.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:
None

ITEM 3.

REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 17, 2024

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with J.F. Morris Performance LLC for theater performance direction for "Shrek The Musical." (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-17-24 24-xxx Authorize Professional Services Agreement Performing Arts Jacob Morris Shrek The Musical
2. 2024.09.11 Professional Services Agreement Jacob Morris Expect Excellence Performing Arts Shrek The Musical

RESOLUTION NO. 24-xxx

A RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH J. F. MORRIS PERFORMANCE LLC FOR THEATER PERFORMANCE DIRECTION FOR "SHREK THE MUSICAL"

FINDINGS:

1. The City of Orange Beach has reached an agreement (attached Exhibit A) with J. F. Morris Performance LLC whereby J. F. Morris Performance LLC will provide theater performance direction for the City's spring 2025 production of *Shrek The Musical* by the Performing Arts division of the City of Orange Beach Expect Excellence program.
2. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and J. F. Morris Performance LLC as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 17th 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 17, 2024.

____
City Clerk

PROFESSIONAL SERVICES CONTRACT

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

1. Recitals.

   WHEREAS, the City desires to engage Contractor to provide theatrical performance direction for the City's Expect Excellence Performing Arts program's spring 2025 theatre performance of "Shrek The Musical," or such other production as selected by the City;

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

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

2. Consulting Services to be Performed.

   a) Contractor will provide theatre direction for the City's spring 2025 theatre performance of "Shrek The Musical," or such other production as selected by the City.

   b) Contractor will perform such other services with regard to the City's theatre performance, including actor coaching and blocking, costume, lighting and set design, professionals such as choreographers, photographers, etc., and promotional materials as are mutually agreed to between the Contractor and the City.

3. Compensation.

   a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid $16,000, that includes payment for orchestra members and choreographer, plus pre-approved expenses incurred as part of Contractor's performance of this contract, in accordance with City policies. Pre-approved expenses include approximately $800 for insurance fees.

   b) Contractor agrees to abide by the City's established policies, and agrees that any travel and expenses must be approved in advance by the City.

   c) Contractor shall be paid in four (4) monthly payments of $4,000.00 upon the City's receipt of properly documented invoices for directing services performed.

4. Term.

   The term of this Agreement is five (5) months commencing October 7, 2024, and ending February 2, 2025.

5. Independent Contractor.

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

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

6. Insurance.

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

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

7. Assignment.

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

8. Compliance with Law.

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

9. Termination.

This Agreement may be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate. Upon termination, Contractor shall be paid *pro rata* for all services actually rendered up to the effective date of termination. This Agreement may be terminated immediately by the City upon failure of the required background check or drug testing, as set out in paragraph 16, below.

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

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

13. Law Governing.

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

14. Permits, etc.

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

15. Background Check and Drug Testing.

Contractor consents to the City of Orange Beach to conduct a background check and drug testing in order for Contractor to provide coaching services as set out herein. Contractor shall provide all required information to the City in order to conduct the background check and drug testing including, but not limited to, full name (maiden name), physical address, date of birth, social security number, driver's license state and number.

16. Notices.

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

City of Orange Beach	Copy to:
City Clerk Post Office Box 458 Orange Beach, AL 36561	City Attorney P.O. Box 458 Orange Beach, AL 36561
And to Contractor:	Jacob Morris 7350 Tara Dr. N Mobile, AL 36619

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

CITY OF ORANGE BEACH

By: ___________________________
Tony Kennon
Mayor

ATTEST:

____
Renee Eberly, City Clerk

____
Jacob Morris, owner
J.F. Morris Performance LLC

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

STATE OF ALABAMA
COUNTY OF BALDWIN

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

Given under my hand and seal this the _______day of_________________, 2024.

____
Notary Public
(SEAL) State of Alabama
My Commission Expires: ___________

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Jacob Morris, owner of J.F. Morris Performance LLC, whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me this day that, being informed of the contents of the above and foregoing agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _______day of_________________, 2024.

____
Notary Public
(SEAL) My Commission Expires: ___________

REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 17, 2024

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a software service agreement with Peak Software Systems, Inc., dba Sportsman Software, for Golf Center member management software. (NA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 10-01-24 24-xxx Authorize Software Service Agreement Peak Software Systems Sportsman
2. 2024.08.27 Quote - Parks Golf Center - Peak Software Systems Sportsman Software

RESOLUTION NO. 24-xxx

A RESOLUTION AUTHORIZING THE EXECUTION OF A SOFTWARE SERVICE AGREEMENT WITH PEAK SOFTWARE SYSTEMS, INC. (DBA SPORTSMAN SOFTWARE) FOR GOLF CENTER MEMBER MANAGEMENT SOFTWARE

FINDINGS:

1. The existing agreement with Peak Software Systems, Inc., for Sportsman Software used for member management at the Golf Center is expiring at the end of October.
2. The Parks and Recreation Director has recommended accepting the software service agreement (attached Exhibit A) for renewal.
3. After having reviewed said agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute the software service agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Peak Software Systems, Inc., doing business as Sportsman Software, 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 1st DAY OF OCTOBER, 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 October 1, 2024.

____
City Clerk

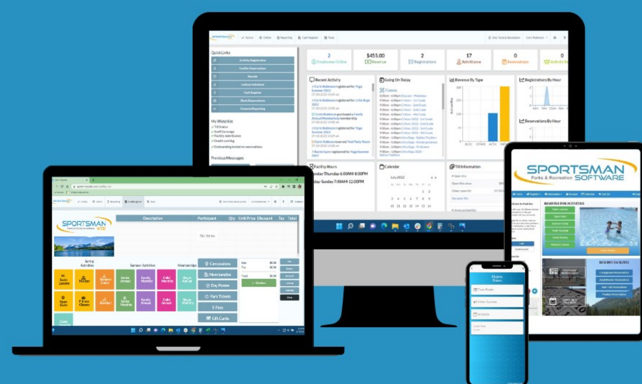
Peak Software Systems, Inc.
Solution Proposal and Agreement for
Orange Beach Golf Center
August 2024

SPORTSMAN WEB
Parks & Recreation Software

(801) 572-3570
sportsmancloud.com

INTEGRATED PARKS AND RECREATION SOFTWARE

TO HELP YOU SERVE YOUR COMMINUTY



Serving Parks and Rec Since 1993

Cloud Based Web Accessible
Facility Reservations
Membership Management
Online Registration
Activity Registration
Reporting
Admittance Control
Attendance Tracking
Point of Sale
Inventory Control
Patron Communication
Payment Processing
Event Ticketing
Golf Management
Rentals

Peak Software Systems, Inc.
45 West 9000 South, Suite 2
Sandy, UT 84070

Email: sales@peakinfo.com
Web: www.sportsmancloud.com
Voice: (801) 572-3570

Sportsman Software Pricing for Orange Beach Golf Center

Thank you for your interest in Sportsman. We are providing the following proposal for your consideration.

We are happy to schedule a conference call to review features and pricing described below and answer any additional questions you have about Sportsman. You can review features at www.SportsmanCloud.com

Annual Renewal Existing License:	**License and Service Contract Period:**	**Current Sportsman Licensed Modules:**	**Existing Sportsman License Renewal Cost:**
License Includes: _7_ concurrent users Unlimited computer installations, **unlimited online and phone technical support and training,** as well as all Sportsman Cloud enhancements and updates.	10/31/2024 - 10/30/2025	Sportsman SQL Core Membership Point of Sale	$1,005 $655 $655
License Renewal Cost Total—Existing License			$ 2,315.00

Proposed Implementation and Licensing Cost for Additional Module and Equipment

Patron Login and Online Registration	Customize your ActivityReg patron website for convenient registrations, reservations and payments over pc, tablet or phone. Community members will be able to see what's happening and quickly sign up to participate. Patrons can also log in and can keep track of their activities and manage their household information.	Implementation Cost: Prorated License Cost: 12 Month License Cost:	$600.00 $174.00 $945.00
Cloud Hosting:	Cloud Hosting includes automatic backups, security and reliability. You benefit from the flexibility of using Sportsman at the outdoor pool, the day camp, or other remote sites.	Implementation Cost: Prorated License Cost: 12 Month License Cost:	$0.00 $215.00 $1,225.00

Implementation Cost for additional Module(s) / Cloud Hosting (one-time) **Prorated License Cost for Additional Module(s) / Cloud Hosting**	$600.00 $389.00
Grand Total—Additional Modules/Cloud Hosting:	**$ 989.00**
Total license cost at renewal (10/31/2024)	$4,485.00

Peak Software Systems, Inc.
45 West 9000 South, Suite 2
Sandy, UT 84070

Email: sales@peakinfo.com
Web: www.sportsmancloud.com
Voice: (801) 572-3570

Agreement for Services & Equipment Purchases

This Agreement, when properly executed, becomes a binding contract between **Peak Software Systems, Inc. (*Peak*) and <u>Orange Beach Golf Center</u> (Client).** *Peak* agrees to provide the services as defined herein to *Client*. *Peak* will maintain the confidentiality of *Client's* intellectual property.

Sportsman SQL is the sole property of *Peak.* The software license for Sportsman SQL is valid upon signature of this agreement and payment of the annual or semi-annual Sportsman SQL Customer Care Fee. Services included in the Agreement are updates, technical support, help desk support, and database consultation. The *Client* agrees to remain current with renewal of the Sportsman SQL Customer Care Plan while continuing use of the Sportsman SQL software. *Peak* will provide a mechanism to notify the *Client* of the Sportsman SQL Customer Care Plan renewal 30 days prior to expiration. License fees and related charges are subject to increase upon renewal.

Upon signature of this agreement *Peak* can begin installation and implementation with *Client*.

EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, PEAK SOFTWARE SYSTEMS, INC. GRANTS NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, REGARDING THE SOFTWARE, OR THEIR FITNESS FOR ANY PURPOSE. IN NO EVENT SHALL PEAK SOFTWARE SYSTEMS, INC. BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES FOR BREACH OF WARRANTY.

Peak Software Systems Inc.	**<u>Orange Beach Golf Center</u>**
By: BriAnne Bauman	By: ______________________
Title: Business Manager	Title: ______________________
Date: 08/27/2024	Date: ______________________
Signature: BriAnne Bauman	Signature: ______________________

REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 17, 2024

Departments: City Clerk

Description of Topic: Resolution accepting a proposal from ThreatAdvice Security Services, LLC, to connect the Field House and Batting Cage Buildings at the Sportsplex to the fiber network in the amount of $19,280.90. (GS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 10-01-24 24-xxx Accept Proposal Threat Advice Sportsplex Fiber Field House Batting Cages
2. 2024.09.05 Quote - Parks Sportsplex - ThreatAdvice Fiber Field House Batting Cages

RESOLUTION NO. 24-xxx

A RESOLUTION ACCEPTING A PROPOSAL FROM THREATADVICE SECURITY SERVICES, LLC TO CONNECT THE FIELD HOUSE AND BATTING CAGE BUILDINGS AT THE SPORTSPLEX TO THE FIBER NETWORK IN THE AMOUNT OF $19,280.90

FINDINGS:

1. The City's Construction Manager has solicited professional service proposals to connect new buildings at the Sportsplex to the fiber network.
2. The City's IT Consultant has recommended acceptance of a proposal submitted by ThreatAdvice Security Services, LLC, based on lowest cost and best value.
3. After having reviewed the proposal, 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 proposal, per Quote No. 010852 dated September 5, 2024, in substantially the form and of substantially the content now before the Council between the City of Orange Beach and ThreatAdvice Security Services, LLC, as an act for and on behalf of the City of Orange Beach, subject to final approval by the City Attorney;
2. That the City Council authorizes a one-time payment in the amount of $19,280.90 and recurring monthly payments of approximately $110.00 for a 36 month term to ThreatAdvice Security Services, LLC, to complete the service proposals as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 1st DAY OF OCTOBER, 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 October 1, 2024.

____
City Clerk

We have prepared a quote for you

Orange Beach Sportsplex Fiber Project

Quote # 010852
Version 3

Prepared for:

City of Orange Beach

Renee Eberly
reberly@orangebeachal.gov

FIber Installation/Repair _ Scope of Work

Installation and Configuration of Connecting Locker Room and Batting Cage Buildings to Existing Fiber Network

I. Project Overview:

This project focuses on the installation and configuration of outdoor wireless access points (WAPs) to improve network connectivity in the designated outdoor spaces of the client's premises. The scope includes the delivery of necessary materials and equipment, installation of wireless access points, network configuration, testing, and training.

II. **Scope of Work:**

1. Site Survey and Planning
2. Conduct a comprehensive site survey to understand the layout of the premises, identify optimal locations for the installation of the WAPs, and evaluate potential challenges and requirements.
3. Procurement of Materials and Equipment
    a. Purchase necessary wireless access points and related network hardware, including switches, mounting brackets, cables, and power supplies.
4. Installation of Wireless Access Points
    a. Physically install the WAPs in the predetermined locations, ensuring they are secure, and correctly oriented for optimal signal coverage.
    b. Install necessary network cabling, ensuring the cables are properly secured and protected from environmental factors.
5. Network Configuration
    a. Configure the wireless access points with appropriate SSIDs, security protocols, and other required network settings.
    b. Set up necessary VLANs and IP address allocations.
    c. Integrate the new WAPs into the existing network infrastructure.
6. Testing and Troubleshooting
    a. Conduct comprehensive network testing to ensure proper functioning of the WAPs and overall network connectivity.
    b. Troubleshoot any connectivity issues, optimizing the WAP settings as necessary.
7. Training and Documentation
    a. Provide training to designated IT staff on the management and maintenance of the new WAPs.
    b. Develop and deliver complete documentation of the installation and configuration process, including network diagrams, equipment list, and configuration details.
8. Post-Implementation Support
    a. Provide ongoing technical support for a specified period after the implementation, to address any potential issues or queries.

III. **Project Deliverables:**

1. Site Survey and Network Design Plan.
2. Purchased WAPs and related network equipment.
3. Installed and configured wireless access points.
4. Complete project documentation.

FIber Installation/Repair _ Scope of Work

5. Post-implementation support for a predetermined period.

Please note that this Scope of Work might be subjected to changes depending on specific needs and constraints at the site, the complexity of the current network infrastructure, and other unforeseen factors.

Connect field house locker room and batting cage building to main concession building:

- Underground bore consisting of 425’ of 1.25” conduit
- 650” 12-strand single mode indoor/outdoor fiber optic cable
- 2 wall mount enclosures with LC panels
- 1 panel for existing enclosure
- 12-strand single mode LC pigtails
- 4 2-meter LC/LC single mode patch cables
- To add 4 category 6 network outlets for wireless access points
- Provide 2 12-port wall mounted category 6 patch panels
- Terminate 2 existing category 6 cables
- 6 3’ patch cables
- Tested and labeled

Fiber Project

Description	Qty	Price	Ext. Price
Fiber Installation Fee - Materials and Labor	1	$12,750.00	$12,750.00
		Subtotal:	**$12,750.00**

Bill of Materials

Description	Qty	Price	Ext. Price
Ubiquiti UniFi 16 Port POE Managed Switch - 8x GigE 802.3at PoE+ Ports - 8x GigE Ports - 2x 1G SFP Ports - 42W PoE Budget - 1.3" Touchscreen Display - 1 Year Warranty 	2	$423.45	$846.90
WatchGuard AP330 Wireless Access Point - Wi-Fi 6 2x2 Radios - 2x2 Dedicated Scanning Security Radio - Dual Band - 802.3at (PoE+) - 1/2.5 GigE Port	4	$516.00	$2,064.00
WatchGuard Standard Wi-Fi Management License - 3 Years - Cloud Managed - 24/7 Support and Warranty	4	$125.00	$500.00
		Subtotal:	**$3,410.90**

Bill of Materials - Professional Services

Description	Qty	Price	Ext. Price
ThreatAdvice Professional Services	16	$195.00	$3,120.00
		Subtotal:	**$3,120.00**

5000 Research Court, STE 750
Johns Creek, GA 30024

Managed Secure Services

Description	Qty	Recurring	Ext. Recurring
SecureGuard Managed Advanced - Switching - Unlimited Remote Support * - 24/7/365 NOC Services - 24/7/365 SOC Services (NG-SIEM, MDR, EDR) - Advanced Network Monitoring - Patch/Firmware Management **	2	$105.00	$210.00
SecureGuard Managed Advanced - Wireless AP - Unlimited Remote Support * - Unlimited Onsite Support (as required) * - Emergency On-call Support ** - 24/7/365 NOC Services - 24/7/365 SIEM/SOC Services - Advanced Network Monitoring - Patch/Firmware Management ***	4	$15.00	$60.00
Discount Managed Services Secure	1	($160.00)	($160.00)
* 8AM to 6PM M-F EST (Excluding ThreatAdvice Holidays) ** May be billable at prevailing rates *** Must be under warranty/current subscription			

Monthly_3Y Subtotal: **$110.00**

Orange Beach Sportsplex Fiber Project

Prepared by:

ThreatAdvice Security Services, LLC
Jay Fitzpatrick
251-401-4788
jfitzpatrick@threatadvice.com

Prepared for:

City of Orange Beach
PO Box 458
Orange Beach, AL 36561
Renee Eberly
2519816806
reberly@orangebeachal.gov

Quote Information:

Quote #: 010852
Version: 3
Delivery Date: 09/05/2024
Expiration Date: 09/30/2024

Quote Summary

Description	Amount
Fiber Project	$12,750.00
Bill of Materials	$3,410.90
Bill of Materials - Professional Services	$3,120.00
Total:	**$19,280.90**

Monthly_3Y Expenses Summary

Description	Amount
Managed Secure Services	$110.00
Monthly_3Y Total:	**$110.00**

Payment Options

Description	Payments	Interval	Amount
Term Options			
3 Year Agreement	36	Monthly	$110.00
	1	One-Time	$19,280.90

Any products or services discussed with any ThreatAdvice employee written or verbally that are not specifically included within the proposal bill of materials, executive summary or SOW are not included in this agreement and may result in additional charges. ThreatAdvice reserves the right to cancel orders due to issues from pricing or other errors.

By Signing Below, customer is acknowledging and accepting ThreatAdvice's terms and conditions for this proposal.

5000 Research Court, STE 750
Johns Creek, GA 30024

ThreatAdvice Security Services, LLC		City of Orange Beach	
Signature:		Signature:	
Name:	Russell Taylor	Name:	Renee Eberly
Title:	President	Title:	City Clerk / Procurement Officer
Date:		Date:	

ITEM 6.

REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 17, 2024

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a task order with Watermark Design Group, LLC, to provide design, bid, and construction administration services for roof replacement at the Expect Excellence Music Building following the April 10, 2021, hailstorm in an amount not to exceed $15,200. (GS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 10-01-24 24-xxx Authorize Task Order Watermark Design Group Expect Excellence Music Building
2. 2024.09.09 Task Order Watermark Design Group Expect Excellence Music Building

RESOLUTION NO. 24-xxx

A RESOLUTION AUTHORIZING EXECUTION OF A TASK ORDER WITH WATERMARK DESIGN GROUP, LLC TO PROVIDE DESIGN, BID, AND CONSTRUCTION ADMINISTRATION SERVICES FOR ROOF REPLACEMENT AT THE EXPECT EXCELLENCE MUSIC BUILDING FOLLOWING THE APRIL 10, 2021, HAILSTORM IN AN AMOUNT NOT TO EXCEED $15,200

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 23-165, adopted September 5, 2023, approved a contract with Watermark Design Group, LLC, to perform certain professional architectural services ("the Contract").
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The City's Construction and Facilities Manager has submitted the Task Order attached as Exhibit A for Council approval.
4. The proposed Task Order requires Watermark Design Group, LLC, to provide services for design, preparation of documents for bidding, permitting and construction, and services for construction phase administration and observation for the purpose of replacing the Expect Excellence Music Building roof damaged by the hailstorm on April 10, 2021.
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 Watermark Design Group, LLC, on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed $15,200.00 to Watermark Design Group, LLC, to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 1st DAY OF OCTOBER, 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 October 1, 2024.

____
City Clerk

TASK ORDER AUTHORIZATION
TASK ORDER NO. 2024-02

CITY OF ORANGE BEACH ALABAMA
PERFORMANCE CONTRACT

ARCHITECTURAL SERVICES

This Task Order shall be for Architectural services as required for exterior renovations and roof replacement design, documentation, permitting, bidding and construction administration of the City's roughly 4,500 square foot Music Building. Bid and construction phase administration and construction phase observation will be provided to assist the City in managing the project, reviewing the work for compliance with the contract and close-out of the construction contract (see Exhibit A for Scope of Work and Fee Proposal).

The cost for completing this Task Order shall be a Lump Sum, not to exceed the amount of **fifteen thousand, two hundred dollars and 00/100 ($15,200.00).**

Additional Services as directed by the City of Orange Beach will be as provided for in the Watermark Design Group, LLC currently approved Professional Services Agreement with the City.

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

Exhibit A – Task Order 2024-02 Scope of Work and Fee Estimate

---

OFFERED BY CONSULTANT

John A. McArthur, III	Watermark Design Group, LLC
Representative's Printed Name	Firm Name
JAMcA III	President, Principal Architect
Signature	Title
09-09-2024	
Date	

RECOMMENDED FOR APPROVAL

Name	Title
Signature	Date

APPROVED BY CITY OF ORANGE BEACH

Name	Title
Signature	Date

EXHIBIT A

CITY OF ORANGE BEACH ALABAMA
TASK ORDER NUMBER 2024-02

SCOPE OF WORK

SCOPE OF WORK:

At the request of the City of Orange Beach, this proposal is for roof replacement and new fascia designs for the ±4,500 square foot Music Building located at 4951 Walker Ln, Orange Beach, AL 36561. The design coordination and required documentation will be produced for permitting, bidding and construction of the roof replacements and exterior fascia for the facility. Bidding support, construction phase administration, and construction phase observation will be provided to assist the City in managing the project, reviewing the work for compliance with the documents, and close-out of the contract.

Specific tasks to be completed include:

1. Design/Document Preparation:
   Drawings:
      Drawings will be produced including demolition plans, renovation plans, and project specific details.

   Project Manual:
      A Project Manual will be produced including "Front End" Bidding and Contract requirements and technical specifications.
2. Submit design documents to the City of Orange Beach for review by staff and permit review. Coordinate as needed for approval of the Authority Having Jurisdiction.
3. Assist the City with distribution of documents to bidders, coordination of response to RFIs and clarifications, and receipt of bids.
4. Assist City with award and execution of the Construction Contract.
5. Construction Administration Services:
   Coordination of regular Owner, Architect, Contractor (OAC) meetings and intermittent inspections as required to insure conformance with the Contract requirements.

   Review submittals, shop drawings, pay applications.

   Assist the City with project closeout.

FEE PROPOSAL

The cost for completing this Task Order shall be a Lump Sum, not to exceed the amount of **fifteen thousand, two hundred dollars and 00/100 ($15,200.00).**

The Fee will be Lump-Sum based on a percentage of the estimated construction cost for the scope of work with reduction considerations given for redundancy of documentation and services that will be common for all projects. Percentage rates will be based on the latest edition of the Alabama Division of Construction Management "Determination of Basic Fee or Basic Fee Rate for Design Professional Services" and adjusted as noted above.

Printing of documents for permitting and bidding will be charged as a reimbursable expense based on the schedule of fees and services that are included within Watermark's approved Professional Services Agreement with the City.

All work shall be performed in accordance with Watermark Design Professional Services Agreement with the City of Orange Beach.

End of Exhibit A

REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 17, 2024

Departments: Community Development

Description of Topic: Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0901-PUDA-24, Fish Camp Landing PUD, Updated Marina Plan. (Suggested date 10/15/2024) (GP)

Background/Description: The Fish Camp Condominium Owners Association requests approval of a minor amendment to the Fish Camp Landing PUD Master Plan to update and expand the marina to 52 slips, allowing each of the 51 unit owners to have a slip. The property is located at 25777 West Perdido Avenue.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:
None

REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 17, 2024

Departments: Community Development

Description of Topic: Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0902-PUDA-24, Columbia Southern University PUD, Sign Amendment. (Suggested date 10/15/2024) (GP)

Background/Description: Columbia Southern University requests approval of a minor modification to the Columbia Southern University PUD Master Plan to enhance its freestanding sign along the Foley Beach Express. The property is located at 21982 University Lane.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:
None