



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

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

REGULAR CITY COUNCIL MEETING AGENDA

I. Call to Order

II. Invocation

III. Pledge of Allegiance

IV. Roll Call

V. Consideration of Agenda

VI. Consideration of Previous Minutes

1. Work Session 11/19/2024
2. Regular Council Meeting 11/19/2024
3. Committee of the Whole 11/19/2024

VII. Reports of Officers/Committees

1. Finance Director's Report

VIII. Auditing of Accounts

1. Vendor Checks

IX. Presentation(s)

X. Recognitions

XI. Unfinished Business

Miscellaneous

Resolutions

1. Resolution authorizing execution of an amendment to the professional services agreement with EnCompass360, Inc., for grant writing.

2. Resolution awarding the Request for Proposals for program administration services for the First Responders Safe Room project to EnCompass360, Inc.

Ordinances

XII. New Business

Miscellaneous

1. Approval of a Lounge Retail Liquor Class II (Package) License Application by SAI MURTI LLC for Legacy Spirits 3, 4593 Main Street, Suite C102.
2. Approval of a Special Retail (More than 30 Days) Liquor License Application by Sun TRS Pandion Ridge LLC for Sun Outdoors Orange Beach, 22800 Canal Road.

Resolutions

1. Resolution appropriating funds to the Gulf Shores Airport Authority in an amount not to exceed \$75,000 for FY2025.
2. Resolution authorizing execution of a performance contract with Baldwin County Economic Development Alliance, Inc.
3. Resolution authorizing execution of a professional services agreement with Socialize Your Bizness, Inc., for social media consulting and marketing services.
4. Resolution authorizing execution of a professional services agreement with Van Scoyoc Associates for consulting services.
5. Resolution authorizing execution of a professional services agreement with Bob Riley and Associates, LLC, for lobbying services.
6. Resolution authorizing execution of a professional services agreement with Chris Litton for various special services.
7. Resolution to update the list of volunteer firefighters and reserve police officers covered under workers' compensation insurance.
8. Resolution authorizing payment of up to \$3,000 to the Coastal Alabama Business Chamber for the Annual Electronic Recycling and Paper Shred Event.
9. Resolution authorizing execution of a second amendment to the grant award agreement with the National Audubon Society for the stewardship of Coastal Alabama beach nesting bird habitat.
10. Resolution authorizing execution of a second amendment to the implementation agreement with the Alabama Department of Conservation and Natural Resources for the Coastal Alabama Sea Turtle Triage Restoration Project.
11. Resolution authorizing the execution of amendment four to the subaward grant agreement with the Alabama Department of Conservation and Natural Resources for the RESTORE Act

state expenditure plan funded expansion of the Orange Beach Wildlife Rehabilitation and Education Program.

12. Resolution authorizing the execution of a performance contract with Callie Perez for the bracelet making instruction at the Senior Center.
13. Resolution authorizing the purchase of Cardiac Monitors/Defibrillators for the Fire Department through the NPPGov purchasing cooperative from ZOLL Medical Corporation in the amount of \$652,164.56.
14. Resolution authorizing the execution of retainer agreements for outside counsel for the City of Orange Beach for 2025.
15. Resolution authorizing the execution of a right-of-way franchise agreement with Brightspeed of Southern Alabama, LLC.
16. Resolution authorizing execution of a medical services agreement with Southern Rapid Healthcare, Inc.
17. Resolution authorizing execution of a medical services agreement with South Baldwin Medical Group, dba Baldwin Health Primary and Urgent Care - Orange Beach.
18. Resolution appointing members to the Employees' Leave Bank Committee.
19. Resolution authorizing the sole source purchase of a Lifeguard Tower from Bausch Enterprises, Inc., for the Surf Rescue Division of the Fire Department in an amount not to exceed \$88,810.
20. Resolution authorizing execution of an agreement with VITALExam, LLC, for comprehensive medical exams for Orange Beach Fire Department personnel.
21. Resolution declaring certain personal property owned by the City of Orange Beach as surplus and unneeded and authorizing the Mayor and City Clerk to dispose of such property.
22. Resolution awarding the bid for Canal Road Sidewalks from Oak Street to William Silvers Parkway to PL Russell LLC in an amount not to exceed \$386,898.94.
23. Resolution awarding the bid for Two Personal Watercrafts with Two Single Trailers for the Fire Department to Chaves Brothers Management, LLC, in the amount of \$49,398.
24. Resolution awarding the bid for Solar Powered Trailers to Rural Power Systems Inc. in the amount of \$28,999 for one solar powered trailer.
25. Resolution awarding the bid for a Vehicle for the Police Department to Family Ford, Inc., dba Hardy Family Ford, in the amount of \$78,260.
26. Resolution awarding the bid for Pest Control for various city facilities to Guardian Pest Services, Inc., dba Knox Pest Control, per unit pricing for a maximum term of three years.

27. Resolution authorizing the purchase of Lighting for Baseball Fields 1 and 9-12 at the Sportsplex through the Sourcewell purchasing cooperative from Musco Sports Lighting, LLC, in the amount of \$477,500.
28. Resolution authorizing the City of Orange Beach, Alabama, to levy taxes within its Police Jurisdiction.
29. Resolution authorizing the execution of a performance contract with Severance Security Services, LLC, for a public safety training initiative.

Public Hearings

Ordinances

1. First Reading - Ordinance amending Chapter 42, Article II, Division 2, Section 42-41(d) of the Code of Ordinances for the City of Orange Beach, Alabama, to remove the adoption of Appendix "M" of the 2021 International Fire Code.

XIII. Public Comments

XIV. Adjourn

**MINUTES OF
ORANGE BEACH CITY COUNCIL
WORK SESSION
NOVEMBER 19, 2024 – 11:00 A.M.
COASTAL ARTS CENTER**

The Orange Beach City Council met on October 30, 2024, at 11:34 A.M. with Mayor Tony Kennon presiding.

The following members were present:

Councilmember Jeff Silvers
Councilmember Jerry Johnson
Councilmember Annette Mitchell
Councilmember Jeff Boyd
Mayor Tony Kennon – Arrived at 12:08 P.M.

The following members were absent:

Councilmember Joni Blalock

The following items were discussed:

1. HR hiring update.
2. Staffing update.
3. Community Development Department update.
 - a. Personnel.

Mayor Kennon arrived at 12:08 P.M.

- b. Construction noise regulations.
 - c. Sidewalk requirements on Perdido Beach Boulevard.
 - d. Ongoing development projects.
 - e. Fencing regulations.
 - f. Sign regulations.
4. Proposal by Dr. Francez, cardiologist, for employee scans.
5. Orange Beach Mako Cheerleaders 4A State Championship.
6. Annexation request by Tyler Goodwin, Richard and Maury Cobb.
7. Possible deannexation of land.
8. Performing Arts Center rental request.
9. Potential purchase of real property.
10. Southern Rapid Care employee healthcare contract.
11. Work session scheduled for December 17, 2024, at 2:00 P.M.
12. Scheduling of a joint work session with the Orange Beach City School Board.

There being no further business, the meeting adjourned.

Time: 4:03 P.M.

APPROVED this 17th day of December, 2024.

Renee Eberly
City Clerk

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
NOVEMBER 19, 2024 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 4:59 P.M.
- II. INVOCATION** Pastor Barry Britt, Oasis Church at the Wharf
- III. PLEDGE OF ALLEGIANCE** Hayes Wheat, Expect Excellence Intern
- IV. ROLL CALL**

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

Absent: Councilmember Joni Blalock

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Work Session	10/15/2024
Solid Waste Authority Meeting	10/15/2024
Regular Council Meeting	10/15/2024
Committee of the Whole	10/15/2024
Work Session	10/30/2024

The reading was waived and minutes were approved as written.

VII. REPORTS OF OFFICERS/COMMITTEES

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

14. Mayor/Council

Councilmember Jerry Johnson announced that the Orange Beach Mako Cheerleaders have won the 2024 4A State Championship. There will be a community celebration at the Performing Arts Center on Thursday, November 21, 2024, at 9:00 A.M.

VIII. AUDITING OF ACCOUNTS

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

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

IX. PRESENTATIONS

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

Ordinances

1. Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0901-PUDA-24, Fish Camp Landing PUD, Updated Marina Plan. **Motion made (Johnson/Silvers) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Boyd, aye; Kennon, aye. **Motion passed. (5-0).**
2. Second Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1101-PUDA-24, Saltwater Cottages PUD, POA Sidewalk. **Motion made (Silvers/Johnson) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Boyd, aye; Kennon, aye. **Motion passed. (5-0).**

XII. NEW BUSINESS

Miscellaneous

1. Approval of a Special Events Retail Liquor License Application by Bottles Up Mobile, Inc, for the "Baldwin EMC Christmas Party" event to be held December 7, 2024, at the Orange Beach Event Center, 4671 Wharf Parkway West. **Motion made (Silvers/Mitchell) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**

Resolutions

1. Resolution providing for tax exemption on hearing instruments effective December 1, 2024, to September 30, 2029. **Motion made (Mitchell/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution extending the entertainment district at SanRoc Cay Marina / Perdido Beach Resort. **Motion made (Silvers/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution extending the entertainment district at The Wharf. **Motion made (Mitchell/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution approving the Fiscal Year 2025 Budget for the City of Orange Beach, including the transfer of special revenue funds to general fund for special revenue fund projects. **Motion made (Boyd/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

5. Resolution authorizing an additional one-time payment to city employees for future services. **Motion made (Mitchell/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution authorizing execution of amendments to the enrollment agreement with Blue Cross Blue Shield of Alabama to renew the employee health plan. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
7. Resolution declaring six in-car cameras owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to the Town of Elberta. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
8. Resolution declaring a stationary bike owned by the City of Orange Beach surplus and unneeded and authorizing the donation of said property to the Orange Beach Board of Education. **Motion made (Mitchell/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
9. Resolution authorizing execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical testing and engineering services for Pickleball Courts in an amount not to exceed \$6,555. **Motion made (Boyd/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
10. Resolution authorizing execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical testing and engineering services for a First Responder Safe Room in an amount not to exceed \$3,810. **Motion made (Silvers/Mitchell) 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 Shooting Range Additions in an amount not to exceed \$3,810. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
12. Resolution authorizing execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical testing and engineering services for a Veterans Memorial in an amount not to exceed \$3,810. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
13. Resolution accepting a proposal from ThreatAdvice Security Services, LLC, to connect the Police Department Modular Offices to the fiber network in the amount of \$9,533.33. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
14. Resolution authorizing the purchase of stop loss insurance for the City of Orange Beach, FY2025. **Motion made (Silvers/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
15. Resolution authorizing execution of a software subscription agreement with Codex Corp, dba Guardian RFID, for inmate records management. **Motion made (Mitchell/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

Ordinances

1. First Reading – Ordinance approving the petition for annexation of property into the City of Orange Beach, Alabama, by Holmes Family LLC. **Motion made (Silvers/Boyd) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Boyd, aye;

Kennon, aye. **Motion passed. (5-0). Motion made (Mitchell/Boyd) to adopt the ordinance.**
Roll call vote revealed: Silvers, nay; Johnson, nay; Mitchell, nay; Boyd, nay; Kennon, nay.
Motion failed. (0-5).

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:14 P.M.

APPROVED this the 17th day of December, 2024.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
NOVEMBER 19, 2024 – 5:14 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the December 3, 2024, agenda.

The following members were present:

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

The following members were absent:

Councilmember Joni Blalock

The following items were discussed:

1. Resolution authorizing the City to host community events for the benefit of citizens and visitors of the City of Orange Beach during 2025.
2. Resolution authorizing execution of a professional services agreement with Lauren McCaghren for dance instruction for "Shrek the Musical".
3. Resolution authorizing execution of an amendment to the professional services agreement with EnCompass360, Inc., for grant writing.
4. Resolution awarding the Request for Proposals for program administration services for the First Responders Safe Room project to EnCompass360, Inc.
5. Resolution authorizing the purchase of a Farm Tractor for the Coastal Resources Department through Sourcewell from Parish Tractor Company, LLC, in the amount of \$108,812.10.
6. Resolution authorizing execution of a right-of-way franchise agreement with MCImetro Access Transmission Services, LLC.
7. Resolution authorizing the renewal of a right-of-way franchise agreement with Mediacom Southeast, LLC.
8. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance , Case No. 1104-PUD-24, Roscoe Road Townhouses PUD. Public hearing set for January 7, 2025, at 5:00 P.M.
9. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1005-PUD-24, Saltwater Cottages II PUD on December 3, 2024, at 3:00 P.M.

Public Comments:

None

There being no further business, the meeting adjourned.

Time: 5:17 P.M.

APPROVED this 17th day of December, 2024.

Renee Eberly
City Clerk

MAJOR REVENUE SOURCES COMPARATIVE STATEMENT						12.1.24							
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	599,331		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
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
SUBTOTAL	19,333,405	29,561,458	6,823,587	2,472,893	603,448	4,317,021	624,047	98,165	1,686,892	42,749	3,738,532	1,105,416	70,407,615
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	120.83%	93.85%	37,573,181	247.29%	150.86%	78.49%	94.55%	109.07%	112.46%	71.25%	135.95%	85.03%	115.88%
sub%total- A	95.59%	97.26%		90.11%	95.94%	66.31%	96.44%	95.10%	99.86%	95.07%	99.31%	95.12%	93.76%
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	1,883,589	2,737,916	1,173,392	200,144	72,223	17,928	63,020	9,779	45,988	3,710	39,955	170,026	6,417,670
OCT	1,341,240	2,012,963	862,699	177,877	52,191	158,222	39,988	7,792	91,882	2,801	45,884	61,065	4,854,604
NOV	1,606,514	2,116,371	907,016	222,823	49,730	828,813	47,046	8,783	14,636	2,881	32,883	507,806	6,345,302
DEC													
TOTAL	18,649,209	28,875,125	12,375,052	2,455,550	626,267	4,828,648	575,424	95,693	1,794,169	35,650	3,287,586	2,266,943	75,865,317
BUDGET	18,500,000	33,500,000	41,250,177	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	100.81%	123.13%		122.78%	125.25%	87.79%	87.19%	106.33%					

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 12/5/2024 to 12/18/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Check Run: 7397					
*****	12/05/2024	6340 CLAY-KING.COM, INC	Check	No	196.00
	Purchase Order #: 0	Voucher #: 157082	Invoice #: 10428B		196.00
	Invoice Description:	TO CORR CRDT TKN ERROR			
	430-682-659	RESALE INV/CENTER			196.00
Check Run 7397 Check Total					\$196.00
Check Run 7397 Update Only					\$0.00
Check Run 7397 Total					\$196.00
Check Run: 7398					
*****	12/18/2024	6719 A&B ELECTRIC CO OF MOBILE, INC	Check	No	505.00
	Purchase Order #: 0	Voucher #: 156779	Invoice #: 31258		505.00
	Invoice Description:	REPL WLL PK LTS			
	403-676-616	RPR/MAINT PLANT/BLDGS			505.00
*****	12/18/2024	7498 ADVANCE AUTO PARTS	Check	No	1,102.49
	Purchase Order #: 0	Voucher #: 156561	Invoice #: 2746		44.21
	Invoice Description:	STK MOWER BATTERY			
	001-210-516	SUPPLIES/OPERATING			44.21
	Purchase Order #: 0	Voucher #: 156562	Invoice #: 2747		106.10
	Invoice Description:	SSTK OIL STBLZR/ WPR FLD/ OIL			
	001-200-516	SUPPLIES/OPERATING			106.10
	Purchase Order #: 0	Voucher #: 156563	Invoice #: 3316		155.94
	Invoice Description:	STK OIL			
	404-677-510	GAS/OIL			155.94
	Purchase Order #: 0	Voucher #: 156564	Invoice #: 8270		442.53
	Invoice Description:	STK OIL/ DEF FLD			
	404-677-510	GAS/OIL			442.53
	Purchase Order #: 0	Voucher #: 156565	Invoice #: 8272		344.34
	Invoice Description:	STK BRK CLNR/ ANTFRZ/ OIL ABSRBNT			
	001-200-516	SUPPLIES/OPERATING			344.34
	Purchase Order #: 0	Voucher #: 156969	Invoice #: 2807		9.37
	Invoice Description:	STK CLAMP			
	001-210-516	SUPPLIES/OPERATING			9.37
*****	12/18/2024	7001 AGROMAX, LLC	Check	No	1,828.60
	Purchase Order #: 0	Voucher #: 156566	Invoice #: 23617		1,828.60
	Invoice Description:	HRBICD/ FRTLZRS/ FNGICD			
	001-210-620	RPR/MAINT GROUNDS			1,828.60
*****	12/18/2024	718 AIRGAS, INC	Check	No	927.55
	Purchase Order #: 0	Voucher #: 156780	Invoice #: 5512664824		927.55
	Invoice Description:	MED O2 CYLNR RENT			
	001-175-614	RENTALS			927.55
*****	12/18/2024	3115 ALABAMA 811	Check	No	968.88
	Purchase Order #: 0	Voucher #: 156781	Invoice #: 1124037		968.88
	Invoice Description:	MONTHLY PARTICIPATION			
	403-676-612	PROFESSIONAL FEES			968.88
*****	12/18/2024	3778 ALABAMA INTERACTIVE, LLC	Check	No	75.00
	Purchase Order #: 0	Voucher #: 156782	Invoice #: 5337962		75.00
	Invoice Description:	NOV 2024			

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-001-612 PROFESSIONAL FEES			75.00
*****	12/18/2024	3436 AL LAW ENFORCEMENT AGENCY	Check	No	900.00
	Purchase Order #: 0	Voucher #: 156970	Invoice #: 25000000082		900.00
	Invoice Description: DEC 2024 SLIP RENT				
	001-100-614 RENTALS				900.00
*****	12/18/2024	135 AL PEACE OFFICERS ASSOC	Check	No	1,360.00
	Purchase Order #: 0	Voucher #: 156971	Invoice #: 102A		1,360.00
	Invoice Description: '24 MBRSHPS: 68				
	001-100-608 DUES/MEMBERSHIP/SUBSCRIPT				1,360.00
*****	12/18/2024	6708 ALTAPOINTE HEALTH SYSTEMS INC	Check	No	250.00
	Purchase Order #: 0	Voucher #: 156783	Invoice #: 241114		250.00
	Invoice Description: D RIEBEN				
	001-100-612 PROFESSIONAL FEES				250.00
*****	12/18/2024	7828 AMAZON CAPITAL SERVICES, INC	Check	No	13,115.24
	Purchase Order #: 0	Voucher #: 156567	Invoice #: 1339-JNNC-RHVX		159.95
	Invoice Description: #768 BACKUP CMRA/ TOW STRAPS				
	001-200-516 SUPPLIES/OPERATING				159.95
	Purchase Order #: 0	Voucher #: 156568	Invoice #: 146R-4QHL-69FL		29.33
	Invoice Description: DOOR KNOB STPPRS/ iPHN CASE				
	001-175-516 SUPPLIES/OPERATING				29.33
	Purchase Order #: 0	Voucher #: 156569	Invoice #: 14J6-R76N-RKK9		59.00
	Invoice Description: ICE BAGS				
	001-410-516 SUPPLIES/OPERATING				59.00
	Purchase Order #: 0	Voucher #: 156570	Invoice #: 16NW-447J-4LX4		224.99
	Invoice Description: BTTRY JUMP STRTR				
	001-410-507 EQUIPMENT/SMALL				224.99
	Purchase Order #: 0	Voucher #: 156571	Invoice #: 17GC-YM1K-G91V		62.08
	Invoice Description: iPHN CASES				
	001-200-516 SUPPLIES/OPERATING				62.08
	Purchase Order #: 0	Voucher #: 156572	Invoice #: 1CRX-61PM-1V44		113.76
	Invoice Description: STK SPKR WIRE				
	001-210-516 SUPPLIES/OPERATING				113.76
	Purchase Order #: 0	Voucher #: 156573	Invoice #: 1D3K-DHFC-43RJ		103.99
	Invoice Description: CRDLSS PRSSR WSHR GUN				
	001-210-516 SUPPLIES/OPERATING				103.99
	Purchase Order #: 0	Voucher #: 156574	Invoice #: 1DP6-HM69-3LKP		409.44
	Invoice Description: BIZ LCNS RNWL PPR				
	001-020-516 SUPPLIES/OPERATING				409.44
	Purchase Order #: 0	Voucher #: 156575	Invoice #: 1GV1-CPMG-9Q6T		31.92
	Invoice Description: OUT OF OFC SIGNS				
	001-175-507 EQUIPMENT/SMALL				31.92
	Purchase Order #: 0	Voucher #: 156576	Invoice #: 1J3F-CHGM-YC1P		18.92
	Invoice Description: STK MWR VLV STEM CAPS				
	001-210-516 SUPPLIES/OPERATING				18.92
	Purchase Order #: 0	Voucher #: 156577	Invoice #: 1J77-1V4N-JFMY		521.42
	Invoice Description: TBL-CHRS/ SHOES/ JCKT				
	001-410-507 EQUIPMENT/SMALL				268.89
	001-410-540 UNIFORMS				252.53
	Purchase Order #: 0	Voucher #: 156578	Invoice #: 1KTR-DNF6-QWV4		47.48
	Invoice Description: SHORTS				
	001-410-540 UNIFORMS				47.48

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Check Register for 12/5/2024 to 12/18/2024 & 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 #: 156579	Invoice #: 1M9M-7XMR-FJ31		70.18
Invoice Description:	WTR BTL FLLR FLTR				
001-410-652	STATE PARK EXPENSES			70.18	
Purchase Order #:	0	Voucher #: 156580	Invoice #: 1NN3-TMDF-F4VJ		234.96
Invoice Description:	SHORTS/ PANTS				
403-676-540	UNIFORMS			234.96	
Purchase Order #:	0	Voucher #: 156581	Invoice #: 1PFQ-4CX3-C4CL		208.96
Invoice Description:	FL STG BOXES				
001-175-507	EQUIPMENT/SMALL			208.96	
Purchase Order #:	0	Voucher #: 156582	Invoice #: 1RRQ-KC79-9P6V		239.94
Invoice Description:	STNLSS STL BAND STRAP				
001-200-516	SUPPLIES/OPERATING			239.94	
Purchase Order #:	0	Voucher #: 156583	Invoice #: 1V9P-HN17-64Y7		364.48
Invoice Description:	CMAS TREE/ LTS/ DECOR				
001-303-516	SUPPLIES/OPERATING			364.48	
Purchase Order #:	0	Voucher #: 156584	Invoice #: 1WJP-WYTV-4HPG		2,457.66
Invoice Description:	CMPTRS/ KYBRDS/ MICE				
001-100-618	RPR/MAINT EQUIP			2,457.66	
Purchase Order #:	0	Voucher #: 156784	Invoice #: 11WL-3KJC-Y79G		70.98
Invoice Description:	COPY PPR/ TEA KTTL/ SLTTD SPOON				
430-682-516	SUPPLIES/OPERATING			70.98	
Purchase Order #:	0	Voucher #: 156785	Invoice #: 13HF-CNXD-V64K		15.88
Invoice Description:	DSK CLNDR/ PLNNR				
001-304-516	SUPPLIES/OPERATING			15.88	
Purchase Order #:	0	Voucher #: 156786	Invoice #: 14J6-R76N-FKGG		792.52
Invoice Description:	PICKLE BALLS				
001-325-516	SUPPLIES/OPERATING			792.52	
Purchase Order #:	0	Voucher #: 156787	Invoice #: 14J6-R76N-VD9W		29.95
Invoice Description:	ELF ON THE SHELF				
001-304-516	SUPPLIES/OPERATING			29.95	
Purchase Order #:	0	Voucher #: 156788	Invoice #: 1C1X-GYRP-W133		17.60
Invoice Description:	CIRCLE CUTTER				
001-302-516	SUPPLIES/OPERATING			17.60	
Purchase Order #:	0	Voucher #: 156789	Invoice #: 1CFY-WLHL-JK4V		39.98
Invoice Description:	SWEATSHIRT				
001-410-540	UNIFORMS			39.98	
Purchase Order #:	0	Voucher #: 156790	Invoice #: 1DJH-XMGC-FL9D		126.73
Invoice Description:	ELCTRNC MTL CLNR PEN				
001-100-507	EQUIPMENT/SMALL			126.73	
Purchase Order #:	0	Voucher #: 156791	Invoice #: 1FMD-YXVW-YHKD		299.60
Invoice Description:	BSKTBLLS/ WRST SWTBNDS/ PNCLS				
001-301-516	SUPPLIES/OPERATING			299.60	
Purchase Order #:	0	Voucher #: 156792	Invoice #: 1GX4-THMM-JDPC		221.10
Invoice Description:	AA BTTRIES/ TRSH BAGS/ FEM BAGS				
411-681-513	SUPPLIES/JANITORIAL			107.79	
411-681-516	SUPPLIES/OPERATING			113.31	
Purchase Order #:	0	Voucher #: 156793	Invoice #: 1J1M-QJH7-F173		29.43
Invoice Description:	BSKTBLL SCORE BK				
001-301-516	SUPPLIES/OPERATING			29.43	
Purchase Order #:	0	Voucher #: 156794	Invoice #: 1JRW-7WYC-TYMX		266.48
Invoice Description:	CMAS TREE/ ELF HATS/ PRTY FVRS				
001-302-516	SUPPLIES/OPERATING			266.48	
Purchase Order #:	0	Voucher #: 156795	Invoice #: 1LQ7-TCCT-3Y3L		178.98

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City Of Orange Beach

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Check Register for 12/5/2024 to 12/18/2024 & 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> CMAS TREES					
	001-304-516	SUPPLIES/OPERATING			178.98
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156796	<i>Invoice #:</i> 1LRX-FKJT-7XG6		119.54
<i>Invoice Description:</i> BTTLT WTR/ MIXNG BWLS					
	430-682-516	SUPPLIES/OPERATING			119.54
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156797	<i>Invoice #:</i> 1NHX-PR3Y-YHHC		1,730.27
<i>Invoice Description:</i> CMPTR/ BLU-RAY DRV/ DVD COPIER					
	001-100-507	EQUIPMENT/SMALL			1,730.27
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156798	<i>Invoice #:</i> 1NHY-GDRN-K1CV		28.99
<i>Invoice Description:</i> iPHN CASE					
	001-410-516	SUPPLIES/OPERATING			28.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156799	<i>Invoice #:</i> 1NND-76RC-MM6K		-129.81
<i>Invoice Description:</i> CRDT- SHWR CRTRDG ASSMS					
	001-325-516	SUPPLIES/OPERATING			-129.81
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156800	<i>Invoice #:</i> 1NRN-3XY7-F9CQ		270.94
<i>Invoice Description:</i> INK/ COPY PPR					
	001-325-516	SUPPLIES/OPERATING			270.94
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156801	<i>Invoice #:</i> 1NRN-3XY7-QLNT		144.94
<i>Invoice Description:</i> TONER/ CORD ORGNZR/ CHRG CBL					
	001-300-516	SUPPLIES/OPERATING			144.94
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156802	<i>Invoice #:</i> 1NWJ-4RFC-39FF		135.59
<i>Invoice Description:</i> PRSSR WSHR MFFLR KIT					
	001-301-618	RPR/MAINT EQUIPMENT			135.59
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156803	<i>Invoice #:</i> 1QRG-VXDC-XHC6		32.91
<i>Invoice Description:</i> SURG PRTCTR					
	001-410-516	SUPPLIES/OPERATING			32.91
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156804	<i>Invoice #:</i> 1V43-94KM-FGD9		9.87
<i>Invoice Description:</i> FUSES KIT					
	001-614-731	GOMESA			9.87
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156805	<i>Invoice #:</i> 1VGV-CC7L-6G64		-94.07
<i>Invoice Description:</i> CRDT- BINGO CARDS					
	001-304-516	SUPPLIES/OPERATING			-94.07
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156806	<i>Invoice #:</i> 1X3N-JC7X-PYJQ		172.96
<i>Invoice Description:</i> BNGO CARDS/ BNGO SET					
	001-304-516	SUPPLIES/OPERATING			172.96
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156807	<i>Invoice #:</i> 1XMN-XTGY-YTQP		149.99
<i>Invoice Description:</i> UNDER DSK WLKNG PAD					
	403-676-516	SUPPLIES/OPERATING			149.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156972	<i>Invoice #:</i> 1CPY-GJX3-G674		89.60
<i>Invoice Description:</i> SCRTY ENVLPS- HR					
	001-001-516	SUPPLIES/OPERATING			89.60
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156973	<i>Invoice #:</i> 1CPY-GJX3-NJR1		-19.99
<i>Invoice Description:</i> 'SHRK' CRDT CSTM					
	001-375-636	PRODUCTION COST			-19.99
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156974	<i>Invoice #:</i> 1CRX-61PM-NKXH		-30.40
<i>Invoice Description:</i> 'SHRK' CRDT CSTM					
	001-375-636	PRODUCTION COST			-30.40
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156975	<i>Invoice #:</i> 1L3T-9PX4-MVKJ		-81.95
<i>Invoice Description:</i> 'SHRK' CRDT CSTMS					
	001-375-636	PRODUCTION COST			-81.95
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156976	<i>Invoice #:</i> 1LFR-RDNL-N4DH		-19.99
<i>Invoice Description:</i> 'SHRK' CRDT CSTM					
	001-375-636	PRODUCTION COST			-19.99

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 156977	Invoice #: 1LYG-H17H-1NDF		76.86
Invoice Description:		CEILING TILES			
001-604-710		POLICE STATION CONSTRUCTI		76.86	
Purchase Order #:	0	Voucher #: 156978	Invoice #: 1M9M-7XMR-MW6W		-14.99
Invoice Description:		'SHRK' CRDT CSTM			
001-375-636		PRODUCTION COST		-14.99	
Purchase Order #:	0	Voucher #: 156979	Invoice #: 1NCV-KHKH-JLGX		1,470.73
Invoice Description:		CMPTRS/ UTLTY CRT/ BALLS			
001-350-507		EQUIPMENT/SMALL		958.26	
001-350-516		SUPPLIES/OPERATING		512.47	
Purchase Order #:	0	Voucher #: 156980	Invoice #: 1NGQ-MGK7-19MQ		23.19
Invoice Description:		SPACE HTR			
001-001-516		SUPPLIES/OPERATING		23.19	
Purchase Order #:	0	Voucher #: 156981	Invoice #: 1NJH-G4KX-MY6V		-29.39
Invoice Description:		'SHRK' CRDT- CSTM			
001-375-636		PRODUCTION COST		-29.39	
Purchase Order #:	0	Voucher #: 156982	Invoice #: 1NKQ-FLHP-K7HW		607.85
Invoice Description:		CMAS LTS			
001-001-507		EQUIPMENT/SMALL		607.85	
Purchase Order #:	0	Voucher #: 156983	Invoice #: 1PYN-YRHV-MFLQ		-1.99
Invoice Description:		'SHRK' CRDT- SHPPNG			
001-375-636		PRODUCTION COST		-1.99	
Purchase Order #:	0	Voucher #: 156984	Invoice #: 1V9P-HN17-MD6Q		-26.59
Invoice Description:		'SHRK' CRDT- CSTM			
001-375-636		PRODUCTION COST		-26.59	
Purchase Order #:	0	Voucher #: 156985	Invoice #: 1WNK-73TK-939Y		652.55
Invoice Description:		'SHRK','VSNS' CSTMS			
001-375-636		PRODUCTION COST		351.90	
001-375-636		PRODUCTION COST		300.65	
Purchase Order #:	0	Voucher #: 156986	Invoice #: 1WYR-CCLT-N7YF		-29.99
Invoice Description:		'VSNS' CRDT- CSTM			
001-375-636		PRODUCTION COST		-29.99	
Purchase Order #:	0	Voucher #: 156987	Invoice #: 1XF6-GPF3-DVXW		89.00
Invoice Description:		#784 BACKUP CMRA			
001-200-622		RPR/MAINT VEHICLES		89.00	
Purchase Order #:	0	Voucher #: 156988	Invoice #: 1XQR-XYFL-1W3W		93.12
Invoice Description:		AA/ AAA BTTRIES			
001-001-516		SUPPLIES/OPERATING		93.12	
Purchase Order #:	0	Voucher #: 157083	Invoice #: 19VJ-HCLW-FVQM		15.99
Invoice Description:		GNRTR REPL FLTR			
001-001-616		RPR/MAINT PLANT/BLDGS		15.99	
Purchase Order #:	0	Voucher #: 157084	Invoice #: 1Q4K-QN43-GDFN		195.65
Invoice Description:		PICKLEBALLS			
001-325-516		SUPPLIES/OPERATING		195.65	
Purchase Order #:	0	Voucher #: 157085	Invoice #: 1XG9-3HLK-3HWQ		36.17
Invoice Description:		DOOR LATCH SET			
001-325-516		SUPPLIES/OPERATING		36.17	
*****	12/18/2024	7765 A PRECISION AUTO GLASS, INC	Check	No	386.00
Purchase Order #:	0	Voucher #: 156989	Invoice #: D058768		65.00
Invoice Description:		#23-208 WNDSHLD RPR			
001-100-622		RPR/MAINT VEHICLES		65.00	
Purchase Order #:	0	Voucher #: 156990	Invoice #: D058776		321.00

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i>		#642 WNDSHLD REPL			
		403-676-622 RPR/MAINT VEHICLES			321.00
*****	12/18/2024	8192 ARTECH HOLDINGS LLC	Check	No	1,509.05
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156991	<i>Invoice #:</i> C46F9325-0006		1,509.05
<i>Invoice Description:</i>		'VSNS' TICKETING			
		001-375-636 PRODUCTION COST			1,509.05
*****	12/18/2024	7007 AT WORK UNIFORMS	Check	No	708.37
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156808	<i>Invoice #:</i> 139134		708.37
<i>Invoice Description:</i>		PANTS			
		403-676-540 UNIFORMS			708.37
*****	12/18/2024	778 AUTOWORX, LLC	Check	No	772.57
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156585	<i>Invoice #:</i> 082693		221.91
<i>Invoice Description:</i>		DISC \$4.53 STK OIL			
		001-210-510 GAS/OIL			221.91
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156586	<i>Invoice #:</i> 082767		39.47
<i>Invoice Description:</i>		DISC \$0.81 #857 OIL/ FLTR			
		001-200-510 GAS/OIL			34.14
		001-200-622 RPR/MAINT VEHICLES			5.33
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156587	<i>Invoice #:</i> 082768		14.33
<i>Invoice Description:</i>		DISC \$0.29 #732 OIL FLTR			
		001-200-622 RPR/MAINT VEHICLES			14.33
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156588	<i>Invoice #:</i> 082770		60.02
<i>Invoice Description:</i>		DISC \$1.23 #864 OIL/ FLTR			
		001-210-510 GAS/OIL			55.92
		001-210-622 RPR/MAINT VEHICLES			4.10
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156809	<i>Invoice #:</i> 082769		66.88
<i>Invoice Description:</i>		DISC \$1.36 #228A OIL/ FLTR			
		001-100-622 RPR/MAINT VEHICLES			66.88
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156810	<i>Invoice #:</i> 082960		46.32
<i>Invoice Description:</i>		DISC \$0.95 #245 OIL/ FLTR			
		001-100-622 RPR/MAINT VEHICLES			46.32
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156811	<i>Invoice #:</i> 082961		46.32
<i>Invoice Description:</i>		DISC \$0.95 #255 OIL/ FLTR			
		001-100-622 RPR/MAINT VEHICLES			46.32
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156812	<i>Invoice #:</i> 082962		66.88
<i>Invoice Description:</i>		DISC \$1.36 #216 OIL/ FLTR			
		001-100-622 RPR/MAINT VEHICLES			66.88
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156813	<i>Invoice #:</i> 082963		66.88
<i>Invoice Description:</i>		DISC \$1.36 #293 OIL/ FLTR			
		001-100-622 RPR/MAINT VEHICLES			66.88
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156992	<i>Invoice #:</i> 083026		46.32
<i>Invoice Description:</i>		DISC \$0.95 #794 OIL/ FLTR			
		001-200-510 GAS/OIL			40.99
		001-200-622 RPR/MAINT VEHICLES			5.33
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156993	<i>Invoice #:</i> 083028		46.01
<i>Invoice Description:</i>		DISC \$0.94 #0024 FLTRS			
		001-200-618 RPR/MAINT EQUIPMENT			46.01
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156994	<i>Invoice #:</i> 083029		46.01
<i>Invoice Description:</i>		DISC \$0.94 #756 FLTRS			
		001-200-618 RPR/MAINT EQUIPMENT			46.01
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156995	<i>Invoice #:</i> 083030		5.22

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i>		DISC \$0.11 #956 FLTR			
		404-677-618 RPR/MAINT EQUIPMENT			5.22
*****	12/18/2024	396 BALDWIN CTY COMMISSION	Check	No	450.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156814	<i>Invoice #:</i> 5162		450.00
<i>Invoice Description:</i>		CITY SHR CORONER COSTS			
		001-100-612 PROFESSIONAL FEES			450.00
*****	12/18/2024	231 BALDWIN PORTABLE TOILETS	Check	No	231.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156589	<i>Invoice #:</i> 302717		231.00
<i>Invoice Description:</i>		10/24-11/20/24 ADMIN TLTS			
		001-175-614 RENTALS			231.00
*****	12/18/2024	6325 BALDWIN SAND & GRAVEL LLC	Check	No	1,522.81
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156815	<i>Invoice #:</i> 62164		1,006.88
<i>Invoice Description:</i>		50.47 T MSNRY SAND			
		001-301-620 RPR/MAINT GROUNDS			1,006.88
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156816	<i>Invoice #:</i> 64481		515.93
<i>Invoice Description:</i>		24.51 T MSNRY SAND			
		001-614-733 COASTAL RESOURCE WILDLIFE CTR			515.93
*****	12/18/2024	277 BAYOU CONCRETE LLC	Check	No	10,559.50
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156590	<i>Invoice #:</i> 312215		1,690.00
<i>Invoice Description:</i>		10 CY CNCRT HWY 161 SDWLK			
		001-608-720 ROADWAYS/PAVING/RESURFACE			1,690.00
<i>Purchase Order #:</i>	240542	<i>Voucher #:</i> 156817	<i>Invoice #:</i> 312211		7,179.50
<i>Invoice Description:</i>		41.5 CY CNCRT			
		001-614-733 COASTAL RESOURCE WILDLIFE CTR			7,179.50
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156996	<i>Invoice #:</i> 312630		1,690.00
<i>Invoice Description:</i>		10 CY CNCRT HWY 161			
		001-608-720 ROADWAYS/PAVING/RESURFACE			1,690.00
*****	12/18/2024	8269 BCC WASTE SOLUTIONS, LLC	Check	No	1,636.40
<i>Purchase Order #:</i>	240426	<i>Voucher #:</i> 156591	<i>Invoice #:</i> 0000541233		1,636.40
<i>Invoice Description:</i>		11/15-11/20/24 RLLOFF SWAPS			
		404-677-612 PROFESSIONAL FEES			1,636.40
*****	12/18/2024	240 BEARD EQUIPMENT COMPANY	Check	No	764.83
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156818	<i>Invoice #:</i> 2050478		764.83
<i>Invoice Description:</i>		#873 HNGS/ GSKTS/ SCRWS/ BRKTS			
		001-301-618 RPR/MAINT EQUIPMENT			764.83
*****	12/18/2024	3176 BEEBE'S ACTION MASTERS P.C.	Check	No	795.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156819	<i>Invoice #:</i> 545611		795.00
<i>Invoice Description:</i>		STN 1 SENTRICON			
		001-175-616 RPR/MAINT PLANT/BLDGS			795.00
*****	12/18/2024	6902 BLUE GIRL BEADING	Check	No	55.25
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156737	<i>Invoice #:</i> 241130		55.25
<i>Invoice Description:</i>		NOV 2024			
		430-682-660 RESALE INV/ARTISTS			55.25
*****	12/18/2024	6310 BOB RILEY & ASSOCIATES	Check	No	10,000.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156997	<i>Invoice #:</i> 1680		10,000.00
<i>Invoice Description:</i>		LOBBYIST			
		001-001-612 PROFESSIONAL FEES			10,000.00
*****	12/18/2024	5359 BUDWEISER-BUSCH DIST. CO.	Check	No	367.92

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 156820	Invoice #: 961660		367.92
Invoice Description:		BEER - RESALE			
001-303-660		COST OF GOODS SOLD RETAIL			367.92
*****	12/18/2024	4067 STEVE BURROW	Check	No	416.00
Purchase Order #:	0	Voucher #: 156738	Invoice #: 241130		416.00
Invoice Description:		NOV 2024			
430-682-660		RESALE INV/ARTISTS			416.00
*****	12/18/2024	5190 MAYA BLUME-CANTRELL	Check	No	1,043.25
Purchase Order #:	0	Voucher #: 156739	Invoice #: 241130		1,043.25
Invoice Description:		NOV 2024			
430-682-660		RESALE INV/ARTISTS			1,043.25
*****	12/18/2024	8617 JOSHUA S. CARTER	Check	No	700.00
Purchase Order #:	0	Voucher #: 156821	Invoice #: 241203		700.00
Invoice Description:		GLSS FRIT/ PWDRS/ CLR BARS			
430-682-507		EQUIPMENT/SMALL			700.00
*****	12/18/2024	4079 MARY JOE CARTER	Check	No	80.28
Purchase Order #:	0	Voucher #: 156740	Invoice #: 241130		80.28
Invoice Description:		NOV 2024			
430-682-660		RESALE INV/ARTISTS			80.28
*****	12/18/2024	5534 CDW GOVERNMENT, INC.	Check	No	3,132.35
Purchase Order #:	0	Voucher #: 156822	Invoice #: AB6477H		11.79
Invoice Description:		WIFI ROUTER			
001-304-616		RPR/MAINT PLANT/BLDGS			11.79
Purchase Order #:	0	Voucher #: 156823	Invoice #: AB6752I		1,426.22
Invoice Description:		DSKTOP CMPTR/ LAPTOP CMPTR			
403-676-516		SUPPLIES/OPERATING			1,426.22
Purchase Order #:	0	Voucher #: 156998	Invoice #: AB7MS3A		1,694.34
Invoice Description:		COMPUTER			
001-100-507		EQUIPMENT/SMALL			1,694.34
*****	12/18/2024	7278 CINTAS CORPORATION NO. 2	Check	No	112.74
Purchase Order #:	0	Voucher #: 156824	Invoice #: 4212002437		37.58
Invoice Description:		WEEKLY SERVICE			
430-682-612		PROFESSIONAL FEES			37.58
Purchase Order #:	0	Voucher #: 156825	Invoice #: 4212756195		37.58
Invoice Description:		WEEKLY SERVICE			
430-682-612		PROFESSIONAL FEES			37.58
Purchase Order #:	0	Voucher #: 156826	Invoice #: 4213470252		37.58
Invoice Description:		WEEKLY SERVICE			
430-682-612		PROFESSIONAL FEES			37.58
*****	12/18/2024	316 CITY ELECTRIC SUPPLY CO	Check	No	449.68
Purchase Order #:	0	Voucher #: 156592	Invoice #: FLY/008514		449.68
Invoice Description:		CABLE/ CNNCTRS/ BOXES			
001-350-616		RPR/MAINT PLANT/BLDGS			449.68
*****	12/18/2024	7982 CITY OF DAPHNE	Check	No	5,319.22
Purchase Order #:	0	Voucher #: 156827	Invoice #: 241122		5,319.22
Invoice Description:		C FOUST			
001-175-612		PROFESSIONAL FEES			5,319.22
*****	12/18/2024	99 COASTAL AL BUSINESS CHAMBER	Check	No	360.00

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		Purchase Order #: 0 Voucher #: 157000 Invoice #: 26809			360.00
		Invoice Description: PowHER HR TBL Q4			
		001-001-630 TRAINING/TRAVEL			360.00
*****	12/18/2024	3427 COASTAL ARTS CENTER OF ORANGE BEACH	Check	No	300.00
		Purchase Order #: 0 Voucher #: 156828 Invoice #: 241126			300.00
		Invoice Description: '24 LFGRD AWARD			
		001-175-516 SUPPLIES/OPERATING			300.00
*****	12/18/2024	8218 COASTAL CREATIONS	Check	No	16.25
		Purchase Order #: 0 Voucher #: 156749 Invoice #: 241130			16.25
		Invoice Description: NOV 2024			
		430-682-660 RESALE INV/ARTISTS			16.25
*****	12/18/2024	6604 COASTAL INDUSTRIAL SUPPLY LLC	Check	No	13.68
		Purchase Order #: 0 Voucher #: 156593 Invoice #: 80407			13.68
		Invoice Description: 6 GAL DISTILLED WTR			
		001-210-516 SUPPLIES/OPERATING			13.68
*****	12/18/2024	8612 COASTAL MERCHANT SERVICES, INC.	Check	No	22,627.00
		Purchase Order #: 240558 Voucher #: 156999 Invoice #: 114101			22,627.00
		Invoice Description: POS EQPMT/ SFTWR/ INSTLL			
		001-001-612 PROFESSIONAL FEES			22,627.00
*****	12/18/2024	371 COMPASS MEDIA, INC	Check	No	695.00
		Purchase Order #: 0 Voucher #: 156829 Invoice #: 2025-71906			695.00
		Invoice Description: '25 VACATION GD LISTING			
		430-682-650 EXHIBITIONS & PROMOTIONS			695.00
*****	12/18/2024	381 COMPUTER BACKUP, INC	Check	No	10,500.00
		Purchase Order #: 0 Voucher #: 157001 Invoice #: 29392			10,500.00
		Invoice Description: NOV 2024			
		001-001-612 PROFESSIONAL FEES			10,500.00
*****	12/18/2024	3175 RIO STARK CORDY	Check	No	60.00
		Purchase Order #: 0 Voucher #: 156830 Invoice #: 241127			60.00
		Invoice Description: NOV 24 TAI CHI			
		001-304-612 PROFESSIONAL FEES			60.00
*****	12/18/2024	6710 DANA SAFETY SUPPLY, INC	Check	No	43,721.52
		Purchase Order #: 240196 Voucher #: 157002 Invoice #: 939377			15,278.60
		Invoice Description: 164707/ 163161 K9 INSTLL			
		001-100-507 EQUIPMENT/SMALL			15,278.60
		Purchase Order #: 240169 Voucher #: 157003 Invoice #: 939381			28,442.92
		Invoice Description: 164707/ 163161 K9 INSTLL			
		001-100-507 EQUIPMENT/SMALL			28,442.92
*****	12/18/2024	4066 STEVEN DARK	Check	No	13.00
		Purchase Order #: 0 Voucher #: 156741 Invoice #: 241130			13.00
		Invoice Description: NOV 2024			
		430-682-660 RESALE INV/ARTISTS			13.00
*****	12/18/2024	8446 CAROL C DAVIS	Check	No	30.00
		Purchase Order #: 0 Voucher #: 156552 Invoice #: 241122			30.00
		Invoice Description: P90X			
		001-325-612 PROFESSIONAL FEES			30.00
*****	12/18/2024	8614 DAVIS & STANTON PROMOTIONS	Check	No	2,466.00

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 156594	Invoice #: 152088		2,466.00
Invoice Description:		BARS/ BAR HLDRS			
001-100-612		PROFESSIONAL FEES			2,466.00
*****	12/18/2024	6114 AMY DIMARIO	Check	No	798.85
Purchase Order #:	0	Voucher #: 156742	Invoice #: 241130		798.85
Invoice Description:		NOV 2024			
430-682-660		RESALE INV/ARTISTS			798.85
*****	12/18/2024	6351 CATHERINE ELLIOTT	Check	No	26.00
Purchase Order #:	0	Voucher #: 156743	Invoice #: 241130		26.00
Invoice Description:		NOV 2024			
430-682-660		RESALE INV/ARTISTS			26.00
*****	12/18/2024	7710 MARQUISE B. ELSTON	Check	No	330.00
Purchase Order #:	0	Voucher #: 156553	Invoice #: 241122		210.00
Invoice Description:		TTL BDY FIT/ TTL BDY EXTRM			
001-325-612		PROFESSIONAL FEES			210.00
Purchase Order #:	0	Voucher #: 156729	Invoice #: 241129		120.00
Invoice Description:		TBF			
001-325-612		PROFESSIONAL FEES			120.00
*****	12/18/2024	5756 EMERALD COAST CARPET CLEANING	Check	No	2,325.02
Purchase Order #:	0	Voucher #: 156832	Invoice #: 28888		2,325.02
Invoice Description:		EVENT CARPET CLN			
411-681-616		RPR/MAINT BUILDING			2,325.02
*****	12/18/2024	2152 ENVELOC, INC.	Check	No	1,000.00
Purchase Order #:	0	Voucher #: 157004	Invoice #: A496599		1,000.00
Invoice Description:		OCT 2024			
001-001-612		PROFESSIONAL FEES			1,000.00
*****	12/18/2024	1909 EUROFINs ENVIRONMENT TESTING SOUTHEAST	Check	No	305.00
Purchase Order #:	0	Voucher #: 156833	Invoice #: 4000151807		305.00
Invoice Description:		MONTHLY TESTING			
403-676-612		PROFESSIONAL FEES			305.00
*****	12/18/2024	6868 GERALD E. FAIR	Check	No	108.55
Purchase Order #:	0	Voucher #: 156744	Invoice #: 241130		108.55
Invoice Description:		NOV 2024			
430-682-660		RESALE INV/ARTISTS			108.55
*****	12/18/2024	3612 FIRST CALL	Check	No	3,290.37
Purchase Order #:	0	Voucher #: 156595	Invoice #: 1133-139132C		-0.08
Invoice Description:		OVR PD CHK 158621			
001-100-622		RPR/MAINT VEHICLES			-0.08
Purchase Order #:	0	Voucher #: 156596	Invoice #: 1133-290743		72.32
Invoice Description:		#414 SPRK PLUGS			
001-175-622		RPR/MAINT VEHICLES			72.32
Purchase Order #:	0	Voucher #: 156597	Invoice #: 1133-290823		84.10
Invoice Description:		#857 STRTR SWTCH			
001-200-622		RPR/MAINT VEHICLES			84.10
Purchase Order #:	0	Voucher #: 156598	Invoice #: 1133-291204		20.90
Invoice Description:		#704 WPR BLDS			
001-200-622		RPR/MAINT VEHICLES			20.90
Purchase Order #:	0	Voucher #: 156599	Invoice #: 1133-291205		56.18
Invoice Description:		#857 VLV CVR			

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
001-200-622	RPR/MAINT VEHICLES				56.18
Purchase Order #:	0	Voucher #: 156600	Invoice #: 1133-291234		66.93
Invoice Description:	#24A2 BATTERY				
001-210-618	RPR/MAINT EQUIPMENT				66.93
Purchase Order #:	0	Voucher #: 156601	Invoice #: 1133-291235		66.93
Invoice Description:	#0242 BATTERY				
001-210-618	RPR/MAINT EQUIPMENT				66.93
Purchase Order #:	0	Voucher #: 156602	Invoice #: 1133-291471		204.46
Invoice Description:	STK SCKT SET/ TOOL SET/ WRNCH SET				
001-200-516	SUPPLIES/OPERATING				204.46
Purchase Order #:	0	Voucher #: 156603	Invoice #: 1133-291577		19.98
Invoice Description:	WLDNG HELMET BTTRIES				
001-200-516	SUPPLIES/OPERATING				19.98
Purchase Order #:	0	Voucher #: 156604	Invoice #: 5491-322030		91.99
Invoice Description:	BTTRY CHRGR FOR BOATS				
001-614-731	GOMESA				91.99
Purchase Order #:	0	Voucher #: 156605	Invoice #: 5491-322119		11.05
Invoice Description:	#217 HDLT BULB				
001-100-622	RPR/MAINT VEHICLES				11.05
Purchase Order #:	0	Voucher #: 156606	Invoice #: 5491-322568		195.93
Invoice Description:	STK MLTIMTRS/ ELEC RPR KIT/ WK LT				
001-200-516	SUPPLIES/OPERATING				195.93
Purchase Order #:	0	Voucher #: 156834	Invoice #: 1133-289853		78.33
Invoice Description:	#338 EVPRTR CORE				
403-676-622	RPR/MAINT VEHICLES				78.33
Purchase Order #:	0	Voucher #: 156835	Invoice #: 1133-291485		960.64
Invoice Description:	#338 CLK SPNG/ ADPTR/ SWTCHS				
403-676-622	RPR/MAINT VEHICLES				960.64
Purchase Order #:	0	Voucher #: 156836	Invoice #: 1133-291510		40.38
Invoice Description:	#233 O2 SNSR				
001-100-622	RPR/MAINT VEHICLES				40.38
Purchase Order #:	0	Voucher #: 156837	Invoice #: 1133-291596		15.50
Invoice Description:	#664 OIL FLTR				
403-676-622	RPR/MAINT VEHICLES				15.50
Purchase Order #:	0	Voucher #: 156838	Invoice #: 1133-292464		143.03
Invoice Description:	#320 BATTERY				
001-030-622	RPR/MAINT VEHICLES				143.03
Purchase Order #:	0	Voucher #: 156839	Invoice #: 5491-323010		75.30
Invoice Description:	#664 BUTT SPLC/ BRD LOOM/ LFT SPRT				
403-676-622	RPR/MAINT VEHICLES				75.30
Purchase Order #:	0	Voucher #: 156840	Invoice #: 5491-323232		56.93
Invoice Description:	#327 BATTERY				
001-410-618	RPR/MAINT EQUIPMENT				56.93
Purchase Order #:	0	Voucher #: 157005	Invoice #: 1133-291027		36.05
Invoice Description:	#799 IGNTN COIL				
001-001-622	RPR/MAINT VEHICLES				36.05
Purchase Order #:	0	Voucher #: 157006	Invoice #: 1133-292745		115.78
Invoice Description:	#794 BLT TNSNR/ BLT/ IDLR PLY				
001-200-622	RPR/MAINT VEHICLES				115.78
Purchase Order #:	0	Voucher #: 157007	Invoice #: 1133-292788		306.81
Invoice Description:	#862 TAIL LT/ O2 SNSR/ LT BLBS				
001-210-622	RPR/MAINT VEHICLES				306.81
Purchase Order #:	0	Voucher #: 157008	Invoice #: 1133-293024		260.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> #862 OIL FLTR ADPTR					
	001-210-622	RPR/MAINT VEHICLES			260.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 157009	<i>Invoice #:</i> 1133-294042		62.65
<i>Invoice Description:</i> #862 OIL PRSSR SNSR/ COOLNT TMP SNSR					
	001-210-622	RPR/MAINT VEHICLES			62.65
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 157010	<i>Invoice #:</i> 1133-294043		248.28
<i>Invoice Description:</i> #904 HD LT BLBS					
	404-677-622	RPR/MAINT VEHICLES			248.28
*****	12/18/2024	6493 BARBARA J. FRANCEZ	Check	No	150.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156554	<i>Invoice #:</i> 241122		90.00
<i>Invoice Description:</i> CARDIO DANCE					
	001-325-612	PROFESSIONAL FEES			90.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156730	<i>Invoice #:</i> 241129		60.00
<i>Invoice Description:</i> CARIO DANCE					
	001-325-612	PROFESSIONAL FEES			60.00
*****	12/18/2024	7039 FROGGYS FOG LLC	Check	No	1,819.97
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156607	<i>Invoice #:</i> 2411190161		1,819.97
<i>Invoice Description:</i> LESS \$72.80 TAX SMK GNRTR/ RMT					
	001-175-507	EQUIPMENT/SMALL			1,819.97
*****	12/18/2024	1360 GANNETT ALABAMA LOCALIQ	Check	No	492.80
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 157011	<i>Invoice #:</i> 00006753309		492.80
<i>Invoice Description:</i> CANAL RD E SDWLK BID AD					
	001-611-755	SIDEWALK EAST CANAL			492.80
*****	12/18/2024	6483 GARAGE DOOR RESCUE, INC	Check	No	227.24
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156608	<i>Invoice #:</i> INV-0099		227.24
<i>Invoice Description:</i> HOT SHOP DOORS RPR					
	430-682-618	RPR/MAINT EQUIPMENT			227.24
*****	12/18/2024	8260 GATORMOTO UTILITY VEHICLES AND MORE, LLC	Check	No	26,516.17
<i>Purchase Order #:</i>	240354	<i>Voucher #:</i> 156609	<i>Invoice #:</i> 20706		26,516.17
<i>Invoice Description:</i> ECO SHTTL 15 PSSNGR					
	001-614-730	LOF PGM CAPITAL EQUIP			26,516.17
*****	12/18/2024	706 G&J POWER EQUIPMENT INC	Check	No	564.78
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156610	<i>Invoice #:</i> 672531		34.07
<i>Invoice Description:</i> #0242 FUEL PMP					
	001-210-618	RPR/MAINT EQUIPMENT			34.07
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 157012	<i>Invoice #:</i> 660006		-57.71
<i>Invoice Description:</i> CRDT- SMLL EQPMT CARB					
	001-200-618	RPR/MAINT EQUIPMENT			-57.71
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 157013	<i>Invoice #:</i> 672602		128.52
<i>Invoice Description:</i> STK CHAIN LOOPS					
	001-210-516	SUPPLIES/OPERATING			128.52
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 157014	<i>Invoice #:</i> 672603		203.98
<i>Invoice Description:</i> #24AZ DECK BLTS					
	001-210-618	RPR/MAINT EQUIPMENT			203.98
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 157015	<i>Invoice #:</i> 672646		255.92
<i>Invoice Description:</i> STK WEEDETR BMP HDS					
	001-210-516	SUPPLIES/OPERATING			255.92
*****	12/18/2024	723 GNG PLUMBING	Check	No	872.54
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156611	<i>Invoice #:</i> I-37164-1		244.75

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> GRNDR PMP CLN					
	001-410-620	RPR/MAINT GROUNDS			244.75
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156612	<i>Invoice #:</i> 332874		111.87
<i>Invoice Description:</i> PM CORE PVC PIPE/ CPLNGS					
	001-614-733	COASTAL RESOURCE WILDLIFE CTR			111.87
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156613	<i>Invoice #:</i> 332884		38.45
<i>Invoice Description:</i> ELBOWS					
	001-614-733	COASTAL RESOURCE WILDLIFE CTR			38.45
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156614	<i>Invoice #:</i> 332974		134.52
<i>Invoice Description:</i> DRLL BITS/ SCRWS/ WSHRS/ NUTS					
	403-676-516	SUPPLIES/OPERATING			134.52
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156841	<i>Invoice #:</i> I-65894-1		189.34
<i>Invoice Description:</i> COMM CTR HVAC RPR					
	411-681-616	RPR/MAINT BUILDING			189.34
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156842	<i>Invoice #:</i> 333042		146.94
<i>Invoice Description:</i> GCFIs/ CVRS					
	430-682-620	RPR/MAINT GROUNDS			146.94
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 157016	<i>Invoice #:</i> 333140		6.67
<i>Invoice Description:</i> BLL VLV/ BSHNG/ NPPL					
	001-210-516	SUPPLIES/OPERATING			6.67
*****	12/18/2024	8084 GREEN ELECTRIC	Check	No	255.86
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156843	<i>Invoice #:</i> 081224-11		255.86
<i>Invoice Description:</i> STN 2 CORD WHIP RPR					
	001-175-616	RPR/MAINT PLANT/BLDGS			255.86
*****	12/18/2024	7672 GULF COAST BUILDING SUPPLY & HARDWARE IN	Check	No	2,485.61
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156615	<i>Invoice #:</i> 432061/1		1,803.04
<i>Invoice Description:</i> LUMBER					
	001-614-733	COASTAL RESOURCE WILDLIFE CTR			1,803.04
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156616	<i>Invoice #:</i> 432898/1		682.57
<i>Invoice Description:</i> LUMBER					
	001-614-733	COASTAL RESOURCE WILDLIFE CTR			682.57
*****	12/18/2024	769 GULF COAST MEDIA PAYMENT SERVICES	Check	No	219.72
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 157017	<i>Invoice #:</i> 486497		219.72
<i>Invoice Description:</i> PLNNG CMSSN LEGAL AD					
	001-030-612	PROFESSIONAL FEES			219.72
*****	12/18/2024	5627 GULF COAST ORGANIC, INC	Check	No	468.75
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156617	<i>Invoice #:</i> 52418		468.75
<i>Invoice Description:</i> INSECTICIDES/ GLVS					
	001-210-516	SUPPLIES/OPERATING			468.75
*****	12/18/2024	7570 GULF CONCRETE SERVICES LLC	Check	No	9,648.00
<i>Purchase Order #:</i>	240548	<i>Voucher #:</i> 157018	<i>Invoice #:</i> 368		9,648.00
<i>Invoice Description:</i> 3216 SF CNCRT 161 SDWLK					
	001-200-620	RPR/MAINT GROUNDS			9,648.00
*****	12/18/2024	792 GULF STATES DISTRIBUTORS	Check	No	1,730.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156618	<i>Invoice #:</i> 1478405-IN		365.00
<i>Invoice Description:</i> PANTS					
	001-175-540	UNIFORMS			365.00
<i>Purchase Order #:</i>	0	<i>Voucher #:</i> 156844	<i>Invoice #:</i> 1479108-IN		1,365.00
<i>Invoice Description:</i> NAMEPLATE BRASS					
	001-175-540	UNIFORMS			1,365.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	12/18/2024	6811 GYM-WORX, LLC	Check	No	783.52
	Purchase Order #:	0	Voucher #: 157086	Invoice #: I87644PM	783.52
	Invoice Description:	NOV 24 PREV MAINT			
	001-325-612	PROFESSIONAL FEES			783.52
*****	12/18/2024	806 HACH COMPANY	Check	No	1,327.72
	Purchase Order #:	0	Voucher #: 156620	Invoice #: 14269608	1,327.72
	Invoice Description:	AGAR PLTS/ PIPET TIPS/ TNT+			
	403-676-516	SUPPLIES/OPERATING			1,327.72
*****	12/18/2024	808 HADLEY TERMITE & PEST CONTROL	Check	No	600.00
	Purchase Order #:	0	Voucher #: 156845	Invoice #: 166-00258343	300.00
	Invoice Description:	STN 2 TERMITE INSP			
	001-175-618	RPR MAINT/EQUIPMENT			300.00
	Purchase Order #:	0	Voucher #: 156846	Invoice #: 166-00258492	300.00
	Invoice Description:	STN 1 TERMITE INSP			
	001-175-618	RPR MAINT/EQUIPMENT			300.00
*****	12/18/2024	8534 HART GOLF	Check	No	300.00
	Purchase Order #:	0	Voucher #: 156621	Invoice #: 6319	300.00
	Invoice Description:	BALL MRKRS/ COINS/ RPR TOOLS			
	001-303-660	COST OF GOODS SOLD RETAIL			300.00
*****	12/18/2024	1335 HENRY SCHEIN INC	Check	No	1,726.13
	Purchase Order #:	0	Voucher #: 156622	Invoice #: 22602646	306.10
	Invoice Description:	EMS SUPPLIES			
	001-175-516	SUPPLIES/OPERATING			306.10
	Purchase Order #:	0	Voucher #: 156623	Invoice #: 23978503	50.24
	Invoice Description:	EMS SUPPLIES			
	001-175-516	SUPPLIES/OPERATING			50.24
	Purchase Order #:	0	Voucher #: 156624	Invoice #: 23978544	48.82
	Invoice Description:	EMS SUPPLIES			
	001-175-516	SUPPLIES/OPERATING			48.82
	Purchase Order #:	0	Voucher #: 156625	Invoice #: 25319442	24.75
	Invoice Description:	EMS SUPPLIES			
	001-175-516	SUPPLIES/OPERATING			24.75
	Purchase Order #:	0	Voucher #: 156626	Invoice #: 25579285	668.06
	Invoice Description:	EMS SUPPLIES			
	001-175-516	SUPPLIES/OPERATING			668.06
	Purchase Order #:	0	Voucher #: 156847	Invoice #: 26644366	99.88
	Invoice Description:	EMS SUPPLIES			
	001-175-516	SUPPLIES/OPERATING			99.88
	Purchase Order #:	0	Voucher #: 156848	Invoice #: 26799921	183.96
	Invoice Description:	EMS SUPPLIES			
	001-175-507	EQUIPMENT/SMALL			183.96
	Purchase Order #:	0	Voucher #: 156849	Invoice #: 27671688	244.44
	Invoice Description:	EMS SUPPLIES			
	001-175-516	SUPPLIES/OPERATING			244.44
	Purchase Order #:	0	Voucher #: 156850	Invoice #: 27983431	99.88
	Invoice Description:	EMS SUPPLIES			
	001-175-516	SUPPLIES/OPERATING			99.88
*****	12/18/2024	3579 HOBBY LOBBY	Check	No	155.28
	Purchase Order #:	0	Voucher #: 156851	Invoice #: 135073540	155.28
	Invoice Description:	FABRIC/ CRFT- SEW SUPPLIES			

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-350-516 SUPPLIES/OPERATING			155.28
*****	12/18/2024	7203 GREGORY T. HOFF	Check	No	331.50
	Purchase Order #: 0	Voucher #: 156745	Invoice #: 241130		331.50
	Invoice Description: NOV 2024				
	430-682-660	RESALE INV/ARTISTS			331.50
*****	12/18/2024	7822 ICE PLANT, INC.	Check	No	590.40
	Purchase Order #: 0	Voucher #: 156627	Invoice #: 46-4918456		351.00
	Invoice Description: 234 BAGS ICE				
	001-200-516	SUPPLIES/OPERATING			125.00
	001-210-516	SUPPLIES/OPERATING			125.00
	404-677-516	SUPPLIES/OPERATING			101.00
	Purchase Order #: 0	Voucher #: 156852	Invoice #: 46-4918494		104.40
	Invoice Description: 72 BAGS ICE				
	001-301-516	SUPPLIES/OPERATING			104.40
	Purchase Order #: 0	Voucher #: 157019	Invoice #: 46-4918505		135.00
	Invoice Description: 90 BAGS ICE				
	001-200-516	SUPPLIES/OPERATING			135.00
*****	12/18/2024	230 IMPERIAL DADE	Check	No	531.75
	Purchase Order #: 0	Voucher #: 156853	Invoice #: 36043586		531.75
	Invoice Description: HND WSH/ P-TWLS/ CUPS				
	001-325-513	SUPPLIES/JANITORIAL			531.75
*****	12/18/2024	8502 IMPERIAL SUPPLIES LLC	Check	No	203.46
	Purchase Order #: 0	Voucher #: 156628	Invoice #: I001BV8920		203.46
	Invoice Description: BOLTS/ WSHRS/ NUTS/ SCRWS				
	001-200-516	SUPPLIES/OPERATING			203.46
*****	12/18/2024	8618 INTEGRAL HITCH LLC	Check	No	256.00
	Purchase Order #: 0	Voucher #: 157020	Invoice #: 140780		256.00
	Invoice Description: TCTCL ENTRY ASSLT RND				
	001-100-516	SUPPLIES/OPERATING			256.00
*****	12/18/2024	3748 INTERIOR / EXTERIOR	Check	No	2,189.80
	Purchase Order #: 0	Voucher #: 156629	Invoice #: 2308194-00		639.54
	Invoice Description: DISC \$6.46 STUDS/ TRCKS				
	001-350-616	RPR/MAINT PLANT/BLDGS			639.54
	Purchase Order #: 0	Voucher #: 156630	Invoice #: 2308271-00		105.93
	Invoice Description: DISC \$1.07 STUDS/ TRCKS				
	001-350-616	RPR/MAINT PLANT/BLDGS			105.93
	Purchase Order #: 0	Voucher #: 156631	Invoice #: 2308296-00		52.47
	Invoice Description: DISC \$0.53 TRACKS				
	001-350-616	RPR/MAINT PLANT/BLDGS			52.47
	Purchase Order #: 0	Voucher #: 156854	Invoice #: 2308435-00		1,391.86
	Invoice Description: DISC \$14.06 GYP BRD				
	001-350-616	RPR/MAINT PLANT/BLDGS			1,391.86
*****	12/18/2024	940 INTERSTATE PRINTING & GRAPHICS INC	Check	No	92.00
	Purchase Order #: 0	Voucher #: 156855	Invoice #: 44683		46.00
	Invoice Description: M McDONALD BIZ CRDS				
	001-410-516	SUPPLIES/OPERATING			46.00
	Purchase Order #: 0	Voucher #: 156856	Invoice #: 44684		46.00
	Invoice Description: S BISHOP BIZ CRDS				
	001-410-516	SUPPLIES/OPERATING			46.00

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*****	12/18/2024	6025 JOHN'S STAINED GLASS	Check	No	373.10
	Purchase Order #: 0	Voucher #: 156746	Invoice #: 241130		373.10
	Invoice Description: NOV 2024				
	430-682-660	RESALE INV/ARTISTS			373.10
*****	12/18/2024	8388 WILLIAM E. JOHNSTON	Check	No	36.40
	Purchase Order #: 0	Voucher #: 156747	Invoice #: 241130		36.40
	Invoice Description: NOV 2024				
	430-682-660	RESALE INV/ARTISTS			36.40
*****	12/18/2024	8365 JUSTIN BEASLEY CONSTRUCTION, LLC	Check	No	13,485.00
	Purchase Order #: 240455	Voucher #: 156857	Invoice #: 92		13,485.00
	Invoice Description: WDLDF CTR ENCLSR BLOCK				
	001-614-733	COASTAL RESOURCE WILDLIFE CTR			13,485.00
*****	12/18/2024	3038 KEET CONSULTING SERVICES	Check	No	180.00
	Purchase Order #: 240115	Voucher #: 156858	Invoice #: 00-414279		180.00
	Invoice Description: GIS DATA				
	001-030-612	PROFESSIONAL FEES			180.00
*****	12/18/2024	1105 KENTWOOD SPRINGS WATER CO	Check	No	287.39
	Purchase Order #: 0	Voucher #: 156859	Invoice #: 19478530 112924		287.39
	Invoice Description: WATER COOLERS				
	001-410-516	SUPPLIES/OPERATING			287.39
*****	12/18/2024	6778 RODNEY KERVIN	Check	No	23.40
	Purchase Order #: 0	Voucher #: 156748	Invoice #: 241130		23.40
	Invoice Description: NOV 2024				
	430-682-660	RESALE INV/ARTISTS			23.40
*****	12/18/2024	6916 KONE INC	Check	No	285.00
	Purchase Order #: 0	Voucher #: 156860	Invoice #: 871544224		285.00
	Invoice Description: DEC 2024 ELVTR MAINT				
	430-682-612	PROFESSIONAL FEES			285.00
*****	12/18/2024	7736 K. PIERRE LLC	Check	No	162.50
	Purchase Order #: 0	Voucher #: 156761	Invoice #: 241130		162.50
	Invoice Description: NOV 2024				
	430-682-660	RESALE INV/ARTISTS			162.50
*****	12/18/2024	6126 LADSCO	Check	No	924.00
	Purchase Order #: 0	Voucher #: 157021	Invoice #: 47944		924.00
	Invoice Description: DOOR/ FRM/ GLSS KIT/ GLSS				
	001-350-616	RPR/MAINT PLANT/BLDGS			924.00
*****	12/18/2024	5305 LAZZARI TRUCK REPAIR, INC.	Check	No	7,020.55
	Purchase Order #: 0	Voucher #: 157022	Invoice #: W43362		693.78
	Invoice Description: #702 TRNSMSSN PREV MNT				
	001-200-622	RPR/MAINT VEHICLES			693.78
	Purchase Order #: 0	Voucher #: 157023	Invoice #: W43379		478.95
	Invoice Description: #745 TRNSMSSN PREV MNT				
	001-200-622	RPR/MAINT VEHICLES			478.95
	Purchase Order #: 0	Voucher #: 157024	Invoice #: W43380		1,755.09
	Invoice Description: #745 TRNSMSSN PM/ RPR				
	404-677-622	RPR/MAINT VEHICLES			1,755.09
	Purchase Order #: 0	Voucher #: 157025	Invoice #: W43393		803.70
	Invoice Description: #901 TRNSMSSN PREV MNT				

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		404-677-622 RPR/MAINT VEHICLES			803.70
		Purchase Order #: 0 Voucher #: 157026 Invoice #: W43398			1,013.08
		Invoice Description: #709 TRNSMSSN PM/ CHK ENGN LT			
		404-677-622 RPR/MAINT VEHICLES			1,013.08
		Purchase Order #: 0 Voucher #: 157027 Invoice #: W43415			2,275.95
		Invoice Description: #703 REAR BRK CLPRS/ PADS			
		001-200-622 RPR/MAINT VEHICLES			2,275.95
*****	12/18/2024	6913 LEXIPOL, LLC	Check	No	25,747.77
		Purchase Order #: 0 Voucher #: 156632 Invoice #: INVLEX11243929			25,747.77
		Invoice Description: ANN'L FIRE PLCY- PRCDRS MNL			
		001-175-612 PROFESSIONAL FEES			25,747.77
*****	12/18/2024	1234 LIBERTY LINEN	Check	No	2,176.91
		Purchase Order #: 0 Voucher #: 156633 Invoice #: 216475			960.22
		Invoice Description: P-TWLS/ T-TISS/ GLSS CLNR/ GLVS			
		001-200-513 SUPPLIES/JANITORIAL			960.22
		Purchase Order #: 0 Voucher #: 156634 Invoice #: 216493			89.99
		Invoice Description: CAN LNRS/ HAND SANI/ DAWN			
		001-410-513 SUPPLIES/JANITORIAL			41.99
		001-410-652 STATE PARK EXPENSES			48.00
		Purchase Order #: 0 Voucher #: 156635 Invoice #: 216563			105.68
		Invoice Description: P-TOWELS			
		403-676-516 SUPPLIES/OPERATING			105.68
		Purchase Order #: 0 Voucher #: 156861 Invoice #: 216484			267.35
		Invoice Description: P-TWLS/ LAUNDRY DET/ CAN LNRS			
		001-175-513 SUPPLIES/JANITORIAL			267.35
		Purchase Order #: 0 Voucher #: 156862 Invoice #: 216484-1			28.74
		Invoice Description: LAUNDRY DET			
		001-175-513 SUPPLIES/JANITORIAL			28.74
		Purchase Order #: 0 Voucher #: 156863 Invoice #: 216569			166.29
		Invoice Description: P-TWLS/ T-TISS			
		430-682-513 SUPPLIES/JANITORIAL			166.29
		Purchase Order #: 0 Voucher #: 156864 Invoice #: 216626			41.71
		Invoice Description: FLOOR WAX/ STRPPR/ MOP PADS			
		001-010-513 SUPPLIES/JANITORIAL			41.71
		Purchase Order #: 0 Voucher #: 157028 Invoice #: 216662			511.23
		Invoice Description: GLVS/ P-TWLS/ T-TISS/ LYSOL/ LNDRY DET			
		001-200-513 SUPPLIES/JANITORIAL			511.23
		Purchase Order #: 0 Voucher #: 157029 Invoice #: 216668			5.70
		Invoice Description: TRGGR SPRYRS			
		001-110-513 SUPPLIES/JANITORIAL			5.70
*****	12/18/2024	1230 LIBRARY BOARD	Check	No	62,507.83
		Purchase Order #: 0 Voucher #: 157091 Invoice #: 2025-01			62,507.83
		Invoice Description: JAN 2025			
		001-000-911 LIBRARY AID			62,507.83
*****	12/18/2024	8066 LIMITLESS SERVICES	Check	No	4,178.00
		Purchase Order #: 240168 Voucher #: 157087 Invoice #: QB1138			4,178.00
		Invoice Description: NOV 2024 CNSLT / LNDSCP			
		001-301-612 PROFESSIONAL FEES			4,178.00
*****	12/18/2024	6103 TAMMY SIMONE LIPSCOMB	Check	No	35.75
		Purchase Order #: 0 Voucher #: 156750 Invoice #: 241130			35.75

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Invoice Description:		NOV 2024			
	430-682-660	RESALE INV/ARTISTS			35.75
*****	12/18/2024	1259 LOWE'S COMPANIES, INC	Check	No	2,230.66
Purchase Order #:	0	Voucher #: 156636	Invoice #: 78747		932.98
Invoice Description:		FORMICA/ BCKSPLSH/ BUTT JNT			
	001-302-616	RPR/MAINT PLANT/BLDGS			932.98
Purchase Order #:	0	Voucher #: 156637	Invoice #: 86972		329.39
Invoice Description:		HS WHIP/ Cu PIPE/ FTTNGS			
	001-410-618	RPR/MAINT EQUIPMENT			329.39
Purchase Order #:	0	Voucher #: 156638	Invoice #: 89272		313.92
Invoice Description:		CRDLSS PNT SPRYR/ CONDUIT			
	001-410-516	SUPPLIES/OPERATING			313.92
Purchase Order #:	0	Voucher #: 156639	Invoice #: 96399		157.79
Invoice Description:		CMAS LTS/ DECOR			
	001-410-516	SUPPLIES/OPERATING			157.79
Purchase Order #:	0	Voucher #: 156865	Invoice #: 80991		53.06
Invoice Description:		FENCE TIES			
	001-301-620	RPR/MAINT GROUNDS			53.06
Purchase Order #:	0	Voucher #: 157030	Invoice #: 76963		120.84
Invoice Description:		CMAS LTS/ LT BLBS/ ADPTRS			
	001-001-507	EQUIPMENT/SMALL			120.84
Purchase Order #:	0	Voucher #: 157031	Invoice #: 87050		35.13
Invoice Description:		FLOOR UNDERLAYMENT			
	001-604-710	POLICE STATION CONSTRUCTI			35.13
Purchase Order #:	0	Voucher #: 157032	Invoice #: 89563		287.55
Invoice Description:		VNYL TILE FLOORING/ STEP LDDR			
	001-604-710	POLICE STATION CONSTRUCTI			287.55
*****	12/18/2024	8165 ATHAN C. MARTIN	Check	No	149.50
Purchase Order #:	0	Voucher #: 156751	Invoice #: 241130		149.50
Invoice Description:		NOV 2024			
	430-682-660	RESALE INV/ARTISTS			149.50
*****	12/18/2024	8057 LAUREN C. McCAGHREN	Check	No	90.00
Purchase Order #:	0	Voucher #: 156555	Invoice #: 241122		60.00
Invoice Description:		CRDO DNC/ DNC PRTY			
	001-325-612	PROFESSIONAL FEES			60.00
Purchase Order #:	0	Voucher #: 156731	Invoice #: 241129		30.00
Invoice Description:		CARIO DANCE			
	001-325-612	PROFESSIONAL FEES			30.00
*****	12/18/2024	7613 MCCOY FIRE & SAFETY, INC	Check	No	365.00
Purchase Order #:	0	Voucher #: 157033	Invoice #: 12471990		365.00
Invoice Description:		MED ARTS ANN'L FR ALRM INSP			
	001-001-616	RPR/MAINT PLANT/BLDGS			365.00
*****	12/18/2024	7442 CRAWFORD McWILLIAMS	Check	No	390.00
Purchase Order #:	0	Voucher #: 156752	Invoice #: 241130		390.00
Invoice Description:		NOV 2024			
	430-682-660	RESALE INV/ARTISTS			390.00
*****	12/18/2024	6895 PAUL M. MEAD	Check	No	32.50
Purchase Order #:	0	Voucher #: 156753	Invoice #: 241130		32.50
Invoice Description:		NOV 2024			
	430-682-660	RESALE INV/ARTISTS			32.50

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	12/18/2024	6179 MEDIACOM	Check	No	173.55
	Purchase Order #: 0	Voucher #: 156866	Invoice #: 241123		173.55
	Invoice Description: ACCT 5029 STN 4 INTERNET				
	001-175-635 UTILITIES				173.55
*****	12/18/2024	6956 MIDWAY LUMBER SALES INC	Check	No	2,068.80
	Purchase Order #: 0	Voucher #: 156640	Invoice #: 97392		2,068.80
	Invoice Description: CMPST DECKING				
	001-614-734 SHOOTING RANGE				2,068.80
*****	12/18/2024	4063 THERESA MIRABILE	Check	No	16.25
	Purchase Order #: 0	Voucher #: 156754	Invoice #: 241130		16.25
	Invoice Description: NOV 2024				
	430-682-660 RESALE INV/ARTISTS				16.25
*****	12/18/2024	6872 HEATHER A. MITCHELL	Check	No	12.03
	Purchase Order #: 0	Voucher #: 156755	Invoice #: 241031		3.90
	Invoice Description: OCT 2024				
	430-682-660 RESALE INV/ARTISTS				3.90
	Purchase Order #: 0	Voucher #: 156756	Invoice #: 241130		8.13
	Invoice Description: NOV 2024				
	430-682-660 RESALE INV/ARTISTS				8.13
*****	12/18/2024	6900 ANGELA M. MORGAN	Check	No	104.00
	Purchase Order #: 0	Voucher #: 156757	Invoice #: 241130		104.00
	Invoice Description: NOV 2024				
	430-682-660 RESALE INV/ARTISTS				104.00
*****	12/18/2024	3634 MOTOROLA SOLUTIONS, INC	Check	No	42,989.99
	Purchase Order #: 240503	Voucher #: 157034	Invoice #: 8230490705		42,989.99
	Invoice Description: ANNLT MNT AGMT 11/01/24-12/31/25				
	001-100-612 PROFESSIONAL FEES				42,989.99
*****	12/18/2024	1379 MPH INDUSTRIES, INC	Check	No	2,289.00
	Purchase Order #: 0	Voucher #: 157035	Invoice #: 6024775		2,289.00
	Invoice Description: RADAR SVC CALL				
	001-100-618 RPR/MAINT EQUIP				2,289.00
*****	12/18/2024	7132 MICHELLE MURPHY	Check	No	240.00
	Purchase Order #: 0	Voucher #: 156556	Invoice #: 241122		160.00
	Invoice Description: ZUMBA				
	001-325-612 PROFESSIONAL FEES				160.00
	Purchase Order #: 0	Voucher #: 156732	Invoice #: 241129		80.00
	Invoice Description: ZUMBA				
	001-325-612 PROFESSIONAL FEES				80.00
*****	12/18/2024	7543 MUSCO SPORTS LIGHTING, LLC	Check	No	7,212.00
	Purchase Order #: 240481	Voucher #: 156867	Invoice #: 433272		7,212.00
	Invoice Description: FLD 5 LIGHT RPRS				
	001-301-618 RPR/MAINT EQUIPMENT				7,212.00
*****	12/18/2024	1419 NAFECO, INC	Check	No	4,549.21
	Purchase Order #: 240401	Voucher #: 156641	Invoice #: 1310785		2,104.70
	Invoice Description: PARKAS				
	001-175-540 UNIFORMS				2,104.70
	Purchase Order #: 0	Voucher #: 156642	Invoice #: 1311263		2,183.06
	Invoice Description: JACKETS				

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-175-540 UNIFORMS			2,183.06
Purchase Order #:	0	Voucher #: 156643	Invoice #: 1311307		209.86
Invoice Description:		GLOVES			
		001-175-507 EQUIPMENT/SMALL			209.86
Purchase Order #:	0	Voucher #: 156868	Invoice #: 1312608		51.59
Invoice Description:		PANT RPR			
		001-175-618 RPR MAINT/EQUIPMENT			51.59
*****	12/18/2024	7860 LISA R. NIX	Check	No	60.00
Purchase Order #:	0	Voucher #: 156557	Invoice #: 241122		30.00
Invoice Description:		HIIT			
		001-325-612 PROFESSIONAL FEES			30.00
Purchase Order #:	0	Voucher #: 156733	Invoice #: 241129		30.00
Invoice Description:		HITT			
		001-325-612 PROFESSIONAL FEES			30.00
*****	12/18/2024	7603 NIXON POWER SERVICES, LLC	Check	No	2,060.00
Purchase Order #:	0	Voucher #: 156644	Invoice #: MCB00138280		225.00
Invoice Description:		GNRTR MINOR MAINT			
		001-020-616 RPR/MAINT PLANT/BLDGS			225.00
Purchase Order #:	0	Voucher #: 156869	Invoice #: MCB00138273		225.00
Invoice Description:		GNRTR MINOR MAINT			
		001-030-618 RPR/MAINT EQUIPMENT			225.00
Purchase Order #:	0	Voucher #: 156870	Invoice #: MCB00138279		225.00
Invoice Description:		GNRTR MINOR MAINT			
		001-100-620 RPR/MAINT GROUNDS			225.00
Purchase Order #:	0	Voucher #: 156871	Invoice #: MCB00138284		225.00
Invoice Description:		ADMIN GNRTR MINOR MAINT			
		001-175-616 RPR/MAINT PLANT/BLDGS			225.00
Purchase Order #:	0	Voucher #: 156872	Invoice #: MCB00138286		225.00
Invoice Description:		STN 1 GNRTR MINOR MAINT			
		001-175-616 RPR/MAINT PLANT/BLDGS			225.00
Purchase Order #:	0	Voucher #: 156873	Invoice #: MCB00138331		225.00
Invoice Description:		STN 3 GNRTR MINOR MAINT			
		001-175-616 RPR/MAINT PLANT/BLDGS			225.00
Purchase Order #:	0	Voucher #: 156874	Invoice #: MCB00138623		355.00
Invoice Description:		COMM CTR GNRTR MINOR MAINT			
		411-681-616 RPR/MAINT BUILDING			355.00
Purchase Order #:	0	Voucher #: 157088	Invoice #: MCB00138625		355.00
Invoice Description:		GNRTR MINOR PREV MNT			
		001-325-616 RPR/MAINT PLANT/BLDGS			355.00
*****	12/18/2024	1515 ODP OFFICE SOLUTIONS, LLC	Check	No	931.73
Purchase Order #:	0	Voucher #: 156875	Invoice #: 396714552001		8.85
Invoice Description:		PRINTS			
		001-302-516 SUPPLIES/OPERATING			8.85
Purchase Order #:	0	Voucher #: 156876	Invoice #: 396841237001		374.23
Invoice Description:		WHITEBOARD			
		403-676-516 SUPPLIES/OPERATING			374.23
Purchase Order #:	0	Voucher #: 156877	Invoice #: 397234909001		93.19
Invoice Description:		USB DRIVES			
		001-100-516 SUPPLIES/OPERATING			93.19
Purchase Order #:	0	Voucher #: 156878	Invoice #: 379237761001		103.58
Invoice Description:		USB DRIVES			

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-100-516 SUPPLIES/OPERATING			65.59
		001-110-516 SUPPLIES/OPERATING			37.99
		Purchase Order #: 0 Voucher #: 157036 Invoice #: 394083844001			53.19
		Invoice Description: DAWN PRO			
		001-100-516 SUPPLIES/OPERATING			53.19
		Purchase Order #: 0 Voucher #: 157037 Invoice #: 394085765001			30.84
		Invoice Description: SWFFR DSTRS/ STNLSS OIL/ MGC ERSR			
		001-110-513 SUPPLIES/JANITORIAL			30.84
		Purchase Order #: 0 Voucher #: 157038 Invoice #: 394085771001			94.52
		Invoice Description: TONER/ ALL PRPS CLNR			
		001-100-516 SUPPLIES/OPERATING			75.56
		001-110-513 SUPPLIES/JANITORIAL			18.96
		Purchase Order #: 0 Voucher #: 157039 Invoice #: 394085777001			5.50
		Invoice Description: STIR STICKS			
		001-100-516 SUPPLIES/OPERATING			5.50
		Purchase Order #: 0 Voucher #: 157040 Invoice #: 394085780001			35.24
		Invoice Description: USB DRIVES			
		001-100-516 SUPPLIES/OPERATING			35.24
		Purchase Order #: 0 Voucher #: 157041 Invoice #: 394085782001			132.59
		Invoice Description: USB DRIVES			
		001-100-516 SUPPLIES/OPERATING			132.59
*****	12/18/2024	5334 OMG NATIONAL	Check	No	972.77
		Purchase Order #: 0 Voucher #: 157042 Invoice #: Y1488720			972.77
		Invoice Description: STICKERS			
		001-100-516 SUPPLIES/OPERATING			972.77
*****	12/18/2024	8615 OMTECH	Check	No	2,299.99
		Purchase Order #: 0 Voucher #: 156645 Invoice #: 2276M1			2,299.99
		Invoice Description: LASER ENGRAVER			
		430-682-507 EQUIPMENT/SMALL			2,299.99
*****	12/18/2024	1520 ORANGE BEACH AUTO & MARINE	Check	No	1,419.96
		Purchase Order #: 0 Voucher #: 156879 Invoice #: 68225			1,419.96
		Invoice Description: GNRTR BATTERIES			
		403-676-622 RPR/MAINT VEHICLES			1,419.96
*****	12/18/2024	6752 ORANGE BEACH HARDWARE STORE	Check	No	118.46
		Purchase Order #: 0 Voucher #: 156646 Invoice #: 39267			59.98
		Invoice Description: REPL CHAIN FOR SAW			
		001-614-731 GOMESA			59.98
		Purchase Order #: 0 Voucher #: 156647 Invoice #: 39320			58.48
		Invoice Description: MARINE ADHSV/ SEALANT			
		001-614-731 GOMESA			58.48
*****	12/18/2024	8150 SHARON OWENS	Check	No	1,157.65
		Purchase Order #: 0 Voucher #: 156758 Invoice #: 241130			1,157.65
		Invoice Description: NOV 2024			
		430-682-660 RESALE INV/ARTISTS			1,157.65
*****	12/18/2024	6345 PACESETTER PERSONNEL SERVICES	Check	No	1,929.60
		Purchase Order #: 0 Voucher #: 156648 Invoice #: 91883PEN			964.80
		Invoice Description: 11/12-11/15/24 LABOR			
		001-210-612 PROFESSIONAL FEES			964.80
		Purchase Order #: 0 Voucher #: 157043 Invoice #: 91900PEN			964.80
		Invoice Description: 11/18-11/22/24 LABOR			

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
	001-210-612	PROFESSIONAL FEES			964.80
*****	12/18/2024	6382 PARIS ACE HARDWARE	Check	No	2,104.87
Purchase Order #:	0	Voucher #: 156649	Invoice #: 35430251		5.93
Invoice Description:	DOOR STOP				
001-175-616	RPR/MAINT PLANT/BLDGS			5.93	
Purchase Order #:	0	Voucher #: 156650	Invoice #: 35430404		15.73
Invoice Description:	ADHSV LETTERING				
001-614-736	ROSEMARY TRAIL CABINS			15.73	
Purchase Order #:	0	Voucher #: 156651	Invoice #: 35434453		14.38
Invoice Description:	COUPLINGS				
001-175-616	RPR/MAINT PLANT/BLDGS			14.38	
Purchase Order #:	0	Voucher #: 156652	Invoice #: 35444261		22.99
Invoice Description:	SLEDGE HAMMER				
001-200-516	SUPPLIES/OPERATING			22.99	
Purchase Order #:	0	Voucher #: 156653	Invoice #: 35444627		116.37
Invoice Description:	AIR HOSE/ CPLR/ PLUG				
001-410-618	RPR/MAINT EQUIPMENT			116.37	
Purchase Order #:	0	Voucher #: 156654	Invoice #: 35444748		87.64
Invoice Description:	HS WLL MNTS/ TUBE CTTR/ SLDR WR				
001-410-618	RPR/MAINT EQUIPMENT			87.64	
Purchase Order #:	0	Voucher #: 156655	Invoice #: 35444904		28.92
Invoice Description:	SCRWS/ NUTS/ BOLTS				
001-301-516	SUPPLIES/OPERATING			28.92	
Purchase Order #:	0	Voucher #: 156656	Invoice #: 35444908		3.22
Invoice Description:	COUPLINGS				
001-410-618	RPR/MAINT EQUIPMENT			3.22	
Purchase Order #:	0	Voucher #: 156657	Invoice #: 35444925		12.59
Invoice Description:	CAUTION TAPE				
001-200-516	SUPPLIES/OPERATING			12.59	
Purchase Order #:	0	Voucher #: 156658	Invoice #: 35444947		28.41
Invoice Description:	CPLNGS/ PVC CMNT				
001-410-516	SUPPLIES/OPERATING			28.41	
Purchase Order #:	0	Voucher #: 156659	Invoice #: 35444961		71.99
Invoice Description:	BOLT CUTTER				
001-200-516	SUPPLIES/OPERATING			71.99	
Purchase Order #:	0	Voucher #: 156660	Invoice #: 35445072		32.03
Invoice Description:	BILGE PUMP				
001-410-516	SUPPLIES/OPERATING			32.03	
Purchase Order #:	0	Voucher #: 156661	Invoice #: 35445232		93.24
Invoice Description:	DRLL BTS/ NUTS/ BOLTS				
403-676-516	SUPPLIES/OPERATING			93.24	
Purchase Order #:	0	Voucher #: 156662	Invoice #: 35445272		176.04
Invoice Description:	S1 SPRY PNT/ PNT RMVR/ FLR SCRPR				
001-175-616	RPR/MAINT PLANT/BLDGS			176.04	
Purchase Order #:	0	Voucher #: 156663	Invoice #: 35445405		186.48
Invoice Description:	WRNCHES/ SEALANT/ SCRWDVR SET				
403-676-516	SUPPLIES/OPERATING			186.48	
Purchase Order #:	0	Voucher #: 156664	Invoice #: 35445426		59.38
Invoice Description:	REPL CHAINS FOR SAW				
001-614-731	GOMESA			59.38	
Purchase Order #:	0	Voucher #: 156665	Invoice #: 35445462		1.80
Invoice Description:	EXCHG REPL CHAINS FOR SAW				

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-614-731 GOMESA		1.80	
Purchase Order #:	0	Voucher #: 156666	Invoice #: 35445476		19.99
Invoice Description:		PLIERS			
		001-410-516 SUPPLIES/OPERATING		19.99	
Purchase Order #:	0	Voucher #: 156667	Invoice #: 35445497		-61.18
Invoice Description:		CRDT CHAIN FOR SAW			
		001-614-731 GOMESA		-61.18	
Purchase Order #:	0	Voucher #: 156668	Invoice #: 35445778		17.21
Invoice Description:		EXTN CORD/ NUTS/ BOLTS			
		001-410-516 SUPPLIES/OPERATING		17.21	
Purchase Order #:	0	Voucher #: 156880	Invoice #: 35443579		37.38
Invoice Description:		CUT WHL/ GAS CYLNR			
		430-682-516 SUPPLIES/OPERATING		37.38	
Purchase Order #:	0	Voucher #: 156881	Invoice #: 35444831		5.40
Invoice Description:		EXCHG SEAM BNDR/ CRPT BNDR			
		001-325-516 SUPPLIES/OPERATING		5.40	
Purchase Order #:	0	Voucher #: 156882	Invoice #: 35445846		7.39
Invoice Description:		MRKRS/ KEYS/ KEY RING			
		001-325-516 SUPPLIES/OPERATING		7.39	
Purchase Order #:	0	Voucher #: 156883	Invoice #: 35446011		76.16
Invoice Description:		CUPWHL/ HNDLS/ BOLT EYE/ STRP			
		001-175-616 RPR/MAINT PLANT/BLDGS		76.16	
Purchase Order #:	0	Voucher #: 156884	Invoice #: 35446709		0.52
Invoice Description:		PEX PIPE			
		001-410-652 STATE PARK EXPENSES		0.52	
Purchase Order #:	0	Voucher #: 156885	Invoice #: 35446752		37.57
Invoice Description:		SMK PELLETS/ CLNRS/ BRSH			
		001-100-516 SUPPLIES/OPERATING		37.57	
Purchase Order #:	0	Voucher #: 156886	Invoice #: 35446768		3.59
Invoice Description:		SCRUB PADS			
		001-100-516 SUPPLIES/OPERATING		3.59	
Purchase Order #:	0	Voucher #: 156887	Invoice #: 35446824		14.20
Invoice Description:		WOOD FLLR/ PTTY KNF			
		001-303-616 RPR/MAINT PLANT/BLDGS		14.20	
Purchase Order #:	0	Voucher #: 156888	Invoice #: 35446935		32.25
Invoice Description:		PNEU CLSR/ CAR WAX/ MGC ERSRS			
		001-175-618 RPR MAINT/EQUIPMENT		32.25	
Purchase Order #:	0	Voucher #: 156889	Invoice #: 35447119		54.18
Invoice Description:		EXTN CORD/ PLIER-WRNCH SET			
		001-410-516 SUPPLIES/OPERATING		54.18	
Purchase Order #:	0	Voucher #: 156890	Invoice #: 35447146		19.79
Invoice Description:		CARPET SPOT RMVR			
		411-681-513 SUPPLIES/JANITORIAL		19.79	
Purchase Order #:	0	Voucher #: 156891	Invoice #: 35447171		15.14
Invoice Description:		TAPE/ EXTN CORDS			
		001-410-516 SUPPLIES/OPERATING		15.14	
Purchase Order #:	0	Voucher #: 156892	Invoice #: 35447236		203.18
Invoice Description:		BATTERIES/ PLIERS			
		403-676-516 SUPPLIES/OPERATING		203.18	
Purchase Order #:	0	Voucher #: 156893	Invoice #: 35447288		94.36
Invoice Description:		STN 1 PNT PRMR/ RLLRS/ TRAYS			
		001-175-616 RPR/MAINT PLANT/BLDGS		94.36	
Purchase Order #:	0	Voucher #: 156894	Invoice #: 35447377		14.63

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2024

Check Register for 12/5/2024 to 12/18/2024 & 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> HAMMER/ NUTS/ BOLTS					
001-304-616		RPR/MAINT PLANT/BLDGS			14.63
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 156895	<i>Invoice #:</i> 35447447		21.59
<i>Invoice Description:</i> BOLT CUTTER					
430-682-516		SUPPLIES/OPERATING			21.59
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 156896	<i>Invoice #:</i> 35447462		3.60
<i>Invoice Description:</i> EXCHG BLT CTTR/ SRG PRTCTR					
430-682-516		SUPPLIES/OPERATING			3.60
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 156897	<i>Invoice #:</i> 35447518		0.50
<i>Invoice Description:</i> NUTS/ BOLTS					
001-304-616		RPR/MAINT PLANT/BLDGS			0.50
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 156898	<i>Invoice #:</i> 35447612		70.83
<i>Invoice Description:</i> RTCHT STRPS/ LTHM BTTRIES					
001-410-516		SUPPLIES/OPERATING			70.83
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 156899	<i>Invoice #:</i> 35448088		55.68
<i>Invoice Description:</i> ADHSV LTTRS/ MLBOX/ SCRWS					
001-175-516		SUPPLIES/OPERATING			55.68
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 156900	<i>Invoice #:</i> 35448951		48.57
<i>Invoice Description:</i> #351 CVRALLS/ GLVS					
001-410-618		RPR/MAINT EQUIPMENT			48.57
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 156901	<i>Invoice #:</i> 35449029		60.46
<i>Invoice Description:</i> PADLK/ EXTN CRD/ CLNR/ BLCH					
430-682-516		SUPPLIES/OPERATING			60.46
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 157044	<i>Invoice #:</i> 35445831		35.30
<i>Invoice Description:</i> CBL TIES/ DRLL BIT/ BOLTS/ ROPE CLPS					
001-001-507		EQUIPMENT/SMALL			35.30
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 157045	<i>Invoice #:</i> 35445928		14.36
<i>Invoice Description:</i> ANCHOR SHACKLES					
001-001-507		EQUIPMENT/SMALL			14.36
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 157046	<i>Invoice #:</i> 35446014		28.78
<i>Invoice Description:</i> CMAS LIGHT TIMERS					
001-001-507		EQUIPMENT/SMALL			28.78
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 157047	<i>Invoice #:</i> 35446263		108.95
<i>Invoice Description:</i> 'VSNS' AA BATTERIES					
001-375-636		PRODUCTION COST			108.95
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 157048	<i>Invoice #:</i> 35447215		1.64
<i>Invoice Description:</i> KEY					
001-200-513		SUPPLIES/JANITORIAL			1.64
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 157049	<i>Invoice #:</i> 35447693		8.20
<i>Invoice Description:</i> KEYS					
001-100-516		SUPPLIES/OPERATING			8.20
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 157050	<i>Invoice #:</i> 49410463		97.51
<i>Invoice Description:</i> LP GAS/ GRDN KNEELER					
001-210-516		SUPPLIES/OPERATING			97.51
*****	12/18/2024	6102 KERRY PARKS	Check	No	201.50
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 156759	<i>Invoice #:</i> 241130		201.50
<i>Invoice Description:</i> NOV 2024					
430-682-660		RESALE INV/ARTISTS			201.50
*****	12/18/2024	3555 PARKWAY EQUIPMENT INC.	Check	No	138.05
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 156669	<i>Invoice #:</i> 01-28854		159.70
<i>Invoice Description:</i> #1113 BELT					
001-210-618		RPR/MAINT EQUIPMENT			159.70

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #: 0		Voucher #: 156670	Invoice #: 26968C		-21.65
Invoice Description: PD 2X CHKs 165523,166273					
001-301-618 RPR/MAINT EQUIPMENT					-21.65
***** 12/18/2024	4077 CATHY PASCOE	Check	No	21.45	
Purchase Order #: 0	Voucher #: 156760	Invoice #: 241130		21.45	
Invoice Description: NOV 2024					
430-682-660 RESALE INV/ARTISTS				21.45	
***** 12/18/2024	1616 PEAK SOFTWARE SYSTEMS INC	Check	No	4,350.45	
Purchase Order #: 240555	Voucher #: 157089	Invoice #: 027915		4,350.45	
Invoice Description: DISC \$134.55 '24 SPRTSMAN RNWL					
001-325-612 PROFESSIONAL FEES				4,350.45	
***** 12/18/2024	5676 PHOENIX WEST OWNER'S ASSOC	Check	No	143.48	
Purchase Order #: 0	Voucher #: 157051	Invoice #: 2024-12		143.48	
Invoice Description: DEC 2024					
001-175-605 COMMUNICATIONS				143.48	
***** 12/18/2024	6404 PINNACLE NETWORKX, LLC	Check	No	8,483.95	
Purchase Order #: 240395	Voucher #: 157052	Invoice #: 19782		8,483.95	
Invoice Description: SMARTBOARD/ INSTALL					
001-001-507 EQUIPMENT/SMALL				8,483.95	
***** 12/18/2024	7943 BARBARA PRICE	Check	No	65.65	
Purchase Order #: 0	Voucher #: 156762	Invoice #: 241130		65.65	
Invoice Description: NOV 2024					
430-682-660 RESALE INV/ARTISTS				65.65	
***** 12/18/2024	6074 PRINTING PROS	Check	No	184.79	
Purchase Order #: 0	Voucher #: 156902	Invoice #: 17522		73.00	
Invoice Description: WTRPRF PPR/ LOF FLYRS					
001-410-516 SUPPLIES/OPERATING				73.00	
Purchase Order #: 0	Voucher #: 156903	Invoice #: 17538		91.04	
Invoice Description: SEA TRTL CARDS					
001-410-516 SUPPLIES/OPERATING				91.04	
Purchase Order #: 0	Voucher #: 156904	Invoice #: 17565		20.75	
Invoice Description: LIGHT UP ARTS FLYERS					
430-682-650 EXHIBITIONS & PROMOTIONS				20.75	
***** 12/18/2024	5450 PRO CHEM INC.	Check	No	1,121.10	
Purchase Order #: 0	Voucher #: 156671	Invoice #: 181587		305.10	
Invoice Description: BUZZ KILL/ PAINT					
001-210-516 SUPPLIES/OPERATING				305.10	
Purchase Order #: 0	Voucher #: 156672	Invoice #: 181691		173.55	
Invoice Description: WASH-N-WAX					
001-210-516 SUPPLIES/OPERATING				173.55	
Purchase Order #: 0	Voucher #: 156673	Invoice #: 181930		320.42	
Invoice Description: GLOVES					
001-210-516 SUPPLIES/OPERATING				320.42	
Purchase Order #: 0	Voucher #: 157053	Invoice #: 182145		322.03	
Invoice Description: GLOVES					
001-210-516 SUPPLIES/OPERATING				322.03	
***** 12/18/2024	6008 PUBLIX SUPER MARKETS, INC	Check	No	373.41	
Purchase Order #: 0	Voucher #: 156674	Invoice #: 1004718775		37.47	
Invoice Description: INMATE RX					

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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			37.47
	Purchase Order #:	0 Voucher #: 156675	Invoice #: 1004719787		13.77
	Invoice Description:	INMATE RX			
		001-110-516 SUPPLIES/OPERATING			13.77
	Purchase Order #:	0 Voucher #: 156905	Invoice #: 1005210682		36.57
	Invoice Description:	INMATE RX			
		001-110-516 SUPPLIES/OPERATING			36.57
	Purchase Order #:	0 Voucher #: 156906	Invoice #: 1005924993		186.25
	Invoice Description:	GIFT CARDS/ CHKN TNDRS/ SIDES			
		001-304-516 SUPPLIES/OPERATING			186.25
	Purchase Order #:	0 Voucher #: 156907	Invoice #: 1006403731		17.29
	Invoice Description:	INMATE OTC MED			
		001-110-516 SUPPLIES/OPERATING			17.29
	Purchase Order #:	0 Voucher #: 157054	Invoice #: 1003627587		58.46
	Invoice Description:	CNCL LUNCH 11.19.24			
		001-001-516 SUPPLIES/OPERATING			58.46
	Purchase Order #:	0 Voucher #: 157055	Invoice #: 1009541207		23.60
	Invoice Description:	INMATE RX			
		001-110-516 SUPPLIES/OPERATING			23.60
*****	12/18/2024	6703 QUADIENT FINANCE USA, INC	Check	No	10,000.00
	Purchase Order #:	0 Voucher #: 157056	Invoice #: 241205		10,000.00
	Invoice Description:	POSTAGE			
		001-020-605 COMMUNICATIONS			10,000.00
*****	12/18/2024	7434 MICHAEL S. RABREN	Check	No	597.35
	Purchase Order #:	0 Voucher #: 156763	Invoice #: 241130		597.35
	Invoice Description:	NOV 2024			
		430-682-660 RESALE INV/ARTISTS			597.35
*****	12/18/2024	5394 RACINE'S FEED, GARDEN & SUPPLY	Check	No	196.00
	Purchase Order #:	0 Voucher #: 156908	Invoice #: 937109		196.00
	Invoice Description:	28 HAY BALES			
		001-175-630 TRAINING/TRAVEL			196.00
*****	12/18/2024	7590 ROBERSON SERVICES OF ALABAMA LLC	Check	No	106.50
	Purchase Order #:	0 Voucher #: 156909	Invoice #: 310		106.50
	Invoice Description:	11/10/24 TBLCLTH CLN			
		430-682-612 PROFESSIONAL FEES			106.50
*****	12/18/2024	6829 ROBERT J YOUNG COMPANY, LLC	Check	No	271.77
	Purchase Order #:	0 Voucher #: 156676	Invoice #: INV7225730		271.77
	Invoice Description:	10/18-11/17/24 COPIER			
		001-175-612 PROFESSIONAL FEES			271.77
*****	12/18/2024	8318 RHONDA L. ROBINS	Check	No	215.80
	Purchase Order #:	0 Voucher #: 156764	Invoice #: 241130		215.80
	Invoice Description:	NOV 2024			
		430-682-660 RESALE INV/ARTISTS			215.80
*****	12/18/2024	7451 RODENTPRO.COM, LLC	Check	No	1,386.75
	Purchase Order #:	0 Voucher #: 156910	Invoice #: 857679		1,386.75
	Invoice Description:	FRZN WDLDF FOOD			
		001-410-516 SUPPLIES/OPERATING			1,386.75
*****	12/18/2024	6064 ELLEN V. RODGERS	Check	No	182.00
	Purchase Order #:	0 Voucher #: 156765	Invoice #: 241130		182.00

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Check Register for 12/5/2024 to 12/18/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Invoice Description:		NOV 2024			
	430-682-660	RESALE INV/ARTISTS			182.00
*****	12/18/2024	6397 DANIEL W. RUSH	Check	No	149.50
Purchase Order #:	0	Voucher #: 156766	Invoice #: 241130		149.50
Invoice Description:		NOV 2024			
	430-682-660	RESALE INV/ARTISTS			149.50
*****	12/18/2024	1980 SAFE HARBOR SPORTSMAN BEVERAGE	Check	No	523.69
Purchase Order #:	0	Voucher #: 156911	Invoice #: 5967746		224.06
Invoice Description:		#492- 53.348 GAL DIESEL			
	001-175-510	GAS/OIL			224.06
Purchase Order #:	0	Voucher #: 156912	Invoice #: 5848021		299.63
Invoice Description:		71.343 GAL DIESEL			
	001-175-510	GAS/OIL			299.63
*****	12/18/2024	1924 SAM'S CLUB DIRECT	Check	No	2,295.00
Purchase Order #:	0	Voucher #: 156677	Invoice #: 241120		1,836.00
Invoice Description:		4 PLLTS BTTLD WTR			
	001-200-516	SUPPLIES/OPERATING			612.00
	001-210-516	SUPPLIES/OPERATING			612.00
	404-677-516	SUPPLIES/OPERATING			612.00
Purchase Order #:	0	Voucher #: 156678	Invoice #: 241121		459.00
Invoice Description:		1 PLLT BTTLD WTR			
	403-676-516	SUPPLIES/OPERATING			459.00
*****	12/18/2024	1370 SANDY SANSING CHEVROLET OF FOLEY	Check	No	2,276.07
Purchase Order #:	0	Voucher #: 157057	Invoice #: 423556		2,210.52
Invoice Description:		LESS \$85.15TAX #862 RPR			
	001-210-622	RPR/MAINT VEHICLES			2,210.52
Purchase Order #:	0	Voucher #: 157058	Invoice #: 737789		65.55
Invoice Description:		#801 TANK/ CAP			
	001-210-622	RPR/MAINT VEHICLES			65.55
*****	12/18/2024	3435 SANSOM EQUIPMENT CO.	Check	No	1,454.36
Purchase Order #:	0	Voucher #: 156913	Invoice #: W03874		1,454.36
Invoice Description:		ROVER CMRA RPR			
	403-676-622	RPR/MAINT VEHICLES			1,454.36
*****	12/18/2024	8577 SASSY TOOLS, LLC	Check	No	1,140.96
Purchase Order #:	0	Voucher #: 156679	Invoice #: D 2584		399.99
Invoice Description:		MLTIMTR/ LOW-AMP PRB			
	001-210-507	EQUIPMENT/SMALL			399.99
Purchase Order #:	0	Voucher #: 156914	Invoice #: D 2774		740.97
Invoice Description:		RTRY HMMR DRLL KIT/ RTRY HMMR			
	403-676-516	SUPPLIES/OPERATING			740.97
*****	12/18/2024	6240 SAWGRASS CONSULTING LLC	Check	No	1,620.00
Purchase Order #:	0	Voucher #: 156680	Invoice #: 6431		1,620.00
Invoice Description:		AT&T, SMMRCHS CNSLTNG			
	001-000-120	TOWER ESCROW FUNDS			1,620.00
*****	12/18/2024	6685 LINDA BELL SCHORER	Check	No	130.00
Purchase Order #:	0	Voucher #: 156767	Invoice #: 241130		130.00
Invoice Description:		NOV 2024			
	430-682-660	RESALE INV/ARTISTS			130.00

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	12/18/2024	7365 SEQUEL ELECTRICAL SUPPLY, LLC	Check	No	805.34
Purchase Order #:	0	Voucher #: 156915	Invoice #: S4036645.001		690.29
Invoice Description:	LIGHT FXTRS				
403-676-616	RPR/MAINT PLANT/BLDGS				690.29
Purchase Order #:	0	Voucher #: 156916	Invoice #: S4037201.001		115.05
Invoice Description:	LIGHT FXTR				
403-676-616	RPR/MAINT PLANT/BLDGS				115.05
*****	12/18/2024	1930 SHERWIN-WILLIAMS	Check	No	1,013.07
Purchase Order #:	0	Voucher #: 156681	Invoice #: 1751-6		539.90
Invoice Description:	PAINT				
430-682-620	RPR/MAINT GROUNDS				539.90
Purchase Order #:	0	Voucher #: 156682	Invoice #: 3947-5		354.52
Invoice Description:	PNT/ TIP GRD/ CVRS				
430-682-620	RPR/MAINT GROUNDS				354.52
Purchase Order #:	0	Voucher #: 156683	Invoice #: 3964-0		118.65
Invoice Description:	PAINT				
001-301-616	RPR/MAINT PLANT/BLDGS				118.65
*****	12/18/2024	3723 SHORELINE ENVIRONMENTAL, INC.	Check	No	125.00
Purchase Order #:	0	Voucher #: 156684	Invoice #: 70113		125.00
Invoice Description:	250 GAL USED OIL PKUP				
404-677-612	PROFESSIONAL FEES				125.00
*****	12/18/2024	6543 JANE SIMS	Check	No	150.00
Purchase Order #:	0	Voucher #: 156558	Invoice #: 241122		60.00
Invoice Description:	P90X/ PIYO				
001-325-612	PROFESSIONAL FEES				60.00
Purchase Order #:	0	Voucher #: 156734	Invoice #: 241129		90.00
Invoice Description:	PIYO/ P90X				
001-325-612	PROFESSIONAL FEES				90.00
*****	12/18/2024	5966 SONIA A. SMITH	Check	No	35.75
Purchase Order #:	0	Voucher #: 156768	Invoice #: 241130		35.75
Invoice Description:	NOV 2024				
430-682-660	RESALE INV/ARTISTS				35.75
*****	12/18/2024	5774 SOUND ASSOCIATES, INC	Check	No	1,250.00
Purchase Order #:	0	Voucher #: 157059	Invoice #: 241204		1,250.00
Invoice Description:	TREE LTNG STAGE LIGHTS				
411-681-650	EXHIBITS & PROMOTIONS				1,250.00
*****	12/18/2024	8550 SOUTHERN HOME AND ART	Check	No	1,300.00
Purchase Order #:	0	Voucher #: 156769	Invoice #: 241130		1,300.00
Invoice Description:	NOV 2024				
430-682-660	RESALE INV/ARTISTS				1,300.00
*****	12/18/2024	6700 SOUTHERN RAPID HEALTHCARE INC	Check	No	600.00
Purchase Order #:	0	Voucher #: 156917	Invoice #: 20865		600.00
Invoice Description:	RN JAIL VISITS				
001-110-612	PROFESSIONAL FEES				600.00
*****	12/18/2024	7383 SOUTHERN TIRE MART, LLC	Check	No	2,757.90
Purchase Order #:	0	Voucher #: 156685	Invoice #: 2030135754		873.60
Invoice Description:	#275 TIRES				
001-100-622	RPR/MAINT VEHICLES				873.60

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Purchase Order #:	0	Voucher #: 156686	Invoice #: 2030137041		270.42
Invoice Description:	#953 TIRES				
	404-677-618 RPR/MAINT EQUIPMENT				270.42
Purchase Order #:	0	Voucher #: 156687	Invoice #: 2030137371		1,137.72
Invoice Description:	#641 TIRES				
	403-676-622 RPR/MAINT VEHICLES				1,137.72
Purchase Order #:	0	Voucher #: 156688	Invoice #: 2030137488		476.16
Invoice Description:	#264 TIRES				
	001-100-622 RPR/MAINT VEHICLES				476.16
*****	12/18/2024	8434 SRIXON / CLEVELAND GOLF / XXIO	Check	No	3,762.60
Purchase Order #:	0	Voucher #: 156918	Invoice #: 8157123 SO		334.00
Invoice Description:	TOWELS				
	001-303-660 COST OF GOODS SOLD RETAIL				334.00
Purchase Order #:	0	Voucher #: 156919	Invoice #: 8158790 SO		678.60
Invoice Description:	GOLF BALLS				
	001-303-660 COST OF GOODS SOLD RETAIL				678.60
Purchase Order #:	240567	Voucher #: 156920	Invoice #: 8158791 SO		2,750.00
Invoice Description:	RANGE BALLS				
	001-303-516 SUPPLIES/OPERATING				2,750.00
*****	12/18/2024	6756 STAPLES BUSINESS ADVANTAGE	Check	No	1,576.58
Purchase Order #:	0	Voucher #: 156689	Invoice #: 6017594242		173.76
Invoice Description:	COPY PPR/ WLL CLNDR/ PLNNR				
	001-020-516 SUPPLIES/OPERATING				173.76
Purchase Order #:	0	Voucher #: 156921	Invoice #: 6017594240		132.39
Invoice Description:	FLOOR LAMP				
	001-350-516 SUPPLIES/OPERATING				132.39
Purchase Order #:	0	Voucher #: 156922	Invoice #: 6017594245		112.80
Invoice Description:	COPY PPR/ PENS/ LBLS/ POST-ITS				
	001-010-516 SUPPLIES/OPERATING				112.80
Purchase Order #:	0	Voucher #: 156923	Invoice #: 6017594247		546.01
Invoice Description:	TONER/ COPY PPR/ TAPE/ TISSUES				
	001-030-516 SUPPLIES/OPERATING				546.01
Purchase Order #:	0	Voucher #: 156924	Invoice #: 6017594248		45.49
Invoice Description:	COPY PPR				
	001-350-516 SUPPLIES/OPERATING				45.49
Purchase Order #:	0	Voucher #: 156925	Invoice #: 6017594250		133.83
Invoice Description:	FLDRS/ KEYBOARD				
	001-030-516 SUPPLIES/OPERATING				133.83
Purchase Order #:	0	Voucher #: 156926	Invoice #: 6017594252		-59.99
Invoice Description:	CRDT- LAMINATOR				
	001-350-516 SUPPLIES/OPERATING				-59.99
Purchase Order #:	0	Voucher #: 156927	Invoice #: 6017594254		158.61
Invoice Description:	COPY PPR/ LBLS/ STKY NOTES				
	001-030-516 SUPPLIES/OPERATING				158.61
Purchase Order #:	0	Voucher #: 156928	Invoice #: 6018403067		13.79
Invoice Description:	SCANNER ADPTR				
	001-020-516 SUPPLIES/OPERATING				13.79
Purchase Order #:	0	Voucher #: 156929	Invoice #: 6018403068		92.09
Invoice Description:	INK				
	001-030-516 SUPPLIES/OPERATING				92.09
Purchase Order #:	0	Voucher #: 156930	Invoice #: 6018403069		43.96
Invoice Description:	P-TCH TAPE				

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-410-516 SUPPLIES/OPERATING			43.96
		Purchase Order #: 0 Voucher #: 157060 Invoice #: 6017168220			183.84
		Invoice Description: FLOOR SWPR/ DSHWSHR DET			
		001-001-513 SUPPLIES/JANITORIAL			183.84
*****	12/18/2024	3835 SUNBELT RENTALS, INC	Check	No	2,184.25
		Purchase Order #: 0 Voucher #: 156690 Invoice #: 161189869-0001			2,184.25
		Invoice Description: 10/24-11/04/24 FRKLFT RENT			
		001-614-733 COASTAL RESOURCE WILDLIFE CTR			2,184.25
*****	12/18/2024	2002 SUN COAST ENERGY	Check	No	45,553.00
		Purchase Order #: 240372 Voucher #: 156931 Invoice #: 21588			45,553.00
		Invoice Description: COMM CTR HVAC REPL			
		411-681-710 BUILDING UPGRADES			45,553.00
*****	12/18/2024	6107 SUNSOUTH, LLC	Check	No	10,770.51
		Purchase Order #: 0 Voucher #: 156691 Invoice #: 5058495			50.36
		Invoice Description: #639 WHEEL/ BSHNG/ BOLTS/ LK NUTS			
		403-676-622 RPR/MAINT VEHICLES			50.36
		Purchase Order #: 0 Voucher #: 156692 Invoice #: 5059095			1,334.84
		Invoice Description: #0024 SPNDLS/ CTTR PINS			
		001-200-618 RPR/MAINT EQUIPMENT			1,334.84
		Purchase Order #: 240514 Voucher #: 156932 Invoice #: 5056410			5,164.12
		Invoice Description: #639 FUEL PMP/ FLTRS/ PIPE KIT			
		403-676-622 RPR/MAINT VEHICLES			5,164.12
		Purchase Order #: 0 Voucher #: 156933 Invoice #: 5057315			112.65
		Invoice Description: GNRTR SPARK UNIT			
		403-676-616 RPR/MAINT PLANT/BLDGS			112.65
		Purchase Order #: 240544 Voucher #: 156934 Invoice #: 5058479			3,268.11
		Invoice Description: #639 FUEL INJCTN			
		403-676-622 RPR/MAINT VEHICLES			3,268.11
		Purchase Order #: 0 Voucher #: 156935 Invoice #: 5064574			588.71
		Invoice Description: #610 RPR- SOLENOID V			
		403-676-622 RPR/MAINT VEHICLES			588.71
		Purchase Order #: 0 Voucher #: 157061 Invoice #: 5061126			251.72
		Invoice Description: #0024 BELT			
		001-200-618 RPR/MAINT EQUIPMENT			251.72
		Purchase Order #: 0 Voucher #: 157062 Invoice #: 6062098			965.14
		Invoice Description: #828,792 WNDSHLD KITS			
		404-677-618 RPR/MAINT EQUIPMENT			965.14
		Purchase Order #: 0 Voucher #: 157063 Invoice #: 5063756			-965.14
		Invoice Description: CRDT-#828,792 WNDSHLD KITS			
		404-677-618 RPR/MAINT EQUIPMENT			-965.14
*****	12/18/2024	7962 SWEAT TIRE OF FOLEY	Check	No	99.75
		Purchase Order #: 0 Voucher #: 156693 Invoice #: 85793			47.25
		Invoice Description: #426 TIRE RPR			
		001-175-622 RPR/MAINT VEHICLES			47.25
		Purchase Order #: 0 Voucher #: 156936 Invoice #: 79903			52.50
		Invoice Description: DOLLY REPAIR			
		001-410-618 RPR/MAINT EQUIPMENT			52.50
*****	12/18/2024	2016 SWIFT SUPPLY, INC.	Check	No	3,684.70
		Purchase Order #: 0 Voucher #: 156694 Invoice #: 957250			129.97
		Invoice Description: TRGGR TOOL/ PWDR LDS/ PINS			

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

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Check Register for 12/5/2024 to 12/18/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-200-516 SUPPLIES/OPERATING			129.97
	Purchase Order #:	0 Voucher #: 156695	Invoice #: 957310		12.99
	Invoice Description:	POWDER LOADS			
		001-350-616 RPR/MAINT PLANT/BLDGS			12.99
	Purchase Order #:	0 Voucher #: 156696	Invoice #: 957400		175.34
	Invoice Description:	REBAR/ SCREWS			
		001-614-733 COASTAL RESOURCE WILDLIFE CTR			175.34
	Purchase Order #:	0 Voucher #: 156697	Invoice #: 957718		179.89
	Invoice Description:	PLYWOOD/ DROPCLTH/ PAIL			
		001-614-733 COASTAL RESOURCE WILDLIFE CTR			179.89
	Purchase Order #:	0 Voucher #: 156698	Invoice #: 957926		39.17
	Invoice Description:	STAKES			
		001-200-516 SUPPLIES/OPERATING			39.17
	Purchase Order #:	0 Voucher #: 156699	Invoice #: 958035		39.74
	Invoice Description:	STAKES/ SCREWS			
		001-200-516 SUPPLIES/OPERATING			39.74
	Purchase Order #:	0 Voucher #: 156700	Invoice #: 958735		12.72
	Invoice Description:	LUMBER			
		001-200-516 SUPPLIES/OPERATING			12.72
	Purchase Order #:	0 Voucher #: 156937	Invoice #: 956419		95.64
	Invoice Description:	SHEATHING			
		001-604-710 POLICE STATION CONSTRUCTI			95.64
	Purchase Order #:	0 Voucher #: 156938	Invoice #: 958703		74.38
	Invoice Description:	PLYWOOD			
		001-301-616 RPR/MAINT PLANT/BLDGS			74.38
	Purchase Order #:	0 Voucher #: 156939	Invoice #: 958752		85.10
	Invoice Description:	SCREWS			
		001-614-733 COASTAL RESOURCE WILDLIFE CTR			85.10
	Purchase Order #:	0 Voucher #: 156940	Invoice #: 958958		222.90
	Invoice Description:	15 BAGS MASONRY CEMENT			
		001-614-733 COASTAL RESOURCE WILDLIFE CTR			222.90
	Purchase Order #:	0 Voucher #: 156941	Invoice #: 959056		185.00
	Invoice Description:	REBAR			
		001-614-733 COASTAL RESOURCE WILDLIFE CTR			185.00
	Purchase Order #:	0 Voucher #: 156942	Invoice #: 959180		222.90
	Invoice Description:	15 BAGS MSNRY CMNT			
		001-614-733 COASTAL RESOURCE WILDLIFE CTR			222.90
	Purchase Order #:	0 Voucher #: 156943	Invoice #: 959183		928.80
	Invoice Description:	STRTCHR BLKS			
		001-614-733 COASTAL RESOURCE WILDLIFE CTR			928.80
	Purchase Order #:	0 Voucher #: 157064	Invoice #: 955336		53.28
	Invoice Description:	SHEETRK/ STUDS			
		001-001-616 RPR/MAINT PLANT/BLDGS			53.28
	Purchase Order #:	0 Voucher #: 157065	Invoice #: 957051		233.85
	Invoice Description:	PLYWOOD- CMAS DECOR			
		001-001-507 EQUIPMENT/SMALL			233.85
	Purchase Order #:	0 Voucher #: 157066	Invoice #: 957305		701.55
	Invoice Description:	PLYWOOD- CMAS DECOR			
		001-001-507 EQUIPMENT/SMALL			701.55
	Purchase Order #:	0 Voucher #: 157067	Invoice #: 958841		75.00
	Invoice Description:	EXPNSN JNTS			
		001-200-516 SUPPLIES/OPERATING			75.00
	Purchase Order #:	0 Voucher #: 157068	Invoice #: 958864		138.14

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City Of Orange Beach

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Invoice Description: JNT CMPND/ JNT TAPE/ CRNR BD					
		001-350-616 RPR/MAINT PLANT/BLDGS			138.14
Purchase Order #:	0	Voucher #: 157069	Invoice #: 959640		78.34
Invoice Description: STAKES					
		001-200-516 SUPPLIES/OPERATING			78.34
*****	12/18/2024	8292 JACK SWINDLE	Check	No	82.55
Purchase Order #:	0	Voucher #: 156770	Invoice #: 241130		82.55
Invoice Description: NOV 2024					
		430-682-660 RESALE INV/ARTISTS			82.55
*****	12/18/2024	3492 SYSCO GULF COAST INC	Check	No	1,315.98
Purchase Order #:	0	Voucher #: 156944	Invoice #: 17427389P 0		-118.14
Invoice Description: CRDT- COCOA MIX					
		001-301-516 SUPPLIES/OPERATING			-118.14
Purchase Order #:	0	Voucher #: 156945	Invoice #: 374888339 8		1,434.12
Invoice Description: FRNKS/ BF PATTIES					
		001-301-516 SUPPLIES/OPERATING			1,434.12
*****	12/18/2024	6802 TARGET SOLUTIONS LEARNING	Check	No	2,406.85
Purchase Order #:	0	Voucher #: 156946	Invoice #: INV108626		2,406.85
Invoice Description: 2025 SCHED SFTWR					
		001-410-612 PROFESSIONAL FEES			2,406.85
*****	12/18/2024	8027 JILL TAYLOR	Check	No	570.00
Purchase Order #:	0	Voucher #: 156559	Invoice #: 241122		210.00
Invoice Description: YOGA/ BCF					
		001-325-612 PROFFESIONAL FEES			210.00
Purchase Order #:	0	Voucher #: 156735	Invoice #: 241129		60.00
Invoice Description: YOGA					
		001-325-612 PROFFESIONAL FEES			60.00
Purchase Order #:	0	Voucher #: 156947	Invoice #: 241127		300.00
Invoice Description: SR CTR YOGA					
		001-304-612 PROFESSIONAL FEES			300.00
*****	12/18/2024	6417 TELEFLEX LLC	Check	No	2,236.00
Purchase Order #:	0	Voucher #: 156701	Invoice #: 9509182846		2,236.00
Invoice Description: PWR DRVR/ TRNING PWR DRVR					
		001-175-507 EQUIPMENT/SMALL			2,236.00
*****	12/18/2024	6592 THE UPS STORE #5864	Check	No	43.18
Purchase Order #:	0	Voucher #: 156948	Invoice #: C004197		43.18
Invoice Description: PKG TO CLARKSTON, GA					
		001-175-516 SUPPLIES/OPERATING			43.18
*****	12/18/2024	6288 BRANDY THOMLEY	Check	No	337.35
Purchase Order #:	0	Voucher #: 156771	Invoice #: 241130		337.35
Invoice Description: NOV 2024					
		430-682-660 RESALE INV/ARTISTS			337.35
*****	12/18/2024	3465 TOOMEY'S MARDI GRAS CANDY CO.	Check	No	133.70
Purchase Order #:	0	Voucher #: 156702	Invoice #: 5-1190		133.70
Invoice Description: CMASBDS/ TRTS/ MOON PIES					
		001-410-516 SUPPLIES/OPERATING			133.70
*****	12/18/2024	5799 UNIFIRST FIRST AID + SAFETY	Check	No	509.65
Purchase Order #:	0	Voucher #: 156703	Invoice #: L800026		509.65

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City Of Orange Beach

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Check Register for 12/5/2024 to 12/18/2024 & 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> LESS \$50.97 TAX IBUPRFN/ PAIN RLF/ EYE DRPS					
		001-200-516 SUPPLIES/OPERATING			169.88
		001-210-516 SUPPLIES/OPERATING			169.88
		404-677-516 SUPPLIES/OPERATING			169.89
*****	12/18/2024	6565 UNITI FIBER	Check	No	1,809.00
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 157090	<i>Invoice #:</i> 518630		1,809.00
	<i>Invoice Description:</i> ACCT 1566390 DEC 2024				
		001-030-635 UTILITIES			1,809.00
*****	12/18/2024	2146 USA BLUE BOOK	Check	No	594.00
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 157070	<i>Invoice #:</i> INV00540208		594.00
	<i>Invoice Description:</i> FLAGS				
		403-676-516 SUPPLIES/OPERATING			594.00
*****	12/18/2024	6250 US FOODS INC	Check	No	1,638.02
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 156949	<i>Invoice #:</i> 637198		811.34
	<i>Invoice Description:</i> INMATE CONCESSIONS				
		001-110-516 SUPPLIES/OPERATING			811.34
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 156950	<i>Invoice #:</i> 637197		296.14
	<i>Invoice Description:</i> WDLDF MEAT				
		001-410-516 SUPPLIES/OPERATING			296.14
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 157071	<i>Invoice #:</i> 845732		530.54
	<i>Invoice Description:</i> INMATE CONCESSIONS				
		001-110-516 SUPPLIES/OPERATING			530.54
*****	12/18/2024	5196 U.S. SAILING, MEMBERSHIP DEPARTMENT	Check	No	250.00
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 156951	<i>Invoice #:</i> 2025-2016		250.00
	<i>Invoice Description:</i> 2025 MBMRSHR RNWL				
		001-410-608 DUES/MEMBERSHIP/SUBSCRIPT			250.00
*****	12/18/2024	4004 VAN SCOYOC ASSOCIATES	Check	No	6,000.00
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 157072	<i>Invoice #:</i> 80495		6,000.00
	<i>Invoice Description:</i> LOBBYIST				
		001-001-612 PROFESSIONAL FEES			6,000.00
*****	12/18/2024	1299 VCA ANIMAL HOSPITALS, INC	Check	No	1,322.48
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 156704	<i>Invoice #:</i> 940613676		84.99
	<i>Invoice Description:</i> SCOUT FOOD				
		001-100-612 PROFESSIONAL FEES			84.99
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 156952	<i>Invoice #:</i> 940613061		255.79
	<i>Invoice Description:</i> 10/25-10/29/24 SCOUT BRD				
		001-100-612 PROFESSIONAL FEES			255.79
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 156953	<i>Invoice #:</i> 940613718		84.99
	<i>Invoice Description:</i> HUGO FOOD				
		001-100-612 PROFESSIONAL FEES			84.99
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 156954	<i>Invoice #:</i> 940613767		60.99
	<i>Invoice Description:</i> SADIE FOOD				
		001-100-612 PROFESSIONAL FEES			60.99
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 157073	<i>Invoice #:</i> 940613857		835.72
	<i>Invoice Description:</i> HUGO EXAM/ BOARD				
		001-100-612 PROFESSIONAL FEES			835.72
*****	12/18/2024	6602 VERIZON CONNECT FLEET USA, LLC	Check	No	177.50
	<i>Purchase Order #:</i> 0	<i>Voucher #:</i> 157074	<i>Invoice #:</i> 372000074289		177.50
	<i>Invoice Description:</i> NOV 24 TRACKING MIFI				

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

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Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		404-677-612 PROFESSIONAL FEES			177.50
*****	12/18/2024	2245 VINYL SOLUTIONS	Check	No	1,800.00
	Purchase Order #: 0	Voucher #: 156955	Invoice #: EMT-130744		1,800.00
	Invoice Description: #233 WRAP REPL				
	001-100-622 RPR/MAINT VEHICLES				1,800.00
*****	12/18/2024	2250 VISUAL EFFECTS	Check	No	142.00
	Purchase Order #: 0	Voucher #: 156705	Invoice #: 8986		142.00
	Invoice Description: EMBROIDERY				
	001-175-540 UNIFORMS				142.00
*****	12/18/2024	6934 PETER VON GLAHN	Check	No	287.95
	Purchase Order #: 0	Voucher #: 156772	Invoice #: 241130		287.95
	Invoice Description: NOV 2024				
	430-682-660 RESALE INV/ARTISTS				287.95
*****	12/18/2024	5131 CAROLYN WAGNER	Check	No	176.80
	Purchase Order #: 0	Voucher #: 156773	Invoice #: 241130		176.80
	Invoice Description: NOV 2024				
	430-682-660 RESALE INV/ARTISTS				176.80
*****	12/18/2024	2335 WALMART COMMUNITY	Check	No	651.55
	Purchase Order #: 0	Voucher #: 156706	Invoice #: 02641A		28.57
	Invoice Description: WLDLF FOOD				
	001-410-516 SUPPLIES/OPERATING				28.57
	Purchase Order #: 0	Voucher #: 156956	Invoice #: 02077		109.98
	Invoice Description: WLDLF FOOD				
	001-410-516 SUPPLIES/OPERATING				109.98
	Purchase Order #: 0	Voucher #: 156957	Invoice #: 02263		11.22
	Invoice Description: LUNCHABLES				
	001-350-516 SUPPLIES/OPERATING				11.22
	Purchase Order #: 0	Voucher #: 156958	Invoice #: 02343		86.60
	Invoice Description: EE CULINARY SUPPLIES				
	001-350-516 SUPPLIES/OPERATING				86.60
	Purchase Order #: 0	Voucher #: 156959	Invoice #: 02687		146.18
	Invoice Description: EE CULINARY SUPPLIES				
	001-350-516 SUPPLIES/OPERATING				146.18
	Purchase Order #: 0	Voucher #: 156960	Invoice #: 02987		85.54
	Invoice Description: CRSCNT RLLS/ APPL SLCS/ SNKS				
	430-682-516 SUPPLIES/OPERATING				85.54
	Purchase Order #: 0	Voucher #: 156961	Invoice #: 08444		102.63
	Invoice Description: WLDLF FOOD				
	001-410-516 SUPPLIES/OPERATING				102.63
	Purchase Order #: 0	Voucher #: 156962	Invoice #: 241028		1.78
	Invoice Description: SQUASH				
	001-410-516 SUPPLIES/OPERATING				1.78
	Purchase Order #: 0	Voucher #: 156963	Invoice #: 241028A		51.22
	Invoice Description: CNNMN RLLS/ STRNG CHZ				
	430-682-516 SUPPLIES/OPERATING				51.22
	Purchase Order #: 0	Voucher #: 157075	Invoice #: 00253		14.19
	Invoice Description: EE CULINARY SPPLS				
	001-350-516 SUPPLIES/OPERATING				14.19
	Purchase Order #: 0	Voucher #: 157076	Invoice #: 03059		13.64
	Invoice Description: GRITS/ BANDAGES				

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

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Check Register for 12/5/2024 to 12/18/2024 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-350-516 SUPPLIES/OPERATING			13.64
*****	12/18/2024	6673 CARMEN W. WATKINS	Check	No	150.00
	Purchase Order #:	0	Voucher #: 156560	Invoice #: 241122	60.00
	Invoice Description:	BCF/ YOGA			
		001-325-612 PROFESSIONAL FEES			60.00
	Purchase Order #:	0	Voucher #: 156736	Invoice #: 241129	90.00
	Invoice Description:	YOGA/ BCF			
		001-325-612 PROFESSIONAL FEES			90.00
*****	12/18/2024	6289 PATRICIA J. WATTAM	Check	No	19.50
	Purchase Order #:	0	Voucher #: 156774	Invoice #: 240930	9.75
	Invoice Description:	SEPT 2024			
		430-682-660 RESALE INV/ARTISTS			9.75
	Purchase Order #:	0	Voucher #: 156775	Invoice #: 241130	9.75
	Invoice Description:	NOV 2024			
		430-682-660 RESALE INV/ARTISTS			9.75
*****	12/18/2024	3080 WEST MARINE PRODUCTS INC	Check	No	326.96
	Purchase Order #:	0	Voucher #: 156707	Invoice #: 478	299.98
	Invoice Description:	#354 BATTERY			
		001-614-731 GOMESA			299.98
	Purchase Order #:	0	Voucher #: 156708	Invoice #: 5822	26.98
	Invoice Description:	#350 NAV LIGHT			
		001-614-731 GOMESA			26.98
*****	12/18/2024	6234 WHARF RETAIL PROPERTIES, LLC	Check	No	2,871.00
	Purchase Order #:	240556	Voucher #: 157077	Invoice #: 110424	2,871.00
	Invoice Description:	TREE LTNG FIREWORKS			
		001-001-650 EXHIBITIONS & PROMOTIONS			2,871.00
*****	12/18/2024	7840 WHITE CAP, LP	Check	No	1,371.30
	Purchase Order #:	0	Voucher #: 156709	Invoice #: 50029242000	483.50
	Invoice Description:	STEEL STAKES/ FBR EXPNSN BRDS			
		001-200-516 SUPPLIES/OPERATING			483.50
	Purchase Order #:	0	Voucher #: 156710	Invoice #: 50029243087	887.80
	Invoice Description:	WIRE MESH			
		001-200-620 RPR/MAINT GROUNDS			887.80
*****	12/18/2024	7850 CLARE L. WILDER	Check	No	39.00
	Purchase Order #:	0	Voucher #: 156776	Invoice #: 241130	39.00
	Invoice Description:	NOV 2024			
		430-682-660 RESALE INV/ARTISTS			39.00
*****	12/18/2024	3763 WITMER ASSOCIATES INC.	Check	No	899.94
	Purchase Order #:	0	Voucher #: 156711	Invoice #: INV576222	899.94
	Invoice Description:	GLOVES			
		001-175-507 EQUIPMENT/SMALL			899.94
*****	12/18/2024	3955 WITTICHEN SUPPLY COMPANY	Check	No	1,037.67
	Purchase Order #:	0	Voucher #: 156964	Invoice #: S104782666.001	189.93
	Invoice Description:	COMM CTRTHERMOSTAT			
		411-681-616 RPR/MAINT BUILDING			189.93
	Purchase Order #:	0	Voucher #: 157078	Invoice #: S104773307.001	696.66
	Invoice Description:	HVAC MOTORS			
		001-604-710 POLICE STATION CONSTRUCTI			696.66
	Purchase Order #:	0	Voucher #: 157079	Invoice #: S104792184.001	151.08

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
<i>Invoice Description:</i> FLEX DUCT/ COLLAR					
001-350-616 RPR/MAINT PLANT/BLDGS				151.08	
*****	12/18/2024	8474 DAVID WOMMER	Check	No	19.50
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 156777	<i>Invoice #:</i> 241130		19.50
<i>Invoice Description:</i> NOV 2024					
430-682-660 RESALE INV/ARTISTS				19.50	
*****	12/18/2024	8455 PATTI K. WOMMER	Check	No	84.18
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 156778	<i>Invoice #:</i> 241130		84.18
<i>Invoice Description:</i> NOV 2024					
430-682-660 RESALE INV/ARTISTS				84.18	
*****	12/18/2024	659 XEROX BUSINESS SOLUTIONS SOUTHEAST	Check	No	107.85
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 156965	<i>Invoice #:</i> IN3110213		35.95
<i>Invoice Description:</i> 08/01-10/31/24 COPIER					
001-100-516 SUPPLIES/OPERATING				35.95	
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 156966	<i>Invoice #:</i> IN3110214		26.67
<i>Invoice Description:</i> 10/29--11/28/24 COPIER					
001-030-516 SUPPLIES/OPERATING				26.67	
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 157080	<i>Invoice #:</i> IN3119205		45.23
<i>Invoice Description:</i> 10/30-11/29/24 COPIER					
001-100-516 SUPPLIES/OPERATING				45.23	
*****	12/18/2024	6191 XEROX CORPORATION	Check	No	301.82
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 156967	<i>Invoice #:</i> 022546481		63.79
<i>Invoice Description:</i> 10/21--11/21/24 COPIER					
430-682-516 SUPPLIES/OPERATING				63.79	
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 156968	<i>Invoice #:</i> 022606254		30.04
<i>Invoice Description:</i> 10/28-11/30/24 COPIER					
001-410-516 SUPPLIES/OPERATING				30.04	
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 157081	<i>Invoice #:</i> 022361058		207.99
<i>Invoice Description:</i> 09/30-10/21/24 COPIER					
001-001-516 SUPPLIES/OPERATING				207.99	
Check Run 7398 Check Total					\$541,972.65
Check Run 7398 Update Only					\$0.00
Check Run 7398 Total					\$541,972.65
Check Run: 7402					
*****	12/18/2024	6987 JENNIFER CROLL	Check	No	50.00
<i>Purchase Order #:</i> 0		<i>Voucher #:</i> 157098	<i>Invoice #:</i> 241104A		50.00
<i>Invoice Description:</i> SHORT PD CHK 167947					
001-100-540 UNIFORMS				50.00	
Check Run 7402 Check Total					\$50.00
Check Run 7402 Update Only					\$0.00
Check Run 7402 Total					\$50.00
Description					Count
					Amount (\$)
ACH					0
					\$0.00
Bank of America					0
					\$0.00
Check					196
					\$542,218.65

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach
FY 2024

Check Register for 12/5/2024 to 12/18/2024 & Check Numbers 0 to 2147483647
Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
			Strategic Payment Services	0	\$0.00
			Wells Fargo	0	\$0.00
			Paymode X	0	\$0.00
			Update Only	0	\$0.00
			GRAND TOTAL	196	\$542,218.65

* Denotes Check Numbers that are out of sequence.

The above listed checks are hereby approved for check signing

Authorized Signatures:

(Date)	(Date)
(Date)	(Date)



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of an amendment to the professional services agreement with EnCompass360, Inc., for grant writing.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Amendment Professional Services Agreement FEMA HMGP Grant Application EnCompass360
2. 2024.12.11 First Amendment FEMA Hazard Mitigation Grant Writing Agreement EnCompass360

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH
ENCOMPASS360, INC., FOR GRANT WRITING**

FINDINGS:

1. On March 16, 2021, Orange Beach City Council adopted Resolution No. 21-044 authorized submittal of a FEMA Hazard Mitigation Grant Program (HMGP) Application for a Hurricane Safe Room/Shelter, and authorized the execution of a professional services agreement for grant writing with EnCompass360, Inc., in an amount not to exceed \$60,000.
2. Per the terms of the grant writing agreement, \$30,000 (50% of the total \$60,000) was paid upon execution of the agreement.
3. Additional costs for the grant application process were incurred due to the City moving the location of the Hurricane Safe Room/Shelter.
4. EnCompass360, Inc., has submitted an amended grant writing proposal for a total not to exceed \$115,000 with a balance of \$85,000 remaining. The proposal requests that 50% of the remaining balance be paid upon execution of this amendment (\$42,500). The final 50% shall be paid upon FEMA project approval.
5. The Orange Beach City Council has reviewed the proposed amendment to the professional services agreement for grant writing (attached Exhibit A), and agrees that the amendment is in the best interest of the City of Orange Beach.

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 to the professional services agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the EnCompass360, Inc., as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That Orange Beach City Council authorizes payment to EnCompass360, Inc., in the remaining amount of \$85,000, with \$42,500 payable upon execution of the amendment, and the balance payable upon FEMA project approval of the Hazard Mitigation Grant Program Application;
3. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

First Amendment
FEMA Hazard Mitigation Grant Program
New Application Development
Orange Beach 1st Responder Hurricane Safe Room
New Location North of Intracoastal Waterway

EnCompass360 will provide the following FEMA required task and documentation for **New Application Development for the new location of the Orange Beach 1st Responder Hurricane Safe Room:**

Work Plan/Project Schedule

- **Below are the project tasks and general approach related to professional consulting, federal or state application development, safe room project application submission, review, monitoring/RFI, and final approval by FEMA and AEMA of the “New Location” Orange Beach 1st Responder Hurricane Safe Room.**
 - Review Submitted Letter of Intent
 - Project Definition and Scope of Work
 - Provide various safe room solutions, options, and estimated costs to be considered by client.
 - With client, identify and determine best primary and alternative locations for the safe room and work with appraiser to determine the value of land for In-Kind contribution.
 - Determine any other In-Kind Services and Contributions to the project.
 - Previous disaster events/history narrative
 - Reason/need for safe room narrative
 - Solution/justification safe room narrative
 - Historical, environmental, flood review
 - Preliminary architect design, basic engineering of (structural, mechanical, electrical, civil), for the purpose of federal or state agencies review and approval of project.
 - Detailed design and engineering will occur upon final federal or state approval of any project.
 - Detailed Estimated Project Cost Breakdown/Budget
 - Occupancy justification
 - Perform Peer Reviews of each Safe Room Design and Specs by a Certified Architect for federal or state required approval.
 - Prepare GIS based multiple map sets (including population/occupancy, FIRM, TOPO, QUAD, street and parcel) for safe room.
 - Prepare Site Photos for location.
 - Prepare Benefit Costs Analysis (BCA/BCR) for safe room.
 - Prepare environmental and historical data and request for approval by Alabama SHPO, and for federal review and approval for location and safe room.

- Include County Mitigation Plan and assure clients inclusion in that plan for safe room required by state and federal agencies.
 - Prepare and Include Area Damage, Risk Assessment, and Historical Event Data for safe room.
 - Prepare all state and federal agreements for approval and execution for shelter/safe room.
 - Prepare Preliminary Safe Room Maintenance and Operations Plan for safe room.
 - Coordinate federal or state agencies RFI with client and firms that perform EHP (Cultural Surveys and Tree Survey) request.
 - Input all data into required automated application systems for client's signature and submission for review.
 - Monitor and respond to any state or federal request for information during project review of the shelter/safe room.
 - Includes travel multiple travel trips for meetings related to project's scope of work, benefits, costs, and make presentations to educate decision makers.
- **New Application Development Services (Eligible Project Costs) are FEMA Reimbursable at FEMA 90% and Orange Beach 10%. If the project has a Scope of Work (SOW) Change these fees will be adjusted based on the increase in costs.**
 - Application Development Eligible Project Costs - \$85,000.00
 - EnCompass360 Eligible Fee \$85,000.00 – FEMA 90% (Eligible Project Budget) = \$76,500.00, Orange Beach Match 10% = \$8,500.00
 - Fee reimbursable upon FEMA/AEMA project approval
 - **New Application Development Services (Eligible Project Costs) Fee Payments.**
 - Application Development Eligible Project Costs - \$85,000.00
 - Fee reimbursable upon FEMA/AEMA project approval
 - Upon execution of the agreement ½ due of EnCompass360 Eligible Fee \$42,500.00
 - Upon FEMA/AEMA project approval letter remaining ½ due = \$42,500.00

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

City of Orange Beach

Encompass 360, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Notary of Public



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution awarding the Request for Proposals for program administration services for the First Responders Safe Room project to EnCompass360, Inc.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-03-24 24-xxx Award Proposal FEMA HMGP Safe Room Grant Administrative Services

RESOLUTION NO. 24-xxx

**A RESOLUTION AWARDDING THE REQUEST FOR PROPOSALS FOR
PROGRAM ADMINISTRATION SERVICES FOR THE
FIRST RESPONDERS SAFE ROOM PROJECT TO
ENCOMPASS360, INC.**

FINDINGS:

1. Proposals for program administration services for the First Responders Safe Room Project were received and opened on November 14, 2024.
2. The staff evaluation committee has recommended award to EnCompass360, Inc., who was determined to be the most qualified company for this project based on preset selection criteria.

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

1. That the Request for Proposals for program administration services for the First Responders Safe Room Project, as specified by the Request for Proposal documents, is awarded to EnCompass360, Inc.;
2. That the Council authorizes the Mayor and the City Clerk to execute and attest, respectively, all documents as may be required between the City of Orange Beach and EnCompass360, Inc., on behalf of the City of Orange Beach subject to final review by the City Attorney;
3. That in the event the grant is awarded, the City of Orange Beach understands that it will sign assurances to comply with all applicable Federal and State laws, rules and regulation; and
4. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 3rd DAY OF DECEMBER, 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 December 3, 2024.

City Clerk



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Approval of a Lounge Retail Liquor Class II (Package) License Application by SAI MURTI LLC for Legacy Spirits 3, 4593 Main Street, Suite C102.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2024.12.06 ABC Application - Legacy Spirits 3



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241205133832911

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) State: \$300.00 County: \$440.00

Type License:

State: County:

Trade Name: **LEGACY SPIRITS 3**

Filing Fee: \$50.00

Applicant: **SAI MURTI LLC**

Transfer Fee:

Location Address: 4593 MAIN STREET ; SUITE C102 ORANGE BEACH, AL 36561

Mailing Address: 4593 MAIN STREET ; SUITE C102 ORANGE BEACH, AL 36561

County: BALDWIN Tobacco sales: YES

Tobacco Vending Machines: 0

Product Type: 03

Type Ownership: LLC

Book, Page, or Document info: 001-100-944

Do you sell Draft Beer?:

Date Incorporated: 09/26/2023 State incorporated: AL

County Incorporated: BALDWIN

Date of Authority: 02/01/2025

Federal Tax ID: 93-3600710

Alabama State Sales Tax ID: R012289133

Name:	Title:	Date and Place of Birth:	Residence Address:
RITESH PATEL 9675519 - AL	MEMBER	02/14/1982 INDIA	7343 SAYBROOK BLVD MOBILE, AL 36619
DIVYESH JAYANTILAL PATEL 9562545 - AL	MEMBER	12/22/1974 INDIA	6168 CHARLESTON CT SARALAND, AL 36571

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: RITESH PATEL

Business Phone: 251-513-0484

Fax:

Home Phone: 251-348-9194

Cell Phone: 251-513-0484

E-mail: ritesh14feb@gmail.com

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241205133832911

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

Name of Property owner/lessor and phone number: WHARF RETAIL PROPERTIES LLC 251-513-0484

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? NO

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? YES

Building Dimensions Square Footage: 786 Display Square Footage: 786

Building seating capacity: 0 Does Licensed premises include a patio area? NO

License Structure: SHOPPING CENTER License covers: TOP 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: 20241205133832911



Initial each

RP
RP

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

RP

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

RP

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.

RP

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.

RP

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

RP

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

RP

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.

RP

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.

RP

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): **Ritesh Patel**

Signature of Applicant: **Ritesh Patel**

Notary Name (print): **DOROTHY WATSON CORDELL**

Notary Signature: **Dorothy Watson Cordell**

Commission expires: **10/23/2028**

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:

Receipt Confirmation Page

Receipt Confirmation Number: **20241205133832911**

Application Payment Confirmation Number: 105647962

Payment Summary	
Payment Item	Fee
Application Fee for License 011	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)	\$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: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

License Type 2:

License County: BALDWIN

Business Type: LLC

Trade Name: **LEGACY SPIRITS 3**

Applicant Name: **SAI MURTI LLC**

Location Address: 4593 MAIN STREET ; SUITE C102
ORANGE BEACH, AL 36561

Mailing Address: 4593 MAIN STREET ; SUITE C102
ORANGE BEACH, AL 36561

Contact Person: RITESH PATEL

Contact Home Phone: 251-348-9194

Contact Business Phone: 251-513-0484

Contact Fax:

Contact Cell Phone: 251-513-0484

Contact Email Address:

Contact Web Address:



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Approval of a Special Retail (More than 30 Days) Liquor License Application by Sun TRS Pandion Ridge LLC for Sun Outdoors Orange Beach, 22800 Canal Road.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2024.12.06 ABC Application - Sun Outdoors Orange Beach



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241205090528517

Type License: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS **State:** \$250.00 **County:** \$380.00

Type License: **State:** **County:**

Trade Name: SUN OUTDOORS ORANGE BEACH **Filing Fee:** \$50.00

Applicant: SUN TRS PANDION RIDGE LLC **Transfer Fee:**

Location Address: 22800 CANAL RD ORANGE BEACH, AL 36561

Mailing Address: 2777 FRANKLIN ROAD SUITE 300 SOUTHFIELD , MI 48034

County: BALDWIN **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 593-547

Do you sell Draft Beer?:

Date Incorporated: 11/07/2019 **State incorporated:** MI **County Incorporated:** OAKLAND

Date of Authority: 11/21/2019

Federal Tax ID: 843633350

Alabama State Sales Tax ID: R011522234

Name:	Title:	Date and Place of Birth:	Residence Address:
BRUCE DONALD THELEN T450098149544 - MI	MEMBER	07/09/1984 LANSING MICHIGAN	863 SMITH AVE. BIRMINGHAM, MI 48009
JOHN BANDINI MCLAREN M246429081734 - MI	MANAGER	09/22/1970 HONOLULU HAWAII	10023 APPLGATE LANE BRIGHTON, MI 48114

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: IAN BACHEIKOV OR LUIS CORTES **Home Phone:** 305-982-5669

Business Phone: 305-982-5547 **Cell Phone:** 305-528-9395

Fax: **E-mail:** LUIS.CORTES@AKERMAN.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241205090528517

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

Name of Property owner/lessor and phone number: SUN PANDION RIDGE RV LLC 917-697-2080

What is lessors primary business? RV RESORT

Is lessor involved in any way with the alcoholic beverage business? YES

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? NO

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: 9865 Display Square Footage:

Building seating capacity: 240 Does Licensed premises include a patio area? YES

License Structure: SINGLE STRUCTURE License covers: OTHER

Number of licenses in the vicinity: 1 Nearest: 1

Nearest school: Nearest church: Nearest residence: 1 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)? YES

Name:	Violation & Date:	Arresting Agency:	Disposition:
BRUCE THELEN	OLDER THAN 10 YEARS	OLDER THAN 10 YEARS	OLDER THAN 10 YEARS



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20241205090528517



Initial each

LC
LC

LC

LC

NA

NA

LC

LC

LC

Signature page

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

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

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.

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.

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

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

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.

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): Luis Cortes, as Attorney

Signature of Applicant: *Luis Cortes*

Notary Name (print): Christopher A. Penelas

Notary Signature: *C. Penelas*

Commission expires:



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: 20241205090528517

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? NO

More than 30 days? YES

Franchisee or Concessionaire of above? NO

Other valid responsible organization: YES

Explanation:

RV PARK RESORT CLUBHOUSE POOL AND OFFICE

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

License Covers: RV PARK CLUBHOUSE OFFICE AND POOL

Is the lessor involved in any way with the alcohol beverage business?: JOHN MCLAREN SIGNED ON BEHALF OF BOTH THE LESSOR AND LESSEE

Is there any further interest in, or connection with, the licensee's business by the lessor?: JOHN MCLAREN SIGNED ON BEHALF OF BOTH THE LESSOR AND LESSEE

Receipt Confirmation Page

Receipt Confirmation Number: **20241205090528517**
Application Payment Confirmation Number: 105638718

Payment Summary	
Payment Item	Fee
Application Fee for License 160	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	\$380.00	\$250.00	\$630.00
			\$0.00
Total Amount to be Charged	\$380.00	\$250.00	\$630.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS

License Type 2:

License County: BALDWIN

Business Type: LLC

Trade Name: **SUN OUTDOORS ORANGE BEACH**

Applicant Name: **SUN TRS PANDION RIDGE LLC**

Location Address: 22800 CANAL RD
ORANGE BEACH, AL 36551

Mailing Address: 2777 FRANKLIN ROAD SUITE 300
SOUTHFIELD , MI 48034

Contact Person: IAN BACHEIKOV OR LUIS CORTES

Contact Home Phone: 305-982-5669

Contact Business Phone: 305-982-5547

Contact Fax:

Contact Cell Phone: 305-528-9395

Contact Email Address:

Contact Web Address:

Contact Relationship to Applicant: POA



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution appropriating funds to the Gulf Shores Airport Authority in an amount not to exceed \$75,000 for FY2025.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Appropriate Funds JKA Airport Authority

RESOLUTION NO. 24-xxx

**A RESOLUTION APPROPRIATING FUNDS TO THE
GULF SHORES AIRPORT AUTHORITY
IN AN AMOUNT NOT TO EXCEED \$75,000 FOR FY2025**

FINDINGS:

1. On May 3, 2016, the Orange Beach City Council adopted Resolution No. 16-082 authorizing the Mayor to execute a performance contract with the Airport Authority of the City of Gulf Shores.
2. On February 21, 2017, Orange Beach City Council adopted Resolution No. 17-055 amending the performance contract to state that, “the City shall make an annual lump sum payment in the amount of Thirty-Five Thousand Dollars (\$35,000.00), or such other amount as may from time to time be approved by the Orange Beach City Council, on or before March 1st of every year. All such funds shall be maintained by the Authority and designated “Orange Beach Marketing Fund,” and shall be used solely for the purposes set forth in this contract.”
3. The Orange Beach City Council supports the expansion of services at the Jack Edwards National Airport, and would like to increase the contribution for Fiscal Year 2025 from \$35,000 to \$75,000.
4. City Council has determined that financially supporting the expansion of services at the Jack Edwards National Airport serves a public purpose for the City of Orange Beach.

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

1. That Council appropriates a sum not to exceed Seventy-Five Thousand Dollars (\$75,000.00) to the Gulf Shores Airport Authority for FY2025 to be designated “Orange Beach Marketing Fund” to be used solely for the purposes set forth in the performance contract authorized through Resolutions No. 16-082 and 17-055; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a performance contract with Baldwin County Economic Development Alliance, Inc.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Performance Contract Baldwin County Economic Development Alliance BCEDA
2. 2024.11.14 Performance Contract Economic Development Alliance BCEDA

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PERFORMANCE CONTRACT WITH
BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.**

FINDINGS:

1. The City Council for the City of Orange Beach, Alabama, has reviewed the performance of Baldwin County Economic Development Alliance, Inc., as the regional development agency.
2. The City Council desires to support the goals and initiatives of the Baldwin Economic Development Alliance, Inc.
3. The term of this agreement shall be for twelve (12) months commencing January 1, 2025, and ending December 31, 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 City Clerk to execute and attest, respectively, the agreement (attached Exhibit A) in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Baldwin County Economic Development Alliance, 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 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

PERFORMANCE CONTRACT

THIS PERFORMANCE CONTRACT (hereinafter “Agreement”) is made and entered into by and between the City of Orange Beach, an Alabama Municipal Corporation (hereinafter “City”) and the Baldwin County Economic Development Alliance, Inc., a 501(c)(6) non-profit corporation (hereinafter “Alliance”).

WHEREAS, the City has determined that the welfare of the City’s citizens requires a healthy, diverse economy, new capital investment, and job opportunities;

WHEREAS, the Alliance serves as the regional economic development agency covering Baldwin County and all municipalities within, with the goal of creating jobs, recruiting capital investment, and retaining existing business;

WHEREAS, the Alliance works to promote and market Baldwin County and specifically utilizes the relationship with the City of Orange Beach staff and officials to recruit new companies into the region and to assist existing business with expansion needs; and

NOW THEREFORE,

WITNESSETH:

The City expresses its support for the goals and initiatives of the Alliance, and the City and Alliance, 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, do hereby covenant and agree as follows:

1. The term of this agreement shall begin upon the execution hereof and remain in full force for the calendar year of 2025.
2. The City agrees to invest \$12,500 in the Alliance for one year.
3. In response to the investment, the Alliance shall:
 - a. Provide and administer economic development services benefitting the City;
 - b. Endeavor to attract and promote new and expanding business prospects within Baldwin County, Alabama;
 - c. Create jobs and employment opportunities for citizens; and
 - d. Provided research and data as needed while marketing the region to prospects.
4. Notwithstanding any of the provisions of this contract, it is understood and agreed that the City has no financial interest in the business of the Alliance and shall not be liable for any debts or obligations incurred by the Alliance, nor shall the City be deemed or construed to be a partner, joint venture, or otherwise interested in the assets of the Alliance, or profits earned or derived by the Alliance, nor shall the Alliance at any time or times use the name or credit of the City in purchasing, or attempting to purchase equipment, supplies, or other things whatsoever.

5. The Alliance, in the performance of its duties, responsibilities, and obligations hereunder, shall not be deemed to be an agent of the City, but shall take all steps at its own expense, as the City may from time to time request, to indicate and assure that it is an independent contractor. The City does not, and will not, assume any responsibility for the means which, or manner in which, services by the Alliance, provided for herein, are performed, but on the contrary, the Alliance shall be wholly responsible therefore.
6. The Alliance shall not transfer or assign this Contract or any of the rights or privileges granted herein without the prior written consent of the City, the Alliance shall comply strictly with all the laws of Baldwin County, Alabama, the State of Alabama, the United States of America, and all the rules and regulations of all applicable agencies thereof.

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

CITY OF ORANGE BEACH, A Municipal Corporation

By: _____
Anthony T. Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

BALDWIN COUNTY ECONOMIC DEVELOPMENT
ALLIANCE, INC.

By: _____
Lee Lawson, President and CEO



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Socialize Your Bizness, Inc., for social media consulting and marketing services.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Professional Services Agreement Socialize Your Bizness Social Media
2. 2024.11.14 Professional Services Agreement Socialize Your Bizness Social Media

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
SOCIALIZE YOUR BIZNESS, INC., FOR
SOCIAL MEDIA CONSULTING AND MARKETING SERVICES**

FINDINGS:

1. The City Council for the City of Orange Beach, Alabama, has reviewed the performance of Socialize Your Bizness, Inc., for social media consulting and marketing services.
2. 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.
3. The term of this agreement shall be for twelve (12) months commencing January 1, 2025, and ending December 31, 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 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 Socialize Your Bizness, 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 upon its adoption.

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

PROFESSIONAL SERVICES CONTRACT

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

1. Recitals.

WHEREAS, Contractor is a consulting firm that provides social media strategies for digital marketing;

WHEREAS, the City desires to engage Contractor to provide said services upon the following terms and conditions;

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 do hereby covenant and agree as follows:

2. Scope of Services.

Contractor will provide 20-30 hours per month for the following services:

- (a) General Social Media strategy and marketing consulting;
- (b) Social Media updates or creation, management and daily responsibility;
- (c) Facebook and Twitter pages;
- (d) Development and execution of a social content strategy. Any special events or product announcements will be incorporated per City request;
- (e) Management of posting, posting at least 1-2 times per day;
- (f) Cross promotion with industry related community projects, businesses, centers, activities, events, etc., upon request;
- (g) Responding and engaging with fans and followers to build relationships;
- (h) Reputation management, including approved responses to unfavorable community reviews;
- (i) Content writing as needed in the way of press releases, community flyers, notices and announcements;
- (j) Two (2) live videos per month;
- (k) Attendance at select City events, as needed.

3. Compensation.

Contract will be paid on a monthly retainer of \$1,800.00 for the services provided pursuant to this Agreement. Payments will be made upon receipt of an invoice from Contractor detailing work performed and hours worked.

4. Term.

The term of this Agreement is twelve (12) months commencing January 1, 2025, and ending December 31, 2025, unless terminated earlier in accordance with paragraph 9. This Agreement may be renewed by resolution adopted the City Council.

5. Independent Contractor.

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

interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

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

6. Assignment.

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

7. Indemnity.

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

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.

9. Termination.

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

10. Final Agreement.

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

11. Modifications.

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

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 be substantially impair the value of the entire agreement with respect to any party.

13. Law Governing.

This Agreement will be governed by the laws of the State of Alabama. 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. Confidentiality.

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

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
City Clerk
Post Office Box 458
Orange Beach, Alabama 36561

With Required Copy to:
City Attorney
Post Office Box 458
Orange Beach, Alabama 36561

And to Contractor
Socialize Your Bizness
30365 Ono North Loop W
Orange Beach, Alabama 36561

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

CITY OF ORANGE BEACH
An Alabama Municipal Corporation

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

SOCIALIZE YOUR BIZNESS, INC.
An Alabama Corporation

By: _____
Cindy Ross, Owner

STATE OF ALABAMA
COUNTY OF BALDWIN

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

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

(SEAL)

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

STATE OF ALABAMA

COUNTY OF _____

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Cindy Ross, whose name as Owner of Socialize Your Bizness, Inc., an Alabama corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

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

(SEAL)

Notary Public

State of Alabama At-Large

My Commission Expires: _____



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Van Scoyoc Associates for consulting services.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Professional Services Agreement Van Scoyoc Associates Consultant
2. 2024.11.14 Professional Services Agreement Van Scoyoc Associates

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
VAN SCOYOC ASSOCIATES FOR CONSULTING SERVICES**

FINDINGS:

1. The City Council for the City of Orange Beach, Alabama, has reviewed the performance of Van Scoyoc Associates as consultants and advisors with regard to various federal agencies and legislative issues.
2. After having reviewed such performance, the City Council has determined that the continuing services of Van Scoyoc Associates are in the best interests of the City of Orange Beach, Alabama.
3. The term of this agreement shall be for twelve (12) months commencing January 1, 2025, and ending December 31, 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 City Clerk to execute and attest, respectively, the agreement (attached Exhibit A) in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Van Scoyoc Associates 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 DECEMBER, 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 December 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 Van Scoyoc Associates, a corporation duly formed and existing under the laws of the District of Columbia (hereinafter the "Contractor"), as follows:

1. Recitals.

WHEREAS, the City desires to engage Contractor to provide representation and public affairs support concerning various federal legislative issues;

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. Retainer.

The City hereby retains Contractor as consultants and advisors with regard to various federal legislative issues.

3. Consulting Services to be Performed.

Contractor undertakes to monitor and evaluate various federal legislative issues and to advise the City on the components of an agency and legislative plan and the appropriate strategy necessary to achieve the goals of such a plan.

Contractor will perform such other services with regard to federal legislative issues as are mutually agreed to between the Contractor and the City.

4. Compensation.

As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid the sum of \$6,000.00 per month, plus actual and reasonable expenses. For the purposes of this Agreement, reasonable expenses include charges for telephone, fax and transportation expenses actually incurred in the performance of services under this Agreement and directly attributable thereto. The City represents and warrants that these payments shall not be made with federally appropriated funds.

Contractor agrees to abide by the City's established travel policies, and agrees that any long distance travel and entertainment must be approved in advance by the City Administrator.

Contractor shall be paid monthly, in advance, upon the City's receipt of a properly documented invoice.

5. Term.

The term of this Agreement is twelve (12) months commencing January 1, 2025, and ending December 31, 2025.

6. Independent Contractor.

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.

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

7. Insurance.

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.

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.

8. 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.

9. Compliance with Law.

Contractor hereby agrees to comply strictly with all the laws of the State of Alabama and of the United States, and the laws and ordinances of any other jurisdiction in which contractor may perform any work pursuant to this Agreement. It is understood that Contractor will be required to register on behalf of the City under the terms of the Lobbying Disclosure Act of 1995, as amended (2 USC §1601 et seq.) and any subsequent laws or regulations.

10. Termination.

Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement and have no further obligation to Contractor.

This Agreement may also 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.

11. Final Agreement.

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

12. Modifications.

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

13. Severability.

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

14. Law Governing.

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

15. Permits, etc.

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

16. Notices.

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

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

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

And to Contractor: Van Scoyoc Associates, Inc.
800 Maine Avenue, SW, Suite 800
Washington, DC 20024
Attn: Brian Robinson, General Counsel

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

VAN SCOYOC ASSOCIATES, INC.

By: _____
H. Stewart Van Scoyoc
Chairman, Founder, and CEO

STATE OF ALABAMA

COUNTY OF BALDWIN

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

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

(SEAL)

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

STATE OF ALABAMA

COUNTY OF _____

I, the undersigned Notary Public, in and for said county in said state, hereby certify that H. Stewart Van Scoyoc, whose name as Chairman, Founder, and CEO of Van Scoyoc Associates, Inc., a corporation duly formed and existing under the laws of the District of Columbia, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

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

(SEAL)

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



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Bob Riley and Associates, LLC, for lobbying services.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Professional Services Agreement Bob Riley Associates Lobbyist
2. 2024.11.14 Professional Services Agreement Bob Riley Associates

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
BOB RILEY AND ASSOCIATES, LLC, FOR LOBBYING SERVICES**

FINDINGS:

1. The City Council for the City of Orange Beach, Alabama, has reviewed the performance of Bob Riley and Associates, LLC, as lobbyist for the City.
2. The City Council desires to utilize the services of Bob Riley and Associates, LLC, to provide the City with direct representation and public affairs support services, to include lobbying during the regular and special legislative sessions and support at the state level.
3. The term of this agreement shall be for twelve (12) months commencing January 1, 2025, and ending December 31, 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 City Clerk to execute and attest, respectively, the agreement (attached Exhibit A) in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Bob Riley and Associates, 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 DECEMBER, 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 December 17, 2024.

City Clerk

PROFESSIONAL SERVICES CONTRACT

This Agreement is made and entered into by and between the City of Orange Beach, an Alabama municipal corporation (the “City”) and Bob Riley and Associates, LLC, an Alabama Limited Liability Corporation (sometimes hereinafter “Contractor”), as follows:

1. Recitals.

WHEREAS, Contractor is a consulting firm that employs one or more registered lobbyists to provide representation and public affairs support concerning legislative matters of interest to the City;

WHEREAS, Contractor also provides general consulting services for projects and issues outside Montgomery;

WHEREAS, the City desires to engage Contractor to provide said services upon the following terms and conditions;

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 do hereby covenant and agree as follows:

2. Scope of Services.

Contractor will provide lobbyists, direct representation and public affairs support services concerning legislative issues, more particularly described below. Contractor will use its best efforts in representing City and:

Lobbying and Direct Representation

- (a) Work with the Mayor and Council to identify issues of importance to City that are impacted by state government and assist in the favorable resolution of such issues;
- (b) Support the Mayor and Council as they work to meet the infrastructure needs of the community to allow for continued smart growth and development including, interaction with state agencies such as the Departments of Transportation, Environmental Management, Conservation and Natural Resources and others;
- (c) Provide an enhanced presence at the Alabama Department of Transportation to focus attention on key transportation needs and issues including the widening of Canal Road, developing a southern alternative evacuation route, extending the Foley Beach Express to I-10 and ultimately to I-65 and building a second bridge off the island;
- (d) Assist in coordinating meetings and events in Baldwin County to target members of the legislative leadership and members of key legislative committees to highlight the opportunities for growth and development of the community and its positive impact on the state of Alabama;
- (e) Provide a point of contact between the Mayor and Council and the local legislative delegation, and work to develop and enhance those relationships to further the City’s interests;
- (f) Monitor and provide lobbying services on any legislative issues of importance to the city including local legislation and matters of statewide impact; read and analyze first readings in the House and the Senate throughout the sessions; represent the city on any matters of concern and interest before the legislature;
- (g) Coordinate with the City’s Washington lobbyist on federal issues.

General Consulting / Public Affairs

- (h) Work with the Mayor and Council to implement a communications plan including op-eds, letters to the editor, editorial board briefings and other elements to gain earned media support for the city of Orange Beach in order to support the continued growth and development of the community. These activities will be designed to support the Mayor and Council with key state policy makers and the public, thereby enhancing the community's interaction and efforts at the state level.

3. Warranties and Representations.

Contractor warrants and represents that:

- (a) Contractor and all of its agents and employees will abide by all laws relating to the activities to be performed under this agreement, including where applicable, registration with the Alabama Ethics Commission;
- (b) Contractor will promptly report to City any complaints or investigations initiated by the Alabama Ethics Commission or other regulatory body;
- (c) Contractor will disclose in writing to Mayor and City Administrator any conflict of interest should the same arise during the term of this contract, and advise how Contractor proposes to handle such conflict;

4. Compensation.

As full and total compensation for the services to be provided pursuant to this agreement, Contractor shall be paid \$10,000.00 monthly, plus actual and reasonable expenses. Said payments shall be made upon receipt of an Invoice from Contractor. All out of state travel must be approved in advance by the Mayor.

5. Term.

The term of this agreement shall commence on January 1, 2025, and end on December 31, 2025, unless terminated earlier in accordance with paragraph 10. This agreement may be renewed annually by resolution adopted by the City Council.

6. Independent Contractor.

Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

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

7. Insurance.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect insurance naming the City as an additional insured, as reflected in the Certificate of Insurance attached hereto as Exhibit "A".

8. Assignment.

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

9. Compliance with Law.

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

10. Termination.

This agreement may be terminated by either party for any reason upon sixty (60) 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.

11. Final Agreement.

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

12. Modifications.

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

13. Severability.

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

14. Law Governing.

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

15. Permits, etc.

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

16. Notices.

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

City of Orange Beach:

City Clerk
Post Office Box 458
Orange Beach, Alabama 36561

With Required Copy to:

City Attorney
Post Office Box 458
Orange Beach, Alabama 36561

And to Contractor:

Bob Riley and Associates, LLC
3530 Independence Drive
Birmingham, Alabama 35209

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

CITY OF ORANGE BEACH,
An Alabama Municipal Corporation

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

BOB RILEY AND ASSOCIATES, LLC

By: _____
Robert R. Riley, Owner

STATE OF ALABAMA

COUNTY OF BALDWIN

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

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

(SEAL)

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

STATE OF ALABAMA

COUNTY OF _____

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Robert R. Riley, whose name as Owner of Bob Riley and Associates, Inc., a limited liability corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

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

(SEAL)

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



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic:

Resolution authorizing execution of a professional services agreement with Chris Litton for various special services.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Professional Services Agreement Chris Litton
2. 2024.11.14 Professional Services Agreement Chris Litton

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
CHRIS LITTON FOR VARIOUS SPECIAL SERVICES**

FINDINGS:

1. The City of Orange Beach has reached an agreement (attached Exhibit A) with Chris Litton, an individual, whereby Chris Litton will provide special services including but not limited to audio production, firearms training and youth shooting sports organization and management, disaster recovery management, and veterans programs management.
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.
3. The term of this agreement shall be for twelve (12) months commencing January 1, 2025, and ending December 31, 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 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 Chris Litton 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 DECEMBER, 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 December 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 Chris Litton, an individual (hereinafter the "Contractor"), as follows:

1. Recitals.

WHEREAS, the City desires to engage Contractor to provide special services and specialized organizational services due to contractors experience and certifications including, but not limited to audio production, firearms training and youth shooting sports organization and management, disaster recovery management, veterans programs management;

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

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

2. Consulting Services to be Performed.

- a) Contractor will perform such services with regard to the City's special events, performances, shooting and firearm classes, possibly emergency management skills and general support of city activities as needed, based on many years of experience and institutional knowledge.

3. Compensation.

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid \$40 / hour, plus pre-approved expenses incurred as part of Contractor's performance of this contract, in accordance with City policies.
- b) Contractor agrees to abide by the City's established policies, and agrees that any travel and expenses must be approved in advance by the City.
- c) Contractor shall be paid per invoice following city activities and events, upon the City's receipt of a properly documented invoice for specialized services performed. All estimated hours and expenses shall be pre-approved in planning for city events and activities.

4. Term.

The term of this Agreement is twelve (12) months commencing January 1, 2025, and ending December 31, 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

City Clerk

Post Office Box 458

Orange Beach, AL 36561

And to Contractor:

Copy to:

City Attorney

P.O. Box 458

Orange Beach, AL 36561

Chris Litton

P.O. Box 441

Gulf Shores, AL 36542

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

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

Chris Litton, an Individual

[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.

(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 Chris Litton, an Individual, whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me this day that, being informed of the contents of the above and foregoing agreement, he executed the same voluntarily on the day the same bears date.

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

(SEAL)

Notary Public
State of Alabama
My Commission Expires: _____



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution to update the list of volunteer firefighters and reserve police officers covered under workers' compensation insurance.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Workers Comp Update Fire Police

RESOLUTION NO. 24-xxx

**A RESOLUTION TO UPDATE THE LIST OF
VOLUNTEER FIREFIGHTERS AND RESERVE POLICE OFFICERS
COVERED UNDER WORKERS' COMPENSATION INSURANCE**

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

1. That the following listed reserve police officers are hereby covered by the City's workers' compensation insurance when said individuals are on duty as police personnel:

Alexander Bischoff
Douglas Malcolm Cole
Khyle Douglas Jackson
Shawn Lambert Temple
Terry Lynn Waldrop

The following are city employees who serve as reserve police officers:

Michael Henry Norris	Police Department, Jailer
Matthew Tyler Malone	Finance Department
Kevin Lanford	Fire Department

The following are reserve auxiliary police officers who do not carry a weapon:

Norman Robert Matzl
Bruce David McNelly

2. That the City of Orange Beach currently does not have volunteer firefighters to be covered by workers' compensation insurance;
3. That these lists will be updated annually by a vote of the City Council; and
4. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: Coastal Resources

Description of Topic: Resolution authorizing payment of up to \$3,000 to the Coastal Alabama Business Chamber for the Annual Electronic Recycling and Paper Shred Event.

Background/Description: The Annual Electronic Recycling and Paper Shred Event is scheduled for Saturday, January 11, 2025, at the Gulf State Park Pavilion from 8:00 a.m. to noon, rain or shine.

Action Options/Recommendation:

Source of Funding (if applicable): This is budgeted and once paid, the actual amount will be used toward matching funds for the ADEM319 grant.

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Payment Coastal Alabama Business Chamber Recycling Shred Event

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING PAYMENT OF UP TO \$3,000 TO THE
COASTAL ALABAMA BUSINESS CHAMBER FOR THE
ANNUAL ELECTRONIC RECYCLING AND PAPER SHRED EVENT**

FINDINGS:

1. The Annual Electronic Recycling and Paper Shred Event began in 2010.
2. The City of Orange Beach began making monetary contributions to the event in 2015 to allow residents to drop off TVs and computer monitors free of charge.
3. It is in the public's best interest for the City to support recycling efforts that help conserve resources and natural materials in a safe and correct manner.
4. The City of Orange Beach would like to continue to partner with the Coastal Alabama Business Chamber to support this event.
5. The next Annual Electronic Recycling and Paper Shred Event is scheduled for Saturday, January 11, 2025, at the Gulf State Park Pavilion from 8:00 a.m. to noon, rain or shine.

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

1. That the Council authorizes payment of up to \$3,000.00 to the Coastal Alabama Business Chamber to be used for the sole and exclusive purpose of the 2025 Annual Electronic Recycling and Paper Shred Event; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: Coastal Resources

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

Background/Description: This amendment is adding \$111,000 in funds for 2025 to cover the salary of our bird nesting coordinator along with all stewardship activities.

Action Options/Recommendation:

Source of Funding (if applicable): Funds budgeted and will be reimbursed 100%.

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Grant Award Amendment Audubon Society Nesting Bird Habitat
2. 2024.11.27 Grant Award Agreement Amendment National Audubon Society Bird Habitat
3. Original Contract

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
SECOND 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 Implementation Agreement of Deepwater Horizon Natural Resource Damage Funds to the City of Orange Beach to perform services related to the Stewardship of Coastal Alabama Beach Nesting Bird Habitat.
2. On July 6, 2021, City Council adopted Resolution No. 21-148 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 \$111,000 in funding, extend the scope of work into a fourth year, and change the end date from 11/01/2024 to 01/15/2026.
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 \$111,000.
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 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

**SECOND AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT**

This second Amendment (“Amendment”) to the Independent Contractor Agreement (the “Agreement”) by and between National Audubon Society, Inc. (“Audubon”) and City of Orange Beach (“Recipient”), dated as of April 16, 2021, as amended, is made as of November 25, 2024, by and between Audubon and IC.

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. Article VII, Term of Agreement, is hereby amended as follows: This Agreement will terminate on January 15, 2026, upon receipt and acceptance by Audubon of the final deliverables whichever is sooner.
2. Article V, Terms of Payment, is hereby amended as follows: Audubon shall disburse to Recipient an additional \$111,000. Recipient shall invoice Audubon not less than on a quarterly basis for expenses. Invoices must contain supporting documentation as required by ADCNR. Payment will be made within 30 days of receipt of invoice and support documents.
3. All capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement. This Amendment may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Except as expressly modified hereby, the Agreement and all of the terms, conditions, covenants, agreements and provisions thereof remain in full force and effect and are hereby ratified and affirmed.

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

NATIONAL AUDUBON SOCIETY, INC.

BY: _____

BY: _____

Recipient

City of Orange Beach
Mayor Tony Kennon



GRANT AGREEMENT

THIS AGREEMENT is hereby made by and between National Audubon Society, Inc. ("Audubon") and The 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: Kara Fox
Address: 6790 South Winding Brook Dr.
Fairhope, Alabama 36532

Business Telephone: 251-401-0028

II. PROJECT TITLE: Stewardship of Coastal Alabama Beach Nesting Bird Habitat

III. RECIPIENT: The Recipient is identified as follows:

Name: City of Orange Beach

Project Manager Name: Wade Stevens
Address: 4697 Walker Ave
Orange Beach, Alabama 36561

Business Telephone: 251-747-5510

E-mail: wstevens@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.

The specific work to be performed shall be as described in Exhibits A.1 and A.2 (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 and incorporated herein.

V. TERMS OF PAYMENT: Audubon shall disburse to Recipient a total of \$386,362. An initial disbursement of \$25,000 will be paid upon Audubon's receipt of a fully-signed copy of this Agreement. Recipient shall invoice Audubon not less than on a quarterly basis for expenses. Invoices must contain supporting documentation as required by ADCNR. Payment will be made within 30 days of receipt of invoice and support documents. The final disbursement shall be made to the Recipient with receipt of the Final Report described in Section VIII (3) below.

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): **Implementation Agreement of Deepwater Horizon Natural Resource Damage Funds**, issued by the Alabama Department of Conservation and Natural Resources, Stewardship of Coastal Alabama Beach Nesting Bird Habitat Project, RP3-STEW, effective April 16, 2021 (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 April 16, 2021 and will terminate on April 15, 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. Contracting Party hereby certifies that it is tax-exempt under Section 501(c) (3) of the Internal Revenue Code and is registered with the appropriate state authorities.
3. Recipient shall provide Audubon with progress reports and a full accounting of Recipient's actual expenses, cash balance and projected expenses every three months (the "Quarterly Reports"). The Quarterly Reports shall be submitted by April 15, July 15, and October 15 each year for the duration of the Project. The January 15 Quarterly Report shall also be considered an Annual Report, beginning in 2022, which shall describe the prior year's monitoring activity in accordance with Work Plan (Exhibit A) the RPIII/EA and Monitoring and Adaptive Management Plan. Each Quarterly and Annual Report should describe the (1) monitoring activity; (2) date of each activity; (3) expenditures; and (4) information collected. A final accounting ("Final Report") must arrive no later than 30 days after completion of the Project. Recipient shall return any funds remaining upon

completion of the Project to Audubon within thirty (30) days of completion. Failure to submit reports on time may result in termination of this Agreement.

4. 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.
5. 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.
6. All right, title and interest to data collected pursuant to this Agreement (the "Data") shall be owned by the Alabama Trustee Implementation Group, and will be handled in accordance with their SOPs. 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.
7. 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 the National Audubon Society."*
8. 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.
9. Notwithstanding anything to the contrary contained in this Agreement, should the Recipient fail to comply with any of the conditions of this Agreement, Audubon may, at its sole discretion, immediately terminate this Agreement. 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 or by Audubon with or without cause upon prior written notice.
10. 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."
11. 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.

12. (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 of Alabama 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:

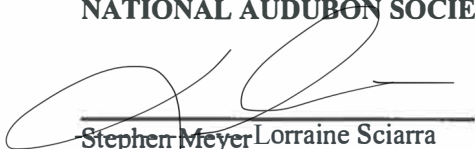
A. Attempt to influence legislation or support lobbying within the meaning of section 501(c)(3) of the U.S. Internal Revenue Code using any of the funds granted by Audubon; or

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.

13. 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.
14. This is the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements.
15. 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.
16. 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.



~~Stephen Meyer~~ Lorraine Sciarra
~~Vice President and Chief Operations Officer~~
General Counsel & Asst Secretary

Date: 8/25/21

CITY OF ORANGE BEACH:

By: 

Print Name: Tony Kennon
Title: Mayor

Date: 7/20/2021

Exhibit A.1
Stewardship of Coastal Alabama Beach-nesting Bird Habitat
Alabama Trustee Implementation Group's (TIG) Natural Resource Damage Assessment
(NRDA) Restoration Plan III

Beach-nesting and migratory coastal shorebirds and seabirds have been the focus of conservation efforts for decades because of the ongoing and increasingly severe threats they face. Prior to the 2010 Deepwater Horizon Disaster, however, much of this important work had been focused on the Atlantic and Pacific Coasts, particularly on Threatened Snowy Plovers and Piping Plovers, but also a variety of other conservation priority species. In 2010, however, the Deepwater Horizon Oil Disaster instantaneously raised awareness of the plight facing coastal birds and their habitats across the Gulf Coast, including in Alabama. In addition to a relative lack of data on populations and distributions at the time, Gulf Coast shorebirds and seabirds were experiencing a multitude of threats to habitat such as erosion, human development, increased storm intensity, and pollution; competition of space from over-crowding and marine debris; human-induced disturbances including off-leash dogs, destruction of nesting grounds, and even poaching of eggs; and predation, including human-amplified.

Alabama's sandy shorelines provide respite and recreation for visitors and locals alike. The beaches offer many recreational activities including swimming, fishing, jet-skiing, boating, and sailing. Beach-nesting and foraging species, including colonial seabirds and solitary shorebirds, face substantial challenges competing with recreational beach visitors for space, as they must negotiate with sources of disturbance such as children chasing birds, kite flying, and off-leash dogs, which can destroy bird nests in a matter of seconds. In 2018, reckless individuals removed hundreds of Least Tern eggs from a sandy spit south of Dauphin Island to clear space for a volleyball court, rendering the eggs inviable. Prolonged disturbances flush breeding bird species off nests, exposing eggs and chicks to extreme temperatures, as well as to predation (Boyle and Samson 1985). To address the threat of human disturbance, symbolic fencing coupled with consistent public outreach and engagement with decision-makers is an effective means of increasing breeding success and reversing population declines (McIntyre et al. 2010, Weston et al. 2012).

Predators of eggs and chicks are also a major threat to beach-nesting birds, particularly in areas where predators are maintained at artificially high densities (Erwin et al. 2001, O'Connell and Beck 2003). In Alabama, foxes, coyotes, and raccoons are the most prevalent predators. Fish Crows, gulls, and ghost crabs are also present in several areas. Most of these species are human commensals that benefit from altered landscapes and food supplementation (Rees et al. 2015). In particular, red foxes on Dauphin Island are maintained through feeding and medical care provided by city residents, which has severe consequences for beach-nesting birds. Restoring Alabama's beach-nesting bird populations will require a multi-pronged approach to predator management, including public education and outreach, as well as predator removal or exclusion.

In the fall, winter, and spring, coastal species such as Snowy Plover and the Federally Endangered Piping Plovers, depend on Alabama's shores to provide foraging and resting habitat. Long-distance migrants require adequate food resources to survive their migrations, and access

to high quality foraging habitat during winter and migration is an important predictor of annual survival and reproductive success (Aharon-Rotman et al. 2016, Swift et al. 2020). Frequent disturbance at roost or foraging locations causes birds to expend unnecessary energy or abandon high quality habitat, which may jeopardize their annual survival or ability to breed successfully once they arrive at their breeding grounds (Tarr et al. 2010, Gibson et al. 2018). Human disturbance is therefore one of the primary threats experienced by birds during migration and winter, particularly on the busy mainland beaches. Habitat degradation can also reduce or eliminate food supply for many species, particularly shorebirds that require intertidal sand and mud flats that hold invertebrates. Foraging habitat may be lost or degraded through erosion, natural succession, or excessive beach raking.

Project Scope and Goals

National Audubon Society's goal for this work is to ensure a healthy, resilient coast that supports both birds and people, and to restore Alabama's coastal bird populations. Audubon will utilize a dynamic and multi-disciplinary approach and several sub-goals will direct our approach to this work.

Proposed Activities

1) Conduct stewardship activities to reduce human disturbance to increase survival and breeding productivity of coastal birds

1.1 Steward priority bird species during breeding seasons

1.1.1. Site Assessments: Audubon will visit with each site decision-maker and/or land manager, annually to determine threats and needs for beach-nesting birds. This visit will assess the current environmental conditions, public and/or private uses of the site, future plans for habitat management or restoration, and yearly activities that may affect the quality of the site for nesting birds. In that discussion, staff will gain an understanding of management actions and types of stewardship activities the site decision-maker is willing to have implemented. Audubon will prioritize actions based on the situation, threat assessment, and willingness to engage in particular conservation actions. As priority species begin to arrive and select nesting sites by March and April, staff will provide landowners or managers with an updated assessment of conservation needs and proposed stewardship activities as necessary. In an adaptive management framework, emerging needs and threats for both birds and decision-makers will be discussed, and stewardship activities will be adapted as needed during each breeding season. These discussions will be completed during the January-March timeframe for sites that have historically had nesting colonies. Site assessments are necessary to understand concerns and plans of site/land managers as well as to proactively address any concerns by these managers. These assessments also enable Audubon to strengthen partnerships with municipal, state and federal natural resources staff in order to enhance direct protection of breeding birds in advance of and during nesting season.

1.1.2. Steward Trainings: Seasonal coastal stewards will be hired and trained prior to each nesting season, and supplemented with trained local volunteers. Training for stewardship will include information about bird biology and behaviors, protocols for interacting with beachgoers, and information about how to handle the rare, aggressive beachgoer. Trained seasonal staff and volunteers improve and increase available habitat, directly protect birds, increase the knowledge base from which managers make decisions, decrease human-related disturbances to birds, and educate beach-goers on how to coexist with resident and migrating coastal birds. Trainings are necessary to keep staff, volunteers, and visitors safe as well as to educate beach visitors on how they can better support breeding beach birds, ultimately building community support and buy-in for these conservation actions.

1.1.3. Protection – Signage and Symbolic Roping: As priority-nesting species begin courtship and nest-site selection, stewardship teams will help to install signage and symbolic fencing/roping at identified sites. Temporary signage and roping will be removed at the end of nesting season, typically mid-to-late August. Staff will regularly monitor symbolic fences and signage, and repairs will be made with minimal disturbance to the birds. The use of signage and symbolic roping reduces encroachment into nesting colonies by visibly creating a barrier and alerting beach visitors, site managers, and site caretakers that there are cryptic ground-nesting birds in the area.

1.1.4. Protection – Stewards: During high beach-use days, staff and volunteers will work in shifts to oversee nesting birds within symbolic fencing. Staff will wear uniforms (typically protective sun shirt, hat, and other items as deemed necessary), whereas volunteers will wear a hat, t-shirt or vest that identifies them as part of the coastal stewardship program. Staff and volunteer stewards will reduce human disturbance, diplomatically intervening to prevent encroachment into the colony when possible, and always engage people in a positive fashion. During periods of high volumes of beach visitors, partnership with municipal natural resource staff will be important. At some locations, off-duty law enforcement officers and private security may receive incentive payments to help protect the colonies from unnecessary encroachment. Staff and volunteers who act as sentinels help reduce encroachment and disturbance by redirecting people away from colonies. Targeted, focused outreach reduces encroachment and disturbance by helping visitors understand compliance and the consequences of non-compliance. Additionally, engagement maintains the safety of staff and volunteers by reducing antagonism of visitors and increasing the acceptance of stewardship activity.

1.1.5. Public Outreach & Engagement: An important strategy in protecting beach-nesting birds is to increase awareness to beach visitors. Stewards will be provided with a spotting scope and binoculars, which they share with interested visitors to the beach to show them incubating adults, cryptic eggs in nests, and downy young from a safe distance. Connecting people to the birds in this direct manner teaches the importance and value of these habitats to vulnerable nesting birds. This direct form of outreach has been shown to increase awareness, which translates into future avoidance of these areas, by the people who are engaged.

Audubon will also engage children in developing stewardship signs for bird nesting areas or important wintering habitat. Partnering with school districts across the Alabama coast, students

will create artwork with conservation messaging that will be printed into permanent signage that can be used at nesting areas. Education and outreach build the foundation that enables the community to learn and support an attitude and behavior of stewardship towards coastal birds and potentially foster knowledge exchanges with other stakeholders. Engaging school age students and building capacities are paramount to the evolution of creating advocates and empowering grass-roots conservation action. Audubon will educate these students to increase understanding of the needs and value of our priority species and their habitats.

1.1.6. Agency and municipal outreach: Staff will establish a partnership with prospective municipal, state and federal natural resources staff to strengthen strategic messages in advance of and during nesting season.

1.1.7. Deploy species-specific decoys: Audubon, in coordination with state and federal partners, will deploy species-specific decoys to attract birds to suitable nesting habitat as necessary. Additionally, the use of electrified fencing coupled with decoys will be a strategy to reduce nest loss to consider for remote areas with low human disturbance and high densities of mammalian predators (i.e., Bon Secour National Wildlife Refuge, Dauphin Island West End).

1.2 Steward priority bird species during winter and migration

1.2.1. Site Assessments: Audubon will visit with each site decision-maker and/or land manager, annually to determine threats and needs for wintering and migratory birds. Staff will gain an understanding of what types of actions and activities the site decision-maker is willing to have implemented. Audubon will prioritize actions based on the situation, threat assessment, and willingness to engage in particular conservation actions. These discussions and decisions will be completed during the August - November timeframe. These assessments enable Audubon to strengthen partnerships with municipal, state and federal natural resources staff in order to enhance direct protection of migratory and wintering birds.

1.2.2. Steward Trainings: Audubon will recruit and train volunteer winter stewards, modeled after new Audubon programs in Mississippi and Florida. Training for stewardship will include information about bird biology and behaviors, protocols for interacting with beachgoers, and information about how to handle the rare, aggressive beachgoer. Trained volunteers improve and increase available habitat, directly protect birds, increase the knowledge base from which managers make decisions, decrease human-related disturbances, and educate beachgoers on how to coexist with resident and migrating coastal birds. Trainings are necessary to keep staff, volunteers, and visitors safe as well as to educate beach visitors on how they can better support migratory and wintering beach birds.

1.2.3. Signage: Audubon will place temporary signage at sites identified to be priority for wintering and migratory species. The use of signage will alert people to the importance of the area to these birds and provide suggestions for how they too can help birds during this part of the life cycle.

1.2.4. Protection – Stewards: Staff and volunteer stewards reduce human disturbance, diplomatically intervening accidental encroachment to foraging and loafing birds, and always engaging people in a positive fashion. Staff will wear uniforms (typically protective sun shirt, hat, and other items as deemed necessary), whereas volunteers will wear a hat, t-shirt or vest that identifies them as part of the Coastal Bird Stewardship program.

1.2.5. Public Outreach & Engagement: An important strategy in protecting beach birds is to increase the awareness of beach visitors about migratory and wintering birds. Stewards are provided a spotting scope and binoculars, which they share with interested visitors to the beach to show them interesting species from a safe distance. Connecting people to the birds in this direct manner teaches them about the threats birds face, and the tenacity they display in returning each year. Staff and volunteers will be provided with temporary signage, such as “Ask me about the birds” signs.

1.3 Steward priority bird species year-round

1.3.1. Web-based communications: Audubon will use social media, blogs, and other creative web-based messaging to increase awareness of the needs of priority bird species as well as best management practices beach visitors can implement to protect birds.

1.3.2. Print-based communications: Audubon will develop print-based materials to share important information about coastal birds and their habitats. This may include a mailer to beachfront residents alerting them to nesting birds, providing a summary of protective measures, and encouraging them to steward these nesting populations. The proximity of Audubon coastal bird stewardship programs in Florida and Mississippi provides resources that have been field-tested and are, in many cases, relevant to stewardship of Alabama coastal bird populations. Some materials from those states will be replicated and produced in Alabama.

1.3.3. Addressing dogs in sensitive areas: Audubon staff and volunteers that protect nesting areas and wintering flocks of birds will be outfitted with promotional items, such as tennis balls or collapsible water bowls, which target dog walks to soften messaging about dogs in sensitive areas and empower staff to diplomatically steer people away from critical wildlife areas.

1.3.4. Community events, presentations, and festivals: Audubon will participate in community events to address bird conservation initiatives through public presentations, school/university engagement, and partnerships with state and local natural resource organizations. Outreach topics will include priority species, breeding, migratory and wintering needs, habitat dynamics including removal of trash and debris, the importance of posted sensitive areas, and the value of healthy habitat in general. Audubon will also use these events to update the public as well as to recruit volunteers. Audubon’s outreach and engagement strategies will be designed to assess, respond to, and mitigate ongoing threats, particularly from human disturbances, habitat management challenges, predation, and harmful debris that may interfere with nesting and feeding success of priority species.

1.3.5. Build strategic partnerships with coastal businesses and the tourism bureau to better support bird conservation: Audubon will work with coastal chambers of commerce, as well as Alabama Tourism and county- and city-specific tourism departments to establish a stronger working relationship to implement better stewardship practices for beachfront and nearby coastal businesses, and encourage safe practices surrounding bird watching, particularly nesting Least Terns.

1.4 Metrics

Audubon will test the effectiveness of conservation actions aimed at mitigating disturbance and increasing productivity. The use of symbolic and/or permanent fencing combined with redirection of beachgoers by stewards provides protection for nesting birds and ultimately reduces disturbance from beachgoers (USFWS 1996, Hunter et al. 2006). In Mississippi, Audubon stewards have been collecting data on disturbance frequency and disturbance types at Least Tern colonies for the past three years. This has allowed Audubon to conduct analyses that demonstrate that human disturbance decreases colony productivity and that stewardship actions lead to increased productivity (Darrah 2020).

In collaboration with Mississippi and Louisiana, Audubon will evaluate the impacts of several stewardship actions on total disturbance and colony productivity of Least Terns when feasible. Disturbance observations will be conducted at all colonies, both in the presence and absence of stewards, in order to quantify the effectiveness of stewards in reducing disturbance. Data on weather, recreation, observed predators, and natural and human disturbances will be collected at all colonies. Game cameras may be placed at strategic points of entry to document types and frequency of disturbances that occur when stewards are not present to provide enforcement and outreach. Stewards will record the frequency and types of interactions that they have with the public.

2) Conduct monitoring in support of adaptive management at project sites to determine nesting and fledging success

2.1 Monitor beach-nesting birds to assess localized population dynamics and threats to beach breeding species

2.1.1. Colonial breeding bird monitoring: Audubon will follow the State of Florida's colony monitoring protocol: "Breeding Bird Protocol for Florida's Shorebirds and Seabirds," which has also been adapted for use in other Gulf Coast states. Biological monitoring will be conducted weekly at each mainland colony to estimate colony size and reproductive output and to determine colony survival rates, consistent with Audubon's efforts across the Gulf, which will inform large-scale patterns of breeding productivity and population change. Monitoring will be conducted from outside the colony. Camera trap and colony monitoring will help identify areas where human disturbance, predators, or other factors are negatively affecting productivity, allowing Audubon to prioritize areas for future restoration or increased stewardship efforts.

Audubon will also monitor rooftop colonies as they emerge and access is granted. Historically, Least Terns nested at the Piggly Wiggly in Fairhope, as well as atop several buildings in Orange Beach. Audubon will maintain and foster existing relationships with building managers that host rooftop-nesting Least Terns, and will protect these colonies by installing barriers to reduce chick mortality from rooftops, monitoring nesting outcomes, providing outreach to local businesses and employees, and determining habitat use of nearby food resources including Mobile Bay and Perdido Pass. Audubon will also collaborate with staff from other Gulf States with existing rooftop colonial experience to develop monitoring and management needs for Alabama's rooftop nesting birds.

2.1.2. Solitary breeding bird monitoring: Breeding surveys will be conducted weekly or every other week, similar to survey frequencies in other Gulf Coast states. A subset of breeding sites will be selected as "intensive monitoring" sites and will be visited once per week to record the number of priority breeding birds, locate nests, and assess nest fates. Remaining breeding areas will be visited every other week, and additional visits will be appropriately timed for counting number of breeding pairs, nests, and chicks of priority species. Observers will also record the location and habitat for any adults, chicks, and fledglings observed. To overcome the challenges of infrequent access to some study areas, Audubon will use game cameras to monitor a subset of nests in order to ascertain nest fate and sources of nest loss.

2.1.3. Disturbance and predation monitoring: Audubon will monitor the extent of disturbance and predation pressure experienced by priority breeding species in Alabama. Audubon will also conduct predator track counts, ghost crab density surveys, surveys for avian predators, and use game cameras to document both human disturbance and predation at nests and colonies.

2.2 Monitor priority bird species during migration and winter

2.2.1. Migratory and wintering coastal bird monitoring: Efforts will focus on survey routes that have been identified to be priority, qualitatively based on species richness, regional representation, and habitat type. Understanding the relationships between species and habitats is paramount to developing stewardship and best management practices for our priority coastal waterbird species to counter current and emergent threats and will aid Audubon in prioritizing areas for conservation work. However, migratory species utilize habitat across multiple spatial and temporal scales, and multiple variables, including: climate, weather, resource availability, and habitat conditions such as wrack, marine debris, and human activity, can influence how birds use local habitat.

Audubon uses the Audubon Coastal Bird Survey (ACBS) as a method to monitor migrating and wintering birds. Similar in methodology to the International Shorebird Survey, ACBS measures relative abundance and trends of migratory and wintering birds related emerging threats, and changing habitat conditions and management practices. ACBS surveys consist of a 1-mile transect along the shoreline that is surveyed by one or more observers. All birds within a ¼-mile buffer will be identified and recorded, and survey conditions including tide level, extent of mudflats, extent of wrack and garbage, extent of human disturbance, and weather are recorded. Additional data will also be collected for priority species: behavior (foraging, roosting, or

breeding activity), general location of survey site, and general habitat (mudflat, sand beach, dune, etc.). Each transect will be visited six times during the fall pulse (20 Aug – 30 Oct), three times during the winter pulse (10 Jan – 20 Feb), and six times during the spring pulse (20 Mar – 30 May). During or immediately following each transect, observers will document the location and behavior of any banded birds sighted during the surveys, with a special focus on searching for banded Piping Plovers, Red Knots, and Snowy Plovers. Survey routes/areas consist of established transects along stretches of shoreline/beach.

2.2.2. Disturbance and Predation Monitoring: Audubon will monitor the extent of disturbance experienced by priority migratory and wintering species using several methods. First, Audubon staff and volunteers will record the numbers of humans and dogs present and whether or not the beach has been freshly raked (as in the ACBS protocol). Additionally, Audubon will conduct disturbance and foraging observations for two priority species, Piping Plover and Black Skimmer. These surveys will quantify the extent of disturbance experienced by each species in different habitats (e.g., island vs. mainland) and in relationship to proximity of beach-access points, and will quantify how much available foraging and resting time is lost due to disturbance.

2.2.3. Monitoring – Training: Project staff and partners will recruit volunteers to supplement teams already conducting surveys on active routes. Project staff will provide training and mentoring for new volunteers and continuing education will be provided to current and former volunteers. Training, which may include both classroom and field instruction, will focus on survey protocols, data collection and entry, and bird identification skills. Subsequently, staff may provide training on more advanced material, including estimating flock sizes and solving identification challenges for rare birds, similar species, or birds with variable plumages. Coastal birds during migration and wintering periods are often difficult to identify when they are not in their vibrant breeding colors. Training ensures accuracy of data, especially species identification; training also covers counting birds in large flocks and identifying cryptic species by behavior. Moreover, training ensures proper data recording and entry, thus allowing for more rigor in analyses.

2.3 Breeding bird banding for analysis of population dynamics

Understanding the population-level consequences of new habitat creation and restoration requires an understanding of breeding productivity in new and old habitats, site fidelity, dispersal distances, and environmental and individual factors that influence dispersal decisions in birds. Site fidelity and dispersal decisions can be influenced by reproductive performance, either of the individuals themselves or of neighbors (Hoover 2003, Boulinier et al. 2008, Rioux et al. 2011), or habitat quality and change (Johnson and Barnes, unpublished data). Additionally, dispersal decisions of colonial species are complicated due to the social aspect of colony formation; presence of individuals in an area can be more important than reproductive success for colony establishment (Oro and Ruxton 2001). It is important to collect demographic and dispersal data for species of conservation concern for the purposes of metapopulation modeling, which can then be used to understand the effects of size and distance of new habitats and result in improved conservation and project planning.

Audubon will use banding to estimate annual survival, site fidelity, and dispersal distances, and to improve productivity estimates of Alabama's priority breeding species. Focal species will include Snowy Plover and potentially Black Skimmer. Adult Snowy Plovers will be captured using noose carpets and given a unique combination of color bands. Audubon will also capture pre-fledged chicks by hand or dip net and band the chicks with color bands to obtain robust estimates of chick survival and fledging probability. Observers will search for banded birds during regular breeding bird monitoring, as well as during ACBS surveys and band resight surveys throughout the non-breeding seasons. Resights will be used to document dispersal events, migratory connectivity, and to estimate chick and fledging probability and adult annual survival for demographic modeling.

2.4. Metrics

2.4.1. Assess population size, trends, and productivity of beach-nesting birds in response to stewardship, management actions, and localized threats: Audubon will analyze the influence of habitat characteristics and human use metrics on spatiotemporal variation in breeding coastal bird abundance and productivity. Specifically, Audubon will relate variation in breeding pair density, annual population trend, and productivity to disturbance frequency, prevalence of predators, extent of stewardship actions, and other relevant environmental or management factors. These findings will be used in an adaptive management framework to respond to emerging threats and to provide recommendations for restoration and management actions that would benefit breeding coastal birds.

2.4.2. Evaluate and predict wintering/migratory bird abundance in response to disturbance and environmental conditions: Wintering and migratory coastal bird populations vary spatially and temporally in response to habitat suitability and environmental conditions. In order to evaluate long-term trends and processes affecting wintering and migratory coastal bird populations, Audubon will analyze spatiotemporal variation in abundance and evaluate the influence of habitat characteristics and human use metrics. The Audubon Coastal Bird Survey, initiated in 2010 in response to the BP spill, consists of ~1-mile routes surveyed repeatedly within each of three seasons annually: fall, winter, and spring. The team will estimate route-level abundance and trends while accounting for detection probability using *N*-mixture models for open metapopulations with repeated counts (Kwon et al. 2018). Analysis results will be used to develop maps and summaries of predicted abundance under both current conditions and alternative restoration scenarios across the Alabama Gulf Coast.

The Piping Plover will be selected as a priority species for additional analyses. Two populations winter on Alabama's coast: (1) Great Plains population which is federally listed as threatened, and (2) Great Lakes population which is federally listed as endangered. Many Piping Plovers spend seven to nine months of the year on Alabama's coast. This species is intensively monitored on its breeding grounds and many individuals are banded, which provides an opportunity to form robust population estimates of migrating and wintering birds occupying Alabama's coast, and to estimate winter site fidelity and survival rates as it relates to environmental variables. Estimates of the number of passage migrants and wintering plovers will be obtained using a combination of band resights and counts of unmarked plovers obtained

during ACBS surveys, and analyzed in a Bayesian framework using a superpopulation model (Lyons et al. 2016). Modifications of this model will also be used to estimate winter site fidelity and survival rates as a function of habitat covariates.

2.4.3. Quantify restoration effects on coastal bird populations: A variety of restoration techniques may be used to facilitate coastal bird population recovery, including invasive species control, land conservation, habitat creation, and direct protection of nesting colonies. Audubon will estimate wintering/migratory bird abundance and breeding bird productivity at both control and restoration sites prior to restoration activity to improve Alabama's understanding of coastal bird response to restoration. Following restoration, Audubon will then compare the new abundance and productivity estimates post-restoration to quantify the effects of restoration, and generate predictions of coastal bird population growth under large-scale restoration. Audubon will also estimate site fidelity and dispersal distances of banded birds of priority breeding species, and track changes in these parameters at control and restoration sites, as well as documenting the origin of individuals that colonize newly-restored areas.

To develop an understanding of causal relationships requires a robust study design with limited independent variables and a good sample size. Although a "before-after-control-impact" (BACI) design is desirable for this type of study, logistical limitations exist including variable costs and permitting requirements for restoration, as well as annual variation breeding locations. A regionwide study will be conducted in collaboration with other Gulf States to perform analyses that are more robust and representative of Gulf Coast populations. Audubon's participation in the Gulf Coast Joint Venture (GCJV), particularly the GCJV Bird Nesting Island Cooperative, will be a key aspect in facilitating cross-state coordination. Members of this cooperative are already engaged in collating existing data and literature to inform best management practices for restoration, identifying information gaps, and assigning conservation and management priority to sites across the Gulf.

Exhibit A.2

Project Scope and Goals

National Audubon Society's goal for this work is to ensure a healthy, resilient coast that supports both birds and people, and to restore Alabama's coastal bird populations. Audubon will work with its "Partners," which include the Alabama Audubon Society and City of Orange Beach, to utilize a dynamic and multi-disciplinary approach and several sub-goals will direct our approach to this work. Hereafter, Audubon and its Partners will be referred to as the "Team."

Proposed Activities

1) Conduct stewardship activities to reduce human disturbance to increase survival and breeding productivity of coastal birds

1.1 Steward priority bird species during breeding seasons

1.1.1. Site Assessments: The Team will visit with each site decision-maker and/or land manager, annually to determine threats and needs for beach-nesting birds. This visit will assess the current environmental conditions, public and/or private uses of the site, future plans for habitat management or restoration, and yearly activities that may affect the quality of the site for nesting birds. In that discussion, staff will gain an understanding of management actions and types of stewardship activities the site decision-maker is willing to have implemented. The Team will prioritize actions based on the situation, threat assessment, and willingness to engage in particular conservation actions. As priority species begin to arrive and select nesting sites by March and April, staff will provide landowners or managers with an updated assessment of conservation needs and proposed stewardship activities as necessary. In an adaptive management framework, emerging needs and threats for both birds and decision-makers will be discussed, and stewardship activities will be adapted as needed during each breeding season. These discussions will be completed annually during the January-March timeframe for sites that have historically had nesting colonies. Site assessments are necessary to understand concerns and plans of site/land managers as well as to proactively address any concerns by these managers. These assessments also enable the Team to strengthen partnerships with municipal, state and federal natural resources staff in order to enhance direct protection of breeding birds in advance of and during nesting season.

1.1.2. Steward Trainings: The Partners will hire and train, with support from Audubon, seasonal coastal stewards prior to each nesting season, whose work will be supplemented with trained local volunteers. Training for stewardship will include information about bird biology and behaviors, protocols for interacting with beachgoers, and information about how to handle the rare, aggressive beachgoer. Trained seasonal staff and volunteers improve and increase available habitat, directly protect birds, increase the knowledge base from which managers make decisions, decrease human-related disturbances to birds, and educate beach-goers on how to coexist with resident and migrating coastal birds. Trainings are necessary to keep staff, volunteers, and visitors safe as well as to educate beach visitors on how they can better support breeding beach birds, ultimately building community support and buy-in for these conservation actions.

1.1.3. Protection – Signage and Symbolic Roping: As priority-nesting species begin courtship and nest-site selection, stewardship teams will help to install signage and symbolic fencing/roping at identified sites. Temporary signage and roping will be removed at the end of nesting season, typically mid-to-late August. The Partners will regularly monitor symbolic fences and signage, and repairs will be made with minimal disturbance to the birds. The use of signage and symbolic roping reduces encroachment into nesting colonies by visibly creating a barrier and alerting beach visitors, site managers, and site caretakers that there are cryptic ground-nesting birds in the area.

Consistent signage will be used across Alabama, Mississippi, and Louisiana. The design of the signs will feature project partners and standard language. All signage will be approved by Audubon.

1.1.4. Protection – Stewards: During high beach-use days, staff and volunteers will work in shifts to oversee nesting birds within symbolic fencing. Staff will wear uniforms (typically protective sun shirt, hat, and other items as deemed necessary), whereas volunteers will wear a hat, t-shirt or vest that identifies them as part of the coastal stewardship program. Staff and volunteer stewards will reduce human disturbance, diplomatically intervening to prevent encroachment into the colony when possible, and always engage people in a positive fashion. During periods of high volumes of beach visitors, partnership with municipal natural resource staff will be important. At some locations, off-duty law enforcement officers and private security may receive incentive payments to help protect the colonies from unnecessary encroachment. Staff and volunteers who act as sentinels help reduce encroachment and disturbance by redirecting people away from colonies. Targeted, focused outreach reduces encroachment and disturbance by helping visitors understand compliance and the consequences of non-compliance. Additionally, engagement maintains the safety of staff and volunteers by reducing antagonism of visitors and increasing the acceptance of stewardship activity.

1.1.5. Public Outreach & Engagement: An important strategy in protecting beach-nesting birds is to increase awareness to beach visitors. Stewards will be provided with a spotting scope and binoculars, which they share with interested visitors to the beach to show them incubating adults, cryptic eggs in nests, and downy young from a safe distance. Connecting people to the birds in this direct manner teaches the importance and value of these habitats to vulnerable nesting birds. This direct form of outreach has been shown to increase awareness, which translates into future avoidance of these areas, by the people who are engaged.

The Partners will also engage children in developing stewardship signs for bird nesting areas or important wintering habitat. Partnering with school districts across the Alabama coast, students will create artwork with conservation messaging that will be printed into permanent signage that can be used at nesting areas. Education and outreach build the foundation that enables the community to learn and support an attitude and behavior of stewardship towards coastal birds and potentially foster knowledge exchanges with other stakeholders. Engaging school age students and building capacities are paramount to the evolution of creating advocates and empowering grass-roots conservation action. The Partners will educate these students to increase understanding of the needs and value of our priority species and their habitats.

Education and outreach materials will feature partner logos (and funding recognition?).
Education and outreach materials should be approved by Audubon staff before distribution.

Social media posts should follow Audubon's best practices for topics about banding, drone use, stewardship activities, etc.

1.1.6. Agency and municipal outreach: Staff will establish a partnership with prospective municipal, state and federal natural resources staff to strengthen strategic messages in advance of and during nesting season.

1.1.7. Deploy species-specific decoys: The Partners, in coordination with state and federal partners, will deploy species-specific decoys to attract birds to suitable nesting habitat as necessary. Additionally, the use of electrified fencing coupled with decoys may be a strategy to

reduce nest loss to consider for remote areas with low human disturbance and high densities of mammalian predators (e.g., Dauphin Island West End).

1.2 Steward priority bird species during winter and migration

1.2.1. Site Assessments: Audubon will visit with each site decision-maker and/or land manager, annually to determine threats and needs for wintering and migratory birds. Staff will gain an understanding of what types of actions and activities the site decision-maker is willing to have implemented. Audubon will prioritize actions based on the situation, threat assessment, and willingness to engage in particular conservation actions. These discussions and decisions will be completed during the August - November timeframe. These assessments enable Audubon to strengthen partnerships with municipal, state and federal natural resources staff in order to enhance direct protection of migratory and wintering birds.

1.2.2. Steward Trainings: The Partners will recruit and train volunteer winter stewards, modeled after Audubon programs in Louisiana, Mississippi, and Florida. Training for stewardship will include information about bird biology and behaviors, protocols for interacting with beachgoers, and information about how to handle the rare, aggressive beachgoer. Trained volunteers improve and increase available habitat, directly protect birds, increase the knowledge base from which managers make decisions, decrease human-related disturbances, and educate beachgoers on how to coexist with resident and migrating coastal birds. Trainings are necessary to keep staff, volunteers, and visitors safe as well as to educate beach visitors on how they can better support migratory and wintering beach birds.

1.2.3. Signage: The Partners will place temporary signage at sites identified to be priority for wintering and migratory species. The use of signage will alert people to the importance of the area to these birds and provide suggestions for how they too can help birds during this part of the life cycle.

1.2.4. Protection – Stewards: Staff and volunteer stewards reduce human disturbance, diplomatically intervening accidental encroachment to foraging and loafing birds, and always engaging people in a positive fashion. Staff will wear uniforms (typically protective sun shirt, hat, and other items as deemed necessary), whereas volunteers will wear a hat, t-shirt or vest that identifies them as part of Alabama's Coastal Bird Stewardship program.

1.2.5. Public Outreach & Engagement: An important strategy in protecting beach birds is to increase the awareness of beach visitors about migratory and wintering birds. Stewards are provided a spotting scope and binoculars, which they share with interested visitors to the beach to show them interesting species from a safe distance. Connecting people to the birds in this direct manner teaches them about the threats birds face, and the tenacity they display in returning each year. Staff and volunteers will be provided with temporary signage, such as "Ask me about the birds" signs.

1.3 Steward priority bird species year-round

1.3.1. Web-based communications: The Team will use social media, blogs, and other creative web-based messaging to increase awareness of the needs of priority bird species as well as best management practices beach visitors can implement to protect birds.

1.3.2. Print-based communications: The Team will develop print-based materials to share important information about coastal birds and their habitats. This may include a mailer to beachfront residents alerting them to nesting birds, providing a summary of protective measures, and encouraging them to steward these nesting populations. The proximity of Audubon coastal bird stewardship programs in Florida and Mississippi provides resources that have been field-tested and are, in many cases, relevant to stewardship of Alabama coastal bird populations. Some materials from those states will be replicated and produced in Alabama. Print based materials should be approved by Audubon.

1.3.3. Addressing dogs in sensitive areas: The Partners that protect nesting areas and wintering flocks of birds will be outfitted with promotional items, such as tennis balls or collapsible water bowls, which target dog walks to soften messaging about dogs in sensitive areas and empower staff to diplomatically steer people away from critical wildlife areas.

1.3.4. Build strategic partnerships with coastal businesses and the tourism bureau to better support bird conservation: The Partners will work with coastal chambers of commerce, as well as Alabama Tourism and county- and city-specific tourism departments to establish a stronger working relationship to implement better stewardship practices for beachfront and nearby coastal businesses, and encourage safe practices surrounding bird watching, particularly nesting Least Terns.

1.4 Metrics

Audubon will test the effectiveness of conservation actions aimed at mitigating disturbance and increasing productivity. The use of symbolic and/or permanent fencing combined with redirection of beachgoers by stewards provides protection for nesting birds and ultimately reduces disturbance from beachgoers (USFWS 1996, Hunter et al. 2006). In Mississippi, Audubon stewards have been collecting data on disturbance frequency and disturbance types at Least Tern colonies for the past three years. This has allowed Audubon to conduct analyses that demonstrate that human disturbance decreases colony productivity and that stewardship actions lead to increased productivity (Darrah 2020).

In collaboration with Mississippi and Louisiana stewardship programs, the Partners will evaluate the impacts of several stewardship actions on total disturbance and colony productivity of Least Terns when feasible. Disturbance observations will be conducted at all colonies, both in the presence and absence of stewards, in order to quantify the effectiveness of stewards in reducing disturbance. Data on weather, recreation, observed predators, and natural and human disturbances will be collected at all colonies. Game cameras may be placed at strategic points of entry to document types and frequency of disturbances that occur when stewards are not present to provide enforcement and outreach. Stewards will record the frequency and types of interactions that they have with the public.

2) Conduct monitoring in support of adaptive management at project sites to determine nesting and fledging success

2.1 Monitor beach-nesting birds to assess localized population dynamics and threats to beach breeding species

2.1.1. Colonial breeding bird monitoring: The Partners will follow the State of Florida's colony monitoring protocol: "Breeding Bird Protocol for Florida's Shorebirds and Seabirds," which has also been adapted for use in other Gulf Coast states. Biological monitoring will be conducted weekly at each mainland colony to estimate colony size and reproductive output and to determine colony survival rates, consistent with Audubon's efforts across the Gulf, which will inform large-scale patterns of breeding productivity and population change. Monitoring will be conducted from outside the colony. Camera trap and colony monitoring will help identify areas where human disturbance, predators, or other factors are negatively affecting productivity, allowing Audubon to prioritize areas for future restoration or increased stewardship efforts.

2.1.2. Solitary breeding bird monitoring: The Partners will conduct breeding surveys at least weekly or every other week, but not more frequently than twice a week, similar to survey frequencies in other Gulf Coast states. A subset of breeding sites will be selected as "intensive monitoring" sites and will be visited once per week to record the number of priority breeding birds, locate nests, and assess nest fates. Remaining breeding areas will be visited every other week, and additional visits will be appropriately timed for counting number of breeding pairs, nests, and chicks of priority species. Observers will also record the location and habitat for any adults, chicks, and fledglings observed. To overcome the challenges of infrequent access to some study areas, Audubon will use game cameras to monitor a subset of nests in order to ascertain nest fate and sources of nest loss.

2.1.3. Disturbance and predation monitoring: The Partners will monitor the extent of disturbance and predation pressure experienced by priority breeding species in Alabama. Audubon will also conduct predator track counts, ghost crab density surveys, surveys for avian predators, and use game cameras to document both human disturbance and predation at nests and colonies.

2.2 Monitor priority bird species during migration and winter

2.2.1. Migratory and wintering coastal bird monitoring: The Partners will focus on survey routes that have been identified to be priority, qualitatively based on species richness, regional representation, and habitat type. Understanding the relationships between species and habitats is paramount to developing stewardship and best management practices for our priority coastal waterbird species to counter current and emergent threats and will aid Audubon in prioritizing areas for conservation work. However, migratory species utilize habitat across multiple spatial and temporal scales, and multiple variables, including: climate, weather, resource availability, and habitat conditions such as wrack, marine debris, and human activity, can influence how birds use local habitat.

Audubon uses the Audubon Coastal Bird Survey (ACBS) as a method to monitor migrating and wintering birds. Similar in methodology to the International Shorebird Survey, ACBS measures relative abundance and trends of migratory and wintering birds related emerging threats, and changing habitat conditions and management practices. ACBS surveys consist of a 1-mile transect along the shoreline that is surveyed by one or more observers. All birds within a ¼-mile buffer will be identified and recorded, and survey conditions including tide level, extent of mudflats, extent of wrack and garbage, extent of human disturbance, and weather are recorded. Additional data will also be collected for priority species: behavior (foraging, roosting, or breeding activity), general location of survey site, and general habitat (mudflat, sand beach, dune, etc.). Each transect will be visited six times during the fall pulse (20 Aug – 30 Oct), three times during the winter pulse (10 Jan – 20 Feb), and six times during the spring pulse (20 Mar – 30 May). During or immediately following each transect, observers will document the location and behavior of any banded birds sighted during the surveys, with a special focus on searching for banded Piping Plovers, Red Knots, and Snowy Plovers. Survey routes/areas consist of established transects along stretches of shoreline/beach.

2.2.2. Disturbance and Predation Monitoring: The Partners will monitor the extent of disturbance experienced by priority migratory and wintering species using several methods. First, staff and volunteers will record the numbers of humans and dogs present and whether or not the beach has been freshly raked (as in the ACBS protocol). Additionally, the Partners will conduct disturbance and foraging observations for two priority species, Piping Plover and Black Skimmer. These surveys will quantify the extent of disturbance experienced by each species in different habitats (e.g., island vs. mainland) and in relationship to proximity of beach-access points, and will quantify how much available foraging and resting time is lost due to disturbance.

2.2.3. Monitoring – Training: The Partners will recruit volunteers to supplement teams already conducting surveys on active routes. Staff will provide training and mentoring for new volunteers and continuing education will be provided to current and former volunteers. Training, which may include both classroom and field instruction, will focus on survey protocols, data collection and entry, and bird identification skills. Subsequently, staff may provide training on more advanced material, including estimating flock sizes and solving identification challenges for rare birds, similar species, or birds with variable plumages. Coastal birds during migration and wintering periods are often difficult to identify when they are not in their vibrant breeding colors. Training ensures accuracy of data, especially species identification; training also covers counting birds in large flocks and identifying cryptic species by behavior. Moreover, training ensures proper data recording and entry, thus allowing for more rigor in analyses.

2.4. Metrics

2.4.1. Assess population size, trends, and productivity of beach-nesting birds in response to stewardship, management actions, and localized threats: Audubon will work with the Partners to analyze the influence of habitat characteristics and human use metrics on spatiotemporal variation in breeding coastal bird abundance and productivity. Specifically, Audubon will relate

variation in breeding pair density, annual population trend, and productivity to disturbance frequency, prevalence of predators, extent of stewardship actions, and other relevant environmental or management factors. These findings will be used in an adaptive management framework to respond to emerging threats and to provide recommendations for restoration and management actions that would benefit breeding coastal birds.

2.4.2. Evaluate and predict wintering/migratory bird abundance in response to disturbance and environmental conditions: Wintering and migratory coastal bird populations vary spatially and temporally in response to habitat suitability and environmental conditions. In order to evaluate long-term trends and processes affecting wintering and migratory coastal bird populations, Audubon will analyze spatiotemporal variation in abundance and evaluate the influence of habitat characteristics and human use metrics. The Audubon Coastal Bird Survey, initiated in 2010 in response to the BP spill, consists of ~1-mile routes surveyed repeatedly within each of three seasons annually: fall, winter, and spring. The team will estimate route-level abundance and trends while accounting for detection probability using *N*-mixture models for open metapopulations with repeated counts (Kwon et al. 2018). Analysis results will be used to develop maps and summaries of predicted abundance under both current conditions and alternative restoration scenarios across the Alabama Gulf Coast.

The Piping Plover will be selected as a priority species for additional analyses. Two populations winter on Alabama's coast: (1) Great Plains population which is federally listed as threatened, and (2) Great Lakes population which is federally listed as endangered. Many Piping Plovers spend seven to nine months of the year on Alabama's coast. This species is intensively monitored on its breeding grounds and many individuals are banded, which provides an opportunity to form robust population estimates of migrating and wintering birds occupying Alabama's coast, and to estimate winter site fidelity and survival rates as it relates to environmental variables. Estimates of the number of passage migrants and wintering plovers will be obtained using a combination of band resights and counts of unmarked plovers obtained during ACBS surveys, and analyzed in a Bayesian framework using a superpopulation model (Lyons et al. 2016). Modifications of this model will also be used to estimate winter site fidelity and survival rates as a function of habitat covariates.

2.4.3. Quantify restoration effects on coastal bird populations: A variety of restoration techniques may be used to facilitate coastal bird population recovery, including invasive species control, land conservation, habitat creation, and direct protection of nesting colonies. Audubon will work with the Partners to estimate wintering/migratory bird abundance and breeding bird productivity at both control and restoration sites prior to restoration activity to improve Alabama's understanding of coastal bird response to restoration. Where feasible following restoration, we will then compare the new abundance and productivity estimates post-restoration to quantify the effects of restoration, and generate predictions of coastal bird population growth under large-scale restoration. Audubon will also estimate site fidelity and dispersal distances of banded birds of priority breeding species, and track changes in these parameters at control and restoration sites, as well as documenting the origin of individuals that colonize newly-restored areas.

To develop an understanding of causal relationships requires a robust study design with limited independent variables and a good sample size. Although a “before-after-control-impact” (BACI) design is desirable for this type of study, logistical limitations exist including variable costs and permitting requirements for restoration, as well as annual variation breeding locations. A regionwide study will be conducted in collaboration with other Gulf States to perform analyses that are more robust and representative of Gulf Coast populations. Audubon’s participation in the Gulf Coast Joint Venture (GCJV), particularly the GCJV Bird Nesting Island Cooperative, will be a key aspect in facilitating cross-state coordination. Members of this cooperative are already engaged in collating existing data and literature to inform best management practices for restoration, identifying information gaps, and assigning conservation and management priority to sites across the Gulf.

3) Timeline

		Startup			Breeding Season Activities							Non-breeding Season Activities			Analyses/Reporting		
		Hire essential staff & summer seasonals	Site Assessments	Agency and municipal outreach	Develop communications plan	Protection - signage and fencing	Protection - stewards	Monitoring - breeding birds	Public outreach and engagement	Recruit and train volunteers	Banding	Audubon Coastal Bird Survey	Recruit and train winter stewards	Signage for wintering species	Assess breeding population and productivity	Assess winter/migratory bird abundance	Restoration effects on coastal bird populations
Year 1	Jan-Mar	x	x	x	x												
	April-Aug			x	x	x	x	x	x	x	x						
	Aug-Mar											x	x	x	x		
Year 2	Jan-Mar	x										x			x		
	April-Aug					x	x	x	x	x	x					x	
	Aug-Mar											x	x	x	x		
Year 3	Jan-Mar	x															
	April-Aug					x	x	x	x	x	x					x	x
	Aug-Mar											x	x	x			x

Exhibit B – Budget

City of Orange Beach	Year 1	Year 2	Year 3
Personnel	\$46,900	\$48,307	\$49,756
Coastal Stewardship Associate (salary + fringe)	\$46,900	\$48,307	\$49,756
Travel	\$10,500	\$10,815	\$11,139
Project Fuel	\$10,500	\$10,815	\$11,139
Supplies	\$55,400	\$57,062	\$58,774
Education and Outreach Supplies	\$3,500	\$3,605	\$3,713
Volunteer recruitment and support	\$4,000	\$4,120	\$4,244
Signage & Print Media	\$15,000	\$15,450	\$15,914
Office Use	\$14,400	\$14,832	\$15,277
Nesting Habitat Maintenance	\$5,000	\$5,150	\$5,305
Predator Management	\$6,500	\$6,695	\$6,896
Symbollic Fencing	\$7,000	\$7,210	\$7,426
Total Direct Costs	\$112,800	\$116,184	\$119,670
Indirect Costs (24.66%)	\$12,200	\$12,566	\$12,942
Total	\$125,000	\$128,750	\$132,612



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: Coastal Resources

Description of Topic: Resolution authorizing execution of a second amendment to the implementation agreement with the Alabama Department of Conservation and Natural Resources for the Coastal Alabama Sea Turtle Triage Restoration Project.

Background/Description: The bids for the facility came in approximately \$450,000 over the original budget therefore ADCNR amended the grant agreement to cover the additional expenses.

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted and will be reimbursed 100%.

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Implementation Agreement Amendment Sea Turtle Triage NRDA Project
2. 2024.11.27 Implementation Agreement Amendment Sea Turtle Center
3. Resolution of the Alabama Trustee Implementation Group

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
SECOND AMENDMENT TO THE IMPLEMENTATION AGREEMENT WITH THE
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES FOR THE
COASTAL ALABAMA SEA TURTLE TRIAGE RESTORATION PROJECT**

FINDINGS:

1. On March 12, 2019, City Council adopted Resolution No. 19-054 authorizing execution of an implementation agreement with the Alabama Department of Conservation and Natural Resources (ADCNR) for the Coastal Alabama Sea Turtle Triage Restoration Project.
2. The purpose of this agreement is to implement the Coastal Alabama Sea Turtle Triage restoration project (the "Project") as described in the Alabama Trustee Implementation Group Restoration Plan II and Environmental Assessment: Restoration of Wetlands, Coastal, and Nearshore Habitats; Habitat Projects on Federally Managed Lands; Nutrient Reduction (Nonpoint Source); Sea Turtles; Marine Mammals; Birds; Oysters (RPII/EA") and approved by the Alabama Trustee Implementations Group of September 5, 2018, and publicly released September 18, 2018.
3. The purpose of this Amendment is to add \$450,000 in funding to construct the Coastal Alabama Sea Turtle Triage Facility.
4. At the request of ADCNR, the City has agreed to provide such labor, services, and materials to accomplish the goals of said restoration project.
5. After having reviewed the amended agreement, 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 amended implementation agreement between the City of Orange Beach and the Alabama Department of Conservation and Natural Resources 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 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

**SECOND AMENDED
Work Plan for
Coastal Alabama Sea Turtle
Restoration Project
(as of November 15, 2024)**

ACTIVITIES:

Under the supervision of ADCNR, the City of Orange Beach will be responsible for the planning and implementation for the Coastal Alabama Sea Turtle (“CAST”) Triage restoration project (hereafter, “Project”) as more specifically described below.

Project Implementation and Operation

1. Activities and responsibilities. The City of Orange Beach is responsible for the planning and implementation outlined for the Project in the Alabama Trustee Implementation Group Restoration Plan II and Environmental Assessment: Restoration of Wetlands, Coastal, and Nearshore Habitats; Habitat Projects on Federally Managed Lands; Nutrient Reduction (Nonpoint Source); Sea Turtles; Marine Mammals; Birds; and Oysters (“RPII/EA”). The planning and implementation activities include:
 - Planning and construction of a triage facility on existing City of Orange Beach-owned property to increase sea turtle survival
 - Public education regarding anthropogenic threats to sea turtles, current science on addressing those threats, and sea turtle conservation
2. Timeframe and Funding Source.

Activity	Responsible Party	Funding Source	Expected Timeframe
Planning and Construction	City of Orange Beach	DWH NRD funds	~ 1-2 years for completion
Implementation	City of Orange Beach	DWH NRD funds & City of Orange Beach	~ 5 years

Operation and Maintenance

1. Activities and responsibilities. The operation and maintenance of the infrastructure and improvements for this Project and the funding of the same are the responsibility of the City of Orange Beach.
2. Timeframe. The City of Orange Beach will conduct reasonable and appropriate operations and maintenance with respect to this Project for at least 5 years, beginning at completion of construction of the infrastructure and improvements as described in the RPII/EA.

Project Monitoring

1. Activities and responsibilities. Project Monitoring will be conducted by the City of Orange Beach in accordance with the CAST Triage Project Monitoring and Adaptive Management Plan, attached as Appendix B to the RPII/EA.
2. Funding. The funding source for monitoring activities will be DWH NRD funds.

BUDGET:

1. The total estimated Project cost is \$1,521,935. The Project budget includes the following items:

Activity	Responsible Party	Budget
Personnel	City of Orange Beach	\$60,000
Trustee Supervision	ADCNR	\$65,234
Implementation & Construction	City of Orange Beach	\$1,316,700
Contingency		\$80,001
	TOTAL:	\$1,521,935

Any costs incurred or obligated for any activity over and above the above budgets must be approved in advance in writing by ADCNR.

REPORTING REQUIREMENTS/DELIVERABLES:

1. Project Implementation. The City of Orange Beach will report the following to ADCNR electronically at the corresponding frequencies/deadlines. Activities include planning, engineering and design, construction, maintenance, and monitoring:

Activity	Frequency/Deadline
Expenditures	quarterly
Financial Balance (including summary of interest earned)	quarterly
Status of activities	quarterly
Progress made since last report	quarterly

Reporting requirements for project implementation will continue for five years beginning upon initial receipt of funds.

2. Project Monitoring. The City of Orange Beach will provide an annual report to ADCNR by January 30 of each year, beginning in 2020, describing the prior year's monitoring activity in accordance with the RPII/EA and Monitoring and Adaptive Management Plan. Each monitoring report should describe the (1) monitoring activity; (2) date of each activity; (3) expenditures; (4) and information collected.

Reporting requirements for project monitoring will continue for the duration of the monitoring activities specified in the CAST Triage Project Monitoring and Adaptive Management Plan.

3. Letter of Completion – Within 45 days of completion of all requirements specified in this work plan, the City of Orange Beach will submit a letter of completion to ADCNR. This letter will certify that all work has been completed through a final monitoring report and provide a final

accounting of expenditures, fund balances, including interest, and the total amount of funds that will be returned to ADCNR, if required.

4. Form. All project reporting will be in the form specified by ADCNR and consistent with the reporting requirements in the RPII/EA and the Trustee Council SOPs.

REFERENCE DOCUMENTS:

1. ADCNR will provide the following to the City of Orange Beach upon execution of the Implementation Agreement:
 - Alabama Trustee Implementation Group Restoration Plan II and Environmental Assessment: Restoration of Wetlands, Coastal, and Nearshore Habitats; Habitat Projects on Federally Managed Lands; Nutrient Reduction (Nonpoint Source); Sea Turtles; Marine Mammals; Birds; and Oysters (“RPII/EA”)
 - CAST Triage Project Monitoring and Adaptive Management Plan
 - Trustee Council Standard Operating Procedures

CITY OF ORANGE BEACH:

**STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES:**

Tony Kennon
Mayor

Christopher M. Blankenship
Commissioner

RESTORATION IN ALABAMA TRUSTEE IMPLEMENTATION GROUP
of the
DEEPWATER HORIZON TRUSTEE COUNCIL

Resolution # AL-2024-007

Resolution of the Alabama Trustee Implementation Group for the Second Modification of Project Budget for the CAST Triage Restoration Project for the Alabama Department of Conservation and Natural Resources

1. In accordance with the Oil Pollution Act of 1990 (OPA), the National Environmental Policy Act (NEPA), the *Deepwater Horizon* (DWH) Oil Spill: Final Programmatic Damage Assessment and Restoration Plan and Final Programmatic Environmental Impact Statement (PDARP/PEIS) and Record of Decision (ROD), the 2021 Trustee Council Standard Operating Procedures for Implementation of the Natural Resource Restoration for the DWH Oil Spill (SOPs), and the Consent Decree entered in *United States v. BPXP et al.*, Civ. No. 10-4536, centralized in MDL 2179, In re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010 (E.D. La.), the undersigned representatives of the Alabama Trustee Implementation Group (TIG) hereby approve the funding described below for the restoration of natural resources and services injured or lost as a result of the DWH oil spill.
2. The activities to be funded support restoration to carry out the restoration goals identified in the PDARP/PEIS ROD that provides and explains the Trustees’ selection of the Preferred Alternative (Alternative A) for the Programmatic Restoration Plan in the Final PDARP/PEIS. Further, the activities to be funded are described as the CAST Triage restoration project (Project) (Portal ID 142) in the Alabama Trustee Implementation Group Restoration Plan II and Environmental Assessment: Restoration of Wetlands, Coastal, and Nearshore Habitats; Habitat Projects on Federally Managed Lands; Nutrient Reduction (Nonpoint Source); Sea Turtles; Marine Mammals; Birds; and Oysters (RPII/EA), which was approved by the Alabama TIG on September 5, 2018 and publicly released September 18, 2018. The tasks are also consistent with the Consent Decree resolving the civil actions referenced above.
3. The funds budgeted for the Project were allocated from the Alabama TIG’s Sea Turtles Restoration Type allocation. The Alabama Department of Conservation and Natural Resources (ADCNR), as the Implementing Trustee of the Project, and the Alabama TIG have determined that the first modified Project budget approved by Resolution #AL-2023-010 should again be modified based on the following factors:
 - Bids were solicited for the project and 5 bids were received. All bids exceeded the first modified Project budget.

4. Therefore, the Alabama TIG authorizes a second budget modification affecting the funds budgeted from the Alabama TIG's Sea Turtles Restoration Type allocation. The original project budget, as stated in the RPII/EA, was \$622,915. The first modified Project budget increased the project budget to \$1,071,935. The anticipated construction costs increased by approximately \$450,000, based on the actual bids received. Thus, the new authorized project budget is \$1,521,935, and the TIG is providing \$899,020 in additional Sea Turtle Restoration Type funds beyond those originally authorized to complete the Project.
5. The Alabama TIG concludes that this budget change does not require additional analysis under OPA or NEPA. First, the TIG concludes that the allocation of additional funds does not affect the TIG's selection of this Project under OPA, as there is no change in expected restoration benefits associated with the Project and the increased costs are found to remain reasonable under current conditions. Additionally, the anticipated environmental consequences of the Project remain consistent with those evaluated in the environmental review conducted for the RPII/EA and, thus, no additional NEPA analysis is required.
6. At the time this Resolution was approved, environmental compliance with federal regulations was complete for the Project. The Implementing Trustee, ADCNR, will ensure that the terms and conditions of all federal, state, and local permits will be complied with in the course of implementing the Project. All compliance documents will be posted to the Administrative Record for the Project.
7. Funds transferred from the Department of the Interior's Restoration Fund (Restoration Fund) to ADCNR as authorized by this Resolution may be used only for the activities authorized by this Resolution. All funds will be used to pay, reimburse, or otherwise cover appropriate future expenses, and, if applicable, past expenses which have been incurred since the TIG approved the RPII/EA on September 5, 2018. Any other use of funds disbursed pursuant to this Resolution is prohibited. Any non-authorized use of disbursed funds must be reported to the full TIG immediately upon discovery of unauthorized use.
8. Through this Resolution and the associated DWH Trustee Withdrawal Form, the Alabama TIG requests disbursement of funds from the Restoration Fund for the following restoration project (or tasks):

CAST Triage Restoration Project in the amount of \$450,000

Total Project Amount: \$1,521,935

Amounts Previously Authorized: \$480,500 (Resolution AL-2018-008) and \$591,435 (AL-2023-010) for a total of \$1,071,935

Description of Activity to Be Conducted: Funds will be utilized for project implementation, including but not limited to planning, implementation, project

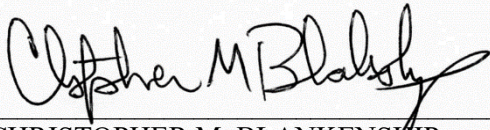
management and oversight, trustee supervision and similar activities.

Table 1. Project Budget (Portal ID 142) History

Trustee	Original Authorized Budget	Funds Withdrawn (AL-2018- 008)	Budget Increase Authorized by AL-2023- 010	Budget Increase Authorized by AL-2024- 007	Funds Authorized for Withdrawal by this Resolution	New Authorized Total Budget for PID 142
ADCNR	\$622,915	\$480,500	\$449,020	\$450,000	\$450,000	\$1,521,935

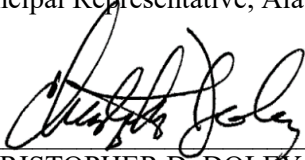
9. All Trustees agree that these funds will be withdrawn from the Alabama TIG's General Subaccount, from the Alabama TIG's Sea Turtles Restoration Type allocation, as outlined in the PDARP/PEIS.
10. It is resolved that after a thorough review of the proposed activities, the duly authorized officials for the Alabama TIG authorize the release of funds. This Resolution may be executed in counterparts.

RESTORATION IN ALABAMA TRUSTEE IMPLEMENTATION GROUP



CHRISTOPHER M. BLANKENSHIP

Principal Representative, Alabama Department of Conservation and Natural Resources



CHRISTOPHER D. DOLEY

Principal Representative, National Oceanic and Atmospheric Administration



MARY JOSIE BLANCHARD

Principal Representative, Department of the Interior



RONALD HOWARD

Alternate to Principal Representative, U.S. Department of Agriculture



MARY KAY LYNCH

Alternate to Principal Representative, U.S. Environmental Protection Agency

EFFECTIVE DATE: November 11, 2024



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: Coastal Resources

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

Background/Description: The purpose of this Amendment is to extend the Period of Performance from 12/31/2024 to 07/31/2025 to ensure the outdoor rehab enclosures are completed and gives the City time for closeout documentation.

Action Options/Recommendation:

Source of Funding (if applicable): Grant is reimbursed 100%.

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Subaward Grant Agreement Amendment ADCNR RESTORE Act Wildlife Rehabilitation Education Program Expansion
2. 2024.11.27 Subaward Grant Agreement Amendment ADCNR RESTORE Act Wildlife Center
3. Notice of Award

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT FOUR
TO THE SUBAWARD GRANT AGREEMENT WITH THE
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES FOR
THE RESTORE ACT STATE EXPENDITURE PLAN FUNDED EXPANSION OF THE
ORANGE BEACH WILDLIFE REHABILITATION AND EDUCATION PROGRAM**

FINDINGS:

1. The purpose of this agreement is for Alabama Department of Conservation and Natural Resources (ADCNR) to provide funding under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast (RESTORE) Act of 2012 to the City of Orange Beach for the interior build out of the wildlife center.
2. On June 21, 2022, City Council adopted Resolution No. 22-126 authorizing execution of a Subaward Grant Agreement with ADCNR agreeing to the provisions of the grant for the project.
3. ADCNR will disperse funds to the City to carry out the scope of the project in an amount not to exceed a total of \$1,094,450.
4. The purpose of this Amendment is to extend the Period of Performance from 12/31/2024 to 07/31/2025.
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 a grant agreement amendment in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the Alabama Department of Conservation and Natural Resources (ADCNR) 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 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT – AMENDMENT NO. 4

THIS SUBAWARD GRANT AGREEMENT, (“Agreement”) is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter “ADCNR”) and the City of Orange Beach (hereinafter “Subrecipient”). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter “Parties”) agree as follows:

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter “RESTORE Act”) to Subrecipient for implementation of the RESTORE Act Direct Component project titled “State Expenditure Plan #3: Expansion of the Orange Beach Wildlife Rehabilitation and Education Program” (hereinafter “Project”). The purpose of this project is to expand the capacity and capabilities of the current Orange Beach Wildlife Rehabilitation Program and Facility in the City of Orange Beach, Baldwin County, further described in the Federal Award GNSSP22AL0043-01-04. This Agreement between the Parties will be identified by the “ADCNR Grant Number” set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.

This Amendment No. 4 is for an existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP22AL0043-01-04, Expansion of the Orange Beach Wildlife Rehabilitation and Education Program Amendment No. 4. This amendment executes the following suite of actions:

- This amendment extends the Period of Performance from 12/31/2024 to 07/31/2025; and
 - All other terms & conditions stated in the original award and any previous amendments remain in effect.
2. **FEDERAL AWARD INFORMATION:** The Project’s Financial Assistance Award (hereinafter “Federal Award”) in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): GNSSP22AL0043
 - b. Federal Award Period of Performance: 05/13/2022 to 07/31/2025
 - c. Total Amount of Federal Funds Obligated To Subrecipient: \$1,094,450.00
 - d. Subrecipient UEI: JKREAZH2DMF6
 - e. Total Amount of Federal Award: \$1,192,255.00
 - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter “RESTORE Council”)
 - g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130
 - h. CFDA Number & Name: CFDA# 87.052 “Spill Impact Component Project Grants”
 - i. Indirect Cost Rate of Subrecipient: 0%
 3. **AGREEMENT FUNDING AMOUNT:** ADCNR’s funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of one million ninety-four thousand four hundred fifty and xx/100 dollars (\$1,094,450.00).
 4. **PROJECT PERIOD:** The period allowed for Project completion by the Subrecipient (hereinafter “Project Period”) shall commence on May 13, 2022 and end on July 31, 2025.

5. AGREEMENT TERM: The term of this Agreement shall commence when the Agreement is executed by both Parties and end on July 31, 2025 (hereinafter "Agreement Term").
6. CLOSEOUT PROCEDURES: The closeout process is final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports adhering to the schedule developed by ADCNR.
7. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, AL 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

City of Orange Beach
Attn: Tony Kennon, Mayor
4099 Orange Beach Blvd.
Orange Beach, AL 36561

Nicole Woerner
Deputy Director | Coastal Resources
City of Orange Beach
P. O. Box 458
4697 Walker Avenue
Orange Beach, AL 36561
nwoerner@orangebeachal.gov

8. BOYCOTT: In compliance with Act 2016-312, Permittee 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 the State can enjoy open trade.

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.

9. PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER

COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER
HEREOF.

10. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:

1. This Subaward Agreement;
2. The Amendment for the existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP22AL0043-01-04 and any RESTORE Council-specific Special Award Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

**STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES**

Christopher M. Blankenship, Commissioner

Date: _____

CITY OF ORANGE BEACH

Tony Kennon, Mayor

Date: _____

ATTACHMENT B - FEDERAL AWARD IDENTIFICATION – REV. JANUARY 2024

The entity identified in this agreement for project: State Expenditure Plan #3: Expansion of the Orange Beach Wildlife Rehabilitation and Education Program is a SUBRECIPIENT of a subaward, in accordance with 2 CFR 200.331. Be advised, the following information describes the Federal award and subaward:

1. Federal Award Identification under 2 CFR 200.332.	
i. Subrecipient's name (must match name associated with its UEID);	City of Orange Beach
ii. Subrecipient's unique entity identifier;	UEID # JKREAZH2DMF6
iii. Federal Award Identification Number (FAIN);	GNSSP22AL0043
iv. Federal Award Date (date of award to the recipient by the Federal agency);	11/12/2024
v. Subaward Period of Performance Start and End Date;	From 05/13/2022 through 07/31/2025
vi. Subaward Budget Period Start and End Date;	From 05/13/2022 through 07/31/2025
vii. Amount of Federal Funds Obligated in the subaward;	\$1,192,255.00
viii. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity, including the current financial obligation;	\$1,094,450.00
ix. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$1,094,450.00
x. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to expand the capacity and capabilities of the current Orange Beach Wildlife Rehabilitation Program and Facility in the City of Orange Beach, Baldwin County.
xi. Name of Federal awarding agency Name of pass-through entity, and contact information for awarding official of the pass-through entity;	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources: ADCNR CONTACT: Commissioner Chris M. Blankenship 64 N. Union Street, Room 458, Montgomery, Alabama 36130 Phone: 251.621.1216
xii. Assistance Listings Title and Number (CFDA Number and Name); the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number (CFDA number) at time of disbursement;	Assistance Listings Title and Number: CFDA # 87.052 "Spill Impact Component Project Grants" - total Federal Award issued to ADCNR, which is registered in SAM with the UEI: <u>WLNMNKHKF5T1</u> , is <u>\$1,192,255.00</u> .
xiii. Identification of whether the Federal award is for research and development; and	This is not a R&D award.
xiv. Indirect cost rate for the Federal award (including if the de minimis rate is used in accordance with §200.414	ADCNR charges all costs directly, therefore the indirect cost rate is 34.95% for the Federal award.

1. DATE ISSUED MM/DD/YYYY 11/12/2024		1a. SUPERSEDES AWARD NOTICE dated 06/11/2024 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. ASSISTANCE LISTING NUMBER 87,052 - Spill Impact Component Project Grants			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. GNSSP22AL0043-01-04 Formerly		5. TYPE OF AWARD Other	
4a. FAIN GNSSP22AL0043		5a. ACTION TYPE Post Award Amendment	
6. PROJECT PERIOD MM/DD/YYYY From 05/13/2022		Through MM/DD/YYYY 07/31/2025	
7. BUDGET PERIOD MM/DD/YYYY From 05/13/2022		Through MM/DD/YYYY 07/31/2025	
8. TITLE OF PROJECT (OR PROGRAM) State Expenditure Plan #3: Expansion of the Orange Beach Wildlife Rehabilitation and Education Program			

The Gulf Coast Ecosystem Restoration Council
RESTORE Council
Gulf Coast Ecosystem Restoration Council

500 Poydras Street
Suite 1117
New Orleans, LA 70130

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
RESTORE Act, 33 U.S.C. 1321(t)(3) and 40 CFR Part 1800 - Spill
Impact Component

9a. GRANTEE NAME AND ADDRESS ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES 64 N Union St RM 458 Montgomery, AL 36130-3020	9b. GRANTEE PROJECT DIRECTOR Amy Hunter 64 N Union St RM 458 Montgomery, AL 36130-3020 Phone: 251-621-1216
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Chris Blankenship 118 N. Royal Street Suite 603 Mobile, AL 36602 An authorized representative electronically signed the award on 11/14/2024	10b. FEDERAL PROJECT OFFICER Ms. Kathleen Baxter 500 Poydras St STE 1117 New Orleans, LA 70130-7305 Phone: 504-940-7709

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) 1,192,255.00	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods 0.00	
a. Salaries and Wages	18,275.00	c. Less Cumulative Prior Award(s) This Budget Period 1,192,255.00	
b. Fringe Benefits	7,549.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 0.00	
c. Total Personnel Costs	25,824.00	13. Total Federal Funds Awarded to Date for Project Period 1,192,255.00	
d. Equipment	0.00	14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies	0.00	YEAR	TOTAL DIRECT COSTS
f. Travel	1,196.00	a. 2	d. 5
g. Construction	0.00	b. 3	e. 6
h. Other	0.00	c. 4	f. 7
i. Contractual	1,156,595.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
j. TOTAL DIRECT COSTS	1,183,615.00	a. DEDUCTION b. ADDITIONAL COSTS c. MATCHING d. OTHER RESEARCH (Add / Deduct Option) e. OTHER (See REMARKS)	
k. INDIRECT COSTS	8,640.00	16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
I. TOTAL APPROVED BUDGET	1,192,255.00	a. The grant program legislation b. The grant program regulations c. This award notice including terms and conditions, if any, noted below under REMARKS. d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
m. Federal Share	1,192,255.00	In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	
n. Non-Federal Share	0.00		

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)
This amendment extends the Period of Performance from 12/31/2024 to 7/31/2025. The Reporting Schedule (attached) has been revised accordingly. All other terms and conditions stated in the original award and any previous amendments remain in effect.
FY22-CATB 6013: Cost Pool GCCSTAL000 CAM1: GCCGCOASTALR CAM2: GCCCHOCTAWAT CAM3: GCCPCOASTALR

AUTHORIZING OFFICIAL:
Frederick Sutter, Deputy Executive Director
500 Poydras St Ste 1117
New Orleans, LA 70130-7305
Phone: 504-444-3511

Electronically Signed 11/14/2024

17.OBJ CLASS 41.0006	18a. VENDOR CODE 929933406	18b. EIN 636000619	19a. UEI WLNMMNKHKF5T1	19b. DUNS 929933406	20. CONG. DIST. 02
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION	
21. a. SEP	b. GNSSP22AL0043	c. 6013 INFRA	d. \$0.00	e.	
22. a.	b.	c.	d.	e.	
23. a.	b.	c.	d.	e.	

AWARD ATTACHMENTS

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL
RESOURCES

GNSSP22AL0043-01-
04

1. Award Notes NCE
2. Revised Reporting Schedule NCE

AWARD NOTES

The following documents are incorporated in this award by reference:

- ☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015), available at www.restorethegulf.gov
- ☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101 (2021), AND TECHNICAL CORRECTIONS AT 86 FR 10439 (FEBRUARY 22, 2021)

This award incorporates by reference and gives effect to the most recent data available in the GrantSolutions system for the following item:

- ☒ BUDGET NARRATIVE

This award incorporates by reference and gives effect to the most recent data available in the PIPER system for the following items:

- ☒ PROJECT NARRATIVE
- ☒ OBSERVATIONAL DATA PLAN
- ☒ MILESTONES
- ☒ METRICS
- ☐ OTHER

GCERC Internal Financial Codes:

FY24 - CatB 6013 - Cost Pool-GCCSTAL000

CAM 1 - GCCGCOASTALR

CAM 2 - GCCCHOCTAWAT

CAM 3 - GCCPCOASTALR

FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
\$1,192,255.00	\$0.00	\$0.00	\$1,192,255.00	All funds are available and not restricted.

REVISED SPECIAL AWARD CONDITIONS

This amendment extends the Period of Performance to July 31, 2025. All other terms and conditions stated in the original and subsequent awards remain in effect.

SUBMISSION REQUIREMENT FOR SPECIAL AWARD CONDITIONS

The following requirements are described in detail in the Special Award Conditions section of the award. Where indicated, the recipient must submit documentation or evidence to the Council to lift any applicable restrictions. In the event of any perceived inconsistency between this list and the Special Award Conditions, the Special Award Conditions are controlling.

SPECIAL AWARD CONDITION	SUBMISSION REQUIREMENT
2. Grant Project Performance and Financial Reporting	See Reporting Schedule in Award Notes.
3. Observational Data Management and Delivery	1. ISO-compliant metadata records for all data and derived work products, which must document how each data type is available to the public. 2. Final Project Geographic Information System (GIS) files.
4. Updates to the Observational Data Plan	1. Updated Observational Data Plan (ODP) 2. Observational Data Closeout Report
6A. Reporting on Real Property Acquired or Improved	Form SF-429
7. Reporting on Equipment	SF-428
8. Inspection and As-Built Drawings	1. 10-Day Advanced Notice of Final Inspection 2. Signed Notice of Final Acceptance 3. Stamped and signed as-built drawings

REVISED REPORTING SCHEDULE		
Report Due	Reporting Period	Report Due Date
Financial and Performance Report	5/14/2022 – 6/30/2023	8/29/2023 (received)
Financial and Performance Report	7/1/2023 – 6/30/2024	8/29/2024 (received)
Financial and Performance Report	7/1/2024 – 6/30/2025	8/29/2025
Final Financial and Performance Report	7/1/2025 – 7/31/2025	11/28/2025



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a performance contract with Callie Perez for the bracelet making instruction at the Senior Center.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Performance Contract Callie Perez Senior Center
2. 2024.11.27 Performance Contract Callie Perez Senior Center

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PERFORMANCE CONTRACT WITH
CALLIE PEREZ FOR BRACELET MAKING INSTRUCTION
AT THE SENIOR CENTER**

FINDINGS:

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

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

1. That the Mayor is hereby authorized to execute the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Callie Perez 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 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

PERFORMANCE CONTRACT

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

1. Recitals:

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

2. Contractor’s Obligations:

- a. Contractor shall offer quarterly how to make bracelet classes at the Orange Beach Senior/Adult Activity Center.
- b. Contractor shall provide, quarterly bracelet making instruction for the older adult population at the Orange Beach Senior/Adult Activity for City of Orange Beach.
- c. Contractor must have an Orange Beach Business License.
- d. Contractor will schedule classes with the Orange Beach Senior/Adult Activity Center prior to the lessons.

3. City’s Obligations:

- a. City agrees to make available during normal operational hours a room within the Senior/Adult Activity Center for the Contractor to provide classes.

4. Compensation:

Contractor will be paid \$50.00 per class for services provided under this Agreement.

5. Term:

The term of this agreement shall begin on January 21, 2025, and end on January 20, 2026, unless terminated earlier in accordance with paragraph 10. This agreement may be renewed annually by resolution adopted by the City Council.

6. Independent Contractor:

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

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 such consent shall be granted or denied solely at City's discretion.

8. Insurance:

- a. Contractor shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor under this Agreement, including the following, at a minimum:
 - i. Worker's compensation insurance as required by law; and
 - ii. Commercial general liability insurance with minimum coverage limits of \$100,000 per person and \$300,000 per occurrence, naming the City of Orange Beach and the City's officers, employees, and consultants as additional insured. The policy shall be with a carrier and in a form acceptable to the City at the City's sole discretion.
- b. Any insurance carried by the City, its officers, or its employees or contractors is excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.
- c. Contractor shall provide to the City a Certificate of Insurance as evidence that required policies are in full force and effect.

9. Indemnity:

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

10. 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.

11. Termination:

This agreement may be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate.

12. 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.

13. Modifications:

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

14. 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.

15. Laws 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.

16. Permits, Licensing, etc:

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

17. Confidentiality:

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

18. Notices:

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

City of Orange Beach:

City Clerk
Post Office Box 458
Orange Beach, Alabama 36561

With Required Copy to:

City Attorney
Post Office Box 458
Orange Beach, Alabama 36561

And to Contractor:

Callie Perez
26676 Canal Road, Unit G55
Orange Beach, AL 36561

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

CITY OF ORANGE BEACH,
An Alabama Municipal Corporation

By: _____
Mayor Anthony T. Kennon

ATTEST:

Renee Eberly, City Clerk

CONTRACTOR:

Callie Perez

By: _____
Callie Perez

STATE OF ALABAMA
COUNTY OF BALDWIN

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

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

(SEAL)

Notary Public
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Callie Perez is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the above and foregoing, she, as such owner and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

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

(SEAL)

Notary Public
My Commission Expires: _____



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of Cardiac Monitors/Defibrillators for the Fire Department through the NPPGov purchasing cooperative from ZOLL Medical Corporation in the amount of \$652,164.56.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Purchase Defibrillators Fire NPPGov
2. 2024.11.25 Quote - Fire - Zoll Defibrillators

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
CARDIAC MONITORS/DEFIBRILLATORS FOR THE FIRE DEPARTMENT
THROUGH THE NPPGOV PURCHASING COOPERATIVE
FROM ZOLL MEDICAL CORPORATION
IN THE AMOUNT OF \$652,164.56**

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 Cardiac Monitors/Defibrillators for the Fire Department through the NPPGov purchasing cooperative, approved by the State of Alabama and the Public Examiners Office, in an amount not to exceed \$652,164.56;
2. That the Mayor is hereby authorized to approve payment to ZOLL Medical Corporation in the amount of \$652,164.56 for Twelve (12) X Series Advanced Monitors/Defibrillators with accessories and service plans, per Quote No. Q-82245 dated November 25, 2025;
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 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Quote No: Q-82245 Version: 5

Orange Beach Fire & Rescue
25855 John Snook Drive
Orange Beach, AL 36561

ZOLL Customer No: 321979

Bruce Nelson
(251) 981-6166

Quote No: Q-82245
Version: 5

Issued Date: November 25, 2024

Expiration Date: March 31, 2025

Terms: NET 30 DAYS

FOB: Destination
Freight: Free Freight

Prepared by: Michael Saner
EMS Territory Manager
msaner@zoll.com
+1 4026167977

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	1501418	601-2431212-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, Temp, NIBP, Audio, CPR Expansion Pack, Remote View Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty. Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately • Two Temperature monitoring channels with digital displays. Temperature probes sold separately •	12	\$58,461.00	\$47,938.02	\$575,256.24

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Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Orange Beach Fire & Rescue
Quote No: Q-82245 Version: 5

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
2		8000-0674	Disposable Temperature Sensor Adapter Cable	12	\$83.00	\$83.00	\$996.00
3	1501418	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	12	\$195.00	\$159.90	\$1,918.80
4	1501418	REUSE-09-2MQ	Welch Allyn REUSE-09-2MQ Cuff, Child, 2-Tube, Twist Lock connector	12	\$66.00	\$54.12	\$649.44
5	1501418	REUSE-08-2MQ	Welch Allyn REUSE-08-2MQ Cuff, Small Child, 2-Tube, Twist Lock connector	12	\$66.00	\$54.12	\$649.44
6	1501418	8000-000151	RD Rainbow SET MD20-04 EMS Patient Cable, 4ft	12	\$313.00	\$256.66	\$3,079.92
7	1501418	8000-000862	LNCS-II Rainbow DCI 8A SpCO Adult Sensor, 3ft	12	\$1,129.00	\$925.78	\$11,109.36
8	1501418	8000-0580-01	Six Hour Rechargeable, SurePower II Smart Battery	24	\$1,001.00	\$820.82	\$19,699.68
9	1501418	8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries	12	\$1,264.00	\$1,036.48	\$12,437.76
10	1501418	8707-000502-01	X Series Accessory Carry Case - Printer Chute with Single Zipper	12	\$663.00	\$0.00	\$0.00

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Email: esales@zoll.com

Orange Beach Fire & Rescue
Quote No: Q-82245 Version: 5

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
11		8778-89004-WF	Professional Defibrillators/Monitors - Worry-Free Service Plan - 4 Years At Time of Sale Includes: Annual preventive maintenance, 27% discount on new cables, 27% discount on additional SurePower II Batteries, discount on parameter upgrades, SurePower II Battery replacement upon failure, and accidental damage coverage (see comments). Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. • ACCIDENTAL DAMAGE COVERAGE: Includes one device outer housing replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage. Cosmetic damage that does not affect the integrity of the device would not require outer housing replacement. • BATTERY REPLACEMENT PROGRAM: Batteries must be maintained per ZOLL recommended maintenance program - Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare Service contract, should the SurePower II battery or SurePower Charger display a fault - Batteries must be evaluated and confirmed of failure through ZOLL Technical Support and/or an on-site field service technician. - Up to three batteries per device will be covered for batteries acquired from ZOLL in last 24 months for batteries that fail during the Worry-Free service contract period. (When Service Contract purchased post-sale) - For batteries acquired from ZOLL over 24 months ago, one battery per device will be covered for batteries that fail during the Worry-Free service contract period. (When Service Contract purchased post-sale)	12	\$7,710.00	\$6,939.00	\$83,268.00
12		8400-110045	CaseReview Premium Subscription, X Series, 5 Year- Hosted Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	12	\$2,540.00	\$2,540.00	\$30,480.00
13	1501418	8000-002005-01	Cable Sleeve, Propaq / X Series, ZOLL Blue	12	\$63.00	\$51.66	\$619.92
14		7800-0414-61	LP 15 12-Lead Version 4 Trade In Allowance See Trade Unit Considerations.	11		(\$8,000.00)	(\$88,000.00)

Subtotal: \$652,164.56

Total: \$652,164.56

**ZOLL Medical Corporation**

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Email: esales@zoll.com

Orange Beach Fire & Rescue
Quote No: Q-82245 Version: 5

Contract Reference	Description
1501418	Reflects CHM GPO NPP 2020 - Contract No. PS20200 (EXT2) contract Pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in NPP Contract No. PS20200 shall apply to the customer's purchase of the products set forth on this quote.

Trade Unit Considerations

Trade-In values valid through March 31, 2025 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

Additional Language

On-site training and monitor configuration (including 12 lead transmission) included at no extra charge as part of the above quote.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/about-zoll/invoice-terms-and-conditions>, for software products can be found at <https://www.zoll.com/en/about-zoll/legal>, and for ExpertCare Service Plans can be found at <https://www.zoll.com/en/about-zoll/compliance>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on March 31, 2025. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.

**ZOLL Medical Corporation**

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Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Orange Beach Fire & Rescue
Quote No: Q-82245 Version: 5

Order Information (to be completed by the customer)

☐ Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

☐ Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

☐ Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

☐ No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Orange Beach Fire & Rescue

Authorized Signature:

Name: _____
Title: _____
Date: _____



Orange Beach Fire & Rescue
Quote No: Q-82245 Version: 5

269 Mill Road
Chelmsford, Massachusetts 01824-4105
978-421-9655 (main)
978-421-0025 (fax)
www.zoll.com

ALS/BLS Software Solutions Master Software, SaaS and Services Agreement and Addenda Acknowledgement Form

The terms and conditions applicable to ZOLL Medical Corporation's Software Solutions products can be found at <https://www.zoll.com/en/about-zoll/legal>. By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

Customer

Signature:

Name: _____

Title: _____

Company: _____

Company Address: _____

Date: _____



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of retainer agreements for outside counsel for the City of Orange Beach for 2025.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Retainer Agreements Attorneys 2025
2. 2024.12.17 Letter of Engagement - Attorney Woodall
3. 2024.12.19 Letter of Appointment - Attorney Davis
4. 2024.12.17 Letter of Engagement - Attorney Canupp

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF RETAINER AGREEMENTS
FOR OUTSIDE COUNSEL FOR THE CITY OF ORANGE BEACH FOR 2025**

FINDINGS:

1. Chapter 2, Section 83 of the *Code of Ordinances for the City of Orange Beach* authorizes the City Attorney, with consent of the Mayor to appoint such other attorneys as are needed to carry on the legal business of the City with retainer agreements approved by the Council.
2. The City Attorney has recommended that:
 - a. Attorney Spencer E. Davis, Jr., be appointed as the City Prosecutor for Municipal Court; and
 - b. Attorney Paul Woodall of the Jones Walker law firm in Birmingham be appointed to represent the City concerning real estate transactions, public finance, economic incentives, and other specialized legal services as may be directed by the City Attorney; and
 - c. Attorney David Canupp of Lanier Ford Shaver & Payne, P.C. law firm in Huntsville, Alabama be appointed to represent the City concerning issues related to the City sign ordinance, employment law, and other specialized legal services as may be directed by the City Attorney.
3. The City Attorney has reviewed the attached retainer agreements and recommends approval of same.
4. The term of these agreements shall be for twelve (12) months commencing January 1, 2025, and ending December 31, 2025.
5. After reviewing the attached retainer contracts, 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 attached retainer agreements in substantially the form and of substantially the content now before the Council as an act for and on behalf of the City of Orange Beach, Alabama subject to final approval by the City Attorney; and
2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

November 26, 2024

VIA EMAIL

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

Re: 2025 Engagement Letter

Dear Jamie:

I am pleased that you have selected our firm to act as counsel for the City of Orange Beach in performing legal services for the 2025 calendar year, primarily in the areas of real estate, public finance, economic incentives and other matters. This letter will describe the terms under which our firm will provide representation and advice with respect to such matters, as well as any other matters that you may ask us to work on.

Our fees for legal services are based upon the amount of time expended on your matter and the guideline hourly billing rates for the attorneys and legal assistants involved. All of our professionals are assigned hourly rates that are a function of their seniority and experience. These hourly rates are revised from time to time, but normally not more often than annually. My present hourly rate on this matter will be \$395 for the 2025 calendar year, which is a discounted rate from my "preferred rate".

I will be the attorney in our firm with the overall responsibility for the supervision of the services rendered. You can anticipate, from time to time, that some of the work may be delegated to other attorneys or legal assistance in our office who have special expertise or who may be able to perform your work more efficiently or economically.

We may advance or incur certain costs and expenses that will be charged to you. Such charges might include filing fees, long distance telephone charges, photocopying, electronic legal research, travel expenses and certain other out-of-pocket expenses. When the amounts involved are large, we may forward the invoice to you for direct payment. Otherwise, we will advance the expenses on your behalf and include the expenses on the next monthly statement.

If you have any questions about the terms of our engagement or the billing arrangements set forth above, please let me know. Otherwise, please sign and date this letter and return it to me by e-mail or regular mail. You should retain a copy of this letter for your records as well. Please feel free to bring to my attention any questions that you may have about a statement or the services performed. Thank you for your confidence you have expressed in our firm, and I look forward to continuing to work with you.

Sincerely,

Paul Woodall

Paul O. Woodall, Jr.

POWjr/ds

Agreed to and accepted this _____ day of December 2024.

CITY OF ORANGE BEACH

By: _____
Print Name: _____
Its: _____



December 19, 2024

Spencer E. Davis, Jr., Esq.
Spencer E. Davis, LLC
109 N.W. First Street
Summerdale, Alabama 36580

RE: APPOINTMENT AS ATTORNEY

Dear Spencer:

Pursuant to Chapter 2 of the *Code of Ordinances* for the City of Orange Beach, and as approved by Resolution No. 24-xxx of the City Council for the City of Orange Beach, adopted December 17, 2024, you are hereby appointed as the City Prosecutor for the Municipal Court.

Your appointment shall be effective January 1, 2025, through December 31, 2025. As compensation for your services, you shall be paid, in advance, a base monthly fee of \$4,600 per month, plus any actual out-of-pocket expenses. Additionally, you will be paid on an actual time spent basis at the rate of \$150.00 per hour for appeals to the Court of Criminal Appeals or the Supreme Court of Alabama, for any federal habeas petitions, for litigation that arises from personnel investigations, and for any other general legal work that is assigned. Mileage shall be reimbursed in accordance with City policy.

If you are in agreement with these terms, please sign below and return to my office.

Sincerely,

Tony Kennon
Mayor

Accepted: _____
Spencer E. Davis, Jr., Attorney

Date: _____



LANIER FORD SHAVER & PAYNE P.C.
Attorneys at Law
2101 West Clinton Avenue, Suite 102 / 35805
Mailing Address:
Post Office Box 2087 · Huntsville, Alabama 35804

256-535-1100 Office
256-533-9322 Fax
www.LanierFord.com

David J. Canupp
djc@lanierford.com

November 14, 2024

Via Email Only
[\[jlogan@orangebeachal.gov\]](mailto:jlogan@orangebeachal.gov)

Jamie Logan, City Attorney
City of Orange Beach
P. O. Box 458 | 4099 Orange Beach Blvd.
Orange Beach, AL 36561

RE: Engagement for Performance of Professional Services

Dear Jamie:

This letter, and the attached terms and conditions, will confirm your engagement of this firm's services for the purpose of providing general legal advice and services related to general employment matters. Our services will be billed on an hourly basis. My hourly rate, and that of other shareholders in our firm, is \$315.00 per hour. The hourly rate for associate attorney work is \$285.00 and the rate for paralegal work is \$125.00 per hour.

Additional terms and conditions of this representation are set out in more detail in the enclosed Terms and Conditions document. If you find the terms of this representation satisfactory, please respond by either signing the consent section at page two of this letter and returning it to me, or sending me an e-mail indicating that you accept the terms provided herein. Such an acknowledgment and acceptance of the terms will provide me with the written consent from you that allows me to proceed with the representation.

I greatly appreciate the opportunity to assist you with your legal matters. If you have any questions or concerns whatsoever, please do not hesitate to give me a call.

Yours very truly,

LANIER FORD SHAVER & PAYNE P.C.

David J. Canupp

DJC/kc

November 14, 2024
Page 2

I hereby accept the terms and conditions of representation as outlined in the engagement letter provided to me and the appended Terms and Conditions document, and I authorize Lanier Ford Shaver & Payne, P.C. to commence the contemplated services.

Signature

EXHIBIT "A"

LANIER FORD SHAVER & PAYNE P.C. **GENERAL TERMS AND CONDITIONS OF ENGAGEMENT**

The following outlines the general terms and conditions of Lanier Ford Shaver & Payne P.C.'s (the "Firm") engagement and representation of a client (the "Client"):

1. **Fees:** The time for which a Client will be charged is based on one-tenth hour (6 minute) increments, and will include, but will not necessarily be limited to, telephone and office conferences with the Client, the Client agents, employees and representatives, witnesses, other counsel, consultants, government personnel and others; conferences among Firm personnel; factual investigation; legal research; drafting and review of letters, memoranda, email, other forms of correspondence with appropriate parties or representation related to the matter, pleadings, briefs, contracts, conveyances, documents, instruments and other writings; reviewing files in preparation for proceedings or meetings; responding to the Client's requests to provide information to their auditors; responding to the Client's requests to provide other information, such as non-standard billing information or information required by the Client's procurement practices, third parties or parent organizations; travel time that would otherwise be available for productive work, but which cannot be so devoted because of the circumstances of travel; waiting time in court or in connection with administrative proceedings; and time in propounding or responding to interrogatories, preparing for and participating in depositions or other forms of discovery.
2. **Expenses:** In addition to fees for the Firm's legal services rendered, the Firm's bills will include allocable charges for actually incurred costs and expenses incurred in performing the Firm's legal services, such as photocopying, mail, messenger and delivery services, computerized research, travel (including mileage, parking, air or rail fare, lodging, meals, taxi or car rental), telephone, facsimile or data transmission, secretarial and support staff overtime (when necessitated by the Client's work), court costs and filing fees. Unless other arrangements are made, certain larger expenses (such as recordation fees and taxes, expert witnesses' fees, filing fees, and court reporters' charges) will be billed directly to the Client and will not be the Firm's responsibility. The Firm reserves the right to charge the Client for any bank fees associated with accepting credit or debit cards as a form of payment for fees, expenses, retainers or other such amounts collected from the Client.
3. **Estimates:** Although the Firm may from time to time respond to the Client's request for an estimate of the fees and/or expenses that will be involved in the engagement or a portion thereof, these estimates are inherently inexact and are subject to unforeseen contingencies and changed circumstances, and the Firm cannot be bound by such estimates except to the extent expressly set forth in writing.
4. **Bills:** The firm's policy is to render bills monthly. Statements generally will be

prepared and mailed to the Client during the month following the month in which services are rendered. The Client will pay statements within 30 days of receipt of the same. The Firm reserves the right to seek court approval to withdraw representation if billed amounts are not paid when due.

5. Cooperation: The Firm will provide legal counsel to the Client in accordance with the letter to which these terms and conditions are attached and in reliance upon information and guidance provided by the Client. To enable the Firm to represent the Client effectively, the Client agrees to cooperate fully with the Firm in all matters relating to the Client's case, and to fully and accurately disclose all facts and documents that may be relevant to the matter or that the Firm may otherwise request. The Client agrees to make an appropriate Client representative reasonably available to communicate with the Firm as needed, attend conferences, closings, meetings, hearings, discovery proceedings and other proceedings as may be necessary. It is understood that the Client is not relying on the Firm for business, investment, or accounting decisions, or to investigate the character or credit of persons with whom the Client may be dealing unless otherwise specified in the letter confirming this engagement.

6. Termination: The Client has the right at any time to terminate the Firm's services and representation upon written notice to the Firm. Such termination shall not, however, relieve the Client of the obligation to pay for all services already rendered, including work in progress at the time of termination, and to pay for all expenses incurred or committed to on behalf of the Client through the date of termination.

7. Withdrawal: The Firm reserves the right to seek court approval to withdraw the Firm from representation of the Client upon written notice to the Client if, among other things, the Client fails to honor the terms of the engagement letter, the Client fails to cooperate or follow the Firm's advice on a material matter, or any fact or circumstance would render the Firm's continued relationship unlawful or unethical or would otherwise authorize such termination. If the Firm elects to withdraw, the Client agrees that the Client will take all steps necessary to free the Firm of any obligation to perform further, including the execution of any documents necessary to perfect the Firm's withdrawal, and the Firm will be entitled to be paid for all services rendered and costs or expenses incurred on behalf of the Client through the date of withdrawal. Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless the Firm and the Client have expressly agreed in writing to a continuation with respect to other matters.

8. Conflicts: The Firm has represented, and continues to represent, many different corporate and individual clients with various business interests in numerous industries. It is possible that, during the time the Firm is representing the Client's interests in the current matter for which the Firm has been engaged, the Client may become involved in transactions or disputes in which the Client's interests are adverse to those of one of the Firm's present or future clients. If such a conflict arises between the Client's interests and those of another

present or future Firm client, the Firm will apprise the Client of that fact and seek resolution including, but not limited to, withdrawal. However, the Firm reserves the right to continue to represent the Client and such other present or future Firm client separately in substantially unrelated matters, provided such representation does not and will not adversely affect the Firm's attorney-client relationship with either the Client or such other present or future Firm client. For this continued representation, the Firm will seek written approval from the client.

9. Communications: Unless otherwise directed by the Client in writing to the Firm, the Firm will communicate with the Client by telephone, written correspondence delivered by United States First Class mail and/or nationally recognized overnight delivery service, internet electronic mail and/or facsimile transmissions as the Firm deems appropriate. The Client acknowledges and understands that internet electronic mail is not secure and that the Client should avoid sending confidential or sensitive internet electronic mail correspondence unless the same are adequately encrypted. The Firm does have encryption capabilities and other technology services for transmitting confidential or sensitive material that may be used at the direction of the responsible attorney.

10. Consent: The Client's agreement to the engagement of the Firm as evidenced by the Client's signing of the foregoing engagement letter constitutes the client's acceptance of the foregoing terms and conditions.

11. File Retention: During the time that we represent you, we will create a file containing documents and other materials related to your matter. We will hold all of these materials for you during the time that your case is going on. When your case is over, we will notify you that it is time to pick up the contents of your file. It is your responsibility to make sure that you get your file if you want it. We encourage you to pick your file up when we notify you that it is ready, and to keep it for a reasonable period of time after your matter is over. After we send you the notice that your file is ready for pickup, we will keep it in our offices for sixty (60) days to give you the opportunity to pick it up at your convenience. If you decline the file, or fail to pick it up within sixty (60) days, we will place the file in storage for an appropriate length of time based on this agreement, the file materials category, the retention period based on matter type, and the Firm's retention policies. At the end of the retention period your file, if you have not claimed it, will be destroyed in accordance with our file destruction policies. You will not receive any notice that the retention period has run or that the file has been destroyed.



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a right-of-way franchise agreement with Brightspeed of Southern Alabama, LLC.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Franchise Agreement Brightspeed
2. 2024.11.27 Franchise Agreement Brightspeed

RESOLUTION NO. 24-xxx
**A RESOLUTION AUTHORIZING THE EXECUTION OF A
RIGHT-OF-WAY FRANCHISE AGREEMENT
WITH BRIGHTSPEED OF SOUTHERN ALABAMA, LLC**

FINDINGS:

1. Brightspeed of Southern Alabama, LLC has made an application for a non-exclusive franchise for the use of city right-of-ways to construct, maintain, and operate communication facilities for customers within the City of Orange Beach.
2. The City of Orange Beach is willing to grant a non-exclusive franchise on the terms and conditions set out in the Franchise Agreement (attached Exhibit A).

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

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the attached Franchise Agreement by and between the City of Orange Beach and Brightspeed of Southern Alabama, LLC, subject to final review by the City Attorney; and
2. Brightspeed of Southern Alabama, LLC, within 30 days, shall file its acceptance of the terms of the agreement on the form attached.

ADOPTED THIS THE 17TH DAY OF DECEMBER, 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 24-xxx, which was duly and legally adopted at a regular meeting of the City Council on December 17, 2024.

City Clerk

FRANCHISE AGREEMENT BETWEEN THE CITY OF ORANGE BEACH, ALABAMA
AND BRIGHTSPEED OF SOUTHERN ALABAMA, LLC, PURSUANT TO
CHAPTER 66, ARTICLE IV OF THE CODE OF ORDINANCES OF
THE CITY OF ORANGE BEACH, ALABAMA

Section 1. *Incorporation of Article IV.* The provisions of Chapter 66, Article IV of the Code of Ordinances, City of Orange Beach, Alabama, as such may be amended from time to time (hereinafter referred to as "Article IV") are incorporated herein by reference as if fully set out herein, including, but not limited to, the definitions set forth therein.

Section 2. *Grantee.* Brightspeed of Southern Alabama, LLC as a provider of services, who, along with its lawful successor(s), transferee(s), or assignee(s), shall hereinafter be referred to as "Grantee", has made application for a franchise pursuant to and in accordance with Article IV.

Section 3. *Grant.* The City of Orange Beach, Alabama (hereinafter "City"), where the City has the right and authority to do so, hereby grants to the Grantee a non-exclusive franchise to construction, maintain, and operate communication facilities in the rights-of-way in accordance with and subject to the provisions of Article IV, applicable law, and any mutually acceptable additional terms, as may be set forth in this Franchise Agreement or any attachments thereto. Approval of installation of facilities at specific locations or on specific support structures will be administered through the permitting process set forth in Division 3 of Article IV.

Section 4. *Certifications.* Grantee hereby certifies as follows:

- (a) Grantee is a North Carolina limited liability company licensed to do business in Alabama, duly organized, validly existing, and in good standing under the laws of the State of Alabama, is qualified to do business under the laws of the State of Alabama, and has the power and authority to own its properties, to carry on its business as now being conducted and as proposed in its franchise application, to execute and deliver the acceptance of this Franchise, to carry out the transactions contemplated hereby, and to perform and carry out all obligations on its part to be performed under and pursuant to this Franchise.
- (b) Grantee, as of the date of the grant of this Franchise, has adequate financial resources to install its utility facilities in accordance with the provisions of Chapter 66, Article IV, of the City Code, and knows of no technical or legal impediment which would prevent it from performing as contemplated in said Article.
- (c) Grantee is not prohibited by any agreement or applicable law from executing and accepting this Franchise.
- (d) The person executing the written Acceptance of this Franchise has full authority to act on behalf of Grantee and to accept and agree to this Franchise.
- (e) All corporate actions and consents required on Grantee's part to execute and deliver the acceptance of this Franchise have been completed.

The foregoing certifications are material to the grant of this Franchise. A breach of any of the certifications in subsections (a) through (d) above shall constitute a non-curable default under this Franchise and shall entitle the City to immediately revoke the Franchise for cause. A breach of

the certification contained in subsection (e) shall constitute a curable default under this Franchise, wherein following written notice, Grantee will have reasonable time to cure such default.

Section 5. *Nonexclusive.* Grantee's use of the rights-of-way pursuant to Article IV and this Franchise shall be nonexclusive. The City specifically reserves the right to grant, at any time and from time to time, such additional franchises, licenses, use agreements or other rights to use the rights-of-way for any purpose as determined by the City, and to any other person, including itself, as it deems appropriate, subject to applicable law.

Section 6. *No title.* The grant of this Franchise shall not convey title, equitable or legal, in the rights-of-way, and the rights granted by this Franchise do not excuse the Grantee from obtaining appropriate access or attachment agreements before locating its facilities on another person's poles or support structures in the rights-of-way.

Section 7. *Term of Franchise.* Subject to termination or revocation, this Franchise shall be valid for a period of five (5) years commencing on the date of adoption of this resolution (hereinafter referred to as "Effective Date"). Upon Grantee's written certification to the public works director within 30 days of the expiration of the Franchise that Grantee remains in compliance with the provisions of Article IV, including this Franchise and each outstanding permit, then the Franchise will be automatically extended for an additional five (5) year term without further action required by the City.

Section 8. *Franchise Fees.*

- (a) *Fees.* Beginning one year from the effective date of this agreement, Grantee must pay to the City a quarterly franchise fee in an amount equal to three percent (3%) of its gross revenues derived from providing service in the City for the preceding three (3) months. Fees shall be payable for each quarter ending on March 31, June 30, September 31 and December 31 of each year during the term of this agreement.
- (b) *Payment.* Each payment shall be accompanied by a statement showing the gross revenues by category and the manner in which the fee was calculated. Grantee shall specifically describe what revenues were included and excluded in calculating the franchise fee, and any adjustment made to gross revenues. The statement and fee payments shall be personally delivered or mailed to the City on or before the 15th of the month following the close of the preceding quarter to City of Orange Beach Finance Department, PO Box 1159, Orange Beach, AL, 36561.
- (c) *Penalties and Interest.* All franchise fees not paid within 30 days from the date they fall due shall be increased by five percent (5%) for the first 30 days they shall be delinquent, or fraction thereof, and shall be increased by an additional five percent (5%) for a delinquency of 60 or more days, but this provision shall not be deemed to authorize the delay of 30 days in the payment of the fees due, which may be enforced at once. If the Grantee fails to timely pay any amounts due and owing according to the terms of this Section 8, then Grantee shall pay interest on the unpaid balance from the date of the due date to the City.
- (d) *No Accord and Satisfaction.* No acceptance by the City of any fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any fee payment be construed as a release of any claim of the City.

Section 9. *Enforcement; Attorneys' Fees.* The City shall be entitled to enforce this agreement through all remedies lawfully available, and Grantee shall pay the City its costs of enforcement, including reasonable attorneys' fees in the event that Grantee is determined judicially to have violated the provisions of this agreement.

Section 10. *Insurance, security and indemnification.* The Grantee understands, and, by its written Acceptance of this Franchise, hereby agrees to be bound by and comply with the provisions of Article IV applicable to insurance, security, and indemnification.

Section 11. *Inducements not offered.* The Grantee, by its written Acceptance of this Franchise, acknowledges that it has not been induced to accept this Franchise by an understanding or promise or other statement, whether verbal or written, by or on behalf of the City concerning any term or condition of said Franchise that is not included in this Franchise or in Article IV.

Section 12. *Grantee accepts terms of Franchise.* The Grantee, by its written Acceptance of this Franchise, acknowledges that it has thoroughly examined and is familiar with the terms and conditions of this Franchise and Article IV, and agrees to be bound by them.

Section 13. *Administration and enforcement.* Administration and enforcement of this Franchise shall be in accordance with Article IV.

Section 14. *Notice.* All notices or demands pursuant to this Franchise or Article IV shall be in writing and be deemed given if personally delivered or mailed, certified mail, return receipt requested to the following addresses:

If to the City, to: Public Works Director
City of Orange Beach
7394 Roscoe Road
Orange Beach, Alabama 36561

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

If to Grantee to: Manager, Construction and Engineering
23 Brant Lane
Weaverville, NC 28787

All notices or demands shall be deemed effective, if personally delivered, upon delivery, and if mailed, certified mail, return receipt requested, three (3) days after mailing. The City or Grantee may from time to time designate in writing any other address for this purpose to the other party; provided, however, in no event will either the City or the Grantee be required at any time to send any notices or demands to more than two (2) designated addresses, even in the event that this Franchise is transferred or assigned in whole or part. Nothing herein shall prevent the parties from effecting personal delivery via e-mail.

Section 15. *Captions.* The captions to sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

Section 16. Severability. The severability provisions of Ch. 1 of the City Code are rules of construction specifically included herein by reference as if fully set forth.

Section 17. Governing law. This Franchise granted and every question arising hereunder shall be construed or determined according to the laws of the State of Alabama and applicable federal law.

Section 18. When ordinance effective. This Franchise shall become effective upon its adoption.

ACCEPTED AND AGREED TO BY the undersigned Grantee on this the ____ day of _____, 2024.

GRANTEE:

BRIGHTSPEED OF SOUTHERN ALABAMA, LLC

By: _____

Its: _____



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a medical services agreement with Southern Rapid Healthcare, Inc.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Medical Services Agreement Southern Rapid Healthcare
2. 2024.11.27 Medical Services Agreement Southern Rapid Healthcare

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
MEDICAL SERVICES AGREEMENT WITH
SOUTHERN RAPID HEALTHCARE, INC.**

FINDINGS:

1. The City of Orange Beach and Southern Rapid Healthcare, Inc., have reached an Agreement (attached Exhibit A) whereby Southern Rapid Healthcare, Inc., will provide healthcare plan services established by the City for its employees, covered spouses, and dependents enrolled in the city's health plan.
2. After having reviewed said Agreement, the City Council has determined the terms are in the best interests 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 and City Clerk are hereby authorized 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 Southern Rapid Healthcare, 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 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

MEDICAL SERVICES AGREEMENT

This Agreement is by and between the City of Orange Beach, an Alabama Class 8 municipality (“City” or “Orange Beach”) and Southern Rapid Healthcare, Inc. (“SRH”):

Article I – Recitals.

Orange Beach has established a health care plan (the “Plan”) for certain of its employees, their spouses and dependents (the “Qualified Participants”), and wishes to engage SRH under this Agreement to provide Medical Services as described herein. Orange Beach designates its Human Resources Director as the person responsible for the administration of this Agreement.

SRH is a health services provider qualified to provide the services set forth in this Agreement. Nurse Practitioners Shelia Stephens, Julie Murphy and Elizabeth Michon, are the officers responsible for the administration of this Agreement and each are authorized to execute the Agreement on behalf of SRH.

Article II – Services, Facility, Equipment and Insurance.

1. **Services.** Upon execution and the delivery of this Agreement, SRH shall provide a medical clinic for the use and benefit of the Qualified Participants. SRH shall provide at its sole expense, a staff of medical professionals (collectively, the “Medical Staff”) on site, consisting of not less than three nurse practitioners, and sufficient support staff to render general medical services. A Physician shall be available for consultation with nurse practitioners and available for in person patient appointments at least one day per week. Any change in Physician or Practitioners shall be immediately reported to the City.
 - (a) **Scheduling of Services.** Services will be available at SRH on a schedule that accommodates the City’s work calendar, with hours of operation from 8:00 a.m. until 6:00 p.m. Monday through Friday and 8:00 a.m. until 2:00 p.m. Saturday, subject to mutually approved adjustments to maximize utilization as agreed upon by written modification to this agreement. Scheduling will be made by appointment and walk-ins will be accommodated. Appointments will be made using twenty-minute time slots.
 - (b) **Onsite Medication Dispensing.** Based upon the utilization of medications derived from an analysis of the City’s claims data and the City’s formulary, SRH will provide pre-packaged medications to be dispensed from SRH to the City’s employees based upon the Medical Staff’s orders for prescription medications. SRH shall also provide vaccination and immunization.
 - (c) **Laboratory Testing.** Lab tests ordered by the Medical Staff shall be performed by Labcorp or sent to another qualified laboratory, who will act as sub-contractor to SRH. The Medical Staff at SRH will perform the collection of testing samples prior to sending such samples to an offsite, qualified laboratory. Once the testing is complete, reports will be made available to the patients for their own use and/or made available through referral to other Physicians determined by the patients. The Medical Staff will provide any explanation of the results as desired by the patients and/or as deemed necessary by the Medical Staff immediately upon receipt thereof.
 - (d) **Physical Facility.** Unless otherwise allowed by written amendment to this contract, all services will be provided at SRH’s medical facility in Orange Beach located at 4223 Orange Beach Boulevard, at SRH’s sole expense.
 - (e) **Equipment and Supplies.** SRH will be responsible for all equipment and supplies used for the services.
2. **Standards of Medical Staff Performance.**
 - (a) The Medical Staff shall perform the services according to the accepted standard of medical care prevailing in the local medical community at the time of treatment.

- (b) The Physician shall be available for in person patient appointments, supervise and direct the Practitioners to the extent required by law, and the Practitioners shall supervise and direct other members of the Medical Staff, including nurses, medical assistants and administrative staff.
- (c) The Physician shall comply with all applicable laws and regulations with respect to the licensing and the regulation of Physicians, the privacy of patients, any other rights of patients or the practice of medicine, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as applicable, and any other laws relating to employment matters or environmental safety.
- (d) The Practitioners and staff, under the guidance of the Physician shall provide medical services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with the accepted standard of medical care prevailing in the medical community including but not limited to patient confidentiality and HIPAA.
- (e) The Physician and Practitioners shall maintain, during the term of this Agreement, appropriate credentials including:
 - (1) A duly issued and active license to practice medicine and prescribe and dispense medications in the State of Alabama;
 - (2) A good standing with his or her profession and state professional association;
 - (3) The absence of any license restriction, revocation, or suspension;
 - (4) The absence of any involuntary restriction placed on his or her federal DEA registration; and
 - (5) A duly issued and active registration for the Physician for the oversight of the Practitioners as necessary.

SRH shall provide current copies of all active required credentials to the City within 14 days of execution of this agreement and continuing upon the expiration and renewal of any credentials.

- (f) Practitioners or staff shall return all phone calls no later than the first business day following receipt of the call. All prescription refills shall be completed within 7 days of request from patient. In the event either of the timelines herein are not met, a written explanation shall be documented and presented to the City upon request.
- (g) SRH shall require any Physician or Practitioners to remove and promptly replace any member of the Medical Staff who has his or her professional license restricted, revoked, or suspended; has committed or is charged with the commission of a felony; is no longer in good standing with his or her professional or state licensing authority; or is denied or loses professional liability insurance coverage.
- (h) SRH further agrees to immediately notify the City in writing if any Physician, Practitioner or other Medical Staff becomes subject to any litigation, investigation or regulatory proceeding with regard to medical malpractice or any other medical regulatory issues including Medicare/Medicaid reimbursement, fraud or abuse. Failure to comply with this section shall constitute breach of this agreement and shall be grounds for termination by the City. Upon termination of this agreement pursuant to this section, City shall provide 30 day notice.

3. Insurance.

- (a) SRH shall maintain throughout the term of this Agreement, professional liability insurance covering the acts and omissions of the Medical Staff with a carrier reasonably satisfactory to the City in the minimum annual coverage amounts of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate. The City shall be named as an additional insured under the

policy. SRH shall provide the City proof of such professional liability insurance maintained by the Medical Staff in accordance with paragraph (c) below.

- (b) SRH shall, at its own cost and expense obtain and maintain in full force and effect during the term of this Agreement, with carriers reasonably satisfactory to the City, the following insurance coverage: (i) workers' compensation insurance as required by the laws of the State of Alabama; and (ii) commercial general liability insurance, including broad form contractual liability coverage, with coverage at \$1,000,000.00 per occurrence and \$3,000,000.00 general aggregate, and the City named as an additional insured.
- (c) Concurrent with the execution of this Agreement, SRH shall have provided the City with current certificates of insurance evidencing the coverages required.
- (d) Any subcontractors or other independent contractors of SRH hired to provide or assist with any of the services contemplated by this Agreement shall be covered under the foregoing insurance policies, or such subcontractor or other independent contractor shall provide written proof to SRH and the City (subject to the City's reasonable satisfaction) of such subcontractor's or independent contractor's insurance coverage.

4. Relationship of Parties.

- (a) SRH and the City are independent of one another in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, joint venture or partner of the other. All persons furnished, used, retained or hired by or on behalf of SRH shall be considered to be solely the employees or agents or designees of SRH. SRH agrees that (i) it is responsible for payment of any kind and all unemployment, social security, and other payroll taxes for its employees and agents, as applicable, including any related assessments and contributions required by law; and (ii) will assure by contractual provisions (subject to the City's reasonable approval) that any subcontractors and/or their designees shall provide that they be solely responsible for payment or any and all applicable unemployment, social security, and other payroll taxes for their employees and agents, to the same extent as set forth in (ii) from this same paragraph.
- (b) SRH and its employees shall abide by any and all federal and state laws in connection with any regulated employment practices throughout the term of this Agreement and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.
- (c) The Physician and Practitioner shall be solely responsible for his or her actions and/or omissions, as well as the actions and/or omissions of any agent or any employee used by such Physician (including without limitation any Nurse or other Health Professional) in connection with providing the Medical Services contemplated by this Agreement. Neither the City nor SRH shall have any control or involvement in the independent exercise of medical judgment by the Physician and/or Practitioner and/or any Nurse or other Health Professional.
- (d) SRH reserves the right to deny services to any qualified participant based upon the occurrence of repeated excessive disrespectful, aggressive, or other disruptive behavior as determined by written report of a practitioner. Any written report created pursuant to this section shall be maintained by SRH.

5. Indemnification.

- (a) To the fullest extent permitted by law, SRH hereby agrees to indemnify, defend, and hold harmless the City, its subsidiaries, and the directors, officers, representatives, agents, and employees of each or any such entity, from and against any and all claims, losses, damages, expenses, attorney fees, demands, suits and causes of action of every kind and character and all other liabilities (collectively, "Claims") arising out of or in any way incident to, related to or in

connection with the provision of services contemplated by this Agreement, any claim of wrongdoing or action or inaction by a Physician, a Practitioner or Medical Staff or anything related to the activities at SRH except to the extent such Claim arises from the negligent actions or inactions of the City which are not within SRH's reasonable control.

- (b) Should any Claim arise for which SRH may be liable under the terms of this Agreement, the City may defend against any such Claim in such manner as it may deem appropriate, and it may compromise or settle such Claim on such terms as it, in its sole discretion, deems to be appropriate after consultation with SRH.
 - (c) SRH shall promptly reimburse the City for the amount of all liabilities, damages, costs of settlement, fees, costs and expenses, including attorney's fees, incurred by the City in connection with the defense against, investigation of, and settlement of such Claim or litigation.
 - (d) If no settlement of any such Claim is made, SRH will satisfy any judgment rendered with respect to such Claim or in such litigation, before the City is required to do so, and will pay all costs and expenses, including attorney's fees, incurred by the City with respect thereto.
6. Other Health Professionals. The City agrees and acknowledges that Physician may from time to time have other Health Professionals, as defined in the next sentence, assist the Medical Staff and/or replace the Physician and/or Practitioner during his or her regularly scheduled time at the City's place of business (provided, however, that SRH will require the substitute Medical Staff to ensure that the services provided by replacement individuals do not exceed the scope of their professional training and licensure). "Health Professional" shall mean a duly licensed nurse, nurse practitioner, medical doctor and licensed physician's assistant.
7. Medical Records.
- (a) SRH shall maintain all medical records, x-rays or other imaging materials, slides, and medical data records relating to patients of SRH (the "Records") with respect to all of the patients and shall maintain such records in a professional manner consistent with the accepted standards of medical practice and in compliance with HIPAA privacy standards (to the extent such HIPAA privacy standards apply). All Records maintained by the Medical Staff in connection with this Agreement, except as otherwise provided by law, shall be the sole property of the Medical Staff and SRH.
 - (b) SRH shall retain the Records relating to each patient for the following prescribed periods:
 - (1) In the case of any patient who is at least eighteen (18) years of age as of the effective date hereof, ten (10) years from the anniversary date of the last patient encounter (or any longer period hereafter required by applicable state or federal law);
 - (2) In the case of any patient who is under the age of eighteen (18) years of age as of the effective date hereof, until the patient has reached an age of twenty-one (21) years, or ten (10) years from the anniversary date of the last patient encounter, whichever is later (or any longer period hereafter required by applicable state or federal law); and
 - (3) After the expiration of the applicable time period described in paragraphs 1 and 2, SRH shall dispose of the Records in a manner maintaining patient confidentiality and in accordance with applicable laws and regulations and standards of professional ethics governing the disposition of patient medical records.
 - (c) Upon request, SRH shall provide the City with the formulary and/or analysis of medications dispensed.

8. Quarterly Reports. SRH shall provide to the City, within a reasonable period of time, written reports with respect to the provision of Medical Services. At a minimum this report shall include medications dispensed, costs billed to the City, and number of patients seen during the quarter.

Article III – Compensation.

9. Fee. In full consideration for the services to be provided under this agreement, Orange Beach shall pay SRH \$160.00 per Patient Visit. For the purposes of this Agreement, “Patient Visit” includes all appointments that are related to a single diagnosis, treatment and follow-up, regardless of the number of trips actually required of the patient.
 - (a) There shall be no charge for patients who visit the clinic for vaccinations and/or immunizations.
 - (b) Counseling services shall be billed at the rate of one hundred dollars (\$100.00) per hour.
 - (c) Employees shall not be required to pay any co-pays or other fees for services.
10. Payment. The City agrees to compensate SRH at the rate for services performed at the agreed upon rate set forth above.
 - (a) SRH shall submit regular invoices that contain an invoice number, date, description and date of services, fees, and other such information that may be required to the Human Resources Director, City of Orange Beach, PO Box 458, Orange Beach, AL 36561.
 - (b) SRH shall be responsible for the accuracy of all bills submitted. The City shall promptly review the invoice and may decline to pay an invoice if: (1) it does not contain the information specified above; (2) the invoice (without reasonable cause) is received more than 30 days after the service was provided; or (3) there is an unresolved dispute over an item on the invoice.
 - (c) All approved invoices shall be paid within 21 days of approval.
11. Medication Dispensing Fee. SRH shall invoice the City once per month for medications dispensed through SRH. The City shall be billed at a rate equal to the then existing rates provided by the vendor selected through the City’s pharmacy benefit manager. Such invoice shall be delivered and paid in the same manner as SRH’s normal monthly invoices are paid as set out herein. Vaccinations and immunizations shall be billed to the City at SRH’s cost plus 10%. See attached Exhibit B for inventory list of medications and pricing.

Article IV – Term and Termination.

12. Agreement. This Agreement shall be for a term of one (1) year commencing on January 1, 2025, subject to earlier termination in accordance with this Agreement.
13. Termination for Default.
 - (a) SRH may terminate this Agreement if the City defaults under the Agreement and fails to cure such default within fifteen (15) days after written notice thereof of a payment related default, or
 - (b) within forty-five (45) days after written notice thereof of any other default unless otherwise stated herein.
 - (b) The City may terminate this Agreement if SRH defaults under the Agreement and fails to cure such default within fifteen (15) days after written notice thereof; provided, however, if the default is not reasonably susceptible of being cured within such fifteen (15) day period, the cure period shall be extended for an additional thirty (30) days on the condition that SRH shall have commenced, within the original fifteen (15) day period, efforts to effect such cure.
 - (c) Renegotiation. In the event there is any legal development, including without limitation, a change in Medicare, Medicaid, or other federal or state statutes, rules, regulations, principles or

interpretations thereof, that renders any of the material terms of this Agreement unlawful or unenforceable (including any services rendered or compensation to be paid hereunder), or a definitive judicial or applicable state legal interpretation that substantially affects the arraignment in an adverse manner (collectively, a “Negative Legal Development”) or any dispute as to any other matter hereunder, each party hereto shall have the immediate right upon notice to the other party (the “Notice”) to initiate the renegotiation of the affected term or terms of this Agreement, so as to remedy the impacts of the Negative Legal Development or dispute in a manner that substantially maintains the then-existing economic relationships set forth herein, if it is legal to accomplish the change while maintaining substantially such economic and governance relationship.

- (d) Alternative Dispute Resolution. The parties will make a good faith attempt to resolve any and all claims and disputes. Before resorting to litigation, the parties agree to participate in non-binding mediation conducted by a person who is registered and in good standing with the Alabama State Court Mediator roster. The costs of the mediation shall be borne equally by the parties. If the parties cannot agree on a mediator, the parties shall request the Circuit Court in Baldwin County to appoint a qualified mediator. Nothing herein shall preclude either party from seeking temporary injunctive relief from a court of competent jurisdiction.

14. Effect of Expiration or Termination. The expiration or the termination of this Agreement shall not affect the obligation of the City to pay compensation to SRH for outstanding invoices for the period prior to such expiration or termination and shall not affect the obligation of SRH to provide monthly reports for the period prior to the effective date of such expiration or termination. The indemnity obligations of this Agreement shall survive the termination of this Agreement for a period of two (2) years.

Article V – Miscellaneous.

15. Notice. All notices and other communications permitted or required pursuant to this Agreement shall be in writing, addressed to the parties at the addresses set out herein, or to such other addresses as the parties may designate from time to time in accordance with this Agreement. All notices and other communications shall be (a) mailed by certified or registered mail, return receipt requested, postage pre-paid, (b) or personally delivered. Notices mailed shall be deemed given as of three (3) days after the official U.S. postmark date and notices personally delivered shall be deemed given at the time of receipt.

Notices shall be sent as follows:

To the City:	City Clerk City of Orange Beach, Alabama PO Box 458 Orange Beach, AL 36561
W/Required Copy to:	City Attorney City of Orange Beach, Alabama PO Box 458 Orange Beach, AL 36561
To SRH:	Southern Rapid Healthcare, Inc. Attn: Shelia Stephens 4223 Orange Beach Boulevard Orange Beach, AL 36561

16. Entire Agreement. This Agreement constitutes the entire Agreement between the City and SRH with respect to the subject matter hereof and supersedes all prior agreements. This Agreement shall not be amended or waived, in whole or in part, except in writing signed by the Mayor and approved by the City Council and SRH.
17. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Alabama.
18. Access to Business Books and Records. SRH agrees to provide access to their books and records to the City during normal business hours.
19. Successors. This Agreement is binding upon the parties and their successors, but shall not be transferrable. The City shall have the right to terminate this Agreement if there is a change in ownership. SRH shall, within seven (7) days of any change in ownership, provide notice of such change to the City.

IN WITNESS WHEREOF, the City and SRH have executed and delivered this Agreement as follows:

CITY OF ORANGE BEACH, ALABAMA
An Alabama Class 8 Municipal Corporation

By: Tony Kennon, Mayor

ATTEST:

City Clerk

SOUTHERN RAPID HEALTHCARE, INC.
An Alabama Limited Liability Corporation

By: _____
Shelia Stephens, CRNP

By: _____
Julie Murphy, CRNP

By: _____
Elizabeth Michon, CRNP

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Tony Kennon and Renee Eberly, whose names as Mayor and City Clerk, respectively, of the City of Orange Beach, an Alabama municipal corporation, are signed to the foregoing Agreement, and who are known to me, acknowledged before me on this day, that being informed of the contents of the above and foregoing, and being duly sworn under oath, 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 ____ day of December, 2024.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Shelia Stephens, whose name as Officer of Coastal 3 Holdings, LLC d/b/a Southern Rapid Healthcare, an Alabama limited liability corporation, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of the above and foregoing, and being duly sworn under oath, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this ____ day of December, 2024.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Julie Murphy, whose name as Officer of Coastal 3 Holdings, LLC d/b/a Southern Rapid Healthcare, an Alabama limited liability corporation, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of the above and foregoing, and being duly sworn under oath, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this ____ day of December, 2024.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Elizabeth Michon, whose name as Officer of Coastal 3 Holdings, LLC d/b/a Southern Rapid Healthcare, an Alabama limited liability corporation, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of the above and foregoing, and being duly sworn under oath, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this ____ day of December, 2024.

Notary Public
My Commission Expires: _____



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a medical services agreement with South Baldwin Medical Group, dba Baldwin Health Primary and Urgent Care - Orange Beach.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Medical Services Agreement South Baldwin Medical Group
2. 2024.11.27 Medical Services Agreement South Baldwin Medical Group

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
MEDICAL SERVICES AGREEMENT WITH
SOUTH BALDWIN MEDICAL GROUP
(DBA BALDWIN HEALTH PRIMARY AND URGENT CARE - ORANGE BEACH)**

FINDINGS:

1. The City of Orange Beach and South Baldwin Medical Group, doing business as Baldwin Health Primary and Urgent Care - Orange Beach, have reached an Agreement (attached Exhibit A) whereby South Baldwin Medical Group will provide healthcare plan services established by the City for its employees, covered spouses, and dependents enrolled in the city's health plan.
2. After having reviewed said Agreement, the City Council has determined the terms are in the best interests 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 and City Clerk are hereby authorized 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 South Baldwin Medical Group 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 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

MEDICAL SERVICES AGREEMENT

This Agreement is by and between the City of Orange Beach, an Alabama Class 8 municipality (“City” or “Orange Beach”) and South Baldwin Medical Group d/b/a Baldwin Health Primary and Urgent Care- Orange Beach (“Baldwin Health”):

Article I – Recitals.

Orange Beach has established a health care plan (the “Plan”) for certain of its employees, their spouses and dependents (the “Qualified Participants”), and wishes to engage Baldwin Health under this Agreement to provide Medical Services as described herein. Orange Beach designates its Human Resources Director as the person responsible for the administration of this Agreement.

Baldwin Health is a health services provider qualified to provide the services set forth in this Agreement. _____ (is/are) the officer(s) responsible for the administration of this Agreement and each are authorized to execute the Agreement on behalf of Baldwin Health.

Article II – Services, Facility, Equipment and Insurance.

1. **Services.** Upon execution and the delivery of this Agreement, Baldwin Health shall provide a medical clinic for the use and benefit of the Qualified Participants. Baldwin Health shall provide at its sole expense, a staff of medical professionals (collectively, the “Medical Staff”) on site, consisting of not less than one physician, three nurse practitioners, and sufficient support staff to render general services. Any change in Physician or Practitioners shall be immediately reported to the City.
 - (a) **Scheduling of Services.** Services will be available at Baldwin Health on a schedule that accommodates the City’s work calendar, with initial hours of operation from 8:00 a.m. until 6:00 p.m. Monday through Friday and 8:00 a.m. until 2:00 p.m. Saturday and Sunday, subject to mutually approved adjustments to maximize utilization as agreed upon by written modification to this agreement. Scheduling will be made by appointment and walk-ins will be accommodated. Appointments will be made using twenty-minute time slots.
 - (b) **Onsite Medication Dispensing.** Based upon the utilization of medications derived from an analysis of the City’s claims data and the City’s formulary, Baldwin Health will provide pre-packaged medications to be dispensed from Baldwin Health to the City’s employees based upon the Medical Staff’s orders for prescription medications. Baldwin Health shall also provide vaccination and immunization.
 - (c) **Laboratory Testing.** Lab tests ordered by the Medical Staff shall be performed By Labcorp or sent to another qualified laboratory, who will act as sub-contractor to Baldwin Health. The Medical Staff at Baldwin Health will perform the collection of testing samples prior to sending such samples to an offsite, qualified laboratory. Once the testing is complete, reports will be made available to the patients for their own use and/or made available through referral to other Physicians determined by the patients. The Medical Staff will provide any explanation of the results as desired by the patients and/or as deemed necessary by the Medical Staff immediately upon receipt thereof.
 - (d) **Physical Facility.** Unless otherwise allowed by written amendment to this contract, all services will be provided at Baldwin Health’s medical facility in Orange Beach located at 25908 Canal Road Suite D, at Baldwin Health’s sole expense.
 - (e) **Equipment and Supplies.** Baldwin Health will be responsible for all equipment and supplies used for the services.
2. **Standards of Medical Staff Performance.**

- (a) The Medical Staff shall perform the services according to the accepted standard of medical care prevailing in the local medical community at the time of treatment.
- (b) The Physician shall be available for in person appointments, supervise and direct the Practitioners, and both the Physician and the Practitioners shall supervise and direct other members of the Medical Staff, including nurses, medical assistants and administrative staff.
- (c) The Physician shall comply with all applicable laws and regulations with respect to the licensing and the regulation of Physicians, the privacy of patients, any other rights of patients or the practice of medicine, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as applicable, and any other laws relating to employment matters or environmental safety.
- (d) The Practitioners and staff, under the guidance of the Physician shall provide medical services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with the accepted standard of medical care prevailing in the medical community including but not limited to patient confidentiality and HIPAA.
- (e) The Physician and Practitioners shall maintain, during the term of this Agreement, appropriate credentials including:
 - (1) A duly issued and active license to practice medicine and prescribe and dispense medications in the State of Alabama;
 - (2) A good standing with his or her profession and state professional association;
 - (3) The absence of any license restriction, revocation, or suspension;
 - (4) The absence of any involuntary restriction placed on his or her federal DEA registration; and
 - (5) A duly issued and active registration for the Physician for the oversight of the Practitioners as necessary.
- (f) Baldwin Health shall provide current copies of all active required credentials to the City within 14 days of execution of this agreement and continuing upon the expiration and renewal of any credentials.
- (g) Practitioners or staff shall return all phone calls no later than the first business day following receipt of the call. All prescription refills shall be completed within 7 days of request from patient. In the event either of the timelines herein are not met, a written explanation shall be documented and presented to the City upon request.
- (h) Baldwin Health shall require any Physician or Practitioners to remove and promptly replace any member of the Medical Staff who has his or her professional license restricted, revoked, or suspended; has committed or is charged with the commission of a felony; is no longer in good standing with his or her professional or state licensing authority; or is denied or loses professional liability insurance coverage.
- (i) Baldwin Health further agrees to immediately notify the City in writing if any Physician, Practitioner or other Medical Staff becomes subject to any material litigation, investigation or regulatory proceeding with regard to medical malpractice or any other medical regulatory issues including Medicare/Medicaid reimbursement, fraud or abuse. Failure to comply with this section shall constitute breach of this agreement and shall be grounds for termination by the City. Upon termination of this agreement pursuant to this section, City shall provide 30 day notice.

3. Insurance.

- (a) Baldwin Health shall maintain throughout the term of this Agreement, professional liability insurance covering the acts and omissions of the Medical Staff with a carrier reasonably

satisfactory to the City in the minimum annual coverage amounts of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate. The City shall be named as an additional insured under the policy. Baldwin Health shall provide the City proof of such professional liability insurance maintained by the Medical Staff in accordance with paragraph (c) below.

- (b) Baldwin Health shall, at its own cost and expense obtain and maintain in full force and effect during the term of this Agreement, with carriers reasonably satisfactory to the City, the following insurance coverage: (i) workers' compensation insurance as required by the laws of the State of Alabama; and (ii) commercial general liability insurance, including broad form contractual liability coverage, with coverage at \$1,000,000.00 per occurrence and \$3,000,000.00 general aggregate, and the City named as an additional insured.
- (c) Concurrent with the execution of this Agreement, Baldwin Health shall have provided the City with current certificates of insurance evidencing the coverages required.
- (d) Any subcontractors or other independent contractors of Baldwin Health hired to provide or assist with any of the services contemplated by this Agreement shall be covered under the foregoing insurance policies, or such subcontractor or other independent contractor shall provide written proof to Baldwin Health and the City (subject to the City's reasonable satisfaction) of such subcontractor's or independent contractor's insurance coverage.

4. Relationship of Parties.

- (a) Baldwin Health and the City are independent of one another in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, joint venture or partner of the other. All persons furnished, used, retained or hired by or on behalf of Baldwin Health shall be considered to be solely the employees or agents or designees of Baldwin Health. Baldwin Health agrees that (i) it is responsible for payment of any kind and all unemployment, social security, and other payroll taxes for its employees and agents, as applicable, including any related assessments and contributions required by law; and (ii) will assure by contractual provisions (subject to the City's reasonable approval) that any subcontractors and/or their designees shall provide that they be solely responsible for payment or any and all applicable unemployment, social security, and other payroll taxes for their employees and agents, to the same extent as set forth in (ii) from this same paragraph.
- (b) Baldwin Health and its employees shall abide by any and all federal and state laws in connection with any regulated employment practices throughout the term of this Agreement and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.
- (c) The Physician and Practitioner shall be solely responsible for his or her actions and/or omissions, as well as the actions and/or omissions of any agent or any employee used by such Physician (including without limitation any Nurse or other Health Professional) in connection with providing the Medical Services contemplated by this Agreement. Neither the City nor Baldwin Health shall have any control or involvement in the independent exercise of medical judgment by the Physician and/or Practitioner and/or any Nurse or other Health Professional.

5. Indemnification.

- (a) To the fullest extent permitted by law, Baldwin Health hereby agrees to indemnify, defend, and hold harmless the City, its subsidiaries, and the directors, officers, representatives, agents, and employees of each or any such entity, from and against any and all claims, losses, damages, expenses, attorney fees, demands, suits and causes of action of every kind and character and all other liabilities (collectively, "Claims") arising out of or in any way incident to, related to or in connection with the provision of services contemplated by this Agreement, any claim of

wrongdoing or action or inaction by a Physician, a Practitioner or Medical Staff or anything related to the activities at Baldwin Health except to the extent such Claim arises from the negligent actions or inactions of the City which are not within Baldwin Health's reasonable control.

- (b) Should any Claim arise for which Baldwin Health may be liable under the terms of this Agreement, the City may defend against any such Claim in such manner as it may deem appropriate, and it may compromise or settle such Claim on such terms as it, in its sole discretion, deems to be appropriate after consultation with Baldwin Health.
 - (c) Baldwin Health shall promptly reimburse the City for the amount of all liabilities, damages, costs of settlement, fees, costs and expenses, including attorney's fees, incurred by the City in connection with the defense against, investigation of, and settlement of such Claim or litigation.
 - (d) If no settlement of any such Claim is made, Baldwin Health will satisfy any judgment rendered with respect to such Claim or in such litigation, before the City is required to do so, and will pay all costs and expenses, including attorney's fees, incurred by the City with respect thereto.
6. Other Health Professionals. The City agrees and acknowledges that Physician may from time to time have other Health Professionals, as defined in the next sentence, assist the Medical Staff and/or replace the Physician and/or Practitioner during his or her regularly scheduled time at the City's place of business (provided, however, that Baldwin Health will require the substitute Medical Staff to ensure that the services provided by replacement individuals do not exceed the scope of their professional training and licensure). "Health Professional" shall mean a duly licensed nurse, nurse practitioner, medical doctor and licensed physician's assistant.
7. Medical Records.
- (a) Baldwin Health shall maintain all medical records, x-rays or other imaging materials, slides, and medical data records relating to patients of Baldwin Health (the "Records") with respect to all of the patients and shall maintain such records in a professional manner consistent with the accepted standards of medical practice and in compliance with HIPAA privacy standards (to the extent such HIPAA privacy standards apply). All Records maintained by the Medical Staff in connection with this Agreement, except as otherwise provided by law, shall be the sole property of the Medical Staff and Baldwin Health.
 - (b) Baldwin Health shall retain the Records relating to each patient for the following prescribed periods:
 - (1) In the case of any patient who is at least eighteen (18) years of age as of the effective date hereof, ten (10) years from the anniversary date of the last patient encounter (or any longer period hereafter required by applicable state or federal law);
 - (2) In the case of any patient who is under the age of eighteen (18) years of age as of the effective date hereof, until the patient has reached an age of twenty-one (21) years, or ten (10) years from the anniversary date of the last patient encounter, whichever is later (or any longer period hereafter required by applicable state or federal law); and
 - (3) After the expiration of the applicable time period described in paragraphs 1 and 2, Baldwin Health shall dispose of the Records in a manner maintaining patient confidentiality and in accordance with applicable laws and regulations and standards of professional ethics governing the disposition of patient medical records.
 - (c) Upon request, Baldwin Health shall provide the City with the formulary and/or analysis of medications dispensed.

8. Quarterly Reports. Baldwin Health shall provide to the City, within a reasonable period of time, written reports with respect to the provision of Medical Services.

Article III – Compensation.

9. Fee. In full consideration for the services to be provided under this agreement, Orange Beach shall pay Baldwin Health \$160.00 per Patient Visit. For the purposes of this Agreement, “Patient Visit” includes all appointments that are related to a single diagnosis, treatment and follow-up, regardless of the number of trips actually required of the patient.
 - (a) There shall be no charge for patients who visit the clinic for vaccinations and/or immunizations.
 - (b) Counseling services shall be billed at the rate of one hundred dollars (\$100.00) per hour.
 - (c) Employees shall not be required to pay any co-pays or other fees for services.
10. Payment. The City agrees to compensate Baldwin Health at the rate for services performed at the agreed upon rate set forth above.
 - (a) Baldwin Health shall submit regular invoices that contain an invoice number, date, description and date of services, fees, and other such information that may be required to the Human Resources Director, City of Orange Beach, PO Box 458, Orange Beach, AL 36561.
 - (b) Baldwin Health shall be responsible for the accuracy of all bills submitted. The City shall promptly review the invoice and may decline to pay an invoice if: (1) it does not contain the information specified above; (2) the invoice (without reasonable cause) is received more than 30 days after the service was provided; or (3) there is an unresolved dispute over an item on the invoice.
 - (c) All approved invoices shall be paid within 21 days of approval.
11. Medication Dispensing Fee. Baldwin Health shall invoice the City once per month for medications dispensed through Baldwin Health. The City shall be billed at a rate equal to the then existing rates provided by the vendor selected through the City’s pharmacy benefit manager. Such invoice shall be delivered and paid in the same manner as Baldwin Health normal monthly invoices are paid as set out herein. Vaccinations and immunizations shall be billed to the City at Baldwin Health’s cost plus 10%. See attached Exhibit B for inventory list of medications and pricing.

Article IV – Term and Termination.

12. Agreement. This Agreement shall be for a term of one (1) year commencing on January 1, 2025, subject to earlier termination in accordance with this Agreement.
13. Termination for Default.
 - (a) Baldwin Health may terminate this Agreement if the City defaults under the Agreement and fails to cure such default within fifteen (15) days after written notice thereof of a payment related default, or (b) within forty-five (45) days after written notice thereof of any other default unless otherwise stated herein.
 - (b) The City may terminate this Agreement if Baldwin Health defaults under the Agreement and fails to cure such default within fifteen (15) days after written notice thereof; provided, however, if the default is not reasonably susceptible of being cured within such fifteen (15) day period, the cure period shall be extended for an additional thirty (30) days on the condition that Baldwin Health shall have commenced, within the original fifteen (15) day period, efforts to effect such cure.
 - (c) Renegotiation. In the event there is any legal development, including without limitation, a change in Medicare, Medicaid, or other federal or state statutes, rules, regulations, principles or interpretations thereof, that renders any of the material terms of this Agreement unlawful or

unenforceable (including any services rendered or compensation to be paid hereunder), or a definitive judicial or applicable state legal interpretation that substantially affects the arraignment in an adverse manner (collectively, a “Negative Legal Development”) or any dispute as to any other matter hereunder, each party hereto shall have the immediate right upon notice to the other party (the “Notice”) to initiate the renegotiation of the affected term or terms of this Agreement, so as to remedy the impacts of the Negative Legal Development or dispute in a manner that substantially maintains the then-existing economic relationships set forth herein, if it is legal to accomplish the change while maintaining substantially such economic and governance relationship.

- (d) Alternative Dispute Resolution. The parties will make a good faith attempt to resolve any and all claims and disputes. Before resorting to litigation, the parties agree to participate in non-binding mediation conducted by a person who is registered and in good standing with the Alabama State Court Mediator roster. The costs of the mediation shall be borne equally by the parties. If the parties cannot agree on a mediator, the parties shall request the Circuit Court in Baldwin County to appoint a qualified mediator. Nothing herein shall preclude either party from seeking temporary injunctive relief from a court of competent jurisdiction.

14. Effect of Expiration or Termination. The expiration or the termination of this Agreement shall not affect the obligation of the City to pay compensation to Baldwin Health for outstanding invoices for the period prior to such expiration or termination and shall not affect the obligation of Baldwin Health to provide monthly reports for the period prior to the effective date of such expiration or termination. The indemnity obligations of this Agreement shall survive the termination of this Agreement for a period of two (2) years.

Article V – Miscellaneous.

15. Notice. All notices and other communications permitted or required pursuant to this Agreement shall be in writing, addressed to the parties at the addresses set out herein, or to such other addresses as the parties may designate from time to time in accordance with this Agreement. All notices and other communications shall be (a) mailed by certified or registered mail, return receipt requested, postage pre-paid, (b) or personally delivered. Notices mailed shall be deemed given as of three (3) days after the official U.S. postmark date and notices personally delivered shall be deemed given at the time of receipt.

Notices shall be sent as follows:

To the City:	City Clerk City of Orange Beach, Alabama PO Box 458 Orange Beach, AL 36561
W/Required Copy to:	City Attorney City of Orange Beach, Alabama PO Box 458 Orange Beach, AL 36561
To SRH:	South Baldwin Medical Group d/b/a Baldwin Health Primary and Urgent Care- Orange Beach Attn: _____ 25908 Canal Road, Suite D Orange Beach, AL 36561

16. Entire Agreement. This Agreement constitutes the entire Agreement between the City and Baldwin Health with respect to the subject matter hereof and supersedes all prior agreements. This Agreement shall not be amended or waived, in whole or in part, except in writing signed by the Mayor and approved by the City Council and Baldwin Health.
17. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Alabama.
18. Access to Business Books and Records. Baldwin Health agrees to provide access to their books and records to the City during normal business hours.
19. Successors. This Agreement is binding upon the parties and their successors, but shall not be transferrable. The City shall have the right to terminate this Agreement if there is a change in ownership. Baldwin Health shall, within seven (7) days of any change in ownership, provide notice of such change to the City.

IN WITNESS WHEREOF, the City and Baldwin Health have executed and delivered this Agreement as follows:

CITY OF ORANGE BEACH, ALABAMA
An Alabama Class 8 Municipal Corporation

By: Tony Kennon, Mayor

ATTEST:

City Clerk

SOUTH BALDWIN MEDICAL GROUP d/b/a
BALDWIN HEALTH PRIMARY AND URGENT
CARE- ORANGE BEACH
An Alabama Limited Liability Corporation

By: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Tony Kennon and Renee Eberly, whose names as Mayor and City Clerk, respectively, of the City of Orange Beach, an Alabama municipal corporation, are signed to the foregoing Agreement, and who are known to me, acknowledged before me on this day, that being informed of the contents of the above and foregoing, and being duly sworn under oath, 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 ____ day of December, 2023.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name(s) as Officer(s), of South Baldwin Medical Group d/b/a Baldwin Health Primary and Urgent Care- Orange Beach, an Alabama limited liability corporation, (is/are) signed to the foregoing Agreement, and who (is/are) known to me, acknowledged before me on this day, that being informed of the contents of the above and foregoing, and being duly sworn under oath, they, as such officer(s) and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this ____ day of December, 2024.

Notary Public
My Commission Expires: _____



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution appointing members to the Employees' Leave Bank Committee.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Appoint Leave Bank Committee Dichiara Wong

RESOLUTION NO. 24-xxx

**A RESOLUTION APPOINTING MEMBERS TO THE
EMPLOYEES' LEAVE BANK COMMITTEE**

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

1. That Brianne Dichiara is hereby appointed to serve on the Employee's Leave Bank Committee for a two (2) year term beginning on January 1, 2025, and ending December 31, 2026;
2. That Kristin Wong is hereby appointed to serve on the Employee's Leave Bank Committee for a two (2) year term beginning on January 1, 2025, and ending December 31, 2026;
3. That it be reaffirmed that the following persons have been appointed to the Employee's Leave Bank Committee for the terms set out below:

Ford Handley, City Administrator / Finance Director, Permanent Member

Vicki Pishna, Human Resources Director, Permanent Member

Chandler Dick, term ending December 31, 2025

Joe Brown, term ending December 31, 2025

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

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the sole source purchase of a Lifeguard Tower from Bausch Enterprises, Inc., for the Surf Rescue Division of the Fire Department in an amount not to exceed \$88,810.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Purchase Lifeguard Tower Fire Sole Source
2. 2024.08.28 Quote - Fire - Bausch LifeguardTower

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE SOLE SOURCE PURCHASE OF A
LIFEGUARD TOWER FROM BAUSCH ENTERPRISES, INC., FOR THE
SURF RESCUE DIVISION OF THE FIRE DEPARTMENT
IN AN AMOUNT NOT TO EXCEED \$88,810**

FINDINGS:

1. The City of Orange Beach's Surf and Rescue Division of the Fire Department provides lifeguards and related services on the beaches that border the Gulf of Mexico within the City, on beaches outside the corporate limits pursuant to a contract with the State Department of Conservation and Natural Resources.
2. Lifeguards are tasked with working in a harsh work environment with outdoor elements of extreme heat, wind, rain, etc. All of these elements make it difficult for proper water observations to be conducted over an extended period of time. Fortified lifeguard towers provide a more sustainable work environment.
3. This tower is modular so that it can be disassembled and moved for storage in tropical storm-level weather. It will replace lifeguard towers made of wood and built in house.
4. The City Attorney has advised that to qualify as a sole source under Alabama's bid laws, the goods or service offered must be unique; the uniqueness must be substantially related to the intended purpose, use and performance of the product; and there must be a showing that other, similar goods or services cannot perform the desired objectives.
5. Based on the foregoing, the Council finds that no other vendors offer substantially equivalent products that can accomplish the purpose of serving as a modular fortified lifeguard tower, and that the need for this lifeguard tower is critical to public health and safety.
6. Council concludes that the Department has met its burden of proof under the bid law to demonstrate that Bausch Enterprises, Inc., is the sole supplier of a modular fortified lifeguard tower meeting the Department's specifications and that the Department has acted in good faith in seeking alternate suppliers.

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the sole source purchase of a Lifeguard Tower for the Fire Department;
2. That the Mayor is hereby authorized to approve payment to Bausch Enterprises, Inc., in an amount not to exceed \$88,810.00 for a Bausch "Zero" Watch Tower, per the quote dated August 28, 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 immediately upon its adoption.

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk



Bausch Watch Tower Division



QUOTE

Bausch Enterprises Inc.
3171 SE Waaler Street
Stuart, FL 34997
772.220.6652

DATE: AUGUST 28, 2024

EXPIRATION DATE: November 30, 2024

Brett Lesinger
Beach Safety Division Chief
City of Orange Beach Alabama
(251)747-1051

SALESPERSON	JOB	INSTALLATION METHODS	DELIVERY ESTIMATE	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Todd B.	Zero #2	Crane or forklift needed for assembly & installation.	TBD	TBA	To be negotiated	TBD

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Bausch "Zero" Watch Tower, standard package (please see attached description)	\$67,900	\$67,900
1	Delivery Charge to your site	\$2175	\$2175
2	Side ventilation hatches to open inward	included	N/C
1	Aluminum powder coated Board Box	\$3525	\$3525
1	Additional 12" Center skid	\$795	\$795
1	Additional Flag Receivers	\$55	\$55
2	Accordion Shutters for Door Windows	\$520	\$1040
1	Solar Charging System with Battery, Controller, and USB Ports	\$1495	\$1495
2	Under Counter Storage Cabinets	\$820	\$1640
	Standard Package on Zero Tower		
	Marine grade aluminum construction		

	Embossed composite decking on 12' by 12' aluminum deck			
	Anodized Aluminum Railing upgrade			
	Three piece aluminum skinned roof with insulation			
	2-30" Aluminum doors with impact glass windows and SS handles			
	Three- 15 degree tint in glass impact windows with folding shutters (inside locking) 36" tall with 50 square feet of viewing area			
	2 ventilation hatches includes front vent / seat combination			
	2 side ventilation hatches below side windows			
	8 foot deck elevation			
	Exterior and interior walls powder coated white with clear ceramic coating on the exterior			
	Composite front counter			
	49 square foot floor plan with angled windows and walls for decreased glare			
	All stainless steel fasteners and 4 SS lifting eyes on shelter			
	Flag holder			
	Sits on two 12" wide aluminum skids with 4 towing eyes			
				SUBTOTAL
				\$78,625
				SALES TAX
				Exempt
				TOTAL
				\$78,625

Quotation prepared by: Todd Bausch

To accept this quotation, sign here and return: _____

Date: _____

Thank you!





**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of an agreement with VITALExam, LLC, for comprehensive medical exams for Orange Beach Fire Department personnel.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Service Agreement VitalExam Fire Physical Exams
2. 2024.11.21 Service Agreement VitalExam Fire Physical Exams

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT WITH VITALEXAM, LLC
FOR COMPREHENSIVE MEDICAL EXAMS FOR
ORANGE BEACH FIRE DEPARTMENT PERSONNEL**

FINDINGS:

1. The Fire Chief wishes to provide his first responder personnel with physical examinations and testing to determine their fitness-for-duty pursuant to the requirements of the National Fire Protection Association (“NFPA”) in NFPA 1582 - Standard on Comprehensive Occupational Medical Program for Fire Departments; NFPA 1583 - Standard on Health Related Fitness Programs for Fire Department Members; and IAFF/IAFC Fire Service Joint Labor Management Wellness Fitness Initiative (WFI).
2. VITALExam, LLC, is a Florida Limited Liability Company with personal knowledge and experience in such matters able to provide those services to the City in a professional and competent manner.
3. The City has reached an Agreement (attached Exhibit A) wherein VITALExam, LLC, will perform the above-referenced services under the terms and conditions listed within said Agreement.
4. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

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

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

CONTRACT

AGREEMENT BETWEEN THE CITY OF ORANGE BEACH AND VITALEXAM, LLC TO PROVIDE PROFESSIONAL CONSULTING AND RELATED SERVICES FOR EMPLOYEE PHYSICAL EXAMINATIONS 2024

THIS AGREEMENT is made and entered into as of the ____ day of December, 2024, by and between the City of Orange Beach, an Alabama municipal corporation located at 4099 Orange Beach Boulevard, Orange Beach, AL 36561 (hereinafter sometimes referred to as the "City" or the "Client"), and VITALExam, LLC, a Florida limited liability company located at 945 West Michigan Avenue, Suite 10B, Pensacola, Florida 32505 (hereinafter referred to as the "Consultant"), whereby the Consultant will provide professional consulting and related services to the Client as hereinafter specified, through individuals possessing a high degree of professional skill where the personality of the individual will play a decisive role and which is thereby exempt from the Alabama Competitive Bid Law, Ala. Code §41-16-51(a)(3) (1975), for the consideration as set forth herein as follows:

WHEREAS, the Client desires to have performed physical examinations and testing of City of Orange Beach first responders to determine their fitness-for-duty, which the City believes will promote the efficient operation of government; and

WHEREAS, Consultant has made a proposal to the Client to provide such professional consulting services and has represented to the Client that it is staffed with personnel knowledgeable and experienced in such matters as to be able to provide those services to the Client in a professional and competent manner; and

WHEREAS, Client has selected and desires to contract with Consultant to provide such services.

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Client and Consultant, as follows:

- 1. Scope of Services:** Consultant agrees, for the consideration as stated herein, to provide professional consulting and related services to the Client in regard to physical examinations and testing of Orange Beach Fire Department firefighters as more particularly set forth in EXHIBIT A: "Statement of Work" AND in Consultant's proposal to Client as set forth in EXHIBIT B: "VITALExam Quote 2025", each of which is adopted and incorporated herein by reference, except to the extent of a conflict with the terms and conditions herein, in which case the provisions herein shall prevail.
- 2. Time of Performance/Term:** Consultant agrees to provide services on a date agreed upon with the Client's designee and to complete its commitments within 12 months of the execution of this agreement. This contract shall be valid for a term of one year from the date of entered.
- 3. Compensation:** The Client agrees to pay Consultant for each physical exam administered, at a rate of \$665 per exam as indicated in Exhibit B. If a scheduled exam is missed due to the patient failing to show at the scheduled time or failing to provide at least 48 hours' notice of cancellation, the Client shall be responsible for the full cost of the exam as outlined in this Agreement. This amount shall be invoiced by the Consultant and payable by the Client under the same terms as other invoices. Payment shall be made to Consultant within thirty (30) days after receipt of invoice.
- 4. Client Responsibilities:** Client shall:

- a. Provide a list of all personnel to be tested. This list shall be provided at least two weeks prior to the date exams are scheduled to commence. Such list shall include each individual's **legal name**, gender, date of birth, email address, and contact phone number;
 - b. Provide access to its personnel to be tested and examined;
 - c. Assist with scheduling the testing of its personnel; and
 - d. Provide facilities and certain equipment in which the Consultant shall conduct testing and examination, as further specified in Exhibit A.
- 5. Confidentiality:** Consultant shall comply with all applicable federal, state, and local laws regarding medical information, records, test results, and any other data connected from City of Orange Beach employees. Contractor (including its employees, agents, subcontractors) acknowledges that all confidential or protected business and/or personal information ("Protected Information") that it may obtain while performing services for the City, is deemed confidential and proprietary to the City. During Contractor's tenure with the City, Contractor agrees to use Protected Information only and strictly as required to perform its services on behalf of the City. Contractor will not disclose Protected Information to any person or entity without the prior written consent of the City and the written agreement of any third party. Contractor agrees to refer any request for public information or records to the City Clerk, who is the custodian of records for the City and is responsible for the disclosure of public records in accordance with the public records laws of the state. Contractor agrees that it will not duplicate or incorporate Protected Information into its own records or databases and that after the conclusion of its services to the City all Protected Information in the Contractor's possession will be turned over to the City. Contractor agrees not to disclose, use, transfer, or transmit the information to any person or entity for any purpose whatsoever. This includes records, passwords, access codes, manuals, statistics, software, audio/video recordings, or storage disks of any kind containing Protected Information.
- 6. Reports:** Consultant shall furnish a final written report to the Client upon completion of the services. Notwithstanding the foregoing, all patient medical information and related records will be strictly confidential between the employee and Consultant.
- 7. Insurance:** Consultant shall maintain workers' compensation, employer's liability, auto liability, commercial general liability, and professional liability insurance policies throughout the duration of this agreement, each in an amount acceptable to the Client. Upon request by the Client, Consultant shall provide Client with one or more certificates of insurance evidencing such coverage and naming the Client as an additional insured.
- 8. Notices:** The representative of the City of Orange Beach for this agreement shall be Tony Kennon, Mayor, City of Orange Beach. Any notices required shall be in writing and be sent either by U.S. Mail or by email to the addresses below:

Notice to Client

Tony Kennon, Mayor
City of Orange Beach
4099 Orange Beach Boulevard
Orange Beach, AL 36561

Notice to Consultant

Marci Vitale, CEO
VITALExam
945 W Michigan Ave, Suite 10B
Pensacola, FL 32505

- 9. Authorization to Execute:** Each party hereby guarantees, warrants, and represents to the other that the individual or individuals signing this Agreement on behalf of such party have the power,

authority and legal capacity to sign this Agreement.

- 10. Force Majeure:** Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

11. 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.

- 12. 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.

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

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

- 15. 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.

- 16. 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.

- 17. Severability:** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, by a Court decision, statute or rule, such

rendering shall not affect the remainder of this Agreement. This section shall survive termination of the agreement.

18. 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.

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

VITALEXAM, LLC

CITY OF ORANGE BEACH

By: _____
Marci Vitale, CEO

By: _____
Tony Kennon, Mayor

ATTEST:

**_____
Renee Eberly, City Clerk**

EXHIBIT A
STATEMENT OF WORK

1. Exam Requirements: Consultant will perform comprehensive medical exams for Orange Beach Fire Department personnel pursuant to guidelines set forth by, but not limited to, the National Fire Protection Association (“NFPA”) in NFPA 1582 - Standard on Comprehensive Occupational Medical Program for Fire Departments; NFPA 1583 - Standard on Health Related Fitness Programs for Fire Department Members; and IAFF/IAFC Fire Service Joint Labor Management Wellness Fitness Initiative (WFI). Exams will include a health risk assessment and a complete medical history review to determine any health conditions that would prevent, or could be aggravated by, the employee performing their duties. The medical history shall also include any significant changes, job-related exposures, and new symptoms since the previous medical evaluation. Unless Client agrees to exempt certain tasks for specific exams, the services to be provided will consist of the following tasks:
 - a. Physical Examination by Licensed Healthcare Practitioner
 - i. Full medical history review and current health assessment
 1. Previous occupational exposures, vaccinations, medications
 2. PTSI and behavioral health screening
 3. Sleep assessment screening
 - ii. Full-body physical examination
 1. Titmus V4 vision screening (near/far acuity, color, peripheral, depth perception)
 2. Vital signs
 3. ASCVD 10-yr Heart Disease Risk Calculation (over 40 years of age)
 4. Audiometry
 5. Skin cancer screening
 6. Breast exam with self-breast exam education (males and females)
 - iii. Laboratory blood tests
 1. Complete Blood Count
 2. Comprehensive Metabolic Panel (blood count, electrolytes, etc.)
 3. Lipid Panel (cholesterol)
 4. Diabetes (HbA1c and fasting glucose)
 5. Thyroid Stimulating Hormone (TSH)
 6. Testosterone (men)
 7. Prostate Specific Antigen (PSA in men)
 8. Cancer antigen 125 (ovarian protein marker in women)
 9. Hepatitis B Surface Antibody
 10. Apolipoprotein Assessment (ApoA1, ApoB, ApoB:A1 Ratio)
 11. Complete urinalysis with microscopic examination
 - iv. Personal consultation with review of results by Licensed Healthcare Practitioner
 - v. Follow-up in 1 to 6 months depending on individual needs
 - b. Cardiopulmonary and fitness evaluation by Exercise Physiologist
 - i. Resting 12-lead ECG
 - ii. Submaximal treadmill cardiac stress test with ECG
 - iii. Pulmonary Function Test (Spirometry: FVC, FEV1, FEV1/FVC Ratio)
 - iv. Muscular Strength and Endurance Evaluation (Jackson Strength Evaluation)
 - v. Aerobic Endurance Evaluation (VO₂ Max Calculation)
 - vi. Flexibility Evaluation
 - vii. Body Weight and Composition
 - viii. Nutrition and Diet Recommendations

- ix. Personal Fitness Recommendations
- c. Multi-organ Ultrasound Screening for abnormalities by Registered Sonographer
 - i. Limited Echocardiogram (heart, valve measurements)
 - ii. Carotid arteries measurements (stenosis, plaque, intima-media thickness)
 - iii. Aortic measurements (aneurysm)
 - iv. Thyroid
 - v. Liver, pancreas, gall bladder, kidneys, and spleen (abdomen)
 - vi. Bladder Ultrasound (external)
 - vii. Testicles and prostate (men, external)
 - viii. External pelvic (ovaries and uterus in women)
- 2. Service Standards
 - a. Consultant will exercise generally accepted professional standards applicable to medical diagnosis and treatment in the State of Alabama.
 - b. Consultant will provide accurate results using lab facilities meeting Clinical Laboratory Improvement Act (CLIA) and College of American Pathologists (CAP) accreditation standards, or equivalent.
 - c. Consultant to provide individual consultations to review test results and provide recommendations for medical interventions and behavioral and training modifications within two weeks of exam completion.
 - d. Consultant to provide department-wide recommendations for programs and training to reduce the chance of injury and illness.
 - e. Consultant to conduct testing and consultations in a reasonably accessible location provided by the Client in a convenient manner for the Client and its employees to induce the greatest voluntary level of participation in program testing and the least inconvenience to department operations.
 - f. Consultant and Client to market program services and benefits to target population to encourage maximum participation.
 - g. Consultant will securely collect, compile, store, and communicate program data relating to the employee's annual physical and:
 - i. Provide results of the exam in confidential, patient friendly format to individual employees in a manner consistent with AMA Ethics Opinion 2.1.5, or equivalent.
 - ii. Not sell or market any personal or protected health information.
 - h. Consultant will provide physical exam results that reveal conditions that dictate further testing or treatment to the employee for follow-up with the employee's own primary care practitioner.
 - i. Consultant will ensure that Final Evaluations will be reviewed and signed by an Alabama licensed MD, DO, ARNP or PA.
 - j. Client will provide a key/access card to the Consultant's licensed healthcare practitioner for the facility where exams are to be performed.
- 3. Implementation and Scheduling
 - a. Consultant will provide exams and services in several scheduled concentrated multi-day service. Actual frequency and duration of on-site sessions will be coordinated between Consultant and Client.
 - b. Consultant will conduct up to 15 exams per day on a 10-hour, 3-day schedule Tuesday through Thursday. Start and end times will be coordinated with the Client.
 - c. Client will provide Consultant 4 Rooms to accommodate the following components:
 - i. Biometrics, vision screening, and audiometry (area with minimal noise required)
 - ii. Ultrasound screenings
 - iii. Cardiopulmonary/fitness evaluations
 - iv. Physical exam and review of results with provider

- d. Set-up, equipment, and associated costs will be the responsibility of Consultant.
- e. On-site location, space, treadmill, high-speed wireless internet access, and overhead will be provided by the Client.
- f. Consultant equipment maintenance will be performed by Consultant and will be kept clean and sanitized. All equipment will be kept in optimal working order or repaired/replaced within a reasonable time frame.
- g. Consultant commits that all equipment used will be state of the art and owned by Consultant. The equipment is portable and easily set up by Consultant's staff.
- h. Consultant will bring portable exam tables as well as all the equipment necessary to completely provide the comprehensive medical and fitness exams, except that the Client will provide the treadmill and secure wireless internet access. Consultant will provide the following specific equipment:
 - i. Ultrasound Unit: GE Logiq eR9
 - ii. ECG Stress Unit: GE CardioSoft
 - iii. Spirometer: Cosmed microQuark USB
 - iv. Audiometry Equipment: Maico audiometer with sound-resistant headphones (soundproof booth not included)

4. Reporting

- a. Consultant will provide employees copies of examination and test results through Consultant's Patient Portal on the day of their exam.

5. Insurance

- a. See Contract between the parties, page 6, section XIV. INSURANCE.

6. Billing and payment

- a. See Contract between the parties, page 2, section III. COMPENSATION. b. Invoices will be itemized to reflect the services provided. Care will be taken to minimize personally identifiable information to maintain patient confidentiality in any invoices provided to Client. Invoiced services will be at the rates indicated in Exhibit B.



2025 QUOTE

Jeff Smith, Chief

Date: November 21, 2024 Orange Beach Fire & Rescue Department
25855 John Snook Drive
Orange Beach, AL 36561

Dear Chief Smith,

Thank you for choosing VITALExam to provide your department with our comprehensive physical examinations in 2025. Based on my conversation with you and Chief Bauer, I have included the pricing for the services we discussed. We are also happy to provide the same services and pricing to family members and other invitees of your team as scheduling permits.

Selected Services	Price
Comprehensive NFPA 1582 Fit-for-Duty Exams and Cancer Screenings	\$665
Hepatitis B Immunity Status	
Apolipoprotein Assessment	
TOTAL COST FOR 90 EXAMS	\$59,850

VITALExam values your consideration for delivering integrative, comprehensive physicals to your department. We strive to foster a trusting rapport founded by our clinical expertise and passion to improve the physical and mental vitality of your firefighters!

I look forward to the opportunity to answer any questions you may have. Thank you!

Respectfully,



Dr. Marci Vitale, DNP, FNP-BC, AGACNP-BC
Nurse Practitioner
Founder & CEO



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution declaring certain personal property owned by the City of Orange Beach as surplus and unneeded and authorizing the Mayor and City Clerk to dispose of such property.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Declare Surplus Miscellaneous

RESOLUTION NO. 24-xxx

**A RESOLUTION DECLARING CERTAIN PERSONAL PROPERTY
OWNED BY THE CITY OF ORANGE BEACH AS SURPLUS AND UNNEEDED
AND AUTHORIZING THE MAYOR AND CITY CLERK TO
DISPOSE OF SUCH PROPERTY**

FINDINGS:

1. That the following personal property owned by the City of Orange Beach, Alabama, is no longer needed for public or municipal purposes:

DEPARTMENT	ITEM DESCRIPTION	QTY	NOTES
ADMIN / LOGISTICS	2006 CHEVROLET SILVERADO PICKUP TRUCK (#114)	1	VIN 3GCEK14V46G189428, BAD ENGINE
ADMIN / LOGISTICS	2006 CHEVROLET TRAILBLAZER SUV (#264)	1	VIN 1GNDS13SX62306965
ADMIN / LOGISTICS	TABLE SAW	1	BAD MOTOR
ART CENTER	CREATIVE INDUSTRIES CLAY BOSS KILN	1	
ART CENTER	LIGHT BOX	1	
ART CENTER	METAL WORKSTATION DESK	1	
ART CENTER	PACIFICA GT 400 KILN	1	
ART CENTER	ROLLING OFFICE CHAIRS	1	SHOWING WEAR AND TEAR
ART CENTER	METAL ROLL UP DOORS	23	6'4" X 7'
CITYWIDE	MISCELLANEOUS A/V EQUIPMENT	LOT	ANALOG SOUND BOARDS, CORDS
CITYWIDE	MISCELLANEOUS OFFICE EQUIPMENT	LOT	DESK RISERS, PROJECTOR, BOARDS
CITYWIDE	MISCELLANEOUS OFFICE FURNITURE	LOT	DESKS, CHAIRS, FILING CABINETS, TABLES, BENCHES, BOOKSHELVES
CITYWIDE	MISCELLANEOUS SECURITY CAMERAS	LOT	
CITYWIDE	MISCELLANEOUS FIXTURES AND FURNITURE	LOT	FROM PURCHASED HOMES AND FACILITY RENOVATIONS
COASTAL RESOURCES	1997 FORD EXPEDITION (#100)	1	VIN 1FMFU18L6VLB60694, MILEAGE: 189,515, POOR CONDITION
COASTAL RESOURCES	2004 FORD F150 4X4 PICKUP TRUCK (#305)	1	VIN 2FTRX18W24CA13381
COASTAL RESOURCES	2005 DODGE CARAVAN (#751)	1	VIN 1D4GP25E95B320572, MILEAGE: 80,059, POOR CONDITION & TRANSMISSION ISSUES
COASTAL RESOURCES	2015 SUZUKI 140 BOAT MOTOR	1	
COASTAL RESOURCES	2016 JEEP WRANGLER (#337)	1	VIN 1C4BJWDG2GL101257
COASTAL RESOURCES	2017 HONDA SXS700M2H UTV (#380)	1	VIN 1HFVE0221H4301246, BAD ENGINE
COASTAL RESOURCES	2018 KAWASAKI JET SKI (#475)	1	HULL ID #US-KAW50269J718

COASTAL RESOURCES	2018 KAWASAKI JET SKI (#476)	1	HULL ID #US-KAW50437K718
COASTAL RESOURCES	ANIMAL PLASTICS SNAKE TERRARIUMS	LOT	VARIOUS SIZES
COASTAL RESOURCES	BOOM	LOT	
COASTAL RESOURCES	EATON 600 VOLT 3 PHASE TERMINATION BOX	1	
COASTAL RESOURCES	HEATED PRESSURE WASHER	1	
COASTAL RESOURCES	HONDA 20HP OUTBOARD BOAT MOTOR	1	SERIAL #BAMJ1601084
COASTAL RESOURCES	PATRIOT SKIFF W/ HONDA OUTBOARD BOAT MOTOR	1	HULL ID #KBY00157C304, SERIAL #BALJ1102576
COASTAL RESOURCES	SUNFISH SAILBOAT HULLS	3	VARYING DEGREES OF FIBERGLASS DAMAGE, TWO PRE-1971, ONE 1971-1987 MODEL
COASTAL RESOURCES	TIGER BOOM MOWER RBF 130 MODEL 90 473 14	1	SERIAL #B143956
COMMUNITY DEVELOPMENT	RESIDENTIAL ENTRY GATES	2	TAYLOR HOUSE SURPLUS
EXPECT EXCELLENCE	VOLLEYBALL 6-POLE EQUIPMENT TRANSPORT CART	1	
FIRE	1999 HANNAY P56AN239 HOSE REELS WITH HOSE	1	SERIAL #06MAR02AK
FIRE	1999 HONDA GAS EXTRICATION PUMPS	LOT	
FIRE	1999 HURST 30" EXTENSION RAM WITH KIT	1	
FIRE	1999 HURST JL27 SPREADER	1	
FIRE	1999 HURST O-150 CUTTER	1	
FIRE	1999 PUMP HOSES	LOT	
FIRE	2000 1500 GPM PUMPER AMERICAN EAGLE E-1 TRUCK (#433)	1	VIN 4ENRAAA87Y1001912
FIRE	2002 FORD EXCURSION SUV (#445)	1	VIN 1FMNU40L52ED63231
FIRE	2003 ENCLOSED 8X24 TRAILER	1	VIN 1T9CE24223J546619
FIRE	2006 AEG ELECTRIC EXTRICATION PUMP	1	
FIRE	2006 CHEVROLET TRAILBLAZER (#452)	1	VIN 1GNDT13S762241960
FIRE	2006 HANNAY P56AN250 HOSE REELS WITH HOSE	1	SERIAL #01SEP06AK
FIRE	2010 POLARIS RANGER CREW ATV (#405)	1	VIN 4XAWH7648A2162255
FIRE	2016 HONDA PIONEER SXS700M2G UTV (#470)	1	VIN 1HFVE0222G4200232
FIRE	2022 KAWASAKI JET SKI ULTRA LX (#494)	1	HULL ID #US-KAW50514J122, MILEAGE: 390
FIRE	2023 KAWASAKI JET SKI ULTRA LX (#499)	1	HULL ID #US-KAW10290J223, MILEAGE: 261, INOPERABLE DUE TO MECHANICAL FAILURE
FIRE	8' TABLES	10	

FIRE	COOKING PERFORMANCE GROUP STANDEX E SERIES RANGE	1	MODEL #60CPG6BRG24S26N, SERIAL #992271608008, 60" L x 30" W x 58" H
FIRE	G6 CUTTER	1	SERIAL #023732
FIRE	RAM WITH EXTENSION	1	SERIAL #023563
FIRE	RESQTEC X4 32" SPREADER	1	
P&R / FITNESS CENTER	AEROBIC EXERCISE PLATFORM STEPPERS	24	
P&R / FITNESS CENTER	GYM TV STANDS	8	
P&R / FITNESS CENTER	HEAVY BAG ARMS	5	
P&R / FITNESS CENTER	LARGE PILATES BALLS	17	
P&R / FITNESS CENTER	SMALL HAND WEIGHTS WITH RACK	2	2 RACKS OF ASSORTED 1 LB. - 9 LB. RUBBER COATED HAND WEIGHTS
P&R / FITNESS CENTER	SYNERGEE WEIGHT RACK	2	
P&R / FITNESS CENTER	WEIGHTLIFTING BARS	11	
P&R / GOLF CENTER	COFFEE TABLE	1	
P&R / GOLF CENTER	COUCHES	2	
P&R / SENIOR CENTER	BLUE DIAMOND TRUMATIC TM-23-3 KILN	1	
P&R / SENIOR CENTER	CERAMIC MOLDS	LOT	
P&R / SENIOR CENTER	ORTON/JEN-KEN KILN	1	
P&R / SENIOR CENTER	POOL TABLE	1	
P&R / SPORTSPLEX	2006 EZ-GO GOLF CART #18	1	SERIAL #2575706, MISSING PARTS
P&R / SPORTSPLEX	2006 TORO VERSA RAKE VACUUM (#844)	1	SERIAL #260000149 / 260000161
P&R / SPORTSPLEX	2007 TORO WORKMAN 2110 ATV (#814)	1	SERIAL #260000365, BAD ENGINE
P&R / SPORTSPLEX	2013 AGRIMETAL TURFVAC 4000 (#851)	1	SERIAL #33282
P&R / SPORTSPLEX	ASSORTED GYM LIGHTING	LOT	
P&R / SPORTSPLEX	ASSORTED STADIUM LIGHTS	LOT	
P&R / SPORTSPLEX	SOCCER GOALS	16	POOR CONDITION
P&R / TENNIS CENTER	OUTDOOR METAL PICNIC TABLES	8	HALF ARE RUSTED OUT
POLICE	2014 CHEVROLET 4X4 TAHOE (#244)	1	VIN 1GNSK2E08ER126589, MILEAGE: 188,000
POLICE	2016 JEEP WRANGLER (#237)	1	VIN 1C4BJWDG8GL221919, BAD ENGINE
POLICE	2016 SUNRAY 390 TRAILER MOUNTED SOLAR MESSAGE SIGN (#210)	1	VIN 1N9MC1413GF272258

POLICE	2017 CHEVROLET TAHOE (#228)	1	VIN 1GNLCDEC0HR265983, MILEAGE: 75,000, BAD TRANSMISSION
POLICE	2017 CHEVROLET TAHOE (#229)	1	VIN 1GNLCDECXHR270530, MILEAGE: 105,000, BAD TRANSMISSION
POLICE	2017 CHEVROLET TAHOE (#231)	1	VIN 1GNLCDECXHR267272, MILEAGE: 120,000, BAD TRANSMISSION
POLICE	2018 CHEVROLET TAHOE SUV (#270)	1	VIN 1GNSKDECXJR369076, BAD TRANSMISSION
POLICE	2005 FORD EXPLORER SPORT TRAC (#253)	1	VIN 1FMZU67K95UB28285, MILEAGE: 170,000, MECHANICAL ISSUES
PUBLIC WORKS	2001 CHEVROLET SILVERADO PICKUP TRUCK (#760)	1	VIN 1GCEC14W01Z264480
PUBLIC WORKS	2004 FORD F150 PICKUP TRUCK (#790)	1	VIN 2FTRF17W04CA50286
PUBLIC WORKS	2006 CHEVROLET TAHOE SUV (#701)	1	VIN 1GNEK13Z16R134334, POOR CONDITION
PUBLIC WORKS	2008 FORD F250 SUPER DUTY PICKUP TRUCK (#728)	1	VIN 1FDSX20558EC13760
PUBLIC WORKS	2013 JOHN DEERE 1565 ENCLOSED FRONT MOWER (#7103)	1	VIN TC1565DJD120294, DOES NOT RUN, NO DECK, USED FOR PARTS
PUBLIC WORKS	2017 JOHN DEERE 1575 MOWER (#726)	1	VIN TC1575VTHS031069, DOES NOT RUN, NO DECK, BAD PUMP
PUBLIC WORKS	2017 JOHN DEERE 1575 MOWER (F/A #617)	1	VIN 1TC1575VCHS031062, DOES NOT RUN, NO DECK, USED FOR PARTS
PUBLIC WORKS	BUFFALO CKB3 BLOWER	1	SERIAL #13992
PUBLIC WORKS	EZ-GO TXT GOLF CART	1	
PUBLIC WORKS	EZ-GO TXT GOLF CART	1	
PUBLIC WORKS	ONAN 45.0EM-15R GENERATOR	1	
PW / REFUSE	2017 HONDA SXS700M2H UTV (#951)	1	VIN 1HFVE0222H4300798, USED FOR PARTS
PW / REFUSE	2020 HONDA SXS700M2 PIONEER UTV (#954)	1	VIN 1HFVE0296L4600169, USED FOR PARTS
UTILITIES	2001 CASE TL60 WALK BEHIND TRENCHER (#602)	1	SERIAL #JAF0317060
UTILITIES	2002 VERMEER V4150A TRENCHER (#696)	1	VIN 1VRP082R521001134, POOR CONDITION

2. Section 11-43-56 of the Code of Alabama of 1975 authorizes the municipal governing body to dispose of unneeded personal property.

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

1. That the aforementioned personal property owned by the City of Orange Beach, Alabama, is not needed for public or municipal purposes;
2. That the Mayor and City Clerk are hereby authorized and directed to dispose of the surplus property, as described above, on behalf of the City of Orange Beach, Alabama, by appropriate legal methods;
3. That the proceeds derived from such disposal shall be deposited in the General Fund of the City of Orange Beach; and

4. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for Canal Road Sidewalks from Oak Street to William Silvers Parkway to PL Russell LLC in an amount not to exceed \$386,898.94.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Award Bid Canal Road Sidewalks Oak Street to William Silvers Parkway
2. 2024-1206 Canal Road Sidewalks Oak Street to William Silvers Parkway - Certified Tab
3. 2024-1206 Canal Road Sidewalks Oak Street to William Silvers Parkway - Engineer Recommendation

RESOLUTION NO. 24-xxx

**A RESOLUTION AWARDED THE BID FOR
CANAL ROAD SIDEWALKS FROM OAK STREET TO WILLIAM SILVERS PARKWAY TO
PL RUSSELL LLC
IN AN AMOUNT NOT TO EXCEED \$386,898.94**

FINDINGS:

1. Bids for Canal Road Sidewalks (ALDOT TAP Project No. TAPAA-TA21(912)) were received and opened on December 5, 2024.
2. The Project Engineer has recommended award to the lowest bid meeting specifications from PL Russell LLC.
3. City Council finds that the lowest responsible bid was submitted by PL Russell LLC in the amount of \$386,898.94.

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

1. That the bid for Canal Road Sidewalks, as specified by the bid documents, is awarded to PL Russell LLC in an amount not to exceed \$386,898.94 contingent upon approval by the Alabama Department of Transportation (ALDOT);
2. That the City Council authorizes the Mayor and City Clerk to execute and attest, respectively, a contract between the City of Orange Beach and PL Russell LLC, subject to final review by the City Attorney; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk



Project Number: City Requisition No. 2024-1205
Project Description: TAPAA-TA21(912) Sidewalks along SR-180 (Canal Road)

Bid Opening Date/Time: Friday, December 5, 2024, at 11:00 AM
Bid Opening Location: City Hall Municipal Complex

CERTIFIED BID TABULATION



					1		2		3		4		5	
					PL Russell LLC 251 Saint Anthony St Mobile, AL 36603 License No. 57754		C. Thornton, Inc. 12390 Airport Blvd. Mobile, AL 36608 License No. 18330		Wiregrass Construction Co Inc 1806 Wolf Ridge Road Mobile, AL 36618 License No. 5957		L&K Construction, LLC 24625 Mifflin Rd Elberta, AL License No. 555997		S.C. Stagner Contracting, Inc PO Box 1014 Saraland, AL 36571 License No. 38661	
LINE NO.	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
BASE BID														
1	201A-002	Clearing And Grubbing (Maximum Allowable Bid \$8,000 Per Acre)	Lump Sum	1	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
2	206C-000	Removing Concrete Sidewalk	Square Yard	25	\$ 42.16	\$ 1,054.00	\$ 30.00	\$ 750.00	\$ 31.66	\$ 791.50	\$ 20.00	\$ 500.00	\$ 33.00	\$ 825.00
3	206C-027	Removing Brick Pavement	Square Yard	33	\$ 42.16	\$ 1,391.28	\$ 30.00	\$ 990.00	\$ 23.98	\$ 791.34	\$ 25.00	\$ 825.00	\$ 25.00	\$ 825.00
4	206D-002	Removing Curb	Linear Foot	56	\$ 31.62	\$ 1,770.72	\$ 25.00	\$ 1,400.00	\$ 26.37	\$ 1,476.72	\$ 10.00	\$ 560.00	\$ 20.00	\$ 1,120.00
5	206D-003	Removing Curb And Gutter	Linear Foot	24	\$ 31.62	\$ 758.88	\$ 30.00	\$ 720.00	\$ 26.38	\$ 633.12	\$ 12.00	\$ 288.00	\$ 20.00	\$ 480.00
6	206D-005	Removing Gutter	Linear Foot	12	\$ 31.62	\$ 379.44	\$ 30.00	\$ 360.00	\$ 39.58	\$ 474.96	\$ 12.00	\$ 144.00	\$ 20.00	\$ 240.00
7	209A-000	Mailbox Reset, Single	Each	8	\$ 268.58	\$ 2,148.64	\$ 250.00	\$ 2,000.00	\$ 303.17	\$ 2,425.36	\$ 475.00	\$ 3,800.00	\$ 150.00	\$ 1,200.00
8	210A-000	Unclassified Excavation	Cubic Yard	25	\$ 30.54	\$ 763.50	\$ 22.00	\$ 550.00	\$ 56.63	\$ 1,415.75	\$ 18.00	\$ 450.00	\$ 30.00	\$ 750.00
9	210D-022	Borrow Excavation (Loose Truckbed Measurement)(A-2-4(0) or A-4(0))	Cubic Yard	265	\$ 8.44	\$ 2,236.60	\$ 25.00	\$ 6,625.00	\$ 81.43	\$ 21,578.95	\$ 25.00	\$ 6,625.00	\$ 83.50	\$ 22,127.50
10	214A-000	Structure Excavation	Cubic Yard	42	\$ 12.33	\$ 517.86	\$ 22.00	\$ 924.00	\$ 56.63	\$ 2,378.46	\$ 20.00	\$ 840.00	\$ 100.00	\$ 4,200.00
11	214B-001	Foundation Backfill, Commercial	Cubic Yard	5	\$ 65.11	\$ 325.55	\$ 162.00	\$ 810.00	\$ 437.02	\$ 2,185.10	\$ 146.31	\$ 731.55	\$ 162.50	\$ 812.50
12	516D-000	Pedestrian Bridge	Lump Sum	1	\$ 78,266.47	\$ 78,266.47	\$ 195,850.00	\$ 195,850.00	\$ 150,712.50	\$ 150,712.50	\$ 200,300.00	\$ 200,300.00	\$ 293,015.80	\$ 293,015.80
13	530E-000	12" Roadway Pipe (HDPE) (Extension)	Linear Foot	14	\$ 75.53	\$ 1,057.42	\$ 165.00	\$ 2,310.00	\$ 171.06	\$ 2,394.84	\$ 55.16	\$ 772.24	\$ 50.81	\$ 711.34
14	530E-001	15" Roadway Pipe (HDPE) (Extension)	Linear Foot	6	\$ 111.15	\$ 666.90	\$ 389.00	\$ 2,334.00	\$ 599.20	\$ 3,595.20	\$ 58.48	\$ 350.88	\$ 82.57	\$ 495.42
15	535A-301	18" Side Drain Pipe (Extension)	Linear Foot	84	\$ 93.26	\$ 7,833.84	\$ 115.00	\$ 9,660.00	\$ 97.16	\$ 8,161.44	\$ 5.00	\$ 420.00	\$ 70.88	\$ 5,953.92
16	600A-000	Mobilization	Lump Sum	1	\$ 57,888.18	\$ 57,888.18	\$ 30,000.00	\$ 30,000.00	\$ 84,215.50	\$ 84,215.50	\$ 28,930.33	\$ 28,930.33	\$ 40,000.00	\$ 40,000.00
17	618A-000	Concrete Sidewalk, 4" Thick	Square Yard	23	\$ 82.88	\$ 1,906.24	\$ 75.00	\$ 1,725.00	\$ 141.91	\$ 3,263.93	\$ 78.00	\$ 1,794.00	\$ 69.00	\$ 1,587.00
18	618A-001	Concrete Sidewalk, 6" Thick	Square Yard	1062	\$ 95.33	\$ 101,240.46	\$ 93.00	\$ 98,766.00	\$ 96.24	\$ 102,206.88	\$ 90.00	\$ 95,580.00	\$ 77.63	\$ 82,443.06
19	618B-003	Concrete Driveway, 6" Thick (Includes Wire Mesh)	Square Yard	40	\$ 98.89	\$ 3,955.60	\$ 98.00	\$ 3,920.00	\$ 164.64	\$ 6,585.60	\$ 110.43	\$ 4,417.20	\$ 81.19	\$ 3,247.60
20	618C-001	Detectable Warning Surface	Square Foot	230	\$ 47.21	\$ 10,858.30	\$ 45.00	\$ 10,350.00	\$ 33.60	\$ 7,728.00	\$ 32.00	\$ 7,360.00	\$ 31.63	\$ 7,274.90
21	618D-000	Curb Ramp	Square Yard	14	\$ 256.95	\$ 3,597.30	\$ 300.00	\$ 4,200.00	\$ 531.69	\$ 7,443.66	\$ 660.00	\$ 9,240.00	\$ 1,099.40	\$ 15,391.60
22	619A-000	12" Roadway Pipe End Treatment, Class 1	Each	1	\$ 768.61	\$ 768.61	\$ 1,650.00	\$ 1,650.00	\$ 1,113.00	\$ 1,113.00	\$ 1,200.00	\$ 1,200.00	\$ 862.50	\$ 862.50
23	619A-101	18" Side Drain Pipe End Treatment, Class 1	Each	1	\$ 860.04	\$ 860.04	\$ 2,200.00	\$ 2,200.00	\$ 1,669.50	\$ 1,669.50	\$ 2,000.00	\$ 2,000.00	\$ 1,127.00	\$ 1,127.00
24	620A-000	Minor Structure Concrete	Cubic Yard	11	\$ 355.16	\$ 3,906.76	\$ 3,000.00	\$ 33,000.00	\$ 2,226.00	\$ 24,486.00	\$ 5,000.00	\$ 55,000.00	\$ 1,000.00	\$ 11,000.00
25	650A-000	Topsoil	Cubic Yard	238	\$ 18.59	\$ 4,424.42	\$ 30.00	\$ 7,140.00	\$ 70.92	\$ 16,878.96	\$ 25.00	\$ 5,950.00	\$ 30.00	\$ 7,140.00
26	654A-001	Solid Sodding (Bermuda)	Square Yard	2145	\$ 10.00	\$ 21,450.00	\$ 6.50	\$ 13,942.50	\$ 5.57	\$ 11,947.65	\$ 12.00	\$ 25,740.00	\$ 7.00	\$ 15,015.00
27	665A-000	Temporary Seeding	Acre	1	\$ 85.47	\$ 85.47	\$ 1,500.00	\$ 1,500.00	\$ 1,001.70	\$ 1,001.70	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00



Project Number: City Requisition No. 2024-1205
Project Description: TAPAA-TA21(912) Sidewalks along SR-180 (Canal Road)

Bid Opening Date/Time: Friday, December 5, 2024, at 11:00 AM
Bid Opening Location: City Hall Municipal Complex

CERTIFIED BID TABULATION



					1		2		3		4		5	
					PL Russell LLC 251 Saint Anthony St Mobile, AL 36603 License No. 57754		C. Thornton, Inc. 12390 Airport Blvd. Mobile, AL 36608 License No. 18330		Wiregrass Construction Co Inc 1806 Wolf Ridge Road Mobile, AL 36618 License No. 5957		L&K Construction, LLC 24625 Mifflin Rd Elberta, AL License No. 555997		S.C. Stagner Contracting, Inc PO Box 1014 Saraland, AL 36571 License No. 38661	
LINE NO.	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
28	665B-001	Temporary Mulching	Ton	3	\$ 105.66	\$ 316.98	\$ 600.00	\$ 1,800.00	\$ 473.03	\$ 1,419.09	\$ 1,800.00	\$ 5,400.00	\$ 1,333.33	\$ 3,999.99
29	665E-000	Polyethylene	Square Yard	2145	\$ 0.51	\$ 1,093.95	\$ 2.00	\$ 4,290.00	\$ 1.67	\$ 3,582.15	\$ 2.50	\$ 5,362.50	\$ 2.00	\$ 4,290.00
30	665J-002	Silt Fence	Linear Foot	565	\$ 3.55	\$ 2,005.75	\$ 5.50	\$ 3,107.50	\$ 4.56	\$ 2,576.40	\$ 5.50	\$ 3,107.50	\$ 5.50	\$ 3,107.50
31	665L-000	Floating Basin Boom	Linear Foot	195	\$ 18.33	\$ 3,574.35	\$ 50.00	\$ 9,750.00	\$ 50.09	\$ 9,767.55	\$ 25.50	\$ 4,972.50	\$ 16.38	\$ 3,194.10
32	665O-001	Silt Fence Removal	Linear Foot	565	\$ 0.50	\$ 282.50	\$ 2.00	\$ 1,130.00	\$ 1.67	\$ 943.55	\$ 1.00	\$ 565.00	\$ 1.50	\$ 847.50
33	665P-005	Inlet Protection, Stage 3 Or 4	Each	1	\$ 75.00	\$ 75.00	\$ 540.00	\$ 540.00	\$ 500.85	\$ 500.85	\$ 98.00	\$ 98.00	\$ 613.80	\$ 613.80
34	665Q-002	Wattle	Linear Foot	220	\$ 9.78	\$ 2,151.60	\$ 15.00	\$ 3,300.00	\$ 10.30	\$ 2,266.00	\$ 12.00	\$ 2,640.00	\$ 8.00	\$ 1,760.00
35	680A-001	Geometric Controls	Lump Sum	1	\$ 8,516.01	\$ 8,516.01	\$ 4,000.00	\$ 4,000.00	\$ 9,451.59	\$ 9,451.59	\$ 45,000.00	\$ 45,000.00	\$ 8,000.00	\$ 8,000.00
36	703A-002	Traffic Control Markings, Class 2, Type A	Square Foot	3907	\$ 9.78	\$ 38,210.46	\$ 12.60	\$ 49,228.20	\$ 6.68	\$ 26,098.76	\$ 10.00	\$ 39,070.00	\$ 9.60	\$ 37,507.20
37	710A-153	Class 9, Aluminum Flat Sign Panels (Type XI Background)	Square Foot	66	\$ 29.33	\$ 1,935.78	\$ 28.80	\$ 1,900.80	\$ 26.71	\$ 1,762.86	\$ 30.00	\$ 1,980.00	\$ 28.80	\$ 1,900.80
38	710B-021	Roadway Sign Post (#3 U Channel, Galvanized Steel or 2 ", 14 Ga Square Tubular Steel)	Linear Foot	100	\$ 22.61	\$ 2,261.00	\$ 22.20	\$ 2,220.00	\$ 20.59	\$ 2,059.00	\$ 23.13	\$ 2,313.00	\$ 22.20	\$ 2,220.00
39	740B-000	Construction Signs	Square Foot	252	\$ 9.78	\$ 2,464.56	\$ 9.60	\$ 2,419.20	\$ 8.90	\$ 2,242.80	\$ 10.00	\$ 2,520.00	\$ 9.60	\$ 2,419.20
40	740D-000	Channelizing Drums	Each	100	\$ 0.01	\$ 1.00	\$ 52.80	\$ 5,280.00	\$ 48.97	\$ 4,897.00	\$ 55.00	\$ 5,500.00	\$ 52.80	\$ 5,280.00
41	740E-000	Cones (36 Inches High)	Each	50	\$ 0.01	\$ 0.50	\$ 18.00	\$ 900.00	\$ 16.70	\$ 835.00	\$ 18.75	\$ 937.50	\$ 18.00	\$ 900.00
42	740F-002	Barricades, Type III	Each	4	\$ 274.94	\$ 1,099.76	\$ 270.00	\$ 1,080.00	\$ 250.43	\$ 1,001.72	\$ 281.25	\$ 1,125.00	\$ 270.00	\$ 1,080.00
43	740I-002	Warning Lights, Type B	Each	4	\$ 91.65	\$ 366.60	\$ 90.00	\$ 360.00	\$ 83.48	\$ 333.92	\$ 93.75	\$ 375.00	\$ 90.00	\$ 360.00
44	742A-001	Portable Changeable Message Sign, Type 2	Each	2	\$ 2,215.33	\$ 4,430.66	\$ 5,400.00	\$ 10,800.00	\$ 2,641.57	\$ 5,283.14	\$ 5,625.00	\$ 11,250.00	\$ 5,400.00	\$ 10,800.00
45	TOTAL BID AMOUNT, BASE BID (ADD "TOTAL" COLUMN FIGURES FROM LINES 1 THROUGH 44):				\$ 386,898.94		\$ 540,782.20		\$ 550,577.00		\$ 595,034.20		\$ 618,125.23	

I hereby certify that sealed bids were received by the City, publicly openend and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this project.

NOTE: BOLD RED TEXT DENOTES CORRECTION DUE TO ERRORS OR DISCREPANCIES IN THE ORIGINAL BID


Charles Weber, P.E.
Thompson Engineering, Inc.





December 6, 2024

City of Orange Beach
ATTN: Renee Eberly, City Clerk/Procurement Officer
4099 Orange Beach Blvd
Orange Beach, AL 36561

RE: TAPAA-TA21(912) Sidewalks along SR-180 (Canal Road)
Engineer's Recommendation and Certified Bid Tabulation

Mayor and Council,

Thompson Engineering has evaluated the five (5) responsive bids that were received on December 5, 2024, for the construction of the subject project. After reviewing the bids, the lowest responsive and responsible bidder was PL Russell LLC. Please see attached for the certified bid tabulation for this project.

In addition to the bidders listed below, GreenCo Services LLC and CFR Services attended the pre-bid conference but did not submit bids.

The responsive bidders listed below submitted bids as follows:

1. PL Russell LLC submitted a total bid of \$386,898.94. There were no discrepancies found in their bid.
2. C. Thornton, Inc. submitted a total bid of \$540,782.20. There were no discrepancies found in their bid.
3. Wiregrass Construction Co Inc submitted a total bid of \$550,577.00. There were no discrepancies found in their bid.
4. L & K Construction LLC submitted a total bid of \$595,034.20. There were discrepancies found in the sub-total calculations for the amount bid on one item that also resulted in a discrepancy in their bid total.
5. S.C. Stagner Contracting, Inc. submitted a total bid of \$618,125.23.00. There were no discrepancies found in their bid.

The bracket estimate for this project was \$600,000 to \$750,000.

When reviewing for unbalanced total bids, the total range of bid amounts received was close with the exception of the lowest bidder PL Russell LLC. PL Russell's bid was 28% lower than the next responsive bidder and 31% lower than the engineer's cost estimate, which could indicate there were errors in their bid. When reviewing unbalanced unit bid prices, it was noted that PL Russell's unit price bid for a few items was significantly lower than the other bidders. These items include Excavation, Pedestrian Bridge, Minor Structure Concrete, Topsoil, Temporary Erosion Control and Temporary Traffic Control.

4830 Main Street, Ste. G-212
Orange Beach, AL 36561
251.378.6190 ph. / 251.666.6422 fax
www.thompsonengineering.com

A THOMPSON HOLDINGS, INC. COMPANY

December 6, 2024

The most significant price differences when considering total cost impacts for each bid item were for the Pedestrian Bridge and Minor Structure Concrete. Thompson reviewed these items with PL Russell and confirmed that there were no errors in these bid prices and took no exception to complete the work for these prices.

When reviewing for other unbalanced unit bid prices, it was noted that PL Russell's unit price bid for a few bid items was significantly higher than the other bidders. These items include Removal Items and Solid Sodding. However, no overruns are expected on these items that would result in a significant cost impact to the total bid.

Considering the above information, we recommend that the City of Orange Beach award this contract to the lowest responsive bidder PL Russell LLC in the total amount of \$386,898.94.

If you have any questions or need additional information, please do not hesitate to contact my office.

Sincerely,
THOMPSON ENGINEERING, INC.



Charles Weber, P.E.
Senior Project Manager

Enclosures



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for Two Personal Watercrafts with Two Single Trailers for the Fire Department to Chaves Brothers Management, LLC, in the amount of \$49,398.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Award Bid Two Personal Watercraft Fire
2. 2024-1129 Two Personal Watercraft for Fire - Bid Tab
3. 2024-1129 Two Personal Watercraft for Fire - Response Chaves Brothers

RESOLUTION NO. 24-xxx

**A RESOLUTION AWARDING THE BID FOR
TWO PERSONAL WATERCRAFTS WITH TWO SINGLE TRAILERS
FOR THE FIRE DEPARTMENT TO
CHAVES BROTHERS MANAGEMENT, LLC
IN THE AMOUNT OF \$49,398**

FINDINGS:

1. Bids for Two Personal Watercrafts with a Two Single Ski Aluminum Trailers for the Fire Department were received and opened on December 5, 2024.
2. The Fire Department has recommended award to the lowest bid meeting specifications from Chaves Brothers Management, LLC. A lower bid was received by Gulf Shores Power Sports, Inc., but the product submitted did not meet specifications.
3. City Council finds that the lowest responsible bid was submitted by Chaves Brothers Management, LLC, in the amount of \$49,398.00.

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

1. That the bid for Two Personal Watercrafts with Two Single Ski Aluminum Trailers for the Fire Department, as specified by the bid documents, is awarded to Chaves Brothers Management, LLC, in the amount of \$49,398.00;
2. That the Mayor is hereby authorized to approve payment to Chaves Brothers Management, LLC, in the amount of \$49,398.00 for Two (2) 2025 Kawasaki Ultra 160LX-S Jet Skis and Two (2) Single Ski Aluminum Trailers, as specified by the bid documents.
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 immediately upon its adoption.

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

BID TABULATION SHEET

Project Name: **TWO PERSONAL WATERCRAFTS AND TWO SINGLE SKI TRAILERS (FIRE)**
 Requisition No. **2024-1129**

Bid Date: **December 5, 2024**
 Bid Opening Time: **10:30 AM**

Bidder's Name	Chaves Brothers Management LLC	Gulf Shores Power Sports				
City, State	Boca Raton, FL	Gulf Shores, AL				
Affidavits	✓	✓				
Addenda Received	1 ✓	NO				
Notes	N/A	Yamaha VA 1900B				
Bid Amount TOTAL	\$49,398. ⁰⁰	\$36,644. ⁰⁰				

OPENED BY: *Taylor Reith*

TABULATED BY: *Taylor Reith*

WITNESS BY: *Philly*



BID FORM – TWO PERSONAL WATERCRAFTS AND TWO TRAILERS (FIRE RESCUE)

Item	Description	Qty	Unit Price	Extended Price
A	2025 Kawasaki Ultra 160LX-S Jet Ski – or equal Year: <u>2025</u> / Make: <u>Kawasaki</u> / Model: <u>Ultra 160LX-S</u>	2	\$ <u>21,199.00</u>	\$ <u>42,398.00</u>
B	Single Ski Aluminum Trailer, as specified Year: <u>2024/25</u> / Make: _____ / Model: <u>as specified</u>	2	\$ <u>3,000.00</u>	\$ <u>6,000.00</u>
C	Delivery: FOB Destination, City of Orange Beach			\$ <u>1,000.00</u>
BID TOTAL				\$ <u>49,398.00</u>

Days to Deliver after Receipt of Purchase Order: up to 60 days

Warranty Description: Manufacturer Warranty - 12 months

Warranties shall be provided in writing and shall specify any and all exclusions, including products and services. If such warranties are provided at additional cost, the incremental cost must be so specified. The procedure necessary to notify such warranty must be specified. Any additional charges relating to the utilization of the warranty provided must be specified.

Documentation:

Specifications for the proposed equipment must be attached to the bid.

City of
Orange Beach
A L A B A M A
Life is better here

The bidder acknowledges receipt of the following addenda covering revisions to the bid documents, and states that the costs, if any, of such revisions have been included in the base bid and other prices quoted herein:

Addendum No. 1 Dated: 12/2/2024
Addendum No. _____ Dated: _____

Note: If no addenda have been received, write in "none."

Chaves Brothers Management, LLC

Company Name

300 SW 8th St #17

Street Address

Boca Raton, FL 33432

City, State, Zip

85-0716337

Federal Employer ID No. (if no FEIN, enter SSN)

Tyler Chaves

Company Representative

Managing Member

Title

973-224-9955

Phone

sales@govprocurement.net

Email

I/we agree to furnish at the prices shown and guarantee that each offered will meet or exceed all specifications, terms and conditions, and requirements listed. This is the total price and includes all delivery or freight charges to the City of Orange Beach. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the bidder. I herein affirm that I have not been in any agreement or collusion among bidders in restraint of competition to bid at a fixed price or to refrain from bidding otherwise. By signing this contract, the company represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS DAY OF

November 30th, 2024

[Signature]

Notary Public

9/19/2028

Commission Expires

Chaves Brothers Management, LLC

Company Name

300 SW 8th St #17

Mail Address

Boca Raton, FL 33432

City, State, Zip

973-224-9955

Phone Including Area Code

[Signature]
Authorized Signature (INK)

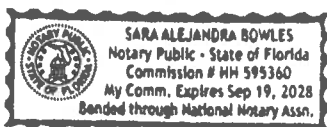
Tyler Chaves

Typed Authorized Name

Managing Member

Title

Fax Number



PAGES 3 & 4 MUST BE RETURNED IN SEALED BID

ITB – Two Personal Watercrafts and Two Single Ski Trailers (Fire Rescue)

Requisition No. 2024-1129

Page 4/11

BID SPECIFICATIONS

A. Scope of Work

The successful bidder shall provide Two (2) New and Unused Personal Watercrafts and Two (2) Single Ski Trailers per the following bid specifications to the Orange Beach Fire Department. Lump sum bid pricing shall be firm, net, delivered pricing to include the cost of all equipment, title fees, service and/or handling and shipping charges. The City of Orange Beach is tax exempt.

B. Use of Brand Names in Bid

The use of any brand name and/or product numbers is to establish industry standards and minimum specifications. Other brands may be considered for review if detailed product information and specifications outlining any and all differences are included in the bid.

C. Minimum Specifications

These specifications shall be construed as minimum. Should manufacturer's current published data or specifications exceed these, such standards shall be considered minimum and furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.

1. MAKE AND MODEL

Two (2) New and Unused 2025 Kawasaki Ultra 160LX-S Jet Skis – or Equal

FEATURES

Engine:	4-stroke, DOHC, 4 valves per cylinder, 4-cylinder inline
Displacement:	1,498cc
Bore x Stroke:	83.0 x 69.2mm
Compression Ratio:	10.6:1
Induction	Naturally aspired
Cooling System:	Inducted water
Fuel System:	DFI with 60mm throttle body
Ignition:	TCBI with digital advance
Starting System:	Electric
Propulsion System:	155mm jet pump, axial-flow, single stage
Impeller:	3-blade, oval-edge stainless steel
Electronic Rider Aids:	Power Modes, Smart Reverse with Deceleration
Lubrication:	Semi-dry sump system
Coupling:	Direct drive from engine
Oil Capacity:	5.8 quarts
Fuel Capacity:	21.1 gallons
Load Capacity:	496 pounds
Storage Capacity:	44.5 gallons

KEY FEATURES

Must be naturally aspirated. No turbo or supercharger.

2. MAKE AND MODEL

Two (2) New and Unused Triton Trailers, Wave 1 Model – or Equal

MINIMUM TRAILER REQUIREMENTS

1. Two (2) Single Ski Aluminum Trailers, Wave 1 – Suitable for use with the proposed personal watercrafts
2. Alabama DOT approved tail light and turn signal assembly, in working order
3. All aluminum construction
4. Infinite slide adjustable bunks

5. Infinite slide adjustable bow stops
6. Galvanized leaf spring axles
7. Tire and Wheel: 06509 4.80 x 12C Galvanized
8. Sealed LED lights
9. Built in circulating grease system in hubs

D. Certificates of Origin

Certificates of Origin should be issued to:

City of Orange Beach
PO Box 458 / 4099 Orange Beach Boulevard
Orange Beach, AL 36561

E. Delivery

Delivery terms shall be FOB destination, freight prepaid and allowed. Deliver to Address:

City of Orange Beach
Fire Station #1
25855 John Snook Drive
Orange Beach, Alabama 36561

F. Documentation

The successful bidder shall include all documents, manuals, parts lists, and other printed material relating to the operation and maintenance of the equipment with the delivery of the vehicle. Digital format is acceptable.

G. Business License Requirements

If delivering into City limits, the successful bidder will be required to have an Orange Beach Business License. Contact the Orange Beach Finance Department at 251-981-6096 for a quote or any additional information. A business license for the vendor is not required if third party shipping is used.

AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR

State of FL

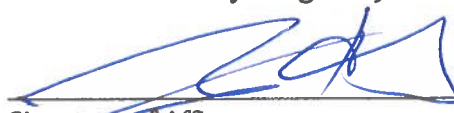
County of Palm Beach

Before me, a notary public, personally appeared Tyler Chaves (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the City of Orange Beach, Alabama, I hereby attest that in my capacity as Managing Member (state position) for Chaves Brothers Management, LLC (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

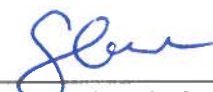
(Attach documentation establishing that business entity/employer/contractor is enrolled in the E-Verify Program.)



Signature of Affiant

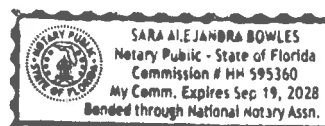
Sworn to and subscribed before me this 2nd day of December, 2024.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.



Signature and Seal of Notary Public

My Commission Expires: 9/19/2028



TWO PERSONAL WATERCRAFTS AND TWO SINGLE SKI TRAILERS (FIRE RESCUE)

INVITATION TO BID – REQUISITION NO. 2024-1129

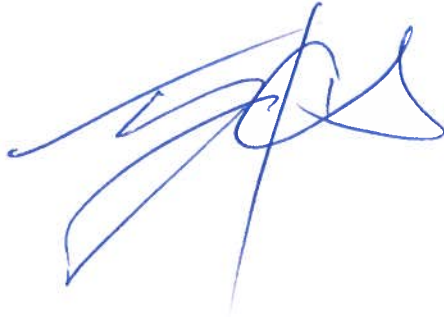
ADDENDUM NO. ONE (1) – DATED November 5, 2024

The information given in this addendum is in addition to or supersedes conflicting information to the invitation to bid and is hereby made a part of the request.

Change Bid Opening date:

The bid opening date is to be changed from November 28, 2024 at 10:30 to December 5, 2024 at 10:30 A.M.

Please be sure to acknowledge receipt of this addendum on your bid form.





**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for Solar Powered Trailers to Rural Power Systems Inc. in the amount of \$28,999 for one solar powered trailer.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Award Bid Solar Powered Trailer
2. 2024-1205 Three Solar Powered Trailers - Bid Tab
3. 2024-1205 Three Solar Powered Trailers - Response Rural Power Systems

RESOLUTION NO. 24-xxx

**A RESOLUTION AWARDING THE BID FOR
SOLAR POWERED TRAILERS TO RURAL POWER SYSTEMS INC.
IN THE AMOUNT OF \$28,999 FOR ONE SOLAR POWERED TRAILER**

FINDINGS:

1. Bids for Three Solar Powered Trailers were received and opened on December 5, 2024.
2. The Procurement Officer has recommended award to the lowest bid meeting specifications from Rural Power Systems Inc.
3. City Council finds that the lowest responsible bid was submitted by Rural Power Systems Inc. and has chosen to purchase one trailer in the amount of \$28,999.

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

1. That the bid for Solar Powered Trailers, as specified by the bid documents, is awarded to Rural Power Systems Inc. in the amount of \$28,999.00 to purchase One (1) Solar Powered Trailer;
2. That the Mayor is hereby authorized to approve payment to Rural Power Systems Inc. in the amount of \$28,999.00 for One (1) Solar Sun Titan Power Trailer, as specified by the bid documents.
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 immediately upon its adoption.

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

BID TABULATION SHEET

Project Name: **THREE SOLAR POWERED TRAILERS**
 Requisition No. **2024-1205**

Bid Date: **December 5, 2024**
 Bid Opening Time: **10:15 AM**

Bidder's Name	Rural Power Systems Inc.					
City, State	Woodland, CA					
Affidavits	✓					
Addenda Received	N/A					
Notes	N/A.					
Bid Amount TOTAL	\$86,997.00					

OPENED BY: *Janel Rohn*

TABULATED BY: *Janel Rohn*

WITNESS BY: *Philly*

BID FORM – SOLAR POWERED TRAILERS

QTY	Description	Unit Price	Extended Price
3	Three (3) New and Unused Solar Powered Trailers, as specified and delivered	\$ <u>27,984.00</u>	\$ <u>83,952.00</u>
	Delivery: FOB Destination, City of Orange Beach	\$ <u>1,015.00</u>	\$ <u>3,045.00</u>
BID TOTAL			\$ <u>86,997.00</u>

Days to Deliver after Receipt of Purchase Order: 20 Business Days

Warranty

Manufacturer warranties shall be provided in writing and shall specify any and all exclusions, including parts and labor. If such warranties are provided at additional cost, the incremental cost must be so specified. The procedure necessary to notify such warranty must be specified. Any additional charges relating to the utilization of the warranty provided must be specified.

Documentation:

Specifications for the proposed trailers must be attached to the bid.

City of
Orange Beach
A L A B A M A
Life is better here

The bidder acknowledges receipt of the following addenda covering revisions to the bid documents, and states that the costs, if any, of such revisions have been included in the base bid and other prices quoted herein:

Addendum No. None

Dated: _____

Addendum No. _____

Dated: _____

Note: If no addenda have been received, write in "none."

Rural Power Systems Inc.

Company Name

40250 County Road 27

Street Address

Woodland, CA 95776

City, State, Zip

83-303 6039

Federal Employer ID No. (if no FEIN, enter SSN)

Michael Ragsdale

Company Representative

President

Title

888-637-4493

Phone

sales@ruralpowersystems.com

Email

I/we agree to furnish at the prices shown and guarantee that each offered will meet or exceed all specifications, terms and conditions, and requirements listed. This is the total price and includes all delivery or freight charges to the City of Orange Beach. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the bidder. I herein affirm that I have not been in any agreement or collusion among bidders in restraint of competition to bid at a fixed price or to refrain from bidding otherwise. By signing this contract, the company represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS DAY OF

Dec. 3, 2024

Rural Power Systems Inc.

Company Name

40250 County Road 27

Mail Address

Woodland, CA 95776

City, State, Zip

888-637-4493

Phone Including Area Code

[Signature]

Authorized Signature (INK)

Michael Ragsdale

Typed Authorized Name

President

Title

N/A

Fax Number

[Signature]

Notary Public

10/07/2024

Commission Expires

SEE ATTACHED FOR NOTARY PUBLIC

PAGES 3 & 4 MUST BE RETURNED IN SEALED BID

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Yolo

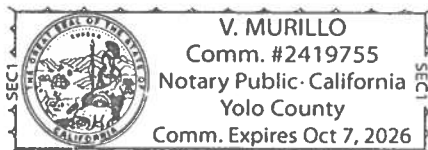
Subscribed and sworn to (or affirmed) before me on
this 3rd day of December, 2024, by
Date Month Year

(1) Michael Ragsdale

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.

Signature 
Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Form - Solar Powered Trailers

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR

State of California

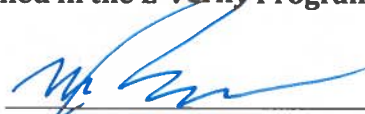
County of Yolo

Before me, a notary public, personally appeared Michael Ragsdale (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the City of Orange Beach, Alabama, I hereby attest that in my capacity as President (state position) for Rural Power Systems Inc. (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

(Attach documentation establishing that business entity/employer/contractor is enrolled in the E-Verify Program.)



Signature of Affiant

Sworn to and subscribed before me this 3rd day of December, 2024.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.



Signature and Seal of Notary Public

SEE ATTACHED FOR NOTARY PUBLIC

My Commission Expires: 10/07/2024

My Company Account

New



Modernize
the
employment
eligibility
verification
process
today!

[Learn More](#)

Enable E-Verify+

My Company Profile

Company Information

Company Name

Rural Power Systems Inc.

Doing Business As (DBA) Name

Company ID

2580330

Enrollment Date

Dec 02, 2024

Employer Identification Number (EIN)

Unique Entity Identifier (UEI)

833036039

DUNS Number

NAICS Code

115

Subsector

Support Activities for Agriculture and Forestry

Total Number of Employees

20 to 99

Sector

Agriculture, Forestry, Fishing and Hunting

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

40250 County Road 27
Woodland, CA 95776

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)



CALIFORNIA JURAT

GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

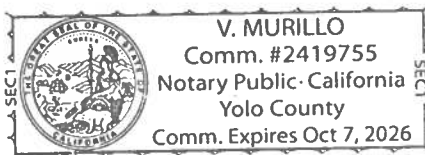
State of California

County of Yolo

Subscribed and sworn to (or affirmed) before me on
this 3rd day of December, 2024, by
Date Month Year

(1) Michael Ragsdale

(and (2) _____),
Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Affidavit of Contractor or Direct Vendor

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RPS SOLAR PUMPS

Quote #D65528
Sep 25, 2024

SHIPPING ADDRESS	CUSTOMER	PAYMENT
Chris Litton	Chris Litton	Pay online
AL 36561	AL 36561	SHIPPING METHOD
United States	United States	Shipping
Tel. +12517471646		

ITEMS	PRICE	QTY	ITEM TOTAL
 Sun Titan™ Power Trailer by Back40 - New 2024 SUN TITAN L20	\$43,999.00 \$28,999.00	3	\$86,997.00
 60RPS15 1.5 HP AC Pump	\$1,152.99	3	\$3,458.97

Discount Free Shipping/Free Pumps Bulk Order	-\$6,503.97
Subtotal	\$83,952.00
Shipping	\$3,045.00
TOTAL (USD)	\$86,997.00

Thank you for shopping with us!

RPS Solar Pumps
40250 County Rd 27, Woodland, CA, 95776, United States
shipping@ruralsolarsystems.com
shop.rpsolarpumps.com

Notes:
Created by: Haley

Place order to reserve your pump and lock in sale pricing.
1) Click 'Complete Order' link in your email to process credit card online
2) Call anyone on the team at 888-637-4493 with your credit card
3) Mail a check with this quote number to Rural Power Systems Inc, 40250 County Rd 27, Woodland CA 95776

RPS WATER PUMPS

ST Pump Series

SUBMERSIBLE PUMP SERIES | 5 - 300 GPM, ½ - 5 HP, 60 Hz

Specifications

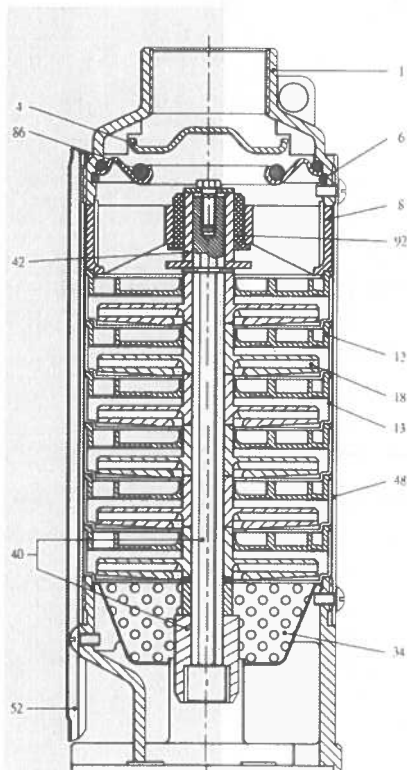
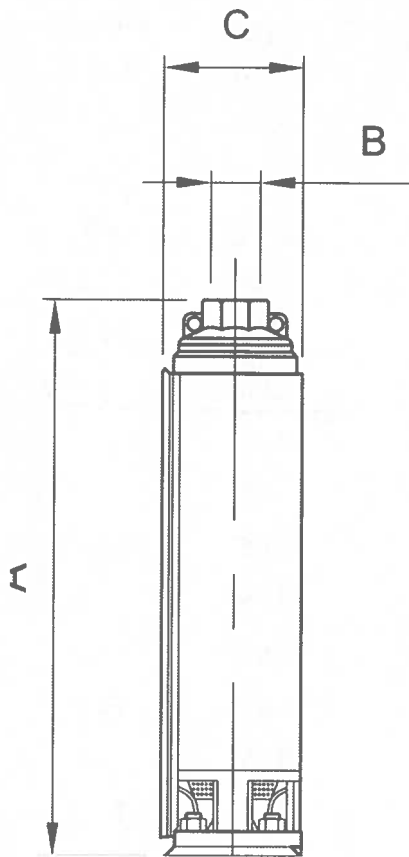
Voltage Range	110V / 220V / 230V / 240V
Frequency	60 Hz
RPM	3450
Angles of Operation	Vertical (upright) or Horizontal (90 deg)
Liquid Characteristics	pH 5 to 9, Maximum temperature 86F Sand Content: <150g/m ³ for centrifugal
Rotation	CCW
Minimum Well Size	4" (Pump OD 3.85")
Mounting	NEMA Standard Dimensions
Protection Class	IP 68
Max Submersion	656ft
Backflow Preventer	304 SS All Models
Certifications	CSA, ANSI 61/372 Drinking Water NSF Compliant

Hermetically sealed stator, Pressure equalizing diaphragm, Removable wire connector, Field serviceable pump ends, Laser welded stainless housing

Solar Compatibility

All RPS Water Pumps can be retrofitted to be powered off of solar panels. The retrofit requires an RPS Solar Pumps VFD controller for operation.

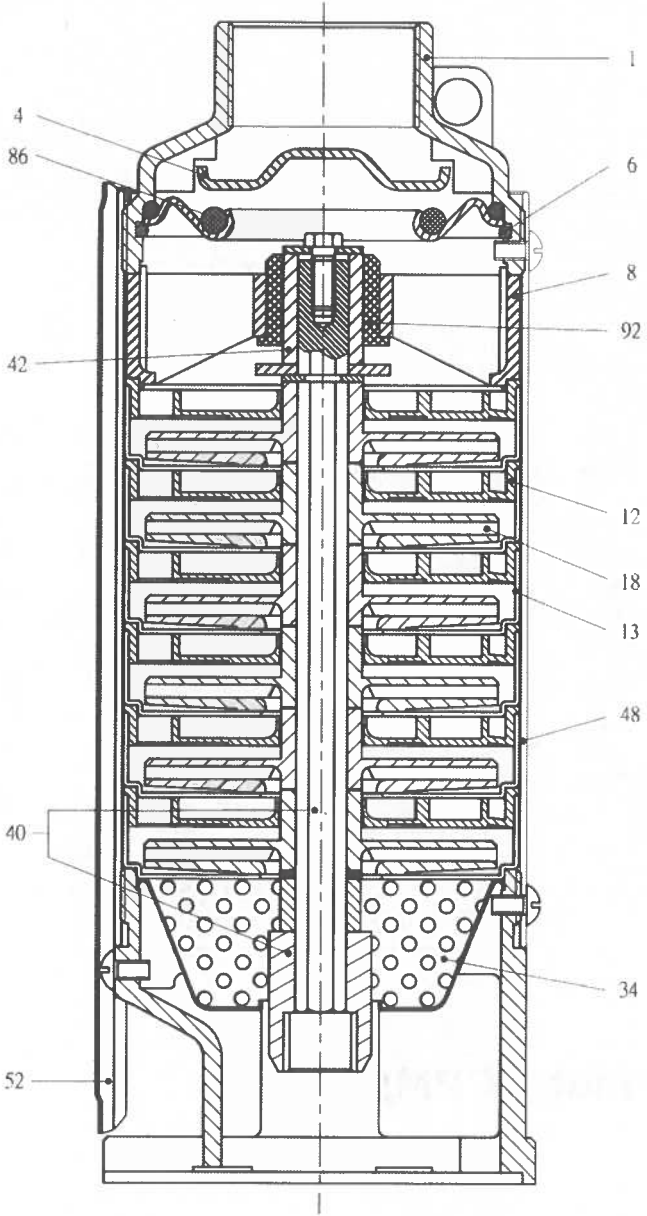
Pump Ends



Model	Stages	A (in) Length	B (in) FNPT	C (in) Diameter	Weight (lbs)
05RPS05	12	14.13	1-1/4"	3.86"	7.9
05RPS07	15	16.18	1-1/4"	3.86"	9.0
05RPS10	20	19.65	1-1/4"	3.86"	10.8
05RPS15	26	25.28	1-1/4"	3.86"	12.8
05RPS20	33	31.31	1-1/4"	3.86"	18.3
07RPS05	10	12.99	1-1/4"	3.86"	7.3
07RPS07	13	15.15	1-1/4"	3.86"	8.4
07RPS10	17	17.91	1-1/4"	3.86"	9.9
07RPS15	22	21.45	1-1/4"	3.86"	11.9
07RPS20	27	26.57	1-1/4"	3.86"	14.5
07RPS30	34	32.8	1-1/4"	3.86"	20.5
10RPS05	7	10.67	1-1/4"	3.86"	6.2
10RPS07	10	12.76	1-1/4"	3.86"	7.3
10RPS10	12	14.13	1-1/4"	3.86"	7.9
10RPS15	17	17.59	1-1/4"	3.86"	9.7
10RPS20	20	19.64	1-1/4"	3.86"	10.8
10RPS30	27	25.98	1-1/4"	3.86"	13.2
10RPS50	42	37.56	1-1/4"	3.86"	21.6
13RPS10	10	12.76	1-1/4"	3.86"	7.1
18RPS05	5	10.12	1-1/4"	3.86"	6.0
18RPS07	6	10.98	1-1/4"	3.86"	6.2
18RPS10	8	13.07	1-1/4"	3.86"	6.8
18RPS15	11	15.23	1-1/4"	3.86"	7.9
18RPS20	14	17.8	1-1/4"	3.86"	9.0
18RPS30	19	22.04	1-1/4"	3.86"	10.8
18RPS50	30	34.84	1-1/4"	3.86"	17.8
25RPS05	4	9.72	1-1/4"	3.86"	5.3
25RPS07	5	10.7	1-1/4"	3.86"	5.7
25RPS10	7	12.59	1-1/4"	3.86"	6.8
25RPS15	9	14.56	1-1/4"	3.86"	7.7
25RPS20	11	16.49	1-1/4"	3.86"	8.6
25RPS30	15	20.39	1-1/4"	3.86"	10.4
25RPS50	26	34.01	1-1/4"	3.86"	17.8
35RPS30	13	23.9	2"	3.86"	12.6

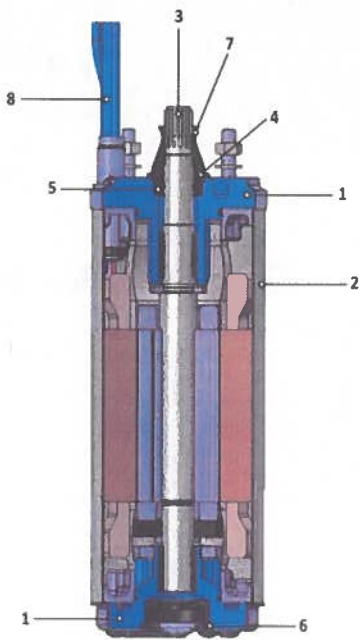
Materials

PUMP ENDS



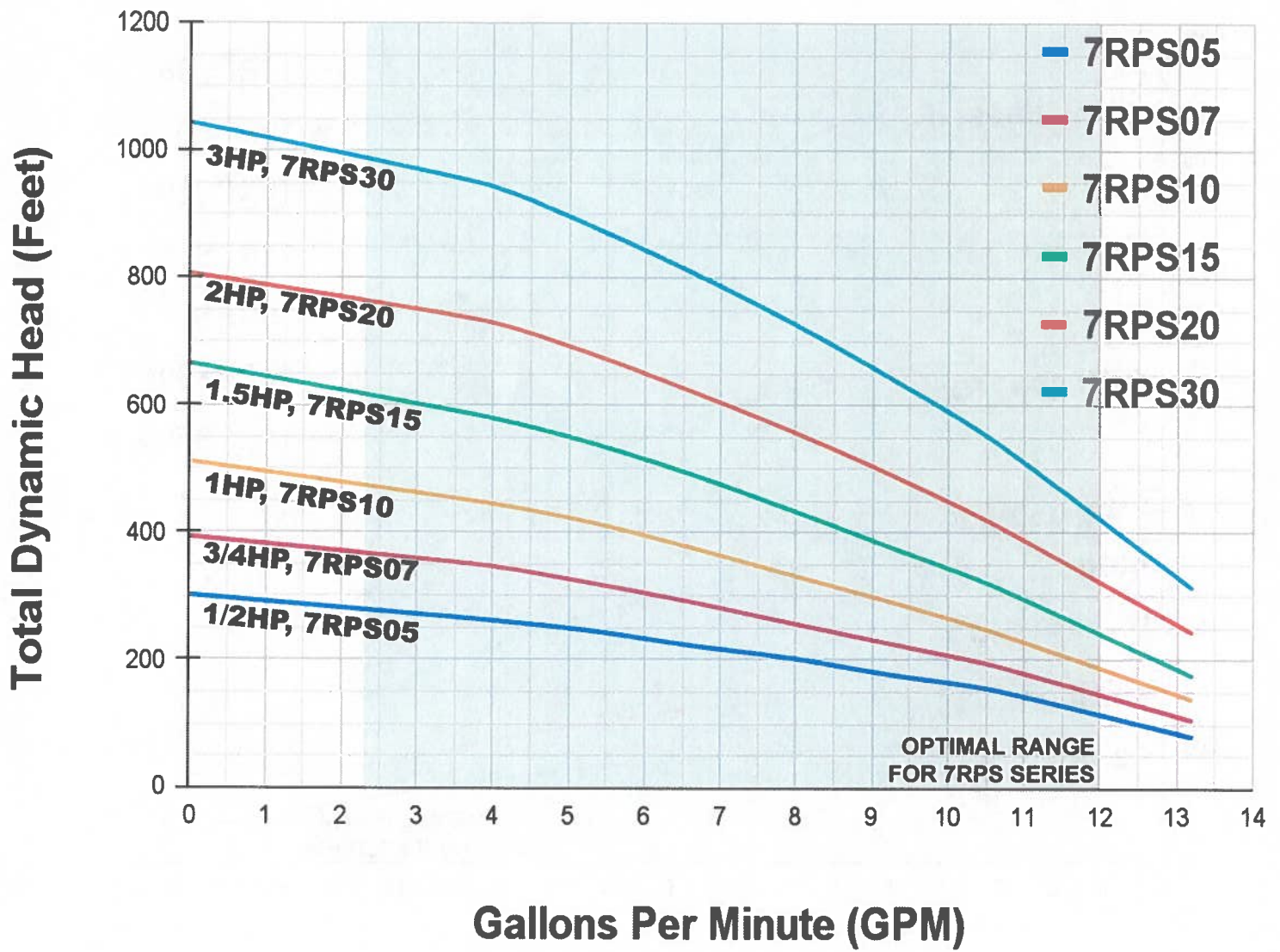
	Part Name	Material
1	Discharge Head	AISI 304 SS
4	Check Valve Cone	AISI 304 SS
6	Check Valve retaining Ring	AISI 304 SS
8	Bearing Spider	Polycarbonate
12	Diffuser	Polycarbonate
13	Bowl	AISI 304 SS
18	Impeller	Noryl
34	Strainer	AISI 304 SS
40	Pump Shaft / Coupling	AISI 304 SS
42	Shaft Sleeve	AISI 304 SS / Noryl
48	Pump Casing	AISI 304 SS
52	Cable Guard	AISI 304 SS
86	O-Ring	NBR
92	Bearing	Polyacetal

MOTORS

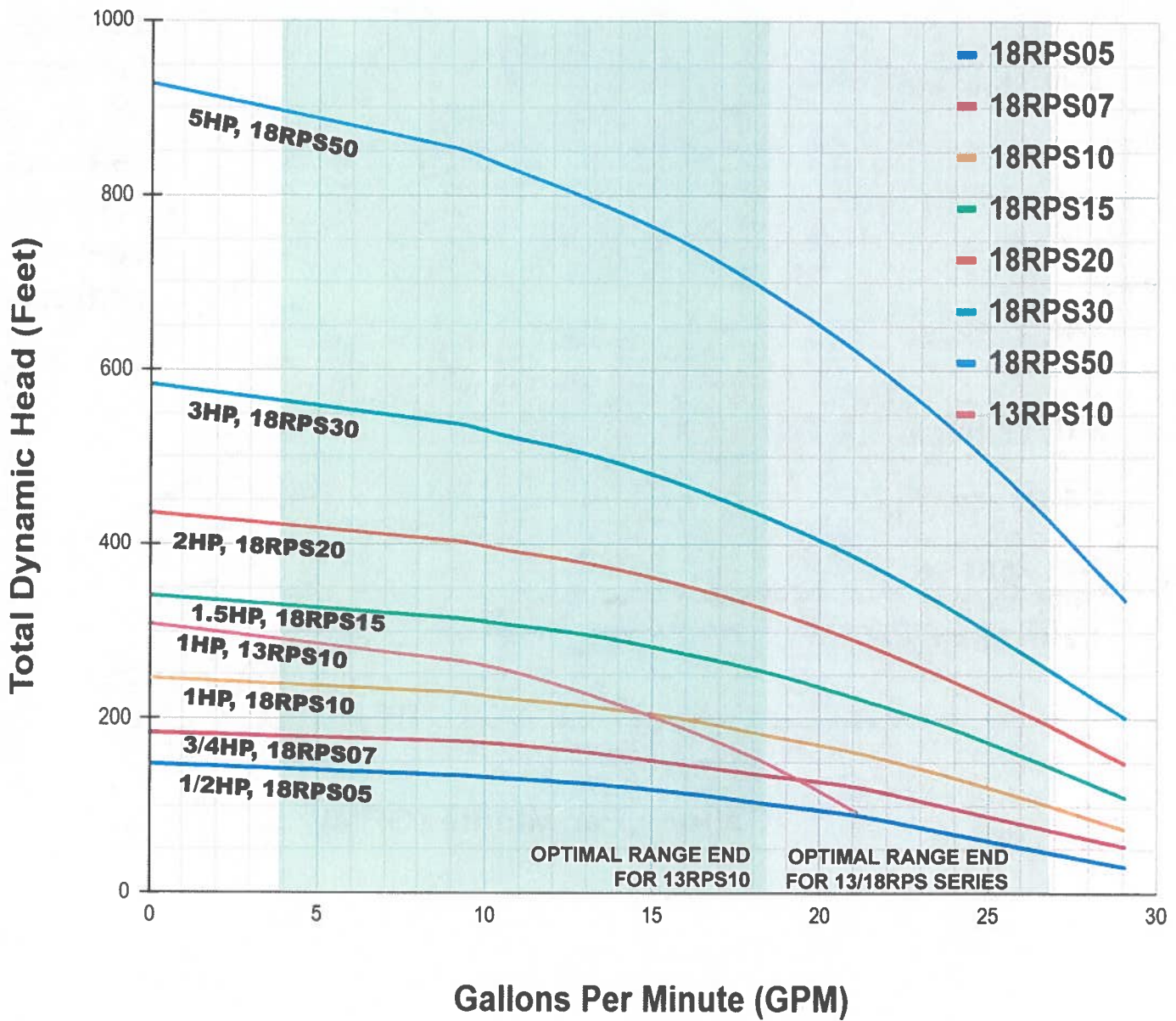


1	Bracket	AISI 304
2	Stator Shell	AISI 304
3	Shaft	AISI 420
4	Seal Cover	Nylon
5	Lip Seal	NBR
6	Diaphragm	NBR
7	Sand Slinger	NBR
8	Wire	XLPE
	Hardware	AISI 304
	Thrust Pad	AISI 420

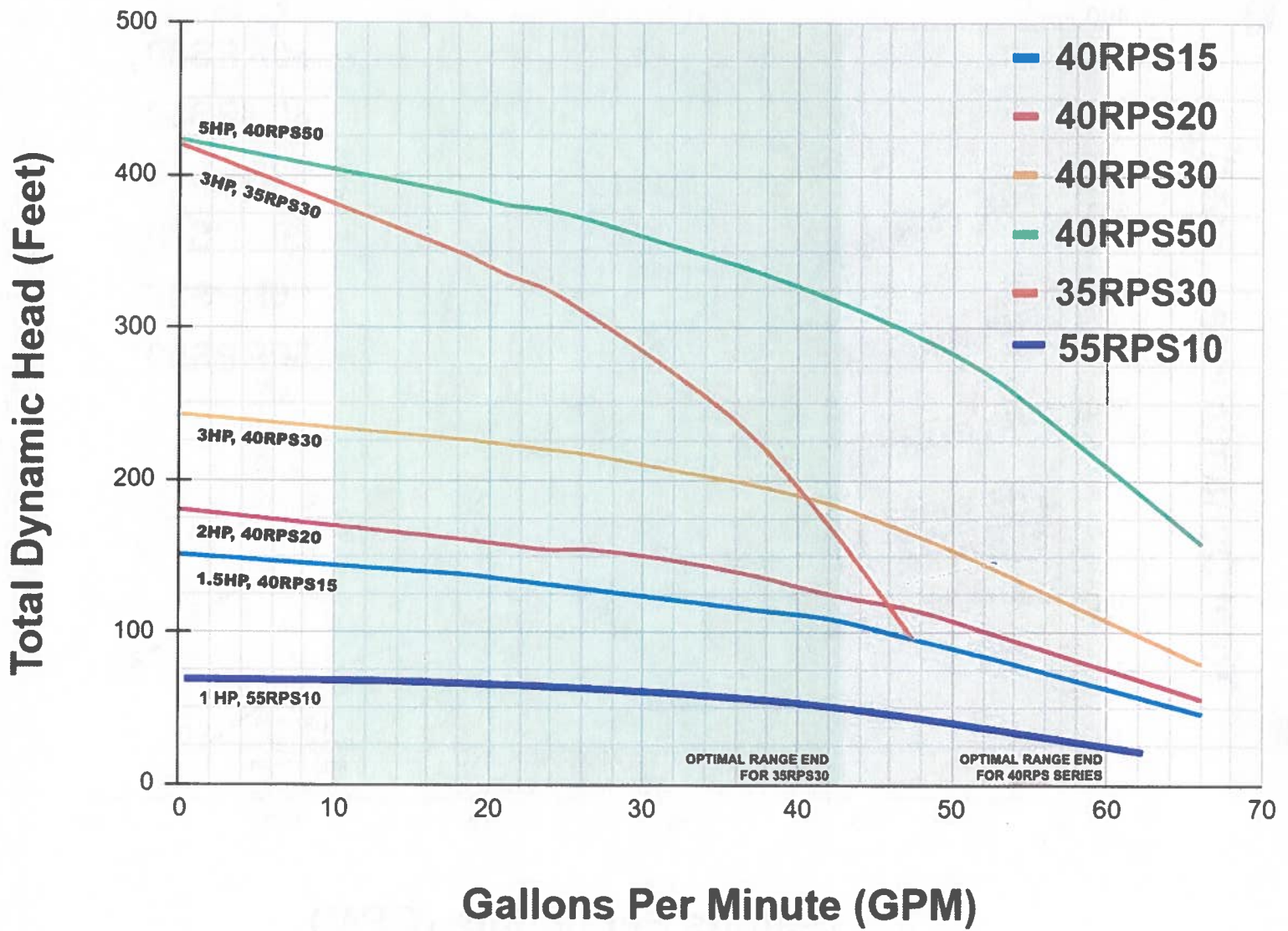
07RPS Pump Curves, 7 GPM



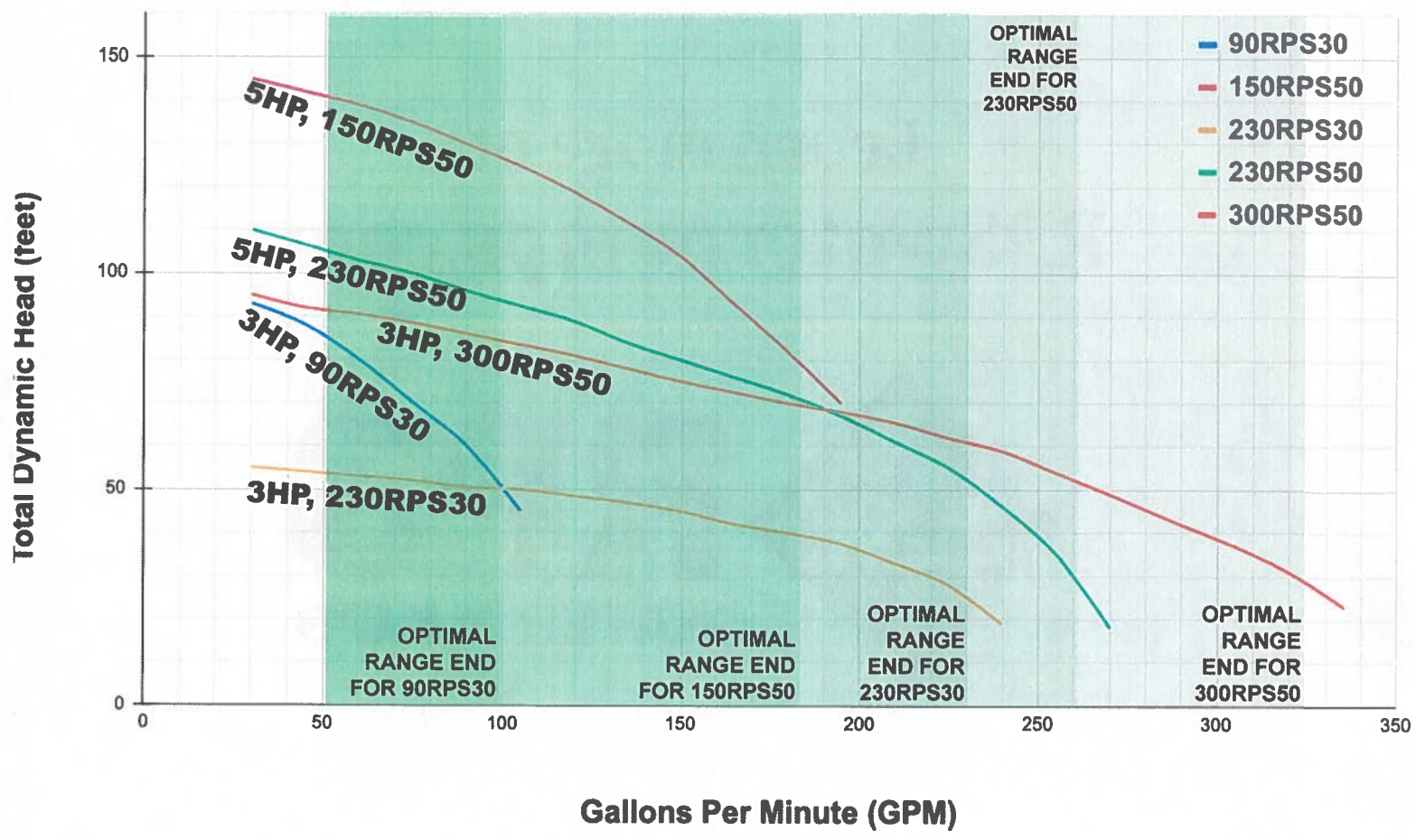
13/18 RPS Pump Curves, 13-18GPM



35 / 40 / 55RPS Pump Curves



90/150/230/300 RPS Pump Curves, High Volume



Sun Titan™ Power Trailer

**BACK
40
SOLAR**



FARM + RANCH MOBILE POWER SOLUTION

A Trailer that Powers the Hard Stuff...

- Power Tools + Saws
- Welding Equipment
- Electric Tractors
- Water Pumps + Up to 5HP VFDs

And the Easy Stuff...

- Wifi Routers + Device Charging
- Kitchen Appliances + Refrigeration
- Security & Lighting



COMPACT TRAVEL MODE

Reserve Your Sun Titan™ Power Trailer Today!

info@back40-solar.com | **916-345-2108** (call or text)

Sun Titan™ Power Trailer Specs

HYBRID INVERTER

Rated Power Output	10,000W
Dimensions + Weight	2ft x 1.4ft x .4ft, 46.3lb
Operating Temp	14-131F, >113F derated
Max Peak Power	20,000W
Rated Output Voltage	Both 120V and 240 VAC
Load Capacity of Motors	2HP no VFD, up to 5HP with VFD
Waveform	Pure sine wave / 50/60Hz
Switch Time	10ms (typical)
MPPT / Battery efficiency	99.9% / 92%
AC Charging	120V/240V AC *Also Compatible with Autostarting Backup Generator

BATTERY

Battery Type	Choose <u>LiFe</u> or Lead Acid GEL / Various Capacities
Rated Battery Voltage	48Vdc
Voltage Range	40-60Vdc
Max MPPT / Hybrid Charging	200A
Max Mains / Gen Charge Amps	120A

SOLAR

Number of MPPT trackers	2
PV Solar Array	2,760W
Max Input Current	22/22A
Max Voltage Open Circuit	500VDC
MPPT Voltage Range	125-145VDC

SPECS

Deployed Dimensions	14' Wide x 15.5' Long x 10'-20' Tall with Light Tower (8.5' Removed)
Travel Mode Dimensions	7.5' Wide x 12.5' Long x 10' Tall (or 6' with Light Tower Removed)
Gross Weight:	3,250lbs (8 GEL Battery Package)
Trailer Hitch	2" Ball

Reserve Your Sun Titan™ Power Trailer Today!

info@back40-solar.com | **916-345-2108** (call or text)

Sun Titan™ &

Guaranteed Rural Power Systems Inc

40250 County Rd 27, Woodland CA 95776

Extended 2-Year Product Warranty - We believe wholeheartedly in every component of our Sun Titan™ Trailer, and offer a 2-year limited liability warranty against manufacturer defects of any kind. If there are any issues with the trailers during the first 2 years, please contact us. We keep many spare parts in stock and can get them shipped out quickly. If warranty return of a part is required, we will ship the replacement part immediately while the defective part is being returned. Warranty does not cover damage from events such as user oversight, motor vehicle accidents or act of god weather events.

Solar Panel Output Guarantee - We provide high quality, monocrystalline solar panels on the trailers, and for additional peace of mind, guarantee 80% power output of solar cells after 20 years assuming no catastrophic damage.

Parts Replacement - RPS carries well-priced parts for the Sun Titan™ trailer that you can access if needed. Contact our office for help ordering replacement parts if you are outside warranty.

Lifetime Technical Support - RPS provides Lifetime Technical Support over the phone for every Sun Titan trailer customer. We have an incredible team that can help work out any issues over the phone, text or email.

Limitation Of Liability

To The Maximum Extent Permitted By Applicable Law, In No Event Shall RPS Solar Pumps Be Liable For Any Consequential, Indirect, Incidental, Special, Exemplary, Punitive, Or Enhanced Damages, Lost Profits Or Revenues Or Diminution In Value, Arising Out Of, Or Relating To, And/Or In Connection With Any Breach Of This Agreement, Regardless Of (A) Whether Such Damages Were Foreseeable, (B) Whether Or Not Rps Solar Pumps Was Advised Of The Possibility Of Such Damages, (C) The Legal Or Equitable Theory (Contract, Tort Or Otherwise) Upon Which The Claim Is Based, And (D) The Failure Of Any Agreed Or Other Remedy Of Its Essential Purpose. In No Event Shall RPS Solar Pumps' Aggregate Liability Arising Out Of Or Related To This Agreement Of The RPS Products, Exceed The Total Of The Amounts Paid To RPS Solar Pumps For The Products Purchased By Customer.



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for a Vehicle for the Police Department to Family Ford, Inc., dba Hardy Family Ford, in the amount of \$78,260.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Award Bid Vehicle Police
2. 2024-1128 Vehicle for Police - Bid Tab
3. 2024-1128 Vehicle for Police - Response Hardy Family Ford 2

RESOLUTION NO. 24-xxx

**A RESOLUTION AWARDED THE BID FOR A
VEHICLE FOR THE POLICE DEPARTMENT TO
FAMILY FORD, INC. (DBA HARDY FAMILY FORD)
IN THE AMOUNT OF \$78,260**

FINDINGS:

1. Bids for a Vehicle for the Police Department were received and opened on December 5, 2024.
2. The Police Department has recommended award to the lowest bid meeting specifications from Family Ford, Inc., doing business as Hardy Family Ford. Lower bids were received, but did not meet product specifications or bidders could not guarantee delivery due to manufacturer scheduling. The vehicle recommended for award is on the lot and can be delivered within 14 days from receipt of purchase order.
3. City Council finds that the lowest responsible bid was submitted by Family Ford, Inc., doing business as Hardy Family Ford, in the amount of \$78,260.

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

1. That the bid for a Vehicle for the Police Department, as specified by the bid documents, is awarded to Family Ford, Inc., doing business as Hardy Family Ford, in the amount of \$78,260.00;
2. That the Mayor is hereby authorized to approve payment to Family Ford, Inc., doing business as Hardy Family Ford, in the amount of \$78,260.00 for One (1) 2024 Ford F-350 SRW Lariat 4WD Pickup Truck, as specified by the bid documents.
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 immediately upon its adoption.

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

BID TABULATION SHEET

Project Name: **VEHICLE FOR POLICE DEPARTMENT**
Requisition No. **2024-1128**

Bid Date: **December 5, 2024**
Bid Opening Time: **10:00 AM**

Bidder's Name	Alan Jay Automotive	Hardy Automotive Group	Hardy Automotive Group	Mayer Ford		
City, State	Sebring, FL	Fyffe, AL	Fyffe, AL	Foley, AL		
Affidavits	✓	✓	✓	✓		
Addenda Received	✓ 1	no	no	✓ 1		
Notes	N/A	F350 SRW Lariat 4WD	F350 DRW XL 4WD	N/A Special ordered		
Bid Amount TOTAL	\$64,097.00	\$78,260.00	\$70,918.00	\$62,439.00		

OPENED BY: *Taylor Robinson*

TABULATED BY: *Taylor Robinson*

WITNESS BY: *[Signature]*

City of
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BID FORM - ONE VEHICLE (POLICE DEPARTMENT)

Qty	Description	Price
1	One (1) New and Unused Ford Super Duty F-350 SRW XL 4WD, as specified and delivered	
	Year: <u>24</u> / Make: <u>Ford</u> / Model: <u>F350 SRW Lariat 4WD</u>	\$ <u>78,240.00</u>
	Color: <u>White metallic</u>	
	Delivery: FOB Destination, City of Orange Beach	\$ <u>-0-</u>
	BID TOTAL	\$ <u>78,240.00</u>

Note: Vendors may submit more than one bid. Use additional bid forms if you choose to bid more than one option for any line item. Lump sum bid pricing shall be firm, net, delivered pricing.

Days to Deliver after Receipt of Purchase Order: 10 to 14 days from PO date

Warranty

Manufacturer warranties shall be provided in writing and shall specify any and all exclusions, including parts and labor. If such warranties are provided at additional cost, the incremental cost must be so specified. The procedure necessary to notify such warranty must be specified. Any additional charges relating to the utilization of the warranty provided must be specified.

Documentation:

Specifications for the proposed vehicle must be attached to the bid.

The bidder acknowledges receipt of the following addenda covering revisions to the bid documents, and states that the costs, if any, of such revisions have been included in the base bid and other prices quoted herein:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Note: If no addenda have been received, write in "none."

City of Orange Beach

A L A B A M A

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Family Ford Inc
dba Hardy Family Ford
Company Name
1255 Charles Hardy Parkway
Street Address
Dallas GA 30157
City, State, Zip
581307787
Federal Employer ID No. (if no FEIN, enter SSN)

Chad Johnson
Company Representative
Sales Manager
Title
256-330-7280
Phone
cjohnson@hardyautomotive.com
Email

I/we agree to furnish at the prices shown and guarantee that each offered will meet or exceed all specifications, terms and conditions, and requirements listed. This is the total price and includes all delivery or freight charges to the City of Orange Beach. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the bidder. I herein affirm that I have not been in any agreement or collusion among bidders in restraint of competition to bid at a fixed price or to refrain from bidding otherwise. By signing this contract, the company represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS DAY OF

October 30th, 2024

Lisa D. Curtner
Notary Public

10-10-28
Commission Expires

Family Ford Inc
dba Hardy Family Ford
Company Name

1255 Charles Hardy Parkway
Mail Address

Dallas GA 30157
City, State, Zip

256-330-7280
Phone Including Area Code

Chad Johnson
Authorized Signature (INK)

Chad Johnson
Typed Authorized Name

Sales Manager
Title

770-445-9059
Fax Number



PAGES 3 & 4 MUST BE RETURNED IN SEALED BID

BID SPECIFICATIONS

A. Scope of Work

The successful bidder shall provide One Vehicle per the following bid specifications to the City of Orange Beach for the Police Department, Marine Division. Lump sum bid pricing shall be firm, net, delivered pricing. The City of Orange Beach is tax exempt.

B. Use of Brand Names in Bid

The use of any brand name and/or product numbers is to establish industry standards and minimum specifications. Other brands may be considered for review if detailed product information and specifications outlining any and all differences are included in the bid.

C. Minimum Specifications

MAKE AND MODEL

One (1) Ford Super Duty F-350 SRW XL 4WD Crew Cab 6.75' Box 160"WB

All vehicles offered shall have the following:

FEATURES

Engine: 6.7L Power Stroke V8 Turbo Diesel B20
Transmission: TorqShift 10-Speed Automatic
Exterior Color: Oxford White
Interior: Medium Dark Slate, HD Vinyl
Other: XL Driver Assist Package
Diesel Powered
Conventional Towing Capacity: 23,500 pounds or greater
AM/FM Stereo
4x4 Drivetrain
Crew Cab
Single Rear Wheel
Spray-in Bedliner
Electronic locking axle
40/20/40 Split Bench Seat
Trailer Tow Mirrors
Gooseneck Hitch Kit
Dual 68 AH/65 AGM Batteries
Platform Running Boards
Front Wheel Well Liners
Onboard Scales & Smart Hitch
Reverse Sensing System
360 Degree Camera
All-Weather Floor Mats
Electronic-Locking with 3.55 Axle Ratio
LED Box Lighting
Tow/Camper Tow Package
Clear title and clean accident history must be provided. Maintenance records preferred
All vehicle equipment and features shall be functioning properly
Non-Smoking

D. Title Application

Vehicle Titles shall be issued to:

Physical Address:

City of Orange Beach

4099 Orange Beach Boulevard

Orange Beach, AL 36561

Mailing Address:

City of Orange Beach

P.O. Box 458

Orange Beach, AL 36561

E. Delivery

Delivery terms shall be FOB destination, freight prepaid and allowed. Deliver to Address:

City of Orange Beach

Police Department

4480 Orange Beach Boulevard

Orange Beach, Alabama 36561

Vehicle to be delivered by December 20, 2024.

F. Documentation

The successful bidder shall include all documents, manuals, parts lists, and other printed material relating to the operation and maintenance of the equipment with the delivery of the vehicle. Digital format is acceptable.

G. Business License Requirements

If delivering into City limits, the successful bidder will be required to have an Orange Beach Business License. Contact the Orange Beach Finance Department at 251-981-6096 for a quote or any additional information. A business license for the vendor is not required if third party shipping is used.

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AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR

State of Georgia

County of Paulding

Before me, a notary public, personally appeared Colt Deems (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the City of Orange Beach, Alabama, I hereby attest that in my capacity as Fleet & Government Sales Director (state position) for Family Ford, Inc. dba Hardy Family Ford (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

(Attach documentation establishing that business entity/employer/contractor is enrolled in the E-Verify Program.)

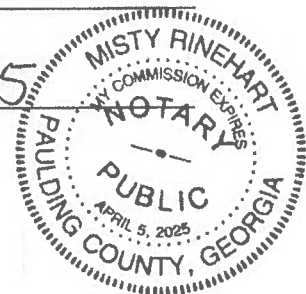
[Signature]
Signature of Affiant

Sworn to and subscribed before me this 30th day of October, 2024.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Misty Rinehart
Signature and Seal of Notary Public

My Commission Expires: 4-5-25



ITB - One Vehicle (Police Department)
Requisition No. 2024-0517
Page 12/12



Company ID Number: 382274

Approved by:

Employer Family Ford, Inc.	
Name (Please Type or Print) Justin Fuller	Title
Signature Electronically Signed	Date 01/03/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/03/2011



Company ID Number: 382274

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Family Ford, Inc.
Company Facility Address	1255 Charles Hardy Parkway Dallas, GA 30157
Company Alternate Address	PO Box 830 Dallas, GA 30132
County or Parish	PAULDING
Employer Identification Number	581646973
North American Industry Classification Systems Code	441
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 382274



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

GA	1
----	---



Company ID Number: 382274

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Bettv G Benson
Phone Number 7704458891327
Fax
Email bab@hardvfamilvford.com

Name Kristv Hancock
Phone Number 7704458891326
Fax
Email kristv112377@hotmail.com

Name Justin Fuller
Phone Number 7704459411271
Fax
Email ifuller@hardvautomotive.com



Company ID Number: 382274



This list represents the first 20 Program Administrators listed for this company.



Hardy Automotive Fleet Group

Dustin Manning | 256-330-7280

City of Orange Beach

Vehicle: [Retail] 2024 Ford Super Duty F-350 SRW (W3B) LARIAT 4WD Crew Cab 6.75' Box

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
W3B	2024 Ford Super Duty F-350 SRW LARIAT 4WD Crew Cab 6.75' Box	\$65,790.00

COLORS	
CODE	DESCRIPTION
AZ	Star White Metallic Tri-Coat

OPTIONS		
CODE	DESCRIPTION	MSRP
—	GVWR: 12,000 lb Payload Package	Inc.
17C	Chrome Package -inc: 2 front chrome tow hooks, Unique Chrome Mirror Caps, Tires: LT275/65Rx20E BSW A/T (4), Spare may not be the same as road tire, Wheels: 20" Chrome PVD Aluminum, Chrome Door Handles, 6" Angular Bright Anodized Step Bars, Chrome Exhaust Tip	\$1,240.00
17X	FX4 Off-Road Package -inc: Hill Descent Control, Off-Road Specifically Tuned Shock Absorbers, front/rear, Transfer Case & Fuel Tank Skid Plates, Unique FX4 Off-Road Box Decal	\$495.00
18C	6" Angular Bright Anodized Step Bars	Inc.
44G	Transmission: TorqShift 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)	\$0.00
592	LED Roof Clearance Lights	\$95.00
5B	Black Onyx, Front Leather-Trimmed 40/Console/40 Seats -inc: heated/ventilated seating, 8-way power driver and passenger seat (4-way power-adjustable track, 2-way power recline and 2-way power lumbar) 2-way adjustable driver/passenger headrests and easy entry driver's seat w/memory	\$0.00
618A	Order Code 618A	\$0.00
649	Wheels: 20" Chrome PVD Aluminum	Inc.



Hardy Automotive Fleet Group

Dustin Manning | 256-330-7280

Vehicle: [Retail] 2024 Ford Super Duty F-350 SRW (W3B) LARIAT 4WD Crew Cab 6.75' Box (✔ Complete)

OPTIONS		
CODE	DESCRIPTION	MSRP
66S	Upfitter Switches (6) -inc: Located in overhead console	\$165.00
86M	Dual 68 AH/65 AGM Batteries	Inc.
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 -inc: manual push-button engine-exhaust braking, Operator Commanded Regeneration (OCR) and intelligent oil-life monitor, 34 Gallon Fuel Tank, GVWR: 12,000 lb Payload Package, 3.31 Axle Ratio, Dual 68 AH/65 AGM Batteries	\$10,495.00
AZ	Star White Metallic Tri-Coat	\$995.00
TCW	Tires: LT275/65Rx20E BSW A/T (4) -inc: Spare may not be the same as road tire	Inc.
X3H	Electronic-Locking w/3.31 Axle Ratio	\$430.00
Options Total		\$13,915.00

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Hardy Automotive Fleet Group

Dustin Manning | 256-330-7280

Vehicle: [Retail] 2024 Ford Super Duty F-350 SRW (W3B) LARIAT 4WD Crew Cab 6.75' Box (✔ Complete)

Price Summary

PRICE SUMMARY



Invoice #

N/A

For:

2024 F-350 SRW Lariat 4WD

Bill To:

City of Orange Beach

Vin #

1FT8W3BTXREF35640

Item Description	Amount
MSRP	\$81,700.00
Hardy Discount	\$3,390.00
Hardy Price	\$78,310.00
Fleet Discount	\$600.00
Vehicle Price	\$77,710.00
Spray-In Bed Liner	\$550.00
Vehicle Price with Spray-In Bed Liner	\$78,260.00
Title	\$0.00
Delivery	\$0.00
Total Price	\$78,260.00

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Hardy Automotive Fleet Group

Dustin Manning | 256-330-7280

Vehicle: [Retail] 2024 Ford Super Duty F-350 SRW (W3B) LARIAT 4WD Crew Cab 6.75' Box (☒ Complete)

Standard Equipment

Mechanical

- Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)
- Transmission: TorqShift 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)
- Electronic-Locking w/3.73 Axle Ratio (STD)
- 50-State Emissions System
- Transmission w/Oil Cooler
- Electronic Transfer Case
- Part-Time Four-Wheel Drive
- Driver Selectable Rear Locking Differential
- 78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
- HD Alternator
- 190 Amp Alternator
- Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control
- Trailer Wiring Harness
- 4512# Maximum Payload
- GVWR: 11,499 lb Payload Package
- HD Shock Absorbers
- Front Anti-Roll Bar
- Firm Suspension
- Hydraulic Power-Assist Steering
- 34 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Auto Locking Hubs
- Front Suspension w/Coil Springs
- Solid Axle Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

- Wheels: 18" Bright Machined & Carbonized Gray Alum -inc: Painted (STD)
- Tires: LT275/70R18E BSW A/T (4) -inc: Spare may not be the same as road tire (STD)

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Hardy Automotive Fleet Group

Dustin Manning | 256-330-7280

Vehicle: [Retail] 2024 Ford Super Duty F-350 SRW (W3B) LARIAT 4WD Crew Cab 6.75' Box (✓ Complete)

Exterior

Regular Box Style

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Chrome Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks

Chrome Rear Step Bumper

Black Side Windows Trim and Black Front Windshield Trim

Body-Colored Door Handles

Black Power Heated Side Mirrors w/Convex Spotter, Power Folding and Turn Signal Indicator

Power Extendable Trailer Style Mirrors

Power Rear Window w/Defroster

Deep Tinted Glass

Rain Detecting Variable Intermittent Wipers

Aluminum Panels

Chrome Grille

Tailgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Boxside Steps

Cargo Lamp w/High Mount Stop Light

Perimeter/Approach Lights

Front Fog Lamps

Headlights-Automatic Highbeams

Autolamp Auto On/Off Reflector Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Entertainment

Radio w/Seek-Scan, Clock and Speed Compensated Volume Control

Radio: B&O Sound System by Bang & Olufsen -inc: premium AM/FM MP3 player and HD Radio w/8 speakers including subwoofer

Fixed Antenna

Digital Signal Processor

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Data Version: 23807. Data Updated: Oct 28, 2024 6:53:00 PM PDT.



Hardy Automotive Fleet Group

Dustin Manning | 256-330-7280

Vehicle: [Retail] 2024 Ford Super Duty F-350 SRW (W3B) LARIAT 4WD Crew Cab 6.75' Box (✔ Complete)

Entertainment

SiriusXM Radio w/360L -inc: 3-month prepaid subscription, Service is not available in Alaska and Hawaii, SiriusXM audio and data services each require a subscription sold separately, or as a package, by SiriusXM Radio Inc, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM customer agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, SiriusXM and all related marks and logos are trademarks of SiriusXM Radio Inc

SYNC 4 w/Enhanced Voice Recognition -inc: 12" LCD capacitive touchscreen w/swipe capability, information on demand panel, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owner's manual, conversational voice command recognition and connected navigation w/complimentary 1-year trial for eligible vehicles that begins on the new vehicle warranty start date, Customers must unlock the navigation service trial by activating the eligible vehicle w/a FordPass member account, If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation, Navigation services require SYNC4 and Ford Pass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass terms for details), Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass app, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply

2 LCD Monitors In The Front

Siriusxm Traffic Real-Time Traffic Display

Interior

Driver And Passenger Heated-Cushion, Driver And Passenger Heated-Seatback and Ventilated Front Seats

Driver Seat

Passenger Seat

60-40 Folding Split-Bench Front Facing Heated Fold-Up Cushion Rear Seat

Power Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

Power Rear Windows

FordPass Connect 5G Mobile Hotspot Internet Access

Heated Leather Steering Wheel w/Auto Tilt-Away

Front Cupholder

Rear Cupholder

4 12V DC Power Outlets

Compass

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

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Interior

- Keypad
- Proximity Key For Doors And Push Button Start
- Remote Releases -Inc: Keyfob Cargo Access
- Garage Door Transmitter
- Cruise Control w/Steering Wheel Controls
- Dual Zone Front Automatic Air Conditioning
- HVAC -inc: Underseat Ducts and Console Ducts
- Illuminated Locking Glove Box
- Full Cloth Headliner
- Urethane Gear Shifter Material
- Interior Trim -inc: Metal-Look Instrument Panel Insert, Simulated Wood/Metal-Look Door Panel Insert, Simulated Wood/Leather Console Insert and Chrome/Metal-Look Interior Accents
- Front Leather-Trimmed 40/Console/40 Seats -inc: heated/ventilated seating, 8-way power driver and passenger seat (4-way power-adjustable track, 2-way power recline and 2-way power lumbar) 2-way adjustable driver/passenger headrests and easy entry driver's seat w/memory
- Day-Night Auto-Dimming Rearview Mirror
- Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination
- Full Overhead Console w/Storage, 4 12V DC Power Outlets and 2 120V AC Power Outlets
- Fade-To-Off Interior Lighting
- Front And Rear Map Lights
- Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
- Pickup Cargo Box Lights
- Smart Device Remote Engine Start
- Memory Settings -inc: Driver Seat, Door Mirrors, Steering Wheel and Pedals
- FOB Controls -inc: Cargo Access and Remote Start
- Integrated Navigation System w/Voice Activation
- Flow-Through Console -inc: 120V/400W outlet in rear
- Instrument Panel Covered Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and Locking 2nd Row Underseat Storage
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Delayed Accessory Power

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Interior

Power Door Locks w/Autolock Feature

Power Adjustable Pedals

Driver Information Center

Trip Computer

Outside Temp Gauge

Digital/Analog Appearance

Manual Adjustable Rear Head Restraints

2 Seatback Storage Pockets

Seats w/Leatherette Back Material

Front Center Armrest and Rear Center Armrest

Securilock Anti-Theft Ignition (pats) Immobilizer

Perimeter Alarm

Air Filtration

4 12V DC Power Outlets and 2 120V AC Power Outlets

Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Pre-Collision Assist with Automatic Emergency Braking (AEB)

Collision Mitigation-Front

Reverse Sensing System Rear Parking Sensors

BLIS with Trailer Tow Coverage Blind Spot

Aerial View Camera System

Collision Mitigation-Rear

Tire Specific Low Tire Pressure Warning

Safety Canopy System Curtain 1st And 2nd Row Airbags

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Safety-Interior

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters

Dual Stage Driver And Passenger Front Airbags

Rear Child Safety Locks

Back-Up Camera

Front Camera

Cargo Bed Camera

Left Side Camera

Right Side Camera

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

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Optional Equipment

ENGINE

CODE	DESCRIPTION	MSRP
99M	Engine: 6.7L High Output Power Stroke V8 Diesel -inc: Turbo diesel B20, manual push-button engine-exhaust braking, Operator Commanded Regeneration (OCR) and intelligent oil-life monitor, 34 Gallon Fuel Tank, GVWR: 12,000 lb Payload Package, 3.31 Axle Ratio, Dual 68 AH/65 AGM Batteries	\$12,995.00
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)	\$0.00
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 -inc: manual push-button engine-exhaust braking, Operator Commanded Regeneration (OCR) and intelligent oil-life monitor, 34 Gallon Fuel Tank, GVWR: 12,000 lb Payload Package, 3.31 Axle Ratio, Dual 68 AH/65 AGM Batteries	\$10,495.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
44G	Transmission: TorqShift 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)	\$0.00

OPTION PACKAGE

CODE	DESCRIPTION	MSRP
618A	Order Code 618A	\$0.00

AXLE RATIO

CODE	DESCRIPTION	MSRP
X31	3.31 Axle Ratio	\$0.00
X3E	Electronic-Locking w/3.73 Axle Ratio (STD)	\$0.00
X3H	Electronic-Locking w/3.31 Axle Ratio	\$430.00
X3J	Electronic-Locking w/3.55 Axle Ratio	\$430.00
X4M	Electronic-Locking w/4.30 Axle Ratio	\$430.00

WHEELS

CODE	DESCRIPTION	MSRP
642	Wheels: 20" Dark Carbonized Gray Painted Aluminum -inc: High-gloss, matte black hub covers/center ornaments	\$0.00
646	Wheels: 20" Machined & Ebony Black High Gloss -inc: Black premium painted aluminum, gloss black hub cover/center ornament	\$0.00
649	Wheels: 20" Chrome PVD Aluminum	Inc.

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WHEELS

CODE	DESCRIPTION	MSRP
64C	Wheels: 18" Bright Machined & Carbonized Gray Alum -inc: Painted (STD)	\$0.00
64E	Wheels: 18" Machined & Painted Aluminum	\$0.00

TIRES

CODE	DESCRIPTION	MSRP
TCW	Tires: LT275/65Rx20E BSW A/T (4) -inc: Spare may not be the same as road tire	Inc.
TDX	Tires: LT275/70Rx18E BSW A/T (4) -inc: Spare may not be the same as road tire (STD)	\$0.00
TFW	Tires: LT285/75R18E BSW A/T -inc: Off-road	\$0.00

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
AZ	Star White Metallic Tri-Coat	\$995.00
D4	Rapid Red Metallic Tinted Clearcoat	\$495.00
HX	Antimatter Blue Metallic	\$0.00
JS	Iconic Silver Metallic	\$0.00
LJ	Darkened Bronze Metallic	\$0.00
M7	Carbonized Gray Metallic	\$0.00
PQ	Race Red	\$0.00
R7	Glacier Gray Metallic TriCoat	\$995.00
UM	Agate Black Metallic	\$0.00
Z1	Oxford White	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
5B	Black Onyx, Front Leather-Trimmed 40/Console/40 Seats -inc: heated/ventilated seating, 8-way power driver and passenger seat (4-way power-adjustable track, 2-way power recline and 2-way power lumbar) 2-way adjustable driver/passenger headrests and easy entry driver's seat w/memory	\$0.00
5J	Baja, Front Leather-Trimmed 40/Console/40 Seats -inc: heated/ventilated seating, 8-way power driver and passenger seat (4-way power-adjustable track, 2-way power recline and 2-way power lumbar) 2-way adjustable driver/passenger headrests and easy entry driver's seat w/memory	\$0.00

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SEAT TYPE

CODE	DESCRIPTION	MSRP
6B	Black Onyx, Front Leather-Trimmed 40/20/40 Split Bench Seat -inc: heated/ventilated seating, 8-way power driver and passenger seat (4-way power-adjustable track, 2-way power recline and 2-way power lumbar) 2-way adjustable driver/passenger headrests and easy entry driver's seat w/memory	\$0.00
6J	Baja, Front Leather-Trimmed 40/20/40 Split Bench Seat -inc: heated/ventilated seating, 8-way power driver and passenger seat (4-way power-adjustable track, 2-way power recline and 2-way power lumbar) 2-way adjustable driver/passenger headrests and easy entry driver's seat w/memory	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
17C	Chrome Package -inc: 2 front chrome tow hooks, Unique Chrome Mirror Caps, Tires: LT275/65Rx20E BSW A/T (4), Spare may not be the same as road tire, Wheels: 20" Chrome PVD Aluminum, Chrome Door Handles, 6" Angular Bright Anodized Step Bars, Chrome Exhaust Tip	\$1,240.00
17K	Sport Appearance Package -inc: dark fender badge, Black Tow Hooks, Wheels: 20" Dark Carbonized Gray Painted Aluminum, High-gloss, matte black hub covers/center ornaments, Body-Color Front & Rear Bumpers, Tires: LT275/65Rx20E BSW A/T (4), Spare may not be the same as road tire, Sport 4x4 Box Side Decal, Dark Painted Grille, Platform Running Boards, Chrome Exhaust Tip	\$2,880.00
17L	Black Appearance Package -inc: front and rear black Ford ovals, box side decal (4x4, FX4 or Tremor) and ebony black fender vent surround dark fender badge, Rear Wheel Well Liners (Pre-Installed), Ebony Black Painted Front Grille Bars, Ebony Black Painted Mirror Caps, Tough Bed Spray-In Bedliner, tailgate-guard, black box bed tie-down hooks and black bed attachment bolts, Body Color Front & Rear Bumpers, Wheels: 20" Machined & Ebony Black High Gloss, Black premium painted aluminum, gloss black hub cover/center ornament, Tires: LT275/65Rx20E BSW A/T (4), Spare may not be the same as road tire, 6" Ebony Black Angular Running Boards	\$4,295.00
17X	FX4 Off-Road Package -inc: Hill Descent Control, Off-Road Specifically Tuned Shock Absorbers, front/rear, Transfer Case & Fuel Tank Skid Plates, Unique FX4 Off-Road Box Decal	\$495.00
17Y	Tremor Off-Road Package -inc: unique front springs - ride height increase, rear electronic locking differential, front limited slip differential, performance front and rear shock absorbers, unique front air dams w/approach angle improvement, transfer case and axle water fording vent tubes, rock crawl mode and trail control mode, Tremor Off-Road Decal, Transfer Case & Fuel Tank Skid Plates, Tires: LT285/75R18E BSW A/T, Off-road, LT285/75R18E BSW Spare Tire, Textured Matte Finish Off-Road Running Boards, Conventional Road Spare Wheel, Wheels: 18" Machined & Painted Aluminum, Lane Departure Warning	\$4,375.00

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ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
47B	Snow Plow/Camper Package -inc: computer selected springs for snowplow application and slide-in camper certification, Note 1: Salesperson's source book or Ford RV trailer towing guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability, Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details, Expect firmer ride when vehicle is not equipped w/snowplow and/or camper, Note 2: May result in deterioration of ride quality when vehicle is not equipped w/snowplow and/or camper, Note 3: Dual battery (86M) recommended w/6.8L or 7.3L gasoline engines; see Body Builders Layout Book for details, Rear Stabilizer Bar & Auxiliary Springs	\$305.00
96U	Lariat Ultimate Package -inc: Wireless Charging Pad, Front Sensing System, Tailgate Step & Handle, Intelligent Adaptive Cruise Control w/Stop-and-Go, lane centering and speed sign recognition, Radio: B&O Unleashed Sound System by Bang & Olufsen, HD Radio w/14 speakers including subwoofer, Pro Trailer Hitch Assist, Ford Co-Pilot 360 2.0, rear view camera, reverse brake assist and reverse sensing system, Lane-Keeping System, lane-keeping alert, lane-keeping aid and driver alert, Pre-Collision Assist, Automatic Emergency Braking (AEB), pedestrian detection, forward collision warning, dynamic brake support and intersection assist, Post-Collision Braking, Automatic High Beam, BLIS w/Cross-Traffic Alert, trailer coverage, Upfitter Switches (6), Located in overhead console, 4-Way Adjustable Headrests, Head-Up Display, Power-Deployable Running Boards, Pro Trailer Backup Assist, trailer reverse guidance	\$5,075.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
15J	Gooseneck Hitch Kit (Pre-Installed)	\$250.00
41H	Engine Block Heater -inc: grille cover	\$190.00
471	Camper Package -inc: heavy service front springs (1 up upgrade above the spring computer selected as a consequence of options chosen, Not included if maximum springs have been computer selected as standard equipment) and slide-in camper certification, Note 1: Salesperson's source book or Ford RV trailer towing guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability, Note 2: May result in deterioration of ride quality when vehicle is not equipped w/camper, Rear Stabilizer Bar & Auxiliary Springs	\$160.00
473	Snow Plow Prep Package -inc: computer selected springs for snowplow application, Note: restrictions apply; see supplemental reference or body builders layout book for details, May result in deterioration of ride quality when vehicle is not equipped w/snowplow, Dual battery (86M) recommended w/6.8L or 7.3L gasoline engines; see body builders layout book for details	\$250.00

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ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
53W	5th Wheel/Gooseneck Hitch Prep Package -inc: 5 pickup bed attachment points w/plugs, 1 frame under-bed cross member and 1 integrated 7-pin connector on driver's side pickup bed wall, 5th wheel hitch compatibility: the 5th Wheel/Gooseneck Prep Package (53W) is compatible w/the factory orderable 5th Wheel Hitch Kits (15K and 15L) and dealer-installed Ford accessories 5th Wheel Hitch Kit by Reese - part #BC3Z-19D520-A (8ft box only), The prep package is also compatible w/Reese Signature Series 5th wheel hitch kits updated w/a new Leg Service Kit - part #BC3Z-A00A25-A (8ft box only), The 5th Wheel Hitch Kit (15K), 5th Wheel Hitch Kit (15L) and dealer-installed Ford accessories 5th Wheel Hitch Kit by Reese - part #BC3Z-19D520-A is not released to the short box (6.75ft box), Note: the short pickup box provides less clearance between the cab and 5th wheel trailer compared to long box pickups, The receiver centerline of the hitch should be mounted at least 2" forward from the rear-axle of the truck chassis, When selecting a trailer and tow vehicle, it's critical that this combination provide clearance between the cab and tow vehicle for turns up to and including 90 degrees, Failure to follow this recommendation could result in the trailer contacting the cab of the tow vehicle during tight turns, Gooseneck hitch compatibility: the 5th Wheel/Gooseneck Prep Package (53W) is compatible only w/the factory orderable Gooseneck Hitch Kit (15J) or dealer-installed Ford customer accessories Gooseneck Hitch by Reese - part #BC3Z-19F503-A (8ft box and 6.75 ft box)	\$550.00
62R	Transmission Power Take-Off Provision -inc: transmission mounted live drive and stationary mode PTO	\$280.00
67B	410 Amp Dual Alternators -inc: 250 Amp + 160 Amp	\$115.00
67E	250 Amp Alternator (Gas)	\$85.00
67H	Heavy-Service Front Suspension Package -inc: heavy-service front springs (1 up upgrade above the spring computer selected as a consequence of options chosen, Not included if maximum springs have been computer selected as standard equipment), Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR), Note 1: Vehicle ride height will increase w/the addition of this package, Note 2: May result in deterioration of ride quality when vehicle is not equipped w/front end utility attachment	\$125.00
86M	Dual 68 AH/65 AGM Batteries	Inc.
—	GVWR: 12,000 lb Payload Package	Inc.

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
153	Front License Plate Bracket -inc: Standard in states requiring 2 license plates and optional to all others	\$0.00
18C	6" Angular Bright Anodized Step Bars	Inc.
18E	Power-Deployable Running Boards	\$995.00
19J	Matte Black Aluminum Crossbed Toolbox (Pre-Installed) -inc: Weather Guard Defender Series	\$950.00

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ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
19K	Bright Premium Aluminum Crossbed Toolbox (Pre-Installed) -inc: Weather Guard model #127-0-02	\$950.00
43V	Twin Panel Power Moonroof -inc: map lights and moonroof switches	\$1,495.00
592	LED Roof Clearance Lights	\$95.00
61L	Front Wheel Well Liners (Pre-Installed)	\$180.00
61M	Rear Wheel Well Liners (Pre-Installed)	\$180.00
61N	Front & Rear Wheel Well Liners (Pre-Installed)	\$325.00
61S	Front Splash Guards/Mud Flaps (Pre-Installed)	\$130.00
62S	Rear Splash Guards/Mud Flaps (Pre-Installed)	\$0.00
85L	Drop-In Bedliner (Pre-Installed)	\$350.00
85M	Bed Mat (Pre-Installed)	\$150.00
85S	Tough Bed Spray-In Bedliner -inc: tailgate-guard, black box bed tie-down hooks and black bed attachment bolts	\$595.00
87B	Retractable Rear Corner Bed Step (Pre-Installed)	\$390.00
87S	Retractable Bed Side-Step (Pre-Installed)	\$780.00
91G	Amber-Wht 360 Deg LED Warn Strobes (Pre-Installed) -inc: dual beacon	\$650.00
91S	Amber 360 Degree LED Warn Strobes (Pre-Installed) -inc: dual beacon	\$650.00

ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION	MSRP
—	Radio: B&O Unleashed Sound System by Bang & Olufsen -inc: HD Radio w/14 speakers including subwoofer	\$0.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
166	Carpet Delete -inc: Replaced w/black vinyl flooring *CREDIT*	(\$50.00)
16T	All-Weather Floor Mats -inc: Doesn't include carpet floor mats	\$130.00
18A	Ford Pro Upfit Integration System -inc: programmable and connected upfit integration system, Recommended for snowplows and trucks that will utilize upfit aftermarket equipment	\$400.00
19H	Pickup Box Bed Side Storage	\$1,695.00
21D	Soft Folding Tonneau Pickup Box Cover (Pre-Installed)	\$590.00
21E	Hard Folding Tonneau Pickup Box Cover (Pre-Installed)	\$1,200.00

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ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
21J	Retractable Tonneau Pickup Box Cover (Pre-Installed)	\$2,200.00
21X	Vehicle Safe by Console Vault (Pre-Installed)	\$350.00
41A	Rapid-Heat Supplemental Cab Heater -inc: 410 Amp Dual Alternators, 250 Amp + 160 Amp	\$250.00
43K	Pro Power Onboard - 2kW -inc: dual alternators 12V 250 Amp + 24V 150 Amp	\$985.00
52S	Interior Work Surface	\$140.00
66S	Upfitter Switches (6) -inc: Located in overhead console	\$165.00
76C	Exterior Backup Alarm (Pre-Installed)	\$175.00
85G	Tailgate Step & Handle	\$375.00
90M	Max Recline Seats -inc: 10-way power driver and 8-way power passenger and 4-way headrests	\$335.00
91D	Onboard Scales & Smart Hitch	\$650.00

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	MSRP
79V	COV Required *PRICE TO FOLLOW*	W/A
C09	Priced DORA	\$0.00

DEALER INSTALLED OPTIONS

CODE	DESCRIPTION	MSRP
—	12,000 lb Ford Performance Parts Winch by Warn -inc: Shipped separately from the vehicle for dealer installation, wired remote controls, 70-foot high-tensile strength and abrasion-resistant synthetic line	\$3,855.00
—	2 Black Retractable Bed Hooks by Bull Accessories -inc: Shipped separately from the vehicle for dealer installation	\$70.00
—	Customer-Placed Trailer Camera -inc: Shipped separately from the vehicle for dealer installation	\$475.00
—	First Aid Kit w/Ford Logo -inc: Shipped separately from the vehicle for dealer installation	\$50.00
—	Individual Trailer TPMS -inc: Shipped separately from the vehicle for dealer installation, 4 TPMS sensors, Note: Trailer TPMS sensors only compatible on wheels w/a .452" diameter valve stem	\$575.00
—	Pivot LH Bed Storage Case by UnderCover -inc: Shipped separately from the vehicle for dealer installation	\$290.00
—	Pivot RH Bed Storage Case by UnderCover -inc: Shipped separately from the vehicle for dealer installation	\$290.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 23807. Data Updated: Oct 28, 2024 6:53:00 PM PDT.



Hardy Automotive Fleet Group

Dustin Manning | 256-330-7280

Vehicle: [Retail] 2024 Ford Super Duty F-350 SRW (W3B) LARIAT 4WD Crew Cab 6.75' Box (Complete)

DEALER INSTALLED OPTIONS

CODE	DESCRIPTION	MSRP
—	Roadside Assistance Kit w/Ford Logo -inc: Shipped separately from the vehicle for dealer installation	\$70.00
—	Smoke Side Window Deflector Kit (Set of 4) -inc: Low profile by Lund, Shipped separately from the vehicle for dealer installation	\$160.00
—	Tailgate Lock by McGard -inc: Shipped separately from the vehicle for dealer installation	\$50.00
—	Wheel Locks -inc: Shipped separately from the vehicle for dealer installation	\$75.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 23807. Data Updated: Oct 28, 2024 6:53:00 PM PDT.



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for Pest Control for various city facilities to Guardian Pest Services, Inc., dba Knox Pest Control, per unit pricing for a maximum term of three years.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Award Bid Pest Control
2. 2024-1212 Pest Control Services - Unit Price Tab

RESOLUTION NO. 24-xxx

**A RESOLUTION AWARDING THE BID FOR
PEST CONTROL FOR VARIOUS CITY FACILITIES TO
GUARDIAN PEST SERVICES, INC. (DBA KNOX PEST CONTROL)
PER UNIT PRICING FOR A MAXIMUM TERM OF THREE YEARS**

FINDINGS:

1. Bids for Pest Control for various city facilities were received and opened on December 12, 2024.
2. The Procurement Officer has recommended award to the lowest bid meeting specifications from Guardian Pest Services, Inc., doing business as Knox Pest Control.
3. City Council finds that the lowest responsible bid was submitted by Guardian Pest Services, Inc., doing business as Knox Pest Control.

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

1. That the bid for Pest Control, as specified by the bid documents, is awarded to Guardian Pest Services, Inc., doing business as Knox Pest Control;
2. That the Mayor is hereby authorized to approve payment to Guardian Pest Services, Inc., doing business as Knox Pest Control, in the amounts as per their bid dated December 12, 2024, for Pest Control Services;
3. That the term of this unit price purchasing agreement shall be for one (1) year beginning January 1, 2025, and shall auto-renew for two (2) additional one-year terms for a maximum total of three (3) years with a final expiration date of December 31, 2027; and
4. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

Project Name: **PEST CONTROL SERVICES**
Requisition No. **2024-1212**

Bid Date: **December 12, 2024**
Bid Opening Time: **10:00 AM**

Bidder's Name	Beebe's Pest & Termite Control	Cook's Pest Control	Knox Pest Control	Wayne's Pest Control		
Contact	Ryan Beebe ryan.beebe@beebespest.com (251) 943-8166	Chris Combs chris.combs@cookspest.com (251) 210-3641	Kristina Vance kristina@knoxpest.com (706) 489-0053	Heather DeRose heather.deroser@callwaynes.com (251) 235-3904		
Bid Amount						
Adult Activity Center	\$360.00	\$1,080.00	\$336.00	\$269.79		
Adult Fitness Center	\$600.00	\$1,080.00	\$336.00	\$145.57		
Aquatics Center	\$336.00	\$1,080.00	\$336.00	\$214.95		
City Hall	\$504.00	\$600.00	\$504.00	\$529.29		
Coastal Arts Center	\$360.00	\$900.00	\$336.00	\$39.69		
Coastal Resources Office	\$360.00	\$600.00	\$336.00	\$240.00		
Community Center	\$360.00	\$1,080.00	\$336.00	\$504.81		
Community Development	\$360.00	\$600.00	\$360.00	\$368.22		
Contorno Property	\$336.00	\$480.00	\$336.00	\$90.00		
Event Center	\$432.00	\$1,200.00	\$432.00	\$890.04		
Old Finance Department	\$336.00	\$360.00	\$384.00	\$136.08		
Finance Department	\$384.00	\$300.00	\$336.00	\$296.34		
Fire Admin Building	\$152.00	\$480.00	\$152.00	\$127.86		
Fire Station #1	\$152.00	\$480.00	\$152.00	\$67.46		
Fire Station #2	\$152.00	\$480.00	\$152.00	\$9.88		
Fire Station #3	\$200.00	\$480.00	\$152.00	\$644.00		
Golf Center, All Buildings	\$600.00	\$900.00	\$360.00	\$191.13		
Medical Arts Center	\$432.00	\$600.00	\$432.00	\$321.90		
Mini Storage Building	\$336.00	\$300.00	\$336.00	\$424.71		
Museum	\$192.00	\$150.00	\$192.00	\$84.80		
Police Department	\$660.00	\$1,800.00	\$660.00	\$834.90		
Police Department Modular	\$336.00	\$300.00	\$336.00	\$195.00		
Public Works	\$360.00	\$1,200.00	\$336.00	\$1,350.00		
Recreation Center & Portables	\$360.00	\$1,080.00	\$336.00	\$960.00		
Sportsplex, All Buildings	\$504.00	\$2,400.00	\$504.00	\$1,153.56		
Tennis Center	\$300.00	\$1,080.00	\$336.00	\$912.00		
Weight Room Building	\$336.00	\$300.00	\$336.00	\$335.25		
Wildlife Center	\$200.00	\$480.00	\$140.00	\$49.00		
Wind & Water Learning Center	\$360.00	\$300.00	\$360.00	\$65.85		
Bid Total	\$10,360.00	\$22,170.00	\$9,640.00	\$11,452.08		
On-Call Emergency Service Hourly Rate	\$25.00	\$120.00	\$0.00 during business hours / \$75.00 after hours	\$75.00		
Pricing for New Facilities	\$30.00	\$99.00	\$28.00-55.00 Based on frequency	\$0.0025 /sqft		

Tabulated by T.Robinson 12/12/2024



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of Lighting for Baseball Fields 1 and 9-12 at the Sportsplex through the Sourcewell purchasing cooperative from Musco Sports Lighting, LLC, in the amount of \$477,500.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Purchase Musco Sports Lighting Sportsplex Sourcewell
2. 2024.12.12 Quote - Parks Sportsplex - Musco Fields 1 9-12

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
LIGHTING FOR BASEBALL FIELDS 1 AND 9-12 AT THE SPORTSPLEX
THROUGH THE SOURCEWELL PURCHASING COOPERATIVE
FROM MUSCO SPORTS LIGHTING, LLC, IN THE AMOUNT OF \$477,500**

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 Lighting for Baseball Fields 1 and 9-12 at the Sportsplex through the Sourcewell purchasing cooperative, approved by the State of Alabama and the Public Examiners Office, in the amount of \$477,500.00;
2. That the Mayor is hereby authorized to approve payment to Musco Sports Lighting, LLC, in the amount of \$477,500.00 for Lighting for Baseball Fields 1 and 9-12 at the Sportsplex, per the quote dated December 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 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

Orange Beach Sportsplex Baseball Fields 9-12

Orange Beach, AL

Date: December 12, 2024

Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027

Category: Sports lighting with related supplies and services

All purchase orders should note the following: **SOURCEWELL PURCHASE – CONTRACT NUMBER: 041123-MSL**

Quotation Price – *Materials Only Delivered to Job Site*

Baseball Fields 9-12	\$358,000.00
Baseball Field 1	\$119,500.00
Lump Sum Total	\$477,500.00

Notes:

- Pricing as shown is valid until December 27th, 2024. After that time Musco reserves the right to review pricing.**
- Sales tax, bonding, labor, installation, and unloading of the equipment are not included.

SportsCluster® system with Total Light Control – TLC for LED™ technology

System Description

- Factory aimed and assembled luminaires, including BallTracker® luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed assemblies
- **Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support (Fields 9-12 Only - Field 1 has No Controls)**
- **Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years**

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC

Attn: Jimmy Jumper

Email: jimmy.jumper@musco.com

All Purchase orders should note the following: **SOURCEWELL PURCHASE – CONTRACT NUMBER: 041123-MSL**

Delivery Timing

10 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Jimmy Jumper

Musco Sports Lighting, LLC

Phone: 256-483-5433

E-mail: jimmy.jumper@musco.com





**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the City of Orange Beach, Alabama, to levy taxes within its Police Jurisdiction.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Levy Taxes Police Jurisdiction

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE CITY OF ORANGE BEACH, ALABAMA
TO LEVY TAXES WITHIN ITS POLICE JURISDICTION**

FINDINGS:

1. The City Council of the City of Orange Beach passed Ordinance No. 2007-1036 “Business License Code of the City of Orange Beach, Alabama for the Year 2008 and Each Subsequent Year” on November 13, 2007.
2. Sec. 50-51.- “Levy of Tax” of Ordinance 2007-1036 references Ala. Code § 11-51-90 (1975) et seq. and its authorization for municipalities who have passed an Ordinance establishing such to collect privilege license taxes from persons engaged in business within the corporate limits of the city and its police jurisdiction.
3. The Alabama League of Municipalities strongly suggests that municipalities who operate under the authority of 11-51-91 compare annually the amount of revenue collected from the Police Jurisdiction with the cost of supervision to the area.
4. The Legal Department conducted an internal audit of the City’s 2023 Municipal Police Jurisdiction Report submitted to the Department of Examiners of Public Accounts and has determined that the revenue collected from the Police Jurisdiction is lesser than the cost of supervision of the area.
5. Having reviewed the findings and advice of the City Attorney, the Council has determined that the police jurisdiction levy for the next license tax year shall be reaffirmed as 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 City Council of the City of Orange Beach reaffirms the collection of privilege license taxes from persons engaged in business within the corporate limits of the city and its police jurisdiction; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a performance contract with Severance Security Services, LLC, for a public safety training initiative.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-17-24 24-xxx Authorize Performance Contract Severance Security Services Public Safety Training
2. 2024.12.14 Performance Contract Severance Security Services

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PERFORMANCE CONTRACT WITH SEVERANCE SECURITY SERVICES, LLC
FOR A PUBLIC SAFETY TRAINING INITIATIVE**

FINDINGS:

1. Severance Security Services, LLC, provides training to the public and to law enforcement in the areas of self-defense as well as identification and deterrence of suspected criminal activities specifically in the area of human trafficking.
2. Human trafficking is a serious and growing problem along the Gulf Coast due to the close proximity of international ports and Interstate 10 Highway.
3. Severance Security Services, LLC, is hosting an awareness and public safety training initiative regarding self-defense and protection against human trafficking, along with the Children's Rescue Initiative, Inc., a 501(c)(3) organization.
4. Representatives from the Children's Rescue Initiative, Inc., the Department of Homeland Security, the U.S. Attorney's office, and others will visit the City of Orange Beach to participate in the awareness and training initiative regarding human trafficking.
5. The City wishes to contract with Severance Security Services, LLC, to provide certain training to the City's law enforcement and first responders, to the public, and to the personnel and student body of the Orange Beach City Schools regarding awareness, self-defense and protection against human trafficking.
6. The awareness, self-defense and protection against human trafficking training initiative will serve a public purpose by promoting the health, safety, security, and general welfare of the community by providing training to local law enforcement and first responders as well as Orange Beach students and citizens.
7. The City Council has determined that entering into this agreement with Severance Security Services, LLC, for training to the City's law enforcement and first responders, to the public, and to the schools, regarding awareness, self-defense and protection against human trafficking serves a public purpose and is in the best interest of the citizens 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 Orange Beach City Council has determined that a public purpose is served and that it is in the best interest of the City to enter an agreement with Severance Security Services, LLC, to provide a training initiative regarding awareness, self-defense and protection against human trafficking to the City's law enforcement and first responders, to the public, and to the schools;
2. That public resources may be used in order to support the training initiative, specifically, the use of the City's Event Center and Community Center for certain portions of the training initiative;
3. That the Mayor and City Clerk are hereby authorized to execute and attest, respectively, the performance agreement (attached Exhibit A) in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Severance Security Services, LLC, as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
4. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 17th DAY OF DECEMBER, 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 December 17, 2024.

City Clerk

PERFORMANCE CONTRACT

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

1. Recitals:

- a. Contractor provides training to the public and to law enforcement in the areas of self-defense and observation of suspected criminal activities regarding human trafficking.
- b. The City Council believes having an organization to provide certain training to the City’s law enforcement and first responders, to the public, and to the schools, regarding awareness, self-defense and protection against human trafficking serves the health, safety, security and general welfare of the public, and desires to engage Contractor to provide such services for the benefit of Orange Beach residents and visitors.
- c. In consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties do hereby covenant and agree as follows.

2. Contractor’s Obligations:

- a. Contractor shall provide certain training to the City’s law enforcement and first responders, to the public, and to the school personnel and students regarding awareness, self-defense and protection against human trafficking.
- b. Contractor shall provide public safety training to law enforcement and first responders that will specifically promote the safety and security of the community.

3. City’s Obligations:

- a. City agrees to make available during normal operational hours an agreed portion of the Community Center and other required facilities for the Contractor to hold training initiatives and events.

4. Compensation:

Contractor will be permitted to utilize the Orange Beach Event Center at no charge for a five-day training event and a single evening private event related to raising awareness of human trafficking January 20-24, 2025.

5. Term:

The term of this agreement shall begin on January 1, 2025, and end on December 31, 2025, unless terminated earlier in accordance with paragraph 11. This agreement may be renewed annually by resolution adopted by the City Council.

6. Independent Contractor:

- a. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.
- b. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an Independent Contractor in every respect and

shall take all steps at its own expense, as City may from time to time request, to indicate that it is an Independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefor.

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 such consent shall be granted or denied solely at City's discretion.

8. Insurance:

- a. Contractor shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor under this Agreement, including the following, at a minimum:
 - i. Worker's compensation insurance as required by law; and
 - ii. Commercial general liability insurance with minimum coverage limits of \$100,000 per person and \$300,000 per occurrence, naming the City of Orange Beach and the City's officers, employees, and consultants as additional insured. The policy shall be with a carrier and in a form acceptable to the City at the City's sole discretion.
- b. Any insurance carried by the City, its officers, or its employees or contractors is excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.
- c. Contractor shall provide to the City a Certificate of Insurance as evidence that required policies are in full force and effect.

9. Indemnity:

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

10. Compliance with Law:

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

11. 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 17 below.

12. 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.

13. 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 duly authorized representatives of both parties.

14. 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.

15. Laws 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 is Baldwin County, Alabama.

16. Permits, Licensing, etc:

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

17. Background Check and Drug Testing

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

18. Confidentiality:

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

19. Notices:

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

City of Orange Beach:

City Clerk
Post Office Box 458
Orange Beach, Alabama 36561

With Required Copy to:

City Attorney
Post Office Box 458
Orange Beach, Alabama 36561

And to Contractor:

Severance Security Services
3757 Gulf Shores Parkway
Suite B
Gulf Shores, AL 36542

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

CITY OF ORANGE BEACH,
An Alabama Municipal Corporation

By: _____
Mayor Anthony T. Kennon

ATTEST:

Renee Eberly, City Clerk

CONTRACTOR:

SEVERANCE SECURITY SERVICES

By: _____
Tim Harry

STATE OF ALABAMA
COUNTY OF BALDWIN

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

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

(SEAL)

Notary Public
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Tim Harry is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the above and foregoing, he, as representative and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

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

(SEAL)

Notary Public
My Commission Expires: _____



**REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2024**

Departments: City Clerk

Description of Topic: First Reading - Ordinance amending Chapter 42, Article II, Division 2, Section 42-41(d) of the Code of Ordinances for the City of Orange Beach, Alabama, to remove the adoption of Appendix "M" of the 2021 International Fire Code.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2024-xxxx Amd Ch 42 Art II Div 2 Sec 42-41 Remove Appendix M 2021 International Fire Code

ORDINANCE NO. 2024-xxxx

**AN ORDINANCE AMENDING CHAPTER 42, ARTICLE II, DIVISION 2, SECTION 42-41(d)
OF THE CODE OF ORDINANCES FOR THE CITY OF ORANGE BEACH, ALABAMA
TO REMOVE THE ADOPTION OF APPENDIX “M” OF THE
2021 INTERNATIONAL FIRE CODE**

FINDINGS:

1. The City Council of the City of Orange Beach passed Ordinance No. 2023-1438 entitled, “An Ordinance Amending Chapter 42, Article II, Division 2, Section 42-41(d) of the Code of Ordinances for the City of Orange Beach, Alabama, to Adopt the 2021 International Fire Code”, on March 7, 2023.
2. Subsection (d) of Sec. 42-41 “Technical Codes” includes the adoption of certain Appendix Chapters within the 2021 International Fire Code.
3. On December 10, 2024, a hearing was held by the State of Alabama Department of Insurance which resulted in the adoption of an amendment to the State of Alabama adoption of the International Fire Code (2021 Ed.) repealing the adoption of Appendix “M”.
4. Pursuant to the actions of the State Fire Marshall and the State of Alabama Department of Insurance, the Fire Chief of the City of Orange Beach and his supervisory staff recommend that the Municipal Code of the City of Orange Beach Sec. 42-41 “Technical Codes” likewise be amended to remove the adoption of Appendix Chapter M.
5. Having reviewed the recommendation of the City Fire Chief, the City Council has determined that amending Sec. 42-41 “Technical Codes” subsection (d) to remove the adoption of Appendix Chapter M of the 2021 International Fire Code is in the best interest of the City of Orange Beach, Alabama.

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

1. That Sec. 42-41 “Technical Codes”, subsection (d) of the City of Orange Beach Code of Ordinances is amended to read in its entirety as follows:

(d) The *2021 International Fire Code* including Appendix Chapters A, B, C, D E, F, H, and I as published by the International Code Council, be and is hereby adopted as the Fire Code of the City of Orange Beach, in the State of Alabama and the following sections are hereby revised:

Section 101.1 City of Orange Beach, Alabama and its Police and Planning Jurisdiction.

Section 110.4 (SPECIFY OFFENSE) Fire Code Violation

(AMOUNT) As outlined in §1-7 of the city code.

(NUMBER OF DAYS) As outlined in §1-7 of the city code.

Section 112.4 Delete in its entirety and replace with: "Failure to comply. It shall be unlawful and a violation of the city code for any person to continue work after having been served with a stop work order, except such work as the person is directed to perform to remove a violation or unsafe condition. Penalties shall be provided in §1-7 of the city code."

Section 307.1.1 Insert: "Prohibited Open Burning. Open burning is prohibited unless approved by the fire chief."

Section 307.1.2 Insert: "Burning of dangerous or hazardous materials. No permit shall be issued

for the burning of organic or other debris from lot clearing activities, or the burning of any materials which may produce dangerous, noxious, or toxic fumes, smoke, odors, or which may be considered dangerous to the health and general welfare of the people of the city.

Section 307.4.3 Exception; Delete and Insert: "Portable outdoor fireplaces used at one –and-two family dwellings equipped with approved spark arrestors."

Section 308.1.4 Delete "combustible balconies" and insert: "balconies"

Section 308.1.4 Delete Item 3 under Exceptions.

Section 505.1 Insert: "Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) high with a minimum stroke width of ½ inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained. Address and building numbers for commercial properties shall be as follows:

1. 50' or less setback from addressed street curb - 4"
2. 51' to 100' or less setback from addressed street curb - 6"
3. 101' - 150' setback from addressed street curb - 8"
4. 151' - 200' setback from addressed street curb - 10"
5. 201' or greater setback from addressed street curb - Permanent sign that is not more than 50' from the street curb"

Section 505.1.1 Insert: "Beach address Identification. New and existing buildings (excluding single family dwellings) located on the south side of State Highway 182 (Perdido Beach Boulevard) with frontage on the Gulf of Mexico shall comply with the following requirements for identification signs:

1. All new and existing buildings (excluding single family residential) with dune walkovers or boardwalks in excess of one hundred (100) feet in length, an *minimum of* eighteen (18) inch by twenty-four (24) inch *and a maximum of twenty-four (24) by thirty-six (36) inch* sign shall be installed at the south end of the boardwalk or walkover and shall face southward. Such sign shall comply with the specifications in paragraph 2, below.
2. All new and existing buildings (excluding single family residential) without dune walkovers or boardwalks, or with dune walkovers or boardwalks less than one hundred (100) feet in length, one (1) eighteen (18) inch by twenty-four (24) inch to twenty-four (24) inch by thirty-six (36) inch sign with (3) inch high letters and the background shall be white. Signs shall be properly mounted and shall be placed north of the Construction Control Line (CCL) established by the Alabama Department of Environmental Management. The sign shall be no less or greater than four (4) feet above grade.
3. Signs shall be attached to posts with two (2) inch minimum stainless steel screws or bolts as applicable.
4. Content of sign: Name of establishment and its street address.
5. The sign shall be maintained in good condition at all times."

Section 507.5.7 Insert: "A private service fire hydrant shall be banded with a durable, high visibility (reflective) fire hydrant collar that is 1.75" in width and white in color.

Section 901.2.1.1 Insert: "All sprinkler and fire alarm design drawings submitted to the fire department for review shall abide by the Alabama State Board of Licensure for Professional Engineers and Land Surveyors' fire protection position statement. NICET certification does not replace the requirement for professional licensure. The designing of fire protection and detection systems is engineering and as such must be designed by or under the direct supervision of professional engineers qualified to design fire protection and detection systems. Only fire protection and detection designs that have been signed and sealed by a qualified Alabama licensed professional engineer shall be approved for construction."

Section 901.2.1.2 Insert: "Contractor Qualification Requirements. Copies of applicable permits and Certifications as required shall be submitted to the Fire Marshall for review.

Restaurant Fixed Extinguishing Systems:

- The qualifier must possess manufacturer certification (which restricts them to that manufacturer) and/or NAFED/ICC certification (which would allow them to be unrestricted and service, maintain, or install any system).

Sprinkler Systems:

- Must possess a current sprinkler permit through the Alabama State Fire Marshal's Office and applicable NICET certification.

Fire Alarm Systems:

- Must possess a fire alarm permit through the Alabama State Fire Marshal's Office and applicable NICET certification. Must possess a minimum of NICET II to perform technician work, or work under the direct supervision of a NICET II.

Portable Fire Extinguishers:

- Current certificate of training on portable fire extinguishers in compliance with NFPA 10."

Section 903.4.4 Insert: "Multi-Tenant Buildings. In multi-tenant buildings requiring automatic fire sprinkler systems, and where no fire alarm is required by Section 907, each tenant shall have at least one notification device (horn/strobe) to provide audible and visual notification upon activation of the listed sprinkler monitoring system."

Section 905.4.3 Insert: "Pressure Regulating Devices. Where hose valve pressure regulating devices are installed on 2 1/2 in. (65 mm) outlets, they shall be field adjustable, capable of being adjusted through the full adjustment range by a 3/8 in. (12 mm) rod with a maximum required torque of 30 foot-pounds (41 nm) while flowing water. Field adjustment shall not require any hose valve disassembly."

Section 905.6.3 Insert: "Pressure Regulating Devices. Where hose valve pressure regulating devices are installed on 2 1/2 in. (65 mm) outlets, they shall be field adjustable, capable of being adjusted through the full adjustment range by a 3/8 in. (12 mm) rod with a maximum required torque of 30 foot-pounds (41 nm) while flowing water. Field adjustment shall not require any hose valve disassembly."

Section 912.6.1 Insert: "All above-ground piping exposed to the weather shall be insulated to protect from freezing."

Section 913.5 Delete in its entirety and replace with: "Testing and maintenance. Fire pumps shall

be inspected, tested and maintained in accordance with this section and NFPA 25. More specifically, a weekly test of electric fire pump assemblies shall be conducted without flowing water due to the susceptibility to lightning in our area. Records of inspection, testing and maintenance shall be maintained."

Section 1103.5.4 Insert: "Building owners shall file a compliance schedule with the fire code official not later than 365 days after receipt of written notice. The compliance schedule shall not exceed 12 years for completion of the automatic sprinkler retrofit."

Section 5704.2.9.6.1 Insert: [City of Orange Beach, AL]

Section 5706.2.4.4 Insert: [City of Orange Beach, AL]

Section 5806.2 Insert: [City of Orange Beach, AL]

Section 6104.2 Insert: [City of Orange Beach, AL]

2. All ordinances, resolutions or parts in conflict with this ordinance, to the extent of such conflict, are repealed; and
3. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 7th DAY OF JANUARY, 2025.

Renee Eberly
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies
that the foregoing **ORDINANCE 2025-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