



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 12/17/2024
 - 2. Regular Council Meeting 12/17/2024
 - 3. Committee of the Whole 12/17/2024
- VII. Reports of Officers/Committees**
 - 1. Rebuild Alabama Annual Report - 2024 Transportation Plan
 - 2. 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 a professional services agreement with EnCompass360, Inc., for grant administration services.

Ordinances

1. Second Reading - Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1006-PUDA-24, Turquoise Place PUD Modification, Turquoise Place South Lot.

XII. New Business

Miscellaneous

Resolutions

1. Resolution appointing Larry Ramirez to the Library Board.
2. Resolution appropriating funds to support the Safe Harbor Animal Coalition in the amount of \$10,000 for FY2025.
3. Resolution authorizing transactions relating to Margaritaville Resort-The Wharf.
4. Resolution authorizing the execution of a task order with AECOM for a traffic signal study at the intersection of SR-180 and Wharf Parkway in an amount not to exceed \$13,000.
5. Resolution authorizing a franchise for The Dumpster Guy Baldwin LLC to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris.
6. Resolution authorizing execution of a rental agreement with Sharp Electronics Corporation for a copier for the Parks & Recreation Department through State Bid.
7. Resolution authorizing execution of a professional services agreement with Renee Smith to provide various legal services for the Legal Department.
8. Resolution authorizing the use of the Senior Center to support the Orange Beach Garden Club's "37th Annual Game Day and Salad Luncheon" event.
9. Resolution authorizing execution of a performance contract with Coastal Ballet, Inc.

Public Hearings

1. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0103-PUD-25, Lost Bay Townhouses PUD.

Ordinances

1. First Reading - Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0103-PUD-25, Lost Bay Townhouses PUD.

XIII. Public Comments

XIV. Adjourn

**MINUTES OF
ORANGE BEACH CITY COUNCIL
WORK SESSION
DECEMBER 17, 2024 – 2:00 P.M.
CITY HALL – SOUTH CONFERENCE ROOM**

The Orange Beach City Council met on December 17, 2024, at 2:03 P.M. with Mayor Tony Kennon presiding.

The following members were present:

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

The following members were absent:

Councilmember Jeff Boyd

The following items were discussed:

1. Pest control bid award.
2. Possible deannexation of land.
3. Legal update.
4. ALDOT request.
5. Quarterly legislative meeting review.
6. Marine police office.
7. Potential purchase of real property.
8. Surplus police vehicles.
9. Safe Harbor Animal Coalition funding request.
10. Airport funding contribution.
11. Zoo funding contribution.
12. Lifeguard tower.
13. Employee healthcare contracts.
14. Personnel update.
15. Strength and conditioning coach.
16. Visions of Christmas recap and future ticketing.
17. School board.
18. Burkart Estates complaint.

There being no further business, the meeting adjourned.

Time: 4:45 P.M.

APPROVED this 21st day of January, 2025.

Renee Eberly
City Clerk

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
DECEMBER 17, 2024 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 5:01 P.M.
- II. INVOCATION** Councilmember Jerry Johnson
- III. PLEDGE OF ALLEGIANCE** Eagle Scouts Evan Chase and Daniel Flowers
- IV. ROLL CALL**

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

Absent: Councilmember Jeff Boyd

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Work Session	11/19/2024
Regular Council Meeting	11/19/2024
Committee of the Whole	11/19/2024

The reading was waived and minutes were approved as written.

VII. REPORTS OF OFFICERS/COMMITTEES

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

Councilmember Jerry Johnson invited those in attendance to gather after the meeting at the Orange Beach History Museum to sing Christmas carols.

Woody Speed, Environmental Specialist, announced that the Pensacola and Perdido Bays Estuary Program has obtained national designation.

VIII. AUDITING OF ACCOUNTS

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

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

IX. PRESENTATIONS

X. RECOGNITIONS

1. Recognition of Dr. Mary Catherine Law for achieving her doctorate in education. Mayor Kennon read aloud the Certificate of Recognition, which was accepted by Dr. Law.

XI. UNFINISHED BUSINESS

Resolutions

1. Resolution authorizing execution of an amendment to the professional services agreement with EnCompass360, Inc., for grant writing. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution awarding the Request for Proposals for program administration services for the First Responders Safe Room project to EnCompass360, Inc. **Motion made (Silvers/Blalock) to postpone consideration until the next council meeting on January 7, 2025.** Vote unanimous in favor. **Motion passed.**

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

Resolutions

1. Resolution appropriating funds to the Gulf Shores Airport Authority in an amount not to exceed \$75,000 for FY2025. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution authorizing execution of a performance contract with Baldwin County Economic Development Alliance, Inc. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

3. Resolution authorizing execution of a professional services agreement with Socialize Your Bizness, Inc., for social media consulting and marketing services. **Motion made (Blalock/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution authorizing execution of a professional services agreement with Van Scoyoc Associates for consulting services. **Motion made (Johnson/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. Resolution authorizing execution of a professional services agreement with Bob Riley and Associates, LLC, for lobbying services. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution authorizing execution of a professional services agreement with Chris Litton for various special services. **Motion made (Johnson/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
7. Resolution to update the list of volunteer firefighters and reserve police officers covered under workers' compensation insurance. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
8. Resolution authorizing payment of up to \$3,000 to the Coastal Alabama Business Chamber for the Annual Electronic Recycling and Paper Shred Event. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Blalock/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
12. Resolution authorizing the execution of a performance contract with Callie Perez for the bracelet making instruction at the Senior Center. **Motion made (Blalock/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
14. Resolution authorizing the execution of retainer agreements for outside counsel for the City of Orange Beach for 2025. **Motion made (Blalock/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
15. Resolution authorizing the execution of a right-of-way franchise agreement with Brightspeed of Southern Alabama, LLC. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

16. Resolution authorizing execution of a medical services agreement with Southern Rapid Healthcare, Inc. **Motion made (Blalock/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
17. Resolution authorizing execution of a medical services agreement with South Baldwin Medical Group, dba Baldwin Health Primary and Urgent Care - Orange Beach. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
18. Resolution appointing members to the Employees' Leave Bank Committee. **Motion made (Blalock/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote revealed: Silvers, nay; Johnson, aye; Mitchell, aye; Blalock, aye; Kennon, aye. **Motion passed. (4-1).**
20. Resolution authorizing execution of an agreement with VITALExam, LLC, for comprehensive medical exams for Orange Beach Fire Department personnel. **Motion made (Mitchell/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Blalock/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Mitchell/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Blalock/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
28. Resolution authorizing the City of Orange Beach, Alabama, to levy taxes within its Police Jurisdiction. **Motion made (Mitchell/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
29. Resolution authorizing the execution of a performance contract with Severance Security Services, LLC, for a public safety training initiative. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

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. **Motion made (Sillers/Blalock) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Kennon, aye. **Motion passed. (5-0).** **Motion made (Blalock/Sillers) to adopt the ordinance contingent upon the removal of Buena Vista parking and beach access elements.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Kennon, aye. **Motion passed. (5-0).**

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:25 P.M.

APPROVED this the 21st day of January, 2025.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
DECEMBER 17, 2024 – 5:25 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the January 7, 2025, agenda.

The following members were present:

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

The following members were absent:

Councilmember Jeff Boyd

The following items were discussed:

1. Discuss a Right of Entry Permit and License Agreement with The Nature Conservancy for the Restoration of Robinson and Walker Islands.
2. Discuss policies, procedures, and schedule of fees for the Orange Beach Shooting Facility.
3. Discuss agreement with Coastal Wave Diagnostics, LLC, for cardiovascular screenings for city employees.
4. Resolution authorizing execution of an intergovernmental agreement with Baldwin County for the use of county voting machines and the services of the county voting machine custodian and employees for municipal elections.
5. Resolution authorizing the purchase of a Mower for the Golf Center through Sourcewell from Deere & Company in the amount of \$49,949.52.
6. Resolution authorizing the purchase of a Vehicle for the Public Works Street Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$65,124.
7. Resolution authorizing the purchase of an Excavator for the Public Works Street Department through Sourcewell from Parish Tractor Company, LLC, in the amount of \$126,708.26.
8. Resolution authorizing the purchase of a Mower for the Public Works Street Department through Sourcewell from Parish Tractor Company, LLC, in the amount of \$110,254.60.
9. Resolution authorizing the execution of a professional services agreement with GeoCon Engineering & Materials Testing, Inc., for geotechnical analysis and construction materials testing services.
10. Resolution authorizing the execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide special inspections and construction materials testing for the Coastal Alabama Sea Turtle Center in an amount not to exceed \$7,500.
11. Resolution authorizing the purchase of a Video Surveillance System for the Skeet and Trap Range through State Bid from Vision Security Technologies Inc. in the amount of \$23,546.14.
12. Resolution authorizing the purchase of Four Vehicles for the Fire Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$239,191.
13. Resolution authorizing the execution of a contract for law enforcement services with Baldwin County.

14. Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide design services for a Lifeguard Building in an amount not to exceed \$52,800.
15. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1202-PUDA-24, Terry Cove Harbor PUD, Lot 231 Rear Setback Variance. Public hearing set for January 7, 2025, at 5:00 P.M.
16. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0103-PUD-25, Lost Bay PUD. Public hearing set for January 21, 2025, at 5:00 P.M.
17. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1006-PUDA-24, Turquoise Place PUD Modification, Turquoise Place South Lot on January 7, 2025.

Public Comments:

None

There being no further business, the meeting adjourned.

Time: 5:31 P.M.

APPROVED this 21st day of January, 2025.

Renee Eberly
City Clerk

[illegible]

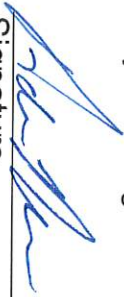
No CTP Amendments were made in FY 2024

County Rebuild Alabama Certificate of Compliance



To: Chair of the Joint Transportation Committee
Senate Pro Tempore
Speaker of the House

From: Adam Roberson
City of Orange Beach Community Development Director


Signature

Re: Rebuild Alabama Certificate of Compliance
FY 2024

This certificate of compliance is being submitted as required by the Rebuild Alabama Act to verify a minimum of 50% of the **County Rebuild Alabama Funds (CRAFs)** for the fiscal year 20 were expended utilizing a contract. The city's actual expenditures under contract were 100%.

Should you need any other information related to this project please feel free to contact this office.

ORANGE BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
PO BOX 2432 4101 ORANGE BEACH BLVD
ORANGE BEACH, ALABAMA 36568
PHONE: 251.981.2610

MAJOR REVENUE SOURCES COMPARATIVE STATEMENT						12.31.24							
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	889,331		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
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
SUBTOTAL	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	126.41%	96.49%		274.42%	157.24%	118.36%	98.05%	114.70%	112.62%	74.94%	136.89%	89.40%	123.59%
2024													
JAN	878,994	508,847	218,077	255,874	28,146	2,590,904	17,910	4,593	1,328,846	1,979	993,009	140,099	6,967,278
FEB	780,065	917,699	393,299	241,875	23,385	751,388	-	2,765	30,719	179	1,730,295	135,174	5,006,844
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	69,546	11,629,711
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	193,100	6,440,744
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	1,598,583	47,046	8,783	14,636	2,881	38,768	507,806	7,120,957
DEC	894,348	844,636	361,987	218,637	26,007	522,031	20,697	2,945	-	1,663	22,293	68,582	2,983,826
TOTAL	19,543,557	29,719,761	12,737,039	2,674,187	652,274	6,120,449	596,121	98,638	1,794,169	37,313	3,943,173	2,367,169	80,283,850
BUDGET	18,500,000	33,500,000	42,456,800	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	105.64%	126.74%		133.71%	130.45%	111.28%	90.32%	109.60%	112.14%	74.63%	131.44%	236.72%	120.91%

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2025

Check Register for 1/9/2025 to 1/22/2025 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
Check Run: 7475					
*****	01/22/2025	132 AL CRIME VICTIMS COMP COM	Check	No	439.00
	Purchase Order #:	0 Voucher #: 158424	Invoice #: 250103		439.00
	Invoice Description:	DEC 2024			
	001-000-128	DUE COST FOR OTH AGENCIES			439.00
*****	01/22/2025	130 AL DEPT OF REV/COLL SERV DIV	Check	No	295.57
	Purchase Order #:	0 Voucher #: 158595	Invoice #: 011025-BRAGA-OLIVEIR		295.57
	Invoice Description:	L0717980128			
	001-000-104	GARNISHMENT/SAVINGS			295.57
*****	01/22/2025	6550 AL INTERLOCK INDIGENT FUND	Check	No	34.00
	Purchase Order #:	0 Voucher #: 158425	Invoice #: 250103		34.00
	Invoice Description:	DEC 2024			
	001-000-128	DUE COST FOR OTH AGENCIES			34.00
*****	01/22/2025	144 AL OFFICERS ANNTY & BENEF	Check	No	546.00
	Purchase Order #:	0 Voucher #: 158426	Invoice #: 250103		546.00
	Invoice Description:	DEC 2024			
	001-000-128	DUE COST FOR OTH AGENCIES			546.00
*****	01/22/2025	7828 AMAZON CAPITAL SERVICES, INC	Check	No	1,056.53
	Purchase Order #:	0 Voucher #: 158436	Invoice #: 174J-YCLW-DDWF		-19.99
	Invoice Description:	CRDT- APPL PNCL			
	001-020-516	SUPPLIES/OPERATING			-19.99
	Purchase Order #:	0 Voucher #: 158437	Invoice #: 1943-YPY1-Q4GQ		116.72
	Invoice Description:	MCHN ROPE/ GRIPS			
	001-325-516	SUPPLIES/OPERATING			116.72
	Purchase Order #:	0 Voucher #: 158438	Invoice #: 1L7D-YYLL-R1V1		328.90
	Invoice Description:	FLR WAX STRPPR/ FLR WAX/ BFFR PADS			
	001-325-513	SUPPLIES/JANITORIAL			303.91
	001-325-516	SUPPLIES/OPERATING			24.99
	Purchase Order #:	0 Voucher #: 158439	Invoice #: 1LNR-611J-1VRF		95.98
	Invoice Description:	POOL SKIMMERS			
	403-676-516	SUPPLIES/OPERATING			95.98
	Purchase Order #:	0 Voucher #: 158440	Invoice #: 1TQR-YYCM-1K1K		309.88
	Invoice Description:	#338 CAR STEREO/ FOG BLBS/ BCKUP CMRA			
	403-676-622	RPR/MAINT VEHICLES			309.88
	Purchase Order #:	0 Voucher #: 158441	Invoice #: 1XDL-GNN3-FQRF		225.04
	Invoice Description:	SOCCER BALLS/ TACK SPRAY			
	001-350-507	EQUIPMENT/SMALL			203.00
	001-350-516	SUPPLIES/OPERATING			22.04
*****	01/22/2025	3316 AUBURN UNIVERSITY	Check	No	230.00
	Purchase Order #:	0 Voucher #: 158442	Invoice #: V0008962		230.00
	Invoice Description:	M McCRARY RSK MGMT TRN			
	001-001-630	TRAINING/TRAVEL			230.00
*****	01/22/2025	778 AUTOWORX, LLC	Check	No	288.06
	Purchase Order #:	0 Voucher #: 158596	Invoice #: 084200		8.95
	Invoice Description:	DISC \$0.79 #779 OIL FLTR			
	001-200-622	RPR/MAINT VEHICLES			8.95
	Purchase Order #:	0 Voucher #: 158597	Invoice #: 084201		60.02
	Invoice Description:	DISC \$1.23 #766 OIL/ FLTR			
	001-200-510	GAS/OIL			54.69

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2025

Check Register for 1/9/2025 to 1/22/2025 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
	001-200-622	RPR/MAINT VEHICLES			5.33
	Purchase Order #: 0	Voucher #: 158599	Invoice #: 084346		60.02
	Invoice Description: DISC \$1.23 #904 OIL/ FLTR				
	404-677-510	GAS/OIL			55.92
	404-677-622	RPR/MAINT VEHICLES			4.10
	Purchase Order #: 0	Voucher #: 158600	Invoice #: 084347		46.32
	Invoice Description: DISC \$0.95 #715 OIL/ FLTR				
	001-200-510	GAS/OIL			40.99
	001-200-622	RPR/MAINT VEHICLES			5.33
	Purchase Order #: 0	Voucher #: 158601	Invoice #: 094348		54.72
	Invoice Description: DISC \$1.12 #953 FLTRS				
	404-677-618	RPR/MAINT EQUIPMENT			54.72
	Purchase Order #: 0	Voucher #: 158602	Invoice #: 084349		11.71
	Invoice Description: DISC \$0.24 #902 FLTR				
	404-677-622	RPR/MAINT VEHICLES			11.71
	Purchase Order #: 0	Voucher #: 158604	Invoice #: 084351		46.32
	Invoice Description: DISC \$0.95 #856 OIL/ FLTR				
	001-200-510	GAS/OIL			41.94
	001-200-622	RPR/MAINT VEHICLES			4.38
*****	01/22/2025	3834 BALDWIN CTY DA SOLICITORS FUND	Check	No	2,554.44
	Purchase Order #: 0	Voucher #: 158427	Invoice #: 250103		2,554.44
	Invoice Description: DEC 2024				
	001-000-128	DUE COST FOR OTH AGENCIES			2,554.44
*****	01/22/2025	215 BALDWIN CTY JUVENILE DETN	Check	No	1,831.50
	Purchase Order #: 0	Voucher #: 158428	Invoice #: 250103		1,831.50
	Invoice Description: DEC 2024				
	001-000-128	DUE COST FOR OTH AGENCIES			1,831.50
*****	01/22/2025	241 BALDWIN CTY TREASURY	Check	No	183.00
	Purchase Order #: 0	Voucher #: 158429	Invoice #: 250103		183.00
	Invoice Description: DEC 2024				
	001-000-128	DUE COST FOR OTH AGENCIES			183.00
*****	01/22/2025	7888 BLUE TO GOLD, LLC	Check	No	1,790.00
	Purchase Order #: 0	Voucher #: 158443	Invoice #: 250127		1,790.00
	Invoice Description: McBRAYER/ DEMERS TRN				
	001-100-630	TRAINING/TRAVEL			1,790.00
*****	01/22/2025	351 CIRCUIT CLERK	Check	No	652.50
	Purchase Order #: 0	Voucher #: 158605	Invoice #: 011025-LAGRECO		217.50
	Invoice Description: 05-SM-2024-902583.00				
	001-000-104	GARNISHMENT/SAVINGS			217.50
	Purchase Order #: 0	Voucher #: 158606	Invoice #: 011025-WOODRING PISH		217.50
	Invoice Description: 05-CV-2023-900882.00				
	001-000-104	GARNISHMENT/SAVINGS			217.50
	Purchase Order #: 0	Voucher #: 158607	Invoice #: 011025-WHITE		217.50
	Invoice Description: 05-CV-2017-901105.00				
	001-000-104	GARNISHMENT/SAVINGS			217.50
*****	01/22/2025	5957 CIRCUIT CLK JUDICIAL ADMIN FUN	Check	No	287.13
	Purchase Order #: 0	Voucher #: 158430	Invoice #: 250103		287.13
	Invoice Description: DEC 2024				
	001-000-128	DUE COST FOR OTH AGENCIES			287.13

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2025

Check Register for 1/9/2025 to 1/22/2025 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	01/22/2025	5956 CIRCUIT JDG JUDICIAL ADMIN FUN	Check	No	287.13
	Purchase Order #: 0	Voucher #: 158431	Invoice #: 250103		287.13
	Invoice Description: DEC 2024				
	001-000-128 DUE COST FOR OTH AGENCIES				287.13
*****	01/22/2025	5662 CITIZENSHIP TRUST FUND	Check	No	95.00
	Purchase Order #: 0	Voucher #: 158432	Invoice #: 250103		95.00
	Invoice Description: DEC 2024				
	001-000-128 DUE COST FOR OTH AGENCIES				95.00
*****	01/22/2025	8218 COASTAL CREATIONS	Check	No	708.50
	Purchase Order #: 0	Voucher #: 158447	Invoice #: 250107		708.50
	Invoice Description: RESIN PNT POUR CLSS 1.07.25				
	430-682-612 PROFESSIONAL FEES				708.50
*****	01/22/2025	369 COBBS, ALLEN & HALL, INC.	Check	No	18,750.00
	Purchase Order #: 0	Voucher #: 158448	Invoice #: 87676		18,750.00
	Invoice Description: Q1 CNSLTNG FEE				
	001-001-612 PROFESSIONAL FEES				18,750.00
*****	01/22/2025	319 COCA-COLA BOTTLING CO	Check	No	3,278.50
	Purchase Order #: 0	Voucher #: 158449	Invoice #: 45017953024		418.50
	Invoice Description: 54 CSES BTTLTD WTR				
	001-175-516 SUPPLIES/OPERATING				418.50
	Purchase Order #: 0	Voucher #: 158450	Invoice #: 45017953004		2,860.00
	Invoice Description: VENDING/ CONCESSIONS				
	001-301-516 SUPPLIES/OPERATING				2,860.00
*****	01/22/2025	7805 COMMUNITY COFFEE COMPANY, LLC	Check	No	408.75
	Purchase Order #: 0	Voucher #: 158451	Invoice #: 9529500641		408.75
	Invoice Description: COFFEE SUPPLIES				
	001-325-516 SUPPLIES/OPERATING				408.75
*****	01/22/2025	390 COMPTROLLER STATE OF AL	Check	No	9,050.37
	Purchase Order #: 0	Voucher #: 158433	Invoice #: 250103		9,050.37
	Invoice Description: DEC 2024				
	001-000-128 DUE COST FOR OTH AGENCIES				9,050.37
*****	01/22/2025	3863 CPC OFFICE TECHNOLOGIES	Check	No	15.05
	Purchase Order #: 0	Voucher #: 158452	Invoice #: 2365339		15.05
	Invoice Description: 10/01-12/31/24 COPIER				
	001-375-516 SUPPLIES/OPERATING		Accrual		15.05
*****	01/22/2025	5818 DIANE MURRAY	Check	No	1,365.00
	Purchase Order #: 0	Voucher #: 158453	Invoice #: 250106		1,365.00
	Invoice Description: WTRCLR INTRO CLSS 1.06.25				
	430-682-612 PROFESSIONAL FEES				1,365.00
*****	01/22/2025	8444 EDWARD T. STEFANKIEWICZ	Check	No	1,250.00
	Purchase Order #: 0	Voucher #: 158502	Invoice #: 3747		1,250.00
	Invoice Description: JAN 2025				
	001-301-612 PROFESSIONAL FEES		Accrual		1,250.00
*****	01/22/2025	6233 FEDEX	Check	No	88.52
	Purchase Order #: 0	Voucher #: 158454	Invoice #: 8-728-71423		88.52
	Invoice Description: SHIP PMT FOR VEHCL PRCH				
	001-100-605 COMMUNICATIONS		Accrual		88.52

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2025

Check Register for 1/9/2025 to 1/22/2025 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	01/22/2025	3612 FIRST CALL	Check	No	1,450.10
Purchase Order #:	0	Voucher #: 158455	Invoice #: 5491-326315		109.35
Invoice Description:	#3563 BATTERY				
001-301-618	RPR/MAINT EQUIPMENT			109.35	
Purchase Order #:	0	Voucher #: 158456	Invoice #: 5491-326329		525.98
Invoice Description:	#650,622 BTTRY/ OL/ ANTIFRZ				
403-676-622	RPR/MAINT VEHICLES			525.98	
Purchase Order #:	0	Voucher #: 158457	Invoice #: 5491-326339		70.51
Invoice Description:	BLOWER BATTERY				
001-301-618	RPR/MAINT EQUIPMENT			70.51	
Purchase Order #:	0	Voucher #: 158458	Invoice #: 5491-326400		115.54
Invoice Description:	#540 BATTERY				
001-301-618	RPR/MAINT EQUIPMENT			115.54	
Purchase Order #:	0	Voucher #: 158459	Invoice #: 5491-326823		99.69
Invoice Description:	#497 BATTERY				
001-175-622	RPR/MAINT VEHICLES			99.69	
Purchase Order #:	0	Voucher #: 158460	Invoice #: 5491-326824		99.69
Invoice Description:	#474 BATTERY				
001-175-622	RPR/MAINT VEHICLES			99.69	
Purchase Order #:	0	Voucher #: 158461	Invoice #: 5491-326921		110.96
Invoice Description:	LIGHT TOWER BATTERY				
403-676-622	RPR/MAINT VEHICLES			110.96	
Purchase Order #:	0	Voucher #: 158608	Invoice #: 1133-300872		45.98
Invoice Description:	#766 FLTRS				
001-200-622	RPR/MAINT VEHICLES			45.98	
Purchase Order #:	0	Voucher #: 158609	Invoice #: 1133-301138		34.01
Invoice Description:	#794 TIE ROD				
001-200-622	RPR/MAINT VEHICLES			34.01	
Purchase Order #:	0	Voucher #: 158610	Invoice #: 1133-301878		33.98
Invoice Description:	CARGO STRAPS- GRNHSE				
001-210-516	SUPPLIES/OPERATING			33.98	
Purchase Order #:	0	Voucher #: 158611	Invoice #: 5491-326502		204.41
Invoice Description:	#635 BATTERIES				
403-676-622	RPR/MAINT VEHICLES			204.41	
*****	01/22/2025	6493 BARBARA J. FRANCEZ	Check	No	120.00
Purchase Order #:	0	Voucher #: 158418	Invoice #: 250103		120.00
Invoice Description:	CARDIO DANCE				
001-325-612	PROFESSIONAL FEES			120.00	
*****	01/22/2025	782 GULF SHORES BUILDERS SUPPLY	Check	No	3.84
Purchase Order #:	0	Voucher #: 158462	Invoice #: 2501-595901		3.84
Invoice Description:	LATTICE				
001-604-710	POLICE STATION CONSTRUCTI			3.84	
*****	01/22/2025	792 GULF STATES DISTRIBUTORS	Check	No	70.00
Purchase Order #:	0	Voucher #: 158463	Invoice #: 1480820-IN		70.00
Invoice Description:	SHIRTS				
001-614-734	SHOOTING RANGE		Accrual	70.00	
*****	01/22/2025	6551 HIGHWAY TRAFFIC SAFETY FUND	Check	No	60.00
Purchase Order #:	0	Voucher #: 158434	Invoice #: 250103		60.00
Invoice Description:	DEC 2024				
001-000-128	DUE COST FOR OTH AGENCIES			60.00	

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2025

Check Register for 1/9/2025 to 1/22/2025 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	01/22/2025	3579 HOBBY LOBBY	Check	No	93.02
	Purchase Order #:	0	Voucher #: 158464		93.02
	Invoice Description:	'SHRK' FBRC/ CSTM SPPLS/ OFC DECOR	Invoice #: 137934416		
		001-375-516 SUPPLIES/OPERATING			46.51
		001-375-636 PRODUCTION COST			46.51
*****	01/22/2025	230 IMPERIAL DADE	Check	No	2,075.50
	Purchase Order #:	0	Voucher #: 158465		2,075.50
	Invoice Description:	DISINF WPS/ P-TWLS/ T-TISS/ URNL FLR MATS	Invoice #: 36447863		
		001-325-513 SUPPLIES/JANITORIAL			2,075.50
*****	01/22/2025	6543 JANE SIMS	Check	No	120.00
	Purchase Order #:	0	Voucher #: 158419		120.00
	Invoice Description:	PIYO/ P90X	Invoice #: 250103		
		001-325-612 PROFESSIONAL FEES			120.00
*****	01/22/2025	8027 JILL TAYLOR	Check	No	210.00
	Purchase Order #:	0	Voucher #: 158420		210.00
	Invoice Description:	YOGA/ BCF	Invoice #: 250103		
		001-325-612 PROFESSIONAL FEES			210.00
*****	01/22/2025	6916 KONE INC	Check	No	285.00
	Purchase Order #:	0	Voucher #: 158466		285.00
	Invoice Description:	JAN 25 ELVTR MAINT	Invoice #: 871573825		
		430-682-612 PROFESSIONAL FEES			285.00
*****	01/22/2025	8057 LAUREN C. McCAGHREN	Check	No	30.00
	Purchase Order #:	0	Voucher #: 158421		30.00
	Invoice Description:	DANCE PARTY	Invoice #: 250103		
		001-325-612 PROFESSIONAL FEES			30.00
*****	01/22/2025	7951 LEGAL AND LIABILITY RISK MGMT INSTITUTE	Check	No	650.00
	Purchase Order #:	0	Voucher #: 158467		650.00
	Invoice Description:	CAIN/ MALONE TRNDS TRN	Invoice #: 250818		
		001-100-630 TRAINING/TRAVEL			650.00
*****	01/22/2025	1234 LIBERTY LINEN	Check	No	1,666.29
	Purchase Order #:	0	Voucher #: 158469		1,342.29
	Invoice Description:	P-TWLS/ SHOP TWLS/ T-TISS/ CAN LNRS	Invoice #: 217090		
		001-175-513 SUPPLIES/JANITORIAL			1,342.29
	Purchase Order #:	0	Voucher #: 158470		324.00
	Invoice Description:	GLOVES/ TI-TISSUE	Invoice #: 217143		
		403-676-516 SUPPLIES/OPERATING			324.00
*****	01/22/2025	1230 LIBRARY BOARD	Check	No	62,507.83
	Purchase Order #:	0	Voucher #: 158612		62,507.83
	Invoice Description:	FEB 2025	Invoice #: 2025-02		
		001-000-911 LIBRARY AID			62,507.83
*****	01/22/2025	7566 LOCALITY MEDIA, INC	Check	No	15,175.00
	Purchase Order #:	250005	Voucher #: 158471		15,175.00
	Invoice Description:	ANN'L RNWL 12/31/24 - 12/31/25	Invoice #: 3177		
		001-175-612 PROFESSIONAL FEES			15,175.00
*****	01/22/2025	1259 LOWE'S COMPANIES, INC	Check	No	404.32
	Purchase Order #:	0	Voucher #: 158472		-59.85
	Invoice Description:	CRDT- PALLETS	Invoice #: 79836		

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2025

Check Register for 1/9/2025 to 1/22/2025 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		403-676-516 SUPPLIES/OPERATING			-59.85
		Purchase Order #: 0 Voucher #: 158473 Invoice #: 83925			133.81
		Invoice Description: 'SHRK' FOAM/ DSPNSNG GUN/ FOAM GUN			
		001-375-636 PRODUCTION COST			133.81
		Purchase Order #: 0 Voucher #: 158474 Invoice #: 93452			130.98
		Invoice Description: FURNITURE MOVERS			
		403-676-516 SUPPLIES/OPERATING			130.98
		Purchase Order #: 0 Voucher #: 158475 Invoice #: 96303			199.38
		Invoice Description: TIDE PODS/ DRILL BITS			
		411-681-513 SUPPLIES/JANITORIAL			113.92
		411-681-516 SUPPLIES/OPERATING			85.46
*****	01/22/2025	8621 MAGNA5 MS LLC	Check	No	26,340.00
		Purchase Order #: 0 Voucher #: 158613 Invoice #: 198700			26,340.00
		Invoice Description: 2025 RNWL TRN PGM			
		001-001-612 PROFESSIONAL FEES			26,340.00
*****	01/22/2025	7710 MARQUISE B. ELSTON	Check	No	120.00
		Purchase Order #: 0 Voucher #: 158422 Invoice #: 250103			120.00
		Invoice Description: TBF			
		001-325-612 PROFESSIONAL FEES			120.00
*****	01/22/2025	1320 MATHES OF ALABAMA ELECTRIC SUPPLY CO	Check	No	187.63
		Purchase Order #: 0 Voucher #: 158614 Invoice #: 659107-00			187.63
		Invoice Description: DISC \$3.83 BREAKERS			
		001-614-733 COASTAL RESOURCE WILDLIFE CTR			187.63
*****	01/22/2025	6179 MEDIACOM	Check	No	173.50
		Purchase Order #: 0 Voucher #: 158476 Invoice #: 25-01 ONO			173.50
		Invoice Description: ACCT 5029 JAN 25			
		001-175-635 UTILITIES			173.50
*****	01/22/2025	425 MICHAEL A. DASINGER III	Check	No	3,333.33
		Purchase Order #: 0 Voucher #: 158477 Invoice #: 241202A			3,333.33
		Invoice Description: DEC 2024			
		001-010-612 PROFESSIONAL FEES	Accrual		3,333.33
*****	01/22/2025	7132 MICHELLE MURPHY	Check	No	80.00
		Purchase Order #: 0 Voucher #: 158423 Invoice #: 250103			80.00
		Invoice Description: ZUMBA			
		001-325-612 PROFESSIONAL FEES			80.00
*****	01/22/2025	7970 MOBILE PRESS-REGISTER	Check	No	59.88
		Purchase Order #: 0 Voucher #: 158478 Invoice #: 36500-21768645E			59.88
		Invoice Description: 12 WKS SBSCRPTN TO 3.20.25			
		001-001-608 DUES/MEMBERSHIP/SUBSCRIPT			59.88
*****	01/22/2025	1419 NAFECO, INC	Check	No	251.00
		Purchase Order #: 0 Voucher #: 158479 Invoice #: 1318674			251.00
		Invoice Description: TURNOUT PANT RPR			
		001-175-618 RPR MAINT/EQUIPMENT	Accrual		251.00
*****	01/22/2025	7037 ONLINE SOLUTIONS, LLC	Check	No	30,600.00
		Purchase Order #: 0 Voucher #: 158616 Invoice #: 5821			30,600.00
		Invoice Description: 2025 ANN'L RNWL CTZNSRV			
		001-030-608 DUES/MEMBERSHIP/SUBS			30,600.00
*****	01/22/2025	1520 ORANGE BEACH AUTO & MARINE	Check	No	71.35

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01/15/2025 6:26:50PM

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ap-check-register

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2025

Check Register for 1/9/2025 to 1/22/2025 & 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 #: 158480	Invoice #: 68660		71.35
Invoice Description:		PUMP BLT/ SPRY PNT/ GSKT MKR			
	403-676-616	RPR/MAINT PLANT/BLDGS			71.35
***** 01/22/2025		6382 PARIS ACE HARDWARE	Check	No	863.40
Purchase Order #:	0	Voucher #: 158481	Invoice #: 35459221		21.54
Invoice Description:		SNAP BOLTS			
	001-301-618	RPR/MAINT EQUIPMENT			21.54
Purchase Order #:	0	Voucher #: 158482	Invoice #: 35459248		44.35
Invoice Description:		HAMMER/ RBBR MALLET			
	411-681-516	SUPPLIES/OPERATING			44.35
Purchase Order #:	0	Voucher #: 158483	Invoice #: 35459459		139.99
Invoice Description:		EXTENSION CORD			
	001-100-620	RPR/MAINT GROUNDS			139.99
Purchase Order #:	0	Voucher #: 158484	Invoice #: 35459474		14.99
Invoice Description:		SWIFFER DUSTER			
	001-604-710	POLICE STATION CONSTRUCTI			14.99
Purchase Order #:	0	Voucher #: 158485	Invoice #: 35459664		64.16
Invoice Description:		PVC CAPS/ PIPE/ GLV STRAP HNGR			
	001-175-507	EQUIPMENT/SMALL			64.16
Purchase Order #:	0	Voucher #: 158486	Invoice #: 35459765		6.97
Invoice Description:		BAKING SODA CLNRS/ FCT CVR			
	001-300-616	RPR/MAINT PLANT/BLDGS			6.97
Purchase Order #:	0	Voucher #: 158487	Invoice #: 35460006		6.78
Invoice Description:		FAUCET COVERS			
	001-325-516	SUPPLIES/OPERATING			6.78
Purchase Order #:	0	Voucher #: 158488	Invoice #: 35460984		26.97
Invoice Description:		CLOTHES LINE			
	001-301-516	SUPPLIES/OPERATING			26.97
Purchase Order #:	0	Voucher #: 158489	Invoice #: 35461038		24.32
Invoice Description:		'SHRK' STRAPS/ CPLNGS/ CAPS			
	001-375-636	PRODUCTION COST			24.32
Purchase Order #:	0	Voucher #: 158490	Invoice #: 35461120		411.76
Invoice Description:		INSULTD PIPE/ FAUCET CVRS			
	001-301-516	SUPPLIES/OPERATING			411.76
Purchase Order #:	0	Voucher #: 158491	Invoice #: 35461330		6.29
Invoice Description:		HOSE CAP			
	001-604-710	POLICE STATION CONSTRUCTI			6.29
Purchase Order #:	0	Voucher #: 158492	Invoice #: 35461613		67.56
Invoice Description:		'SHRK' SPRY PNT/ CRNR BRC/ EYE BOLTS			
	001-375-636	PRODUCTION COST			67.56
Purchase Order #:	0	Voucher #: 158617	Invoice #: 35459825		27.72
Invoice Description:		STRT JAW PLIERS/ ELEC TAPE			
	001-200-516	SUPPLIES/OPERATING			27.72
***** 01/22/2025		7530 PEDIATRIC EMERGENCY STANDARDS INC	Check	No	3,595.25
Purchase Order #:	250003	Voucher #: 158493	Invoice #: INV-10893		3,595.25
Invoice Description:		ANN'L RNWL 2025			
	001-175-612	PROFESSIONAL FEES			3,595.25
***** 01/22/2025		5676 PHOENIX WEST OWNER'S ASSOC	Check	No	143.48
Purchase Order #:	0	Voucher #: 158619	Invoice #: 2025-01		143.48
Invoice Description:		JAN 2025 ROOFTOP LEASE			
	001-175-605	COMMUNICATIONS			143.48

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2025

Check Register for 1/9/2025 to 1/22/2025 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
*****	01/22/2025	6074 PRINTING PROS	Check	No	151.80
	Purchase Order #: 0	Voucher #: 158494	Invoice #: 17886		151.80
	Invoice Description: PCKLBL BIZ CRDS				
	001-325-516	SUPPLIES/OPERATING			151.80
*****	01/22/2025	8577 SASSY TOOLS, LLC	Check	No	2,677.85
	Purchase Order #: 0	Voucher #: 158495	Invoice #: D 3745		2,342.88
	Invoice Description: WRNCH SETS/ HMMRS/ BATTERY				
	403-676-516	SUPPLIES/OPERATING			2,342.88
	Purchase Order #: 0	Voucher #: 158496	Invoice #: D 3747		334.97
	Invoice Description: PRY BAR SET/ TOOLBOX				
	403-676-516	SUPPLIES/OPERATING			334.97
*****	01/22/2025	1930 SHERWIN-WILLIAMS	Check	No	32.14
	Purchase Order #: 0	Voucher #: 158497	Invoice #: 3505-4		32.14
	Invoice Description: PAINT/ STRAINER				
	001-604-710	POLICE STATION CONSTRUCTI			32.14
*****	01/22/2025	6756 STAPLES BUSINESS ADVANTAGE	Check	No	501.30
	Purchase Order #: 0	Voucher #: 158498	Invoice #: 6021063633		189.99
	Invoice Description: PRINTER				
	001-175-507	EQUIPMENT/SMALL			189.99
	Purchase Order #: 0	Voucher #: 158499	Invoice #: 6021063634		511.30
	Invoice Description: TONER/ INK/ COPY PPR/ TAPE				
	001-350-516	SUPPLIES/OPERATING			511.30
	Purchase Order #: 0	Voucher #: 158500	Invoice #: 6021063635		-199.99
	Invoice Description: CRDT- SCANNER				
	001-020-516	SUPPLIES/OPERATING	Accrual		-199.99
*****	01/22/2025	5955 STATE JUDICIAL ADMIN FUND	Check	No	1,160.74
	Purchase Order #: 0	Voucher #: 158435	Invoice #: 250103		1,160.74
	Invoice Description: DEC 2024				
	001-000-128	DUE COST FOR OTH AGENCIES			1,160.74
*****	01/22/2025	6802 TARGET SOLUTIONS LEARNING	Check	No	12,186.21
	Purchase Order #: 250004	Voucher #: 158501	Invoice #: INV110169		12,186.21
	Invoice Description: ANN'L RNWL 2025				
	001-175-612	PROFESSIONAL FEES			12,186.21
*****	01/22/2025	2371 THOMSON REUTERS - WEST PAYMENT CENTER	Check	No	1,796.00
	Purchase Order #: 0	Voucher #: 158503	Invoice #: 851293323		1,796.00
	Invoice Description: ONLINE SFTWR/ SBSCRPTN				
	001-001-612	PROFESSIONAL FEES			1,796.00
*****	01/22/2025	6717 U.S. DEPT OF TREASURY	Check	No	170.00
	Purchase Order #: 0	Voucher #: 158621	Invoice #: 011025-BARLOW		170.00
	Invoice Description: WG160133332				
	001-000-104	GARNISHMENT/SAVINGS			170.00
*****	01/22/2025	1299 VCA ANIMAL HOSPITALS, INC	Check	No	304.85
	Purchase Order #: 0	Voucher #: 158504	Invoice #: 940614799		304.85
	Invoice Description: HUGO BRD 12/26/24-01/02/25				
	001-100-612	PROFESSIONAL FEES			304.85
*****	01/22/2025	7826 VERATHON, INC.	Check	No	1,415.00
	Purchase Order #: 0	Voucher #: 158505	Invoice #: 81044809		1,415.00
	Invoice Description: GLIDESCOPE BLADES				

ACCOUNTS PAYABLE CHECK REGISTER

City Of Orange Beach

FY 2025

Check Register for 1/9/2025 to 1/22/2025 & Check Numbers 0 to 2147483647

Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
		001-175-516 SUPPLIES/OPERATING			1,415.00
*****	01/22/2025	2245 VINYL SOLUTIONS	Check	No	1,000.00
	Purchase Order #: 0	Voucher #: 158506	Invoice #: EMT-130798		1,000.00
	Invoice Description:	CHARTER BOAT DECALS			
		001-020-516 SUPPLIES/OPERATING			1,000.00
*****	01/22/2025	2335 WALMART COMMUNITY	Check	No	83.02
	Purchase Order #: 0	Voucher #: 158507	Invoice #: 02731		55.12
	Invoice Description:	CHEESE/ CRCKRS/ PRTZL STKS			
		001-350-516 SUPPLIES/OPERATING			55.12
	Purchase Order #: 0	Voucher #: 158508	Invoice #: 04227		27.90
	Invoice Description:	LESS \$2.79 TAX DSK CLNDRS			
		403-676-516 SUPPLIES/OPERATING			27.90
*****	01/22/2025	3080 WEST MARINE PRODUCTS INC	Check	No	2.13
	Purchase Order #: 0	Voucher #: 158509	Invoice #: 7777		2.13
	Invoice Description:	#490 FUSES			
		001-175-618 RPR MAINT/EQUIPMENT			2.13
*****	01/22/2025	6191 XEROX CORPORATION	Check	No	522.44
	Purchase Order #: 0	Voucher #: 158510	Invoice #: 022730475		242.26
	Invoice Description:	11/21-12/21/24 COPIER			
		001-001-516 SUPPLIES/OPERATING	Accrual		242.26
	Purchase Order #: 0	Voucher #: 158511	Invoice #: 022730478		23.04
	Invoice Description:	11/21-12/21/24 COPIER			
		430-682-516 SUPPLIES/OPERATING	Accrual		23.04
	Purchase Order #: 0	Voucher #: 158512	Invoice #: 022836396		210.53
	Invoice Description:	11/30-12/30/24 COPIER			
		001-350-612 PROFESSIONAL FEES	Accrual		210.53
	Purchase Order #: 0	Voucher #: 158622	Invoice #: 022730476		46.61
	Invoice Description:	11/30-12/21/24 COPIER			
		001-410-516 SUPPLIES/OPERATING	Accrual		46.61
Check Run 7475 Check Total					\$218,227.75
Check Run 7475 Update Only					\$0.00
Check Run 7475 Total					\$218,227.75
			Description	Count	Amount (\$)
			ACH	0	\$0.00
			Bank of America	0	\$0.00
			Check	67	\$218,227.75
			Strategic Payment Services	0	\$0.00
			Wells Fargo	0	\$0.00
			Paymode X	0	\$0.00
			Update Only	0	\$0.00
			GRAND TOTAL	67	\$218,227.75

* Denotes Check Numbers that are out of sequence.

ACCOUNTS PAYABLE CHECK REGISTER

Check Register for 1/9/2025 to 1/22/2025 & Check Numbers 0 to 2147483647
Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount (\$)
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The above listed checks are hereby approved for check signing

Authorized Signatures:

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



**REGULAR CITY COUNCIL MEETING
JANUARY 28, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with EnCompass360, Inc., for grant administration services.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-21-25 25-xxx Authorize Professional Services Agreement EnCompass360 Safe Room
2. 2025.01.16 Professional Services Agreement EnCompass360
3. 2025.01.16 Professional Services Agreement EnCompass360 - SRMC Request Room

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
ENCOMPASS 360, INC.
FOR GRANT ADMINISTRATION SERVICES**

FINDINGS:

1. On March 16, 2021, City Council adopted Resolution No. 21-044 authorizing the submittal of a FEMA Hazard Mitigation Grant Program Application to build a First Responder Safe Room.
2. Encompass360, Inc., is a company who has a successful history of and specializes in grant administrative management.
3. The City of Orange Beach and Encompass360, Inc., have reached an agreement (attached Exhibit A) wherein Encompass 360, Inc., will provide grant administrative management services to the City of Orange Beach for the purpose of completing the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) Orange Beach First Responder Safe Room for compensation as described within said agreement.
4. Costs incurred from the implementation of the City's agreement with Encompass 360, Inc., will be reimbursed in full to the City by FEMA upon project approval and obligation.
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 Encompass 360, Inc., 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 21st DAY OF JANUARY, 2025.

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. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 21, 2025.

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 EnCompass360, Inc. a domestic corporation, (hereinafter the "Contractor"), as follows:

1. Recitals

WHEREAS, the City desires to engage Contractor to provide grant administrative management services to the City of Orange Beach, for the purpose of completing the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) Orange Beach First Responder Safe Room;

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

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

2. Services to be Performed

- a) Contractor will provide grant management services to the City of Orange Beach for the purpose of completing the Orange Beach First Responder Safe Room through FEMA's Hazard Mitigation Grant Program.
- b) Contractor will perform such other services in accordance with all applicable federal, state, and local laws, codes, regulations, ordinances, etc., including but not limited to all executive orders, Office of Management and Budget requirements, and U.S. treasury regulations.
- c) The following tasks shall be included in the work to be performed hereunder by contractor:
 - a. Provide administrative grant management to start and complete project within FEMA (POP) Period of Performance.
 - b. Review federal or state award documents, grant agreements, and coordinate execution with the city, AEMA, and FEMA.
 - c. Provide guidance/recommendations to city legal and purchasing related to language for agreements with architect/engineering, special inspections/material testing, and general contractor to cover AEMA and FEMA project requirements.
 - d. Provide guidance and requirements to design/engineering team related to federal or state guidelines, including eligible and ineligible costs.
 - e. Provide consulting guidance and federal or state requirements during bid spec, pre-bid meeting, bid, and general contractor contract execution, including separation and invoicing for eligible and ineligible costs.
 - f. Provide ongoing consulting with all parties related to construction costs and federal and state eligible and ineligible items.
 - g. Provide Davis Bacon Wage certification, inspections, monitoring, and reporting.
 - h. Review and submit copies of pay applications, invoices and payments during reimbursement process.
 - i. Provide quarterly reports on progress of safe room during project life cycle design/engineering/bid/construction/inspection/close out.

- j. Monitor project budget related to starting amount and available funds throughout the project design/engineering, bid, construction, inspections, and close out.
- k. Monitor project progress throughout design/engineering, bid, construction (onsite inspection), final inspections/punch list, and project close out.
- l. Assist in securing additional funding if project exceeds grant approval budget.
- m. Review budget and finalize reimbursements with client/sub applicant, federal or state agency.
- n. Assemble, prepare, coordinate, and submit all close out documentation for project close out.

3. Compensation

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid 5% of the overall project cost (currently estimated at \$324,558.25 but subject to change based upon unforeseen modification or change orders). Amounts paid shall be eligible for 100% reimbursement from FEMA as sub-recipient management costs, in accordance with federal, state, and City policies.
- b) Contractor agrees to abide by the City's established policies and agrees that any travel and expenses must be approved in writing in advance by the City.
- c) Contractor shall be paid the amount set out in subsection "a" inclusive of all costs and expenses. Payment shall be made in progress payments upon the City's receipt of a properly documented invoice for engineering services performed as follows:
 - a. 33.3% due and payable upon receipt by City of first draft design plans.
 - b. 33.3% due and payable upon start of construction.
 - c. 33.3% due and payable upon final building inspection.

4. Term.

The term of this Agreement is from official obligation of the FEMA Orange Beach First Responder Safe Room Project until the latter of final closeout of the project or the City of Orange Beach receipt of final reimbursement from Alabama Emergency Management Agency.

5. Independent Contractor.

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

6. Insurance.

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

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

7. Assignment.

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

8. Compliance with Law.

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

9. Termination.

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

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

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

13. Law Governing.

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

14. Permits, etc.

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

15. Background Check and Drug Testing.

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

16. Indemnification.

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

17. Confidentiality.

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

18. Procurement of Recovered Materials - Section 6002 of the Solid Waste Disposal Act 2 CFR 200.322

- a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii) Meeting contract performance requirements; or
 - iii) At a reasonable price.
- b) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

19. Prohibition on Contracting for Covered Telecommunications Equipment or Services 2 CFR 200.216

The prime contractor must comply with federal regulations regarding prohibition on certain telecommunications and video surveillance services or equipment found at 2 CFR §200.216, which states:

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - i) Procure or obtain;
 - ii) Extend or renew a contract to procure or obtain; or
 - iii) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 2) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c) See Public Law 115-232, section 889 for additional information.
- d) See also §200.471.

20. Domestic Preference for Procurements 2 CFR 200.322

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

21. Appendix II to Part 200 - Contract Provisions for non-Federal Entity Contracts Under Federal Awards
2 CFR.327

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- a) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- c) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- d) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on

the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- f) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- g) Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).
- i) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

22. Lower Tier Subaward/Contract Notice:

Applicants or bidders for a lower tier covered transaction are subject to 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement).” In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, “New Restrictions on Lobbying,” published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget “Governmentwide Guidance for New Restrictions on Lobbying,” and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

23. 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:

Encompass360, Inc.
P.O. Box 1628
Gardendale, AL 35071

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the ____ day of _____, 2025.

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

Eddie Culpepper, President
Encompass360, Inc.

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 _____, 2025.

(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 Eddie Culpepper, President, Encompass360, Inc., 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 _____, 2025.

(SEAL)

Notary Public
My Commission Expires: _____

AEMA Sub-recipient Management Cost Request

Project #: DR4563-S4-0030 County: Baldwin Modification #: N/A

Applicant Name: City of Orange Beach

Project Title: Orange Beach 1st Responder Safe Room

Point of Contact

Name: William Edward Culpepper Title: Consultant

Agency: EnCompass360 Address: P.O. Box 1628 Gardendale Alabama 35071

Phone: 205-243-1876 Email: eculpepper@mindspring.com

Current Federal Share Amount: \$ 5,842,048.41 Cost Share Percentage: 90.000000000%

Total Project Costs	\$ <u>6,491,164.90</u>
Total Estimated SRMC Ceiling *up to 5% of total project costs (**adjusted based on cost share)	\$ <u>324,558.25</u>

Subrecipient Management Costs Details

A. Personnel (Force Account Labor) *If "Salaried" convert to hourly rate (Salary/2080 = Hourly Rate)									
Position	Base Rate	Fringe %					Total Rate	Hours	Costs
		FICA	Insurance	Insurance	Retirement	Other			
							\$ -		\$ -
							\$ -		\$ -
							\$ -		\$ -
							\$ -		\$ -
Pre-Award							\$ -		\$ -
Estimated Subtotal:									\$ -
Narrative:									
Administrative costs incurred in managing and administering the federal award including: delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.									
B. Contractual Services									

Company Name(s) or Consultant(s)	Purpose	Costs	
EnCompass360	Administrative Costs	\$ 324,558.25	
Estimated Subtotal:		\$ 324,558.25	
Narrative:			
C. Indirect Costs * Must have a federally approved indirect cost rate. Must attach letter from Cognizant Agency.			
Description	Base	Rate	Costs
	\$ -		\$ -
Estimated Subtotal:			\$ -
Narrative:			
D. Direct Expenses:			
Item/Company Name(s)	Purpose	Costs	
Pre-award			
Estimated Subtotal:		\$ -	
Narrative:			
E. Travel Expenses:			
Description	Unit Cost	Unit Qty	Costs
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
Estimated Subtotal:			\$ -
Narrative:			

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Total Estimated Subrecipient Management Cost Request:	\$ 324,558.25
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Maximum amount that can be claimed (5%)	\$ 324,558.25
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If negative, adjust budget above by amount shown	\$ (0.00)
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Pre-award Subrecipient Management Cost is requested in the amount of: _____

Pre-award activities were performed by (Position(s) or Company): _____

Estimated Start Date: _____

Select the budget line item that has pre-award activities. If none, leave blank.

☐	Personnel (Force Account Labor) - Personnel Activity Form(s) Included
☐	Contractual Services - Invoice(s) Included
☐	Personnel and Contractual Services - Personnel Activity Form(s) and Invoice(s) Included
☐	Solicitation, review, and processing of subapplications and subawards
☐	Subapplication development regarding feasibility and effectiveness, and BCA

Pre-award SRMC can only be requested in Year 1. Supporting documentation is required with this request.

Due to Strategic Funds Management (SFM), Subrecipient Management Costs (SRMC) need to be obligated in increments sufficient to cover subrecipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated.

Annual Breakdown of Estimated SRMC				
Year 1	Year 2	Year 3	Total Estimated SRMC	
\$ 150,000.00	\$ 150,000.00	\$ 24,558.25	\$	324,558.25

Subrecipient Acknowledgement: *Authorized Agent or Point of Contact (POC) can sign for accepting funds

☐ **Authorized Agent must sign for declining funds

****Authorized Agent must sign for declining SRMC funds**

This request is related to eligible indirect costs, direct administrative costs, or other administrative expenses associated with this

specific project.

The administrative requirements of the Code of Federal Regulations Title 2 Part 200: Uniform Administration Requirements (2 CFR 200) have been met.

Name: Tony Kennon Authorization: Mayor

Title: Mayor Orange Beach, Alabama

Signature: _____ Date: 11/20/2024



**REGULAR CITY COUNCIL MEETING
JANUARY 28, 2025**

Departments: Community Development

Description of Topic:

Second Reading - Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1006-PUDA-24, Turquoise Place PUD Modification, Turquoise Place South Lot.

Background/Description: Forrest Daniell & Associates, on behalf of Larry Wireman, requests approval of a **Major PUD Modification** to the Turquoise Place Planned Unit Development (PUD) Master Plan for a six-unit condominium with a clubhouse and rooftop pool deck amenities on 1.17 acres between the Turquoise Place and The Palms Condominium. The property is located at 26302 Perdido Beach Boulevard.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2025-xxxx Amd 172 1006-PUDA-24 Turquoise Place South Lot

ORDINANCE NO. 2025-xxxx

**AN ORDINANCE FURTHER AMENDING ORDINANCE NO. 172,
CITY OF ORANGE BEACH ZONING ORDINANCE,
TURQUOISE PLACE PLANNED UNIT DEVELOPMENT
SOUTH LOT
MAJOR MODIFICATION
(#1006-PUDA-24)**

FINDINGS:

1. The following proposed amendment to the City of Orange Beach Zoning Ordinance has been heard and considered by the Orange Beach Planning Commission in Public Session after the required public advertisement period.
2. The City Council of the City of Orange has held the required Public Hearing after the required public advertisement period concerning the proposed amendment.

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

1. That the Zoning Ordinance of the City of Orange Beach as previously amended is hereby further amended to allow a major modification to the Turquoise Place Planned Unit Development (PUD) Master Plan for a six-unit condominium with a clubhouse and rooftop pool deck amenities on 1.17 acres between Turquoise Place and The Palms Condominium located at 26302 Perdido Beach Boulevard, pursuant to the application #1006-PUDA-24 on file with the Department of Community Development;
2. That all ordinances or parts of ordinances in conflict are, to the extent of such conflict, 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



**REGULAR CITY COUNCIL MEETING
JANUARY 28, 2025**

Departments: City Clerk

Description of Topic: Resolution appointing Larry Ramirez to the Library Board.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-21-25 25-xxx Appoint Library Board Ramirez

RESOLUTION NO. 25-xxx

**A RESOLUTION APPOINTING LARRY RAMIREZ
TO THE LIBRARY BOARD**

FINDINGS:

1. Library Board Member Sharon Ramirez' term expires February 1, 2025.
2. Sharon Ramirez has tendered her resignation from the Orange Beach Library Board effective at the end of her current term.
3. The Library Board has recommended that Larry Ramirez be appointed fill the vacancy on the Library Board of the Orange Beach Public Library.

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

1. That Larry Ramirez is hereby appointed to serve on the Library Board for a four year term ending on February 1, 2029;
2. That it be reaffirmed that the following persons have been appointed to the Library Board for the Orange Beach Public Library for the terms set out below:

Joni Blalock, term ending February 1, 2026

David Lee, term ending February 1, 2027

Sherry Brandler, term ending February 1, 2028

Frederick Gatch, term ending February 1, 2028

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

ADOPTED THIS 21st DAY OF JANUARY, 2025.

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. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 21, 2025.

City Clerk



**REGULAR CITY COUNCIL MEETING
JANUARY 28, 2025**

Departments: City Clerk

Description of Topic: Resolution appropriating funds to support the Safe Harbor Animal Coalition in the amount of \$10,000 for FY2025.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-21-25 25-xxx Appropriate Funds Safe Harbor Animal Coalition

RESOLUTION NO. 25-xxx

**A RESOLUTION APPROPRIATING FUNDS
TO SUPPORT THE SAFE HARBOR ANIMAL COALITION
IN THE AMOUNT OF \$10,000 FOR FY2025**

FINDINGS:

1. Safe Harbor Animal Coalition, Inc., was established in 2019 as a non-profit organization dedicated to improving the lives of animals and people in South Baldwin County.
2. The Safe Harbor Animal Coalition is an organization that is a consolidation of three organizations: The Orange Beach Animal Care and Control Program, the Gulf Shores Animal Care and Control Program, and the Foley Animal Care and Control Program.
3. The Safe Harbor Animal Coalition operates a state-of-the-art surgical center and clinic to provide the highest possible care for the unowned, abandoned animals of Baldwin County and our cities.
4. The Safe Harbor Animal Coalition has successfully completed hundreds of surgeries, transports to Northeastern “no-kill” rescues, and adoptions of cats and kittens.
5. Safe Harbor Animal Coalition seeks financial support to fund the cost of operating the surgical suite and shelter services from the local governmental entities whose citizens and businesses benefit from their volunteer efforts.
6. The City Council desires to support the goals and initiatives of the Safe Harbor Animal Coalition including the Trap, Neuter, Vaccinate and Return (TNVR) Community Cat Program.
7. City Council has determined that support of the Safe Harbor Animal Coalition furthers the public’s interest in animal care and control.

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

1. That City Council appropriates the sum of Ten Thousand Dollars (\$10,000.00) for FY2025 to support the goals and initiatives of the Safe Harbor Animal Coalition; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 21st DAY OF JANUARY, 2025.

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. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 21, 2025.

City Clerk



**REGULAR CITY COUNCIL MEETING
JANUARY 28, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing transactions relating to Margaritaville Resort-The Wharf.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-21-25 25-xxx Authorize Economic Development Transactions Wharf Landing Margaritaville
2. 2025.01.16 Development Agreement Wharf Landing Margaritaville

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING TRANSACTIONS RELATING TO
MARGARITAVILLE RESORT-THE WHARF**

FINDINGS:

1. The Wharf Landing, LLC, a Louisiana limited liability company ("Wharf Landing") has acquired certain real property situated on the north side of the Intracoastal Waterway across from the existing Wharf Development, consisting of approximately 80 acres (including improvements thereon).
2. Wharf Landing has proposed to develop such property into a Margaritaville Resort to be named "Margaritaville Resort-The Wharf", consisting of a first-in-class full-service destination resort spanning approximately 80 acres, including a 160 key condo-hotel, 49 traditional condos, 97 resort cottages, 48 resort bungalows, 42 transient boat slips, over 50,000 square feet of entertainment, retail and dining outlets, a +/- 7 acre amenity deck featuring multiple pools, waterslides, and food and entertainment venues, all designed and operated under the "Margaritaville" brand (the "Development").
3. The second phase of the Development would consist of a "residential district", consisting of various improvements and amenities, including approximately 97 cottage homes, approximately 48 bungalows, parks walking paths and enhanced wetlands, as well as any and all related infrastructure required for such improvements, which is needed in addition to, or in order to make operable, any existing infrastructure, including utility connections, waterworks, sewers, bridges, grading, curbing, guttering and paving of roads and streets, surface parking and other public improvements.
4. Under the authority of Amendment No. 750 of the Recompiled Alabama Constitution of 1901, as amended, in order to induce Wharf Landing to develop and construct the Development, the City desires to share certain sales and lodging tax revenues derived from the Development with Wharf Landing.
5. To evidence the City's proposed commitment to share certain sales and lodging tax revenues with Wharf Landing, the City proposes to issue the City's Limited Obligation Warrant Series 2025A in the face amount equal to \$95,000,000 (the "Warrant") to Wharf Landing.
6. Wharf Landing is wholly-owned by Arthur Emmette Favre, III.
7. To memorialize the terms and conditions of the covenants between the City and Wharf Landing relating to the Development, the City and Wharf Landing would enter into a written Development Agreement (the "Development Agreement").
8. In consideration of the public benefits which the City and its residents are anticipated to receive from the construction and operation of the Development, subject to terms and conditions contained in the Development Agreement and the Warrant, the City desires to lend its credit and grant public funds and things of value in aid of Wharf Landing for the purposes set forth below.
9. Notice regarding the transactions described herein was duly published on January 1, 2025, in *The Islander* in accordance with the requirements of Amendment No. 750 to the Constitution of Alabama 1901 ("Amendment 750"), and a public meeting was conducted by the City Council of the City on January 21, 2025, in accordance with Amendment 750.

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

1. **Approval of Lending of Credit, Expenditure of Public Funds and Giving of Things of Value.**

The City, at its public meeting on January 21, 2025 and in accordance with Alabama Constitutional Amendment No. 750, hereby finds and determines that the proposed lending of its credit and granting of public funds and things of value to Wharf Landing in connection with the transactions described in the Development Agreement and for the purposes described herein and therein will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to Wharf Landing or any other private entity or entities;

2. **Approval of Development Agreement.**

The City Council hereby authorizes, adopts and approves the Development Agreement (and the transactions and commitments contained therein) in substantially the form and of substantially the content as the form of the Development Agreement presented to and considered at this meeting (a copy of which has been ordered filed in the permanent records of the City in the custody of the City Clerk) with such changes and additions thereto and deletions therefrom as the Mayor shall approve, which approval shall be evidenced by his executing the Development Agreement, and the Mayor is hereby authorized and directed, in the name and on behalf of the City, to execute, acknowledge and deliver said Development Agreement, and the City Clerk is hereby authorized and directed to affix to the Development Agreement the seal of the City and to attest the same.

3. **Approval of Warrant.**

The City Council hereby authorizes, adopts and approves the Warrant in substantially the form and of substantially the content as the form of the Warrant presented to and considered at this meeting (a copy of which has been ordered filed in the permanent records of the City in the custody of the City Clerk) with such changes and additions thereto and deletions therefrom as the Mayor shall approve, which approval shall be evidenced by his executing the Warrant, and the Mayor is hereby authorized and directed, in the name and on behalf of the City, to execute, acknowledge and deliver said Warrant, at such time as provided in, and subject to the terms and conditions of, the Development Agreement, and the City Clerk is hereby authorized and directed to affix to the Warrant the seal of the City and to attest the same.

4. **Authorization of Related Documents and Action.**

The Mayor and City Clerk are hereby authorized and directed to execute, deliver, seal and attest such other agreements, instruments, undertakings, documents and certificates related thereto, and to take such other actions on behalf of the City as may be necessary or desirable to carry out the transactions contemplated by this resolution.

5. **Public Benefits Sought to be Achieved.**

The public benefits sought to be achieved by the City's adoption of the Development Agreement and the issuance of the Warrant are: (i) bringing a high-end resort with accommodations, dining and entertainment to the City on the north side of the Intracoastal Waterway, (ii) promoting local economic development, (iii) increasing employment opportunities in the City, (iv) increasing the City's tax base, which will result in additional tax revenues for the City, (v) promoting the expansion and retention of business enterprise in the City, and (vi) promoting the development of infrastructure within the Development.

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

ADOPTED THIS 21st DAY OF JANUARY, 2025.

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. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 21, 2025.

City Clerk

DEVELOPMENT AGREEMENT

“MARGARITAVILLE RESORT- THE WHARF”

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”), dated effective as of the ____ day of January, 2025 (the “**Effective Date**”), is entered into by and between THE WHARF LANDING, LLC, a Louisiana limited liability company (“**Wharf Landing**”), and the CITY OF ORANGE BEACH, ALABAMA, a municipality organized and existing under the laws of the State of Alabama (the “**City**”) (Wharf Landing and the City may be together referred to as the “**Parties**”).

RECITALS

WHEREAS, Wharf Landing is the owner of approximately 80 acres of real property (including improvements thereon) within the municipal city limits of Orange Beach, Baldwin County, Alabama, north of the Intracoastal Waterway across from “The Wharf” development, which land includes certain areas within waterways and is more particularly described on **Exhibit A-1** attached hereto and made a part hereof (the “**Initial Land**”); and

WHEREAS, approximately 5 acres of the Initial Land is located within the Intracoastal Waterway; and

WHEREAS, Wharf Landing intends to acquire two additional tracts of land which are adjacent to the Initial Land and which are more particularly described (i) on **Exhibit A-2** attached hereto and made a part hereof, consisting of approximately 7.43 acres lying north of the Intracoastal Waterway (the “**Additional Development Land**”), and (ii) on **Exhibit A-3** attached hereto and made a part hereof, consisting of approximately 19.73 acres lying within the Intracoastal Waterway (the “**Additional ICW Land**”); and

WHEREAS, the Additional Development Land and the Additional ICW Land are both owned by Intracoastal Investments, LLC, a Louisiana limited liability company (“**Intracoastal Investments**”), which entity is under common ownership with Wharf Landing; and

WHEREAS, Wharf Landing and Intracoastal Investments have made application to the City to replat the Initial Land together with the Additional Development Land and the Additional ICW Land (collectively, the “**Aggregate Phase II Land**”), pursuant to that certain draft plat designated as The Wharf Landing, Phase II, a copy of which is attached hereto as **Exhibit A-4** and made a part hereof (the “**Phase II Plat**”), consisting of approximately 107.56 acres in the aggregate, and designated as Lots 1-6 of The Wharf Landing, Phase II, as shown thereon; and

WHEREAS, Wharf Landing intends to develop the Development Land (as hereinafter defined) into a Margaritaville Resort to be named “Margaritaville Resort-The Wharf”, consisting of a first-in-class full-service destination resort spanning approximately 80 acres, including a 160 key condo-hotel, 49 traditional condos, 97 resort cottages, 48 resort bungalows, 42 transient boat slips, over 50,000 square feet of entertainment, retail and dining outlets, a +/- 7 acre amenity deck featuring multiple pools, waterslides, and food and entertainment venues, all designed and

operated under the “Margaritaville” brand (the “**Development**”), which is shown on the site plan attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the initial phase of the Development will consist of those improvements and amenities described on **Exhibit C-1** attached hereto and made a part hereof consisting of a waterfront district (the “**Waterfront District**”) and an amenity district (the “**Amenity District**”), with the respective improvements and amenities for each such district as described on said **Exhibit C-1** (such improvements and amenities, collectively, the “**Phase I Improvements**”), as well as any and all related infrastructure required for such Phase I Improvements, which is needed in addition to, or in order to make operable, any existing infrastructure, including utility connections, waterworks, sewers, bridges, grading, curbing, guttering and paving of roads and streets, surface parking and other public improvements (collectively, the “**New Phase I Infrastructure**”); and

WHEREAS, the second phase of the Development will consist of those improvements and amenities described on **Exhibit C-2** attached hereto and made a part hereof consisting of a residential district (the “**Residential District**”) (such improvements and amenities, collectively, the “**Phase II Improvements**”), as well as any and all related infrastructure required for such Phase II Improvements, which is needed in addition to, or in order to make operable, any existing infrastructure, including utility connections, waterworks, sewers, bridges, grading, curbing, guttering and paving of roads and streets, surface parking and other public improvements (collectively, the “**New Phase II Infrastructure**”); and

WHEREAS, the Phase I Improvements and Phase II Improvements will be divided by a “spine road” that runs west to east and spans Portage Creek (the “**Spine Road**”), with the Residential District lying to the north of the Spine Road, the Amenity District lying to the south of the Spine Road and west of Portage Creek, and the Waterfront District lying to the south of the Spine Road and east of Portage Creek, all as generally shown on the Site Plan attached hereto as **Exhibit B**; and

WHEREAS, Wharf Landing anticipates that construction of the Phase II Improvements and the Phase II Infrastructure will commence before the completion of the Phase I Improvements; and

WHEREAS, the Development is anticipated to result in significantly increased sales, use and lodging tax revenues to the City, to boost property values within and around the Development, to provide the opportunity for new, full and part-time jobs within the Development, and to increase and bolster tourism within the City; and

WHEREAS, the City has determined that the Development will advance the economic base of the City, as well as the prosperity and welfare of its citizens, and is a direct benefit to the City and its residents; and

WHEREAS, in consideration of the public benefits which the City and its residents will receive from the Development, subject to the provisions herein stated, the City has agreed to lend its credit and grant public funds and things of value in aid of Developer (as hereinafter defined)

for the purpose of promoting the economic development of the City, in the form of tax revenue sharing with respect to its sales and lodging taxes arising from the Development; and

WHEREAS, to evidence the limited obligation of the City to pay certain sales and lodging tax revenues to the Developer arising from the Development, the City and Wharf Landing desire that the City issue its Limited Obligation Warrant Series 2025A in the face amount of \$95,000,000, on the terms and conditions stated herein; and

WHEREAS, the parties hereto are desirous of having such inducements set forth in a valid, binding and enforceable agreement to set forth the framework for the relationship between the City and Developer with regard to the sharing of tax revenues from the Development; and

WHEREAS, notice of the primary terms of this Agreement was duly published by the City in accordance with the requirements of Amendment 750 of the Recompile Alabama Constitution of 1901, as amended (“**Amendment 750**”), and a public meeting was conducted by the City Council of the City on January 21, 2025 in accordance with Amendment 750.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby covenant and agree as follows:

ARTICLE I **DEFINITIONS**

As used in this Agreement, all defined terms set forth above shall have the meanings so ascribed to them, and, in addition, the following terms shall have the following meanings:

“Additional Development Land” has the meaning ascribed to such term in the Recitals.

“Additional ICW Land” has the meaning ascribed to such term in the Recitals.

“Aggregate Phase II Land” has the meaning ascribed to such term in the Recitals.

“Agreement” has the meaning ascribed to such term in the initial paragraph of this Agreement.

“Amendment 750” has the meaning ascribed to such term in the Recitals.

“Amenity District” has the meaning ascribed to such term in the Recitals.

“Annual City Retainage Amount” means the first Twenty Thousand Dollars (\$20,000) of Applicable Development Tax Revenues received by the City during each Collection Period.

“Applicable Development Tax Revenues” means fifty percent (50%) of the Sales Tax Revenues and fifty percent (50%) of the Lodging Tax Revenues received by the City, during each Collection Period.

“Authorizing Resolution” means that certain resolution adopted by the City Council of the City on January 21, 2025, approving the transactions contemplated by this Agreement.

“Bank” means the bank established by the City from time to time to be the depository bank for the Warrant Fund.

“City” has the meaning ascribed to such term in the initial paragraph of this Agreement.

“Closing” means the closing which marks the issuance and delivery of the Warrant under Section 4.2.

“Club” means a private, non-equity, right-to-use club represented by a Club Entity in which owners of Residential District Residential Units are members, to be further described in the Master Declaration, or a supplement to the Master Declaration, or a separate Club Declaration.

“Club Entity” means the owner of the Club Facilities. For the avoidance of doubt, until any conveyance of the Club Facilities by the Developer to the Club Entity, Developer is the Club Entity.

“Club Facilities” means the following facilities and improvements to be constructed within the Amenity District and the Waterfront District: (i) the entire amenity deck and pickle ball courts, (ii) the back of house building and parking lot area, (iii) the parking lot at the Waterfront District (with an easement granted to condominium owners for use of the parking lot), (iv) all commercial and retail space on the first floor of the buildings within the Waterfront District, (v) the second floor in the middle of the buildings in the Waterfront District (the group and meeting space), (vi) the outdoor deck area between the buildings in the Waterfront District and the marina, (vii) the marina, (viii) the restaurant and parking lot in the front of the Amenity District, and (ix) the fiber-data distribution network throughout the Development. For the avoidance of doubt, Club Facilities will include all shops, restaurants and bars within the Phase I Improvements.

“Collection Period” means each twelve (12) month period commencing on the Issuance Date, and re-commencing on each anniversary thereof, throughout the Funding Period.

“Completed Residential District Residential Unit” means a Residential District Residential Unit that is eligible to be counted in determining a Phase II Milestone, including, for the avoidance of doubt, the provisions of clause (b) of the definition thereof pertaining to the necessary New Phase II Infrastructure as to such Residential District Residential Unit.

“Development Land” means the Aggregate Phase II Land less and except the ICW Land, consisting of approximately 83.09 acres. The Development Land is reflected in red on **Exhibit A-4**.

“Developer” means Wharf Landing and any permitted assignee of Wharf Landing under this Agreement as permitted pursuant to paragraph (ii) of Section 7.5.

“Development” has the meaning ascribed to such term in the Recitals. For the avoidance of doubt, “Development” only includes the development on the Development Land.

“Discharge Date” means the date that is thirty (30) years from the Issuance Date.

“Effective Date” has the meaning ascribed to such term in the initial paragraph of this Agreement.

“Favre Entity” means any Organization in which:

(i) the Principal or his family members have the right and power to direct or cause the direction of the management and policies of such Organization; and

(ii) the Principal or his family members own at least fifty percent (50%) of the Ownership Interests in such Organization.

“Favre Exit” has the meaning ascribed to such term in Section 7.3(a).

“Force Majeure” shall mean any delays in connection with the construction of the Phase I Improvements, the New Phase I Infrastructure, the Phase II Improvements or the New Phase II Infrastructure, which are occasioned by or result from acts of God, abnormal inclement weather conditions, labor and material shortages, labor strikes, work stoppages, war, civil unrest, riots, governmental requirements, the failure of any governmental authority to timely issue any applicable permits or grant approvals in a manner legally required, any revisions required by any governmental authority to any plans, drawings, specifications or other documents, instruments or agreements submitted to any governmental authority for review or approval, or any other causes beyond the reasonable control of Developer or the general contractor who is constructing the Phase I Improvements, the New Phase I Infrastructure, the Phase II Improvements or the New Phase II Infrastructure, as applicable; provided, however Force Majeure shall not include inability to pay money, lack of liquidity or lack of financing.

“Funding Period” means the period of time commencing as of the first (1st) day of the calendar month which immediately follows the calendar month in which the Issuance Date occurs and continuing until the earlier to occur of (i) the Warrant being Paid in Full, or (ii) 11:59 p.m. (Orange Beach time) on the date that is one day prior to the Discharge Date. By way of example, if the Issuance Date occurred on April 1, 2026, the Funding Period would commence as of May 1, 2026 and would continue until 11:59 p.m. (Orange Beach time) on March 31, 2056.

“Homeowners Association” means the master homeowner’s association established under the Master Declaration relative to the owners of residential cottage homes and bungalows within the Residential District described on **Exhibit C-2** which will be sold to separate owners. It is contemplated that there will be subsets of associations under the master association as to the different types and categories of homes within the Development.

“ICW Land” means the approximately 24.47 acres of land within the Aggregate Phase II Land which lies below the water line within the Intracoastal Waterway Easement. The ICW Land is reflected in blue on **Exhibit A-4**.

“Impact Fees” means the City’s impact fees under the Orange Beach Code of Ordinances, Section 42-502, *et. seq.* (adopted as Ordinance No. 2006-986), as the same may be amended from time to time.

“Indemnified Parties” has the meaning ascribed to such term in Section 2.5

“Initial Land” has the meaning ascribed to such term in the Recitals.

“Intracoastal Investments” has the meaning ascribed to such term in the Recitals.

“Investment Letter” has the meaning ascribed to such term under Section 4.1(e).

“Issuance Date” means the date that the Warrant is issued in accordance with Section 4.2.

“Lodging Tax Revenues” means the net revenues, after deduction for Tax Collection Costs attributable to such revenues, received by the City from the levy and collection of the City’s lodging tax, which are generated from renting or furnishing any rooms, lodging or accommodations within the Development, less any refunds, credits or amounts required by applicable law to be held in escrow. Lodging Tax Revenues shall not include any taxes earmarked for the Gulf Coast Convention and Visitors’ Bureau.

“Master Declaration” means that certain Declaration of Covenants and Restrictions for Margaritaville Resort-The Wharf to be recorded in the Baldwin County, Alabama real estate records, as the same may be amended from time to time. It is acknowledged that such instrument has not yet been prepared, but it is anticipated that it will be typical of such instruments in similar developments.

“New Phase I Infrastructure” has the meaning ascribed to such term in the Recitals.

“New Phase II Infrastructure” has the meaning ascribed to such term in the Recitals.

“Non-Exempted Impact Fees” has the meaning ascribed to such term in Section 2.7(b).

“Organization” means a general partnership, limited partnership, limited liability company, registered limited liability partnership, corporation, professional corporation,

professional association, trustee, personal representative, fiduciary, trust, business trust, estate, custodianship and any other association, firm, entity or organization.

“Ownership Interests” means the issued and outstanding equity interests, membership interests, units, shares or similar indicia of legal or beneficial ownership in an Organization, including any interests into which any of the foregoing are converted, merged or consolidated.

“Paid in Full” means, with respect to the Warrant, that the City shall have made payments in the aggregate under the Warrant on or after the Issuance Date equal to the stated principal amount thereof.

“Parking Areas” means all parking lots and parking places located within the Development (excluding individual driveways for private residences).

“Phase I Completion Date” means the date on which each of the following conditions has been satisfied: (i) the Phase I Improvements have been constructed resulting in attractions, buildings, facilities and amenities substantially as described on Exhibit B and Exhibit C-1 within the Amenity District” and the Waterfront District, (ii) each of the Phase I Improvements has obtained a certificate of occupancy (to the extent legally required), (iii) the Phase I Improvements are open to the public, and (iv) the New Phase I Infrastructure has been constructed, and together with any existing infrastructure, consists of infrastructure reasonably necessary to support the operation of the Phase I Improvements.

“Phase I Improvements” has the meaning ascribed to such term in the Recitals. For the avoidance of doubt, this definition is not affected by the designations of the phases of the platting of the Development Land.

“Phase I Residential Units” means the traditional condominium units, the condo-hotel units and the villas to be located in the Waterfront District.

“Phase II Completion Ratio” means the quotient determined by dividing the number of Completed Residential District Residential Units as of the Phase II Target Completion Date by 145.

“Phase II Improvements” has the meaning ascribed to such term in the Recitals. For the avoidance of doubt, this definition is not affected by the designations of the phases of the platting of the Development Land.

“Phase II Milestone” means the date on which (a) each successive grouping of 36 Residential District Residential Units (and a final grouping of 37) (i) have been constructed substantially as described on Exhibit B and Exhibit C-2 within the Residential District, (ii) have obtained a certificate of occupancy, and (iii) are habitable as residential dwellings, and (b) the New Phase II Infrastructure, together with any existing infrastructure, consists of infrastructure reasonably necessary to support the operation of each of such Residential District Residential Units. It is intended that the first 3 groupings will consist of 36 Residential District Residential Units, and the final grouping will consist of 37, making up the 145 total Residential District

Residential Units planned to be constructed in the Residential District. Any Phase I Residential Units constructed as part of the Phase I Improvements in the Waterfront District or Amenity District do not count towards a Phase II Milestone. Once a Residential District Residential Unit is counted in determining a Phase II Milestone, it shall not be counted in determining any subsequent Phase II Milestone.

“Phase II Plat” has the meaning ascribed to such term in the Recitals. Upon the recordation of the said plat with the Office of the Judge of Probate of Baldwin County, Alabama, the term “Phase II Plat” shall thereafter refer to the recorded copy.

“Phase II Target Completion Date” means the date that is seventy-two (72) months from the Effective Date.

“Pledged Tax Revenues” means, for each Collection Period, the Applicable Development Tax Revenues received by the City during such Collection Period which are in excess of the Annual City Retainage Amount.

“Principal” means Arthur Emmette Favre, III.

“Quarter” means each three (3) month period within a calendar year (ending on the last day of March, June, September and December).

“Residential District” has the meaning ascribed to such term in the Recitals.

“Residential District Residential Unit” means each of the 145 cottage homes and bungalows described on Exhibit C-2 to be located within the Residential District, and which make up the Phase II Improvements.

“Resort Facilities and Infrastructure” means the Streets, Waterway Improvements, Parking Areas, Utilities, conservation areas, sidewalks, walkways, parks, public restrooms and any other facilities, improvements or common areas generally open to patrons of the Development from time to time, except for the Club Facilities.

“Sales Tax Revenues” means the net revenues, after deduction for Tax Collection Costs attributable to such revenues, received by the City from the levy and collection of the City’s sales tax, which are generated from business operations conducted within the Development, less any refunds, credits or amounts required by applicable law to be held in escrow. Sales Tax Revenues do not include sales tax revenues attributable to construction activities within the Development.

“Spine Road” has the meaning ascribed to such term in the Recitals.

“Streets” means the streets and such other roadways and bridges now or hereafter constructed within the Development from time to time.

“Tax Collection Costs” means with respect to the collection of any applicable tax revenues, the sum of (i) an amount equal to one and one-half percent (1.5%) of the applicable revenues collected (which amount shall be retained by the City as an administrative fee to cover its overhead attributable to its in-house tax administration and collection efforts); and (ii) any out-of-pocket tax collection costs, such as attorneys’ fees, filing fees, auditing fees and litigation expenses.

“Utilities” means all utilities, lines and systems located within the Development, including all water lines and systems, telephone lines and systems, cable television lines and systems, gas lines and systems, sanitary sewer lines and systems, electrical lines and systems, storm sewers and systems, drainage lines and systems, chiller and boiler (pump) system lines and any other utility lines or systems.

“Warrant” means the City’s Limited Obligation Warrant, Series 2025A, in substantially the form attached as **Exhibit D** hereto and made a part hereof; provided, however, the calendar year referenced in the name of the Warrant may be updated at the time of issuance thereof to reflect the actual calendar year in which the Issuance Date occurs; and all references herein to “Series 2025A” shall be deemed to reflect the actual calendar year referenced in the Warrant itself.

“Warrant Fund” has the meaning ascribed to such term in Section 3.2.

“Waterfront District” has the meaning ascribed to such term in the Recitals.

“Waterway Improvements” means the boardwalk within the Development to be constructed along the Intracoastal Waterway, together with the boat parking slips, marina, catwalks, docks, piers, walkways and similar improvements along the boardwalk.

“Wharf Landing” has the meaning ascribed to such term in the initial paragraph of this Agreement.

ARTICLE II

THE DEVELOPMENT

2.1 Commencement and Completion of Construction.

(a) From and after the Effective Date, Wharf Landing agrees to proceed with and continuously prosecute the design, development and construction of the Phase I Improvements and the New Phase I Infrastructure. Wharf Landing shall use good faith efforts to develop, construct and open for business (or cause to be opened for business) each of the Phase I Improvements within thirty-nine (39) months from the Effective Date, subject to events of Force Majeure. All such Phase I Improvements shall be located on the Development Land, generally in the locations shown on **Exhibit B** attached hereto within the Amenity District and the Waterfront District.

(b) Within thirty-six (36) months from the Effective Date, Wharf Landing agrees to commence and thereafter continuously prosecute the design, development and construction of the Phase II Improvements and the New Phase II Infrastructure. Wharf Landing shall use good faith efforts to develop and construct each of the Phase II Improvements on or before the Phase II Target Completion Date, subject to events of Force Majeure. All such Phase II Improvements shall be located on the Development Land, generally in the locations shown on **Exhibit B** attached hereto in the Residential District. The Parties acknowledge that it is the intent that the development of the Phase II Improvements and the New Phase II Infrastructure will occur in stages, subject to market demand, as determined by Developer, in Developer's sole and absolute discretion.

2.2 **Force Majeure.** If any condition of Force Majeure occurs which Wharf Landing reasonably believes will delay the occurrence of the condition stated in paragraphs (b) and (c) of Section 5.1, Wharf Landing shall promptly give notice to the City thereof; provided, however, that Wharf Landing shall take all reasonable steps to avoid or remove the cause of non-performance and shall resume performance hereunder with dispatch when the cause is removed. Any such condition of Force Majeure shall extend the dates stated in such paragraphs (b) and (c), as applicable, by the number of days in which the Force Majeure condition exists. However, any conditions of Force Majeure, in the aggregate, shall not extend the dates stated in such paragraphs (b) or (c) by more than six (6) months (irrespective of whether there is one or more conditions of Force Majeure).

2.3 **Ownership of Resort Facilities and Infrastructure.** All of the Resort Facilities and Infrastructure within the Residential District shall be owned by the Developer or the Homeowner's Association, and will not be public property; however, the public will have rights to use the same in the ordinary course of business as patrons of the Development and in accordance with Homeowner's Association's and/or the Developer's rules or regulations, applicable restrictive covenants and applicable law. All of the Resort Facilities and Infrastructure within the Amenity District and the Waterfront District (including the Spine Road) shall be owned by the Developer, the Homeowner's Association or the Club Entity, and will not be public property; however, the public will have rights to use the same in the ordinary course of business as patrons of the Development and in accordance with the Developer's and/or the Club Entity's and/or the Homeowner's Association's rules or regulations, applicable restrictive covenants and applicable law.

2.4 **Maintenance of Club Facilities and Resort Facilities and Infrastructure.** The Developer shall, either directly or indirectly through its control of the Club Entity or the Homeowner's Association, as the case may be: (a) maintain all of the Club Facilities and the Resort Facilities and Infrastructure located on the Development Land in good repair, reasonable wear and tear excluded; (b) keep the Club Facilities and the Resort Facilities and Infrastructure at all times in a safe, sightly, good and functional condition, reasonable wear and tear excepted; (c) keep the Club Facilities and the Resort Facilities and Infrastructure free from refuse and rubbish in accordance with customary procedures for similar properties; (d) mow and otherwise maintain all landscaped areas within the Club Facilities and the Resort Facilities and Infrastructure; (e) repair holes or breaks in the Parking Areas and Streets; (f) re-pave, re-stripe and replace markings on the surface of the Parking Areas and Streets from time to time as and when

necessary so as to provide for the orderly flow and parking of automobiles; (g) maintain adequate exit and entrance and other traffic control signs to direct traffic in and out of the Development; (h) maintain all lighting for the Club Facilities and the Resort Facilities and Infrastructure; (i) service, maintain, repair and replace, and pay the costs of any fees or charges in connection with, all Utilities; (j) manage and monitor all Club Facilities and Resort Facilities and Infrastructure and enforce the proper and lawful use thereof by the public and patrons of the Development; and (k) otherwise cause the Club Facilities and the Resort Facilities and Infrastructure to comply with all applicable requirements of law and governmental regulation. Developer, the Homeowner's Association or the Club Entity, as the case may be, may enter into one or more "sub"-management agreements appointing a third party to perform all or portions of the maintenance and repair described above; however, Developer shall ultimately remain the responsible party for maintenance of the same. It is the responsibility of the Developer from time to time to ensure that it has proper rights of access to the Club Facilities and the Resort Facilities and Infrastructure, and no inability to secure such access shall relieve Developer of its obligations hereunder.

2.5 **Indemnification.** Developer shall release, save, hold harmless, defend and indemnify the City, its elected officials, officers, employees and agents (collectively, the "**Indemnified Parties**") from and against any and all claims, suits, liabilities, costs, damages, expenses or losses incurred or suffered by any of them arising from or in connection with (a) Developer's financing, acquisition, construction or operation of the Development, (b) Developer's breach or default in the performance of any obligation herein, (c) any activity of Developer or any of Developer's agents, contractors, employees, invitees or tenants (or any of its tenants' agents, contractors, employees or invitees) in connection with the Development, (d) any failure of any of the representations and warranties contained in Section 6.1 to be true and accurate and (e) all reasonable costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or action, except for those claims or actions arising out of the gross negligence or willful misconduct of such Indemnified Party. Developer, upon notice from the City, shall defend the same at Developer's reasonable expense by counsel reasonably satisfactory to the City. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional or the like in connection with work, labor and/or materials supplied in connection with the Development. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

2.6 **Zoning Cooperation.** Developer agrees to cooperate with the City in connection with any zoning modification which may be requested by the City in order to address any subdivision in connection with the foreclosure (or deed-in-lieu) by any mortgage lender on the Development, or any subsequent sale of property foreclosed (or taken by deed-in-lieu), provided that such cooperation efforts shall impose no monetary obligation on the Developer.

2.7 **Partial Impact Fee Waiver.**

(a) The City agrees that the property within the Development, whether owned by Wharf Landing or other parties (including subsequent transferees as permitted by Section 7.2) shall be exempted from one-half (1/2) of the Impact Fees.

(b) With respect to the other one-half (1/2) of Impact Fees associated with the Development (the non-exempted amounts) (the “**Non-Exempted Impact Fees**”), such amounts will be ascertained as they are incurred, and treated as a reduction of the principal amount of the Warrant. For any Non-Exempted Impact Fees incurred prior to the Closing, such amounts shall reduce the initial principal amount of the Warrant by such amount. By way of example, if \$2,000,000 of Impact Fees are incurred prior to the Closing, the initial amount of the Warrant would be \$94,000,000 at the time of issuance (due to the \$1,000,000 reduction on account of the Non-Exempted Impact Fees, being one-half of the total of such Impact Fees). For any Non-Exempted Impact Fees incurred subsequent to the Closing, such amounts shall reduce the principal balance owed on the Warrant by such amount, such that the City shall be treated as having made a payment of such amount on the Warrant.

(c) In connection with the Partial Impact Fee Waiver, the City acknowledges (i) certain Resort Facilities and Infrastructure will be constructed by Wharf Landing, including the Streets, the Waterway Improvements, the Utilities, the Parking Areas, and certain common areas (as may be defined in the Master Declaration), (ii) that the City is not expected to, and has no obligation under this Agreement, to accept title to the Resort Facilities and Infrastructure, together with all maintenance and repair obligations associated therewith, with consideration to, among other things, the projected cost of maintenance with respect thereto and the potential liability associated therewith, all of which will be the obligation of the Developer under this Agreement, and (iii) certain other public benefits related to the Development, including those described in the Recitals and Section 8.18.

2.8 **Rental of Residences.** To the extent permitted by applicable law, Developer shall ensure, through the Master Declaration or otherwise, that all rentals of Residential District Residential Units or Phase I Residential Units (or any other residential dwelling units) within the Development are listed and managed by a single entity, which is a registered listing agent in good standing in the State of Alabama.

2.9 **Singular Ownership of Club Facilities.** Developer shall ensure that the Club Facilities are owned under singular ownership, namely by the Club Entity.

ARTICLE III **THE WARRANT**

3.1 **The Warrant.** Subject to the conditions set forth in Section 4.1, the City hereby agrees to issue in favor of Wharf Landing, and Wharf Landing agrees to accept from the City, the Warrant, in the principal amount of \$95,000,000 (subject to potential reduction as provided in Section 2.7(b)). The Warrant shall bear no interest, and shall be payable in quarterly installments, all as is more particularly specified hereinafter and in the Warrant. The form of the Warrant is attached hereto as **Exhibit D.**

3.2 **Establishment of Warrant Fund.** The City will establish a bank account with the Bank in the name of the City (the “**Warrant Fund**”), into which account the applicable Pledged Tax Revenues pursuant to Section 3.3 hereof shall be deposited. The Bank shall be and remain the depository for the Warrant Fund.

3.3 **Funding Obligations of City.** Subject to the terms and conditions hereof, and provided Developer is not in breach of its obligations hereunder, and subject to any and all notice and cure periods as may be provided by the terms of this Agreement, for each month during the Funding Period until the Warrant is Paid in Full, the City shall pay into the Warrant Fund, not later than the twentieth (20th) day of the month, all Pledged Tax Revenues received by the City during the preceding month. It is understood that the Annual City Retainage Amount with respect to each Collection Period shall be retained by the City and is not required to be remitted to the Warrant Fund or to otherwise satisfy the Warrant.

3.4 **Payment Terms.**

(a) Subject to the terms and conditions hereof, and provided Developer is not in breach of its obligations hereunder, and subject to any and all notice and cure periods as may be provided by the terms of this Agreement, on or before the last day of each calendar quarter (i.e., the last day of each March, June, September and December) but not earlier than the month which is two (2) calendar months following the Issuance Date, and continuing until the earlier of (i) the Discharge Date, or (ii) the Warrant being Paid in Full, the City will pay (or cause to be paid) to Developer all amounts properly contained in the Warrant Fund (or which should be properly contained therein according to the terms hereof) as of the twentieth (20th) day of such month (which is the last month of the quarter). By way of example, if the Issuance Date is April 1, 2026, then the first payment under this paragraph would be on or before the last day of June, 2026.

(b) Subject to the terms and conditions hereof, and provided Developer is not in breach of its obligations hereunder, and subject to any and all notice and cure periods as may be provided by the terms of this Agreement:

(i) on the Issuance Date, the City shall pay (or cause to be paid) to Developer the sum of \$1,000,000;

(ii) for each Phase II Milestone which occurs on or before the Phase II Target Completion Date, the City shall pay (or cause to be paid) to Developer an additional sum of \$250,000, up to a maximum aggregate amount of \$1,000,000, within thirty (30) days from the date of such Phase II Milestone; and

(iii) if, as of the Phase II Target Completion Date, there are less than 145 Completed Residential District Residential Units, then the City shall pay (or cause to be paid) to Developer an amount determined by multiplying \$1,000,000 by the Phase II Completion Ratio, and subtracting therefrom the aggregate of all amounts paid or owing under subparagraph (ii) just above, within thirty (30) days from the Phase II Target Completion Date. By way of example, if, as of the Phase II Target Completion Date, there have been 2 Phase II Milestones

(with 72 Completed Residential District Residential Units resulting in payments of a total of \$500,000), and there are an additional 20 Completed Residential District Residential Units as of such time, resulting in a total number of 92 Completed Residential District Residential Units, then the payment under this subparagraph would be \$134,483, calculated as follows: $92/145 = .634482 \times \$1,000,000 = \$634,483 - \$500,000 = \$134,483$.

The sums provided for in this paragraph (b) are intended to account for a sharing of anticipated municipal taxes on construction activities within the Development, in lieu of the administrative difficulty of specifically tracking such taxes. Any such payments under this paragraph (b) shall count as payments on the Warrant by the City.

(c) Subject to the terms and conditions hereof, and provided Developer is not in breach of its obligations hereunder, and subject to any and all notice and cure periods as may be provided by the terms of this Agreement, as of the Discharge Date, all amounts properly contained in the Warrant Fund (or which should be properly contained therein according to the terms hereof) as of 11:59 P.M. on the date immediately preceding the Discharge Date, shall be paid to Developer until the Warrant is Paid in Full. It is acknowledged that such payment likely would not be able to be made until the City has had a chance to determine the applicable calculations for the revenues for the prior month, but such payment would be made as soon thereafter as is reasonably practical, effective, however, as of such time.

(d) At the City's option, the City may retain, at City's expense, a "paying agent" to make all payments on the Warrant.

3.5 **Discharge of Indebtedness.** On the earliest to occur of (a) the date that the Warrant is Paid in Full, or (b) the Discharge Date (after taking into account the payment due as of such date), the entire outstanding balance of the Warrant shall be deemed paid, satisfied and discharged in full; and all obligations of the City to make payments from the Warrant Fund shall cease. If the Warrant is Paid in Full, any remaining amounts contained in the Warrant Fund as of such time shall be returned to the City to be used for any lawful purpose.

3.6 **Non-recourse.** Except for the payments contemplated by Section 3.4(b), the sole source of payment of the Warrant shall be from the applicable Pledged Tax Revenues for which the City is required to pay into the Warrant Fund as described above, and nothing herein or in the Warrant shall constitute a charge against the general funds of the City.

3.7 **Limited Obligation of City.** The City's obligation hereunder is subject (i) to the law-imposed requirement that, if necessary, there must first be paid from the Pledged Tax Revenues the necessary and legitimate governmental expenses of operating the City, and (ii) the required payments to all warrant holders of the City, both existing and future. Notwithstanding the foregoing, to the extent that there are sufficient Pledged Tax Revenues available to make payments under the Warrant (which includes payments to the Warrant Fund) in any calendar year, but the same is not paid in whole or in part due to the fact that such Pledged Tax Revenues are used for the purposes of paying the necessary and legitimate governmental expenses of operating the City or any required payments to any other warrant holders of the City, then, in such event only, such amounts of Pledged Tax Revenues not paid under the Warrant (i.e., not

paid to the Warrant Fund) shall be carried forward to subsequent calendar years and shall be paid to the extent that there are sufficient Pledged Tax Revenues available for payment in such subsequent calendar years. To the extent that such circumstances exist as of the Discharge Date, then this obligation of the City shall extend until the earlier to occur of such carried forward amounts being paid or the Warrant is Paid in Full.

3.8 **Taxable Warrant.** The City makes no representation with respect to the tax implications of the Warrant.

3.9 **Redemption.** The City shall have the right to redeem the Warrant in whole or in part at any time, upon payment to the holder thereof of the outstanding principal balance, without premium or penalty.

3.10 **Setoff.** The City shall be entitled to set off against the Warrant: (i) any and all payments or sums owing from Developer to the City under this Agreement, (ii) the value of any obligations to be undertaken by Developer under this Agreement, and/or (iii) any damages suffered or incurred by the City on account of any breach by Developer under this Agreement. Such right of set off shall be separate and apart from any and all other rights and remedies that the City may have against the Developer.

ARTICLE IV **CONDITIONS PRECEDENT; CLOSING**

4.1 **Contingencies to Closing.** The issuance of the Warrant and the obligations of the City under Article III hereof are contingent upon the satisfaction of the following conditions on or before the date that the Warrant is scheduled to be issued in accordance with Section 4.2:

- (a) no event of default on the part of Developer hereunder shall have occurred or be continuing;
- (b) Wharf Landing's representations and warranties shall be true and accurate;
- (c) this Agreement shall not have been terminated by the City pursuant to Section 5.1;
- (d) the Phase I Completion Date shall have occurred;
- (e) Developer shall have executed and delivered to the City an investment letter, in the form attached hereto as **Exhibit E** (the "**Investment Letter**");
- (f) the Phase II Plat shall have been recorded in the Office of the Judge of Probate of Baldwin County, Alabama; and
- (g) Intracoastal Investments shall have conveyed Lot 3 of the Phase II Plat to Wharf Landing.

4.2 **Closing.** Subject to the satisfaction of the conditions set forth in Section 4.1, the City agrees to issue the Warrant effective as of the first (1st) day of the first (1st) calendar month immediately following the Phase I Completion Date. If such date is a weekend or holiday, or if the Mayor is not available on such date, the Warrant will be issued on the next reasonably convenient date thereafter, but nonetheless effective as of such date. By way of example, if the Phase I Completion Date occurs on a March 20, then the Warrant would be issued effective as of the following April 1. In connection with the issuance of the Warrant, Developer shall execute and deliver to the City the Investment Letter.

ARTICLE V

TERMINATION; REMEDIES

5.1 **Right to Terminate.** The City shall have the absolute right to terminate this Agreement, in its sole discretion, if (a) each of the conditions to closing as set forth in Section 4.1 has not been satisfied by the date that the Warrant is scheduled to be issued in accordance with Section 4.2, (b) construction of the Phase I Improvements and the New Phase I Infrastructure has not commenced within eighteen (18) months from the Effective Date, subject to events of Force Majeure for up to an aggregate of an additional six (6) months, (c) the Phase I Completion Date has not occurred within forty-two (42) months from the Effective Date, subject to events of Force Majeure for up to an aggregate of an additional six (6) months, or (d) Developer's failure to keep and perform any covenant or agreement, herein provided on the part of Developer to be performed and the continuance of the same for a period of thirty (30) days after the service by the City to Developer of written notice specifying such failure; provided, however, that if such failure, other than the failure to pay money, by its nature cannot reasonably be cured within the period specified above, then such period shall be extended for so long as Developer is proceeding to cure such default as soon as reasonably possible under the circumstances and providing the City with periodic report describing such effort.

5.2 **Remedies.** The right of termination set forth above shall be in addition to any other rights or remedies that the City may have in connection with any breach of this Agreement by Developer, including (a) the right to take whatever legal proceedings may appear necessary or desirable to enforce any obligation, covenant or agreement of Developer hereunder, and (b) the right of setoff as provided in Section 3.10.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

6.1 **Representations and Warranties of Wharf Landing.** To induce the City to enter into this Agreement and to issue the Warrant to Wharf Landing, Wharf Landing does hereby make the following representations and warranties to the City, which representations and warranties shall be deemed made by Wharf Landing to the City as of the Effective Date and shall not be merged into the documents executed at the Closing:

(a) Wharf Landing is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of Louisiana, is duly qualified to do business in and is in good standing with the State of Alabama, and is wholly owned by Principal,

an individual resident of the State of Louisiana. Intracoastal Investments is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of Louisiana, is duly qualified to do business in and is in good standing with the State of Alabama, and is wholly owned by Principal, an individual resident of the State of Louisiana.

(b) Wharf Landing has full power and authority to enter into this Agreement and to incur the obligations set forth herein, each of which have been authorized by all necessary limited liability company action of Wharf Landing.

(c) This Agreement constitutes a legal, validly binding obligation of Wharf Landing, enforceable in accordance with its terms.

(d) Wharf Landing presently owns all of the Initial Land. Intracoastal Investments presently owns all of the Additional Development Land.

(e) The budgeted amount for the hard costs of construction of the Phase I Improvements, the Phase II Improvements, the New Phase I Infrastructure and the New Phase II Infrastructure, is at least \$196,465,000.00.

6.2 **Representations of City.** To induce Wharf Landing to enter into this Agreement and to accept the Warrant from the City, the City does hereby make the following representations and warranties to Wharf Landing, which representations and warranties shall be deemed made by the City to Wharf Landing as of the Effective Date and shall not be merged into the documents executed at the Closing:

(a) The City has the full right and authority to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated herein, including the issuance of the Warrant.

(b) This Agreement has been properly authorized and properly executed by the City.

(c) This Agreement constitutes the valid and binding obligation of the City, and the subsequent administrations of the City, enforceable in accordance with its terms.

(d) The City has determined that there are sufficient public purposes served by this Agreement for it to enter into this Agreement and to perform its obligations hereunder.

(e) Based upon the current businesses operating within the City limits, the City anticipates having sufficient tax revenues to pay (i) all of its issued warrants, (ii) all necessary and legitimate governmental expenses of operating the City, and (iii) the payments due under the Warrant.

(f) This Agreement was duly adopted by the Authorizing Resolution.

ARTICLE VII **ASSIGNMENT**

7.1 **Restriction on City Assigning this Agreement.** The City shall have no right to assign its rights and obligations under this Agreement.

7.2 **Restrictions on Conveyance of Real Estate.** Until the Issuance Date, Developer agrees not to assign, transfer, lease, sell or otherwise convey any or all of the Development, except as follows:

(a) Developer may convey the Resort Facilities and Infrastructure to the Homeowner's Association and/or the Club Entity; provided, however, that prior thereto, Developer shall secure the written agreement from the Homeowner's Association or Club Entity, as applicable to the particular Resort Facilities and Infrastructure to be so conveyed, to assume all of the obligations of Developer under Section 2.4 as they pertain to any such Resort Facilities and Infrastructure. Such assumption agreement shall name the City as an express third party beneficiary thereof and shall be in such form as reasonably approved by the City. No such assumption shall relieve Developer of its obligations under Section 2.4 as to the Resort Facilities and Infrastructure.

(b) Developer may convey the Club Facilities in the Amenity District and the Waterfront District to the Club Entity; provided, however, that prior thereto, Developer shall secure the written agreement from the Club Entity to assume all of the obligations of Developer under Section 2.4 as they pertain to any such Club Facilities in the Amenity District and the Waterfront District. Such assumption agreement shall name the City as an express third party beneficiary thereof and shall be in such form as reasonably approved by the City. No such assumption shall relieve Developer of its obligations under Section 2.4 as to the Club Facilities in the Amenity District or the Waterfront District.

(c) Developer may convey Residential District Residential Units and Phase I Residential Units to the purchasers thereof.

(d) Intracoastal Investments will convey Lot 3 of the Phase II Plat to Wharf Landing.

7.3 **Required Assignment of the Warrant and this Agreement.**

(a) **Required Assignment Upon a Favre Exit.** If the Developer or the Club Entity ceases to be a Favre Entity (a "**Favre Exit**"), Developer shall require as part of said transaction that the Club Entity assume all of Developer's obligations hereunder, in which case, this Agreement and the Warrant (and all rights and obligations) shall be assigned to the Club Entity. In such case, Developer shall provide written notice of said transaction to the City. Upon any such assignment and assumption in full of this Agreement and the Warrant, so long as Developer is not in material default hereunder, Developer will be relieved of its obligations hereunder first arising on and after the date of such assignment. In connection with any such transaction, the City agrees to provide an estoppel certificate that to its knowledge, there is no

default hereunder, if that be the case; and if not the case, setting forth any matters of which it has knowledge of default.

(b) **Required Assignment Upon Club Entity Conveyance of Club Facilities.** Subsequent to a Favre Exit transaction, if the Club Entity proposes to convey the Club Facilities to a successor Club Entity, then the then-present Club Entity shall require as part of said transaction that such successor Club Entity assume all of such then-present Club Entity's obligations hereunder, in which case, this Agreement and the Warrant (including all rights and obligations) shall be assigned to such successor Club Entity. In such case, the then-present Club Entity shall provide written notice of said transaction to the City. Upon any such assignment and assumption in full of this Agreement and the Warrant, so long as the then-present Club Entity is not in material default hereunder, such then-present Club Entity will be relieved of its obligations hereunder first arising on and after the date of such assignment. In connection with any such transaction, the City agrees to provide an estoppel certificate that to its knowledge, there is no default hereunder, if that be the case; and if not the case, setting forth any matters of which it has knowledge of default.

7.4 **Restriction on Developer Assigning the Warrant.** Developer shall not assign, convey or transfer (or in any way attempt to monetize) the Warrant, except (i) in connection with an assignment of all of the rights and obligations under this Agreement as required by Section 7.3, or (ii) as collateral security for a loan or loans to any bona fide third party lender with a first mortgage on any property within the Development owned by Developer for the development, financing and re-financing of any property within the Development, provided written notice of said transaction is provided to the City by the Developer.

7.5 **Restriction on Developer Assigning this Agreement.** Developer shall not assign its rights or obligations under this Agreement, except (i) for the partial assignments contemplated by paragraphs (a) and (b) of Section 7.2, (ii) as required under Section 7.3, or (iii) as collateral security for a loan or loans in connection with a pledge of the Warrant as contemplated by paragraph (ii) of Section 7.4.

7.6 **No Effect on Offset Right.** No release of Developer as provided hereunder shall affect the City's right of offset under the Warrant under Section 3.10 above.

ARTICLE VIII **MISCELLANEOUS**

8.1 **Expenses.** With the exception of the items listed below, for which each party will bear its own expense, Developer shall be responsible for other incidental closing expenses associated with the transactions. Each party shall be responsible for payment of their own respective attorneys' fees, provided, however, that the Developer agrees to reimburse the City the amount of up to \$25,000.00 for the attorneys' fees and costs incurred by the City in connection with the transactions described herein, the preparation and negotiation of this Agreement, the other instruments and agreements contemplated hereby, the publication of the Amendment 750 notice, and attending meetings with City officials and council meetings.

8.2 **Notices.** Any notice required or permitted to be delivered hereunder shall, except as otherwise expressly provided herein, be deemed to have been given upon the earlier to occur of (i) actual receipt by the addressee thereof including via facsimile transmission or personal delivery; (ii) the third (3rd) day after the deposit of such notice in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed to Developer or the City, as the case may be, as set forth below; or (iii) the first (1st) day after such notice has been deposited with a nationally recognized overnight courier (i.e. Federal Express); in either case, such notices to be addressed as follows:

To Wharf Landing: The Wharf Landing, LLC
P.O. Box 83380
Baton Rouge, LA 70884
Attention: Arthur Emmette Favre, III

With a copy to: Breazeale, Sachse & Wilson, L.L.P.
One American Place, 23rd Floor, 301 Main Street
Baton Rouge, LA 70801
Attn: Michael R. Hubbell, Esq.
Direct: (225) 381-8040

To City: City of Orange Beach
P.O. Box 458 (mailing)
4099 Orange Beach Blvd (overnight)
Orange Beach, AL 36561
Attn: Mayor's Office
(251) 981-6979 (phone)

With a copy to: Paul O. Woodall, Jr.
Jones Walker, LLP
420 20th Street North
Suite 1100
Birmingham, AL 35203
(205) 244-5276 (phone)

8.3 **Entire Agreement.** This Agreement, together with the other agreements and exhibits referenced herein, contains the entire agreement of the parties and there are no other representations, oral or written, relating to the transactions described herein which have not been incorporated herein or therein. Any agreement hereafter made shall be ineffective to change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by the party against whom enforcement of any change, modification, or discharge is sought.

8.4 **Attorneys' Fees.** Any party to this Agreement who is the prevailing party in any legal proceedings against any other party brought under or with relation to this Agreement or the transactions described herein shall be additionally entitled to recover court costs, cost of

litigation or discovery and reasonable attorneys' fees and reasonable accountants' fees incurred solely in connection with such litigation, from the non-prevailing party.

8.5 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered to be an original document.

8.6 **Successors and Assigns.** This Agreement shall inure to the benefit of and bind the Parties hereto, their respective successors and/or permitted assigns.

8.7 **City's Liabilities.** Notwithstanding any provision hereof to the contrary, the parties agree and acknowledge that the obligations of the City as set forth herein are limited by the limitations imposed on municipalities by the Constitution of the State of Alabama and laws affecting municipal corporations and the use and maintenance of public property.

8.8 **Survival of Covenants.** The covenants, representations, warranties and indemnities in this Agreement shall not terminate until they have been fully performed or have expired by their terms. In furtherance thereof, the rights and obligations in this Agreement shall survive Closing, shall remain in full force and effect thereafter, and shall not be merged into the documents executed on the Effective Date.

8.9 **Severability.** If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

8.10 **Governing Law.** This Agreement shall be governed by the laws of the State of Alabama without regard to its principles of conflict of laws which would result in the application of the laws of any other jurisdiction.

8.11 **No Waiver.** No consent or waiver, express or implied, by either party hereto or to any breach or default by the other party in the performance by the other party of its obligations hereunder shall be valid unless in writing, and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any party hereto shall not be construed to waive or limit the need for such consent in any other or subsequent instance.

8.12 **Remedies.** Whenever either party hereto shall default in the performance of any of its obligations under this Agreement, the other party hereto may take whatever legal proceeding (including actions for damages or for specific performance to the extent provided by law) as shall be necessary or desirable to enforce any agreement or condition contained herein or any other obligation of the defaulting party imposed by law.

8.13 **No Partnership or Joint Venture.** Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture between the City and Developer and their respective successors and permitted assigns.

8.14 **Headings.** The headings in the Sections in this Agreement are for convenience of reference only and shall not form a part hereof.

8.15 **No Third-Party Beneficiaries.** Except as set forth herein, this Agreement is intended only for the benefit of the City and Wharf Landing, and neither this Agreement, nor any of the rights, interest or obligations hereunder, is intended for the benefit of any other person or third-party.

8.16 **Construction.** The Recitals and Exhibits are hereby incorporated by reference and made a part hereof. The term “including” when used throughout shall mean “including without limitation.” Use of the terms “herein”, “hereof”, and “hereunder” shall be deemed to be references to this Agreement in its entirety unless otherwise specifically provided.

8.17 **No Public Dedication.** This Agreement is not intended, and shall not be construed, to dedicate any of the Resort Facilities and Infrastructure or any easements to the general public or to grant to the general public any rights whatsoever.

8.18 **Public Purpose.** Pursuant to Amendment 750, the City does hereby ascertain, determine, declare and find that the expenditure of public funds for the purposes described herein is in the best interest of the City and will serve a valid and sufficient public purpose notwithstanding any incidental benefit accruing to Developer or any other private entity or entities. The public benefits sought to be achieved by the actions described herein are: (i) bringing a high-end resort with accommodations, dining and entertainment to the City on the north side of the Intracoastal Waterway, (ii) promoting local economic development, (iii) increasing employment opportunities in the City, (iv) increasing the City’s tax base, which will result in additional tax revenues for the City, (v) promoting the expansion and retention of business enterprise in the City, and (vi) promoting the development of infrastructure within the Development.

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IN WITNESS WHEREOF, the undersigned have caused this Development Agreement to be executed by their duly authorized officers and/or representatives, to be effective the day and year first above written.

WHARF LANDING:

THE WHARF LANDING, LLC

By: Arthur Emmette Favre, III
Its: Sole Member and Manager

CITY:

CITY OF ORANGE BEACH, ALABAMA

By: Tony Kennon
Its: Mayor

ATTEST: _____
City Clerk

EXHIBIT A-1

Initial Land

- (i) LOT 2 OF THE WHARF LANDING, PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED AS INSTRUMENT NUMBER 2126982, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA.
- (ii) LOT 3 OF THE WHARF LANDING, PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED AS INSTRUMENT NUMBER 2126982, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA.

EXHIBIT A-2

Additional Development Land

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, THE WHARF LANDING, PHASE 1, AS RECORDED AS SLIDE 2949-D IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN N89°47'41"E, 584.15 FEET TO A POINT ON THE NORTH MARGIN OF WOLF BAY; THENCE RUN SOUTHWESTERLY ALONG SAID NORTH MARGIN OF WOLF BAY, 1152 FEET MORE OR LESS TO THE POINT OF INTERSECTION OF SAID NORTH MARGIN AND THE NORTH LINE OF THE INTRACOASTAL WATERWAYS EASEMENT, SAID POINT BEING S28°00'26"W, 923.83 FEET FROM THE LAST POINT OF CALL; THENCE RUN S49°22'08"W, ALONG THE NORTH LINE OF SAID INTRACOASTAL WATERWAY EASEMENT, 236.79 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, THE WHARF LANDING, PHASE 1; THENCE RUN N01°44'00"W, ALONG THE EAST LINE OF SAID LOT 2, 972.41 FEET TO THE POINT OF BEGINNING, CONTAINING 7.43 ACRES MORE OR LESS AND LYING IN SECTION 36, TOWNSHIP 8 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA.

EXHIBIT A-3

Additional ICW Land

PARCEL "B"

COMMENCING AT THE NORTHEAST CORNER OF LOT 2, THE WHARF LANDING, PHASE 1, AS RECORDED AS SLIDE 2949-D IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN S01°44'00"W, ALONG THE EAST LINE OF SAID LOT 2, 972.41 FEET TO THE SOUTHEAST CORNER OF LOT 2, SAID POINT ALSO BEING ON THE NORTH LINE OF THE INTRACOASTAL WATERWAY EASEMENT AND THE POINT OF BEGINNING; THENCE RUN N49°22'08"E, ALONG SAID NORTH LINE OF THE INTRACOASTAL WATERWAY EASEMENT, 1486.55 FEET TO A POINT; THENCE RUN N89°47'41"E, LEAVING SAID NORTH LINE, 312.93 FEET TO A POINT; THENCE RUN S01°05'21"W, 395.74 FEET TO A POINT ON THE SOUTH LINE OF SAID INTRACOASTAL WATERWAY EASEMENT; THENCE RUN S49°22'08"W, ALONG SAID SOUTH LINE, 1381.40 FEET TO A POINT; THENCE RUN S89°52'37"W, LEAVING SAID SOUTH LINE, 445.69 FEET TO A POINT; THENCE RUN N01°38'52"E, 284.53 FEET TO A POINT ON THE NORTH LINE OF SAID INTRACOASTAL WATERWAY EASEMENT; THENCE RUN N49°22'08"E, ALONG SAID NORTH LINE 68.90 FEET TO THE POINT OF BEGINNING, CONTAINING 19.73 ACRES MORE OR LESS AND LYING IN SECTION 36, TOWNSHIP 8 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA.

EXHIBIT A-4

Phase II Plat

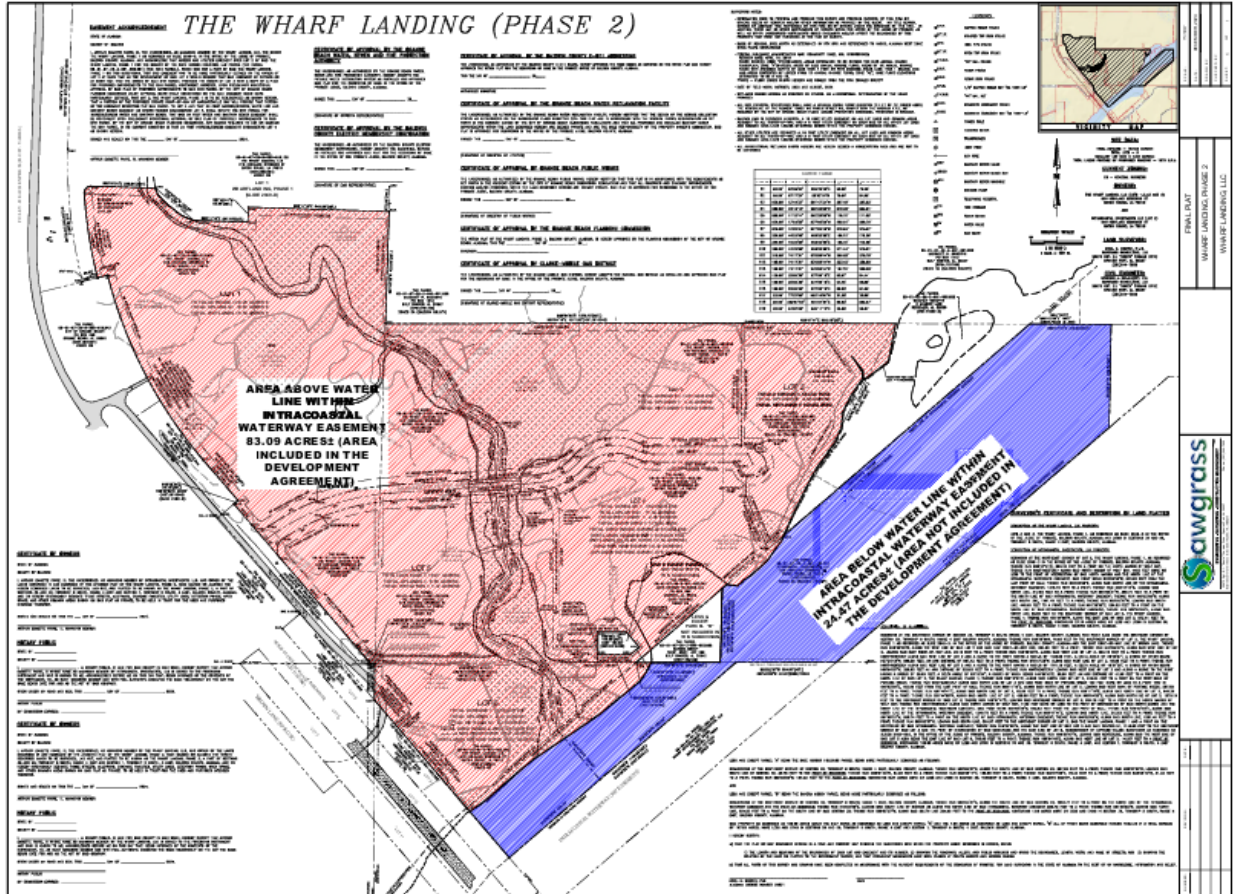


EXHIBIT B

Site Plan



EXHIBIT C-1

Description of Phase I Improvements

Waterfront District:

- 42 Slip Transient Marina
- Lobby Bar
- Margaritaville Branded Retail Store
- Margaritaville Branded Coffee and Ice Cream Shop
- Margaritaville Branded Pizza Shop
- Margaritaville Branded Social Game Club (duckpin bowling, pool, darts, bar, live music)
- Nautical Wheeler Restaurant (higher end seafood and steak restaurant with approximately 172 seats)
- La De Dah Bar and Restaurant (3 meal resort style restaurant with approximately 225 seats)
- 5 O’Clock Marina Bar – outdoor bar at marina
- Fin City Arcade
- Wharf Marina Store
- Approximately 5,500 sq ft banquet and meeting space
- 100 Condo-Hotel Units (160 keys counting double queen lockout)
- 49 Traditional 3-4 bedroom Condo Units
- 12 Margaritaville Villas (waterfront approximately 4,500 sq ft)
- 4 pickleball courts

Amenity District:

- Approximately 6.5 acre amenity deck including:
 - Margaritaville Retail Store with pool toys, sunscreen, etc. and where all cabana and chair rentals are scheduled
 - Fins Restaurant – Resort Style Restaurant with service to entire amenity deck
 - Salty Rim Bar and Grill – Beer Garden style with swim-up bar and permanently affixed food trailer servicing amenity deck and event lawn
 - Kids Club with boat-themed play structure and splash pad
 - Slide Tower – 4 story slide tower with separate slides of various height and length
 - 18,000 sf (water surface) Heated/Cooled Family Pool
 - 9,000 sf (water surface) Lazy River

EXHIBIT C-2

Description of Phase II Improvements

Residential District:

- Approximately 97 Margaritaville Cottage Homes (3, 4 and 5 bedroom short-term rental)
- Approximately 48 Margaritaville Bungalows (1 bedroom with sleeping loft (approx. 850 sq. ft.)
- Multiple Parks (Homes are oriented such that the “front-door” is on a park/green space
- Walking Paths including a walking path along Portage Creek
- Enhanced Wetland

EXHIBIT D

Form of Warrant

THIS WARRANT HAS NOT BEEN REGISTERED (i) UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (ii) UNDER ANY STATE SECURITIES LAW AND MAY NOT BE TRANSFERRED WITHOUT REGISTRATION EXCEPT PURSUANT TO AN EXEMPTION THEREFROM. ADDITIONALLY, THIS WARRANT IS SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AS CONTAINED IN ARTICLE VII OF THE DEVELOPMENT AGREEMENT (AS HEREINAFTER DEFINED).

**UNITED STATES OF AMERICA
STATE OF ALABAMA
CITY OF ORANGE BEACH, ALABAMA
LIMITED OBLIGATION
WARRANT SERIES 2025A**

The City Treasurer of the **CITY OF ORANGE BEACH, ALABAMA**, a municipal corporation under the laws of the State of Alabama (the “City”), is hereby ordered to pay to **THE WHARF LANDING, LLC**, a Louisiana limited liability company (“Wharf Landing”) (Wharf Landing or any subsequent registered assignee hereof, the “Holder”), the principal sum of NINETY-FIVE MILLION AND NO/100 DOLLARS (\$95,000,000), or such lesser amount as may be payable as hereinafter provided, at the times and in the manner set forth below. This Warrant is issued as a single fully registered warrant payable to the Holder. This Warrant shall not bear interest, and shall be payable in accordance with the provisions set forth below.

This Warrant is issued pursuant to and in accordance with the Authorizing Resolution. This Warrant is further issued pursuant to and in connection with that certain Development Agreement (*MARGARITAVILLE RESORT- THE WHARF*) dated effective January __, 2025 between the City and the Wharf Landing (the “Development Agreement”; *all defined terms used in this Warrant without definition shall have the meaning set forth in the Development Agreement*).

THIS WARRANT HAS BEEN EXECUTED AND DELIVERED PURSUANT TO AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE DEVELOPMENT AGREEMENT. THIS WARRANT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE DEVELOPMENT AGREEMENT, WHICH ARE, BY THIS REFERENCE, INCORPORATED HEREIN AND MADE A PART HEREOF.

1. Establishment of Warrant Fund. Pursuant to the Development Agreement, the City is authorized to and shall establish the Warrant Fund with the Bank, which shall be a special fund into which the applicable Pledged Tax Revenues pursuant to Section 2 hereof shall be deposited, and from which the applicable payments of debt service on this Warrant shall be made.

2. Funding Obligations of City. Subject to the terms and conditions hereof, and provided Developer is not in breach of its obligations under the Development Agreement, and subject to any and all notice and cure periods as may be provided by the terms of the Development Agreement, for each month during the Funding Period until this Warrant is Paid in Full, the City shall pay into the Warrant Fund, not later than the twentieth (20th) day of the month, all Pledged Tax Revenues received by the City during the preceding month. It is understood that the Annual City Retainage Amount with respect to each Collection Period shall be retained by the City and is not required to be remitted to the Warrant Fund or to otherwise satisfy this Warrant.

3. Payment Terms.

(a) Subject to the terms and conditions hereof, and provided Developer is not in breach of its obligations under the Development Agreement, and subject to any and all notice and cure periods as may be provided by the terms of the Development Agreement, on or before the last day of each calendar quarter (i.e., the last day of each March, June, September and December) but not earlier than the month which is two (2) calendar months following the Issuance Date, and continuing until the earlier of (i) the Discharge Date, or (ii) this Warrant being Paid in Full, the City will pay (or cause to be paid) to Developer all amounts properly contained in the Warrant Fund (or which should be properly contained therein according to the terms hereof) as of the twentieth (20th) day of such month (which is the last month of the quarter). By way of example, if the Issuance Date is April 1, 2026, then the first payment under this paragraph would be on or before the last day of June, 2026.

(b) Subject to the terms and conditions hereof, and provided Developer is not in breach of its obligations under the Development Agreement, and subject to any and all notice and cure periods as may be provided by the terms of the Development Agreement:

(i) on the Issuance Date, the City shall pay (or cause to be paid) to Developer the sum of \$1,000,000;

(ii) for each Phase II Milestone which occurs on or before the Phase II Target Completion Date, the City shall pay (or cause to be paid) to Developer an additional sum of \$250,000, up to a maximum aggregate amount of \$1,000,000, within thirty (30) days from the date of such Phase II Milestone; and

(iii) if, as of the Phase II Target Completion Date, there are less than 145 Completed Residential District Residential Units, then the City shall pay (or cause to be paid) to Developer an amount determined by multiplying \$1,000,000 by the Phase II Completion Ratio, and subtracting therefrom the aggregate of all amounts paid or owing under subparagraph (ii) just above, within thirty (30) days from the Phase II Target Completion Date. By way of example, if, as of the Phase II Target Completion Date, there have been 2 Phase II Milestones (with 72 Completed Residential District Residential Units resulting in payments of a total of \$500,000), and there are an additional 20 Completed Residential District Residential Units as of such time, resulting in a total number of 92 Completed Residential District Residential Units,

then the payment under this subparagraph would be \$134,483, calculated as follows:
 $92/145=.634482 \times \$1,000,000=\$634,483 - \$500,000=\$134,483$.

The sums provided for in this paragraph (b) are intended to account for a sharing of anticipated municipal taxes on construction activities within the Development, in lieu of the administrative difficulty of specifically tracking such taxes. Any such payments under this paragraph (b) shall count as payments on this Warrant by the City.

(c) Subject to the terms and conditions of the Development Agreement, and provided Developer is not in breach of its obligations under the Development Agreement, and subject to any and all notice and cure periods as may be provided by the terms of the Development Agreement, as of the Discharge Date, all amounts properly contained in the Warrant Fund (or which should be properly contained therein according to the terms hereof) as of 11:59 P.M. on the date immediately preceding the Discharge Date, shall be paid to Developer until the Warrant is Paid in Full. It is acknowledged that such payment likely would not be able to be made until the City has had a chance to determine the applicable calculations for the revenues for the prior month, but such payment would be made as soon thereafter as is reasonably practical, effective, however, as of such time.

(d) At the City's option, the City may retain, at City's expense, a "paying agent" to make all payments on this Warrant.

4. Discharge of Indebtedness. On the earliest to occur of (a) the date that this Warrant is Paid in Full, or (b) the Discharge Date (after taking into account the payment due as of such date), the entire outstanding balance of this Warrant shall be deemed paid, satisfied and discharged in full; and all obligations of the City to make payments from the Warrant Fund shall cease. If the Warrant is Paid in Full, any remaining amounts contained in the Warrant Fund as of such time shall be returned to the City to be used for any lawful purpose.

5. Non-recourse. Except for the payments contemplated by Section 3(b), the sole source of payment of this Warrant shall be from the applicable Pledged Tax Revenues for which the City is required to pay into the Warrant Fund as described above, and nothing herein or in the Development Agreement shall constitute a charge against the general funds of the City.

6. Limited Obligation of City. The City's obligation hereunder is subject (i) to the law-imposed requirement that, if necessary, there must first be paid from the Pledged Tax Revenues the necessary and legitimate governmental expenses of operating the City, and (ii) the required payments to all warrant holders of the City, both existing and future. Notwithstanding the foregoing, to the extent that there are sufficient Pledged Tax Revenues available to make payments under this Warrant (which includes payments to the Warrant Fund) in any calendar year, but the same is not paid in whole or in part due to the fact that such Pledged Tax Revenues are used for the purposes of paying the necessary and legitimate governmental expenses of operating the City or any required payments to any other warrant holders of the City, then, in such event only, such amounts of Pledged Tax Revenues not paid under this Warrant (i.e., not paid to the Warrant Fund) shall be carried forward to subsequent calendar years and shall be paid to the extent that there are sufficient Pledged Tax Revenues available for payment in such

subsequent calendar years. To the extent that such circumstances exist as of the Discharge Date, then this obligation of the City shall extend until the earlier to occur of such carried forward amounts being paid or this Warrant is Paid in Full.

7. **Taxable Warrant.** The City makes no representation with respect to the tax implications of this Warrant.

8. **Redemption.** The City shall have the right to redeem this Warrant in whole or in part at any time, upon payment to the Holder thereof of the outstanding principal balance, without premium or penalty.

9. **Setoff.** The City shall be entitled to set off against this Warrant: (i) any and all payments or sums owing from Developer to the City under the Development Agreement, (ii) the value of any obligations to be undertaken by Developer under the Development Agreement, and/or (iii) any damages suffered or incurred by the City on account of any breach by Developer under the Development Agreement. Such right of set off shall be separate and apart from any and all other rights and remedies that the City may have against the Developer.

10. **Registered Holder.** The principal payable under this Warrant will be paid to the person in whose name this Warrant is registered at the close of business on the last Business Day prior to such payment date. "Business Day" shall mean any day other than (a) a Saturday, a Sunday or (b) a day on which the payment system of the Federal Reserve System is not operational, or (c) a day on which banking institutions are required or authorized to remain closed in the City of Orange Beach, Alabama.

11. **Method of Payments.** Payment on this Warrant due on each payment date shall be made by check or draft mailed by the City (or the paying agent) to the person entitled thereto at its address appearing in the warrant register maintained with respect to this Warrant. Such payments shall be deemed timely made if so mailed on the payment date or, if such payment date is not a Business Day, on the next Business Day following such payment date. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

12. **Negotiability.** This Warrant is transferable only by an instrument of transfer duly executed by the person in whose name this Warrant is registered on the registry books of the Treasurer of the City. Each Holder hereof, by receiving or accepting this Warrant, shall take subject to all terms, conditions and offsets hereof, and all payments made in respect hereof, whether or not in accordance with the express terms hereof, and shall consent and agree and shall be estopped to deny that this Warrant may be transferred only in accordance with the provisions of Article VII of the Development Agreement and all applicable state and federal securities laws.

13. **Certifications.** It is hereby certified and recited that the indebtedness evidenced and ordered paid by this Warrant is lawfully due without condition, abatement or offset of any description except as specifically set forth herein or in the Development Agreement; that this Warrant has been registered in the manner provided by law; that all conditions, actions, and things required by the Constitution and laws of the State of Alabama to exist, be performed or

happen precedent to the issuance of this Warrant exist, have been performed and have happened; and that the indebtedness evidenced and ordered paid by this Warrant, together with all other indebtedness incurred by the City, was at the time the same was created and is now within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

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IN WITNESS WHEREOF, the City has caused this Warrant to be executed in its behalf by its Mayor and by the City Clerk and has caused the seal of the City to be impressed hereon, and has caused this Warrant to be dated effective as of _____, 202__.

CITY OF ORANGE BEACH, ALABAMA

(SEAL)

Attest:

By: _____
Anthony Kennon, Mayor

City Clerk

REGISTRATION CERTIFICATE

I hereby certify that this Warrant has been duly registered by me as a limited claim against City of Orange Beach, in the State of Alabama, and the Warrant Fund referred to herein, and I have registered such Warrant in the records of the City.

Finance Director/Treasurer of the City of
Orange Beach, Alabama

EXHIBIT E

Form of Investment Letter

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

Jones Walker LLP
420 20th Street North, Suite 1100
Birmingham, Alabama 35203

Re: Limited Obligation Warrant, Series 2025A (the “Warrant”)

Ladies and Gentlemen:

The Wharf Landing, LLC, a Louisiana limited liability company (the “Developer”) does hereby acknowledge receipt on this date of the above-referenced Warrant issued by the City of Orange Beach, a municipal corporation under the laws of the State of Alabama (the “Issuer”). The Developer has been provided with and has reviewed that certain Development Agreement between the Developer and the Issuer dated effective as of January __, 2025 (the “Development Agreement”), as well as all exhibits thereto and other agreements or instruments referred to therein. The undersigned has also reviewed the Authorizing Resolution as such term is defined in the Development Agreement. The undersigned understands and acknowledges that: (i) the Warrant is a limited obligation of the Issuer, (ii) the Warrant shall not constitute a charge on the full faith and credit of the Issuer and (iii) the Warrant is subject to the terms and conditions of the Development Agreement.

The undersigned has had full and free access to all books and records of the Issuer and has been provided with and has evaluated such financial, corporate and general information respecting the Issuer and the Warrant as the undersigned deems necessary to enable the undersigned to make an informed investment judgment with respect to the Warrant. The undersigned understands that Jones Walker LLP has only represented the Issuer in connection with the transactions described herein, and acknowledges that the undersigned has engaged its own counsel to represent it in connection with the transactions described herein and in determining the merits and risks of accepting the issuance of the Warrant.

The undersigned acknowledges that the Warrant has not been registered under the Securities Act of 1933 or any state securities laws, and may not be resold or transferred (i) without appropriate registration or the availability of an exemption from such requirements, and (ii) without strictly conforming to the requirements of the terms of the Development Agreement and the Warrant.

In the event that in the future the Developer decides to sell the Warrant or any interest therein, the undersigned is aware that the Warrant is a security and that the seller is obligated under federal and state securities laws, among other things, to fully and accurately disclose to all

persons to whom it offers to sell the Warrant all facts material to the purchaser's decision to purchase the Warrant. Prior to making any sale of the Warrant or any interest therein, the Developer intends to consult with counsel knowledgeable in the requirements of such securities laws and to be guided by the advice of such counsel. The Developer hereby represents that it will not sell, transfer, or otherwise distribute the Warrant or any interest therein in violation of any applicable federal or state securities laws, the Development Agreement or the Warrant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Effective as of the ____ day of _____, 202__.

THE WHARF LANDING, LLC

By: _____

Its: _____



**REGULAR CITY COUNCIL MEETING
JANUARY 28, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a task order with AECOM for a traffic signal study at the intersection of SR-180 and Wharf Parkway in an amount not to exceed \$13,000.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-21-25 25-xxx Authorize Task Order AECOM SR-180 Wharf Parkway Traffic Signal Study
2. 2025.01.03 Task Order AECOM Traffic Signal Study SR-180 Wharf Parkway

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
TASK ORDER WITH AECOM
FOR A TRAFFIC SIGNAL STUDY AT THE
INTERSECTION OF SR-180 AND WHARF PARKWAY
IN AN AMOUNT NOT TO EXCEED \$13,000**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 24-154 adopted August 6, 2024, approved a contract with AECOM to perform certain traffic engineering services ("the Contract").
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The City Engineer has submitted a task order (attached Exhibit A) for Council approval.
4. The proposed Task Order requires AECOM to provide a traffic signal study at the intersection of SR-180 and Wharf Parkway.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

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

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and AECOM on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$13,000.00 to AECOM to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 21st DAY OF JANUARY, 2025.

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. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 21, 2025.

City Clerk

Scope of Services
Traffic Signal Design Project
Orange Beach Traffic Signals
Orange Beach, AL

The Client requires AECOM's traffic engineering expertise to complete a Traffic Signal Design for a proposed residential development located in Orange Beach, Alabama. The following is an outline AECOM's understanding of the required tasks to accomplish this study effort on behalf of the Client.

Project Initiation/Data Collection

The project will be initiated with a meeting/teleconference between AECOM and the Client. The purpose of the meeting will be to discuss the goals of the project, to learn of any special concerns related to the completion of the project, and to set a schedule for the delivery of the project. At the project initiation meeting, it is assumed the Client will provide any known plans, aerial mapping, survey data, GIS data, or any other relevant data to AECOM for the purposes of this project. AECOM will complete a traffic signal design for the intersection of Alabama Highway 180 at Wharf Parkway. Items to be provided to AECOM by the Client:

- The Client would provide any available survey data, aerial photography, and/or previous construction plans that can be used to develop a base map for traffic signal design. Necessary items would include:
 - Edge of pavement.
 - Roadway striping and markings,
 - Signs,
 - Utility poles.
 - Overhead utilities,
 - Roadway lighting, underground utilities, and
 - Right of way
- The Client would provide any current special requirements for the traffic signal including:
 - Specific manufacturer requirements on traffic signal equipment.
 - Decorative equipment specifications.
 - Decorative colors/coatings for signal equipment.
 - If applicable, ITS/Fiberoptic information necessary for connection of the new signal to the ITS network including:
 - Fiberoptic trunkline details
 - Existing splice/pullbox locations
 - Field ITS device specifications/requirements

Traffic Signal Design

AECOM will develop a preliminary design concept for the traffic signals using the base map information provided by the Client. In the event there is no base map information available, AECOM would use aerial photography as a base map with field verification of above ground structures. The preliminary design and concept will be submitted to the Client for review and concurrence.

Upon approval of a preliminary concept by the Client, the final design will be completed. All design efforts will be undertaken using procedures and specifications as established by the City of Orange Beach and ALDOT. The traffic signal plan set shall include:

- Traffic signal notes
- Traffic signal quantities
- Traffic signal design including traffic signal phasing and local timings
- Traffic signal details
- Temporary traffic control details
- Fiberoptic/ITS connection details and plans (where applicable)

A final deliverable traffic signal construction plan assembly will be developed and provided to the Client for bid/advertisement purposes in 11"x17" format as well as digital format for reproduction.

Traffic Signal Permitting

AECOM will prepare the traffic signal maintenance agreement and resolution required by ALDOT for the permitting of the proposed traffic signals. AECOM will provide the forms in digital format to the Client for their review and action. Once the forms are completed, AECOM will submit them to ALDOT as a part of the traffic signal permit package.

Note the Client will be responsible for permit fees and costs assessed by ALDOT during the review of the traffic signal plans.

Traffic Signal Bid Assistance

AECOM will assist the Client in the bid process to secure a Contractor to construct the traffic signals. AECOM will provide the Client with the traffic signal construction plan set as approved by ALDOT in digital format to be used as a part of the bid process. AECOM will be available to attend any pre-bid meetings, answer any questions that may arise during the bid process, and to review the bids received and provide support and guidance to the Client.

Project Deliverables:

- Traffic signal construction plan set (1 set printed 11"x17", 1 set digital pdf format)
- Traffic signal maintenance agreement and resolution (digital pdf format)
- Traffic signal bid support services

Project Estimated Schedule:

Submission of traffic signal construction plans to ALDOT for review: 6 weeks from receipt of traffic signal base mapping.

Items/services excluded from this proposal:

- Traffic data collection
- Traffic signal construction
- Traffic signal warrant and analysis
- Traffic signal pole design
- Project survey data collection
- Project utility location
- Geotechnical Investigation
- Traffic signal pole foundation design services
- ALDOT Review Fees

Project Fee Schedule:

Traffic Signal Design Services (1 intersection)	\$ 10,000.00
Traffic Signal Permitting	\$ 1,500.00
Traffic Signal Bid Assistance	\$ 1,500.00
TOTAL	\$ 13,000.00



**REGULAR CITY COUNCIL MEETING
JANUARY 28, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing a franchise for The Dumpster Guy Baldwin LLC to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-21-25 25-xxx Authorize Franchise Renewal Solid Waste Dumpster Guy
2. 2024.12.20 Franchise Renewal - Solid Waste - The Dumpster Guy Baldwin_public

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING A FRANCHISE FOR
THE DUMPSTER GUY BALDWIN LLC
TO REMOVE AND DISPOSE OF COMMERCIAL SOLID WASTE AND
TO REMOVE AND TRANSPORT CONSTRUCTION AND DEMOLITION DEBRIS**

FINDINGS:

1. The Dumpster Guy Baldwin LLC has made application for a non-exclusive franchise for the use of city streets to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris from construction projects.
2. The City of Orange Beach is willing to grant a non-exclusive franchise on the terms and conditions set out in the attached Franchise Agreement.

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 The Dumpster Guy Baldwin LLC, subject to final review by the City Attorney; and
2. The Dumpster Guy Baldwin LLC, within 30 days, shall file its acceptance of the terms of the franchise on the form attached.

ADOPTED THIS 21st DAY OF JANUARY, 2025.

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. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 21, 2025.

City Clerk

**FRANCHISE AGREEMENT AUTHORIZING
THE DUMPSTER GUY BALDWIN LLC
TO COLLECT COMMERCIAL SOLID WASTE AND CONSTRUCTION DEBRIS
IN THE CITY AND ITS POLICE JURISDICTION**

SECTION 1 - Non-Exclusive Franchise Granted

The City of Orange Beach hereby grants to **THE DUMPSTER GUY BALDWIN LLC** (hereinafter called the Franchisee) a non-exclusive franchise to use of streets and public places for the collection and disposal of Commercial Solid Waste and the removal and transportation of Construction and Demolition Debris, under the terms and conditions hereinafter set out.

SECTION 2 - Definitions

As used in this franchise, the following terms shall have the meaning assigned as follows:

ADMINISTRATOR shall mean the City Administrator of Orange Beach or his/her designee.

APPROVED CONTAINER shall mean an enclosed container usually constructed of metal with a close fitting cover or doors with a capacity in excess of one (1) cubic yard, approved by the County Health Department which is used to store large volumes of Solid Waste for collection.

BUSINESS shall mean all commercial establishments, including, but not limited to motels, hotels, recreational vehicle rental space(s), stores, office buildings, irrespective of the form of ownership, restaurants, service stations and garages, laundry and cleaning establishments, industrial establishments and all other places not classified as “residential premises” or a “residential unit” that produce or accumulate solid waste, including adjacent unimproved property.

CITY shall mean the City of Orange Beach, a political subdivision of the State of Alabama.

COLLECTION shall mean the act of removing material from a construction or demolition site.

COLLECTOR shall mean the entity authorized by this ordinance to engage in the collection and transportation of Construction and Demolition Debris.

COMMERCIAL DEMOLITION DEBRIS shall mean material from a construction or demolition site mixed with other types of solid waste. This debris shall be handled as Business and not Residential.

COMMERCIAL SOLID WASTE shall mean garbage, rubbish, yard waste or trash, clean debris, “white” goods, construction and demolition waste or other discarded material or refuse, other than Residential.

CONSTRUCTION AND DEMOLITION DEBRIS shall mean materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to steel, glass, brick, concrete, asphalt roofing materials, pipe, gypsum wallboard, and lumber, from a construction or demolition project and including rocks, soils, tree remains, trees (all diameters), and other vegetative matter which normally results from land clearing operations. Mixing of Construction and Demolition Debris with other types of Solid Waste, including material from a construction or demolition site which is not from the actual construction or destruction of a structure, will cause it to be classified as Commercial Demolition Debris.

COUNCIL shall mean the City Council of the City of Orange Beach, Alabama.

CUSTOMER shall mean any person or persons, firm, corporation or association who/which contracts with the Collector for collection and disposal of Commercial Solid Waste and/or Construction and Demolition Debris for a fee.

DISPOSAL FACILITY shall mean the Magnolia Landfill located in the County, or if not available, to any other Solid Waste Facility or Solid Waste Management Facility designated as a RCRA Subtitle D site or one operating under Subtitle D regulations in Alabama, Mississippi or Florida.

HAZARDOUS WASTE shall mean Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed and including any materials specifically designated by state or federal agencies.

HOUSEHOLD WASTE shall mean any combination of refuse usual to housekeeping and generated solely by residents in the ordinary course of residential occupancy of a premises, excluding major appliances, such as stoves and refrigerators, furniture, automobile bodies and parts, tires, household and yard appliances, and other bulky items not suitable for proper confinement in the garbage receptacle.

PUTRESCIBLE WASTE shall mean food waste or garbage that will rot or decay producing foul odors or attract vectors. Putrescible waste includes containers that are contaminated by such waste.

RESIDENTIAL WASTE shall mean Garbage, Rubbish, and Recyclable Materials resulting from the normal housekeeping activities of a Residential Unit.

SOLID WASTE shall mean Garbage, Rubbish, Yard Waste or Trash, Clean Debris, "White" Goods, Construction and Demolition Waste or other discarded material or refuse.

SPECIAL WASTES shall mean Solid Waste that requires special handling and management, including, but not limited to, whole tires, used oil, lead acid batteries, and Biological Wastes.

WHITE GOODS shall mean refrigerators, ranges, water heaters, freezers and other large appliances.

YARD WASTE shall mean material resulting from landscape maintenance, including but not limited to grass clippings, leaves, twigs, small trees (6" diameter or less), etc., and material not resulting from land-clearing operations.

SECTION 3 - Service Undertaking

The Franchisee shall offer services solely for the collection and disposal of Commercial Solid Waste and Construction and Demolition Debris to persons located within the corporate limits of the City and its police jurisdiction. Upon request, a Franchisee shall provide to the City's Finance Department, a listing of customers, service location, frequency of pickup and types of service provided, as well as, franchisee telephone numbers and contact personnel.

SECTION 4 - Equipment

Franchisee shall utilize such trucks or other collection equipment and/or vehicles necessary and approved by the City's Public Works Director for the collection and disposal of Commercial Solid Waste. Vehicles utilized by Franchisee shall be so covered, secured or sealed that there will be no loss during haulage to cause littering of streets and highways, or cause a nuisance or hazard to the public health. Franchisee shall utilize an adequate number of collection vehicles and/or equipment based on number of customers and solid waste generated. In the event the City in its discretion determines that an adequate number or type of vehicles or equipment is not being utilized by Franchisee, it shall so notify Franchisee in writing. All vehicles or equipment utilized by Franchisee shall be maintained in a safe and clean operating condition, and the City at its convenience may inspect such vehicles or equipment from time to time. The collection containers provided by Franchisee shall be maintained by Franchisee in good repair and in a sanitary condition.

SECTION 5 - Frequency of Collection

Franchisee shall begin and complete scheduled collections of Commercial Solid Waste and Construction and Demolition Debris at a time that shall be mutually agreed between Customer and Franchisee. Collection containers provided by Franchisee shall be in a sanitary condition and equipped so that contents will not fall out.

SECTION 6 - Compliance with Collection and Disposal Laws and Regulations

Franchisee shall dispose of all solid waste collected by it in accordance with all applicable federal, state, county, and municipal laws, ordinances, rules and regulations pertaining to the collection of disposal of such waste material. Specifically, but without limitation, such waste shall be disposed of only in a disposal facility duly licensed and permitted by all governmental entities and agencies having jurisdiction with respect to such site and Franchisee shall comply with all reporting requirements of all governmental entities and agencies having jurisdiction. Upon request, Franchisee shall provide the City with copies of any and all such reports.

SECTION 7 - Books and Records of Franchisee

The books and records of Franchisee relevant to its collection and disposal services in the service area shall be available for inspection or audit by the City during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday, legal holidays excepted. If such books and records are not regularly maintained by Franchisee within the corporate limits of the City, Franchisee shall present such books and records for inspection or audit at the Municipal Complex upon twenty-four (24) hours oral or written demand for inspection or audit. In addition, upon request, Franchisee shall provide to the City a customer listing, frequency of collection, quantity of waste collected, and any other necessary reports or documentation, to meet ADEM reporting requirements.

The accounting system utilized by the Franchisee shall be in accordance with generally accepted accounting principles. Franchisee shall provide the City with an acceptable detailed annual operating statement or consolidated operating statement within forty-five (45) days after the end of each of Franchisee's fiscal year during the term of this Franchise.

SECTION 8 - Cause for Cancellation

The City shall have the right to cancel this Franchise for cause, including, without limitation, insufficiency or irregularity of services, financial irregularities, violation of governmental law, ordinance, rule or regulation, or other misfeasance, malfeasance, or nonfeasance in the provision of services under this Franchise or breach of the terms and conditions herein. In the event the City believes cause for termination exists, it will give written notice to Franchisee of the basis on which it believes cause for termination exists and will give Franchisee an opportunity to appear before a regular or special meeting of the Municipal Council to present any evidence or explanation of the existence of cause for termination. Following such presentation, the City may elect to terminate this Franchise, may elect to continue this Franchise, either as written or under probationary conditions, or may elect such other action as may be in the best interest of the City. Franchisee shall be given written notice of the action of the Council, and no termination shall become effective earlier than thirty (30) days following the giving of such notice.

SECTION 9 - Indemnification

The Franchisee shall indemnify and hold the City, its elected and appointed officials, officers, agents, servants, and employees harmless from any and all claims or demands (including reasonable attorneys fees) of whatever kind or character arising directly or indirectly, proximately or remotely, from the operation of solid waste collection activities by Franchisee.

SECTION 10 - No Assignment or Transfer

This Franchise nor the rights of Franchisee hereunder may not be sold, assigned, pledged or transferred in whole or in part by Franchisee. In this regard, the sale, transfer, or conveyance of more than fifty percent (50%) of the shares of voting stock of Franchisee to any one person or entity shall be considered an assignment.

SECTION 11 - Insurance

Franchisee, as a condition under this document, shall furnish and maintain comprehensive general liability insurance coverage in coverage amount not less than \$2,000,000, single limit, under a policy

issued by an insurer acceptable to the City. Such policy shall be in a form satisfactory to the City and shall name the City as additional insured against any liability for personal injury, death, or property damage arising directly or indirectly from the collection or disposal services to be performed by Franchisee. Any lapse in the coverage required in this paragraph shall result in an automatic and immediate suspension of the franchise rights granted Franchisee hereunder. Franchisee shall provide acceptable documentation to the City of Workers Compensation Insurance.

SECTION 12 - Nonexclusivity

The franchise rights granted hereunder shall be non-exclusive, and the City may at any time and from time to time award similar franchise rights to other persons or entities. This Franchise is the grant of a non-exclusive franchise pursuant to Section 220 of the Constitution of Alabama.

SECTION 13 - No Agency

Franchisee shall be an independent contractor and not the agent of the City for any purpose. The City assumes no responsibility for the collection of fees or other debts owed to Franchisee.

SECTION 14 - Term

This franchise shall become effective upon its adoption by the City Council and when Franchisee files its acceptance, attached hereto as Exhibit A, and furnishes proof that it has complied with all of the terms of this Franchise. This Franchise shall expire, unless sooner terminated or extended in writing after the approval of the City, on December 31, 2026.

SECTION 15 - Consideration for Franchise Rights

As consideration for the franchise rights granted hereunder and unless and until increased or amended as provided in this paragraph, Franchisee shall pay to the City an annual franchise fee equal to three percent (3%) of Franchisee's gross receipts from charges for services rendered pursuant to this Franchise. Such franchise fee shall be paid to the City every three (3) months, with the first payment being due and payable three (3) months from the effective date of this Franchise. A late charge equal to ten percent (10%) of the amount due every three (3) months shall be assessed for each one to thirty-day (1-30) period said franchise fee is not paid after its due date.

The City reserves the right from time to time and at any time during the term of this Franchise to amend the terms hereof, to increase the amount of the franchise fee, to impose a franchise fee obligation in a set amount or to otherwise alter or amend the franchise fee obligation of Franchisee hereunder; provided, however, that Franchisee shall be given written notice of any such alteration or amendment and such alteration or amendment shall not take effect sooner than the date that is sixty (60) days after the date on which the notice is delivered to Franchisee or the first anniversary date of the effective date of this Franchise occurring after the giving of notice, whichever date is later. In the event of notification of an increase of the franchise fee hereunder or the imposition of a fee based on a percentage of Franchisee's receipts, Franchisee may elect in writing prior to the effective date of the franchise fee increase or amendment to terminate this Franchise as of the effective date of the franchise fee increase or amendment, in which case all rights and privileges of Franchisee shall terminate as of such date.

SECTION 16 - Permit Submittal

Copies of all applications for permits from board or agencies of the County, State, or Federal government having jurisdiction over any activities of the Franchisee in relation to this Franchise shall be provided to the City at the time of their submittal to the governing agency.

SECTION 17 - Complete Franchise

This Franchise sets out the complete conditions with respect to the subject matter hereof and may not be amended except in a writing whose execution by the City has been approved by Ordinance or formal resolution of the Municipal Council.

SECTION 18 - Compliance with ADEM and other State Reporting Requirements

The City is required to quarterly and annually submit full cost accounting of solid waste collections, etc., to the Baldwin County Commission and the Alabama Department of Environmental Management (ADEM). Franchisee shall submit all required and requested full cost accounting reports to the County Commission and ADEM by the requested deadline dates. Copies of these reports will be submitted simultaneously to the City, along with a full listing of all customer accounts.

SECTION 19 - Severability Clause

The provisions of this Ordinance are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Ordinance.

ATTEST:

Tony Kennon, Mayor

Renee Eberly, City Clerk

THE DUMPSTER GUY BALDWIN LLC
Franchisee

By: _____

Its: _____

**ACCEPTANCE OF A FRANCHISE
IN THE CITY OF ORANGE BEACH, ALABAMA**

RECITALS:

1. The City of Orange Beach, Alabama ("City") by action of its City Council on January 21, 2025, adopted Resolution No. 25-xxx ("Resolution") approving a non-exclusive franchise for the use of the public streets to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris under the terms and conditions set out in the Franchise Agreement for The Dumpster Guy Baldwin LLC ("Provider").
2. This Resolution requires the Provider to accept the terms of the Resolution in a form and substance acceptable to the City.

NOW, THEREFORE, pursuant to the terms and requirements of the Resolution, and in consideration of the City's approval of the Franchise, Provider accepts the Franchise and makes the following representations and warranties to the City:

1. Provider is authorized to do business in Alabama and has full power, authority, and legal capacity to execute, deliver, and perform this Acceptance and perform the terms and conditions of the Franchise;
2. All actions necessary to authorize the execution and delivery of this Acceptance and the performance of the Franchise, have been duly authorized;
3. Provider has carefully read the terms and conditions of the Franchise and accepts all of the terms and conditions imposed thereunder, and agrees to abide by the same;
4. Provider acknowledges by acceptance of the Franchise that it has not been induced to accept the Franchise by reason of any promise, verbal or written, by or on behalf of the City, or by any third person, regarding any term or condition of the Franchise not expressed therein;
5. The Provider agrees to comply with all of the terms and conditions of the City's Ordinances and other laws and rules applicable to Providers' business;
6. Provider will immediately notify the City if it be engages in an activity that is neither contemplated nor authorized under the terms of the Agreement; and
7. Concurrent with this acceptance of the Agreement, Provider agrees to perform the following tasks within thirty (30) days of the adoption of the Resolution and any necessary publication, unless another date is specified in the Agreement:
 - A. Pay all required application fees required under the terms of the Agreement;
 - B. Pay the costs of any necessary publication;
 - C. File a certificate of insurance as required under the terms of the Agreement; and
 - D. Acquire a business license from the City of Orange Beach.

Failure to perform all such actions within a timely manner shall be deemed to be a rejection and repudiation of the Franchise Agreement.

Dated: _____

THE DUMPSTER GUY BALDWIN LLC

By: _____

Its: _____



CITY of ORANGE BEACH
FRANCHISE APPLICATION

1101
\$ 250.00

☒ NEW
☐ RENEWAL

Business Name The Dumpster Guy Baldwin LLC
Applicant's Name Blake Mabry
Mailing Address 1144 Fielding Park Drive, Foley, AL 36535
Physical Address Office 1144 Fielding Park Drive, Foley, AL 36535
Telephone 251-270-9633 E-Mail office@thedumpsterguyusa.com
Type of Franchise Requested Roll-off Dumpster Service

Owner/Officers	Address	DOB
<u>Blake Mabry</u>	<u>139 Fairway Dr, Daphne, AL 36526</u>	<u>16 SEP 83</u>
<u>Justin Self</u>	<u>5122 Sampson Ave, OB, AL 36561</u>	<u>24 DEC 85</u>

\$250.00 NON-REFUNDABLE APPLICATION FEE SHALL BE PAID WITH APPLICATION

DATE PAID 12/20/24

1. Attach a copy of proof of insurance showing City of Orange Beach as additional insured.
2. Attach a financial statement showing in detail applicant's current financial condition.

Applicant agrees to pay all costs and expenses incurred by the City in preparation of the Franchise agreement and the enactment of the enabling ordinance, to include attorney's fees for drafting of the Franchise agreement.

APPLICANT UNDERSTANDS THAT THE FILING OF THIS APPLICATION DOES NOT, IN ITSELF, CONSTITUTE AUTHORITY TO OPERATE AND WILL SUBMIT SUCH ADDITIONAL INFORMATION IN CONNECTION WITH THIS APPLICATION AS THE COUNCIL MAY REQUIRE.

Applicant Signature

Jan Blk Mabry

Date

12 DEC 24



BURKBUI-01

TSHAW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Starke Agency, LLC 210 Commerce St. Montgomery, AL 36104	CONTACT NAME:		
	PHONE (A/C, No, Ext): (334) 263-5535	FAX (A/C, No): (334) 264-3375	
	E-MAIL ADDRESS: info@starkeagency.com		
INSURED The Dumpster Guy Baldwin LLC 1144 Fielding Park Drive. Foley, AL 36535	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nautilus Insurance Company		17370
	INSURER B: Auto Owners Insurance Co		18988
	INSURER C: AlaComp		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X		ECP2036974-12	2/18/2024	2/18/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ SEE REMARKS						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						CONTRACTOR POLL \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY			5544367000	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS ONLY						\$
	☐ UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	DED	RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		WC-100-0025857-2024A	7/26/2024	1/1/2025	PER STATUTE ☐ OTH-ER ☐
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**REGULAR CITY COUNCIL MEETING
JANUARY 28, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a rental agreement with Sharp Electronics Corporation for a copier for the Parks & Recreation Department through State Bid.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-21-25 25-xxx Authorize Rental Agreement Sharp Copier Parks Recreation State Bid
2. 2025.01.16 Rental Agreement Sharp Copier Parks Recreation

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
RENTAL AGREEMENT WITH SHARP ELECTRONICS CORPORATION FOR A
COPIER FOR THE PARKS & RECREATION DEPARTMENT THROUGH STATE BID**

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 State Contract Rental Agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Sharp Electronics Corporation as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the Mayor is hereby authorized to approve payments to Sharp Electronics Corporation in the amounts specified by the rental agreement for a term of three years;
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 21st DAY OF JANUARY, 2025.

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. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 21, 2025.

City Clerk

Order # COB3 PARKS & REC

Sharp Electronics Corporation

Order Address: 100 Paragon Drive, Montvale, NJ 07645

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

STATE CONTRACT RENTAL AGREEMENT

BILL TO:

City of Orange Beach

P.O. Box 458

Orange Beach, AL 36561

TELEPHONE # 251-981-6806

Contact: Renee Eberly

DATE _____

SHIP TO:

City of Orange Beach

Parks & Recreation Dept

4099 Orange Beach Blvd.

Orange Beach, AL 36561

TELEPHONE # 251-981-6783

Contact: Nicole Ard

BEGINNING METER READ _____

TERM: 3 YR. Agreement under the provisions of State of Alabama
Contract # 188627-AL06

RATE: Monthly
Base Charge: \$195.88 **Copies** N/A **Excess Charge**
Included Per Copy \$ \$.0065 BW \$.00450 CLR

3 Yr Equip. Total \$7,051.68

Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment

MFG	MODEL	SERIAL #	LOCATION	METER
Sharp	BP-70C45			
	BPDE15			
	BPFN11			

(PAGE 2)

SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O CPC Office Technologies will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

SERVICE

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O CPC Office Technologies and the LESSEE will at their option, replace said equipment if necessary, during the term of contract to maintain customer satisfaction.

TERMS AND CONDITIONS

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE _____ TITLE _____ DATE _____

LESSOR Nicole Wrensky TITLE Government Acct Manager DATE 01/09/2025



**REGULAR CITY COUNCIL MEETING
JANUARY 28, 2025**

Departments: City Clerk

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

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-21-25 25-xxx Authorize Professional Services Agreement Legal Renee Smith
2. 2025.01.16 Professional Services Agreement Renee Smith Legal

RESOLUTION NO. 25-xxx

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

FINDINGS:

1. Renee Smith is a certified paralegal with 20+ years of experience in the legal field who was previously employed with the City of Orange Beach and retired on June 30, 2024.
2. The City wishes to engage Renee Smith as an Independent Contractor to provide various legal services for the benefit of the City of Orange Beach Legal Department.
3. The City and Renee Smith have reached an agreement (attached Exhibit A) whereby the City of Orange Beach agrees to pay Renee Smith to provide various legal services on a remote, hourly basis at request of the City's Legal Department.
4. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

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

ADOPTED THIS 21st DAY OF JANUARY, 2025.

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. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 21, 2024.

City Clerk

PROFESSIONAL SERVICES CONTRACT

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

1. Recitals.

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

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

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

2. Consulting Services to be Performed.

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

3. Compensation.

a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid \$50.00 / hour, plus pre-approved expenses incurred as part of Contractor's performance of this contract, in accordance with City policies. The maximum compensation shall be \$38,000.00 annually calculated per January to December calendar period.

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

c) Contractor shall be paid per invoice submitted on a monthly basis to the City Attorney with project detail provided.

4. Equipment.

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

5. Term.

The term of this Agreement is twelve (12) months commencing January 1, 2025, and ending December 31, 2025. The Agreement may be renewed for additional renewal terms at twelve (12) months per term, from January 1 and ending December 31 of any subsequent renewal term.

6. Independent Contractor.

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

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

7. Assignment.

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

8. Compliance with Law.

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

9. Termination.

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

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

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

13. Law Governing.

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

14. Notices.

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

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

And to Contractor:
Renee Smith
Post Office Box 176
Coffeeville, AL 36524

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

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the ____ day of _____, 2025.

CITY OF ORANGE BEACH

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

CONTRACTOR

By: _____
Renee Smith, an Individual

STATE OF ALABAMA
COUNTY OF BALDWIN

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

Given under my hand and seal this the _____ day of _____, 2025.

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

Given under my hand and seal this the _____ day of _____, 2025.

(SEAL)

Notary Public
State of Alabama
My Commission Expires: _____



**REGULAR CITY COUNCIL MEETING
JANUARY 28, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing the use of the Senior Center to support the Orange Beach Garden Club's "37th Annual Game Day and Salad Luncheon" event.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-28-25 25-xxx Authorize Use of City Facilities Garden Club Event

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE USE OF THE SENIOR CENTER
TO SUPPORT THE ORANGE BEACH GARDEN CLUB'S
"37TH ANNUAL GAME DAY AND SALAD LUNCHEON" EVENT**

FINDINGS:

1. The City of Orange Beach, Alabama, is home to the Orange Beach Garden Club, a local civic organization that provides support for a variety of City programs including: the Backcountry Trail Butterfly Garden, the Wildlife Center, the Police Benevolent Fund, Orange Beach Elementary School Junior Gardeners, Arbor Day events, Orange Beach Coastal Resources, and other various City initiatives and programs.
2. The Garden Club is hosting its 37th annual fundraising event on February 12, 2025, at the Orange Beach Event Center titled "Let Us Tell You 'Bout the Birds and the Bees" and has requested assistance in providing information and tickets to the senior community in the form of posting flyers and offering tickets for sale during regular business hours at the Orange Beach Senior Center.
3. The majority of funds raised by the Garden Club are used to support programs for which the City is authorized to appropriate and expend funds pursuant to Alabama Code Chapter 11, Section 47. Allowing flyers to be posted at the Senior Center and utilizing Senior Center staff to sell tickets for the Garden Club event serves a public purpose in as the funds raised are utilized for the benefit of a significant portion of the City residents as stated above. Patrons are aware by evident signage that the ticket sales are voluntary and that all proceeds go to the Garden Club.
4. The Orange Beach City Council has determined that support for the Garden Club's "37th Annual Game Day and Salad Luncheon" event furthers the public purpose by encouraging community support of City programs and enhancing the general welfare of the community.

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

1. That the City Council hereby authorizes Senior Center staff to support the Orange Beach Garden Club's "37th Annual Game Day and Salad Luncheon" event by displaying flyers for the event and providing ticket sales during the regular business hours of the Senior Center, subject to any other policies or procedures regarding the use of public facilities and under the direction of the City Administrator;
2. That the City shall provide goods and services to be auctioned as a part of the Garden Club fundraiser as follows: one glass shop item, one clay shop item, two vouchers for golf, and a one-year family Fitness Center Membership; and
3. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 28th DAY OF JANUARY, 2025.

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. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 28, 2025.

City Clerk



**REGULAR CITY COUNCIL MEETING
JANUARY 28, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a performance contract with Coastal Ballet, Inc.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 01-21-25 25-xxx Authorize Performance Contract Coastal Ballet
2. 2025.01.16 Performance Contract Coastal Ballet

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PERFORMANCE CONTRACTS WITH COASTAL BALLET, INC.**

FINDINGS:

1. Coastal Ballet, Inc., is a 501(c)(3) nonprofit that provides ballet instruction and produces dance and ballet performances.
2. The City believes having a professional ballet company provide performances in the City serves the health, safety and welfare of the public, enhancing exposure to the arts, and desires to engage Contractor to provide such services for the benefit of Orange Beach residents and visitors.
3. The City of Orange Beach and Coastal Ballet, Inc. have reached an agreement (attached Exhibit A) whereby Coastal Ballet, Inc., will provide ballet instruction and produce a professional dance and ballet performance for the City of Orange Beach.
4. After having reviewed the agreements, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the agreements in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Coastal Ballet, 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 21st DAY OF JANUARY, 2025.

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. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on January 21, 2025.

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 Coastal Ballet, Inc., a 501(c)(3) (sometimes hereinafter “Contractor”), as follows:

1. Recitals:

- a. Contractor is a 501(c)3 nonprofit that provides ballet instruction and produces dance and ballet performances.
- b. The City believes having a professional ballet company provide lessons and performances in the City serves to benefit the health, and welfare of the public, enhancing exposure to the arts, 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, at no charge, ballet lessons and related skill-development classes for the Orange Beach Continuing Excellence program. These lessons shall be scheduled in advance with the Continuing Excellence Director.
- b. Contractor shall produce one professional dance and ballet performance for the City. Performances shall be appropriate for all ages and consistent with the family friendly image and mission statement of the City of Orange Beach and open to the public.
- c. Contractor must have an Orange Beach Business License.
- d. Contractor will provide all dancers, actors, and volunteers required to complete performances as well as costumes, props and recorded music. Contractor shall be responsible for compliance with all trademark and copyright laws and obtain all necessary licenses at Contractor's expense.
- e. Contractor will provide all personnel and stagehands.
- f. Contractor will coordinate scheduling the performance with the City in advance. The City reserves the right to approve or deny scheduling based on conflicting City programming or in the case of an emergency.
- g. Contractor will abide by all rules, policies and procedures, as adopted by the City Council and applicable to the venue utilized by Contractor hereunder as if set forth fully herein. Contractor understands that the Performing Arts Center and Orange Beach Event Center are each subject to varying rules and policies of use and Contractor agrees to obtain and comply with said rules and policies.

3. City’s Obligations:

- a. City agrees to make available during normal operational hours an agreed upon portion of the Tennis Center for Contractor to provide lessons.
- b. City agrees to make a performance venue available by rental agreement to the Contractor for scheduled performance.
- c. City agrees to manage the sale of performance tickets.
- d. City will provide access to the performance venue for practice and performance.

4. Compensation:

Contractor will be permitted to retain the fees earned for the performances and lessons provided under this Agreement.

5. Term:

The term of this agreement shall commence Tuesday January 21, 2025 through June 1, 2025 unless terminated earlier in accordance with paragraph 11.

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:

Rio Cordy
Post Office Box 5740
Gulf Shores, Alabama 36547

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the _____ day of _____, 2025.

CITY OF ORANGE BEACH,
An Alabama Municipal Corporation

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

CONTRACTOR:

COASTAL BALLET, INC.

By: _____
Rio Cordy, Its Principal

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Tony Kennon and Renee Eberly, whose names as Mayor and City Clerk, respectively, of the City of Orange Beach, 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 _____, 2025.

(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 Rio Cordy, as Principal of Coastal Ballet, Inc., 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, with the full authority on behalf of the corporation, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on the _____ day of _____, 2025.

(SEAL)

Notary Public
My Commission Expires: _____



**REGULAR CITY COUNCIL MEETING
JANUARY 28, 2025**

Departments: Community Development

Description of Topic: Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0103-PUD-25, Lost Bay Townhouses PUD.

Background/Description: DR Horton, Inc. - Birmingham requests Preliminary and Final PUD Approval to rezone 27.8 acres from General Business (GB) to Planned Unit Development (PUD) for the purpose of converting a multi-family residential development with 82 units into a townhouse subdivision containing 82 lots. The property is located south of the Brett/Robinson Laundry Facility and Posh Interiors and west of The Island Church.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 0103-PUD-25 Lost Bay - Staff Memo
2. 0103-PUD-25 Lost Bay - Landscape Plan
3. 0103-PUD-25 Lost Bay - Master Plan
4. 0103-PUD-25 Lost Bay - Project Location Map
5. 0103-PUD-25 Lost Bay - Statement of Objectives
6. 0103-PUD-25 Lost Bay - Townhouse Elevations
7. 0103-PUD-25 Lost Bay - Application

8. 0103-PUD-25 Lost Bay - Certified Mailing Response
9. 0103-PUD-25 Lost Bay - Civil Plans



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



**Orange Beach City Council
Meeting – January 21, 2025**

**Case No. 0103-PUD-25
Lost Bay Townhouses PUD
Preliminary and Final PUD Approval**

Owner:

DR Horton Inc. – Birmingham
Judy Smith
22500 Town Center Ave., Suite 103
Spanish Fort, AL 36527
(850) 503-1249
jksmith@drhorton.com

Applicant:

Same

Property Address:

25280 Canal Rd.

Tax Parcel:

05-65-03-05-0-000-062.000
05-65-03-05-0-000-059.001

PPIN:

47431
58938

I. GENERAL INFORMATION

Request: **Preliminary and Final PUD Approval**

DR Horton Inc. – Birmingham requests preliminary and final PUD approval to rezone 27.8 acres from General Business (GB) to Planned Unit Development (PUD) for the purpose of converting a multi-family residential development with 82 units into a townhouse subdivision containing 82 lots.

**Planning
Commission:**

The Planning Commission held a public hearing and considered this application at its regular meeting on January 13, 2025. There were four participants in the public hearing. Three speakers inquired about the setbacks to the commercial lots, a rumored connection road, and the impact to the wetlands between this development and the Oak Ridge Subdivision to the south. The last speaker was the applicant, and she stated that the rental market is down, and the financial models are more favorable to fee-simple lots.

The Planning Commission gave the request a favorable recommendation with 7 persons voting favorably for the request and none voting against it.

Location: This property covers 27.8 acres and is located south of the Brett/Robinson Laundry Facility, Morgan Boat Storage, Dollar General, and Posh Interiors and west of The Island Church. The Lost Bay Townhouse development, containing 14 buildings and 82 total units, was approved as a site plan review request in October 2022 and is presently under construction on this property.

Present Zoning: GB (General Business)

Present Use: Lost Bay Townhouses (under construction)

Future Land Use: Residential Mixed
Multi-family residential developments, including townhouses on non-standard lots, are a common function in this land use district. This PUD request does not conflict with the Future Land Use Map.

Surrounding Land Use and Zoning: **North:** Brett/Robinson Laundry Facility, Morgan Boat Storage, Dollar General, Posh Interiors, Mini Warehouse Buildings, Advanced Marine & Power Service, GB (General Business)
South: Undeveloped, MHS (Mobile Home Subdivision)
East: The Island Church, RS-1 (Single-Family Residential)
West: Vacant, GB (General Business); Single-Family Residential, RS-1 (Single-Family Residential)

Special Districts: **Overlay Zoning:** Restricted Height Overlay District
Neighborhood District: Northwest Orange Beach
Airport Zone: Precision Instrument Approach
Flood Zone: X-Shaded, X

Nearby Streets: This property has frontage on Canal Road between Posh Interiors and Advanced Marine & Power Service. This townhouse subdivision will have two internal roadways, Lost Bay Drive and Blue Water Drive.

Site History:

<i>Date</i>	<i>Description</i>
November 2015	City Council approved the rezoning of this property from RS-1 to GB. (Case No. 1002-RZ-15)
October 2022	Planning Commission approved the site plan review to construct a multi-family residential development on 27.8 acres consisting of 14 buildings and 82 units. (Case No. 1007-SP-22)
February 2023	Planning Commission approved the preliminary and final minor subdivision plat to combine two lots into one lot. (Case No. 0201-SD-23)
February 2023	Planning Commission approved an amendment to the Comprehensive Plan to amend the future land use designation for this property from Commercial High Intensity to Residential Mixed. (Case No. 0204-CPA-23)
January 2024	Board of Adjustment will consider a variance to Section 5.0302, Fences and Hedge – Side and Rear Yards, to allow for the installation of a solid privacy fence 8 feet in height between the townhouses and the commercial land uses to the north. The said section limits the fence height to 6 feet. (Case No. 0102-V-25)

II. COMPREHENSIVE PLAN REVIEW

Section 7.03 of the Orange Beach Zoning Ordinance states the purpose and intent of the PUD ordinance to have developments that promote the goals of the comprehensive plan, and no PUD shall be approved unless it is consistent with the goals of the comprehensive plan. The *City of Orange Beach Preservation and Growth Management Plan, 2020-2035* shows this property as part of the **Northwest Orange Beach District**. The proposed PUD complies with the mission of this district as follows:

Mission Statement for the Northwest Orange Beach District

The City of Orange Beach seeks to preserve, protect and maintain the integrity of the existing neighborhoods while providing an opportunity for suitable mixed-residential and commercial developments, integrating Traditional Neighborhood Design Criteria (TND) and limiting the use of cul-de-sacs. The City also seeks to provide additional water access and create a viewshed to be enjoyed by all.

The applicant states that this PUD will comply with the goals for this area, as the townhouse type development accomplishes the desired mixture of housing types. In addition, this site is near existing businesses and commercial zoning that helps maintain balance between the residential and commercial components in the area.

III. PUD DESIGN STANDARDS

Section 7.03 of the Orange Beach Zoning Ordinance requires all proposed PUD to achieve one or more of the following design standard objectives. The applicant indicates that 4 of the 12 design standards will be met.

- **A maximum choice in the types of environment; occupancy tenure, such as cooperatives, individual ownership, condominium and leasehold; housing type; lot sizes; and community facilities available to existing and potential residents at all economic levels.** *The applicant states that offering the townhouse units as separate fee-simple lots will provide opportunities for individual ownership.*
- **More usable and suitably located open space, recreation areas and other common facilities.** *The applicant states that all areas outside of the buildings and rear patio will be held as common area under ownership of the property owners association. Furthermore, all landscaping will be uniform throughout the development and maintained accordingly, and there will be minimum disruption to existing natural features of the site.*
- **A creative use of land related physical development which allows an orderly transition from urban and suburban uses to rural or undeveloped areas.** *The applicant states that this PUD will provide a transition from the existing GB zoning to the east and west and to the existing MHS to the south. There is also an existing PUD consisting of the same product in the vicinity to the west.*
- **Superior development and redevelopment which is more desirable than that which would occur through strict application of the zoning code.** *According to the applicant, this PUD will offer a superior development to which is more desirable than what could occur through strict application of the zoning ordinance. Under the existing zoning, based on two-story buildings, as proposed in this development, the allowable density would be 157 units at 16 units per acre based on the usable upland acreage.*

IV. PUD MASTER PLAN REVIEW

Section 7.04 of the Orange Beach Zoning Ordinance states that an approved PUD shall be considered a separate zoning district in which development plans, as approved, establish the specific restrictions and regulations customized to fit the type of plan proposed by which the development shall be governed. Restrictions may be greater or lesser than the ones otherwise imposed by the zoning ordinance and subdivision regulations to achieve a development with fits the comprehensive plan and PUD design standards.

1. **Density:** The criteria for establishing an average density includes the land use plan for the area, existing surrounding density, density permitted by the existing zoning classification, adequacy of existing and proposed public facilities and services and site characteristics. Density must generally conform to the requirements as set out in Article 4 of this ordinance and conform to the Comprehensive Plan. (Section 7.04, A.)

In October 2022, the Planning Commission approved the site plan review for Lost Bay Townhomes, a multi-family residential development consisting of 14 buildings and 82 total units. The density for this project is almost 3 units per acres based on gross acreage (27.8 acres) and more than 8 units per acres based on net or upland acreage (9.82 acres). This is well below the maximum density of 16 units per acre.

The purpose of this PUD is to convert the development from a townhome condominium to a townhouse subdivision with 82 lots where lot owner as fee-simple ownership. Townhouse subdivisions can only be achieved through PUD zoning.

All 82 units will be three-bedroom units. Each unit is required two parking spaces and will have three parking spaces, one in the garage and two in the front driveway. For the townhouse subdivision, each unit will be situated on a 20' by 70' townhouse lot covering 1,400 square feet. The townhouse lot will contain the front driveway, the unit, and rear patio area.

The property is presently zoned GB, and in a by-right scenario on the upland area (9.82 acres), a potential development could have up to 157 units based on the maximum density of 16 units per acres for two-story buildings.

2. **Common Open Space:** At least 20 percent of the area covered by a Final Development Plan shall be landscaped or provide common open space owned and operated by the owner/developer or dedicated to a homeowner association or similar group. (Section 7.04, B.)

More than 84 percent of this PUD will be common area involving open area, landscaped area, wetlands, roadways, sidewalks, and stormwater management areas (SWMAs). Less the SWMAs, the open space is less than 78 percent.

The townhouse subdivision will have a property owners association that will be responsible for the ownership and maintenance of the common areas.

3. **Access and Parking:** All streets, thoroughfares and access ways shall be designed to effectively relate to the major thoroughfare plans of the City of Orange Beach. Adequate off-street parking shall generally conform to the off-street parking requirements set forth in Article 8 of the Zoning Ordinance unless otherwise approved. (Section 7.04, C.)

This PUD will consist of 82 units, all of which will be three-bedroom units and will require two parking spaces. As a multi-family residential development, guest or overflow parking is also required and is accessed at one space for every five units proposed.

Use	Unit of Measure	Required		Provided	
		Parking Ratio	Parking		Parking
			Regular	HC	
3-BR Units	82 units	2 per unit	164		
Guest/Overflow	82 units	1 for every 5 units	16		
TOTAL SPACES REQUIRED & PROVIDED			180		246

One hundred eighty (180) parking spaces are required for this development. Each unit and lot will have three parking spaces, consisting of one garage space and two front driveway spaces. This equates to 246 total parking spaces being provided, which far exceeds the 180 parking spaces required.

4. **Perimeter Requirements:** The Planning Commission the City Council may impose the requirement that structures, buildings and streets located at the perimeter of the development be permanently screened to protect the privacy of the adjacent existing uses. (Section 7.04, D.)

The adjoining properties to the southwest (single-family residential) and southeast (The Island Church) are zoned RS-1. The adjoining property is undeveloped and zoned MHS. Section 4.05 of the Zoning Ordinance requires a land use buffer 30 feet in width being provided along the shared lot lines. Wetlands are located in these areas and will exceed the buffering distance required.

5. **Signage:** The size, location, design and nature of signs, if any, and the intensity and direction of area floodlighting shall be detailed in the application and must generally conform to the sign regulations in Article 15, unless the massing and scale of the PUD would make additional or different requirements desirable. Signs must nonetheless fit the design character of the development. (Section 7.04, E.)

A freestanding monument entrance sign will be located at the intersection of Lost Bay Drive and Canal Road. The sign structure will have a width of 15 feet and a height of 6 feet. The sign will be double-sided, and each side will have a sign face area of 24 square feet. The total sign face area for this sign will be 48 square feet. The sign fully complies with the residential sign guidelines in Article 15 of the zoning ordinance.

6. **Height Limitation:** The criteria for establishing height limitations includes the land use plan for the area, existing surrounding building heights, heights permitted by the existing zoning classification, adequacy of existing and proposed public facilities and services and site characteristics. Height limitations must generally conform to the requirements as set out in Article 4 of this ordinance and conform to the Comprehensive Plan as well as the architectural standards set out in Article 10. (Section 7.04, F.)

There will be 14 townhouse buildings in this development. Each building and unit will be two stories in height, and the roof height to the ridge will be nearly 30 feet. The proposed building height is well below the 50-foot height limit for the underlying zoning.

7. **Landscaping and Tree Protection:** The criteria for landscaping, removal of trees and protection of heritage trees should generally conform to the requirements of Article 16. (Section 7.04, G.)

Landscaping will cover more than 38 percent of the developable area and will be located along the roadways and around the townhouse buildings and SWMAs. The subdivision will have wetlands located primarily south of the developable area.

This PUD will have 130 feet of linear frontage along Canal Road. Within the 10-foot perimeter landscaped area, four trees will be required and provided. Two of these trees will be Southern Live Oak trees, and the remaining two will be Crape Myrtle trees.

Based on nearly 81,900 square feet of vehicular paved area, 41 hardwood trees will be required. The landscape plan indicates 65 such trees will be provided and will consist of 30 Southern Live Oak trees and 36 Bald Cypress trees.

V. **DEVIATIONS FROM THE ZONING ORDINANCE AND SUBDIVISION REGULATIONS**

1. This PUD proposes the following deviations to the zoning ordinance:

- **Section 4.02, Table 4.02, Requirements for Lot Area, Lot Width & Other Factors (Lot Area):** In GB, newly subdivided lots are required to have a minimum lot area of 20,000 square feet. This PUD will be a townhouse subdivision with the typical lot dimension being 20' by 70' and the lot area being 1,400 square feet.
- **Section 4.02, Table 4.02, Requirements for Lot Area, Lot Width & Other Factors (Lot Width):** In GB, newly subdivided lots are required to have a minimum lot width of 100 feet. This PUD will be a townhouse subdivision with the typical lot width being 20 feet.
- **Section 4.03, Table 4.0301, Minimum Setbacks:** In GB, the required front and rear setbacks are 30 feet, and the side setbacks are 10 feet. This PUD will be a townhouse subdivision, and the proposed townhouse lots will have a front setback of 19 feet, a rear setback of 5 feet, and no side setbacks. Zero setbacks are typical for townhouse subdivisions.

2. This PUD proposes the following deviations to the subdivision regulations:

- **Section 4.1.2, New Roadway Construction (ROW Width):** For new subdivisions, the required right-of-way (ROW) width is 60 feet. The layout of this townhouse subdivision will require the ROW width to be less than 60 feet. The total ROW width will be 36 feet and will encompass the roadway and sidewalks. The roadway will have a total width of 26 feet (24 feet for pavement width and 1 foot on each side for concrete curbing), and the sidewalks on both sides will have a width of 5 feet.

The deviation to reduce the ROW width has been approved for other PUD townhouse subdivisions such as Spyglass and Gulf Stream.

VI. **STAFF COMMENTS**

1. The purpose of this PUD request is to convert a multi-family residential development that was approved as a condominium under site plan review and GB zoning into a townhouse subdivision

with 82 lots that can be individually owned through fee-simple ownership. Townhouse subdivisions can only be achieved through PUD zoning.

2. This development will have 14 buildings, of which 13 buildings will be 6-unit buildings and the remaining building will be a 4-unit building. The 6-unit buildings will have a building footprint covering 5,400 square feet and a gross floor area of 10,554 square feet. The 4-unit building will have a building footprint covering 3,600 square feet and a gross floor area of 7,036 square feet.
3. Each unit will have a building footprint covering 900 square feet and a gross floor area of 1,759 square feet. All units will be 3-bedroom units.
4. This townhouse subdivision will have 82 townhouse lots. The typical lot dimension will be 20' by 70', and the typical lot area will be 1,400 square feet. The typical lot width will be 20 feet.
5. The proposed front setback will be 19 feet and will be measured from the garage door to the edge of the sidewalk. This will ensure that the driveway parking spaces will not encroach into the sidewalks and obstruct pedestrian traffic.
6. The subdivision will have an overflow area with 6 parking spaces around the mail kiosk location.
7. After obtaining final PUD approval, the applicant will need to obtain preliminary and final major subdivision approvals from the Planning Commission. The applicant has submitted this request for Planning Commission consideration in February 2025.
8. The covenants, grants, easements or other restrictions to be imposed on the use of the land, buildings and structures, including proposed easements for public and private utilities. All such legal documents, including homeowner's associations and deed restrictions, must be approved by the City Attorney before final approval of the plan. The documents have been submitted and will be reviewed prior to the Planning Commission Chairman signing the final plat.

VII. CITY COUNCIL ACTION

1. **APPROVAL** of preliminary and final PUD to rezone 27.8 acres from General Business (GB) to Planned Unit Development (PUD) for the purpose of converting a multi-family residential development with 82 units into a townhouse subdivision containing 82 lots.
2. **APPROVAL WITH CONDITIONS** of preliminary and final PUD.

Conditions of Approval:

1. Approvals from the Planning Commission and City Council for deviations to the following requirements from the zoning ordinance and subdivision regulations.
 - **Section 4.02, Table 4.02, Requirements for Lot Area, Lot Width & Other Factors (Lot Area):** In GB, newly subdivided lots are required to have a minimum lot area of 20,000 square feet. This PUD will be a townhouse subdivision with the typical lot dimension being 20' by 70' and the lot area being 1,400 square feet.
 - **Section 4.02, Table 4.02, Requirements for Lot Area, Lot Width & Other Factors (Lot Width):** In GB, newly subdivided lots are required to have a minimum lot width of 100 feet. This PUD will be a townhouse subdivision with the typical lot width being 20 feet.

- **Section 4.03, Table 4.0301, Minimum Setbacks:** In GB, the required front and rear setbacks are 30 feet, and the side setbacks are 10 feet. This PUD will be a townhouse subdivision, and the proposed townhouse lots will have a front setback of 19 feet, a rear setback of 5 feet, and no side setbacks. Zero setbacks are typical for townhouse subdivisions.
- **Section 4.1.2, New Roadway Construction (ROW Width):** For new subdivisions, the required right-of-way (ROW) width is 60 feet. The layout of this townhouse subdivision will require the ROW width to be less than 60 feet. The total ROW width will be 36 feet and will encompass the roadway and sidewalks.

2. After PUD approval, the project will need preliminary and final major subdivision approval from the Planning Commission and recordation with Baldwin County to establish the townhouse subdivision.

3. **DENIAL** of preliminary and final PUD.

VIII. PICTURES, MAPS & PLANS

Existing Conditions

EagleView Imagery, Looking East, Entrance on Canal Road (November 2024)



EagleView Imagery, Looking North (October 2024)



EagleView Imagery, Looking North (October 2024)



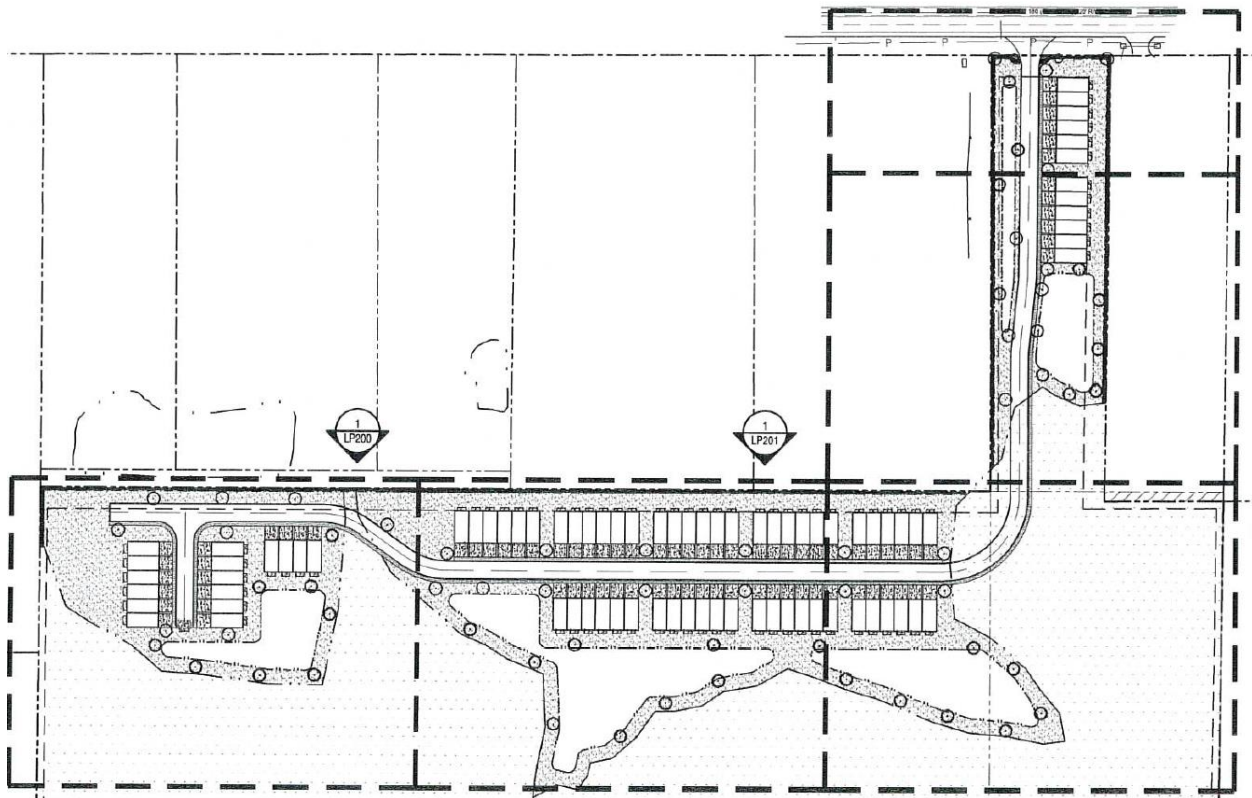
EagleView Imagery, Looking West (November 2024)



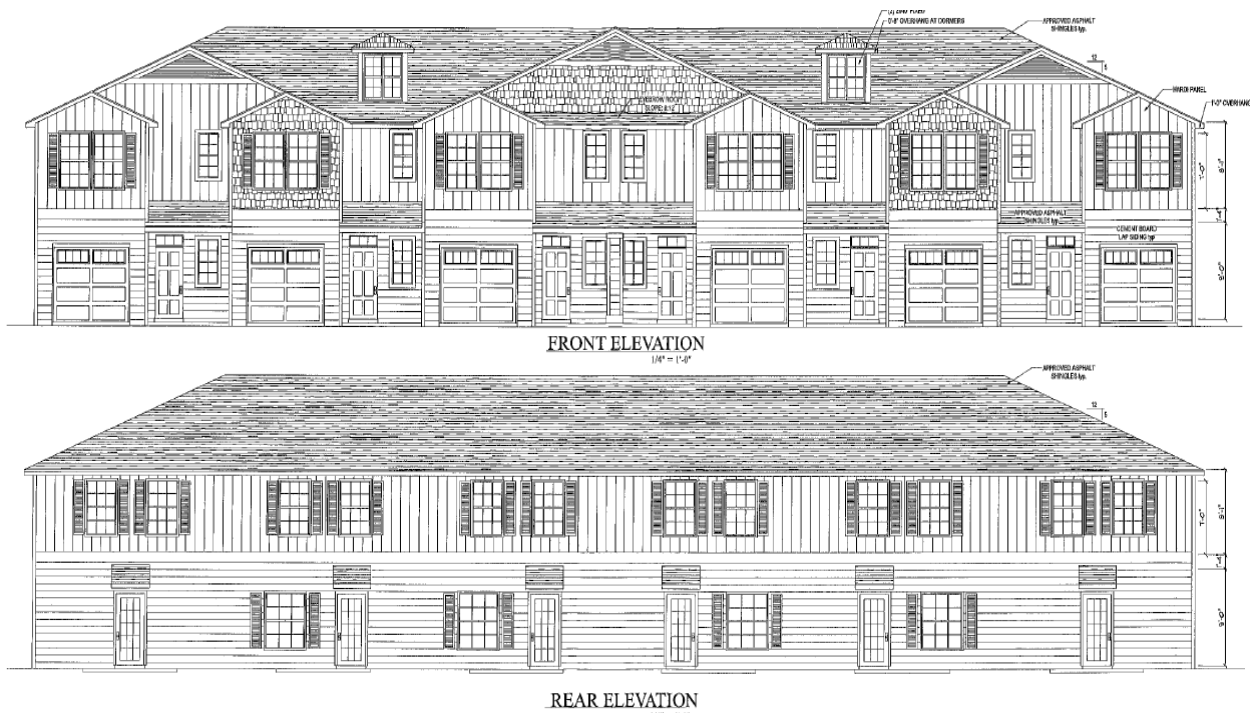
Aerial Map



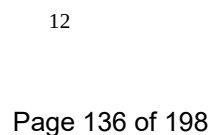
Site Plan Review Layout



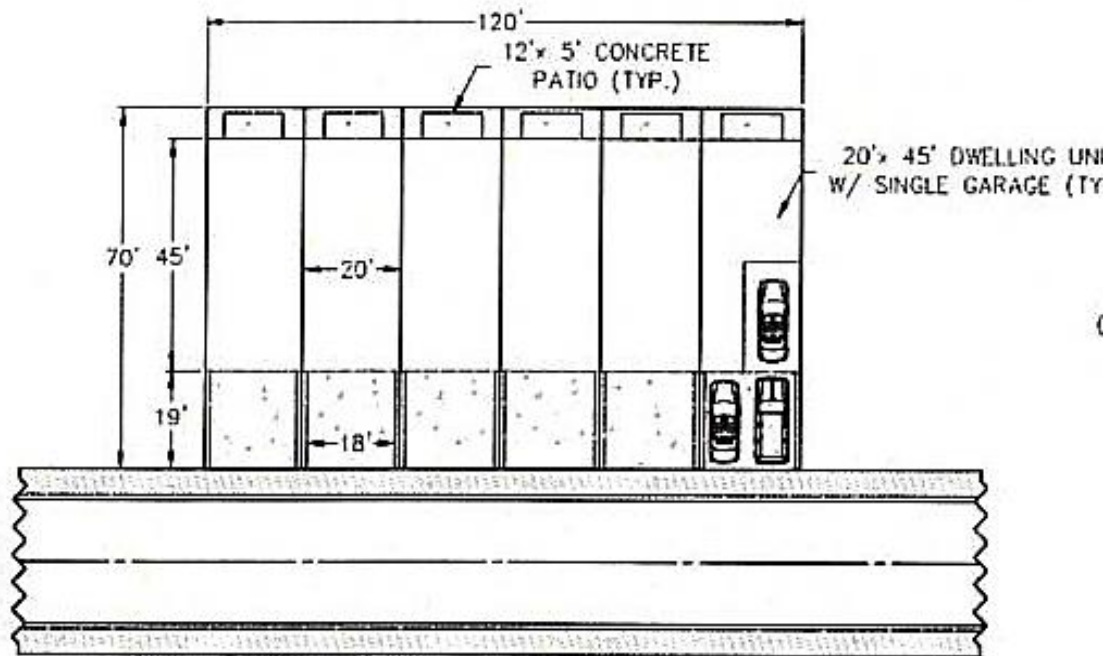
Townhouse Building Elevations



CASE NO. 0103-PUD-25

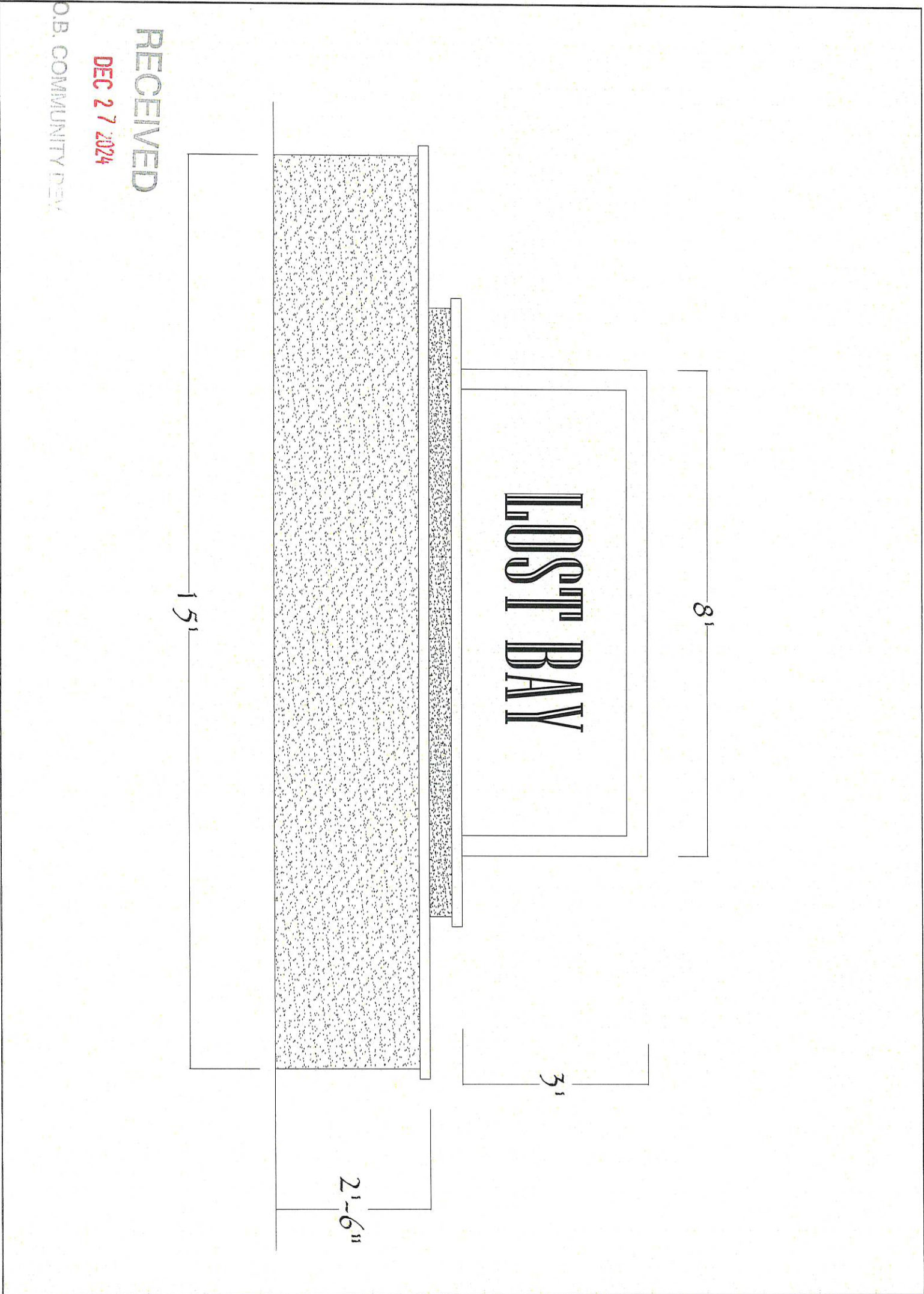


Townhouse Lot Layout

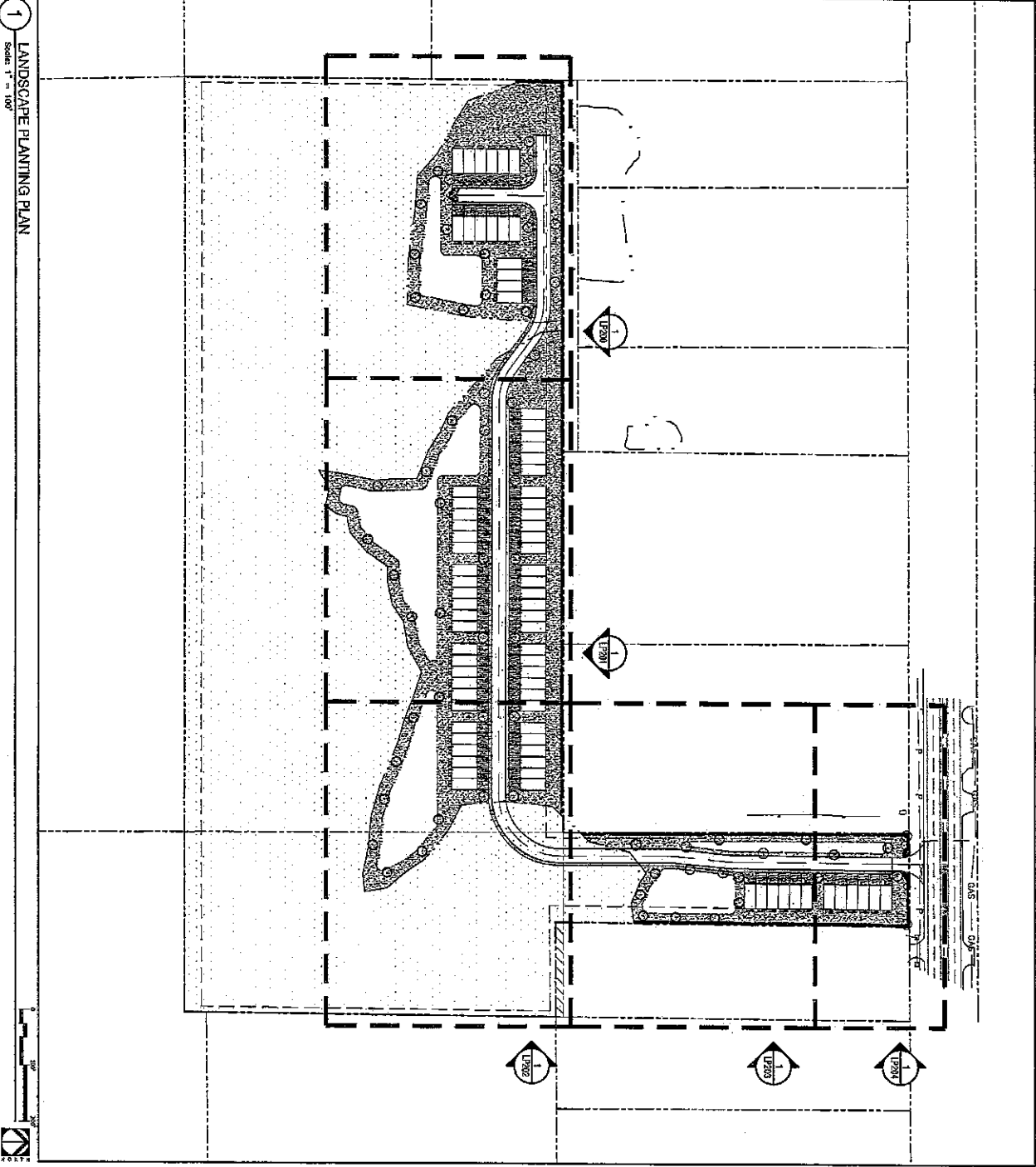


TYPICAL LOT WITH BUILDING

(N.T.S.)



DATE ISSUED MAY 20 2024 DATE PLOTTED MAY 20 2024 DESIGNED BY MATTHEW FREED CHECKED BY MATTHEW FREED SHEET No. 1 A-1 SHEET 1 OF 1		PLAN NAME: LOST BAY ENTRANCE		LOT *** DEVELOPMENT DISTRICT, AL EXTERIOR ELEVATIONS AND ROOF PLAN		D.R. HORTON <i>America's Builder</i> 22500 Town Center Ave Suite 103 Spanish Fort, AL 36527 1-877-785-0329 251-447-3029	
--	--	---	--	--	--	--	--



TREE PROTECTION NOTES

A FINAL TREE SURVEY HAS NOT BEEN PERFORMED ALTHOUGH ALL TREES WITHIN THE PROJECTS WETLAND AND PRESERVE AREA SHALL BE PRESERVED. ALL TREE REQUIREMENTS FOR THE PROJECT SHOULD BE STRICTLY TO MEET

ORANGE BEACH LANDSCAPE REQUIREMENTS (ARTICLE 10)	
Total Developable Site Area:	440,489 s.f.
Provided Landscape Area:	38.6 % of 173,292 s.f.
STREETFRONTAGE REQUIREMENTS (10.04-B-10)	
U.S. HWY. 42	
1 tree per 50 L.F. ROW @ 100 L.F. = 21 trees	
Total Frontage Trees Required:	41 trees
Total Frontage Trees Provided:	41 trees
1 shrub per 31 L.F. ROW @ 1800 L.F. = 683 shrubs	
Total Frontage Shrubs Required:	44 shrubs
Total Frontage Shrubs Provided:	44 shrubs
STREET PERIMETER REQUIREMENTS (10.04-B-11)	
North	
1 tree per 31 L.F. ROW @ 650 L.F. = 8347 trees	
Total Frontage Shrubs Required:	485 shrubs
Total Frontage Shrubs Provided:	485 shrubs
East	
1 shrub per 31 L.F. ROW @ 480 L.F. = 10200 shrubs	
Total Frontage Shrubs Required:	100 shrubs
Total Frontage Shrubs Provided:	100 shrubs
West	
1 shrub per 31 L.F. ROW @ 650 L.F. = 2187 shrubs	
Total Frontage Shrubs Required:	217 shrubs
Total Frontage Shrubs Provided:	217 shrubs
HARDWOOD TREE REPLACEMENT - VUA (10.04-B-9)	
Trees	
1 tree per 1300 s.f. @ 81,893 s.f. = 6300 trees	
Total V.U.A. Trees Required:	6300 trees
Total V.U.A. Trees Provided:	6300 trees

WAS DESIGN

landscape architecture

Wesley A. Smith, AIA
Principal
10100 Cahulla
Orange Beach, Alabama 36555
Tel: 850.292.4253
Fax: 850.292.4254
www.wasdesign.com

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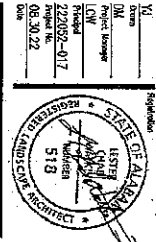
A Landscape Development Plan for
Lost Bay Townhomes
Orange Beach, Alabama

Project: _____
No. 000: _____
01/02/22 PROJECT SUBMITTAL
01/30/22 PROJECT RESUBMITTAL

Project Name: _____
Project Location: _____
Project Date: 2/20/22
Project No: 01/02/22

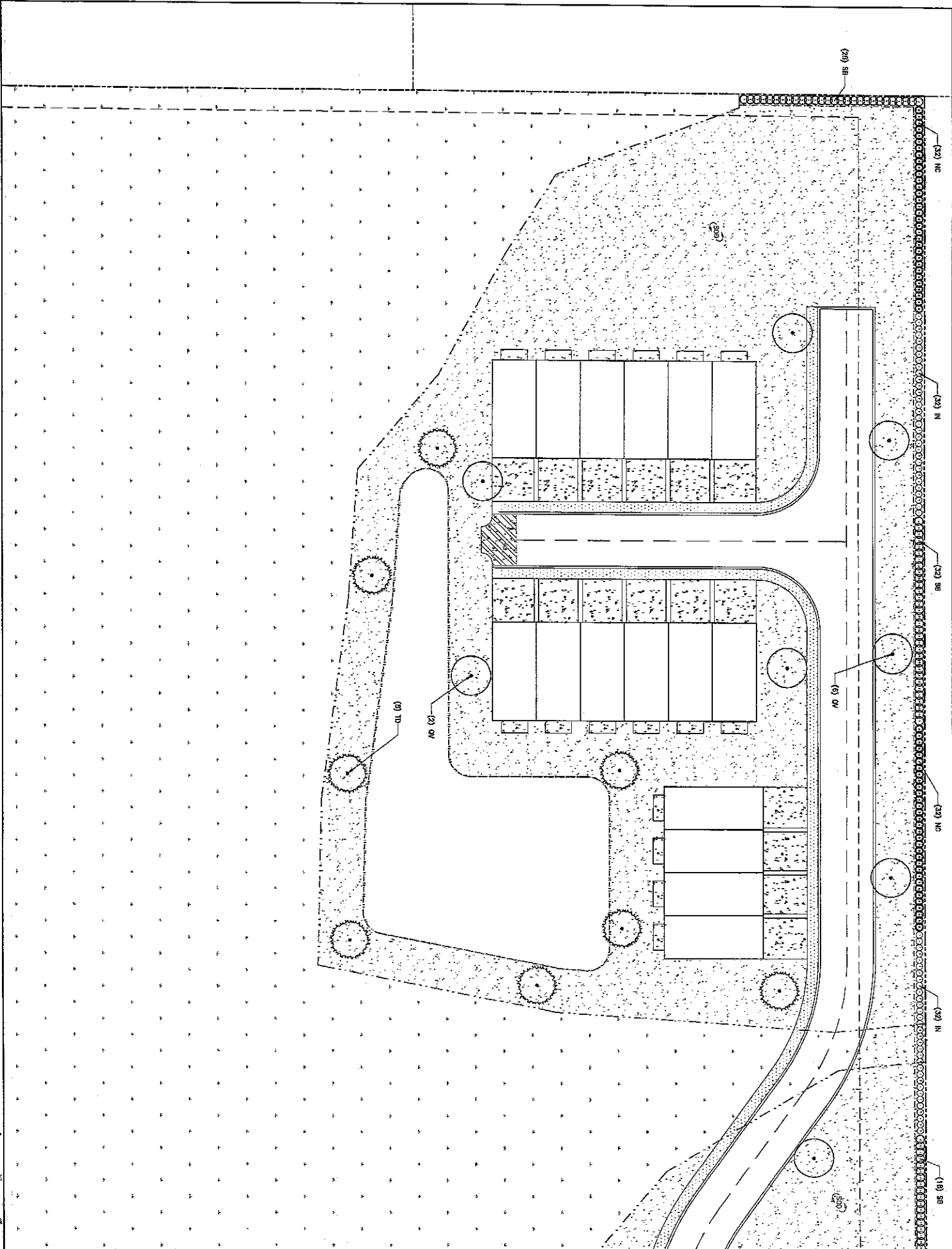
Project No: 01/02/22

Project Name: _____
Project Location: _____
Project Date: 2/20/22
Project No: 01/02/22



LANDSCAPE
PLANTING PLAN

Sheet No. **LP100**



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landscape architects
land planning
placemaking

WAS
Felix, Athena
P. 253/8787
Mona, Joanna
P. 253/44033
Maven, Michelle
P. 673/800781
Benicio, Freda
P. 850/401432

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Mr/Ms/Ms	Mr/Ms/Ms
No.	Doce
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09.08.72	09.08.72
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 Owner _____
 Project Manager _____
 LCN _____
 Printed _____
 222052-017
 Project No. _____
 08.30.22
 Date _____

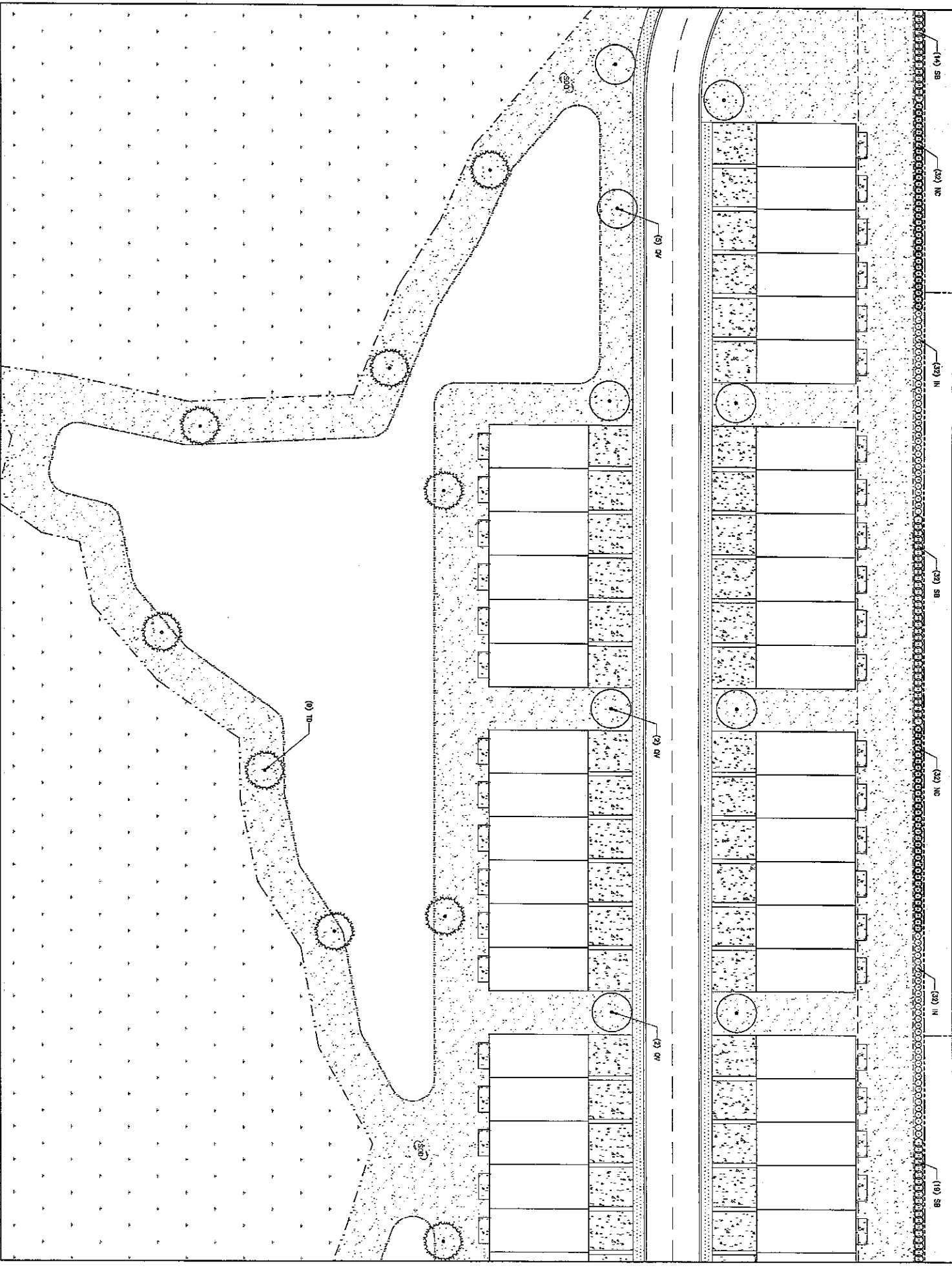
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LP200

LANDSCAPE
PLANTING PLAN
ENLARGEMENT

LP201



LANDSCAPE PLANTING PLAN ENLARGEMENT"

A Landscape Development Plan for
Lost Bay Townhomes
Orange Beach, Alabama

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YU	Drawn
DM	Project Manager
LCW	Project Engineer
Project No.	222002-017
Date	08.30.22

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Value Node

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10
10

Value Number
Value Flow
Value Size

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A Landscape Development Plan for
Lost Bay Townhomes
 Orange Beach, Alabama

Project:	Residence / Subdivision
No.:	09-022
Date:	09-26-22
Revised:	09-26-22
By:	WQS
Check:	WQS
Date:	09-26-22

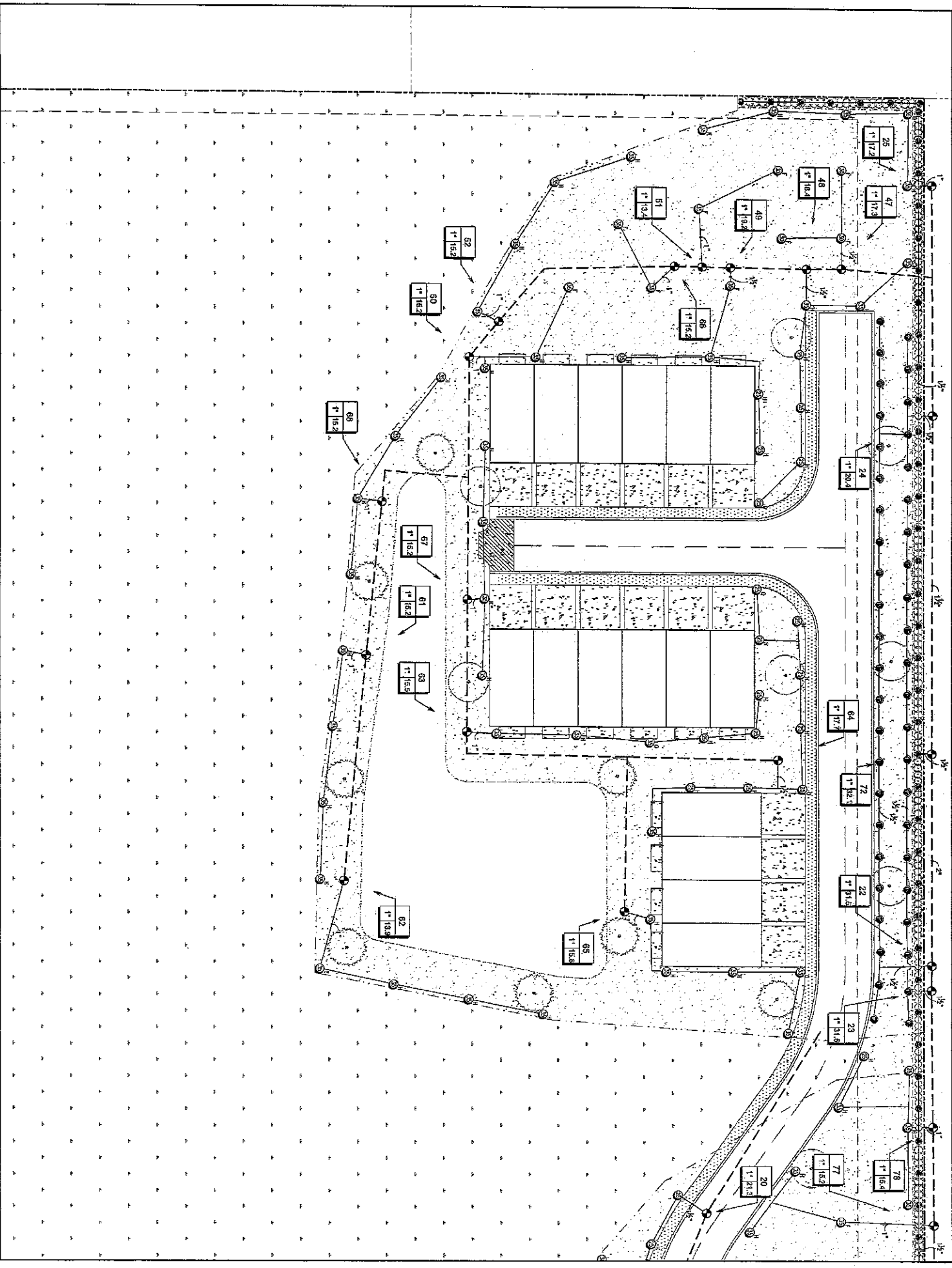
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 22062-017
 09/26/22

LANDSCAPE IRRIGATION PLAN ENLARGEMENT

L200

1 LANDSCAPE IRRIGATION PLAN ENLARGEMENT
 Scale: 1" = 20'



W&S
DESIGN
 Inc.
 10000 Highway 90
 Suite 100
 Jacksonville, FL 32256-4422
 Phone: 904.251.0000
 Fax: 904.251.0001
 Email: info@wsdesign.com
 Website: www.wsdesign.com

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A Landscape Development Plan for

Lost Bay Townhomes

Orange Beach, Alabama

Project No.	09-0322
Client	Barbara / Stephanie
Date	09-03-22
Project Name	LOST BAY TOWNHOMES
Project Address	10000 Highway 90, Suite 100, Jacksonville, FL 32256-4422
Project Phone	904.251.0000
Project Fax	904.251.0001
Project Email	info@wsdesign.com
Project Website	www.wsdesign.com
Project Status	Final Design
Project Budget	\$100,000.00
Project Start Date	09-03-22
Project End Date	09-30-22

6/20/2022 10:00 AM Lost Bay Townhomes and Park
 10000 Highway 90, Suite 100, Jacksonville, FL 32256-4422
 904.251.0000
 info@wsdesign.com
 www.wsdesign.com

LANDSCAPE

IRRIGATION PLAN

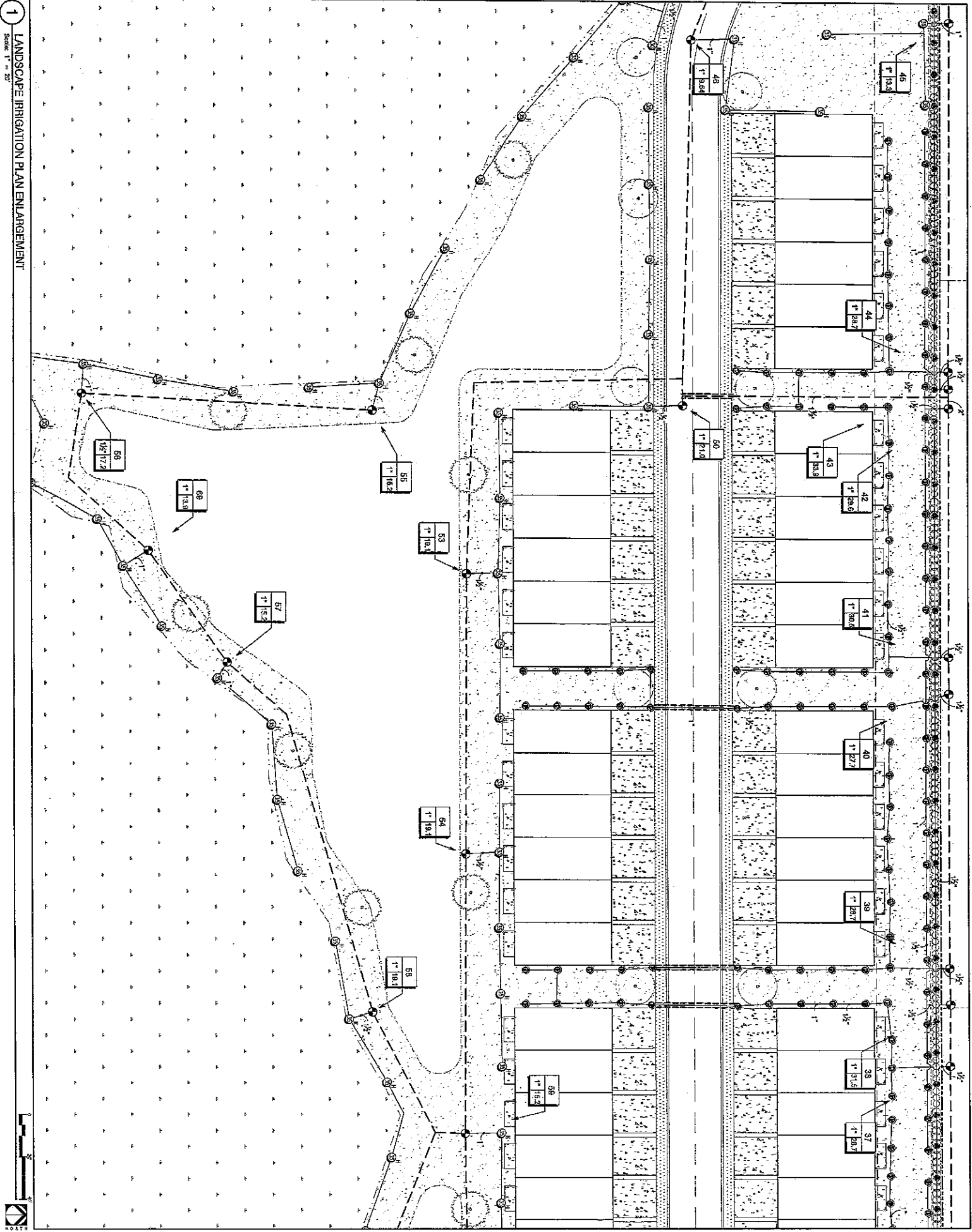
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1 LANDSCAPE IRRIGATION PLAN ENLARGEMENT

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A Landscape Development Plan for
Lost Bay Townhomes
Orange Beach, Alabama

Drawings
No. Date Revision / Submissions
01/08/22 FINAL SUBMITTAL
02/08/22 PERMIT RESUBMITTAL

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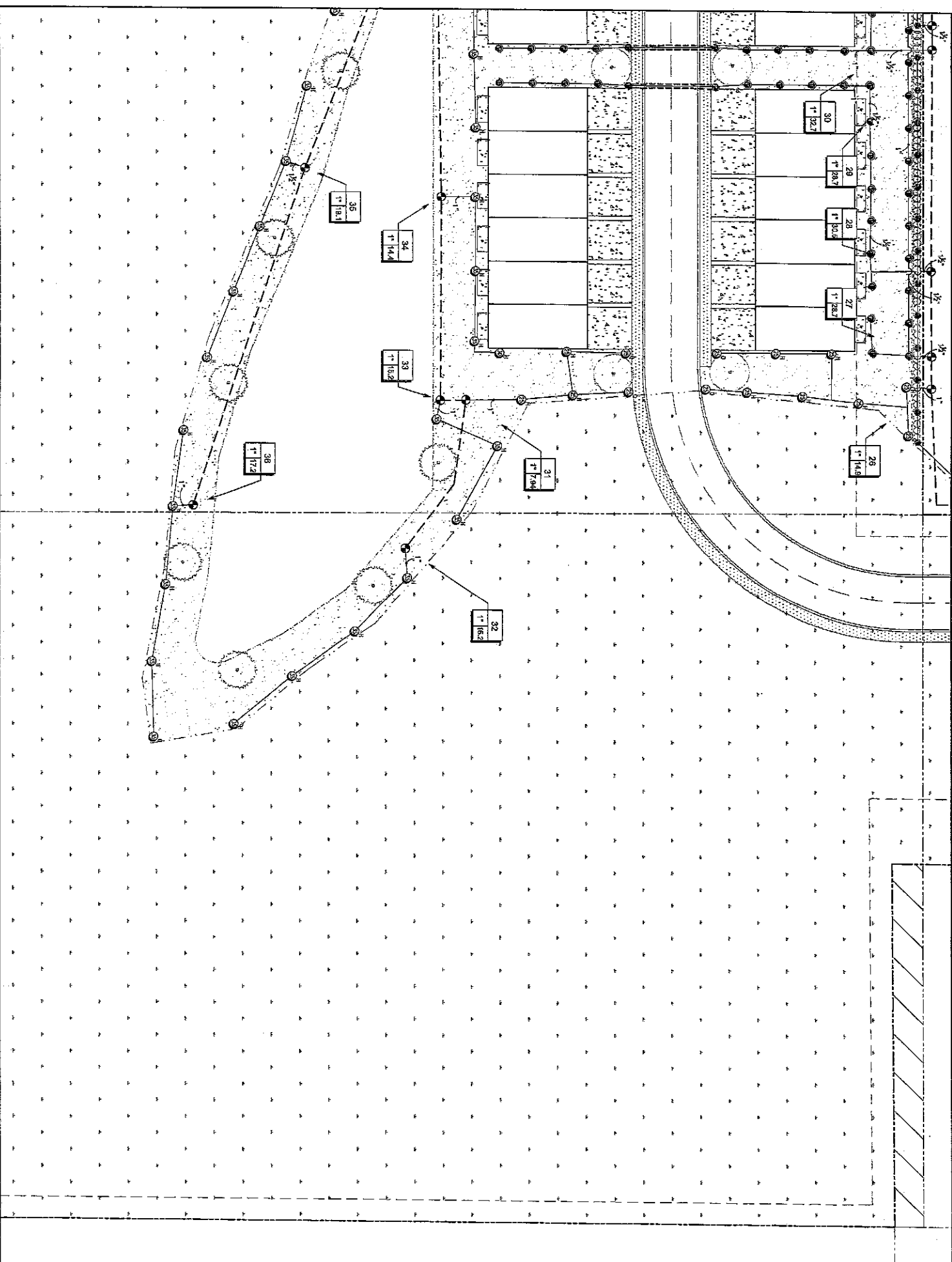
XL
Name
DM
Title
Project Manager
Firm
W&S Design, Inc.
02/08/22
02/08/22
518

Registration
State of Alabama
Professional Seal
518

LANDSCAPE
IRRIGATION PLAN
ENLARGEMENT

L1202

Sheet No.



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 Landscape Architects
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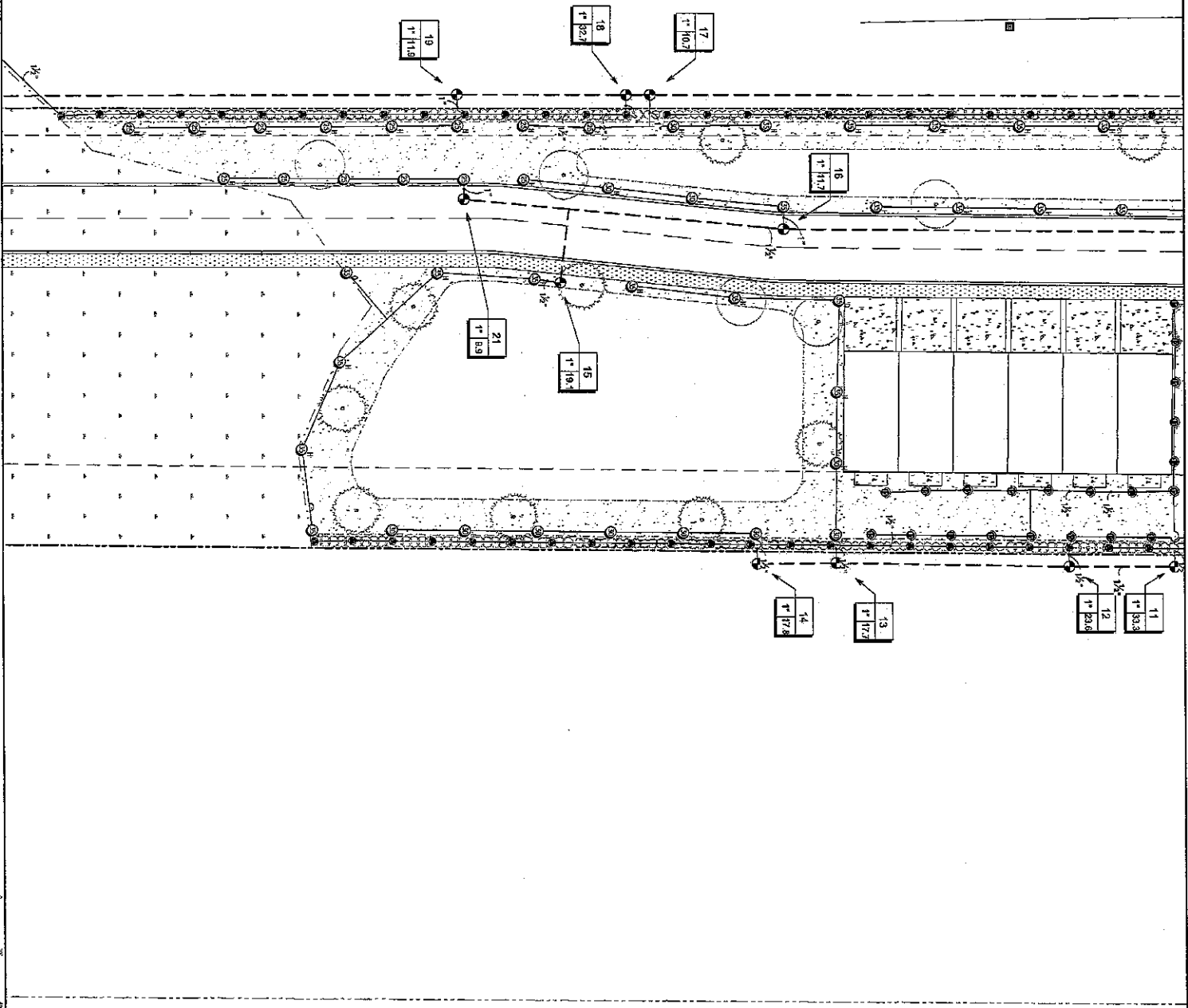
A Landscape Development Plan for
 Lost Bay Townhomes
 Orange Beach, Alabama

Revision / Submittal No. Date 01/22/22 PRELIM SUBMITTAL 02/14/22 PRELIM RESUBMITTAL	
Designer Title Date 09/30/22	
Project No. 222052-017	
Project Name LOST BAY TOWNHOMES	
Project Address 10000 Highway 90, Suite 100, Jacksonville, FL 32216	
Project Phone 904.444.4444	
Project Email info@wsdesign.com	

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A Landscape Development Plan for

Lost Bay Townhomes

Orange Beach, Alabama

Project: _____

Date: 09.02.22

Revision / Submittal: PERMIT SUBMITTAL

Date: 09.26.22

Project: 222022-017

Project No: 09.26.22

Scale: 1" = 20'

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Project: _____

Date: _____

Revision / Submittal: _____

Date: _____

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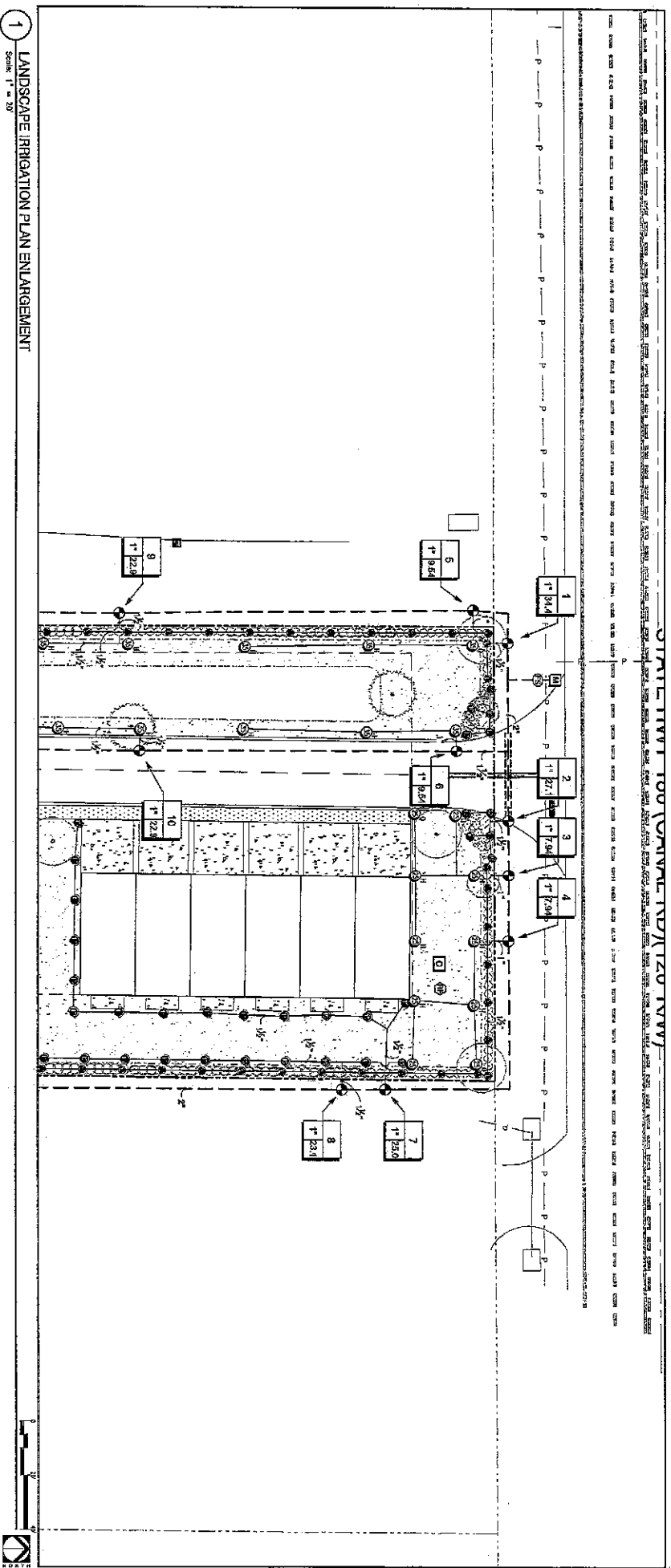
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LANDSCAPE

IRRIGATION PLAN

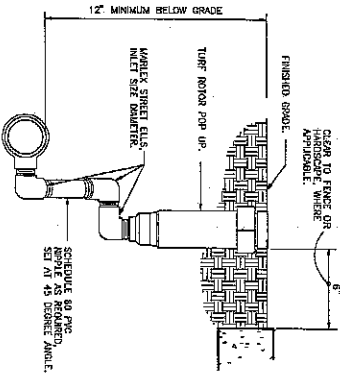
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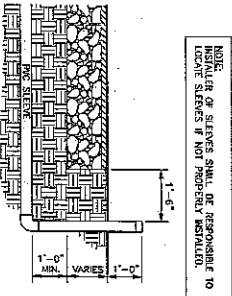


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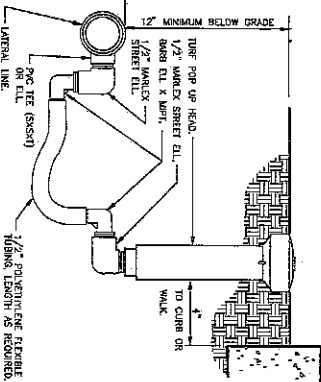
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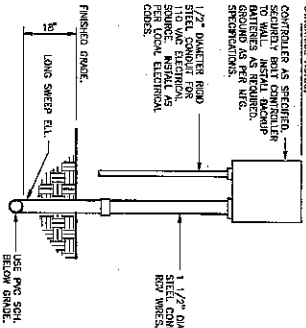
5 TURF ROTOR MARLEX ASSEMBLY 32 8403.16-01



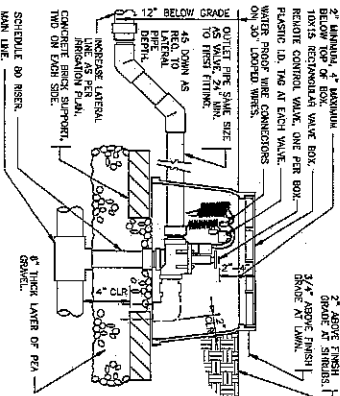
1 SLEEVING DETAIL, $1/2''$ = 1'-0"



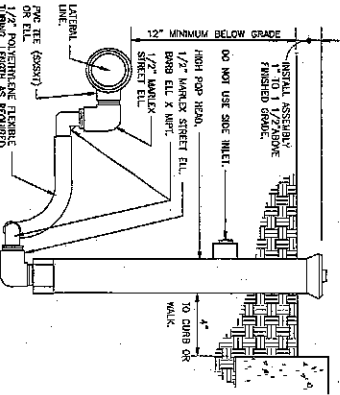
6 TURF SPRAY FLEX ASSEMBLY
3" = 1'-0"
32 B403.13-02



2 WALL MOUNT CONTROLLER
1" ea 1'-0" 32 4/109, 13-01



3 ELECTRIC REMOTE CONTROL VALVE
1 1/2" = 1'-0"

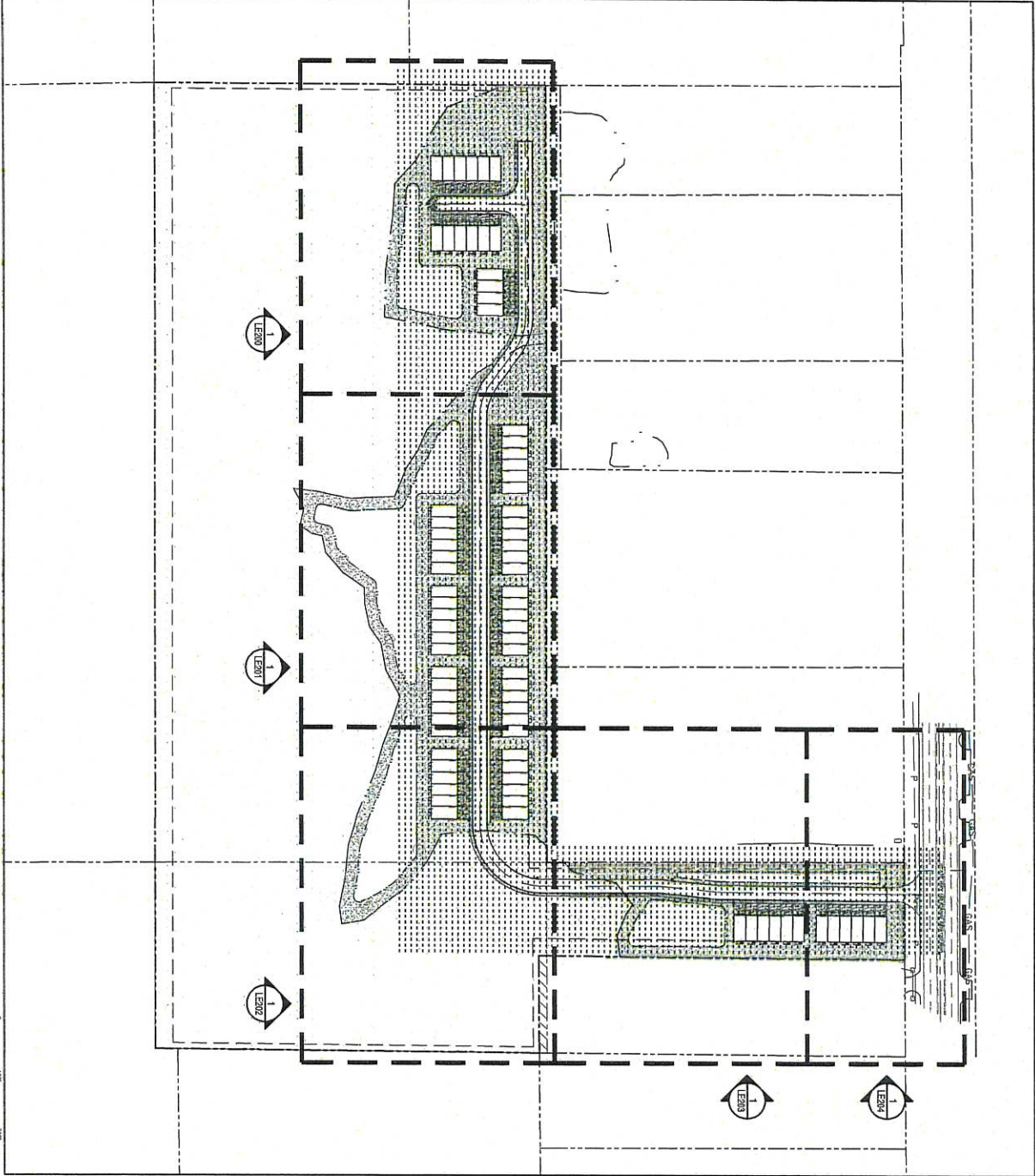


4 SHRUB SPRAY HIGHPOP W/ FLEX ASSEMBLY
3" x 12" 32 B403-29-01

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LUMINAIRE SCHEDULE					
CALLOUT	SYMBOL	LAMP	DESCRIPTION	BALLAST	MOUNTING
POLE	(1)	LSO-M-13-10L-3K-UNV-7D-BK-CLS		ELECTRONIC	Model
			120V IP 2W		Quantity
			16		Height
			15'-0"		



1 SITE LIGHTING PLAN
Scale: 1" = 100'

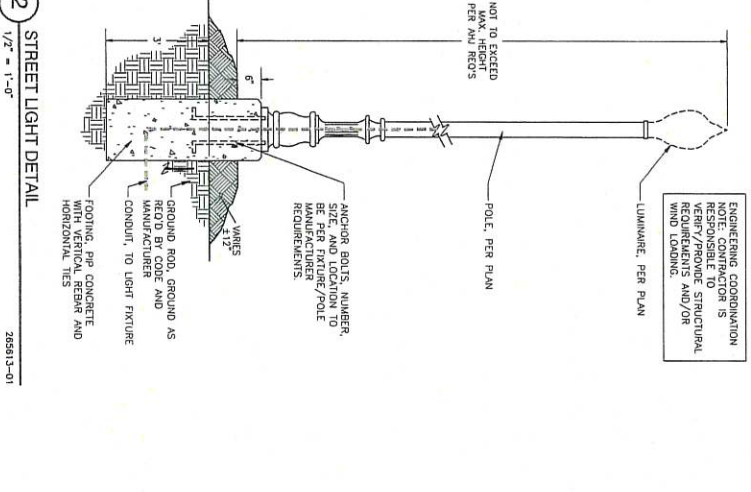


LUSO ARRAY M-PT LED Specifications

Project Name: _____
Drawing Number: _____
Date: _____
The Lusso Array is a high-quality, high-bay LED light fixture designed for industrial and commercial applications. It features a robust, die-cast aluminum housing and is available in multiple mounting options. The fixture is designed to provide high-quality, high-bay LED lighting for industrial and commercial applications. It features a robust, die-cast aluminum housing and is available in multiple mounting options. The fixture is designed to provide high-quality, high-bay LED lighting for industrial and commercial applications. It features a robust, die-cast aluminum housing and is available in multiple mounting options.

MODEL	OPTICS	LUMENS	KELVIN	VOLTAGE	MOUNTING	FINISH	OPTIONS
LSO-M	T3	10L	3K	UNV	PTD	BK	CLS
LSO-M	T3	10L	3K	UNV	PTD	BK	CLS
LSO-M	T3	10L	3K	UNV	PTD	BK	CLS
LSO-M	T3	10L	3K	UNV	PTD	BK	CLS
LSO-M	T3	10L	3K	UNV	PTD	BK	CLS
LSO-M	T3	10L	3K	UNV	PTD	BK	CLS
LSO-M	T3	10L	3K	UNV	PTD	BK	CLS
LSO-M	T3	10L	3K	UNV	PTD	BK	CLS
LSO-M	T3	10L	3K	UNV	PTD	BK	CLS
LSO-M	T3	10L	3K	UNV	PTD	BK	CLS

VISIONAIRE LIGHTING
REV. 0
CFL/08/12/21



2 STREET LIGHT DETAIL
1/2" = 1'-0"

landscape architecture
land planning
interior architecture
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A Landscape Development Plan for
Lost Bay Townhomes
Orange Beach, Alabama

Project No. 2200
Date 06/21/22
Site No. 518
Project Name LE200
Project Address 2200
Project City 518
Project State AL
Project Zip 36561
Project Client 518
Project Designer 518
Project Engineer 518
Project Architect 518
Project Landscape Architect 518
Project Surveyor 518
Project Surveyor License No. 518
Project Surveyor State AL
Project Surveyor City 518
Project Surveyor State AL
Project Surveyor Zip 36561
Project Surveyor Client 518
Project Surveyor Designer 518
Project Surveyor Engineer 518
Project Surveyor Architect 518
Project Surveyor Landscape Architect 518
Project Surveyor Surveyor License No. 518
Project Surveyor Surveyor State AL
Project Surveyor Surveyor City 518
Project Surveyor Surveyor State AL
Project Surveyor Surveyor Zip 36561
Project Surveyor Surveyor Client 518
Project Surveyor Surveyor Designer 518
Project Surveyor Surveyor Engineer 518
Project Surveyor Surveyor Architect 518
Project Surveyor Surveyor Landscape Architect 518

SITE LIGHTING PLAN
ENLARGEMENT

LE200

1 SITE LIGHTING PLAN ENLARGEMENT

Scale: 1" = 20'

NOT
FOR CONSTRUCTION
THESE PLANS HAVE NOT BEEN
APPROVED AND SHOULD NOT BE
SUBJECT TO CHANGE

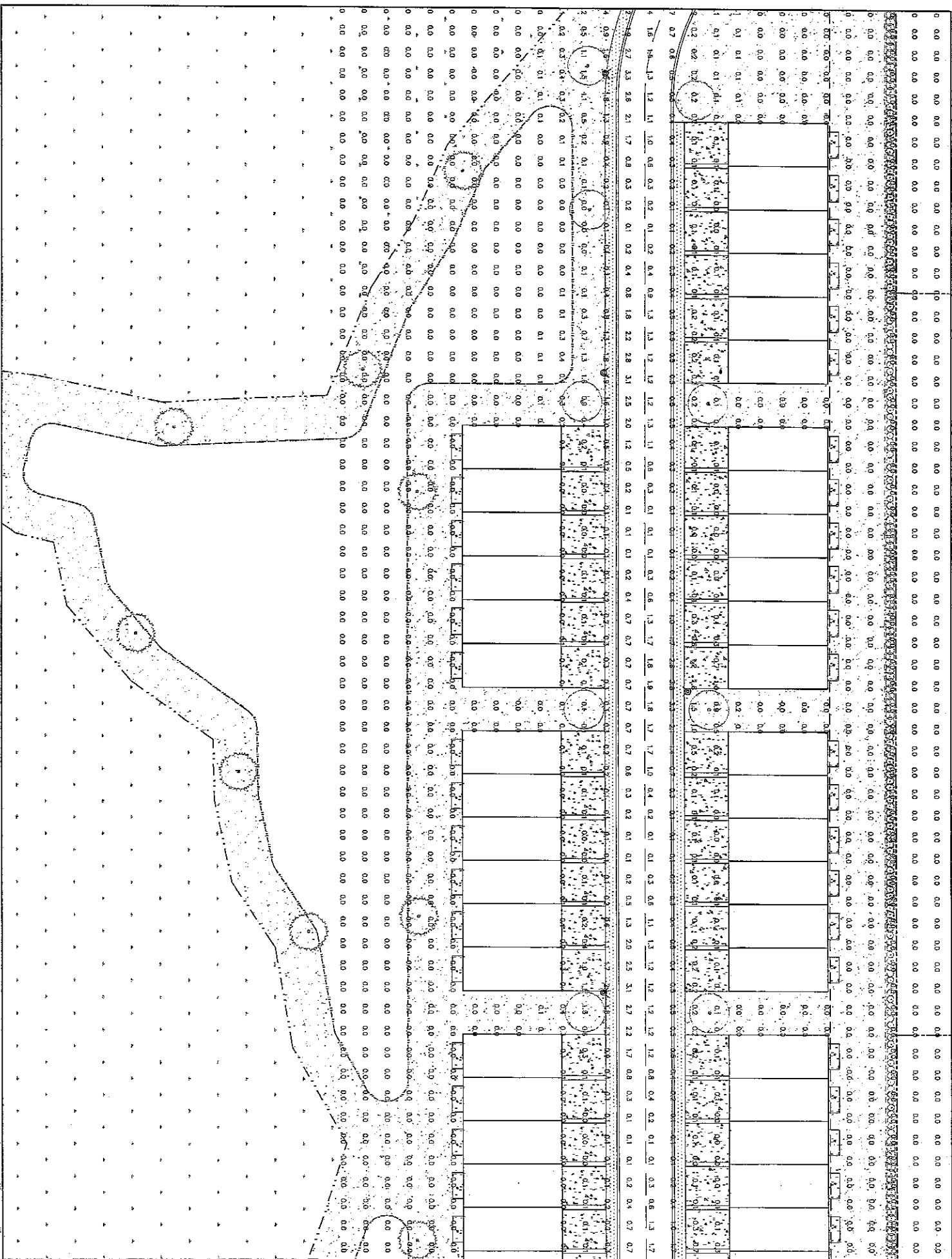
A Landscape Development Plan for
Lost Bay Townhomes
Orange Beach, Alabama

Revisions	
No.	Date
01	08/02/22
02	08/02/22
03	08/02/22
04	08/02/22
05	08/02/22
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100	08/02/22

STATE OF ALABAMA
COUNTY OF ORANGE
REGISTERED LANDSCAPE ARCHITECT
518
2/20/22-017
08/02/22

SITE LIGHTING PLAN
ENLARGEMENT

Sheet No. **LE201**



WGS
DESIGN
landscape architects wgsdesign.com

WGS Design, Inc.
15000 Highway 90
P.O. Box 1000
Pensacola, Florida 32502
Phone: 904.433.1111
Fax: 904.433.1112
Email: info@wgsdesign.com

NOT
FOR CONSTRUCTION
THESE PLANS HAVE NOT BEEN
APPROVED FOR CONSTRUCTION
BY CHAIRMAN SUBJECT

A Landscape Development Plan for
Lost Bay Townhomes
Orange Beach, Alabama

Address: _____
City: _____
State: _____
Zip: _____
Project Name: _____
Project Number: _____
Project Date: _____

BL
Name: _____
Title: _____
Firm: _____
Address: _____
City: _____
State: _____
Zip: _____
Phone: _____
Fax: _____
Email: _____

22062-017
Project No.
09/30/22

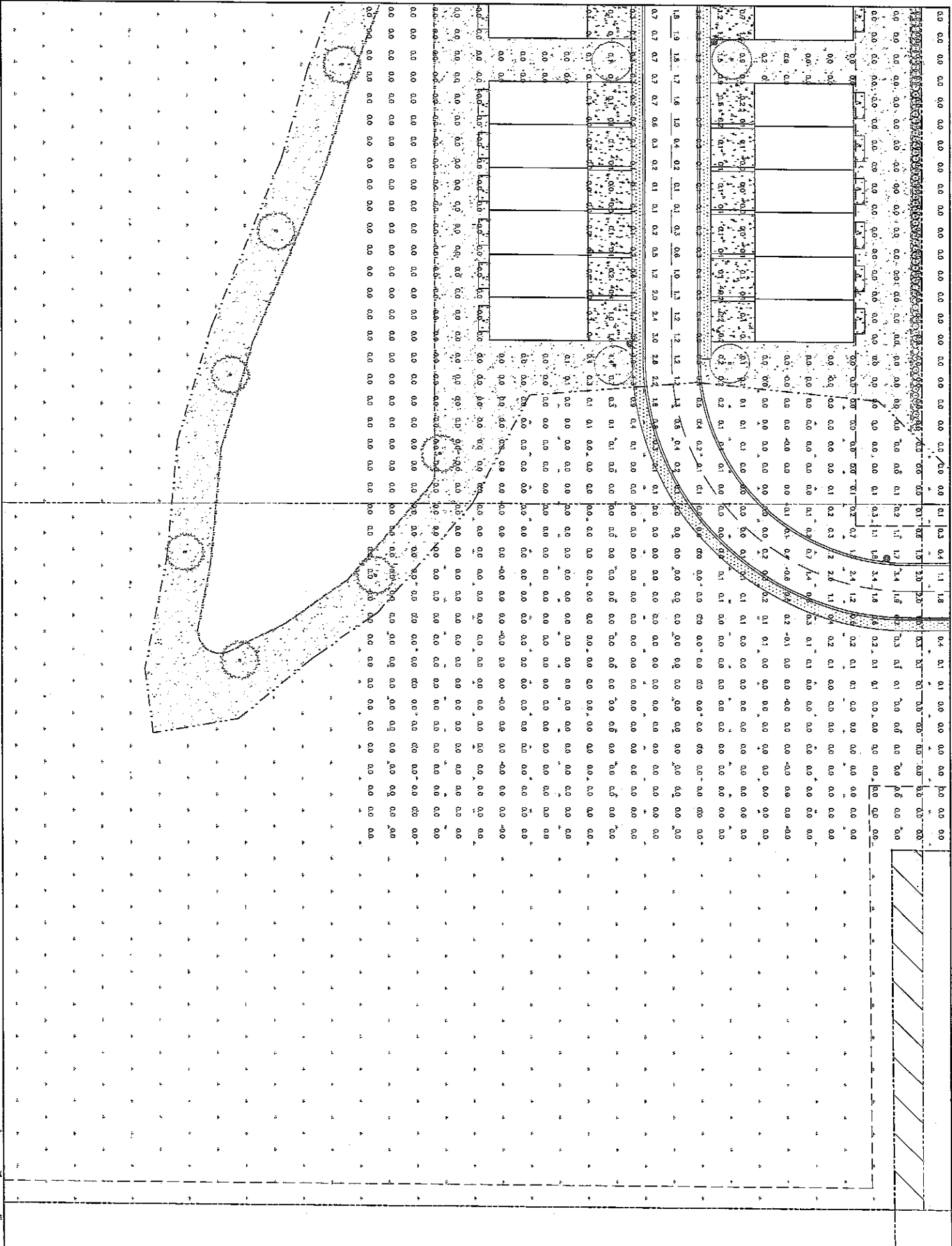
518
Project No.

SEAL
Professional Seal
Landscape Architect
State of Alabama
No. 518
Date: 09/30/22

SITE LIGHTING PLAN
ENLARGEMENT

LE202

1 **SITE LIGHTING PLAN ENLARGEMENT**
Scale: 1" = 20'



A Landscape Development Plan for
Lost Bay Townhomes
Orange Beach, Alabama

[illegible]

BH _____
 Design _____
 DW _____
 Project Manager _____
 Favored _____
 2220597-017
 Project No. _____
 Date 08/30/22

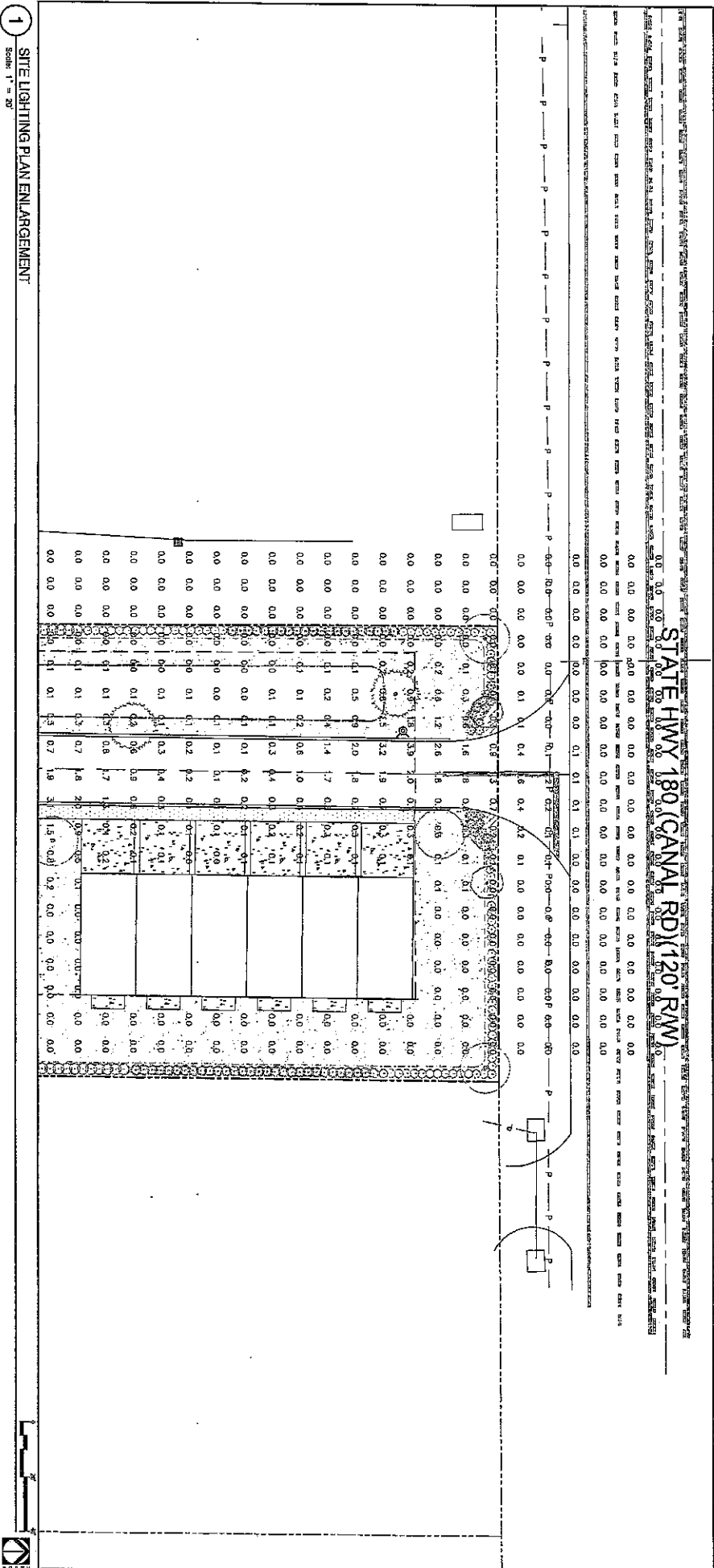
Registration
 STATE OF ALABAMA
 LESSIE
 DAVIS
 ARCHITECT
 518
 15082

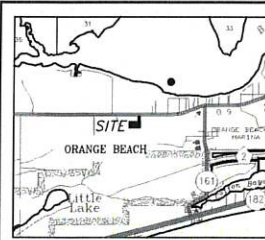
SITE LIGHTING PLAN ENLARGEMENT

LE203

[illegible]

LE204





PROPERTY IS LOCATED IN THE SE QUARTER OF SECTION 8,
TOWNSHIP 9 SOUTH, RANGE 5 EAST, BALDWIN COUNTY, ALABAMA.

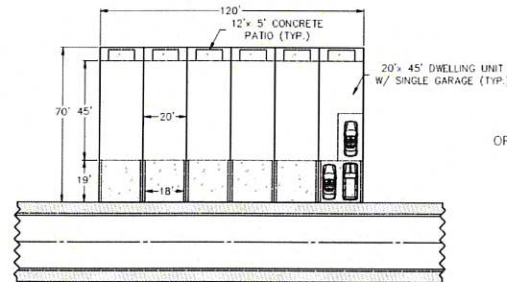
GENERAL NOTES:

- COVENANTS AND RESTRICTIONS WILL PROVIDE FOR THE MANAGEMENT OF THE COMMON AREAS WITHIN THIS DEVELOPMENT.
- ALL UTILITIES WILL BE CONSTRUCTED UNDERGROUND. FOR LOCATIONS SEE CONSTRUCTION PLANS.
- THE 36 PRIVATE RIGHT-OF-WAY SHOWN HEREON AS LOST BAY DRIVE AND BLUE WATER DRIVE SHALL SERVE AS INGRESS/EGRESS FOR LOTS 1-82 AND AS A UTILITY EASEMENT.
- ALL NEW PRINCIPAL STRUCTURES SHALL HAVE A MINIMUM FINISH FLOOR ELEVATION (F.F.E.) OF 12 INCHES ABOVE THE CENTERLINE OF THE NEAREST PAVED OR PUBLIC STREET OR COMPLY WITH THE MINIMUM F.F.E. AS REQUIRED BY THE CITY OF ORANGE BEACH FLOOD PLAN PREVENTION ORDINANCE, WHICHEVER IS GREATER.
- NO ON-STREET PARKING IS ALLOWED WITHIN THIS DEVELOPMENT.

VICINITY MAP
1" = 1 MILE



GRAPHIC SCALE
1" = 80 FT



TYPICAL LOT WITH BUILDING
(N.T.S.)

SITE DATA

CURRENT ZONING	GB
PROPOSED ZONING	PUD
TOTAL AREA	27.82 AC
TOTAL UNITS	82 UNITS
DENSITY	2.95 UNITS/AC
MAX. HEIGHT	30 FT
IMPERVIOUS AREA	4.08 AC (14.7%) TOTAL
	1.63 AC (5.86%) ROADWAY/SIDEWALK
	2.45 AC (8.81%) BUILDINGS/DRIVEWAYS
COMMON AREA	25.2 AC (INCLUDES PRIVATE ROW)
PARKING REQ'D	2 SPACES PER DWELLING UP TO THREE BEDROOMS, 1 ADDITIONAL SPACE PER FIVE UNITS = 181 SPACES
PARKING PROVIDED	2 SPACES + 1 GARAGE SPACE PER UNIT + 6 AMENITY SPACES = 252 SPACES TOTAL
LOT WIDTHS	20 FT - ALL LOTS
LOT DEPTHS	70 FT - ALL LOTS
LOT AREA	1,400 SF - ALL LOTS
TOTAL LOT AREA	114,800 SF
MAX. BLDG. COVERAGE	5,400 SF (6) & 3,600 SF (4)
WETLANDS	18.00 AC
WETLANDS FILLED	0.49 AC
OPEN SPACE	23.44 AC (84.3%)
OPEN SPACE (LESS PONDS)	21.70 AC (78.0%)

UTILITY PROVIDERS

WATER SERVICE	ORANGE BEACH WATER AUTHORITY
SEWER SERVICE	CITY OF ORANGE BEACH
ELECTRIC SERVICE	BALDWIN EMC

REQUIRED PERIMETER SETBACKS

FRONT	30 FEET
REAR	30 FEET
SIDE	10 FEET

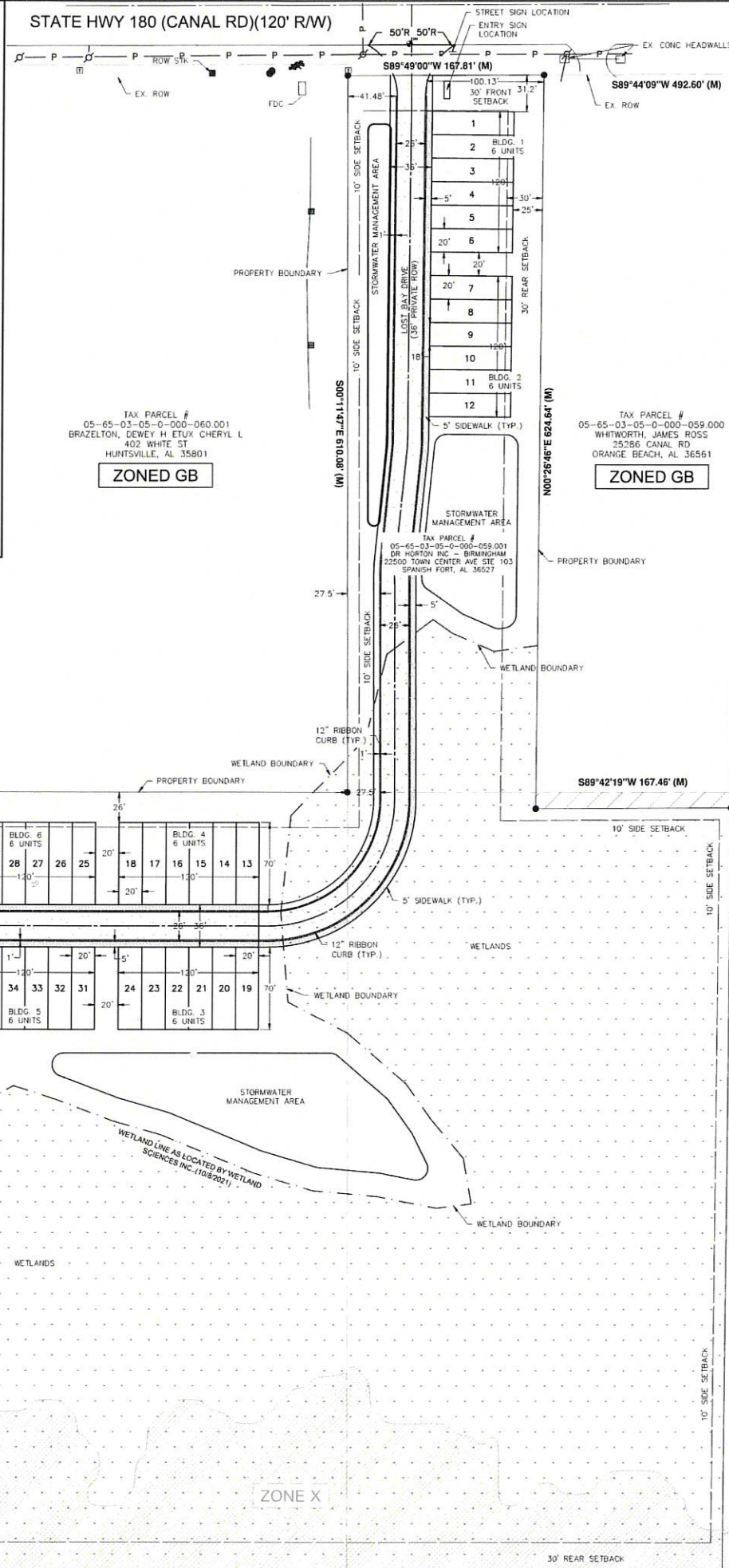
LOT DATA

TOTAL LOT SQUARE FOOTAGE	INDIVIDUAL LOT SQUARE FOOTAGE (ALL LOTS)	LOT SIZE (ALL LOTS)	LOT WIDTH (ALL LOTS)
109,200 SF	1,400 SF	20'x70'	20 FEET

BUILDING DATA

UNITS PER BUILDING	TOTAL # OF BUILDINGS	TOTAL # OF UNITS	UNIT AREA	UNIT LIVING AREA	GROSS BUILDING FOOTPRINT	GROSS LIVING AREA PER BLDG
6	13	78	1,759 SF	1,490 SF	5,400 SF	8,940 SF
4	1	4	1,759 SF	1,490 SF	3,600 SF	5,960 SF

STATE HWY 180 (CANAL RD)(120' R/W)



TAX PARCEL #
05-65-03-05-0-000-012.003
ONE LAFAYETTE SQUARE LLC
25010 CANAL RD
ORANGE BEACH, AL 36561
ZONED GB

TAX PARCEL #
05-65-03-05-0-000-061.013
BRETT/ROBINSON GULF CORPORATION
PO BOX 4009
GULF SHORES, AL 36547
ZONED GB

TAX PARCEL #
05-65-03-05-0-000-061.002
BRETT/ROBINSON GULF CORPORATION
PO BOX 4009
GULF SHORES, AL 36547
ZONED GB

TAX PARCEL #
05-65-03-05-0-000-061.001
MORGAN, JERRY HAROLD
24243 GULF BAY RD
ORANGE BEACH, AL 36561
ZONED GB

TAX PARCEL #
05-65-03-05-0-000-060.002
BRAZELTON, DEWEY H ETUX CHERYL L
402 WHITE ST
HUNTSVILLE, AL 35801
ZONED GB

TAX PARCEL #
05-65-03-05-0-000-059.000
WHITWORTH, JAMES ROSS
25286 CANAL RD
ORANGE BEACH, AL 36561
ZONED GB

TAX PARCEL #
05-65-03-05-0-000-058.000
ROMAR BEACH BAPTIST CHURCH
PO BOX 128
ORANGE BEACH, AL 36561
ZONED GB

TAX PARCEL #
05-65-03-05-0-000-064.121
BERREY, WILLIAM ETAL BROUSSARD, MICHAEL
PO BOX 608
ORANGE BEACH, AL 36561
ZONED RS-1

TAX PARCEL #
05-65-03-05-0-000-013.000
MCDOUFFE, ELIZABETH M
4235 MCDOUFFE LN
ORANGE BEACH, AL 36561
ZONED RS-1

TAX PARCEL #
05-65-03-05-0-000-062.000
DR HORTON, INC - BIRMINGHAM
22500 TOWN CENTER AVE STE 103
SPANISH FORT, AL 36527

TAX PARCEL #
05-65-03-05-0-000-014.000
FIRST BAPTIST CHURCH
OF BAY MINETTE
1201 HAND AVE
BAY MINETTE, AL 36507

TAX PARCEL #
05-65-03-05-0-000-064.114
FIRST BAPTIST CHURCH OF BAY MINETTE
PO BOX 1628
BAY MINETTE, AL 36507

TAX PARCEL #
05-65-03-05-0-000-063.000
REGAL OAKS INC
PO BOX 5
DEER PARK, AL 36529

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DEC 26 2024

ORANGE BEACH COMMUNITY DEV

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0103-PUD-25

LOST BAY
A PLANNED UNIT DEVELOPMENT

D.R. HORTON
America's Builder

MASTER PLAN
DECEMBER 2024



DHI Engineering, LLC
2200 TOWN CENTER AVE SUITE 103
SPANISH FORT, AL 36527



Lost Bay PUD 0103-PUD-25 Aerial



0 125 250 500 Feet

January 2025



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STATEMENT OF OBJECTIVES – LOST BAY PUD

Lost Bay, a Planned Unit Development (PUD), is a proposed 82-unit townhome development. It is located on the south side of Canal Road. The total site is 27.82 acres with 18.00 acres being wetlands. The site is presently zoned GB and is proposed as a Planned Unit Development. The adjacent properties to the east and west are zoned as GB and RS-1. The property to the south is zoned MHS.

The purpose for requesting a rezoning of the property to PUD is to allow for development to occur that is compatible with the surrounding uses but incorporates non-standard lot sizes to cluster development, increase open space, and allow for the preservation of environmentally sensitive areas on the site.

Of the design standards for PUDs as defined in the Zoning Ordinance, we feel this proposed development meets the following:

- Townhomes as separate lots offers individual ownership opportunity.
- All areas outside of the buildings and rear patios will be held as common areas under a single ownership of a property owner's association. All landscaping will be uniform throughout the development and maintained accordingly. There will be minimal disruption to existing natural features of the site.
- The proposed development provides a transition from the existing GB to the east and west and to the existing MHS to the south. There is also an existing PUD consisting of the same product in the vicinity to the west.
- The proposed development offers a superior development to which is more desirable than what could occur through strict application of the zoning code. Under the existing GB zone, based on a two-story building, as proposed in this development, the allowed density would be 157 units at 16 units per acre based on usable upland acreage.

Lost Bay Townhomes was previously approved by the Planning Commission as a site plan. The developer has constructed all the infrastructure (roadways, drainage, and utilities) and has begun construction on the buildings. With the approval of the PUD by the Planning Commission and City Council the developer will follow the procedures for final platting the subdivision and will offer each unit for individual ownership.

The maximum number of units per building will be six units. There are thirteen buildings with six units per building and one building with four units per building. These are two-story, three-bedroom units, with a one car garage and two parking spaces in front of each unit. The proposed buildings will have Hardie-plank siding with a mix of neutral and coastal colors. The roadway within this development will be private and will be maintained by the development's property owner's association. The roadway has been paved and constructed in accordance with city standards.

This property lies in the Northwest Orange Beach Neighborhood District according to the City's Community Preservation and Growth Management Plan. This district encourages and promotes commercial and mixed residential developments. This PUD Plan complies with the goals for this area. The townhome type development accomplishes the desired mixture of housing types. The site is also near to existing businesses and general business zoning that helps maintain balance between the residential and commercial components in this area.

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O.B. COMMUNITY C.M.

DEVELOPMENT COMMITMENTS & BENEFITS – LOST BAY PUD

Lost Bay, a Planned Unit Development (PUD), is a proposed 82-unit townhome development. It is located on the south side of Canal Road. The total site is 27.82 acres with 18.00 acres being wetlands. The site is presently zoned GB and is proposed as a Planned Unit Development. The adjacent properties to the east and west are zoned as GB and RS-1. The property to the south is zoned MHS.

Lost Bay Townhomes was previously approved by the Planning Commission as a site plan. The developer has constructed all the infrastructure (roadways, drainage, and utilities) and has begun construction on the buildings. With the approval of the PUD by the Planning Commission and City Council the developer will follow the procedures for final platting the subdivision.

The PUD will provide fee simple lots with clear ownership boundaries that will offer significant advantages for homeowners. Individual lots will foster investment into the Orange Beach community where each homeowner will have the ability to own their lot and dwelling outright, granting greater autonomy in property decisions, including the freedom to make improvements and modifications to their properties. Shared liabilities for the maintenance of common areas will be managed by a homeowners association.



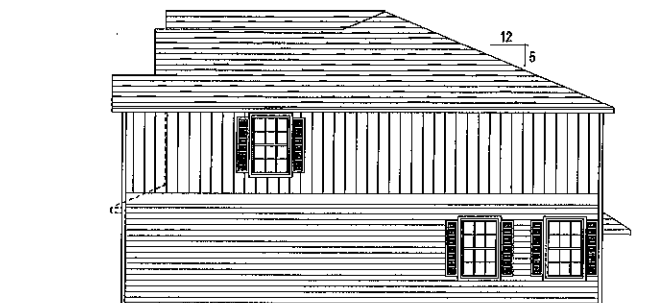
FRONT ELEVATION

1/4" = 1'-0"



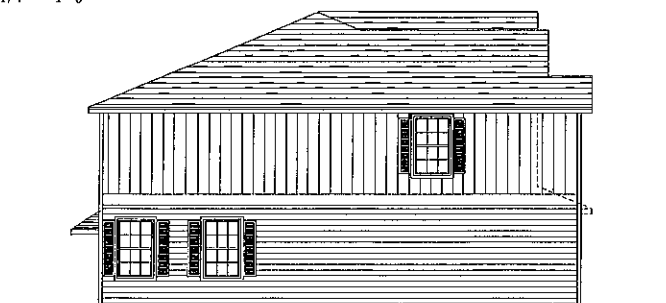
REAR ELEVATION

1/4" = 1'-0"



RIGHT SIDE ELEVATION

1/8" = 1'-0"



LEFT SIDE ELEVATION

1/8" = 1'-0"

**6 Plex
EXAMPLE ELEVATIONS**

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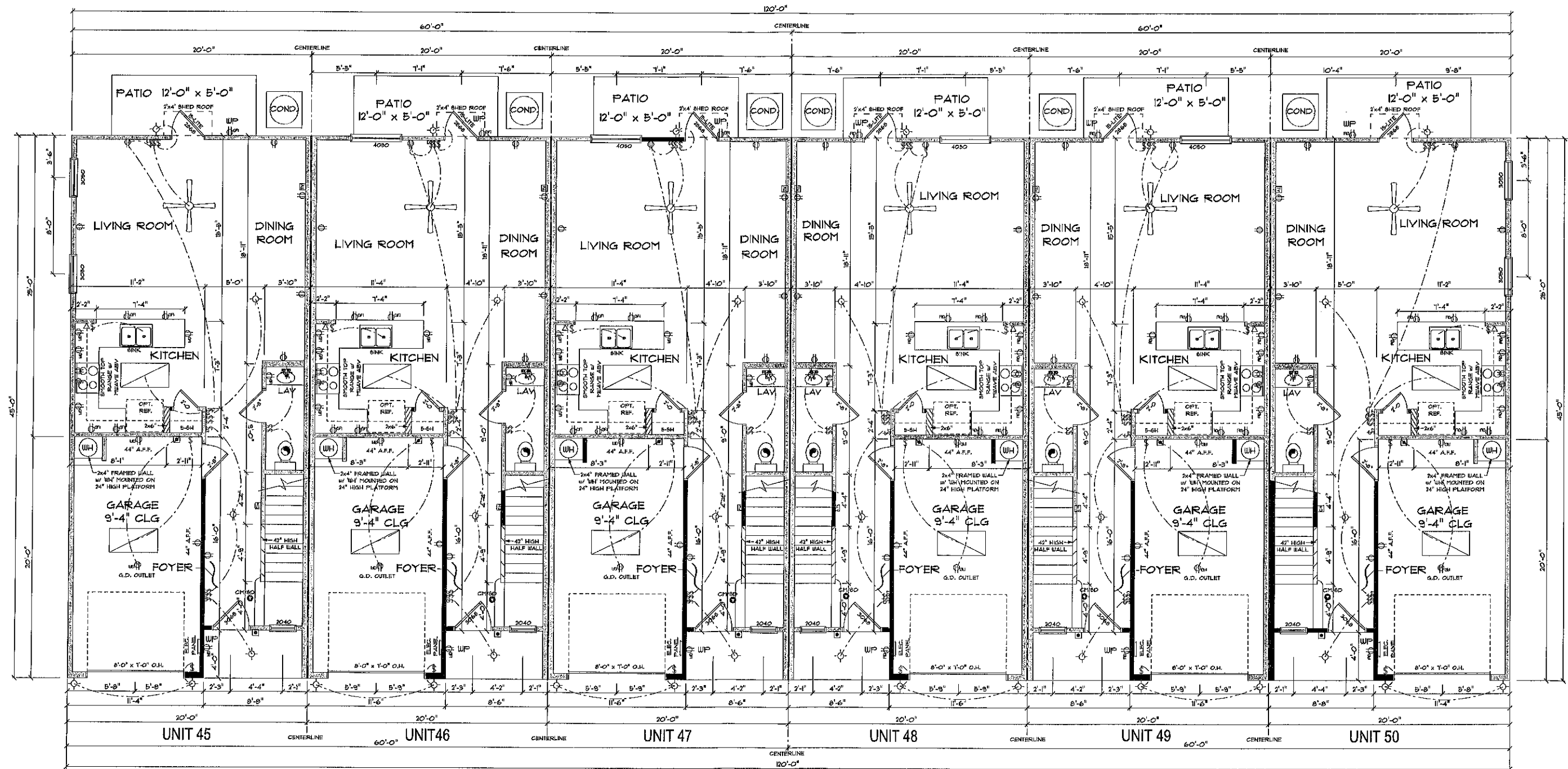
98-02-02

1007-SP-22 File Copy O.B. COMMUNITY DEV.

D-R-HORTON
America's Builder
LOST BAY TOWNHOMES
Orange Beach, AL

Date:
Scale: As Noted
REVISIONS:

A1.0

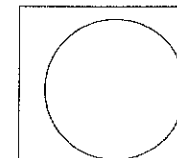


SQUARE FEET SCHEDULE PER INDIVIDUAL UNIT	
1st FLOOR LIVING AREA	640
2nd FLOOR LIVING AREA	864
FRONT PORCH	31
GARAGE	224
-	-
TOTAL UNDER ROOF	1759

SQUARE FEET SCHEDULE PER BUILDING (6 UNITS)	
1st FLOOR LIVING AREA	3840
2nd FLOOR LIVING AREA	5184
FRONT PORCH	186
GARAGE	1344
-	-
TOTAL UNDER ROOF	10554

6 Plex
EXAMPLE FLOOR PLANS

1st FLOOR PLAN
1/4" = 1'-0"

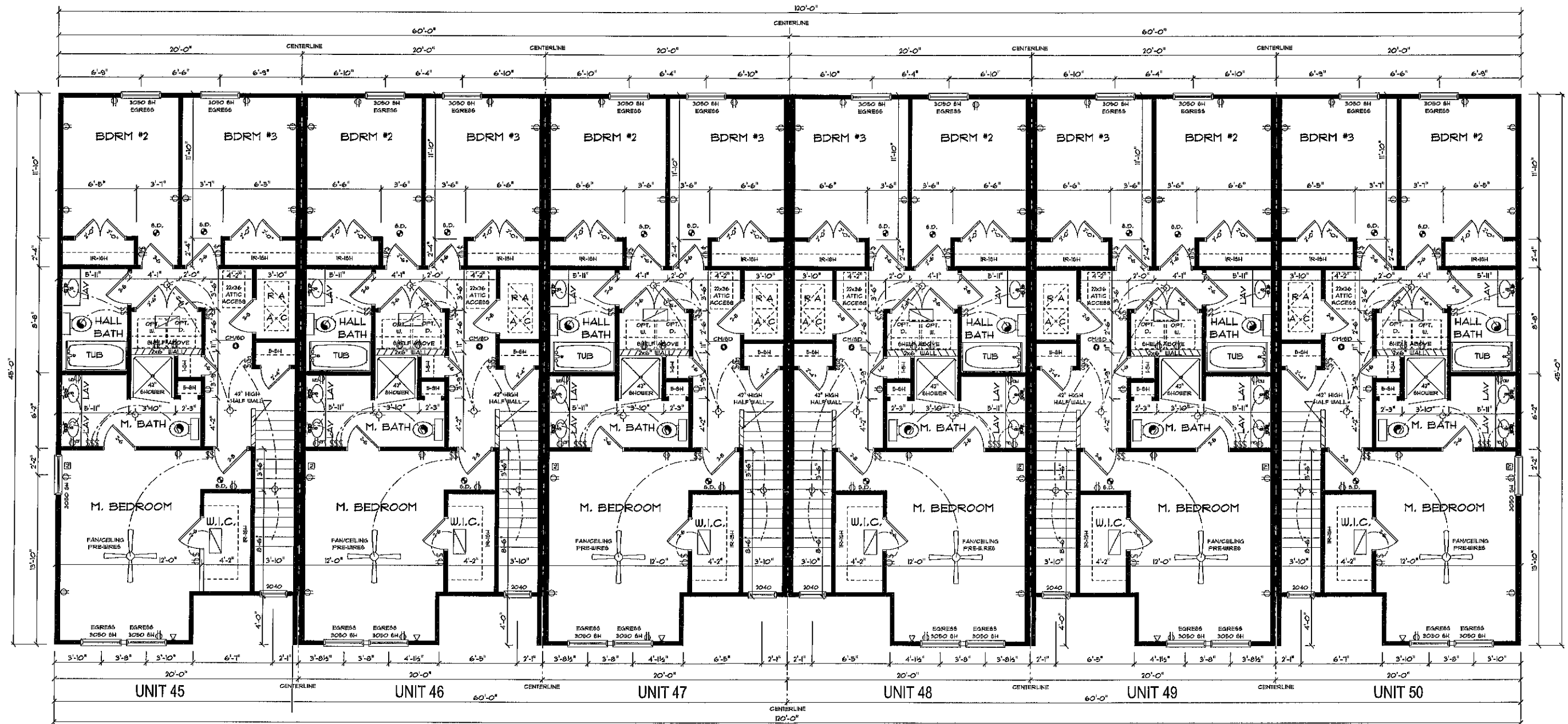


D-R HORTON
America's Builder
LOST BAY TOWNHOMES
Orange Beach, AL

Date:
Scale: As Noted
REVISIONS:

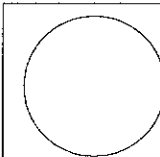
A1.1

1st FL ARCH. PLAN



2nd FLOOR PLAN
1/4" = 1'-0"

6 Plex
EXAMPLE FLOOR PLANS



D.R. HORTON
America's Builder
LOST BAY TOWNHOMES
Orange Beach, AL

Date:
Scale: As Noted
REVISIONS:

A1.2

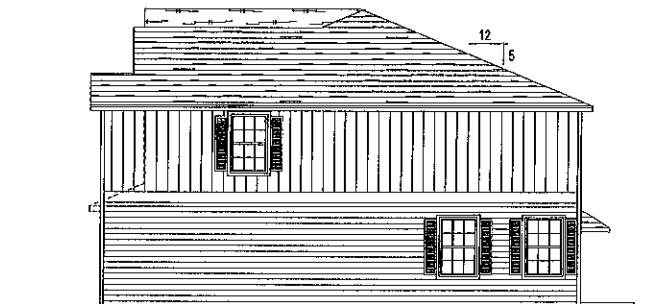
2nd FL. ARCH. PLAN



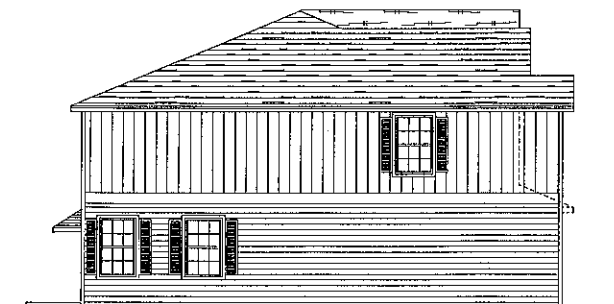
FRONT ELEVATION
1/4" = 1'-0"



REAR ELEVATION
1/4" = 1'-0"

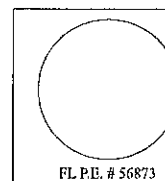


RIGHT SIDE ELEVATION
1/8" = 1'-0"



LEFT SIDE ELEVATION
1/8" = 1'-0"

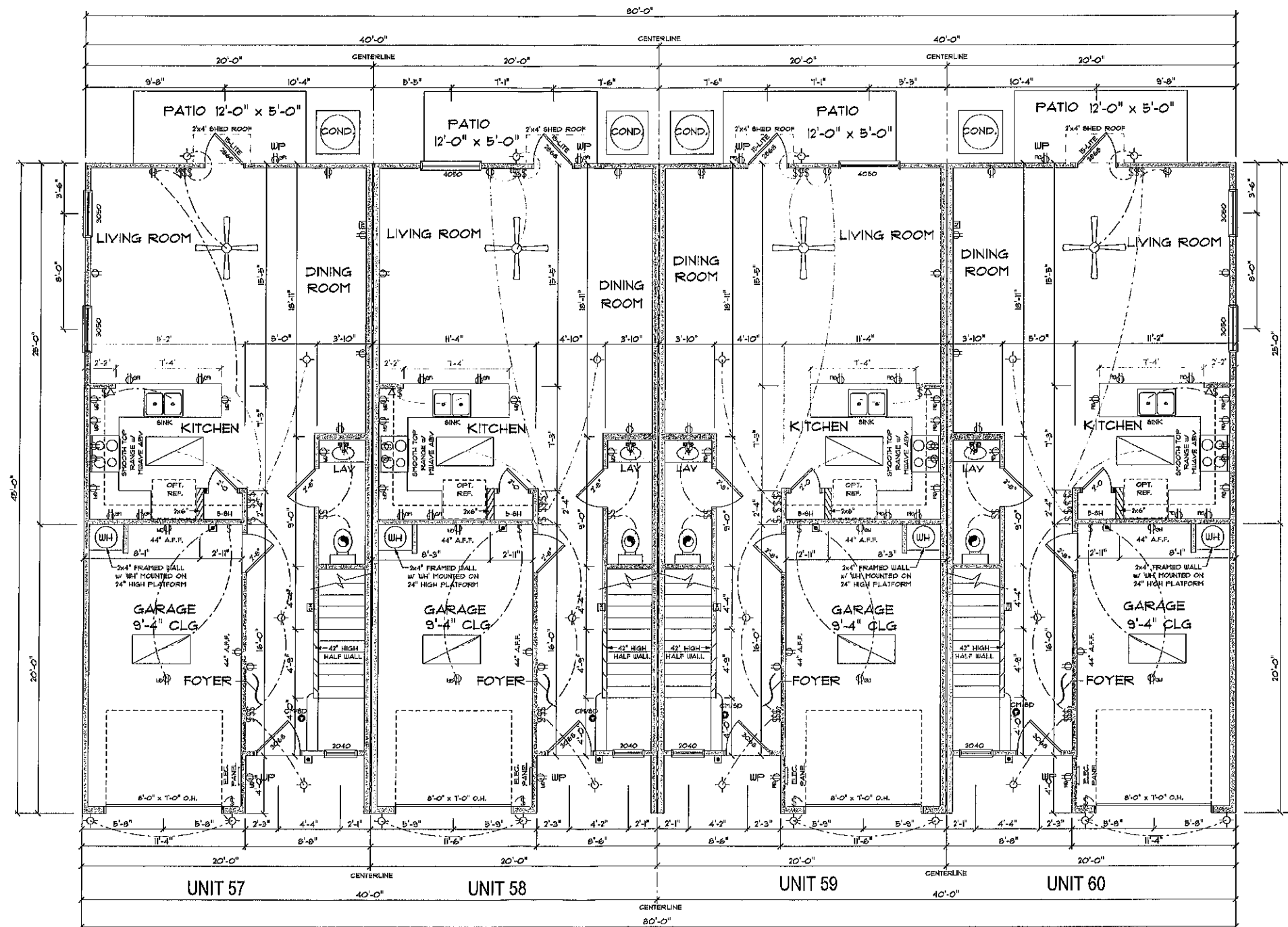
4 Plex
EXAMPLE ELEVATIONS



D.R. HORTON
America's Builder
LOST BAY TOWNHOMES
Orange Beach, AL

Date:	
Scale: As Noted	
REVISIONS:	

A1.0



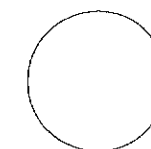
1st FLOOR PLAN
1/4" = 1'-0"

SQUARE FEET SCHEDULE PER INDIVIDUAL UNIT	
1st FLOOR LIVING AREA	640
2nd FLOOR LIVING AREA	864
FRONT PORCH	31
GARAGE	224
-	-
TOTAL UNDER ROOF	1759

SQUARE FEET SCHEDULE PER BUILDING (4 UNITS)	
1st FLOOR LIVING AREA	2560
2nd FLOOR LIVING AREA	3456
FRONT PORCH	124
GARAGE	896
-	-
TOTAL UNDER ROOF	7036

4 Plex

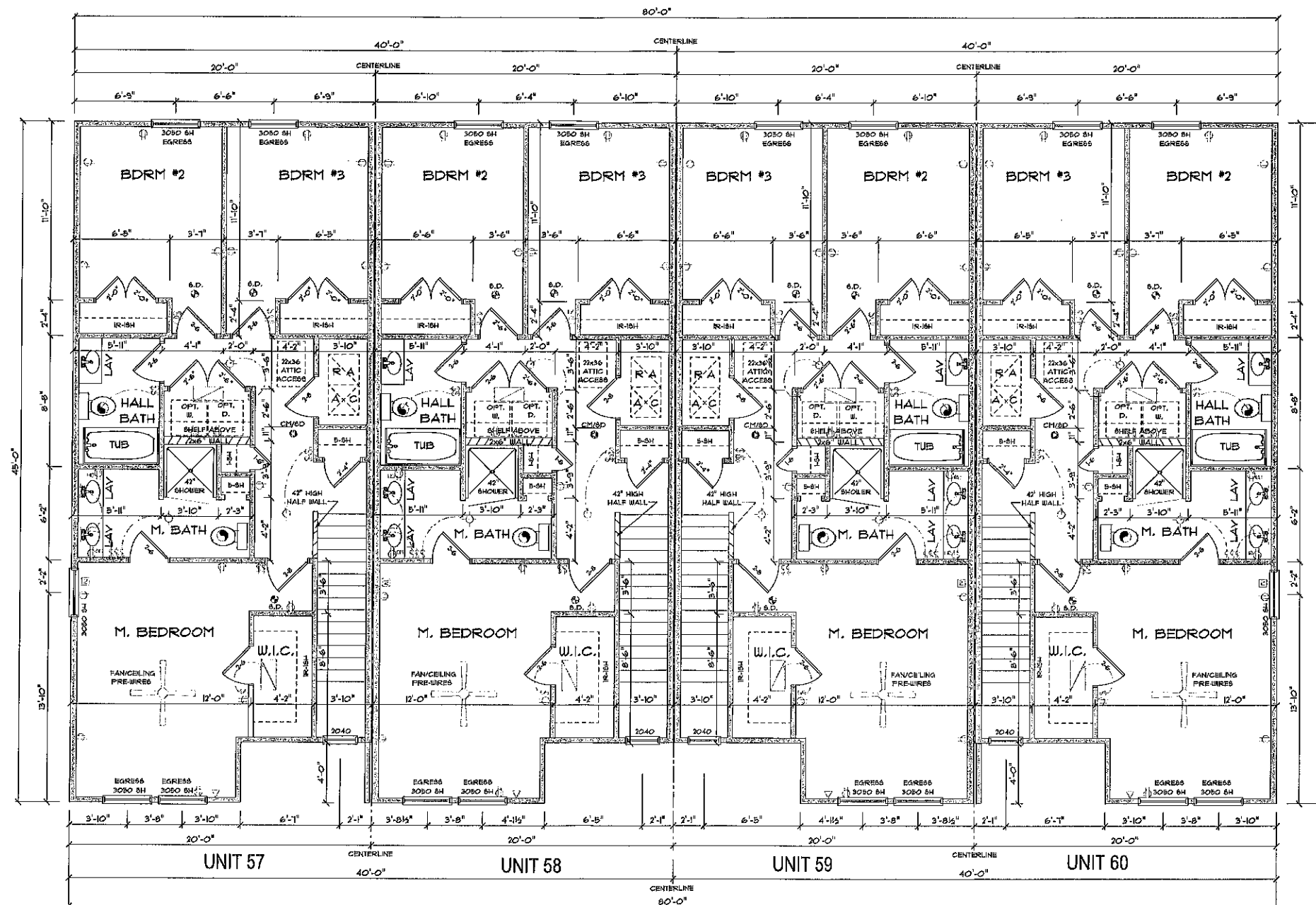
EXAMPLE FLOOR PLANS



D-R HORTON
America's Builder
LOST BAY TOWNHOMES
Orange Beach, AL

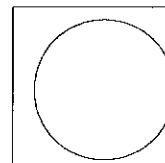
Date:	
Scale: As Noted	
REVISIONS:	

A1.1
1st FL ARCH PLAN



2nd FLOOR PLAN
1/4" = 1'-0"

4 Plex
EXAMPLE FLOOR PLANS



D.R. HORTON
America's Builder
LOST BAY TOWNHOMES
Orange Beach, AL

Date:	
Scale: As Noted	
REVISIONS:	

A1.2
2nd FL. ARCH. PLAN



City of Orange Beach

COMMUNITY DEVELOPMENT DEPARTMENT

P.O. Box 2432

Orange Beach, AL 36561

251.981.2610 Fax 251.981.3725

<http://www.cityoforangebeach.com>

DEVELOPMENT PERMIT APPLICATION

To be completed by Community Development Department Staff

APPLICATION DATA

Application #: 0103-PUD-25

Total Fees Paid: 71500.00

Check Number: 1935195

TYPE OF APPLICATION

- ☐ Administrative Site Plan Review
- ☐ Site Plan Review
- ☐ Preliminary/Final Minor Subdivision Approval
- ☐ Preliminary Major Subdivision Approval
- ☐ Final Major Subdivision Approval
- ☐ Rezoning
- ☒ Preliminary PUD Approval
- ☐ Final PUD Approval
- ☐ PUD Modification
- ☐ Temporary Portable Building

NAME OF PROJECT:

Lost Bay PUD

PROJECT DESCRIPTION: (Provide Brief Description of Proposed Development, Subdivision, Rezoning, Portable Building, or Special Event; To include lot sizes, square footage of building coverage, number of lots, proposed land uses, number of units, number of buildings, a project narrative, etc.; if more space is needed attach a separate page)

Rezone from GB to PUD FOR A TOWNHOUSE SUBDIVISION CONTAINING
32 TOWNHOUSE LOTS.

PROPERTY INFORMATION:

Address: 0 Canal Road/ 0 McDuffie Lane Tax Parcel #(s): 65-03-05-0-000-059.001/062.000

Orange Beach, AL

Existing Use: _____ Zoning: GB PPIN #(s) 58938/47431

APPLICANT INFORMATION:

Name: D R HORTON, INC. - BIRMINGHAM Contact Person: Judy Smith

Address: 22500 Town Center Avenue, Suite 103, Spanish Fort, AL 36527

Phone #: (850) 503-1249 Fax #: () Email: jksmith@drhorton.com

OWNER INFORMATION:

Name: D R HORTON, INC. - BIRMINGHAM Contact Person: Judy Smith

Address: 22500 Town Center Avenue, Suite 103, Spanish Fort, AL 36527

Phone #: (850) 503-1249 Fax #: () Email: jksmith@drhorton.com

Signature (Applicant): [Signature] Date: 11/19/24

DR Horton, Inc. - Birmingham

Signature (Owner): [Signature] Date: 11/19/24

By: Taylor Henseler

As Its Assistant Vice President

Notice of Public Hearing
January 13, 2025- 4:00 P.M.
Orange Beach Municipal Complex – Council Chambers
4099 Orange Beach Blvd.

Case No. 0103-PUD-25, Lost Bay PUD

DR Horton Inc. – Birmingham requests recommendation to the City Council for **Preliminary and Final PUD Approval** to rezone 27.8 acres from General Business (GB) to Planned Unit Development (PUD) for the purpose of converting a multi-family residential development with 82 units into a townhouse subdivision containing 82 lots. The property is located south of the Brett/Robinson Laundry Facility and Posh Interiors and west of The Island Church

Please provide the following information and mail back to the City of Orange Beach if you plan to attend the public hearing on this matter. This information will enable the City to inform you if, for any reason, the public hearing on this matter is postponed or cancelled. It is very important that this form be returned if you are planning to attend as it could save you an unnecessary trip if the hearing is cancelled or if this item is removed from the agenda.

If you cannot attend the meeting but wish to submit your comments, please use the space below. You may email your form or comments to sdescalzo@orangebeachal.gov

Name: Lynne Day
Mailing Address: 25135 West Oak Ridge Dr
City, State, Zip: Orange Beach, AL 36561
Day Phone (334) 327-5721

Please return this form to: Sherri Descalzo
Orange Beach Planning Commission
P.O. Box 2432
Orange Beach, AL 36561
(251) 981-6794
Email: sdescalzo@orangebeachal.gov

Comments:

I would like to state that I am against this rezoning.
It will destroy the natural habitat behind my
home. There is a pond with lots of geese, ducks,
deer, etc. It could also change the water drainage
allowing it to flood me and my neighbors. Please
stop all the building!

ENGINEERING DESIGN GROUP

PELHAM, AL
 120 BISHOP CIRCLE SUITE 30
 PELHAM, AL 35124
 (205) 403 - 9158
 FOLEY, AL
 1000 E. LAUREL STREET
 FOLEY, AL 36535
 (904) 243 - 8000

ISSUE ISSUED FOR REVIEW & COMMENTS-09/26/22

CANAL RD.
ORANGE BEACH, AL.

LOST BAY
TOWNHOMES

DRAWN BY:	AGL
CHECKED BY:	DAD
PROJECT No.:	F_DRHO010
CAD FILE:	COVER_NOTES
DATE:	September 2, 2022
SHEET NO.	

Page 171 of 198

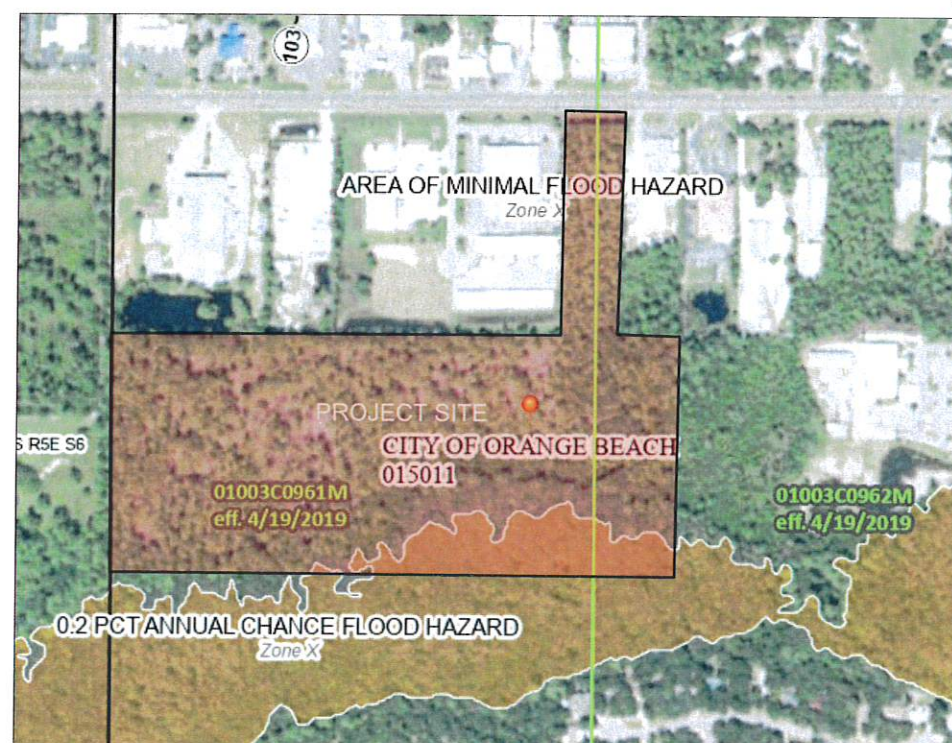
CITY OF ORANGE BEACH
COMMUNITY DEVELOPMENT - 251-974-5398
BUILDING DEPARTMENT - 251-981-6826
PLANNING & ZONING - 251-981-6794
SEWER- 251-980-1275

OBA WATER AUTHORITY
WATER & SEWER- 251-981-4233

BALDWIN EMC
ELECTRICITY-251-989-0436

CANAL RD.
ORANGE BEACH, AL.

C0.0	COVER SHEET
C0.1	GENERAL NOTES
1 OF 1	ALTA SURVEY
C2.0	OVERALL SHEET LAYOUT
C2.1	SITE LAYOUT PLAN A
C2.2	SITE LAYOUT PLAN B
C2.3	SITE LAYOUT PLAN C
C3.1	SITE GRADING PLAN A
C3.2	SITE GRADING PLAN B
C3.3	SITE GRADING PLAN C
C3.4	PLAN AND PROFILE STA. 0+00 TO STA. 8+00
C3.5	PLAN AND PROFILE STA. 8+00 TO STA. 16+00
C3.6	PLAN AND PROFILE STA. 16+00 TO STA. 21+12.27
C3.7	STORM PROFILES
C4.1	SITE UTILITY PLAN A
C4.2	SITE UTILITY PLAN B
C4.3	SITE UTILITY PLAN C
C5.0	EROSION 1 PLAN A
C5.1	EROSION 1 PLAN B
C5.2	EROSION 1 PLAN C
C5.3	EROSION 2 PLAN A
C5.4	EROSION 2 PLAN B
C5.5	EROSION 2 PLAN C
C6.0	CIVIL DETAILS
C6.1	EROSION CONTROL DETAILS
LP100	LANDSCAPE PLANTING PLAN (BY OTHERS)
LP200	LANDSCAPE PLANTING PLAN ENLARGEMENT
LP201	LANDSCAPE PLANTING PLAN ENLARGEMENT
LP202	LANDSCAPE PLANTING PLAN ENLARGEMENT
LP203	LANDSCAPE PLANTING PLAN ENLARGEMENT
LP204	LANDSCAPE PLANTING PLAN ENLARGEMENT
LP500	LANDSCAPE PLANTING DETAILS
LI100	LANDSCAPE IRRIGATION PLAN (BY OTHERS)
LI200	LANDSCAPE IRRIGATION PLAN ENLARGEMENT
LI201	LANDSCAPE IRRIGATION PLAN ENLARGEMENT
LI202	LANDSCAPE IRRIGATION PLAN ENLARGEMENT
LI203	LANDSCAPE IRRIGATION PLAN ENLARGEMENT
LI204	LANDSCAPE IRRIGATION PLAN ENLARGEMENT
LI500	LANDSCAPE IRRIGATION DETAILS
LE100	SITE LIGHTING PLAN (BY OTHERS)
LE200	SITE LIGHTING PLAN ENLARGEMENT
LE201	SITE LIGHTING PLAN ENLARGEMENT
LE202	SITE LIGHTING PLAN ENLARGEMENT
LE203	SITE LIGHTING PLAN ENLARGEMENT
LE204	SITE LIGHTING PLAN ENLARGEMENT



FEMA'S NATIONAL FLOOD HAZARD VIEWER
PER FEMA 01003C0962M & 01003C961M, THIS SITE
IS LOCATED PARTIALLY IN ZONE X AND ZONE X (SHADED)
N.T.S.

VICINITY MAP
N.T.S.

OWNER
DR HORTON - BALDWIN CO. DIVISION
25366 PROFIT DRIVE
DAPHNE, AL. 36526
(251) 447-0329
CONTACT: MARK SCHLAUDER

CIVIL ENGINEER
ENGINEERING DESIGN GROUP, LLC
21106 STATE HIGHWAY 98
FOLEY, AL 36535
(251) 943 - 8960
CONTACT: DAVID DICHIARA, P.E.

SURVEYOR
ENGINEERING DESIGN GROUP, LLC
21106 STATE HIGHWAY 98
FOLEY, AL 36535
(251) 943 - 8960
CONTACT: CRAIG JOHNSON, P.L.S.

GEOTECHNICAL ENGINEER
UNIVERSAL ENGINEERING SCIENCES
1985 COPE LANE
PENSACOLA, FL 32526
(850) 944-5555
CONTACT: TRAVIS MONSALVATGE

LANDSCAPE ARCHITECT
WAS DESIGN
218 N. ALSTON ST.
FOLEY, AL. 36535
251-948-7181
CONTACT: CHAD WATKINS

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O.B. COMMUNITY DEV.

1007-SP-22
File Copy

GENERAL NOTES:

1. ALL NECESSARY PERMITS AND APPROVALS FROM AGENCIES GOVERNING THIS WORK SHALL BE SECURED PRIOR TO BEGINNING CONSTRUCTION.
2. ALL CONSTRUCTION SHOWN ON THESE PLANS SHALL BE PERFORMED IN ACCORDANCE WITH THE PLANS FOR THIS PROJECT AND SHALL CONFORM TO ALL CODES, ORDINANCES, RESTRICTIONS, AND STANDARDS OF ALL GOVERNING AGENCIES HAVING JURISDICTION OVER THE SITE. CONTRACTOR WILL ONLY PERFORM CONSTRUCTION ACTIVITIES BASED ON PLANS WHICH HAVE BEEN PROPERLY ISSUED FOR CONSTRUCTION PURPOSES.
3. ALL TRENCHES EXCAVATED UNDER PAVEMENT SHALL BE BACKFILLED WITH STONE FULL DEPTH.
4. CONTRACTOR SHALL COORDINATE THE INSTALLATION, ADJUSTMENT OR RELOCATION OF ALL UTILITIES WITH THE APPROPRIATE UTILITY COMPANIES AND HIS WORK. ALL UNDERGROUND UTILITIES (WATER, SANITARY SEWER, STORM SEWER, ELECTRICAL CONDUIT, IRRIGATION SLEEVES, ETC.) SHALL BE IN PLACE PRIOR TO THE PLACEMENT OF BASE COURSE MATERIAL.
5. CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL PROPERTY CORNERS AND BENCHMARKS. ALL PROPERTY PINS OR BENCHMARKS ELIMINATED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
6. EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO LAND DISTURBING ACTIVITIES. EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED THROUGHOUT CONSTRUCTION UNTIL PERMANENT GROUND COVER IS ESTABLISHED.
7. JOB SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR.
8. THE LIMITS OF DISTURBANCE SHALL INCLUDE ALL AREAS DISTURBED BY GRADING OPERATIONS. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL AREAS OUTSIDE THE LIMITS OF DISTURBANCE. ANY DAMAGE CAUSED BY CONSTRUCTION SHALL BE REPAIRED TO ITS ORIGINAL CONDITION AT HIS/HER EXPENSE.
9. IN THE EVENT THAT A CONFLICT ARISES BETWEEN THE SITE CONSTRUCTION DRAWINGS AND FIELD CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AND SHALL NOT PROCEED WITH CONSTRUCTION OF ANY AREA WHERE A CONFLICT HAS BEEN DISCOVERED UNTIL SUCH TIME AS THE CONFLICT HAS BEEN CLEARLY RESOLVED.
10. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL NECESSARY PROTECTIVE DEVICES, TRAFFIC CONTROL, AND FOR THE IMPLEMENTATION OF ALL SAFETY MEASURES INCLUDING, BUT NOT LIMITED TO: THE PROTECTION OF LIFE, PROPERTY, AND SITE IMPROVEMENTS; THE PROTECTION OF EXISTING UTILITY LINES AND STRUCTURES; AND THE PROVISION AND COORDINATION OF ALL TEMPORARY TRAFFIC CONTROL EFFORTS AND MEASURES.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR THE SMOOTH TRANSITION BETWEEN ALL NEW CONSTRUCTION AND ALL EXISTING CONDITIONS. ALL TRANSITION GRADES, CONSTRUCTION MATERIALS, AND FINISHES SPECIFICALLY ACCESS CONNECTIONS TO EXISTING DRIVES, ARE SUBJECT TO APPROVAL BY THE OWNER AND ENGINEER.
12. ALL CONSTRUCTION TO MEET OSHA SAFETY GUIDELINES. SAID SAFETY PROCEDURES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
13. DO NOT SCALE CRITICAL DIMENSIONS FROM THIS DRAWING, CONTACT ENGINEER FOR SPECIFIC CLARIFICATIONS NEEDED.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING PROPER TRAFFIC CONTROL FOR PUBLIC SAFETY IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.

SITE DEMOLITION NOTES:

1. CONTRACTOR TO COORDINATE WITH OWNER PRIOR TO ANY DEMOLITION REGARDING ITEMS TO BE SALVAGED, RECYCLED, AND REUSED. CONTRACTOR SHALL REMOVE ITEMS TO BE SALVAGED WITH EXTREME CAUTION TO PREVENT DAMAGE. CONTRACTOR SHALL TURN ALL SALVAGED ITEMS OVER TO OWNER.
2. CONTRACTOR SHALL COORDINATE WITH OWNER AND THE UTILITY PROVIDER PRIOR TO THE DISCONNECTING OR REMOVAL OF ANY UTILITY SERVICE TO THE EXISTING BUILDINGS. ALL UTILITIES TO BE REMOVED ARE TO BE CAPPED OR PLUGGED OR TERMINATED ACCORDING TO THE UTILITY OWNERS REQUIREMENTS.
3. REFER TO SITE GRADING AND UTILITY PLANS FOR PROPOSED UTILITY AND DRAINAGE INSTALLATION AND REMOVAL.
4. REFER TO LAYOUT AND LANDSCAPE PLANS FOR ADDITIONAL INFORMATION RELATING TO PAVING, CURB, SIDEWALKS, HARDSCAPES, ETC. REMOVE EXISTING CURBS AS NEEDED TO INSTALL PROPOSED IMPROVEMENTS.
5. CONTRACTOR SHALL COORDINATE WITH OWNER AND THE UTILITY PROVIDER PRIOR TO THE DISCONNECTING OF ANY UTILITY SERVICE TO THE EXISTING BUILDINGS.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR THE RENEWAL, RELOCATION OR PROTECTION OF ALL ABOVE AND BELOW GROUND EXISTING IMPROVEMENTS THAT ARE IN CONFLICT WITH THE PROPOSED IMPROVEMENTS UNLESS NOTED.
7. ALL DEMOLITION AND CONSTRUCTION DEBRIS SHALL BE TRANSPORTED AND DISPOSED OF AT LEAST WEEKLY IN A LEGAL AND APPROVED MANNER.
8. ALL EXISTING PAVING, CURBS, HARDSCAPE, ETC. SHALL BE SAW CUT AT THE LIMITS OF REMOVAL IN ORDER TO PROVIDE A CLEAN EDGE. EXISTING PAVING AT THE EDGE SHALL BE MILLED BACK A MINIMUM OF 1.5" TO ENSURE SMOOTH TRANSITION.

SITE LAYOUT NOTES:

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PLANS AND SHALL COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL CODES.
2. BOUNDARY SURVEY COMPLETED BY EDG IN 10/2021. TOPOGRAPHIC INFORMATION OBTAINED FROM GROUND RUN SURVEY. IF THE CONTRACTOR FINDS APPRECIABLE DIFFERENCES BETWEEN ACTUAL FIELD CONDITIONS AND THE SURVEY, HE SHALL IMMEDIATELY NOTIFY THE ENGINEER.
3. ALL DIMENSIONS AND RADII ARE TO THE BOOK OF CURB, EDGE OF SURFACING OR TO THE OF BUILDINGS UNLESS OTHERWISE NOTED.
4. THE CONTRACTOR IS RESPONSIBLE FOR REPAIR OF DAMAGE TO ANY EXISTING IMPROVEMENT, ONSITE OR OFFSITE, SUCH AS PAVEMENT, UTILITIES, STORM DRAINAGE, ETC. THE REPAIR MUST BE APPROVED BY THE ENGINEER AND BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
5. ANY UNANTICIPATED CONDITIONS ENCOUNTERED DURING THE CONSTRUCTION PROCESS SHALL BE IDENTIFIED TO THE OWNER/ENGINEER IMMEDIATELY.
6. ALL CONCRETE SHALL HAVE A MINIMUM OF 3,000 PSI @ 28 DAY COMPRESSIVE STRENGTH UNLESS STATED OTHERWISE. REFERENCE PLAN AND DETAILS.

GRADING NOTES:

1. THE CONTRACTOR SHALL OBTAIN A COPY OF THE PROJECT GEOTECHNICAL REPORT PRIOR TO THE START OF CONSTRUCTION AND BECOME FAMILIAR WITH AND FOLLOW THE RECOMMENDATIONS WITHIN THAT REPORT. THE PROJECT SPECIFIC GEOTECHNICAL REPORT HAS BEEN COMPLETED BY UNIVERSAL ENGINEERING SCIENCES REPORT #1943168, DATED MARCH 23, 2022.
2. CLEARING AND GRUBBING LIMITS SHALL INCLUDE ALL AREAS DISTURBED BY GRADING OPERATIONS. ANY CLEARING REQUIRED FOR THIS CONSTRUCTION SHALL BE INCIDENTAL TO THE OVERALL SITE WORK.
3. GRADED OR DISTURBED AREAS, THAT ARE NOT HARDSCAPED SHALL HAVE A MINIMUM OF 4" OF TOPSOIL. ALL GRADED OR DISTURBED AREAS SHALL BE GRASSED WITH SEED, MULCH, FERTILIZER AND WATER (OR OTHER GRASSING TECHNIQUE AS APPROPRIATE) APPLIED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
4. GRADES SHOWN ARE FINISHED PAVEMENT & TOP OF SOIL GRADE ELEVATIONS, REFERENCE SECTIONS & DETAILS.
5. THE CONTRACTOR SHALL CALL APPROPRIATE UTILITY REPRESENTATIVES 72 HOURS PRIOR TO EXCAVATION IN AREAS WHERE UTILITIES MAY EXIST.
6. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY EXCESS MATERIAL AT THE END OF THE PROPOSED GRADING OPERATIONS EXIST. THE CONTRACTOR SHALL ASSUME THAT EXCESS MATERIAL SHOULD BE REMOVED FROM AND LEGALLY DISPOSED OF OFF THE PROJECT SITE AT THE CONTRACTOR'S EXPENSE. WASTING EXCESS MATERIAL ON SITE SHALL ONLY BE ALLOWED IF APPROVED BY THE ENGINEER AND OWNER.
7. NO SLOPES SHALL BE STEEPER THAN 3-HORIZONTAL TO 1-VERTICAL, UNLESS OTHERWISE NOTED ON THE PLAN OR APPROVED BY THE ENGINEER.
8. THE STRUCTURAL FILL AT THE SITE TO BE COMPOSED OF SOIL AS SPECIFIED BY THE GEOTECHNICAL ENGINEER. ALL SOIL MATERIAL SHALL BE PLACED ACCORDING TO THE GEOTECHNICAL ENGINEER'S SPECIFICATIONS. ALL MATERIAL TO BE UTILIZED FOR FILL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER.
9. WHEN ALL GRADING IS COMPLETED, CONTRACTOR WILL FURNISH AT NO EXTRA COST A TRIAXLE DUMP TRUCK HEAPED FULL WITH ALABAMA HIGHWAY DEPARTMENT TYPE B CRUSHED STONE AGGREGATE TO BE USED TO PROOF ROLL SUBGRADE, REGARDLESS OF DEGREE OF PROCTOR PERCENTAGE, ANY SOFT AREAS OR 'PUMPING' WILL BE REMOVED TO ENGINEERS SATISFACTION. ALL COSTS OF PROOF ROLLING TO INCLUDE TRUCK RENTAL, STONE, CONTRACTOR'S TIME, ETC. SHALL BE INCLUDED IN BASE PRICE AND SHALL NOT BE CONSIDERED AS AN EXTRA PAY ITEM.
10. THE OWNER WILL PROVIDE GEOTECHNICAL TESTING, THE CONTRACTOR SHALL FULLY COOPERATE WITH THE MATERIALS TESTING ENGINEERS RELATIVE TO SOIL COMPACTION, CUTTING AND FILLING OPERATIONS, ETC.
11. SITE PREPARATION - THE FIRST CONSTRUCTION PHASE SHOULD CONSIST OF THE REMOVAL OF ALL VEGETATION, TOPSOIL, ORGANIC MATTER, AND ANY OTHER DELETERIOUS MATERIALS THAT FALL WITHIN THE CONSTRUCTION AREA. AFTER ROUGH GRADE HAS BEEN ESTABLISHED & PRIOR TO PLACEMENT OF ANY CONTROLLED FILL, THE EXPOSED SUBGRADE SHOULD BE CAREFULLY INSPECTED BY PROBING, PROOF ROLLING AND TESTING AS NECESSARY. REMOVE ANY UNSUITABLE MATERIAL. PRIOR TO THE PLACEMENT AND COMPACTION OF ENGINEERED FILL, THE IN-SITU SOILS SHOULD BE COMPACTED TO A MINIMUM DENSITY OF 98% OF THE MAXIMUM STANDARD PROCTOR DENSITY VALUE, AS TESTED FOR A MINIMUM DEPTH OF 1 FOOT IN THE BUILDING AND PAVEMENT AREAS. REFERENCE GEOTECHNICAL REPORT.
12. SEE GEOTECHNICAL INFORMATION FOR CONSIDERATIONS OF CUT AND FILL SLOPES.
13. CONTRACTOR IS TO COORDINATE WITH THE GEOTECHNICAL ENGINEER AND THEIR ON-SITE TESTING AGENT THROUGHOUT CONSTRUCTION TO ADDRESS EARTHWORK ISSUES AND FOR GEOTECHNICAL DIRECTIONS.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ANY AND ALL EXISTING ITEMS TO REMAIN TO THE

PROPOSED FINISHED GRADE (UNLESS OTHERWISE NOTED IN THE PLAN). THIS INCLUDES BUT NOT LIMITED TO STORM DRAINAGE STRUCTURES, UTILITY BOXES, FIRE HYDRANTS, SANITARY SEWER MANHOLES, ECT.

STORM DRAINAGE NOTES:

1. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND PRODUCT DATA ON ALL STORMPIPE MATERIALS PRIOR TO ORDERING MATERIALS.
2. STORM PIPE 18" IN DIAMETER AND LARGER SHALL BE REINFORCED CONCRETE PIPE (RCP), CONFORMING TO ASTM C-76, B OR C WALL, CLASS III (UNLESS OTHERWISE NOTED IN THE PLAN). JOINTS SHALL BE TONGUE AND GROOVE OR BELL AND SPIGOT, WHICH MUST BE SEALED WITH RUBBER GASKETS CONFORMING TO ASTM 443 OR FLEXIBLE GASKETS CONFORMING TO AASHTO M 198. STORM PIPE 15" IN DIAMETER AND SMALL SHALL BE PER PLAN.
3. ALL PIPE ENTERING STORM SEWER STRUCTURES SHALL BE GROUTED TO ASSURE THE CONNECTION AT THE STRUCTURE IS WATER TIGHT.
4. ALL STORM SEWER MANHOLES SHALL BE PRECAST AND MEET THE SPECIFICATION OF ASTM C76.
5. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH THE PAVEMENT AND SHALL HAVE H20 TRAFFIC NOTED LIDS.
6. ALL STORM SEWER MANHOLE LIDS SHALL BE LABELED 'STORM SEWER'.
7. ALL STORM MANHOLES SHALL BE FOLEY CONCRETE PRODUCTS OR APPROVED EQUAL PRECAST CONE, RISER, AND BASE SECTIONS WITH GASKETED JOINTS MEETING ALDOT SPECIAL DRAWING #MH-62-2.
8. ALL SLOPE PAVED HEADWALLS SHALL BE PER ALDOT SPECIAL DRAWING #HW-614-SP.
9. ALL FLARED END SECTIONS SHALL BE PER ALDOT SPECIAL DRAWING #FE-619.
10. ALL SINGLE AND DOUBLE WING CURB INLETS SHALL BE PER ALDOT SPECIAL DRAWING #I-621-S, TYPE 53 FOR 15" TO 30" STORM PIPES AND TYPE 54 FOR 36" TO 54" STORM PIPES.
11. ALL YARD INLETS SHALL BE FOLEY CONCRETE PRODUCTS OR APPROVED EQUAL PRECAST INLET BOXES 3'-1" x 3'-1" OR 4'-2" x 4'-2" DEPENDING ON MAXIMUM PIPE DEFLECTIONS. YARD INLET TO BE PRECAST WITH A RING AND COVER ACCESS PROVIDED THROUGH THE TOP.
12. ALL STORM DRAINAGE PIPE AND STRUCTURES SHALL BE CLEANED OF SILT, TRASH AND DEBRIS PRIOR TO DEMOBILIZATION FROM SITE.
13. CONTRACTOR IS TO BEGIN STORM DRAINAGE CONSTRUCTION FROM THE MOST DOWN STREAM POINT OF THE SYSTEM.
14. ALL HEADWALLS SHALL BE PER ALDOT STANDARD HIGHWAY DWGS. OR PRECAST BY HANSON OR APPROVED ALTERNATE.
15. STORM SEWER CROSSINGS UNDER STREETS TO BE SOLID STONE BACKFILL WITH WEEP HOLES TO INLETS.
16. ALL STORM PIPE INSTALLED WITH LESS THAN 3 FT. OF COVER SHALL BE BACK FILLED WITH STONE.
17. ALL STORM MANHOLES IN GRASSED AREAS SHALL BE FLUSH WITH FINISHED GRADE.
18. ALL DRAINAGE STRUCTURES MAY BE PRE-CAST, OR APPROVED ALTERNATE, IF APPROVED BY ENGINEER.
19. PIPE LENGTHS AND SLOPES ARE APPROXIMATE. PIPE LENGTH ARE HORIZONTAL PROJECTIONS AND ARE MEASURED FROM THE CENTER OF THE STRUCTURE.

SEDIMENT AND EROSION CONTROL NOTES:

1. THE SITE CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SUITABLE EROSION SEDIMENT CONTROL DEVICES ON SITE DURING CONSTRUCTION AS REQUIRED TO PREVENT SILT FROM LEAVING THE SITE. SILT WILL NOT BE ALLOWED BEYOND CONSTRUCTION LIMITS.
2. THE CONTRACTOR SHALL PREVENT THE ESCAPE OF SEDIMENT FROM THE SITE BY INSTALLING EROSION CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH LAND DISTURBING ACTIVITIES.
3. EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLANS DO NOT PROVIDE SUFFICIENT EROSION AND SEDIMENT CONTROL, ADDITIONAL CONTROL MEASURES SHALL BE IMPLEMENTED. CONTRACTOR IS RESPONSIBLE FOR REPAIRING OR REPLACING EROSION CONTROL DEVICES WHICH BECOME INEFFECTIVE.
4. ALL EROSION CONTROL MEASURES SHALL MEET THE GUIDELINES SET FORTH IN THE CITY AND LOCAL EROSION CONTROL GUIDELINES AS A MINIMUM.
5. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR ALL GRADING AND OTHER LAND DISTURBING ACTIVITIES.
6. THE CONTRACTOR IS RESPONSIBLE FOR THE CLEANUP AND REMOVAL OF ANY BUILDUP OF SEDIMENT WHICH ESCAPES FROM THE SITE.
- 7.
8. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM THE SITE (IF NOT REUSABLE ON SITE) AND FOR CORRECTING HORIZONTAL AND VERTICAL ALIGNMENT OF SLOPES & DITCHES, IF NECESSARY AT THE COMPLETION OF CONSTRUCTION.
9. CONTRACTOR IS RESPONSIBLE FOR CLEANING SILT AND DEBRIS OUT OF ALL STORM DRAINAGE STRUCTURES UPON THE COMPLETION OF CONSTRUCTION.
10. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL TEMPORARY EROSION CONTROL MEASURES AFTER CONSTRUCTION IS COMPLETE AND ALL DISTURBED AREAS HAVE BEEN STABILIZED.
11. A COPY OF THE NPDES PERMIT SHALL BE PRESENT ON THE SITE WHENEVER LAND DISTURBANCE ACTIVITY IS IN PROGRESS.
12. PRIOR TO COMMENCING LAND DISTURBANCE ACTIVITY, THE LIMITS OF DISTURBANCE SHALL BE CLEARLY AND ACCURATELY DEMARCATED WITH STAKES, RIBBONS OR OTHER APPROPRIATE MEANS. THE LOCATION AND EXTENT OF ALL AUTHORIZED LAND DISTURBANCE ACTIVITY SHALL BE DEMARCATED FOR THE DURATION OF THE CONSTRUCTION ACTIVITY. NO LAND DISTURBANCE SHALL OCCUR OUTSIDE THE APPROVED LIMITS INDICATED ON THE APPROVED PLANS.
13. FAILURE TO INSTALL, OPERATE OR MAINTAIN ALL EROSION CONTROL MEASURES MAY RESULT IN CONSTRUCTION DELAYS DUE TO REGULATORY INTERVENTION.
14. ALL EROSION AND SEDIMENTATION CONTROL DEVICES SHALL CONFORM TO THE LATEST EROSION AND SEDIMENTATION CONTROL GUIDANCE, PUBLISHED BY ADEM.
15. EROSION CONTROL MEASURES TO BE PLACED AT DOWNSTREAM TOE OF ALL CUT AND FILL SLOPES. MEASURES SHALL BE INSTALLED ON CONTOUR TO THE EXTENT THAT IS PRACTICAL.
16. ADDITIONAL EROSION CONTROL DEVICES MAY BE REQUIRED BY THE PROJECT ENGINEER AND/OR THE LOCAL INSPECTOR.
17. SILT FENCES SHALL BE LOCATED ON SITE TO PREVENT SEDIMENT AND EROSION FROM LEAVING THE PROPERTY LIMITS.
18. OTHER THAN LAND CLEARING ACTIVITIES REQUIRED TO INSTALL THE APPROPRIATE BMP DEVICES, ANY DOWNSLOPE, EROSION AND SEDIMENT CONTROL MEASURES, ON-SITE STREAM CHANNEL PROTECTION AND UPSLOPE DIVERSION OF DRAINAGE REQUIRED BY THE BMP PLAN SHALL BE IN PLACE AND FUNCTIONAL BEFORE ANY CLEARING OR EARTH-MOVING OPERATIONS BEGIN. THESE MEASURES SHALL BE CONSTRUCTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. TEMPORARY MEASURES MAY BE REMOVED AT THE BEGINNING OF THE WORKDAY, BUT SHALL BE REPLACED AT THE END OF THE WORKDAY.
19. CONTRACTOR TO PROVIDE TEMPORARY GROUND COVER FOR ALL AREAS WITH EXPOSED SOIL WHICH WILL NOT BE DISTURBED BY GRADING OPERATIONS FOR A PERIOD OF 13 DAYS OR MORE.
20. ADEQUATE PROTECTIVE MEASURES SHALL BE PROVIDED FOR THE CONTAINMENT OF HAZARDOUS SUBSTANCES AND ANY OTHER MATERIALS WHICH MAY POLLUTE. THESE MAY INCLUDE, BUT ARE NOT LIMITED TO, PETROLEUM PRODUCTS, LUBRICANTS AND PAINTS. MATERIALS SHALL BE STORED IN ACCORDANCE WITH SPCC REGULATIONS. THESE SUBSTANCES SHALL BE STORED AWAY FROM ALL STORM DRAINS, DITCHES AND GUTTERS IN WATER TIGHT CONTAINERS. DISPOSAL OF THESE MATERIALS SHALL BE IN ACCORDANCE WITH ADEM REGULATIONS. CONTRACTOR SHALL PROVIDE ADEQUATE TRASH CONTAINERS ON-SITE FOR DISPOSAL OF CONSTRUCTION MATERIALS. CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING SITE TRASH FROM ENTERING THE STORM DRAINAGE SYSTEM.
21. ALL CONTROL MEASURES SHALL BE CHECKED, AND REPAIRED AS NECESSARY, MONTHLY IN DRY PERIODS AND WITHIN TWENTY-FOUR (24) HOURS AFTER ANY 0.75 INCH RAINFALL. DURING PROLONGED RAINFALLS, DAILY INSPECTIONS AND NECESSARY REPAIRS SHALL BE PERFORMED. THE PERMITTEE SHALL MAINTAIN WRITTEN RECORDS OF SUCH CHECKS AND REPAIRS. THESE RECORDS SHALL BE SUBJECT TO THE INSPECTION OF THE STORM WATER MANAGEMENT AUTHORITY AT ANY REASONABLE TIME.
22. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING A "NOTICE OF INTENT"(NOI) FROM ADEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRANSFERRING THE PERMIT, PAYING THE TRANSFER FEE AND SIGNING AS THE RESPONSIBLE OFFICIAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CITY EROSION CONTROL PERMIT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MONITORING, INSPECTIONS, ETC. TO ENSURE THE OWNER THAT THE SITE IS AT ALL TIMES IN ACCORDANCE WITH ADEM RULES & REGULATIONS. DOCUMENTATION BY INSPECTIONS BY A Q.C.I. OR Q.C.P. SHALL BE MAINTAINED BY THE CONTRACTOR AND PROVIDED TO THE OWNER AT HIS/HER REQUEST. ANY AND ALL FEES, FINES, ETC. SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

23. SLOPE STABILIZATION MAT SHALL BE USED AS DEPICTED BY THE EROSION CONTROL PLANS, GEOTECHNICAL ENGINEER OR BY REGULATORY AGENCY ON SLOPES 3:1 OR STEEPER. PLACE NORTH AMERICAN GREEN C125BN, OR APPROVED EQUAL ON ALL SLOPES STEEPER THAN 3:1 AND NORTH AMERICAN GREEN S150 BN, OR APPROVED EQUAL ON 3:1 SLOPES. AS AN ALTERNATIVE TO STABILIZATION MAT, THE CONTRACTOR MAY SUBMIT A PS3 FOR PROFILES ALTERNATIVE HYDROMULCH.
24. THE CONTRACTOR SHALL KEEP A LOG OF QUANTITY OF ALL SEDIMENT MATERIALS THAT ARE REMOVED FROM THE PROJECT EROSION AND SEDIMENT CONTROL DEVICES.
25. DEWATERING SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND AT HIS/HER EXPENSE. DEWATERING OPERATIONS MAY NOT BE DISCHARGED IN A MANNER THAT CAUSES EROSION OF THE SITE OR POLLUTION TO ADJACENT PROPERTIES, STREAMS, DITCHES OR PUBLIC ROADWAYS.

WATER NOTES: (ORANGE BEACH WATER AUTHORITY)

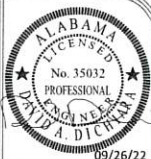
1. ALL PROPOSED WATER SYSTEM AND CONSTRUCTION SHALL BE PER THE REQUIREMENTS AND SPECIFICATIONS OF THE ORANGE BEACH WATER AUTHORITY.
2. DIMENSIONS SHOWN ARE TO CENTERLINE OF PIPE OR FITTING.
3. SITE CONTRACTOR SHALL COORDINATE TAPS WITH ORANGE BEACH WATER AUTHORITY. THE CONTRACTOR SHALL INCLUDE IN HIS BASE BID ALL CHARGES, FEES ETC. ASSOCIATED WITH THE WATER CONNECTION. CONTRACTOR SHALL PROVIDE AND INSTALL DOMESTIC SERVICE PER LOCAL WATER WORKS AUTHORITY STANDARD.
4. MINIMUM COVER FOR ALL WATER MAINS SHALL BE 3' MINIMUM OR AS REQUIRED BY LOCAL THE AUTHORITY.
5. WATER MAIN, SERVICE AND APPURTENANCES SHALL BE TESTED IN ACCORDANCE WITH THE ORANGE BEACH WATER AUTHORITY REQUIREMENTS.
6. THE CONTRACTOR SHALL MEET WITH THE ORANGE BEACH WATER AUTHORITY INSPECTORS A MINIMUM OF 24 HOURS PRIOR TO COMMENCING UTILITY WORK. THE CONTRACTOR WILL COORDINATE ALL UTILITY INSPECTIONS WITH THE ORANGE WATER AUTHORITY AS REQUIRED BY THEIR STANDARDS.
7. WHEN UTILITIES ARE INSTALLED PARALLEL TO EACH OTHER, THE CONTRACTOR SHALL MAINTAIN A 5' HORIZONTAL AND 2' VERTICAL SEPARATION BETWEEN WATER SERVICE AND OTHER UTILITIES. THE SEPARATION FROM SANITARY SEWER SHALL BE 10' OF HORIZONTAL SEPARATION BETWEEN WATER AND SANITARY SEWER.
8. PIPE SIZES 3" AND SMALLER SHALL BE TYPE "K" COPPER OR OTHER MATERIAL SPECIFIED BY THE GULF SHORES UTILITIES STANDARDS.
9. PIPE SIZES 4" AND LARGER SHALL BE DIP (CL350) UNLESS NOTED OTHERWISE.
10. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING COMPLETING ALL OBWA TESTING REQUIREMENTS.

SANITARY SEWER NOTES: (CITY OF ORANGE BEACH)

1. PIPE SHALL BE CLASS 200 PVC (AWWA C900) WITH GREEN LOCATOR WIRE PLACED 18" ABOVE THE CENTERLINE OF THE PIPE.
2. FITTINGS AT BENDS SHALL BE MECHANICAL JOINT DUCTILE IRON CASTINGS WITH MEGA-LUG JOINT RESTRAINTS.
3. DUCTILE IRON FITTINGS SHALL BE PROVIDED WITH A PROTECTO 401 LINER OR APPROVED EQUAL.
4. CLEANOUTS SHALL BE PROVIDED ON ENDS OF SEWER MAINS.
5. METAL VALVE RISERS ADJUSTED TO FINISH GRADE SHALL BE PROVIDED ON ALL VALVES.
6. PIPE SHALL BE INSTALLED WITH 36-INCH MINIMUM COVER.
7. SANITARY SEWER SIZING CALCULATIONS REQUIRED, ENSURING ADEQUATE CAPACITY AS SPECIFIED IN WPCF MANUAL OF PRACTICE NO. 9, DESIGN AND CONSTRUCTION OF SANITARY AND STORM SEWERS. CALCULATIONS MUST BE SIGNED AND SEALED BY AN ALABAMA REGISTERED PROFESSIONAL ENGINEER.
8. HYDROSTATIC TESTING SHALL BE PERFORMED AT 120 PSI FOR ALL SIZES OF FORCE MAINS. THE TESTING PROCEDURES SHALL CONTINUE FOR AN UNINTERRUPTED PERIOD OF NOT LESS THAN 3 HOURS. TESTING SHALL BE IN ACCORDANCE WITH THE APPLICABLE AWWA PROVISIONS FOR PVC-AWWA PUBLICATION M23. SHOULD THE TEST FAIL, NECESSARY REPAIRS SHALL BE ACCOMPLISHED BY THE CONTRACTOR AND THE TEST REPEATED UNTIL WITHIN THE ESTABLISHED LIMITS. HYDROSTATIC TEST DATA MUST BE REVIEWED AND APPROVED BY THE PROJECT PROFESSIONAL ENGINEER OF RECORD PRIOR TO SUBMITTAL TO THE CITY.

CAUTION NOTICE TO CONTRACTOR:

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON MARKINGS AND/OR RECORDS BY OTHERS. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL ALABAMA 811 AS REQUIRED BY LAW TO HAVE PUBLIC UTILITIES MARKED. THE CONTRACTOR SHALL ALSO NOTIFY ANY OTHER APPROPRIATE UTILITY COMPANIES THAT MAY HAVE UTILITIES WITHIN THE CONSTRUCTION LIMITS AT LEAST 48 HOURS BEFORE ANY SITE DISTURBANCE OR EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.



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ISSUE FOR REVIEW & COMMENTS-09/26/22

CANAL RD.
ORANGE BEACH, AL.

GENERAL NOTES

PROJECT ADDRESS

PROJECT NAME:

LOST BAY
TOWNHOMES

DRAWN BY:

AGL

CHECKED BY:

DAD

PROJECT NO.:

FRDH0010

CAD FILE:

COVER NOTES

DATE:

September 26, 2022

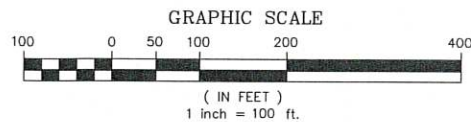
SHEET NO.

LEGEND

FIRE HYDRANT
WATER VALVE
WATER METER
IRRIGATION CONTROL VALVE
TELEPHONE PEDESTAL

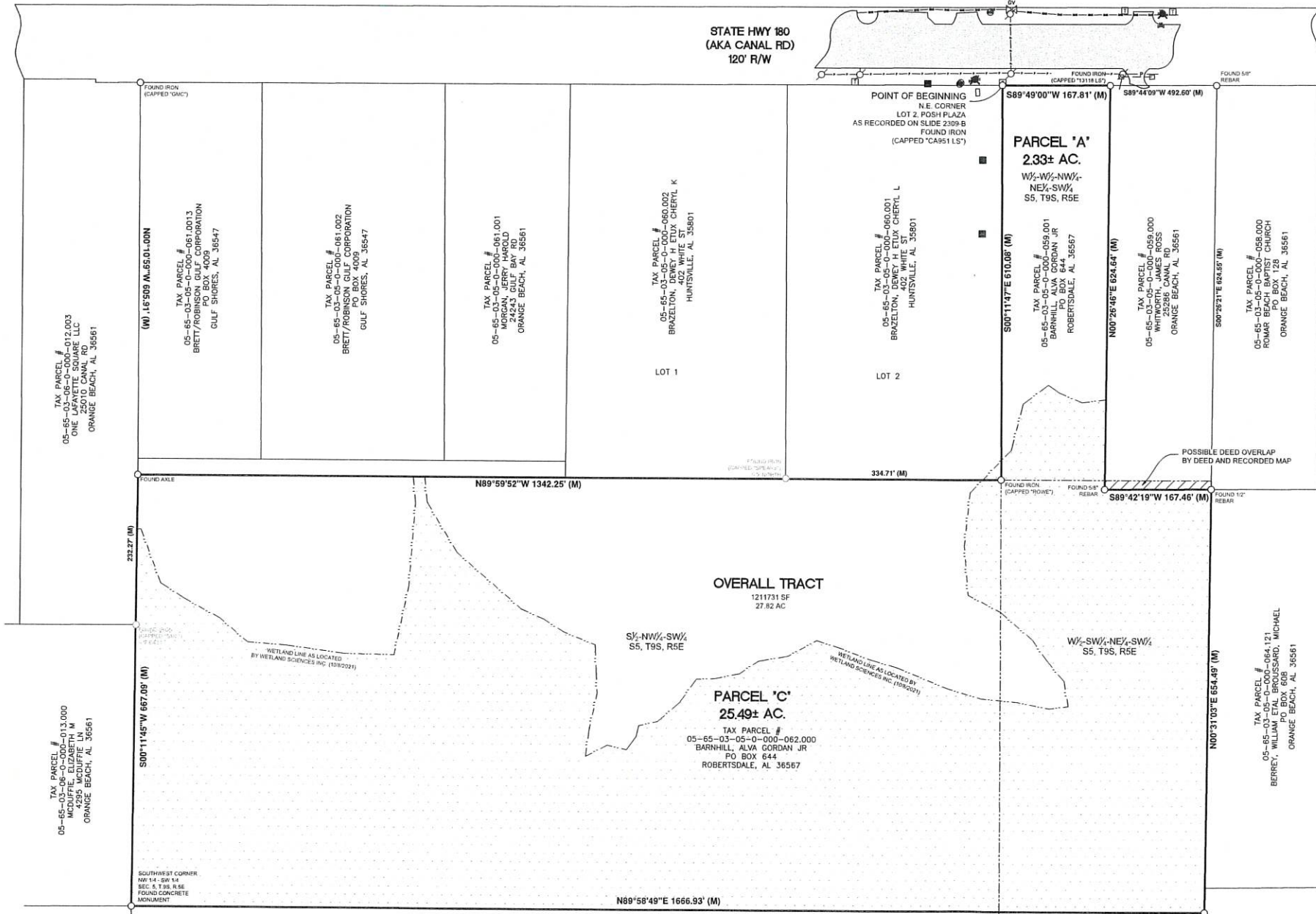
FFE
C/L
RCP

FINISH FLOOR ELEVATION
CENTERLINE
REINFORCED CONCRETE PIPE
ASPHALT



ALTA/NSPS LAND TITLE SURVEY OF GULF SHORES TOWNHOMES

SITUATED IN SECTION 5,
TOWNSHIP 9 SOUTH, RANGE 5 EAST,
BALDWIN COUNTY, ALABAMA



- SURVEYORS COMMENTS ON EXCEPTIONS TO TITLE AS LISTED IN SCHEDULE B SECTION II OF DHI TITLE OF ALABAMA FILE NUMBER 411-222800321 COMMITMENT DATE FEBRUARY 1, 2022 AT 12:00 A.M.
- ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I-REQUIREMENTS ARE MET. **THIS SURVEYOR HAS NO KNOWLEDGE OF ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT WOULD AFFECT SUBJECT PROPERTY.**
 - GENERAL AND SPECIAL TAXES FOR THE CURRENT YEAR AND SUBSEQUENT YEARS. **NOT ADDRESSED BY THIS SURVEYOR.**
 - ANY PRIOR RESERVATION OR CONVEYANCE, TOGETHER WITH RELEASE OF DAMAGES, OF MINERALS OF EVERY KIND AND CHARACTER, INCLUDING, BUT NOT LIMITED TO, OIL, GAS, SAND, AND GRAVEL IN, ON, OR UNDER THE LAND. **NOT ADDRESSED BY THIS SURVEYOR.**
 - ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. **NOT ADDRESSED BY THIS SURVEYOR.**
 - ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. **ENCROACHMENTS ARE SHOWN ON SURVEY, IF ANY. THIS SURVEYOR HAS NO KNOWLEDGE OF ANY ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE THAT WOULD AFFECT SUBJECT PROPERTY.**
 - EASEMENTS OR OTHER USES OF THE LAND NOT VISIBLE FROM THE SURFACE, OR EASEMENTS OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS. **THIS SURVEYOR HAS NO KNOWLEDGE OF ANY EASEMENTS, OR OTHER USES OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS.**
 - RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. **THIS SURVEYOR HAS NO KNOWLEDGE OF ANY RIGHTS OR CLAIMS OF PARTIES NOT SHOWN BY THE PUBLIC RECORDS.**
 - ANY MORTGAGE, LEASE OR LIEN CREATED OR ASSUMED BY THE INSURED. **NOT ADDRESSED BY THIS SURVEYOR.**
 - RESERVATION FOR PUBLIC ROAD AS SET OUT IN DEED BOOK 25, PAGE 665. **DEED BOOK 25, PAGE 665 GRANTS 20' ALONG THE NORTH LINE OF THE NW 1/4 - NE 1/4 - SW 1/4 OF SECTION 5, TOWNSHIP 9 SOUTH, RANGE 5 EAST, SAID PUBLIC ROAD IS ALREADY A PART OF STATE HIGHWAY 180 AS SHOWN ON SURVEY.**
 - RESERVATION OF INTEREST IN AND TO ALL OIL, GAS AND MINERALS, AND RIGHTS IN CONNECTION THEREWITH, AS CONTAINED IN INSTRUMENT RECORDED IN REAL PROPERTY BOOK 164, PAGE 808 AND REAL PROPERTY BOOK 162, PAGE 1629. **NOT ADDRESSED BY THIS SURVEYOR.**
 - TRANSMISSION LINE RIGHT OF WAY EASEMENT GRANTED BCMC RECORDED IN INSTRUMENT NUMBER 670299. **INSTRUMENT NUMBER 670299 GRANTS BALDWIN COUNTY ELECTRIC MEMBERSHIP THE PERPETUAL RIGHT TO ENTER UPON THE LANDS TO TRIM TREES LOCATED WITHIN 25 FEET OF THE CENTERLINE OF EQUIPMENT, POWER LINE AS SHOWN ON SURVEY ALONG RIGHT-OF-WAY LINE OF STATE HIGHWAY 180.**
 - EASEMENT TO ALABAMA ELECTRIC COOPERATIVE AS SHOWN ON MAP RECORDED IN INSTRUMENT NUMBER 676365. **INSTRUMENT NUMBER 676365 SHOWS AN AEC EASEMENT RIGHTS MAP. NO LEGAL DESCRIPTIONS PROVIDED IN INSTRUMENT THEREFORE BLANKET IN NATURE AND CAN'T BE PLOTTED.**
 - CONVEYANCE TO THE STATE OF ALABAMA RECORDED IN INSTRUMENT NUMBER 1097286. **INSTRUMENT NUMBER 1097286 GRANTS THE STATE OF ALABAMA A PIECE OR PROPERTY LYING INSIDE OF STATE HIGHWAY 180 AS SHOWN ON SURVEY.**

DHI TITLE OF ALABAMA FILE NUMBER 411-222800321 COMMITMENT DATE FEBRUARY 1, 2022 AT 12:00 A.M.

DESCRIPTION: PER TITLE

PROPERTY LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 9 SOUTH, RANGE 5 EAST, BALDWIN COUNTY, ALABAMA.

DESCRIPTION OF RECORD: INSTRUMENT #0478634

PARCEL "A"
THE WEST ONE-HALF OF THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 9 SOUTH, RANGE 5 EAST. LESS RIGHT-OF-WAY FOR ALABAMA HIGHWAY NO. 180.

PARCEL "C"
THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 9 SOUTH, RANGE 5 EAST.

AND

THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 9 SOUTH, RANGE 5 EAST.

SURVEYOR'S DESCRIPTION:

BEGIN AT THE NORTHEAST CORNER OF LOT 2, POSH PLAZA, AS RECORDED ON SLIDE 2309-B, BALDWIN COUNTY PROBATE RECORDS. THENCE RUN SOUTH 00°11'47" EAST ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 610.08' TO A POINT; THENCE RUN NORTH 89°42'19" EAST A DISTANCE OF 167.46' TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE RUN NORTH 89°59'52" WEST A DISTANCE OF 1342.25' TO A POINT; THENCE RUN SOUTH 00°11'45" WEST A DISTANCE OF 667.09' TO A POINT; THENCE RUN NORTH 89°58'49" EAST A DISTANCE OF 1666.93' TO A POINT; THENCE RUN NORTH 00°31'03" EAST A DISTANCE OF 654.49' TO A POINT; THENCE RUN SOUTH 89°42'19" WEST A DISTANCE OF 167.46' TO A POINT; THENCE RUN NORTH 00°26'46" EAST A DISTANCE OF 624.64' TO POINT LOCATED ON THE SOUTH RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 180; THENCE RUN SOUTH 89°49'00" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 167.81' TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 1211731 SF OR 27.82 ACRES MORE OR LESS

TO: DR HORTON, INC. - BIRMINGHAM, AN ALABAMA CORPORATION, ALVA GORDON BARNHILL, JR, AND DHI TITLE OF ALABAMA

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 2, 3, 4, 6(A), 6(B), 7(A), 8, 9, 13, 16, 17, 18 AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JUNE 6, 2022.

DATE OF PLAT OR MAP: September 22, 2022

B. C. JOHNSON
ALABAMA LICENSE NO. 23004

DATE: September 22, 2022



- SURVEYOR NOTES:
- BEARINGS ARE BASED ON ALABAMA WEST STATE PLAIN, NAD 83.
 - UTILITIES SHOWN ON THIS MAP ARE FROM VISIBLE EVIDENCE ON THE SURFACE OF THE GROUND. THE SURVEYOR IS NOT RESPONSIBLE FOR UNDERGROUND UTILITIES THAT HAVE NO GROUND SURFACE VISIBILITY.
 - SURVEY NOT VALID WITHOUT ORIGINAL SIGNATURE.
 - DATE OF FIELD SURVEY: JUNE 6, 2022.
 - ACCORDING TO THE FLOOD INSURANCE RATE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR ALABAMA (COMMUNITY PANEL 01003C0962M, AND 01003C0961M, EFFECTIVE DATE 04/19/2019), THIS SITE LIES WITHIN ZONE X, AND ZONE AE AS SHOWN.
 - NO OBSERVED EVIDENCE OF (I) EARTHMOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS; (II) SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL; (III) RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
 - NO UNDELINEATED WETLAND MARKINGS WERE LOCATED OR SHOWN.
 - THE SURVEYOR HAS NO KNOWN PROPOSED CHANGES IN STREET RIGHT OF WAY LINES.

ZONED: GB (GENERAL BUSINESS DISTRICT)
PER ORANGE BEACH ZONING MAP

MINIMUM LOT AREA: 20,000 SF
MINIMUM LOT WIDTH AT BUILDING SETBACK: 100'
MAXIMUM BUILDING COVERAGE: 56%

SETBACKS:

FRONT: 30'
REAR: 30'
SIDE YARD: 10'



DATE	

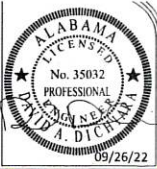
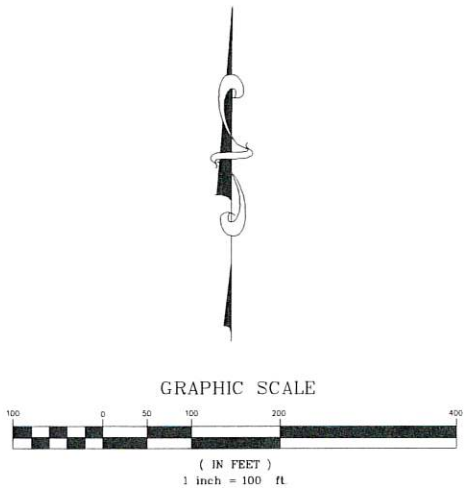
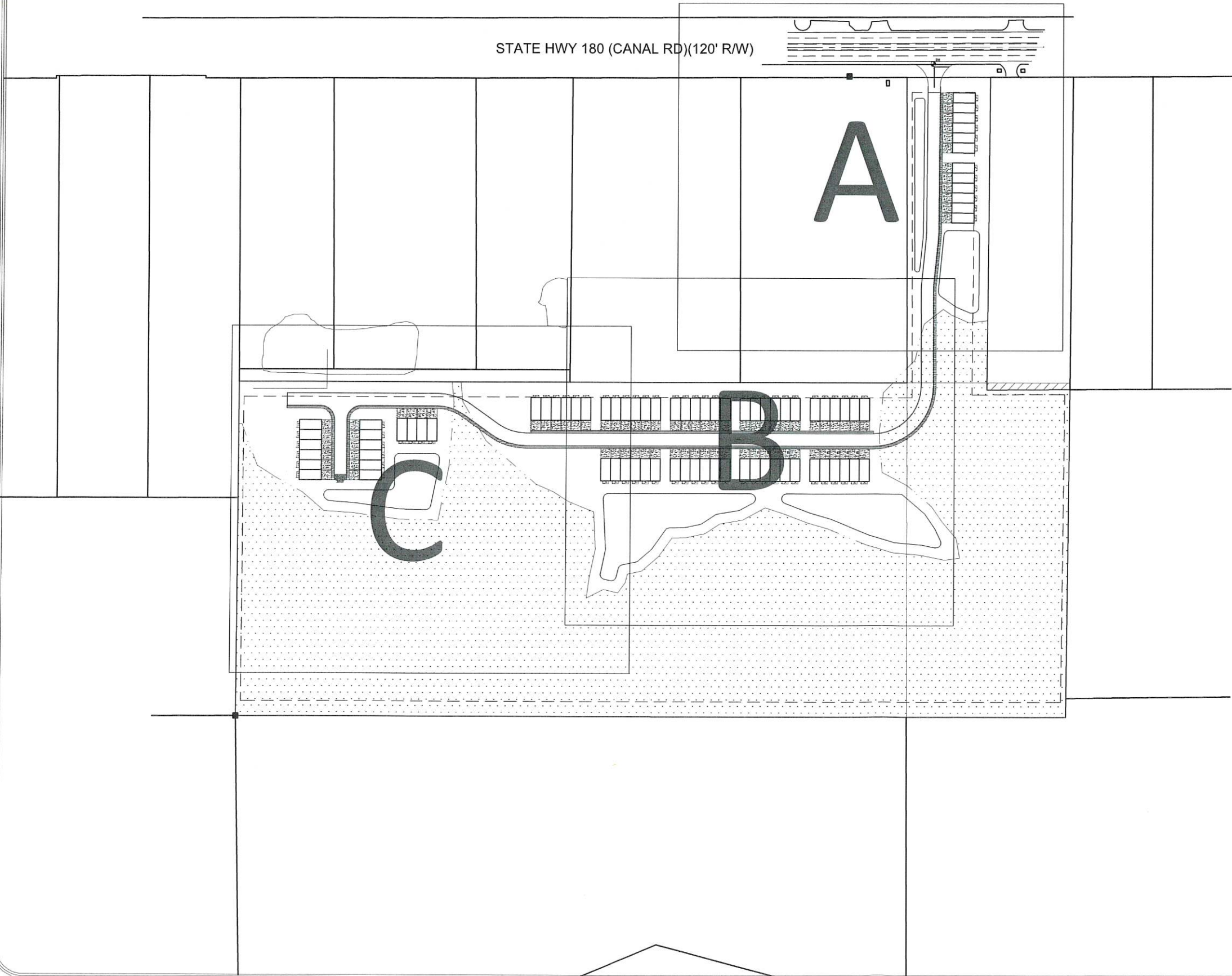
REVISIONS	

DRAWN BY: MBA	
CHECKED BY: BCJ	PROJECT NO.: DRH00010
DATE: September 22, 2022	SCALE: 1" = 100'

PROJECT: GULF SHORES TOWNHOMES	
TITLE: ALTA/NSPS LAND TITLE SURVEY	

PROJECT: 1000 E. LAUREL AVENUE (FOLEY)	
FOLEY, AL. 36535 (251) 943-8960 120 BISHOP CIRCLE, SUITE 300 (PELHAM) PELHAM, AL. 35124 TEL. - (205) 403-9158	

EDG ENGINEERING DESIGN GROUP, LLC CIVIL ENGINEERING & LAND SURVEYING 1000 403-9158	
Page 173 of 198 1 OF 1	



PELHAM, AL
120 BISHOP CIRCLE SUITE 300
PELHAM, AL 35124
(205) 403 - 9158
FOLEY, AL
1000 E LAUREL STREET
FOLEY, AL 36535
(251) 943 - 8960

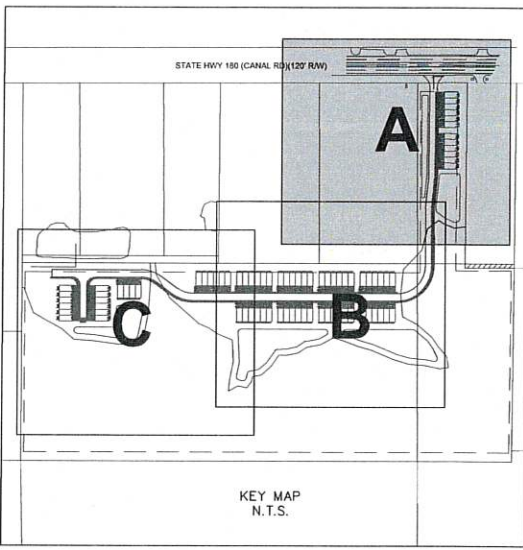
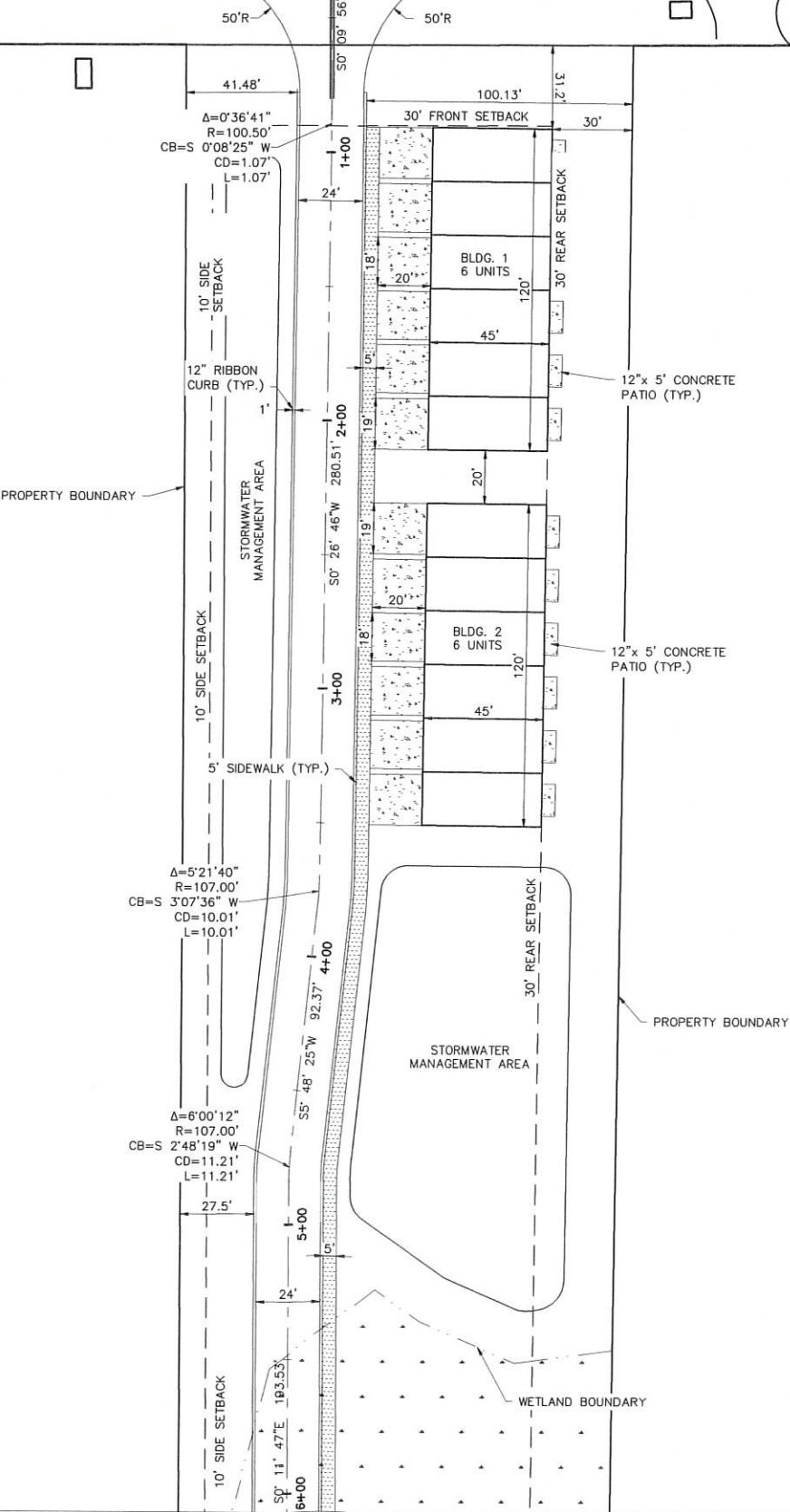
ISSUE
REVISIONS
ISSUED FOR REVIEW & COMMENTS-09/26/22

PROJECT ADDRESS:
CANAL RD.
ORANGE BEACH, AL.

PROJECT NAME:
LOST BAY
TOWNHOMES

DRAWN BY:
AGL
CHECKED BY:
DAD
PROJECT No.:
F_DRH0010
CAD FILE:
SITE LAYOUT
DATE:
September 26, 2022

STATE HWY 180 (CANAL RD)(120' R/W)



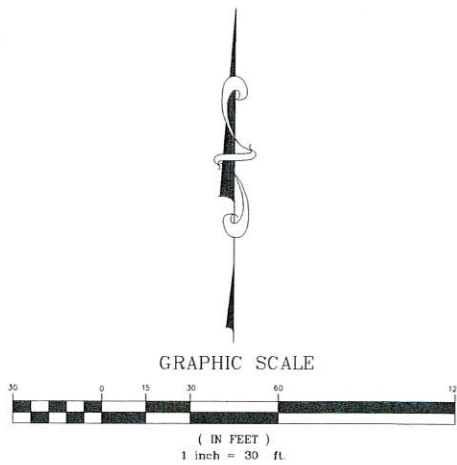
SITE LAYOUT LEGEND

	STANDARD DUTY ASPHALT PAVEMENT (SEE DETAIL)
	CONCRETE SIDEWALK (SEE DETAIL)
	CONCRETE PATIO (SEE DETAIL)
	WETLANDS

SITE DATA

PARCEL NUMBERS:	05-65-03-05-0-000-059.001 05-65-03-05-0-000-062.000
TOTAL SITE AREA:	27.82 AC
UPLAND AREA:	9.82 AC
WETLAND AREA:	18.00 AC
WETLAND IMPACT AREA:	0.49 AC
OPEN SPACE:	20.27 AC (72.86%)
CURRENT ZONING:	GB
SETBACK	
FRONT:	30'
REAR:	30'
SIDE:	10'
TOTAL UNITS:	82 UNITS
BUILDING AREA:	5400 SF (6) & 3600 SF (4)
BUILDING HEIGHT:	30 FT
UNIT DENSITY:	2.95 UNITS/AC
PARKING PROVIDED	2 SPACES + 1 GARAGE SPACE PER UNIT, 246 TOTAL

- NOTES:**
- SEE SHEET C0.1 FOR GENERAL SITE LAYOUT NOTES.
 - THE COORDINATES SHOWN FOR THE BUILDING CORNERS ARE FOR BUILDING ENVELOPES AS DIMENSIONED ON PLAN. THE CONTRACTOR SHOULD REVIEW THE BUILDING PLANS TO MAKE ANY NECESSARY ADJUSTMENTS FOR LAYOUT OF BUILDING.
 - DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.



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FOLEY, AL
1000 E. LAUREL STREET
FOLEY, AL 36535
(251) 943 - 8960

ISSUED FOR REVIEW & COMMENTS-09/26/22

PROJECT ADDRESS:
**CANAL RD.
ORANGE BEACH, AL.**

SHEET TITLE:
SITE LAYOUT PLAN A

PROJECT NAME:
**LOST BAY
TOWNHOMES**

DRAWN BY:
AGL

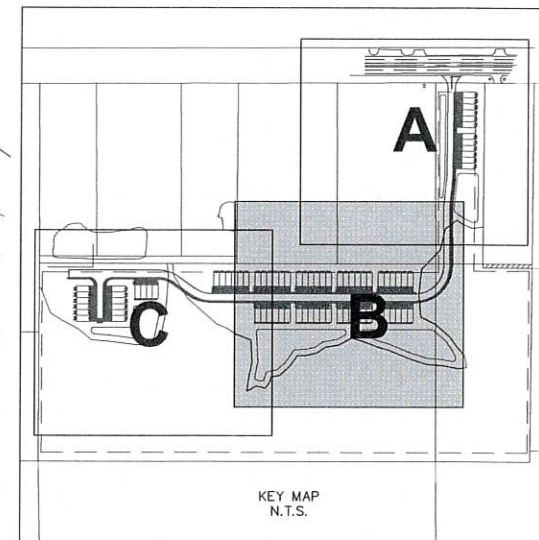
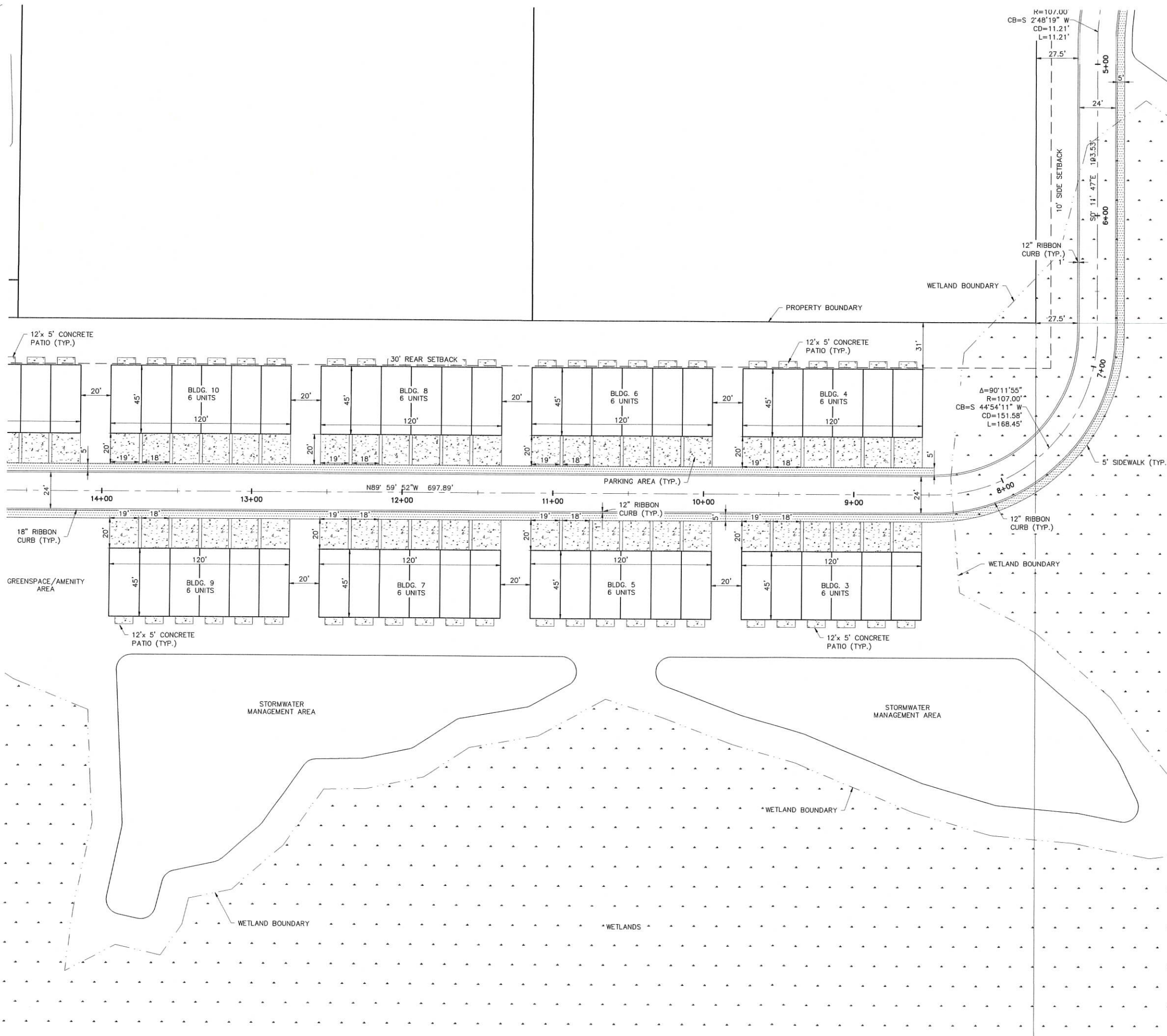
CHECKED BY:
DAD

PROJECT No.:
F_DRH0010

CAD FILE:
SITE LAYOUT

DATE:
September 26, 2022

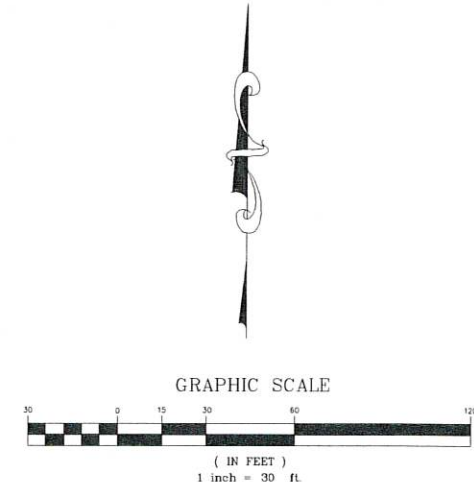
Page 175 of 198
C2.1



SITE LAYOUT LEGEND	
	STANDARD DUTY ASPHALT PAVEMENT (SEE DETAIL)
	CONCRETE SIDEWALK (SEE DETAIL)
	CONCRETE PATIO (SEE DETAIL)
	WETLANDS

SITE DATA	
PARCEL NUMBERS:	05-65-03-05-0-000-059.001 05-65-03-05-0-000-062.000
TOTAL SITE AREA:	27.82 AC
UPLAND AREA:	9.82 AC
WETLAND AREA:	18.00 AC
WETLAND IMPACT AREA:	0.49 AC
OPEN SPACE:	20.27 AC (72.86%)
CURRENT ZONING:	GB
SETBACK:	
FRONT:	30'
REAR:	30'
SIDE:	10'
TOTAL UNITS:	82 UNITS
BUILDING AREA:	5400 SF (6) & 3600 SF (4)
BUILDING HEIGHT:	30 FT
UNIT DENSITY:	2.95 UNITS/AC
PARKING PROVIDED	2 SPACES + 1 GARAGE SPACE PER UNIT. 246 TOTAL

- NOTES:
- SEE SHEET C0.1 FOR GENERAL SITE LAYOUT NOTES.
 - THE COORDINATES SHOWN FOR THE BUILDING CORNERS ARE FOR BUILDING ENVELOPES AS DIMENSIONED ON PLAN. THE CONTRACTOR SHOULD REVIEW THE BUILDING PLANS TO MAKE ANY NECESSARY ADJUSTMENTS FOR LAYOUT OF BUILDING.
 - DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.



ALABAMA
LICENSED
No. 35032
PROFESSIONAL
ENGINEER
JAMES A. DICICHA
09/26/22

EDG

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FOLEY, AL
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(251) 943-8950

ISSUE ISSUED FOR REVIEW & COMMENTS-09/26/22

PROJECT ADDRESS:
CANAL RD.
ORANGE BEACH, AL.

SHEET TITLE:
SITE LAYOUT PLAN B

PROJECT NAME:
LOST BAY
TOWNHOMES

DRAWN BY:
AGL

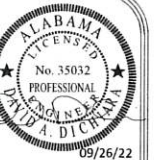
CHECKED BY:
DAD

PROJECT No.:
F_DRH0010

CAD FILE:
SITE LAYOUT

DATE:
September 26, 2022

Page 176 of 198
C2.2



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FOLEY, AL 36535
(251) 943-8950

ISSUED FOR REVIEW & COMMENTS-09/26/22

CANAL RD.
ORANGE BEACH, AL.

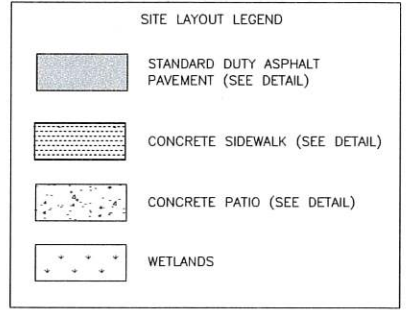
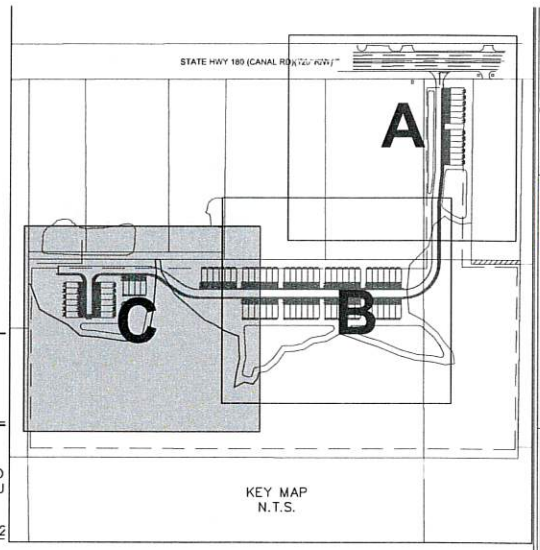
SITE LAYOUT PLAN C

PROJECT ADDRESS:

LOST BAY
TOWNHOMES

PROJECT NAME:

DRAWN BY: AGL
CHECKED BY: DAD
PROJECT No.: F DRH0010
CAD FILE: SITE LAYOUT
DATE: September 26, 2022

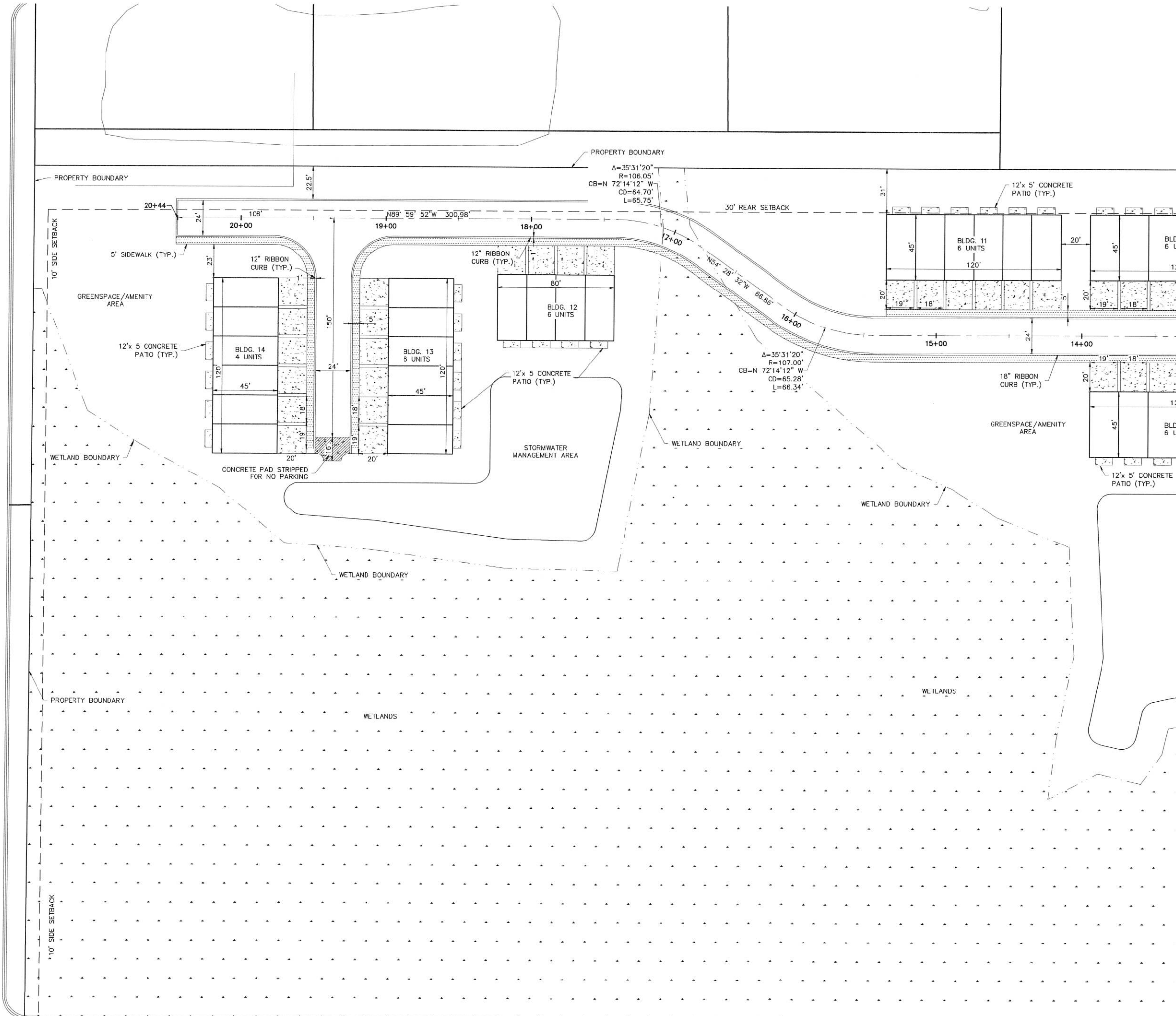
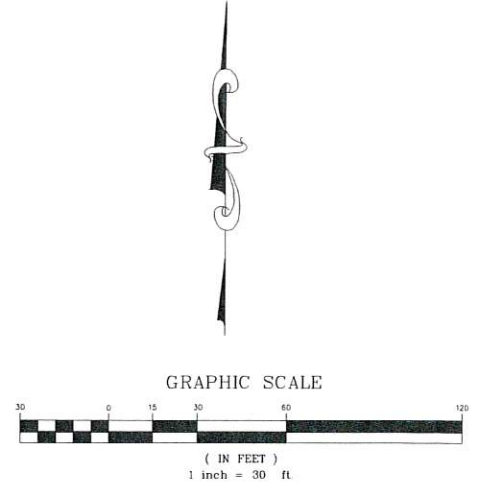


SITE DATA

PARCEL NUMBERS:	05-65-03-05-0-000-059.001 05-65-03-05-0-000-062.000
TOTAL SITE AREA:	27.82 AC
UPLAND AREA:	9.82 AC
WETLAND AREA:	18.00 AC
WETLAND IMPACT AREA:	0.49 AC
OPEN SPACE:	20.27 AC (72.86%)
CURRENT ZONING:	GB
SETBACK	
FRONT:	30'
REAR:	30'
SIDE:	10'
TOTAL UNITS:	82 UNITS
BUILDING AREA:	5400 SF (6) & 3600 SF (4)
BUILDING HEIGHT:	30 FT
UNIT DENSITY:	2.95 UNITS/AC
PARKING PROVIDED:	2 SPACES + 1 GARAGE SPACE PER UNIT, 246 TOTAL

NOTES:

- SEE SHEET C0.1 FOR GENERAL SITE LAYOUT NOTES.
- THE COORDINATES SHOWN FOR THE BUILDING CORNERS ARE FOR BUILDING ENVELOPES AS DIMENSIONED ON PLAN. THE CONTRACTOR SHOULD REVIEW THE BUILDING PLANS TO MAKE ANY NECESSARY ADJUSTMENTS FOR LAYOUT OF BUILDING.
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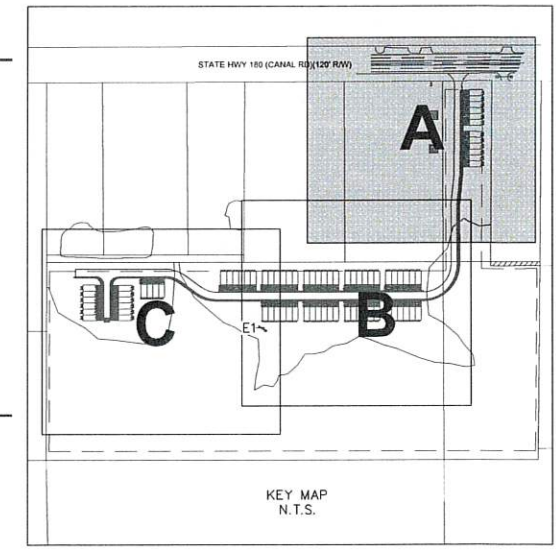
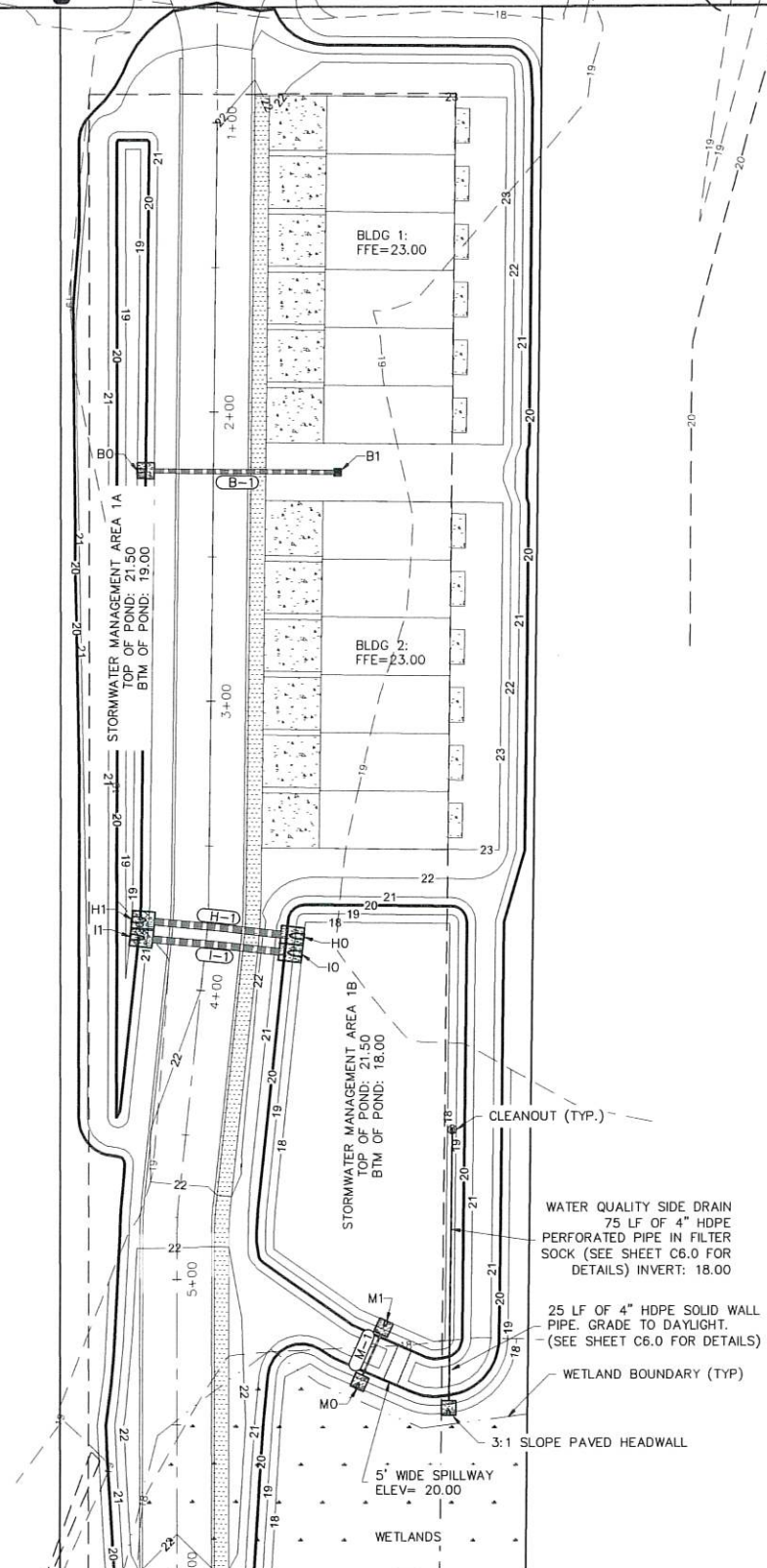
STATE HWY 180 (CANAL RD)(120' R/W)

DESIGN SPEED = 60 mi/h
STA 0+00.00

STORM STRUCTURE TABLE	
STRUCTURE ID	STRUCTURE INFORMATION
A0	6:1 SLOPE PAVED HEADWALL RIM = 19.19 22" INV = 17.72 (W)
A1	6:1 SLOPED PAVED HEADWALL RIM = 19.24 22" INV = 17.77 (E)
B0	3:1 SLOPE PAVED HEADWALL RIM = 21.68 18" INV = 19.00 (E)
B1	24 X 24 YARD INLET RIM = 22.00 18" INV = 19.50 (W)
C0	3:1 SLOPE PAVED HEADWALL RIM = 19.14 24" INV = 16.50 (N)
C1	24 X 24 GRATE INLET RIM = 20.97 15" INV = 18.29 (N) 18" INV = 18.29 (W) 24" INV = 18.29 (S)
C2	48" MANHOLE RIM = 22.26 15" INV = 19.34 (N) 18" INV = 19.34 (E)
C3	24 X 24 YARD INLET RIM = 22.25 15" INV = 19.78 (S)
D1	24 X 24 YARD INLET RIM = 20.90 15" INV = 18.73 (S)
E0	54 X 24 RIM = 20.42 24" INV = 18.17 (NW)
E1	48" MH RIM = 26.13 18" INV = 18.17 (N) 24" INV = 18.00 (SE)
E2	48" MANHOLE RIM = 21.66 15" INV = 18.88 (N) 18" INV = 18.65 (W) 18" INV = 18.88 (E) 18" INV = 18.42 (S)
E3	48" MANHOLE RIM = 22.95 15" INV = 20.28 (N) 18" INV = 20.28 (W)
E4	24 X 24 YARD INLET RIM = 23.00 15" INV = 20.72 (S)
F1	24 X 24 YARD INLET RIM = 22.00 15" INV = 19.32 (S)

STORM STRUCTURE TABLE	
STRUCTURE ID	STRUCTURE INFORMATION
G1	24 X 24 GRATE INLET RIM = 21.59 18" INV = 18.42 (E)
H0	3:1 SLOPE PAVED HEADWALL RIM = 19.90 28" INV = 18.00 (W)
H1	3:1 SLOPE PAVED HEADWALL RIM = 20.90 28" INV = 19.00 (E)
I0	3:1 SLOPE PAVED HEADWALL RIM = 19.90 28" INV = 18.00 (W)
I1	3:1 SLOPE PAVED HEADWALL RIM = 20.90 28" INV = 19.00 (E)
J0	3:1 SLOPE PAVED HEADWALL RIM = 17.62 24" INV = 15.25 (NW)
J1	3:1 SLOPE PAVED HEADWALL RIM = 18.38 24" INV = 16.00 (SE)
K0	3:1 SLOPE PAVED HEADWALL RIM = 17.62 24" INV = 15.25 (NW)
K1	3:1 SLOPE PAVED HEADWALL RIM = 18.38 24" INV = 16.00 (SE)
L0	3:1 SLOPE PAVED HEADWALL RIM = 19.98 24" INV = 17.60 (NE)
L1	3:1 SLOPE PAVED HEADWALL RIM = 20.62 24" INV = 18.25 (SW)
M0	3:1 SLOPE PAVED HEADWALL RIM = 18.42 6" INV = 17.85 (NE)
M1	3:1 SLOPE PAVED HEADWALL RIM = 19.57 6" INV = 19.00 (SW)
N0	3:1 SLOPE PAVED HEADWALL RIM = 15.91 12" INV = 14.75 (N)
N1	3:1 SLOPE PAVED HEADWALL RIM = 18.66 12" INV = 17.50 (S)

STORM STRUCTURE TABLE	
STRUCTURE ID	STRUCTURE INFORMATION
O0	3:1 SLOPE PAVED HEADWALL RIM = 18.66 12" INV = 17.50 (N)
O1	3:1 SLOPE PAVED HEADWALL RIM = 15.91 12" INV = 14.75 (S)
P0	3:1 SLOPE PAVED HEADWALL RIM = 17.41 12" INV = 16.25 (E)
P1	3:1 SLOPE PAVED HEADWALL RIM = 19.16 12" INV = 18.00 (W)
Q0	3:1 SLOPE PAVED HEADWALL RIM = 20.90 12" INV = 17.00 (W)
Q1	3:1 SLOPE PAVED HEADWALL RIM = 20.16 12" INV = 19.00 (E)
R0	3:1 SLOPE PAVED HEADWALL RIM = 19.16 12" INV = 18.00 (W)
R1	3:1 SLOPE PAVED HEADWALL RIM = 20.16 12" INV = 19.00 (E)



GRADING AND DRAINAGE LEGEND

- 195 EX. CONTOUR
- 195 PROP. MINOR CONTOUR
- 195 PROP. MAJOR CONTOUR
- TC: 195.00 TOP OF CURB
- BC: 194.50 BOTTOM OF CURB
- 194.00 EXISTING SPOT ELEVATION
- 194.00 PROPOSED SPOT ELEVATION
- GRADE BREAK
- A1 GRATE INLET (SEE DETAIL)
- A1 MANHOLE OUTLET CONTROL STRUCTURE (SEE DETAIL)
- STORM SEWER MANHOLE
- SLOPE PAVED HEADWALL
- PROP STORM SEWER PIPE
- EX STORM SEWER PIPE

- NOTES:**
- SEE SHEET C0.1 FOR GENERAL STORM DRAINAGE, GRADING NOTES.
 - SEE SHEET C3.7 FOR STORM PROFILES.
 - NO OFFSITE RUNOFF SHALL BE BLOCKED BY PROPOSED CONSTRUCTION.
 - STORMWATER MANAGEMENT FACILITIES WILL BE DESIGNED IN COMPLIANCE WITH THE CITY STORMWATER MANAGEMENT WATER QUALITY AND QUANTITY CRITERIA.

GRAPHIC SCALE

30 0 30 60 90 120

(IN FEET)

1 inch = 30 ft

ALABAMA
LICENSED
No. 35032
PROFESSIONAL
ENGINEER
DAVID A. DICHA
09/26/22

EDG
ENGINEERING DESIGN GROUP

PELHAM, AL
120 BISHOP CIRCLE SUITE 300
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(205) 403-9198

FOLEY, AL
1000 E. LAUREL STREET
FOLEY, AL 36535
(251) 843-8960

ISSUED FOR REVIEW & COMMENTS-09/26/22

REVISIONS

PROJECT ADDRESS:
**CANAL RD.
ORANGE BEACH, AL.**

SHEET TITLE:
SITE GRADING PLAN A

PROJECT NAME:
**LOST BAY
TOWNHOMES**

DRAWN BY:
AGL

CHECKED BY:
DAD

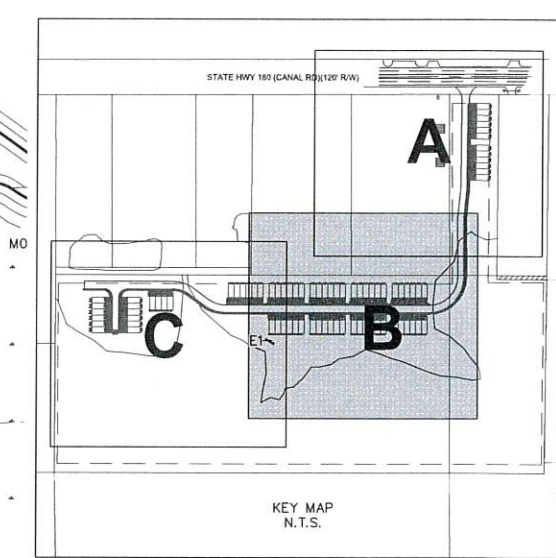
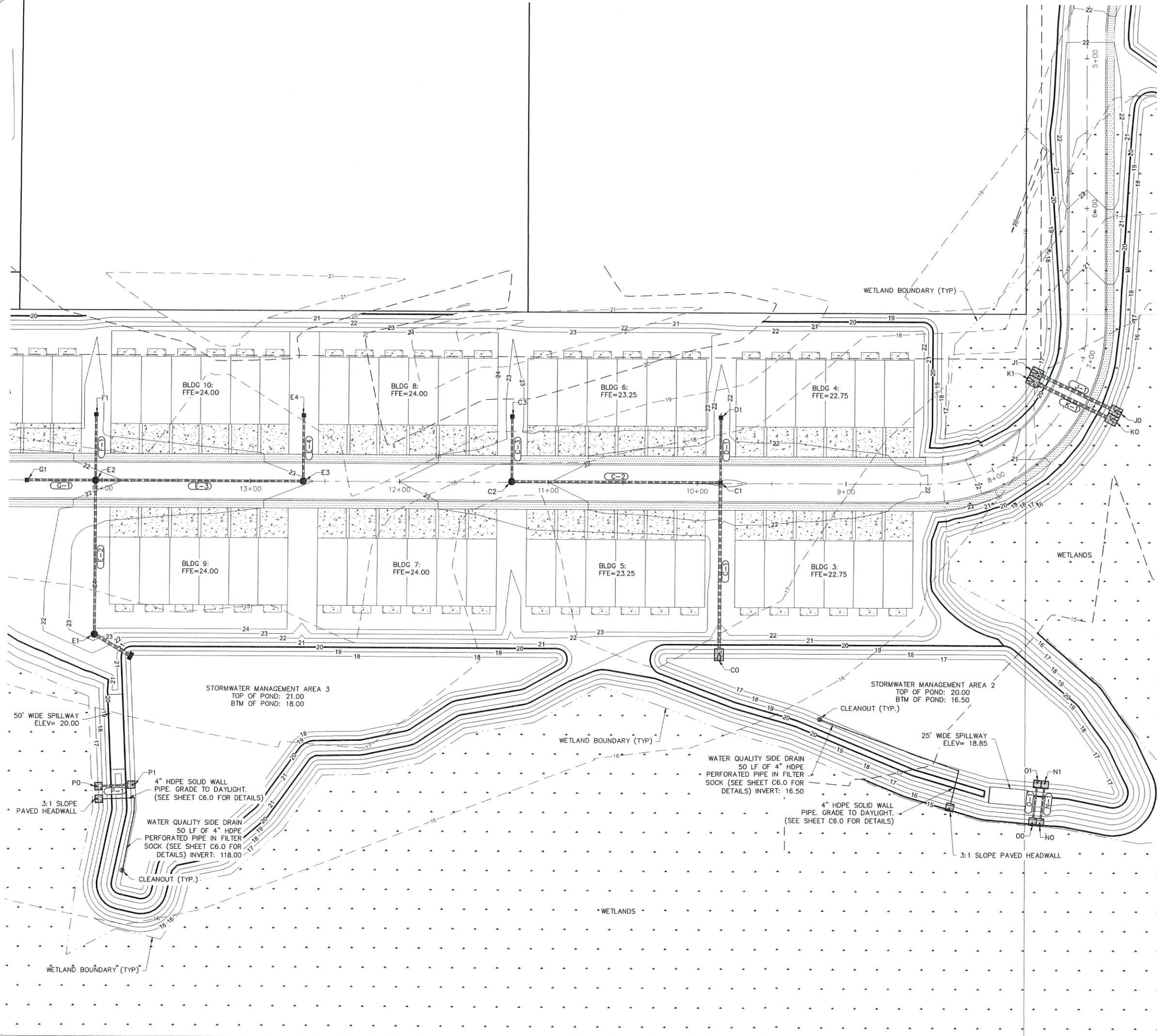
PROJECT No.:
F DRH0010

CAD FILE:
SITE GRADING

DATE:
September 26, 2022

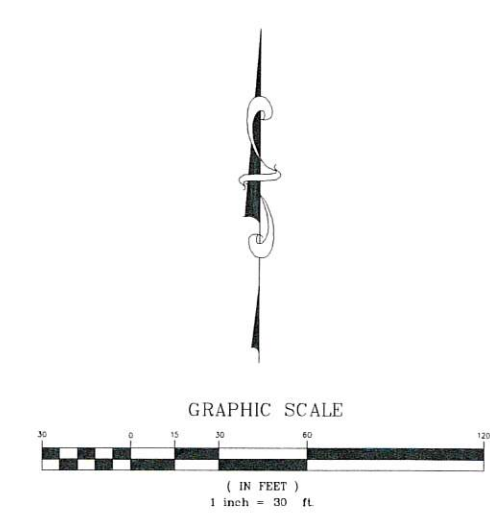
Page 178 of 198

C3.1



GRADING AND DRAINAGE LEGEND	
	EX. CONTOUR
	PROP. MINOR CONTOUR
	PROP. MAJOR CONTOUR
	TOP OF CURB
	BOTTOM OF CURB
	EXISTING SPOT ELEVATION
	PROPOSED SPOT ELEVATION
	GRADE BREAK
	GRATE INLET (SEE DETAIL)
	MANHOLE OUTLET CONTROL STRUCTURE (SEE DETAIL)
	STORM SEWER MANHOLE
	SLOPE PAVED HEADWALL
	PROP STORM SEWER PIPE
	EX STORM SEWER PIPE

- NOTES:
- SEE SHEET C0.1 FOR GENERAL STORM DRAINAGE, GRADING NOTES.
 - SEE SHEET C3.7 FOR STORM PROFILES.
 - NO OFFSITE RUNOFF SHALL BE BLOCKED BY PROPOSED CONSTRUCTION.
 - STORMWATER MANAGEMENT FACILITIES WILL BE DESIGNED IN COMPLIANCE WITH THE CITY STORMWATER MANAGEMENT WATER QUALITY AND QUANTITY CRITERIA.



ALABAMA
LICENSED
No. 35032
PROFESSIONAL
ENGINEER
A. DICKINSON
09/26/22

EDG

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PELHAM, AL 35124
(205) 403-9158

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FOLEY, AL 36535
(251) 943-8960

ISSUED FOR REVIEW & COMMENTS-09/26/22

REVISIONS

PROJECT ADDRESS:
CANAL RD.
ORANGE BEACH, AL.

SHEET TITLE:
SITE GRADING PLAN B

PROJECT NAME:
LOST BAY
TOWNHOMES

DRAWN BY:
AGL

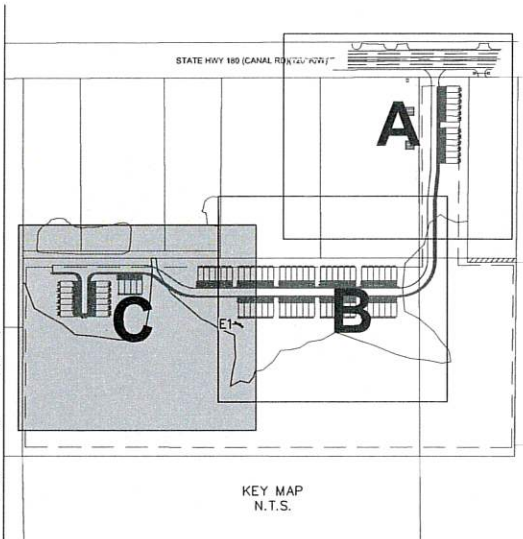
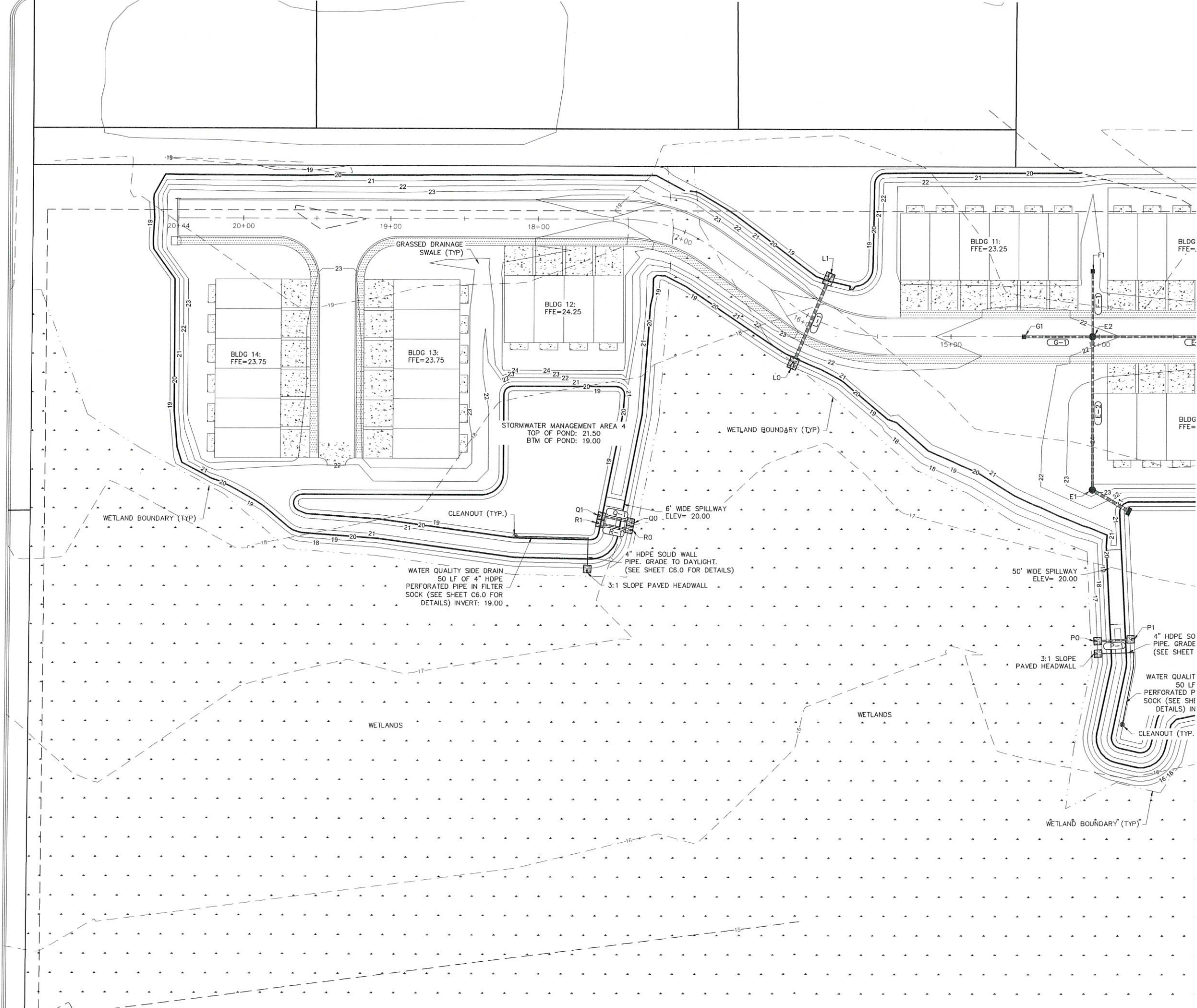
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DAD

PROJECT NO.:
F_DRH0010

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SITE GRADING

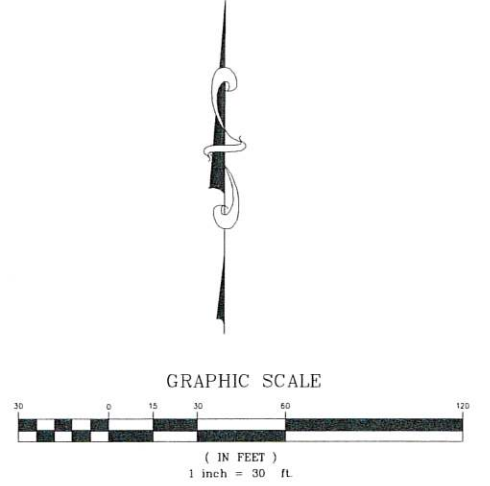
DATE:
September 26, 2022

Page 179 of 198
C3.2



GRADING AND DRAINAGE LEGEND	
195	EX. CONTOUR
195	PROP. MINOR CONTOUR
195	PROP. MAJOR CONTOUR
X TC:195.00 BC:194.50	TOP OF CURB BOTTOM OF CURB
X 194.00	EXISTING SPOT ELEVATION
X 194.00	PROPOSED SPOT ELEVATION
---	GRADE BREAK
A1	GRATE INLET (SEE DETAIL)
A1	MANHOLE OUTLET CONTROL STRUCTURE (SEE DETAIL)
D	STORM SEWER MANHOLE
W	SLOPE PAVED HEADWALL
---	PROP STORM SEWER PIPE
---	EX STORM SEWER PIPE

- NOTES:
- SEE SHEET C0.1 FOR GENERAL STORM DRAINAGE, GRADING NOTES.
 - SEE SHEET C3.7 FOR STORM PROFILES.
 - NO OFFSITE RUNOFF SHALL BE BLOCKED BY PROPOSED CONSTRUCTION.
 - STORMWATER MANAGEMENT FACILITIES WILL BE DESIGNED IN COMPLIANCE WITH THE CITY STORMWATER MANAGEMENT WATER QUALITY AND QUANTITY CRITERIA.



ALABAMA
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No. 35032
PROFESSIONAL
ENGINEER
JAY A. DICICCO
09/26/22

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PELHAM, AL 35124
(205) 403-9158

FOLEY, AL
1000 E. LAUREL STREET
FOLEY, AL 36555
(251) 943-8960

ISSUED FOR REVIEW & COMMENTS-09/26/22

REVISIONS

PROJECT ADDRESS:
CANAL RD.
ORANGE BEACH, AL.

SHEET TITLE
SITE GRADING PLAN C

PROJECT NAME:
LOST BAY
TOWNHOMES

DRAWN BY:
AGL

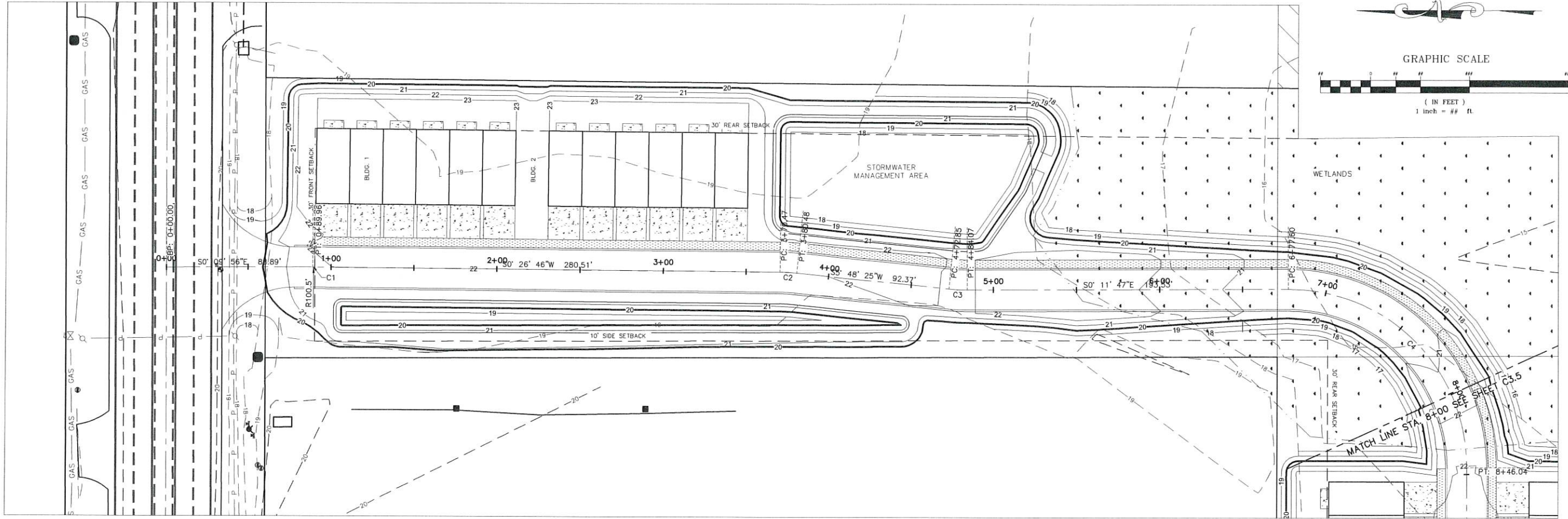
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DAD

PROJECT NO.:
F DRH0010

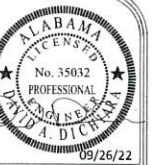
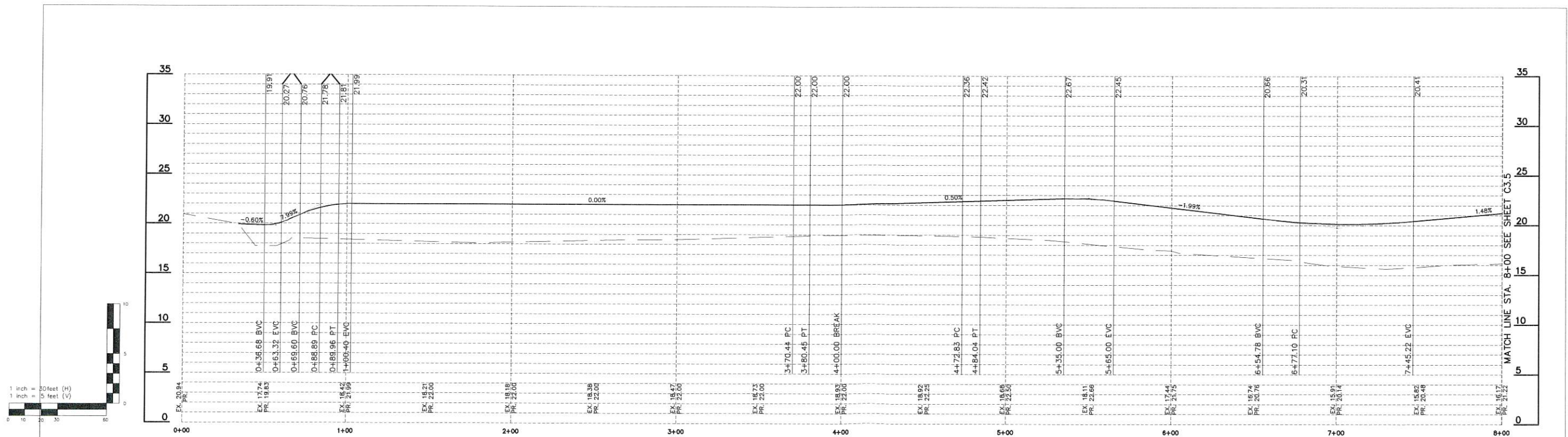
CAD FILE:
SITE GRADING

DATE:
September 26, 2022

Page 180 of 198
C3.3



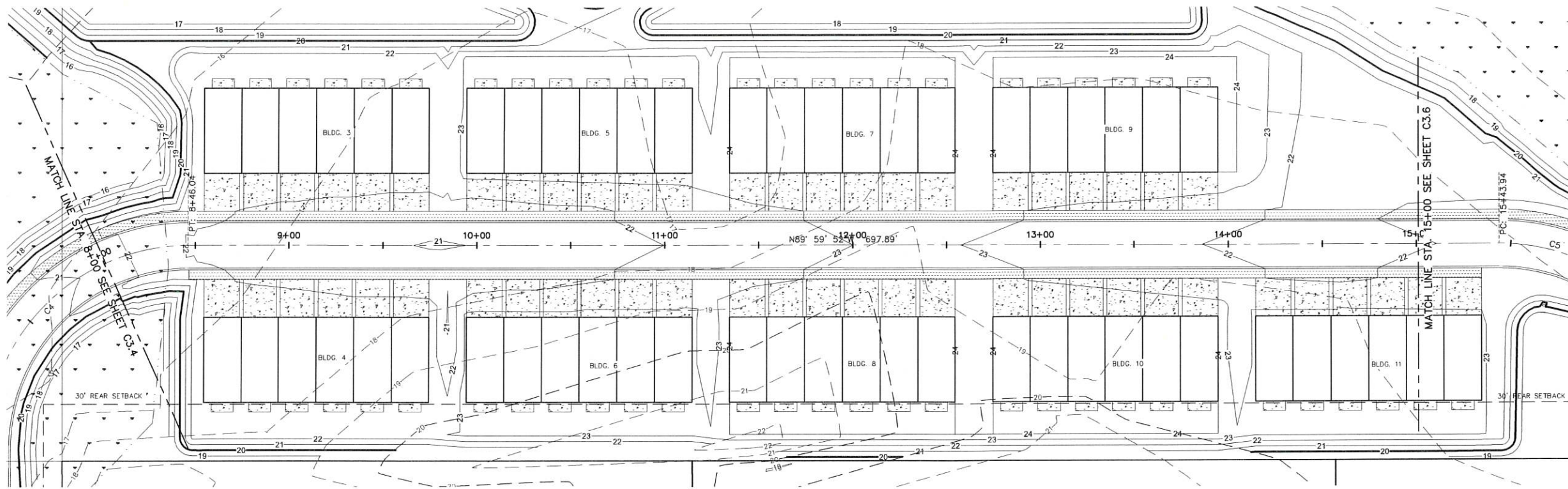
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C2	5°21'40"	107.00	10.01	S3° 07' 35.55"W	10.01
C3	6°00'12"	107.00	11.21	S2° 48' 19.41"W	11.21
C4	90°11'55"	107.00	168.45	S44° 54' 10.75"W	151.58



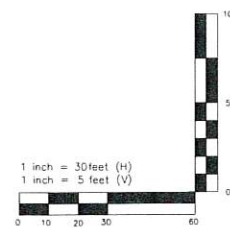
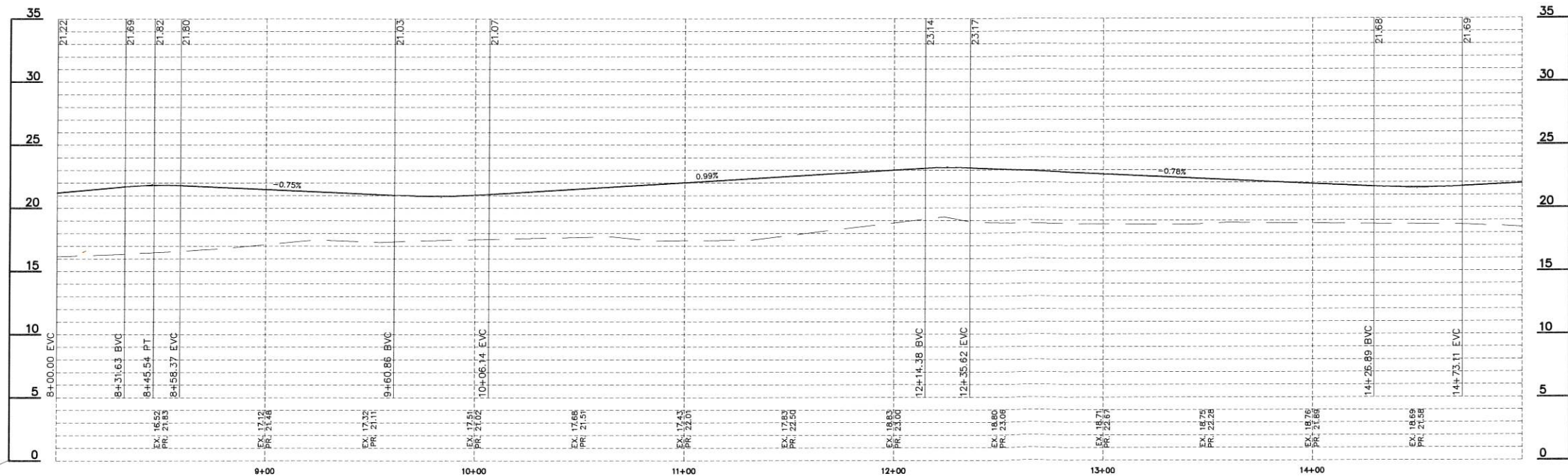
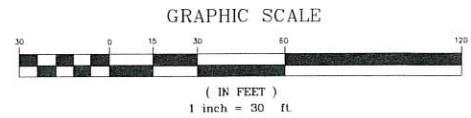
PELHAM, AL
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 FOLEY, AL
 1000 E. LAUREL STREET
 FOLEY, AL 36535
 (251) 943-8960

PROJECT ADDRESS:
 CANAL RD.
 ORANGE BEACH, AL.
 PROJECT NAME:
 LOST BAY TOWNHOMES
 SHEET TITLE:
 PLAN AND PROFILE
 STA. 0+00 TO STA. 8+00

DRAWN BY: AGL
 CHECKED BY: DAD
 PROJECT NO.: F_DRH0010
 CAD FILE: PP LAYOUT
 DATE: September 26, 2022



CURVE TABLE					
CURVE #	DELTA	RADIUS	ARC	CH BRG	TANGENT
C4	90°11'55"	107.00	168.45	S44° 54' 10.75"W	151.58 107.37
C5	35°31'20"	107.00	66.34	N72° 14' 11.89"W	65.28 34.27



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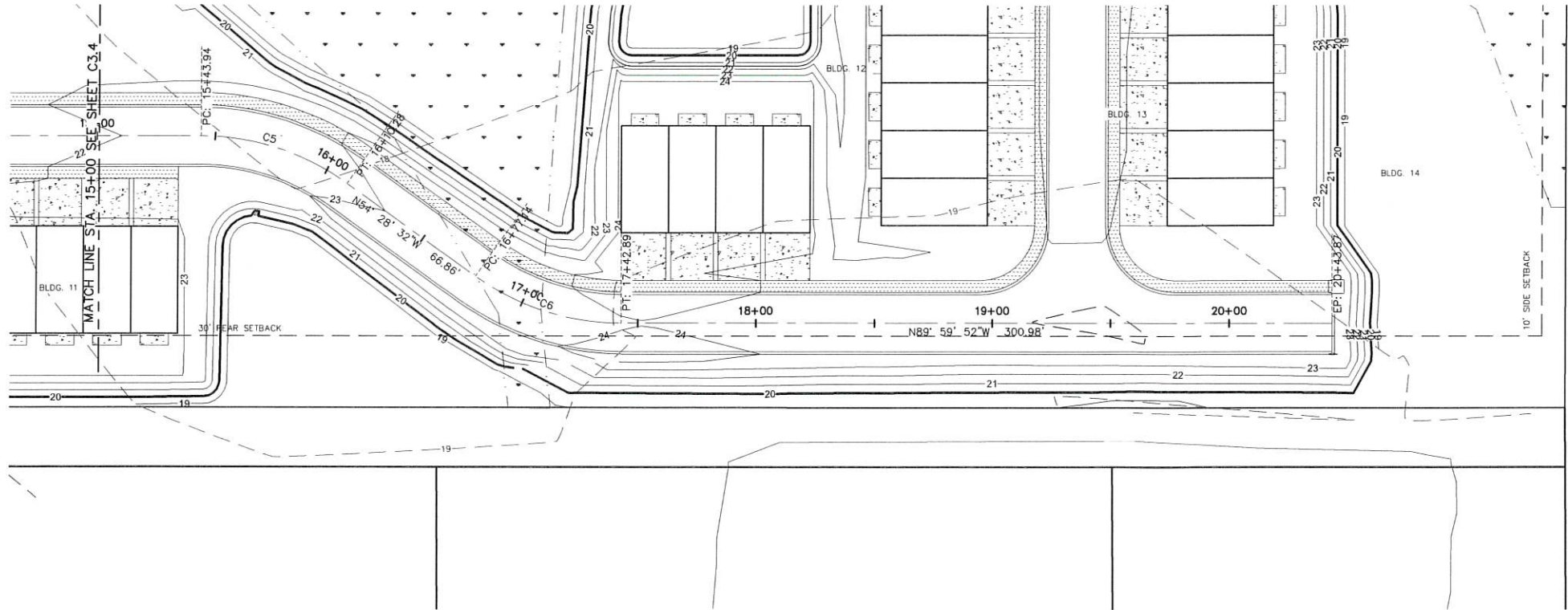
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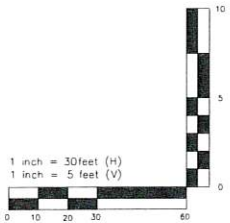
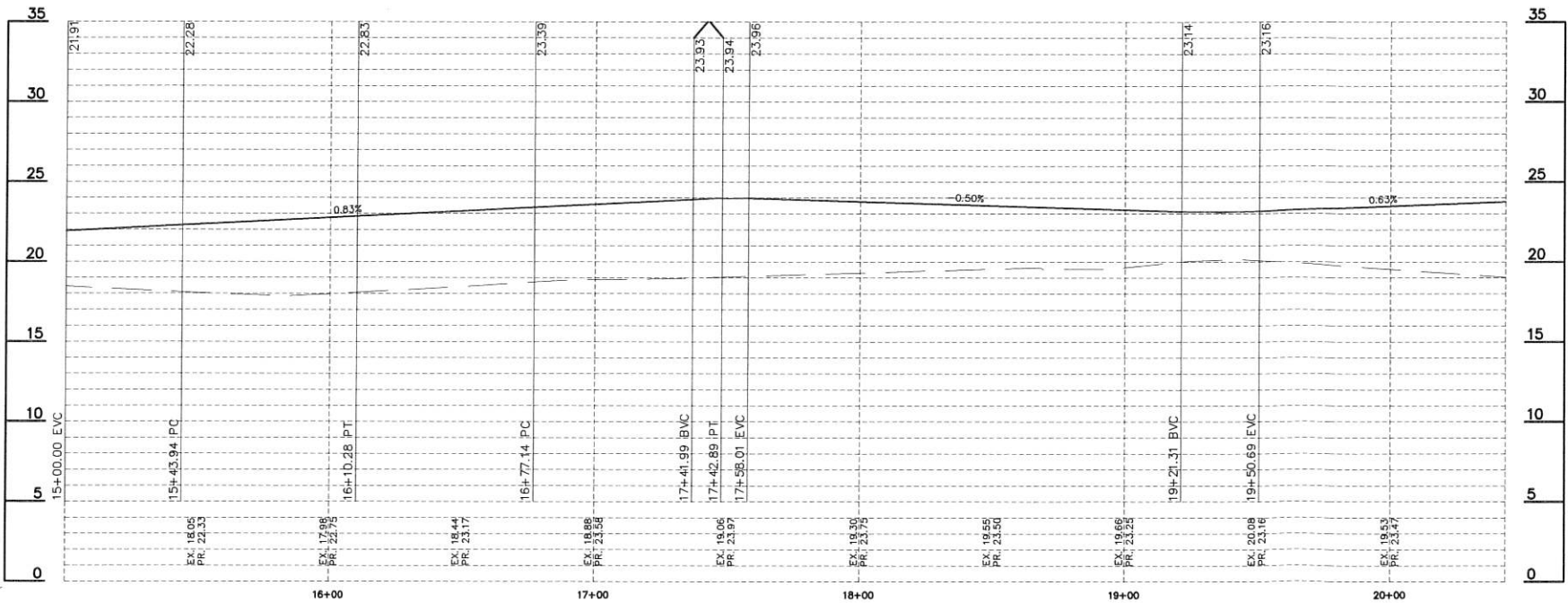
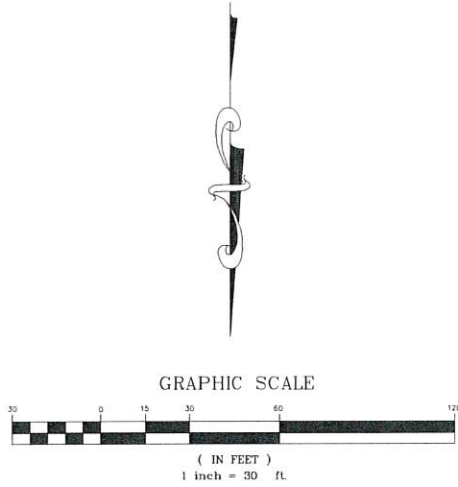
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PLAN AND PROFILE STA.
8+00 TO STA. 16+00

PROJECT NAME:
LOST BAY
TOWNHOMES

DRAWN BY: AGL
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PROJECT No.: F_DRH0010
CAD FILE: PP LAYOUT
DATE: September 26, 2022



CURVE TABLE						
CURVE #	DELTA	RADIUS	ARC	CH BRG	CHORD	TANGENT
C5	35°31'20"	107.00	66.34	N72° 14' 11.89"W	65.28	34.27
C6	35°31'20"	106.05	65.75	N72° 14' 11.89"W	64.70	33.97



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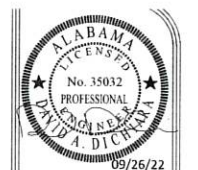
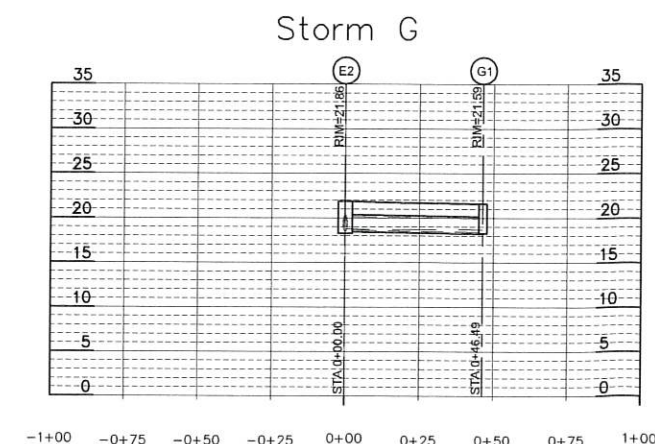
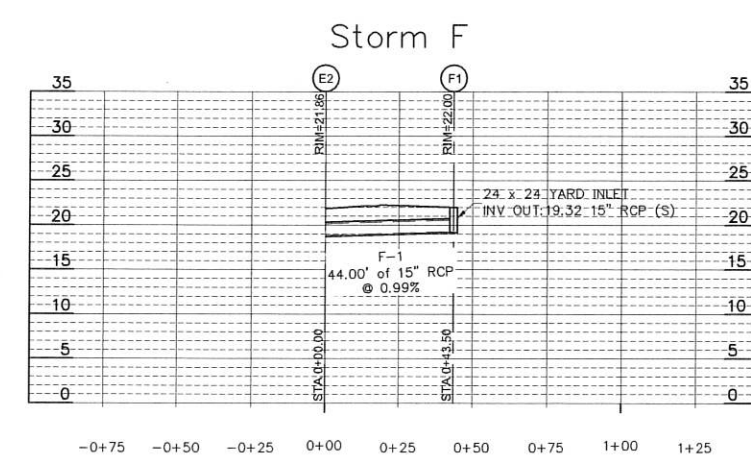
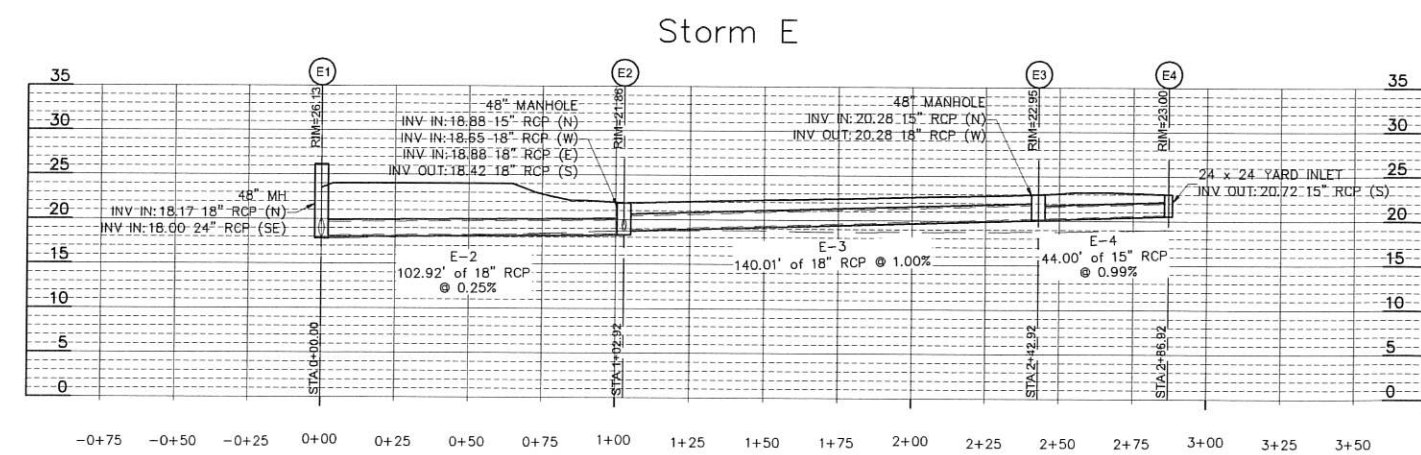
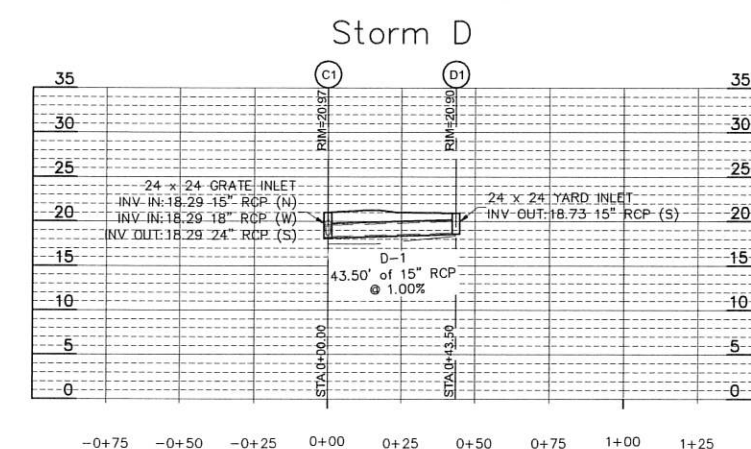
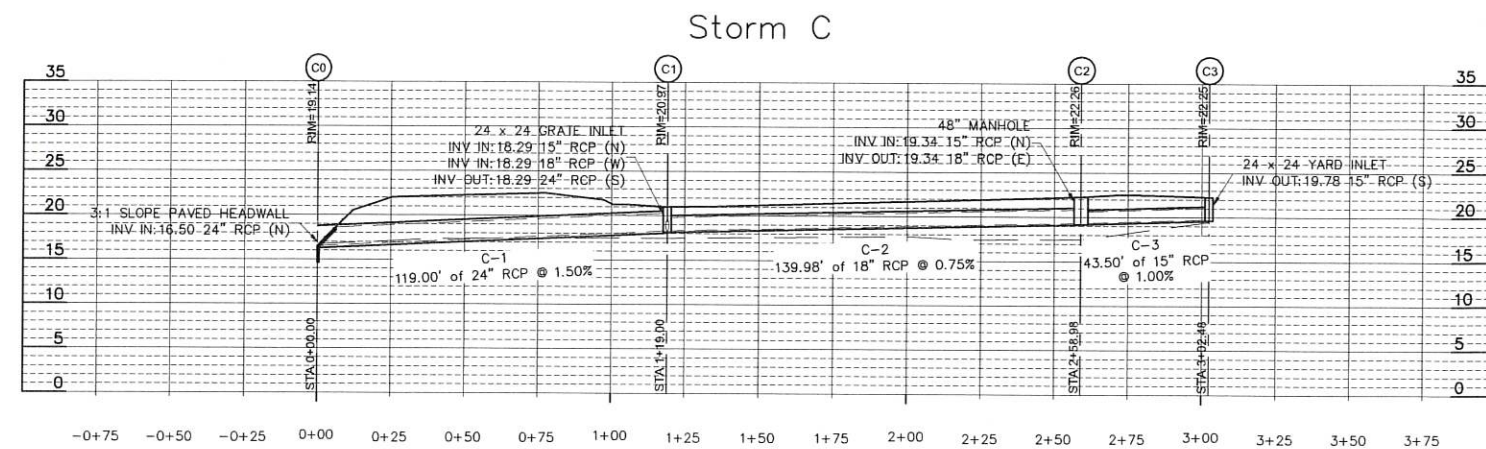
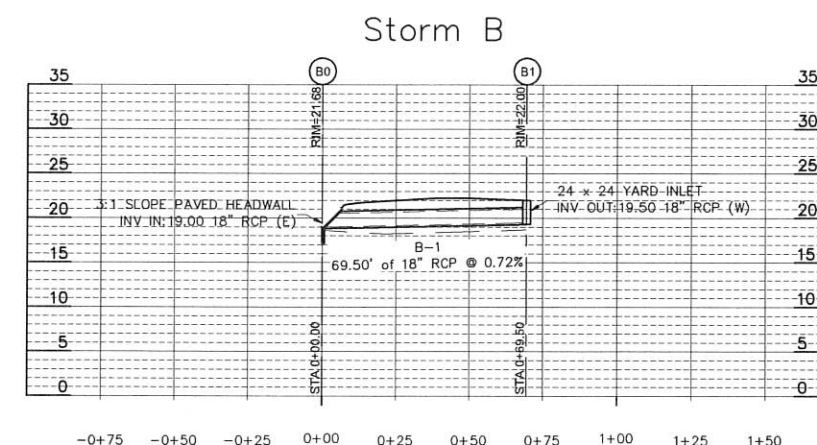
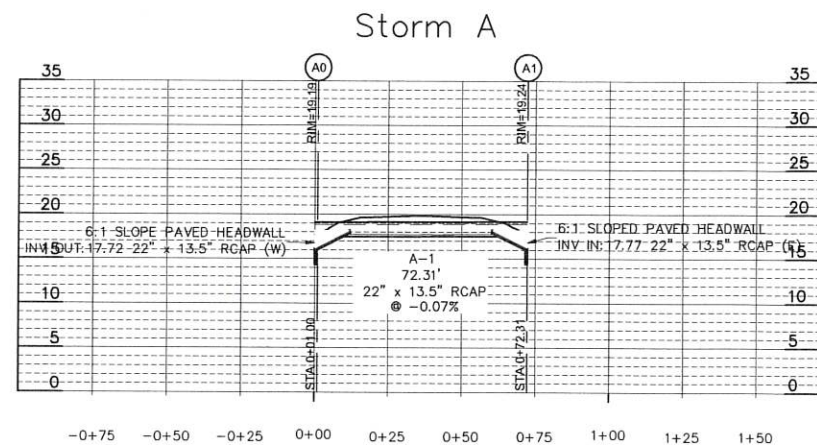
ISSUE: 09/26/22
REVISIONS

PROJECT ADDRESS:
CANAL RD.
ORANGE BEACH, AL.

SHEET TITLE:
PLAN AND PROFILE STA.
16+00 TO STA. 21+12.27

PROJECT NAME:
LOST BAY
TOWNHOMES

DRAWN BY: AGL
CHECKED BY: DAD
PROJECT No.: F_DRH0010
CAD FILE: PP LAYOUT
DATE: September 26, 2022



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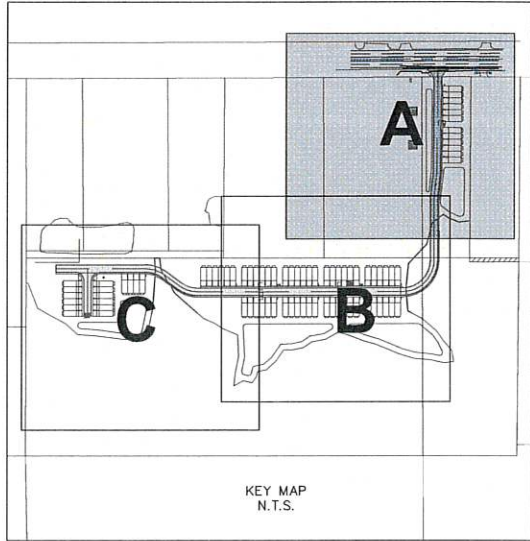
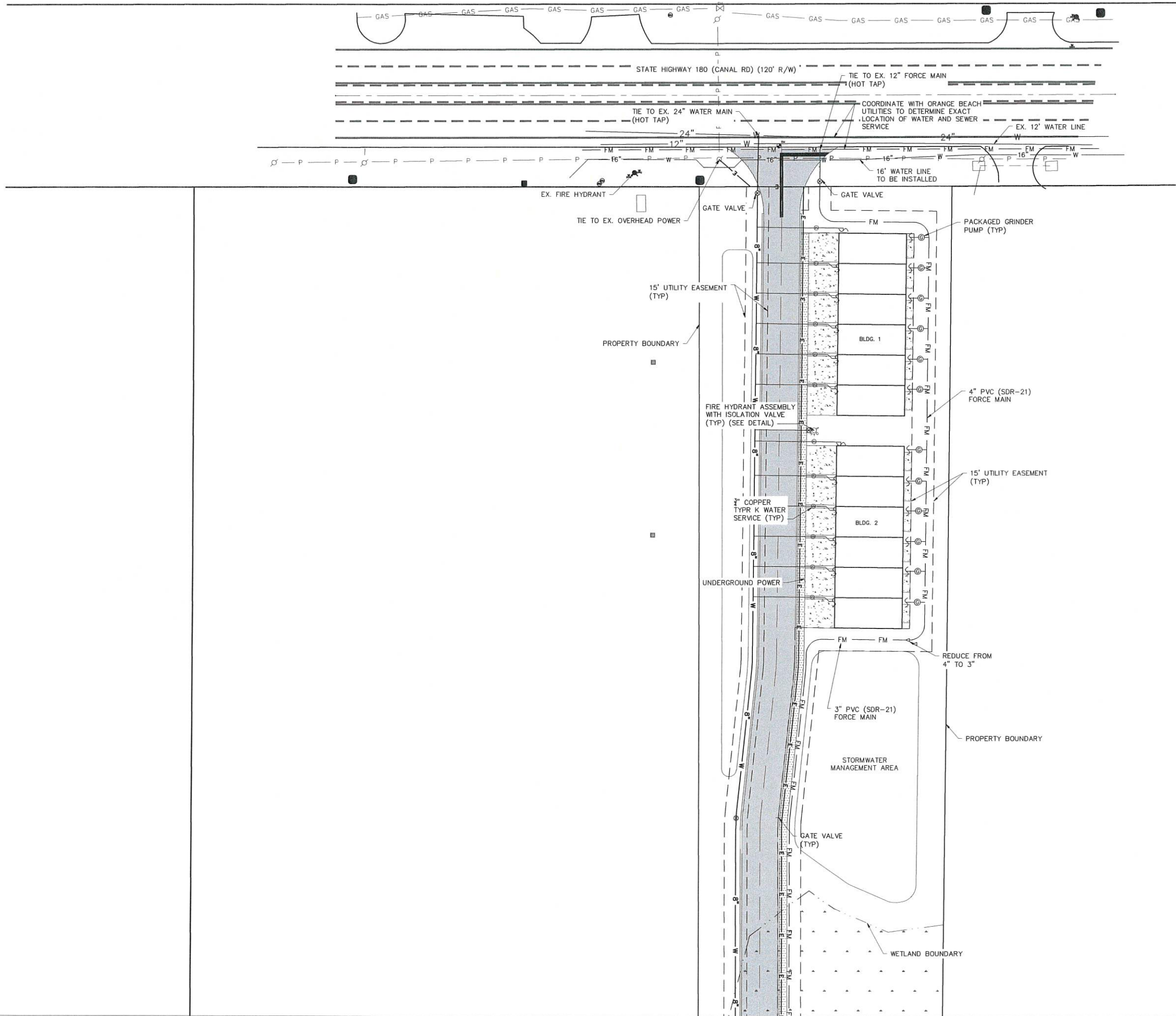
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PROJECT ADDRESS:
CANAL RD.
ORANGE BEACH, AL.

SHEET TITLE
STORM PROFILES

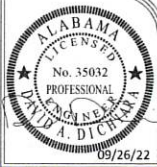
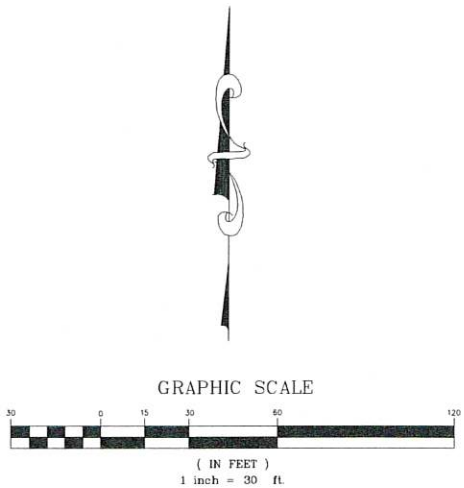
PROJECT NAME:
LOST BAY
TOWNHOMES

DRAWN BY: AGL
CHECKED BY: DAD
PROJECT No.: F-DRH0010
CAD FILE: PR_SURFACE
DATE: September 26, 2022



- NOTES:
- SEE SHEET C0.1 FOR GENERAL UTILITY NOTES.
 - REFER TO MEP AND ARCHITECTURAL PLANS FOR CONTINUATION OF UTILITY SERVICES TO BUILDING.
 - LOCATION OF EXISTING UTILITY SERVICES ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY LOCATION & DEPTH

UTILITY PLAN LEGEND	
8" W	8" DIP (CL 350) WATER LINE
6" W	6" DIP (CL 350) WATER LINE
12" W	12" DIP (CL 350) WATER LINE
FM	SANITARY SEWER FORCE MAIN
E	UNDERGROUND POWER
⊙	GRINDER PUMP
⊗	GATE VALVE
⊕	FIRE HYDRANT ASSEMBLY
⊗	WATER METER
⊙	BLOW-OFF VALVE



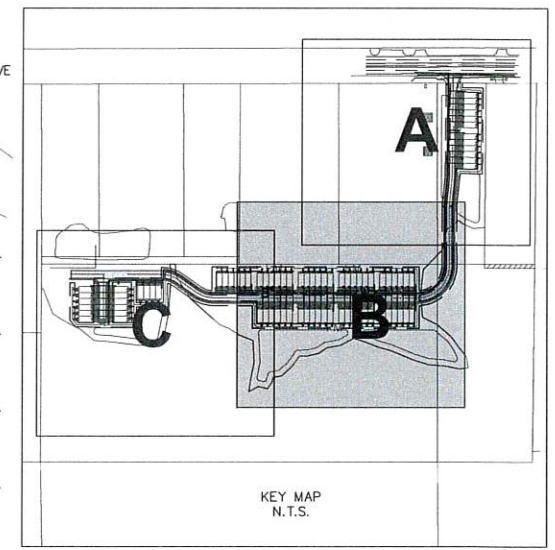
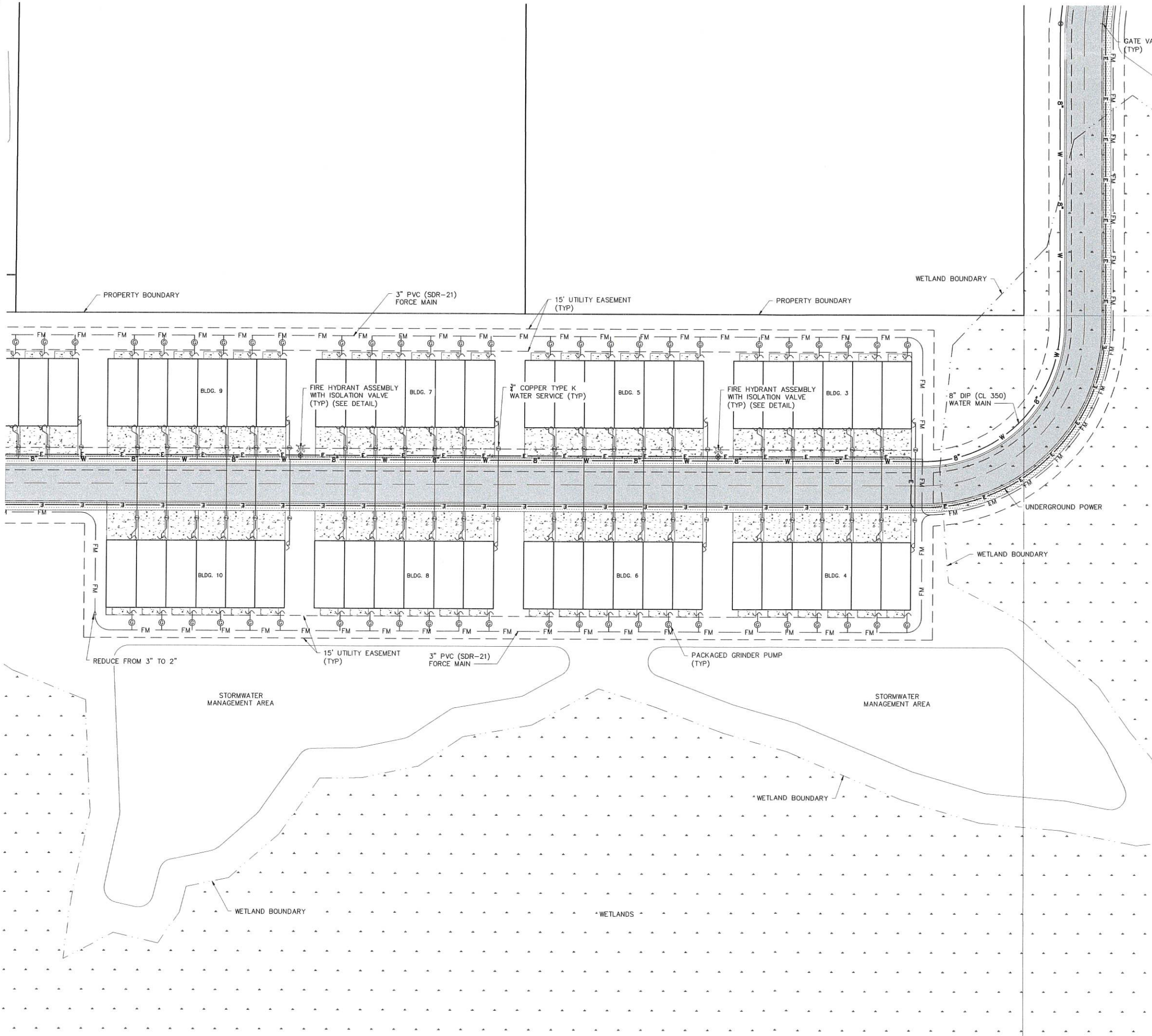
PELHAM, AL
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PROJECT ADDRESS:
CANAL RD.
ORANGE BEACH, AL.
SHEET TITLE:
SITE UTILITY PLAN A

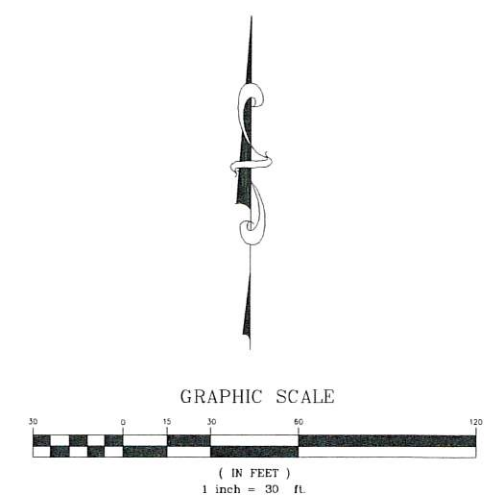
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LOST BAY
TOWNHOMES

DRAWN BY: AGL
CHECKED BY: DAD
PROJECT No.: F_DRH0010
CAD FILE: SITE UTILITY
DATE: September 26, 2022



- NOTES:
- 1. SEE SHEET CO.1 FOR GENERAL UTILITY NOTES.
 - 2. REFER TO MEP AND ARCHITECTURAL PLANS FOR CONTINUATION OF UTILITY SERVICES TO BUILDING.
 - 3. LOCATION OF EXISTING UTILITY SERVICES ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY LOCATION & DEPTH

UTILITY PLAN LEGEND	
8" W	8" DIP (CL 350) WATER LINE
6" W	6" DIP (CL 350) WATER LINE
12" W	12" DIP (CL 350) WATER LINE
FM	SANITARY SEWER FORCE MAIN
E	UNDERGROUND POWER
⊙	GRINDER PUMP
⊗	GATE VALVE
⊕	FIRE HYDRANT ASSEMBLY
⊗	WATER METER
⊙	BLOW-OFF VALVE



ALABAMA
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PROJECT ADDRESS:
CANAL RD.
ORANGE BEACH, AL.

SHEET TITLE:
SITE UTILITY PLAN B

PROJECT NAME:
**LOST BAY
TOWNHOMES**

DRAWN BY:
AGL

CHECKED BY:
DAD

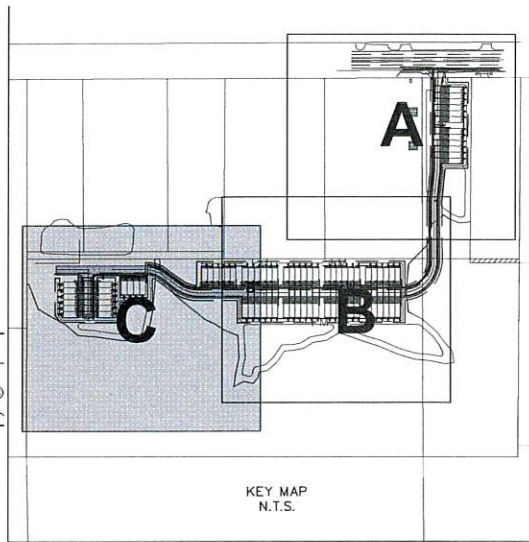
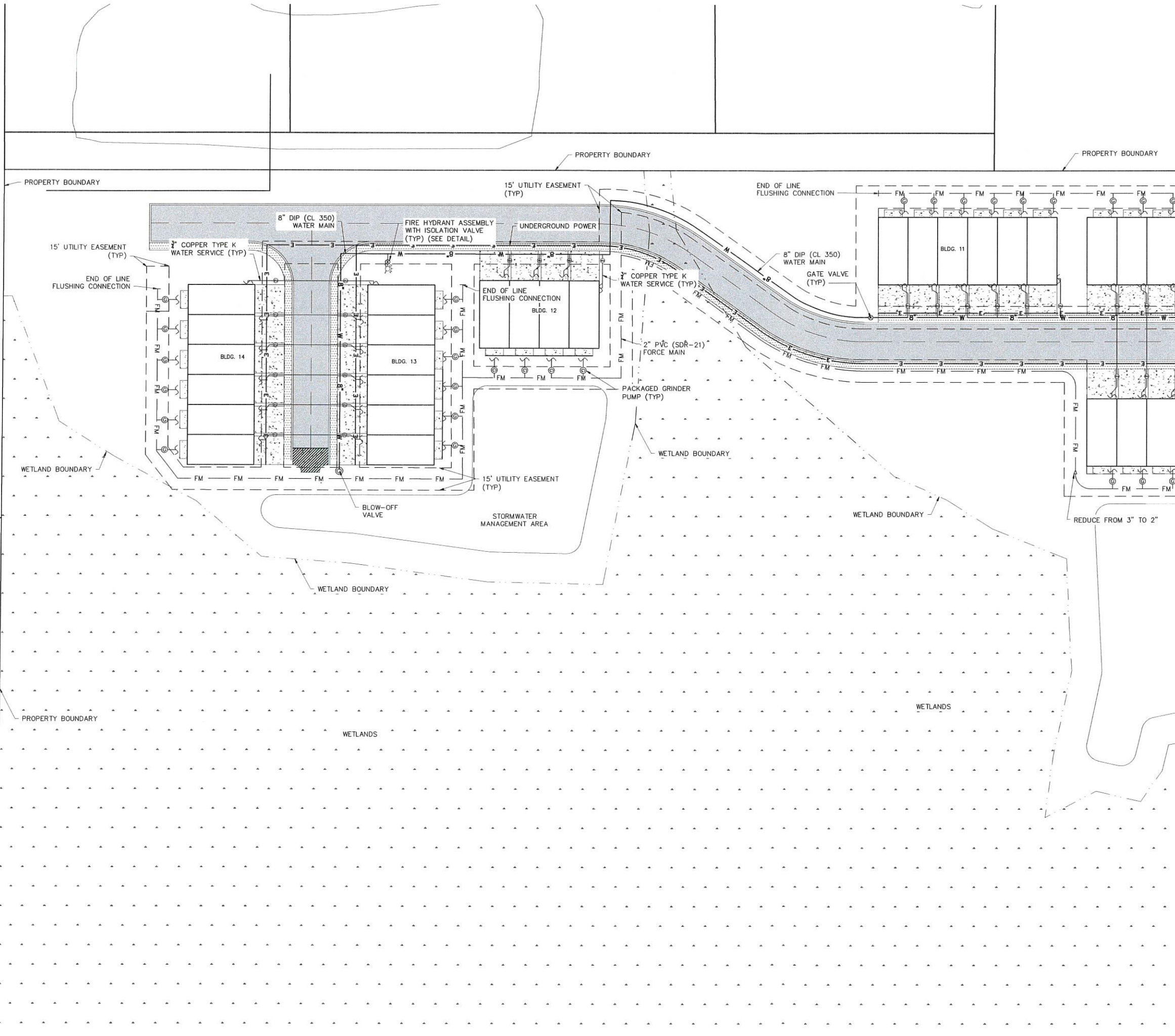
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F DRH0010

CAD FILE:
SITE UTILITY

DATE:
September 26, 2022

SHEET NO.
186

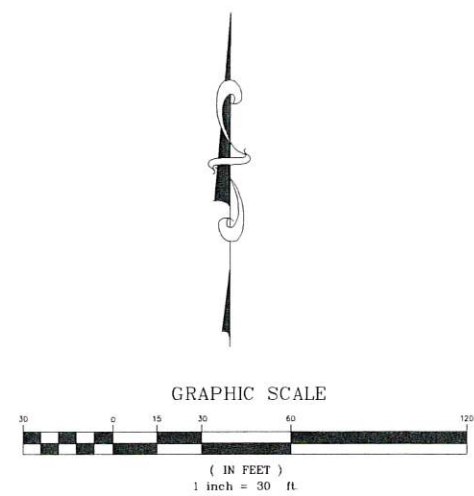
Page 186 of 198



NOTES:

1. SEE SHEET C0.1 FOR GENERAL UTILITY NOTES.
2. REFER TO MEP AND ARCHITECTURAL PLANS FOR CONTINUATION OF UTILITY SERVICES TO BUILDING.
3. LOCATION OF EXISTING UTILITY SERVICES ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY LOCATION & DEPTH

UTILITY PLAN LEGEND	
—8"—W	8" DIP (CL 350) WATER LINE
—6"—W	6" DIP (CL 350) WATER LINE
—12"—W	12" DIP (CL 350) WATER LINE
—FM	SANITARY SEWER FORCE MAIN
—E	UNDERGROUND POWER
⊙	GRINDER PUMP
⊗	GATE VALVE
⊕	FIRE HYDRANT ASSEMBLY
⊙	WATER METER
⊙	BLOW-OFF VALVE



ALABAMA
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PROJECT ADDRESS: CANAL RD., ORANGE BEACH, AL.

SHEET TITLE: SITE UTILITY PLAN C

PROJECT NAME: LOST BAY TOWNHOMES

DRAWN BY: AGL

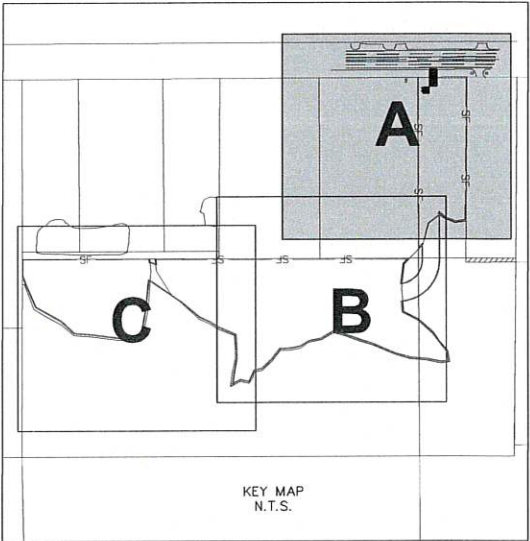
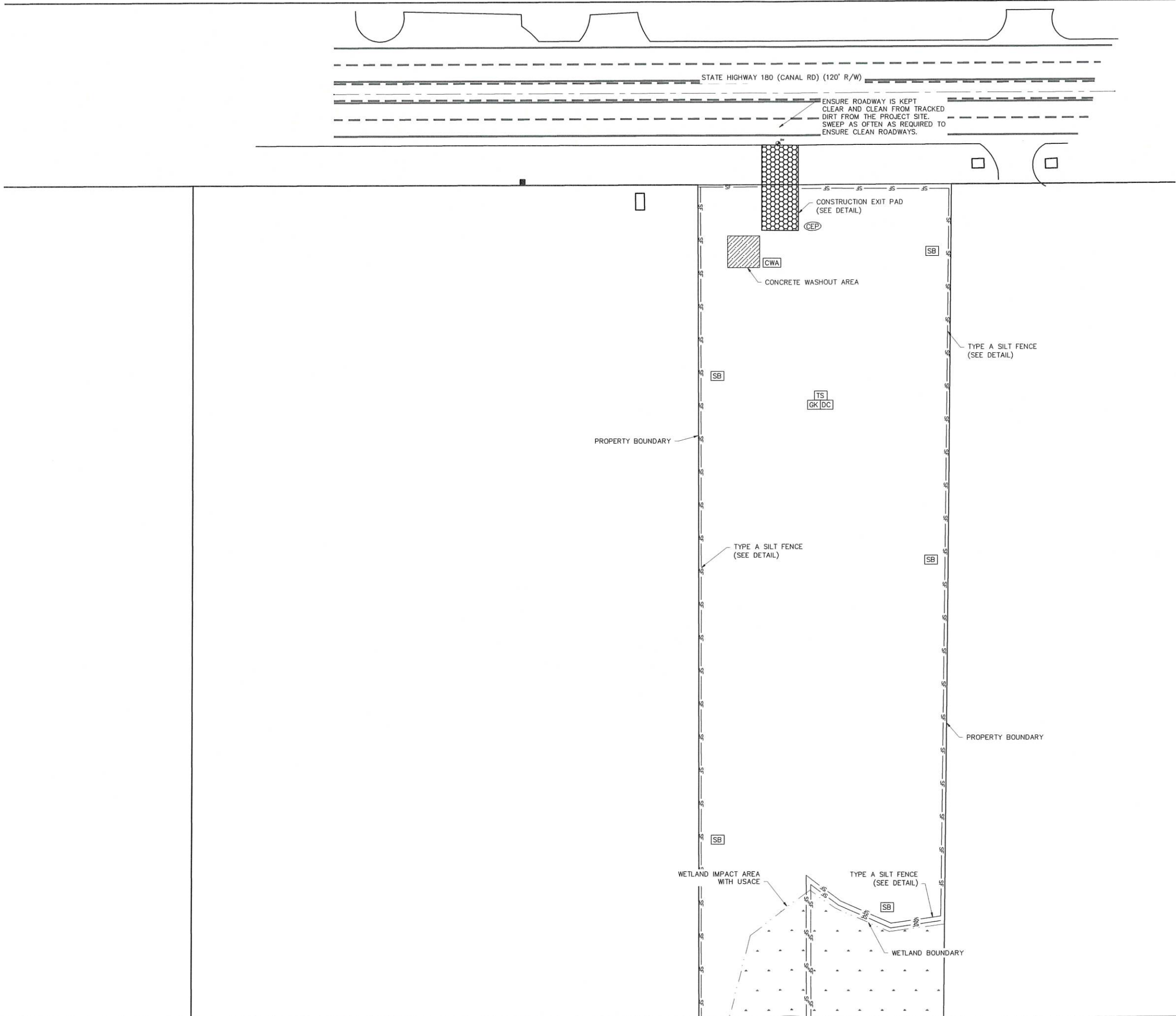
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PROJECT No.: F_DRH0010

CAD FILE: SITE UTILITY

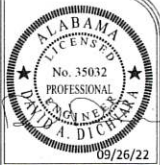
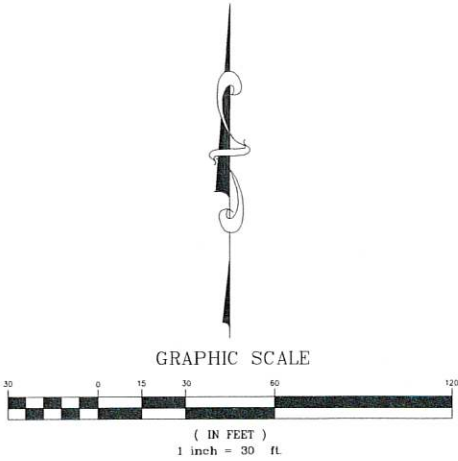
DATE: September 26, 2022

SHEET NO. 137 of 198



TEMPORARY EROSION CONTROL MEASURES LEGEND	
TS	TEMPORARY SEEDING
DC	DUST CONTROL
GK	GROUNDS KEEPING
SF	SILT FENCE (TYPE-A)
CEP	GRAVEL CONSTRUCTION EXIT PAD
CWA	CONCRETE WASHOUT AREA

- NOTES:
1. THE SEDIMENT AND EROSION CONTROL MEASURES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIRED. THE CONTRACTOR IS TO MAINTAIN AND ADD ADDITIONAL MEASURES AS NECESSARY TO ENSURE NO SEDIMENT LEAVES THE SITE.
 2. SEE SHEET C0.1 FOR EROSION CONTROL GENERAL NOTES.



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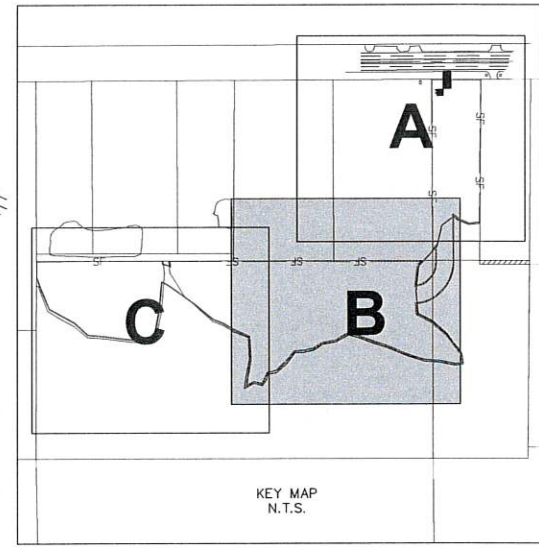
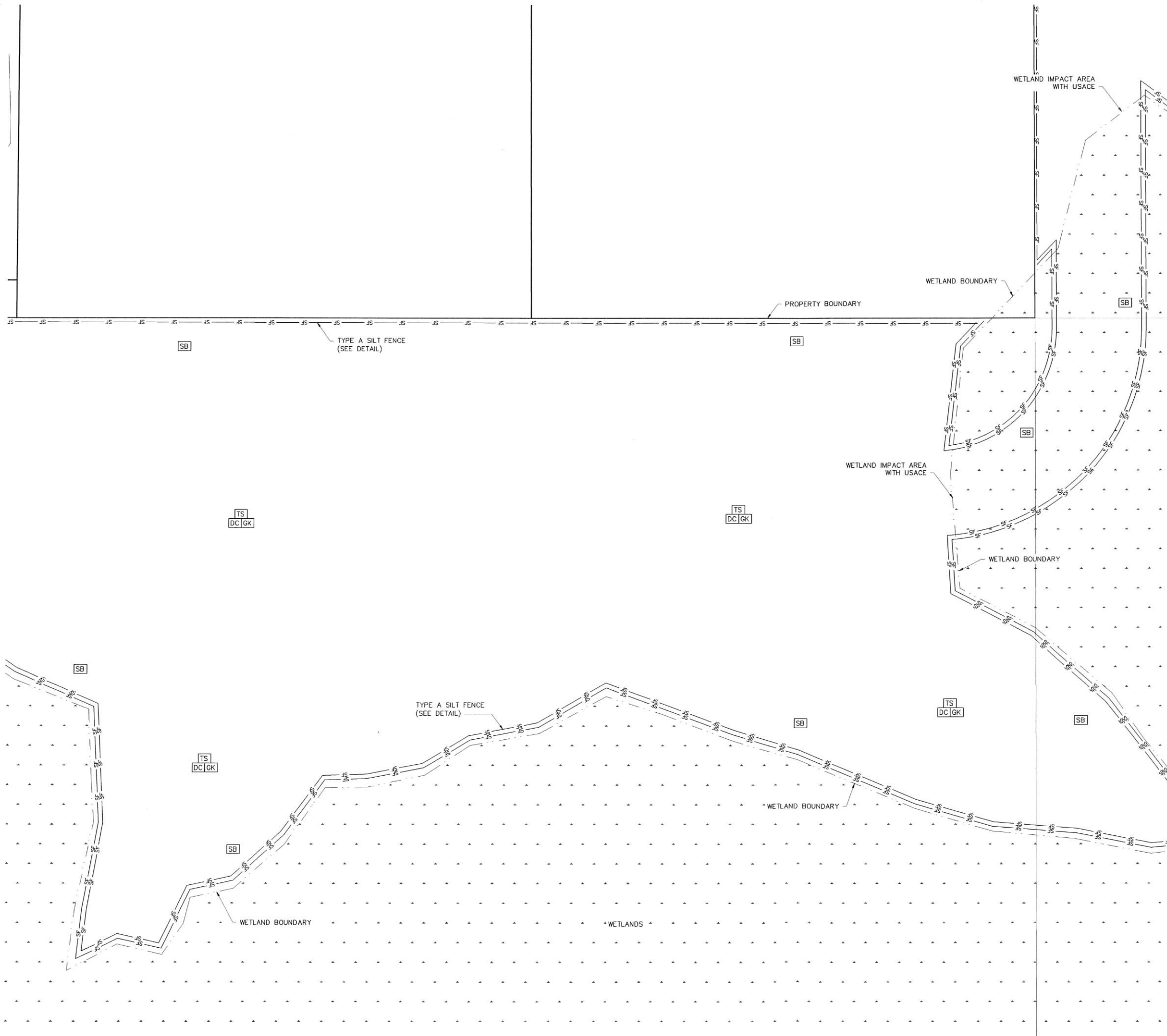
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PROJECT ADDRESS:
CANAL RD.
ORANGE BEACH, AL.

SHEET TITLE:
EROSION 1 PLAN A

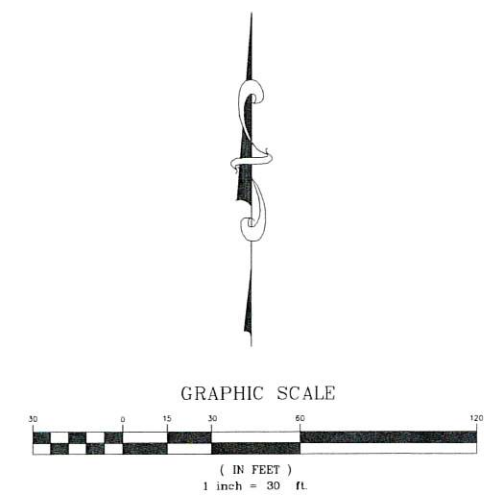
PROJECT NAME:
LOST BAY
TOWNHOMES

DRAWN BY: AGL
CHECKED BY: DAD
PROJECT No.: F_DRH0010
CAD FILE: EROSION-1
DATE: September 2, 2022



TEMPORARY EROSION CONTROL MEASURES LEGEND	
TS	TEMPORARY SEEDING
DC	DUST CONTROL
GK	GROUND S KEEPING
SF	SILT FENCE (TYPE-A)
CEP	GRAVEL CONSTRUCTION EXIT PAD
CWA	CONCRETE WASHOUT AREA

- NOTES:
1. THE SEDIMENT AND EROSION CONTROL MEASURES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIRED. THE CONTRACTOR IS TO MAINTAIN AND ADD ADDITIONAL MEASURES AS NECESSARY TO ENSURE NO SEDIMENT LEAVES THE SITE.
 2. SEE SHEET C0.1 FOR EROSION CONTROL GENERAL NOTES.



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09/26/22

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PROJECT ADDRESS:
CANAL RD.
ORANGE BEACH, AL.

SHEET TITLE:
EROSION 1 PLAN B

PROJECT NAME:
LOST BAY
TOWNHOMES

DRAWN BY:
AGL

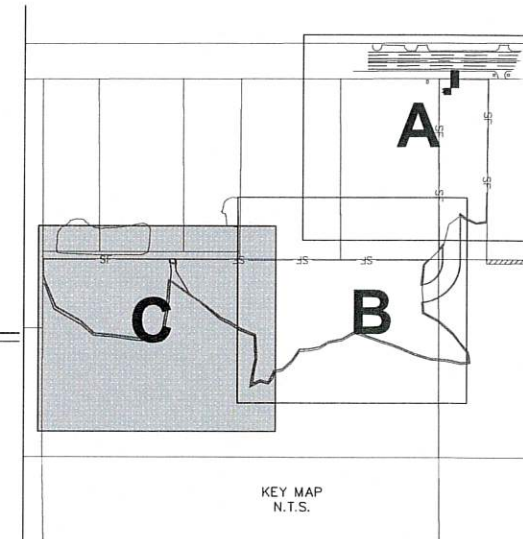
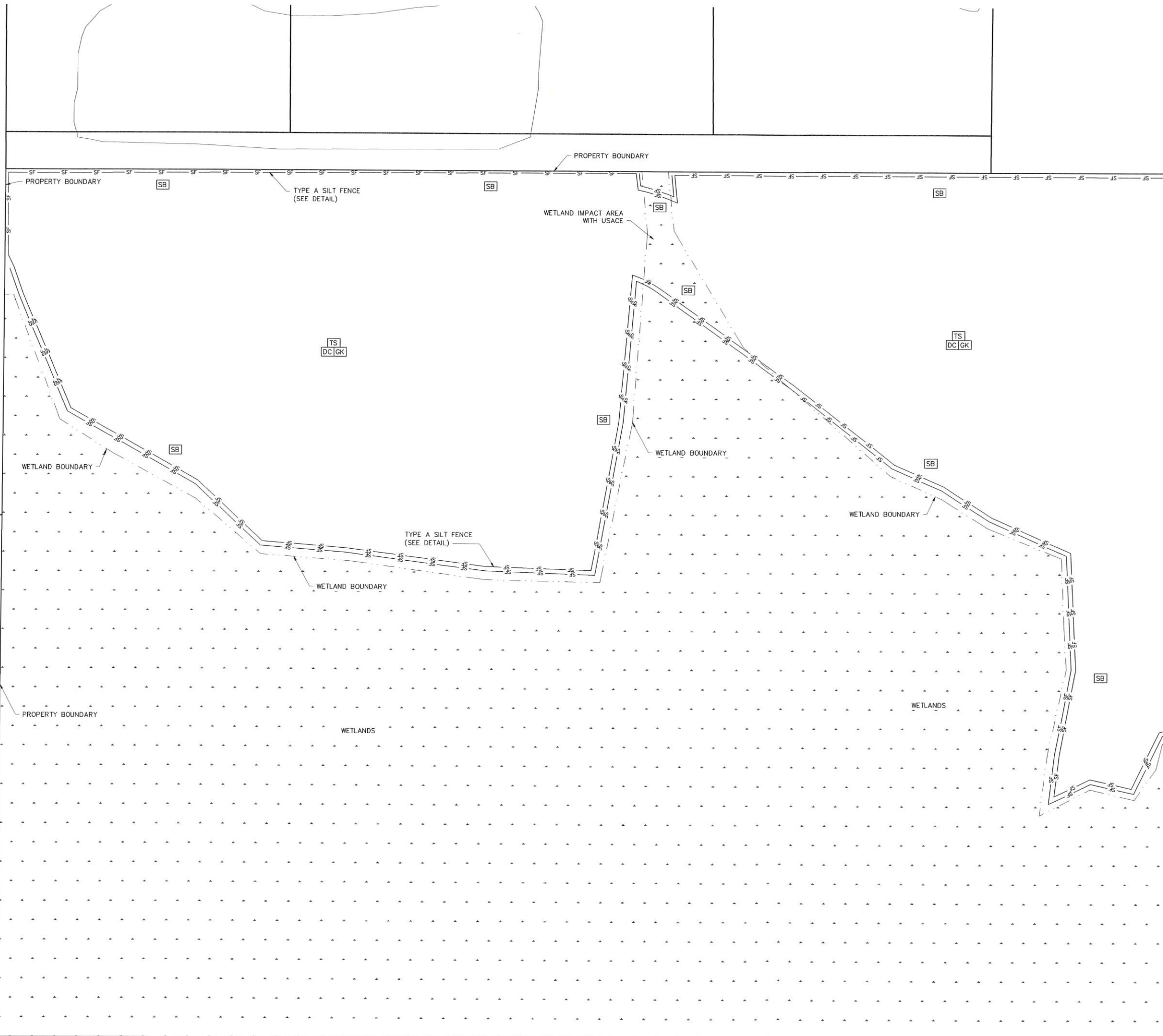
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PROJECT No.:
F_DRH0010

CAD FILE:
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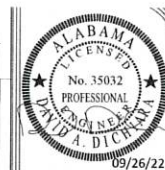
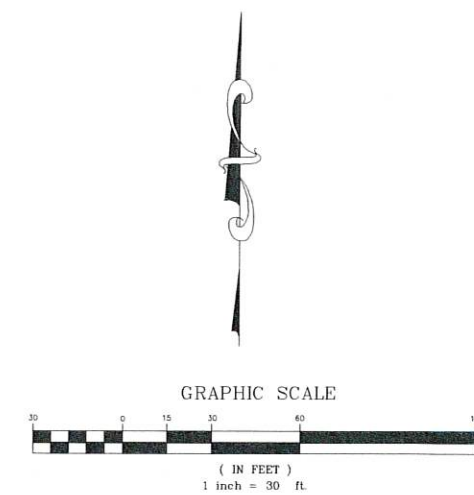
DATE:
September 2, 2022

SHEET NO.
Page 189 of 198



TEMPORARY EROSION CONTROL MEASURES LEGEND	
TS	TEMPORARY SEEDING
DC	DUST CONTROL
GK	GROUND'S KEEPING
SF	SILT FENCE (TYPE-A)
CEP	GRAVEL CONSTRUCTION EXIT PAD
CWA	CONCRETE WASHOUT AREA

- NOTES:
1. THE SEDIMENT AND EROSION CONTROL MEASURES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIRED. THE CONTRACTOR IS TO MAINTAIN AND ADD ADDITIONAL MEASURES AS NECESSARY TO ENSURE NO SEDIMENT LEAVES THE SITE.
 2. SEE SHEET C0.1 FOR EROSION CONTROL GENERAL NOTES.



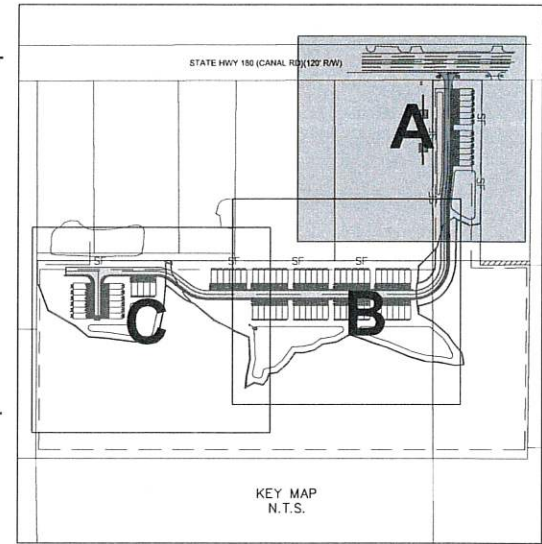
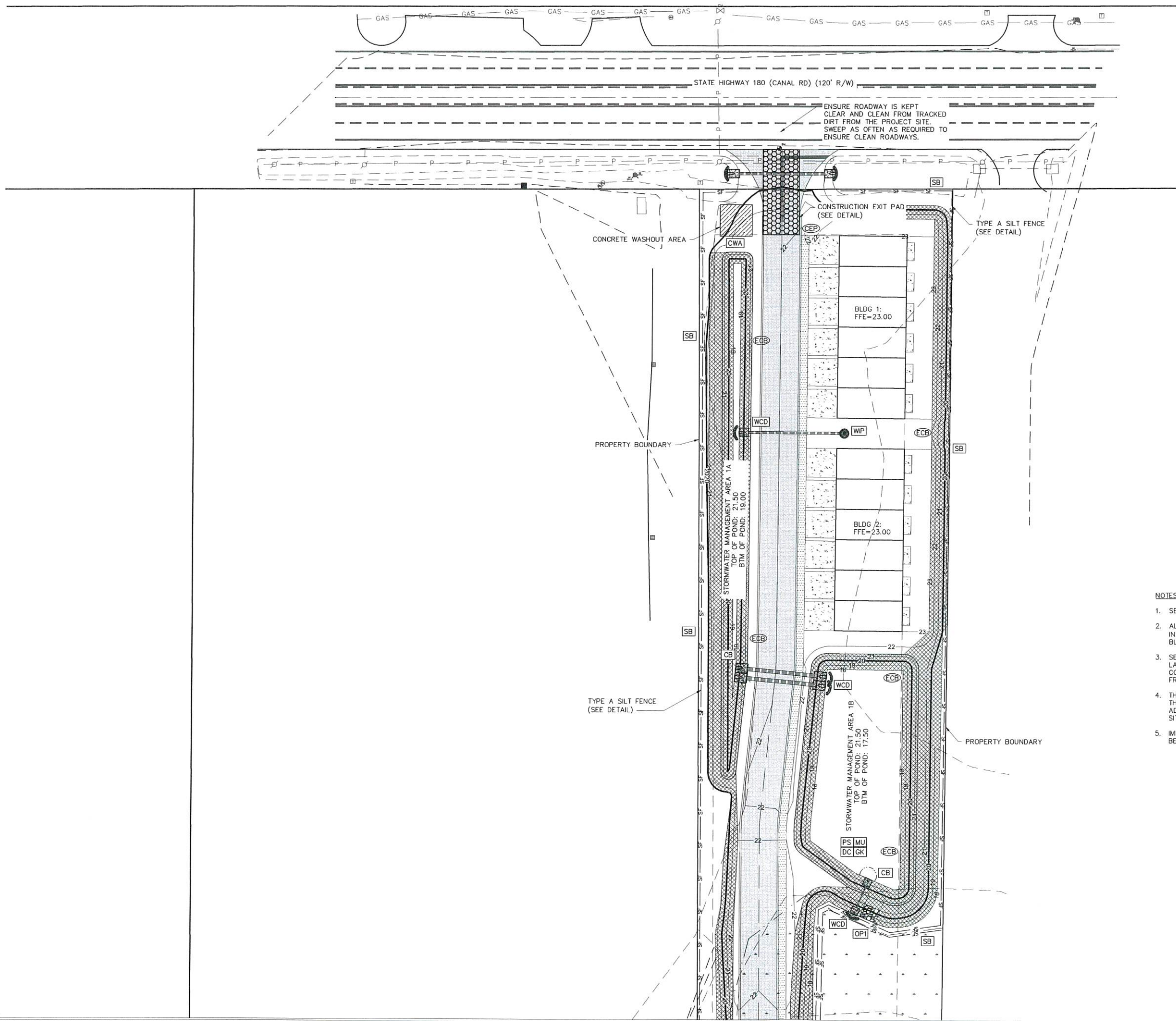
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PROJECT ADDRESS:
CANAL RD.
ORANGE BEACH, AL.
SHEET TITLE
EROSION 1 PLAN C

PROJECT NAME:
LOST BAY
TOWNHOMES

DRAWN BY: AGL
CHECKED BY: DAD
PROJECT No.: F DRH0010
CAD FILE: EROSION-1
DATE: September 2, 2022
SHEET No.: C5.2

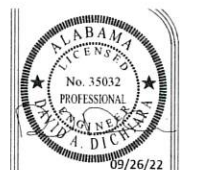
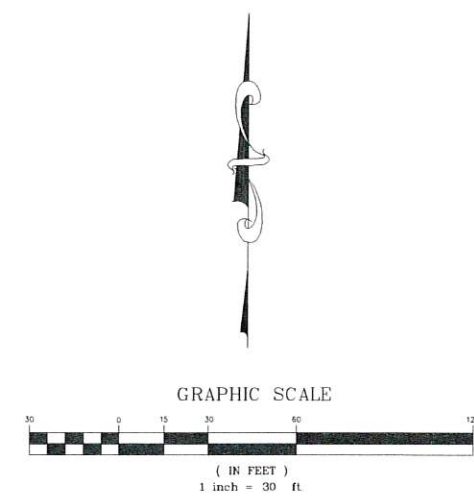


TEMPORARY EROSION CONTROL MEASURES LEGEND

PS	PERMANENT SEEDING
MU	MULCHING
DC	DUST CONTROL
GK	GROUNDS KEEPING
SF	SILT FENCE
CEP	GRAVEL CONSTRUCTION EXIT PAD
IP1	DANDY INLET PROTECTION
WIP	WATTLE INLET PROTECTION
CWA	CONCRETE WASHOUT AREA
WCD	WATTLE CHECK DAM
CB	COIR BAFFLE
ECB	EROSION CONTROL BLANKET
OP1	OUTLET PROTECTION

NOTES:

- SEE SHEET C0.1 FOR GENERAL EROSION CONTROL NOTES.
- ALL SLOPES 3:1 AND GREATER SHALL HAVE EROSION CONTROL BLANKET INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. EROSION CONTROL BLANKETS SHALL BE NORTH AMERICAN GREEN SC150 OR APPROVED EQUAL.
- SEE LANDSCAPING PLAN FOR COORDINATION OF FINAL SITE STABILIZATION AND LANDSCAPING. ENSURE ALL AREAS DISTURBED ON SITE ARE STABILIZED AT COMPLETION OF PROJECT AND ALL CONSTRUCTION DEBRIS HAS BE REMOVED FROM SITE.
- THE SEDIMENT AND EROSION CONTROL MEASURES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIRED. THE CONTRACTOR IS TO MAINTAIN AND ADD ADDITIONAL MEASURES AS NECESSARY TO ENSURE NO SEDIMENT LEAVES THE SITE.
- IMMEDIATELY PRIOR TO FINAL STABILIZATION, ALL SILT AND SEDIMENT SHALL BE CLEARED FROM THE STORMWATER POND.



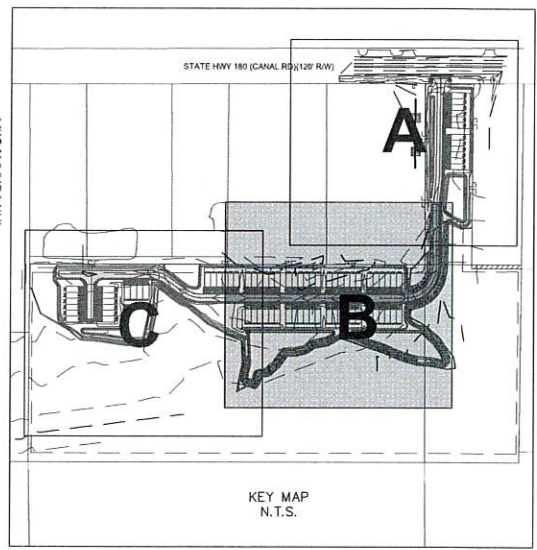
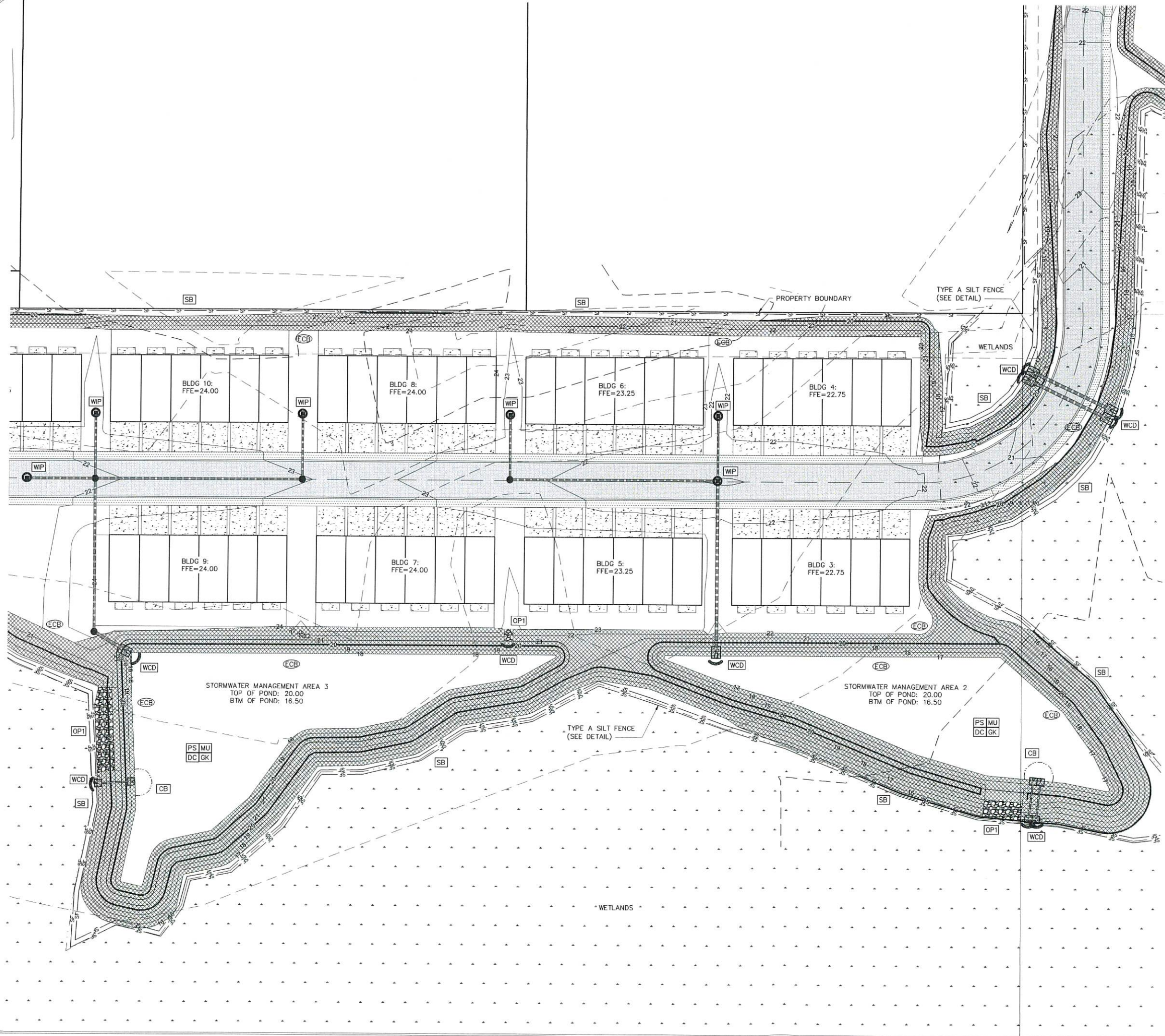
EDG
ENGINEERING DESIGN GROUP
PELHAM, AL
120 BISHOP CIRCLE SUITE 300
PELHAM, AL 35124
(205) 493-9158
FOLEY, AL
1009 E. LAUREL STREET
FOLEY, AL 36535
(251) 943-8960

ISSUE
REVISIONS
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PROJECT ADDRESS:
CANAL RD.
ORANGE BEACH, AL.
SHEET TITLE:
EROSION 2 PLAN A

PROJECT NAME:
LOST BAY
TOWNHOMES

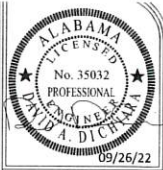
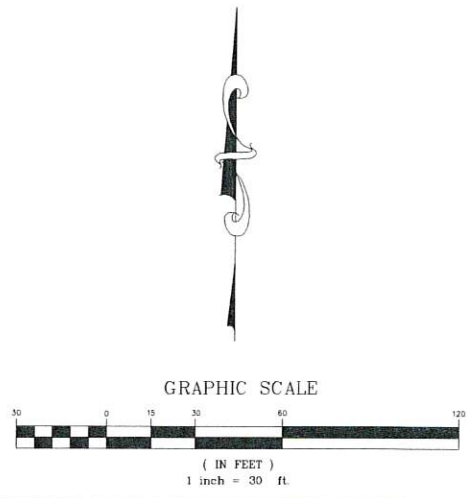
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AGL
CHECKED BY:
DAD
PROJECT No.:
F-DRH0010
CAD FILE:
EROSION-2
DATE:
September 26, 2022



TEMPORARY EROSION CONTROL MEASURES LEGEND

PS	PERMANENT SEEDING
MU	MULCHING
DC	DUST CONTROL
GK	GROUNDS KEEPING
SF	SILT FENCE
CEP	GRAVEL CONSTRUCTION EXIT PAD
IP1	DANDY INLET PROTECTION
WIP	WATTLE INLET PROTECTION
CWA	CONCRETE WASHOUT AREA
WCD	WATTLE CHECK DAM
CB	COIR BAFFLE
ECB	EROSION CONTROL BLANKET
OP1	OUTLET PROTECTION

- NOTES:
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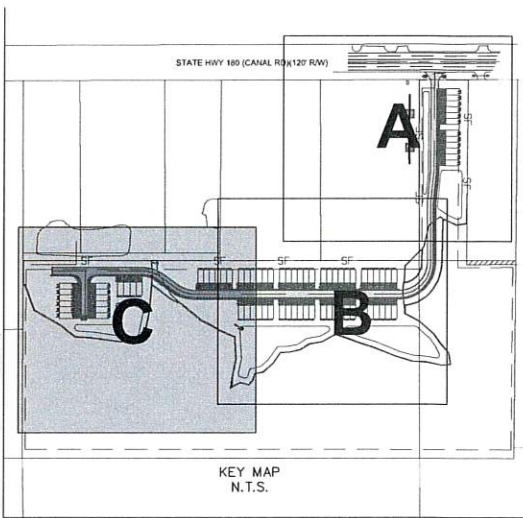
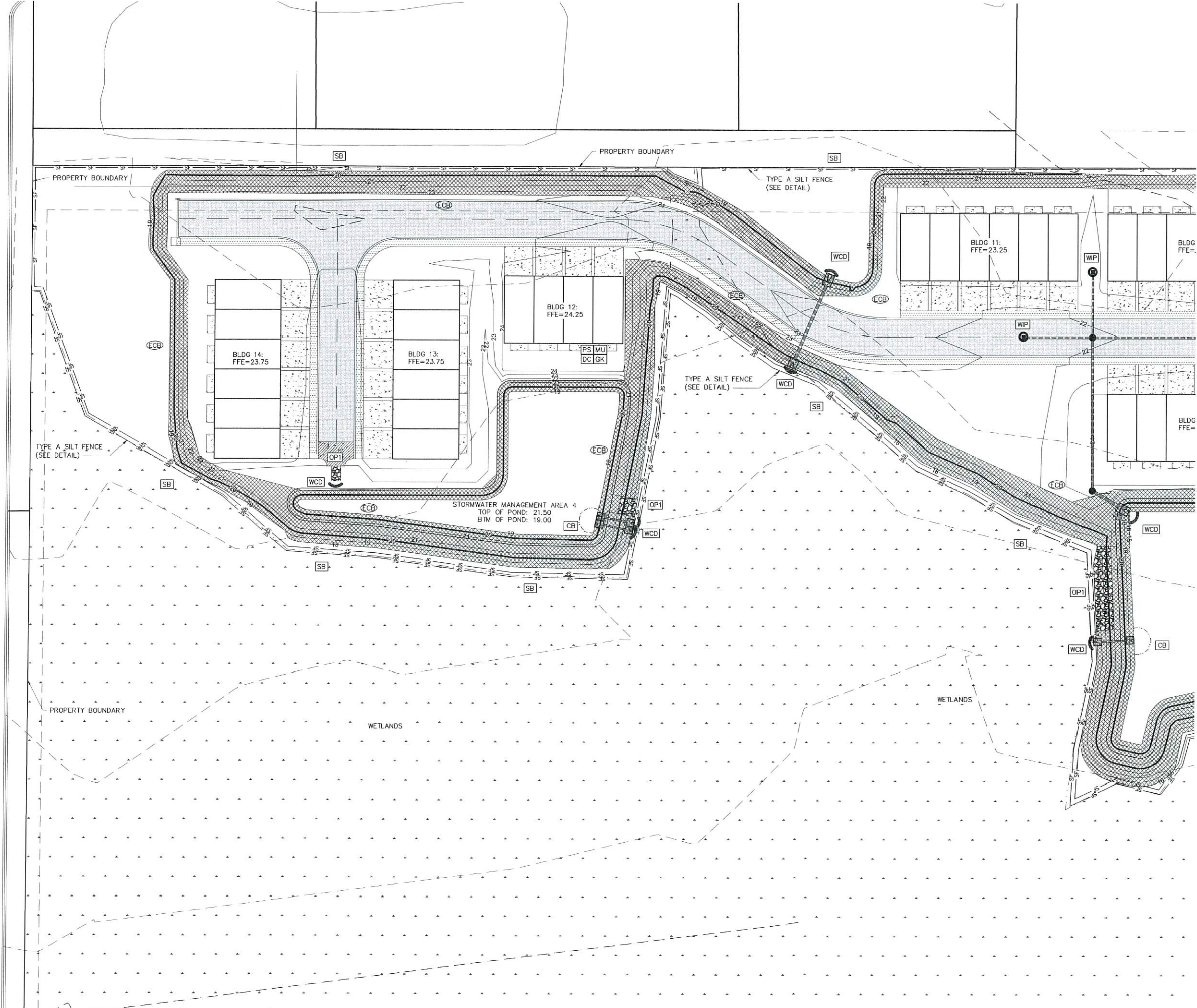
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CANAL RD.
ORANGE BEACH, AL.

EROSION 2 PLAN B

LOST BAY
TOWNHOMES

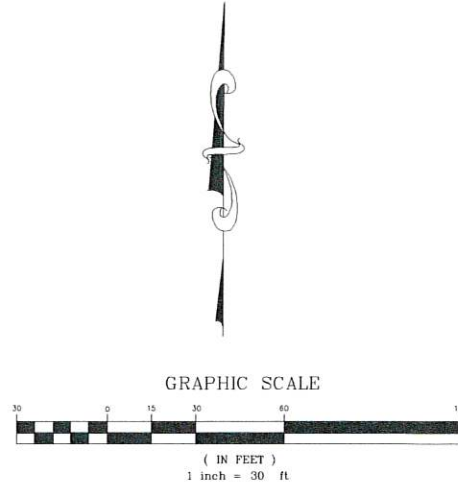
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CHECKED BY: DAD
PROJECT No.: F_DRH010
CAD FILE: EROSION-2
DATE: September 26, 2022



TEMPORARY EROSION CONTROL MEASURES LEGEND

PS	PERMANENT SEEDING
MU	MULCHING
DC	DUST CONTROL
GK	GROUNDS KEEPING
SF	SILT FENCE
CEP	GRAVEL CONSTRUCTION EXIT PAD
IP1	DANDY INLET PROTECTION
WIP	WATTLE INLET PROTECTION
CWA	CONCRETE WASHOUT AREA
WCD	WATTLE CHECK DAM
CB	COIR BAFFLE
ECB	EROSION CONTROL BLANKET
OP1	OUTLET PROTECTION

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ALABAMA
LICENSED
No. 35032
PROFESSIONAL
ENGINEER
DAVID A. DICHA
09/26/22

EDG

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ISSUED FOR REVIEW & COMMENTS-09/26/22

PROJECT ADDRESS:
CANAL RD.
ORANGE BEACH, AL.

SHEET TITLE
EROSION 2 PLAN C

PROJECT NAME:
LOST BAY
TOWNHOMES

DRAWN BY:
AGL

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DAD

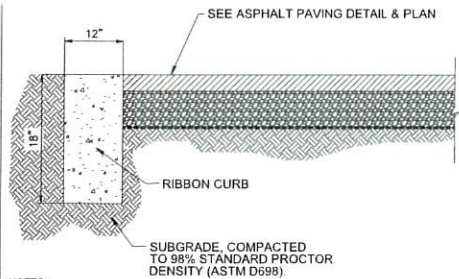
PROJECT No.:
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CAD FILE:
EROSION-2

DATE:
September 26, 2022

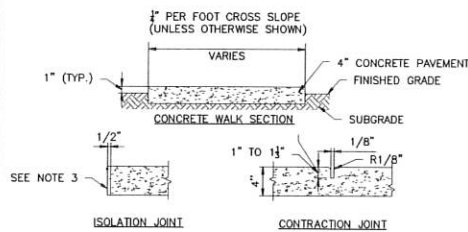
SHEET No.:
C5.5

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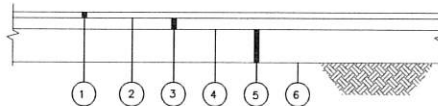
- NOTES:
- CONCRETE SHALL HAVE BREAKING STRENGTH OF 3000 P.S.I. AFTER 28 DAYS.
 - EXPANSION JOINTS SHALL BE PROVIDED AT:
 - EACH POINT OF TANGENCY.
 - EACH COLD JOINT.
 - EACH SIDE OF INLET STRUCTURES.
 - EACH END OF DRIVEWAYS.
 - MATERIAL SHALL BE PRE-MOLDED, ASPHALTIC IMPREGNATED, NON-EXTRUDING, WITH A THICKNESS OF 1/2 INCH.
 - CONTRACTION JOINTS SHALL BE PROVIDED EVERY 15' O/C. JOINTS SHALL BE 1/2 INCH WIDE AND AT LEAST 1 1/2 INCHES DEEP.

12" CONCRETE RIBBON CURB
N.T.S.



- NOTES:
- CONTRACTION (SAW CUT) JOINTS TO BE EVERY 5 TO 8 FEET WITH A MAXIMUM SPACING OF TWICE THE SLAB THICKNESS IN FEET; CUT TO A DEPTH OF 1" MINIMUM TO 1 1/2" MAXIMUM.
 - CUT CONTRACTION JOINTS BETWEEN 2 HOURS AND 12 HOURS OF CONCRETE PLACEMENT.
 - PLACE ISOLATION JOINTS WHEN ADJACENT TO BUILDINGS, CURBS, ETC. USE A 1/2" THICK PRE-MOLDED EXPANSION JOINT FILLER CONFORMING TO ASTM D1751 OR D1752 TO CREATE A BOND BREAK. INSTALL JOINT SEALER OVER JOINT FILLER.
 - CONCRETE TO BE 4000 PSI COMPRESSIVE STRENGTH UNLESS OTHERWISE NOTED.
 - PLACE SIDEWALK ON COMPACTED SUBGRADE - 98% STANDARD PROCTOR DENSITY (ASTM D698) UNLESS OTHERWISE NOTED.

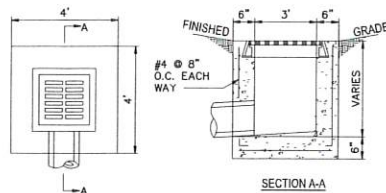
TYPICAL SIDEWALK DETAIL
N.T.S.



- REQUIRED 1.5" IMPROVED BITUMINOUS CONCRETE, WEARING LAYER (ALDOT 424A)
- REQUIRED TACK COAT (ALDOT 405).
- REQUIRED 2" BITUMINOUS CONCRETE UPPER BINDER LAYER (ALDOT 424B).
- REQUIRED BITUMINOUS TREATMENT (PRIME) (ALDOT 401, TYPE A).
- REQUIRED 8" CRUSHED AGGREGATE BASE COURSE, TYPE B, (ALDOT 825).
- SUBGRADE: TOP 12 INCHES - 98% COMPACTION (ASTM D-698).

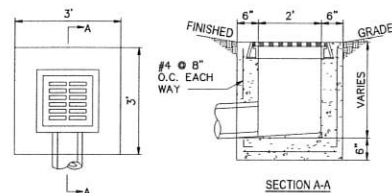
NOTE: ALL MIX DESIGNS ARE PER THE "ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION" - 2018 EDITION.

HEAVY DUTY ASPHALT PAVING
N.T.S.



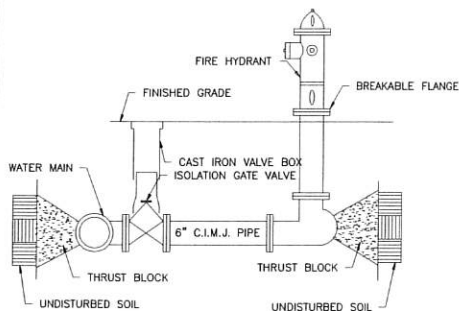
- NOTES:
- FOR INLETS IN HARDSCAPE PEDESTRIAN AREAS, INLET FRAME AND GRATE SHALL BE NEENAH R-3210-Q OR SIMILAR AND EQUAL.
 - IN LIEU OF CAST IN PLACE BOX, A PRECAST MANHOLE IS AN ACCEPTABLE ALTERNATE.
 - (*) TO ACCOMMODATE SKEWED PIPE, LARGER PIPE, SEVERAL PIPES, OR FIT OTHER CONDITIONS, IT MAY BE NECESSARY TO INCREASE ONE OR BOTH PLAN VIEW DIMENSIONS OF INLET BOX AND COVER SLAB.

GRATE INLET IN PAVED AREAS
N.T.S.



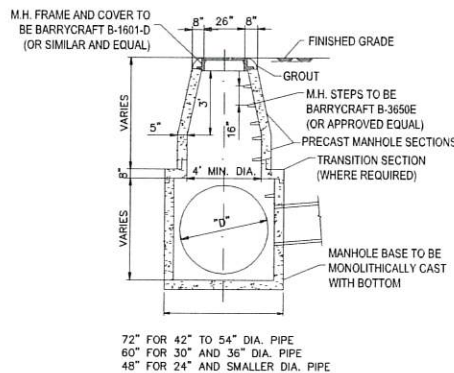
- NOTES:
- FOR INLETS IN LANDSCAPE AREAS, INLET FRAME AND GRATE SHALL BE NEENAH R-1879-ASG OR SIMILAR AND EQUAL.
 - IN LIEU OF CAST IN PLACE BOX, A PRECAST MANHOLE IS AN ACCEPTABLE ALTERNATE.
 - (*) TO ACCOMMODATE SKEWED PIPE, LARGER PIPE, SEVERAL PIPES, OR FIT OTHER CONDITIONS, IT MAY BE NECESSARY TO INCREASE ONE OR BOTH PLAN VIEW DIMENSIONS OF INLET BOX AND COVER SLAB.

GRATE INLET IN LANDSCAPED AREAS
N.T.S.

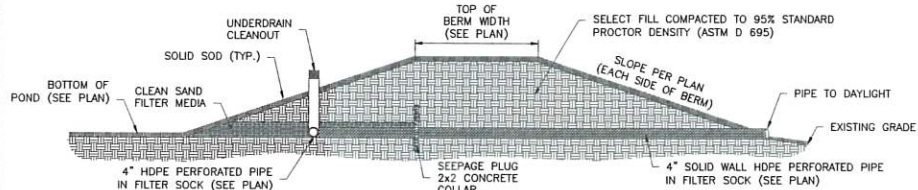


- FIRE HYDRANTS SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA C502 AND SHALL BE MUELLER IMPROVED A423 OR AMERICAN (B-84-B-5) AND SHALL BE SPACED NO FURTHER THAN 500 FEET APART OR NO FURTHER THAN 75 FEET FROM AN FDC.
- HYDRANTS SHALL HAVE A MAIN VALVE OPENING OF NOT LESS THAN 5 1/2 INCH. IT SHALL HAVE TWO 2 1/2-INCH HOSE CONNECTIONS AND ON 4 1/2-INCH PUMPER CONNECTION.
- HYDRANTS SHALL BE OF THE TRAFFIC MODEL TYPE PROVIDED WITH A BREAKAWAY FEATURE ON THE BARREL AND STEM.
- ALL FIRE HYDRANTS SHALL HAVE A 6-INCH GATE VALVE INSTALLED BETWEEN THE HYDRANT AND THE MAIN SO THAT HYDRANT CAN BE INDEPENDENTLY SHUT OFF. A HYDRANT "TEE" SHALL BE INSTALLED IN THE MAIN TO FACILITATE INSTALLATION OF THE VALVE, AND RESTRAINER GLANDS SHALL BE INSTALLED BETWEEN THE HYDRANT AND THE VALVE.
- EACH HYDRANT SHALL BE INSTALLED PLUMB, AND INSTALLED WITH THE BURY LINE AT FINISH GRADE.
- AS OF FEBRUARY 3, 2021 ALL FIRE HYDRANTS WILL HAVE 304 STAINLESS-STEEL HARDWARE AND STEM. THIS CHANGE IS BEING MADE TO HELP COMBAT CORROSION CAUSED BY MOTHER NATURE.

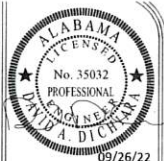
FIRE HYDRANT ASSEMBLY (OBWA)
N.T.S.



CONCRETE STORM MANHOLE
N.T.S.



POND SIDE DRAIN
N.T.S.



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ISSUE FOR REVIEW & COMMENTS-09/26/22

CANAL RD.
ORANGE BEACH, AL.

CIVIL DETAILS

PROJECT ADDRESS:

LOST BAY TOWNHOMES

DRAWN BY:

AGL

CHECKED BY:

DAD

PROJECT No.:

F DRH0010

CAD FILE:

DETAILS

DATE:

September 26, 2022

SHEET NO.

C6.0

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Species	Seeding Rates/Ac PLS 1	North	Central	South
Bahiagrass, Pensacola	40 lbs	-	Seeding Dates	Feb 1-Nov 1 2
Bermudagrass, Common	10 lbs	Apr 1-July 1	Mar 15-July 15	Mar 1-July 15
Bermudagrass, Common	30 lbs 5 lbs	-	Mar 1-July 1	Mar 1-July 15
Bermudagrass, Hybrid (Lawn Types)	Solid Sod	Anytime	Anytime	Anytime
Bermudagrass, Hybrid (Lawn Types)	Sprigs 1/sq ft	Mar 1-Aug 1	Mar 1-Aug 1	Feb 15-Sep 1
Fescue, Tall	40-50 lbs	Sep 1-Nov 1	Sep 1-Nov 1	-
Sericea	40-60 lbs	Mar 15-July 15	Mar 1-July 15	Feb 15-July 15
Sericea & Common Bermudagrass	40 lbs 10 lbs	Mar 15-July 15	Mar 1-July 15	Feb 15-July 15
Switchgrass, Alamo	4 lbs	Apr 1-Jun 15	Mar 15-Jun 15	Mar 15-Jun 15

Figure FS-1 Geographical Areas for Species Adaptation



Note: Site conditions related to soils and aspect in counties adjacent or close to county boundaries may justify adjustments in planting dates by qualified design professionals.

Table MU-1 Mulching Materials and Application Rates

Material	Rate Per Acre and (Per 1000 ft.2)	Notes
Straw (with Seed)	1 1/2 - 2 tons (70 lbs - 90 lbs)	Spread by hand or machine; anchor when subject to blowing.
Straw Alone (no seed)	2 1/2 - 3 tons (115 lbs - 160 lbs)	Spread by hand or machine; anchor when subject to blowing.
Wood Chips	5-6 tons (225 lbs - 270 lbs)	Treat with 12 lbs. nitrogen/ton.
Bark	35 cubic yards (0.8 cubic yard)	Can apply with mulch blower.
Pine Straw	1-2 tons (45 lbs - 90 lbs)	Spread by hand or machine; will not blow like straw.
Peanut Hulls	10-20 tons (450 lbs - 900 lbs)	Will wash off slopes. Treat with 12 lbs. nitrogen/ton.

TEMPORARY SEEDING AND MULCHING RATES

N.T.S.

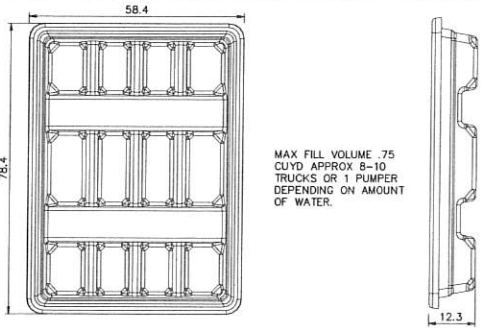


FIGURE 1.1 ABOVE GRADE, PORTABLE CONCRETE WASHOUT

EPA Compliant
LEED Compliant
NPDES Compliant
Complies with SWPPP Plan

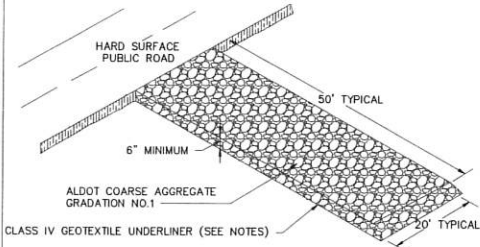
WASHOUT DETAIL

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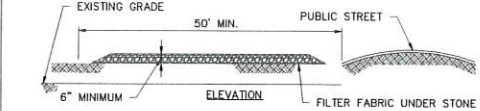
NOTES:

- CONTRACTOR SHALL HAVE CONCRETE RECYCLE BASIN ON SITE AND COLLECT CONCRETE WASTE AND WASHOUT PER LOCAL AND FEDERAL REGULATIONS. CONTRACTORS SHALL INSTRUCT TRUCK DRIVERS OF WASHOUT BASIN LOCATIONS.
- NEVER ALLOW WASHOUT MATERIALS OR WATER INTO DRAINAGE WAYS, WATER BODIES, WETLANDS OR IN THE RIGHT OF WAY AREA OF ROADWAYS.
- NEVER BURY WASTE MATERIAL.
- INSPECT BASIN AFTER EACH USE. REPLACE WHEN BASIN CAN NO LONGER SAFELY HOLD OR TRANSPORT WASHOUT.
- CONTRACTOR AND EQUIPMENT OPERATORS ARE RESPONSIBLE FOR MAINTENANCE, INSTALLATION AND COMPLIANCE WITH LOCAL AND FEDERAL REGULATIONS.

The Dumpster Guy
Alabama phone: 251-270-9633
Louisiana phone: 337-654-5278
office@thedumpsterguyusa.com
thedumpsterguyusa.com/concrete-washout-basins/



PLAN



SPECIAL NOTES :

1. A STABILIZED PAD OF CRUSHED STONE SPREAD OVER FILTER FABRIC SHALL BE LOCATED WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE TO OR FROM A PUBLIC STREET. THE STONE SHALL BE ALDOT GRADATION NO. 1 STONE. FILTER FABRIC SHALL BE NONWOVEN GEOTEXTILE CLASS IV OR EQUAL.
2. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC STREETS OR EXISTING PAVEMENT. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
3. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC STREETS MUST BE REMOVED IMMEDIATELY BY STREET CLEANING (NOT FLUSHING). WHEN NECESSARY, WHEELS MUST BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTERING A PUBLIC STREET. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT BASIN.
4. IF THE PAD SLOPE TOWARDS THE ROAD EXCEEDS 2%, A DIVERSION RIDGE 6" - 8" HIGH WITH 3:1 SIDE SLOPES MUST BE CONSTRUCTED ACROSS THE FOUNDATION APPROXIMATELY 15' AWAY FROM THE ROAD AND DRAIN INTO A SEDIMENT TRAP OR BASIN.

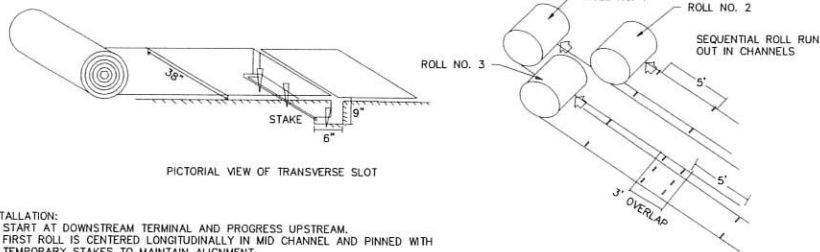
CONSTRUCTION EXIT PAD

N.T.S.

SB SILT FENCE - TYPE A

N.T.S.

ADEM



PICTORIAL VIEW OF TRANSVERSE SLOT

INSTALLATION:

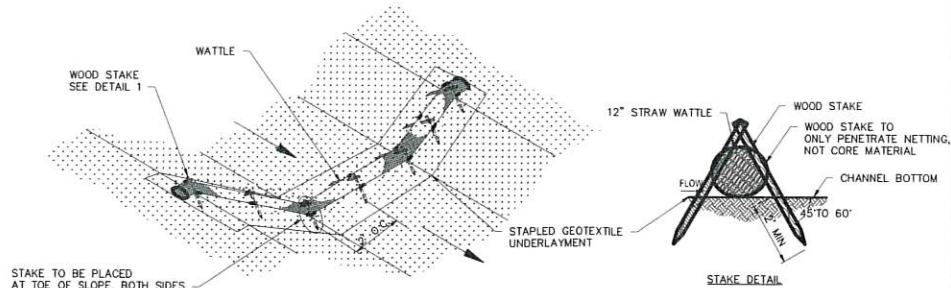
1. START AT DOWNSTREAM TERMINAL AND PROGRESS UPSTREAM.
2. FIRST ROLL IS CENTERED LONGITUDINALLY IN MID CHANNEL AND PINNED WITH TEMPORARY STAKES TO MAINTAIN ALIGNMENT.
3. SUBSEQUENT ROLLS FOLLOW IN STAGGERED SEQUENCE BEHIND FIRST ROLL. USE CENTER ROLL FOR ALIGNMENT TO CHANNEL CENTER.
4. WORK OUTWARDS FROM CHANNEL CENTER TO EDGE.
5. USE 3' OVERLAP AND STAKE AT 5' INTERVALS ALONG SEAMS.
6. USE 3' OVERLAPS AND SHINGLE DOWNSTREAM TO CONNECT LINING AT ROLL ENDS.
7. ANCHOR PRODUCTS SO THAT A CONTINUOUS, FIRM CONTACT (NO TENTING) WITH THE SOIL SURFACE/SEED BED IS MAINTAINED.

MAINTENANCE
INSPECT AFTER STORM EVENTS UNTIL VEGETATION IS ESTABLISHED FOR EROSION OR UNDERMINING BENEATH BLANKETS. IF ANY AREA SHOWS EROSION, PULL BACK THAT PORTION OF THE BLANKET, ADD TAMPED SOIL AND RESEED; THEN RESECURE THE BLANKETS.

IF BLANKETS SHOULD BECOME DISLOCATED OR DAMAGED, REPAIR OR REPLACE AND RESECURE IMMEDIATELY.

ECB EROSION CONTROL BLANKET

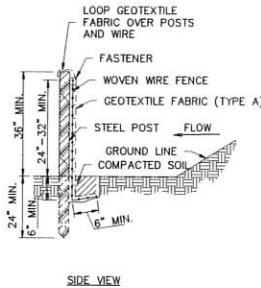
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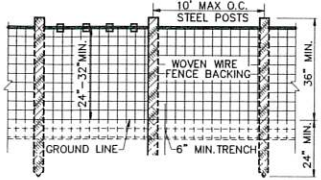
WATTLE CHECK DAMS TO BE INSTALLED WITHOUT TRENCHING AND ON TOP OF STAPLED GEOTEXTILE UNDERLAYMENT THAT EXTENDS A MINIMUM 3 FT. UP AND DOWNSTREAM FROM THE WATTLE. WATTLES MUST BE PROPERLY STAPLED WITH SOD STAPLES ON 10-INCH CENTERS ON EACH SIDE OF THE WATTLE TO PREVENT FLOTATION AND STAKED OVER THE TOP USING NON-DESTRUCTIVE TEE-PEE TYPE STAKING

WATTLE CHECK DAM

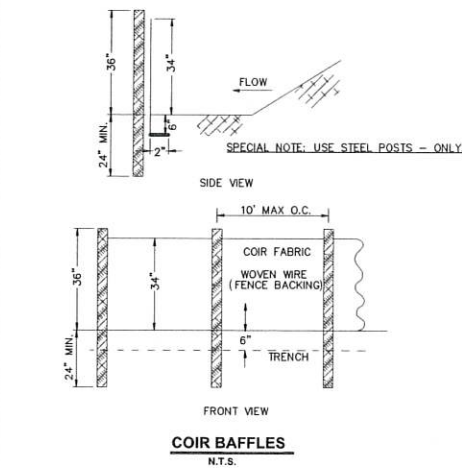
N.T.S.



SIDE VIEW

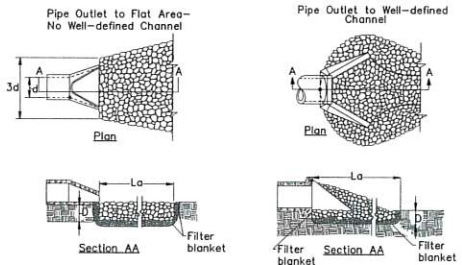


FRONT VIEW



COIR BAFFLES

N.T.S.

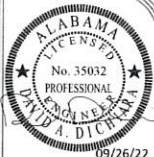


SPECIAL NOTES:

1. RIP RAP DISCHARGE APRON SHALL BE INSTALLED AT A ZERO SLOPE.
2. A FILTER BLANKET OR FILTER FABRIC SHOULD BE INSTALLED BETWEEN THE RIPRAP AND SOIL FOUNDATION.
3. DEPTH OF APRON SHALL BE NO LESS THAN 6".
4. FOR DETERMINING APRON LENGTH, WIDTH, AND MEDIAN STONE SIZE, REFER TO FIGURES OP-2 AND OP-3 FROM THE LATEST ALABAMA EROSION CONTROL HANDBOOK.
5. THE GRADATION OF RIPRAP SHALL BE PER TABLES OP-2 AND OP-3 FROM THE LATEST ALABAMA EROSION CONTROL HANDBOOK.

OP OUTLET PROTECTION

N.T.S.



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CANAL RD.,
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PROJECT ADDRESS:

SHEET TITLE

EROSION CONTROL DETAILS

LOST BAY TOWNHOMES

PROJECT NAME:

DRAWN BY:

AGL

CHECKED BY:

DAD

PROJECT No.:

F_DRH0010

CAD FILE

DETAILS

DATE:

September 26, 2022

SHEET NO.

Page 195 of 198

C6.1



**REGULAR CITY COUNCIL MEETING
JANUARY 28, 2025**

Departments: City Clerk

Description of Topic: First Reading - Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0103-PUD-25, Lost Bay Townhouses PUD.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2025-xxxx Amd 172 0103-PUD-25 Lost Bay Townhouses

ORDINANCE NO. 2025-xxxx

**AN ORDINANCE FURTHER AMENDING ORDINANCE NO. 172,
CITY OF ORANGE BEACH ZONING ORDINANCE,
LOST BAY TOWNHOUSES PLANNED UNIT DEVELOPMENT
PRELIMINARY AND FINAL PUD APPROVAL
(#0103-PUD-25)**

FINDINGS:

1. The following proposed amendment to the City of Orange Beach Zoning Ordinance has been heard and considered by the Orange Beach Planning Commission in Public Session after the required public advertisement period.
2. The City Council of the City of Orange has held the required Public Hearing after the required public advertisement period concerning the proposed amendment.

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

1. That the Zoning Ordinance of the City of Orange Beach as previously amended is hereby further amended for the property described;
2. That the zoning classification is hereby rezoned from GB (General Business) to PUD (Planned Unit Development) for the property legally described as follows:

25AC(C) S1/2 OF NW1/4 OF SW1/4 AND-W1/2 OF SW1/4 OF NE1/4 OF SW1/4
SEC 5-T9S-T5E

*Tax Parcel ID #05-65-03-05-0-000-062.000, PPIN #47431
0 McDuffie Lane*

167.8' X 644'(S) THE W1/2 OF THE W1/2 OF THE NW1/4 OF THE NE1/4 OF THE
SW1/4 LESS RD R/W SEC 5-T9S-R5E

*Tax Parcel ID #05-65-03-05-0-000-059.001, PPIN #58938
0 Canal Road*

3. That the Zoning Ordinance of the City of Orange Beach as previously amended is hereby further amended to approve the preliminary and final PUD for Lost Bay Townhouses, converting a multi-family residential development with 82 units into a townhouse subdivision containing 82 lots, pursuant to application #0103-PUD-25 on file with the Department of Community Development;
4. That all ordinances or parts of ordinances in conflict are, to the extent of such conflict, repealed; and
5. 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