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

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

REGULAR CITY COUNCIL MEETING AGENDA

I. **Call to Order**

II. **Invocation**

III. **Pledge of Allegiance**

IV. **Roll Call**

V. **Consideration of Agenda**

VI. **Consideration of Previous Minutes**

1. Regular Council Meeting 01/07/2025
2. Committee of the Whole 01/07/2025

VII. **Reports of Officers/Committees**

VIII. **Auditing of Accounts**

1. Vendor Checks

IX. **Presentation(s)**

X. **Recognitions**

XI. **Unfinished Business**

Miscellaneous

Resolutions

Ordinances

XII. **New Business**

Miscellaneous

Resolutions

1. Resolution appropriating funds to the Pensacola and Perdido Bays Estuary Program in the amount of $20,000.

2. Resolution rejecting all bids for Two Vehicles for the Community Development Department.

3. Resolution awarding the proposal for Pouring and Vending Rights to Coca-Cola Bottling Company United-Central, LLC.

4. Resolution awarding the bid for Senior Center Renovations to The Green-Simmons Company, Inc., in an amount not to exceed $357,000 and per unit pricing.

5. Resolution awarding the bid for Library Renovations to Klarman & Day General Contractors, LLC, in an amount not to exceed $535,552.

6. Resolution authorizing execution of a professional services agreement with Sally Wyrick for water aerobics instruction at the Aquatics Center.

7. Resolution authorizing execution of a professional services agreement with Sharyon Miller for Ageless Grace Brain Fitness instruction at the Senior Center.

8. Resolution authorizing a franchise for Alabama Container Company, LLC, to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris.

9. Resolution authorizing a franchise for Bishop Enterprises, L.L.C., to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris.

10. Resolution authorizing a franchise for TBD Construction, LLC, dba Big Red, to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris.

11. Resolution authorizing a franchise for BFI Waste Services, LLC, dba Republic Services of Magnolia Springs, to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris.

12. Resolution authorizing the purchase of Three Vehicles for the Police Department through State Bid from McSweeney Auto Group Clanton, LLC, in the amount of $143,551.77.

13. Resolution authorizing the execution of a task order with Thompson Engineering, Inc., for construction inspection and administration services for the TAPAA-TA21(912) Sidewalk Project along Commercial Avenue in an amount not to exceed $54,542.21.

Public Hearings

Ordinances

1. First Reading - Ordinance amending Chapter 30 of the Code of Ordinances for the City of Orange Beach, Alabama, to add a new Article XII entitled, "Wildlife Friendly Lighting," to establish outdoor lighting standards for the protection of wildlife in the Beach Overlay District.

2. First Reading - Ordinance amending Chapter 2, Article V, Division 3, Section 2-242 of the Code of Ordinances for the City of Orange Beach to remove residency requirements for the Planning Commission's administrative official seat.

XIII. Public Comments

XIV. Adjourn

MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
JANUARY 7, 2025 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS

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

II. INVOCATION Pastor Jared Jones, Central Church Orange Beach

III. PLEDGE OF ALLEGIANCE Joe Johnson

IV. ROLL CALL

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

Absent: None

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Regular Council Meeting	12/03/2024
Committee of the Whole	12/03/2024

The reading was waived and minutes were approved as written.

VII. REPORTS OF OFFICERS/COMMITTEES

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

VIII. AUDITING OF ACCOUNTS

Motion made (Mitchell/Johnson) 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. Proclamation declaring January 9, 2025, as Joe Johnson Day. Mayor Kennon read aloud the proclamation recognizing Mr. Joe Johnson, whose 100th birthday is on January 9, 2025. Mr. Johnson is a World War II veteran and one of the founding citizens of the City of Orange Beach. Councilmembers thanked Mr. Johnson for his service and being instrumental in the incorporation of Orange Beach.

2. Proclamation declaring January 2025 as Human Trafficking Awareness Month. Mayor Kennon presented the proclamation to Tim Harry, Children's Rescue Initiative member.

XI. UNFINISHED BUSINESS

Resolutions

1. Resolution awarding the Request for Proposals for program administration services for the First Responders Safe Room project to EnCompass360, Inc. **Motion made (Blalock/Silvers) to postpone consideration until the next council meeting on January 21, 2025.** Vote unanimous in favor. **Motion passed.**

XII. NEW BUSINESS

Resolutions

1. Resolution authorizing execution of a Right of Entry Permit and License Agreement with The Nature Conservancy for the restoration of Robinson and Walker Islands. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

2. Resolution authorizing the execution of a professional services agreement with Coastal Wave Diagnostics, LLC, for cardiovascular screenings for city employees. **Motion made (Mitchell/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

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

4. Resolution authorizing the purchase of a Mower for the Golf Center through Sourcewell from Deere & Company in the amount of $49,949.52. **Motion made (Silvers/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

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

6. 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.

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

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

8. Resolution authorizing the execution of a professional services agreement with GeoCon Engineering & Materials Testing, Inc., for geotechnical analysis and construction materials testing services. **Motion made (Mitchell/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

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

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

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

12. Resolution authorizing the execution of a contract for law enforcement services with Baldwin County. **Motion made (Blalock/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

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

14. Resolution amending Resolution No. 24-150 to authorize the purchase of Four Vehicles for the Police Department through State Bid from Stivers Ford Lincoln, Inc., in the increased amount of $204,168. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

15. Resolution authorizing the purchase of real property from Cayman Grill, LLC, and authorizing the Mayor to negotiate and execute a real estate purchase agreement and such other documents as may be required to close the transactions contemplated herein. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

Public Hearings

1. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1202-PUDA-24, Terry Cove Harbor PUD, Lot 231 Rear Setback Variance.

   Griffin Powell, Planner II, presented the request for a minor modification to the Terry Cove Harbor Planned Unit Development (PUD) Master Plan for a waiver to the 5-foot rear setback requirement on Lot 231 of Terry Cove Harbor Phase Two Subdivision. The property is located at 26691 Terry Cove Drive.

Vince Burchfield, applicant, responded to a question from Council explaining why the house cannot be configured to fit within the existing setbacks.

Mayor and Council confirmed that the rear property line abuts unbuildable land owned by the Terry Cove Subdivision and that the request has been approved by the Terry Cove Subdivision Architectural Review Committee.

There being no further comments, the public hearing adjourned.

2. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1006-PUDA-24, Turquoise Place PUD Modification, Turquoise Place South Lot.

Griffin Powell, Planner II, presented the request for a major modification to the Turquoise Place Planned Unit Development (PUD) Master Plat for a six-unit condominium with a clubhouse and rooftop pool deck amenities on 1.17 acres between Turquoise Place and The Palms Condominium. The property is located at 26302 Perdido Beach Boulevard. The Planning Commission gave the request a favorable recommendation (5 in favor, 4 against).

George Irvine, attorney with Stone Crosby representing the Turquoise Place Condo Owners Association, spoke in opposition.

Kris Anderson, attorney representing the applicant, spoke in support.

Discussion covered the general topic of legal ownership of the property and whether the location of easements are fixed or flexible as long as the purpose of use was still provided.

Richard Nenstiel, 26550 Cotton Bayou Drive, spoke in opposition.

Forrest Daniell, architect for the applicant, addressed concerns regarding green space and continued provision of an emergency access corridor for the City of Orange Beach. Kris Anderson also spoke about landscaping requirements.

Brent Williams, Turquoise Place resident, spoke in opposition.

Madge Williams, Turquoise Place resident, spoke in opposition.

Karen Nenstiel, 26550 Cotton Bayou Drive, spoke in opposition.

John Hansen, 26266 Perdido Beach Boulevard (The Palms), spoke in opposition.

Carlton McMasters, 26268 Perdido Beach Boulevard (The Palms), asked for clarification on property ownership. David Walker, attorney with Galloway, Wettermark & Rutens representing the city, confirmed that the property is currently owned by the City of Orange Beach, but that a land swap contract has been signed and that the property will be owned by Larry Wireman.

Karen Nenstiel raised additional concerns.

Cynthia Dore, The Palms Condo Owners Association President, spoke in opposition.

Cathy Ridling, The Palms resident, spoke in opposition.

Ruth Niedrich, The Palms resident, spoke in opposition.

Larry Wireman, developer, spoke in defense of the request.

George Irvine, Brent Williams, and Madge Williams gave additional comments.

John “Tater” Harris, 27276 St. Lucia Drive, asked what could be built by-right without a PUD. Mayor Kennon responded that nothing could be built otherwise.

Ron Niedrich, The Palms resident, asked if The Palms could have legal representation at any upcoming attorney meetings. Mayor Kennon responded that he is not sure that attorneys will allow a party without legal interest into the negotiation.

There being no further comments, the public hearing adjourned.

3. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1104-PUD-24, Roscoe Road Townhouses PUD.

   Griffin Powell, Planner II, presented the request for preliminary and final approval to rezone 8.53 acres from Multi-Family Residential Low to Medium Density (RM-1) to Planned Unit Development (PUD) for the purpose of converting a multi-family residential development with 60 units into a townhouse subdivision. The property is located on Roscoe Road. The Planning Commission gave the request a favorable recommendation (7 in favor, 0 against).

   There being no comments, the public hearing adjourned.

Ordinances

1. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1202-PUDA-24, Terry Cove Harbor PUD, Lot 231 Rear Setback Variance. **Motion made (Silvers/Boyd) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0). Motion made (Silvers/Boyd) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**

2. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1006-PUDA-24, Turquoise Place PUD Modification, Turquoise Place South Lot. No action taken. Ordinance will move to a second reading.

3. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1104-PUD-24, Roscoe Road Townhouses PUD. **Motion made (Boyd/Silvers) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0). Motion made (Silvers/Blalock) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**

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: 7:39 P.M.

APPROVED this the 4th day of February, 2025.

_____
Renee Eberly
City Clerk

MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
JANUARY 7, 2025 – 7:39 P.M.
CITY HALL – COUNCIL CHAMBERS

The Orange Beach City Council met to review potential items for the January 21, 2025, agenda.

The following members were present:

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

The following members were absent:

None

The following items were discussed:

1. Discuss policies, procedures, and schedule of fees for the Orange Beach Shooting Facility.
2. Resolution appointing Larry Ramirez to the Library Board.
3. Resolution appropriating funds to support the Safe Harbor Animal Coalition in the amount of $10,000 for FY2025.
4. Resolution authorizing the execution of a development agreement with Wharf Landing, LLC.
5. 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.
6. 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.
7. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0103-PUD-25, Lost Bay PUD on January 21, 2025.

Public Comments:

None

There being no further business, the meeting adjourned.

Time: 7:45 P.M.

APPROVED this 4th day of February, 2025.

_____
Renee Eberly
City Clerk

Check Register for 1/23/2025 to 1/7/2026 & Check Numbers 0 to 2147483647
Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
Check Run: 7505					
*****	01/31/2025	8652 BRENNAN JOULLIAN	Check	No	340.00
Purchase Order #: 0		*Voucher #:* 158914	*Invoice #:* 11702		340.00
Invoice Description:		FTBLL/ BSKTBLL REF 1/11-1/14//25			
001-301-612 PROFESSIONAL FEES				340.00	
*****	01/31/2025	8656 BRETT BLEVINS	Check	No	160.00
Purchase Order #: 0		*Voucher #:* 158915	*Invoice #:* 11707		160.00
Invoice Description:		FTBLL REF 1/11/25			
001-301-612 PROFESSIONAL FEES				160.00	
*****	01/31/2025	8657 CALVIN DULANEY	Check	No	135.00
Purchase Order #: 0		*Voucher #:* 158917	*Invoice #:* 11712		135.00
Invoice Description:		BSKTBLL REF 1/14/25			
001-301-612 PROFESSIONAL FEES				135.00	
*****	01/31/2025	7921 CHASE HOYLE	Check	No	45.00
Purchase Order #: 0		*Voucher #:* 158918	*Invoice #:* 11710		45.00
Invoice Description:		FTBLL REF 1/11/25			
001-301-612 PROFESSIONAL FEES				45.00	
*****	01/31/2025	8655 CLARENCE HOSEA	Check	No	135.00
Purchase Order #: 0		*Voucher #:* 158919	*Invoice #:* 11713		135.00
Invoice Description:		BSKTBLL REF 1/14/25			
001-301-612 PROFESSIONAL FEES				135.00	
*****	01/31/2025	8437 CADEN CUCCIA	Check	No	190.00
Purchase Order #: 0		*Voucher #:* 158916	*Invoice #:* 11705		190.00
Invoice Description:		FTBLL/ BSKTBLL REF 1/11-1/16/25			
001-301-612 PROFESSIONAL FEES				190.00	
*****	01/31/2025	7908 DAVID J. DALE	Check	No	205.00
Purchase Order #: 0		*Voucher #:* 158920	*Invoice #:* 11711		205.00
Invoice Description:		BSKTBLL REF 1/14-1/16/25			
001-301-612 PROFESSIONAL FEES				205.00	
*****	01/31/2025	7906 DERRILL L. HAMM	Check	No	510.00
Purchase Order #: 0		*Voucher #:* 158921	*Invoice #:* 11703		510.00
Invoice Description:		FTBLL/ BSKTBLL REF 1/11-1/14/25			
001-301-612 PROFESSIONAL FEES				510.00	
*****	01/31/2025	8633 DOUG WILSON	Check	No	135.00
Purchase Order #: 0		*Voucher #:* 158922	*Invoice #:* 11715		135.00
Invoice Description:		BSKTBLL REF 1/16/25			
001-301-612 PROFESSIONAL FEES				135.00	
*****	01/31/2025	8654 EMILY WATSON	Check	No	200.00
Purchase Order #: 0		*Voucher #:* 158923	*Invoice #:* 11716		200.00
Invoice Description:		FTBLL/ BSKTBLL REF 1/11-1/16/25			
001-301-612 PROFESSIONAL FEES				200.00	
*****	01/31/2025	7136 MACY R HART	Check	No	180.00
Purchase Order #: 0		*Voucher #:* 158924	*Invoice #:* 11714		180.00
Invoice Description:		BSKTBLL REF 1/14-1/16/25			
001-301-612 PROFESSIONAL FEES				180.00	
*****	01/31/2025	5892 RICHARD D. BLEVINS, JR.	Check	No	320.00

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
Purchase Order #: 0	*Voucher #:* 158925	*Invoice #:* 11706			320.00
Invoice Description: FTBLL/ BSKTBLL REF 1/11-1/16/25					
001-301-612 PROFESSIONAL FEES					320.00
***** 01/31/2025	7907 RICKY KNOWLES		Check	No	310.00
Purchase Order #: 0	*Voucher #:* 158926	*Invoice #:* 11708			310.00
Invoice Description: FTBLL/ BSKTBLL REF 1/11/25					
001-301-612 PROFESSIONAL FEES					310.00
***** 01/31/2025	7922 SEAN HOYLE		Check	No	175.00
Purchase Order #: 0	*Voucher #:* 158927	*Invoice #:* 11709			175.00
Invoice Description: FTBLL REF 1/11/25					
001-301-612 PROFESSIONAL FEES					175.00
			Check Run 7505 Check Total		**$3,040.00**
			Check Run 7505 Update Only		**$0.00**
			Check Run 7505 Total		**$3,040.00**
Check Run: 7510					
* ***** 02/05/2025	6719 A&B ELECTRIC CO OF MOBILE, INC		Check	No	3,846.73
Purchase Order #: 0	*Voucher #:* 158625	*Invoice #:* 31295			1,414.00
Invoice Description: AERATION BRDG RPR					
403-676-616 RPR/MAINT PLANT/BLDGS					1,414.00
Purchase Order #: 0	*Voucher #:* 158626	*Invoice #:* 31298			206.73
Invoice Description: WALL PK INSTALL					
403-676-616 RPR/MAINT PLANT/BLDGS					206.73
Purchase Order #: 0	*Voucher #:* 158773	*Invoice #:* 31278			1,923.00
Invoice Description: JOSEPHINE LS BRKR PNL INSTLL					
403-676-616 RPR/MAINT PLANT/BLDGS					1,923.00
Purchase Order #: 0	*Voucher #:* 158939	*Invoice #:* 31315			303.00
Invoice Description: SPORTSMAN LS DIAGNSTC					
403-676-616 RPR/MAINT PLANT/BLDGS					303.00
***** 02/05/2025	7501 ACE USA		Check	No	16,038.00
Purchase Order #: 250011	*Voucher #:* 158627	*Invoice #:* 278859 - GEN			16,038.00
Invoice Description: CANCER INS 2025					
001-175-480 INSURANCE/HEALTH					16,038.00
***** 02/05/2025	7498 ADVANCE AUTO PARTS		Check	No	4,808.02
Purchase Order #: 0	*Voucher #:* 158628	*Invoice #:* 3070			168.83
Invoice Description: #315 BATTERY					
001-410-622 RPR/MAINT VEHICLES			Accrual		168.83
Purchase Order #: 0	*Voucher #:* 158629	*Invoice #:* 9934			83.36
Invoice Description: STK ANTIFRZ					
404-677-516 SUPPLIES/OPERATING					83.36
Purchase Order #: 0	*Voucher #:* 158630	*Invoice #:* 9935			250.08
Invoice Description: STK ANTIFRZ					
001-200-516 SUPPLIES/OPERATING					250.08
Purchase Order #: 0	*Voucher #:* 158631	*Invoice #:* 9958			10.10
Invoice Description: STK HOSE CLAMPS					
001-210-516 SUPPLIES/OPERATING					10.10
Purchase Order #: 0	*Voucher #:* 158632	*Invoice #:* 9962			284.64
Invoice Description: STK OIL/ DEF FLD					
404-677-510 GAS/OIL					284.64

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
Purchase Order #: 0	*Voucher #:* 158633	*Invoice #:* 9963			322.08
Invoice Description: STK ANTFRZ/ BRK CLNR/ OIL ABSRBNT					
001-200-516 SUPPLIES/OPERATING				161.04	
001-210-516 SUPPLIES/OPERATING				161.04	
Purchase Order #: 0	*Voucher #:* 158634	*Invoice #:* 9988			399.28
Invoice Description: SPEED SIGN BTTRIES					
001-100-507 EQUIPMENT/SMALL				399.28	
Purchase Order #: 0	*Voucher #:* 158774	*Invoice #:* 03744			330.18
Invoice Description: STK OIL/ DEF FLD					
404-677-510 GAS/OIL				330.18	
Purchase Order #: 0	*Voucher #:* 158775	*Invoice #:* 5326			399.28
Invoice Description: #24-222 BATTERIES					
001-100-507 EQUIPMENT/SMALL				399.28	
Purchase Order #: 0	*Voucher #:* 158776	*Invoice #:* 5337			91.11
Invoice Description: #255 BATTERY					
001-100-622 RPR/MAINT VEHICLES				91.11	
Purchase Order #: 0	*Voucher #:* 158777	*Invoice #:* 5351			337.66
Invoice Description: #223 BATTERIES					
001-100-622 RPR/MAINT VEHICLES				337.66	
Purchase Order #: 0	*Voucher #:* 158778	*Invoice #:* 5353			168.83
Invoice Description: #255 BATTERY					
001-100-622 RPR/MAINT VEHICLES				168.83	
Purchase Order #: 0	*Voucher #:* 158779	*Invoice #:* 5536			83.90
Invoice Description: STK ANTIFRZ/ WPR FLD					
001-200-516 SUPPLIES/OPERATING				83.90	
Purchase Order #: 0	*Voucher #:* 158780	*Invoice #:* 65534			32.70
Invoice Description: STK SPK PLGS/ HOSE CLMPS					
001-210-516 SUPPLIES/OPERATING				32.70	
Purchase Order #: 0	*Voucher #:* 158940	*Invoice #:* 0726			381.46
Invoice Description: #700 RADIATOR/ HOSES					
001-200-622 RPR/MAINT VEHICLES				381.46	
Purchase Order #: 0	*Voucher #:* 158941	*Invoice #:* 0849			59.94
Invoice Description: STK DEF FLD					
404-677-510 GAS/OIL				59.94	
Purchase Order #: 0	*Voucher #:* 158942	*Invoice #:* 3732			150.64
Invoice Description: #230 SENSORS					
001-100-622 RPR/MAINT VEHICLES				150.64	
Purchase Order #: 0	*Voucher #:* 158943	*Invoice #:* 3783			150.64
Invoice Description: #233 SENSORS					
001-100-622 RPR/MAINT VEHICLES				150.64	
Purchase Order #: 0	*Voucher #:* 158944	*Invoice #:* 3876			27.74
Invoice Description: STK TRNSMSSN FLDS					
001-200-516 SUPPLIES/OPERATING				27.74	
Purchase Order #: 0	*Voucher #:* 158945	*Invoice #:* 5436			168.83
Invoice Description: #337 BATTERY					
001-410-622 RPR/MAINT VEHICLES				168.83	
Purchase Order #: 0	*Voucher #:* 158946	*Invoice #:* 5514			337.66
Invoice Description: #233 BATTERIES					
001-100-622 RPR/MAINT VEHICLES				337.66	
Purchase Order #: 0	*Voucher #:* 158947	*Invoice #:* 5537			337.66
Invoice Description: #281 BATTERIES					
001-100-622 RPR/MAINT VEHICLES				337.66	
Purchase Order #: 0	*Voucher #:* 158948	*Invoice #:* 03968			231.42

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
Invoice Description:		STK OIL STBLZR/ ANTIFRZ/ WPR FLD			
001-200-516		SUPPLIES/OPERATING			231.42
*****	02/05/2025	7001 AGROMAX, LLC	Check	No	3,001.66
Purchase Order #:	0	*Voucher #:* 158781	*Invoice #:* 23638		2,348.75
Invoice Description:		HERBICIDE			
001-210-620		RPR/MAINT GROUNDS	Accrual	2,348.75	
Purchase Order #:	0	*Voucher #:* 158782	*Invoice #:* 23702		652.91
Invoice Description:		23.96 TON SAND			
001-210-620		RPR/MAINT GROUNDS	Accrual	652.91	
*****	02/05/2025	718 AIRGAS, INC	Check	No	2,043.56
Purchase Order #:	0	*Voucher #:* 158783	*Invoice #:* 5513287840		80.65
Invoice Description:		CO2 CYLNDR RENT			
001-410-614		RENTALS	Accrual	80.65	
Purchase Order #:	0	*Voucher #:* 158784	*Invoice #:* 5513372133		1,962.91
Invoice Description:		CYLINDER RENT			
001-100-614		RENTALS	Accrual	654.30	
001-175-614		RENTALS	Accrual	654.31	
001-200-516		SUPPLIES/OPERATING	Accrual	654.30	
*****	02/05/2025	128 ALABAMA LAW ENFORCEMENT AGENCY	Check	No	5,025.00
Purchase Order #:	0	*Voucher #:* 158787	*Invoice #:* ALEA25000486		5,025.00
Invoice Description:		Q4 2024 DSKTOP WKSTNS			
001-120-612		PROFESSIONAL FEES	Accrual	5,025.00	
*****	02/05/2025	5698 AL DEPT OF LABOR	Check	No	75.00
Purchase Order #:	0	*Voucher #:* 158785	*Invoice #:* E119010		75.00
Invoice Description:		2025 ELVTR OPRTN CERT			
001-410-612		PROFESSIONAL FEES			75.00
*****	02/05/2025	126 AL DEPT OF TRANSPORTATION	Check	No	1,524.71
Purchase Order #:	0	*Voucher #:* 158786	*Invoice #:* SWA010950		1,524.71
Invoice Description:		DEC 2024 TRFFC CNTL SGNLS			
001-200-612		PROFESSIONAL FEES	Accrual	1,524.71	
*****	02/05/2025	3778 ALABAMA INTERACTIVE, LLC	Check	No	230.00
Purchase Order #:	0	*Voucher #:* 158635	*Invoice #:* 5387566		230.00
Invoice Description:		DEC 2024			
001-001-612		PROFESSIONAL FEES	Accrual	230.00	
*****	02/05/2025	3436 AL LAW ENFORCEMENT AGENCY	Check	No	1,800.00
Purchase Order #:	0	*Voucher #:* 158949	*Invoice #:* 25000000109		1,800.00
Invoice Description:		JAN 2025 OFC/ SLIP RENT			
001-100-614		RENTALS			1,800.00
*****	02/05/2025	8461 ALLEN PRECISION EQUIPMENT, INC.	Check	No	696.92
Purchase Order #:	0	*Voucher #:* 158950	*Invoice #:* INV/2025/00217S		696.92
Invoice Description:		SURVEYING RVR ROD/ HLDR PLT			
001-030-507		EQUIPMENT/SMALL			696.92
*****	02/05/2025	7828 AMAZON CAPITAL SERVICES, INC	Check	No	16,213.90
Purchase Order #:	0	*Voucher #:* 158636	*Invoice #:* 16GJ-CJRL-VMHK		-48.80
Invoice Description:		CRDT- JACKET			
001-175-540		UNIFORMS	Accrual	-48.80	
Purchase Order #:	0	*Voucher #:* 158637	*Invoice #:* 1DY6-M9GV-YCFR		763.75
Invoice Description:		STG BINS/ WALL PRTCTV FLM			

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
	001-410-516	SUPPLIES/OPERATING		763.75	
Purchase Order #:	0	*Voucher #:* 158638	*Invoice #:* 1GHN-LP3J-1KDR		147.88
Invoice Description:		INK/ MONITOR STND			
	001-175-507	EQUIPMENT/SMALL		147.88	
Purchase Order #:	0	*Voucher #:* 158639	*Invoice #:* 1HJW-VPLX-Q4NL		47.03
Invoice Description:		LIFT CYLNDR VLV			
	001-200-618	RPR/MAINT EQUIPMENT		47.03	
Purchase Order #:	0	*Voucher #:* 158640	*Invoice #:* 1L7D-YYLL-NRL4		777.77
Invoice Description:		MONITOR			
	001-120-507	EQUIPMENT/SMALL		777.77	
Purchase Order #:	0	*Voucher #:* 158641	*Invoice #:* 1M17-TD36-R1GV		19.78
Invoice Description:		#355 BULKHEAD FTTNGS			
	001-614-731	GOMESA	Accrual	19.78	
Purchase Order #:	0	*Voucher #:* 158642	*Invoice #:* 1MPQ-3XXJ-C7HK		205.13
Invoice Description:		BNDRS/ COPY PPR/ BTTRIES			
	001-175-516	SUPPLIES/OPERATING		205.13	
Purchase Order #:	0	*Voucher #:* 158643	*Invoice #:* 1MPQ-743X-6GDQ		37.37
Invoice Description:		#783 BACKUP CMRA			
	001-200-622	RPR/MAINT VEHICLES		37.37	
Purchase Order #:	0	*Voucher #:* 158644	*Invoice #:* 1NWN-44NX-3J7N		1,045.37
Invoice Description:		ANML ENCLOSURES			
	001-614-733	COASTAL RESOURCE WILDLIFE CTR		1,045.37	
Purchase Order #:	0	*Voucher #:* 158645	*Invoice #:* 1R4J-QFGR-DT6Q		42.99
Invoice Description:		#338 STEERNG WHL CNTL INTRFC			
	403-676-622	RPR/MAINT VEHICLES		42.99	
Purchase Order #:	0	*Voucher #:* 158646	*Invoice #:* 1T16-CTQ4-PNPW		169.00
Invoice Description:		#0061 TLGATE LFT ASSIST			
	001-200-618	RPR/MAINT EQUIPMENT		169.00	
Purchase Order #:	0	*Voucher #:* 158647	*Invoice #:* 1TVN-D6GT-WVH7		88.50
Invoice Description:		CAT6 PATCH PNLS/ SCRWS			
	001-100-507	EQUIPMENT/SMALL		88.50	
Purchase Order #:	0	*Voucher #:* 158648	*Invoice #:* 1V7V-H4RG-TC46		32.54
Invoice Description:		TAPE/ MEMO PADS/ PENS			
	403-676-516	SUPPLIES/OPERATING		32.54	
Purchase Order #:	0	*Voucher #:* 158649	*Invoice #:* 1VL7-PM7Y-CWHH		247.96
Invoice Description:		SCNNR/ APPL PNCL/ CHRGR CBL			
	001-020-516	SUPPLIES/OPERATING		247.96	
Purchase Order #:	0	*Voucher #:* 158650	*Invoice #:* 1VRQ-CJTL-PRC7		175.83
Invoice Description:		HTRS/ #1309 LIGHTS			
	001-200-516	SUPPLIES/OPERATING		159.64	
	001-200-618	RPR/MAINT EQUIPMENT		16.19	
Purchase Order #:	0	*Voucher #:* 158651	*Invoice #:* 1WH3-KF49-P3TJ		158.83
Invoice Description:		AA/ C/ AAA BATTERIES			
	001-200-516	SUPPLIES/OPERATING		158.83	
Purchase Order #:	0	*Voucher #:* 158652	*Invoice #:* 1XC9-FJL9-66FW		285.80
Invoice Description:		CONE STROBE LTS			
	001-200-516	SUPPLIES/OPERATING		285.80	
Purchase Order #:	0	*Voucher #:* 158788	*Invoice #:* 11NY-JLPM-GWGY		126.96
Invoice Description:		BOOTS/ SHORTS			
	001-410-540	UNIFORMS		126.96	
Purchase Order #:	0	*Voucher #:* 158789	*Invoice #:* 14F1-X3X9-FGFL		15.74
Invoice Description:		iPAD SCRN PRTCTRS			
	001-300-516	SUPPLIES/OPERATING		15.74	

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
Purchase Order #: 0	*Voucher #:* 158790	*Invoice #:* 16KN-J33R-XKRK			142.75
Invoice Description: LG KETTLEBELL					
001-325-516 SUPPLIES/OPERATING				142.75	
Purchase Order #: 0	*Voucher #:* 158791	*Invoice #:* 177R-N6J7-KQKJ			864.77
Invoice Description: PET INCUBATOR					
001-410-507 EQUIPMENT/SMALL				864.77	
Purchase Order #: 0	*Voucher #:* 158792	*Invoice #:* 17FJ-QQ7T-1QPF			47.49
Invoice Description: DGTL BAROMETER					
001-410-650 AUDUBON				47.49	
Purchase Order #: 0	*Voucher #:* 158793	*Invoice #:* 1943-YPY1-PRLR			59.98
Invoice Description: #843 TIRES					
001-301-618 RPR/MAINT EQUIPMENT				59.98	
Purchase Order #: 0	*Voucher #:* 158794	*Invoice #:* 19XX-Q73P-G4HY			1,008.31
Invoice Description: BIRD INCUBATOR/ JACKET					
001-410-540 UNIFORMS				143.54	
001-410-507 EQUIPMENT/SMALL				864.77	
Purchase Order #: 0	*Voucher #:* 158795	*Invoice #:* 1CW3-NK3L-DHN9			631.46
Invoice Description: PET INCUBATORS					
001-410-507 EQUIPMENT/SMALL				631.46	
Purchase Order #: 0	*Voucher #:* 158796	*Invoice #:* 1DCR-97DX-DNWG			38.99
Invoice Description: CBL MCHN GRIPS					
001-325-516 SUPPLIES/OPERATING				38.99	
Purchase Order #: 0	*Voucher #:* 158797	*Invoice #:* 1DGF-R6TK-CWGQ			271.41
Invoice Description: GPS NVGTR/ JCKT/ SHIRT/ PANTS					
001-410-650 AUDUBON				271.41	
Purchase Order #: 0	*Voucher #:* 158798	*Invoice #:* 17FJ-QQ7T-PKNC			-864.77
Invoice Description: CRDT- INCUBATOR					
001-410-507 EQUIPMENT/SMALL				-864.77	
Purchase Order #: 0	*Voucher #:* 158799	*Invoice #:* 1G1D-TV9P-G4DG			53.96
Invoice Description: MODELING GLASS POWDER					
430-682-516 SUPPLIES/OPERATING				53.96	
Purchase Order #: 0	*Voucher #:* 158800	*Invoice #:* 1PCL-F6J4-1TT4			22.99
Invoice Description: iPHN SCREEN PRTCTR					
001-030-516 SUPPLIES/OPERATING				22.99	
Purchase Order #: 0	*Voucher #:* 158801	*Invoice #:* 1Q7X-D76J-K6HM			1,978.34
Invoice Description: BRD CG/ DRY ERS BRD/ CHRS/ FRDG					
001-410-507 EQUIPMENT/SMALL				935.88	
001-410-516 SUPPLIES/OPERATING				1,042.46	
Purchase Order #: 0	*Voucher #:* 158802	*Invoice #:* 1QG7-K11Y-XDFL			299.55
Invoice Description: BTTL FLLR FLTRS/ CLOCK					
001-302-507 EQUIPMENT/SMALL				159.99	
001-302-616 RPR/MAINT PLANT/BLDGS				139.56	
Purchase Order #: 0	*Voucher #:* 158803	*Invoice #:* 1R4N-PWMK-C64Q			120.81
Invoice Description: CAR VAC/ DRY ERS BRD/ VNT CLNR					
001-410-516 SUPPLIES/OPERATING				120.81	
Purchase Order #: 0	*Voucher #:* 158804	*Invoice #:* 1VL7-PM7Y-TGHV			50.09
Invoice Description: #23-207 WIRING DIODE					
001-100-622 RPR/MAINT VEHICLES				50.09	
Purchase Order #: 0	*Voucher #:* 158805	*Invoice #:* 1YWF-4P6T-WRTW			291.18
Invoice Description: TOTE BAGS/ CNVSES/ EASELS/ TRAYS					
430-682-516 SUPPLIES/OPERATING				291.18	
Purchase Order #: 0	*Voucher #:* 158951	*Invoice #:* 11NF-WG74-VMJM			167.99
Invoice Description: PICKLEBALLS					

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
	001-325-516	SUPPLIES/OPERATING		167.99	
Purchase Order #:	0	*Voucher #:* 158952	*Invoice #:* 14NH-46PL-NVQH		23.18
Invoice Description:		#294 AUTO STOP DISABLERS			
	001-100-622	RPR/MAINT VEHICLES		23.18	
Purchase Order #:	0	*Voucher #:* 158953	*Invoice #:* 16LK-TQMD-V1C9		228.84
Invoice Description:		TP DSPNSR MOUNTS			
	001-325-516	SUPPLIES/OPERATING		228.84	
Purchase Order #:	0	*Voucher #:* 158954	*Invoice #:* 16QP-TQMQ-4WJL		121.45
Invoice Description:		CRTN RODS/ MAGNTC KNF BARS			
	001-410-516	SUPPLIES/OPERATING		121.45	
Purchase Order #:	0	*Voucher #:* 158955	*Invoice #:* 177R-N6J7-DGHJ		25.32
Invoice Description:		SCALE RULERS			
	001-200-516	SUPPLIES/OPERATING		25.32	
Purchase Order #:	0	*Voucher #:* 158956	*Invoice #:* 17CY-HNPQ-13RC		29.99
Invoice Description:		PANTS			
	403-676-540	UNIFORMS		29.99	
Purchase Order #:	0	*Voucher #:* 158957	*Invoice #:* 19GV-DX7H-P7M9		239.96
Invoice Description:		EXTERNAL HARD DRIVES			
	001-100-507	EQUIPMENT/SMALL		239.96	
Purchase Order #:	0	*Voucher #:* 158958	*Invoice #:* 1CVM-THD4-KHDQ		298.18
Invoice Description:		LSR LVL RCVR			
	001-200-507	EQUIPMENT/SMALL		298.18	
Purchase Order #:	0	*Voucher #:* 158959	*Invoice #:* 1CVM-THD4-RM4J		214.28
Invoice Description:		MONITOR/ WRLSS KYBRD-MS/ CLNDR			
	001-175-507	EQUIPMENT/SMALL		187.98	
	001-175-516	SUPPLIES/OPERATING		26.30	
Purchase Order #:	0	*Voucher #:* 158960	*Invoice #:* 1CW3-NK3L-MCMV		717.05
Invoice Description:		INK/ WTR FLTRS/ SPC HTRS/ TMPNS			
	001-325-516	SUPPLIES/OPERATING		717.05	
Purchase Order #:	0	*Voucher #:* 158961	*Invoice #:* 1D1Y-33LH-CTMM		862.80
Invoice Description:		BIRD INCUBATOR			
	001-410-507	EQUIPMENT/SMALL		862.80	
Purchase Order #:	0	*Voucher #:* 158962	*Invoice #:* 1H4L-QLDT-JPNN		-42.99
Invoice Description:		CRDT- #338 STRNG WHL CVR			
	403-676-622	RPR/MAINT VEHICLES		-42.99	
Purchase Order #:	0	*Voucher #:* 158963	*Invoice #:* 1KQ6-FFC6-TT9J		84.77
Invoice Description:		RECPT PPR/ MRKRS/ PENS			
	430-682-516	SUPPLIES/OPERATING		84.77	
Purchase Order #:	0	*Voucher #:* 158964	*Invoice #:* 1KTG-NHRL-NPD7		260.97
Invoice Description:		JACKETS/ BARCODE SCNNR			
	001-175-507	EQUIPMENT/SMALL		41.07	
	001-175-540	UNIFORMS		219.90	
Purchase Order #:	0	*Voucher #:* 158965	*Invoice #:* 1LNR-M63P-6DXX		36.79
Invoice Description:		DESK CLNDR/ PLNNR			
	430-682-516	SUPPLIES/OPERATING		36.79	
Purchase Order #:	0	*Voucher #:* 158966	*Invoice #:* 1LV6-P4F4-HRDC		44.95
Invoice Description:		#278 CAR BATTERY CHRGR			
	001-100-507	EQUIPMENT/SMALL		44.95	
Purchase Order #:	0	*Voucher #:* 158967	*Invoice #:* 1MD7-XGLG-4WG6		53.00
Invoice Description:		DOOR FLUSH BOLT			
	001-301-516	SUPPLIES/OPERATING		53.00	
Purchase Order #:	0	*Voucher #:* 158968	*Invoice #:* 1MJ1-RQMK-4QLL		1,198.00
Invoice Description:		2 MAC MINI COMPUTERS			

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
	001-375-516	SUPPLIES/OPERATING		1,198.00	
Purchase Order #:	0	*Voucher #:* 158969	*Invoice #:* 1N37-PC7N-HVMP		69.84
Invoice Description:		DOOR STOPPERS/ URNL SCRN BRKTS			
	001-604-710	POLICE STATION CONSTRUCTI		69.84	
Purchase Order #:	0	*Voucher #:* 158970	*Invoice #:* 1NFW-KKPK-GGL7		530.14
Invoice Description:		FAUCET/ DRML/ PAILS/ DRML ACCSRY KIT			
	430-682-516	SUPPLIES/OPERATING		530.14	
Purchase Order #:	0	*Voucher #:* 158971	*Invoice #:* 1NXR-W1WX-WM7L		102.96
Invoice Description:		EXIT SIGNS/ FOAM RLLRS			
	001-325-516	SUPPLIES/OPERATING		102.96	
Purchase Order #:	0	*Voucher #:* 158972	*Invoice #:* 1PLP-DP66-D1JH		54.00
Invoice Description:		#338 RADIO STEERING WHL WIRING			
	403-676-622	RPR/MAINT VEHICLES		54.00	
Purchase Order #:	0	*Voucher #:* 158973	*Invoice #:* 1Q71-99NC-CHMP		146.05
Invoice Description:		HEATING PADS/ KTCHN SCL/ CRDSTK PPR			
	001-410-516	SUPPLIES/OPERATING		146.05	
Purchase Order #:	0	*Voucher #:* 158974	*Invoice #:* 1TWT-KPW3-1KVW		9.99
Invoice Description:		4-PORT USB HUB			
	001-325-516	SUPPLIES/OPERATING		9.99	
Purchase Order #:	0	*Voucher #:* 158975	*Invoice #:* 1VL7-PM7Y-THGV		50.09
Invoice Description:		#23-207 PUSH BAR LT DIODES			
	001-100-622	RPR/MAINT VEHICLES		50.09	
Purchase Order #:	0	*Voucher #:* 158976	*Invoice #:* 1VRH-3PH7-1MQH		132.49
Invoice Description:		SHEET PANS/ BAR TWLS			
	001-350-507	EQUIPMENT/SMALL		132.49	
Purchase Order #:	0	*Voucher #:* 158977	*Invoice #:* 1X19-34HH-W9MC		43.99
Invoice Description:		CNCRT HAND EDGR			
	001-200-516	SUPPLIES/OPERATING		43.99	
Purchase Order #:	0	*Voucher #:* 158978	*Invoice #:* 1X4N-VCQ3-PL1X		86.07
Invoice Description:		iPHN CASES/ CAT5 CNNCTRS			
	001-100-507	EQUIPMENT/SMALL		86.07	
Purchase Order #:	0	*Voucher #:* 158979	*Invoice #:* 1XC9-HH3L-WWCF		354.90
Invoice Description:		GPS NVGTRS/ iPHN CASES			
	001-100-507	EQUIPMENT/SMALL		354.90	
Purchase Order #:	0	*Voucher #:* 158980	*Invoice #:* 1XC9-HH3L-WXXX		138.08
Invoice Description:		FOLDING CHAIRS			
	001-325-516	SUPPLIES/OPERATING		138.08	
Purchase Order #:	0	*Voucher #:* 158981	*Invoice #:* 1Y33-63Y9-DQK6		533.83
Invoice Description:		BINDER CHAINS			
	001-200-516	SUPPLIES/OPERATING		533.83	
Purchase Order #:	0	*Voucher #:* 158982	*Invoice #:* 1YL7-9GJ4-4NHF		40.20
Invoice Description:		SINUS DECON MED			
	403-676-516	SUPPLIES/OPERATING		40.20	
*****	02/05/2025	8114 AMERICAN HEART ASSOCIATION, INC	Check	No	970.00
Purchase Order #:	0	*Voucher #:* 158653	*Invoice #:* SCPR192215		970.00
Invoice Description:		105 CARDS			
	001-175-630	TRAINING/TRAVEL		970.00	
*****	02/05/2025	7430 AQUA PRO WATER SYSTEMS	Check	No	113.00
Purchase Order #:	0	*Voucher #:* 158806	*Invoice #:* 82090960		113.00
Invoice Description:		BRINE DRUM ASSM			
	001-210-620	RPR/MAINT GROUNDS	Accrual	113.00	

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
*****	02/05/2025	7730 ARROW EXTERMINATORS	Check	No	1,134.00
Purchase Order #:	0	*Voucher #:* 158983	*Invoice #:* 59818350		1,134.00
Invoice Description:	PUBLIC WKS SENTRICON				
001-200-612	PROFESSIONAL FEES			1,134.00	
*****	02/05/2025	5279 ASPHALT SERVICES	Check	No	40,687.50
Purchase Order #:	240592	*Voucher #:* 158984	*Invoice #:* 250115-02		40,687.50
Invoice Description:	MARTINIQUE DR PAVING				
001-608-720	ROADWAYS/PAVING/RESURFACE			40,687.50	
*****	02/05/2025	8064 AT&T MOBILITY	Check	No	119.94
Purchase Order #:	0	*Voucher #:* 158654	*Invoice #:* 287316107471X010325		119.94
Invoice Description:	11/26-12/25/24 MIFI FIRSTNET				
001-175-605	COMMUNICATIONS		Accrual	119.94	
*****	02/05/2025	7007 AT WORK UNIFORMS	Check	No	1,550.22
Purchase Order #:	0	*Voucher #:* 158655	*Invoice #:* 142772		330.00
Invoice Description:	OVERALLS				
403-676-540	UNIFORMS			330.00	
Purchase Order #:	0	*Voucher #:* 158985	*Invoice #:* 141426		674.10
Invoice Description:	SHIRTS/ EMBROIDERY				
001-350-540	UNIFORMS		Accrual	674.10	
Purchase Order #:	0	*Voucher #:* 158986	*Invoice #:* 143301		106.12
Invoice Description:	EMBROIDERY				
001-100-540	UNIFORMS			106.12	
Purchase Order #:	0	*Voucher #:* 158987	*Invoice #:* 143304		440.00
Invoice Description:	OVERALLS				
403-676-540	UNIFORMS			440.00	
*****	02/05/2025	8595 AUTO MEDIC WRECKER & TOWING	Check	No	232.00
Purchase Order #:	0	*Voucher #:* 158656	*Invoice #:* 25-0106-150841		128.00
Invoice Description:	#255 TOW				
001-100-622	RPR/MAINT VEHICLES			128.00	
Purchase Order #:	0	*Voucher #:* 158657	*Invoice #:* 25-0106-150871		104.00
Invoice Description:	#292 TOW				
001-100-622	RPR/MAINT VEHICLES			104.00	
*****	02/05/2025	778 AUTOWORX, LLC	Check	No	1,329.02
Purchase Order #:	0	*Voucher #:* 158658	*Invoice #:* 084165		66.88
Invoice Description:	DISC $1.36 #267 OIL/ FLTR				
001-100-622	RPR/MAINT VEHICLES		Accrual	66.88	
Purchase Order #:	0	*Voucher #:* 158659	*Invoice #:* 084198		60.02
Invoice Description:	DISC $1.23 #380 OIL/ FLTR				
001-410-510	GAS/OIL			60.02	
Purchase Order #:	0	*Voucher #:* 158660	*Invoice #:* 084199		60.02
Invoice Description:	DISC $1.23 #371 OIL/ FLTR				
001-410-510	GAS/OIL			60.02	
Purchase Order #:	0	*Voucher #:* 158661	*Invoice #:* 084390		53.17
Invoice Description:	DISC $1.09 #460 OIL/ FLTR				
001-175-510	GAS/OIL			47.84	
001-175-622	RPR/MAINT VEHICLES			5.33	
Purchase Order #:	0	*Voucher #:* 158807	*Invoice #:* 084166		60.02
Invoice Description:	DISC $1.23 #23-204 OIL/ FLTR				
001-100-622	RPR/MAINT VEHICLES		Accrual	60.02	
Purchase Order #:	0	*Voucher #:* 158808	*Invoice #:* 084167		53.17

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
Invoice Description:		DISC $1.09 #799 OIL/ FLTR			
001-030-510	GAS/OIL		Accrual	47.84	
001-030-622	RPR/MAINT VEHICLES		Accrual	5.33	
Purchase Order #:	0	*Voucher #:* 158809	*Invoice #:* 084391		66.88
Invoice Description:		DISC $1.36 #23-207 OIL/ FLTR			
001-100-622	RPR/MAINT VEHICLES			66.88	
Purchase Order #:	0	*Voucher #:* 158810	*Invoice #:* 084536		5.22
Invoice Description:		DISC $0.11 #0518 OIL FLTR			
404-677-618	RPR/MAINT EQUIPMENT			5.22	
Purchase Order #:	0	*Voucher #:* 158988	*Invoice #:* 083999		68.24
Invoice Description:		NO DISC #886 OIL/ FLTR			
001-210-510	GAS/OIL		Accrual	62.91	
001-210-622	RPR/MAINT VEHICLES		Accrual	5.33	
Purchase Order #:	0	*Voucher #:* 158989	*Invoice #:* 084493		46.32
Invoice Description:		DISC $0.95 #294 OIL/ FLTR			
001-100-622	RPR/MAINT VEHICLES			46.32	
Purchase Order #:	0	*Voucher #:* 158990	*Invoice #:* 084494		66.88
Invoice Description:		DISC $1.36 #233 OIL/ FLTR			
001-100-622	RPR/MAINT VEHICLES			66.88	
Purchase Order #:	0	*Voucher #:* 158991	*Invoice #:* 084537		66.88
Invoice Description:		DISC $1.36 #205 OIL/ FLTR			
001-100-622	RPR/MAINT VEHICLES			66.88	
Purchase Order #:	0	*Voucher #:* 158992	*Invoice #:* 084538		66.88
Invoice Description:		DISC $1.36 #229A OIL/ FLTR			
001-100-622	RPR/MAINT VEHICLES			66.88	
Purchase Order #:	0	*Voucher #:* 158993	*Invoice #:* 084539		66.88
Invoice Description:		DISC $1.36 #256A OIL/ FLTR			
001-100-622	RPR/MAINT VEHICLES			66.88	
Purchase Order #:	0	*Voucher #:* 158994	*Invoice #:* 084624		45.91
Invoice Description:		DISC $0.94 #901 TAIL LT ASSM			
404-677-622	RPR/MAINT VEHICLES			45.91	
Purchase Order #:	0	*Voucher #:* 158995	*Invoice #:* 084648		178.80
Invoice Description:		DISC $3.65 STK BLBS/ STP LK/ PNTRNT			
001-200-516	SUPPLIES/OPERATING			178.80	
Purchase Order #:	0	*Voucher #:* 158996	*Invoice #:* 084684		46.32
Invoice Description:		DISC $0.95 #257 OIL/ FLTR			
001-200-510	GAS/OIL			41.94	
001-200-622	RPR/MAINT VEHICLES			4.38	
Purchase Order #:	0	*Voucher #:* 158997	*Invoice #:* 084685		53.17
Invoice Description:		DISC $1.09 #867 OIL/ FLTR			
001-210-510	GAS/OIL			47.84	
001-210-622	RPR/MAINT VEHICLES			5.33	
Purchase Order #:	0	*Voucher #:* 158998	*Invoice #:* 084686		46.32
Invoice Description:		DISC $0.95 #782 OIL/ FLTR			
001-200-510	GAS/OIL			40.99	
001-200-622	RPR/MAINT VEHICLES			5.33	
Purchase Order #:	0	*Voucher #:* 158999	*Invoice #:* 084723		5.22
Invoice Description:		DISC $0.11 #828 OIL FLTR			
404-677-618	RPR/MAINT EQUIPMENT			5.22	
Purchase Order #:	0	*Voucher #:* 159000	*Invoice #:* 084724		5.22
Invoice Description:		DISC $0.11 #793 OIL FLTR			
404-677-618	RPR/MAINT EQUIPMENT			5.22	
Purchase Order #:	0	*Voucher #:* 159001	*Invoice #:* 084785		53.17

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
Invoice Description:		DISC $1.09 #700 OIL/ FLTR			
001-200-510	GAS/OIL			48.93	
001-200-622	RPR/MAINT VEHICLES			4.24	
Purchase Order #:	0	*Voucher #:* 159002	*Invoice #:* 084786		87.43
Invoice Description:		DISC $1.78 #787 OIL/ FLTR			
001-200-510	GAS/OIL			82.10	
001-200-622	RPR/MAINT VEHICLES			5.33	
*****	02/05/2025	231 BALDWIN PORTABLE TOILETS	Check	No	792.00
Purchase Order #:	0	*Voucher #:* 159003	*Invoice #:* 38928		440.00
Invoice Description:		12/19/24-01/15/25 TRAILS			
001-410-614	RENTALS			440.00	
Purchase Order #:	0	*Voucher #:* 159004	*Invoice #:* 304314		154.00
Invoice Description:		12/19/24-01/15/25 TRAILS			
001-410-614	RENTALS			154.00	
Purchase Order #:	0	*Voucher #:* 159005	*Invoice #:* 304315		198.00
Invoice Description:		12/19/24-01/15/25 SHOOT RNG			
001-614-734	SHOOTING RANGE			198.00	
*****	02/05/2025	6493 BARBARA J. FRANCEZ	Check	No	180.00
Purchase Order #:	0	*Voucher #:* 158765	*Invoice #:* 250110		120.00
Invoice Description:		CARDIO DANCE			
001-325-612	PROFFESSIONAL FEES			120.00	
Purchase Order #:	0	*Voucher #:* 158931	*Invoice #:* 250117		60.00
Invoice Description:		CARDIO DANCE			
001-325-612	PROFFESSIONAL FEES			60.00	
*****	02/05/2025	277 BAYOU CONCRETE LLC	Check	No	1,225.00
Purchase Order #:	0	*Voucher #:* 159006	*Invoice #:* 315182		1,225.00
Invoice Description:		7 CY CNCRT			
001-608-720	ROADWAYS/PAVING/RESURFACE			1,225.00	
*****	02/05/2025	8269 BCC WASTE SOLUTIONS, LLC	Check	No	4,140.00
Purchase Order #:	0	*Voucher #:* 158662	*Invoice #:* 0000506063		345.00
Invoice Description:		NEW SITE 8/23/24			
001-604-710	POLICE STATION CONSTRUCTI		Accrual	345.00	
Purchase Order #:	0	*Voucher #:* 158663	*Invoice #:* 0000517709		345.00
Invoice Description:		9/05/24 ROLLOFF SWAP			
001-604-710	POLICE STATION CONSTRUCTI		Accrual	345.00	
Purchase Order #:	240426	*Voucher #:* 158811	*Invoice #:* 0000564422		690.00
Invoice Description:		12/30/24 ROLLOFF SWAPS			
404-677-612	PROFESSIONAL FEES		Accrual	690.00	
Purchase Order #:	250006	*Voucher #:* 159007	*Invoice #:* 0000565712		1,380.00
Invoice Description:		01/03-01/07/25 ROLLOFF SWAPS			
404-677-612	PROFESSIONAL FEES			1,380.00	
Purchase Order #:	0	*Voucher #:* 159008	*Invoice #:* 0000565713		345.00
Invoice Description:		01/03/25 ROLLOFF SWAP			
001-410-635	UTILITIES			345.00	
Purchase Order #:	0	*Voucher #:* 159009	*Invoice #:* 0000565714		345.00
Invoice Description:		01/03/25 ROLLOFF SWAP			
001-410-635	UTILITIES			345.00	
Purchase Order #:	0	*Voucher #:* 159010	*Invoice #:* 0000565877		345.00
Invoice Description:		01/08/25 ROLLOFF HAUL			
001-604-710	POLICE STATION CONSTRUCTI			345.00	
Purchase Order #:	0	*Voucher #:* 159011	*Invoice #:* 0000567681		345.00

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
Invoice Description:		01/13/25 ROLLOFF SWAP			
001-410-635	UTILITIES			345.00	
*****	02/05/2025	3176 BEEBE'S ACTION MASTERS P.C.	Check	No	357.00
Purchase Order #:	0	*Voucher #:* 158664	*Invoice #:* 675268		30.00
Invoice Description:		ARTS CTR			
430-682-612	PROFESSIONAL FEES			30.00	
Purchase Order #:	0	*Voucher #:* 158665	*Invoice #:* 675270		30.00
Invoice Description:		COASTAL RES OFC			
001-410-616	RPR/MAINT PLANT/BLDGS			30.00	
Purchase Order #:	0	*Voucher #:* 158812	*Invoice #:* 670363		32.00
Invoice Description:		MUSEUM			
001-300-612	PROFESSIONAL FEES		Accrual	32.00	
Purchase Order #:	0	*Voucher #:* 158813	*Invoice #:* 675256		30.00
Invoice Description:		PUBLIC WKS			
001-200-612	PROFESSIONAL FEES			30.00	
Purchase Order #:	0	*Voucher #:* 158814	*Invoice #:* 675279		50.00
Invoice Description:		HART BLDG			
001-200-612	PROFESSIONAL FEES			50.00	
Purchase Order #:	0	*Voucher #:* 158815	*Invoice #:* 670282		50.00
Invoice Description:		FITNESS CTR			
001-325-612	PROFFESSIONAL FEES			50.00	
Purchase Order #:	0	*Voucher #:* 158816	*Invoice #:* 675285		25.00
Invoice Description:		TENNIS CTR			
001-325-612	PROFFESSIONAL FEES			25.00	
Purchase Order #:	0	*Voucher #:* 159012	*Invoice #:* 675259		30.00
Invoice Description:		REC CTR			
001-350-616	RPR/MAINT PLANT/BLDGS			30.00	
Purchase Order #:	0	*Voucher #:* 159013	*Invoice #:* 375273		30.00
Invoice Description:		COMM CTR			
411-681-620	RPR/MAINT GROUNDS			30.00	
Purchase Order #:	0	*Voucher #:* 159014	*Invoice #:* 675278		50.00
Invoice Description:		MUSIC BLDG			
001-350-616	RPR/MAINT PLANT/BLDGS			50.00	
*****	02/05/2025	284 BOUND TREE MEDICAL, LLC	Check	No	845.99
Purchase Order #:	0	*Voucher #:* 158666	*Invoice #:* 85616522		845.99
Invoice Description:		MANIKIN			
001-175-507	EQUIPMENT/SMALL			845.99	
*****	02/05/2025	288 BOYETTS PORTABLE TOILETS	Check	No	320.00
Purchase Order #:	0	*Voucher #:* 158817	*Invoice #:* 322227		175.00
Invoice Description:		01/08-02/04/25 GOLF CTR			
001-303-614	RENTALS			175.00	
Purchase Order #:	0	*Voucher #:* 158818	*Invoice #:* 322228		145.00
Invoice Description:		01/06-02/02/25 SHOOT RNG			
001-614-734	SHOOTING RANGE			145.00	
*****	02/05/2025	5989 BRANDAN SELLERS	Check	No	68.75
Purchase Order #:	0	*Voucher #:* 159015	*Invoice #:* 250108		68.75
Invoice Description:		RMB AV LIC RNWL			
403-676-612	PROFESSIONAL FEES			68.75	
*****	02/05/2025	223 BSN SPORTS LLC	Check	No	1,733.05
Purchase Order #:	0	*Voucher #:* 158819	*Invoice #:* 928223794A		64.98

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
Invoice Description: BSKTBLL SCRBKS					
001-301-516 SUPPLIES/OPERATING			Accrual	64.98	
Purchase Order #: 0	*Voucher #:* 158821	*Invoice #:* 928415946A			136.49
Invoice Description: RAIN JACKETS					
001-301-540 UNIFORMS				136.49	
Purchase Order #: 0	*Voucher #:* 158822	*Invoice #:* 928448313			372.35
Invoice Description: BSKBLLS/ STPWTCH/ FLAGS					
001-301-516 SUPPLIES/OPERATING				372.35	
Purchase Order #: 0	*Voucher #:* 158823	*Invoice #:* 928473739			1,159.23
Invoice Description: SWEATSHIRTS					
001-301-516 SUPPLIES/OPERATING				1,159.23	
***** 02/05/2025	3295 CAMPBELL HARDWARE & SUPPLY, CO		Check	No	522.68
Purchase Order #: 0	*Voucher #:* 159016	*Invoice #:* 269750			522.68
Invoice Description: SHOOT RNG TRL CAMERAS					
001-410-507 EQUIPMENT/SMALL				522.68	
***** 02/05/2025	8431 CANINE DEVELOPMENT GROUP, INC.		Check	No	560.00
Purchase Order #: 0	*Voucher #:* 159017	*Invoice #:* 163299			140.00
Invoice Description: CLERE 1/17/25-1/17/26 HNDLR SBSCRPTN					
001-100-612 PROFESSIONAL FEES				140.00	
Purchase Order #: 0	*Voucher #:* 159018	*Invoice #:* 163300			140.00
Invoice Description: GILES 1/17/25-1/17/26 HNDLR SBSCRPTN					
001-100-612 PROFESSIONAL FEES				140.00	
Purchase Order #: 0	*Voucher #:* 159019	*Invoice #:* 163301			140.00
Invoice Description: McVCKRS 1/17/25-1/17/26 HNDLR SBSCRPTN					
001-100-612 PROFESSIONAL FEES				140.00	
Purchase Order #: 0	*Voucher #:* 159020	*Invoice #:* 163302			140.00
Invoice Description: DIXSON 1/17/25-1/17/26 HNDLR SBSCRPTN					
001-100-612 PROFESSIONAL FEES				140.00	
***** 02/05/2025	5534 CDW GOVERNMENT, INC.		Check	No	701.23
Purchase Order #: 0	*Voucher #:* 158824	*Invoice #:* AC3B96X			701.23
Invoice Description: LAPTOP					
001-301-516 SUPPLIES/OPERATING				701.23	
***** 02/05/2025	7278 CINTAS CORPORATION NO. 2		Check	No	112.74
Purchase Order #: 0	*Voucher #:* 158667	*Invoice #:* 4217962443			37.58
Invoice Description: WEEKLY SVC					
430-682-612 PROFESSIONAL FEES				37.58	
Purchase Order #: 0	*Voucher #:* 158825	*Invoice #:* 4217783357			37.58
Invoice Description: WEEKLY SVC					
430-682-612 PROFESSIONAL FEES				37.58	
Purchase Order #: 0	*Voucher #:* 159021	*Invoice #:* 4216460560			37.58
Invoice Description: WEEKLY SVC					
430-682-612 PROFESSIONAL FEES			Accrual	37.58	
***** 02/05/2025	7982 CITY OF DAPHNE		Check	No	4,642.50
Purchase Order #: 0	*Voucher #:* 159022	*Invoice #:* 250117			4,642.50
Invoice Description: C JONES					
001-175-612 PROFESSIONAL FEES				4,642.50	
***** 02/05/2025	99 COASTAL AL BUSINESS CHAMBER		Check	No	251.00
Purchase Order #: 0	*Voucher #:* 159023	*Invoice #:* 27365			251.00
Invoice Description: 2025 MEMBERSHIP					
430-682-516 SUPPLIES/OPERATING				251.00	

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
*****	02/05/2025	3863 CPC OFFICE TECHNOLOGIES	Check	No	314.40
Purchase Order #:	0	*Voucher #:* 158668	*Invoice #:* 2366909		314.40
Invoice Description:		1/01/-12/31/25 CNTRCT RNWL OLD COPIER			
001-020-516	SUPPLIES/OPERATING			314.40	
*****	02/05/2025	8649 DATAPILOT, INC	Check	No	1,095.00
Purchase Order #:	0	*Voucher #:* 158828	*Invoice #:* 9857409		1,095.00
Invoice Description:		SFTWR RNWL 1YR/ CBL KIT			
001-100-612	PROFESSIONAL FEES			1,095.00	
*****	02/05/2025	8342 DIADEM SPORTS LLC	Check	No	192.28
Purchase Order #:	0	*Voucher #:* 159024	*Invoice #:* INV88015		192.28
Invoice Description:		PICKLEBALLS			
001-325-516	SUPPLIES/OPERATING			192.28	
*****	02/05/2025	5818 DIANE MURRAY	Check	No	682.50
Purchase Order #:	0	*Voucher #:* 158669	*Invoice #:* 250109		682.50
Invoice Description:		MASTERING WTRCLRS CLSS			
430-682-612	PROFESSIONAL FEES			682.50	
*****	02/05/2025	5863 DIRECTV	Check	No	167.24
Purchase Order #:	0	*Voucher #:* 159025	*Invoice #:* 081459343X250114		167.24
Invoice Description:		JAN 2025			
403-676-635	UTILITIES			144.99	
001-301-635	UTILITIES			22.25	
*****	02/05/2025	8469 DON A. WILLIAMS, JR.	Check	No	33,467.62
Purchase Order #:	0	*Voucher #:* 159026	*Invoice #:* 5		33,467.62
Invoice Description:		RMB HZRD MITIGTN PGM 5			
001-604-732	FEMA HAZARD MITIGATION			33,467.62	
*****	02/05/2025	8243 DREAMSEATS, LLC	Check	No	250.00
Purchase Order #:	0	*Voucher #:* 158670	*Invoice #:* 4775156		250.00
Invoice Description:		STN 2 CHRS DGTZNG FEE			
001-175-507	EQUIPMENT/SMALL			250.00	
*****	02/05/2025	7716 ENDURANT SPORTS, LLC	Check	No	7,445.00
Purchase Order #:	250007	*Voucher #:* 159181	*Invoice #:* 7975		7,445.00
Invoice Description:		3 LFGRD RESCUE BRDS			
001-175-507	EQUIPMENT/SMALL			7,445.00	
*****	02/05/2025	571 ESRI, INC	Check	No	4,150.00
Purchase Order #:	250014	*Voucher #:* 158829	*Invoice #:* 94880901		4,150.00
Invoice Description:		1/01-12/31/25 ArcGIS RNWL			
001-030-612	PROFESSIONAL FEES			4,150.00	
*****	02/05/2025	1909 EUROFINS ENVIRONMENT TESTING SOUTHEAST	Check	No	305.00
Purchase Order #:	0	*Voucher #:* 159027	*Invoice #:* 4000154306		305.00
Invoice Description:		JAN 2025 TESTING			
403-676-612	PROFESSIONAL FEES			305.00	
*****	02/05/2025	6627 FBINAA	Check	No	345.00
Purchase Order #:	0	*Voucher #:* 159028	*Invoice #:* 48400C		115.00
Invoice Description:		S BROWN 2025 DUES			
001-100-608	DUES/MEMBERSHIP/SUBSCRIPT			115.00	
Purchase Order #:	0	*Voucher #:* 159029	*Invoice #:* 39796C		115.00
Invoice Description:		A WYATT 2025 DUES			

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
	001-100-608	DUES/MEMBERSHIP/SUBSCRIPT		115.00	
Purchase Order #:	0	*Voucher #:* 159030	*Invoice #:* 70484C		115.00
Invoice Description:		C BRADLEY 2025 DUES			
	001-100-608	DUES/MEMBERSHIP/SUBSCRIPT		115.00	
*****	02/05/2025	6233 FEDEX	Check	No	53.92
Purchase Order #:	0	*Voucher #:* 159031	*Invoice #:* 8-734-36564		53.92
Invoice Description:		'SHRK' CSTM PAYMENT SHIP			
	001-375-636	PRODUCTION COST		53.92	
*****	02/05/2025	3170 FERGUSON ENTERPRISES, INC #1204	Check	No	250.00
Purchase Order #:	0	*Voucher #:* 159032	*Invoice #:* 1569942		250.00
Invoice Description:		FLANGE KITS			
	403-676-516	SUPPLIES/OPERATING		250.00	
*****	02/05/2025	3612 FIRST CALL	Check	No	3,506.08
Purchase Order #:	0	*Voucher #:* 158671	*Invoice #:* 5491-326790		-13.08
Invoice Description:		CRDT- #326 BATTERY RTRN			
	001-410-618	RPR/MAINT EQUIPMENT		-13.08	
Purchase Order #:	0	*Voucher #:* 158672	*Invoice #:* 5491-326966		178.20
Invoice Description:		SURF RSCU TRLR HUBS			
	001-175-618	RPR MAINT/EQUIPMENT		178.20	
Purchase Order #:	0	*Voucher #:* 158673	*Invoice #:* 5491-326973		16.82
Invoice Description:		#342 HEADLT BULBS			
	001-410-622	RPR/MAINT VEHICLES		16.82	
Purchase Order #:	0	*Voucher #:* 158830	*Invoice #:* 1133-301191		105.44
Invoice Description:		#788 BATTERY			
	001-301-618	RPR/MAINT EQUIPMENT		105.44	
Purchase Order #:	0	*Voucher #:* 158831	*Invoice #:* 1133-301914		368.04
Invoice Description:		#245 WTR PMP/ BLT TNSNR/ STAT HSNG			
	001-100-622	RPR/MAINT VEHICLES		368.04	
Purchase Order #:	0	*Voucher #:* 158832	*Invoice #:* 1133-301969		371.55
Invoice Description:		#340 BRK RTRS/ CLPRS/ PADS			
	001-030-622	RPR/MAINT VEHICLES		371.55	
Purchase Order #:	0	*Voucher #:* 158833	*Invoice #:* 1133-302181		358.95
Invoice Description:		#340 BRK RTRS/ CLPRS/ PADS			
	001-030-622	RPR/MAINT VEHICLES		358.95	
Purchase Order #:	0	*Voucher #:* 158834	*Invoice #:* 1133-302204		29.37
Invoice Description:		#294 WPR BLDS			
	001-100-622	RPR/MAINT VEHICLES		29.37	
Purchase Order #:	0	*Voucher #:* 158835	*Invoice #:* 1133-302433		15.99
Invoice Description:		STK ELEC TAPE			
	001-200-516	SUPPLIES/OPERATING		15.99	
Purchase Order #:	0	*Voucher #:* 158836	*Invoice #:* 1133-302434		11.49
Invoice Description:		THRD SEAL			
	001-200-516	SUPPLIES/OPERATING		11.49	
Purchase Order #:	0	*Voucher #:* 158837	*Invoice #:* 1133-302927		47.42
Invoice Description:		#708 SPEED SEN			
	404-677-622	RPR/MAINT VEHICLES		47.42	
Purchase Order #:	0	*Voucher #:* 158838	*Invoice #:* 1133-302928		99.40
Invoice Description:		STK TRLR ADPTRS			
	001-210-516	SUPPLIES/OPERATING		99.40	
Purchase Order #:	0	*Voucher #:* 159033	*Invoice #:* 1133-302676		20.90
Invoice Description:		#233 WPR BLDS			

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
	001-100-622	RPR/MAINT VEHICLES		20.90	
Purchase Order #:	0	*Voucher #:* 159034	*Invoice #:* 1133-302840		-180.00
Invoice Description:		CRDT- #340 CORE RTRNS			
	001-030-622	RPR/MAINT VEHICLES		-180.00	
Purchase Order #:	0	*Voucher #:* 159035	*Invoice #:* 1133-302925		71.21
Invoice Description:		#905 CABIN FLTRS			
	404-677-618	RPR/MAINT EQUIPMENT		71.21	
Purchase Order #:	0	*Voucher #:* 159036	*Invoice #:* 1133-302929		9.99
Invoice Description:		#287 FOB BATTERY			
	001-100-622	RPR/MAINT VEHICLES		9.99	
Purchase Order #:	0	*Voucher #:* 159037	*Invoice #:* 1133-302931		900.34
Invoice Description:		#233 BRK RTRS/ CLPRS/ PADS			
	001-100-622	RPR/MAINT VEHICLES		900.34	
Purchase Order #:	0	*Voucher #:* 159038	*Invoice #:* 1133-303614		6.02
Invoice Description:		STK MINI LAMPS			
	001-200-516	SUPPLIES/OPERATING		6.02	
Purchase Order #:	0	*Voucher #:* 159039	*Invoice #:* 1133-303618		44.44
Invoice Description:		#708 ABS SNSR			
	404-677-622	RPR/MAINT VEHICLES		44.44	
Purchase Order #:	0	*Voucher #:* 159040	*Invoice #:* 1133-303777		-170.00
Invoice Description:		CRDT- #233 CORE RTRNS			
	001-100-622	RPR/MAINT VEHICLES		-170.00	
Purchase Order #:	0	*Voucher #:* 159041	*Invoice #:* 1133-303905		134.56
Invoice Description:		#223 WTR PMP/ GSKTS			
	001-100-622	RPR/MAINT VEHICLES		134.56	
Purchase Order #:	0	*Voucher #:* 159042	*Invoice #:* 1133-304108		302.99
Invoice Description:		#246A BRK RTRS/ PADS			
	001-100-622	RPR/MAINT VEHICLES		302.99	
Purchase Order #:	0	*Voucher #:* 159043	*Invoice #:* 1133-304371		110.45
Invoice Description:		#0142 BATTERY			
	001-210-618	RPR/MAINT EQUIPMENT		110.45	
Purchase Order #:	0	*Voucher #:* 159044	*Invoice #:* 1133-304343		12.52
Invoice Description:		#603 FUEL CAP			
	001-200-622	RPR/MAINT VEHICLES		12.52	
Purchase Order #:	0	*Voucher #:* 159045	*Invoice #:* 5491-327637		199.38
Invoice Description:		#484,472 BATTERIRES			
	001-175-622	RPR/MAINT VEHICLES		199.38	
Purchase Order #:	0	*Voucher #:* 159046	*Invoice #:* 5491-327859		152.90
Invoice Description:		STK ELEC CNNCTRS			
	001-200-516	SUPPLIES/OPERATING		152.90	
Purchase Order #:	0	*Voucher #:* 159047	*Invoice #:* 5491-327931		20.85
Invoice Description:		CMPRSSR BELT			
	403-676-516	SUPPLIES/OPERATING		20.85	
Purchase Order #:	0	*Voucher #:* 159048	*Invoice #:* 5491-328409		139.97
Invoice Description:		#664 JMPR CBLS			
	403-676-622	RPR/MAINT VEHICLES		139.97	
Purchase Order #:	0	*Voucher #:* 159049	*Invoice #:* 5491-328411		139.97
Invoice Description:		#618 JMPR CBLS			
	403-676-622	RPR/MAINT VEHICLES		139.97	
*****	02/05/2025	6483 GARAGE DOOR RESCUE, INC	Check	No	140.00
Purchase Order #:	0	*Voucher #:* 158674	*Invoice #:* INV-0119		140.00
Invoice Description:		STN 2 REWIRE GRG DR EYES			

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
	001-175-616	RPR/MAINT PLANT/BLDGS		140.00	
*****	02/05/2025	706 G&J POWER EQUIPMENT INC	Check	No	22,048.00
Purchase Order #:	250016	*Voucher #:* 158839	*Invoice #:* 673026		22,048.00
Invoice Description:		3421, 3417 LEXMARK MWRS			
	001-301-507	EQUIPMENT/SMALL		22,048.00	
*****	02/05/2025	5993 GLASS SYSTEMS OF ALABAMA, LLP	Check	No	250.00
Purchase Order #:	0	*Voucher #:* 159050	*Invoice #:* 24659		250.00
Invoice Description:		40" GLASS 1/4"			
	001-614-731	GOMESA		250.00	
*****	02/05/2025	728 GLOBAL INDUSTRIAL	Check	No	298.71
Purchase Order #:	0	*Voucher #:* 159051	*Invoice #:* 122757021		298.71
Invoice Description:		TRASH CAN			
	001-410-507	EQUIPMENT/SMALL		298.71	
*****	02/05/2025	723 GNG PLUMBING	Check	No	358.18
Purchase Order #:	0	*Voucher #:* 158675	*Invoice #:* 333929		42.85
Invoice Description:		PVC CMNT/ FLANGE/ WAX RNG			
	001-100-616	RPR/MAINT PLANT/BLDGS	Accrual	42.85	
Purchase Order #:	0	*Voucher #:* 158840	*Invoice #:* 334060		9.17
Invoice Description:		EXTN TUBE/ WSHRS			
	001-302-616	RPR/MAINT PLANT/BLDGS		9.17	
Purchase Order #:	0	*Voucher #:* 159052	*Invoice #:* I-66930-1		306.16
Invoice Description:		URINAL RPR			
	001-325-616	RPR/MAINT PLANT/BLDGS		306.16	
*****	02/05/2025	5855 GREENSOUTH SOLUTIONS LLC	Check	No	80,854.65
Purchase Order #:	0	*Voucher #:* 158676	*Invoice #:* 4346		80,854.65
Invoice Description:		BIOSOLIDS CONV MGMT			
	403-676-635	UTILITIES		80,854.65	
*****	02/05/2025	8587 GULF ACOUSTICAL, LLC	Check	No	14,680.00
Purchase Order #:	240591	*Voucher #:* 159053	*Invoice #:* 001A		14,680.00
Invoice Description:		SOUND PNL INSTLL OFFICES			
	001-020-516	SUPPLIES/OPERATING		14,680.00	
*****	02/05/2025	3900 GULF CARTS PLUS, LLC	Check	No	320.00
Purchase Order #:	0	*Voucher #:* 158677	*Invoice #:* 7182		320.00
Invoice Description:		TRAIL ECO CART TIRES			
	001-410-618	RPR/MAINT EQUIPMENT	Accrual	320.00	
*****	02/05/2025	806 HACH COMPANY	Check	No	717.00
Purchase Order #:	0	*Voucher #:* 158678	*Invoice #:* 14320890		717.00
Invoice Description:		TNT+			
	403-676-516	SUPPLIES/OPERATING		717.00	
*****	02/05/2025	3117 HAGAN FENCE CO. OF BALDWIN COUNTY INC	Check	No	180.76
Purchase Order #:	0	*Voucher #:* 158679	*Invoice #:* 054351		180.76
Invoice Description:		FENCE TUBES			
	001-614-734	SHOOTING RANGE	Accrual	180.76	
*****	02/05/2025	8534 HART GOLF	Check	No	312.00
Purchase Order #:	0	*Voucher #:* 158680	*Invoice #:* 6398		312.00
Invoice Description:		HAT CLIPS/ RPR TOOLS/ COINS			
	001-303-660	COST OF GOODS SOLD RETAIL		312.00	

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
*****	02/05/2025	3579 HOBBY LOBBY	Check	No	136.39
Purchase Order #:	0	*Voucher #:* 159054	*Invoice #:* 137987365		59.90
Invoice Description:		'SHRK' FABRIC			
001-375-636	PRODUCTION COST			59.90	
Purchase Order #:	0	*Voucher #:* 159055	*Invoice #:* 138108112		76.49
Invoice Description:		'SHRK' FBRC/ SEW SPPLS/ DECOR			
001-375-636	PRODUCTION COST			76.49	
*****	02/05/2025	7822 ICE PLANT, INC.	Check	No	611.10
Purchase Order #:	0	*Voucher #:* 158681	*Invoice #:* 46-5918660		324.00
Invoice Description:		216 BAGS ICE			
001-200-516	SUPPLIES/OPERATING			124.00	
001-210-516	SUPPLIES/OPERATING			100.00	
404-677-516	SUPPLIES/OPERATING			100.00	
Purchase Order #:	0	*Voucher #:* 158841	*Invoice #:* 46-5918650		287.10
Invoice Description:		198 BAGS ICE			
001-301-516	SUPPLIES/OPERATING			287.10	
*****	02/05/2025	230 IMPERIAL DADE	Check	No	232.25
Purchase Order #:	0	*Voucher #:* 158842	*Invoice #:* 36489529		232.25
Invoice Description:		CAN LNRS/ T-TISS/ P-TWLS			
001-030-513	SUPPLIES/JANITORIAL			232.25	
*****	02/05/2025	6543 JANE SIMS	Check	No	300.00
Purchase Order #:	0	*Voucher #:* 158767	*Invoice #:* 250110		150.00
Invoice Description:		PIYO/ P90X			
001-325-612	PROFFESSIONAL FEES			150.00	
Purchase Order #:	0	*Voucher #:* 158933	*Invoice #:* 250117		150.00
Invoice Description:		PIYO/ P90X			
001-325-612	PROFFESSIONAL FEES			150.00	
*****	02/05/2025	8095 JBS TURF, LLC	Check	No	1,050.00
Purchase Order #:	0	*Voucher #:* 158843	*Invoice #:* 3534		1,050.00
Invoice Description:		FERTILIZER/ WETTING AGENT			
001-210-620	RPR/MAINT GROUNDS		Accrual	1,050.00	
*****	02/05/2025	8027 JILL TAYLOR	Check	No	180.00
Purchase Order #:	0	*Voucher #:* 158768	*Invoice #:* 250110		90.00
Invoice Description:		YOGA			
001-325-612	PROFFESSIONAL FEES			90.00	
Purchase Order #:	0	*Voucher #:* 158934	*Invoice #:* 250117		90.00
Invoice Description:		YOGA			
001-325-612	PROFFESSIONAL FEES			90.00	
*****	02/05/2025	871 JIM HOUSE & ASSOCIATES	Check	No	2,063.95
Purchase Order #:	0	*Voucher #:* 159056	*Invoice #:* 24175		2,063.95
Invoice Description:		BLOWER FLTRS			
403-676-516	SUPPLIES/OPERATING			2,063.95	
*****	02/05/2025	5100 JOHN B GAMBLE, PC	Check	No	1,100.00
Purchase Order #:	0	*Voucher #:* 158682	*Invoice #:* MC 2024-16		110.00
Invoice Description:		B. THRASHER			
001-010-612	PROFESSIONAL FEES		Accrual	110.00	
Purchase Order #:	0	*Voucher #:* 158683	*Invoice #:* MC 2024-107		286.00
Invoice Description:		U. N. CATCHINGS			
001-010-612	PROFESSIONAL FEES		Accrual	286.00	

Check Register for 1/23/2025 to 1/7/2026 & 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 #:* 158684	*Invoice #:* MC 2024-361			324.50
Invoice Description: T. WELLS					
001-010-612 PROFESSIONAL FEES					324.50
Purchase Order #: 0	*Voucher #:* 158685	*Invoice #:* TR 2024-879			379.50
Invoice Description: M. B. AYERS					
001-010-612 PROFESSIONAL FEES			Accrual		379.50
***** 02/05/2025	8580 JOHN ROACH LAW, LLC		Check	No	357.50
Purchase Order #: 0	*Voucher #:* 158686	*Invoice #:* TR 24-949			357.50
Invoice Description: B. BRITT					
001-010-612 PROFESSIONAL FEES					357.50
***** 02/05/2025	7110 KATHLEEN A. ANDERSON		Check	No	1,200.00
Purchase Order #: 0	*Voucher #:* 158687	*Invoice #:* 250110			1,200.00
Invoice Description: FOUR A CNG CNCRT					
430-682-612 PROFESSIONAL FEES					1,200.00
***** 02/05/2025	7736 K. PIERRE LLC		Check	No	682.50
Purchase Order #: 0	*Voucher #:* 158688	*Invoice #:* 250110			341.25
Invoice Description: SEAS THE DAY WKSHP					
430-682-612 PROFESSIONAL FEES					341.25
Purchase Order #: 0	*Voucher #:* 159057	*Invoice #:* 250124			341.25
Invoice Description: GETTING BOLD CLSS 1.24.25					
430-682-612 PROFESSIONAL FEES					341.25
***** 02/05/2025	6445 LAMAR COMPANIES		Check	No	6,375.00
Purchase Order #: 240585	*Voucher #:* 159058	*Invoice #:* 116705284			4,025.00
Invoice Description: DGTL/ PSTR FSTVL ADS					
430-682-649 FESTIVALS EXPENSES					4,025.00
Purchase Order #: 240585	*Voucher #:* 159059	*Invoice #:* 116705285			2,350.00
Invoice Description: DGTL/ PSTR FSTVL ADS					
430-682-649 FESTIVALS EXPENSES					2,350.00
***** 02/05/2025	8622 LANIER FORD SHAVER & PAYNE P.C.		Check	No	1,349.50
Purchase Order #: 0	*Voucher #:* 158689	*Invoice #:* 226620			472.50
Invoice Description: NOV 2024 LEGAL CONSULT					
001-001-612 PROFESSIONAL FEES			Accrual		472.50
Purchase Order #: 0	*Voucher #:* 158690	*Invoice #:* 229606			877.00
Invoice Description: DEC 2024 LEGAL CONSULT					
001-001-612 PROFESSIONAL FEES			Accrual		877.00
***** 02/05/2025	8057 LAUREN C. McCAGHREN		Check	No	180.00
Purchase Order #: 0	*Voucher #:* 158769	*Invoice #:* 250110			120.00
Invoice Description: ZUMBA/ CRDO DNC/ DNC PRTY					
001-325-612 PROFFESSIONAL FEES					120.00
Purchase Order #: 0	*Voucher #:* 158935	*Invoice #:* 250117			60.00
Invoice Description: DNC PRTY/ CRDO DNC					
001-325-612 PROFFESSIONAL FEES					60.00
***** 02/05/2025	5305 LAZZARI TRUCK REPAIR, INC.		Check	No	7,293.43
Purchase Order #: 240584	*Voucher #:* 158844	*Invoice #:* W43578			7,293.43
Invoice Description: #901 TURBO RPR					
404-677-622 RPR/MAINT VEHICLES					7,293.43
***** 02/05/2025	7804 LEGACY WINDOW FILMS LLC		Check	No	295.00
Purchase Order #: 0	*Voucher #:* 159060	*Invoice #:* 1636			295.00
Invoice Description: REVENUE WNDO TINT					

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
	001-020-616	RPR/MAINT PLANT/BLDGS		295.00	
*****	02/05/2025	1234 LIBERTY LINEN	Check	No	905.33
Purchase Order #:	0	*Voucher #:* 158691	*Invoice #:* 217150		183.46
Invoice Description:		CAN LNRS/ P-TWLS/ DAWN			
	001-410-652	STATE PARK EXPENSES		144.00	
	001-410-513	SUPPLIES/JANITORIAL		39.46	
Purchase Order #:	0	*Voucher #:* 158692	*Invoice #:* 217185		208.00
Invoice Description:		GLOVES/ CAN LNRS			
	001-410-513	SUPPLIES/JANITORIAL		208.00	
Purchase Order #:	0	*Voucher #:* 158693	*Invoice #:* 217236		80.34
Invoice Description:		P-TOWELS			
	001-410-513	SUPPLIES/JANITORIAL		80.34	
Purchase Order #:	0	*Voucher #:* 158845	*Invoice #:* 217311		73.50
Invoice Description:		P-TOWELS			
	001-410-513	SUPPLIES/JANITORIAL		73.50	
Purchase Order #:	0	*Voucher #:* 159061	*Invoice #:* 217366		63.38
Invoice Description:		T-TISSUE			
	001-410-513	SUPPLIES/JANITORIAL		63.38	
Purchase Order #:	0	*Voucher #:* 159062	*Invoice #:* 217411		238.28
Invoice Description:		T-TISS/ CAN LNRS/ P-TWLS			
	430-682-513	SUPPLIES/JANITORIAL		238.28	
Purchase Order #:	0	*Voucher #:* 159063	*Invoice #:* 217411-1		58.37
Invoice Description:		P-TOWELS			
	430-682-513	SUPPLIES/JANITORIAL		58.37	
*****	02/05/2025	7354 LINCOLN NATIONAL LIFE INSURANCE COMPANY	Check	No	2,376.52
Purchase Order #:	0	*Voucher #:* 158694	*Invoice #:* 241101		1,186.86
Invoice Description:		NOV 2024			
	001-001-480	INSURANCE/HEALTH	Accrual	56.76	
	001-010-480	INSURANCE/HEALTH	Accrual	12.20	
	001-020-480	INSURANCE/HEALTH	Accrual	29.52	
	001-030-480	INSURANCE/HEALTH	Accrual	36.92	
	001-100-480	INSURANCE/HEALTH	Accrual	218.40	
	001-110-480	INSURANCE/HEALTH	Accrual	35.10	
	001-120-480	INSURANCE/HEALTH	Accrual	24.40	
	001-175-480	INSURANCE/HEALTH	Accrual	244.60	
	001-200-480	INSURANCE/HEALTH	Accrual	114.44	
	001-210-480	INSURANCE/HEALTH	Accrual	60.30	
	001-300-480	INSURANCE/HEALTH	Accrual	6.10	
	001-301-480	INSURANCE/HEALTH	Accrual	35.10	
	001-302-480	INSURANCE/HEALTH	Accrual	8.90	
	001-303-480	INSURANCE/HEALTH	Accrual	5.60	
	001-304-480	INSURANCE/HEALTH	Accrual	5.60	
	001-325-480	INSURANCE/HEALTH	Accrual	22.40	
	001-350-480	INSURANCE/HEALTH	Accrual	49.10	
	001-410-480	INSURANCE/HEALTH	Accrual	68.40	
	403-676-480	INSURANCE/HEALTH	Accrual	73.20	
	404-677-480	INSURANCE/HEALTH	Accrual	28.70	
	411-681-480	INSURANCE/HEALTH	Accrual	16.00	
	430-682-480	INSURANCE/HEALTH	Accrual	35.12	
Purchase Order #:	0	*Voucher #:* 158695	*Invoice #:* 241201		1,189.66
Invoice Description:		DEC 2024			
	001-001-480	INSURANCE/HEALTH	Accrual	56.76	

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
	001-010-480	INSURANCE/HEALTH	Accrual		12.20
	001-020-480	INSURANCE/HEALTH	Accrual		29.52
	001-030-480	INSURANCE/HEALTH	Accrual		36.92
	001-100-480	INSURANCE/HEALTH	Accrual		215.60
	001-110-480	INSURANCE/HEALTH	Accrual		37.90
	001-120-480	INSURANCE/HEALTH	Accrual		27.20
	001-175-480	INSURANCE/HEALTH	Accrual		239.00
	001-200-480	INSURANCE/HEALTH	Accrual		120.04
	001-210-480	INSURANCE/HEALTH	Accrual		57.50
	001-300-480	INSURANCE/HEALTH	Accrual		6.10
	001-301-480	INSURANCE/HEALTH	Accrual		37.90
	001-302-480	INSURANCE/HEALTH	Accrual		8.90
	001-303-480	INSURANCE/HEALTH	Accrual		8.40
	001-304-480	INSURANCE/HEALTH	Accrual		5.60
	001-325-480	INSURANCE/HEALTH	Accrual		22.40
	001-350-480	INSURANCE/HEALTH	Accrual		49.10
	001-410-480	INSURANCE/HEALTH	Accrual		68.40
	403-676-480	INSURANCE/HEALTH	Accrual		70.40
	404-677-480	INSURANCE/HEALTH	Accrual		28.70
	411-681-480	INSURANCE/HEALTH	Accrual		16.00
	430-682-480	INSURANCE/HEALTH	Accrual		35.12
*****	02/05/2025	7860 LISA R. NIX	Check	No	60.00
Purchase Order #:	0	*Voucher #:* 158770	*Invoice #:* 250110		30.00
Invoice Description:		HIIT			
	001-325-612	PROFFESSIONAL FEES			30.00
Purchase Order #:	0	*Voucher #:* 158936	*Invoice #:* 250117		30.00
Invoice Description:		HIIT			
	001-325-612	PROFFESSIONAL FEES			30.00
*****	02/05/2025	1259 LOWE'S COMPANIES, INC	Check	No	3,669.39
Purchase Order #:	240563	*Voucher #:* 159064	*Invoice #:* 40563		2,907.25
Invoice Description:		FLR TRIM/ LT BLBS/ DOOR LK LVRS			
	001-604-710	POLICE STATION CONSTRUCTI	Accrual		2,907.25
Purchase Order #:	0	*Voucher #:* 159065	*Invoice #:* 77040		140.03
Invoice Description:		'SHRK' FLR PPR/ PNT/ FOAM/ TRSH BAGS			
	001-375-636	PRODUCTION COST			140.03
Purchase Order #:	0	*Voucher #:* 159066	*Invoice #:* 82574A		308.33
Invoice Description:		GLVS/ CLAMP KIT/ LK DOOR LVR			
	403-676-516	SUPPLIES/OPERATING			308.33
Purchase Order #:	0	*Voucher #:* 159067	*Invoice #:* 84848		283.40
Invoice Description:		'SHRK' FOAM/ PNT/ TRAY LNRS			
	001-375-636	PRODUCTION COST			283.40
Purchase Order #:	0	*Voucher #:* 159068	*Invoice #:* 86823		30.38
Invoice Description:		STAKES			
	001-410-620	RPR/MAINT GROUNDS			30.38
*****	02/05/2025	7710 MARQUISE B. ELSTON	Check	No	360.00
Purchase Order #:	0	*Voucher #:* 158771	*Invoice #:* 250110		180.00
Invoice Description:		TBE/ TBF			
	001-325-612	PROFFESSIONAL FEES			180.00
Purchase Order #:	0	*Voucher #:* 158937	*Invoice #:* 250117		180.00
Invoice Description:		TBE/ TBF			
	001-325-612	PROFFESSIONAL FEES			180.00

Check Register for 1/23/2025 to 1/7/2026 & Check Numbers 0 to 2147483647
Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
*****	02/05/2025	1320 MATHES OF ALABAMA ELECTRIC SUPPLY CO	Check	No	374.70
Purchase Order #:	0	*Voucher #:* 158696	*Invoice #:* 659815-00		101.93
Invoice Description:	DISC $2.08 EXIT LIGHTS				
430-682-616	RPR/MAINT PLANT/BLDGS				101.93
Purchase Order #:	0	*Voucher #:* 158846	*Invoice #:* 660080-00		170.84
Invoice Description:	DISC $3.49 FUSES				
403-676-616	RPR/MAINT PLANT/BLDGS				170.84
Purchase Order #:	0	*Voucher #:* 159069	*Invoice #:* 659814-00		101.93
Invoice Description:	DISC $2.08 EXIT LTS				
001-350-616	RPR/MAINT PLANT/BLDGS				101.93
*****	02/05/2025	7559 MCALEER'S OFFICE FURNITURE CO., INC	Check	No	2,428.00
Purchase Order #:	0	*Voucher #:* 159070	*Invoice #:* 501431-0		2,428.00
Invoice Description:	DESK/ TABLE				
001-175-507	EQUIPMENT/SMALL				2,428.00
*****	02/05/2025	6179 MEDIACOM	Check	No	1,132.97
Purchase Order #:	0	*Voucher #:* 158697	*Invoice #:* 250104		160.94
Invoice Description:	ACCT 5508 STN 3 JAN 2024				
001-175-635	UTILITIES				160.94
Purchase Order #:	0	*Voucher #:* 159071	*Invoice #:* 25-01		972.03
Invoice Description:	JAN 2025				
001-325-612	PROFFESSIONAL FEES				972.03
*****	02/05/2025	425 MICHAEL A. DASINGER III	Check	No	3,333.33
Purchase Order #:	0	*Voucher #:* 158698	*Invoice #:* 250106		3,333.33
Invoice Description:	JAN 2025				
001-010-612	PROFESSIONAL FEES				3,333.33
*****	02/05/2025	7132 MICHELLE MURPHY	Check	No	200.00
Purchase Order #:	0	*Voucher #:* 158772	*Invoice #:* 250110		40.00
Invoice Description:	ZUMBA				
001-325-612	PROFFESSIONAL FEES				40.00
Purchase Order #:	0	*Voucher #:* 158938	*Invoice #:* 250117		160.00
Invoice Description:	ZUMBA				
001-325-612	PROFFESSIONAL FEES				160.00
*****	02/05/2025	1352 MOBILE INSTRUMENT	Check	No	178.00
Purchase Order #:	0	*Voucher #:* 158699	*Invoice #:* 0201027-IN		178.00
Invoice Description:	LASER LEVEL				
001-200-618	RPR/MAINT EQUIPMENT				178.00
*****	02/05/2025	3634 MOTOROLA SOLUTIONS, INC	Check	No	38,410.22
Purchase Order #:	240605	*Voucher #:* 158700	*Invoice #:* 1187138881		16,079.14
Invoice Description:	4/1/25-3/31/26 WW SRVR SPPRT				
001-100-612	PROFESSIONAL FEES				16,079.14
Purchase Order #:	240502	*Voucher #:* 158701	*Invoice #:* 8230496457		22,331.08
Invoice Description:	1/01-12/31/25 GIS MGD SVC				
001-100-612	PROFESSIONAL FEES				22,331.08
*****	02/05/2025	1515 ODP OFFICE SOLUTIONS, LLC	Check	No	1,132.63
Purchase Order #:	0	*Voucher #:* 158702	*Invoice #:* 404430571001		295.90
Invoice Description:	TONER/ COPY PPR/ PTCH TAPE/ FLDRS				
001-303-516	SUPPLIES/OPERATING				295.90
Purchase Order #:	0	*Voucher #:* 158847	*Invoice #:* 405372069001		771.49
Invoice Description:	TONER/ INK				

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
	001-302-516 SUPPLIES/OPERATING			771.49	
Purchase Order #: 0	*Voucher #:* 159072	*Invoice #:* 403872320001			65.24
Invoice Description:	binders				
	411-681-516 SUPPLIES/OPERATING			65.24	
*****	02/05/2025	1520 ORANGE BEACH AUTO & MARINE	Check	No	17.88
Purchase Order #: 0	*Voucher #:* 158848	*Invoice #:* 68782			9.99
Invoice Description:	RUBBER - LFT STN RPR				
	403-676-516 SUPPLIES/OPERATING			9.99	
Purchase Order #: 0	*Voucher #:* 158849	*Invoice #:* 68805			7.89
Invoice Description:	#350 MRN J-B WELD				
	001-614-731 GOMESA			7.89	
*****	02/05/2025	6752 ORANGE BEACH HARDWARE STORE	Check	No	85.62
Purchase Order #: 0	*Voucher #:* 158703	*Invoice #:* 40641			4.99
Invoice Description:	SHACKLE SCREW PIN				
	001-614-731 GOMESA			4.99	
Purchase Order #: 0	*Voucher #:* 158704	*Invoice #:* 40647			31.67
Invoice Description:	STAR BIT/ CONDUIT CLMP				
	001-410-620 RPR/MAINT GROUNDS			31.67	
Purchase Order #: 0	*Voucher #:* 158705	*Invoice #:* 40892			48.96
Invoice Description:	#355 HTR/ CBL CLMP WIRE				
	001-614-731 GOMESA			48.96	
*****	02/05/2025	5734 ORANGE BEACH MARINE CLEAN	Check	No	480.00
Purchase Order #: 0	*Voucher #:* 158706	*Invoice #:* 2316			480.00
Invoice Description:	#276 DRVR ST CVR				
	001-100-622 RPR/MAINT VEHICLES			480.00	
*****	02/05/2025	7105 ORIGINAL WATERMEN, INC	Check	No	2,449.45
Purchase Order #: 0	*Voucher #:* 159073	*Invoice #:* 93802			2,449.45
Invoice Description:	SHORTS/ JACKETS				
	001-175-540 UNIFORMS			2,449.45	
*****	02/05/2025	8594 OX FOUNDATION SOLUTIONS, LLC	Check	No	46,946.00
Purchase Order #: 240539	*Voucher #:* 158850	*Invoice #:* 2410-1814-6530-1			46,946.00
Invoice Description:	CONTORNO HS FNDTN LVL				
	001-300-616 RPR/MAINT PLANT/BLDGS		Accrual	46,946.00	
*****	02/05/2025	6345 PACESETTER PERSONNEL SERVICES	Check	No	3,449.16
Purchase Order #: 0	*Voucher #:* 158851	*Invoice #:* 91995PEN			1,519.56
Invoice Description:	12/30/24-1/03/25 LABOR				
	001-301-612 PROFESSIONAL FEES			1,519.56	
Purchase Order #: 0	*Voucher #:* 159074	*Invoice #:* 92005PEN			1,929.60
Invoice Description:	1/06-1/10/25 LABOR				
	001-301-612 PROFESSIONAL FEES			1,929.60	
*****	02/05/2025	6382 PARIS ACE HARDWARE	Check	No	2,537.85
Purchase Order #: 0	*Voucher #:* 158707	*Invoice #:* 35458523			31.49
Invoice Description:	TARP				
	001-410-516 SUPPLIES/OPERATING		Accrual	31.49	
Purchase Order #: 0	*Voucher #:* 158708	*Invoice #:* 35458786			16.18
Invoice Description:	#414 STEEL BARS				
	001-175-622 RPR/MAINT VEHICLES		Accrual	16.18	
Purchase Order #: 0	*Voucher #:* 158709	*Invoice #:* 35459200			64.07
Invoice Description:	STG TOTE/ PNT RLLRS/ EXT POLE				

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
	001-200-516	SUPPLIES/OPERATING		64.07	
Purchase Order #:	0	*Voucher #:* 158710	*Invoice #:* 35459496		65.27
Invoice Description:		#355 SPRY PNT/ PNT BRSH/ STEEL WOOL			
	001-614-731	GOMESA		65.27	
Purchase Order #:	0	*Voucher #:* 158711	*Invoice #:* 35459637		10.78
Invoice Description:		RAT GLUE TRAPS			
	001-410-652	STATE PARK EXPENSES		10.78	
Purchase Order #:	0	*Voucher #:* 158712	*Invoice #:* 35460940		10.70
Invoice Description:		LUMBER			
	001-410-516	SUPPLIES/OPERATING		10.70	
Purchase Order #:	0	*Voucher #:* 158713	*Invoice #:* 35460987		37.77
Invoice Description:		CULTIVTR/ GLOVES			
	001-614-731	GOMESA		37.77	
Purchase Order #:	0	*Voucher #:* 158714	*Invoice #:* 35461034		23.02
Invoice Description:		7.7 GAL PROPANE			
	001-410-516	SUPPLIES/OPERATING		23.02	
Purchase Order #:	0	*Voucher #:* 158715	*Invoice #:* 35461066		3.23
Invoice Description:		CLAMLITE PLUG			
	001-410-516	SUPPLIES/OPERATING		3.23	
Purchase Order #:	0	*Voucher #:* 158716	*Invoice #:* 35461106		52.15
Invoice Description:		BROOMS/ PIC HANG KIT/ WR HOOK			
	001-410-516	SUPPLIES/OPERATING		52.15	
Purchase Order #:	0	*Voucher #:* 158717	*Invoice #:* 35461114		26.08
Invoice Description:		THERMOMETER/ GREASE			
	430-682-516	SUPPLIES/OPERATING		26.08	
Purchase Order #:	0	*Voucher #:* 158718	*Invoice #:* 35461195		8.63
Invoice Description:		PLASTICWELD SYRINGE			
	001-110-516	SUPPLIES/OPERATING		8.63	
Purchase Order #:	0	*Voucher #:* 158719	*Invoice #:* 35461228		7.38
Invoice Description:		KEYS			
	001-110-516	SUPPLIES/OPERATING		7.38	
Purchase Order #:	0	*Voucher #:* 158720	*Invoice #:* 35461678		12.59
Invoice Description:		HINGE			
	001-175-616	RPR/MAINT PLANT/BLDGS		12.59	
Purchase Order #:	0	*Voucher #:* 158721	*Invoice #:* 35461682		9.34
Invoice Description:		CAT5 CBL/ CUP HOOKS			
	001-410-616	RPR/MAINT PLANT/BLDGS		9.34	
Purchase Order #:	0	*Voucher #:* 158722	*Invoice #:* 35461690		68.04
Invoice Description:		PVD ADPTRS/ CAPS/ PVC CMNT			
	001-175-618	RPR MAINT/EQUIPMENT		68.04	
Purchase Order #:	0	*Voucher #:* 158723	*Invoice #:* 35462456		33.04
Invoice Description:		CUT WHL			
	403-676-516	SUPPLIES/OPERATING		33.04	
Purchase Order #:	0	*Voucher #:* 158724	*Invoice #:* 35461731		19.68
Invoice Description:		KEYS			
	001-200-516	SUPPLIES/OPERATING		19.68	
Purchase Order #:	0	*Voucher #:* 158725	*Invoice #:* 35461930		13.46
Invoice Description:		4.5 GAL PROPANE			
	001-410-516	SUPPLIES/OPERATING		13.46	
Purchase Order #:	0	*Voucher #:* 158726	*Invoice #:* 49419988		118.38
Invoice Description:		HEX DRVR SET/ PICKUP TOOL/ MEAS TAPE			
	001-614-734	SHOOTING RANGE	Accrual	118.38	
Purchase Order #:	0	*Voucher #:* 158727	*Invoice #:* 49421508		25.18

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
Invoice Description:		#414 STEEL BARS			
001-175-622		RPR/MAINT VEHICLES	Accrual	25.18	
Purchase Order #:	0	*Voucher #:* 158728	*Invoice #:* 49421509		6.83
Invoice Description:		#355 ELBOW			
001-410-618		RPR/MAINT EQUIPMENT	Accrual	6.83	
Purchase Order #:	0	*Voucher #:* 158852	*Invoice #:* 35461542		52.38
Invoice Description:		STRETCH FILM/ WRAP			
001-200-516		SUPPLIES/OPERATING		52.38	
Purchase Order #:	0	*Voucher #:* 158853	*Invoice #:* 35462191		20.48
Invoice Description:		NUTS/ BOLTS			
001-200-516		SUPPLIES/OPERATING		20.48	
Purchase Order #:	0	*Voucher #:* 158854	*Invoice #:* 35462380		13.49
Invoice Description:		DOOR KNOB W LOCK			
001-200-516		SUPPLIES/OPERATING		13.49	
Purchase Order #:	0	*Voucher #:* 158855	*Invoice #:* 35462808		83.56
Invoice Description:		RSPRTR/ GLSS CLNR/ ACETONE			
001-614-731		GOMESA		83.56	
Purchase Order #:	0	*Voucher #:* 158856	*Invoice #:* 35462603		23.21
Invoice Description:		BUCKETS/ SAFETY PIN			
001-100-516		SUPPLIES/OPERATING		23.21	
Purchase Order #:	0	*Voucher #:* 158857	*Invoice #:* 35462820		27.99
Invoice Description:		MRN SEALANT- SUNFISH			
001-410-618		RPR/MAINT EQUIPMENT		27.99	
Purchase Order #:	0	*Voucher #:* 158858	*Invoice #:* 35463124		11.85
Invoice Description:		PIC HANG STRP/ CUP HOOKS			
001-410-616		RPR/MAINT PLANT/BLDGS		11.85	
Purchase Order #:	0	*Voucher #:* 158859	*Invoice #:* 35463562		28.03
Invoice Description:		#350 CVRALLS/ RLLRS/ CNTNRS/ PNT TRAYS			
001-614-731		GOMESA		28.03	
Purchase Order #:	0	*Voucher #:* 158860	*Invoice #:* 35463570		108.65
Invoice Description:		DOOR LVR/ LK ENTRY BALL			
001-302-616		RPR/MAINT PLANT/BLDGS		108.65	
Purchase Order #:	0	*Voucher #:* 158861	*Invoice #:* 34263582		38.48
Invoice Description:		HASPS/ KEYS			
001-210-516		SUPPLIES/OPERATING		38.48	
Purchase Order #:	0	*Voucher #:* 158862	*Invoice #:* 35463646		10.99
Invoice Description:		GAP FILLER FOAM			
001-410-652		STATE PARK EXPENSES		10.99	
Purchase Order #:	0	*Voucher #:* 158863	*Invoice #:* 35463684		10.79
Invoice Description:		CLOTHES LINE- F7 FLAG PL			
001-301-516		SUPPLIES/OPERATING		10.79	
Purchase Order #:	0	*Voucher #:* 159075	*Invoice #:* 35449387		55.96
Invoice Description:		JOINT COMPOUND			
001-350-616		RPR/MAINT PLANT/BLDGS	Accrual	55.96	
Purchase Order #:	0	*Voucher #:* 159076	*Invoice #:* 35451159		16.99
Invoice Description:		PEANUTS			
001-410-516		SUPPLIES/OPERATING	Accrual	16.99	
Purchase Order #:	0	*Voucher #:* 159077	*Invoice #:* 35452435		78.56
Invoice Description:		SCRWS/ SNIPS/ CAP/ KNIFE			
001-350-616		RPR/MAINT PLANT/BLDGS	Accrual	78.56	
Purchase Order #:	0	*Voucher #:* 159078	*Invoice #:* 35455080		-50.47
Invoice Description:		CRDT- TRASH CAN/ WSTBSKT			
404-677-516		SUPPLIES/OPERATING	Accrual	-50.47	

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
Purchase Order #: 0	*Voucher #:* 159079	*Invoice #:* 35455351			23.98
Invoice Description: DUCT TAPE/ METAL RPR TAPE					
411-681-516 SUPPLIES/OPERATING			Accrual	23.98	
Purchase Order #: 0	*Voucher #:* 159080	*Invoice #:* 35455496			3.59
Invoice Description: SCREEN					
001-350-616 RPR/MAINT PLANT/BLDGS			Accrual	3.59	
Purchase Order #: 0	*Voucher #:* 159081	*Invoice #:* 35455819			5.39
Invoice Description: DISC MAGNETS					
001-200-516 SUPPLIES/OPERATING			Accrual	5.39	
Purchase Order #: 0	*Voucher #:* 159082	*Invoice #:* 35455967			19.99
Invoice Description: LP GAS TANK EXCHNG					
001-410-516 SUPPLIES/OPERATING			Accrual	19.99	
Purchase Order #: 0	*Voucher #:* 159083	*Invoice #:* 35455981			35.98
Invoice Description: BOLTS					
001-410-616 RPR/MAINT PLANT/BLDGS			Accrual	35.98	
Purchase Order #: 0	*Voucher #:* 159084	*Invoice #:* 35457159			53.09
Invoice Description: WOOD FNSH/ MNRL SPRTS/ BRSH					
001-350-616 RPR/MAINT PLANT/BLDGS			Accrual	53.09	
Purchase Order #: 0	*Voucher #:* 159085	*Invoice #:* 35458451			8.63
Invoice Description: RIVETS					
001-210-516 SUPPLIES/OPERATING			Accrual	8.63	
Purchase Order #: 0	*Voucher #:* 159086	*Invoice #:* 35458561			45.96
Invoice Description: 2 BAGS QKRTE/ GAP FLLR					
403-676-516 SUPPLIES/OPERATING			Accrual	45.96	
Purchase Order #: 0	*Voucher #:* 159087	*Invoice #:* 35462154			62.99
Invoice Description: 50# BAG RYE SEED					
001-410-516 SUPPLIES/OPERATING				62.99	
Purchase Order #: 0	*Voucher #:* 159088	*Invoice #:* 35462189			17.99
Invoice Description: #281 NETWRK CBL					
001-100-622 RPR/MAINT VEHICLES				17.99	
Purchase Order #: 0	*Voucher #:* 159089	*Invoice #:* 35462472			107.83
Invoice Description: EMPTY PAINT CANS					
001-100-516 SUPPLIES/OPERATING				107.83	
Purchase Order #: 0	*Voucher #:* 159090	*Invoice #:* 35462529			34.98
Invoice Description: AA/ AAA BATTERIES					
001-350-516 SUPPLIES/OPERATING				34.98	
Purchase Order #: 0	*Voucher #:* 159091	*Invoice #:* 35462532			93.12
Invoice Description: BRSH SETS/ WOOD FNSH/ GLVS					
001-350-516 SUPPLIES/OPERATING				93.12	
Purchase Order #: 0	*Voucher #:* 159092	*Invoice #:* 35462830			9.42
Invoice Description: RECTCL PLT/ TGGL SWTCH WLLPLTS					
001-175-616 RPR/MAINT PLANT/BLDGS				9.42	
Purchase Order #: 0	*Voucher #:* 159093	*Invoice #:* 35462905			1.72
Invoice Description: NUTS/ BOLTS					
001-304-616 RPR/MAINT PLANT/BLDGS				1.72	
Purchase Order #: 0	*Voucher #:* 159094	*Invoice #:* 35462940			16.18
Invoice Description: SANDING SPONGES					
001-350-516 SUPPLIES/OPERATING				16.18	
Purchase Order #: 0	*Voucher #:* 159095	*Invoice #:* 35463069			3.59
Invoice Description: LIGHTER					
001-100-516 SUPPLIES/OPERATING				3.59	
Purchase Order #: 0	*Voucher #:* 159096	*Invoice #:* 35463468			20.22
Invoice Description: HMMR BITS/ WALL ANCHORS					

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
	001-110-618	RPR/MAINT EQUIPMENT		20.22	
Purchase Order #:	0	*Voucher #:* 159097	*Invoice #:* 35463604		5.61
Invoice Description:		KEYS/ LUBE			
	001-303-516	SUPPLIES/OPERATING		5.61	
Purchase Order #:	0	*Voucher #:* 159098	*Invoice #:* 35463700		6.86
Invoice Description:		NUTS/ BOLTS			
	001-410-516	SUPPLIES/OPERATING		6.86	
Purchase Order #:	0	*Voucher #:* 159099	*Invoice #:* 35463892		11.69
Invoice Description:		ROOF CAP NAILS			
	001-614-734	SHOOTING RANGE		11.69	
Purchase Order #:	0	*Voucher #:* 159100	*Invoice #:* 35463957		9.00
Invoice Description:		#350 PAINTER TAPE			
	001-614-731	GOMESA		9.00	
Purchase Order #:	0	*Voucher #:* 159101	*Invoice #:* 35463971		12.99
Invoice Description:		GORILL SLVR TAPE			
	001-302-516	SUPPLIES/OPERATING		12.99	
Purchase Order #:	0	*Voucher #:* 159102	*Invoice #:* 35464031		23.01
Invoice Description:		GROMMETS/ CAULK			
	001-301-516	SUPPLIES/OPERATING		23.01	
Purchase Order #:	0	*Voucher #:* 159103	*Invoice #:* 35464048		47.80
Invoice Description:		VOLT TSTR/ CBL TIES/ RGD STRPS			
	001-604-710	POLICE STATION CONSTRUCTI		47.80	
Purchase Order #:	0	*Voucher #:* 159104	*Invoice #:* 35464068		10.99
Invoice Description:		GAP FILLER			
	001-410-652	STATE PARK EXPENSES		10.99	
Purchase Order #:	0	*Voucher #:* 159105	*Invoice #:* 35464082		52.44
Invoice Description:		LQR THNNR/ WOOD STAIN			
	001-200-516	SUPPLIES/OPERATING		52.44	
Purchase Order #:	0	*Voucher #:* 159106	*Invoice #:* 35464142		63.87
Invoice Description:		HEAT GUN/ WLL PLT/ OUTLET			
	001-175-507	EQUIPMENT/SMALL		49.49	
	001-175-616	RPR/MAINT PLANT/BLDGS		14.38	
Purchase Order #:	0	*Voucher #:* 159107	*Invoice #:* 35464236		15.29
Invoice Description:		RECIP SAW BLDS			
	001-350-616	RPR/MAINT PLANT/BLDGS		15.29	
Purchase Order #:	0	*Voucher #:* 159108	*Invoice #:* 35464296		6.93
Invoice Description:		TAP PLUG/ NUTS			
	001-301-516	SUPPLIES/OPERATING		6.93	
Purchase Order #:	0	*Voucher #:* 159109	*Invoice #:* 35464460		33.19
Invoice Description:		11.1 GAL LP GAS			
	001-100-516	SUPPLIES/OPERATING		33.19	
Purchase Order #:	0	*Voucher #:* 159110	*Invoice #:* 35464510		51.87
Invoice Description:		TORCH KIT/ REEL CHLKLN/ CHLK			
	001-200-516	SUPPLIES/OPERATING		51.87	
Purchase Order #:	0	*Voucher #:* 159111	*Invoice #:* 35464518		4.08
Invoice Description:		KEYS			
	001-100-516	SUPPLIES/OPERATING		4.08	
Purchase Order #:	0	*Voucher #:* 159112	*Invoice #:* 35464710		147.66
Invoice Description:		TAPE MSRS/ BIT SET/ MSR WHL/ SCKT ADPTR			
	403-676-516	SUPPLIES/OPERATING		147.66	
Purchase Order #:	0	*Voucher #:* 159113	*Invoice #:* 35465011		17.04
Invoice Description:		5.7 GAL LP GAS			
	001-100-516	SUPPLIES/OPERATING		17.04	

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
Purchase Order #: 0	*Voucher #:* 159114	*Invoice #:* 35465097			3.28
Invoice Description: KEYS					
001-200-516 SUPPLIES/OPERATING				3.28	
Purchase Order #: 0	*Voucher #:* 159115	*Invoice #:* 35465113			26.99
Invoice Description: PUSHBROOM					
001-350-516 SUPPLIES/OPERATING				26.99	
Purchase Order #: 0	*Voucher #:* 159116	*Invoice #:* 35465232			86.65
Invoice Description: SHLF BRCKTS/ NUTS/ UTLTY STRAPS					
001-604-710 POLICE STATION CONSTRUCTI				86.65	
Purchase Order #: 0	*Voucher #:* 159117	*Invoice #:* 35466578			10.17
Invoice Description: FAUCET COVERS					
430-682-516 SUPPLIES/OPERATING				10.17	
Purchase Order #: 0	*Voucher #:* 159118	*Invoice #:* 35467079			42.16
Invoice Description: JMPR CBLS/ HEAT BLBS					
403-676-516 SUPPLIES/OPERATING				42.16	
Purchase Order #: 0	*Voucher #:* 159119	*Invoice #:* 49426138			89.40
Invoice Description: 29.9 GAL LP GAS					
001-200-516 SUPPLIES/OPERATING				89.40	
***** 02/05/2025	290 PARISH TRACTOR COMPANY, LLC		Check	No	346,055.03
Purchase Order #: 0	*Voucher #:* 158729	*Invoice #:* P23269			260.15
Invoice Description: #720 ASSM CPLR/ SWTCH/ KEY/ VLV					
001-200-618 RPR/MAINT EQUIPMENT				260.15	
Purchase Order #: 240579	*Voucher #:* 158864	*Invoice #:* E04944			108,812.10
Invoice Description: KUBOTA TRCTR 0432/ FRNT LDR					
001-614-731 GOMESA			Accrual	108,812.10	
Purchase Order #: 250023	*Voucher #:* 158865	*Invoice #:* E04972			110,254.60
Invoice Description: KUBOTA MOWERS 6168,6060,6064,6063					
001-608-730 STREET CAPITAL EQUIPMENT				110,254.60	
Purchase Order #: 250022	*Voucher #:* 158866	*Invoice #:* E04973			126,708.26
Invoice Description: KUBOTA EXCVTR 0117					
001-608-730 STREET CAPITAL EQUIPMENT				126,708.26	
Purchase Order #: 0	*Voucher #:* 158867	*Invoice #:* P23356			19.92
Invoice Description: KEYS					
001-200-516 SUPPLIES/OPERATING				19.92	
***** 02/05/2025	3555 PARKWAY EQUIPMENT INC.		Check	No	308.66
Purchase Order #: 0	*Voucher #:* 159120	*Invoice #:* 01-29247			308.66
Invoice Description: STK CHNSAW BLDS/ BLD CLNR					
001-210-516 SUPPLIES/OPERATING				308.66	
***** 02/05/2025	7610 PATTERSON VETERINARY SUPPLY INC		Check	No	151.38
Purchase Order #: 0	*Voucher #:* 158868	*Invoice #:* 3034734581			-35.58
Invoice Description: CRDT- FOOD					
001-410-516 SUPPLIES/OPERATING				-35.58	
Purchase Order #: 0	*Voucher #:* 158869	*Invoice #:* 3034783407			35.58
Invoice Description: FOOD					
001-410-516 SUPPLIES/OPERATING				35.58	
Purchase Order #: 0	*Voucher #:* 158870	*Invoice #:* 3034793967			151.38
Invoice Description: IV BAGS					
001-410-516 SUPPLIES/OPERATING				151.38	
***** 02/05/2025	1616 PEAK SOFTWARE SYSTEMS INC		Check	No	201.76
Purchase Order #: 0	*Voucher #:* 158871	*Invoice #:* 028064			201.76
Invoice Description: DISC $6.24 SWIPE RDR					

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
	001-303-612	PROFESSIONAL FEES			201.76
*****	02/05/2025	6046 PRECISION DELTA CORP	Check	No	8,321.40
Purchase Order #:	250013	*Voucher #:* 159121	*Invoice #:* 32543		8,321.40
Invoice Description:		60 BXS AMMO			
	001-100-516	SUPPLIES/OPERATING			8,321.40
*****	02/05/2025	1658 PRECISION GLASS TINTING	Check	No	420.00
Purchase Order #:	0	*Voucher #:* 158730	*Invoice #:* 1001090		420.00
Invoice Description:		#345 WINDOW TINT			
	001-410-622	RPR/MAINT VEHICLES	Accrual		420.00
*****	02/05/2025	6074 PRINTING PROS	Check	No	2,834.00
Purchase Order #:	0	*Voucher #:* 158872	*Invoice #:* 17978		80.00
Invoice Description:		LV ONLY FTPRNTS CARDS			
	001-410-516	SUPPLIES/OPERATING			80.00
Purchase Order #:	0	*Voucher #:* 158873	*Invoice #:* 17990		220.00
Invoice Description:		EMPL BRKT MAGNETS			
	001-100-516	SUPPLIES/OPERATING			220.00
Purchase Order #:	0	*Voucher #:* 159122	*Invoice #:* 17911		35.00
Invoice Description:		POLICY BOOK			
	001-100-516	SUPPLIES/OPERATING			35.00
Purchase Order #:	0	*Voucher #:* 159123	*Invoice #:* 18088		2,499.00
Invoice Description:		LESS $249.90 TAX LOF WRSTBANDS			
	001-410-516	SUPPLIES/OPERATING			2,499.00
*****	02/05/2025	5450 PRO CHEM INC.	Check	No	196.37
Purchase Order #:	0	*Voucher #:* 159124	*Invoice #:* 184849		196.37
Invoice Description:		RUST CLNR			
	403-676-516	SUPPLIES/OPERATING			196.37
*****	02/05/2025	7861 PROLOGIC ITS, LLC	Check	No	2,647.84
Purchase Order #:	240604	*Voucher #:* 159125	*Invoice #:* INV17447		2,647.84
Invoice Description:		GUN RACKS #218-24,219-24,220-24,221-24			
	001-100-507	EQUIPMENT/SMALL	Accrual		2,647.84
*****	02/05/2025	6008 PUBLIX SUPER MARKETS, INC	Check	No	480.10
Purchase Order #:	0	*Voucher #:* 158874	*Invoice #:* 1045377740		188.04
Invoice Description:		CUPS/ SNKS/ DRNKS			
	001-100-516	SUPPLIES/OPERATING			188.04
Purchase Order #:	0	*Voucher #:* 159126	*Invoice #:* 1046456718		15.50
Invoice Description:		INMATE RX			
	001-110-516	SUPPLIES/OPERATING			15.50
Purchase Order #:	0	*Voucher #:* 159127	*Invoice #:* 1046458036		26.68
Invoice Description:		INMATE RX			
	001-110-516	SUPPLIES/OPERATING			26.68
Purchase Order #:	0	*Voucher #:* 159128	*Invoice #:* 1052205105		249.88
Invoice Description:		COMMAND CLLG MEAL			
	001-100-516	SUPPLIES/OPERATING			249.88
*****	02/05/2025	7590 ROBERSON SERVICES OF ALABAMA LLC	Check	No	47.50
Purchase Order #:	0	*Voucher #:* 159131	*Invoice #:* 313		47.50
Invoice Description:		DEC 2024 TBLCLTHS CLN			
	430-682-650	EXHIBITIONS & PROMOTIONS	Accrual		47.50
*****	02/05/2025	3229 ROBERTSDALE FEED STORE	Check	No	587.69
Purchase Order #:	0	*Voucher #:* 158731	*Invoice #:* 6881		431.38

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
Invoice Description:		TROUGH/ HAYS/ OIL/ HRB FEED			
001-410-516		SUPPLIES/OPERATING			431.38
Purchase Order #: 0		*Voucher #:* 159129	*Invoice #:* 6983		96.36
Invoice Description:		RODENT FOOD			
001-410-516		SUPPLIES/OPERATING			96.36
Purchase Order #: 0		*Voucher #:* 159130	*Invoice #:* 7023		59.95
Invoice Description:		TIMOTHY HAY/ PINE SHAVINGS			
001-410-516		SUPPLIES/OPERATING			59.95
*****	02/05/2025	6267 ROMAN STREET MUSIC, LLC	Check	No	2,000.00
Purchase Order #: 0		*Voucher #:* 159132	*Invoice #:* 250101		2,000.00
Invoice Description:		ACOUSTIC ARTS EVNT 1.24.25			
430-682-612		PROFESSIONAL FEES			2,000.00
*****	02/05/2025	3640 SAFELITE AUTO GLASS	Check	No	376.05
Purchase Order #: 0		*Voucher #:* 159134	*Invoice #:* 05744-112840		376.05
Invoice Description:		#451 WIND SHIELD			
001-175-622		RPR/MAINT VEHICLES			376.05
*****	02/05/2025	1924 SAM'S CLUB DIRECT	Check	No	600.99
Purchase Order #: 0		*Voucher #:* 158875	*Invoice #:* 9260		600.99
Invoice Description:		VNDNG/ CNCSSNS/ EAC MFFNS			
001-301-516		SUPPLIES/OPERATING			544.03
001-001-641		EMPLOYEE ADVISORY COMM			56.96
*****	02/05/2025	1925 SAM'S STOP N SHOP	Check	No	481.95
Purchase Order #: 0		*Voucher #:* 158732	*Invoice #:* 7129929		90.00
Invoice Description:		MINNOWS			
001-410-516		SUPPLIES/OPERATING	Accrual		90.00
Purchase Order #: 0		*Voucher #:* 158733	*Invoice #:* 7130987		45.00
Invoice Description:		MINNOWS			
001-410-516		SUPPLIES/OPERATING	Accrual		45.00
Purchase Order #: 0		*Voucher #:* 158734	*Invoice #:* 7132069		99.95
Invoice Description:		MINNOWS			
001-410-516		SUPPLIES/OPERATING	Accrual		99.95
Purchase Order #: 0		*Voucher #:* 158735	*Invoice #:* 7133384		60.00
Invoice Description:		MINNOWS			
001-410-516		SUPPLIES/OPERATING	Accrual		60.00
Purchase Order #: 0		*Voucher #:* 158736	*Invoice #:* 7135833		45.00
Invoice Description:		MINNOWS			
001-410-516		SUPPLIES/OPERATING	Accrual		45.00
Purchase Order #: 0		*Voucher #:* 158737	*Invoice #:* 7137247		60.00
Invoice Description:		MINNOWS			
001-410-516		SUPPLIES/OPERATING	Accrual		60.00
Purchase Order #: 0		*Voucher #:* 158738	*Invoice #:* 7137292		7.00
Invoice Description:		MINNOWS			
001-410-516		SUPPLIES/OPERATING	Accrual		7.00
Purchase Order #: 0		*Voucher #:* 158739	*Invoice #:* 7138159		75.00
Invoice Description:		MINNOWS			
001-410-516		SUPPLIES/OPERATING	Accrual		75.00
*****	02/05/2025	1370 SANDY SANSING CHEVROLET OF FOLEY	Check	No	210.96
Purchase Order #: 0		*Voucher #:* 159137	*Invoice #:* 738086		210.96
Invoice Description:		#230 STARTER			
001-100-622		RPR/MAINT VEHICLES			210.96

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
*****	02/05/2025	8577 SASSY TOOLS, LLC	Check	No	529.99
Purchase Order #:	0	*Voucher #:* 158740	*Invoice #:* D 3748		529.99
Invoice Description:		1/2" ANGL TORQUE WRNCH			
001-200-507	EQUIPMENT/SMALL			176.66	
001-210-507	EQUIPMENT/SMALL			176.66	
404-677-507	EQUIPMENT/SMALL			176.67	
*****	02/05/2025	1918 SAUNDERS YACHTWORKS LLC	Check	No	358.60
Purchase Order #:	0	*Voucher #:* 158876	*Invoice #:* 955-20830-27612		339.10
Invoice Description:		#350 BLK BTTM PNT/ BARRIER COAT			
001-614-731	GOMESA			339.10	
Purchase Order #:	0	*Voucher #:* 159133	*Invoice #:* 955-20835-34241		19.50
Invoice Description:		RESPIRATOR/ FLTR			
001-410-516	SUPPLIES/OPERATING			19.50	
*****	02/05/2025	8620 SHARP ELECTRONICS CORPORATION	Check	No	306.04
Purchase Order #:	0	*Voucher #:* 159135	*Invoice #:* 38204820-DEC		153.02
Invoice Description:		11/01-11/30/24 COPIER			
403-676-516	SUPPLIES/OPERATING		Accrual	153.02	
Purchase Order #:	0	*Voucher #:* 159136	*Invoice #:* 38294232		153.02
Invoice Description:		01/01-01/31/25 COPIER			
403-676-516	SUPPLIES/OPERATING			153.02	
*****	02/05/2025	1930 SHERWIN-WILLIAMS	Check	No	55.23
Purchase Order #:	0	*Voucher #:* 158877	*Invoice #:* 4796-5		55.23
Invoice Description:		PAINT/ PRMR/ BRSH			
001-301-616	RPR/MAINT PLANT/BLDGS			55.23	
*****	02/05/2025	3723 SHORELINE ENVIRONMENTAL, INC.	Check	No	508.75
Purchase Order #:	0	*Voucher #:* 158741	*Invoice #:* 70498		508.75
Invoice Description:		SRPLS FUEL/ OILY WTR/ USED OIL PKUP			
404-677-612	PROFESSIONAL FEES			508.75	
*****	02/05/2025	6700 SOUTHERN RAPID HEALTHCARE INC	Check	No	1,925.00
Purchase Order #:	0	*Voucher #:* 158742	*Invoice #:* 20888		600.00
Invoice Description:		12/23/24-01/05/25 RN JAIL VISITS			
001-110-612	PROFESSIONAL FEES		Accrual	600.00	
Purchase Order #:	0	*Voucher #:* 158743	*Invoice #:* 20890		1,325.00
Invoice Description:		DEC 24 PRE-EMPL/ REG DRUG TSTS/ PHYSCLS			
001-001-612	PROFESSIONAL FEES		Accrual	1,325.00	
*****	02/05/2025	7383 SOUTHERN TIRE MART, LLC	Check	No	2,880.40
Purchase Order #:	0	*Voucher #:* 159138	*Invoice #:* 2030140723		2,398.24
Invoice Description:		#747 TIRES			
001-200-618	RPR/MAINT EQUIPMENT		Accrual	2,398.24	
Purchase Order #:	0	*Voucher #:* 159139	*Invoice #:* 2030141837		482.16
Invoice Description:		#233 TIRES			
001-100-622	RPR/MAINT VEHICLES			482.16	
*****	02/05/2025	6756 STAPLES BUSINESS ADVANTAGE	Check	No	522.47
Purchase Order #:	0	*Voucher #:* 158744	*Invoice #:* 6021462481		522.47
Invoice Description:		INK/ TONER/ COPY PPR/ LBLS			
001-010-516	SUPPLIES/OPERATING			522.47	
*****	02/05/2025	2008 SUNBELT FIRE, INC.	Check	No	3,431.99
Purchase Order #:	0	*Voucher #:* 158745	*Invoice #:* 00021575		1,260.00

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
Invoice Description: HELMETS					
001-175-507 EQUIPMENT/SMALL				1,260.00	
Purchase Order #: 0	*Voucher #:* 158746	*Invoice #:* 00021741			1,680.00
Invoice Description: HELMETS					
001-175-507 EQUIPMENT/SMALL				1,680.00	
Purchase Order #: 0	*Voucher #:* 158747	*Invoice #:* 00021771			491.99
Invoice Description: #458 HANDLE					
001-175-622 RPR/MAINT VEHICLES				491.99	
***** 02/05/2025	6107 SUNSOUTH, LLC		Check	No	916.40
Purchase Order #: 0	*Voucher #:* 158878	*Invoice #:* 5082692			916.40
Invoice Description: #761 KNIVES/ SPCR/ NUTS					
001-200-618 RPR/MAINT EQUIPMENT				916.40	
***** 02/05/2025	7962 SWEAT TIRE OF FOLEY		Check	No	1,657.00
Purchase Order #: 0	*Voucher #:* 158748	*Invoice #:* 91010			571.36
Invoice Description: #371 TIRES					
001-410-622 RPR/MAINT VEHICLES				571.36	
Purchase Order #: 0	*Voucher #:* 158879	*Invoice #:* 92135			84.00
Invoice Description: #794 ALIGNMENT					
001-200-622 RPR/MAINT VEHICLES				84.00	
Purchase Order #: 0	*Voucher #:* 159140	*Invoice #:* 91953			531.20
Invoice Description: #294 TIRES					
001-100-622 RPR/MAINT VEHICLES				531.20	
Purchase Order #: 0	*Voucher #:* 159141	*Invoice #:* 92260			470.44
Invoice Description: #828 TIRES					
404-677-618 RPR/MAINT EQUIPMENT				470.44	
***** 02/05/2025	7006 SWEETWATER SOUND INC		Check	No	14,998.51
Purchase Order #: 250009	*Voucher #:* 159142	*Invoice #:* 43936808			14,520.51
Invoice Description: GUITR/ KYBRD/ SMPLNG PRCSSN PAD					
001-350-507 EQUIPMENT/SMALL				14,520.51	
Purchase Order #: 250009	*Voucher #:* 159143	*Invoice #:* 43968393			478.00
Invoice Description: PEDAL BOARDS					
001-350-507 EQUIPMENT/SMALL				478.00	
***** 02/05/2025	2016 SWIFT SUPPLY, INC.		Check	No	1,927.59
Purchase Order #: 0	*Voucher #:* 159144	*Invoice #:* 79047			-47.96
Invoice Description: CRDT- JOINT CMPND					
001-350-616 RPR/MAINT PLANT/BLDGS			Accrual	-47.96	
Purchase Order #: 0	*Voucher #:* 159145	*Invoice #:* 965145			449.99
Invoice Description: LMBR/ SCRWS/ BLTS/ NUTS/ WSHRS					
001-614-733 COASTAL RESOURCE WILDLIFE CTR				449.99	
Purchase Order #: 0	*Voucher #:* 159146	*Invoice #:* 965912			923.90
Invoice Description: SHTHNG/ LMBR					
001-614-734 SHOOTING RANGE				923.90	
Purchase Order #: 0	*Voucher #:* 159147	*Invoice #:* 966110			46.77
Invoice Description: PLYWOOD					
001-410-616 RPR/MAINT PLANT/BLDGS				46.77	
Purchase Order #: 0	*Voucher #:* 159148	*Invoice #:* 966436			14.33
Invoice Description: PLYWOOD					
001-200-516 SUPPLIES/OPERATING				14.33	
Purchase Order #: 0	*Voucher #:* 159149	*Invoice #:* 966532			78.60
Invoice Description: EXPANSION JOINTS					
001-200-516 SUPPLIES/OPERATING				78.60	

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
Purchase Order #: 0		*Voucher #:* 159150	*Invoice #:* 966559		297.00
Invoice Description:		GRINDER/ CUTTING DISC/ REBAR			
001-200-516	SUPPLIES/OPERATING			26.35	
001-200-507	EQUIPMENT/SMALL			270.65	
Purchase Order #: 0		*Voucher #:* 159151	*Invoice #:* 966656		164.96
Invoice Description:		LUMBER			
001-303-620	RPR/MAINT GROUNDS			164.96	
*****	02/05/2025	3492 SYSCO GULF COAST INC	Check	No	865.86
Purchase Order #: 0		*Voucher #:* 158880	*Invoice #:* 374932220 6		493.61
Invoice Description:		TORT CHPS/ FRANKS/ CHILI SC			
001-301-516	SUPPLIES/OPERATING			493.61	
Purchase Order #: 0		*Voucher #:* 158881	*Invoice #:* 374936731 8		372.25
Invoice Description:		CHEESE SAUCE			
001-301-516	SUPPLIES/OPERATING			372.25	
*****	02/05/2025	8647 TERVIS TUMBLER COMPANY	Check	No	657.66
Purchase Order #: 0		*Voucher #:* 159152	*Invoice #:* 227067		-60.34
Invoice Description:		CRDT- TAX AMT INV11162915			
001-303-660	COST OF GOODS SOLD RETAIL			-60.34	
Purchase Order #: 0		*Voucher #:* 159153	*Invoice #:* 11162915		718.00
Invoice Description:		TUMBLERS			
001-303-660	COST OF GOODS SOLD RETAIL			718.00	
*****	02/05/2025	6077 THE LAKE DOCTORS, INC	Check	No	676.00
Purchase Order #: 0		*Voucher #:* 158882	*Invoice #:* 1964074		495.00
Invoice Description:		POND WTR MGMT			
001-303-620	RPR/MAINT GROUNDS			495.00	
Purchase Order #: 0		*Voucher #:* 159154	*Invoice #:* 1963911		181.00
Invoice Description:		POND MGMT			
001-608-720	ROADWAYS/PAVING/RESURFACE			181.00	
*****	02/05/2025	6592 THE UPS STORE #5864	Check	No	115.90
Purchase Order #: 0		*Voucher #:* 159155	*Invoice #:* 241120		115.90
Invoice Description:		LESS $2.26 TAX PKG SADDLEBROOK,NJ			
403-676-612	PROFESSIONAL FEES			115.90	
*****	02/05/2025	3099 THOMPSON ENGINEERING	Check	No	11,476.00
Purchase Order #: 0		*Voucher #:* 159156	*Invoice #:* 241202147		11,476.00
Invoice Description:		BEAR PT DRNG BASIN STDY #1			
001-615-705	OB STORMWATER- RESTORE			11,476.00	
*****	02/05/2025	2035 THOMPSON TRACTOR CO, INC.	Check	No	920.72
Purchase Order #: 0		*Voucher #:* 159157	*Invoice #:* SPI01592358		920.72
Invoice Description:		#905 SVC			
404-677-618	RPR/MAINT EQUIPMENT			920.72	
*****	02/05/2025	2371 THOMSON REUTERS - WEST PAYMENT CENTER	Check	No	22.52
Purchase Order #: 0		*Voucher #:* 158749	*Invoice #:* 851362295		22.52
Invoice Description:		LIBRARY PLAN CHGS			
001-001-612	PROFESSIONAL FEES			22.52	
*****	02/05/2025	6764 TRANS UNION LLC	Check	No	80.35
Purchase Order #: 0		*Voucher #:* 159158	*Invoice #:* 01547398		80.35
Invoice Description:		DEC 2024			
001-100-516	SUPPLIES/OPERATING		Accrual	80.35	

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
*****	02/05/2025	8122 TREY CANIDA LAW, LLC	Check	No	252.00
Purchase Order #:	0	*Voucher #:* 158750	*Invoice #:* TR 2024-743		252.00
Invoice Description:	F. L. BRAVO				
001-010-612	PROFESSIONAL FEES				252.00
*****	02/05/2025	2127 UNITED RENTALS INC	Check	No	730.00
Purchase Order #:	0	*Voucher #:* 158883	*Invoice #:* 237800332-006		730.00
Invoice Description:	OFC CNTNR RENT TO 2.03.25				
001-614-734	SHOOTING RANGE				730.00
*****	02/05/2025	6565 UNITI FIBER	Check	No	2,775.76
Purchase Order #:	0	*Voucher #:* 158751	*Invoice #:* 527699		966.76
Invoice Description:	ACCT 1576928 PD INTERNET				
001-100-635	UTILITIES				966.76
Purchase Order #:	0	*Voucher #:* 159159	*Invoice #:* 526600		1,809.00
Invoice Description:	ACCT 1566390 JAN 2025				
001-030-635	UTILITIES				1,809.00
*****	02/05/2025	2146 USA BLUE BOOK	Check	No	823.76
Purchase Order #:	0	*Voucher #:* 159160	*Invoice #:* INV00596807		823.76
Invoice Description:	FLOW-THRU PLUG				
403-676-516	SUPPLIES/OPERATING				823.76
*****	02/05/2025	7315 USDA, APHIS, WILDLIFE SERVICES	Check	No	2,286.07
Purchase Order #:	0	*Voucher #:* 159161	*Invoice #:* 3005235073		2,286.07
Invoice Description:	COYOTE/ BEAVER 8.15.22-8.14.24				
001-410-612	PROFESSIONAL FEES		Accrual		2,286.07
*****	02/05/2025	6250 US FOODS INC	Check	No	1,055.05
Purchase Order #:	0	*Voucher #:* 158752	*Invoice #:* 1990977		633.29
Invoice Description:	INMATE CONCESSIONS				
001-110-516	SUPPLIES/OPERATING				633.29
Purchase Order #:	0	*Voucher #:* 159162	*Invoice #:* 2242515		421.76
Invoice Description:	INMATE CONCESSIONS				
001-110-516	SUPPLIES/OPERATING				421.76
*****	02/05/2025	6602 VERIZON CONNECT FLEET USA, LLC	Check	No	177.50
Purchase Order #:	0	*Voucher #:* 158753	*Invoice #:* 328000069154		177.50
Invoice Description:	DEC 24 TRACKING MIFI				
404-677-612	PROFESSIONAL FEES		Accrual		177.50
*****	02/05/2025	2250 VISUAL EFFECTS	Check	No	2,307.94
Purchase Order #:	0	*Voucher #:* 158754	*Invoice #:* 9081		10.00
Invoice Description:	EMBROIDERY				
001-175-540	UNIFORMS				10.00
Purchase Order #:	0	*Voucher #:* 158755	*Invoice #:* 9086		2,297.94
Invoice Description:	SRF RSCU PLLOVRS/ JGGR PANTS				
001-175-540	UNIFORMS				2,297.94
*****	02/05/2025	2288 VULCAN, INC.	Check	No	192.50
Purchase Order #:	0	*Voucher #:* 158756	*Invoice #:* R54850		192.50
Invoice Description:	NO DUMPING SIGNS				
001-200-516	SUPPLIES/OPERATING				192.50
*****	02/05/2025	2335 WALMART COMMUNITY	Check	No	1,092.12
Purchase Order #:	0	*Voucher #:* 158757	*Invoice #:* 02375		76.04
Invoice Description:	WLDLF FOOD				

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Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)
	001-410-516 SUPPLIES/OPERATING			76.04	
Purchase Order #: 0	*Voucher #:* 158758	*Invoice #:* 04831			59.60
Invoice Description: WLDLF FOOD					
	001-410-516 SUPPLIES/OPERATING			59.60	
Purchase Order #: 0	*Voucher #:* 159163	*Invoice #:* 00293B			71.36
Invoice Description: HOT CHOCOLATE/ PCKLS					
	001-301-516 SUPPLIES/OPERATING			71.36	
Purchase Order #: 0	*Voucher #:* 159164	*Invoice #:* 00433A			82.48
Invoice Description: PLSTC CUTLERY/ TISSUES					
	001-350-516 SUPPLIES/OPERATING			82.48	
Purchase Order #: 0	*Voucher #:* 159165	*Invoice #:* 01193			32.59
Invoice Description: BATTERIES/ TNNS BALLS/ CLTHS PINS					
	001-100-516 SUPPLIES/OPERATING			32.59	
Purchase Order #: 0	*Voucher #:* 159166	*Invoice #:* 01359A			137.86
Invoice Description: EE CULINARY SUPPLIES					
	001-350-516 SUPPLIES/OPERATING			137.86	
Purchase Order #: 0	*Voucher #:* 159167	*Invoice #:* 01939A			24.12
Invoice Description: LESS $2.41 TAX RUNNERS/ ROLLER					
	001-410-516 SUPPLIES/OPERATING			24.12	
Purchase Order #: 0	*Voucher #:* 159168	*Invoice #:* 02151			94.31
Invoice Description: EE CULINARY SUPPLIES					
	001-350-516 SUPPLIES/OPERATING			94.31	
Purchase Order #: 0	*Voucher #:* 159169	*Invoice #:* 02345A			78.45
Invoice Description: WILDLIFE FOOD					
	001-410-516 SUPPLIES/OPERATING			78.45	
Purchase Order #: 0	*Voucher #:* 159170	*Invoice #:* 04107			62.00
Invoice Description: EE BAKING SUPPLIES					
	001-350-516 SUPPLIES/OPERATING			62.00	
Purchase Order #: 0	*Voucher #:* 159171	*Invoice #:* 04333			75.95
Invoice Description: WILDLIFE FOOD					
	001-410-516 SUPPLIES/OPERATING			75.95	
Purchase Order #: 0	*Voucher #:* 159172	*Invoice #:* 04367			32.62
Invoice Description: CLOTHS/ GARLND/ POSTITS					
	411-681-516 SUPPLIES/OPERATING			32.62	
Purchase Order #: 0	*Voucher #:* 159173	*Invoice #:* 04751			24.49
Invoice Description: EE CULINARY OLV OIL/ MSTRD					
	001-350-516 SUPPLIES/OPERATING			24.49	
Purchase Order #: 0	*Voucher #:* 159174	*Invoice #:* 05076			25.69
Invoice Description: EE BAKING SUPPLIES					
	001-350-516 SUPPLIES/OPERATING			25.69	
Purchase Order #: 0	*Voucher #:* 159175	*Invoice #:* 08772			214.56
Invoice Description: 'SHRK' CMFRTR/ TSTR OVN/ SRG PRTCTR					
	001-375-636 PRODUCTION COST			67.68	
	001-375-516 SUPPLIES/OPERATING			146.88	
***** 02/05/2025	6673 CARMEN W. WATKINS		Check	No	300.00
Purchase Order #: 0	*Voucher #:* 158766	*Invoice #:* 250110			150.00
Invoice Description: YOGA/ BCF					
	001-325-612 PROFFESSIONAL FEES			150.00	
Purchase Order #: 0	*Voucher #:* 158932	*Invoice #:* 250117			150.00
Invoice Description: YOGA/ BCF					
	001-325-612 PROFFESSIONAL FEES			150.00	
***** 02/05/2025	7345 WESCO GAS & WELDING SUPPLY INC		Check	No	344.11

Check Register for 1/23/2025 to 1/7/2026 & 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 #:* 159176	*Invoice #:* 2001555460			70.92
Invoice Description: 12/01-12/31/24 CYLNDR RENT					
430-682-516 SUPPLIES/OPERATING			Accrual	70.92	
Purchase Order #: 0	*Voucher #:* 159177	*Invoice #:* 2001558427			134.00
Invoice Description: BULK PROPANE					
001-200-516 SUPPLIES/OPERATING				134.00	
Purchase Order #: 0	*Voucher #:* 159178	*Invoice #:* 2001559828			139.19
Invoice Description: CYLINDER RENT					
001-200-612 PROFESSIONAL FEES				139.19	
***** 02/05/2025	7728 WEX HEALTH, INC		Check	No	215.60
Purchase Order #: 0	*Voucher #:* 158759	*Invoice #:* 0002084085-IN			215.60
Invoice Description: DEC 2024					
001-001-612 PROFESSIONAL FEES			Accrual	215.60	
***** 02/05/2025	3955 WITTICHEN SUPPLY COMPANY		Check	No	188.16
Purchase Order #: 0	*Voucher #:* 159179	*Invoice #:* S104875402.001			188.16
Invoice Description: HVAC FLTRS					
411-681-516 SUPPLIES/OPERATING				188.16	
***** 02/05/2025	6191 XEROX CORPORATION		Check	No	54.62
Purchase Order #: 0	*Voucher #:* 158760	*Invoice #:* 022836395			16.98
Invoice Description: 11/30-12/30/24 COPIER					
430-682-612 PROFESSIONAL FEES			Accrual	16.98	
Purchase Order #: 0	*Voucher #:* 158761	*Invoice #:* 022836398			10.58
Invoice Description: 11/30-12/30/24 COPIER					
001-110-516 SUPPLIES/OPERATING			Accrual	10.58	
Purchase Order #: 0	*Voucher #:* 159180	*Invoice #:* 022836397			27.06
Invoice Description: 11/30-12/30/24 COPIER					
001-200-612 PROFESSIONAL FEES			Accrual	27.06	

Check Run 7510 Check Total	**$847,757.98**
Check Run 7510 Update Only	**$0.00**
Check Run 7510 Total	**$847,757.98**

Description	Count	Amount ($)
ACH	**0**	**$0.00**
Bank of America	**0**	**$0.00**
Check	**163**	**$850,797.98**
Strategic Payment Services	**0**	**$0.00**
Wells Fargo	**0**	**$0.00**
Paymode X	**0**	**$0.00**
Update Only	**0**	**$0.00**
GRAND TOTAL	**163**	**$850,797.98**

** Denotes Check Numbers that are out of sequence.*

Check Register for 1/23/2025 to 1/7/2026 & Check Numbers 0 to 2147483647
Cash Account 001-000-011

Check Number	Check Date	Vendor Number / Name	Payment Type	EPay	Amount ($)

The above listed checks are hereby approved for check signing

Authorized Signatures:

_____ (Date)

_____ (Date)

_____ (Date)

_____ (Date)

REGULAR CITY COUNCIL MEETING
FEBRUARY 4, 2025

Departments: Coastal Resources

Description of Topic: Resolution appropriating funds to the Pensacola and Perdido Bays Estuary Program in the amount of $20,000.

Background/Description: Since the Estuary Program was established in 2018, the Program has worked directly with each of our member governments and community partners to implement watershed-scale initiatives to enhance our region's quality of life and advance the City's mission. In FY 23-24, for every dollar the City invested into the Estuary Program, the Program was able to leverage that 480 to 1. To date, the Program and its partners have secured approximately $84 million for the implementation of priorities identified in the Comprehensive Conservation and Management Plan (CCMP) to benefit our waterways and communities. Financial support from local governments is critical to realizing federal support of key regional restoration and infrastructure priorities.

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted with the Coastal Resources annual budget.

ATTACHMENTS:

1. 02-04-25 25-xxx Appropriate Funds Pensacola Perdido Bays Estuary Program

RESOLUTION NO. 25-xxx

A RESOLUTION APPROPRIATING FUNDS TO THE PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM IN THE AMOUNT OF $20,000

FINDINGS:

1. On May 2, 2023, City Council adopted Resolution No. 23-084 authorizing the execution of an Amended and Restated Interlocal Agreement for the Pensacola and Perdido Bays Estuary Program.
2. The Pensacola and Perdido Bays Estuary Program has requested financial support from the City of Orange Beach to promote effective planning, restoration, and protection of the Pensacola Bay and Perdido Bay System.
3. The City Council has determined that appropriating said funds to the Pensacola and Perdido Bays Estuary Program serves a public purpose and is in the best interest of the City of Orange Beach, Alabama.

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

1. That Orange Beach City Council, having determined that it serves a public purpose and is in the best interest of the City, hereby appropriates the sum of Twenty Thousand Dollars ($20,000.00) to the Pensacola and Perdido Bays Estuary Program; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 4th DAY OF FEBRUARY, 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 February 4, 2025.

_____
City Clerk

REGULAR CITY COUNCIL MEETING
FEBRUARY 4, 2025

Departments: City Clerk

Description of Topic: Resolution rejecting all bids for Two Vehicles for the Community Development Department.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 02-04-25 25-xxx Reject Bids Two Vehicles Community Development
2. 2025-0133 Two Vehicles for Community Development - Bid Tab

RESOLUTION NO. 25-xxx

A RESOLUTION REJECTING ALL BIDS FOR TWO VEHICLES FOR THE COMMUNITY DEVELOPMENT DEPARTMENT

FINDINGS:

1. Bids for Two Vehicles for the Community Development Department were received and opened on January 30, 2025.
2. Three bids were received, but only one bid meets specifications and the price submitted exceeds the budgeted amount.
3. The Community Development Director has recommended rejecting all bids with the intention to rebid with some alternative options.
4. City Council finds it in the best interest of the City of Orange Beach to rebid the purchase.

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

1. That all bids received for Two Vehicles for the Community Development Department are hereby rejected due to not meeting specifications and/or exceeding budgeted funds;
2. That the purchase shall be rebid; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 4th DAY OF FEBRUARY, 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 February 4, 2025.

_____
City Clerk

City of Orange Beach
ALABAMA
Life is better here

BID TABULATION SHEET

Project Name: **TWO VEHICLES (COMMUNITY DEVELOPMENT)**
Requisition No. **2025-0133**

Bid Date: **January 30, 2025**
Bid Opening Time: **10:00 AM**

Bidder's Name	Buster Miles Chevrolet & Ford	Eastern Shore Toyota	Hardy Automotive Group			
City, State	Heflin, AL	Daphne, AL	Fyffe, AL			
Bond	N/A	N/A	N/A	N/A	N/A	N/A
Affidavits	✓	✓	✓			
Addenda Received	N/A	N/A	N/A	N/A	N/A	N/A
Notes	2025 Ford Maverick		2025 Chevrolet Colorado			
Bid Amount TOTAL	$ 58,280.00	$ 98.758.00	$70,900.00			

OPENED BY: Taelor Robinson

TABULATED BY: Taelor Robinson

WITNESS BY: [signature]

REGULAR CITY COUNCIL MEETING
FEBRUARY 4, 2025

Departments: City Clerk

Description of Topic: Resolution awarding the proposal for Pouring and Vending Rights to Coca-Cola Bottling Company United-Central, LLC.

Background/Description: Bid opening scheduled for January 30, 2025.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:
None

REGULAR CITY COUNCIL MEETING
FEBRUARY 4, 2025

Departments: City Clerk

Description of Topic: Resolution awarding the bid for Senior Center Renovations to The Green-Simmons Company, Inc., in an amount not to exceed $357,000 and per unit pricing.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 02-04-25 25-xxx Award Bid Senior Center Renovations
2. 2025-0130 Senior Center Renovations - Certified Tab

RESOLUTION NO. 25-xxx

A RESOLUTION AWARDING THE BID FOR THE SENIOR CENTER RENOVATIONS TO THE GREEN-SIMMONS COMPANY, INC. IN AN AMOUNT NOT TO EXCEED $357,000 AND PER UNIT PRICING

FINDINGS:

1. Bids for Senior Center Renovations were received and opened on January 30, 2025.
2. The Project Engineer has recommended award to the lowest bid meeting specifications from The Green-Simmons Company, Inc., in the base bid amount of $357,000.
3. The Project Engineer also recommends acceptance of unit pricing for removal and replacement of damaged plywood roof deck for $70.00 per 4' x 8' sheet.
4. City Council finds that the lowest responsible bid was submitted by The Green-Simmons Company, Inc., in the amount of $357,000.
5. City Council also finds it in the best interest of the City of Orange Beach to award the bid per unit pricing as submitted.

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

1. That the bid for Senior Center Renovations, as specified by the bid documents, is awarded to The Green-Simmons Company, Inc., in an amount not to exceed $357,000.00 with unit pricing for removal and replacement of damaged plywood roof deck for $70.00 per 4' x 8' sheet when needed as determined by the Project Engineer;
2. That the City Council authorizes the Mayor and City Clerk to execute and attest, respectively, a contract between the City of Orange Beach and The Green-Simmons Company, Inc., subject to final review by the City Attorney; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 4th DAY OF FEBRUARY, 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 February 4, 2025.

_____
City Clerk

A NEW ADDITION FOR THE ORANGE BEACH SENIOR CENTER
BID | JANUARY 30, 2025 | 2:00 PM
CITY OF ORANGE BEACH

CONTRACTOR NAME	GULF CONSTRUCTION	GREEN-SIMMONS	A&D REMODELING	BADGER BUILDING	THOMAS ROOFING	COASTAL CONSTRUCTION	JNB SERVICES	LANGAN DEVELOPMENT	AG GASTON CONSTRUCTION	COASTAL CONTRACTORS	KLARMAN & DAY CONSTRUCTION	BIENVILLE CONSTRUCTION SERVICES
SEALED ENVELOPE - PROPOSAL		X		X			X	X	X	X	X	
CONTRACTOR LICENSE NUMBER		38125		37414			58303	59083	14788	55767	58278	
NOTATIONS ON ENVELOPE								$ 7,500.00				
SUPPLEMENT DOCUMENTS TO BID												
00 4300 - Bid Supplements Cover Sheet		X		X			X		X		X	
00 4102 - Attachment A - Bid Sales Tax		X		X			X		X		X	
00 4310.10 - Affidavit of Contractor		X					X	X	X		X	
00 4310.12 - Contractor's Qualification 305-1986		X					X	X	X	X	X	
00 4313 - Bid Bond		X		X			X	X	X	X	X	
00 6100 - Disclosure Statement		X					X	X	X		X	
00 4600 - Everify MOU		X					X	X	X		X	
ADDENDAS												
ACKNOWLEDGE ADDENDAS 1-4		X		2,3,4			X	X	X	X	X	
ALLOWANCES												
ALLOWANCE No. 1 - $15,000 Contingency		$ 15,000.00		$ 15,000.00			$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	
BASE BID		$ 342,000.00		$ 368,315.68			$ 427,000.00	$ 365,000.00	$ 523,290.00	$ 412,725.00	$ 380,597.00	
TOTAL BID (allowance, base bid and envelope notations)		**$ 357,000.00**		**$ 383,315.68**			**$ 442,000.00**	**$ 387,500.00**	**$ 538,290.00**	**$ 427,725.00**	**$ 395,597.00**	
UNIT PRICE:$/4X8 SHEET OF PLYWOOD		$ 70.00		$ 6.50			$ 110.00	$ 115.00	$ 120.00	$ 60.00	$ 120.00	
ALTERNATE												
ALTERNATE NO. 1 - SHUTTERS		$ 14,000.00		$ 10,800.00			$ 6,927.00	$ 14,800.00	$ 7,838.00	$ 9,750.00	$ 7,500.00	
ALTERNATE NO. 2 - PAINTING		$ 77,500.00		$ 8,400.00			$ 26,000.00	$ 42,000.00	$ 11,464.00	$ 37,500.00	$ 9,705.00	
TOTAL WITH ALTERNATES		$ 448,500.00		$ 402,515.68			$ 474,927.00	$ 444,300.00	$ 557,592.00	$ 474,975.00	$ 412,802.00	

We hereby certify that the above is a true and accurate summary of bids for the above project.

ARCHITECT: McCollough Architecture, Inc

BY: _____
Sted McCollough, President

_____

Notary (My commission expires _____)

REGULAR CITY COUNCIL MEETING
FEBRUARY 4, 2025

Departments: City Clerk

Description of Topic: Resolution awarding the bid for Library Renovations to Klarman & Day General Contractors, LLC, in an amount not to exceed $535,552.

Background/Description: Bid opening scheduled for January 30, 2025.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:
None

REGULAR CITY COUNCIL MEETING
FEBRUARY 4, 2025

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Sally Wyrick for water aerobics instruction at the Aquatics Center.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 02-04-25 25-xxx Authorize Professional Services Agreement Sally Wyrick Water Aerobics Aquatics Center
2. 2025.01.16 Professional Services Agreement Sally Wyrick Water Aerobics Aquatics Center

RESOLUTION NO. 25-xxx

A RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH SALLY WYRICK FOR WATER AEROBICS INSTRUCTION AT THE AQUATICS CENTER

FINDINGS:

1. The City of Orange Beach has reached an agreement (attached Exhibit A) with Sally Wyrick whereby Sally Wyrick will provide water aerobics instruction at the Orange Beach Aquatics Center.
2. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Sally Wyrick 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 4th DAY OF FEBRUARY, 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 February 4, 2025.

_____
City Clerk

PROFESSIONAL SERVICES CONTRACT

This Agreement is made and entered into by and between the City of Orange Beach, an Alabama municipal corporation (the "City") and Sally Wyrick, an individual (sometimes hereinafter "Contractor"), as follows:

1. Recitals:
   a. Contractor is a water aerobics instructor who provides instruction.
   b. The City desires to engage Contractor to provide such services for the benefit of Orange Beach residents and visitors.
   c. In consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties do hereby covenant and agree as follows.
2. Contractor's Obligations:
   a. Contractor shall offer water aerobics classes at the Orange Beach Aquatics Center on an as needed basis.
   b. Contractor must possess a current certification from (at least) one of the following nationally recognized certifying agencies: Aquatic Exercise Association (AEA), United States Water Fitness Association (USWFA), FiTour, and/or YMCA. (Certifications from organizations not listed may be accepted, pending approval by the Aquatics Center Coordinator).
   c. Contractor must have an Orange Beach Business License.
   d. Contractor will conduct each class scheduled, regardless of the number of participants present at the scheduled class time.
   e. Pre-determined cancellations must be decided no less than two hours prior to class time pursuant to the following policy:
      i. Instructors may make recommendations for cancellations in cases of emergencies, illness, weather, or other unforeseen circumstances that may prevent them from conducting their scheduled classes.
      ii. The final decision regarding cancellations will be made by the Aquatics Facility Director to ensure operational consistency.
      iii. Instructor/s must notify the Aquatics Facility Director as soon as possible in the event of a potential cancellation. Advance notice allows for appropriate arrangements to be made to minimize disruption to the schedule.
      iv. Whenever possible, substitute instructors should be used to minimize the impact on the community and ensure continuity of service.
      v. Failure to adhere to this cancellation policy may result in penalties, including but not limited to a reduction in scheduled hours or termination of instructor's contract.
      vi. The City of Orange Beach reserves the right to cancel classes, combine or divide classes, change the time, date or place of classes, change the contract instructor and make other changes which become necessary for the best interests of the City and its participants.
   f. Contractor will hold classes for a minimum of fifty minutes.
3. City's Obligations:

a. City agrees to make available during normal operational hours lanes 5 and 6 and the deep end of the Aquatics Center for the Contractor to teach classes.

b. City agrees to provide all necessary equipment for Contractor's water aerobic classes.

4. Compensation:

   Contractor will be paid at a fixed rate of $30.00 per class on a bi-weekly basis. If inclement weather occurs during a class time, the current class will be cancelled, and the instructor will be paid for the full hour. This does not include pre-determined cancellations.

5. Term:

   The term of this agreement shall begin on February 3, 2025, and end on November 26, 2025, unless terminated earlier in accordance with paragraph 11. This agreement may be renewed annually by resolution adopted by the City Council. Classes will not be held during the months of January and December.

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 $500,000 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 polices 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 one (1) week 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. 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.

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:

Sally Wyrick
26434 Caribe Drive
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,
An Alabama Municipal Corporation

By: _____
Tony Kennon, Mayor

ATTEST:

_____
Renee Eberly, City Clerk

CONTRACTOR

By: _____
Sally Wyrick, 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, 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 Sally Wyrick, an individual, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the above and foregoing, she 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
FEBRUARY 4, 2025

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Sharyon Miller for Ageless Grace Brain Fitness instruction at the Senior Center.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 02-04-25 25-xxx Authorize Professional Services Agreement Sharyon Miller Senior Center
2. 2025.01.16 Professional Services Agreement Sharyon Miller Senior Center

RESOLUTION NO. 25-xxx

A RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH SHARYON MILLER FOR AGELESS GRACE BRAIN FITNESS INSTRUCTION AT THE SENIOR CENTER

FINDINGS:

1. The City of Orange Beach has reached an agreement (attached Exhibit A) with Sharyon Miller whereby Sharyon Miller will provide Ageless Grace Brain Fitness instruction at the Orange Beach Senior Center.
2. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Sharyon Miller 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 4th DAY OF FEBRUARY, 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 February 4, 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 Sharyon Miller (sometimes hereinafter "Contractor"), as follows:

1. Recitals:
   a. Contractor is a fitness instructor who provides instruction.
   b. The City desires to engage Contractor to provide such services for the benefit of Orange Beach residents and visitors.
   c. In consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties do hereby covenant and agree as follows.
2. Contractor's Obligations:
   a. Contractor shall offer fitness classes at Orange Beach Senior/Adult Activity Center
   b. Contractor must possess a current Ageless Grace Brain Fitness Instructor Certification
   c. Contractor must have an Orange Beach Business License.
   d. Contractor will conduct each class scheduled, regardless of the number if participants present at the scheduled class time.
   e. Pre-determined cancellations must be decided no less than two hours prior to the class time pursuant to the following policy:
      i. Instructors may make recommendations for cancellations in cases of emergencies, illness, weather, or other unforeseen circumstances that may prevent them from conducting their scheduled class.
      ii. The final decision regarding cancellations will be made by the Senior Programs Coordinator to ensure operational consistency.
      iii. Instructor/s must notify the Senior Programs Coordinator as soon as possible in the event of a potential cancellation. Advance notice allows for appropriate arrangements to be made to minimize disruption to the schedule.
      iv. Failure to adhere to this cancellation policy may result in penalties, including but not limited to a reduction in scheduled hours or termination of instructors contract.
      v. The City of Orange Beach reserves the right to cancel classes, combine or divide classes, change the time, date or place of classes, change the contract instructor and make other changes which become necessary for the best interests of the City and its participants.
   f. Contractor will hold classes for a minimum of fifty five minutes.
3. City's Obligations:
   a. City agrees to make available during normal operational hours a room to conduct classes inside the Orange Beach Senior/Adult Activity Center.
   b. City agrees to provide all necessary equipment for Contractor's fitness classes.
4. Compensation:

   Contractor will be paid at a fixed rate of $30.00 per class on a bi-weekly basis.
5. Term:

The term of this agreement shall begin on March 5, 2025, and end on March 4, 2026, unless terminated earlier in accordance with paragraph 10. This agreement may be renewed annually by resolution adopted by the City Council.

6. Independent Contractor:

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

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

7. Assignment:

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

8. Insurance:

   a. Contractor shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor under this Agreement, including the following, at a minimum:

      i. Worker's compensation insurance as required by law; and

      ii. Commercial general liability insurance with minimum coverage limits of $100,000 per person and $500,000 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 polices 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:

Sharyon Miller
9419 County Rd 91
Lillian, AL 36549

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: _____
Mayor Anthony T. Kennon

ATTEST:

_____
Renee Eberly, City Clerk

CONTRACTOR:

SHARYON MILLER

By: _____
Sharyon Miller

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 Sharyon Miller is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the above and foregoing, she, as such owner and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

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

(SEAL)

_____
Notary Public
My Commission Expires: _____

REGULAR CITY COUNCIL MEETING
FEBRUARY 4, 2025

Departments: City Clerk

Description of Topic: Resolution authorizing a franchise for Alabama Container Company, 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. 02-04-25 25-xxx Authorize Franchise Renewal Solid Waste Alabama Container Company
2. 2025.01.16 Franchise Renewal - Solid Waste - Alabama Container Company_public

RESOLUTION NO. 25-xxx

A RESOLUTION AUTHORIZING A FRANCHISE RENEWAL FOR ALABAMA CONTAINER COMPANY, LLC TO REMOVE AND DISPOSE OF COMMERCIAL SOLID WASTE AND TO REMOVE AND TRANSPORT CONSTRUCTION AND DEMOLITION DEBRIS

FINDINGS:

1. Alabama Container Company, LLC, an Alabama limited liability company, 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 Alabama Container Company, LLC, subject to final review by the City Attorney; and
2. That Alabama Container Company, LLC, within 30 days, shall file its acceptance of the terms of the franchise in the form attached.

ADOPTED THIS 4th DAY OF FEBRUARY, 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 February 4, 2025.

_____
City Clerk

**FRANCHISE AGREEMENT AUTHORIZING
ALABAMA CONTAINER COMPANY, 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 **ALABAMA CONTAINER COMPANY, 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 Franchisee 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.

_____
Tony Kennon, Mayor

ATTEST:

_____
Renee Eberly, City Clerk

_____
ALABAMA CONTAINER COMPANY, 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 February 4, 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 Alabama Container Company, 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: _____

_____
ALABAMA CONTAINER COMPANY, LLC

By: _____

Its: _____

CITY of ORANGE BEACH
FRANCHISE APPLICATION

☐ NEW
☒ RENEWAL

Business Name Alabama Container Company, LLC

Applicant's Name Emma M Waltman

Mailing Address PO Box 235, Lillian, AL 36549

Physical Address Office 13338 Cripple Creek Ln, Lillian, AL 36549

Telephone 251-962-4325 E-Mail emmawaltman.acc@gmail.com

Type of Franchise Requested _____

Owner/Officers	Address	DOB
Richard M Waltman, Sr	13338 Cripple Creek Ln, Lillian, AL 36549	2-15-56
Emma M Waltman	13338 Cripple Creek Ln, Lillian, AL	8-21-61
Richard M Waltman Jr	13338 Cripple Creek Ln, Lillian, AL	11-15-80

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

DATE PAID 1/14/25

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 Emma M Waltman Date 1/11/25

CERTIFICATE OF INSURANCE	ISSUE DATE	7/31/2024

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 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	INSURER(S) AFFORDING COVERAGE
Tommy Foxworth Insurance Agency LLC 11617-A US Hwy 31 Ste 1 Daphne, AL 36527	INSURER A: Nautilus Insurance Company
	INSURER B: N/A
INSURED	INSURER C: N/A
Alabama Container Company, LLC PO Box 235 Lillian, AL 36549	INSURER D: AlaCOMP
	INSURER E: N/A

COVERAGES

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	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY	NN1701886	7/26/2024	7/26/2025	GENERAL AGGREGATE	2,000,000
					PRODUCTS-COM/OP AGG.	Included
					PERSONAL & ADV. INJURY	1,000,000
					EACH OCCURRENCE	1,000,000
					DAMAGE PREM RENTED TO YOU	100,000
					MED EXPENSE (Any one person)	5,000
B	PERSONAL LIABILITY				COMBINED SINGLE LIMIT	
					MEDICAL PAYMENTS TO OTHERS	
C	EXCESS LIABILITY				EACH OCCURRENCE	
					AGGREGATE	
D	WORKERS COMPENSATION	WC-100-0026424-2025A	1/1/2025	1/1/2026	EACH ACCIDENT	1,000,000
E	PROPERTY				BUILDING	
					CONTENTS	
					BUSINESS INCOME	

This contract is registered and delivered as a surplus line coverage under the Alabama Surplus Line Insurance Law. Surplus Lines Broker: Keith E. Allred, License #655753

DESCRIPTION OF OPERATIONS / SPECIALTY ITEMS

CERTIFICATE HOLDER	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Orange Beach PO Box 458 Orange Beach, AL 36561	AUTHORIZED SIGNATURE Keith E Allred

REGULAR CITY COUNCIL MEETING
FEBRUARY 4, 2025

Departments: City Clerk

Description of Topic: Resolution authorizing a franchise for Bishop Enterprises, L.L.C., 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. 02-04-25 25-xxx Authorize Franchise Renewal Solid Waste Bishop Enterprises
2. 2025.01.16 Franchise Renewal - Solid Waste - Bishop Enterprises_public

RESOLUTION NO. 25-xxx

A RESOLUTION AUTHORIZING A FRANCHISE RENEWAL FOR BISHOP ENTERPRISES, L.L.C. TO REMOVE AND DISPOSE OF COMMERCIAL SOLID WASTE AND TO REMOVE AND TRANSPORT CONSTRUCTION AND DEMOLITION DEBRIS

FINDINGS:

1. Bishop Enterprises, L.L.C., a limited liability company registered to do business in the State of Alabama, 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 Bishop Enterprises, L.L.C., subject to final review by the City Attorney; and
2. Bishop Enterprises, L.L.C., within 30 days, shall file its acceptance of the terms of the franchise in the form attached.

ADOPTED THIS 4th DAY OF FEBRUARY, 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 February 4, 2025.

_____
City Clerk

**FRANCHISE AGREEMENT AUTHORIZING
BISHOP ENTERPRISES, L.L.C.
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 **BISHOP ENTERPRISES, L.L.C.** (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 Franchisee 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.

_____
Tony Kennon, Mayor

ATTEST:

_____
Renee Eberly, City Clerk

_____
BISHOP ENTERPRISES, L.L.C.
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 February 4, 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 Bishop Enterprises, L.L.C. ("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: _____

_____
BISHOP ENTERPRISES, L.L.C.

By: _____

Its: _____

CITY of ORANGE BEACH
FRANCHISE APPLICATION

☐ NEW
☑ RENEWAL

Business Name Bishop Enterprises LLC

Applicant's Name Bishop Enterprises LLC / Deborah Bishop

Mailing Address P.O. Box 987, Semmes AL 36575

Physical Address Office 4275 Frank Maples Rd, Eight Mile 36613

Telephone (251)645-4069 E-Mail ginger@cls-midway.com

Type of Franchise Requested Roll off Dumpster Service

Owner/Officers	Address	DOB
Deborah Bishop-member	PO Box 987 Semmes, AL 36575	10/15/65
Gary Bishop Sr-member	" "	8/22/59

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

DATE PAID 1/8/25

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 Deborah Bishop Date 12/30/24

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/16/2025

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	CONTACT NAME: Danelle Stokes
Valent Group, LLC 1110 Montlimar Drive Suite 400 Mobile AL 36609	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: dstokes@valentgroup.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Bishop Enterprises, LLC P O Box 987 Semmes AL 36575	INSURER A: Benchmark Ins Co	41394
	INSURER B: Starr Indemnity & Liability Company	38318
	INSURER C: Midwest Employers Casualty Company	23612
	INSURER D: Ironshore Specialty Insurance Company	25445
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** (25-26 Bishop) **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability included [X] 30 day NOC applies GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		GLP00953	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		BAP00951	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y		1000587208241	07/01/2024	07/01/2025	EACH OCCURRENCE AGGREGATE Prod-Comp/Ops Aggr	$ 5,000,000 $ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		MA237-3-2025-AL/EWC009234	01/01/2025	12/31/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Contractors Pollution Liability (5,000 ded per occur)			ICELLUW00160137	09/20/2024	09/20/2025	occurrence aggregate	$ 1,000,000 $ 1,000,000

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

Certificate holder is listed as an additional insured as required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

Charlie Huntharp, Jr.

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AGENCY CUSTOMER ID: 00048668

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Valent Group, LLC	Bishop Enterprises, LLC
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Additional Coverages

Commercial Inland Marine- Occurrence
Issuing Company: XL Specialty Insurance Company
NAIC: 37885
Policy Number: UM00025709MA24A
Policy Period: 07/01/2024 to 07/01/2025

Leased/Rented Equipment
- $250,000 per item
- $250,000 aggregate
- $1,000 deductible

Installation Coverage:
- $750,000 Covered Property Any Job Site
- $500,000 Temporary Premises
- $500,000 Transit
- $2,500 deductible

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REGULAR CITY COUNCIL MEETING
FEBRUARY 4, 2025

Departments: City Clerk

Description of Topic: Resolution authorizing a franchise for TBD Construction, LLC, dba Big Red, 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. 02-04-25 25-xxx Authorize Franchise Solid Waste TBD Construction Big Red
2. 2025.01.16 Franchise Application - Solid Waste - TBD Construction Big Red_public

RESOLUTION NO. 25-xxx

A RESOLUTION AUTHORIZING A FRANCHISE RENEWAL FOR TBD CONSTRUCTION, LLC (DBA BIG RED) TO REMOVE AND DISPOSE OF COMMERCIAL SOLID WASTE AND TO REMOVE AND TRANSPORT CONSTRUCTION AND DEMOLITION DEBRIS

FINDINGS:

1. TBD Construction, LLC, an Alabama limited liability company doing business as Big Red, 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 TBD Construction, LLC, dba Big Red Container, subject to final review by the City Attorney; and
2. That TBD Construction, LLC, dba Big Red Container, within 30 days, shall file its acceptance of the terms of the franchise in the form attached.

ADOPTED THIS 4th DAY OF FEBRUARY, 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 February 4, 2025.

_____
City Clerk

**FRANCHISE AGREEMENT AUTHORIZING
TBD CONSTRUCTION, LLC (DBA BIG RED CONTAINER)
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 **TBD CONSTRUCTION, LLC, dba BIG RED** (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, 2020.

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 Franchisee 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.

_____
Tony Kennon, Mayor

ATTEST:

_____
Renee Eberly, City Clerk

_____
TBD CONSTRUCTION, LLC
dba BIG RED
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 February 4, 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 TBD Construction, LLC, dba Big Red ("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: _____

_____
TBD CONSTRUCTION, LLC
dba BIG RED

By: _____

Its: _____

CITY of ORANGE BEACH
FRANCHISE APPLICATION

☐ NEW
☒ RENEWAL

Business Name TBD Construction LLC (dba Big Red)

Applicant's Name Dan Mize

Mailing Address 15251 CR-49 Summerdale AL 36580

Physical Address Office 15251 CR-49 Summerdale AL 36580

Telephone 251-990-5047 E-Mail danmize@rentbigred.com

Type of Franchise Requested _____

Owner/Officers	Address	DOB
Andy Luedecke	6803 North Winding Brook Dr Daphne AL 36526	06/03/1976
Chris Dowhan	919 Sea Cliff Dr Fairhope AL 36532	07/29/1968

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

DATE PAID 01-15-2025

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 Ralph D. Mize Date 01-14-2025

Client#: 201628 TBDCONS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/09/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Propel Insurance 151 Major Reynolds Place; Ste 210 Knoxville, TN 37919	CONTACT NAME: Hayli Dunn PHONE (A/C, No, Ext): 800 499-0933 FAX (A/C, No): 866 577-1326 E-MAIL ADDRESS: hayli.dunn@propelinsurance.com
INSURED TBD Construction LLC 15251 County Road 49 Summerdale, AL 36580	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Auto-Owners Insurance Company — 18988 INSURER B : Bridgefield Casualty Insurance Company — 10335 INSURER C : 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			38857789	06/04/2024	06/04/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			5285778900	06/04/2024	06/04/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			5285778901	06/04/2024	06/04/2025	EACH OCCURRENCE AGGREGATE $	$4,000,000 $4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		019661008	06/04/2024	06/04/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

Certificate holder is included as additional insured in regards to general liability when required in written contract

CERTIFICATE HOLDER

City of Orange Beach
4099 Orange Beach Boulevard
Orange Beach, AL 36561

CANCELLATION

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

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REGULAR CITY COUNCIL MEETING
FEBRUARY 4, 2025

Departments: City Clerk

Description of Topic: Resolution authorizing a franchise for BFI Waste Services, LLC, dba Republic Services of Magnolia Springs, 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. 02-04-25 25-xxx Authorize Franchise Renewal Solid Waste BFI Waste Services Republic Services of Magnolia
2. 2025.01.16 Franchise Renewal - Solid Waste - BFI Waste Services Republic Services of Magnolia Springs_public

RESOLUTION NO. 25-xxx

A RESOLUTION AUTHORIZING A FRANCHISE FOR BFI WASTE SERVICES, LLC (DBA REPUBLIC SERVICES OF MAGNOLIA SPRINGS) TO REMOVE AND DISPOSE OF COMMERCIAL SOLID WASTE AND TO REMOVE AND TRANSPORT CONSTRUCTION AND DEMOLITION DEBRIS

FINDINGS:

1. BFI Waste Services, LLC, an Alabama limited liability company doing business as Republic Services of Magnolia Springs, 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 BFI Waste Services, LLC, dba Republic Services of Magnolia Springs, subject to final review by the City Attorney; and
2. That BFI Waste Services, LLC, dba Republic Services of Magnolia Springs, within 30 days, shall file its acceptance of the terms of the franchise in the form attached.

ADOPTED THIS 4th DAY OF FEBRUARY, 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 February 4, 2025.

_____
City Clerk

**FRANCHISE AGREEMENT AUTHORIZING
BFI WASTE SERVICES, LLC (DBA REPUBLIC SERVICES OF MAGNOLIA SPRINGS)
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 **BFI WASTE SERVICES, LLC, dba REPUBLIC SERVICES OF MAGNOLIA SPRINGS** (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.

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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.

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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 Franchisee 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.

_____
Tony Kennon, Mayor

ATTEST:

_____
Renee Eberly, City Clerk

_____
BFI WASTE SERVICES, LLC
dba REPUBLIC SERVICES OF MAGNOLIA SPRINGS
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 February 4, 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 BFI Waste Services, 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: _____

_____
BFI WASTE SERVICES, LLC

By: _____

Its: _____

CITY of ORANGE BEACH
FRANCHISE APPLICATION

☐ NEW
☒ RENEWAL

Business Name **BFI Waste Services LLC dba Republic Services of Magnolia Springs**

Applicant's Name **REPUBLIC SERVICES**

Mailing Address **3720 Varner Drive, Mobile, AL 36693**

Physical Address Office Same as above

Telephone **251-544-5337** E-Mail **arodgers@republicservices.com**

Type of Franchise Requested **Commercial**

Owner/Officers	Address	DOB
See attached		

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

DATE PAID 1/13/25

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 _____ Date 12/29/24

12.20.16

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/30/2024

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
CANNON COCHRAN MANAGEMENT SERVICES, INC.
17015 NORTH SCOTTSDALE ROAD
SCOTTSDALE, AZ 85255

CONTACT NAME:

PHONE (A/C No.Ext): | **FAX (A/C No.Ext):**

E-MAIL ADDRESS:certificateteam@ccmsi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Co.	22667
INSURER B: Indemnity Insurance Co of North America	43575
INSURER C: Illinois Union Insurance Company	27960
INSURER D: ACE Property and Casualty Insurance Co.	20699
INSURER E:	
INSURER F:	

INSURED
REPUBLIC SERVICES, INC.
18500 N. ALLIED WAY
PHOENIX, AZ 85054

COVERAGES **CERTIFICATE NUMBER: 2468254** **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PROJECT [ ] LOC [ ] OTHER:			HDO G48921000	06/30/2024	06/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS -COMP/OP AGG	$ 10,000,000 $ 10,000,000 $ 10,000,000 $ 30,000,000 $ 20,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ISA H10740083	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 10,000,000
D	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XEU G46782148 008	06/30/2024	06/30/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B A A A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C57256862 - AOS WLR C57257672 - OR SCF C57257726 - WI WCU C57257829 - OH XS TNS C57194790 - TX NS/XS	06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024	06/30/2025 06/30/2025 06/30/2025 06/30/2025 06/30/2025	[X] PER STATUTE [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE -POLICY LIMIT	 $ 3,000,000 $ 3,000,000 $ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Division Number: 4960 - Named Insured Includes: BFI Waste Services, LLC - Dba: Allied Waste Services of Magnolia Springs - Republic Services of Magnolia Springs

CERTIFICATE HOLDER

CITY OF ORANGE BEACH
PO BOX 458
ORANGE BEACH, AL 36561
United States

CANCELLATION

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

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REGULAR CITY COUNCIL MEETING
FEBRUARY 4, 2025

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of Three Vehicles for the Police Department through State Bid from McSweeney Auto Group Clanton, LLC, in the amount of $143,551.77.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 02-04-25 25-xxx Authorize Purchase 3 Vehicles Police State Bid
2. 2025.01.22 Quote - Police - McSweeney Auto Group Vehicles x3

RESOLUTION NO. 25-xxx

A RESOLUTION AUTHORIZING THE PURCHASE OF THREE VEHICLES FOR THE POLICE DEPARTMENT THROUGH STATE BID FROM MCSWEENEY AUTO GROUP CLANTON, LLC IN THE AMOUNT OF $143,551.77

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of Three (3) Vehicles for the Police Department through Alabama State Bid in a total amount of $143,551.77;
2. That the Mayor is hereby authorized to approve payment to McSweeney Auto Group Clanton, LLC, in the amount of $47,384.59 plus $466.00 delivery each for Three (3) 2025 Chevrolet PPV Tahoe 2WD;
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 4th DAY OF FEBRUARY, 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 February 4, 2025.

_____
City Clerk

MCSWEENEY
AUTO GROUP

COMMIT TO PURCHASE

Bill to:

Orange Beach Police Dept
4480 Orange Beach Blvd
Orange Beach, AL 36561

Quote #: 02-13-25
Date: 1/13/25
Prepared by: Deidre Allman

DESCRIPTION		QTY	UNIT $	AMOUNT
Purchasing vehicles under state contract #	☐ *MA240000004918*	*Cab Chassis*		
	☐ *MA240000004922*	*Law Enforcement*		
	☑ *MA240000004917*	*Fleet Vehicle*		
VEHICLE: 2025 Chevy PPV Tahoe 2wd		3		$ 142,153.77
Chassis - $47,384.59				
DELIVERY: $2/mile - State contract terms		699		$ 1,398.00
		TOTAL:		$ 143,551.77

SIGNATURE OF ACCEPTANCE: _____
Signature

_____ Print Name

_____ Title

_____ Date

PO # (required) _____

TERMS & CONDITIONS

Execution of this form authorizes McSweeney Chevy GMC to place vehicle order on behalf of the signor and commits signor to its purchase. Vehicle to be picked up/delivered within five days of chassis arrival to McSweeney Chevy GMC. Vehicle payment due on receipt to customer or scheduled upfitter, if applicable, in accordance to the State Contract terms. Failure to comply will result in additional interest fees of 7.5%.

MCSWEENEY AUTO GROUP

Orange Beach

CHRYSLER DODGE Jeep RAM CHEVROLET GMC

86 PEACH TOWER RD
CLANTON, AL 35045

2025 TAHOE 2WD/4WD PPV (9C1)

ALABAMA CONTRACT # MA240000004922	CC10706	**2WD**	$	46,276.21	☑
	CK10706	**4WD**	$	52,101.00	☐

	Exterior				Interior			
GNT	**Radiant Red**	☐ ←	$ 435.60	H1T	**Cloth front 40/20/40 bench seat**			☑
GAZ	**Summit White**	☑			**Select 5YI if installing aftermarket console*			
GBA	**Black**	☐						
GXD	**Sterling Gray**	☐		A50	**Cloth front reclining bucket - 4wd only**			
G6M	**Dark Ash**	☐			**Req PQA 1FL safety pkg*	$	318.50	☐
GXP	**Lakeshore Blue**	☐						
SEO	**Special Paint**	**available at additional cost with minimum order qty of 5*						

	Engine / Transmission			
L84	**Engine, 5.3L EcoTec3 V8**	$	-	☑
MHU	Transmission, 10-speed automatic			

	Additional Factory Options:			
PQA	**1FL Safety package**	$	885.40	☐
K05	**Engine block heater**	$	91.00	☐
B30T	**Floor covering**, color-keyed carpeting in occupant area	$	177.45	☐
AKP	**Glass**, solar absorbing, non-tinted	$	-	☐
9G8	**Headlamps**, daytime running lamps & auto headlamp control **delete**	$	45.50	☑
6N6	**Inoperative door locks & handles**	$	62.79	☑
6N5	**Inoperative rear windows**	$	51.87	☑
T53	**Lamps**, alternate flashing red & blue rear compartment lid warning	$	514.15	☐
6C7	**Lighting**, red & white front auxiliary dome	$	154.70	☐
UN9	**Radio Suppression Package**, with ground straps	$	86.45	☑
5T5	**Seats**, front cloth & second row vinyl *(requires PQA safety package on 2wd)*	$	-	☐
5Y1	**Seats**, front center (20% seat) delete *(N/A with B30, STD on 4wd)*	$	-	☑
7X2	**Spotlight**, left- and right-hand	$	1,219.40	☐
7X3	**Spotlight**, left-hand	$	728.00	☑
NZV	**Wheels,** 20" machined aluminum with charcoal pockets	$	1,001.00	☐
6J3	**Wiring**, grille lamps & siren speakers ***(recommeded for upfit)***	$	83.72	☑
6J4	**Wiring,** horn & siren circuit, ***(recommeded for upfit)***	$	50.05	☑

Chassis Total	$	**47,384.59**
Delivery ($2/mile)	$	**-**
Total Price	$	**47,384.59**

Rev 091924

REGULAR CITY COUNCIL MEETING
FEBRUARY 4, 2025

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a task order with Thompson Engineering, Inc., for construction inspection and administration services for the TAPAA-TA21(912) Sidewalk Project along Commercial Avenue in an amount not to exceed $54,542.21.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 02-04-25 25-xxx Authorize Task Order Thompson Engineering TAP Grant Sidewalk Project
2. 2025.01.24 Task Order Thompson Engineering TAP Grant Sidewalk Project

RESOLUTION NO. 25-xxx

A RESOLUTION AUTHORIZING THE EXECUTION OF A TASK ORDER WITH THOMPSON ENGINEERING, INC., FOR CONSTRUCTION INSPECTION AND ADMINISTRATION SERVICES FOR THE TAPAA-TA21(912) SIDEWALK PROJECT ALONG COMMERCIAL AVENUE IN AN AMOUNT NOT TO EXCEED $54,542.21

FINDINGS:

1. On March 7, 2023, the City Council adopted Resolution No. 23-041 approving a professional services agreement with Thompson Engineering, Inc., for engineering services.
2. The Agreement 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 Thompson Engineering Inc. to perform construction engineering and inspection, materials sampling and testing, construction stormwater inspections, and construction administration services needed to ensure the TAPAA-TA21(912) Sidewalk Project is constructed within reasonable conformity with the plans, specifications, and contract provisions of the project.
5. The scope of work described in the Task Order is authorized by the Agreement 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 Thompson Engineering, Inc., on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed $54,542.21 to Thompson Engineering, Inc., to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 4th DAY OF FEBRUARY, 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 February 4, 2025.

_____
City Clerk

thompson
ENGINEERING

January 10, 2025

City of Orange Beach
ATTN: Chris Pappas, City Engineer
PO Box 2432
4101 Orange Beach Blvd
Orange Beach, AL 36561

RE: Task Order No. 2024-03 Request
CEI/CMT for TAPAA-TA21(912) Sidewalk Project

This proposal is for construction engineering and inspection, materials sampling and testing, construction stormwater inspections, and construction administration services needed to ensure the project is constructed in conformity with the plans, specifications, and contract provisions of the project. Thompson Engineering is pleased to submit this proposal along with our understanding of the project, proposed scope and fee, and a Task Order request to provide professional services for this work.

BACKGROUND AND UNDERSTANDING

Our understanding of the project is the City of Orange Beach is ready to construct the proposed sidewalk project along Commercial Ave from the west end to Gulf Bay Rd. Thompson Engineering is an ALDOT pre-qualified consultant and is prepared to meet all the requirements of this project. We understand that all permits have been applied for and approved, including the ADEM NOI for NPDES general permit coverage for the discharges associated with construction activities on the projects.

PROPOSED SCOPE OF WORK AND COMPENSATION

See attached Task Order.

Thank you for the opportunity to submit this proposal and we look forward to working with you soon. Please contact us if you have any questions or require additional information.

Sincerely,
THOMPSON ENGINEERING, INC.

Charles Weber, P.E.
Senior Project Manager

Enclosures

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

A THOMPSON HOLDINGS, INC. COMPANY

TASK ORDER AUTHORIZATION

TASK ORDER NO. 2024-03

CITY OF ORANGE BEACH ALABAMA
PERFORMANCE CONTRACT

ENGINEERING SERVICES

This Task Order shall be for the construction engineering and inspection, materials sampling and testing, construction stormwater inspections, and construction administration services needed to ensure the TAPAA-TA21(912) Sidewalk Project is constructed within reasonable conformity with the plans, specifications, and contract provisions of the project.

The cost for completing this work shall be on a Time and Materials Basis with a total estimated fee of **Fifty-Four Thousand, Five Hundred Forty-Two Dollars and Twenty-One Cents ($54,542.21).** Additional services outside of original scope of work will be performed as directed by the City of Orange Beach at billing rates and fees provided in Thompson Engineering, Inc.'s (TEI) currently approved Professional Services Agreement with the City.

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

Exhibit A – Scope of Work
Exhibit B – Man-Day Fee Estimate

OFFERED BY CONSULTANT

Charles Weber, P.E.
Representative's Printed Name

THOMPSON ENGINEERING, INC.
Firm Name

Signature

Date 1-10-2025

Senior Project Manager
Title

RECOMMENDED FOR APPROVAL

Signature

Date

Title

APPROVED BY CITY OF ORANGE BEACH

Signature

Date

Title

EXHIBIT A

CITY OF ORANGE BEACH ALABAMA

TASK ORDER NO. 2024-03

SCOPE OF WORK:

This Task Order shall be for the construction engineering and inspection, materials sampling and testing, construction stormwater inspections, and construction administration services needed to ensure the project is constructed in reasonable conformity with the plans, specifications, and contract provisions of the project.

Thompson Engineering will generally adhere to guides, manuals, procedures and advisories regarding road construction projects in Alabama. Examples include the ALDOT Construction Manual which describes many of the procedures and practices relating to construction engineering and inspection; the ALDOT Testing Manual which sets out test frequency of samples and tests, sampling point, sample size, sampling and test methods and appropriate reporting to be provided; the AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing; and, applicable ASTM Standards.

Construction Engineering & Inspection (CEI) Services
We will perform construction engineering and inspection services as follows:

- Conduct a pre-construction conference with the contractor, sub-contractors, City representatives, utility companies, and any other required parties
- Conduct other meetings with the contractor, sub-contractors, City representatives, utility companies, and any other required parties as required to review plans, schedules, problems or other areas of concern
- Perform routine field monitoring and inspections to assure quality of workmanship and materials are in reasonable conformance of the plans, specifications, and other contract provisions
- Keep detailed and accurate records of daily operations and significant events that affect work, including project diaries and inspector's daily reports as required
- Provide interpretations of plans, specifications and contract provisions and make recommendations to the City to resolve disputes that may arise
- Ensure staff have appropriate certifications for inspections of work being performed
- Monitor and inspect temporary traffic control devices and maintenance of traffic operations during normal working hours and as needed during after normal hours, weekends and holidays
- Monitor and inspect temporary erosion control BMP's and provide reporting as required by the NPDES permit and ADEM construction stormwater requirements
- Perform QCP and CBMPP evaluations and updates as required by the NPDES Permit and ADEM
- Record all work completed by the contractor and certify monthly pay estimates for work based on daily records and calculations

- Assist the City in holding a final inspection
- Prepare and provide final estimate and close-out documentation to the City

Construction Materials Testing (CMT) Services
We will perform geotechnical engineering and materials testing sub-consultant to perform services as follows:

- Review contractor submittals for construction materials
- Perform sampling and testing of materials and completed work items to assure materials and workmanship are in reasonable conformance with the plans, specifications, and other contract provisions
- Secure job control samples and utilize test results to determine acceptability of materials and completed work items
- Perform moisture and density testing for compacted areas per ASTM guidelines and project specifications
- Monitor and approve asphalt plant production and asphalt cores, as required
- Perform asphalt inspection, testing and reporting in accordance with industry standards and project specifications
- Perform concrete inspection, testing and reporting in accordance with ACI and ASTM standards and project specifications
- Perform routine evaluation and testing for quality control on soils, asphalt, concrete and other construction materials to ensure the project is constructed in accordance with the plans and specifications

WORK SCHEDULE:

Services shall commence immediately upon receipt of authorization to proceed from the City. It is anticipated that construction will be completed within 150 calendar days of construction commencement.

End of Exhibit A

EXHIBIT B

Project No.	TAPAA-TA21(912)
County	Baldwin
Description	City of Orange Beach - Sidewalk
Scope of Work	Construction Engineering and Inspection Services
Consultant	Thompson Engineering

GRAND TOTAL OF FEE PROPOSAL

Construction Engineering and Inspection	$48,500.21
Construction Materials Testing	$6,042.00
GRAND TOTAL FEE	**$54,542.21**

Combined overhead rate (%) >>>>>>>>>>>>>>>>	125.18
Facilities Capital Cost of Money (if used) >>>>>>	0.52

LABOR RATES

Classification	Daily Rate
Project Manager	$315.44
Level II Inspector	$224.00
Level I Inspector	$160.00

**Certification of Out-of-Pocket Expenses:
If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

Signed

12/11/2024
Date

Senior Project Manager
Position/Title

Project No. TAPAA-TA21(912)
County Baldwin
Description City of Orange Beach - Sidewalk

Scope of Work Construction Engineering and Inspection Services

Consultant Thompson Engineering

Proposed Man-Days	Project Manager	Level II Inspector			
Task 1: Construction Engineering and Inspection	3.00	40.00	50.00	0.00	
TOTALS	**3.00**	**40.00**	**50.00**	**0.00**	

EXHIBIT B

EXHIBIT B

Project No.	TAPAA-TA21(912)
County	Baldwin
Description	City of Orange Beach - Sidewalk
	0
Scope of Work	Construction Engineering and Inspection Services
Consultant	Thompson Engineering

Fee Proposal (Construction Engineering and Inspection)

PERSONNEL COST	Man-days	x Daily Rate	
Project Manager	3.00	$ 315.44	$ 946.32
Level II Inspector	40.00	$ 224.00	$ 8,960.00
Level I Inspector	50.00	$ 160.00	$ 8,000.00
		$ -	$ -
	Total Direct Labor		$ 17,906.32
Combined Overhead (%)	125.18		$ 22,415.13
			$ 3,685.00
		Sub-Total	**$ 44,006.45**
Profit (10%)			$ 4,400.65
		Sub-Total	**$ 48,407.10**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
Subconsultant Administration Expense (5%)			$ -
		Sub-Total	**$ 48,407.10**
Facilities Capital Cost of Money (% of Direct Labor	0.520		$ 93.11
		TOTAL FEE	**$ 48,500.21**

**See Grand Total Fee sheet

EXHIBIT B

Project No.	TAPAA-TA21(912)
County	Baldwin
Description	City of Orange Beach - Sidewalk
Scope of Work	Construction Engineering and Inspection Services
Consultant	Thompson Engineering

Out-of-pocket Expenses (CE&I)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	$/Mile	Total
Construction Engineering and Inspection	50	110	$0.670	$ 3,685.00
			Total Mileage Cost	**$ 3,685.00**

Total Out-of-pocket Expenses	**$ 3,685.00**

Comments:

EXHIBIT B

Construction Materials Testing (CMT) Fee Proposal

Description	Unit	Estimated Quantity	Unit Fees	Subtotal
Project Manager	Hour	1	$110.00	$110.00
Field Technician Level III	Hour	20	$68.00	$1,360.00
Administrative Level I	Hour	20	$67.00	$1,340.00
Standard Proctor (ASTM-D698, Method A&B)	Each	2	$86.00	$172.00
Modified Proctor (ASTM-D1557, Method C&D)	Each	2	$145.00	$290.00
200 Wash (ASTM-D1140)	Each	2	$35.00	$70.00
Compressive Strength of Concrete Cylinders (ASTM C-39)	Each	180	$15.00	$2,700.00
			Not to Exceed Project Budget	$6,042.00

REGULAR CITY COUNCIL MEETING
FEBRUARY 4, 2025

Departments: City Clerk

Description of Topic: First Reading - Ordinance amending Chapter 30 of the Code of Ordinances for the City of Orange Beach, Alabama, to add a new Article XII entitled, "Wildlife Friendly Lighting," to establish outdoor lighting standards for the protection of wildlife in the Beach Overlay District.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2025-xxxx Amd Ch 30 Add Art XII Wildlife Friendly Lighting

ORDINANCE NO. 2025-xxxx

AN ORDINANCE AMENDING CHAPTER 30 OF THE CODE OF ORDINANCES FOR THE CITY OF ORANGE BEACH, ALABAMA TO ADD A NEW ARTICLE XII ENTITLED "WILDLIFE FRIENDLY LIGHTING" TO ESTABLISH OUTDOOR LIGHTING STANDARDS FOR THE PROTECTION OF WILDLIFE IN THE BEACH OVERLAY DISTRICT

FINDINGS**:**

1. The City of Orange Beach, Alabama, is a coastal community with an extensive shoreline on the Gulf of Mexico.
2. The City of Orange Beach beaches provide marine nesting locations for sea turtles and other coastal wildlife.
3. The City of Orange Beach recognizes that artificial lighting is a serious threat to and has negative effects on many species including amphibians, birds, mammals, insects, and plants. In Orange Beach, species including but not limited to the Perdido Key Beach Mouse, the Alabama Beach Mouse, Least Terns, Black Skimmers, Piping Plovers, and the Gulf Coast Solitary Bee and are protected by Federal and State law.
4. The City of Orange Beach recognizes specifically that nesting adult and hatchling sea turtles are negatively affected by artificial light visible as defined herein.
5. The City of Orange Beach recognizes that both its economy and the quality of life of its residents are enriched by a healthy sea turtle population as well as a healthy ecosystem of wildlife.
6. The City of Orange Beach desires to minimize the detrimental impact of artificial lighting on sea turtles and other listed sensitive wildlife by implementing policies that reduce the amount of artificial light impacting the delicate ecosystem held within the City of Orange Beach.

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

1. That Chapter 30 of the City of Orange Beach Code of Ordinances is hereby amended to add a new Article XII entitled "Wildlife Friendly Lighting" which shall read in its entirety as follows:

ARTICLE XII. - WILDLIFE FRIENDLY LIGHTING

DIVISION 1. - GENERALLY

Sec. 30-310. - Purpose and objectives.

The purpose of this article is to protect nesting and hatchling sea turtles on the beaches in the City of Orange Beach by ensuring that their nesting habitat is not degraded by artificial light as well as minimize impacts on protected species listed herein

Sec. 30-311. - Definitions.

For purposes of this Ordinance the following definitions shall apply:

Artificial light means the light emanating from any human-made device.

Beach means the area between the Coastal Construction Line and the waters of the Gulf of Mexico.

Cumulatively visible means visibility as a result of numerous artificial light sources that as a group are directly or indirectly visible to an observer standing anywhere within any wildlife habitat.

Directly visible means visibility of the glowing elements, lamps, globes, or reflectors of an artificial light source by an observer standing anywhere within any wildlife habitat.

Foot-candle means the English unit for measuring illuminance; the uniform illumination of a surface one foot away from a point source of one candela; one lumen per square foot; equal to 10.76 lux.

Full cutoff means a lighting fixture constructed in such a manner that no light emitted by the fixture, either directly from the lamp or a diffusing element or indirectly by reflection or refraction from any part of the luminaire, is projected at or above 90° as determined by photometric test or certified by the manufacturer.

Fully shielded means a lighting fixture constructed in such a manner that the glowing elements, lamps, globes, or reflectors of the fixture are completely covered by an opaque material to prevent them from being directly visible as defined herein. Any structural part of the light fixture providing this shielding must be permanently affixed.

Indirectly visible means visibility of reflected light as a result of glowing elements, lamps, globes, or reflectors of an artificial light source which is visible to an observer standing in any wildlife habitat without the light source being directly visible as defined herein.

Long wavelength means a luminaire emitting light wavelengths of 560 nanometers or greater and absent wavelengths below 560 nanometers. Lamps that meet the definition of Long Wavelength through the use of filters, gels, or lenses are not recommended. Narrowband long wavelength lights appear amber, orange, or red in color and not contain shorter spectrums of light.

Sea turtle nesting season means the nesting period for sea turtles is from May 1 through October 31 of each year.

Nighttime means the locally effective time period between sunset and sunrise.

Non-egress lighting means lighting that is not being used to light a distinct path or meet minimum requirements for emergency egress, including but not limited to decorative lights (e.g. Christmas lights, strobe lights, string lights, etc.), balcony lights, landscape lights, and uplights.

Outdoor area means any portion of a property that could have an artificial light source either attached or not attached to a permanent structure, including but not limited to pathway lighting, landscape lighting, pool lighting, etc.

Sea turtle means any turtle, including all life stages from egg to adult, of these species: Green (Chelonia mydas), Leatherback (Dermochelys coriacea), Loggerhead (Caretta caretta), Hawksbill (Eretmochelys imbricata), and Kemp's Ridley (Lepidochelys kempi).

Sea turtle nesting habitat means all sandy beaches adjoining the waters of the Atlantic Ocean, the Gulf of Mexico, and the Straits of Florida in all coastal counties and all inlet shorelines of those beaches. Nesting habitat includes all sandy beaches and unvegetated or sparsely vegetated dunes immediately adjacent to the sandy beach and accessible to nesting female turtles.

Temporary lighting means any non-permanent light source that may be hand-held or portable including but not limited to tiki torches, lanterns, flashlights (including cell phone flashlights), candles, flash photography, etc.

Beach Overlay District means the Beach Overlay District lying to the north and south of Highway 182 from the Florida state line to the Gulf Shores/City of Orange Beach city limit as defined in the City Zoning Ordinance.

Coastal Construction Line (CCL) means the portion of the coastal construction line established pursuant to the provisions of Division 8 of the ADEM Administrative Code that lies within the Orange Beach City Limits and Police Jurisdiction.

Sec. 30-312–30-320. - Reserved.

DIVISION 2. - APPLICABILITY

Sec. 30-321. - Beach overlay district.

The provisions of this article apply to all buildings and related infrastructure, including landscaping, as well as all other activities within the Beach Overlay District as defined herein.

Sec.30-322. - Annual public notice.

At least thirty days prior to the commencement of every sea turtle nesting season, the City of Orange Beach may post or provide written notice of the provisions contained in this Ordinance in public places within the City of Orange Beach and to properties within the Beach Overlay District.

Sec. 30-322–30-330. - Reserved.

DIVISION 3. - LIGHTING PROVISIONS

Sec. 30-331. - Exterior lighting affixed to structures.

(a) All lighting affixed to the exterior of permanent structures shall be long wavelength, downward directed, full cutoff, fully shielded and mounted as close to the ground or finished floor surface as possible to achieve the required foot-candles.

(b) All non-egress lighting affixed to the exterior of permanent structures shall not be directly, indirectly, or cumulatively visible as defined herein.

(c) Lighting at egress points shall be limited to the minimum number of fixtures and an average of one foot-candle necessary to meet federal, state, and local safety requirements.

(d) Locations including but not limited to stairwells, elevators, parking garages, or courtyards shall not produce light that is directly, indirectly, or cumulatively visible as defined herein. Window film, tinting, light screens, shades or curtains shall be used to block visibility of interior lights directly visible as defined herein. Light screens shall be used on open or enclosed staircases of a building or for parking garages to limit visibility of lights.

(e) All glass windows, walls, railings and doors shall utilize glass with an inside to outside light transmittance value of 45% or less.

(f) Emergency lights shall be on a separate circuit and activated only during power outages or other situations in which emergency lighting is necessary for public safety.

Sec. 30-332. - Outdoor areas.

(a) All lighting of outdoor areas shall be long wavelength, downward directed, full cutoff, fully shielded and mounted as close to the ground or finished floor surface as possible to achieve the required foot-candles.

(b) All pathway lighting shall utilize low level fixtures that do not exceed 42 inches in height.

(c) All non-egress outdoor lighting shall not be directly, indirectly, or cumulatively visible as defined herein.

(d) Internally or externally lighted signs shall not be located on the seaward or shore-perpendicular sides of any structures, and shall not produce light that is directly, indirectly, or cumulatively visible as defined herein.

(e) Ponds and fountains on the seaward or shore-perpendicular sides of any structures shall not include or produce light that is directly, indirectly, or cumulatively visible as defined herein.

(f) Fire pits shall be shielded with an opaque structure or partition, and positioned such that the flame is not directly, indirectly, or cumulatively visible as defined herein.

(g) Televisions shall be interior facing (away from wildlife habitats) and shall be shielded or positioned such that they are not directly, indirectly, or cumulatively visible as defined herein.

(h) Temporary lighting shall not be directly, indirectly, or cumulatively visible directly visible as defined herein after 9pm.

Sec. 30-333. - Parking areas and roadways.

(a) All lighting of parking areas and roadways shall be long wavelength, downward directed, full cutoff, fully shielded, and mounted to the minimum level required to maintain compliance with federal, state and local law, but in no event shall pole height be greater than twelve feet (12') above ground.

(b) Parking area and roadway lighting shall be shielded and not directly visible as defined herein via vegetation, natural features, or artificial structures rising from the ground. These shall prevent artificial light sources, including but not limited to vehicular headlights, from producing light that is directly, indirectly, or cumulatively visible as defined herein. Parking lot lighting that is within line of sight of the beach shall be low intensity lighting 55 watts or less.

(c) Lighting of roadways and parking areas shall produce no more lighting than the minimum requirement as outlined by federal, state and local law.

(d) Equipment yards, storage yards, and temporary security lights shall also adhere to the lighting restrictions contained in this section.

Sec. 30-334. - Pool areas.

(a) Lighting of pool decks, pool facilities, swimming pools, and spas shall be long wavelength and fully shielded.

(b) Lighting of the pool water surfaces, and the pool wet deck surfaces shall comply with the minimum light levels set forth in the International Pool and Spa Code as adopted by the City of Orange Beach and as revised in Section 42-4(i) of the Code of Ordinances of City of Orange Beach.

(c) All other above-water lighting of pool decks, pool facilities, swimming pools, and spas shall otherwise adhere to the applicable requirements for acceptable light fixtures contained in Sections 30-331, 30-332, and 30-333.

(d) Underwater lighting of pools or spa light shall:

(1) Be mounted horizontally in the wall; and

(2) Not produce light that is directly, indirectly, or cumulatively visible from any portion of the beach or other habitat.

Sec. 30-335. - Pier structures.

(a) Lighting of pier structures projecting over the beach or over water shall be long wavelength, downward-directed, and fully shielded.

(b) Lighting of pier structures projecting over the beach, or over water, shall be mounted no higher than 42 inches above the deck surface. These shall be directed onto the deck surface only, preventing light pollution or light spillage beyond the walking surface.

(c) Lighting of pier structures projecting over the beach or over water shall comply with minimum light levels set forth in applicable federal and state laws designed to protect public safety but shall not be above minimum levels.

Sec. 30-336. - Dune walkovers and beach access points.

No lights shall be permitted on dune walkovers, elevated walkovers or beach access points.

Sec. 30-337. - Special events, motor vehicles, and temporary lighting.

(a) All special events or construction taking place on or adjacent to the beach shall require a permit from the Coastal Resources Department.

(b) Lighting associated with a special event that may directly, indirectly, or cumulatively be visible as defined herein shall not be authorized after 9pm during sea turtle nesting season.

(c) The operation of motorized vehicles shall be prohibited on the beach unless otherwise specifically authorized for official purposes by the City of Orange Beach.

(d) All temporary construction lighting shall be:

(1) Subject to all requirements of this article, including utilizing fixtures that are long wavelength, downward directed, full cutoff, and fully shielded so light is not directly or indirectly visible as defined herein;

(2) Turned off during nighttime in sea turtle nesting season, or if temporary lighting is deemed necessary during sea turtle nesting season it shall only be allowed from 6:00am to 9:00pm, must be restricted to the minimal amount necessary, and shall incorporate all other requirements of this ordinance not inconsistent herewith;

(3) Mounted less than eight feet above the adjacent floor or deck, measured from the bottom of fixture; and

(4) Restricted to the minimal number of foot-candles necessary to conform to the applicable construction safety regulations.

Sec. 30-338–30-350. - Reserved.

DIVISION 4. - COMPLIANCE AND ENFORCE PROCEDURES

Sec. 30-351. - Inspections.

(a) The City's Coastal Resources Director or his/her designee will be responsible for inspecting lighting within the Beach Overlay District.

(b) The Coastal Resources Director or designee shall have the necessary training and technical knowledge to enable them to effectively carry out the duties required herein.

(c) The Coastal Resources Director or his/her designee shall be responsible for:

(1) Inspecting the Beach Overlay District within the jurisdictional boundaries of the City of Orange Beach to determine the extent of compliance with this article; and

(2) In the event of the finding of a violation at a particular public or private property, conducting further inspections of the property. (At any time, beginning on the night after the deadline date given on the written notice of violation. These follow-up inspections shall continue until the lighting has been brought into compliance with this article.)

(d) It shall be unlawful for any person to interfere with, or in any manner hinder the Beach Lighting Inspector, or any of their designees, while in the discharge of their duties under the terms of this article.

(e) It shall be unlawful for any person to knowingly conceal any potential violations or any lighting on a property before it has been inspected by the Coastal Resources Director or his/her designee.

Sec. 30-352. - Notice of violation.

(a) Upon finding any violation of this Ordinance, the Coastal Resources Director or his/her designee shall deliver a written notice of the violation of this Ordinance to the property owner and direct said owner to promptly remove or cure any violation hereof.

(b) The time allowed for achieving ordinance compliance shall be stated in the notice. Continued violation beyond the specified time in the notice shall constitute a violation of this article and be penalized as provided in Section 30-353 of this article.

Sec. 30-353. - Penalties.

Any person who is found guilty of a violation of any provision of this article shall be subject to penalties for violation of a City Ordinance as set out in Section 1-7 of the Code of Ordinances for the City of Orange Beach. Each item constituting violation shall constitute a separate violation of this article and each day the violation continues shall constitute a separate violation.

Sec. 30-354–30-360. - Reserved.

DIVISION 5. - OTHER CLAUSES

Sec. 30-361. - Conflict with other ordinances.

Deviations from this article shall be subject to the ordinance variance procedures as established by this City. The recommendations of the United State Fish and Wildlife Service as well as any alleged hardship shall be considered in the grant or denial of a variance.

Sec. 30-362. - Severability.

If any section, subsection or phrase of this article is held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision hereof and such holding shall not affect the validity of the remaining portions thereof.

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 4th DAY OF FEBRUARY, 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
FEBRUARY 4, 2025

Departments: City Clerk

Description of Topic: First Reading - Ordinance amending Chapter 2, Article V, Division 3, Section 2-242 of the Code of Ordinances for the City of Orange Beach to remove residency requirements for the Planning Commission's administrative official seat.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2025-xxxx Amd Ch 2 Art V Div 3 Sec 2-242 Planning Commission Residency Requirement

ORDINANCE NO. 2025-xxxx

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V, DIVISION 3, SECTION 2-242 OF THE CODE OF ORDINANCES FOR THE CITY OF ORANGE BEACH, ALABAMA TO REMOVE RESIDENCY REQUIREMENTS FOR THE PLANNING COMMISSION'S ADMINISTRATIVE OFFICIAL SEAT

FINDINGS:

1. Per the requirements of Ala. Code § 11-52-3, the City's Planning Commission is made up of nine members: the Mayor, an administrative official of the municipality selected by the Mayor, a member of City Council selected by the Council, and six others appointed by the Mayor.
2. Chapter 2, Article V, Division 3, Section 2-242 of the City's Code of Ordinances, addressing the creation of the Planning Commission, states that "all members must reside in the corporate limits or the designated planning jurisdiction of the city." This requirement was created with the intent that it would strengthen the members' obligation to act within the best interest of the City.
3. City Council wishes to remove the residency requirement as it applies to the Mayor-appointed administrative official seat. Administrative officials of the City already operate under an obligation through their primary position with the City to act in its best interest. The purpose of the administrative official seat is to provide insight and represent the interests of the functions of the City with an applied knowledge of the policies and procedures of the various departments of the City. The residency requirement as it applies to this position may create an unnecessary limitation upon the ability of the Mayor to utilize the most skilled and informed personnel among City staff. The obligation to act in the best interests of the City is placed upon all employees by virtue of staff status; therefore, the residency requirement has no benefit in the position as it relates to appointment of a City employee to the Planning Commission.
4. Having reviewed the recommended amendments, the City Council has determined that amending Sec. 2-242 titled, "Creation", to remove the residency requirement for the Mayor-appointed municipal administrative official seat is in the best interest of the City of Orange Beach, Alabama

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

1. That Chapter 2, Article V, Division 3, Section 2-242, subsection (c) of the Code of Ordinances for the City of Orange Beach, Alabama, is amended to read as follows:

> (c) The membership and terms of office are those specified in the aforementioned Code of Alabama, with the additional requirement that all members must reside in the corporate limits or the designated planning jurisdiction of the city with the exception of the Mayor appointed administrative official of the municipality.

2. That all ordinances, resolutions, or parts in conflict with this ordinance, to the extent of such conflict, are hereby repealed to the extent of such conflict; and
3. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 4th DAY OF FEBRUARY, 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