



COMMITTEE OF THE WHOLE MEETING AGENDA

I. ROLL CALL

II. CONSIDERATION OF PREVIOUS MINUTES

1. Work Session 10/04/2022
2. Flood Damage Prevention Board 10/04/2022
3. Regular Council Meeting 10/04/2022
4. Committee of the Whole 10/04/2022

III. PUBLIC COMMENTS/AGENDA ITEMS

IV. Unfinished Business

Miscellaneous

Resolutions

Ordinances

V. New Business

Miscellaneous

Resolutions

1. Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide professional services for a City Hall Building Addition in an amount not to exceed \$98,800. (GS)
2. Resolution authorizing the execution of an Auditing Services Agreement with Rivertree Systems, Inc. (TC)
3. Resolution authorizing execution of an amendment to the Enrollment Agreement with Blue Cross Blue Shield of Alabama to renew the employee health plan. (FH)
4. Resolution appointing members to the Employees' Leave Bank Committee. (VP)

Ordinances

1. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1006-PUD-22, Top Tier Water Sports PUD. (Suggested date 11/15/2022) (KA)
2. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1008-PUDA-22, Pandion Ridge PUD Modification, Pandion Ridge Water Park. (Suggested date 11/15/2022) (KA)

VI. Public Comments/Community Discussion

VII. Adjourn

For current information regarding times and date of meetings of the council and committee of the whole, call 980-info (980-4636) for a recorded message or **visit our web site**
at www.orangebeachal.gov

ITEM II.1.



COMMITTEE OF THE WHOLE MEETING OCTOBER 18, 2022

Departments: Administration

Description of Topic:

Work Session 10/04/2022

Action Options/Recommendation:

Source of Funding (if applicable) :

ATTACHMENTS:

Description

- ▣ Work Session 10/04/2022

**MINUTES OF
ORANGE BEACH CITY COUNCIL
WORK SESSION
OCTOBER 4, 2022 – 11:00 A.M.
COASTAL ARTS CENTER**

The Orange Beach City Council met on October 4, 2022, at 10:58 A.M. with Mayor Tony Kennon presiding.

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. School funding.
2. Wharf development agreement regarding Bama Bayou property.
3. Ongoing litigation.
4. Court Director transition.
5. Trap and skeet shooting team funding request.
6. City Hall addition for Finance Department.
7. Ono Island.
8. Potential real estate transactions.
9. Police boat grant.
10. Perimeter walls in single family zoning district.
11. Prohibition of using foam construction material in floating docks.
12. Metal siding paint.
13. Performing Arts Center lobby.
14. Change orders for Fire Station No. 3 and Roadway Resurfacing.
15. Freedom Fest.
16. GUMBO dinner.
17. Gulf Shores & Orange Beach Tourism (CVB) and Coastal Alabama Business Chamber.
18. Authorized signers for the city.
19. CoastAL Beach Development update.
20. Budget update.
21. Upcoming public hearings.

22. Cat sanctuary project in Magnolia Springs.

23. Residential solid waste collection fees and rising costs.

Councilmember Silvers left the meeting at 1:10 P.M.

24. Wireless towers.

25. Citywide storage needs.

Three being no further business, the meeting adjourned.

Time: 1:51 P.M.

APPROVED this 1st day of November, 2022.

Renee Eberly
City Clerk



**COMMITTEE OF THE WHOLE MEETING
OCTOBER 18, 2022**

Departments: Administration

Description of Topic:

Flood Damage Prevention Board 10/04/2022

Action Options/Recommendation:

Source of Funding (if applicable) :

ATTACHMENTS:

Description

- ▣ Flood Damage Prevention Board 10/04/2022

**MINUTES OF
FLOOD DAMAGE PREVENTION ORDINANCE BOARD OF ADJUSTMENT
ORANGE BEACH CITY COUNCIL
OCTOBER 4, 2022 – 4:45 P.M.
CITY HALL – COUNCIL CHAMBERS**

I. CALL TO ORDER Chairman Pro-Tem Jeff Boyd called the meeting to order at 4:45 P.M.

II. ROLL CALL

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

Absent: Mayor Tony Kennon

There being a quorum present, the meeting was opened for the transaction of business.

III. CONSIDERATION OF AGENDA

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

IV. NEW BUSINESS

1. Consider a variance request submitted by Travis Dorland for 5089 Bay Drive.

Adam Roberson, Building Official, presented the variance request to increase the square footage of a home addition previously approved by the Flood Damage Prevention Ordinance Board of Adjustment on October, 20, 2020.

Motion made (Mitchell/Silvers) to approve the variance request. Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye. **Passed. (5-0).**

V. ADJOURN

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

Time: 3:53 P.M.

APPROVED this the 1st day of November, 2022.

Renee Eberly
City Clerk



**COMMITTEE OF THE WHOLE MEETING
OCTOBER 18, 2022**

Departments: Administration

Description of Topic:

Regular Council Meeting 10/04/2022

Action Options/Recommendation:

Source of Funding (if applicable) :

ATTACHMENTS:

Description

- ▣ Regular Council Meeting 10/04/2022

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
OCTOBER 4, 2022 – 4:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 4:01 P.M.
- II. INVOCATION** Councilmember Jerry Johnson
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

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

Absent: None

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Work Session	09/06/2022
Regular Council Meeting	09/06/2022
Committee of the Whole	09/06/2022

The reading was waived and minutes were approved as written.

VII. REPORTS OF OFFICERS/COMMITTEES

- | | |
|---|------------|
| A. <u>City Administrator – Ken Grimes</u> | No report. |
| B. <u>Director, Public Works – Tim Tucker</u> | No report. |
| C. <u>Director, Community Development – Kit Alexander</u> | No report. |
| D. <u>Chief, Police Department – Steve Brown</u> | No report. |
| E. <u>Chief, Fire Department – Mike Kimmerling</u> | No report. |
| F. <u>City Clerk – Renee Eberly</u> | No report. |
| G. <u>Director, Finance – Ford Handley</u> | No report. |
| H. <u>Parks & Recreation – Ken Grimes</u> | No report. |
| I. <u>Director, Utilities – Jeff Hartley</u> | No report. |
| J. <u>Director, Coastal Resources – Phillip West</u> | No report. |
| K. <u>Librarian, Public Library – Meagan Bing</u> | No report. |
| L. <u>Director, Municipal Court – Renee Gardner</u> | No report. |
| M. <u>Director, Expect Excellence – Jonathan Langston</u> | No report. |
| N. <u>Mayor/Council</u> | |

Councilmember Silvers noted the success of Freedom Fest and recognized Jeanne Fitzgibbons and other city staff for their work with the special event. Mayor Kennon reported the Wharf counted approximately 22,000 visitors over the three day period.

VIII. AUDITING OF ACCOUNTS

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

Motion made (Mitchell/Boyd) 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. **Passed. (5-0-1).**

IX. PRESENTATIONS

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

Resolutions

1. Resolution authorizing the execution of amendment one to the subaward grant agreement with the Alabama Department of Conservation and Natural Resources for the RESTORE Act-funded Expansion of the Orange Beach Wildlife Rehabilitation and Education Program. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor.
2. Resolution authorizing the execution of amendment two to the subaward grant agreement with the Alabama Department of Conservation and Natural Resources for the RESTORE Act-funded North Sewer Force Main Upgrade. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor.
3. Resolution authorizing the execution of amendment two to the subaward grant agreement with the Alabama Department of Conservation and Natural Resources for the RESTORE Act-funded Canal Road Improvements east of State Highway 161. **Motion made (Boyd/Mitchell) to adopt the resolution.** Vote unanimous in favor.
4. Resolution authorizing the execution of a no-cost extension to the Fixed Price Research Agreement with Auburn University. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor.
5. Resolution awarding the bid for Softball Field Turf Installation to Sports Fields, Inc., in an amount not to exceed \$447,320. **Motion made (Johnson/Boyd) to adopt the resolution.** Vote unanimous in favor.
6. Resolution to reject all bids for Holiday Decorations. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor.
7. Resolution appropriating funds to the Orange Beach Board of Education to support city school system operations in an amount not to exceed \$4,000,000. **Motion made (Johnson/Boyd) to adopt the resolution.** Vote unanimous in favor.
8. Resolution authorizing the execution of a Regional Training Center Agreement with the Alabama Fire College and Personnel Standards Commission and Columbia Southern University, Inc. **Motion made (Blalock/Mitchell) to adopt the resolution.** Vote unanimous in favor.

9. Resolution authorizing execution of a change order with M. W. Rogers Construction Co., L.L.C., for an outbuilding pad site at Fire Station No. 3 in an amount not to exceed \$147,910. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor.
10. Resolution authorizing the sole source purchase of a Station Alerting System from Purvis Systems Incorporated for Fire Station No. 3 in the amount of \$88,036.15. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor.
11. Resolution authorizing the City to acquire easements on properties in and around the Gulf beaches. **Motion made (Blalock/Silvers) to adopt the resolution.** Vote unanimous in favor.
12. Resolution authorizing execution of Change Order No. 1 with Arrington Curb & Excavation, Inc., to add Baldwin Avenue to 2022 Roadway Resurfacing in an amount not to exceed \$32,000. **Motion made (Mitchell/Silvers) to adopt the resolution.** Vote unanimous in favor.
13. Resolution authorizing the publication of an Amendment 750 Notice relating to a Fiber Optic Development Agreement with Telepak Networks, Inc., dba C Spire Fiber. **Motion made (Johnson/Boyd) to adopt the resolution.** Vote unanimous in favor.
14. Resolution authorizing the publication of an Amendment 750 Notice relating to a Fiber Optic Development Agreement with Point Broadband Fiber Holding, LLC, dba Island Fiber. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor.

Public Hearings

1. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0908-PUDA-22, The Wharf PUD Major Modification, Culver's.
Griffin Powell, Planner II, presented the case overview.
Council discussed turn-in and turn-out traffic. Councilmember Johnson praised the developers for exceeding the parking requirements. Mayor and Council asked the developers to redesign the stone exterior to incorporate a more coastal look.
2. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0801-CU-22, JPEM Duplex Conditional Use at 29110 Perdido Beach Boulevard.

The applicant is out-of-town and has requested that this public hearing be delayed. This public hearing will be postponed to the next council meeting on October 18, 2022.

3. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0903-PUDA-22, Mariner Lakes PUD Major Modification, Bel Air Multi-Family Residential Amendment.

Griffin Powell, Planner II, presented the case overview. Griffin summarized the history of the project, and explained that the current proposal reduces the number of buildings to two taller buildings with a smaller footprint and decreased density compared to the original Bel Air Towers project approved in 2007 and amended in 2008.

Council did not have any questions.

David Ellison, Arlington Properties, developer, gave Council a handout and spoke about the developer and its reputation in constructing and managing luxury apartments. Response was positive.

Steve Snodgrass, President of Mariner Lakes Homeowners Association, spoke in support.

Kathy Barnett asked Council for unanimous consent to pass the ordinance on its first reading.

Ordinances

1. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0908-PUDA-22, The Wharf PUD Major Modification, Culver's. **Motion made (Johnson/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, nay; Blalock, aye; Boyd, aye; Kennon, aye. **Failed. (5-1).** Ordinance will move on to a second reading.
2. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0801-CU-22, JPEM Duplex Conditional Use at 29110 Perdido Beach Boulevard. **Motion made (Blalock/Silvers) to postpone consideration until the next council meeting on October 18, 2022.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Passed. (6-0).**
3. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0903-PUDA-22, Mariner Lakes PUD Major Modification, Bel Air Multi-Family Residential Amendment. **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. **Passed. (6-0).** **Motion made (Blalock/Boyd) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Passed. (6-0).**

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 4:28 P.M.

APPROVED this the 1st day of November, 2022.

Renee Eberly
City Clerk



**COMMITTEE OF THE WHOLE MEETING
OCTOBER 18, 2022**

Departments: Administration

Description of Topic:

Committee of the Whole 10/04/2022

Action Options/Recommendation:

Source of Funding (if applicable) :

ATTACHMENTS:

Description

- ▣ Committee of the Whole 10/04/2022

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
OCTOBER 4, 2022 – 4:30 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the October 18, 2022, agenda.

The following members were present:

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

The following members were absent:

Councilmember Jerry Johnson

The following items were discussed:

1. Set a meeting for the Solid Waste Authority. Meeting set for October 18, 2022, at 4:45 P.M.
2. Resolution authorizing the execution of a Clinical Site Agreement with the Coastal Alabama Community College to provide learning opportunities for EMS students.
3. Resolution authorizing execution of a Contract Reassignment Consent Agreement with Burk-Kleinpeter, Inc., to reassign the task orders for Wolf Bay Bridge alternate analysis and design to Thompson Engineering, Inc.
4. Resolution authorizing execution of a FY2022 Port Security Program Grant Award Agreement with the U.S. Department of Homeland Security for a rapid response vessel for the Police Department and Small Fire Boat Regional Training for the Fire Department.
5. Resolution reappointing Bill Brett to the Gulf Shores and Orange Beach Tourism Board of Directors.
6. Resolution authorizing execution of an agreement regarding the Baldwin County Interoperability Communications System for police and fire protection services with the Baldwin County Commission.
7. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0906-PUD-22, Cotton Bayou Cottages PUD on October 18, 2022.
8. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0902-PUD-22, Saltwater Cottages PUD on October 18, 2022.
9. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0910-PUDA-22, Turquoise Place PUD Modification, Buffer Screening on October 18, 2022.

There being no further business, the meeting adjourned.

Time: 4:34 P.M.

APPROVED this 1st day of November, 2022.

Renee Eberly
City Clerk

ITEM 1.



COMMITTEE OF THE WHOLE MEETING OCTOBER 18, 2022

Departments: Administration

Description of Topic:

Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide professional services for a City Hall Building Addition in an amount not to exceed \$98,800. (GS)

Action Options/Recommendation:

Source of Funding (if applicable) :

Unbudgeted, new capital project

ATTACHMENTS:

Description

- ▣ Resolution
- ▣ Task Order

RESOLUTION NO. 22-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
TASK ORDER WITH MCCOLLOUGH ARCHITECTURE, INC.
TO PROVIDE PROFESSIONAL SERVICES FOR A
CITY HALL BUILDING ADDITION
IN AN AMOUNT NOT TO EXCEED \$98,800**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 21-156 adopted July 20, 2021, approved a contract with McCollough Architecture, Inc., to perform certain architectural services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The Construction and Facilities Manager has submitted a task order (attached Exhibit A) for Council approval.
4. The proposed Task Order requires McCollough Architecture, Inc., to provide architectural, bid, and construction administration services for an addition to the City Hall building.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

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

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and McCollough Architecture, Inc., on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$98,800.00 to McCollough Architecture, Inc., to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 1st DAY OF NOVEMBER, 2022.

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. 22-xxx, which was duly and legally adopted at a regular meeting of the City Council on November 1, 2022.

City Clerk



TASK ORDER AUTHORIZATION

TASK ORDER NO. 17

CITY OF ORANGE BEACH - PERFORMANCE CONTRACT

ARCHITECTURAL SERVICES

This Task Order is for the Architectural Services for the addition of the City Hall Building for the City of Orange Beach, Alabama. The estimated cost of construction is \$2,200,000.00 for the addition.


The State Division of Construction Management Fee would typically be 6.8%, but we propose a lump-sum fee of **\$98,800.00 (approximately 4.5%)**, which includes a reduction for the Owner-provided floor plan drawing.

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

Exhibit A - Scope of Work

Exhibit B - Man-Hour/Fee Estimate

OFFERED BY CONSULTANT



Representative's Signature
Sted McCollough

Printed Name

McCollough Architecture
Firm Name
2022.09.27

Date

Title

RECOMMENDED FOR APPROVAL

Signature

Date

Title

APPROVED BY CITY OF ORANGE BEACH

Signature

Date

Title



EXHIBIT A

TASK ORDER NO. 17

CITY OF ORANGE BEACH, ALABAMA

SCOPE OF WORK:

This Task Order is for the Architectural Services for the addition of the City Hall Building for the City of Orange Beach Alabama.

SPECIFIC TASKS TO BE COMPLETED INCLUDE:

- Draw Demo Plan of Floor Plans and Elevations.
- Draw New Exterior Floor Plans and Elevations of the Addition.
- Draw Interior Elevations of the Addition.
- Develop Architectural Drawings sufficient for Permit.
- Prepare Project Manual.
- Bid and Negotiate Project.
- Perform Monthly Construction Administration during Construction Phase.

PRELIMINARY SCHEDULE

- Schematic Drawings of the Addition shall be provided within 20 days.
- Upon approval of Schematic Design, Design Development Drawings of the Addition, shall be provided within 30 days.
- Upon approval of Design Development Drawings, Permit Drawings including Architectural Drawings shall be completed within 8 weeks (timeline driven by structural).
- Project Manual and Bid Documents shall be completed within the Permit Drawing Phase.

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

END OF EXHIBIT A



EXHIBIT B

CITY OF ORANGE BEACH, ALABAMA

TASK ORDER NO. 17

MAN – HOUR RATES FOR ADDITIONAL SERVICES (IF NEEDED)

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

PHASES AND PAYMENT:

- Schematic Drawings (Lump-sum \$15,994.00)
- Design Development Drawings (Lump-sum \$21,325.00)
- Construction Drawings (Lump-sum \$47,981.00)
- Project Manual (Lump-sum \$4,500.00)
- Bid and Negotiate Project (Lump-sum \$1,000.00)
- Perform Construction Administration during Construction Phase (Monthly Fee during Construction Phase \$1,000.00 - anticipated 8 months = \$8,000.00)

END OF EXHIBIT B



**COMMITTEE OF THE WHOLE MEETING
OCTOBER 18, 2022**

Departments: Finance

Description of Topic:

Resolution authorizing the execution of an Auditing Services Agreement with Rivertree Systems, Inc. (TC)

Action Options/Recommendation:

Source of Funding (if applicable) :

ATTACHMENTS:

Description

- ▣ Resolution
- ▣ Agreement

RESOLUTION NO. 22-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
AUDITING SERVICES AGREEMENT WITH RIVERTREE SYSTEMS, INC.**

FINDINGS:

1. The City of Orange Beach and RiverTree Systems, Inc., have reached an agreement (attached Exhibit A) for auditing services.
2. After having reviewed said agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.
3. The term of this agreement shall be for three (3) years from the date of execution.

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 auditing services agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and RiverTree Systems, Inc., as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 1st DAY OF NOVEMBER, 2022.

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. 22-xxx, which was duly and legally adopted at a regular meeting of the City Council on November 1, 2022.

City Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

AGREEMENT FOR EXAMINATION SERVICES

THIS AGREEMENT made and entered into on this the ____ day of _____ 2022

by and between the **CITY OF ORANGE BEACH**, hereinafter referred to as the "Client", and **RIVERTREE SYSTEMS, INC.**, an Alabama corporation (hereinafter referred to as "**RIVERTREE**").

1. The Client desires to provide for the collection of all local taxes and fees, regardless of the jurisdiction in which a taxpayer subject to the Client's taxing power maintains its principal office, to provide that all taxpayers are treated equally and to provide that all tax related ordinances are uniformly and consistently applied. In order to accomplish these goals and objectives, the Client desires to retain the services of a company legally qualified as a "private auditing or collecting firm" as defined in the Alabama Taxpayers' Bill of Rights and Uniform Revenue Procedures Act, Code of Alabama (1975) §40-2A-1 et seq. (hereinafter the "Taxpayers' Bill of Rights") to perform audits and examinations of such taxpayers' books and records.

2. RIVERTREE is qualified as a private auditing or collecting firm under the Taxpayers' Bill of Rights and, as such, provides collection, examining and consulting services for local governments throughout the State of Alabama. RIVERTREE has represented to the Client that (i) it is knowledgeable of all laws and regulations applicable to private auditing or collecting firms, (ii) it provides its services in full compliance with all applicable laws and

regulations, and (iii) it obtains all of the legally required certifications, fidelity bonds, and legal letters of authority to act as a private auditing or collecting firm.

3. The Client desires to retain RIVERTREE as a private auditing firm to provide tax auditing and examination services under the terms and conditions, of this Agreement.

NOW, THEREFORE, PREMISES CONSIDERED, RIVERTREE and the Client hereby agree as follows:

1. **RIVERTREE SYSTEMS, Inc.** The Client and RIVERTREE hereby agree that RIVERTREE will provide the following services:
 - a) Identify and prepare a written list of "taxpayer candidates for examination "based on objective criteria to be agreed upon by RIVERTREE and the Client in advance of such work.
 - b) Pursuant to Code of Alabama (1975) §40-2A-13(d) upon first contact with the taxpayer, RIVERTREE shall disclose in writing the identity of the Client and all other clients represented by RIVERTREE and shall provide a copy of appropriate written authorization of RIVERTREE's representation from the Client and from any such other client.
 - c) Inspect and examine on behalf of the Client, all books, records and other documents of taxpayers assigned to be examined by the Client to determine to what extent, if any, the taxpayer owes the Client sales and use taxes, occupational taxes, license fees, lease taxes, tobacco taxes, gasoline taxes, and any other city tax, plus interest, penalties and other charges thereon, as directed by Client and in accordance with the ordinances, resolutions and regulations of the Client.
 - d) RIVERTREE acknowledges that Code of Alabama (1975) §40-2A-13(f) provides that when a private examining or collecting firm represents more than one county, city or town on the date it first contacts a taxpayer, the private examining or collecting firm shall examine the taxpayer's books and records for all such counties, cities or towns simultaneously. Therefore, when conducting examinations initiated by other RIVERTREE clients (counties or other cities and towns), RIVERTREE will include Client on the list of entities for which the examination is being conducted. In the event RIVERTREE examines a taxpayer on behalf of other RIVERTREE clients who have not enacted the same taxes as Client, then RIVERTREE's audit of such taxpayer shall include all such taxes of Client.

- e) Perform examinations of taxpayer's records in accordance with "*The Minimum Standard Examination Program*" established by the Alabama Local Tax Institute of Standards and Training (the "Minimum Standards").
- f) Report to the Client that information necessary for the Client to assess the taxpayer's sales and use taxes, license fees, lease taxes, and all other County taxes, plus interest, penalties and other charges thereon for transactions which RIVERTREE reasonably believes may have resulted in an obligation of the taxpayer to pay such taxes to the Client.
- g) Prepare and present to the Client a "Findings Report," which shall include, at a minimum, all information required to prepare a written report under the Minimum Standards and a summary thereof on each examination performed. In the event RIVERTREE's audit indicates that a particular taxpayer has no tax Liability to the Client, RIVERTREE shall provide the Client a written report including the name of the taxpayer audited, the types of tax for which the taxpayer was examined and found to have no liability, and the audit period.
- h) Provide full cooperation to the Client in the preparation of any legal documents, attend any judicial, administrative, departmental, appellate or other legal hearings and be available to testify at hearings that may be required to collect any amounts due to the Client from the taxpayer.
- i) Pursuant to the Code of Alabama (1975) §40-2A-1 3(h) RIVERTREE shall notify the taxpayer if any tax overpayments are discovered and the taxpayer is due any refunds from the Client, or if the taxpayer owes any tax to the Client.
- j) Any additional or incidental services which are allowable by law and are reasonably necessary in order to carry out RIVERTREE's obligations under this Agreement.

RIVERTREE shall collect all taxes with checks payable to the CITY OF ORANGE BEACH.

2. Compensation. It is understood that each RIVERTREE client will only pay a prorated portion of total audit costs when RIVERTREE is conducting examinations for multiple clients at one time. Client agrees to pay RIVERTREE its prorated portion of each audit's total audit costs which shall consist of **seventy-five dollars (\$75.00) per hour**.

RIVERTREE shall be paid monthly based upon hours worked submitted to the Client by the fifteenth (15th) day of the month for the month next proceeding. The parties

from entering into any contract or arrangement with a private examining or contracting firm for the examination of a taxpayer's books on a contingency fee basis and agree that RIVERTREE's compensation under this Agreement is not in any way contingent upon or otherwise related to the amounts discovered during examinations nor contingent upon or related to amounts finally received by the Client.

Billing to Clients

1. The client will receive an Invoice Billing along with a check (made to client) for billable worked hours.
2. The client will receive a Billing Invoice on Final Assessments once a certified mail receipt is received for the Taxpayer. The audit package will be forwarded to the clients to provide an Administrative Law Judge Hearing, if self-administered, or start Legal Action. Rivertree will assist on all hearing matters.
3. Erroneously "Paid Tax" audits, Rivertree Systems will hold the "Notice of Tax Due" for 90-days to allow a refund from the "wrong jurisdiction." Once the 90-days has expired, the Refund Petition, Notice of Tax Due, tax billings, and audit work papers will be forwarded to the client to handle the "underpayment." An invoice will be attached for hours worked.
4. On Client Requested Reviews, at a minimum of 4-hours will be invoiced even if "No Findings."

3 Representations and Warranties. RIVERTREE represents and warrants as follows:

- a. RIVERTREE is a corporation valid and existing and in good standing under the laws of the State of Alabama.
- b. As of the effective date of the Agreement, RIVERTREE and any employee, agent, or independent auditor/examiner of RIVERTREE providing services under this Agreement, shall have obtained all licenses and bonds necessary or appropriate to perform RIVERTREE's obligations under this Agreement and all such licenses and bonds shall be current and in good standing, and shall be maintained throughout the term of this Agreement.
- c. RIVERTREE and its employees, agents and independent auditors/examiners agree to comply with all current and future laws, rules and regulations applicable to all services provided by RIVERTREE under this Agreement,

including, but not limited to, the Local Tax Simplification Act of 1998, the Alabama Local Tax Procedures Act of 1998 and the Taxpayers' Bill of Rights are currently in effect and hereafter amended.

- d. RIVERTREE agrees to comply with all laws and regulations relating to the employees of RIVERTREE, including, without limitation, all tax withholding requirements and worker's compensation laws.

4. **Change in Law.** The parties agree that in the event of any conflict between the requirements of any applicable law and the terms of this Agreement, then the requirements of such applicable law shall control. If any law applicable to the services provided by RIVERTREE under this Agreement shall be amended, or otherwise changed following the effective date of this Agreement, and the Client, in its sole discretion, determines that such amendment, modification or change in the law shall impair or frustrate the Client's purposes for entering into this Agreement, then the Client shall have the option to terminate this Agreement as provided in Paragraph 10 below.

5. **Requirements of Examiners.** All examiners employed by RIVERTREE shall meet all requirements of the Taxpayers' Bill of Rights and other current or future applicable law. At a minimum, all such examiners shall (i) be certified public accountants or accountants licensed by the State Board of Public Accountants, or (ii) be certified by the Alabama Local Tax Institute of Standards and Training, and (iii) maintain fidelity bonds in accordance with the Code of Alabama (1975) §40-23-30, as currently in effect and hereafter amended, and (iv) maintain a business license as required by Code of Alabama (1975) §40-12-2, as currently in effect and hereafter amended. If any assessment based on an audit by RIVERTREE is invalidated due to lack of proper certification of RIVERTREE's auditors, RIVERTREE must either provide an audit of the assessed taxpayer conducted by a certified auditor or reimburse Client for all amounts paid to RIVERTREE in connection with the audit. RIVERTREE shall

indemnify and hold Client harmless from any loss in revenues arising from or in connection with any invalidated assessment based upon an audit conducted by RIVERTREE if such invalidation is due to lack of proper certification of RIVERTREE 's auditors or due to any other fault of RIVERTREE.

6. **Inspection.** The Client reserves the right at all reasonable times to inspect the documents, information, taxpayer examination system and procedures of RIVERTREE to ensure that RIVERTREE and its employees, agents, and independent auditors/examiners are complying with the terms of this Agreement and all applicable laws. Any such inspection or any lack of inspection by the Client, however, shall not be deemed to waive the requirements of, or excuse the foregoing from complying with, the terms of this Agreement and all applicable laws.

7. **Confidentiality of Tax Information.** RIVERTREE and its employees, agents, and independent auditors/examiners shall not print, publish or divulge the return of any taxpayer or any part of a return or any information or data supplied by the Client or secured in arriving at the amount of the tax value reported and shall act in conformance with all current and future federal, state and local laws and regulations concerning the confidentiality of tax information, including, but not limited to, the Taxpayers' Bill of Rights (collectively, the "Confidentiality Laws"). All principals, officers, employees and independent auditors/examiners of RIVERTREE involved with the services provided by RIVERTREE under this Agreement, prior to undertaking such services, shall execute an agreement in form and context acceptable to the Client binding such principals, officers, employees and independent auditors/examiners to observe the Confidentiality Laws.

8. **Independent Contractor.** The parties agree that RIVERTREE is and shall at all times be considered an independent contractor and neither it nor its employees or its independent auditors/examiners shall be considered employees of the Client or entitled to any rights or benefits accorded to employees of the Client. RIVERTREE and the Client affirm that this Agreement does not create a partnership or joint venture and that no expressed, implied or apparent rights are intended to inure to any third parties under the terms and conditions herein.

9. **Term.** This Agreement shall be effective as of the date set forth in the preamble and will continue for a period of 3 year(s) from the date unless terminated as herein provided. Pursuant of the Code of Alabama (1975-40-2A-12, this Agreement shall not be renewed or extended beyond such one-year term: provided, however, that parties may negotiate a new contract concerning the subject matter of this Agreement to become effective following expiration of this Agreement.

10. **Default.** If RIVERTREE shall fail in any respect to comply with the terms of this Agreement, the Client shall notify RIVERTREE in writing of the matters with regard to which default is asserted, and RIVERTREE shall have thirty (30) days to cure such default. If RIVERTREE fails to either cure such default within said time, then the Client may terminate this Agreement at any time thereafter by giving written notice to RIVERTREE of its election to terminate.

11. **Termination.** Either party may terminate this Agreement by giving the other party written notice of termination at least ninety (90) days prior to the effective date of termination. Notwithstanding the foregoing, this Agreement shall be terminated automatically, without notice, if RIVERTREE, for any reason loses or foregoes its license

required under Code of Alabama (1975) §40-2A-13 or §40-2A-14. RIVERTREE shall provide the Client all documentation, records, reports, and examinations as of the effective date of the termination with a final itemized statement of fees due.

12. Assignment; Subcontracting of Services. Client acknowledges and agrees that RIVERTREE may retain auditors or examiners on an independent contractor basis to provide the services described in this Agreement and Client consents to RIVERTREE's retention of such auditors or examiners provided, however, that any such auditor or examiner must meet all criteria applicable to auditors and examiners under law or under this Agreement and provided further that all terms and conditions of this Agreement, including but not limited to indemnities, applicable to services provided by RIVERTREE shall apply to any work performed by such auditors and examiners. RIVERTREE shall maintain and, upon Client's request, shall provide to Client a list of all auditors and examiners authorized to provide services on behalf of RIVERTREE. Except as provided in this Paragraph 12, RIVERTREE shall not assign any of its rights or obligations under this Agreement or enter into an agreement with any person, entity or subcontractor to perform the obligations of RIVERTREE under this Agreement. Any such assignment or other agreement by RIVERTREE shall be null and void.

13. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Orange Beach, Alabama. Either party may terminate the

mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, then any disputes not resolved by mediation shall be decided in the Circuit Court of Baldwin County, Alabama and governed by the laws of the State of Alabama between the CITY OF ORANGE BEACH and RIVERTREE.

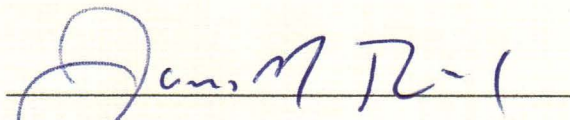
IN WITNESS WHEREOF, the undersigned parties, through their duly authorized officers, have executed this Agreement on the year and day first above written.

CITY OF ORANGE BEACH

By: _____

Title: _____

RIVERTREE SYSTEMS, INC.



PRESIDENT



**COMMITTEE OF THE WHOLE MEETING
OCTOBER 18, 2022**

Departments: Finance

Description of Topic:

Resolution authorizing execution of an amendment to the Enrollment Agreement with Blue Cross Blue Shield of Alabama to renew the employee health plan. (FH)

Action Options/Recommendation:

Source of Funding (if applicable) :

ATTACHMENTS:

Description

- ▣ Resolution
- ▣ Agreement

RESOLUTION NO. 22-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AMENDMENT TO THE ENROLLMENT AGREEMENT WITH
BLUE CROSS BLUE SHIELD OF ALABAMA
TO RENEW THE EMPLOYEE HEALTH PLAN**

FINDINGS:

1. The City of Orange Beach has previously contracted with Blue Cross Blue Shield of Alabama (BCBSAL) to provide certain healthcare benefits for its employees and certain eligible dependents.
2. The City and BCBSAL have come to an agreement (attached Exhibit A) regarding the renewal of the employee health plan.
3. After having reviewed said agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

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

ADOPTED THIS 1st DAY OF NOVEMBER, 2022.

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. 22-xxx, which was duly and legally adopted at a regular meeting of the City Council on November 1, 2022.

City Clerk



An Independent Licensee of the
Blue Cross and Blue Shield Association

Amendment to Enrollment Agreement Customized BCBSAL Plan

Group Name: City Of Orange Beach
Group Number: 00526 | City Of Orange Beach
Corporate Code: 005260001
Effective Date: 1/1/2023

Financial: Self Funded
Divisions: All
Document Type: Renewal

PHYSICAL ADDRESS

Address 1: 4099 Orange Beach Blvd
Address 2:
County: Baldwin
County Code: 2

City: Orange Beach
State: AL
Zip: 36561

BILLING ADDRESS

Address 1: 4099 Orange Beach Blvd
Address 2:
County: Baldwin

City: Orange Beach
State: AL
Zip: 36561

GROUP CONTACTS

	Sal.	Name	Title	Telephone	Email
Billing:	MR	Ford Handley		(251) 981-1295	fhandley@orangebeachal.gov
Benefits:	MS	Vicki Pishna		(251) 981-6801	vpshna@orangebeachal.gov
Decision:	MS	Vicki Pishna		(251) 981-6801	vpshna@orangebeachal.gov

BCBSAL REPRESENTATIVES

	Name	Telephone	Email
District Sales Rep:	Tim Hudnall	251/460-4499	thudnall@bcbsal.org
District Account Manager:	Will Lyles	251/533-6723	willlyles@bcbsal.org
District Service Rep:	Regina Dean	251/943-3573	rdean@bcbsal.org

County: Baldwin
Group IRS ID Number: 680888669

District Office: Mobile
Legal Plan Year Begins On: 01/01/2023

Blue Cross and Blue Shield of Alabama's Identification Numbers

National Association of Insurance Commissioners
55433

Employer Identification Number
63-0103830

Grandfathered Status

Employer believes the plans are NOT grandfathered health plans under the Affordable Care Act.

Financial Updates

Independent Dispute Resolution

Under the No Surprises Act, Employer may be subject to the Independent Dispute Resolution. Parties participating in the Independent Dispute Resolution (IDR) process are subject to an annual administrative fee set periodically by the federal government. Parties participating in the IDR process may also be subject to a fee charged by the IDR entity. The amount of the IDR entity fee will vary based on the entity selected. Administrative fees and IDR entity fees will be assessed when a Group is a party to the IDR process. Additional claims costs awarded by the IDR entity will also be assessed to the Group.

Administration Fees

10.85% of paid claims.

In the event of termination of the plan, the retention charged on paid claims during the run-out period will be the same as listed above.

COBRA

The Employer will determine whether a member is entitled to continue coverage under COBRA and will provide the required notices and COBRA application form to a member who is so entitled.

The Group has elected to have a Third Party Administrator Primepay, to manage these functions.

Pharmacy Changes

The current vendor for prescription drugs is RxBenefits.

The group will have a combined medical and prescription drug out-of-pocket maximum. Vendor interfacing is required. The interface fee will be \$1.50.

Transparency in Coverage

Transparency in Coverage Rule

Blue Cross and Blue Shield of Alabama agrees to provide information about the plan's covered items and services in the manner and format required under the Transparency in Coverage Rule, 45 C.F.R. §§ 147.210 to 147.212, including applicable regulatory guidance, for any items and services for which Blue Cross serves as the Claims Administrator. Employer acknowledges that Blue Cross will not provide information on items and services which are not administered by Blue Cross and Blue Shield of Alabama. (TCR)

No Surprises Act

Continuity of Care

The plan(s) is hereby amended to comply with the No Surprises Act continuity of care requirements.

Surprise Billing External Review

The plan(s) is hereby amended to comply with the No Surprises Act surprise billing external review requirements.

Surprise Billing Coverage

Emergency Services

The Affordable Care Act and the No Surprises Act require services administered in an emergency department of a hospital or a free-standing emergency department to cover services without prior authorization, without respect to the provider's network status and to apply in-network cost-sharing for such services. The plan must also apply cost-sharing (deductibles, co-payments, coinsurance) that members are required to pay for out-of-network emergency services toward the in-network calendar year deductible and out-of-pocket maximums.

The plan(s) is hereby amended to comply with the Affordable Care Act and the No Surprises Act as set forth in the Benefit Matrix which is incorporated herein by reference.

Non-emergency Services Provided by an Out-of-Network Provider at Certain In-Network Facilities

The No Surprises Act requires plans to cover non-emergency services rendered by an out-of-network provider at certain in-network facilities, when the provider has failed to obtain the applicable notice and consent, and apply the in-network cost-sharing for such services. The plan must apply the cost-sharing (deductibles, co-payments, coinsurance) that members are required to pay for such non-emergency services toward the in-network calendar year deductible and out-of-pocket maximums.

The plan(s) is hereby amended to comply with the No Surprises Act as set forth in the Benefit Matrix which is incorporated herein by reference.

Air Ambulance Services

The No Surprises Act requires plans to cover out-of-network air ambulance services and apply the in-network cost-sharing for such services. The plan must apply the cost-sharing (deductibles, co-payments, coinsurance) that members are required to pay for such air ambulance services toward the in-network calendar year deductible and out-of-pocket maximums.

The plan(s) is hereby amended to comply with the No Surprises Act as set forth in the Benefit Matrix which is incorporated herein by reference.

Price Comparison Tool

Add Price Comparison Tool.(PCT)

Other Benefit Changes

Ambulance Services

The Group accepts BCBSAL's Ambulance Services standard, which will require the Out-of-network cost sharing to match the In-network cost sharing. (SBA)

Provider Administered Drug Program (PAD)

The current vendor for provider administered drugs review is RxBenefits.

Inter-Plan Programs

Other Blue Plan Value-Based Programs

Employer elects to participate in the Inter-Plan Value-Based Programs.

Special Instructions

Effective 1/1/2023 - No Group initiated changes.

Administrative Fee = 10.85% of claims.

Runout = 10.85% of claims.

Cobra Rates will be determined via a letter from the group at a later date.

All other arrangements remain the same.

Riders and codes are for internal use only.

Customer Signature
Authorized Representative

Title

Date

Will Lyles

Blue Cross and Blue Shield of Alabama
Representative

DAM
Title

9/16/2022
Date



**COMMITTEE OF THE WHOLE MEETING
OCTOBER 18, 2022**

Departments: Administration

Description of Topic:

Resolution appointing members to the Employees' Leave Bank Committee. (VP)

Action Options/Recommendation:

Source of Funding (if applicable) :

ATTACHMENTS:

Description

▣ Resolution

RESOLUTION NO. 22-xxx

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

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

1. That Amoreena Brewton is hereby appointed to serve on the Employees' Leave Bank Committee for a two (2) year term beginning on January 1, 2022, and ending December 31, 2023;
2. That Jesse Hollingsworth is hereby appointed to serve on the Employees' Leave Bank Committee for a two (2) year term beginning on January 1, 2023, and ending December 31, 2024;
3. That John Simonson is hereby appointed to serve on the Employees' Leave Bank Committee as an alternate for a two (2) year term beginning on January 1, 2022, and ending December 31, 2023;
4. That Carl Bradley is hereby appointed to fill the remaining term of John Simonson on the Employees' Leave Bank Committee as an alternate upon John Simonson's retirement beginning on January 1, 2023, and ending December 31, 2023;
5. That Nick Bryant is hereby appointed to serve on the Employees' Leave Bank Committee as an alternate for a two (2) year term beginning on January 1, 2023, and ending December 31, 2024;
6. That it be reaffirmed that the following persons have been appointed to the Employees' Leave Bank Committee for the terms set out below:

Ken Grimes, Jr., City Administrator, Permanent Member
Vicki Pishna, Human Resources Director, Permanent Member
Ford Handley, Finance Director / Assistant City Administrator, Permanent Member
7. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 1st DAY OF NOVEMBER, 2022.

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. 22-xxx, which was duly and legally adopted at a regular meeting of the City Council on November 1, 2022.

City Clerk

ITEM 1.



COMMITTEE OF THE WHOLE MEETING OCTOBER 18, 2022

Departments: Community Development

Description of Topic:

Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1006-PUD-22, Top Tier Water Sports PUD. (Suggested date 11/15/2022) (KA)

Action Options/Recommendation:

Source of Funding (if applicable) :



**COMMITTEE OF THE WHOLE MEETING
OCTOBER 18, 2022**

Departments: Community Development

Description of Topic:

Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1008-PUDA-22, Pandion Ridge PUD Modification, Pandion Ridge Water Park. (Suggested date 11/15/2022) (KA)

Action Options/Recommendation:

Source of Funding (if applicable) :
