



COMMITTEE OF THE WHOLE AGENDA

I. ROLL CALL

II. CONSIDERATION OF PREVIOUS MINUTES

1. [Regular Council Meeting 06/20/17](#)
2. [Committee of the Whole 06/20/17](#)

III. PUBLIC COMMENTS/AGENDA ITEMS

IV. Unfinished Business

Miscellaneous

1. [Discuss flooding at 5215 Pine Road, Papadelias residence \(KA\)](#)

Resolutions

Ordinances

V. New Business

Miscellaneous

1. [Discuss one-time bonus for retirees. \(VP\)](#)

Resolutions

1. [Resolution reappointing Suzanne Laurier to the Library Board. \(SG\)](#)
2. [Resolution authorizing the execution of a Purchasing Program Agreement with Staples Contract & Commercial, Inc. \(RE\)](#)
3. [Resolution declaring fire truck as surplus and authorizing the execution of a brokerage agreement with Brindlee Mountain Fire Apparatus, L.L.C. \(JP\)](#)
4. [Resolution awarding the bid for Sportsplex Ball Field Improvements. \(TT/LD\)](#)

Ordinances

1. [Ordinance amending Chapter 54 of the Code of Ordinances for the City of Orange Beach to add a new Article IV to prohibit the operation of unmanned aerial vehicles \("drones"\). \(WC\)](#)

VI. Public Comments/Community Discussion

VII. Adjourn



**Committee of the Whole Agenda
7/11/2017 5:00 PM
Regular Council Meeting 06/20/17**

Description of Topic: Regular Council Meeting 06/20/17

**Action
Options/Recommendation:**

**Source of Funding (if
applicable) :**

ATTACHMENTS:

📎 [Regular Council Meeting 06/20/17](#)

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
JUNE 20, 2017 – 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 Reverend Dr. Sid Leak

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

Attachment number 1 \nPage 1

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

Absent: Councilmember Joni Blalock

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

V. CONSIDERATION OF AGENDA: Motion made (Silvers/Johnson) to approve the agenda as written. Vote unanimous in favor.

VI. CONSIDERATION OF PREVIOUS MINUTES

| | |
|-------------------------|----------|
| Work Session | 05/16/17 |
| Regular Council Meeting | 05/16/17 |
| Committee of the Whole | 05/16/17 |

The reading was waived and Minutes were approved as written.

VII. REPORTS OF OFFICERS/COMMITTEES

- | | | |
|----|--|------------------|
| A. | <u>City Administrator – Ken Grimes</u> | |
| B. | <u>Director, Public Works – Tim Tucker</u> | No report. |
| C. | <u>Engineering – Kit Alexander</u> | Report attached. |
| | Lannie Smith, Building Official/EMA Coordinator, gave an update on Tropical Storm Cindy. Minimal damage is expected. | |
| D. | <u>Chief, Police Department – Joe Fierro</u> | No report. |
| E. | <u>Chief, Fire Department – Justin Pearce</u> | No report. |
| F. | <u>City Clerk – Cathy Constantino</u> | No report. |
| G. | <u>Director, Finance – Clara Myers</u> | Report attached. |
| H. | <u>Parks & Recreation</u> | No report. |
| I. | <u>Director, Utilities – Jeff Hartley</u> | No report. |
| J. | <u>Librarian, Public Library – Steven Gillis</u> | No report. |
| K. | <u>Director, Municipal Court – Renee Hobbs</u> | No report. |
| L. | <u>I. T. Director – Rauf Bolden</u> | No report. |
| M. | <u>Mayor/Council</u> | |

Councilmember Silvers reported that an announcement is coming soon naming the High School’s new volleyball coach.

Councilmember Boyd reported that the Federal Government has increased the red snapper fishing season for recreational fishermen by 39 days. Councilmember Boyd thanked the Mayor and other Councilmembers for their support with the City of Orange Beach Resolution and our Congressional Representatives.

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; Boyd, aye; Kennon, aye. **Passed. (5-0).**

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, aye; Johnson, aye; Mitchell, aye; Boyd, aye; Kennon, aye. **Passed. (5-0).**

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

Attachment number 1 \nPage 2

IX. PRESENTATION(S)

1. Introduction and swearing in of new Police Officers.
Judge Julian “Buddy” Brackin administered the oath for Officers Brennan Giles and Cody Logan.
2. Presentation of plaque to Clara Myers, Retiring Finance Director, in honor of her service.
Mayor Tony Kennon recognized Clara Myers for her 23 years of service with the City of Orange Beach, and issued an invitation to celebrate her retirement at the Orange Beach Community Center on June 30th at 3:30pm.

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

Resolutions

1. Resolution approving a Conditional Use Permit for Dollar General #5705 to be located at 4225 Orange Beach Boulevard (Case No. 0105-CU-17). **Motion made (Johnson/Boyd) to postpone consideration until the next Council Meeting on July 11, 2017.** Vote unanimous in favor.
2. Resolution appropriating funds to participate in the 2017 Advantage Coastal Alabama Program in the amount of \$40,000. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor.

XII. NEW BUSINESS

Resolutions

1. Resolution authorizing the execution of a Voluntary Collection Agreement with AIRBNB. **Motion made (Silvers/Boyd) to adopt the resolution.** Mayor and Council briefly discussed concerns about short term rentals in residential neighborhoods. Finance staff clarified that this resolution is merely for tax collection purposes related to existing Airbnb activity within the City. If desired, an ordinance to prohibit short term rentals should be drafted and housed either within the zoning or licensing section of the City’s Code of Ordinances. Vote unanimous in favor.
2. Resolution declaring miscellaneous municipal items as surplus property. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor.
3. Resolution awarding the bid for a Generator for City Hall to Moody's Electric in the amount of \$51,076.30. **Motion made (Mitchell/Boyd) to adopt the resolution.** Vote unanimous in favor.
4. Resolution awarding the bid for a Used 15-Passenger Van for the Coastal Arts Center to Chuck Stevens Automotive in the amount of \$23,333. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor.
5. Resolution supporting the expenditure of funds for a public transit system. **Motion made (Silvers/Johnson) to adopt the resolution.** Brief discussion followed. Vote revealed: Silvers, nay; Johnson, nay; Mitchell, nay; Boyd, nay; Kennon, nay. **Failed. (0-6).**
6. Resolution Establishing Costs for Health and Dental Insurance for Employees and Repealing Resolution No. 14-083. **Motion made (Silvers/Johnson) to postpone consideration until the next Council Meeting on July 11, 2017.** Mayor and Council explained that they would like all councilmembers to be present for the vote. Councilmember Blalock was out of town unexpectedly for this meeting. Vote unanimous in favor.

XIII. PUBLIC COMMENTS

XIV. ADJOURN

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

Time: 5:55 P.M.

APPROVED this the 18th day of July, 2017.

Renee Eberly
City Clerk

Attachment number 1 \nPage 3



**Committee of the Whole Agenda
7/11/2017 5:00 PM
Committee of the Whole 06/20/17**

Description of Topic: Committee of the Whole 06/20/17

**Action
Options/Recommendation:**

**Source of Funding (if
applicable) :**

ATTACHMENTS:

📎 [Committee of the Whole 06/20/17](#)

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
JUNE 20, 2017 – 5:55 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the July 11, 2017, agenda.

The following members were present:

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

Attachment number 1 \nPage 1

The following members were absent:

Councilmember Joni Blalock

The following items were discussed:

1. Discuss purchase of the Sea Duster. Mr. Earl Callaway presented the history of the Sea Duster.
2. Discuss flooding at 5215 Pine Road, Papadelias residence.
3. Resolution authorizing the execution of a Facility Cleaning Service Agreement for the Coastal Arts Center.
4. Resolution authorizing the execution of a Task Order with Lucido Engineering & Surveying to perform a survey of the mean high tide and riparian lines for the Sail Camp and Senior Center Property in an amount not to exceed \$1,420.
5. Resolution awarding the bid for a Traffic Signal Preemption System.
6. Resolution awarding the bid for Pole Lighting at the Coastal Arts Center and Waterfront Park.
7. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0604-ZT-17, Section 5.03, Good Neighbor Fencing. Public Hearing set for July 11, 2017, at 5:00 p.m.

Public Comments

1. Helen Clark invited everyone to attend the Baldwin County Democratic Party political forum featuring the eight Democratic Candidates for the Special Election for U.S. Senate to be held at 3:00 p.m., Saturday, June 24, 2017 at the Robertsedale Central Annex.
2. Councilmember Boyd expressed his concern regarding customers of the Gulf taking up public parking at the Pass meant for fishermen. Mayor and Council discussed parking signage.
3. Bill Jeffries inquired about the status of construction at the Cotton Bayou Boat Launch with concerns about Fourth of July Weekend. Kit Alexander, Engineering and Environmental Services Director, explained the State has run into issues with the contractor, which has resulted in delays outside of the City's control.

There being no further business, the meeting adjourned.

Time: 6:16 P.M.

APPROVED this 18th day of July, 2017.

Renee Eberly
City Clerk



Committee of the Whole Agenda

7/11/2017 5:00 PM

Discuss flooding at 5215 Pine Road, Papadelias residence (KA)

Description of Topic: Discuss flooding at 5215 Pine Road, Papadelias residence (KA)

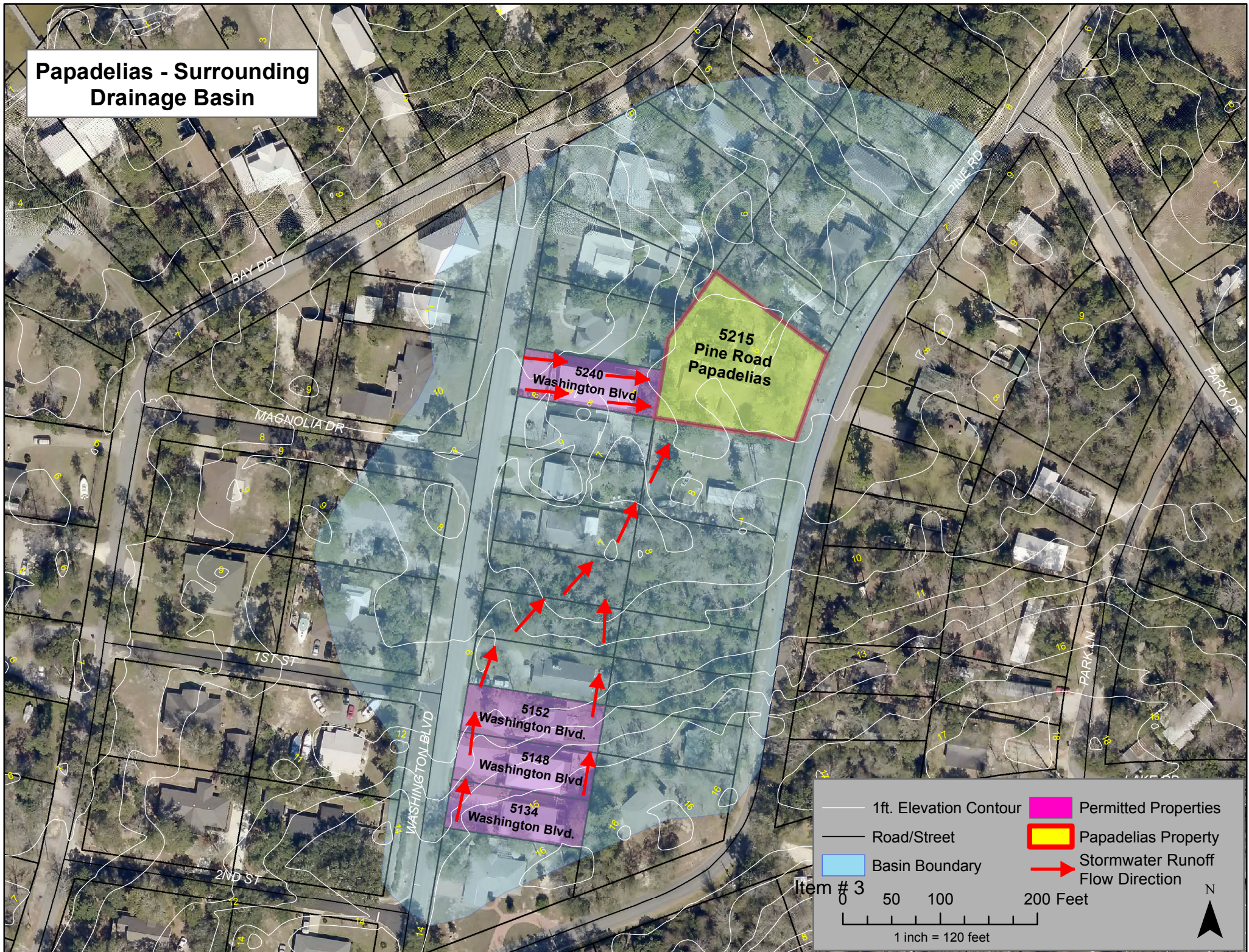
Action Options/Recommendation: During significant rain events, the Papadelias residence is subjected to flooding due to the finished floor elevation being slightly lower than the centerline elevation of Pine Road. The residence is located within the low area of a drainage sub-basin - see attached aerial drainage map. Thomas Papadelias filed a claim against the City in 2015 but it was denied by the city insurance company. Mr. Papadelias would like the City to consider the purchase of his property. Staff has concerns about the future development of the vacant lots within the drainage sub-basin increasing the frequency and magnitude of the flooding of the Papadelias residence.

Source of Funding (if applicable) : Unbudgeted item

ATTACHMENTS:

- ▢ [Aerial Drainage Map](#)
- ▢ [Previously filed Claim against City](#)

Papadelias - Surrounding Drainage Basin



FEB 19 2015

AFFIDAVIT OF CLAIM

Office of the
CITY CLERK

YOUR NAME: Thomas Papadeliias

ADDRESS: 5215 Pine Rd O.B. AL 36561 PHONE: (251) 504-0888

OCCUPATION: Insurance Adjuster (Zip Code) AGE: 54 Sex: M

MARITAL STATUS: M NAME OF SPOUSE: Julie Papadeliias

DATE OF ACCIDENT: _____ TIME: _____ A.M. _____ P.M.

PLACE OF ACCIDENT: (Be Specific) our home - 5215 Pine Rd

NAME OF CITY EMPLOYEE INVOLVED: N/A

HOW DID THIS ACCIDENT HAPPEN? (Give Full Details)
(Use additional sheet if necessary)

SEE Attached (SA)

DESCRIBE ANY PERSONAL INJURIES: N/A

DESCRIBE PROPERTY DAMAGE: (Attach Estimates) S.A.

WITNESSES:

Homec Thompson ADDRESS: 5121 Washington Blvd

Kit Alexander ADDRESS: 5110 Pine Rd

Martha Rawson ADDRESS: 5210 Pine Rd

IF YOU CARRY INSURANCE FOR THIS LOSS, STATE THE NAME OF THE COMPANY: _____

White Haven Insurance

STATE THE AMOUNT OF THIS CLAIM: Purchase of Our Home - \$299,900.00

SWORN TO AND SUBSCRIBED BEFORE ME THIS
____ DAY OF _____, 200____

CLAIMANT-AFFIANT

NOTARY PUBLIC

* TO INSURE TIMELY RESPONSE, INCLUDE ZIP CODE IN ADDRESS.

Thomas and Julie Papadelias
5215 Pine Rd
Orange Beach, Al. 36561
thomaspapadelias@yahoo.com
(251) 504-0888 or (251) 979 0887

Causation:

I purchased my home in 1998. Back in 2004, construction on Washington Blvd. was allowed by the City of Orange Beach, despite the fact that the contractors were elevating the house sites, on the lots, above grade. This action was not questioned by the City and the construction continued. The initial problem is that the contractors altered the natural flow of water across the lots and forced the flow through my back yard, around, and through my home. This was never a threat prior to this construction. Since that code infringement, additional problems have been allowed, for instance, directly behind our home, the house on Washington Blvd. was allowed to pave their entire lot. (Where is the water flow control for this allowance?) This increased my dilemma as my home has suffered, at least, five flood events where I have lost multiple items in, and including, my home. The City has been aware of my ongoing plight sense day one and has done little more than offer possible courses of action that were going to cost me and my family many thousands of dollars out of pocket. My family and I had, absolutely, nothing to do with the questionable construction nor its approval. That, unfortunately, began with the Russo administration and was conveyed over to the City of Orange Beach, current, as part of its dirty laundry which needs to be cleaned.

Thomas and Julie Papadelias
5215 Pine Rd
Orange Beach, Al. 36561
thomaspapadelias@yahoo.com
(251) 504-0888 or (251) 979 0887

Property Damage:

As is relevant with any flooding situation, the damages were, mostly, to the interior of the home. The hard wood flooring was destroyed, the tile flooring was destroyed, the drywall was destroyed. Mold appeared in various places and had to be eradicated. Cabinetry throughout the entire home was destroyed. Personal items, CONTENTS, were destroyed. In each instance, the flooding was not room specific, but, spread itself through all of the rooms. Included with this documentation, are the five Proof of Losses. The heaviest damage is the fact that since the questionable construction was accepted, and approved, by the city without any consequences, I have lost the ability to sell this home and I have had to come out of pocket after each flood to cover the costs not covered by flood insurance. We have lost all of our equity and have paid additional amounts, which has depleted the equity, including refinancing the home to help with the rebuilding costs.

MarkedPOLICY NUMBER AB0017315111/20/2013 TO 11/20/2014

POLICY TERM

\$193,600.00

AMT OF BLDG COV AT TIME OF LOSS

\$36,500.00

AMT OF CNTS COV AT TIME OF LOSS

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL FLOOD INSURANCE PROGRAMO.M.B. No. 1680-0005
Expires October 31, 2013**PROOF OF LOSS**(See Attached Privacy Act Statement
and Paperwork Burden Disclosure Notice)

AGENCY

AGENCY AT

TO THE ASSURANT

OF 8655 E VIA DE VENTURA, SCOTTSDALE, AZ 85254

At the time of loss, by the above indicated policy of insurance, you insured the interest of

THOMAS PAPADELIAS5215 PINE RD, ORANGE BEACH, AL 36561against loss by Flood to the property described according to the terms and conditions of said policy and of all forms, endorsements, transfers and assignments attached thereto.TIME AND
ORIGIN

A Flood

loss occurred about
on the 30 day of April, 2014, the cause of the said loss was:
Flood

OCCUPANCY

The premises described, or containing the property described, was occupied at the time of the loss as follows,
and for no other purpose whatever:Residential

INTEREST

No other person or persons had any interest therein or encumbrance thereon, except:
QUICKEN LOANS INC ISAOA & INSURED/MTG CO

| | |
|--|---------------------|
| 1. FULL AMOUNT OF INSURANCE applicable to the property for which claim is presented is | <u>\$230,100.00</u> |
| 2. ACTUAL CASH VALUE of building structure | <u>\$181,242.64</u> |
| 3. ADD ACTUAL CASH VALUE OF CONTENTS or personal property insured | <u>\$375.45</u> |
| 4. ACTUAL CASH VALUE OF ALL PROPERTY | <u>\$181,618.09</u> |
| 5. FULL COST OF REPAIR OR REPLACEMENT | <u>\$48,325.68</u> |
| 6. LESS APPLICABLE DEPRECIATION | <u>\$1,405.41</u> |
| 7. ACTUAL CASH VALUE LOSS is | <u>\$46,920.27</u> |
| 8. LESS DEDUCTIBLES | <u>\$1,375.45</u> |
| 9. NET AMOUNT CLAIMED under above numbered policy is (Pending Your Flood Carrier's Final Approval) | <u>\$45,544.82</u> |

The said loss did not originate by any act, design or procurement on the part of your insured, nothing has been done by or with the privity or consent of your insured to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss, no property saved has in any manner been concealed, and no attempt to deceive the said insurer as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

I understand that this Insurance (policy) is issued Pursuant to the National Flood Insurance Act of 1968, or Any Act Amendatory thereof, and Applicable Federal Regulations in Title 44 of the Code of Federal Regulations, Subchapter B, and that knowingly and willfully making any false answers or misrepresentations of fact may be punishable by fine or imprisonment under applicable United States Codes.

Subrogation - To the extent of the payment made or advanced under this policy, the insured hereby assigns, transfers and sets over to the insurer all rights, claims or interest that he has against any person, firm or corporation liable for the loss or damage to the property for which payment is made or advanced. He also hereby authorizes the insurer to sue any such third party in his name.

The insured hereby warrants that no release has been given or will be given or settlement or compromise made or agreed upon with any third party who may be liable in damages to the insured with respect to the claim being made herein.

The furnishing of this blank or the preparation of proofs by a representative of the above insurer is not a waiver of any of its rights.

I declare under penalty of perjury that the information contained in the foregoing is true and correct to the best of my knowledge and belief.

Executed this 6 day of 18, 20 14

Signature Thomas Papadellis

INSURED

Signature Julie Papadellis

INSURED

POLICY TERM

\$178,000.00

AMT OF BLDG COV AT TIME OF LOSS

\$34,800.00

AMT OF CNTS COV AT TIME OF LOSS

PROOF OF LOSS

(See Attached Privacy Act Statement
and Paperwork Burden Disclosure Notice)

Whitehovens Insurance Group

AGENCY

P.O Box 378

AGENCY AT

Gulf Shores, AL 36542

TO THE Selective Insurance Company OF 40 Wantage Ave, Branchville, NJ 07890

At the time of loss, by the above indicated policy of insurance, you insured the interest of

Thomas & Julie Papadelias5215 Pine Rd., Orange Beach, AL 36531against loss by Flood to the property described according to the terms and conditions of said policy and of all forms, endorsements, transfers and assignments attached thereto.TIME AND
ORIGINA Flood loss occurred about 7:00 AM
on the 10 day of June, 2012, the cause of the said loss was :
Flood

OCCUPANCY

The premises described, or containing the property described, was occupied at the time of the loss as follows,
and for no other purpose whatever :
Residential

INTEREST

No other person or persons had any interest therein or encumbrance thereon, except :
Chase Home Finance & Thomas & Julie Papadelias

| | |
|--|--------------|
| 1. FULL AMOUNT OF INSURANCE applicable to the property for which claim is presented is | \$210,800.00 |
| 2. ACTUAL CASH VALUE of building structure | \$153,753.55 |
| 3. ADD ACTUAL CASH VALUE OF CONTENTS or personal property insured | \$36,241.99 |
| 4. ACTUAL CASH VALUE OF ALL PROPERTY | \$189,995.54 |
| 5. FULL COST OF REPAIR OR REPLACEMENT | \$15,042.93 |
| 6. LESS APPLICABLE DEPRECIATION | \$1,397.56 |
| 7. ACTUAL CASH VALUE LOSS is | \$13,645.37 |
| 8. LESS DEDUCTIBLES | \$1,000.00 |
| 9. NET AMOUNT CLAIMED under above numbered policy is (Pending Your Flood Carrier's Final Approval) . | \$12,645.37 |

The said loss did not originate by any act, design or procurement on the part of your insured, nothing has been done by or with the privity or consent of your insured to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss, no property saved has in any manner been concealed, and no attempt to deceive the said insurer as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

I understand that this insurance (policy) is issued Pursuant to the National Flood Insurance Act of 1968, or Any Act Amendatory thereof, and Applicable Federal Regulations in Title 44 of the Code of Federal Regulations, Subchapter B, and that knowingly and willfully making any false answers or misrepresentations of fact may be punishable by fine or imprisonment under applicable United States Codes.

Subrogation - To the extent of the payment made or advanced under this policy, the insured hereby assigns, transfers and sets over to the insurer all rights, claims or interest that he has against any person, firm or corporation liable for the loss or damage to the property for which payment is made or advanced. He also hereby authorizes the insurer to sue any such third party in his name.

The insured hereby warrants that no release has been given or will be given or settlement or compromise made or agreed upon with any third party who may be liable in damages to the insured with respect to the claim being made herein.

The furnishing of this blank or the preparation of proofs by a representative of the above insurer is not a waiver of any of its rights.

I declare under penalty of perjury that the information contained in the foregoing is true and correct to the best of my knowledge and belief.

Executed July day of 12, 20 12

Signature

Julie Papadelias

INSURED

Signature

Thomas A. Papadelias

INSURED

FROM : UNIVERSAL FLOOD WORLDWIDE COMPANY FAX NO. : 18668831373
 POLICY NUMBER : 11/20/2007 TO 11/20/2008
 FEDERAL EMERGENCY MANAGEMENT AGENCY
 NATIONAL FLOOD INSURANCE PROGRAM

Oct. 29 2008 01:58PM P2

WHITEHAVEN INSURANCE
 AGENCY

AGENCY AT

PROOF OF LOSS

(See Attached Privacy Act Statement
 and Paperwork Burden Disclosure Notice)

11/20/2007 TO 11/20/2008
 POLICY TERM

\$137,500.00
 AMT OF BLDG COV AT TIME OF LOSS

\$33,100.00
 AMT OF CNTS COV AT TIME OF LOSS

TO THE SELECTIVE INSURANCE CO. OF SE. OF 40 WANTAGE AVE., BRANCHVILLE, NJ 07890

At the time of loss, by the above indicated policy of insurance, you insured the interest of

THOMAS PAPADELIAS

5215 PINE RD., ORANGE BEACH, AL 36561

against loss by Flood to the property described according to the terms and conditions of said policy and of all forms, endorsements, transfers and assignments attached thereto.

**TIME AND
 ORIGIN**

A Flood loss occurred about
 on the 7 day of October, 2008, the cause of the said loss was:
Flood

OCCUPANCY

The premises described, or containing the property described, was occupied at the time of the loss as follows,
 and for no other purpose whatever:

Residential

INTEREST

No other person or persons had any interest therein or encumbrance thereon, except:

CHASE HOME FINANCE, LLC

Julie Papadellis

| | |
|--|--------------|
| 1. FULL AMOUNT OF INSURANCE applicable to the property for which claim is presented is | \$170,600.00 |
| 2. ACTUAL CASH VALUE of building structure | \$93,600.00 |
| 3. ADD ACTUAL CASH VALUE OF CONTENTS or personal property insured | \$30,000.00 |
| 4. ACTUAL CASH VALUE OF ALL PROPERTY | \$123,600.00 |
| 5. FULL COST OF REPAIR OR REPLACEMENT | \$38,928.53 |
| 6. LESS APPLICABLE DEPRECIATION | \$3,934.35 |
| 7. ACTUAL CASH VALUE LOSS is | \$34,994.18 |
| 8. LESS DEDUCTIBLES | \$1,000.00 |
| 9. NET AMOUNT CLAIMED under above numbered policy is (Pending Your Flood Carrier's Final Approval) | \$33,994.18 |

The said loss did not originate by any act, design or procurement on the part of your insured, nothing has been done by or with the privity or consent of your insured to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss, no property saved has in any manner been concealed, and no attempt to deceive the said insurer as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

I understand that this insurance (policy) is issued Pursuant to the National Flood Insurance Act of 1968, or Any Act Amendatory thereof, and Applicable Federal Regulations in Title 44 of the Code of Federal Regulations, Subchapter B, and that knowingly and willfully making any false answers or misrepresentations of fact may be punishable by fine or imprisonment under applicable United States Codes.

Subrogation - To the extent of the payment made or advanced under this policy, the insured hereby assigns, transfers and sets over to the insurer all rights, claims or interest that he has against any person, firm or corporation liable for the loss or damage to the property for which payment is made or advanced. He also hereby authorizes the insurer to sue any such third party in his name.

The insured hereby warrants that no release has been given or will be given or settlement or compromise made or agreed upon with any third party who may be liable in damages to the insured with respect to the claim being made herein.

The furnishing of this blank or the preparation of proofs by a representative of the above insurer is not a waiver of any of its rights.

State of ALABAMA

County of BALDWIN

JULIE L. PAPADELIAS
 Insured

Subscribed and sworn to for me this 29th day of OCTOBER, 2008

Julie Papadellis

Camden A. Martin
 Notary Public

CAMDEN A. MARTIN
 COMMISSION EXPIRES 2/14/2012

POLICY NUMBER 87 01833455 2004FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL FLOOD INSURANCE PROGRAM

42106

11/20/2004 TO 11/20/2005

OUR FILE NUMBER

POLICY TERM

\$85,000.00**PROOF OF LOSS**

AGENCY

AMT OF BLDG COV AT TIME OF LOSS

(See Attached Privacy Act Statement
and Paperwork Burden Disclosure Notice)

AGENCY AT

\$30,000.00

AMT OF CNTS COV AT TIME OF LOSS

TO THE AUDUBON INSURANCE COMPANY OF c/o National Flood Services, PO BOX 2057, KALISPELL, MT :

At the time of loss, by the above indicated policy of insurance, you insured the interest of

THOMAS AND JULIE PAPADELIAS5215 PINE RD, ORANGE BEACH, AL 36561against loss by Flood to the property described according to the terms and conditions of said policy and of all forms, endorsements, transfers and assignments attached thereto .TIME AND
ORIGINA Flood loss occurred about _____
on the 6 day of 4, 2005, the cause of the said loss was :
Flood

OCCUPANCY

The premises described, or containing the property described, was occupied at the time of the loss as follows,
and for no other purpose whatever : _____Residential

INTEREST

No other person or persons had any interest therein or incumbrance thereon, except : _____

NONE SHOWN

| | |
|--|---------------------|
| 1. FULL AMOUNT OF INSURANCE applicable to the property for which claim is presented is | <u>\$115,000.00</u> |
| 2. ACTUAL CASH VALUE of building structure | <u>\$96,264.20</u> |
| 3. ADD ACTUAL CASH VALUE OF CONTENTS or personal property insured | <u>\$30,000.00</u> |
| 4. ACTUAL CASH VALUE OF ALL PROPERTY | <u>\$126,264.20</u> |
| 5. FULL COST OF REPAIR OR REPLACEMENT | <u>\$23,481.02</u> |
| 6. LESS APPLICABLE DEPRECIATION | <u>\$5,252.59</u> |
| 7. ACTUAL CASH VALUE LOSS is | <u>\$18,228.43</u> |
| 8. LESS DEDUCTIBLES | <u>\$500.00</u> |
| 9. NET AMOUNT CLAIMED under above numbered policy is (Pending Your Flood Carrier's Final Approval) . | <u>\$17,728.43</u> |

The said loss did not originate by any act, design or procurement on the part of your insured, nothing has been done by or with the privity or consent of your insured to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss, no property saved has in any manner been concealed, and no attempt to deceive the said insurer as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

I understand that this Insurance (policy) is Issued Pursuant to the National Flood Insurance Act of 1968, or Any Act Amendatory thereof, and Applicable Federal Regulations in Title 44 of the Code of Federal Regulations, Subchapter B, and that knowingly and wilfully making any false answers or misrepresentations of fact may be punishable by fine or imprisonment under applicable United States Codes.

Subrogation - To the extent of the payment made or advanced under this policy, the insured hereby assigns, transfers and sets over to the insurer all rights, claims or interest that he has against any person, firm or corporation liable for the loss or damage to the property for which payment is made or advanced. He also hereby authorizes the insurer to sue any such third party in his name.

The insured hereby warrants that no release has been given or will be given or settlement or compromise made or agreed upon with any third party who may be liable in damages to the insured with respect to the claim being made herein.

The furnishing of this blank or the preparation of proofs by a representative of the above insurer is not a waiver of any of its rights.

State of _____

County of _____

Subscribed and sworn to before me this _____ day of _____ Insured

Adjuster : James Reading _____ Notary Public / Adjuster
Item # 3

POLICY NUMBER 87 01833455 2004FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL FLOOD INSURANCE PROGRAM

42076

11/20/2004 TO 11/20/2005

OUR FILE NUMBER

POLICY TERM

\$85,000.00**PROOF OF LOSS**

AGENCY

AMT OF BLDG COV AT TIME OF LOSS

(See Attached Privacy Act Statement
and Paperwork Burden Disclosure Notice)

AGENCY AT

\$30,000.00

AMT OF CNTS COV AT TIME OF LOSS

TO THE AUDUBON INSURANCE COMPANY OF c/o National Flood Services, PO BOX 2057, KALISPELL, MT :

At the time of loss, by the above indicated policy of insurance, you insured the interest of

THOMAS AND JULIE PAPADELIAS5215 PINE RD, ORANGE BEACH, AL 36561against loss by Flood to the property described according to the terms and conditions of said policy and of all forms, endorsements, transfers and assignments attached thereto .TIME AND
ORIGINA Flood loss occurred about
on the 1 day of 4, 2005, the cause of the said loss was :
Flood

OCCUPANCY

The premises described, or containing the property described, was occupied at the time of the loss as follows,
and for no other purpose whatever :
Residential

INTEREST

No other person or persons had any interest therein or incumbrance thereon, except :
NONE SHOWN

| | |
|--|--------------|
| 1. FULL AMOUNT OF INSURANCE applicable to the property for which claim is presented is | \$115,000.00 |
| 2. ACTUAL CASH VALUE of building structure | \$96,264.20 |
| 3. ADD ACTUAL CASH VALUE OF CONTENTS or personal property insured | \$30,000.00 |
| 4. ACTUAL CASH VALUE OF ALL PROPERTY | \$126,264.20 |
| 5. FULL COST OF REPAIR OR REPLACEMENT | \$22,210.20 |
| 6. LESS APPLICABLE DEPRECIATION | \$4,010.07 |
| 7. ACTUAL CASH VALUE LOSS is | \$18,200.13 |
| 8. LESS DEDUCTIBLES | \$1,112.24 |
| 9. NET AMOUNT CLAIMED under above numbered policy is (Pending Your Flood Carrier's Final Approval) . | \$17,087.89 |

The said loss did not originate by any act, design or procurement on the part of your insured, nothing has been done by or with the privity or consent of your insured to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss, no property saved has in any manner been concealed, and no attempt to deceive the said insurer as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

I understand that this Insurance (policy) is Issued Pursuant to the National Flood Insurance Act of 1968, or Any Act Amendatory thereof, and Applicable Federal Regulations in Title 44 of the Code of Federal Regulations, Subchapter B, and that knowingly and willfully making any false answers or misrepresentations of fact may be punishable by fine or imprisonment under applicable United States Codes.

Subrogation - To the extent of the payment made or advanced under this policy; the insured hereby assigns, transfers and sets over to the insurer all rights, claims or interest that he has against any person, firm or corporation liable for the loss or damage to the property for which payment is made or advanced. He also hereby authorizes the insurer to sue any such third party in his name.

The insured hereby warrants that no release has been given or will be given or settlement or compromise made or agreed upon with any third party who may be liable in damages to the Insured with respect to the claim being made herein.

The furnishing of this blank or the preparation of proofs by a representative of the above insurer is not a waiver of any of its rights.

State of _____

County of _____

Subscribed and sworn to before me this _____ day of _____, _____ Insured

Adjuster : James Reading

Notary Public / Adjuster
Item # 3



**CITY OF
ORANGE
BEACH**

Glenda Beech <gbeech@cityoforangebeach.com>

Cathy Constantino Form

1 message

Glenda Beech <gbeech@cityoforangebeach.com>
To: Thomas Papadelias <thomaspapadelias@yahoo.com>

Wed, Feb 18, 2015 at 1:32 PM

Attached is the form you requested. Thank you.

Glenda Beech / Executive Secretary

Mayor's Office

Office.....251.981.6810

Mobile.....251.747.3076

Fax.....251.981.6981

gbeech@cityoforangebeach.com

Physical Address.....4099 Orange Beach Blvd.
Orange Beach, AL 36561

Mailing Address..... P.O. Box 458
Orange Beach, AL 36561

**THIS EMAIL MAY CONTAIN CONFIDENTIAL INFORMATION.
IF YOU ARE NOT THE INTENDED RECIPIENT PLEASE
DELETE AND NOTIFY THE SENDER IMMEDIATELY.**

Cathy Constantino Form 2_18_2015.pdf
25K

Item # 3



**CITY OF
ORANGE
BEACH**

Glenda Beech <gbeech@cityoforangebeach.com>

Re: Claims

1 message

Glenda Beech <gbeech@cityoforangebeach.com>
To: Thomas Papadelias <thomaspapadelias@yahoo.com>

Wed, Feb 18, 2015 at 2:36 PM

Most strange - sent to the same email address.

Glenda Beech / Executive Secretary
Mayor's Office
Office.....251.981.6810
Mobile.....251.747.3076
Fax.....251.981.6981
gbeech@cityoforangebeach.com

Physical Address.....4099 Orange Beach Blvd.
Orange Beach, AL 36561
Mailing Address..... P.O. Box 458
Orange Beach, AL 36561

THIS EMAIL MAY CONTAIN CONFIDENTIAL INFORMATION.
IF YOU ARE NOT THE INTENDED RECIPIENT PLEASE
DELETE AND NOTIFY THE SENDER IMMEDIATELY.

On Wed, Feb 18, 2015 at 2:35 PM, Thomas Papadelias <thomaspapadelias@yahoo.com> wrote:
God's Most Lovely Afternoon, Glenda

Thomas here. I have not received the claim affidavit which you sent via email. If you would, please, respond to this email and I will stop by and aquire the hard copy on my way to pick up my daughter from school. Thank you, ma'am

In HIS service,

Thomas Papadelias

Cathy Constantino Form 2_18_2015.pdf
25K

Item # 3



**Committee of the Whole Agenda
7/11/2017 5:00 PM
Discuss one-time bonus for retirees. (VP)**

| | |
|--|--|
| Description of Topic: | Discuss one-time bonus for retirees. (VP) |
| Action Options/Recommendation: | See attached letter from Alabama Retired State Employee's Association. |
| Source of Funding (if applicable) : | Financial impact to the City would be \$16,240.00, unbudgeted |

ATTACHMENTS:

- ❏ [Letter from ARSEA](#)
 - ❏ [Letter from RSA](#)
-



ALABAMA RETIRED STATE EMPLOYEES' ASSOCIATION | ALABAMA PUBLIC EMPLOYEES' ADVOCACY LEAGUE
June 16, 2017

Renee Eberly
City of Orange Beach
PO Box 458
Orange Beach, AL 36561-0458

Dear Renee,

Having been signed into law, Act #2017-367 authorizes cities participating in the Employees' Retirement System of Alabama to fund a one-time bonus for their retirees.

Using a sliding scale formula and based upon length of creditable service (\$2.00 a month x 12 months x years of service) retirees with 25 years of service, for example, would receive a bonus of \$600. Included in the legislation is a provision for those with less than 25 years, providing a minimum payment of \$300.

The importance of even this small, one-time addition to the benefits of your retirees can hardly be overstated.

There is a short window of opportunity for the cities to approve the funding for this bonus. Unlike traditional cost-of-living adjustments (COLAs), the bonus cannot be approved in subsequent years. If not granted in 2017, it goes away forever.

Per our legislation, RSA will pay the bonus in December for those cities opting to grant it. RSA will then recoup the cost by adding it to each participating local cities' monthly employer contribution, beginning October 1, 2018. *(RSA will soon provide you with the actual cost and steps necessary to fund this bonus.)*

If you have any questions please contact Lauren Hodge at 334-834-9116 or by email lhodge@arsea.org.

Sincerely,

Liane Kelly

16,240⁰⁰

Teachers
Luther P. Hallmark, Chair
John R. Whaley, Vice Chair



Employees
State State Police Public Judicial
Kay Ivey, Chair
Jacqueline B. Graham, Vice Chair

THE RETIREMENT SYSTEMS OF ALABAMA

David G. Bronner, CEO
Donald L. Yancey, Deputy Director

Agency Director
Orange Beach
P O Box 458
Orange Beach, AL 36561-0000

Unit Code ORG

June 27, 2017

Act 2017-367 of the Regular Session of the Alabama Legislature provides your agency with the opportunity to grant a one-time lump sum payment to retired members and beneficiaries of deceased retirees who retired prior to May 1, 2017 and are entitled to receive a monthly retirement benefit from the Employees' Retirement System (ERS) on November 30, 2017.

The Act provides for the retiree to receive a one-time lump sum payment of \$2.00 for each month of service credited to the retiree's account or \$300.00, whichever is greater. The Act provides for a beneficiary of a deceased retiree to receive \$300.00. Payment will be made by check in December 2017 separate from the monthly retirement direct deposit.

If your agency elects to grant the 2017 one-time lump sum payment, your estimated cost is **\$16,240.00** which will require **0.14%** to be added to your agency's employer contribution rate effective for the one year period from **October 1, 2018 – September 30, 2019**, or you may submit a onetime lump sum payment remitted with the resolution to cover the cost.

To grant the provisions of Act 2017-367 for retirees and beneficiaries of your agency, the governing authority of your agency must adopt and submit a Resolution. A fillable form Resolution can be found on the RSA website at http://www.rsa-al.gov/uploads/files/2017_Lump_Sum_Resolution_Retiree.pdf. **The Resolution to adopt the provisions of Act 2017-367 must be received by ERS no later than October 31, 2017.** Please note that there is no provision that will allow the one-time lump sum payment to be granted retroactively.

Any retiree or beneficiary whose eligibility for Medicaid benefits is impaired by this payment shall not be entitled to receive the payment and should notify this office to request that the increase not be granted.

If you have any questions regarding the implementation of the provisions of Act 2017-367, please contact my office at (334) 517-7000 or 1-877-517-0020.

Sincerely,

William F. Kelley, Jr.
Director of ERS Benefits

MODEL RESOLUTION--ACT 2017-367
(Local Unit Retirees and Beneficiaries of Deceased Retirees)

Be it resolved that the (Name of Agency), through its governing authority, elects to come under the provisions of Section 2 of Act 367 of the Regular Session of the 2017 Legislature.

The (Name of Agency) agrees to provide all funds necessary to the Employees' Retirement System to cover the cost of the one-time lump sum payment as provided for by this Act for those eligible retirees and beneficiaries of deceased retirees of (Name of Agency) with the aforementioned lump sum payment being paid in October 2017.

CERTIFICATION

I, (NAME, OFFICIAL TITLE, NAME OF AGENCY), hereby certify that the foregoing is a true and correct copy of the Resolution passed on this _____ day of _____, 2017.

Signature of Official

Official Title



**Committee of the Whole Agenda
7/11/2017 5:00 PM**

Resolution reappointing Suzanne Laurier to the Library Board. (SG)

Description of Topic: Resolution reappointing Suzanne Laurier to the Library Board. (SG)

**Action
Options/Recommendation:**

**Source of Funding (if
applicable) :**

ATTACHMENTS:

📎 [Resolution](#)

RESOLUTION NO. 17-xxx

**A RESOLUTION REAPPOINTING
SUZANNE LAURIER TO THE LIBRARY BOARD**

FINDINGS:

1. Library Board Member Suzanne Laurier's term expires July 2017.
2. Ms. Laurier has served in her position faithfully and well.
3. The Library Board has recommended that Ms. Laurier be reappointed to her position on the Library Board of the Orange Beach Public Library.

Attachment number 1 \nPage 1

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

1. That Suzanne Laurier be and is hereby reappointed to serve on the Library Board for a four year term which ends June 30, 2021;
2. That it be reaffirmed that the following persons have been appointed to the Library Board for the Orange Beach Public Library for the terms set out below:

Karen Clark, term ending January 31, 2018
Patricia Underwood, term ending December 31, 2019
Joni Blalock, term ending October 31, 2020
Sharon Ramirez, ending December 31, 2020

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

ADOPTED THIS 18th DAY OF JULY, 2017.

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. 17-xxx, which was duly and legally adopted at a regular meeting of the City Council on July 18, 2017.

City Clerk



**Committee of the Whole Agenda
7/11/2017 5:00 PM**

Resolution authorizing the execution of a Purchasing Program Agreement with Staples Contract & Commercial, Inc. (RE)

| | |
|--|---|
| Description of Topic: | Resolution authorizing the execution of a Purchasing Program Agreement with Staples Contract & Commercial, Inc. (RE) |
| Action Options/Recommendation: | This purchasing program gives the City the added benefit of using the South Alabama Purchasing Association's aggregate buying power to determine its annual rebate rate from Staples. |
| Source of Funding (if applicable) : | N/A |

ATTACHMENTS:

- ☐ [Resolution](#)
 - ☐ [Agreement](#)
-

RESOLUTION NO. 17-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PURCHASING PROGRAM AGREEMENT WITH
STAPLES CONTRACT & COMMERCIAL, INC.**

FINDINGS:

1. The South Alabama Purchasing Association (SAPA) has negotiated a purchasing program with Staples Contract & Commercial, Inc., a Massachusetts corporation doing business as Staples Business Advantage. This purchasing program is governed by the National Joint Purchasing Alliance (NJPA) agreement approved for municipal use by the State of Alabama Public Examiners Office.
2. This purchasing program offers the additional benefit of using SAPA's aggregate spending to calculate the City's annual rebate rate on top of the aggressive contract pricing available through the NJPA agreement.
3. After having reviewed the agreement (attached Exhibit A), the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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 Staples Contract & Commercial, Inc., a Massachusetts corporation, 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 18th DAY OF JULY, 2017.

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. 17-xxx, which was duly and legally adopted at a regular meeting of the City Council on July 18, 2017.

City Clerk

SAPA MEMBER NJPA PROGRAM AGREEMENT

This SAPA Member NJPA Program Agreement (“Program Agreement”) by and between the City of Orange Beach, Alabama, (“Buyer”) and **Staples Contract & Commercial, Inc.**, operating as Staples Business Advantage (“Staples”) is made effective as of 7/17/17 (the Program Agreement Effective Date) and is attached to and governed by the NJPA Agreement(s) specifically marked and identified in Section 3.2 below (“NJPA Agreement(s)”) between Staples and NJPA. Buyer and Staples are collectively referred to herein as the “Parties”. All capitalized terms used herein shall have the meaning assigned to them in the NJPA Agreement unless otherwise defined herein.

WHEREAS, Buyer, a member of NJPA (as defined below), and Staples desire to enter into this Program Agreement pursuant to which Buyer may participate in the NJPA Program to purchase Products (as defined below).

NOW, THEREFORE, in consideration of the foregoing mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.0 Previous Program Agreement(s). The Parties acknowledge and agree that this Program Agreement shall replace and supersede any previous Program Agreement including any amendments attached thereto as of the Program Agreement Effective Date set forth in paragraph 1 above.

2.0 Term. The term of this Program Agreement with respect to Buyer shall commence on the Program Agreement Effective Date and shall terminate upon the earlier of (i) termination or expiration of the NJPA Agreement, or (ii) the date at which Buyer ceases to be a Member of NJPA (“Program Agreement Term”). In the event that the Program Agreement terminates or expires pursuant to (i) or (ii) above, Staples agrees to offer Buyer the option to enter into a separate agreement with Staples only, provided, however, Staples and Buyer mutually agree upon the terms and conditions of such separate agreement.

3.0 Definitions.

3.1 NJPA. The National Joint Powers Alliance® (NJPA) is public agency serving as a national government/education contracting agency. NJPA was created and organized under the “Service Cooperative” section of the Minnesota Statute, M.S. 123A.21. NJPA is governed by publicly elected officials while cooperatively serving all municipal and educational agencies nationally under the authority of the Minnesota Joint Exercise of Powers laws M.S. 471.59.

3.2 NJPA Program. The specific program(s) checked below:

☒ **Supplies Program.** Office, school, and other workplace-related supplies and services offered for sale by Staples to NJPA members that are included in the NJPA national contract solution for the procurement of OFFICE, SCHOOL, AND OTHER WORKPLACE-RELATED SUPPLIES AND SERVICES pursuant to RFP award #010615-SCC as amended from time to time or any future equivalent IFB/RFP for office supplies awarded to Staples.

☒ **Furniture Program.** Furniture with related accessories and services offered for sale by Staples to NJPA members that are included in the NJPA national contract solution for the procurement of FURNITURE WITH RELATED ACCESSORIES

AND SERVICES pursuant to RFP award #031715-SCC as amended from time to time or any future equivalent IFB/RFP for furniture awarded to Staples.

- ☒ **Janitorial Program.** Janitorial supplies and related custodial products offered for sale by Staples to NJPA members that are included in the NJPA national contract solution for the procurement of JANITORIAL SUPPLIES AND RELATED CUSTODIAL PRODUCTS pursuant to RFP award #110415-SCC as amended from time to time or any future equivalent IFB/RFP for janitorial supplies awarded to Staples.

- 3.3 **Products.** All items included in the NJPA Program that Buyer purchases or may purchase from Staples Advantage.

4.0 Buyer Representations and Warranties. Buyer hereby represents and warrants that:

- 4.1 it is a governmental entity as defined in Minnesota Statute 471.59 or it is a nonpublic school administrative unit or non-profit eligible to participate in the NJPA Program pursuant to Minnesota Statute 123a.21;
- 4.2 it is an NJPA member and will maintain its NJPA membership during the Program Agreement Term;
- 4.3 it has the local legal ability to recognize and participate in joint exercise of powers activities under the applicable state and federal procurement laws; and
- 4.4 as a member of NJPA, Buyer may participate in the NJPA Program, provided, however, Buyer acknowledges that it (i) will be bound in all respects by the terms and conditions of the NJPA Agreement and terms and conditions of this Program Agreement

- 5.0 Prices.** Prices for Products are available at the time of purchase on www.StaplesAdvantage.com or as otherwise provided by the NJPA Program.

6.0 Rebates.

- 6.1 Staples will pay Buyer the standard annual NJPA volume rebates as provided by the NJPA Program. Notwithstanding anything to the contrary, the NJPA volume rebate shall be calculated based on the aggregate Net Sales of all purchases by a “Buyer” under a SAPA Member NJPA Program Agreement, with each such Buyer thereunder receiving a proportionate share of the NJPA volume rebate commensurate with such Buyer’s Net Sales under its respective SAPA Member NJPA Program Agreement. For purposes of this Section and calculation of achievement of the NJPA volume rebate, Net Sales of each SAPA purchaser shall be aggregated during the period of July 1st to June 30th during each year of the Term.
- 6.2 Payment of all discounts, incentives and/or rebates paid hereunder is contingent upon Buyer paying all invoices within the agreed-upon payment terms.

- 7.0 Conflict.** In the event of conflict between this Program Agreement and the NJPA Agreement, the terms and conditions of this Program Agreement shall control.

8.0 **Termination.** Either Party may terminate this Program Agreement for any reason upon at least thirty (30) calendar days' prior written notice to the other Party.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Program Agreement under seal as of the Program Agreement Effective Date.

CITY OF ORANGE BEACH, ALABAMA

STAPLES CONTRACT & COMMERCIAL, INC.

By its authorized agent:

By its authorized agent:

(Signature)

(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

City of Orange Beach

P.O. Box 458

Orange Beach, AL 36561

ATTN: Procurement Officer

Telephone: 251-981-6979

Facsimile: 251-981-6981

Email: reberly@cityoforangebeach.com

Address for Notices:

Staples Contract & Commercial, Inc.

500 Staples Drive

Framingham, MA 01702

ATTN: _____

Telephone: _____

Facsimile: _____

Email: _____

with a copy to: General Counsel (Ref: _____)



**Committee of the Whole Agenda
7/11/2017 5:00 PM**

**Resolution declaring fire truck as surplus and authorizing the execution of a brokerage agreement with
Brindlee Mountain Fire Apparatus, L.L.C. (JP)**

| | |
|--|--|
| Description of Topic: | Resolution declaring fire truck as surplus and authorizing the execution of a brokerage agreement with Brindlee Mountain Fire Apparatus, L.L.C. (JP) |
| Action Options/Recommendation: | Truck will stay in service until the new ladder truck is ready. |
| Source of Funding (if applicable) : | N/A, commission based on sale amount |

ATTACHMENTS:

- 📎 [Resolution](#)
 - 📎 [Agreement](#)
-

RESOLUTION NO. 17-xxx

**A RESOLUTION DECLARING FIRE TRUCK AS SURPLUS AND
AUTHORIZING THE EXECUTION OF A
BROKERAGE AGREEMENT WITH
BRINDLEE MOUNTAIN FIRE APPARATUS, L.L.C.**

FINDINGS:

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

1995 Simon D8400 Fire Truck, Red, VIN# 1S91K71J6S1020062

2. Section 11-43-56 of the Code of Alabama of 1975 authorizes the municipal governing body to dispose of unneeded personal property.
3. Due to the specialized nature of the surplus item, the Fire Chief recommends using a specialty broker to auction the fire truck.
4. After having reviewed the agreement (attached Exhibit A), the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the aforementioned personal property owned by the City of Orange Beach, Alabama, is not needed for public or municipal purposes;
2. That the Mayor and City Clerk are hereby authorized and directed to dispose of the surplus property, as described above, on behalf of the City of Orange Beach, Alabama, by appropriate legal methods;
3. That the 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 Brindlee Mountain Fire Apparatus, L.L.C., as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney;
4. That the proceeds derived from such disposal shall be deposited in the General Fund of the City of Orange Beach; and
5. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 18th DAY OF JULY, 2017.

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. 17-xxx, which was duly and legally adopted at a regular meeting of the City Council on July 18, 2017.

City Clerk

BRINDLEE MOUNTAIN FIRE APPARATUS**15410 Hwy 231 Union Grove AL 35175 • 1-866-285-9305 • Fax: 256-498-0924****Listing and Marketing Commission Agreement**

The undersigned being duly authorized, hereby enter into the following contractual agreement:
Brindlee Mountain Fire Apparatus agrees to broker the following apparatus:

1998 Simon Duplex Tiller
Apparatus:

Owned or exclusively offered for sale by:

Department/Owner: Orange Beach Fire - AL

Brindlee will refer to Agent/Owner all qualified inquires Brindlee receives regarding the specified apparatus and may market the apparatus through various channels of websites, auctions, ads, and direct sales. If Agent/Owner sells the marketed apparatus or any other apparatus to the customer referred by Brindlee, or anyone acting on behalf of the referred customer, the Agent/Owner will pay a commission of:

10% (or a minimum of \$500) if the truck is sold for less than \$125,000.00

7% if the truck is sold for a price between \$125,000.00 and under \$200,000.00

5% for a truck that is sold at or above \$200,000.00

Payment will be made to Brindlee within 10 days of the sale. Interest in the amount of 1.5% will be charged on any outstanding invoice that is not paid within 30 days of the invoice date. Any additional costs incurred as part of collection efforts will also be the responsibility of the seller.


Agent/Owner agrees to notify Brindlee, at the time of sale, as to the sale price and the name and address of the buyer regardless of whether or not Brindlee referred the Buyer. Agent/Owner acknowledges failure to provide this information will result in fees payable to Brindlee as if the lead was referred by Brindlee and sold at the listed price.

Either party may terminate at any time by notifying the other party in writing. If any sale takes place subsequent to termination, to a party previously referred by Brindlee, the same commission will be paid as if the agreement were still in effect.

Agreed to by:

Authorized Agent/Owner

Date: _____

DocuSigned by:

EA2A2B4B07814E5...

Brindlee Mountain Fire Apparatus

Date: 7/5/2017

Item # 7



**Committee of the Whole Agenda
7/11/2017 5:00 PM**

Resolution awarding the bid for Sportsplex Ball Field Improvements. (TT/LD)

Description of Topic: Resolution awarding the bid for Sportsplex Ball Field Improvements. (TT/LD)

**Action
Options/Recommendation:** Bid opening scheduled for Thursday, July 13th.

**Source of Funding (if
applicable) :** Budgeted

ATTACHMENTS:

No Attachments Available



**Committee of the Whole Agenda
7/11/2017 5:00 PM**

Ordinance amending Chapter 54 of the Code of Ordinances for the City of Orange Beach to add a new Article IV to prohibit the operation of unmanned aerial vehicles ("drones"). (WC)

Description of Topic:

Ordinance amending Chapter 54 of the Code of Ordinances for the City of Orange Beach to add a new Article IV to prohibit the operation of unmanned aerial vehicles ("drones"). (WC)

Action

Options/Recommendation:

Source of Funding (if applicable) :

ATTACHMENTS:

📎 [Ordinance](#)

ORDINANCE NO. 2017-xxxx

**AN ORDINANCE AMENDING CHAPTER 54 OF THE
CODE OF ORDINANCES FOR THE CITY OF ORANGE BEACH, ALABAMA,
TO ADD A NEW ARTICLE IV TO PROHIBIT
THE OPERATION OF UNMANNED AERIAL VEHICLES (“DRONES”)**

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

1. That Chapter 54 of the Code of Code of Ordinances for the City of Orange Beach is hereby amended to add a new Article IV entitled “Unmanned Aircraft Systems” as follows: Attachment number 1 \nPage 1

“ARTICLE III. OPERATION OF UNMANNED AIRCRAFT SYSTEMS

Sec. 54-____. - Findings.

- (a) The City of Orange Beach is a Class 8 Alabama Municipality which has been vested with a portion of the state’s sovereign power to protect the public, health safety and welfare. *Code of Alabama, 1975, §11-45-1.*
- (b) Orange Beach is a unique, coastal-resort location that attracts thousands of visitors each year. There are a variety of recreational and business activities in, on, and increasingly above, the beaches, waterways and other public places within the city, including drones, parasails, and banner plane advertising.
- (c) In recent months the police department has received a variety of complaints from residents and visitors about the operation of unmanned aircraft systems (“UAS”), commonly known as “drones,” over beaches and other public places within the City. Residents, concerned with safety and privacy, have also complained that UAS are being flown over their property without permission.
- (d) Recent developments in UAS technology make it possible for drones to travel at speeds in excess of 100 mph; to carry payloads, video cameras and other recording devices; and to be operated remotely from great distances from the operator; all of which increases the potential for injury to persons and property within Orange Beach.
- (e) The Council finds that while the majority of devices will be used for lawful purposes, either commercially or by hobbyists, the devices can be used to conduct unlawful or unwanted surveillance, voyeuristic, or other intrusive activities. Further, because UAS are capable of being flown over stadiums, schools, and large public gatherings, such devices could bypass security checkpoints and other public safety measures designed to protect the public.
- (f) The Federal Aviation Administration’s guidance on the use of unmanned aircraft provides that flights may not be conducted over urban or populated areas, heavily trafficked roads, or open-air assemblies of people, absent a convincing showing that such operations can be conducted safely (*Fact Sheet – Unmanned Aircraft Systems*, Federal Aviation Administration, Feb. 19, 2013).
- (g) The Council finds that in order to protect the public health, safety and general welfare it is necessary to adopt reasonable regulations consistent with state and federal law concerning the use of UAS.

Sec. 54-____. - Definitions.

In addition to the definitions in Chapter 1 of this Code, the following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this Article, except where the context clearly indicates a different meaning:

Alcohol concentration means grams of alcohol per deciliter of blood or grams of alcohol per 210 liters of breath.

Coastal Construction Line or *CCL* means a line seaward of which construction activities are restricted or prohibited as defined in Section 30-182 of this Code.

Contact Information means full name; resident and business addresses; home, business and cellular telephone numbers. Contact information shall also include the FAA registration number for the UAS, and the permit number, if any, that has been issued for the flight.

Commercial Use of a UAS means that a UAS is licensed under Chapter 55 of this Code for use in the connection with a business, including but not limited to, photography and videography; contract services such as equipment and factory inspection; land mapping and surveys; and security services.

Criminally negligent shall have the meaning as set out in Alabama Code §13A-2-4.

FAA means the United States Federal Aviation Administration established pursuant to to 49 U.S.C.

§106.

Gulf Beach Area means the area commencing at the CCL and extending seaward into the waters of the Gulf of Mexico for a distance 1,000 feet, and includes the Islands of Perdido.

Outdoor Special Event shall mean any celebration gathering, ceremony, show, exhibit, concert, pageant, rally, demonstration, parade or assembly of any kind which is calculated to attract at any one time the physical attendance of more than one hundred persons and which is held in or on any public beach, public space, open space, plaza street, park, stadium, or any open-air facility or closed-air facility that is open to the public, ticketed and/or non-ticketed audience and is an event intended to attract people. The term also includes, but is not limited to, any event receiving a special event permit pursuant to Article V, Chapter 66 of this Code.

Operate means to use, cause to use, or authorize the use of a UAS, with or without the right of legal control. Attachment number 1 Page 2

Operator is any person who deploys, launches, lands or flies a UAS, and includes any person who is assisting an operator.

Reckless shall have the meaning as set out in Alabama Code §13A-2-2(3).

Unmanned Aircraft Systems (UAS) shall mean an unmanned aircraft or unmanned aircraft system that can fly under the control of a remote pilot or by global positioning system (GPS) guided autopilot mechanism. UAS are more commonly known as “drones.”

Venue means collectively or individually any municipally owned property, rights of way, or public schools and includes, but is not limited to:

City Hall, located at 4099 Orange Beach Boulevard;

City Finance Department, located at 4151 Orange Beach Boulevard;

The Orange Beach Justice Center Campus, located at 4480 Orange Beach Boulevard;

The Orange Beach Elementary School, located at 4900 South Wilson Boulevard;

The Orange Beach Event Center at the Wharf, located at 4671 Wharf Parkway;

The Orange Beach Sportsplex, located at 4389 William Silvers Parkway;

The Orange Beach Sewer Plant located at 23908 Canal Road;

The Orange Beach Coastal Arts Center located at 26389 Canal Road.

Wildlife means any live animals living in the wild state, including but not limited to, coyotes, raccoons, foxes, or any other warm-blooded animal, marine mammal, reptile and other amphibious animal found in the wild state.

Sec. 54-____. - Administration; Enforcement; Jurisdiction.

This Article shall be administered and enforced by the Police Chief, and shall apply within the corporate limits and the police jurisdiction.

Sec. 54-____. - Prohibited Areas.

(a) It shall be unlawful for any person to take off, land, operate, or to assist in the operation of any UAS out of doors at or within five hundred feet of any Venue, Outdoor Special Event, or Gulf Beach Area unless such operation has been permitted by the Office of Special Events.

(b) It shall be unlawful for any person to operate a UAS over the property of another without the consent of the owner of such property.

Sec. 54-____. - Prohibited Equipment.

It shall be unlawful for any person to operate or possess a UAS that is equipped with detachable cargo, releasable payload, or any device equipped to carry a weapon or destructive device; or any modification that has not been approved by the FAA.

Sec. 54-____. - Safe Operation.

(a) It shall be unlawful for any person to operate any UAS while under the influence of alcohol, a controlled substance, or any substance that impairs the mental or physical faculties of a person, or any combination thereof, to the extent that it affects the person's ability to operate a UAS in a safe manner.

(b) Operators shall comply with 14 CFR §107.27 and 91.17 which prohibits the operation of a UAS:

(1) Within 8 hours after the consumption of any alcoholic beverage;

(2) While under the influence of alcohol;

(3) While using any drug that affects the person's faculties in any way contrary to safety; or

(4) While having an alcohol concentration of 0.04 or greater in a blood or breath specimen.

- (c) It shall be unlawful for any person to operate a UAS in a recklessly or in a criminally negligent manner.

Sec. 54-____. - Accidents; Duty to Render Aid.

- (a) It shall be unlawful for an operator who is directly or indirectly involved in an accident that results in personal injury or property damage to leave the scene of the accident until contact information has been provided to every person sustaining loss or injury, and to any police officer.
- (b) Operators shall render all reasonable assistance to any person injured in the accident including, but not limited to, calling 911 or otherwise notifying police and emergency medical personnel.
- (c) In case of property damage where the property is unoccupied and/or unattended, operators shall attach full contact information securely and in a in a conspicuous place in or on the property.

Sec. 54-____. - Harassment; Voyeurism Prohibited.

- (a) It shall be unlawful to operate a UAS to secretly observe another person when the other person is located in a dwelling, structure, or conveyance and such location provides a reasonable expectation of privacy.
- (b) It shall be unlawful to operate a UAS with the intent to offend, annoy, abuse, threaten, or harass any person or Wildlife.

Sec. 54-____. - FAA Regulations.

Operators shall at all times abide by the rules and regulations promulgated by the FAA ([14 CFR Part 107](#)) and it shall be unlawful for any person to operate a UAS in a manner that is contrary to such regulations.

Sec. 54-____. - Permits.

The City Administrator is authorized to issue permits to operators who have a remote pilot airman certificate issued by the FAA and the operator agrees to provide the insurance and indemnification in the manner expressed on the permit application.

Sec. 54-____. - Exceptions.

- (a) This Article shall not prohibit the use of UAS by any local government agency for lawful purposes and operated in a lawful manner.
- (b) This Article shall not apply to any person holding a permit issued by the City that authorizes the flying of a UAS so long as it is operated for lawful purposes and in a lawful manner.

Sec. 54-____. - Affirmative Defenses.

The following shall constitute an affirmative defense to any criminal action brought pursuant to Section 54-____ (Prohibited Areas). The burden shall be on the operator to show, by a preponderance of the evidence, that:

- (a) The operator held a permit issued pursuant to Section 54-____ (Prohibited Areas) to operate in an area that is otherwise prohibited by Section 54-____ (Prohibited Areas); or
- (b) The operator was operating the UAS at the direction of a governmental agency, such that is should be considered a public aircraft; or
- (c) The operator was authorized by the FAA to operate a UAS in city airspace and that the UAS was operated for lawful purposes and in a lawful manner.

2. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 18th DAY OF JULY, 2017.

Renee Eberly
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies that the foregoing **ORDINANCE 2017-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