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## COMMITTEE OF THE WHOLE MEETING AGENDA

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### **I. ROLL CALL**

### **II. CONSIDERATION OF PREVIOUS MINUTES**

1. Regular Council Meeting 08/01/17
2. Committee of the Whole 08/01/17

### **III. PUBLIC COMMENTS/AGENDA ITEMS**

1. Regular Council Meeting 08/01/17
2. Committee of the Whole 08/01/17

### **IV. Unfinished Business**

#### **Miscellaneous**

#### **Resolutions**

#### **Ordinances**

### **V. New Business**

#### **Miscellaneous**

1. Discuss support and endorsement of Trap, Neuter and Return Project for stray and feral cats. (TC)
2. Discuss utilizing city funds for excavation of the Mulligan Place subdivision retention pond. (KA)

#### **Resolutions**

1. Resolution authorizing the Mayor to execute a professional services agreement with M.D. Bell Company Inc. to perform a property appraisal of the Papadelias house located at 5215 Pine Road. (KA)

#### **Ordinances**

1. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0703-PUD-17, Greenway Apartments at Orange Beach PUD Preliminary PUD Approval. (KA)
2. Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0703-PUD-17, Greenway Apartments at Orange Beach PUD Preliminary PUD Approval. (KA)
3. Ordinance approving the petition for annexation of the Holmes Property into the City of Orange Beach, Alabama. (KA)
4. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0802-PUD-17, GSPS Orange Beach Sales & Service PUD. (Suggested date 9/19/2017) (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.cityoforangebeach.com](http://www.cityoforangebeach.com)



**COMMITTEE OF THE WHOLE MEETING  
AUGUST 15, 2017**

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**Departments:** Administration

**Description of Topic:**

Regular Council Meeting 08/01/17

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

Description

- ▣ Regular Council Meeting 08/01/17

**MINUTES OF  
REGULAR COUNCIL MEETING  
ORANGE BEACH CITY COUNCIL  
AUGUST 1, 2017 – 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** Pastor Kim Vanbrimmer, Orange Beach Presbyterian Church
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**
- |          |  |
|----------|--|
| Present: | Councilmember Jeff Silvers<br>Councilmember Jerry Johnson<br>Councilmember Annette Mitchell<br>Mayor Tony Kennon |
| Absent:  | Councilmember Joni Blalock<br>Councilmember Jeff Boyd  |

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

**V. CONSIDERATION OF AGENDA: Motion made (Johnson/Silvers) to approve the agenda with the following additions:**

1. Approval of a Special Retail Liquor License Application by Mike Perrin Productions, LLC, for "Sunday Night with Aaron Tippin," Orange Beach Event Center, 4671 Wharf Parkway West.
2. Approval of a Restaurant Retail Liquor License Application by Cojak Investments of Orange Beach, LLC, for Another Broken Egg Cafe, 25910 Canal Road, Suite K.
3. Resolution authorizing execution of a reciprocal agreement to exchange information with Baldwin County.
4. Resolution authorizing execution of a hosting services agreement with Computer Software Innovations, Inc. (d/b/a Harris Local Government).
5. Resolution authorizing execution of a lease agreement for the Martinique-Callaway Property in order to maintain the vintage vessel, "Sea Duster."

Vote unanimous in favor.

**VI. CONSIDERATION OF PREVIOUS MINUTES**

Regular Council Meeting	07/11/17
Committee of the Whole	07/11/17

The reading was waived and Minutes were approved as written.

**VII. REPORTS OF OFFICERS/COMMITTEES**

- A. City Administrator – Ken Grimes  
Mr. Grimes announced the completed renovation of the Golf Center greens. He introduced David Crenshaw as the new Pro Shop Manager, and stated demolition of the Sportsplex fields in preparation for the ballfield upgrades is underway. Work on completing the resurfacing of the Tennis Courts and the tiling of the Kiddie Pool continues.
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|--|------------------|
| B. <u>Director, Public Works – Tim Tucker</u>    | No report.       |
| C. <u>Engineering – Kit Alexander</u>            | No report.       |
| 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 – Ford Handley</u>       | Report attached. |
| H. <u>Parks &amp; Recreation</u>                 | No report.       |
| I. <u>Director, Utilities – Jeff Hartley</u>     | No report.       |

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|----|--|------------|
| 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 inquired about the protection of seagrass beds and authority for enforcement. Bill Jeffries and Chief Joe Fierro stated that there is signage around the islands, specifically Walker Island. Discussion with the State will be pursued to make recommendations regarding procedures for enforcement.

Councilmember Johnson recognized a guest in attendance, Mike Shaw, who serves as Councilmember, Place 4, for the City of Hoover.

## VIII. AUDITING OF ACCOUNTS

**Motion made (Mitchell/Johnson) to certify that cash requirements with no related interests are within budget and appropriate for payment.** Vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Kennon, aye. **Passed. (4-0).**

**Motion made (Mitchell/Johnson) to certify that cash requirements with related interests in Swift Supply are within budget and appropriate for payment.** Vote revealed: Silvers, abstain; Johnson, aye; Mitchell, aye; Kennon, aye. **Passed. (3-0-1).**

## IX. PRESENTATIONS

## X. RECOGNITIONS

## XI. UNFINISHED BUSINESS

## XII. NEW BUSINESS

### Miscellaneous

1. ADDITION: Approval of a Special Retail Liquor License Application by Mike Perrin Productions, LLC, for "Sunday Night with Aaron Tippin," Orange Beach Event Center, 4671 Wharf Parkway West. **Motion made (Mitchell/Silvers) to approve the liquor license.** Vote unanimous in favor.
2. ADDITION: Approval of a Restaurant Retail Liquor License Application by Cojak Investments of Orange Beach, LLC, for Another Broken Egg Cafe, 25910 Canal Road, Suite K. **Motion made (Johnson/Mitchell) to approve the liquor license.** Vote unanimous in favor.

### Resolutions

1. Resolution awarding the bid for Art Center Site Improvements to McElhenney Construction Company, LLC, in an amount not to exceed \$644,809.71. **Motion made (Johnson/Mitchell) to adopt the resolution.** Brief discussion followed regarding the cost and scope of the project. **Motion made (Silvers/Johnson) to postpone consideration of this item.** Vote unanimous in favor.
2. Resolution declaring property located at 23015 Perdido Beach Blvd. as a public nuisance and further authorizing the city to take appropriate action to abate said nuisance. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor.
3. Resolution authorizing the execution of an agreement for telecommunications bill auditing services with The SpyGlass Group, LLC. **Motion made (Mitchell/Silvers) to adopt the resolution.** Vote unanimous in favor.
4. ADDITION: Resolution authorizing execution of a reciprocal agreement to exchange information with Baldwin County. **Motion made (Mitchell/Johnson) to adopt the resolution.** Vote unanimous in favor.
5. ADDITION: Resolution authorizing execution of a hosting services agreement with Computer Software Innovations, Inc., d/b/a Harris Local Government. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor.
6. ADDITION: Resolution authorizing execution of a lease agreement for the Martinique-Callaway Property in order to maintain the vintage vessel, "Sea Duster." **Motion made (Silvers/Johnson) 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. 0602-RZ-17, Ready Mix Site Development Rezoning. **Application withdrawn.**

**Ordinances**

1. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0602-RZ-17, Ready Mix Site Development Rezoning. **Application withdrawn.**

**XIII. PUBLIC COMMENTS**

**XIV. ADJOURN**

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

Time: 4:16 P.M.

**APPROVED** this the 5<sup>th</sup> day of September, 2017.

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Renee Eberly  
City Clerk



**COMMITTEE OF THE WHOLE MEETING  
AUGUST 15, 2017**

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**Departments:** Administration

**Description of Topic:**

Committee of the Whole 08/01/17

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

Description

- Committee of the Whole 08/01/17

**MINUTES OF  
COMMITTEE OF THE WHOLE MEETING  
ORANGE BEACH CITY COUNCIL  
AUGUST 1, 2017 – 4:16 P.M.  
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the August 15, 2017, agenda.

The following members were present:

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

The following members were absent:

Councilmember Joni Blalock  
Councilmember Jeff Boyd

The following items were discussed:

1. Discussion on recommendations for revision to the Flood Damage Prevention Ordinance to incorporate data shown on Preliminary Flood Insurance Rate Maps.
2. Resolution declaring air rifle equipment and gear owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to American Legion Post 44, Gulf Shores.
3. Ordinance amending Chapter 50, Article III, Section 50-70 of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Business License - Penalties and Interest."
4. Ordinance amending Chapter 50, Article IV, Division 2 of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Sales Tax" to require filing and payment of taxes online.
5. Ordinance approving the petition for annexation of the Holmes Property into the City of Orange Beach, Alabama. Greg Leatherbury, representing the applicant, requested that the request for annexation and accompanying preliminary PUD approval for Greenway Apartments be postponed. Council agreed and rescheduled the Public Hearing for Greenway Apartments and consideration of the rezoning and annexation requests for Council Meeting on September 5, 2017.

There being no further business, the meeting adjourned.

Time: 4:56 P.M.

**APPROVED** this 5<sup>th</sup> day of September, 2017.

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Renee Eberly  
City Clerk

## ITEM 1.



### COMMITTEE OF THE WHOLE MEETING AUGUST 15, 2017

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**Departments:** Police

**Description of Topic:**

Discuss support and endorsement of Trap, Neuter and Return Project for stray and feral cats. (TC)

**Action Options/Recommendation:**

See attached email from Tom Conerly, Orange Beach Animal Control Officer

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

Request for City to purchase and donate the first 20 traps to the Orange Beach Animal Care and Control Program (OBACCP). Estimated cost of \$1,300.

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**ATTACHMENTS:**

Description

- ▣ Email from Animal Control Officer



Renee Eberly &lt;reberly@cityoforangebeach.com&gt;

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## Information for Aug 15th CoW Meeting

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**T Conerly** <tconerly@obpd.org>

Tue, Aug 8, 2017 at 9:03 AM

To: Renee Eberly &lt;reberly@cityoforangebeach.com&gt;

We are formally requesting for the city to support and endorse (through resolution) the Trap, Neuter and Return (TNR) project as the proven effective and humane solution for controlling our Orange Beach stray and feral cat population. Additionally, as a good faith show of support for the project, we are asking the city to donate the first 20 traps to the Orange Beach Animal Care and Control Program (OBACCP), a newly organized and established non-profit formed primarily to fund and implement the TNR project.

Orange Beach has a burgeoning stray and feral cat problem. Historically, when citizens called with cat concerns the answer they got was "we don't do cats". I believe we have frustrated our public on this issue and left the fate of these animals to ineffective and most often cruel and inhumane eradication efforts including shooting and poisoning. Our citizens rightfully expect a solution to this issue just as with any other community animal issue (nuisance dogs, dogs at large, etc). At least now I have the calls referred to me so I can talk with the citizens about their concerns, whether they want to know what to do about increasing cat populations in their area or they want to deter cats from their property.

Most everyone I have talked with in our community on both sides of the cat fence realize we have a growing cat problem and want something done - but humanely. The only proven effective solution is TNR. Animal control agencies throughout the country have finally realized that the old catch and kill approach is completely ineffective. That archaic method only creates a vacuum effect, opening up what was protected territory that neighboring and opportunistic cats quickly repopulate, resulting in an endless cycle of breeding and unnecessary killing.

Our community cat colonies are a valuable part of our Orange Beach ecosystem, at a minimum providing some control of our rodent and snake populations. Thru TNR we can maintain that value while systematically controlling the unchecked population growth, making the cats better neighbors by eliminating the bad behaviors associated with mating, eliminating the vacuum effect by maintaining the colonies and their territories, and end the unnecessary killing of these animals.

The newly established OBACCP is a 501(c)(3) non-profit charitable organization that will serve as the vehicle for implementing the TNR project through funding and volunteers. Animal Control will serve to guide and coordinate the efforts of OBACCP and the volunteers as we implement the TNR project.

OBACCP will also provide funding for other adverse circumstances involving our Orange Beach animals (dogs, cats and other pets), providing for emergency care for those ill and injured animals picked up by Animal Control where an owner is not identified as well as caring for and boarding animals that have lost their owner until they can be rehomed.

I will get the expected cost for the TruCatch 30LTD traps to you as soon as I get the quote from the vendor. Retail is \$65 per trap, so close to \$1300 total for 20. I am working on getting us a discount.

Please let me know if you need anything further.

Respectfully

Tom

**Thomas L. "Tom" Conerly**

Animal Control Officer

Orange Beach Police Department

P.O. Box 1039

Orange Beach, AL 36561

Phone: (251) 981-9777

Mobile: (251) 200-3541

Email: [tconerly@obpd.org](mailto:tconerly@obpd.org)

<https://www.facebook.com/obpdanimalcontrol>



**COMMITTEE OF THE WHOLE MEETING  
AUGUST 15, 2017**

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**Departments:** Engineering and Environmental

**Description of Topic:**

Discuss utilizing funds for excavation of the Mulligan Place subdivision retention pond. (KA)

**Action Options/Recommendation:**

A Mulligan Place property owner is requesting the City provide funds for the excavation of the retention pond that receives stormwater runoff from the subdivision and the golf course.

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

Cost Estimate Breakdown:

Excavation: \$4500

Perimeter Sod: \$2500

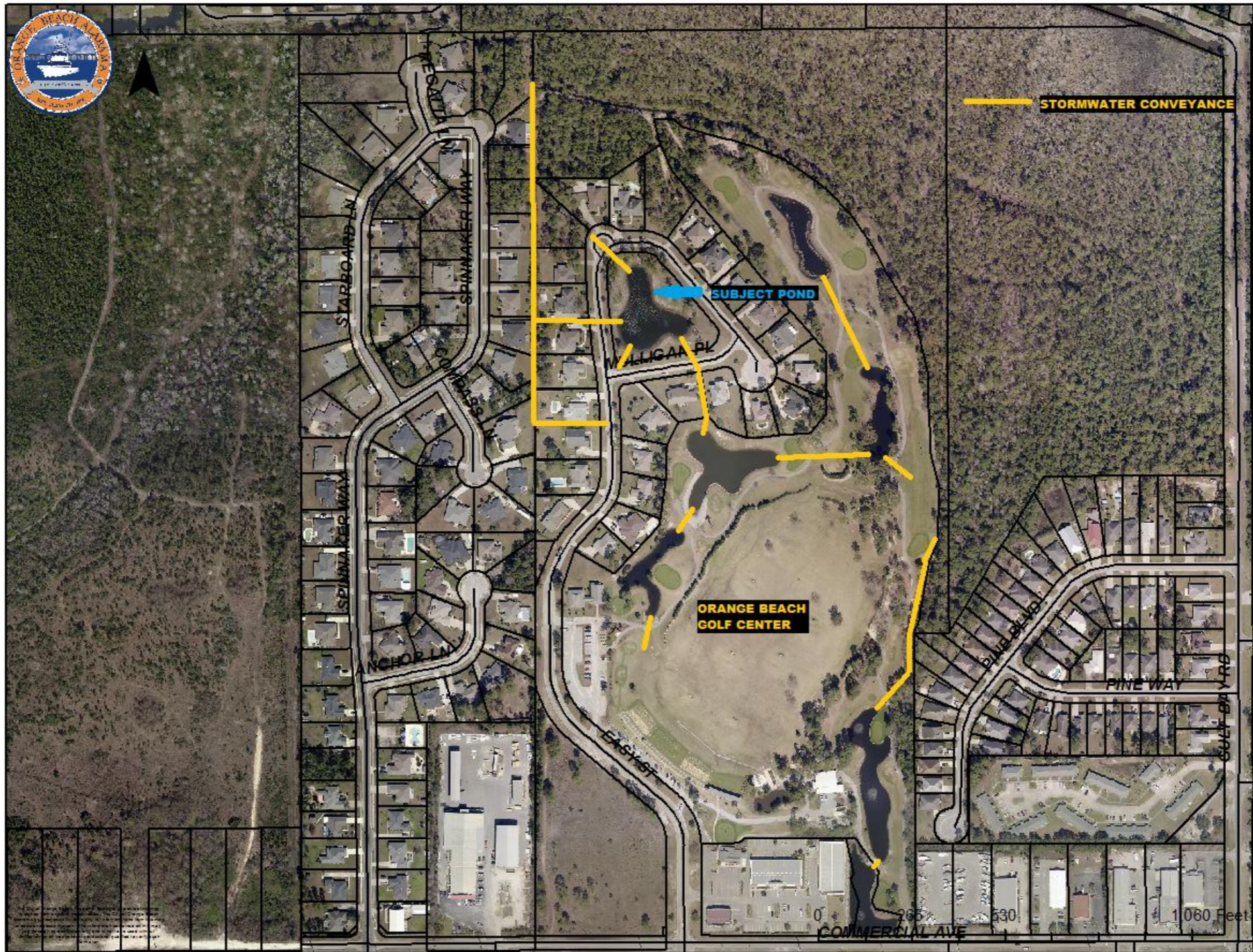
Public Works operating budget.

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**ATTACHMENTS:**

Description

- ▣ Mulligan Place - OB Golf Course Aerial - Drainage Schematic
- ▣ White's Land Service Proposals



**From:** Don White <[WhitesLandService@hotmail.com](mailto:WhitesLandService@hotmail.com)>  
**Sent:** Monday, June 26, 2017 5:44 PM  
**To:** [jennscarb@hotmail.com](mailto:jennscarb@hotmail.com)  
**Subject:** Proposal

**Proposal**  
**WHITE S LAND SERVICE, L.L.C**  
**24821 Commercial Av. Unit 2**  
**ORANGE BEACH ALABAMA, 36561**

**June 26, 2017**

**Proposal Submitted To:**  
**Jennifer Scarbo** [jennscarb@hotmail.com](mailto:jennscarb@hotmail.com)  
**Mulan Place Subdivision .**  
**City Of Orange Beach Al**  

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**Job; The lake**

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**We will use our long reach excavator to excavate the pond and re shape the banks and remove the vegetation from around the lake. We will haul off all debris to the landfill. We will remove all remaining excavated dirt and re shape the grown around the lake.**

**This work will 4 to 5 days to complete. We will seed the disturbed areas around the lake. To do this work will cost \$ 4,500.00.**

**If the area around the lake is to be sodded that cost will be added to this proposal.**

**=====**  
**PROPOSAL MADE BY Don White cell # [251- 747-0084](tel:251-747-0084)**

**WHITE'S LAND SERVICE, L.L.C. OFFICE**  
**(251)974-3939 Fax (251)974-3938**

**From:** Don White <[WhitesLandService@hotmail.com](mailto:WhitesLandService@hotmail.com)>  
**Date:** August 1, 2017 at 8:30:37 AM CDT  
**To:** Jennifer Scarbrough <[jennscarb@remaxgs.com](mailto:jennscarb@remaxgs.com)>  
**Subject:** proposal

**Proposal**  
**WHITE S LAND SERVICE, L.L.C**  
**24821 Commercial Av. Unit 2**  
**ORANGE BEACH ALABAMA, 36561**

**August 1, 2017**

**Proposal Submitted To:**  
**Jennifer Scarbrough**                      [jennscarb@hotmail.com](mailto:jennscarb@hotmail.com)  
**Mulan Place Subdivision .**  
**City Of Orange Beach Al**

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**Job; The lake**

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**We will use our long reach excavator to excavate the pond and re shape the banks and remove the vegetation from around the lake. We will haul off all debris to the landfill. We will remove all remaining excavated dirt and re shape the grown around the lake.**

**This work will 4 to 5 days to complete. We will seed the disturbed areas around the lake. To do this work will cost \$ 4,500.00.**

**We will re sod any disturbed areas in the right-a-ways. The sodding and placing it will cost \$ 2,500.00.**

**If the area around the lake to be sodded does not take the estimated amount we will only charge for what we do. =====**

**=====**

**PROPOSAL MADE BY Don White cell # 251- 747-0084**  
**WHITE'S LAND SERVICE, L.L.C. OFFICE**  
**(251)974-3939 Fax (251)974-3938**



**COMMITTEE OF THE WHOLE MEETING  
AUGUST 15, 2017**

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**Departments:** Engineering and Environmental

**Description of Topic:**

Resolution authorizing the Mayor to execute a professional services agreement with M.D. Bell Company Inc. to perform a property appraisal of the Papadelias house located at 5215 Pine Road. (KA)

**Action Options/Recommendation:**

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

E&ES professional services operating budget line item.

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**ATTACHMENTS:**

Description

- ▣ MD Bell Professional Services Agreement
- ▣ Resolution

# M.D. Bell Company, Inc.

58 E. Midtown Park Dr.  
Mobile Alabama 36606  
TELEPHONE (251) 473-4971  
FAX (251) 476-6468  
E-Mail [rhall@mdbellco.com](mailto:rhall@mdbellco.com)

August 2, 2017

**Kit Alexander**

Orange Beach Engineering & Environmental Services Director  
PO Box 2432  
4101 Orange Beach Boulevard  
Orange Beach, AL 36561  
T: 251.981.2610, C: 251.747.1614

Re:	<b>Appraisal Request:</b>	Residential RFP
	<b>Owner Name:</b>	Papadelias
	<b>Property Name:</b>	Single Family Residence
	<b>Project Location/Address:</b>	5215 Pine Road Orange Beach, Alabama 36561

Dear Ms Alexander:

Thank you for choosing M. D. Bell Company Inc. for your real estate valuation and consulting needs. Enclosed please find our Agreement for Services. If this Agreement is acceptable to you, please sign and return to our office electronically or by mail. Once we receive the signed Agreement from you, we will expedite your request.

If you have questions, please don't hesitate to contact me. I can be reached at (251) 473-4971 ext 17.

Again, thank you for choosing M. D. Bell Company, Inc.

Respectfully submitted,



Frederick H. Hall, Appraiser  
Alabama Certificate No. CG# 00077

**PARTIES TO AGREEMENT:** **Client:**  
**City of Orange Beach**  
**Kit Alexander**  
 Orange Beach Engineering & Environmental Services  
 PO Box 2432  
 4101 Orange Beach Boulevard  
 Orange Beach, AL 36561  
 T: 251.981.2610, C: 251.747.1614  
  
[kaxander@cityoforangebeach.com](mailto:kaxander@cityoforangebeach.com)

**Appraiser:**  
 Frederick Hall (Ricky)  
 M.D.Bell Company Inc  
 58 Midtown Park Dr. E  
 Mobile, Alabama 36606  
 (251) 473-4971 ext 17  
 (251) 802-9540 Cell

Client hereby engages Appraiser to complete an appraisal assignment as follows:

<b>PROPERTY IDENTIFICATION</b>	5215 Pine Road, Orange Beach, Alabama Baldwin County Tax Parcel <b>05-62-08-33-4-001-073.000</b>
<b>PROPERTY TYPE</b>	Single Family Residence
<b>INTEREST VALUED</b>	Fee Simple
<b>INTENDED USERS</b>	1.) City of Orange Beach Note: No other users are intended by Appraiser. Appraiser shall consider the intended users when determining the level of detail to be provided in the Appraisal Report.
<b>INTENDED USE</b>	To assist City of Orange Beach in negotiating a purchase price. Note: No other use is intended by Appraiser. The intended use as stated shall be used by Appraiser in determining the appropriate Scope of Work for the assignment.
<b>TYPE OF VALUE</b>	Market value as defined in The Dictionary of Real Estate Appraisal published by the Appraisal Institute.
<b>DATE OF VALUE</b>	Date of Inspection

<b>ADDITIONAL PROPERTY TO BE VALUED</b>	None.
<b>HYOTHETICAL CONDITIONS</b>	None Anticipated
<b>EXTRAORDINARY ASSUMPTIONS</b>	None Anticipated
<b>APPLICABLE REQUIREMENTS</b>	1.) Uniform Standards of Professional Appraisal Practice (USPAP) 2.) The Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute
<b>ANTICIPATED SCOPE OF WORK</b>	1.) Site Visit – An interior, on-site visit will be conducted on the effective date of value. 2.) Valuation Approaches – Sales Comparison Approach only. Note: Appraiser shall use all approaches necessary to develop a credible opinion of value.
<b>APPRAISAL REPORT</b>	A Combination Narrative/Form appraisal report will be written to comply with the reporting requirements set forth in Standards Rule 2-2(a) of the USPAP. The appraisal report format will also provide a depth of discussion specific to the needs of the client.
<b>DELIVERY DATE</b>	On or before (2) weeks from engagement or as soon as reasonably possible.
<b>DELIVERY METHOD</b>	Hand Delivery
<b>NUMBER OF COPIES</b>	Three Hard Copies will be delivered upon completion of the assignment. Additional hard copies can be requested for \$0 per copy.
<b>PAYMENT TO APPRAISER</b>	\$ 750
<b>PAYMENT DUE DATE</b>	Upon completion of this contract.
<b>ADDITIONAL SERVICES</b>	Additional services shall include meetings with persons other than Client or Client's agents or professional advisors; Appraiser's deposition(s) or testimony before judicial, arbitration or any preparation associated with such depositions or testimony. Any additional services performed by Appraiser not set forth in this Agreement will be performed on terms and conditions set forth in an amendment to this Agreement, or in a separate agreement.
<b>TESTIMONY AT COURT OR OTHER PROCEEDINGS</b>	Unless otherwise stated in this Agreement, Client agrees that Appraiser's assignment pursuant to this Agreement shall not

	include Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery; sworn testimony in a judicial, arbitration or administrative proceeding; or attendance at any judicial, arbitration or administrative proceeding relating to this assignment.
<b>PAYMENT TO APPRAISER FOR ADDITIONAL SERVICES</b>	\$200 per hour
<b>WHEN APPRAISER'S OBLIGATIONS ARE COMPLETE</b>	Appraiser's obligations pursuant to this Agreement are complete when the Appraisal Report in the form specified in this Agreement is delivered to Client pursuant to this Agreement, and when all additional services are performed to Client's satisfaction. Appraiser agrees to be responsive to Client's legitimate inquiries regarding the contents of the report after delivery.
<b>CONFIDENTIALITY</b>	Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement to, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the Ethics Rule of the Uniform Standards of Professional Appraisal Practice (USPAP).
<b>USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS</b>	Appraiser may use employees to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.
<b>CHANGES TO AGREEMENT</b>	Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. Modification or amendments must be in writing and signed by authorized persons.
<b>CANCELLATION</b>	Client may cancel this Agreement at any time prior to Appraiser's delivery of the Appraisal Report upon written notification to Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.
<b>GOVERNING LAW AND JURISDICTION</b>	This Agreement shall be governed by the law of the State of Alabama.
<b>APPRAISER INDEPENDENCE</b>	Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot

guarantee the outcome of the assignment in advance. Appraiser cannot ensure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective of Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

**NOTICES**

Any notice or request required or permitted to be given to any party shall be given in writing and shall be delivered to the receiving party by: a) registered or certified mail, postage prepaid; (b) overnight courier, such as Federal Express, United Parcel Service or equivalent; or (c) hand delivery. The address for delivery of any notice shall be the address for the party as specified in this Agreement, or at such other address as party may designate by written notice to the other party in conformance with this paragraph. Unless otherwise specified herein, notice shall be effective the date it is postmarked or given to a third party for delivery to the receiving party, whether or not the receiving party signs for or accepts delivery of such notice.

**NO THIRD-PARTY  
BENEFICIARIES**

Nothing in this Agreement shall create a contractual relationship between Appraiser or Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

**MEDIATION &  
ARBITRATION**

In the event of a dispute concerning the subject matter of this Agreement, the parties shall in good faith attempt to resolve such dispute by negotiation between the parties' principals, or, if such negotiation is unsuccessful, by mediation conducted by a third-party mediator. The parties shall share equally the costs of any mediation.

**SPECIAL OR  
CONSEQUENTIAL DAMAGES**

Neither party shall under any circumstances be liable to the other party for special, exemplary, punitive or consequential damages, including, without limitation, loss of profits or damages proximately caused by loss of use of any property, whether arising from either party's negligence, breach of the Agreement or otherwise, whether or not a party was advised, or knew, of the possibility of such damages, or such possibility was foreseeable by that party. In no event shall Appraiser be

liable to Client for any amounts that exceed the fees and costs paid by Client to Appraiser pursuant to this Agreement.

**ASSIGNMENT**

Neither party may assign this Agreement to a third party without the express written consent of the other party, which the non-assigning party may withhold in its sole discretion. In the event this Agreement is assigned by mutual consent of the parties, it shall become binding on the assigning party's permitted assigns.

**SEVERABILITY**

In the event any provision of this Agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.

**EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement between the Client and Appraiser and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Client and Appraiser.

**AGREED & ACCEPTED**



Client's Signature

Appraiser's Signature

Appraiser's Printed Name  
Frederick H Hall CG 00077

Client's Printed Name

Date

Date

August 2, 2017

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
AN AGREEMENT FOR SERVICES WITH MD BELL COMPANY INC  
TO PERFORM A PROPERTY APPRAISAL OF THE PAPADELIAS RESIDENCE  
LOCATED AT 5215 PINE ROAD IN THE CITY OF ORANGE BEACH**

**WHEREAS**, the City Council for the City of Orange Beach, Alabama has reviewed the proposed Agreement for Services (attached Exhibit "A") by and between the City of Orange Beach and M.D. Bell Company Inc., whereby M.D. Bell will provide an appraisal of the single family residential property located at 5215 Pine Road in the City of Orange Beach, and

**WHEREAS**, after having reviewed said Services of Agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama, and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Orange Beach, Alabama, as follows:

**SECTION 1.**

That the Mayor be, and he is hereby authorized to execute the Services of Agreement, now before this council, between the City of Orange Beach and M.D. Bell Company Inc., as an act for and on behalf of the City of Orange Beach subject to final approval by the city attorney.

**SECTION 2.**

This resolution shall become effective immediately upon its adoption.

**ADOPTED** this 5<sup>th</sup> day of September, 2017.

---

City Clerk

## ITEM 1.



### COMMITTEE OF THE WHOLE MEETING AUGUST 15, 2017

---

**Departments:** Community Development

**Description of Topic:**

Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0703-PUD-17, Greenway Apartments at Orange Beach PUD Preliminary PUD Approval. (KA)

**Action Options/Recommendation:**

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

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## ITEM 2.



### COMMITTEE OF THE WHOLE MEETING AUGUST 15, 2017

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**Departments:** Community Development

**Description of Topic:**

Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0703-PUD-17, Greenway Apartments at Orange Beach PUD Preliminary PUD Approval. (KA)

**Action Options/Recommendation:**

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

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**COMMITTEE OF THE WHOLE MEETING  
AUGUST 15, 2017**

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**Departments:** Engineering and Environmental

**Description of Topic:**

Ordinance approving the petition for annexation of the Holmes Property into the City of Orange Beach, Alabama. (KA)

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

Description

- ▣ Ordinance
- ▣ Petition
- ▣ Map
- ▣ Boundary Survey
- ▣ Tax Information
- ▣ Purchase Agreement

**ORDINANCE NO. 2017-xxxx**

**AN ORDINANCE APPROVING THE PETITION FOR ANNEXATION  
OF THE HOLMES PROPERTY INTO  
THE CITY OF ORANGE BEACH, ALABAMA**

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FINDINGS:

1. On July 26, 2017, Broox G. Holmes, being the owner of all the real property hereinafter described, did file with the City Clerk a petition (Exhibit A) requesting that the said tract(s) or parcel(s) of land be annexed into and become a part of the City of Orange Beach, Alabama.
2. Said petition contained the signatures of all the owners of the described property and a map of said property showing its relationship to the corporate limits of the City of Orange Beach.
3. Orange Beach City Council has determined that it is in the public interest that said property be annexed into the City of Orange Beach, and the Council has further determined that all legal requirements for annexing said real property have been met pursuant to §11-42-20 through §11-42-24, *Code of Alabama, 1975*.

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

1. That the City Council of the City of Orange Beach, Alabama, finds and declares as the legislative body of the City that it is the best interests of the citizens of the City and the owner(s) of the affected area to bring the territory described in Section 2 below of this ordinance into the City of Orange Beach, Alabama;
2. That the boundary lines of the City of Orange Beach, Alabama, be hereby altered or rearranged so as to include all of the territory heretofore encompassed by the corporate limits of the City of Orange Beach, Alabama, and in addition thereto the following described territory and map (Exhibit B), to wit:

The West Half of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 23, Township 8 South, Range 4 East, Baldwin County, Alabama, LESS AND EXCEPT any portion which lies within the right of way of a public road.

3. That this Ordinance shall be published as required by law, and a certified copy of the same, together with a certified copy of the petition by the property owner(s), and the map showing the affected area shall be filed with the Probate Judge of Baldwin County, Alabama.
4. That the territory described in this Ordinance shall become a part of the corporate limits of the City of Orange Beach, Alabama, upon publication of this ordinance as set out in Section 3 above.

ADOPTED THIS 15<sup>th</sup> DAY OF AUGUST, 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

**TO THE CITY OF ORANGE BEACH, ALABAMA**

We, the undersigned, constituting all of the owners of all of the hereinafter described real property, do hereby execute and file with the City Clerk this written petition asking and requesting that our property be annexed into the City of Orange Beach, under authority of *Alabama Code* sections 11-42-20 through 11-42-24 (1975).

**Legal Description:**

**The West Half of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 23, Township 8 South, Range 4 East, Baldwin County, Alabama, LESS AND EXCEPT any portion which lies within the right of way of a public road.**

We further certify that said property is contiguous to the City of Orange Beach and that none of the property lies within the corporate limits of another municipality. A map of said property is hereto attached.

We do hereby request that the City Council and the City Clerk give such notice, hold such hearings and adopt such ordinances and do all such things or acts as is required by law so that the corporate limits of the City of Orange Beach shall be rearranged so as to include such territory. *\* Contingent upon PUD approval.*

IN WITNESS WHEREOF, we have hereunto subscribed our names this the 26<sup>th</sup> day of July, 2017

*Brook G. Holmes*

Property Owner Signature

BROOK G. HOLMES

Property Owner Printed Name

Mailing Address:

P.O. Box 290  
MOBILE, AL  
36601

Email: bgh308@aol.com

Telephone: 251-405-1308



COMMERCE PARK DR

21801

**BALDWIN EMC**

UNIVERSITY LN

ROSCOE RD

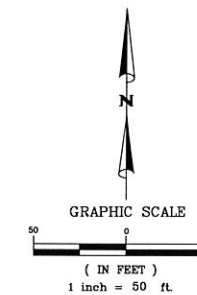
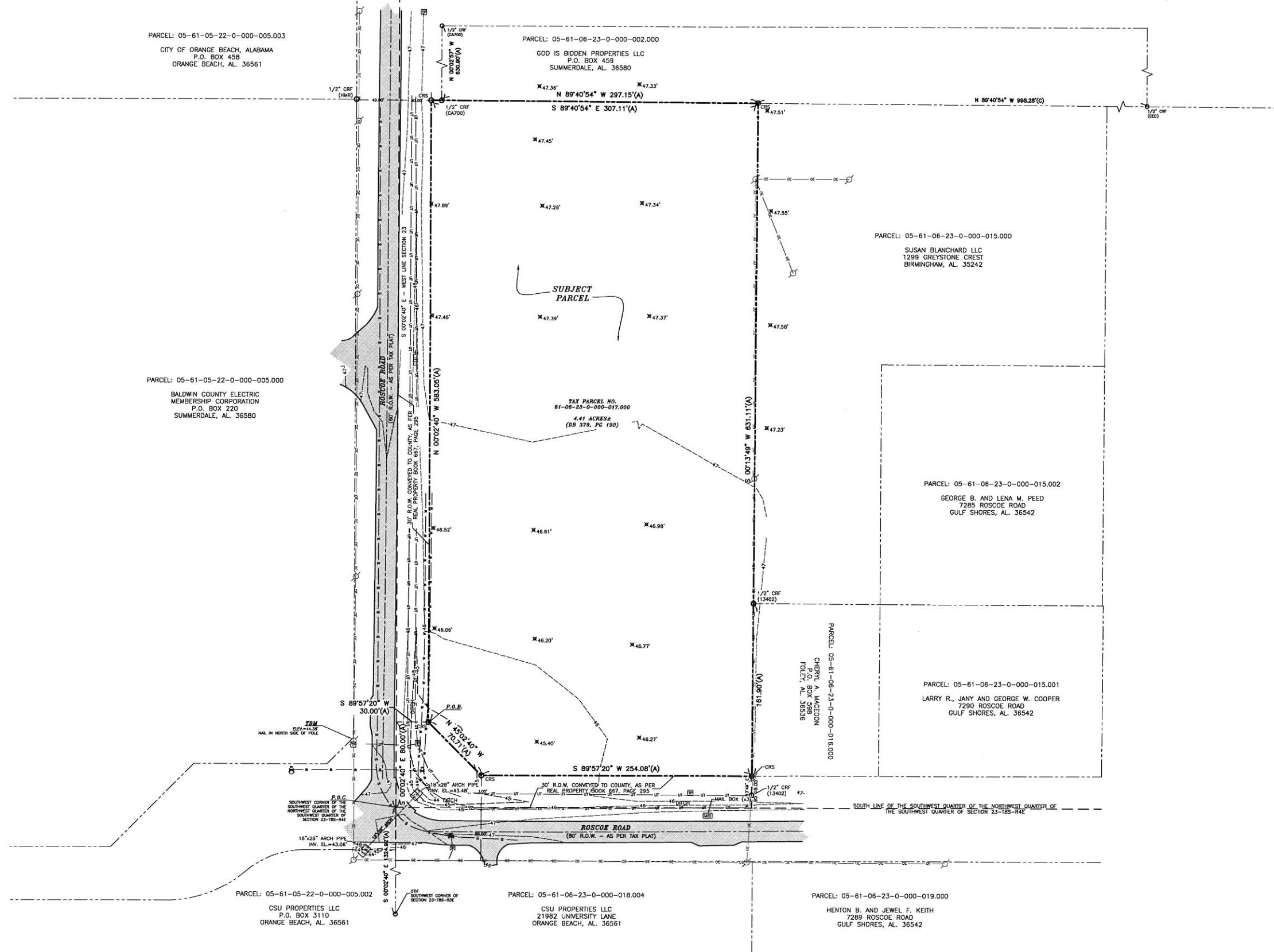
**SUBJECT  
SITE**

21982

**COLUMBIA  
SOUTHERN  
UNIVERSITY**



This map was prepared by the Orange Beach Planning Department. It is not intended to be used for any purpose other than general information. The map is not a legal document and should not be used for any legal purpose. The map is not a guarantee of accuracy and should not be used for any purpose other than general information. The map is not a guarantee of accuracy and should not be used for any purpose other than general information.



NO.	REVISION	DATE	ENGR.



**HUTCHINSON, MOORE & RAUCH, LLC**  
 2039 MAIN STREET  
 DAPHNE, ALABAMA 36526  
 ENGINEERS • SURVEYORS  
 LAND PLANNERS  
 TEL (251) 626-2626  
 FAX (251) 626-6934  
 daphne@hmrengineers.com



4496-EXISTING S1301-4496-10.01	EXISTING CONDITIONS & ADJACENT PROPERTY OWNERS MAP GREENWAY STUDIOS – PRELIMINARY PUD				
	LARRY SNYDER AND COMPANY				
	SCALE 1"=50'	DATE JUNE, 2017	DRAWN BY C.S.C.	CHECKED BY	SHEET 2 OF 10



# Baldwin County Revenue Commissioner

## Property Appraisal Link

BALDWIN COUNTY, AL

Current Date 6/ 2/2017

Tax Year 2017

Valuation Date October 1, 2016

### OWNER INFORMATION

**PARCEL** 61-06-23-0-000-017.000 **PPIN** 065809 **TAX DIST** 02  
**NAME** HOLMES, BROOX G ETAL HOLMES, WM C JR; JS  
**ADDRESS** P O BOX 290  
 MOBILE AL 36601  
**DEED TYPE** RP **BOOK** 0379 **PAGE** 0001905  
**PREVIOUS OWNER** HOLMES, BROOX G, WM C JR & J S  
**LAST DEED DATE** 2/ 7/1990

### DESCRIPTION

580' X 310' IRR FM NW COR OF SW1/4 OF NW1/4 OF SW1/4 SEC 23  
 RUN E 30' TO POB TH S 580', TH SE 70.7', TH E 275'(X), TH N  
 620'(S), TH W 310'(S) TO POB LYING IN NW1/4 OF SW1/4 SEC 23-  
 T8S-R4E

### PROPERTY INFORMATION

**PROPERTY ADDRESS** ROSCOE RD  
**NEIGHBORHOOD** FOLEYSO  
**PROPERTY CLASS** **SUB CLASS**  
**LOT BLOCK**  
**SECTION/TOWNSHIP/RANGE** 00-00 -00  
**LOT DIMENSION** **ZONING**

### PROPERTY VALUES

**LAND:** 70200 **CLASS 1:** **TOTAL ACRES:** 4.50  
**BUILDING:** **CLASS 2:** **TIMBER ACRES:**  
 ===== **CLASS 3:** 70200  
**TOTAL PARCEL VALUE:** 70200  
**ESTIMATED TAX:** \$6.72  
**TOTAL USE VALUE:** 2394

### DETAIL INFORMATION

CODE	TYPE	REF	METHOD	DESCRIPTION	LAND USE	TC	Hs	Pn	MARKET USE VALUE	VALUE
M	<u>LAND</u>	1	ST AC9	4.50 acres	8100-AGRICULTURAL	3	N	N	70200	
U	<u>USE</u>	2	ST AC9	4.50 acres	8110-CROP (GOOD A1)	3	N	N		2394

[View Tax Record](#)

Back

STATE OF ALABAMA:

COUNTY OF BALDWIN:

**AGREEMENT OF SALE**

THIS AGREEMENT is made and entered into this 22nd day of November, 2016, by and between **Broox G. Holmes, James S. Holmes and W. C. Holmes, Jr.** (together, the "Seller"), and **Larry Snyder**, or his assigns (the "Buyer").

For good and valuable considerations delivered by each party to the other, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties hereto agree as follows:

**ARTICLE I  
AGREEMENT TO PURCHASE**

1.1 Agreement for Purchase of the Property. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, for the total price of \$150,000.00 (the "Purchase Price"), to be paid as set forth in Section 1.2 hereof, and on the terms and conditions hereinafter set forth, that certain real property situated in Baldwin County, being Tax Parcel No. 05-61-06-23-0-000-017.000 (the "Property").

1.2 Purchase Price. Buyer shall pay to Seller the Purchase Price as follows: An earnest money deposit of \$1,000.00 (the "Deposit") shall be deposited by Buyer with Clear Title, I.L.C., 229 East 20<sup>th</sup> Avenue, Suite 4, Gulf Shores, AL 36542, as the title insurance agent and closing agent (the "Title Company") within two business days after the last one of Buyer and Seller have executed this Agreement (the "Effective Date"), which is to be applied to the Purchase Price payable at Closing, forfeited, or refunded to Buyer as hereinafter provided. The remainder of the Purchase Price shall be paid in cash or certified funds at the Closing.

**ARTICLE II  
CLOSING DATE AND POSSESSION**

2.1 Closing. The Purchase contemplated herein shall be consummated at a closing (the "Closing") to take place at the offices of Title Company within thirty (30) days following the completion of the matters referenced set forth in Section 2.3 below (the "Closing Date").

2.2 Possession at Closing. Possession of the Property will be tendered to Buyer by Seller at Closing.

2.3 Conditions to Buyer; Obligation to Close. Buyer's obligation to close shall be conditioned upon Buyer being satisfied in his sole discretion with all matters referenced in Article III hereof. If the sale of the property does not close within on or before the Closing Date because the conditions in the preceding sentence have not been satisfied, then Buyer may at his election either (a) terminate this Agreement and the Title Company promptly return the Deposit to Buyer and this

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Agreement shall be null and void and neither party shall have any further rights or obligations hereunder, or (b) decide to waive any objections and close the purchase.

### ARTICLE III TITLE, INSPECTION, SURVEY, PLANNING & ZONING

3.1 Title Insurance. Buyer shall cause to be issued a commitment for title insurance for the Property from the Title Company, together with copies of all exception documents contained therein (collectively, the "Commitment"). Buyer shall, within twenty (20) business days of receipt of such Commitment, give written notice to Seller of any specific matters affecting title which in Buyer's sole discretion render title to the Property unacceptable to Buyer. The failure of Buyer to deliver any written notice of disapproval within the aforesaid period shall be deemed to constitute Buyer's approval of the condition of title of the Property as shown on such Commitment; provided, however, Seller agrees to furnish such affidavits, instruments and other writings as may be required by the Title Company to remove the so called "pre-printed" exceptions, and any other exception required by Buyer or Title Company, from the policy to be issued. The matters affecting title of the Property which have not been objected to in writing by Buyer as provided above and are therefore acceptable to it are hereinafter referred to as "Permitted Exceptions." This Agreement and the Closing hereunder are conditioned and contingent on Seller delivering good and marketable title and such as will be insured by the Title Company subject only to Permitted Exceptions. Seller shall provide such assistance as may be necessary to cause the issuance of the Commitment.

3.2 Survey. Seller shall provide all existing surveys, if any, of the Property ("Survey") in the Seller's possession or control, and Buyer may in its discretion order at Buyer's expense an updated or current Survey.

3.3 Inspection. Buyer shall have sixty (60) business days from the Effective Date (the "Inspection Period") in which to have the Property inspected by such qualified experts as Buyer deems necessary to determine the condition of the Property (the "Inspection"). If Buyer is not satisfied in its sole discretion to the condition of the Property, Buyer may at its option terminate this Agreement and obtain a refund of the Deposit and neither party shall have any further rights or obligations hereunder. If Buyer fails to object to any condition of the Property within five (5) business days after the expiration of the Inspection Period, the physical condition of the Property shall be deemed to be acceptable to Buyer, provided the condition of the Property remains the same through Closing.

3.4 Annexation, Zoning, Permits Etc. Buyer shall have the period of one hundred fifty (150) business days following the Effective Date to determine whether to annex the Property into the City of Orange Beach or keep the property in the jurisdiction of Baldwin County, and to obtain all annexation and zoning matters, and permitting matters, from all applicable authorities for the development of the Property as contemplated by Buyer. Seller agrees that Buyer may apply in the name of Seller or the name of Buyer to the appropriate governmental authorities having jurisdiction thereof to secure such zoning approvals, site plan approvals, issuance of building permits, curb cut approvals, and various other approvals and permits, necessary or desirable for the development of the Property. Seller agrees to execute all necessary documents (including without limitation a memorandum in form acceptable to Buyer certifying the existence of this Agreement and that Buyer has the right to apply for such matters in the name of Seller as set forth above) and take all actions as shall be necessary, and otherwise cooperate with Buyer in connection with such applications.

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3.5 Seller to Cooperate. Seller agrees to cooperate with Buyer in Buyer's efforts to obtain all matters referenced in this Article III, and agrees to do all things reasonably necessary, including, without limitation, timely reviewing submittals and executing all applications or other documents required, and attending and participating in all meetings and conferences as required.

#### ARTICLE IV ITEMS TO BE DELIVERED BY SELLER AT CLOSING

At Closing, the following documents or items shall be executed, if applicable, and delivered by the Seller to Buyer:

4.1 Deed. A general warranty deed (the "Deed"), executed by Seller, in recordable form acceptable to Buyer, conveying fee simple title to the Property to Buyer free and clear of all claims, liens and encumbrances except the Permitted Exceptions.

4.2 Title Insurance. An owner's policy of title insurance issued through the Title Company in the amount of the Purchase Price insuring in Buyer good and marketable fee title, subject only to the Permitted Exceptions with all of the so-called "pre-printed" exceptions removed.

4.3 Affidavit. An "Owner's Affidavit" executed by Seller in the form required by the Title Company for the purpose of deleting exceptions for labor performed, material supplied or services provided for or to the Property prior to Closing and such other matters as may be requested in the Title Company's Owner's Affidavit.

4.4 Closing Statement. A closing statement prepared by the Title Company.

#### ARTICLE V ITEMS TO BE DELIVERED BY BUYER AT CLOSING

At Closing, the following documents shall be executed, if applicable, and delivered by Buyer:

5.1 Purchase Price. Buyer shall deliver the Purchase Price to the Title Company.

5.2 Closing Statement. An executed closing statement as prepared by the Title Company.

5.3 Other Documents. Any other items or documents reasonably required by the Title Company as a prerequisite for the issuance of the title insurance policy referred to in Section 6.2.

#### ARTICLE VI PRORATIONS AND ADJUSTMENTS

The following shall be prorated and adjusted between Seller and Buyer as of the Closing Date, except as otherwise specified:

**ARTICLE IX  
MISCELLANEOUS**

9.1 Benefits and Obligations to Successors and Assigns. The terms, conditions and covenants of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs and permitted assigns.

9.2 Time is of the Essence. All times wherever set forth in this Agreement are of the essence.

9.3 Delivery of Notices. Notices to be delivered hereunder to either party shall be either (i) personally delivered (including courier service) to the addresses set forth hereinbelow, in which case they shall be deemed delivered on the date of delivery to said offices, or (ii) sent postage prepaid by certified mail, return receipt requested, to the addresses set forth hereinbelow, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or delayed by the addressee in which event they shall be deemed delivered on the date of deposit in the U. S. Mail, or (iii) by fax, email or other electronic means in writing:

To the Seller:           Broox G. Holmes  
                              W.C. Holmes, Jr.  
                              63 South Royal Street  
                              13th Floor Riverview Plaza  
                              Mobile, AL 36602  
                              251-432-6843 (fax)  
                              bgh@ajlaw.com (email)

To the Buyer:           Larry Snyder  
                              4820 N. Towne Centre Drive  
                              Ozark, MO 65721  
                              417-447-3040 (fax)  
                              ls@lscinc.com (email)

With Copy to:           Gregory L. Leatherbury, Jr.  
                              Hand Arendall LLC  
                              71 North Section Street, Suite B  
                              Fairhope, AL 36532  
                              (251) 544-1683 (fax)  
                              gleatherbury@handarendall.com (email)

9.4 Extension. Buyer shall be entitled to extend the time frame for the matters referenced in Article III for an additional ninety (90) business days by payment of an additional \$1,500.00 Deposit to the Title Company on or before the expiration of the time period set forth in Section 3.4.

9.5 Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous oral agreements, understandings, representations and statements, and all prior written agreements, understandings, representations and statements are merged into this Agreement. Neither this

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6.1 Real and Personal Property Taxes. Ad valorem real and personal property taxes, assessments and all other public or governmental charges against the Property which are or may be payable on an annual basis (including charges, assessments, liens or encumbrances for sewer, water, drainage, paving or other public improvements completed or commenced on or prior to the date of Closing) shall be adjusted and apportioned as of the date of Closing.

6.2 Miscellaneous. All other charges and fees customarily prorated and adjusted in similar transactions, if any, shall be prorated at Closing and thereafter assumed by Buyer. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable, the parties shall prorate on the best available information, subject to adjustment upon receipt of the final bill or statement.

## ARTICLE VII CLOSING EXPENSES

7.1 Seller Expenses. Seller shall pay the following closing costs: (i) the cost and charges for the Commitment and the Owner's policy of Title Insurance to be delivered to Buyer pursuant to Paragraph 4.2 hereinabove, (ii) the cost of preparation of the Deed, (iii) one-half of the closing fees charged by the Title Company.

7.2 Buyer Expenses. Buyer shall pay the following closing costs: (i) one-half of the closing fees charged by the Title Company, (ii) any new Survey if ordered by Buyer, and (iii) the cost of all recording charges and realty transfer taxes incurred in connection with the transfer of the Property.

7.2 Other Costs. All the expenses incurred by Seller or Buyer with respect to the consummation of the transaction contemplated by this Agreement including, but not limited to, attorneys' fees of Buyer and Seller, are to be borne and paid exclusively by the party incurring same, without reimbursement except to the extent otherwise specifically provided in this Agreement.

## ARTICLE VIII DEFAULT

8.1 Effects of Default. In the event either party is in default of this Agreement at Closing and the sale and purchase is not consummated by reason thereof: (i) in the event Seller is in default, Buyer may at its election (a) be entitled to compel the Seller in equity to specifically perform this Agreement; or (b) may compel Seller and Title Company to return the Deposit and may then declare this Agreement null and void and of no further force and effect, or (ii) in the event Buyer is in default, Seller shall be entitled to the Deposit from Title Company as his sole remedy and this Agreement shall terminate, be null and void and of no further force or effect.

Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except in writing by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such writing.

9.6 Real Estate Agents. Each of Seller and Buyer represent to the other that he has not engaged the services of any real estate agent, and hence there shall be no real estate commission payable at the Closing.

9.7 Business Day. A "business day" shall mean every day other than Saturday, Sunday, or recognized holiday whether Federal, State or local.

9.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, where it is deemed to have been delivered and accepted

9.9 Electronic Execution Effective. For purposes of negotiating, executing and amending this Agreement, any signed document transmitted by facsimile machine or scanned email shall be treated in all manner and respects as an original document. The signature of any party thereon shall be considered for those purposes as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document. At the request of either party, a facsimile or scanned email document shall be re-executed by all parties in original form. No party may raise the use of a facsimile machine or scanned email, or the fact that any signature was transmitted through the use of a facsimile machine or scanned email as a defense to the enforcement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Sale as of the date first above written.

WITNESS:

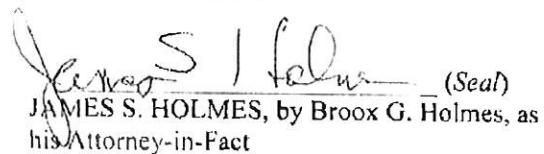
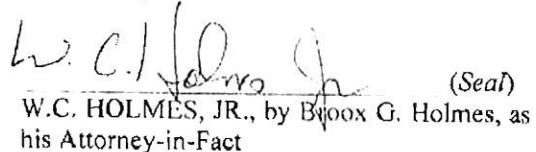


\_\_\_\_\_

WITNESS:



SELLER:

  
BROOK G. HOLMES  
JAMES S. HOLMES, by Brook G. Holmes, as  
his Attorney-in-Fact  
W.C. HOLMES, JR., by Brook G. Holmes, as  
his Attorney-in-Fact

BUYER:

  
LARRY SNYDER



**COMMITTEE OF THE WHOLE MEETING  
AUGUST 15, 2017**

---

**Departments:** Community Development

**Description of Topic:**

Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0802-PUD-17, GSPS Orange Beach Sales & Service PUD.  
(Suggested date 9/19/2017) (KA)

**Action Options/Recommendation:**

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

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