



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Regular Council Meeting 09/16/2025
2. Committee of the Whole 09/16/2025

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

1. Set a meeting of the Solid Waste Authority. (Suggested date 10/21/2025 at 4:50 P.M.) (RE)

Resolutions

1. Resolution authorizing execution of an agreement regarding the Baldwin County Interoperability Communications System for Police and Fire Protection Services. (RE)
2. Resolution authorizing execution of an amendment to the grant award agreement with the National Audubon Society for the Stewardship of Coastal Alabama Beach Nesting Bird Habitat. (NW)
3. Resolution authorizing the purchase of Office Furniture for the Police Department through NCPA from Watson Furniture Group, Inc., in the amount of \$32,351.74. (TJ)
4. Resolution authorizing execution of an agreement to grant an underground electric line easement to Baldwin County Electric Membership Corporation. (JL)

5. Resolution authorizing the City to pay legal fees from Carr, Allison, Oliver & Sisson, P.C., and Galloway, Wettermark & Rutens, LLP. (JL)
6. Resolution authorizing execution of a performance agreement with the Garner C. Tampary Memorial Foundation, Inc., for the "3rd Annual Merry Memories Tinsel Trail" event. (MA)

Public Hearings

Ordinances

1. Ordinance amending Chapter 50, Article XIII of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Recreational Vehicle Rentals". (JL)
2. Ordinance amending Chapter 70, Article VIII of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Golf Carts". (JL)

V. Public Comments

VI. Adjourn

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
SEPTEMBER 16, 2025 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 5:01 P.M.
- II. INVOCATION** Pastor Jared Jones, Central Church Orange Beach
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

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

Absent: Councilmember Jerry Johnson

V. CONSIDERATION OF AGENDA

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

Regular Council Meeting 08/19/2025
Committee of the Whole 08/19/2025

The reading was waived and minutes were approved as written.

VI. REPORTS OF OFFICERS/COMMITTEES

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

VII. 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; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (5-0).**

Motion made (Mitchell/Blalock) to certify that cash requirements with related interests in Swift Supply are within budget and appropriate for payment. Vote revealed: Silvers, abstain; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (4-0-1).**

VIII. PRESENTATIONS

1. Proclamation declaring September 17-23, 2025, as Constitution Week. Mayor Kennon presented the proclamation.

IX. RECOGNITIONS

X. UNFINISHED BUSINESS

Resolutions

1. Resolution awarding the bid for construction of a Fire Training Center to Roy Lewis Construction Corporation in an amount not to exceed \$1,941,800 and per unit pricing. **Motion made (Blalock/Silvers) to adopt the resolution.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (5-0).**
2. Resolution accepting a proposal for Civic Center Design Services from Seay, Seay & Litchfield, P.C. **Motion made (Silvers/Blalock) to adopt the resolution.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (5-0).**

XI. NEW BUSINESS

Miscellaneous

1. Approval of a Restaurant Retail Liquor License Application by THE BELI LLC for The Beli at 4725 Main Street, Suite F 123. **Motion made (Mitchell/Boyd) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**

Resolutions

1. Resolution approving the appointment of Farra & Wang PLLC and Berger Montague PC as special counsel to represent the City of Orange Beach in the prosecution of legal claims against producers of shale oil and their co-conspirators. **Motion made (Blalock/Mitchell) to adopt the resolution.** Discussion followed. Council agreed that more research is needed. The City Attorney stated that she would look into it further. **Motion made (Blalock/Silvers) to postpone consideration indefinitely.** Vote unanimous in favor. **Motion passed.**
2. Resolution authorizing the purchase of furniture for the Parks and Recreation Office through Sourcewell from Staples Contract & Commercial LLC in the amount of \$47,978.60. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution authorizing execution of a law enforcement data access agreement with Biometrica Systems, Inc., for the Police Department. **Motion made (Silvers/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution authorizing execution of a maintenance agreement with IPS Power Systems, Inc., for citywide generator maintenance. **Motion made (Blalock/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

Public Hearings

1. Public hearing for an appeal by Shore Thing Golf Carts LLC of a business license denial.

Ford Handley, City Administrator/Finance Director, explained that Council has denied the business license based on the stipulations stated in the Golf Cart Ordinance, and that the

applicant has requested to appeal the denial in accordance with the procedures laid out in the City Code.

Randall Rickard, applicant, explained that this application is for a home-based business where no customers will come to the house. He stated that his main grievance is that he made the financial investment of purchasing two golf carts based on the perception that his business license had been approved due to some miscommunication with city staff. Mayor and Council were sympathetic regarding the misunderstanding and stated that the city would work on cleaning up the business license review procedure. Mayor and Council also explained the reasoning behind the business license denial.

There being no additional comments, the public hearing adjourned.

The City Clerk explained that the appeals process laid out in the City Code requires the Council to formally vote on granting or denying the business license.

Motion made (Blalock/Mitchell) to grant the business license for Shore Thing Golf Carts LLC. Vote unanimous against the motion. **Motion failed.** The business license remains denied.

Ordinances

1. First Reading – Ordinance amending Chapter 30, Article X, "Islands of Perdido" of the Code of Ordinances for the City of Orange Beach, Alabama, to modify references to "Walker Island" to align with updated geographical information. **Motion made (Blalock/Silvers) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (5-0).** **Motion made (Blalock/Mitchell) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (5-0).**

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:28 P.M.

APPROVED this the 21st day of October, 2025.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
SEPTEMBER 16, 2025 – 5:28 P.M.
CITY HALL – COUNCIL CHAMBERS**

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

The following members were present:

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

The following members were absent:

Councilmember Jerry Johnson

The following items were discussed:

1. Discuss Christmas lighting quotes. Council gave their approval to move forward with the quotes from Joy to the World and 1000Bulbs.com as presented.
2. Discuss sponsorship request for the Ice Skating Rink at the Wharf. Jim Bibby spoke on behalf of the Wharf. Council gave their approval to move forward with a \$5,000 sponsorship.
3. Resolution authorizing submittal of a FY2026 Land and Water Conservation Fund Grant Application.
4. Resolution appointing Michael A. Dasinger as Municipal Court Judge for the City of Orange Beach.
5. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0907-PUDA-25, The Wharf PUD Minor Modification, The Wharf Ice Rink and Temporary Sales Area. Public hearing set for October 7, 2025.

There being no further business, the meeting adjourned.

Time: 5:34 P.M.

APPROVED this 21st day of October, 2025.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 7, 2025**

Departments: City Clerk

Description of Topic: Set a meeting of the Solid Waste Authority. (Suggested date 10/21/2025 at 4:50 P.M.) (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 7, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of an agreement regarding the Baldwin County Interoperability Communications System for Police and Fire Protection Services. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 10-21-25 25-xxx Authorize Baldwin County Interoperability Communications System Agreement Fire Police
2. 2025.09.22 Baldwin County Interoperability Communications System Agreement Police Fire

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT WITH THE BALDWIN COUNTY COMMISSION FOR THE
BALDWIN COUNTY INTEROPERABILITY COMMUNICATIONS SYSTEM
FOR POLICE AND FIRE PROTECTION SERVICES**

FINDINGS:

1. On October 18, 2022, Orange Beach City Council adopted Resolution 22-213 authorizing the execution of a Baldwin County Interoperability Communications System Agreement for Police and Fire Protection Services.
2. The agreement expires on December 5, 2025.
3. The City of Orange Beach and the Baldwin County Commission would like to renew the agreement.
4. After having reviewed said agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

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

ADOPTED THIS 21st DAY OF OCTOBER, 2025.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on October 21, 2025.

City Clerk

**AGREEMENT REGARDING
BALDWIN COUNTY INTEROPERABILITY COMMUNICATIONS SYSTEM
FOR THE CITY OF ORANGE BEACH, ALABAMA, POLICE AND FIRE
PROTECTION SERVICES**

This Agreement Regarding Baldwin County Interoperability Communications System for the City of Orange Beach, Alabama, Police and Fire Protection Services (“Agreement”) is entered into as of the date of execution of this Agreement by the Chairman of the Baldwin County Commission by and between Baldwin County, Alabama, by and through the Baldwin County Commission, a political subdivision of the State of Alabama (the “Baldwin County Commission”), and the City of Orange Beach, Alabama, an Alabama municipal corporation (the “City”), as and subject to the terms and conditions set forth below.

WITNESSETH:

Section 1. Purpose:

This Agreement establishes the permission, guidelines and requirements for the use of the Baldwin County Interoperability P25 700/800 MHz (sometimes referred to as the “System”) by the City.

Section 2. Authority:

Participation in this Agreement and permission to use the System requires the approval and authorization of the Baldwin County Commission and shall be managed by the Baldwin County Communications and Information Systems Department (“CIS”).

Section 3. Applicability:

This Agreement authorizes the use of Baldwin County Interoperability channels and radio frequencies by the City as approved and authorized by the Baldwin County Commission, in its discretion, based on recommendations by CIS. The Baldwin County Commission reserves the right to add or remove approved and authorized agencies, entities, or individuals.

Section 4. Understanding:

A. The Baldwin County Commission by and through the Baldwin County Communication and Information Systems Department (“CIS”) shall do the following:

1. Manage and maintain proper licenses for the use of the interoperability frequencies.

2. Manage and maintain an accurate database of federal, state, county and local government entities or agencies that have been approved and authorized to use the System.
3. Issue any talk groups, channels or subscriber IDs that will be used on the System.
4. The Baldwin County Commission shall have the authority to monitor proper usage of the Interoperability talk groups and channels, although the Baldwin County Commission and its departments, committees or employees shall not be liable for any content or misuse of the System.
5. Maintain the System's operations, functionality and upgrades, as deemed necessary for optimal performance of the System.

B. City shall do the following:

1. Participate in Baldwin County communications planning for countywide communications interoperability as may be required by the Baldwin County Commission, by and through CIS.
2. Manage the proper usage of interoperability frequencies, talk groups and channels by its employees, ensuring compliance with any Federal, State, County or Local laws, ordinances and rules.
3. Utilize the interoperability frequencies, talk groups and channels hereby authorized for their intended purpose of coordination between emergency first responders.
4. Use the interoperability frequencies, talk groups and channels for on-scene incident communications, as established by the on-scene Incident Commander and governed by any Federal, State, County or Local laws, ordinances or rules.
5. Implement radio communications procedures consistent with National Incident Management Systems (NIMS) and Incident Command Systems (ICS).
6. Ensure that agency mobile, portable and base radios intended for use by the agency for interoperability communications on the 700/800 MHz radio system are properly configured for the proper interoperability frequencies, talk groups and channels, as outlined by the Baldwin County Commission by and through CIS, and ensure that such radios are properly maintained and upgraded.

Section 5. Procedures:

The Baldwin County Commission reserves the right to adopt, change or amend any policies, procedures or rules related to the use of the System, and/or any provision of this Agreement, as deemed necessary, in its discretion, with or without the consent or approval of the City or and other entities or agencies. Such change or amendment shall become effective immediately upon

its adoption and approval by the Baldwin County Commission. Such change or amendment shall be provided to the City in writing. In the event the City disagrees or objects to such change or amendment, the City shall have the right to terminate this Agreement in accordance with Section 7.

Section 6. Compensation:

The City shall pay to the Baldwin County Commission the sum of \$10.00 per month for each radio or communication device activated on the System. The CIS Department will verify on a monthly basis the number of radio or communication devices activated on the System for City. Payments shall be made on or before the February 1 of each year for all sums accrued each month through and including the date of payment. At the termination or expiration of this Agreement, all outstanding amounts owed shall be paid to the Baldwin County Commission within ninety (90) days of such expiration or termination. City shall be responsible for all costs of operation for each radio or communication device activated and/or used on the System, including, but not limited to, acquisition costs and costs associated with activation or deactivation of individual radios or communication devices.

Section 7. Term and Termination:

This Agreement shall be for a term of three years, unless otherwise terminated by the parties as set forth herein. Any party may cancel or terminate this Agreement by giving ninety (90) days written notice of such termination to the other party. In the event of such termination, the City shall pay the fees incurred through the date of termination, and the City shall bear the cost of separating from the System.

Section 8. Disclaimer of Warranties:

The Baldwin County Commission in no way warrants or guarantees, and expressly disclaims any warranties or guarantees for or related to, the services and/or equipment installed and/or serviced under this Agreement. Reasons that may affect, interrupt, cause failure or otherwise limit the use of such services and/or equipment include, but are not limited to, the following: a power outage, a fiber optic line cable being cut, equipment not configured properly, and/or any event above and beyond the Baldwin County Commission's reasonable control, including, without limitation, any government actions, fire, work stoppages, civil disturbances, interruptions of power or communications to Baldwin County or any facilities used by or for Baldwin County, failure of internet, hosting, telecommunications, or other services to Baldwin County or facilities used by or for Baldwin County, natural disasters, acts of God, or acts of terrorism or war, or the lines not being compatible with the software and/or equipment used by the City.

THE BALDWIN COUNTY COMMISSION MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE

OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICES AND/OR EQUIPMENT WILL MEET THE REQUIREMENTS OF THE CITY.

Without limiting the foregoing, the Baldwin County Commission does not warrant that the services and/or equipment will be without failure, delay, interruption, error, degradation of voice quality or loss of content, data or information. Neither Baldwin County nor its Commissioners, officers, directors, employees, representatives, affiliates, or agents will be liable for unauthorized access to Baldwin County's or the City's transmission facilities or premises equipment or for unauthorized access to, alteration, theft or destruction of, data files, programs, procedures or information through accident, fraudulent means, or equipment or any other method, regardless of whether such damage occurs as a result of the Baldwin County's or its agent's or vendor's negligence. Statements and descriptions concerning the services and/or equipment are informational and are not given as a warranty of any kind.

The Baldwin County Commission does not warrant or guarantee that the information sent, relayed, carried or delivered through any third parties' networks/services will reach its destination or its correct address or recipient, or that the details of the recipient or sender are correct or accurate. Baldwin County shall not be liable for, and shall be excused from, any failure to deliver or perform, or for any delay in delivery or performance of services due to causes beyond its reasonable control.

Section 9. Hold Harmless:

A. Indemnity and Hold Harmless. To the fullest extent allowed by law, City shall indemnify, defend and hold Baldwin County, its Commissioners, officers, directors, agents, employees and County Representatives (collectively referred to in Section 9 as "Baldwin County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon Baldwin County or any County Representative, as a result of any entry upon or activity conducted by, or any act or omission of, City or any City representative, employee, agent, or subcontractor arising out of or related to this Agreement, including, but not limited to, the construction, maintenance, upgrade, repair or removal of any information or equipment from the property and/or facilities. Baldwin County does not and shall not waive any rights against the City which it may have by reason of this indemnification and hold harmless agreement. This indemnification and hold harmless agreement by the City shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages.

B. Further Liability. In no event or way will Baldwin County, its Commissioners, officers, directors, or County Representatives be liable for any direct, incidental, indirect, special, punitive, exemplary or consequential damages, or for any other damages, including, but not limited to, personal injury, wrongful death, property damage, loss of data, loss of revenue or profits, or damages arising out of or in connection with the use or inability to use the services and/or the

equipment installed and/or serviced under this Agreement. The limitations set forth herein apply to claims founded in all areas, including, but not limited, to breach of contract, breach of warranty, and product liability, and apply whether or not Baldwin County was informed of the likelihood of any particular type of damages.

Section 10. Legal Compliance:

The City shall at all times comply with all applicable federal, state, county, local laws and regulations. The City agrees to use the services and/or equipment installed and/or serviced under this Agreement only for lawful purposes. The City will be responsible for any and all liability that may arise out of content transmitted by the City to any person, whether authorized or unauthorized, using the services and/or equipment.

Section 11. Core Owners:

Baldwin County Commission owns and operates, at its discretion, Zone 2 of the Alabama Inter-zone Radio System (AIRS). Baldwin County will provide best effort to accommodate the needs of other Core Owners and agencies across the State, but the Commission's first priority will be to its local agencies.

Section 12. Phoenix West:

The City agrees to maintain and pay the lease at Phoenix West which houses the communications equipment leased to the Baldwin County Commission. The City will maintain and pay all electrical bills and maintain and service the HVAC system associated with the Phoenix West lease. The County will in turn provide an annual credit of \$7,500 towards the City of Orange Beach Fire Department's invoice for radio usage fees associated with the Baldwin County Interoperability Communications System and provide a reliable backup power system for the Communications equipment housed at Phoenix West.

Section 13. Miscellaneous:

A. This Agreement shall not be construed more strictly against one party than against the others merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Baldwin County Commission and the City have contributed substantially and materially to the preparation of this Agreement.

B. This Agreement embodies the entire agreement and understanding of the parties, and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

C. This Agreement may not be modified in any manner other than by an agreement as specified herein.

D. This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement

may be delivered by facsimile transmission.

E. This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.

F. If any part, section, or subdivision of this Agreement shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Agreement, which shall continue in full force and effect notwithstanding such holding.

G. The headings or captions in this Agreement are for convenience only and shall not limit or otherwise affect the meaning hereof.

H. City's indemnity and hold harmless obligations under this Agreement shall survive expiration or termination of this Agreement.

BALDWIN COUNTY COMMISSION:

By:

Its: Chairman

Attest: _____

By: R.Rendleman

As: County Administrator

City of Orange Beach:

By: _____

Its: _____

Attest: _____

By: _____

Its: _____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, as Chairman of the Baldwin County Commission, and Roger Rendleman, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

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

Notary Public, Baldwin County, Alabama
My Commission expires: _____

STATE OF ALABAMA

COUNTY OF _____

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, as Mayor of the City of Orange Beach, Alabama, an Alabama municipal corporation, and _____, as City Administrator of the City of Orange Beach, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Mayor and City Administrator of the City of Orange Beach and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said City of Orange Beach.

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

Notary Public, _____ County, Alabama
My Commission expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 7, 2025**

Departments: Coastal Resources

Description of Topic: Resolution authorizing execution of an amendment to the grant award agreement with the National Audubon Society for the Stewardship of Coastal Alabama Beach Nesting Bird Habitat. (NW)

Background/Description: The purpose of this amendment is to extend funding through the National Audubon Society to support the Conservation Code Enforcement position within Coastal Resources, which is responsible for bird monitoring and stewardship activities.

Action Options/Recommendation:

Source of Funding (if applicable): Funding will cover a portion of salary and yearly supplies. A separate Audubon grant covers the remaining salary and supplies.

ATTACHMENTS:

1. 10-21-25 25-xxx Authorize Grant Award Amendment Audubon Society Nesting Bird Habitat
2. Exhibits
3. Agreement

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AMENDMENT TO THE GRANT AWARD AGREEMENT WITH THE
NATIONAL AUDUBON SOCIETY FOR THE
STEWARDSHIP OF COASTAL ALABAMA BEACH NESTING BIRD HABITAT**

FINDINGS:

1. On December 13, 2023, City Council adopted Resolution No. 23-247 authorizing the execution of a Grant Award Agreement with the National Audubon Society.
2. The purpose of that agreement is for the National Audubon Society to provide funding under the National Oceanographic and Atmospheric Administration's National Centers for Coastal Ocean Science (NCCOS)/RESTORE Science Program to the City of Orange Beach to perform services related to the Efficacy of Stewardship of Coastal Alabama Beach Nesting Bird Habitat.
3. The City and the National Audubon Society wish to amend the Grant Award Agreement to increase the total subcontract from \$12,173 (for Year 1) to \$83,261 (for Years 1 - 3) and to extend the scope of work to into a third year, and change the end date to 09/30/2026.
4. After having reviewed said agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute the Amendment in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the National Audubon Society as an act for and behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 21st DAY OF OCTOBER, 2025.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on October 21, 2025.

City Clerk

Exhibits A & B:
Scope of Work and Budget Narrative Years 1 - 3 (10/1/2023 – 9/30/2026)
City of Orange Beach

*Prepared by [Fallan Batchelor](mailto:fbatchelor@orangebeachal.gov), Nicole Woerner
(fbatchelor@orangebeachal.gov), and Nicole Michel (nicole.michel@audubon.org)*

PERSONNEL

Total \$ 52,200

Name	Project Role	Salary in Year 1	Year 1	Year 2	Year 3	Total
Fallan Batchelor	Co-PI	\$45,000	\$7,200	\$22,500	\$22,500	\$52,200
Total			\$7,200	\$22,500	\$22,500	\$52,200

Justification

The proposed budget includes 16% of annual salary in year 1, 50% annual salary for years 2-4, and 16.4% annual salary for year 5 for Fallan Batchelor, Co-PI and the Coastal Stewardship Coordinator for the City of Orange Beach. for Fallan Batchelor, Co-PI and the Coastal Stewardship Coordinator for the City of Orange Beach. The Coastal Stewardship Coordinator will oversee and advise site selection, implement all stewardship activities in Orange Beach, Alabama. The coordinator is also responsible for public relations to include advertisement and awareness to the general public, and for any type of coordination with private land owners and utility companies. She will also participate in in-person meetings, webinars, and conference calls and contribute to manuscript and report preparation.

FRINGE BENEFITS

Total \$ 15,660

Name	Project Role	Fringe Rate	Year 1	Year 2	Year 3	Total
Fallan Batchelor	Co-PI	30%	\$2,160	\$6,750	\$6,750	\$15,660
Total			\$2,160	\$6,750	\$6,750	\$15,660

Justification

All full-time professional positions have a fringe benefit rate of 30%. Fringe benefits include FICA, 403(b) match, pension, and medical, disability, life, and unemployment insurance.

TRAVEL-DOMESTIC**Total \$0.00**

No travel expenses are requested.

EQUIPMENT**Total \$0.00**

No equipment expenses are required.

SUPPLIES**Total \$ 1,500**

Supplies	Year	Amount
Monitoring and Stewardship	1	\$500
Supplies, Signage, Materials	2	\$500
	3	\$500
Total		\$1,500

Justification

We have included \$500 per year to cover the costs of materials for building new signs, stewardship supplies (e.g., clipboards, pens, paper for flyers), and monitoring supplies (e.g., banding supplies, field notebooks).

CONTRACTUAL**Total \$ 0**

No contractual expenses are requested.

OTHER**Total \$ 1,500**

Design and Printing Fees	Year	Amount
Design and Printing of Signage	1	\$500
and Outreach Materials	2	\$500
	3	\$500
Total		\$1,500

Justification

We have included \$500 per year to cover the costs of design and printing of signage and outreach materials (e.g., flyers).

TOTAL DIRECT COSTS

Total \$ 70,860

Category	Year 1	Year 2	Year 3	Total
Personnel	\$7,200	\$22,500	\$22,500	\$52,200
Fringe	\$2,160	\$6,750	\$6,750	\$15,660
Travel				
Equipment				
Supplies	\$500	\$500	\$500	\$1,500
Contractual				
Other	\$500	\$500	\$500	\$1,500
Total Direct Costs	\$10,360	\$30,250	\$30,250	\$70,860

INDIRECT COSTS (17.5%)

Total \$ 12,401

Category	Year 1	Year 2	Year 3	Total
Total Indirect Cost Base	\$10,360	\$30,250	\$30,250	\$70,860
Indirect (17.5%)	\$1,813	\$5,294	\$5,294	\$12,401
Total Costs	\$12,173	\$35,544	\$35,544	\$83,261

The rate is 17.5% and is computed on the following cost base of **\$ 70,860** which is total direct charges (Personnel, Fringe, Supplies, Other) minus equipment (\$0) and contractual (\$0). **Total \$12,401**

TOTALS-DIRECT and INDIRECT COSTS

Total \$ 83,261

Exhibit C



Department of Commerce
National Oceanic and Atmospheric Administration (NOAA)
NOS National Center for Coastal Ocean Science (NCCOS)

Notice of Award (NoA)
NA23NOS4510307-T1-01

RECIPIENT INFORMATION

1. Recipient Name

NATIONAL AUDUBON SOCIETY, INC
225 VARICK ST FL 7
NEW YORK, NY 10014

2. Congressional District of Recipient

10

3. Employer Identification Number (EIN)

13-1624102

4. UEI

LLGWLB7MFAC1

5. Recipient Point of Contact

Nicole L Michel
Nicole.Michel@audubon.org

6. Authorized Official

Dr. Michel, Nicole L,

FEDERAL AGENCY CONTACT INFORMATION

7. Grant Specialist

Freddie L. Isaac
frederick.l.isaac@noaa.gov

8. Program Officer

FRANK M Parker III
frank.parker@noaa.gov

9. Grant Officer

Jewel Linzey
jewel.linzey@noaa.gov

FEDERAL AWARD INFORMATION

10. Award Number / FAIN

NA23NOS4510307-T1-01 Revision 3 / NA23NOS4510307 / Mod 3

11. Award Type

Cooperative Agreement

12. Period of Performance Start Date & End Date

10/01/2023 – 09/30/2028

13. Budget Period Start Date & End Date

10/01/2023 – 09/30/2028

14. Federal Share of Cost

\$1,174,997

15. Recipient Share of Cost

\$0

16. Total Federal and Recipient Cost

\$1,174,997

17. Opportunity Number

NOAA-NOS-NCCOS-2022-2007377

18. Project Title

Evaluating efficacy of stewardship actions for vulnerable Gulf of Mexico coastal birds through co-production between scientists and resource managers

19. Assistance Listing Number and Name

11.451 Gulf Coast Ecosystem Restoration Science, Observation, Monitoring, and Technology

20. R&D Award?

Yes

21. Construction Award?

No

22. Grants Officer – Signature and Award Date

Freddie L. Isaac – 08/19/2025



Department of Commerce
NOAA
NOS National Center for Coastal Ocean Science (NCCOS)

Notice of Award
NA23NOS4510307-T1-01

NOTICE OF NOAA AWARD COVER LETTER

You are the recipient of NOAA award Number NA23NOS4510307-T1-01.

The Notice of Award (NoA) serves as the official legal document issued to notify the recipient and others that an award has been made. The NoA contains all terms and conditions of the grant award.

The complete NoA can be found and downloaded under eRA Commons using the following instructions: [View Notice of Award | eRA](#)

This NoA was sent to the specified email address entered in the NoA email field by the recipient organization when completing the electronic Research Administration (eRA) Commons registration process. The Signing Official (SO) can update this email address through the Institutional Profile section in eRA Commons. The NoA can also be viewed from the Status Information page in eRA Commons. By accepting the award, the recipient agrees to comply with the award provisions specified on the award document.

As the Signing Official (SO) you are authorized to legally bind the institution in grant-administration matters. In providing your signature approval on the grant application submission you are responsible for monitoring grant related activities and authorizing expenditures under this award.

Additional Information about your award is shown below:

- Assistance Listing Number: 11.451
- Project Period: 10/01/2023 – 09/30/2028
- Program Office: NOS National Center for Coastal Ocean Science (NCCOS)
- Program Officer: FRANK M Parker III
- Program Officer Phone:
- Program Officer Email: frank.parker@noaa.gov
- Total Federal Funding: \$1,174,997
- Total Non-Federal Funding: \$0
- Organization Name: NATIONAL AUDUBON SOCIETY, INC.
- Project Title: Evaluating efficacy of stewardship actions for vulnerable Gulf of Mexico coastal birds through co-production between scientists and resource managers
- Name of Principal Director/Project Investigator (PI/PD) as identified in the negotiated application:
 - o Nicole L Michel

This email was sent from a source that is not monitored for responses. If you need assistance, contact your Program/Project Officer (for programmatic issues) or the [eRA Help Desk](#) (for technical issues).

SECTION I – BUDGET INFORMATION**Approved Budget**

	Year 1 Federal	Year 2 Federal	Year 3 Federal	Year 4 Federal	Year 5 Federal	Total
Total Direct Charges	\$237,485	\$415,041	\$522,541	\$490,674	\$298,801	\$1,964,542
Indirect Charges	\$0	\$0	\$0	\$0	\$0	\$0
Federal	\$237,485	\$415,041	\$522,541	\$490,674	\$298,801	\$1,964,542
Non-Federal	\$0	\$0	\$0	\$0	\$0	\$0

Authorized

	Previous	Change	Cumulative
Federal	\$652,526	\$522,471	\$1,174,997
Non-Federal	\$0	\$0	\$0
Total	\$652,526	\$522,471	\$1,174,997

Authorized Funding Codes

					Previous	Change	Cumulative
140X8KSRF	23P00	141013000 000000000	41001100	FY23 RESTORE ACT	\$237,485	\$0	\$237,485
140Y8KSRF	24P00	141013000 000000000	41001100	FY24 RESTORE ACT	\$415,041	\$0	\$415,041
140Z8KSRF	25P00	141013000 000000000	41001100	FY25 RESTORE ACT	\$0	\$522,471	\$522,471
Total					\$652,526	\$522,471	\$1,174,997

SECTION II – NOAA STANDARD TERMS AND CONDITIONS

- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>
- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE GENERAL TERMS AND CONDITIONS
<https://www.commerce.gov/oam/policy/financial-assistance-policy>
The Department of Commerce Financial Assistance General Terms and Conditions (GT&Cs) issued October 1, 2024, are incorporated by reference into this award.
- Bureau Financial Assistance Standard Terms and Conditions
[Administrative Standard Award Conditions for National Oceanic and Atmospheric Administration \(NOAA\) Financial Assistance Awards U.S. Department of Commerce](#)
- Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements (REF: 79FR 78390)
<https://www.govinfo.gov/content/pkg/FR-2014-12-30/pdf/2014-30297.pdf>
- FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE
<https://www.nsf.gov/awards/managing/rtc.jsp>
- R & D AWARD
[Awards - Federal-Wide Research Terms and Conditions | NSF - National Science Foundation](#)

SECTION III – SPECIFIC AWARD CONDITIONS

Reason for Revision:

- 1) To provide continued funding for the project entitled, "Evaluating efficacy of stewardship actions for vulnerable Gulf of Mexico coastal birds through co-production between scientists and resource managers", per the recipient's application dated 12/1/22, and revision dated 06/27/23, which are incorporated by reference.
- 2) To revise NOAA Administrative Specific Award Conditions.
- 3) To revise DOC Financial Assistance General Terms and Conditions updated on May 19, 2025.
- 4) To revise NOAA Administrative Specific and Standard Award Conditions updated on November 5, 2024.

SPECIAL TERMS

Multi-Year Award (Revise)

The award period and budget(s) incorporated into this award cover a five-year period for a total amount of \$1,964,542.00 in Federal funds. However, Federal funding available at this time is limited to \$1,174,997.00 for this funding period. Receipt of any prospective funding is contingent upon the availability of funds from Congress, satisfactory performance, continued relevance to program objectives, and will be at the sole discretion of the Department of Commerce. The Department of Commerce is not liable for any obligations, expenditures, or commitments which involve any amount in excess of the Federal amount presently available. The Recipient will be responsible for any and all termination costs it may incur should prospective funding not become available. No legal liability will exist or result on the part of the Federal Government for payment of any portion of the remaining funds which have not been made available under the award. Notifications affecting funding or notice of non-availability of additional funding for prospective years will be made only by the Grants Officer. The amendment to obligate prospective funding available shall be made via an Amendment to Financial Assistance Award, if at all possible prior to the expiration of each year's activities.

The funding period for this award is 10/01/2023 through 09/30/2026 and may be extended through 09/30/2028.

SPECIAL CONDITIONS

DOC Financial Assistance General Terms and Conditions Revisions

This amendment incorporates revisions to the DOC Financial Assistance General Terms and Conditions (previously DOC Financial Assistance Standard Terms and Conditions), which became effective on May 19, 2025. The new Terms and Conditions will apply prospectively to activities on or after the date of this Notice of Award.

2 CFR Part 200 Revisions

This amendment incorporates revisions to the 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (or Uniform Guidance), published in the Federal Register on April 22, 2024, and implemented by the Department of Commerce on October 1, 2024. The 2024 revisions to the Uniform Guidance will apply prospectively to activities on or after the date of this Notice of Award.

Revisions to the Administrative Standard Award Conditions for NOAA Financial Assistance Awards

This amendment incorporates revisions to the NOAA Administrative Standard Award Conditions, implemented on November 5, 2024. The new Terms and Conditions will apply prospectively to activities on or after the date of this Notice of Award.

Research and Development Award

The Department of Commerce has designated this award as Research and Development (R&D) under 2 CFR 200.1 for purposes of award administration. The Federal-wide Research Terms and Conditions, dated November 12, 2020, are no longer in effect and do not apply to this award. 2 CFR 200.308(h), which applies to this award, provides a waiver of prior approval requirements in certain circumstances. In the event the Department of Commerce adopts additional terms specific to R&D awards, this award may be amended by the Grants Officer to incorporate the additional terms.

Exhibit D

DOMESTIC
Rev. 06/19



GRANT AGREEMENT

THIS AGREEMENT is hereby made by and between National Audubon Society, Inc. ("Audubon") and City of Orange Beach ("Recipient") according to the following terms and conditions:

I. AUDUBON: Audubon is identified as follows:

National Audubon Society, Inc.
225 Varick Street, 7th Floor
New York, New York 10014

Project Manager's Name: Nicole Michel
Address: 225 Varick Street, 7th Floor
New York, New York 10014
Business Telephone: 415-941-8149
E-mail: Nicole.Michel@audubon.org

II. PROJECT TITLE: Designing effective stewardship and post-restoration management plans through co-production to protect vulnerable Gulf of Mexico coastal birds

III. RECIPIENT: The Recipient is identified as follows:

Name: City of Orange Beach

Project Manager Name: Fallan Batchelor
Address: 4099 Orange Beach Boulevard
Orange Beach, AL 36561
Business Telephone: 251-981-1063
Business Fax:
E-mail: fbatchelor@orangebeachal.gov

IV. PROJECT DESCRIPTION:

Recipient shall use the funds provided for herein only for those specific purposes described herein and in the project proposal approved by Audubon, unless otherwise agreed in writing by Audubon.

All work under this Agreement shall comply with all relevant laws and regulations, including, but not limited to, the provisions of Section VIII (12) below. All funds provided to Recipient pursuant to this Grant Agreement shall be expended on the Project, and shall in no way be used to compensate Recipient.

RESOLUTION NO. 23-247

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
GRANT AWARD AGREEMENT WITH THE
ALABAMA AUDUBON SOCIETY FOR THE
STEWARDSHIP OF COASTAL ALABAMA BEACH NESTING BIRD HABITAT**

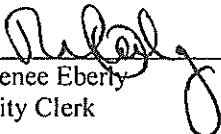
FINDINGS:

1. The City of Orange Beach and the Alabama Audubon Society have reached an agreement (attached Exhibit A) whereby the City has been awarded a grant to perform services related to the Stewardship of Coastal Alabama Beach Nesting Bird Habitat.
2. After having reviewed said agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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 Grant Award Agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the Alabama Audubon Society 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 13th DAY OF DECEMBER, 2023.



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. 23-247, which was duly and legally adopted at a regular meeting of the City Council on December 13, 2023.



City Clerk



The specific work to be performed shall be as described in Exhibit A (the "Work") pursuant to the budget specified in Exhibit B (the "Budget", and together with the Work, the "Project), each such Exhibit A and B attached hereto as "City of Orange Beach Scope of Work Audubon NOAA Restore" and incorporated herein.

V. TERMS OF PAYMENT: Audubon shall disburse to Recipient a total of \$12,173 in the following manner: Audubon shall disburse to Recipient a total of \$12,173 for completion of services. Disbursements will be made upon receipt of invoices submitted as frequently as monthly. See the attached "City of Orange Beach Scope of Work Audubon NOAA Restore.pdf" for a detailed budget and justification.

Recipient acknowledges that all of Audubon's obligations under this Agreement are contingent on funding from third party sources, and agrees that in the event of any cancellation of such third party funding, Audubon may terminate this Agreement pursuant to Section VIII (9) below.

VI. Audubon's funding for the Project is made pursuant to the following grant agreement(s) **National Oceanographic and Atmospheric Administration's National Centers for Coastal Ocean Science (NCCOS)/RESTORE Science Program, Award #NA23NOS4510307, awarded 10/01/2023** (the "Master Grant(s)"), attached hereto as Exhibit C, and incorporated herein. Recipient agrees to comply with all the terms and conditions of the Master Grant(s) with which Audubon must comply as if Recipient was named therein in place of Audubon.

VII. TERM OF AGREEMENT: This Agreement will take effect on 10/01/2023 and will terminate on 9/30/2024

VIII. CONDITIONS: In accepting this Agreement, Recipient hereby agrees to the following terms and conditions:

1. Recipient shall use the funds provided for herein only for those specific purposes described herein and in the project proposal approved by Audubon, unless otherwise agreed in writing by Audubon.
2. Audubon shall have the right to audit all of Recipient's financial records pertaining to Audubon. All financial records must be maintained separately from all other accounts.
3. At Audubon's option, Audubon has the right to claim ownership of any equipment purchased by Recipient with Audubon funds provided for hereby. Any equipment not permitted by Audubon to be retained by Recipient shall be returned at the time of the Project's completion or disposed of in accordance with Audubon's instructions.
4. All right, title and interest to data collected pursuant to this Agreement (the "Data") shall be owned jointly by Audubon and Recipient. Both parties shall have the right to use, reproduce, distribute and make derivative works from the Data without reference to the other party. Other copyrightable materials (the "Materials") created pursuant to this Agreement shall be owned by Audubon. Material shall include all reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by Recipient, its employees, agents, or subcontractors.
5. Recipient will give appropriate credit to Audubon for its financial support in any and all press releases, publications, annual reports, video credits, dedications and other public communications regarding the Project. Recipient will provide Audubon with copies of such materials for review and approval prior to publication and as part of the reporting process. Acknowledgement of Audubon shall be made in the following manner: *"This Project is supported by Audubon."*
6. Recipient may publish or make a presentation on the research results from the Project; provided, however, that prior to any such publication or presentation Recipient will provide a copy of the proposed material to Audubon for advance review, protection of any intellectual property described therein, and for deletion of any

inadvertently-included Audubon confidential information. Upon receipt, Audubon may request an additional reasonable delay from the date of Audubon's receipt of Recipient's document. Recipient will forward two copies of any such publication to Audubon.

7. Notwithstanding anything to the contrary contained in this Agreement, Audubon may, at its sole discretion, immediately terminate this Agreement, with cause (which may include, without limitation, Recipient's failure to comply with any of the conditions of this Agreement) or without cause. In the event of termination, Audubon may cancel all unpaid installments under this Agreement. Audubon also reserves the right to recall all unexpended funds or be reimbursed by Recipient should Audubon, in its sole discretion, determine that funds have been expended in violation of the terms of this Agreement. Audubon will provide Recipient with written notice of such termination, the reasons therefor and the amount of all funds to be returned or reimbursed. Recipient shall return or reimburse Audubon for such funds within thirty (30) days of receipt of such notice. This Agreement may also be terminated by mutual agreement.
8. Recipient is expected to behave humanely toward animals encountered in fieldwork, and Recipient's behavior will be evaluated in this regard by Audubon. Recipients should note the following excerpt from the Animal Behavior Society's Guidelines for the Use of Animals in Research:

"Observation of free-living animals in their natural habitats may involve disruption, particularly if feeding, capture or marking is involved. While field studies further scientific knowledge and advance an awareness of human responsibility towards animal life, investigators, should always weigh any potential gain in knowledge against the adverse consequences of disruption for the animals used as subjects and also for other animals and plants in the ecosystem."

9. Recipient has no authority to enter contracts or agreements on behalf of Audubon unless agreed to by Audubon in writing. This Agreement does not create a partnership, joint venture or agency relationship between the parties hereto. It is understood that Recipient (or any of its employees or associates) is not an employee of Audubon and nothing in this Agreement confers such employee status upon Recipient or any of its employees or associates. Recipient acknowledges and agrees that it shall not be entitled to receive from Audubon any statutory or fringe benefits of any kind, including without being limited to those extended by Audubon to its own employees. Recipient declares that Recipient has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.
10. (a) Recipient shall comply with all applicable laws, regulations, policies and procedures of the United States of America or any agency thereof, including, but not limited to, the USA Patriot Act (Pub. L. No. 107-56) and the Foreign Corrupt Practices Act (Pub. L. No. 95-213), the State(s) where the project is to be performed or any agency thereof and any local governments or political subdivisions that may affect the performance of services under this Agreement.

(b) Recipient certifies that there was no conflict of interest in its application for this Agreement. Recipient further certifies that the funds provided for hereby will not be expended for payments that are, or give the appearance of, a conflict of interest, except as disclosed in writing to Audubon and allowed by Audubon prior to such expenditure.

(c) (1) Recipient certifies that the Recipient will not:

A. Attempt to influence legislation or support lobbying within the meaning of section 501(c)(3) of the U.S. Internal Revenue Code using any of the funds granted by Audubon; or

B. Use any portion of these funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to cause any private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the U.S. Internal Revenue Code.

(2) Recipient shall abide by U.S., state and local laws with regard to non-discrimination with respect to individuals working under this Agreement on the basis of race, color, religion, sex, age, sexual orientation, disability, national or ethnic origin veteran status or any other prohibited basis.

11. Recipient agrees to indemnify, defend, save and hold harmless Audubon from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Recipient, its agents or employees in the performance of this Agreement.
12. This is the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements.
13. This Agreement shall not become effective unless and until its provisions have been agreed to by Recipient and the Agreement is duly executed by the parties hereto.
14. This Agreement is entered into in the State of New York and shall be construed in accordance with the internal substantive laws of New York applicable to contracts to be wholly performed therein. The parties agree that any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the State Courts of or the Federal court in the State and County of New York; except that in the event either party is sued by a third party or joined in any other Court or in any forum by a third party in respect of any matter which may give rise to a claim hereunder, the parties consent to the jurisdiction of such court or forum over any claim which may be asserted therein between the parties thereto. The parties hereto irrevocably waive any objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.

NATIONAL AUDUBON SOCIETY, INC.



Date: 1/9/2024

Name:

Chief Financial Officer / Chief Operations Officer / Vice-President / Subdelegate

Fallan Batchelor:

By:

Print Name:

Title:

Date:

Fallan Batchelor *12/28/23*
Fallan R. Batchelor

Exhibits A & B: Scope of Work and Budget Narrative

City of Orange Beach

Prepared by [Fallan Batchelor](#), Nicole Woerner
(fbatchelor@orangebeachal.gov), and Nicole Michel (nicole.michel@audubon.org)

PERSONNEL

Total \$ 7,200

Name	Project Role	Salary in Year 1	Year 1
Fallan Batchelor	Co-PI	\$45,000	\$7,200
		Total	\$7,200

Justification

The proposed budget includes 16% of annual salary in year 1 for Fallan Batchelor, Co-PI and the Coastal Stewardship Coordinator for the City of Orange Beach. The Coastal Stewardship Coordinator will oversee and advise site selection, implement all stewardship activities in Orange Beach, Alabama. The coordinator is also responsible for public relations to include advertisement and awareness to the general public, and for any type of coordination with private land owners and utility companies. She will also participate in in-person meetings, webinars, and conference calls and contribute to manuscript and report preparation.

FRINGE BENEFITS

Total \$ 2,160

Name	Project Role	Fringe Rate	Year 1
Fallan Batchelor	Co-PI	30%	\$ 2,160
		Total	\$ 2,160

Justification

All full-time professional positions have a fringe benefit rate of 30%. Fringe benefits include FICA, 403(b) match, pension, and medical, disability, life, and unemployment insurance.

TRAVEL-DOMESTIC**Total \$0.00**

No travel expenses are requested.

EQUIPMENT**Total \$0.00**

No equipment expenses are required.

SUPPLIES**Total \$500**

Supplies	Year	Amount
Monitoring and Stewardship	1	\$500
Supplies, Signage Materials		

Justification

We have included \$500 per year to cover the costs of materials for building new signs, stewardship supplies (e.g., clipboards, pens, paper for flyers), and monitoring supplies (e.g., banding supplies, field notebooks).

CONTRACTUAL**Total \$0.00**

No contractual expenses are requested.

OTHER**Total \$500**

Design and Printing Fees	Year	Amount
Design and Printing of	1	\$500
Signage and Outreach Materials		

Justification

We have included \$500 per year to cover the costs of design and printing of signage and outreach materials (e.g., flyers).

TOTAL DIRECT COSTS**\$10,360**

Category	Year 1
Personnel	\$7,200
Fringe	\$2,160
Travel	
Equipment	
Supplies	\$500
Contractual	
Other	\$500
Total Direct Costs	\$10,360

INDIRECT COSTS (17.5%)**\$ 1,813**

Category	Year 1
Total Indirect Cost Base	\$10,360
Indirect (17.5%)	\$1,813
Total Costs	\$12,173

The rate is 17.5% and is computed on the following cost base of **\$ 10,360** which is total direct charges (Personnel, Fringe, Supplies, Other) minus equipment (\$0) and contractual (\$0).

TOTALS-DIRECT and INDIRECT COSTS**\$ 12,173**

FORM CD-450 (REV 10/18)		U. S. DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE AWARD		☐ GRANT ☒ COOPERATIVE AGREEMENT	
RECIPIENT NAME NATIONAL AUDUBON SOCIETY, INC.		FEDERAL AWARD ID NUMBER NA23NOS4510307			
		PERIOD OF PERFORMANCE 10/01/2023-09/30/2028			
STREET ADDRESS 225 VARICK ST 7TH FL		FEDERAL SHARE OF COST \$237,485.00			
CITY, STATE, ZIP CODE NEW YORK NY 10014-4396		RECIPIENT SHARE OF COST \$0.00			
AUTHORITY Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf States Act of 2012 (RESTORE Act) (Public Law 112-141,		TOTAL ESTIMATED COST \$237,485.00			
CFDA NO. AND NAME 11.451 Gulf Coast Ecosystem Restoration Science, Observation, Monitoring, and Technology					
PROJECT TITLE Evaluating efficacy of stewardship actions for vulnerable Gulf of Mexico coastal birds through co-production between scientists and resource managers					
This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds. ☒ DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS ☒ R & D AWARD ☒ FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE ☒ BUREAU SPECIFIC ADMINISTRATIVE STANDARD AWARD CONDITIONS ☒ SPECIFIC AWARD CONDITIONS ☒ LINE ITEM BUDGET ☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101 ☐ 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES ☒ DEPARTMENT OF COMMERCE PRE-AWARD NOTIFICATION REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS (REF: 79 FR78390) ☒ MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION. ☒ OTHER(S): This award is being made under competitive Funding Opportunity Number NOAA-NOS-NCCOS-2022-2007377 posted at Grants.gov on 06/28/2022.					
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER Jewel Linzey				DATE 09/11/2023	
PRINTED NAME, PRINTED TITLE AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL				DATE	

Specific Award Conditions

Award Number:

NA23NOS4510307

Amendment Number:

O

1) New Award SAC

This award number NA23NOS4510307, to the NATIONAL AUDUBON SOCIETY, INC. , supports the work described in the Recipient's proposal entitled "Evaluating efficacy of stewardship actions for vulnerable Gulf of Mexico coastal birds through co-production between scientists and resource managers" dated 12/01/2022, and revisions dated 6/27/2023, 8/28/2023, 9/01/2023, 9/06/2023, which is incorporated into the award by reference. Where the terms of the award and proposal differ, the terms of the award shall prevail.

2) Multi-Year Special Award Condition

(MULTI-YEAR) The award period and budget(s) incorporated into this award cover a 5-year period for a total amount of \$1,964,542 in Federal funds. However, Federal funding available at this time is limited to \$237,485 for this funding period. Receipt of any prospective funding is contingent upon the availability of funds from Congress, satisfactory performance, continued relevance to program objectives, and will be at the sole discretion of the Department of Commerce. The Department of Commerce is not liable for any obligations, expenditures, or commitments which involve any amount in excess of the Federal amount presently available. The Recipient will be responsible for any and all termination costs it may incur should prospective funding not become available. No legal liability will exist or result on the part of the Federal Government for payment of any portion of the remaining funds which have not been made available under the award. Notifications affecting funding or notice of non-availability of additional funding for prospective years will be made only by the Grants Officer. The amendment to obligate prospective funding available shall be made on Form CD-451, Amendment to Financial Assistance Award, if at all possible prior to the expiration of each year's activities.

The funding period for this award is 10/01/2023 through 09/30/2024 and may be extended through 09/30/2028.

3) Cooperative Agreement

This award is created as a cooperative agreement because of the substantial involvement of NOAA or other federal scientists in the award activity. The NOAA RESTORE Science Program's Associate Director or an appropriate designee will work in close collaboration with project's Principal Investigator(s) to ensure that research findings, products, and/or tools are effectively applied to inform Gulf of Mexico resource management. Throughout the life-cycle of the project the Associate Director (or an appropriate designee) will conduct monitoring and oversight of the award to ensure that proposed milestones, outputs, and outcomes are being met. In addition, the Associate Director (or an appropriate designee) may: (1) participate actively with Principal Investigators to develop necessary links with resource management agencies and other stakeholders; (2) lead, catalyze, and/or support national and regional coordination and/or collaboration, planning, and implementation efforts; (3) communicate outputs and outcomes of projects via press releases, NOAA and regional newsletters, social networking, briefings to NOAA management and partner programs, special journal issues, and

sessions at professional conferences; and/or (4) actively engage partners and potential users of research products and outputs inside and outside of NOAA to support the delivery and transition of project results to management application. The Associate Director or an appropriate designee will participate in an annual meeting throughout the duration of the project with the Principal Investigators and key members of the research team.

4) Performance Progress Reports

Semi-annual and Comprehensive Final Progress Reports are special award requirements that use the National Centers for Coastal Ocean Science (NCCOS)/RESTORE Science Program prescribed formats. Progress reports are due semi-annually and a comprehensive final report is due 120 days after the closing date of the award. For this purpose, NCCOS/RESTORE has received Office of Management and Budget (OMB) clearance under Approval # 0648-0384, expiration date of 1/31/2025.

Public reporting burden for the semi-annual, Gantt chart, and final progress reports collection of information is estimated to average 9 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to Laurie.Golden@noaa.gov. Notwithstanding any other provision of law, no person is required to respond to, nor shall any person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act, unless that collection displays a currently valid OMB control number.

Completion of some aspects of this award requires the recipient to maintain one or more permits or approvals. Prior to continuation of fieldwork, award recipients must provide a copy of each permit that requires annual renewal or expired during the previous year to the Associate Director of the RESTORE Science Program (frank.parker@noaa.gov).

5) Environmental Data / Peer-reviewed Publications

1. Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines (http://www.cio.noaa.gov/services_programs/IQ_Guidelines_103014.html), data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Failure to perform quality control does not constitute an excuse not to share data. Data without QC are considered "experimental products" and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty. verification and reproducibility of the results.

2. Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any

extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.

3. Disclaimer: Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."

4. Failure to Share Data: Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.

5. Funding acknowledgement: Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication and include the following: "This paper is a result of research funded by the National Oceanic and Atmospheric Administration's RESTORE Science Program under award [insert Grant Number] to [insert Institution(s)]." In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.

6. Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <http://library.noaa.gov/repository> after acceptance, and no later than upon publication of the paper by a journal. NOAA will produce a publicly visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.

7. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

6) National Environmental Policy Act (NEPA)

Because of an ongoing consultation(s), National Environmental Policy Act (NEPA) review for this award is incomplete and will not be completed prior to the project start date. No fieldwork for this project may begin until the consultation(s) has been completed and protective measures (if any) have been incorporated. An addendum to the current signed NEPA documentation will be completed that includes any required protective measures resulting from the consultation.

Fieldwork may begin once the addendum is signed by the Program Office, a copy is uploaded to the Grants Online file for this award, and this Special Award Condition is officially removed.

AMENDMENT TO SUBRECIPIENT AGREEMENT

This Amendment (“Amendment”) to the Subrecipient Agreement (the “Agreement”) by and between the City of Orange Beach (“Recipient”) and National Audubon Society, Inc. (“Audubon”), dated as of January 9, 2024, is made as of October XX, 2025 by and between Audubon and “Recipient”.

WHEREAS, Recipient and Audubon each desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants contained herein, the parties hereto agree to amend the Agreement as follows:

1. Change end date from 09/30/2025 to 09/30/2026
2. Changed the scope of work to include a second year of field work, analysis, writing, meeting participation, and conference presentations. See the attached “Orange Beach Year 3 Subcontract Exhibits A B C D.pdf” for full details of the revised scope of work.
3. Added RESTORE Year 3 (10/1/2025 – 9/30/2026) funds, increasing the total subcontract from \$12,173 (for Year 1) to \$83,261 (for Years 1 - 3).

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

RECIPIENT

BY: _____

NATIONAL AUDUBON SOCIETY, INC.

BY: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 7, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of Office Furniture for the Police Department through NCPA from Watson Furniture Group, Inc., in the amount of \$32,351.74. (TJ)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 10-21-25 25-xxx Authorize Purchase Furniture Police NCPA
2. 2025.09.30 Quote - Police - Watson Furniture

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
OFFICE FURNITURE FOR THE POLICE DEPARTMENT THROUGH NCPA FROM
WATSON FURNITURE GROUP, INC.
IN THE AMOUNT OF \$32,351.74**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of Office Furniture for the Police Department through the National Cooperative Purchasing Alliance (NCPA), approved by the State of Alabama and the Public Examiners Office, in the total amount of 32,351.74;
2. That the Mayor is hereby authorized to approve payment to Watson Furniture Group, Inc., in the amount of \$32,351.74 for Office Furniture, per the quote dated September 30, 2025;
3. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 21st DAY OF OCTOBER, 2025.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on October 21, 2025.

City Clerk

City of Orange Beach

Specified For: City of Orange Beach
Contact Name: Julie Bonifay
Phone Number: 2519819777
Email Address: jbonifay@orangebeachal.gov

Watson Rep Firm: Watson Consoles Southeast
Watson Sales Rep: Jason Jackson
Phone Number: 7063295542

Project Summary: 1 Mercury Pro Console

Omnia (NCPA) 07-129

Position Includes:

90"W Pro Worksurface – Height-Adjustable with Depth Adjustment, Environmental Control and In-Dash Power
- Environmental Control: Forced Air Heat, Cooling Fans, LED Ambient Lighting and Dimmable LED Task Lighting
- In-Dash Power: 2 Power Outlets
Dual Tier Monitor Array – Height-Adjustable with Individually Adjustable Monitor Arms: 4 over 4
Technology Bridge Storage to Accommodate up to (4) Small Tower PC's (Max Dimensions per Unit: 7"W x 15"H x 11.5"D) or (3) Mid Tower PC's (Max Dimensions per Unit: 7"W x 15"H x 15.75"D)
Technology Cabinet Storage to Accommodate (3) Full-Size Tower PC's (Max Height per Unit: 20"H)
Personal Storage – Open/Door Stacker
Screens – 48"H Fabric

Tech Port Selection:

Technology Ports Per Position - (4) USB-A Data I (4) USB-C Data I (2) Dual USB-A+C Charging I (2) RJ45/CAT6 I (1) 35mm Audio

Finish Selection: Worksurface – Daintree, Storage Cases – Charcoal, Storage Faces – North Sea, Fabric – Lagoon

Installation:

Type of Site – Empty Room
Pre-Installation Site Prep – None
Location – 1st Floor
Electrical Source – Unconfirmed
Prevailing Wage or Union – None
Additional Information – Quote Does Not Include Prevailing Wage or Union Requirements.

Quote Date: 9/30/2025 **Quote Expiration** 12/30/2025 **Quote Revision:** 04 **Watson Account Manager:** Keerie Mills

Terms and Conditions

Drawings and Floorplans

It is necessary that accurate room dimensions and features are provided to Watson for space planning and installation. Watson commits to providing product symbols that are correct in size. It is the responsibility of the customer to verify that the room dimensions and features provided to Watson are accurate prior to submitting a purchase order.

All purchase orders must be accompanied by the drawing and quote that has been approved for manufacture. Watson quotes are valid 90 days from the date of issue.

Purchase Orders and Order Acknowledgments

Purchase orders should be submitted via email to:

orders@watsonfg.com

All purchase orders must include the following information:

- Sold-to information including billing address and contact name with email and phone number
- Ship-to information including installation address and contact name with email and phone number
- Purchase order number
- Order total
- Final finish selections
- Approved final drawing and quote for manufacture (proposal and revision number must match across all pages)
- Requested delivery / installation date

Any omission may result in the delay of processing the order. All quotations, acknowledgments, and invoices are subject to corrections for errors or omissions.

All orders and subsequent change orders must be in writing. Watson will issue a written acknowledgment that includes estimated ship and arrival dates. All orders must ship within one year of submittal. Customers should verify the acknowledgment for accuracy. The acknowledgment is the final agreement between Watson and the customer.

Order Cancellations and Changes

Acknowledged orders may not be changed or canceled, in whole or in part, without prior written consent of Watson.

Orders for which production has started may not be canceled. Orders that include non-standard products and non-standard finishes may not be canceled. In the event of cancellations prior to the start of production, for standard products, the customer will be liable for cancellation charges of 25% of the order total.

Any approved order change will require the customer to resubmit the approved final drawing and quote reflecting the requested change. An order change may affect the delivery date. Expenses incurred because of order changes will be charged to the customer.

Taxes

All sales, use, excise, and other applicable taxes are the purchaser's responsibility and will be invoiced to the purchaser. If purchaser claims an exemption from such taxes, it shall be the purchaser's responsibility to furnish an appropriate exemption certificate at the time the order is placed.

Payment Terms

Orders are invoiced at time of shipment. When credit is extended, standard terms are Net 30 unless otherwise stipulated in contractual agreements.

Past due accounts will be charged the lesser of 1-1/2% per month or the highest rate permitted by law plus all collection costs, including reasonable attorney's fees and expenses.

Credit card payments are accepted up to \$5,000. Payments above that amount can be made by check or ACH.

Freight

Freight will be quoted on a per project basis considering destination location, order size and weight as well as the current freight market. Watson Console freight terms are FOB destination to all 50 US States.

Charges incurred by Watson complying with non-standard shipment requests such as inside delivery, expediting, redelivery, weekend delivery, unpacking, straight trucks, specific driver requests or temporary holding will be invoiced to the purchaser.

Freight Claim

We'll file the freight claim on your behalf.
But to do that – we'll need your help.

FREIGHT DAMAGE: It is the customers responsibility to examine products upon receipt, note the damage or shortage on the bill of lading, and to notify Watson within 24 hours of delivery. Failure to provide notice within 24 hours constitutes acceptance of the product.

CONCEALED DAMAGE: Claims must be made by the customer in writing and with photographs within five (5) business days after delivery. Failure by the customer to make any concealed damage claim within five (5) business days constitutes acceptance of the product and a waiver of any apparent damages.

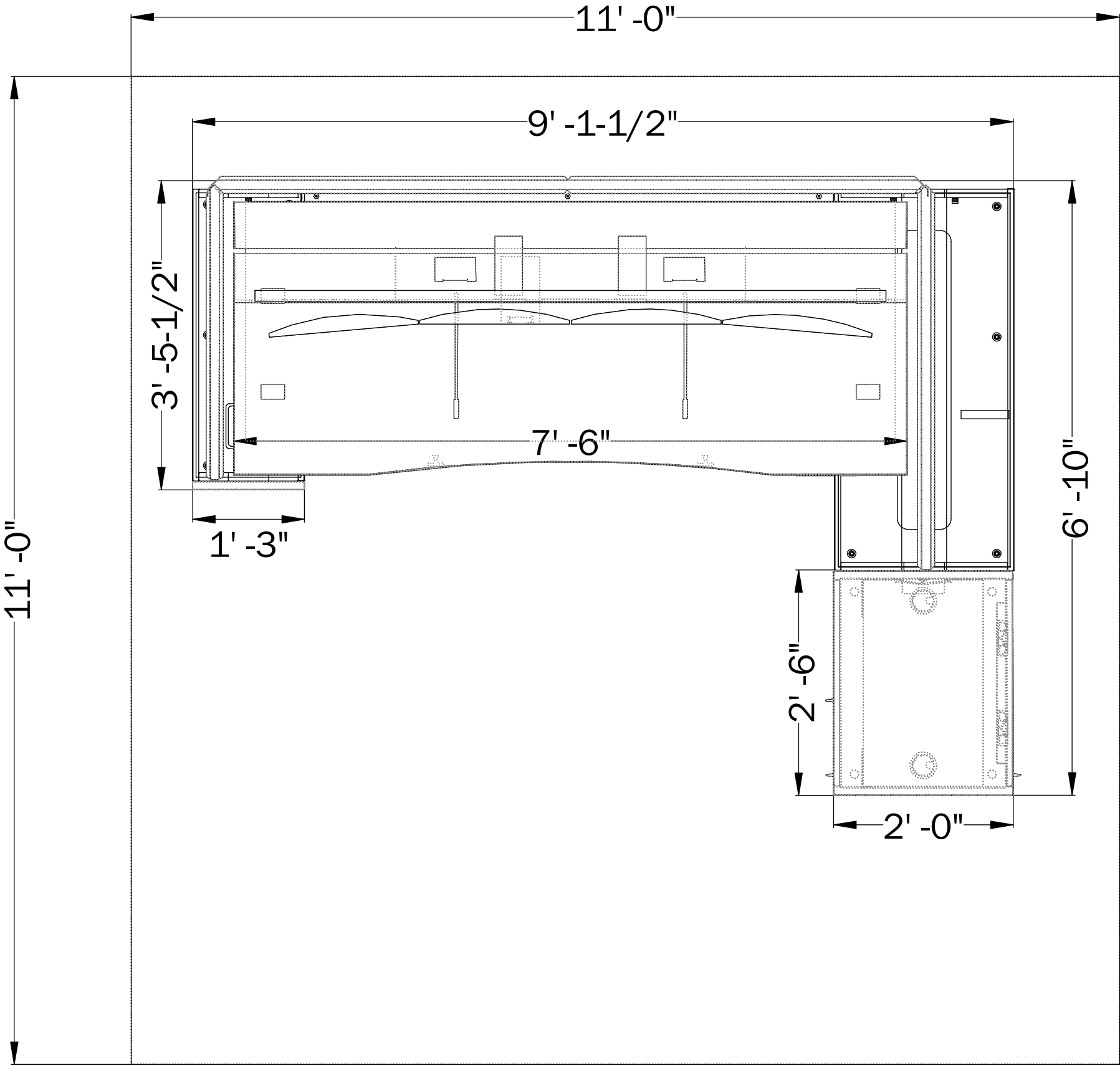
Storage

We understand that projects sometimes face unforeseen delays. If the request to move an order out is received more than 25 business days prior to the acknowledged ship date, we can likely accommodate that request without additional cost. If the request to move an order out is received less than 25 business days prior to the acknowledged ship date, customers may opt to contract storage with Watson for up to 30 days post-ship date. Watson charges a storage fee of \$1 per day per \$1,000 of the total order invoice. The minimum storage fee is \$250. When storage occurs, we will consider that the product has been delivered to the customer for all purposes, and invoicing will occur. Costs for storage will be subsequently invoiced to the customer. Please note that we can accept only one request to move out the order ship date. Any additional requests for a delay in shipping will be managed via our storage policy terms.

Force Majeure

Watson shall not be liable for any loss, damage, or delay resulting from forces beyond its reasonable control including fire, flood, strike or other labor difficulty, act of God, or due to any cause beyond its reasonable control. In the event of any such delay, delivery will be postponed by such length of time as may be reasonably necessary to accommodate for the delay.

Revision Date 12-16-2024



Project
City of Orange Beach
Proposal 1
Quote Revision: 04
Quote Date: 9/30/2025
Drawn By: KM
Watson Sales Rep
Jason Jackson
Watson Account Manager

Keerie Mills



Project

City of Orange Beach

Proposal 1

Quote Revision: 04

Quote Date: 9/30/2025

Drawn By: KM

Watson Sales Rep

Jason Jackson

Watson Account Manager

Keerie Mills



Project

City of Orange Beach

Proposal 1

Quote Revision: 04

Quote Date: 9/30/2025

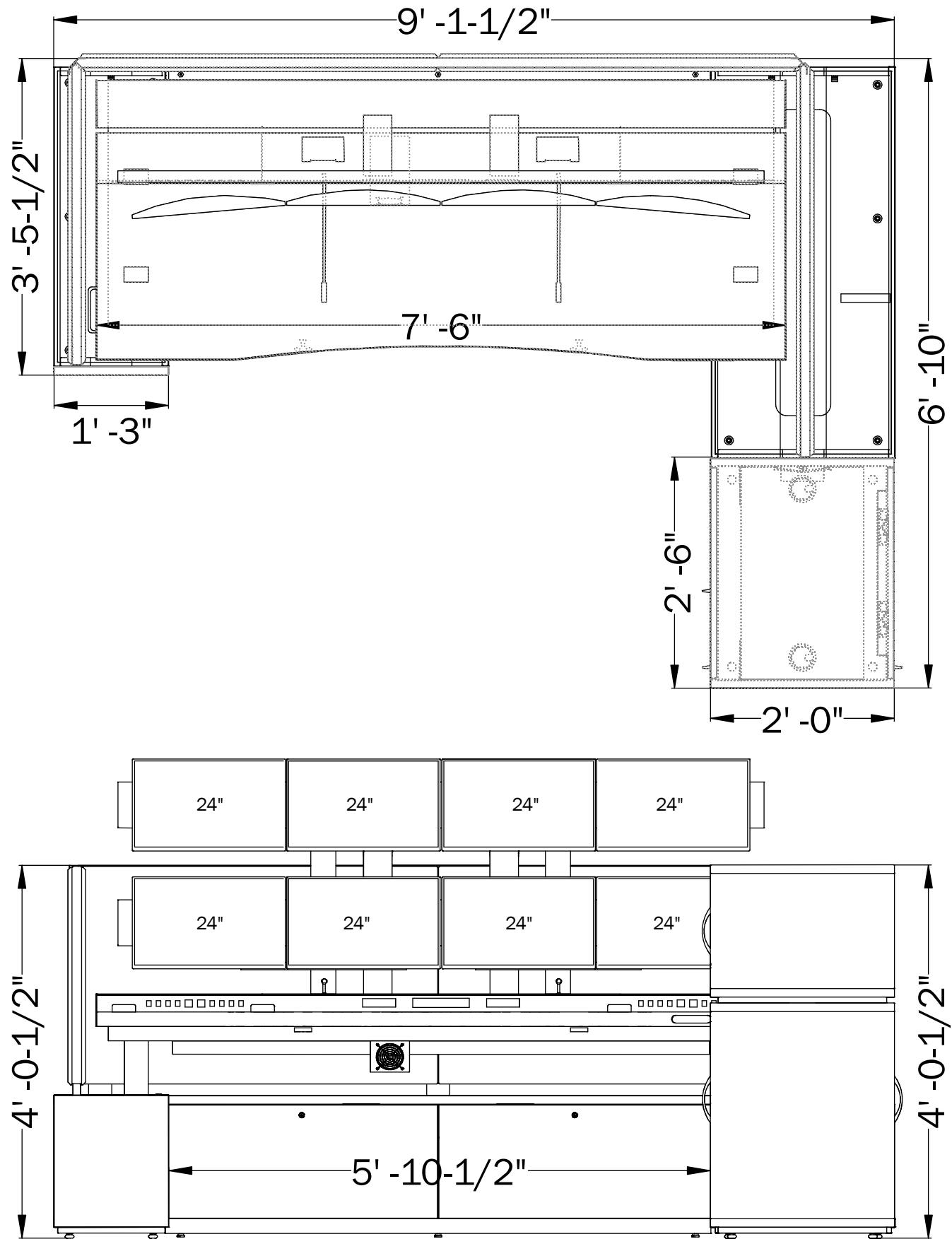
Drawn By: KM

Watson Sales Rep

Jason Jackson

Watson Account Manager

Keerie Mills



Dual Tier Array

Environmental Control

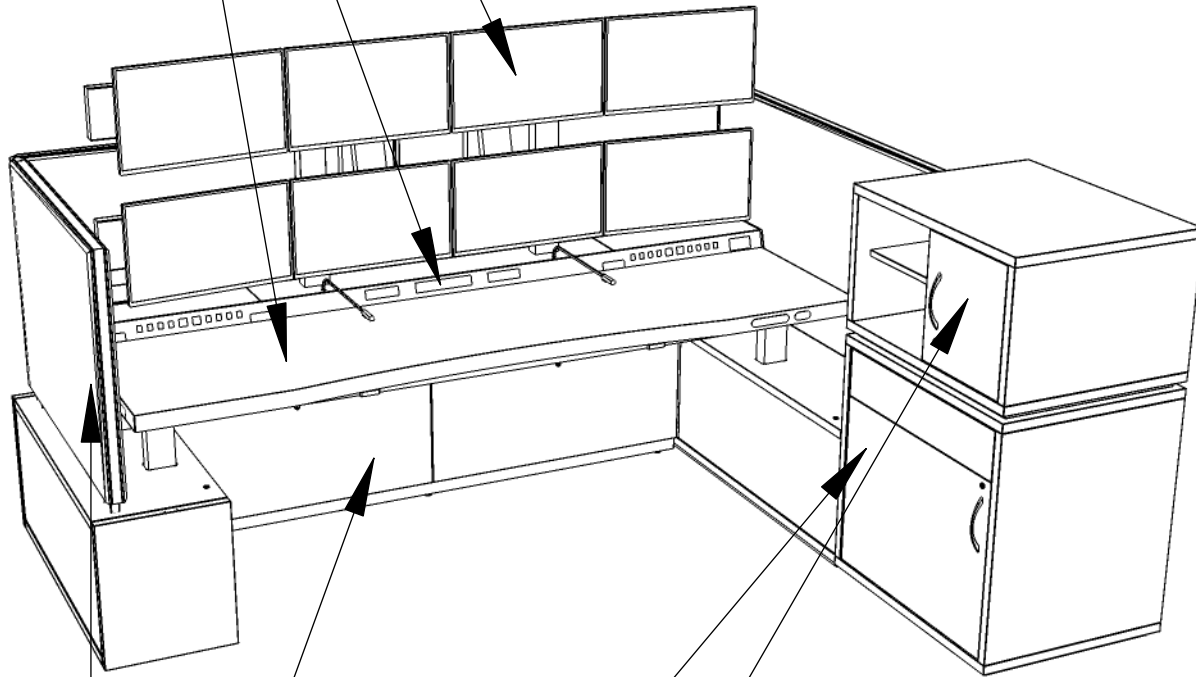
90"W Pro Worksurface

48"H Screen

Technology Bridge

Technology Cabinet

Open/Door Stacker



**watson
consoles**

26246 Twelve Trees Lane NW
Poulsbo, WA 98370
www.watsonconsoles.com 360.394.1300
2022 Watson Furniture Group, Inc. All Rights Reserved

Project

City of Orange Beach

Proposal 1

Quote Revision: 04

Quote Date: 9/30/2025

Drawn By: KM

Watson Sales Rep

Jason Jackson

Watson Account Manager

Keerie Mills

Typical 2D & 3D

Mercury Pro

Project

City of Orange Beach

Proposal 1

Quote Revision: 04
Quote Date: 9/30/2025
Drawn By: KM

Watson Sales Rep

Jason Jackson

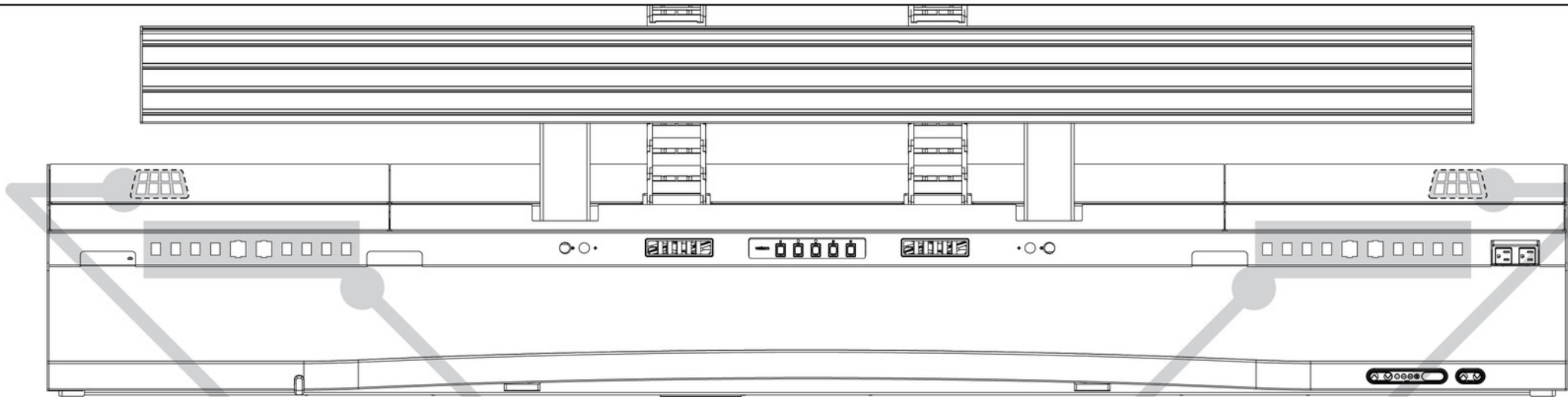
Watson Account Manager

Keerie Mills

RIGHT

Tech Cabinet

PC COUNT:3



Left Rear Ports

Monitor data ports, speakers and/or video touchscreens.

Right Rear Ports

Monitor data ports, speakers and/or video touchscreens.

Left User Data Ports

USB power available in large ports only.

Right User Data Ports

USB power available in large ports only.

Data Port Types

USB-A + USB-A Power

Specified in large center ports only

USB-C + USB-A Power

Specified in large center ports only

USB-A

USB-C

CAT6/RJ45

RJ12

3.5 Stereo

Bill of Material

Project: City of Orange Beach

Sold to

Company name: City of Orange Beach
Contact Person: Julie Bonifay
Contact Phone: 2519819777
Contact Fax:

Distributor

Company name: Watson Consoles Southeast
Salesperson: Jason Jackson
Salesperson Phone: 7063295542
Salesperson Fax: 7063295542

watson

26246 Twelve Trees Lane NW Poulsbo, WA 98370
360.394.1300 watsonfurniture.com

#	Qty	Part Number	Description	Sell	Ext. Sell
Main 01					
1	1	HD6H153918L-N	MERCURY PRO HUB, 15"D x 39"W x 18"H, LEFT HAND, NO GROMMET	\$2,038.50	\$2,038.50
2	1	HD6H245118R-N	MERCURY PRO HUB, 24"D x 51"W x 18"H, RIGHT HAND, NO GROMMET	\$2,380.50	\$2,380.50
3	1	HD6W3690D	MERCURY PRO WORKSURFACE WITH DEPTH ADJUSTMENT, 36"D x 90"W x 24-50"H, WITH CONTOUR EDGE, DUAL TIER ARRAY	\$6,349.50	\$6,349.50
4	1	HG6TS90N	MERCURY TECH BRIDGE, SINGLE SIDED 12" D X 18"H, FOR A 90"W CONSOLE, NO GROMMET	\$733.50	\$733.50
5	2	HGA84	MERCURY ARRAY 84"W	\$1,287.00	\$2,574.00
6	1	HGBS1518S-L	MERCURY BRIDGE SPACER, 15"D x 18"H SINGLE, LEFT HAND	\$63.00	\$63.00
7	1	HGBS2418S-R	MERCURY BRIDGE SPACER, 24"D x 18"H SINGLE, RIGHT HAND	\$85.50	\$85.50
8	1	HGPSOD243018R	MERCURY PERSONAL STACKER, OPEN DOOR, 24"D x, 30"W x 18"H, RIGHT HAND	\$648.00	\$648.00
9	1	HGSOCBKT48L	MERCURY OUTSIDE CORNER BRACKET, 48"H	\$36.00	\$36.00
10	1	HGSOCBKT48R	MERCURY OUTSIDE CORNER BRACKET, 48"H	\$36.00	\$36.00
11	1	HGSR3948F	MERCURY RETURN SCREEN, 39"W x 48"H, ALL FABRIC PANEL	\$544.50	\$544.50
12	1	HGSR5148F	MERCURY RETURN SCREEN, 51"W x 48"H, ALL FABRIC PANEL	\$576.00	\$576.00
13	1	HGSS9048F	MERCURY SPINE SCREEN, 90"W x 48"H, ALL FABRIC PANEL	\$895.50	\$895.50
14	1	HGTB243030R	MERCURY TECHNOLOGY BASE, 24"D x 30"W x 30"H, RIGHT HAND	\$1,350.00	\$1,350.00
15	1	HHC1518	MERCURY HUB COVER, 15"D x 18"H	\$45.00	\$45.00
16	1	TXXTECHAUDIO25	TECH LINK, 3.5MM STEREO AUDIO JACK, BLACK, 25' CORD	\$31.50	\$31.50
17	2	TXXTECHDATA25	TECH LINK, CAT6 / RJ45, DATA, BLACK, 25' CORD	\$54.00	\$108.00
18	4	TXXTECHUSB15	TECH LINK, SINGLE USB A, DATA, BLACK, 15' CORD	\$36.00	\$144.00
19	2	TXXTECHSBP-ACB	TECH LINK, USB A+C, CHARGER, BLACK	\$126.00	\$252.00
20	4	TXXUSBC-DATA	TECH LINK, SINGLE USB C, DATA, BLACK, 15' CORD	\$63.00	\$252.00
21	1	WAKEY-STD	MASTER KEY, STANDARD LOCK (082000)	\$31.50	\$31.50
22	1	WELCOMEPACKET	WATSON CONSOLES WELCOME PACKET	\$0.00	\$0.00
Total Main 01					\$19,174.50

Product Subtotal (Sell)	\$19,174.50
Product Surcharge (3 %)	\$575.24
Watson Installation	\$9,382.00
Freight	\$3,220.00
Grand Total (Sell)	\$32,351.74



**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 7, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of an agreement to grant an underground electric line easement to Baldwin County Electric Membership Corporation. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 10-21-25 25-xxx Authorize Easement Baldwin EMC Underground Electric Line
2. 2025.10.03 Easement Agreement Baldwin EMC Underground Electric Line - Map

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT TO GRANT AN UNDERGROUND ELECTRIC LINE EASEMENT TO
BALDWIN COUNTY ELECTRIC MEMBERSHIP CORPORATION**

FINDINGS:

1. The City of Orange Beach currently owns property identified in Baldwin County Tax Records as Parcel No. 05-65-03-080-000-001.010, PPIN 252424 (hereinafter the “Property”), a portion of which abuts Orange Beach Boulevard, also known as State Highway 161.
2. Baldwin County Electric Membership Corporation (hereinafter “Baldwin EMC”) possesses a substation which sits upon the Property and feeds electrical lines that run underground and provide power to portions of Orange Beach Boulevard and Perdido Beach Boulevard, also known as State Highway 182.
3. Baldwin EMC does not possess an Easement from the City of Orange Beach which would allow them to properly operate and maintain the substation and electrical lines located, respectively, on and below the Property.
4. The City wishes to grant Baldwin EMC an Underground Electric Line Easement for the above-stated purpose.
5. After having reviewed the Agreement (attached Exhibit A) and its corresponding map, the City Council has determined that the provisions are in the best interest of the City of Orange Beach.

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 Baldwin County Electric Membership 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 21st DAY OF OCTOBER, 2025.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on October 21, 2025.

City Clerk

Exhibit "A"





**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 7, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing the City to pay legal fees from Carr, Allison, Oliver & Sisson, P.C., and Galloway, Wettermark & Rutens, LLP. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 10-21-25 25-xxx Authorize Payment Legal Fees
2. 2025.09.08 Invoice - Carr Allison
3. 2025.10.01 Invoice - Wettermark Rutens (1)
4. 2025.10.01 Invoice - Wettermark Rutens (2)

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE CITY TO PAY LEGAL FEES FROM
CARR, ALLISON, OLIVER & SISSON, P.C., AND
GALLOWAY, WETTERMARK & RUTENS, LLP**

FINDINGS:

1. The City of Orange Beach is steadfast in ensuring its operations and the actions of its Mayor, Council, Officers, and Employees are transparent and in compliance with all Alabama laws.
2. From time to time, the Mayor, Council members, Officers and/or Employees are forced to personally incur legal fees for actions arising out of discharge of official activities.
3. The Mayor incurred legal fees from Wettermark, Rutens law firm in the amount of Four Hundred Twenty Dollars (\$420.00) for representation and from Carr Allison law firm in the amount of Nine Hundred Eighty Dollars (\$980.00) for fees for a special master appointed by the Court. The City incurred legal fees from Wettermark, Rutens law firm in the amount of Seven Thousand Four Hundred Seventy-Five Dollars (\$7,475.00). The Mayor and the City were involved in the case and both prevailed motions filed. The litigation was in reference to civil litigation designated as Baldwin County Circuit Court Case No. 05-CV-2024-900726, Ybarra v. Foster.
4. The City Council has determined that expending funds for legal fees incurred by Mayor, Council, Officers or Employees of the City as a result of discharge of official duties serves a public purpose and is in the best interest of the health, safety and welfare of the citizens and visitors of the City of Orange Beach, Alabama.
5. The City Council has considered the matter and determined that the above-stated cause involved matters of proper corporate interest and that actions taken were on behalf of the City of Orange Beach while in the discharge of official duties.

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

1. That the City Council of the City of Orange Beach, having determined a public purpose exists, circumstances involved matters of proper corporate interest, actions taken were on behalf of the City in the discharge of official duties and the best interest of the City will be served, hereby authorizes the use and expenditure of funds to pay legal fees from Carr, Allison, Oliver & Sisson, P.C., and Galloway, Wettermark & Rutens, LLP, associated with Baldwin County Circuit Court Case No. 05-CV-2024-900726 and as attached hereto; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 21st DAY OF OCTOBER, 2025.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on October 21, 2025.

City Clerk

CARR ALLISON

100 Vestavia Parkway
Birmingham, AL 35216
(205) 822-2006

Tax ID # 72-1351859
September 8, 2025

Galloway Wettermark Rutens, LLP
David F. Walker
PO Box 16629
Mobile, AL 36616

Bill Number 603847
Billed through 09/03/2025

003821 00008 JWW

Anthony Eric Ybarra, Sr. v. Ashlea Shae Foster
05-CV-2024-900726

EMAIL

BILL TO BE SPLIT 50/40/10
HARRY STILL, ESQ. TO PAY \$4,900.00
ROBERT GOTTLIEB, ESQ. TO PAY \$3,920.00
DAVID WALKER, ESQ. TO PAY \$980.00

FOR PROFESSIONAL SERVICES RENDERED

05/21/25	JWW	Receive and review letter from Rob Gottlieb advising of my appointment as Special Master by Judge Bishop, setting forth the individual discovery motions I need to consider and setting forth dates in June and July when he is available for a hearing (Harry Still copied); receive and review Judge Bishop's Order appointing me as Special Master; review my calendar to determine open dates that align with those proposed by Rob Gottlieb; e-mail to Rob Gottlieb and Harry Still advising I will provide a formal letter soon, but wherein I set forth my available dates in June and early July for a hearing, and offered to hold the hearing at my office at 9:00 AM;	0.70	hrs
05/27/25	JWW	Formal letter to counsel setting forth my hourly rate as Special Master, Judge Bishop's assigning language in his Order, and discussing dates when I am available for the hearing; e-mail communications with both sides thereafter agreeing on 6/11 for the hearing, then having to re-emphasize my early July dates as we have no conference rooms available; return TC to Rob Gottlieb--left message;	0.70	hrs
05/28/25	JWW	Receive lengthy TC from Rob Gottlieb wherein he provided the background facts of the case; e-mail exchange with Gayle Williams of Harry Still's office, copy to all, wherein she advised of Harry's July dates and wherein I set the hearing on all pending motions on July 8, 2025 at my office at 9:00 AM, requesting briefs and proposed Orders to be submitted no later than July 3rd;	0.70	hrs

06/16/25	JWW	Locate and review Objection to Non-Party Subpoena filed on behalf of Tony Kennon by attorney Andy Rutens; TC with Andy Rutens advising him of Judge Bishop's Order appointing me as Special Master over the pending discovery disputes, including his Objection and advising of our 7/8/25 meeting; e-mail to Andy Rutens, copy to other counsel, attaching and discussing the Order appointing me as Special Master, his objection to a non-party subpoena issued by Harry Still, and inviting him to participate in the 7/8 hearing; receive and review responsive e-mail from Andy Rutens re: he will attend the hearing;	1.40	hrs
07/03/25	JWW	Receive and review e-mail from Rob Gottlieb's assistant attaching his letter; responsive e-mail to Rob Gottlieb, Harry Still and their assistants acknowledging receipt of the letter, and advising that they should copy my new assistant Kim Rice on all e-mails going forward; receive and review e-mail from Gayle Williams attaching Harry Still's letter; responsive e-mail to Gayle and Harry acknowledging receipt of same;	0.20	hrs
07/08/25	JWW	Detailed review of all motions, responses, briefs, attachments, exhibits, deposition testimony, etc. in preparation for today's hearing on all pending motions; conducted a detailed hearing as Special Master on all pending discovery motions (lasted a little over two hours)--took all motions under submissions and set a 5:00 PM deadline on 7/11 for proposed Special Master Orders to be submitted; begin working on Special Master's Report of Hearing on Pending Motions;	6.30	hrs
07/09/25	JWW	Careful review and study of the YouTube video that Harry Still provided and had requested that I review--video is 91 minutes long, but I stopped and started it often to study it, and reviewed several sections of it multiple times; TC with Judge Bishop advising him of the hearing held yesterday, I will issue a Special Master's Notice today, we disposed of several pending motions, etc. and wherein I estimated the time frame for me to provide my Preliminary Determinations on the pending discovery motions; finalize my Special Master's Report of Hearing on Pending Motions; e-mail to Judge Bishop, copy to all counsel who attended the hearing, attaching and discussing my Special Master's Report of Hearing on Pending Motions, advised that several motions are now marked MOOT, and confirmed our TC, concluding with an estimate on when I can issue my Preliminary Determinations;	3.90	hrs
07/11/25	JWW	E-mail exchanges with attorneys David Walker and Harry Still, copy to all counsel, wherein I acknowledged receipt of each of their proposed Special Master Orders;	0.20	hrs
07/15/25	JWW	Reviewing Alabama Rules of Civil Procedure and case law on the scope of discovery and limitations that apply; review and careful study of the proposed Orders provided by Harry Still and David Walker, and reviewed again Rob Gottlieb's proposed Order;	3.80	hrs

07/16/25	JWW	Continued review of the Alabama case law on the scope of discovery, limits on same, standards for when the court should place limits on discovery, etc.; begin working on my comprehensive Special Master's Report of Recommendations on Pending Discovery Motions;	4.80	hrs
07/24/25	JWW	Work on additional draft of my very detailed Special Master's Recommendations (Order) on all pending discovery disputes between the parties and on a non-party subpoena from plaintiff that is disputed by the non-party;	1.40	hrs
07/25/25	JWW	Final review of cases that I cite in my Special Master's Written Recommendations to ensure accuracy of the quoted language and context; work on additional drafts and finalize for filing my Special Master's Report of Recommendations on Pending Motions; e-mail to Judge Bishop, copy to all counsel, attaching and discussing my Special Master's Report of Recommendations on Pending Motions and recognizing counsel for their cooperation;	3.50	hrs
07/31/25	JWW	Receive and review via Alacourt Defendant's Motion to Compel Plaintiff's Counsel to Cooperate with Discovery Process; receive TC from Rob Gottlieb inquiring as to whether the Special Master has jurisdiction over the newly filed motion or Judge Bishop has jurisdiction--I advised Judge Bishop and explained why;	0.40	hrs

Total fees for this matter**\$9,800.00****BILLING SUMMARY**

Wells, Judson W.	0.70 hrs	175.00 /hr	24.50
Wells, Judson W.	27.30 hrs	350.00 /hr	955.50

TOTAL FEES	28.00 hrs	\$980.00
TOTAL EXPENSES		\$0.00

TOTAL CHARGES FOR THIS BILL**\$9,800.00****SPLIT PARTIES**

Billing Party	%	Current Billing
Galloway Wettermark Rutens, LLP	10.00	980.00
C. Robert Gottlieb, Jr., P.C.	40.00	3,920.00
The Law Office of Harry Still, III, LLC	50.00	4,900.00

**PLEASE INCLUDE OUR BILL NUMBER WITH YOUR PAYMENT.
OUR FEDERAL TAX ID NUMBER IS 72-1351859. THANK YOU.**

Galloway Wettermark & Rutens, LLP

P.O. Box 16629
Mobile, Alabama 36616-0629
Phone No.: (251) 476-4493
Fax: (251) 479-5566
Federal Tax ID: 63-0328767
Statement as of: 10/01/2025
Statement No: 0

City of Orange Beach
c/o Jamie Logan
4099 Orange Beach Blvd.
Orange Beach, AL 36561

25-2847: Ybarra in re: City of Orange Beach
Kennon, Tony

Professional Fees				Hours
05/06/2025	DFW	Conference with defense counsel Rob Gottlieb re: Danny Williams matter and allegations being made by plaintiff counsel against the City in the Ybarra litigation; Multiple conferences with City Attorney re: the Ybarra litigation.		1.80
05/07/2025	DFW	Analyze deposition transcripts for allegations concerning the City.		3.10
05/08/2025	DFW	Conference with attorney for defendant in lawsuit filed by Estate of Danny Williams re: allegations made against the mayor and police department.		1.10
05/13/2025	DFW	Correspondence with defense counsel Gottlieb re: ongoing smear tactics of plaintiff counsel; Analyze relevant authorities, including statutes, cases, and AG opinions, re: City's payment of attorney fees; Analyze latest filings in response to objections to subpoenas.		3.90
05/15/2025	DFW	Develop memorandum on allegations and authority to pay legal fees.		2.90
05/16/2025	DFW	Meeting with City Attorney and City Administrator to discuss strategy (pro rated).		1.80
05/20/2025	DFW	Conference with defense attorney Gottlieb re: ongoing inappropriate discovery efforts by plaintiff counsel.		1.00
05/21/2025	AJR	Emails Gottlieb re: Plaintiff's claims.		0.30
05/29/2025	DFW	Develop correspondence to client re: status of discovery and proposed resolution.		0.30
07/03/2025	DFW	Analyze multiple court filings by plaintiff, including response to nonparty objection to subpoena for the mayor's telephone records.		1.40
07/16/2025	DFW	Analyze notices of claim by Ybarra and also by his attorney.		0.60
Sub-total Fees:				\$4,459.00

Rate Summary

Andrew J. Rutens	0.30 hours at \$245.00/hr	73.50
David F. Walker	17.90 hours at \$245.00/hr	4,385.50
Total hours:	18.20	

Expenses

		Units	Price	Amount
05/16/2025	Out-of-town travel - mileage to/from Orange Beach for client meetings. 119 @ \$.70 (split between three matters).	1.00	27.77	27.77
Sub-total Expenses:				\$27.77
Total Current Billing:				\$4,486.77
Total Payments:				\$0.00
Total Now Due:				\$4,486.77

Galloway Wettermark & Rutens, LLP

P.O. Box 16629
Mobile, Alabama 36616-0629
Phone No.: (251) 476-4493
Fax: (251) 479-5566
Federal Tax ID: 63-0328767
Statement as of: 10/01/2025
Statement No: 0

Tony Kennon
4303 Harbor Cove Road
Orange Beach, AL 36561

25-2826: Matters of Tony Kennon
Kennon, Tony

Professional Fees				Hours
05/06/2025	AJR	Emails Logan re: subpoena response.		0.30
05/06/2025	DFW	Develop and file objection to plaintiff's subpoena for cell phone records.		1.10
05/13/2025	AJR	Emails Gottlieb re: phone subpoena.		0.30
05/13/2025	AJR	Analyze correspondence from Gottlieb re: Mayor phone subpoena.		0.40
05/19/2025	DFW	Analyze order appointing special master over discovery issues; Develop resolution to authorize payment of legal fees for mayor, council, police department, and fire department.		1.20
05/21/2025	DFW	Analyze correspondence from counsel for Shae Foster to the Special Master concerning ongoing discovery issues and pending motions.		0.30
06/02/2025	AJR	Analyze correspondence from Gottlieb re: pleadings and city response.		0.50
06/16/2025	AJR	Telephone call Judson Wells re: case posture.		0.50
06/16/2025	DFW	Correspondence with special master appointed to resolve all discovery disputes.		0.30
07/08/2025	DFW	Prepare for and attend hearing on objection to nonparty subpoena for cell phone records, and all other pending discovery motions.		4.50
07/09/2025	DFW	Analyze report from Special Master on all pending discovery motions.		0.20
07/11/2025	DFW	Analyze order from Special Master concerning all pending discovery issues; Correspondence with Special Master re: same; Develop proposed order for Judge Bishop and correspondence re: same; Multiple correspondence with plaintiff counsel and defense counsel re: ongoing discovery issues.		2.70
Sub-total Fees:				\$2,460.00

Rate Summary

Andrew J. Rutens	2.00 hours at \$200.00/hr	400.00
David F. Walker	10.30 hours at \$200.00/hr	2,060.00
Total hours:	12.30	

Total Current Billing: \$2,460.00

Total Payments: \$0.00

Total Now Due:		\$2,460.00
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**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 7, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a performance agreement with the Garner C. Tampary Memorial Foundation, Inc., for the "3rd Annual Merry Memories Tinsel Trail" event. (MA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 10-21-25 25-xxx Authorize Performance Agreement Garner Tampary Memorial Foundation Tinsel Trail Event
2. 2025.10.03 Performance Agreement Tinsel Trail Garner Tampary Foundation
3. 2025.10.03 Performance Agreement Tinsel Trail Garner Tampary Foundation - Map

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PERFORMANCE AGREEMENT WITH THE
GARNER C. TAMPARY MEMORIAL FOUNDATION, INC.
FOR THE “3rd ANNUAL MERRY MEMORIES TINSEL TRAIL” EVENT**

FINDINGS:

1. The City wishes to engage the Garner C. Tampary Memorial Foundation, Inc., an Alabama non-profit corporation (Contractor) to provide the “3rd Annual Merry Memories Tinsel Trail” event on the lawn and a gazebo at Orange Beach Waterfront Park, and a portion of the Coastal Arts Center lawn, for the City’s holiday season and to advertise and promote the City. The event will be open to the public and will bring economic benefit to local businesses as well as have a general positive impact on the community as a recreational holiday themed and family friendly event.
2. After having reviewed the performance agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama and a public purpose is served.
3. The term of this agreement shall be effective on November 22, 2025, after its adoption by the City Council and execution by the Mayor, and shall continue in full force and effect through December 30, 2025.

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

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the Performance Agreement (attached Exhibit A) in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the Garner C. Tampary Memorial Foundation, Inc., as an act for and on behalf of the City of Orange Beach, subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 21st DAY OF OCTOBER, 2025.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on October 21, 2025.

City Clerk

PERFORMANCE AGREEMENT

This Performance Agreement is entered into between the City of Orange Beach, Alabama, a municipal corporation (“the City”) and Garner C. Tampary Memorial Foundation, Inc., an Alabama non-profit corporation (“the Contractor”).

WHEREAS, the Contractor is an organization with the mission to raise awareness and advocate for public safety, specifically seatbelt safety;

WHEREAS, the Gulf Coast and the City are the location of many events that have a significant positive impact on the City and its citizens;

WHEREAS, during the Thanksgiving and Christmas holiday season, the City and its citizens and visitors participate in a number of community-wide holiday events;

WHEREAS, the Contractor and the City wish to have an event entitled Merry Memories Tinsel Trail (“the Event”), which was held for the first time in 2023;

WHEREAS, the Event is expected to draw support and participation from local citizens and businesses as well as draw visitors and guests to the City, which will stimulate the local economy thru increased revenues for businesses, the City, and the Gulf Coast as well as have a general positive impact on the morale of the community;

WHEREAS, the Contractor will hold the Event from November 28, 2025, to December 25, 2025, on the lawn and a gazebo at Orange Beach Waterfront Park and a portion of the Coastal Arts Center of Orange Beach;

WHEREAS, the City wishes to engage Contractor to promote the City and the Alabama Gulf Coast through this Event;

NOW, THEREFORE, the parties agree as follows:

WITNESSETH:

That the City and the Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the Contractor, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

1. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
2. Contractor agrees that it will provide the services as set out above, and more particularly described below. The City agrees to provide certain in-kind services described below to support the event upon approval of the City Council;
3. Contractor agrees that it will provide all information required by the City, including more specifically:
 - a. A description of the event;
 - b. Photographs of the event to evidence community participation that include photographs of the crowds in attendance, entertainment, booths, and any other activities;
 - c. Screen shots that display the use of social media, including but not limited to blogs, “likes”, and comments or reviews on visitor experiences, such as Facebook, Twitter, or other social media sites;

- d. Materials that support the effectiveness of the City's support of this event, including estimates of the number of attendees at the event, the number of visitors to the City, the impact of the event on visitor spending, the impact of the event on hotel or other lodging occupancies, or other economic or tourism impacts on the City directly attributed to the event.
4. The City will provide the following in-kind services:
 - a. Use of the Arts Center lawn and a portion of Orange Beach Waterfront Park for the setup, duration and cleanup period of the event;
 - b. Electricity and necessary wiring;
 - c. Barricades in an amount needed for public safety and parking control.
5. Contractor shall:
 - a. Provide and set up live trees for the "Merry Memories Tinsel Trail" event between November 22-28, 2025;
 - b. Advertise the event and the City as a destination location for holiday vacations and visits;
 - c. Operate the event open to the public and free of charge from November 28-December 25, 2025;
 - d. Locate the event in the portion of the Orange Beach Waterfront Park and Coastal Arts Center of Orange Beach lawn most visible to Canal Road, as set out in the diagram attached hereto as Exhibit "A", in order to provide a festive holiday scene to passersby;
 - e. Execute and comply with the City's Special Event Permit Application attached hereto as Exhibit "B", for use of the outdoor grounds;
 - f. Clean up and removal of trees and other event item between December 26-30, 2025.
6. This Agreement shall be effective from November 22, 2025, and will expire on December 30, 2025, upon approval of the Agreement by the City Council. The City shall have the right to immediately terminate this Agreement, with or without notice or cause, should Contractor breach any of its obligations under this Agreement. The City's right to enforce such obligations survives the expiration or termination of this Agreement.
7. Notwithstanding anything written herein to the contrary, all commitments made herein by the City are subject to the discretion of the City. If at any time the City determines that a public need arises that requires the denial or withdrawal of any in-kind service, then the City shall not longer be obligated or required to provide such in-kind services.
8. Contractor agrees to indemnify and hold harmless the City, its officials, agents, employees, departments, and representatives from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind which arise from, or which are in any way related to the work done, duties or obligations performed by Contractor pursuant to this Agreement, including any fees, expenses or costs incurred by the City as a result of any enforcement of compliance with this Agreement or defending any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.
9. Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Contractor, and shall not be liable for any debts or obligations incurred by Contractor, nor shall the City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the Contractor, or sums earned or derived by the Contractor, nor shall Contractor at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

10. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or manner in which services by the Contractor, provided for herein, are performed, but on the contrary, the Contractor shall be wholly responsible therefore.
11. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for the City's having entered in this Agreement. Therefore, Contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein, without the prior written consent of the City, which such consent shall be granted or denied solely at the City's discretion.
12. Contractor hereby agrees to strictly comply with all ordinances of the City and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.
13. Contractor agrees that upon violation of the covenants and agreements herein contained, on account of any act or omission or commission of the Contractor, City may, at its option, terminate and cancel this Agreement.
14. Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with this Event.
15. Contractor shall maintain in full force and effect, liability and comprehensive insurance coverage for the Event, a copy of the certificate of insurance naming the City as an additional insured, being attached hereto. Said insurance coverage will not be altered or terminated without 30 days prior written notice to the City.
16. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following addresses:

To the City:

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

With a required copy to:

City Attorney
City of Orange Beach
Post Office Box 458
Orange Beach, Alabama 36561

To the Contractor:

Mr. Mark Tampary
26560 Magnolia Avenue
Orange Beach, Alabama 36561

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

18. Any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the party against whom enforcement is sought.
19. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.
20. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be Baldwin County, Alabama.
21. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement.

Dated this _____ day of _____, 2025.

CITY OF ORANGE BEACH, ALABAMA
A Municipal Corporation

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

GARNER C. TAMPARY MEMORIAL
FOUNDATION, INC.

By: _____
Mark Tampary
President

STATE OF ALABAMA

COUNTY OF BALDWIN

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

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

(SEAL)

Notary Public, State of Alabama
My Commission Expires: _____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Mark Tampary, as President of the Garner C. Tampary Memorial Foundation, Inc., whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the above and foregoing, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

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

(SEAL)

Notary Public, State of Alabama
My Commission Expires: _____



Kids Park

CANAL RD



**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 7, 2025**

Departments: City Clerk

Description of Topic: Ordinance amending Chapter 50, Article XIII of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Recreational Vehicle Rentals". (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2025-xxxx Amd Ch 50 Art XIII Recreational Vehicle Rentals

ORDINANCE NO. 2025-xxxx

**AN ORDINANCE AMENDING CHAPTER 50, ARTICLE XIII OF THE
CODE OF ORDINANCES FOR THE CITY OF ORANGE BEACH, ALABAMA
ENTITLED “RECREATIONAL VEHICLE RENTALS”**

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

1. That Chapter 50, Article XIII of the City of Orange Beach Code of Ordinances is hereby amended to read in its entirety as follows:

Chapter 50 - LICENSES, TAXATION AND BUSINESS REGULATIONS

Article XIII.- RECREATIONAL VEHICLE RENTALS

Sec. 50-700. - Findings.

- a. The City of Orange Beach is an Alabama class 8 municipality that has been vested with a portion of the state’s sovereign power to protect the public health, safety and welfare. Code of Ala. 1975 § 11-45-1. The city is further empowered to adopt and enforce reasonable regulations relating to the licensing of businesses within its corporate limits and police jurisdiction. Code of Ala. 1975, §§ 11-51-90 and 11-51-91.
- b. Citizens and visitors to Orange Beach enjoy abundant natural resources, including beaches, bays, inlets, and scenic views. The city is a tourist destination and there are many local businesses offering various recreational vehicle opportunities to enjoy the city’s attractions including the rental of golf carts, slingshots, mopeds, electric and gas scooters, motorcycles, jeeps and other recreational vehicles that are operated on certain approved roadways.
- c. Perdido Beach Boulevard is not safe for travel by recreational vehicles and visitors are often unaware of the dangers posed by doing so. Recreational vehicles are primarily rented and used by visitors.
- d. In order to protect the health, safety and general welfare and to promote the common public enjoyment of the city, it is necessary to adopt reasonable regulations for businesses engaged in the rental of certain recreational vehicles.

Sec. 50-701. - Administration and enforcement.

This article shall be administered by the City’s finance department and enforced by the Orange Beach Police Department.

Sec. 50-702. - Definitions.

All Definitions set out in Chapter 70, Article VIII of this Code are incorporated as if set out fully herein.

Licensee means any person authorized by the city to engage in the business of recreational vehicle rentals.

Recreational vehicle means any vehicle, including but not limited to golf carts, low speed vehicles, slingshots, electric or gas scooters (vespa or moped type seated scooter), motorcycles, jeeps, bicycles, e-bikes or any other recreational vehicle being rented at an hourly, daily, or weekly rate which is used or capable of being used as a means of transportation on city streets.

Sec. 50-703. - Business license required.

It shall be unlawful for any person to engage in, carry on or conduct the business of offering recreational vehicles for rent or use by the public on city roadways without first obtaining a license to do so. Licenses

for the rental of recreational vehicles shall be granted only to businesses in operation prior to the enacting date of this Ordinance (October 3, 2024) or PUD Limited Licenses as defined herein. Any such businesses already existing but not in good standing with the City shall have 30 days from its enactment to come into compliance with ordinances of the City of Orange Beach.

Sec. 50-704. - PUD Limited Licenses.

Licenses for businesses renting only golf carts or low speed vehicles where the physical location of the business is located within an approved PUD and who allows rentals only to persons residing in or occupying a residential housing unit or vacation rental unit within the same identified PUD.

Sec. 50-705. - Fee.

The annual license fee for engaging in, carrying on or conducting the business of offering recreational vehicles for rent shall be in accordance with the schedule of licenses.

Sec. 50-706. - State statutes and rules adopted.

Licensees, owners and operators shall, at all times, abide by any and all city, state and federal laws regulating the operation of each respective recreational vehicle type. No business shall rent a recreational vehicle to an unlicensed driver.

Sec. 50-707. - Golf cart ordinance.

Golf carts and low speed vehicles rented under this article shall be in compliance with and subject to regulation under the city's golf cart ordinance at all times. Every rental cart must be permitted pursuant to Chapter 70 Article VIII of this Code. No business shall rent a recreational vehicle to any unlicensed driver.

Sec. 50-708. - Allowed Cart Operating Locations.

It shall be unlawful for any business licensed under this Article to provide recreational vehicles for operation upon any roadway or property on or adjacent to Perdido Beach Boulevard (also known as State Highway 182) within the City of Orange Beach, Alabama. More specifically, included herein are any properties described as those which cannot be accessed via roadway by any means other than by accessing Perdido Beach Boulevard. An exception to this Section shall apply to the lawfully licensed and insured slingshots and jeeps, given their intended purpose to travel at speeds equivalent with typical traffic flows on this roadway at over forty (40) miles per hour.

Sec. 50-709. - Rental vehicle markings.

In addition to any other markings or tags required by law, each recreational vehicle offered for rent or use by the public shall have the name of the rental business clearly printed on or affixed to the vehicle in an easily visible location. Golf carts shall have attached to them a white flag with black, block letters identifying them as rental equipment. Placement of the flag shall not impede the views by driver of the rental vehicle or other vehicles. All rental vehicles shall also have attached to them a notice indicating the following:

- (1) This cart is not allowed on any street with a speed limit over 25 miles per hour; and
- (2) No unlicensed driver shall operate the cart at any time.

Sec. 50-710. - Insurance / indemnification.

Each licensee shall at all times maintain general liability insurance covering all aspects of the activities hereby licensed, with limits no less than \$1,000,000 per accident, naming the City of Orange Beach as an additional insured. The licensee shall provide a current and complete copy of said policy, including all endorsements, to the finance department and the terms of coverage shall prohibit termination or cancellation without at least 30 days' prior written notice to the finance department of the city, at 4099 Orange Beach Boulevard, Orange Beach, Alabama 36561. Licensee shall indemnify and hold harmless

the City of Orange Beach, its elected officials, and employees from and against all claims resulting directly or indirectly from activities related in any way to the business engaged under the authority of this article.

Sec. 50-711. - Immediate order to close.

In addition to authority conferred by otherwise applicable law, the police chief is hereby authorized to order the closing of the business of any licensee not in compliance with any of the requirements of this article until the next meeting day of the city council if he or she finds that the condition of violation materially compromises the public good or safety and that the licensee or the agent or employee of the licensee in charge of the licensee's rental site is aware of the condition of violation and cannot or will not remedy the violation in the manner and time period necessary to avoid materially compromising the public good or safety.

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

ADOPTED THIS 4TH DAY OF NOVEMBER, 2025.

Renee Eberly
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies
that the foregoing ORDINANCE 2025-xxxx
was posted on _____ in the following three
(3) public places:
Orange Beach City Hall _____
Orange Beach Post Office _____
Orange Beach Public Library _____

Renee Eberly, City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 7, 2025**

Departments: City Clerk

Description of Topic: Ordinance amending Chapter 70, Article VIII of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Golf Carts". (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2025-xxxx Amd Ch 70 Art VIII Golf Carts

ORDINANCE NO. 2025-xxxx

**AN ORDINANCE AMENDING CHAPTER 70, ARTICLE VIII OF THE
CODE OF ORDINANCES FOR THE CITY OF ORANGE BEACH, ALABAMA
ENTITLED “GOLF CARTS”**

FINDINGS:

1. The City Council of the City of Orange Beach adopted Ordinance No. 2021-1398 pursuant to powers granted to Baldwin County municipalities by Ala. Const. §2-9.00 establishing Chapter 70, Article VIII, entitled “Golf Carts”, and further amended that article by adopting Ordinance No. 2024-1487 on October 1, 2024.
2. The City Council has determined that golf cart travel continues to increase in popularity, and has received multiple recommendations for amending Chapter 70, Article VIII of the City Code from various Departments who play an intricate part in the assessment and policing of golf cart owners and operators.
3. It has been recommended by the Legal Department that amendments be made to the definitions located within to correct previous scrivener's errors and further align the application of the Golf Cart Ordinance with related Sections of the City of Orange Beach Code of Ordinances.
4. The City Council of the City of Orange Beach has determined that these amendments are in the best interest of the City of Orange Beach and its citizens and visitors.

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

1. That Chapter 70, Article VIII of the City of Orange Beach Code of Ordinances is hereby amended to read in its entirety as follows:

Chapter 70 - TRAFFIC AND VEHICLES

Article VIII.- GOLF CARTS

Sec. 70-270. - Authority.

This article is adopted pursuant to the general police powers granted Alabama municipalities, Code of Ala. 1975, § 11-45-1, and in accordance with Ala. Const. § 2-9.00 (hereinafter referred to as "§ 2-9.00").

Sec. 70-271. - Administration and enforcement.

- (a) The city's police chief or designee shall be responsible for the administration and enforcement of this article.
- (b) The police chief shall have authority to adopt policies and procedures to administer this article consistent with the purpose and intent of this article.
- (c) Such policies shall not have the effect of waiving the requirements of this article.

Sec. 70-272. - Findings.

- (a) Orange Beach is a resort island community that is a destination for thousands of visitors each year.
- (b) The island has but three arterial roads—State Highway 180, also known as Canal Road; State Highway 182, also known as Perdido Beach Boulevard; and State Highway 161, also known as Orange Beach Boulevard—all of which are multi-lane state highways with speed limits in excess of 40 miles per hour.

- (c) Traditional golf carts (hereafter "carts") are not designed or manufactured for use on public highways and do not conform to the safety standards of conventional automotive vehicles.
- (d) Carts are nonetheless popular and residents within the city desire to have the option to operate their golf carts on a limited basis in order to access certain amenities adjacent to their neighborhoods.
- (e) Alabama law, specifically Ala. Const. § 2-9.00, allows cities in Baldwin County to designate streets on which golf carts may safely travel after considering several factors, including the speed, volume, and character of motor vehicle traffic using the street. Alabama law also allows the city to regulate businesses within the city, Code of Ala. 1975, § 11-51-90.
- (f) The City Council determines that golf carts may safely travel on or across streets designated herein. The designation in this article of certain streets on which golf carts may safely travel is not a determination or representation by the city that operation of golf carts on such streets is in fact safe or advisable under all conditions. The Council notes that owners must use due diligence and extreme caution in the operation of golf carts at all times.
- (g) All persons operating golf carts must be observant of, and attentive to the safety of themselves and others, including their passengers, other motorists, bicyclists, and pedestrians.
- (h) All persons who operate or ride carts on public streets inside the city do so at their own risk and peril, and no permit for the operation of a cart on public streets shall be issued except upon execution by the owner of the cart of a written undertaking to indemnify and hold the city, its officials, officers, agents, and employees harmless from any and all liability of any kind or character directly or indirectly associated with such operation

Sec. 70-273. - Definitions.

As used in this Article, the following terms shall have the following meanings, without regard to capitalization.

Cart or Golf Cart means a four-wheeled, self-propelled vehicle used to transport persons or property, that is designed to operate at speeds no greater than 25 miles per hour. This definition includes low-speed vehicles.

Decal means the sticker or placard issued by the City containing a valid permit number to be affixed to all permitted carts.

Designated cart street means the following public streets within the corporate limits of the city designated under this section for the use of carts. Cart streets shall be marked with appropriate signage advising that the street may be utilized by carts:

STREET NAME
1st St
2nd St
3rd St
4th St
Adams Ave
Alabama St
Anchor Ln
Andrews Ln
Antigua Dr
Armadillo Ave
Avenue C
Avenue D
Baldwin Ave
Barbados Dr

STREET NAME
Garrett Ln
Georgia St
Greentree Ln
Gulf Ave
Gulf Rd
Harbor Rd
Hayden Dr
Hickory Ln
Hideaway St
Holder Rd
Holley Ln
Holly St
Illinois St
Ivy Ln

STREET NAME
Pelican Pl
Pensacola Ave
Perdido Ave
Perdido Gate Dr
Perdido Point Dr
Pine Blvd
Pine Cir
Pine Rd
Pine Way
Pinetree Ln
Pinewood Cir
Polaris St
Pompano Dr
Raley Ln

Barnes Ln	Jackson Ave	Regal Oaks Dr
Barracuda St	Jefferson Ave	Regal Oaks Ln
Bay Cir	John Snook Dr	Regatta Ln
Bay Dr	Jubilee Point Rd	Rollins Rd
Bay La Launch Ave	Julio Courte Ln	Roman Vista Pl
Bayland Dr	Juniper St	Romeo Ln
Bayou Dr	Lake Rd	Russell Dr
Bayou Rd	Lauder Ln	Safeharbor Dr
Bayou St John Ave	Lauder Pl	Sailfish Ln
Bear Point Ave	Lee Ave	Sampson Ave
Beaver Creek Ln	Lexmark Ct	Sandy Hill Cir
Bent Tree Cir	Lianna Ct	Seville Cir
Black Bear Ln	Long Ln	Sheril Ln
Boat Basin Rd	Look Rook Rd	Snapper St
Boat St	Loop Rd	South Bayshore Dr
Bobcat Ln	Louisiana St	Spinnaker Way
Bonito Ave	Low Dr	St. Lucia Dr
Burkart Dr	Madison Ave	Starboard Ln
Burkart Ln	Magnolia Ave	Suarez Dr
Callaway Dr	Magnolia Cir	Surrey Ln
Canal Square	Magnolia Dr	Sweetwater Dr
Caribe Dr	Majestic Ct	Tarpon Ln
Carleton Dr	Manor Cir	Taylor Ave
Carney Dr	Martinique Ct	Terry Cove Dr
Carondelette Dr	Martinique Dr	Tiger Brown Ave
Caswell Pl	Mauldin Ln	University Ln
Claudette Cir	Mini Ln	Virginia St
Cobia Ave	Mississippi Ave	Walker Ave
Commerce Park Dr	Mobile Ave	Walker Dr
Commercial Ave	Money Bayou Rd	Washington Ave
Compass Ln	Moses Rd	Washington Blvd
Cotton Bayou Dr	Nana Brown Ave	Webster Ln
Cotton Bayou Ln	Nancy Ln	West Oak Ridge Dr
Cotton Way	North Bayshore Dr	West Perdido Ave
Cove Dr	Oak Ave	White Ave
Coyote Ln	Oak Cir	William Silvers Pkwy
Cross Ln	Oak Ridge Loop	Wilson Blvd
Cypress St	Oak St	Wolf Bay Ave
Davis Dr	Orange Ave	Wolf Bay Cir
Dogwood Ln	Orion St	Wolf Bay Ter
Dowty Ln	Ornacor Ave	Wolfhead Ave
East Beach Blvd	Palmetto Dr	Woodglen Dr
East Oakridge Dr	Park Cir	Woodglen Trace
Easy St	Park Dr	Yellowfin St
Fleetwood Cir	Park Ln	
Florida Ave	Parkway Rd	

By resolution of the city council adopted from time to time subsequent to the enactment of this section, the list of designated cart streets may be amended by the addition of other streets or the deletion of streets previously listed, provided, however, no street on which the speed limit is greater than 25 miles per hour shall be designated as a designated cart street.

Department means the Orange Beach Police Department.

Multi-use path means a pathway within the corporate limits of the city that has been designated by the city council as appropriate for multi-use.

Driver's license means a license to operate a motor vehicle (automobile) pursuant to Code of Ala. 1975, § 32-6-1.

Multi-use cart path means a path designated for use by pedestrians, bicyclists and carts.

Municipal service vehicle means a city-operated motorized vehicle or piece of equipment when in service for the provision of public safety or public maintenance services or other official City use.

Off-road recreational vehicle means vehicles intended to be used off-road, including, but not limited to, ATVs, 4-wheelers, UTVs and MUVs.

Operate means to drive or utilize a cart or other recreational vehicle for transportation or any other purpose within the corporate limits of the city.

Operator means the person in control of the steering and propulsion of the cart or other recreational vehicle at a given time.

Owner means a person holding legal title of golf cart as described herein.

Permit means authorization issued by the City of Orange Beach authorizing operation of a golf cart within the City, subject to the provisions of this Code.

State tagged cart means a golf cart, low speed vehicle, or neighborhood electric vehicle that is registered with and licensed by the State of Alabama under Code of Ala. 1975, tit. 32. State tagged carts are included in the definition of Golf Cart for purposes of this ordinance and are subject to regulations of this ordinance.

Sec. 70-274. - Permit required.

- (a) No person may operate a cart or allow a cart to be operated within the Corporate Limits of the City without a permit issued by the department. All carts operated within the City must be permitted whether operated for personal or commercial use.
- (b) To obtain a permit, the owner of the cart must make application to the department on such forms as may be required by the police chief and pay an inspection fee of \$100.00. Fees may be increased or decreased from time to time by resolution of the city council. Fees shall be non-transferable and non-refundable.
- (c) Permits shall expire every four calendar years beginning December 31, 2024.
- (d) Each cart shall be inspected by the department to ensure that it is equipped with head lights mounted no higher than 36 inches, brake lights, turn signals, a windshield, a rear-view mirror, brakes, and steering apparatus. No permit shall be issued for any cart that fails such inspection.
- (e) No permit shall be issued without proof of liability insurance held by the owner of the cart. The required minimum liability limits for the operation of the cart shall be the same as those required by the State of Alabama for operation of a motor vehicle.
- (f) Each permitted cart shall display the permit decal on each side of the cart with the issued expiration year sticker affixed to the lower right hand corner indicating the expiration date of the permit.

- (g) Permits may be denied based upon prior violations of this article. Denials may be appealed to the City Council upon written request filed with the City Clerk.

Sec. 70-275. - Operating rules and violations.

- (a) It shall be a violation of this article for any person to operate a cart within the Corporate Limits of the City of Orange Beach without a valid permit and decal as required by section 70-274.
- (b) It shall be a violation of this article for any person to operate a cart except in strict accordance with the following operating rules:
 - (1) The cart operator must have a valid drivers' license issued by a state or other governmental authority.
 - (2) The headlights on the cart shall be illuminated at all times when it is in operation regardless of the time of operation and shall not be illuminated above 36 inches.
 - (3) Operators must adhere to all state and municipal laws applicable to the operation of motor vehicles, including, without limitation, all laws concerning the operation of a vehicle under the influence of alcohol or drugs.
 - (4) Operators may not overtake and pass in the same lane occupied by the vehicle being overtaken.
 - (5) A cart may not be operated between lanes of traffic or between adjacent lines or rows of vehicles.
 - (6) Carts may not be operated two or more abreast in a single lane.
 - (7) Cart drivers must yield the right-of-way to overtaking vehicles at all times.
 - (8) The maximum occupancy of a cart shall be limited to the number of occupants the cart is designed to seat. No cart shall be operated unless all occupants are seated.
 - (9) No cart shall be parked in a designated handicapped parking space unless the driver or at least one passenger has a valid handicap parking permit that is displayed on the cart.
- (c) It shall be a violation of this article to operate a cart on any sidewalk, street, road, or highway within the corporate limits or police jurisdiction of the city that is not a designated cart street.
- (d) It shall be a violation of this article to allow a minor not possessing a valid driver's license to operate a cart on any multi use path, sidewalk, street, road, or highway within the City.
- (e) It shall be a violation of this article to operate a cart in an unsafe or dangerous manner.

Sec. 70-276. - Penalties.

- (a) *Criminal penalty.* Any person committing a violation of this article shall, upon conviction, be punished by imposition of a fine of up to \$50.00.
- (b) *Suspension/revocation of cart privileges.* The police chief or his designee may suspend or revoke the permit of any cart that has been operated in violation of this article as evidenced by the sworn statement of a law enforcement officer, including but not limited to operation by an unlicensed driver. Suspension shall not exceed a period of 30 days per violation. A municipal court conviction shall not be required for proof of violation triggering suspension or revocation. The owner may appeal the decision to the city council by filing an appeal with the city clerk within ten days from the action suspending or revoking the permit. After receiving all relevant evidence pertaining to the suspension or revocation, the city council in its discretion may uphold or reverse the suspension or revocation of the permit. Revoked permits shall be ineligible for renewal or reinstatement for a period of 6 months.

Sec. 70-277. - Section supplementary to federal and state regulations.

The provisions of this article shall be interpreted as supplementary to all other municipal, state and federal laws and regulations now or hereafter in force, and compliance with this article does not relieve an individual from the requirement of compliance with all other applicable municipal, state and federal laws and regulations, if any.

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

ADOPTED THIS 4TH DAY OF NOVEMBER, 2025.

Renee Eberly
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies that the foregoing **ORDINANCE 2025-xxxx** was posted on _____ in the following three

(3) public places:

Orange Beach City Hall _____

Orange Beach Post Office _____

Orange Beach Public Library _____

Renee Eberly, City Clerk