



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Solid Waste Authority Meeting 10/21/2025
2. Regular Council Meeting 10/21/2025
3. Committee of the Whole 10/21/2025

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

1. Discuss appointments of City Attorney, City Clerk, City Treasurer/Finance Director, Fire Chief, and Police Chief. (RE)
2. Discuss depositories and authorized signatures on bank depositories. (RE)
3. Discuss construction of a new multipurpose facility on the Police Department campus. (TJ)

Resolutions

1. Resolution amending the fee schedule for the Orange Beach Shooting Complex. (WS)
2. Resolution authorizing execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide construction materials testing services for the new Fire Training Facility in an amount not to exceed \$20,000. (GS)

3. Resolution authorizing execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical exploration and engineering services for a new Police Multipurpose Facility in an amount not to exceed \$3,000. (GS)
4. Resolution authorizing an updated appraisal of the Event Center by The Appraisal & Consultant Group, Inc., in an amount not to exceed \$10,000. (FH)
5. Resolution authorizing execution of a professional services agreement with Gerald Mills for theatrical performance direction for "Guys and Dolls". (SB)

Public Hearings

1. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0905-PUDA-25, Jones Duplexes PUD Modification - Turquoise Village on November 18, 2025.

Ordinances

V. Public Comments

VI. Adjourn

**MINUTES OF THE
ORANGE BEACH SOLID WASTE AUTHORITY
OCTOBER 21, 2025 – 4:50 P.M.
CITY HALL – COUNCIL CHAMBERS**

I. CALL TO ORDER Mayor Kennon called the meeting to order at 4:58 P.M.

II. ROLL CALL

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

Absent: Councilmember Jeff Boyd

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

III. CONSIDERATION OF AGENDA

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

IV. NEW BUSINESS

1. Approval of a 5% rate increase by BFI Waste Services, LLC, dba Republic Services, for 2026.
Motion made (Mitchell/Johnson) to approve the rate increase. Vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Kennon, aye. **Passed. (5-0).**

V. ADJOURN

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

Time: 4:59 P.M.

APPROVED this the 18th day of November, 2025.

Renee Eberly
City Clerk

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
OCTOBER 21, 2025 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 4:59 P.M.
- II. INVOCATION** Associate Pastor Matt Baker, Island Church
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

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

Absent: Councilmember Jeff Boyd

V. CONSIDERATION OF AGENDA

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

Regular Council Meeting 09/16/2025

Committee of the Whole 09/16/2025

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> | |

Breanna Earls, Librarian, gave an update on upcoming library events.

- | | |
|---|------------|
| 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> | |

Councilmember Silvers recognized outgoing Councilmembers Annette Mitchell (11 years), Joni Blalock (21 years), and Jeff Boyd (13 years).

Janice Mason, resident, praised the Police Department's Citizens Academy program, and asked Council to consider providing vests for K-9 dogs and an indoor firing range.

Councilmember Silvers reminded the audience about the upcoming Battle of the Badges softball tournament.

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; Johnson, aye; Mitchell, aye; Blalock, 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; Johnson, aye; Mitchell, aye; Blalock, aye; Kennon, aye. **Motion passed. (4-0-1).**

VIII. PRESENTATIONS

IX. RECOGNITIONS

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

Resolutions

1. Resolution authorizing execution of an agreement regarding the Baldwin County Interoperability Communications System for Police and Fire Protection Services. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Blalock/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution authorizing execution of an agreement to grant an underground electric line easement to Baldwin County Electric Membership Corporation. **Motion made (Mitchell/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. Resolution authorizing the City to pay legal fees from Carr, Allison, Oliver & Sisson, P.C., and Galloway, Wettermark & Rutens, LLP. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Mitchell/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
7. Resolution authorizing the execution of a use agreement with the Town of Elberta for safety barricades for the 2025 Elberta German Sausage Festival. **Motion made (Johnson/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

Ordinances

1. First Reading – Ordinance amending Chapter 50, Article XIII of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Recreational Vehicle Rentals". **Motion made (Mitchell/Blalock) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, nay; Johnson, nay;

Mitchell, aye; Blalock, aye; Kennon, nay. **Motion failed. (2-3).** Ordinance will move forward to a second reading.

2. First Reading – Ordinance amending Chapter 70, Article VIII of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Golf Carts". No action taken. Ordinance will move forward to a second reading.

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: 5:11 P.M.

APPROVED this the 18th day of November, 2025.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
OCTOBER 21, 2025 – 5:11 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the November 4, 2025, agenda.

The following members were present:

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

The following members were absent:

Councilmember Jeff Boyd

The following items were discussed:

1. Resolution declaring Automated External Defibrillators owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to the Alabama Charter Fishing Association (ACFA).
2. Resolution authorizing execution of an agency agreement with JJPR, LLC, for public relations and marketing professional services.
3. Resolution authorizing execution of a professional services agreement with Heidi Lemon for theatrical performance dance instruction for "Guys and Dolls".
4. Resolution authorizing the purchase of a Vehicle for the Sportsplex through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$49,116.
5. Resolution authorizing the purchase of a Vehicle for the Utilities Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$37,380.
6. Resolution authorizing the execution of a professional services agreement with Brett Blevins for tennis racket stringing services.
7. Resolution appointing members to the Board of Adjustment.
8. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0905-PUDA-25, Jones Duplexes PUD Modification - Turquoise Village. Public hearing set for November 18, 2025.

There being no further business, the meeting adjourned.

Time: 5:23 P.M.

APPROVED this 18th day of November, 2025.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 4, 2025**

Departments: City Clerk

Description of Topic: Discuss appointments of City Attorney, City Clerk, City Treasurer/Finance Director, Fire Chief, and Police Chief. (RE)

Background/Description: Appointed city officials:

City Attorney - Jamie Logan

City Clerk - Renee Eberly

City Treasurer/Finance Director - Ford Handley

Fire Chief - Jeff Smith

Police Chief, Interim - Trent Johnson

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 4, 2025**

Departments: City Clerk

Description of Topic: Discuss depositories and authorized signatures on bank depositories. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. Reso 22-221 Designate Depository and Authorized Signatures

RESOLUTION NO. 22-221

**A RESOLUTION DESIGNATING DEPOSITORIES AND
AUTHORIZED SIGNATURES ON BANK DEPOSITORIES**

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

1. That all depositories heretofore designated by the City Council as depositories for funds of the City of Orange Beach, Alabama, be and are hereby re-designated and reaffirmed as follows:

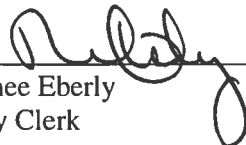
Bryant Bank General Fund	Centennial Bank 4% 5% Gas Tax Fund
Bryant Bank Payroll Fund	Centennial Bank 7% Gas Tax Fund
Bryant Bank Sewer Fund	Centennial Bank Gas Tax HB2
Centennial Flex Benefit Fund	Centennial Bank GOMESA Fund
Centennial Natural Disaster Fund (General)	The First Bank General Fund
Centennial Wetland Mitigation Fund	The First Bank General Fund Reserve Fund
Centennial Natural Disaster Fund (Sewer)	The First Bank Bond (Court Appearance) Fund
Centennial Wharf Warrant Fund	The First Bank Court Fines Fund
Centennial Park & Rec Retail Fund	The First Health Insurance Fund
Regions Reserve Investment Account	The First Art Center Fund
Regions Operating Investment Account	Regions 2022B Short Term Strategy Fund
Regions 2022A Warrant Fund	Centennial Beach Mouse Fund
Regions Bond Custody Account	

2. That a certified copy of this resolution shall be furnished to each of the said depositories;
3. That any transaction of any type whatsoever involving any depository account at any depository designated in Section 1 shall require the signatures of any two (2) of the following individuals:

Finance Director of the City of Orange Beach
Assistant Finance Director of the City of Orange Beach
City Clerk of the City of Orange Beach
City Administrator of the City of Orange Beach
Mayor of the City of Orange Beach

4. That all resolutions or parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed; and
5. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 18th DAY OF OCTOBER, 2022.



Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 22-221, which was duly and legally adopted at a rescheduled regular meeting of the City Council on October 18, 2022.



City Clerk





**REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 4, 2025**

Departments: Police Department

Description of Topic: Discuss construction of a new multipurpose facility on the Police Department campus. (TJ)

Background/Description: Currently, we have approximately \$200,000 worth of equipment (digital speed signs, digital billboards, MUVs, trailers, etc.) left out in the elements. We also intend to create office space for a fleet manager, storage for additional equipment to free up space in the main PD and an on-site gym for personnel.

Action Options/Recommendation:

Source of Funding (if applicable): \$97,887 funded through Police Capital Construction Budget 001-604-710.

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 4, 2025**

Departments: Coastal Resources

Description of Topic: Resolution amending the fee schedule for the Orange Beach Shooting Complex. (WS)

Background/Description: The memo outlines proposed range fees for events such as tournaments or special events. Proposed fees are on par with other regional facilities.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 11-18-25 25-xxx Amend Fee Schedule Shooting Complex
2. 2025.10.29 Memo - Shooting Range Event Rates

RESOLUTION NO. 25-xxx

**A RESOLUTION AMENDING THE FEE SCHEDULE
FOR THE ORANGE BEACH SHOOTING COMPLEX**

FINDINGS:

1. On June 17, 2025, the Orange Beach City Council adopted Resolution No. 25-127 establishing fees and operational policies for the Orange Beach Shooting Complex.
2. City staff has proposed an amendment to the Orange Beach Shooting Complex fee schedule to include rates for events.
3. The Orange Beach City Council finds it to be in the best interest of the City of Orange Beach to adopt the amended fee schedule for the Orange Beach Shooting Complex.

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

1. That the schedule of fees for the use of the Orange Beach Shooting Complex is hereby established as follows:

ANNUAL MEMBERSHIPS:

Resident Single Membership: \$125

Resident Family Membership: \$125 + \$25/additional family member

Non-Resident Single Membership: \$200

Non-Resident Family Membership \$200 + \$25/additional family member

Family Memberships include two people who are legally married to each other, or a single parent, and their children through the age of eighteen (18). College students are allowed under the Family Membership with proof of valid college ID.

DAY USE: \$15/day for non-members

In addition to membership cost, the Trap and Skeet Ranges fees shall be as follows:

TRAP AND SKEET RANGE:

Resident: \$12.00 per round

Non-Resident: \$15.00 per round

OBMHS Trap and Skeet Team: \$5.00 per round

Discounted pricing for the OBMHS Trap and Skeet Team only applies during official team practice.

EVENTS:

Youth Events: \$6.00 per round

Adult Events: \$8.00 per round

2. That the Mayor is hereby authorized to grant exceptions to the Fee Schedule for local civic organizations. The Council hereby determines an exception under this clause serves a public purpose in promoting events open to the general public and enhancing community spirit and growth; and
3. That this resolution shall become effective immediately upon adoption.

ADOPTED THIS 18th DAY OF NOVEMBER, 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 November 18, 2025.

City Clerk



MEMORANDUM

To: Ford Handley, City Administrator
From: Woody Speed, Regulatory Manager, Coastal Resources Dept.
Date: October 29, 2025
Re: **Trap/Skeet Facility "Event" rates recommendations**

We've received inquiries from various groups about hosting trap or skeet events at the Shooting Complex. While we've set public and member rates for daily rounds, we haven't yet established event rates.

The City's cost per round is \$3.20. We propose to charge \$6.00 per round for youth events and \$8.00 per round for adult events. For reference, at other clubs/ranges the rate is \$5.50 to \$6.00/round for youth events and \$7.00 to \$7.50/round for adult events.

In order to accommodate larger parties, we may need to book each of the 5 fields on these days. In these cases the facility would be closed to the public on the day(s) of the event.



**REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 4, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide construction materials testing services for the new Fire Training Facility in an amount not to exceed \$20,000. (GS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 11-18-25 25-xxx Authorize Task Order GeoCon Fire Training Facility
2. 2025.10.31 Task Order GeoCon Materials Testing Fire Training Facility

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
TASK ORDER WITH GEOCON ENGINEERING & MATERIALS TESTING, INC.
TO PROVIDE CONSTRUCTION MATERIALS TESTING SERVICES FOR
THE NEW FIRE TRAINING FACILITY
IN AN AMOUNT NOT TO EXCEED \$20,000**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 25-008 adopted January 7, 2025, approved a contract with GeoCon Engineering & Materials Testing, Inc., to perform certain geotechnical analysis and construction materials testing services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The City Construction Manager has submitted a task order (attached Exhibit A) for Council approval.
4. The proposed Task Order requires GeoCon Engineering & Materials Testing, Inc., to provide construction materials testing services for the new Fire Training Facility.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

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

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and GeoCon Engineering & Materials Testing, Inc., on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$20,000.00 to GeoCon Engineering & Materials Testing, Inc., to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 18th DAY OF NOVEMBER, 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 November 18, 2025.

City Clerk



October 30, 2025

City of Orange Beach

4099 Orange Beach Boulevard
Orange Beach, Alabama 36561

Attn: Mr. Glen Smith

Re: Proposal for Construction Materials Testing

Proposed New Fire Training Facility
Orange Beach Boulevard
Orange Beach, Alabama

Dear Mr. Smith:

GeoCon Engineering & Materials Testing, Inc. appreciates the opportunity to provide a proposal for Special Inspections and Construction Materials Testing for the new 10,000 square foot metal framed building that will include improvements to existing access drives and parking areas, as well as new access drives and parking areas.

Scope of Testing and Inspection Services

Based on our review of the project plans and specifications, our scope of testing and Special Inspection services will cover the structural elements as follows:

- Earthwork monitoring, proof-roll observations and soil compaction/density testing
- Footing/Slab observation and inspections - to include reinforcing steel (rebar) placement inspections and soil bearing capacity testing.
- Cast In-place Concrete - to include slump, air content, concrete temperature and compressive strength testing. Testing for this section includes all structural concrete components (footings, slabs and walls)
- Structural Metal Framing Inspections
- All reports will be reviewed and signed by the Project Engineer

Unit Fee Schedule

Below is a list of unit costs most commonly associated with a project of this nature.

1. Engineering Technician	\$ 80.00/hour
2. Engineering Technician (Overtime)	\$ 115.00/hour
3. Special Inspector	\$ 110.00/hour
4. Special Inspector (Overtime)	\$ 155.00/hour
5. Standard Soil Proctor Test	\$ 140.00/test
6. Soil Classification	\$ 140.00/test
7. Field Nuclear Density Reading (compaction test)	\$ 23.00/test
8. Compression Test of Concrete Cylinders/Cubes	\$ 15.00/test
9. Masonry (CMU) Prisms	\$ 50.00/prism
10. Clerical	\$ 80.00/hour
11. Materials Specialist	\$ 140.00/hour
12. Project Geotechnical Engineer	\$ 180.00/hour
13. Trip Charge	\$ 20.00/trip

Note: Trip charge includes mileage. Min. of 3 hours per trip. Overtime rate is for weekends, major holidays and work prior to 6:00 am or after 5:00 pm. We can provide a cost for services not included above at your request.

Fee Estimate

We anticipate that testing and inspections will be performed on an on-call basis for this project with some services requiring full-time inspections and testing. After reviewing the final plans and project schedule, we could provide you with a more detailed cost estimate. For estimating purposes, we recommend that you budget **\$20,000.00** for the above-described construction materials testing and Special Inspections. The client should note that the final cost of testing services is dependent on the weather, the contractors' daily schedule and performance, etc. However, we will not exceed this amount without a written description of the reason for the additional cost and proper authorization from you.

Testing Standards

Our work on this project would be completed in general accordance with applicable ASTM standards and with generally accepted current standards of geotechnical engineering practices. Special Inspections will be based on Chapter 17 of the International Building Code (IBC). We maintain general and professional liability insurances in amounts typically acceptable for similar projects. A copy of our insurance certificates can be obtained at your request.

Authorization

To authorize us to proceed with the above-described geotechnical services, please complete the authorization form and return it to this office for our file. GeoCon's Terms and Conditions, which are attached hereto, are hereby incorporated by reference as if fully set forth herein. By signing this Proposal, Client acknowledges and agrees that he/she has read the Terms and Conditions and agrees to be bound by the terms and conditions set forth therein.

We appreciate the opportunity to provide a proposal for this project. Please feel free to contact our office if you have any questions or if you need any additional information.

Sincerely,



Christopher Rea
Vice President

Proposal Authorization Form

Please Print

Accepted By: _____

Entity: _____

Signature: _____

Mailing Address: _____

Report will be addressed to: _____

Provide email address of all entities that should receive a copy of the report:

Invoicing Address: _____

Email Address: _____

Contact Number: _____

Location:

Proposed Amount: \$ 20,000.00

Date: _____

The proposed amount is only valid for 60 days unless executed.

TERMS AND CONDITIONS

SERVICES TO BE PROVIDED. GeoCon Engineering & Material Testing, Inc. (hereinafter GeoCon) is an independent consultant and agrees to provide Client, for Client's sole benefit and exclusive use, consulting services set forth in our proposal.

PAYMENT TERMS. Client agrees to pay our invoice upon receipt. If payment is not received within 30 days from the invoice date, Client agrees to pay a service charge on the past due amount at a rate of 1.5% per month, and GeoCon reserves the right to suspend all work until payment is received. No deduction shall be made from GeoCon's invoice on account of liquidated damages or other sums withheld from payments to contractors or others.

TERMINATION. Either party may terminate this Agreement without cause upon 20 days advance notice in writing. In the event Client requests termination prior to completion of the proposed services. Client agrees to pay GeoCon for all costs incurred plus reasonable charges associated with termination of the work.

PROFESSIONAL LIABILITY. Notwithstanding any other provision of this Agreement, the Engineer's and GeoCon's total liability to the Client for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the Engineer's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or the proceeds paid under GeoCon's liability insurance in effect at the time such claims are made. The Client hereby releases the Engineer from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.

SITE OPERATIONS. Client will arrange for right-of-entry to all applicable properties for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permission, permits and licenses required for its activities at the site.

OWNERSHIP AND USE OF PROJECT DOCUMENTS. All documents are instruments of service in respect to the Services, and GeoCon shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of Geocon) whether or not the Services are completed. Client may make and retain copies of documents for information and reference in connection with the services by Client. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by Geocon as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to GeoCon or GeoCon's consultants. Client shall indemnify and hold harmless GeoCon and GeoCon's consultants from all claims. Damages, and expenses including attorneys' fees arising out of or resulting therefrom.

ADDITIONAL SERVICES OF CONSULTANT. If authorized in writing by the Client, GeoCon shall furnish additional services that are not considered as an integral part of the Scope of Services outlined in the Proposal Acceptance Sheet. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. In addition, it is possible that unforeseen conditions may be encountered that could substantially alter the original scope of services. If this occurs, GeoCon will promptly notify and consult with Client and any additional services will be negotiated.

ASSIGNABILITY. GeoCon shall not assign any interest on this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Client; provided, however, that claims for money by GeoCon against Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the Client.

SERVICES TO BE CONFIDENTIAL. All services, including opinions, designs, drawings, plans, specifications, reports and other services and information, to be furnished by GeoCon under this Agreement are confidential and shall not be divulged, in whole or in part, to any person, other than to duly authorized representatives of the Client, without prior written approval of the Client, except by testimony under oath in a judicial proceeding or as otherwise required by law. GeoCon shall take all necessary steps to ensure that no member of its organization divulges any such information except as may be required by law.

CLAIMS. The parties agree to attempt to resolve any dispute without resort to litigation. However, in the event a claim is made that results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in defending the claim, including reasonable attorney's fees. The claim will be considered proven if the judgment obtained and retained through any applicable appeal is at least ten percent greater than the sum offered to resolve the matter prior to the commencement of trial.

SEVERABILITY. It is understood and agreed by the parties hereto, that if any part, term or provisions of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and GEOCON shall survive the completion of the services and the termination of this Agreement.

INTEGRATION. This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of Alabama and venue shall be in Baldwin County, Alabama



**REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 4, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical exploration and engineering services for a new Police Multipurpose Facility in an amount not to exceed \$3,000. (GS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 11-18-25 25-xxx Authorize Task Order GeoCon Police Multipurpose Facility
2. 2025.10.31 Task Order GeoCon Engineering Police Multipurpose Facility

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
TASK ORDER WITH GEOCON ENGINEERING & MATERIALS TESTING, INC.
TO PROVIDE GEOTECHNICAL EXPLORATION AND ENGINEERING SERVICES FOR
A NEW POLICE MULTIPURPOSE FACILITY
IN AN AMOUNT NOT TO EXCEED \$3,000**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 25-008 adopted January 7, 2025, approved a contract with GeoCon Engineering & Materials Testing, Inc., to perform certain geotechnical analysis and construction materials testing services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The City Construction Manager has submitted a task order (attached Exhibit A) for Council approval.
4. The proposed Task Order requires GeoCon Engineering & Materials Testing, Inc., to provide geotechnical exploration and engineering services for a new Police Multipurpose Facility.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

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

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and GeoCon Engineering & Materials Testing, Inc., on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$3,000.00 to GeoCon Engineering & Materials Testing, Inc., to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 18th DAY OF NOVEMBER, 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 November 18, 2025.

City Clerk



Proposal and Agreement for Geotechnical Exploration and Engineering

GeoCon Engineering & Materials Testing, Inc. is pleased to have the opportunity to provide a proposal for geotechnical testing and engineering services for your commercial building project. The purpose of the investigation will be to determine the subsurface soil and groundwater conditions at the location of the proposed structure.

Proposed Scope of Field Services

The proposed geotechnical exploration includes three (3) Cone Penetration Test (CPT) soundings to depths of about 25 feet located in the footprint of the proposed building. CPT testing will be performed in accordance with ASTM D-5778 using a Vertek S4 electronic CPT rig. CPT testing includes pushing an electronic cone on a series of rods into the ground at a constant rate. The electronic cone collects continuous measurements of the resistance to penetration of the cone tip and side friction sleeve. Correlations between Cone Resistance values and Standard Penetration (SPT) "N" values will be performed using methods developed by Robertson, Campanella and Wightman. The CPT logs will be attached in the report appendix showing the cone tip friction, sleeve friction, pore pressure, correlated "N" value and the soil behavior type (SBT).

Geotechnical Report

The collected CPT sounding data will be evaluated by our engineering staff. The geotechnical investigation will be used to make recommendations regarding site grading and subgrade preparation along with recommendations for foundation design and construction. The geotechnical report will be prepared and signed by a registered Professional Geotechnical Engineer.

Test Location

GeoCon will locate the tests point at the subject property. The client will need to either mark the location of the proposed building on the property (with flagging) or provide GeoCon with a Site Plan that shows the proposed building location and measurements with a point of reference.

Fee Estimate

Based on the proposed CPT soundings and engineering work scope, we recommend that you budget **\$3000.00** for geotechnical testing and engineering services. This budget is based on three (3) test soundings and a total of 75 linear feet or less of total sounding depths. If the subsurface conditions encountered require that the soundings extend to deeper depths or that an additional sounding be performed, additional test sounding footage over 75 feet will be invoiced at a cost of \$16 per foot. If additional soundings are required, the added cost will not exceed \$500.

Accessibility to Property

We will perform the test soundings with a track mounted CPT rig. The track rig is mobilized to the site by a 4-wheel drive ¾ ton truck on a 30-foot goose neck trailer. The above fee estimate is based on the test areas being readily accessible to our track mounted equipment and the site being accessible to our truck and trailer to unload. We can provide light-clearing either by hand tools or with a forestry mower depending on the type and extent of underbrush/trees that will require cutting. Any clearing (either by hand or with machinery) or difficult access will incur an additional fee.

Scheduling

Depending on our current workload, we can typically proceed with the drilling and sampling within 2 weeks of your approval of this proposal, weather permitting. We anticipate that the drilling can be completed in 1 day and the geotechnical engineering report will be completed and issued within approximately 2 weeks of the drilling.

Testing Standards

Our work on this project will be completed in general accordance with applicable ASTM standards and with generally accepted current standards of geotechnical engineering practices. We maintain general and professional liability insurance in amounts typically acceptable for similar projects. A copy of our insurance certificate can be obtained at your request.

Authorization and Payment

To authorize us to proceed with the above-described geotechnical services, please complete the authorization form and return it to this office for our file. GeoCon's Terms and Conditions, which are attached hereto, are hereby incorporated by reference as if fully set forth herein. By signing this Proposal, Client acknowledges and agrees that he/she has read the Terms and Conditions and agrees to be bound by the terms and conditions set forth therein.

We appreciate the opportunity to provide a proposal for this project. Please feel free to contact our office if you have any questions or if you need any additional information.

Please feel free to contact our office at (251) 947-1035. If you have any questions or if you need any additional information.

Sincerely,



Christopher Rea
Geotechnical Field Manager

Proposal Acceptance and Client Information Sheet

Accepted By: _____

Signature: _____

Mailing Address: _____

Email Address: _____

Phone Number: _____

Entity to address invoice: _____

Entity to address report: _____

List all entities to receive report: _____
(Architect, Structural or Civil Engineer, Builder, Owner, Etc.)

Project Information

Project Address: _____

Building Footprint Sq. Ft: _____

Building Construction: ICF Wood Frame Metal

Property cleared and accessible: Y or N

Gate Code: _____

Foundation Type Preference: _____

Comments: _____

Number of Stories: _____

Name and number of Structural Engineer: _____

Proposal price: \$3000.00 Date: _____

GeoCon is not responsible for any damage to anything underground that is not marked.
The proposed amount is only valid for 60 days unless executed.
Failure to complete this form could delay the completion of the final report.
Addendums can be subject to an additional fee.

TERMS AND CONDITIONS

SERVICES TO BE PROVIDED. GeoCon Engineering & Material Testing, Inc. (hereinafter GeoCon) is an independent consultant and agrees to provide Client, for Client's sole benefit and exclusive use, consulting services set forth in our proposal.

PAYMENT TERMS. Client agrees to pay our invoice upon receipt. If payment is not received within 30 days from the invoice date, Client agrees to pay a service charge on the past due amount at a rate of 1.5% per month, and GeoCon reserves the right to suspend all work until payment is received. No deduction shall be made from GeoCon's invoice on account of liquidated damages or other sums withheld from payments to contractors or others.

TERMINATION. Either party may terminate this Agreement without cause upon 20 days advance notice in writing. In the event Client requests termination prior to completion of the proposed services. Client agrees to pay GeoCon for all costs incurred plus reasonable charges associated with termination of the work.

PROFESSIONAL LIABILITY. Notwithstanding any other provision of this Agreement, the Engineer's and GeoCon's total liability to the Client for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the Engineer's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or the proceeds paid under GeoCon's liability insurance in effect at the time such claims are made. The Client hereby releases the Engineer from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.

SITE OPERATIONS. Client will arrange for right-of-entry to all applicable properties for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permission, permits and licenses required for its activities at the site.

OWNERSHIP AND USE OF PROJECT DOCUMENTS. All documents are instruments of service in respect to the Services, and GeoCon shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of Geocon) whether or not the Services are completed. Client may make and retain copies of documents for information and reference in connection with the services by Client. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by Geocon as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to GeoCon or GeoCon's consultants. Client shall indemnify and hold harmless GeoCon and GeoCon's consultants from all claims. Damages, and expenses including attorneys' fees arising out of or resulting therefrom.

ADDITIONAL SERVICES OF CONSULTANT. If authorized in writing by the Client, GeoCon shall furnish additional services that are not considered as an integral part of the Scope of Services outlined in the Proposal Acceptance Sheet. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. In addition, it is possible that unforeseen conditions may be encountered that could substantially alter the original scope of services. If this occurs, GeoCon will promptly notify and consult with Client and any additional services will be negotiated.

ASSIGNABILITY. GeoCon shall not assign any interest on this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Client; provided, however, that claims for money by GeoCon against Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the Client.

SERVICES TO BE CONFIDENTIAL. All services, including opinions, designs, drawings, plans, specifications, reports and other services and information, to be furnished by GeoCon under this Agreement are confidential and shall not be divulged, in whole or in part, to any person, other than to duly authorized representatives of the Client, without prior written approval of the Client, except by testimony under oath in a judicial proceeding or as otherwise required by law. GeoCon shall take all necessary steps to ensure that no member of its organization divulges any such information except as may be required by law.

CLAIMS. The parties agree to attempt to resolve any dispute without resort to litigation. However, in the event a claim is made that results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in defending the claim, including reasonable attorney's fees. The claim will be considered proven if the judgment obtained and retained through any applicable appeal is at least ten percent greater than the sum offered to resolve the matter prior to the commencement of trial.

SEVERABILITY. It is understood and agreed by the parties hereto, that if any part, term or provisions of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and GEOCON shall survive the completion of the services and the termination of this Agreement.

INTEGRATION. This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of Alabama and venue shall be in Baldwin County, Alabama



**REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 4, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing an updated appraisal of the Event Center by The Appraisal & Consultant Group, Inc., in an amount not to exceed \$10,000. (FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 11-18-25 25-xxx Authorize Task Order Appraisal Consultant Group Event Center
2. 2025.10.14 Task Order Appraisal Consultant Group Event Center

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING
AN UPDATED APPRAISAL OF THE EVENT CENTER
BY THE APPRAISAL & CONSULTANT GROUP, INC.
IN AN AMOUNT NOT TO EXCEED \$10,000**

FINDINGS:

1. On May 16, 2023, Orange Beach City Council adopted Resolution No. 23-092 authorizing a complete appraisal of the Event Center by the Appraisal & Consultant Group, Inc., in an amount not to exceed \$20,000.
2. The Orange Beach City Council continues to negotiate the potential sale of the Orange Beach Event Center and needs an updated appraisal to reflect current market conditions.
3. The City Clerk has obtained a quote for an updated appraisal of the Event Center by The Appraisal & Consultant Group, Inc.
4. The City Council has determined that obtaining an updated appraisal of the Orange Beach Event Center is in the best interest of the City of Orange Beach, Alabama.

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

1. That the City Council hereby accepts the quote for an updated appraisal of the Event Center by The Appraisal & Consultant Group, Inc.;
2. That the City Council authorizes payment in an amount not to exceed \$10,000.00 to the Appraisal & Consultant Group, Inc., to complete the work as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 18th DAY OF NOVEMBER, 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 November 18, 2025.

City Clerk



ACG, Inc.



9082 Independence Avenue
Daphne, AL 36526
Tel: (251) 479-4572
Fax: (251) 338-2260

Online at www.acgsouth.com

October 14, 2025

Ms. Renee Eberly
City Clerk/Procurement Office / Administration
City of Orange Beach
PO Box 458 / 4099 Orange Beach Boulevard.
Orange Beach, Alabama 36561
reberly@orangebeachal.gov

Re: Update Appraisal
Orange Beach Event Center

Ms. Renee,

Thank you again for considering us for your appraisal needs. I will be happy to update my appraisal of the above-referenced property, originally completed on September 7, 2023. The updated report will include an economic analysis of changes within the City of Orange Beach as well as throughout the Gulf Coast region that may have impacted the market value of the Event Center. It will also incorporate any new market data that have occurred since the original appraisal date and are relevant to the current market value of the center.

For this updated appraisal, I propose a fee not to exceed **\$10,000**, with a delivery date of **30–45 days** from the date you notify me to proceed with the update.

If you have any questions regarding this update or the proposed fee, please do not hesitate to contact me.

Respectfully submitted;

Edmond G. Eslava, III, MAI, SRA, ASA
The Appraisal & Consultant Group
9082 Independence Avenue
Daphne, AL 36526
251.338.2250
acgbud@aol.com



The Appraisal & Consultant Group, Inc.





**REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 4, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Gerald Mills for theatrical performance direction for "Guys and Dolls". (SB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 11-18-25 25-xxx Authorize Professional Services Agreement Performing Arts Gerald Mills Guys and Dolls
2. 2025.10.31 Professional Services Agreement Gerald Mills Performing Arts Guys and Dolls

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
GERALD MILLS
FOR THEATRICAL PERFORMANCE DIRECTION
FOR “GUYS AND DOLLS”**

FINDINGS:

1. The City of Orange Beach has reached an agreement (attached Exhibit A) with Gerald Mills, an individual, whereby Gerald Mills will provide theatrical performance direction for the City’s spring 2026 production of *Guys and Dolls* by the Performing Arts division of the City of Orange Beach Expect Excellence program.
2. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Gerald Mills as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 18th DAY OF NOVEMBER, 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 November 18, 2025.

City Clerk

PROFESSIONAL SERVICES CONTRACT

This Agreement is made and entered into by and between the City of Orange Beach, a Class 8 Alabama municipal corporation (hereinafter the "City") and Gerald Mills, an individual (hereinafter the "Contractor"), as follows:

1. Recitals

WHEREAS, the City desires to engage Contractor to provide theatrical performance direction for the City's Expect Excellence Performing Arts program's spring 2026 theatre performance of "Guys and Dolls," or such other production as selected by the City;

WHEREAS, the Contractor is skilled in providing such services and is available and willing to perform such services on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereby covenant and agree as follows:

2. Services to be Performed

- a) Contractor will provide stage manager direction for the City's spring 2026 theatre performance of "Guys and Dolls," or such other production as selected by the City.
- b) Contractor will perform such other services with regard to the City's spring 2026 theatre performance, including providing practical and organizational support to the directors, actors, designers, stage crew and technicians throughout the production process. Also the director's representative during rehearsals and performances, making sure that they run smoothly. Attends all meetings, tech week and shows, as are mutually agreed to between the Contractor and the City.

3. Compensation

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid \$3,200, plus pre-approved expenses, liability insurance reimbursement, incurred as part of Contractor's performance of this contract, in accordance with City policies.
- b) Contractor agrees to abide by the City's established policies and agrees that any travel and expenses must be approved in writing in advance by the City.
- c) Contractor shall be paid in two (2) monthly payments of \$1,600 each for December 2025 and February 2026 upon the City's receipt of a properly documented invoice for stage managing services performed.

4. Term.

The term of this Agreement is four (4) months commencing November 8, 2025, and ending March 8, 2026.

5. Independent Contractor.

- a) Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor.
- b) Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense as City may from time to time request to indicate that it is an independent Contractor. City does not, and will not, assume any responsibility for the means by

which or the manner in which the services by Contractor provided for herein are performed but, on the contrary, Contractor shall be wholly responsible therefor.

6. Insurance.

- a) For the term of this Agreement, the Contractor shall acquire and maintain in full force and affect throughout the life of this agreement a policy or policies of insurance in coverages and amounts satisfactory to the City as evidenced by the certificate of insurance attached hereto, with the City being named as an additional insured or certificate holder as the City may require.
- b) Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7. Assignment.

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

8. Compliance with Law.

Contractor hereby agrees to comply strictly with all the laws of the State of Alabama and of the United States, and the laws and ordinances of any other jurisdiction in which contractor may perform any work pursuant to this Agreement. Contractor further agrees to comply with all rules, regulations, policies, and City ordinances of the City of Orange Beach.

9. Termination.

This Agreement may be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate. Upon termination, Contractor shall be paid *pro rata* for all services actually rendered up to the effective date of termination. This Agreement may be terminated immediately by the City upon failure of the required background check or drug testing, as set out in paragraph 15, below or upon breach of any term hereof by Contractor. Failure to terminate this contract upon discovery of breach shall not constitute consent thereto nor waive the City's right to terminate this contract therefore.

10. Final Agreement.

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

11. Modifications.

Any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the City Council, and signed by the duly authorized representatives of both parties.

12. Severability.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, by a Court decision, statute or rule, such rendering shall not affect the remainder of this Agreement. This section shall survive termination of the agreement.

13. Law Governing.

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be Baldwin County, Alabama.

14. Permits, etc.

Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement.

15. Background Check and Drug Testing

Contractor consents to the City of Orange Beach and/or its agents to conduct a background check and drug testing in order for Contractor to provide services as set out herein. Contractor shall provide all required information to the City in order to conduct the background check and drug testing including, but not limited to, full name (maiden name), any alias, physical address, date of birth, social security number, driver's license state and number. Contractor specifically consents to drug test at the request of City at any time and understands that illegal drug use is specifically prohibited.

16. Indemnification

Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (hereinafter collectively referred to and included in the use of the word "City") whole and harmless from all costs, liabilities and claims for damages of any kind arising in any way out of the acts, errors or omissions of the contractor in performance of this Agreement and/or the activities of the Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising from Contractor's activities under this Agreement, Contractor agrees to indemnify and hold the City harmless from all costs, including attorneys' fees and expenses, associated with same. This indemnification extends only to third party claims and actions filed against the City as a result of actions by the Contractor under this Agreement. This duty shall survive the termination of this contract.

17. Confidentiality

Contractor (including its employees, agents, subcontractors) acknowledges that all confidential or protected business and/or personal information ("Protected Information") that it may obtain while performing services for the City, is deemed confidential and proprietary to the City. During Contractor's tenure with the City, Contractor agrees to use Protected Information only and strictly as required to perform its services on behalf of the City. Contractor will not disclose Protected Information to any person or entity without the prior written consent of the City and the written agreement of any third party. Contractor agrees to refer any request for public information or records to the City Clerk, who is the custodian of records for the City and is responsible for the disclosure of public records in accordance with the public records laws of the state. Contractor agrees that it will not duplicate or incorporate Protected Information into its own records or databases and that after the conclusion of its services to the City all Protected Information in the Contractor's possession will be turned over to the City. Contractor agrees not to disclose, use, transfer, or transmit the information to any person or entity for any purpose whatsoever. This includes records, passwords, access codes, manuals, statistics, software, audio/video recordings, or storage disks of any kind containing Protected Information.

18. Notices.

All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the addresses appearing below:

City of Orange Beach:

City Clerk
Post Office Box 458
Orange Beach, AL 36561

And to Contractor:

Gerald Mills
3840 Cotton Way
Orange Beach, AL, 36561

Copy to:

City Attorney
P.O. Box 458
Orange Beach, AL 36561

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the ____ day of _____, 2025.

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

Gerald Mills, an Individual

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Tony Kennon and Renee Eberly, whose names as Mayor and City Clerk, respectively, of the City of Orange Beach, a municipal corporation, are signed to the foregoing agreement, and who are known to me, acknowledge 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 Gerald Mills, an individual, whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me this day that, being informed of the contents of the above and foregoing agreement, he executed the same voluntarily 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: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 4, 2025**

Departments: Community Development

Description of Topic: Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0905-PUDA-25, Jones Duplexes PUD Modification - Turquoise Village on November 18, 2025.

Background/Description: Overstreet & Associates Consulting Engineers, on behalf of Rodney Jones, requests approval of Major PUD Modification to the Jones Duplexes Planned Unit Development (PUD) Master Plan to rezone 7.9 acres from Single-Family Residential (RS-1) to PUD for inclusion into the Jones Duplexes PUD Master Plan and to amend the development into a beachfront residential development containing 18 single-family houses and 10 duplexes for 38 total dwelling units. The property is located at 26480, 26504, 26536 and 26558 Perdido Beach Boulevard.

Action Options/Recommendation: The Planning Commission held a public hearing and considered this application at its regular meeting on October 13 and declined its motion for favorable recommendation (3-6). Therefore, this request has a negative recommendation from the Planning Commission.

Source of Funding (if applicable): NA

ATTACHMENTS:

None