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## REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

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**I. Roll Call**

**II. Consideration of Previous Minutes**

1. Organizational Council Meeting 11/03/2025
2. Work Session 11/04/2025
3. Regular Council Meeting 11/04/2025
4. Committee of the Whole 11/04/2025
5. Work Session 11/05/2025

**III. Unfinished Business**

**Miscellaneous**

**Resolutions**

**Ordinances**

**IV. New Business**

**Miscellaneous**

1. Discuss stop loss insurance. (FH)
2. Discuss rescheduling Council and Committee of the Whole Meetings on December 2, 2025, from 5:00 P.M. to 4:00 P.M. to allow for the Christmas Tree Lighting event. (RE)

**Resolutions**

1. Resolution authorizing the execution of a professional services agreement with Computer Backup, Inc., for technology support and managed services. (RE)
2. Resolution authorizing the execution of an interlocal agreement with the Baldwin County Emergency Communication District for E-911 services. (SB)

3. Award the bid for construction of the Contorno Park Trails Project, Phase One. (CP)
4. Resolution authorizing an additional one-time payment to city employees for future services. (FH)
5. Resolution declaring Christmas Pole Decorations owned by the City of Orange Beach as surplus and unneeded and authorizing the Mayor and City Clerk to dispose of such property. (RE)
6. Resolution authorizing execution of a task order with Seay, Seay & Litchfield, P.C., to provide professional design services for a new Civic Center in an amount not to exceed \$692,725.86. (CP)
7. Resolution appointing Ryan Long and Paul McGhee to the Board of Adjustment. (AR)
8. Resolution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical exploration and engineering services for a new Pool at the Aquatics Center in an amount not to exceed \$5,200. (GS)
9. Resolution authorizing execution of a medical services agreement with Foley Clinic Corp, dba Baldwin Health Medical Group Primary and Urgent Care at Orange Beach. (JL)
10. Resolution authorizing execution of a medical services agreement with Coastal 3 Holdings, LLC, dba Southern Rapid Healthcare. (JL)
11. Resolution approving the Fiscal Year 2026 Budget for the City of Orange Beach, including the transfer of special revenue funds to general fund for special revenue fund projects. (FH)

#### **Public Hearings**

1. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0903-PUD-25, AC Hotel Orange Beach PUD. (Suggested date 12/16/2025) (GP)

#### **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".

#### **V. Public Comments**

#### **VI. Adjourn**

**MINUTES OF  
ORGANIZATIONAL CITY COUNCIL MEETING  
ORANGE BEACH CITY COUNCIL  
NOVEMBER 3, 2025 – 6:00 P.M.  
ORANGE BEACH COMMUNITY CENTER**

**I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 6:00 P.M.

**II. INVOCATION** Councilmember Jerry Johnson

**III. PLEDGE OF ALLEGIANCE**

**IV. ADMINISTRATION OF OATHS TO MAYOR AND COUNCILMEMBERS**

Judge Michael A. Dasinger III administered the oath of office for Mayor Kennon, Councilmember Jack Robertson, Councilmember Robert Stuart II, and Councilmember Jerry Johnson. Judge Johana A. Bucci administered the oath of office for Councilmember Ginger Harrelson.

**V. ROLL CALL**

Present: Councilmember Jack Robertson  
Councilmember Ginger Harrelson  
Councilmember Robert Stuart  
Councilmember Jerry Johnson  
Mayor Tony Kennon

Absent: Councilmember Jeff Silvers

**VI. CONSIDERATION OF AGENDA**

**Motion made (Stuart/Johnson) to approve the agenda as written.** Vote unanimous in favor.

**VII. NEW BUSINESS**

1. Election of Chairman Pro Tempore. **Motion made (Robertson/Stuart) to elect Jerry Johnson as Chairman Pro Tempore.** Vote revealed: Robertson, aye; Harrelson, aye; Stuart, aye; Johnson, abstain; Kennon, aye. **Motion passed. (4-0-1).**
2. Establish time and place of regular meetings. **Motion made (Stuart/Harrelson) to hold regular council meetings on the first and third Tuesdays of every month at 5:00 P.M. in Council Chambers.** Vote unanimous in favor. **Motion passed.**
3. First Reading – Ordinance establishing rules of procedure for meetings of the city council, public hearings, and committee of the whole. **Motion made (Harrelson/Stuart) for unanimous consent to suspend the rules to allow for immediate consideration of the ordinance.** Roll call vote revealed: Robertson, aye; Harrelson, aye; Johnson, aye; Stuart, aye; Kennon, aye. **Motion passed. (5-0).** **Motion made (Stuart/Johnson) to adopt the ordinance.** Roll call vote revealed: Robertson, aye; Harrelson, aye; Johnson, aye; Stuart, aye; Kennon, aye. **Motion passed. (5-0).**
4. Motion to temporarily ratify the use of present depositories pending permanent designation at a regular meeting of the Council. **Motion made (Stuart/Harrelson) to temporarily ratify the use of present depositories pending permanent designation at a regular meeting of the Council.** Vote unanimous in favor. **Motion passed.**
5. Motion that the City Attorney, City Clerk, City Treasurer/Finance Director, Fire Chief, and Police Chief continue in their respective duties pending permanent appointment at a regular meeting of the Council. **Motion made (Robertson/Johnson) for appointed city officials to**

**continue in their respective duties pending permanent appointment at a regular meeting of the Council. Vote unanimous in favor. Motion passed.**

**XIII. PUBLIC COMMENTS**

None

**XIV. ADJOURN**

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

Time: 6:13 P.M.

**APPROVED** this the 2<sup>nd</sup> day of December, 2025.

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Renee Eberly  
City Clerk

**MINUTES OF  
ORANGE BEACH CITY COUNCIL  
WORK SESSION  
NOVEMBER 4, 2025 – 1:00 P.M.  
CITY HALL – SOUTH CONFERENCE ROOM**

The Orange Beach City Council met on November 4, 2025, at 1:14 P.M. with Mayor Tony Kennon presiding.

The following members were present:

Councilmember Jerry Johnson  
Councilmember Robert Stuart  
Councilmember Jack Robertson  
Councilmember Ginger Harrelson  
Mayor Tony Kennon

The following members were absent:

Councilmember Jeff Silvers

The following items were discussed:

1. Review of City Council and Committee of the Whole meeting agendas.
2. Board vacancies and appointments.
3. Recreational vehicle and golf cart ordinances.
4. Budget review planning.
5. Financial overview.

There being no further business, the meeting adjourned.

Time: 3:48 P.M.

**APPROVED** this 2<sup>nd</sup> day of December, 2025.

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Renee Eberly  
City Clerk

**MINUTES OF  
REGULAR COUNCIL MEETING  
ORANGE BEACH CITY COUNCIL  
NOVEMBER 4, 2025 – 5:00 P.M.  
CITY HALL – COUNCIL CHAMBERS**

**I. CALL TO ORDER** Chairman Pro Tem Jerry Johnson called the meeting to order at 5:01 P.M.

**II. INVOCATION** Chairman Pro Tem Jerry Johnson

**III. PLEDGE OF ALLEGIANCE**

**IV. ROLL CALL**

Present: Councilmember Jack Robertson  
Councilmember Ginger Harrelson  
Councilmember Robert Stuart  
Councilmember Jerry Johnson

Absent: Councilmember Jeff Silvers  
Mayor Tony Kennon

**V. CONSIDERATION OF AGENDA**

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

**VI. CONSIDERATION OF PREVIOUS MINUTES**

Regular Council Meeting 10/07/2025  
Committee of the Whole 10/07/2025

The reading was waived and minutes were approved as written.

**VII. REPORTS OF OFFICERS/COMMITTEES**

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

## VIII. AUDITING OF ACCOUNTS

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

**Motion made (Harrelson/Robertson) to certify that cash requirements with related interests in Swift Supply are within budget and appropriate for payment.** Vote revealed: Robertson, aye; Harrelson, aye; Stuart, aye; Johnson, aye.. **Motion passed. (4-0).**

## IX. PRESENTATIONS

## X. RECOGNITIONS

1. Recognize Coastal Alabama Business Chamber's third Coastal Alabama Leadership League (CALL) class. Chairman Pro Tem Jerry Johnson recognized the the participants of this year's C.A.L.L. program, who are attending the council meeting as part of their program meant to give selected area businesspeople a behind-the-scenes look at the community and local industries.

## XI. UNFINISHED BUSINESS

1. Second 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 (Harrelson/Stuart) to postpone consideration indefinitely.** Vote revealed: Robertson, aye; Harrelson, aye; Stuart, aye; Johnson, aye. **Motion passed. (4-0).**
2. Second Reading – Ordinance amending Chapter 70, Article VIII of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Golf Carts". **Motion made (Robertson/Harrelson) to adopt the ordinance.** Vote revealed: Robertson, aye; Harrelson, aye; Stuart, aye; Johnson, aye. **Motion passed. (4-0).**

## XII. NEW BUSINESS

### Miscellaneous

1. Approval of a Restaurant Retail Liquor License Application by Sunliner OB, LLC, for Sunliner Diner at 26035 Perdido Beach Boulevard. **Motion made (Stuart/Robertson) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**

### Resolutions

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). **Motion made (Robertson/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution authorizing execution of an agency agreement with JJPR, LLC, for public relations and marketing professional services. **Motion made (Stuart/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution authorizing execution of a professional services agreement with Heidi Lemon for theatrical performance dance instruction for "Guys and Dolls". **Motion made (Robertson/Stuart) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
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. **Motion made (Harrelson/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

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. **Motion made (Robertson/Stuart) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution authorizing the execution of a professional services agreement with Brett Blevins for tennis racket stringing services. **Motion made (Robertson/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
7. Resolution reappointing Ryan Beebe and McGee Scarbrough to the Board of Adjustment. **Motion made (Stuart/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
8. Resolution appointing a member of the City Council to the Planning Commission to serve a four year term ending November 2029. **Motion made (Stuart/Robertson) to adopt the resolution appointing Ginger Harrelson to the Planning Commission.** Vote revealed: Robertson, aye; Harrelson, abstain; Stuart, aye; Johnson, aye.. **Motion passed. (3-0-1).**

**XIII. PUBLIC COMMENTS**

None

**XIV. ADJOURN**

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

Time: 5:10 P.M.

**APPROVED** this the 2<sup>nd</sup> day of December, 2025.

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Renee Eberly  
City Clerk

**MINUTES OF  
COMMITTEE OF THE WHOLE MEETING  
ORANGE BEACH CITY COUNCIL  
NOVEMBER 4, 2025 – 5:10 P.M.  
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the November 18, 2025, agenda.

The following members were present:

Councilmember Jack Robertson  
Councilmember Ginger Harrelson  
Councilmember Robert Stuart  
Councilmember Jerry Johnson  
Mayor Tony Kennon

The following members were absent:

Councilmember Jeff Silvers

The following items were discussed:

1. Discuss appointments of City Attorney, City Clerk, City Treasurer/Finance Director, Fire Chief, and Police Chief.
2. Discuss depositories and authorized signatures on bank depositories.
3. Discuss construction of a new multipurpose facility on the Police Department campus.
4. Resolution amending the fee schedule for the Orange Beach Shooting Complex.
5. 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.
6. 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.
7. Resolution authorizing an updated appraisal of the Event Center by The Appraisal & Consultant Group, Inc., in an amount not to exceed \$10,000.
8. Resolution authorizing execution of a professional services agreement with Gerald Mills for theatrical performance direction for "Guys and Dolls".
9. 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.

Public Comments:

1. Woody Speed, Coastal Resources employee, alerted the public to a prescribed burn in Gulf State Park tomorrow if weather conditions are permitting.
2. Kristin Hatcher, Parks and Recreation employee, gave a rundown of upcoming community events.
3. Ford Handley, City Administrator, recognized Human Resources and Event Center staff for putting on a great benefits fair for city employees today.
4. Desiree Hodge, Art Center Director, spoke about an upcoming events in conjunction with Veterans Day.

5. Councilmember Jack Robertson recognized State Representative Frances Holk-Jones in the audience.

6. Councilmember Robert Stuart thanked city staff and senior officials.

There being no further business, the meeting adjourned.

Time: 5:19 P.M.

**APPROVED** this 2<sup>nd</sup> day of December, 2025.

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Renee Eberly  
City Clerk

**MINUTES OF  
ORANGE BEACH CITY COUNCIL  
WORK SESSION  
NOVEMBER 5, 2025 – 9:00 A.M.  
CITY HALL – SOUTH CONFERENCE ROOM**

The Orange Beach City Council met on November 5, 2025, at 9:00 A.M. with Mayor Tony Kennon presiding.

The following members were present:

Councilmember Jerry Johnson  
Councilmember Robert Stuart  
Councilmember Jack Robertson  
Councilmember Ginger Harrelson  
Mayor Tony Kennon

The following members were absent:

Councilmember Jeff Silvers

The following items were discussed:

1. 2026 budget proposal.
2. Introduction of department heads and key city staff.
  - a. HR
  - b. Police
  - c. Sewer
  - d. Public Works
  - e. Administration
  - f. Parks & Recreation and Expect Excellence
  - g. Court, Art Center, Event Center/Community Center
  - h. Parks & Recreation (continued)
  - i. Coastal Resources
  - j. Community Development
  - k. Fire
  - l. Special Projects
3. Financial overview.
4. Capital requests.
5. Employee healthcare plan.
6. One-time payment for employees.
7. Compensation study implementation and cost of living adjustment.

There being no further business, the meeting adjourned.

Time: 3:59 P.M.

**APPROVED** this 2<sup>nd</sup> day of December, 2025.

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Renee Eberly  
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING  
NOVEMBER 18, 2025**

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**Departments:** City Clerk

**Description of Topic:** Discuss stop loss insurance. (FH)

**Background/Description:**

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

None



**REGULAR COMMITTEE OF THE WHOLE MEETING  
NOVEMBER 18, 2025**

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**Departments:** City Clerk

**Description of Topic:** Discuss rescheduling Council and Committee of the Whole Meetings on December 2, 2025, from 5:00 P.M. to 4:00 P.M. to allow for the Christmas Tree Lighting event. (RE)

**Background/Description:** The Tree Lighting event begins at 5:30 P.M. on Tuesday, December 2nd, at The Wharf.

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

None



**REGULAR COMMITTEE OF THE WHOLE MEETING  
NOVEMBER 18, 2025**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the execution of a professional services agreement with Computer Backup, Inc., for technology support and managed services. (RE)

**Background/Description:**

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

1. 12-02-25 25-xxx Authorize Professional Services Agreement Computer Backup CBI
2. 2025.10.08 Professional Services Agreement Computer Backup CBI

**RESOLUTION NO. 25-xxx**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A  
PROFESSIONAL SERVICES AGREEMENT WITH  
COMPUTER BACKUP, INC.  
FOR TECHNOLOGY SUPPORT AND MANAGED SERVICES**

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FINDINGS:

1. The City of Orange Beach and Computer Backup, Inc., have reached an agreement (attached Exhibit A) whereby Computer Backup, Inc., will provide technology support and managed services for the City of Orange Beach.
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.
3. The term of this agreement shall be for twenty-four (24) months commencing on January 1, 2026, and ending December 31, 2027.

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

1. That the Mayor and City Clerk are hereby authorized 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 Computer Backup, 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 2<sup>nd</sup> DAY OF DECEMBER, 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 December 2, 2025.

\_\_\_\_\_  
City Clerk

## PROFESSIONAL SERVICES CONTRACT

This Agreement is made and entered into by and between the City of Orange Beach, an Alabama municipal corporation (the “City”) and Computer Backup, Inc., an Alabama corporation (sometimes hereinafter “Contractor”), as follows:

1. Recitals.

WHEREAS, Contractor is a consulting firm that provides technology support and managed services;

WHEREAS, the City desires to engage Contractor to provide said services upon the following terms and conditions;

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 do hereby covenant and agree as follows:

2. Scope of Services.

Contractor will provide the following services:

- (a) Engineering and consulting services pertaining to networks, computers, printers, cabling, and related hardware;
- (b) Assist with estimating computer equipment budgets, prepare specifications, and evaluating bids for purchase of computers, software, networking equipment, cabling, and other technology needs;
- (c) Coordinating and planning hardware/software installations with City vendors;
- (d) Troubleshooting hardware/software issues;
- (e) Coordination with City vendors concerning replacement/warranty issues;
- (f) Update and maintain City networks;
- (g) Review of all contracts and proposals pertaining to hardware, software, telecommunications, Internet, consulting, and technical services.

Exclusions. Services excluded from this agreement are as follows:

- (a) Routine system or data backups.
- (b) Computer Backup, Inc., is under no circumstance liable or responsible for the integrity or reliability of any software program, operating system, or of any information or data associated with the use of software programs or operating systems.

3. Compensation.

Contract will be paid on a monthly retainer of \$10,710.00 for the services provided pursuant to this Agreement. Said payments shall be made upon receipt of an Invoice from Contractor detailing work performed and hours worked.

4. Term.

The term of this Agreement is twenty-four (24) months commencing January 1, 2026, and ending December 31, 2027, unless terminated earlier in accordance with paragraph 9. This Agreement may be renewed by resolution adopted by the City Council.

5. Independent Contractor.

Notwithstanding any of the provisions of this Agreement, it is agreed that 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, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

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. 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 such consent shall be granted or denied solely at City's discretion.

7. Indemnity.

Contractor agrees to indemnify and hold the City, its elected and appointed officials, officers, agents, and employees, harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. This section is not as to third parties or to anyone a waiver of any defense of immunity or statutory damages cap otherwise available to Contractor or City and these defenses and matters may be raised in the City's behalf in any action or proceeding arising from this Agreement.

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.

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.

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 and signed by authorized representatives of the party against whom enforcement is sought.

12. Severability.

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 be substantially impair the value of the entire agreement with respect to any party.

13. Law Governing.

This Agreement will be governed by the laws of the State of Alabama. The appropriate venue for any actions arising out of this Agreement would 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. Insurance.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Orange Beach as an additional insured, and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

Worker's Compensation – as required by State of Alabama law

General Liability Insurance – public liability including premises, products, complete operations and automobile comprehensive and liability, including owned, non-owned, and hired vehicles.

Either:

- (1) Bodily injury liability
  - \$250,000 each person
  - \$500,000 each occurrence
  - Property damage liability
  - \$100,000 each occurrence

Or,

- (2) Bodily injury and property damage combined
  - \$500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

Said certificate shall require that said insurance 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.

16. Confidentiality.

Contractor (including its employees, agents, subcontractors) acknowledges that all confidential business and 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.

17. 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, Alabama 36561

With Required Copy to:  
City Attorney  
Post Office Box 458  
Orange Beach, Alabama 36561

And to Contractor  
Computer Backup, Inc.  
24695 Canal Road  
Orange Beach, Alabama 36561

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF ORANGE BEACH  
An Alabama Municipal Corporation

By: \_\_\_\_\_  
Tony Kennon, Mayor

ATTEST:

\_\_\_\_\_  
Renee Eberly, City Clerk

COMPUTER BACKUP, INC.  
An Alabama Corporation

By: \_\_\_\_\_  
Lance Alexander, General Manager

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, 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 At-Large  
My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF \_\_\_\_\_

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Lance Alexander, whose name as Owner of Computer Backup, Inc., an Alabama corporation, 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 agreement, 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 At-Large  
My Commission Expires: \_\_\_\_\_



**REGULAR COMMITTEE OF THE WHOLE MEETING  
NOVEMBER 18, 2025**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the execution of an interlocal agreement with the Baldwin County Emergency Communication District for E-911 services. (SB)

**Background/Description:** Baldwin County E-911 services will begin taking over the creations and updating addresses within the City of Orange Beach jurisdiction beginning in January pending Council approval.

**Action Options/Recommendation:**

**Source of Funding (if applicable):** Cost to the city will be \$10,213 paid as a Community Development Department operating expense.

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**ATTACHMENTS:**

1. 12-02-25 25-xxx Authorize Interlocal Agreement Baldwin County 911
2. 2025.10.21 Interlocal Agreement 911 Addressing

**RESOLUTION NO. 25-xxx**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
INTERLOCAL AGREEMENT WITH THE  
BALDWIN COUNTY EMERGENCY COMMUNICATION DISTRICT  
FOR E-911 SERVICES**

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FINDINGS:

1. Baldwin County Emergency Communication District, a political subdivision of the State of Alabama doing business as Baldwin County 9-1-1, will be providing E-911 addressing services to the City of Orange Beach.
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 Mayor is hereby authorized to execute the 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 Baldwin County Emergency Communication District 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 2<sup>nd</sup> DAY OF DECEMBER, 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 December 2, 2025.

\_\_\_\_\_  
City Clerk

**ADDRESSING AGREEMENT BETWEEN  
BALDWIN COUNTY EMERGENCY COMMUNICATION DISTRICT  
AND THE CITY OF ORANGE BEACH**

**THIS ADDRESSING AGREEMENT** is made and entered into by **BALDWIN COUNTY EMERGENCY COMMUNICATION DISTRICT** a political subdivision of the State of Alabama d/b/a Baldwin County 9-1-1, whose address is 911 Telecommunicator Circle, Robertsdale, Alabama 36567, hereinafter referred to as "BC 9-1-1", and **THE CITY OF ORANGE BEACH** an Alabama municipal corporation, whose address is 4099 Orange Beach Boulevard, Orange Beach, Alabama 36561, hereinafter referred to as "CITY".

**W I T N E S S T H:**

**WHEREAS**, BC 9-1-1 and CITY desire to mutually cooperate with each other to maintain a uniform Addressing System to promote, protect, and improve the health, safety, and welfare of the citizens of Baldwin County, Alabama; and

**WHEREAS**, BC 9-1-1 and CITY have determined that it is in the best interest of the citizens of Baldwin County, Alabama to enter into this Addressing Agreement describing the services that will be provided by BC 9-1-1 and what is expected to be provided by CITY; and

**WHEREAS**, the enhanced emergency telephone system, commonly known as "E-911" was implemented in the incorporated jurisdiction of CITY and the unincorporated areas of Baldwin County; and

**WHEREAS**, it is necessary that certain information within the purview of CITY be transmitted to BC 9-1-1 in order to continue to effectively maintain the accuracy and consistency of the Countywide Automatic Location Identification (ALI) database used with the emergency telephone system; and

**WHEREAS**, BC 9-1-1 has opined that all Alabama municipal corporations within Baldwin County should provide accurate and updated addressing information so that all data will be entered into one Geographic Information System (GIS) mapping database, which is utilized by the BC 9-1-1 Communications Call Center; and

**WHEREAS**, CITY has adopted Resolution \_\_\_\_\_ in which CITY has appointed and delegated BC 9-1-1 as the Addressing Authority to provide addressing services to CITY; and

**WHEREAS**, it has become necessary to adopt an Addressing Agreement detailing the Addressing Services BC 9-1-1 will provide for CITY; and

**WHEREAS**, with current future technological enhancements to E-911 GIS mapping capabilities, more accurate and consistent addressing information is demonstrated to provide increased levels of emergency first responder arrival times;

**NOW, THEREFORE**, for and in consideration of the promises, mutual covenants, and agreements contained in this Agreement by and between the parties and for the mutual benefit of BC 9-1-1 and CITY and their citizens, the parties agree as follows:

**Section 1. Recitals; Term.** The foregoing recitals are true and correct and form a material part of the Agreement upon which the parties have relied. This Addressing Agreement shall be effective for an initial one-year term (January 1, 2026 – December 31, 2026), which shall automatically renew annually for a one-year term as of January 1 of each successive year unless otherwise terminated in accordance with the provisions of Section 21 of this Agreement.

**Section 2. General Responsibilities and Authority.**

(a) CITY shall submit to BC 9-1-1 located at 911 Telecommunicator Circle, Robertsdale, Alabama 36567 or email at [addressing@baldwin911.org](mailto:addressing@baldwin911.org), the following information

as noted in Sections 2 through 7, and the following documents approved by CITY, for the purpose of proper identification and location within the CITY'S jurisdiction:

(1) One (1) current copy <sup>1</sup> of CITY's enacted ordinance authorizing or regulating addressing.

(2) One (1) copy of all enacted municipal ordinances involving annexation of property or municipal contraction to be submitted immediately upon adoption referencing the ordinance, property address, parcel number, and map location.

**(b)** CITY shall adopt by ordinance BC 9-1-1 Addressing Street Name Standards (as currently exist and as may be modified from time to time in the future<sup>2</sup>) in order to maintain a uniform system of building numbering for all service locations requiring an address.

(c) CITY shall comply with the BC 9-1-1 Addressing Standards for any and all arising addressing issues which are not included within CITY's current Addressing Ordinance.

(d) When there is an address or street name (public or private) that CITY or an owner or developer is requesting to use, but BC 9-1-1 has indicated there is a 9-1-1 issue with using that address or street name, BC 9-1-1 will be the authority on making the final decision on whether an address or street name should or should not be used in the best interest of emergency response.



**Section 3. Field Checks.** As soon as practicable, CITY will assist BC 9-1-1 with field inspections within its jurisdiction for residential or commercial building addresses and for street signs (both public and private) when requested by BC 9-1-1 for the following scenarios:

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<sup>1</sup> All copies shall be submitted in the following digital formats when available – documents in .pdf, drawings in .dwg.

<sup>2</sup> The parties contemplate that the BC 9-1-1 Addressing Standards will be updated periodically in the ordinary course of operations.

(a) When BC 9-1-1 is made aware of an address discrepancy, BC 9-1-1 shall notify CITY of the discrepancy. As soon as is practicable, CITY will assist BC 9-1-1 with a field inspection of the property. Such inspections may include what building permits have been issued, permitted floor plans, business licenses, zoning, utilities, or any other pertinent information readily available from CITY.

(b) CITY will assist BC 9-1-1 with field inspections within its jurisdiction to verify what addresses are posted, whether recently assigned or existing, make available any permitted plans on hand which show walls, doors, and separate tenant business occupancies, will assist BC 9-1-1 in verifying a re-addressed property has the new number posted and will assist BC 9-1-1 in verifying numbers are posted or with address confirmation as needed due to conflicting 9-1-1 addressing data.

(c) CITY will assist BC 9-1-1 with field inspections to ensure street signs (both public and private) are properly posted in the correct location, blades facing the correct street, and spelled correctly.

(d) When BC 9-1-1 assigns a new address, CITY will assist BC 9-1-1 with a field inspection to ensure the address is posted correctly and meets the requirements as indicated by the BC 9-1-1 Addressing Standards.

#### **Section 4. Development.**


(a) When a development application is submitted to the City through the development review process, CITY shall provide BC 9-1-1 with pertinent information in the digital format as specified by BC 9-1-1 pertaining to proposed structures, such as site plans, floor plans, proposed cell towers, buildings, plazas, unit or suite changes within buildings and plazas such as interior

alterations, creating new units or combining units within structures, road changes, access changes, or creation of roads, driveway access changes, planned developments, preliminary subdivisions, preliminary plats, and proposed site plans.

(b) BC 9-1-1 shall make comments regarding the proposed development including reference to any easements which need to be named, address assignment, street spelling, and indicate if newly proposed streets require naming.

(c) CITY shall forward BC 9-1-1's comments to the owner or developer and ensure all BC 9-1-1 comments are incorporated into any approvals.

(d) For new developments, CITY shall use best efforts to verify the street names (both public and private) are correctly spelled with the proper designation and suffix abbreviated on street signs and the street sign blades are installed facing the correct street. <sup>3</sup>

(e) BC 9-1-1 shall check proposed subdivision and street names against the geoMSAG and the Reserve Street Name List to ensure no duplication or sound-alike names exist. The proposed name must comply with the most recent  9-1-1 Street Name Standards regarding street naming requirements.

(f) CITY shall contact BC 9-1-1 when the proposed development is approved and when plats are recorded, providing the plat book and page number.



## **Section 5. New Address Assignment.**

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
<sup>3</sup> The street names and addresses as approved and assigned are entered into the 9-1-1 Geographic Master Street Addressing Guide (geoMSAG), used directly by the BC 9-1-1 Call Center. Therefore, any difference in the spelling of the street signs versus what was approved can cause an E 9-1-1 delayed response for emergency responders.

(a) After receiving potential street names from CITY, or Developers, BC 9-1-1 is responsible for approving street names and street suffix or designations, subdivision names, commercial facility names, and assigning addresses providing they are in conformity with the BC 9-1-1 Addressing and Street Name Standards. CITY shall have the developer submit proposed names to BC 9-1-1 during development project review. If BC 9-1-1 rejects a name, BC 9-1-1 will provide CITY and Developer with reasons in writing (email is permissible).

(b) To ensure unit and suite numbers are removed or added to the address database, during the building permitting process, CITY shall provide BC 9-1-1 with any changes to commercial unit or suites if CITY is made aware, such as interior alterations to walls or doors, separating or merging unit or suites, or single tenant buildings becoming multi-tenant. If two (2) units are combined, the unit number that will remain in the address database must be for the main access door for that unit or suite. The other unit or suite address number will be deleted from the address database and CITY shall make the best efforts to verify the number is removed from the structure.

#### **Section 6. Subdivision and Commercial Facility Name Signage.**

(a) For new Developments, CITY is responsible to use its best efforts to verify the platted subdivision name and commercial facility names are posted on subdivision wall signage, apartment signs, or plaza signs exactly as BC 9-1-1 has approved the name. To the extent CITY is aware of a name change for an existing property, CITY will advise owner of the name change process.

(b) To the extent CITY is aware, CITY shall contact the apartment owner or  manager, condominium association, contractor, or property manager for any corrections needed for a new sign name.

### **Section 7. Commercial Facility Names Changes.**

(a) CITY shall notify BC 9-1-1 when CITY is made aware of a said name change for proposed name changes to plazas, condominiums, apartments, or commercial buildings.

(b) To the extent CITY has the information, CITY shall provide to BC 9-1-1 the parcel number, existing name, proposed name, requestor's name and contact information, a proposed effective date, and type of facility.

(c) BC 9-1-1 shall check the proposed name against existing names and the reserve name list when such data is available. BC 9-1-1 shall indicate if the name is approved or denied. If BC 9-1-1 rejects the name, BC 9-1-1 will provide written documentation to the CITY and OWNER (to the extent BC 9-1-1 has the information) outlining the reason(s) for rejection.



### **Section 8. Street Signs, Existing.**

(a) BC 9-1-1, when notified, shall inform CITY where street signs do not match or are missing, including any street signage located within CITY's jurisdiction and CITY properties abutting the street in question, regardless of whether the sign is for a private way, public right-of-way, within an apartment complex or subdivision and whether or not the roadway is platted and recorded with a plat book and page.

(b) CITY shall contact the property owners, tenants (if known to the CITY), or homeowner association or condominium association, as soon as practicable, after BC 9-1-1

notification to inform the owners, tenants, or condominium association to have the street sign installed, replaced, or corrected.

(c) CITY shall notify BC 9-1-1 as soon as practicable after a street sign is installed.



**Section 9. Payment for Services.** In recognition of the benefit to CITY of the services provided under this Addressing Agreement by BC 9-1-1 and to offset a portion of the costs incurred by BC 9-1-1 in providing such services, CITY agrees to pay BC 9-1-1 TEN THOUSAND TWO HUNDRED THIRTEEN AND 00/100 DOLLARS (\$10,213.00) annually, with such payment due on January 2, 2026 and the first business day of each renewal year thereafter. In the event BC 9-1-1 seeks any future increase in the rate provided herein for successive renewal terms, BC 9-1-1 must provide written notice of any proposed increase no later than 180 days prior to the next renewal term or otherwise the rate shall remain unchanged for said renewal term.

**Section 10. Insurance Requirements.** Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement.

**Section 11. Indemnification.** Each party to this Agreement, its officers, employees, and agents do not assume and specifically disclaim any liability for the acts, omissions, or negligence of the other party, its officers, employee, or agents, arising from or related to this Agreement, except as otherwise provided by this Agreement or any other agreement between the parties.

**Section 12. Employee Status.** Persons employed by CITY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of BC 9-1-1, nor do these employees have any claims to retirement benefits, workers' compensation, unemployment compensation or other employee rights or privileges granted to BC 9-1-1's employees either by operation of law or by BC 9-1-1. Persons employed by BC 9-1-1 in the

performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of CITY, nor do these employees have any claims to retirement benefits, workers' compensation, unemployment compensation or other employee rights or privileges to CITY's officers and employees either by operation of law or by CITY.

**Section 13. Notice.** Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this section:

**As to BC 9-1-1:**

Director  
Baldwin County Emergency Communication District  
911 Telecommunicator Circle  
Robertsdale, Alabama 36567

**As to CITY:**

Office of the Mayor  
City of Orange Beach  
PO Box 299  
Orange Beach, Alabama 36561

**Section 14. Governing Law.** The laws of the State of Alabama govern the validity, enforcement, and interpretation of this Agreement. The Baldwin County Circuit Court is the sole venue for any legal action in connection with this Agreement.

**Section 15. Dispute Resolution.** Either party to this Agreement may notify the other party that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The parties agree to submit the dispute to an Alabama Bar Certified Civil

Mediator for mediation within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, it may be filed as a civil action in the Circuit Court of Baldwin County, Alabama. The parties further agree that any such action will be tried to the Court, and the parties hereby waive the right to jury trial as to such action.

**Section 16. Entire Agreement.**

(a) It is understood and agreed that the entire agreement of the parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by both parties, except as otherwise specifically provided in this Agreement.

**Section 17. Severability.** If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

**Section 18. Public Records Law.**

(a) CITY and BC 9-1-1 acknowledge each other's obligations to release public records to members of the public upon request. CITY and BC 9-1-1 acknowledge each other is required to comply with Code of Alabama §36-12-40<sup>4</sup>, and as this statute may be amended from time to time, in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.

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<sup>4</sup> Subject to the limitations described in Code of Alabama § 11-98-12.

(b) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching party may terminate this Agreement immediately upon notice to the breaching party.

**Section 19. Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

**Section 20. Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

**Section 21. Termination or Withdrawal.** Either party can terminate or withdraw from this Addressing Agreement with 90 days written notice to the non-terminating party. Withdrawal or termination from this Addressing Agreement by CITY to cancel BC 9-1-1 from providing Addressing Services will not alter the ongoing responsibility with respect to notifying BC 9-1-1 of addressing information in order to institute, implement, and maintain an effective Addressing System throughout Baldwin County, Alabama. Upon withdrawal or termination of this Agreement, CITY shall be responsible for addressing services within the CITY.

**Section 22. Effective Date.** The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

CITY OF ORANGE BEACH

\_\_\_\_\_  
RENEE EBERLY, City Clerk

By: \_\_\_\_\_  
TONY KENNON, Mayor

Date: \_\_\_\_\_

ATTEST:

BOARD OF BC 9-1-1 COMMISSIONERS  
BALDWIN COUNTY, ALABAMA

\_\_\_\_\_  
KRISTI STAMNES, Director

By: \_\_\_\_\_  
Anthony Lowery, Chairman

Date: \_\_\_\_\_



**REGULAR COMMITTEE OF THE WHOLE MEETING  
NOVEMBER 18, 2025**

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**Departments:** City Clerk

**Description of Topic:** Award the bid for construction of the Contorno Park Trails Project, Phase One. (CP)

**Background/Description:** Bid opening scheduled for November 25, 2025.

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

None



**REGULAR COMMITTEE OF THE WHOLE MEETING  
NOVEMBER 18, 2025**

---

**Departments:** City Clerk

**Description of Topic:** Resolution authorizing an additional one-time payment to city employees for future services. (FH)

**Background/Description:**

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

1. 12-02-25 25-xxx One Time Payment

**RESOLUTION NO. 25-xxx**

**A RESOLUTION AUTHORIZING AN  
ADDITIONAL ONE-TIME PAYMENT TO CITY EMPLOYEES  
FOR FUTURE SERVICES**

---

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, Alabama, has determined that for additional work to be performed after the date of this Resolution, each regular full-time employee as of November 18, 2025, shall be paid the additional sum of Five Hundred Dollars (\$500.00) gross, to be paid in December 2025;
2. That the City Council of the City of Orange Beach, Alabama, has further determined that for additional work to be performed after the date of this Resolution, each current part-time and temporary employee as of November 18, 2025, shall be paid the additional sum of Two Hundred Fifty Dollars (\$250.00) gross, to be paid in December 2025.

ADOPTED THIS 2<sup>nd</sup> DAY OF DECEMBER, 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 December 2, 2025.

\_\_\_\_\_  
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING  
NOVEMBER 18, 2025**

---

**Departments:** City Clerk

**Description of Topic:** Resolution declaring Christmas Pole Decorations owned by the City of Orange Beach as surplus and unneeded and authorizing the Mayor and City Clerk to dispose of such property. (RE)

**Background/Description:**

**Action Options/Recommendation:** Approximately 356 of the pole decorations are completely worn out and electrically unsound. Recommendation is to throw them away. 100 of the pole decorations are in good shape, but do not match the new designs purchased this year. Recommendation is to try auctioning them on GovDeals. Public Works is out of storage space.

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

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**ATTACHMENTS:**

1. 12-02-25 25-xxx Declare Surplus Christmas Pole Decorations

**RESOLUTION NO. 25-xxx**

**A RESOLUTION DECLARING CHRISTMAS POLE DECORATIONS  
OWNED BY THE CITY OF ORANGE BEACH AS SURPLUS AND UNNEEDED  
AND AUTHORIZING THE MAYOR AND CITY CLERK TO  
DISPOSE OF SUCH PROPERTY**

FINDINGS:

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

<b>DEPARTMENT</b>	<b>ITEM DESCRIPTION</b>	<b>QTY</b>
PUBLIC WORKS	CHRISTMAS POLE DECORATIONS	456 +/-

2. Section 11-43-56 of the Code of Alabama of 1975 authorizes the municipal governing body to dispose of unneeded personal property.

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

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

ADOPTED THIS 2<sup>nd</sup> DAY OF DECEMBER, 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 December 2, 2025.

\_\_\_\_\_  
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING  
NOVEMBER 18, 2025**

---

**Departments:** City Clerk

**Description of Topic:** Resolution authorizing execution of a task order with Seay, Seay & Litchfield, P.C., to provide professional design services for a new Civic Center in an amount not to exceed \$692,725.86. (CP)

**Background/Description:**

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

1. 12-02-25 25-xxx Authorize Task Order Seay Seay Litchfield SS&L Civic Center
2. 2025.11.05 Task Order Seay Seay Litchfield SS&L Civic Center - Fee Proposal
3. 2025.11.05 Task Order Seay Seay Litchfield SS&L Civic Center - Project Budget Estimate

**RESOLUTION NO. 25-xxx**

**A RESOLUTION AUTHORIZING EXECUTION OF A  
TASK ORDER WITH SEAY, SEAY & LITCHFIELD, P.C.  
TO PROVIDE PROFESSIONAL DESIGN SERVICES FOR A NEW CIVIC CENTER  
IN AN AMOUNT NOT TO EXCEED \$692,725.86**

---

FINDINGS:

1. On September 16, 2025, the Orange Beach City Council adopted Resolution No. 25-181 accepting a proposal for civic center design services from Seay, Seay & Litchfield, P.C. (“SS&L”)
2. SS&L has submitted a fee proposal for professional design services for a new civic center in the estimated amount of \$692,725.86.
3. The City Engineer has recommended accepting the fee proposal (attached Exhibit A) as presented.
4. The City Council has determined that a Task Order with SS&L to provide professional design services for a new Civic 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 Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and Seay, Seay & Litchfield, P.C., 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 \$692,725.86 to Seay, Seay & Litchfield, P.C., to complete the Task Order/Fee Proposal as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 2<sup>nd</sup> DAY OF DECEMBER, 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 December 2, 2025.

\_\_\_\_\_  
City Clerk

# Orange Beach Civic Center

Fee Proposal for Professional Design Service

11/5/2025



## Design Services Fees

### Basic Services

Description	Est. Cost of Work	Fee %	Total Basic Fee	Service/Project Phase	%	Service Fee	% Complete	Estimated Fee
Cost of the Work for Basic Fee	\$ 9,253,846.00	6.100%	\$ 564,484.61	Schematic Design	10.00%	\$ 56,448.46	100.00%	\$ 56,448.46
Tentative Construction Budget	\$ 10,152,874.00			Preliminary Design	15.00%	\$ 84,672.69	100.00%	\$ 84,672.69
				Construction Documents	50.00%	\$ 282,242.30	100.00%	\$ 282,242.30
				Bidding	5.00%	\$ 28,224.23	100.00%	\$ 28,224.23
				Construction Administration	20.00%	\$ 112,896.92	100.00%	\$ 112,896.92
<b>Subtotal Basic Services</b>	(See below for method used to calculate the Cost of the Work, Basic Fee, and Fee Rate)							<b>\$ 564,484.61</b>

### Supplemental Services

Service	Description	Fee Type	Quantity	Rate	Estimated Fee
Programming	See below for detailed description .				\$ 6,500.00
Site Survey					By Owner
Geotechnical					By Owner
Civil Design					By Owner
Interiors / FF&E Coordination		LS	1	\$ 7,000.00	\$ 7,000.00
Detailed Cost Estimating	In-House Detailed Cost Estimating.	LS		\$ 5,000.00	\$ 5,000.00
Food Service Consultant	Planning & Design of food service equipment.	LS	1	\$ 11,500.00	\$ 11,500.00
Audio Visual & Security Design	See below for detailed description.	LS	1	\$ 80,241.25	\$ 80,241.25
3D Renderings	See below for detailed description.	EA	6	\$ 1,500.00	\$ 9,000.00
Landscape Design	Landscape & Irrigation Design.				See Note 1
<b>Subtotal Supplemental Services</b>					<b>\$ 119,241.25</b>

### Reimbursable

Item	Description	Fee Type	Quantity	Rate	Estimated Fee
Printing & Plotting	Hard copies of drawings and presentation materials	NTE			\$ 3,000.00
Advertising	Publishing the advertisement for Bids	NTE			\$ 5,000.00
Materials & Samples Shipping	Packaging and delivery of boards/samples	NTE			\$ 1,000.00
<b>Subtotal Reimbursable Services</b>					<b>\$ 9,000.00</b>

### Total Estimated Fee for Professional Design Services

**\$ 692,725.86**

#### Notes:

Note 1: The basis upon which the Architect shall be compensated for Landscape Design is as follows: The cost of all plant materials, permanent irrigation systems and the labor required for installation of the specified plantings and irrigation systems shall be included in the Cost of the Work for determination of the architect's Basic Fee.

#### Basic Fee Calculation:

The Basic Fee shall be the Architect's compensation in full for providing Basic Services. The Basic Fee shall be the Basic Fee Rate as a percentage of the actual Cost of the Work for all elements of the project designed and specified by the Architect. The Cost of the Work also includes 50% of the cost to the Owner to construct all elements of the Project designed or specified by the Civil Engineer of Record and all Specialty Consultants and shall include the contractors' general conditions costs, overhead and profit.

#### Application of the Basic Fee Rate:

The Basic Fee Rate, pursuant to Exhibit B – Schedule of Basic Fee Rate, shall be applied to the tentative Cost of the Work, as updated at the end of each design phase until opening of bids, and then retroactively to the final amount of the Construction Contract, including Change Orders and Sales Tax Savings.

#### Reconciliation of Payment upon Opening Bids:

Upon Opening of bids and determination of the Contract Sum of the Construction Contract to be awarded. The Basic Fee allocable to the design services shall then be computed based on the Contract Sum, including other costs stated in the Agreement to be included as part of the "Cost of the Work" used to calculate the Architect's Basic Fee and reconciled with previous payments in the Architect's next statement for services.

#### Supplemental Services:

##### Programming:

The Architect will provide the Owner with programming services to outline project goals and space requirements. Services/deliverables included under these programming services shall include a basic written program document outlining space requirements, equipment descriptions and operational requirements, spatial adjacency requirements including a graphic document delineating the functional relationships between spaces, and a cost-per-square foot-based cost estimate.

##### Landscape Design:

The Architect, with direction from the Owner to Architect, will provide landscape plans and specifications including plant material selections as well as delegated design of permanent inground irrigation systems.

##### Photorealistic Renderings and Virtual Reality:

The Architect intends to design and document the Project using Building Information Modeling Software. Thus, rudimentary three-dimensional renderings and viewing of the BIM model during the design process will be provided to the Owner at no additional cost to assist in providing a general understanding of the design intent including size, scale, and proportions of building elements. The scope of basic services does not include photorealistic renderings of the proposed design or viewing of the project in virtual reality. If during the course of the design, photorealistic renderings and/or virtual reality experiences are deemed necessary by the Owner, the Architect will provide these services as a supplemental service.

##### Audio-Visual Consultant:

As a Supplemental Service, the Owner may direct the Architect to provide Audio-Visual and Lighting Design Services. The scope of audio/visual design services will be defined in writing prior to beginning the supplemental services but may include equipment selection and detailing of systems, evaluation of acoustics, coordination and preparation of competitive bid packages for equipment.

##### Food Service Consultant:

As a Supplemental Service, the Owner may direct the Architect to provide Kitchen/Equipment Design Services. The scope of kitchen/equipment design services will be defined in writing prior to beginning the supplemental services but may include equipment selection, detailed systems coordination and preparation of competitive bid packages for equipment.

#### Reimbursables:

The basis upon which the Architect shall be compensated for reimbursables shall be the Architect's cost for the service plus 15% mark-up.

#### Assumptions & Limitations:

The fees outlined in this proposal are based on the information currently available and the scope of work as described herein. Should there be any significant changes to the project scope, timeline, deliverables, or assumptions stated in this proposal, the fees may be subject to revision. Any additional work outside the agreed scope will be discussed and approved in writing before commencement.

City of Orange Beach Civic Center

Project Budget Recommendation

11/5/2025



<b>1 Hard Costs</b>								
2	Description	Qty	SF-EA	Net SF	N/G	Gross SF	Unit Cost	Extended Cost of Work
3	<b>Building Construction Subtotal</b>			<b>12,055</b>		<b>17,221</b>		<b>\$ 7,696,329</b>
4	Auditorium	450	15	6,750	70%	9,643	\$ 426	\$ 4,107,857
5	Stage (24x32)	1	768	768	70%	1,097	\$ 426	\$ 467,383
6	Pre-function Lobby	1	1,900	1,900	70%	2,714	\$ 426	\$ 1,156,286
7	General Storage	1	1,150	1,150	70%	1,643	\$ 426	\$ 699,857
8	Green Room	1	257	257	70%	367	\$ 426	\$ 156,403
9	AV Booth	1	230	230	70%	329	\$ 426	\$ 139,971
10	Catering	1	650	650	70%	929	\$ 426	\$ 395,571
11	Administrative Office(s)	1	275	275	70%	393	\$ 426	\$ 167,357
12	Vending	1	75	75	70%	107	\$ 426	\$ 45,643
13	Porte Cochere (36x40)	1	1,440	1,440	100%	1,440	\$ 250	\$ 360,000
14	<b>Food Service Equipment</b>	1					\$ 150,000	<b>\$ 150,000</b>
15	<b>Technology &amp; Equipment Subtotal</b>							<b>\$ 865,032</b>
16	Data / Telecommunications	1					\$ 117,876	\$ 117,876
17	Security Systems	1					\$ 153,786	\$ 153,786
18	Audio Visual & Enhancements	1					\$ 553,470	\$ 553,470
19	Access Controls	1					\$ 39,900	\$ 39,900
17	<b>Site Construction Subtotal</b>							<b>\$ 1,100,900</b>
18	Earthwork, Exterior Improvements & Utilities	143	Parking Stalls				\$ 6,300	\$ 900,900
19	Landscaping	1	-				\$ 200,000	\$ 200,000
20	<b>Construction Contingency</b>	5%					\$ 9,812,261	<b>\$ 490,613</b>
21	<b>Total Est. Hard Cost</b>						<b>590</b>	<b>\$ 10,152,874</b>
<b>22 Soft Costs</b>								
23	Description	Qty	Unit	Unit Cost			Total	Gross Extension
24	<b>Furniture, Furnishings &amp; Equipment</b>							<b>\$ 152,293</b>
25	Furnishings & Equipment	1.5%		10,152,874				\$ 152,293
26	<b>Pre-Design Services</b>							<b>\$ 17,500</b>
27	Site Survey (By Owner)							\$ 10,000
28	Geotechnical Investigation (By Owner)							\$ 7,500
29	<b>Design &amp; Engineering Fees</b>							<b>\$ 692,726</b>
30	Architectural & Engineering Design (Basic Services)	6.1%	of	\$ 9,253,846				\$ 564,485
31	Supplemental Services / Specialty Consultants	1		\$ 119,241				\$ 119,241
32	Reimbursables	1		\$ 9,000				\$ 9,000
33	<b>Permitting, Procurement and Construction Fees</b>							<b>\$ 40,611</b>
34	Permitting & Review Fees (Waived)							\$ -
35	Advertising (Included in Reimbursables Above)							\$ -
36	Materials Testing & Special Inspections	0.4%	of	\$ 10,152,874				\$ 40,611
37	<b>Total Est. Soft Cost</b>							<b>\$ 903,130</b>
38	<b>Total Estimated Hard &amp; Soft Cost</b>							<b>\$ 11,056,004.03</b>
39	Construction Cost Escalation							Not Included
40	<b>Total Estimated Project Cost</b>							<b>\$ 11,056,004.03</b>



**REGULAR COMMITTEE OF THE WHOLE MEETING  
NOVEMBER 18, 2025**

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**Departments:** City Clerk

**Description of Topic:** Resolution appointing Ryan Long and Paul McGhee to the Board of Adjustment. (AR)

**Background/Description:** The appointment of Greg Kennedy to the Planning Commission creates a vacancy on the Board of Adjustment.

**Action Options/Recommendation:** Recommendation is to move Ryan Long from a supernumerary position to fill the remainder of Greg Kennedy's term as a regular member of the board, and to appoint Paul McGhee to fill the remainder of Ryan Long's term as supernumerary.

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

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**ATTACHMENTS:**

1. 12-02-25 25-xxx Appoint Board of Adjustment Long McGhee

**RESOLUTION NO. 25-xxx**

**A RESOLUTION APPOINTING  
RYAN LONG AND PAUL MCGHEE  
TO THE BOARD OF ADJUSTMENT**

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FINDINGS:

1. Chapter 2, Article V, Division 4 of the Orange Beach City Code establishes the Board of Zoning Adjustment.
2. Greg Kennedy has been appointed to the Planning Commission and, as a result, has vacated his position on the Board of Adjustment.
3. Mayor Kennon has recommended that Ryan Long be moved from his supernumerary position to fill the remaining term of Greg Kennedy as a regular member of the board, and has recommended that Paul McGhee be appointed to fill the remaining term of Ryan Long as supernumerary.

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

1. That Ryan Long be and is hereby appointed to serve on the Board of Adjustment for the remainder of Greg Kennedy's term ending on September 24, 2026;
2. That Paul McGhee be and is hereby appointed to serve on the Board of Adjustment as supernumerary for the remainder of Ryan Long's term ending on September 24, 2027;
3. That it be reaffirmed that the following persons have been appointed to the Board of Adjustment for the terms set out below:

Linda Bradley, three-year term ending September 24, 2026

Ryan Long, filling vacated three-year term ending September 24, 2026

David Dichiaro, three-year term ending September 24, 2027

Grant Nichols, supernumerary, filling vacated three-year term ending September 24, 2027

Paul McGhee, supernumerary, filling vacated three-year term ending September 24, 2027

Ryan Beebe, three-year term ending September 24, 2028

McGee Scarbrough, three-year term ending September 24, 2028

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

ADOPTED THIS 4<sup>th</sup> DAY OF NOVEMBER, 2025.

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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. 25-200, which was duly and legally adopted at a regular meeting of the City Council on November 4, 2025.

---

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING  
NOVEMBER 18, 2025**

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**Departments:** City Clerk

**Description of Topic:** Resolution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical exploration and engineering services for a new Pool at the Aquatics Center in an amount not to exceed \$5,200. (GS)

**Background/Description:**

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

1. 12-02-25 25-xxx Authorize Task Order GeoCon Pool Aquatics Center
2. 2025.11.13 Task Order GeoCon Engineering Pool Aquatics Center

**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 POOL AT THE AQUATICS CENTER  
IN AN AMOUNT NOT TO EXCEED \$5,200**

---

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 Pool at the Aquatics Center.
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 \$5,200.00 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 2<sup>nd</sup> DAY OF DECEMBER, 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 December 2, 2025.

\_\_\_\_\_  
City Clerk



November 12, 2025

**City of Orange Beach**

Post Office Box 458  
Orange Beach, Alabama 36561

Attn: Mr. Glenn Smith

**Re: Proposal for Geotechnical Exploration**

Proposed New Swimming Pool  
Orange Beach, Alabama

Dear Mr. Smith:

GeoCon Engineering & Materials Testing, Inc. is pleased to submit this proposal to provide geotechnical testing and engineering services for the above referenced project. We understand the project includes a new swimming pool located in Orange Beach, Alabama.

**Proposed Scope of Services**

This proposal is based on four (4) 40-foot-deep CPT soundings in the swimming pool area. The purpose of our investigation will be to determine the subgrade soil conditions in the proposed swimming pool area and make recommendations regarding subgrade preparation.

The collected soil test boring data and related soil laboratory test data would be evaluated by our engineering staff. A written geotechnical engineering report would be prepared and would include an assessment of the soil and groundwater conditions relative to the proposed swimming pool construction. The geotechnical report would be prepared and signed by a Professional Engineer registered in the state of Alabama.

**Fee Estimate**

Based on the proposed drilling and sampling, the proposed laboratory testing, and engineering work scope, we can provide geotechnical testing and engineering services for a cost of **\$5,200.00**.

**Scheduling**

We could proceed with the drilling and sampling within 2 weeks following your approval of the proposal. We estimate that drilling and sampling would be completed in 1 day, weather permitting, and soil laboratory testing could be completed in an additional 3 days. A completed geotechnical engineering report could be available within 2 weeks following completion of the drilling and sampling.

### **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. 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**

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,

**GeoCon, Inc.**

A handwritten signature in blue ink that reads "David A. Rachel". The signature is fluid and cursive, with the first name being the most prominent.

David A. Rachel  
President

### Proposal Authorization Form

**Please Print**

Accepted By: \_\_\_\_\_

Signature: \_\_\_\_\_

Entity: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Report will be addressed to: \_\_\_\_\_

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

\_\_\_\_\_  
(Architect, Structural or Civil Engineer, Builder, Owner, Etc.)

Customer Email Address: \_\_\_\_\_

Invoice sent to: Mailing Address or Email Address

Contact Number: \_\_\_\_\_

Property cleared and accessible? Y or N      Gate Code: \_\_\_\_\_

Project Address or PIN/Parcel number: \_\_\_\_\_

Proposed Amount: \$5,200.00

Date: \_\_\_\_\_

Comments: \_\_\_\_\_

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 18, 2025**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing execution of a medical services agreement with Foley Clinic Corp, dba Baldwin Health Medical Group Primary and Urgent Care at Orange Beach. (JL)

**Background/Description:**

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

1. 12-02-25 25-xxx Authorize Medical Services Agreement Baldwin Health
2. 2025.11.10 Medical Services Agreement Baldwin Health Employee Clinic

**RESOLUTION NO. 25-xxx**

**A RESOLUTION AUTHORIZING EXECUTION OF A  
MEDICAL SERVICES AGREEMENT WITH  
FOLEY CLINIC CORP (DBA BALDWIN HEALTH MEDICAL GROUP  
PRIMARY AND URGENT CARE AT ORANGE BEACH)**

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FINDINGS:

1. The City of Orange Beach and Foley Clinic Corp, doing business as Baldwin Health Medical Group Primary and Urgent Care at Orange Beach (hereinafter “Baldwin Health”), have reached an Agreement (attached Exhibit A) whereby Baldwin Health will provide healthcare plan services established by the City for its employees, covered spouses, and dependents enrolled in the city’s health plan.
2. After having reviewed said Agreement, the City Council has determined the terms are in the best interests 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 and City Clerk are hereby authorized 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 Baldwin Health 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 2<sup>nd</sup> DAY OF DECEMBER, 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 December 2, 2025.

\_\_\_\_\_  
City Clerk

## **MEDICAL SERVICES AGREEMENT**

This Agreement is by and between the City of Orange Beach, an Alabama Class 8 municipality (“City” or “Orange Beach”) and Foley Clinic Corp d/b/a Baldwin Health Medical Group Primary Care and Urgent Care at Orange Beach (“Baldwin Health”):

### **Article I – Recitals.**

Orange Beach has established a health care plan (the “Plan”) for certain of its employees, their spouses and dependents (the “Qualified Participants”), and wishes to engage Baldwin Health under this Agreement to provide Medical Services as described herein. Orange Beach designates its Human Resources Director as the person responsible for the administration of this Agreement.

Baldwin Health is a health services provider qualified to provide the services set forth in this Agreement. Margaret Roley, Chief Executive Officer (is/are) the officer(s) responsible for the administration of this Agreement and each are authorized to execute the Agreement on behalf of Baldwin Health.

### **Article II – Services, Facility, Equipment and Insurance.**

1. **Services.** Upon execution and the delivery of this Agreement, Baldwin Health shall provide a medical clinic for the use and benefit of the Qualified Participants. Baldwin Health shall provide at its sole expense, a staff of medical professionals (collectively, the “Medical Staff”) on site, consisting of not less than one physician, three nurse practitioners, and sufficient support staff to render general services. Any change in Physician or Practitioners shall be immediately reported to the City.
  - (a) **Scheduling of Services.** Services will be available at Baldwin Health on a schedule that accommodates the City’s work calendar, with initial hours of operation from 8:00 a.m. until 6:00 p.m. Monday through Friday and 8:00 a.m. until 2:00 p.m. Saturday and Sunday, subject to mutually approved adjustments to maximize utilization as agreed upon by written modification to this agreement. Scheduling will be made by appointment and walk-ins will be accommodated. Appointments will be made using twenty-minute time slots.
  - (b) **Onsite Medication Dispensing.** Based upon the utilization of medications derived from an analysis of the City’s claims data and the City’s formulary, when available, Baldwin Health will provide pre-packaged medications to be dispensed from Baldwin Health to the City’s employees based upon the Medical Staff’s orders for prescription medications. Baldwin Health shall also provide vaccination and immunization.
  - (c) **Laboratory Testing.** Lab tests ordered by the Medical Staff shall be performed By Labcorp or sent to another qualified laboratory, who will act as sub-contractor to Baldwin Health. The Medical Staff at Baldwin Health will perform the collection of testing samples prior to sending such samples to an offsite, qualified laboratory. Once the testing is complete, reports will be made available to the patients for their own use and/or made available through referral to other Physicians determined by the patients. The Medical Staff will provide any explanation of the results as desired by the patients and/or as deemed necessary by the Medical Staff immediately upon receipt thereof. The City will be responsible for reimbursing Labcorp for the cost of any lab test performed.
  - (d) **Physical Facility.** Unless otherwise allowed by written amendment to this contract, all services will be provided at Baldwin Health’s medical facility in Orange Beach located at 25908 Canal Road Suite D, at Baldwin Health’s sole expense.
  - (e) **Equipment and Supplies.** Baldwin Health will be responsible for all equipment and supplies used for the services.
2. **Standards of Medical Staff Performance.**

- (a) The Medical Staff shall perform the services according to the accepted standard of medical care prevailing in the local medical community at the time of treatment.
- (b) The Physician shall be available for in person appointments, supervise and direct the Practitioners, and both the Physician and the Practitioners shall supervise and direct other members of the Medical Staff, including nurses, medical assistants and administrative staff.
- (c) The Physician shall comply with all applicable laws and regulations with respect to the licensing and the regulation of Physicians, the privacy of patients, any other rights of patients or the practice of medicine, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as applicable, and any other laws relating to employment matters or environmental safety.
- (d) The Practitioners and staff, under the guidance of the Physician shall provide medical services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with the accepted standard of medical care prevailing in the medical community including but not limited to patient confidentiality and HIPAA.
- (e) The Physician and Practitioners shall maintain, during the term of this Agreement, appropriate credentials including:
  - (1) A duly issued and active license to practice medicine and prescribe and dispense medications in the State of Alabama;
  - (2) A good standing with his or her profession and state professional association;
  - (3) The absence of any license restriction, revocation, or suspension;
  - (4) The absence of any involuntary restriction placed on his or her federal DEA registration; and
  - (5) A duly issued and active registration for the Physician for the oversight of the Practitioners as necessary.
- (f) Baldwin Health shall provide current copies of all active required credentials to the City within 14 days of execution of this agreement and continuing upon the expiration and renewal of any credentials.
- (g) Practitioners or staff shall return all phone calls no later than the first business day following receipt of the call. All prescription refills shall be completed within 7 days of request from patient. In the event either of the timelines herein are not met, a written explanation shall be documented and presented to the City upon request.
- (h) Baldwin Health shall require any Physician or Practitioners to remove and promptly replace any member of the Medical Staff who has his or her professional license restricted, revoked, or suspended; has committed or is charged with the commission of a felony; is no longer in good standing with his or her professional or state licensing authority; or is denied or loses professional liability insurance coverage.
- (i) Baldwin Health further agrees to immediately notify the City in writing if any Physician, Practitioner or other Medical Staff becomes subject to any material litigation, investigation or regulatory proceeding with regard to medical malpractice or any other medical regulatory issues including Medicare/Medicaid reimbursement, fraud or abuse. Failure to comply with this section shall constitute breach of this agreement and shall be grounds for termination by the City. Upon termination of this agreement pursuant to this section, City shall provide 30 day notice.

### 3. Insurance.

- (a) Baldwin Health shall maintain throughout the term of this Agreement, professional liability insurance covering the acts and omissions of the Medical Staff with a carrier reasonably satisfactory

to the City in the minimum annual coverage amounts of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate. The City shall be named as an additional insured under the policy. Baldwin Health shall provide the City proof of such professional liability insurance maintained by the Medical Staff in accordance with paragraph (c) below.

- (b) Baldwin Health shall, at its own cost and expense obtain and maintain in full force and effect during the term of this Agreement, with carriers reasonably satisfactory to the City, the following insurance coverage: (i) workers' compensation insurance as required by the laws of the State of Alabama; and (ii) commercial general liability insurance, including broad form contractual liability coverage, with coverage at \$1,000,000.00 per occurrence and \$3,000,000.00 general aggregate, and the City named as an additional insured.
- (c) Concurrent with the execution of this Agreement, Baldwin Health shall have provided the City with current certificates of insurance evidencing the coverages required.
- (d) Any subcontractors or other independent contractors of Baldwin Health hired to provide or assist with any of the services contemplated by this Agreement shall be covered under the foregoing insurance policies, or such subcontractor or other independent contractor shall provide written proof to Baldwin Health and the City (subject to the City's reasonable satisfaction) of such subcontractor's or independent contractor's insurance coverage.

4. Relationship of Parties.

- (a) Baldwin Health and the City are independent of one another in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, joint venture or partner of the other. All persons furnished, used, retained or hired by or on behalf of Baldwin Health shall be considered to be solely the employees or agents or designees of Baldwin Health. Baldwin Health agrees that (i) it is responsible for payment of any kind and all unemployment, social security, and other payroll taxes for its employees and agents, as applicable, including any related assessments and contributions required by law; and (ii) will assure by contractual provisions (subject to the City's reasonable approval) that any subcontractors and/or their designees shall provide that they be solely responsible for payment or any and all applicable unemployment, social security, and other payroll taxes for their employees and agents, to the same extent as set forth in (ii) from this same paragraph.
- (b) Baldwin Health and its employees shall abide by any and all federal and state laws in connection with any regulated employment practices throughout the term of this Agreement and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.
- (c) The Physician and Practitioner shall be solely responsible for his or her actions and/or omissions, as well as the actions and/or omissions of any agent or any employee used by such Physician (including without limitation any Nurse or other Health Professional) in connection with providing the Medical Services contemplated by this Agreement. Neither the City nor Baldwin Health shall have any control or involvement in the independent exercise of medical judgment by the Physician and/or Practitioner and/or any Nurse or other Health Professional.

5. Indemnification. Baldwin Health agrees to and hereby does indemnify, defend and hold harmless the City, its Affiliates, representatives, employees, and agents from any and all claims, judgments, costs, liabilities, damages and expenses whatsoever, including reasonable attorneys' fees, arising from any acts or omissions by Baldwin Health in the delivery of health care services (including, but not limited to, any matters involving the actual or alleged malpractice by Baldwin Health or any Professional affiliated with Baldwin Health or their respective directors, officers, employees, Affiliates, representatives, and agents) to Covered Person pursuant to this Agreement. This provision shall survive termination or expiration of this Agreement

6. Other Health Professionals. The City agrees and acknowledges that Physician may from time to time have other Health Professionals, as defined in the next sentence, assist the Medical Staff and/or replace the Physician and/or Practitioner during his or her regularly scheduled time at the City's place of business (provided, however, that Baldwin Health will require the substitute Medical Staff to ensure that the services provided by replacement individuals do not exceed the scope of their professional training and licensure). "Health Professional" shall mean a duly licensed nurse, nurse practitioner, medical doctor and licensed physician's assistant.
7. Medical Records.
  - (a) Baldwin Health shall maintain all medical records, x-rays or other imaging materials, slides, and medical data records relating to patients of Baldwin Health (the "Records") with respect to all of the patients and shall maintain such records in a professional manner consistent with the accepted standards of medical practice and in compliance with HIPAA privacy standards (to the extent such HIPAA privacy standards apply). All Records maintained by the Medical Staff in connection with this Agreement, except as otherwise provided by law, shall be the sole property of the Medical Staff and Baldwin Health.
  - (b) Baldwin Health shall retain the Records relating to each patient for the following prescribed periods:
    - (1) In the case of any patient who is at least eighteen (18) years of age as of the effective date hereof, ten (10) years from the anniversary date of the last patient encounter (or any longer period hereafter required by applicable state or federal law);
    - (2) In the case of any patient who is under the age of eighteen (18) years of age as of the effective date hereof, until the patient has reached an age of twenty-one (21) years, or ten (10) years from the anniversary date of the last patient encounter, whichever is later (or any longer period hereafter required by applicable state or federal law); and
    - (3) After the expiration of the applicable time period described in paragraphs 1 and 2, Baldwin Health shall dispose of the Records in a manner maintaining patient confidentiality and in accordance with applicable laws and regulations and standards of professional ethics governing the disposition of patient medical records.
  - (c) Upon request, Baldwin Health shall provide the City with the formulary and/or analysis of medications dispensed.
8. Quarterly Reports. Baldwin Health shall provide to the City, within a reasonable period of time, written reports with respect to the provision of Medical Services.

### **Article III – Compensation.**

- (a) Fee. In full consideration for the services to be provided under this agreement, Orange Beach shall pay Baldwin Health \$160.00 per Patient Visit. For the purposes of this Agreement, "Patient Visit" includes the first seven (7) appointments that are related to a single diagnosis, treatment and follow-up, required of the patient.
  - (b) Employees shall not be required to pay any co-pays or other fees for services.
9. Payment. The City agrees to compensate Baldwin Health at the rate for services performed at the agreed upon rate set forth above.
    - (a) Baldwin Health shall submit regular invoices that contain an invoice number, date, description and date of services, fees, and other such information that may be required to the Human Resources Director, City of Orange Beach, PO Box 458, Orange Beach, AL 36561.

(b) Baldwin Health shall be responsible for the accuracy of all bills submitted. The City shall promptly review the invoice and may decline to pay an invoice if: (1) it does not contain the information specified above; (2) the invoice (without reasonable cause) is received more than 30 days after the service was provided; or (3) there is an unresolved dispute over an item on the invoice.

(c) All approved invoices shall be paid within 21 days of approval.

10. Medication Dispensing Fee. When applicable, Baldwin Health shall invoice the City once per month for medications dispensed through Baldwin Health. The City shall be billed at a rate equal to the then existing rates provided by the vendor selected through the City's pharmacy benefit manager. Such invoice shall be delivered and paid in the same manner as Baldwin Health normal monthly invoices are paid as set out herein. Vaccinations and immunizations shall be billed to the City at Baldwin Health's cost plus 10%. See attached Exhibit B for inventory list of medications and pricing.

#### **Article IV – Term and Termination.**

11. Agreement. This Agreement shall be for a term of one (1) year commencing on January 1, 2026, subject to earlier termination in accordance with this Agreement.

12. Termination without Cause. Either Party may terminate this Agreement without cause at any time following the provision of ninety (90) days' advance written notice to the other Party.

13. Termination for Default.

(a) Baldwin Health may terminate this Agreement if the City defaults under the Agreement and fails to cure such default within fifteen (15) days after written notice thereof of a payment related default, or (b) within forty-five (45) days after written notice thereof of any other default unless otherwise stated herein.

(b) The City may terminate this Agreement if Baldwin Health defaults under the Agreement and fails to cure such default within fifteen (15) days after written notice thereof; provided, however, if the default is not reasonably susceptible of being cured within such fifteen (15) day period, the cure period shall be extended for an additional thirty (30) days on the condition that Baldwin Health shall have commenced, within the original fifteen (15) day period, efforts to effect such cure.

(c) Renegotiation. In the event there is any legal development, including without limitation, a change in Medicare, Medicaid, or other federal or state statutes, rules, regulations, principles or interpretations thereof, that renders any of the material terms of this Agreement unlawful or unenforceable (including any services rendered or compensation to be paid hereunder), or a definitive judicial or applicable state legal interpretation that substantially affects the arraignment in an adverse manner (collectively, a "Negative Legal Development") or any dispute as to any other matter hereunder, each party hereto shall have the immediate right upon notice to the other party (the "Notice") to initiate the renegotiation of the affected term or terms of this Agreement, so as to remedy the impacts of the Negative Legal Development or dispute in a manner that substantially maintains the then-existing economic relationships set forth herein, if it is legal to accomplish the change while maintaining substantially such economic and governance relationship.

(d) Alternative Dispute Resolution. The parties will make a good faith attempt to resolve any and all claims and disputes. Before resorting to litigation, the parties agree to participate in non-binding mediation conducted by a person who is registered and in good standing with the Alabama State Court Mediator roster. The costs of the mediation shall be borne equally by the parties. If the parties cannot agree on a mediator, the parties shall request the Circuit Court in Baldwin County to appoint a qualified mediator. Nothing herein shall preclude either party from seeking temporary injunctive relief from a court of competent jurisdiction.

14. Effect of Expiration or Termination. The expiration or the termination of this Agreement shall not affect the obligation of the City to pay compensation to Baldwin Health for outstanding invoices for the period prior to such expiration or termination and shall not affect the obligation of Baldwin Health to provide monthly reports for the period prior to the effective date of such expiration or termination. The indemnity obligations of this Agreement shall survive the termination of this Agreement for a period of two (2) years.

**Article V – Miscellaneous.**

15. Notice. All notices and other communications permitted or required pursuant to this Agreement shall be in writing, addressed to the parties at the addresses set out herein, or to such other addresses as the parties may designate from time to time in accordance with this Agreement. All notices and other communications shall be (a) mailed by certified or registered mail, return receipt requested, postage pre-paid, (b) or personally delivered. Notices mailed shall be deemed given as of three (3) days after the official U.S. postmark date and notices personally delivered shall be deemed given at the time of receipt.

Notices shall be sent as follows:

To the City:	City Clerk City of Orange Beach, Alabama PO Box 458 Orange Beach, AL 36561
W/Required Copy to:	City Attorney City of Orange Beach, Alabama PO Box 458 Orange Beach, AL 36561
To FCC:	Foley Clinic Corp d/b/a Baldwin Health Medical Group Primary Care and Urgent Care at Orange Beach Attn: Margaret Roley 25908 Canal Road, Suite D Orange Beach, AL 36561

16. Entire Agreement. This Agreement constitutes the entire Agreement between the City and Baldwin Health with respect to the subject matter hereof and supersedes all prior agreements. This Agreement shall not be amended or waived, in whole or in part, except in writing signed by the Mayor and approved by the City Council and Baldwin Health.

17. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Alabama.

18. Access to Business Books and Records. Baldwin Health agrees to provide access to their books and records, specific to Qualified Participants, to the City during normal business hours.

19. Successors. This Agreement is binding upon the parties and their successors, but shall not be transferrable. The City shall have the right to terminate this Agreement if there is a change in ownership. Baldwin Health shall use best efforts to provide, within seven (7) days of any change in ownership, provide notice of such change to the City. IN WITNESS WHEREOF, the City and Baldwin Health have executed and delivered this Agreement as follows:

CITY OF ORANGE BEACH, ALABAMA  
An Alabama Class 8 Municipal Corporation

\_\_\_\_\_  
By: Tony Kennon, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

FOLEY CLINIC CORP d/b/a  
BALDWIN HEALTH MEDICAL GROUP  
PRIMARY CARE AND URGENT  
CARE at ORANGE BEACH  
An Alabama Limited Liability Corporation

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

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, an Alabama municipal corporation, 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, and being duly sworn under oath, 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 \_\_\_\_ day of December, 2025.

\_\_\_\_\_  
Notary Public  
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 \_\_\_\_\_, whose name(s) as Officer(s), of Foley Clinic Corp d/b/a Baldwin Health Medical Group Primary Care and Urgent Care at Orange Beach, an Alabama limited liability corporation, (is/are) signed to the foregoing Agreement, and who (is/are) known to me, acknowledged before me on this day, that being informed of the contents of the above and foregoing, and being duly sworn under oath, they, as such officer(s) 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 \_\_\_\_ day of December, 2025.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



**REGULAR COMMITTEE OF THE WHOLE MEETING  
NOVEMBER 18, 2025**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing execution of a medical services agreement with Coastal 3 Holdings, LLC, dba Southern Rapid Healthcare. (JL)

**Background/Description:**

**Action Options/Recommendation:**

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

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**ATTACHMENTS:**

1. 12-02-25 25-xxx Authorize Medical Services Agreement Southern Rapid Healthcare
2. 2025.11.10 Medical Services Agreement Southern Rapid Healthcare Employee Clinic

**RESOLUTION NO. 25-xxx**

**A RESOLUTION AUTHORIZING EXECUTION OF A  
MEDICAL SERVICES AGREEMENT WITH  
COASTAL 3 HOLDINGS, LLC  
(DBA SOUTHERN RAPID HEALTHCARE)**

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FINDINGS:

1. The City of Orange Beach and Coastal 3 Holdings, LLC, doing business as Southern Rapid Healthcare (hereinafter “Southern Rapid”), have reached an Agreement (attached Exhibit A) whereby Southern Rapid will provide healthcare plan services established by the City for its employees, covered spouses, and dependents enrolled in the city’s health plan.
2. After having reviewed said Agreement, the City Council has determined the terms are in the best interests 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 and City Clerk are hereby authorized 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 Southern Rapid 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 2<sup>nd</sup> DAY OF DECEMBER, 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 December 2, 2025.

\_\_\_\_\_  
City Clerk

## **MEDICAL SERVICES AGREEMENT**

This Agreement is by and between the City of Orange Beach, an Alabama Class 8 municipality (“City” or “Orange Beach”) and Coastal 3 Holdings, LLC, d.b.a. Southern Rapid Healthcare (“SRH”):

### **Article I – Recitals.**

Orange Beach has established a health care plan (the “Plan”) for certain of its employees, their spouses and dependents (the “Qualified Participants”), and wishes to engage SRH under this Agreement to provide Medical Services as described herein. Orange Beach designates its Human Resources Director as the person responsible for the administration of this Agreement.

SRH is a health services provider qualified to provide the services set forth in this Agreement. Nurse Practitioners Shelia Stephens, Julie Murphy and Elizabeth Michon, are the officers responsible for the administration of this Agreement and each are authorized to execute the Agreement on behalf of SRH.

### **Article II – Services, Facility, Equipment and Insurance.**

1. **Services.** Upon execution and the delivery of this Agreement, SRH shall provide a medical clinic for the use and benefit of the Qualified Participants. SRH shall provide at its sole expense, a staff of medical professionals (collectively, the “Medical Staff”) on site, consisting of not less than three nurse practitioners, and sufficient support staff to render general medical services. A Physician shall be available for consultation with nurse practitioners and available for in person patient appointments at least one day per week. Any change in Physician or Practitioners shall be immediately reported to the City.
  - (a) **Scheduling of Services.** Services will be available at SRH on a schedule that accommodates the City’s work calendar, with hours of operation from 8:00 a.m. until 6:00 p.m. Monday through Friday and 8:00 a.m. until 2:00 p.m. Saturday, subject to mutually approved adjustments to maximize utilization as agreed upon by written modification to this agreement. Scheduling will be made by appointment and walk-ins will be accommodated. Appointments will be made using twenty-minute time slots.
  - (b) **Onsite Medication Dispensing.** Based upon the utilization of medications derived from an analysis of the City’s claims data and the City’s formulary, SRH will provide pre-packaged medications to be dispensed from SRH to the City’s employees based upon the Medical Staff’s orders for prescription medications. SRH shall also provide vaccination and immunization.
  - (c) **Laboratory Testing.** Lab tests ordered by the Medical Staff shall be performed by Labcorp or sent to another qualified laboratory, who will act as sub-contractor to SRH. The Medical Staff at SRH will perform the collection of testing samples prior to sending such samples to an offsite, qualified laboratory. Once the testing is complete, reports will be made available to the patients for their own use and/or made available through referral to other Physicians determined by the patients. The Medical Staff will provide any explanation of the results as desired by the patients and/or as deemed necessary by the Medical Staff immediately upon receipt thereof.
  - (d) **Physical Facility.** Unless otherwise allowed by written amendment to this contract, all services will be provided at SRH’s medical facility in Orange Beach located at 4223 Orange Beach Boulevard, at SRH’s sole expense.
  - (e) **Equipment and Supplies.** SRH will be responsible for all equipment and supplies used for the services.
2. **Standards of Medical Staff Performance.**
  - (a) The Medical Staff shall perform the services according to the accepted standard of medical care prevailing in the local medical community at the time of treatment.

- (b) The Physician shall be available for in person patient appointments, supervise and direct the Practitioners to the extent required by law, and the Practitioners shall supervise and direct other members of the Medical Staff, including nurses, medical assistants and administrative staff.
- (c) The Physician shall comply with all applicable laws and regulations with respect to the licensing and the regulation of Physicians, the privacy of patients, any other rights of patients or the practice of medicine, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as applicable, and any other laws relating to employment matters or environmental safety.
- (d) The Practitioners and staff, under the guidance of the Physician shall provide medical services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with the accepted standard of medical care prevailing in the medical community including but not limited to patient confidentiality and HIPAA.
- (e) The Physician and Practitioners shall maintain, during the term of this Agreement, appropriate credentials including:
  - (1) A duly issued and active license to practice medicine and prescribe and dispense medications in the State of Alabama;
  - (2) A good standing with his or her profession and state professional association;
  - (3) The absence of any license restriction, revocation, or suspension;
  - (4) The absence of any involuntary restriction placed on his or her federal DEA registration; and
  - (5) A duly issued and active registration for the Physician for the oversight of the Practitioners as necessary.

SRH shall provide current copies of all active required credentials to the City within 14 days of execution of this agreement and continuing upon the expiration and renewal of any credentials.

- (f) Practitioners or staff shall return all phone calls no later than the first business day following receipt of the call. All prescription refills shall be completed within 7 days of request from patient. In the event either of the timelines herein are not met, a written explanation shall be documented and presented to the City upon request.
- (g) SRH shall require any Physician or Practitioners to remove and promptly replace any member of the Medical Staff who has his or her professional license restricted, revoked, or suspended; has committed or is charged with the commission of a felony; is no longer in good standing with his or her professional or state licensing authority; or is denied or loses professional liability insurance coverage.
- (h) SRH further agrees to immediately notify the City in writing if any Physician, Practitioner or other Medical Staff becomes subject to any litigation, investigation or regulatory proceeding with regard to medical malpractice or any other medical regulatory issues including Medicare/Medicaid reimbursement, fraud or abuse. Failure to comply with this section shall constitute breach of this agreement and shall be grounds for termination by the City. Upon termination of this agreement pursuant to this section, City shall provide 30 day notice.

### 3. Insurance.

- (a) SRH shall maintain throughout the term of this Agreement, professional liability insurance covering the acts and omissions of the Medical Staff with a carrier reasonably satisfactory to the City in the minimum annual coverage amounts of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate. The City shall be named as an additional insured under the policy. SRH shall

provide the City proof of such professional liability insurance maintained by the Medical Staff in accordance with paragraph (c) below.

- (b) SRH shall, at its own cost and expense obtain and maintain in full force and effect during the term of this Agreement, with carriers reasonably satisfactory to the City, the following insurance coverage: (i) workers' compensation insurance as required by the laws of the State of Alabama; and (ii) commercial general liability insurance, including broad form contractual liability coverage, with coverage at \$1,000,000.00 per occurrence and \$3,000,000.00 general aggregate, and the City named as an additional insured.
- (c) Concurrent with the execution of this Agreement, SRH shall have provided the City with current certificates of insurance evidencing the coverages required.
- (d) Any subcontractors or other independent contractors of SRH hired to provide or assist with any of the services contemplated by this Agreement shall be covered under the foregoing insurance policies, or such subcontractor or other independent contractor shall provide written proof to SRH and the City (subject to the City's reasonable satisfaction) of such subcontractor's or independent contractor's insurance coverage.

#### 4. Relationship of Parties.

- (a) SRH and the City are independent of one another in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, joint venture or partner of the other. All persons furnished, used, retained or hired by or on behalf of SRH shall be considered to be solely the employees or agents or designees of SRH. SRH agrees that (i) it is responsible for payment of any kind and all unemployment, social security, and other payroll taxes for its employees and agents, as applicable, including any related assessments and contributions required by law; and (ii) will assure by contractual provisions (subject to the City's reasonable approval) that any subcontractors and/or their designees shall provide that they be solely responsible for payment or any and all applicable unemployment, social security, and other payroll taxes for their employees and agents, to the same extent as set forth in (ii) from this same paragraph.
- (b) SRH and its employees shall abide by any and all federal and state laws in connection with any regulated employment practices throughout the term of this Agreement and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.
- (c) The Physician and Practitioner shall be solely responsible for his or her actions and/or omissions, as well as the actions and/or omissions of any agent or any employee used by such Physician (including without limitation any Nurse or other Health Professional) in connection with providing the Medical Services contemplated by this Agreement. Neither the City nor SRH shall have any control or involvement in the independent exercise of medical judgment by the Physician and/or Practitioner and/or any Nurse or other Health Professional.
- (d) SRH reserves the right to deny services to any qualified participant based upon the occurrence of repeated excessive disrespectful, aggressive, or other disruptive behavior as determined by written report of a practitioner. Any written report created pursuant to this section shall be maintained by SRH.

#### 5. Indemnification.

- (a) To the fullest extent permitted by law, SRH hereby agrees to indemnify, defend, and hold harmless the City, its subsidiaries, and the directors, officers, representatives, agents, and employees of each or any such entity, from and against any and all claims, losses, damages, expenses, attorney fees, demands, suits and causes of action of every kind and character and all other liabilities (collectively, "Claims") arising out of or in any way incident to, related to or in connection with the provision of

services contemplated by this Agreement, any claim of wrongdoing or action or inaction by a Physician, a Practitioner or Medical Staff or anything related to the activities at SRH except to the extent such Claim arises from the negligent actions or inactions of the City which are not within SRH's reasonable control.

- (b) Should any Claim arise for which SRH may be liable under the terms of this Agreement, the City may defend against any such Claim in such manner as it may deem appropriate, and it may compromise or settle such Claim on such terms as it, in its sole discretion, deems to be appropriate after consultation with SRH.
- (c) SRH shall promptly reimburse the City for the amount of all liabilities, damages, costs of settlement, fees, costs and expenses, including attorney's fees, incurred by the City in connection with the defense against, investigation of, and settlement of such Claim or litigation.
- (d) If no settlement of any such Claim is made, SRH will satisfy any judgment rendered with respect to such Claim or in such litigation, before the City is required to do so, and will pay all costs and expenses, including attorney's fees, incurred by the City with respect thereto.

6. Other Health Professionals. The City agrees and acknowledges that Physician may from time to time have other Health Professionals, as defined in the next sentence, assist the Medical Staff and/or replace the Physician and/or Practitioner during his or her regularly scheduled time at the City's place of business (provided, however, that SRH will require the substitute Medical Staff to ensure that the services provided by replacement individuals do not exceed the scope of their professional training and licensure). "Health Professional" shall mean a duly licensed nurse, nurse practitioner, medical doctor and licensed physician's assistant.

7. Medical Records.

- (a) SRH shall maintain all medical records, x-rays or other imaging materials, slides, and medical data records relating to patients of SRH (the "Records") with respect to all of the patients and shall maintain such records in a professional manner consistent with the accepted standards of medical practice and in compliance with HIPAA privacy standards (to the extent such HIPAA privacy standards apply). All Records maintained by the Medical Staff in connection with this Agreement, except as otherwise provided by law, shall be the sole property of the Medical Staff and SRH.
- (b) SRH shall retain the Records relating to each patient for the following prescribed periods:
  - (1) In the case of any patient who is at least eighteen (18) years of age as of the effective date hereof, ten (10) years from the anniversary date of the last patient encounter (or any longer period hereafter required by applicable state or federal law);
  - (2) In the case of any patient who is under the age of eighteen (18) years of age as of the effective date hereof, until the patient has reached an age of twenty-one (21) years, or ten (10) years from the anniversary date of the last patient encounter, whichever is later (or any longer period hereafter required by applicable state or federal law); and
  - (3) After the expiration of the applicable time period described in paragraphs 1 and 2, SRH shall dispose of the Records in a manner maintaining patient confidentiality and in accordance with applicable laws and regulations and standards of professional ethics governing the disposition of patient medical records.
- (c) Upon request, SRH shall provide the City with the formulary and/or analysis of medications dispensed.

8. Quarterly Reports. SRH shall provide to the City, within a reasonable period of time, written reports with respect to the provision of Medical Services. At a minimum this report shall include medications dispensed, costs billed to the City, and number of patients seen during the quarter.

### **Article III – Compensation.**

9. Fee. In full consideration for the services to be provided under this agreement, Orange Beach shall pay SRH \$160.00 per Patient Visit. For the purposes of this Agreement, “Patient Visit” includes all appointments that are related to a single diagnosis, treatment and follow-up, regardless of the number of trips actually required of the patient.
  - (a) There shall be no charge for patients who visit the clinic for vaccinations and/or immunizations.
  - (b) Counseling services shall be billed at the rate of one hundred dollars (\$100.00) per hour.
  - (c) Employees shall not be required to pay any co-pays or other fees for services.
10. Payment. The City agrees to compensate SRH at the rate for services performed at the agreed upon rate set forth above.
  - (a) SRH shall submit regular invoices that contain an invoice number, date, description and date of services, fees, and other such information that may be required to the Human Resources Director, City of Orange Beach, PO Box 458, Orange Beach, AL 36561.
  - (b) SRH shall be responsible for the accuracy of all bills submitted. The City shall promptly review the invoice and may decline to pay an invoice if: (1) it does not contain the information specified above; (2) the invoice (without reasonable cause) is received more than 30 days after the service was provided; or (3) there is an unresolved dispute over an item on the invoice.
  - (c) All approved invoices shall be paid within 21 days of approval.
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### **Article IV – Term and Termination.**

12. Agreement. This Agreement shall be for a term of one (1) year commencing on January 1, 2026, subject to earlier termination in accordance with this Agreement.
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  - (a) SRH may terminate this Agreement if the City defaults under the Agreement and fails to cure such default within fifteen (15) days after written notice thereof of a payment related default, or (b) within forty-five (45) days after written notice thereof of any other default unless otherwise stated herein.
  - (b) The City may terminate this Agreement if SRH defaults under the Agreement and fails to cure such default within fifteen (15) days after written notice thereof; provided, however, if the default is not reasonably susceptible of being cured within such fifteen (15) day period, the cure period shall be extended for an additional thirty (30) days on the condition that SRH shall have commenced, within the original fifteen (15) day period, efforts to effect such cure.
  - (c) Renegotiation. In the event there is any legal development, including without limitation, a change in Medicare, Medicaid, or other federal or state statutes, rules, regulations, principles or

interpretations thereof, that renders any of the material terms of this Agreement unlawful or unenforceable (including any services rendered or compensation to be paid hereunder), or a definitive judicial or applicable state legal interpretation that substantially affects the arraignment in an adverse manner (collectively, a “Negative Legal Development”) or any dispute as to any other matter hereunder, each party hereto shall have the immediate right upon notice to the other party (the “Notice”) to initiate the renegotiation of the affected term or terms of this Agreement, so as to remedy the impacts of the Negative Legal Development or dispute in a manner that substantially maintains the then-existing economic relationships set forth herein, if it is legal to accomplish the change while maintaining substantially such economic and governance relationship.

- (d) Alternative Dispute Resolution. The parties will make a good faith attempt to resolve any and all claims and disputes. Before resorting to litigation, the parties agree to participate in non-binding mediation conducted by a person who is registered and in good standing with the Alabama State Court Mediator roster. The costs of the mediation shall be borne equally by the parties. If the parties cannot agree on a mediator, the parties shall request the Circuit Court in Baldwin County to appoint a qualified mediator. Nothing herein shall preclude either party from seeking temporary injunctive relief from a court of competent jurisdiction.

- 14. Effect of Expiration or Termination. The expiration or the termination of this Agreement shall not affect the obligation of the City to pay compensation to SRH for outstanding invoices for the period prior to such expiration or termination and shall not affect the obligation of SRH to provide monthly reports for the period prior to the effective date of such expiration or termination. The indemnity obligations of this Agreement shall survive the termination of this Agreement for a period of two (2) years.

**Article V – Miscellaneous.**

- 15. Notice. All notices and other communications permitted or required pursuant to this Agreement shall be in writing, addressed to the parties at the addresses set out herein, or to such other addresses as the parties may designate from time to time in accordance with this Agreement. All notices and other communications shall be (a) mailed by certified or registered mail, return receipt requested, postage pre-paid, (b) or personally delivered. Notices mailed shall be deemed given as of three (3) days after the official U.S. postmark date and notices personally delivered shall be deemed given at the time of receipt.

Notices shall be sent as follows:

To the City:	City Clerk City of Orange Beach, Alabama PO Box 458 Orange Beach, AL 36561
W/Required Copy to:	City Attorney City of Orange Beach, Alabama PO Box 458 Orange Beach, AL 36561
To SRH:	Southern Rapid Healthcare, Inc. Attn: Shelia Stephens 4223 Orange Beach Boulevard Orange Beach, AL 36561

- 16. Entire Agreement. This Agreement constitutes the entire Agreement between the City and SRH with respect to the subject matter hereof and supersedes all prior agreements. This Agreement shall not be

amended or waived, in whole or in part, except in writing signed by the Mayor and approved by the City Council and SRH.

- 17. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Alabama.
- 18. Access to Business Books and Records. SRH agrees to provide access to their books and records to the City during normal business hours.
- 19. Successors. This Agreement is binding upon the parties and their successors, but shall not be transferrable. The City shall have the right to terminate this Agreement if there is a change in ownership. SRH shall, within seven (7) days of any change in ownership, provide notice of such change to the City.

IN WITNESS WHEREOF, the City and SRH have executed and delivered this Agreement as follows:

CITY OF ORANGE BEACH, ALABAMA  
An Alabama Class 8 Municipal Corporation

\_\_\_\_\_  
By: Tony Kennon, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

SOUTHERN RAPID HEALTHCARE, INC.  
An Alabama Limited Liability Corporation

By: \_\_\_\_\_  
Shelia Stephens, CRNP

By: \_\_\_\_\_  
Julie Murphy, CRNP

By: \_\_\_\_\_  
Elizabeth Michon, CRNP

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, an Alabama municipal corporation, 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, and being duly sworn under oath, 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 \_\_\_\_ day of December, 2025.

\_\_\_\_\_  
Notary Public  
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 Shelia Stephens, whose name as Officer of Coastal 3 Holdings, LLC d/b/a Southern Rapid Healthcare, an Alabama limited liability corporation, 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, and being duly sworn under oath, she, 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 \_\_\_\_ day of December, 2025.

\_\_\_\_\_  
Notary Public  
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 Julie Murphy, whose name as Officer of Coastal 3 Holdings, LLC d/b/a Southern Rapid Healthcare, an Alabama limited liability corporation, 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, and being duly sworn under oath, she, 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 \_\_\_\_ day of December, 2025.

\_\_\_\_\_  
Notary Public  
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 Elizabeth Michon, whose name as Officer of Coastal 3 Holdings, LLC d/b/a Southern Rapid Healthcare, an Alabama limited liability corporation, 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, and being duly sworn under oath, she, 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 \_\_\_\_ day of December, 2025.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



**REGULAR COMMITTEE OF THE WHOLE MEETING  
NOVEMBER 18, 2025**

---

**Departments:** City Clerk

**Description of Topic:** Resolution approving the Fiscal Year 2026 Budget for the City of Orange Beach, including the transfer of special revenue funds to general fund for special revenue fund projects. (FH)

**Background/Description:**

**Action Options/Recommendation:**

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

---

**ATTACHMENTS:**

1. 12-02-25 25-xxx Approve FY2026 Budget
2. 2026 Budget Draft 2025.11.14

**RESOLUTION NO. 25-xxx**

**A RESOLUTION APPROVING THE FISCAL YEAR 2026 BUDGET FOR  
THE CITY OF ORANGE BEACH, INCLUDING THE TRANSFER OF  
SPECIAL REVENUE FUNDS TO GENERAL FUND FOR  
SPECIAL REVENUE FUND PROJECTS**

---

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

1. That the budget for the City of Orange Beach for the Fiscal Year 2026 consisting of pages 1-59 (attached Exhibit A) is approved and adopted by the City Council;
2. That the aforementioned budget includes the transfer of \$403,000 of Special Revenue Funds to the General Fund to help pay the cost of the various Special Revenue Fund projects; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 2<sup>nd</sup> DAY OF DECEMBER, 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 December 2, 2025.

---

City Clerk

# DRAFT



# 2026 BUDGET

Draft 11.01.2025



CITY OF  
ORANGE BEACH  
ALABAMA

**CITY OF ORANGE BEACH, ALABAMA**  
**2025 Budget**  
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# DRAFT

## General Fund Operating Comparison

	<b>25 Budget</b>	<b>26 Budget</b>	<b>Inc/(Dec)</b>
Admin	6,219,593	6,406,923	187,330
CD	2,006,407	2,390,554	384,147
Coastal Resources	3,060,699	3,107,081	46,383
Communications	756,282	812,317	56,036
Corrections	896,447	858,526	(37,921)
Court	436,806	532,955	96,149
Expect Excellence	2,839,520	2,907,828	68,308
Finance	1,607,670	1,426,749	(180,921)
Fire	11,292,278	12,869,768	1,577,490
Landscape	1,493,689	1,398,928	(94,761)
P&R	534,387	856,345	321,958
Sportsplex	1,937,654	2,368,014	430,360
Pool	665,264	708,296	43,032
Sr. Center	338,430	338,649	219
Golf	797,255	836,535	39,280
Tennis/Pickleball	0	271,697	271,697
Fitness Center	1,123,320	932,217	(191,103)
Performing Arts	925,287	831,936	(93,351)
Police	8,989,807	9,945,835	956,028
Street	3,088,615	3,126,425	37,810
Health Insurance	5,650,000	6,300,000	650,000
School Funding	8,800,000	8,600,000	(200,000)
Wharf Agreement	2,500,000	2,500,000	0
GF Debt	7,564,812	8,536,022	971,210
<b>GF Operating Expenses</b>	<b>73,524,221</b>	<b>78,863,600</b>	<b>5,339,379</b>
Salary Study Increase		2,000,000	
<b>Total General Fund Non Capital</b>		<b>80,863,600</b>	

# DRAFT

## Enterprise Fund Comparison

	24 Budget	25 Budget	Inc/(Dec)
Library	750,000	846,276	96,276
Refuse Revenue	2,750,000	2,755,000	5,000
Refuse Expenses	3,556,347	3,917,692	361,345
Refuse Capital	364,000	235,000	(129,000)
Surplus (deficit)	(1,170,347)	(1,397,692)	366,345
Sewer Revenues	7,200,000	7,955,000	755,000
Sewer Expenses	4,520,518	5,007,699	487,181
Sewer Debt	2,001,100	2,002,045	945
Sewer Capital	658,000	2,163,000	1,505,000
Surplus (deficit)	20,382	(1,217,744)	(1,238,126)
Event Revenues	200,000	142,000	(58,000)
Event Expenses	1,016,186	778,682	(237,504)
Event Capital	81,500	0	(81,500)
Surplus (deficit)	(897,686)	(479,720)	(261,004)
Art Revenue	648,500	730,000	81,500
Art Expenses	1,140,217	1,380,202	239,985
Art Capital	250,000	0	(250,000)
Surplus (deficit)	(741,717)	(650,202)	91,515
<b>Total Enterprise Revenue</b>	<b>10,798,500</b>	<b>11,582,000</b>	<b>783,500</b>
<b>Total Enterprise Expense</b>	<b>14,337,868</b>	<b>16,330,596</b>	<b>1,992,728</b>

2026 CAPITAL REQUEST

Description	Expense	Reimbursement	Notes
ADMIN CAPITAL EQUIPMENT			
ADMIN CAPITAL PROJECTS	1,600,000		Land acquisition(\$2M), Old Finance Reno(\$1.5M), Veterans Memorial addition of Space Force(\$100k).
SCHOOL CAPITAL			
HAZARD MITIGATION SAFE ROOM	6,000,000	5,400,000	Grant Management, Architect Design, Engineering, Bid Specs
PERFORMING ARTS CAPITAL			
CITYWIDE RENOVATIONS	400,000		Citywide Cameras, and city sign redesign
NEW CIVIC CENTER	700,000		Building Design
COURT CAPITAL EQUIPMENT			
FINANCE CAPITAL EQUIP			
POLICE STATION CONSTRUCTION			
POLICE CAPITAL EQUIPMENT	1,625,500	1,025,000	New radios(\$1.212M -\$1M Grant), Command Truck(\$75k), 3 replace Tundra(\$142k), k9(\$25kGrant), Indoor Drone(\$30k), Pole Camera(\$25k), Golf Cart(\$12k), 3 Rams (\$105k)
FEMA PORT SECURITY POLICE GRANT			
CORRECTIONS CAPITAL EQUIP	21,500		Live Scan IRIS
COMMUNICATIONS CAPITAL	90,000		Dispatch Console and Radio Console
FIRE STATION RENOVATION	5,000,000		New training/surf rescue building (\$2M), Drill Field Renovation(\$3M)
FIRE GRANT	1,000,000	1,000,000	AFG- SCBA for Fire Department
FIRE CAPITAL EQUIPMENT	1,527,810		Brush 2(\$85k), 2 replacement vehicle(\$120K), Lifeguard tower(88K),2 Lucas Device(43k), 3UTVs (\$75k),2 Zoll(\$116k), 2 Ambulance(\$1M)
ROADWAYS/PAVING/RESURFACE	1,500,000		Paving plus Jubilee Point and Bay Circle Extension
STREET CAPITAL EQUIPMENT	355,000		Skid Steer(\$110k), Dump Truck(\$205k), Versa Trac(\$40k)
WOLF BAY BRIDGE			
REC TRAIL PJT			No current project.
POWERLINE ROAD	39,000		Project designed and permitted if Council moves forward in future
JUBILEE POINT ROAD IMPROVEMENT			
RECREATION CTR COMPLEX	1,488,000		Parking Lot Pave(\$320k), Court Cabana(\$28k), Court Resurface(\$70k), 4 New Courts(\$875k), Replace lights(\$195k)
EXPECT E EQUIPMENT	90,000		ADA Van
EXPECT E CAPITAL			
PAC CAPITAL EQUIPMENT	100,000		LED Screen Replacements
SPORTSPLEX	392,500		Turf fields(\$500k), Batting Cage (\$35k), Concession Roll Up(\$20k), Office Reno(\$50k), Replace '06 Truck(\$50k), Repaint Plex(\$90k), Replace Equip(\$147k)
POOL	7,000,000		Pool Phase 1
PICKLEBALL	1,250,000		
WATERFRONT PARK	143,000		Replace Pavilion/Restroom Metal Roofs(\$120k), Kids Park surface reseal(\$23k)
SR. CENTER	45,000		Finish Flooring
GOLF COURSE	230,000		Golf Carts(\$200k), Working Carts(\$30k)
CONTORNO PARK	150,000		Develop Contorno Lake Park(\$150k)
P & R CAPITAL EQUIPMENT	50,000		Site improvements: picnic tables, benches, bike racks etcs(\$50k)
ART CENTER			
COASTAL FACILITIES	75,000		Beach monitoring (\$55k) and beach tilling (\$20k)
TAP SIDEWALK GRANT			
SIDEWALK CANAL	1,500,000		Wilson to Bay La & Project Management
LANDSCAPE CAPITAL	60,000		Truck replacement (\$60k)
COMMUNITY DEVELOPMENT CAPITAL EQUIP	90,000		2 replacement trucks
CITY TRAFFIC IMPROVEMENTS	550,000		Upgrade traffic detection cameras and signal operations citywide, Culvers/Wharf light (\$350k)
COASTAL RESOURCE CAPITAL EQUIP	120,000		Replace '15 Truck(\$50k), Replace '14 Flatbed(\$70k)
GOMESA WATERWAY ENHANCEMENT	-	-	Funds have already been received for grant. Grant closed.
SEA TURTLE (RESTORE)	256,700	1,318,000	Project will be complete and funds will be reimbursed 100%
COASTAL WILDLIFE CENTER	-	-	Project will be completed in 2025 and all funds will be reimbursed.
SHOOTING RANGE	1,000,000		Building into 2027? GOMESA request?
WATERFRONT SHORELINE PROJECT	230,000		Extension of the boardwalk from behind the Art Center to connect to the trail- no grant funds
ROSEMARY DUNES CABINS	123,000		Glamping office/laundry- funding is the balance of donations from Brett Robinson/Young Family
NFWF MARINE DEBRIS	-	-	Grant closed in 2025.
PPBEP GREENHOUSE PROJECT	57,656	57,565	Funds will be 100% reimbursed.
ADEM 319 GRANT	50,000	50,000	WWLC parking and drainage
NRDA MARINE DEBRIS GRANT	195,725	195,725	NRDA Marine Debris Grant- begins April 2025. (\$978,640 / 5 years= \$195,728 per year. Only 9 months in year one = \$146,796)
OB STORMWATER _ RESTORE	150,000	150,000	Bear Point
SEWER PLANT UPGRADES			
SEWER GROUND UPGRADES	3,026,000		Russian Rd (\$736k), Hwy 161 Sinkhole(\$55k), Wolf Bay Lift (\$85k), Plant Difusers(\$175k), CR 4 lift (\$475k), Survey, desgin 5MGD Expansion (\$1.5M)
SEWER CAPITAL EQUIPMENT	137,000		Truck replacement (\$52k), 4in Godwin OPump(\$85k)
REFUSE	82,000		Leaf Vacuum 4
EVENT BUILDING UPGRADES	155,000		Stage Replacement(\$75k), Video Replacement(\$50k), Sidewalk Replace(\$30k)
EVENT CAPITAL EQUIPMENT			
<b>TOTAL CAPITAL EQUIPMENT AND PROJECTS</b>	<b>38,655,391</b>	<b>9,196,290</b>	Net Capital = \$29,459,101 not including Civic Center

# DRAFT

Debt Payments by Year												
	SEWER	GENERAL	SCHOOL	GENERAL	GENERAL	S47%G53%	GENERAL	GENERAL				
YEAR	2006/2012	2021	2022A	2022B	2007B/2013	2009	2010A	2010B	TOTAL	SEWER	GENERAL	YEAR
2011	1,049,925				393,975	2,667,082	259,035	165,150	4,535,167	2,303,454	2,231,713	2011
2012	1,049,925				393,975	2,693,430	259,035	165,150	4,561,515	2,315,837	2,245,678	2012
2013	895,431				151,858	2,925,868	259,035	165,150	4,397,342	2,270,589	2,126,753	2013
2014	1,046,088				282,258	3,085,805	259,035	165,150	4,838,335	2,496,416	2,341,919	2014
2015	1,679,538				386,344	1,819,705	1,299,452	1,008,483	6,193,521	2,534,799	3,658,722	2015
2016	1,682,563				1,457,950	1,826,142	1,396,790	1,082,767	7,446,211	2,540,849	4,905,362	2016
2017	1,679,913				1,462,250	1,759,830	1,399,607	1,088,646	7,390,245	2,507,033	4,883,212	2017
2018	2,076,971				1,478,183	1,431,705	1,402,902	1,087,504	7,477,265	2,749,872	4,727,393	2018
2019	2,114,588				1,464,100	1,597,194	1,401,768	1,091,613	7,669,263	2,865,269	4,803,994	2019
2020	2,119,192				1,464,700		116,803	91,000	3,791,695	2,119,192	1,672,503	2020
2021	222,699	1,790,854			1,461,425				3,474,978	222,699	3,252,279	2021
2022	485,667	3,046,212	795,667	62,292	1,464,500				5,854,338	485,667	5,368,671	2022
2023	2,006,143	3,046,667	3,660,615	409,100					9,122,525	2,006,143	7,116,382	2023
2024	2,001,100	3,046,667	3,626,936	369,597					9,044,299	2,001,100	7,043,200	2024
2025	1,998,077	3,045,733	3,592,738	1,949,930					10,586,479	1,998,077	8,588,402	2025
2026	2,002,045	3,044,000	3,558,014	1,931,408					10,535,467	2,002,045	8,533,422	2026
2027	2,002,062	3,044,800	3,522,755	1,912,610					10,482,226	2,002,062	8,480,164	2027
2028	2,002,907	3,046,267	3,486,953	1,893,530					10,429,656	2,002,907	8,426,749	2028
2029	2,000,434	3,044,933	3,450,599	1,874,164					10,370,131	2,000,434	8,369,697	2029
2030	2,005,562	3,044,133	3,413,686	1,854,510					10,317,891	2,005,562	8,312,329	2030
2031		3,045,400	3,376,204	1,834,561					8,256,165		8,256,165	2031
2032		3,043,533	3,338,145	1,814,314					8,195,993		8,195,993	2032
2033		3,045,200	3,299,500	1,793,765					8,138,465		8,138,465	2033
2034		3,045,133	3,260,260	1,772,908					8,078,302		8,078,302	2034
2035		3,044,933	3,220,415	1,751,740					8,017,089		8,017,089	2035
2036		3,044,467	3,179,957	1,730,255					7,954,679		7,954,679	2036
2037		3,045,267	3,138,876	1,708,449					7,892,592		7,892,592	2037
2038		3,042,133	3,097,162	1,686,317					7,825,612		7,825,612	2038
2039		3,043,400	3,054,806	1,663,854					7,762,060		7,762,060	2039
2040		3,043,733	3,011,797	1,641,055					7,696,586		7,696,586	2040
2041		2,028,000	2,968,127	1,617,915					6,614,042		6,614,042	2041
2042			2,923,783	1,594,430					4,518,213		4,518,213	2042

# DRAFT

## 2026 Budget Totals

Department	2025 Budget	2026 Budget	Inc/(Dec)
001-000-200 AD VALOREM TAXES	6,500,000	7,000,000	500,000
001-000-201 BEER TAXES	600,000	600,000	0
001-000-202 WINE TAXES	60,000	60,000	0
001-000-203 GASOLINE TAX	90,000	90,000	0
001-000-204 FRANCHISE TAX	1,600,000	1,800,000	200,000
001-000-205 SALES TAX	18,600,000	19,500,000	900,000
001-000-206 TOBACCO TAX	50,000	50,000	0
001-000-207 LODGING TAX	36,000,000	43,000,000	7,000,000
001-000-208 USE TAX	2,000,000	2,500,000	500,000
001-000-209 RENTAL TAX	500,000	600,000	100,000
001-000-226 BUSINESS LICENSE	3,000,000	3,700,000	700,000
001-000-228 BUILDING PERMITS	1,000,000	1,100,000	100,000
<b>Major Revenue Total</b>	<b>70,000,000</b>	<b>80,000,000</b>	<b>10,000,000</b>
001-000-231 IMPACT FEE P & R	100,000	100,000	0
001-000-232 IMPACT FEE FIRE	100,000	100,000	0
001-000-233 IMPACT FEE POLICE	50,000	50,000	0
001-000-234 IMPACT FEE TRANS	0	0	0
001-000-235 IMPACT FEE LIBRARY	0	0	0
001-000-237 OPIOID SETTLEMENT	0	50,000	50,000
001-000-251 ADEM (COASTAL MGT)	37,500	37,500	0
001-000-256 STATE PARK REIMBURSEMENT	60,000	80,000	20,000
001-000-257 CVB SPORTSPLEX REIMBURSEMENT	200,000	0	(200,000)
001-000-260 FIN INSTI EXCISE TAX	75,000	75,000	0
001-000-261 OIL PRODUCTION PRIV TAX	1,000	1,000	0
001-000-262 2% TAX ON ABC STORE SALES	30,000	30,000	0
001-000-272 TAP SIDEWALK GRANT	387,200	387,200	0
001-000-273 CANAL ROAD (RESTORE)	0	0	0
001-000-275 SEA TURTLE (RESTORE)	1,318,000	1,318,000	0
001-000-277 WILDLIFE REHAB CENTER (RESTORE)	200,000	0	(200,000)
001-000-280 HAZARD MITIGATION SAFE ROOM GRANT	641,731	5,400,000	4,758,269
001-000-281 P&R SALES REVENUE	265,000	265,000	0
001-000-282 P&R SALES TAX	26,500	26,500	0
001-000-283 P&R SALES TAX PAID	-20,000	-20,000	0
001-000-285 FEMA PORT SECURITY GRANT POLICE	347,463	0	(347,463)
001-000-290 OTHER GRANTS	4,765,145	2,091,090	(2,674,055)
001-000-301 BOA VARIANCE/APPEAL FEE	1,000	1,000	0
001-000-304 PLANNING APPLICATIONS	45,000	45,000	0
001-000-307 CONTRACTS/SVC I RGTS	855,000	1,000,000	145,000
001-000-310 COPIES	4,000	4,000	0
001-000-311 PERSONNEL SVC REIM	141,000	141,000	0
001-000-313 FINES/RESTITUTIONS	510,000	300,000	(210,000)
001-000-316 GIFTS	30,000	30,000	0
001-000-319 INTEREST EARNED	1,000,000	2,500,000	1,500,000
001-000-325 MISCELLANEOUS INCOME	55,000	55,000	0
001-000-326 COASTAL RESOURCES PROCEEDS	25,000	25,000	0
001-000-327 WWLC FEES	45,000	45,000	0
001-000-328 P&R CONCESSION SALES	295,000	250,000	(45,000)
001-000-330 P&R FACILITY FEES	400,000	600,000	200,000
001-000-332 P&R LESSONS	40,000	40,000	0
001-000-334 P&R PROGRAM FEES	85,000	100,000	15,000

# DRAFT

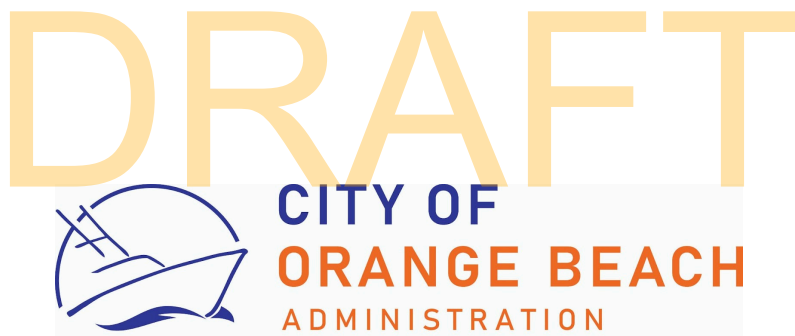
## 2026 Budget Totals

Department	2025 Budget	2026 Budget	Inc/(Dec)
001-000-336 EXPECT EXCELLENCE FEE	145,000	145,000	0
001-000-337 RENTALS - LAND/BLDGS	150,000	200,000	50,000
001-000-338 FIRE EMS REVENUE	375,000	375,000	0
001-000-339 PERFORMING ARTS CENTER	50,000	50,000	0
001-000-340 SURPLUS PROCEEDS	50,000	50,000	0
001-000-341 FESTIVAL REVENUE	30,000	30,000	0
001-000-342 GOLF CART PERMITS	10,000	10,000	0
001-000-343 TENNIS CTR FEES	25,000	25,000	0
001-000-344 WWLC KAYAK RENTAL FEES	0	500	500
001-000-345 SHOOTING RANGE MEMBERSHIP FEES	0	40,000	40,000
001-000-347 SHOOTING RANGE MERCHANDISE FEES	0	30,000	30,000
001-000-363 INSURANCE PROCEEDS	0	2,000,000	2,000,000
001-000-365 SEWER FEE	1,500,000	1,500,000	0
<b>Grant Total</b>	<b>7,659,539</b>	<b>9,196,290</b>	<b>1,536,751</b>
<b>Other GF</b>	<b>6,791,000</b>	<b>10,386,500</b>	<b>3,595,500</b>
<b>Total Other GF</b>	<b>14,450,539</b>	<b>19,582,790</b>	<b>5,132,251</b>
100-000-284 VEHICLE TAGS	25,000	25,000	0
100-000-285 VEHICLE TAX	65,000	125,000	(60,000)
100-000-286 STATE PETRO FEE	2,500	2,500	0
100-000-287 STATE 4 CENT TAX	8,500	8,500	0
100-000-288 STATE 5 CENT TAX	4,500	4,500	0
100-000-289 STATE 7 CENT TAX	15,000	15,000	0
100-000-290 STATE VEHICLE LIC	1,500	1,500	0
100-000-292 AL TRUST FUND DIST	75,000	75,000	0
100-000-297 CT CLK JUD ADMIN FUND	20,000	20,000	0
100-000-298 ABM CONSERVATION FUND	16,000	16,000	0
100-000-300 REBUILD AL GAS TAX	50,000	50,000	0
100-000-319 INTEREST EARNED	10,000	10,000	0
200-000-319 INTEREST EARNED	50,000	50,000	0
<b>Special Revenue</b>	<b>343,000</b>	<b>403,000</b>	<b>(60,000)</b>
403-000-275 SEWER SERVICE FEES	7,200,000	7,200,000	0
403-000-276 SEWER TAP FEES	150,000	600,000	450,000
403-000-319 INTEREST EARNED	100,000	150,000	50,000
403-000-325 MISCELLANEOUS INCOME	5,000	5,000	0
404-000-280 GARBAGE SVC FEES	2,750,000	2,750,000	0
404-000-325 MISCELLANEOUS INCOME	5,000	5,000	0
411-000-275 EVENT RENTAL FEES	100,000	100,000	0
411-000-276 USAGE FEES	32,000	32,000	0
411-000-277 COMM CTR RENTAL FEES	10,000	10,000	0
430-000-275 RENTAL FEES	230,000	300,000	70,000
430-000-280 TICKET SALES	4,500	4,500	0
430-000-281 SALES REVENUE	235,000	240,000	5,000
430-000-282 SALES TAX	23,500	24,000	500
430-000-285 AL COUN ARTS GRANT	2,000	2,000	0
430-000-316 GIFTS	1,500	1,500	0
430-000-325 MISCELLANEOUS INCOME	2,000	2,000	0
430-000-332 LESSONS	85,000	85,000	0

# DRAFT

## 2026 Budget Totals

Department	2025 Budget	2026 Budget	Inc/(Dec)
430-000-334 PROGRAMS	30,000	32,000	2,000
430-000-335 FESTIVALS REVENUE	35,000	39,000	4,000
<b>ENTERPRISE TOTAL</b>	<b>11,000,500</b>	<b>11,582,000</b>	(581,500)
<b>GF Major Revenue</b>	<b>70,000,000</b>	<b>80,000,000</b>	10,000,000
<b>GF Other</b>	<b>6,791,000</b>	<b>10,386,500</b>	3,595,500
<b>Special Revenue</b>	<b>343,000</b>	<b>403,000</b>	60,000
<b>Grant Reimbursement</b>	<b>7,659,539</b>	<b>9,196,290</b>	1,536,751
<b>Enterprise</b>	<b>11,000,500</b>	<b>11,582,000</b>	581,500
<b>Revenue Subtotal</b>	<b>95,794,039</b>	<b>111,567,790</b>	15,773,751



### Orange Beach Administration

**Purpose:** The City of Orange Beach Administrative Department is based at Orange Beach City Hall and is composed of the City Clerk’s Office, Legal Division, Human Resources Division, Procurement Division, executive staff, and supporting administrative staff. The primary purpose of the Administration Department is to serve as a communication bridge between elected officials and the public. The Administration Department provides centralized support for the municipality’s daily operations and long-term goals set by the Mayor and City Council.

**Hours:** Monday-Friday, 8 a.m. to 5 p.m.

**Address:** 4099 Orange Beach Boulevard

**Phone:** 251-981-6979

**Website:** <https://www.orangebeachal.gov>

**Staff:** 13 full-time employees

**Director:** City Clerk Renee Eberly

**Budget:** \$6,406,923 (FY2025)

**Reason for 2026 budget increase:** New HR software and requirement for all employees to have a city email. Increased workers compensation insurance.

#### Features:

- The **City Clerk** is a position appointed by City Council to serve as the Custodian of public records for the City of Orange Beach, which includes all minutes, resolutions, ordinances, contracts, and the City's Municipal Code. The City Clerk is required to attend all City Council meetings and is responsible for preparing the agendas and minutes of the City Council meetings. The Clerk oversees all municipal elections, including the administration of candidate statements, ballots, and legal advertising. In addition, the City Clerk is the official custodian of the City's corporate seal and has signature authority, which is required on all ordinances and resolutions and other official documents of the City. The City Clerk's Office is a citywide information and document resource center.
  - Employees: 1 full-time
- The **City Attorney** is a position appointed by City Council to represent the City in all causes in which the City is interested. The City Attorney provides legal counsel to the Mayor, City Council, and other City officials, such as Department Heads, agencies and boards relative to all aspects of City government, including ordinances, contracts, policies, procedure, compliance with state and federal law, claims and collections, enforcement of local ordinances, and real estate matters.
  - Employees: 2 full-time

# DRAFT

- **Human Resources** recruits and retains the most qualified, competent, and motivated employees for the City. The city's employee-friendly environment offers competitive wages and a robust benefits package. The City's employees are its most important asset in accomplishing its varied goals and objectives to support the motto, "Life is Better Here."
  - Employees: 4 full-time
- **Procurement** supports all City Departments by sourcing quality goods and services in an ethical, cost-effective, and timely manner while ensuring that Federal and State regulations and City policies and procedures are being followed.
  - Employees: 1 full-time
- Executive and administrative staff at City Hall serve as liaisons between the public and elected officials. Staff also assist with disseminating information back to the public through various forms of communication including press releases, newsletters, City website, social media accounts, and electronic message boards.
  - Employees: 5 full-time

# DRAFT

## 2026 Budget Totals

Department	2025 Budget	2026 Budget	Inc/(Dec)
<b>001 Administration</b>			
001-001-401 SALARIES	1,420,492	1,398,868	(21,624)
001-001-402 OVERTIME	4,000	4,000	0
001-001-460 RETIREMENT	88,000	105,215	17,215
001-001-470 FICA	104,001	107,319	3,318
001-001-490 SUTA	1,000	1,000	0
001-001-491 INSURANCE/WORK COMP	850,000	950,000	100,000
001-001-507 EQUIPMENT/SMALL	339,000	238,000	(101,000)
001-001-510 GAS/OIL	7,000	7,000	0
001-001-513 SUPPLIES/JANITORIAL	4,000	6,000	2,000
001-001-516 SUPPLIES/OPERATING	40,000	62,000	22,000
001-001-540 UNIFORMS	2,400	5,600	3,200
001-001-605 COMMUNICATIONS	35,000	50,000	15,000
001-001-608 DUES/MEMBERSHIP/SUBSCRIPT	17,000	18,000	1,000
001-001-610 INSURANCE/PTY&LIAB	1,400,000	1,400,000	0
001-001-612 PROFESSIONAL FEES	1,207,700	1,506,420	298,720
001-001-616 RPR/MAINT PLANT/BLDGS	164,000	54,000	(110,000)
001-001-618 RPR/MAINT EQUIPMENT	10,000	10,000	0
001-001-622 RPR/MAINT VEHICLES	10,000	10,000	0
001-001-630 TRAINING/TRAVEL	145,500	148,000	2,500
001-001-635 UTILITIES	35,000	50,000	15,000
001-001-640 MISCELLANEOUS	7,500	10,000	2,500
001-001-641 EMPLOYEE ADVISORY COMM	20,000	20,000	0
001-001-645 AID TO OTHER GOVTS	178,000	178,000	0
001-001-650 EXHIBITIONS & PROMOTIONS	130,000	67,500	(62,500)
001 Administration Subtotal	<b>6,219,593</b>	<b>6,406,923</b>	187,330

# DRAFT



**CITY OF**  
**ORANGE BEACH**  
MUNICIPAL COURT

## Orange Beach Municipal Court

**Purpose:** The Orange Beach Municipal Court has jurisdiction over misdemeanor traffic, non-traffic and municipal ordinances violations that occur within the city limits or within the police jurisdiction of the City of Orange Beach.

**Hours:** Monday-Friday, 8:00 a.m. to 5 p.m.

**Phone:** 251-981-2444

**Website:** <https://www.orangebeachal.gov/195/Municipal-Court>

**Staff:** 4 full-time employees

**Director:** Pamela Davis

**Budget:** Revenue: (2025 Revenue thru 10/29/25: \$363,523.74)  
Expense: \$532,955

**Reason for 2026 budget increase: Court Renovation (see below)**

### Features:

- The Orange Beach Municipal Court serves as the Judicial Branch of our Municipality. Court is held twice monthly, generally the second Wednesday and fourth Tuesday of each month.
- Our court staff includes Court Director Pam Davis, Magistrates Christy Palmer, Jill Weatherford and Johnnie Sue Gilbert, Judge Michael Dasinger, and Prosecutor Spencer Davis.
- The Municipal Court Judge presides over court proceedings, including misdemeanor traffic, non-traffic and municipal ordinance violations. The Judge also conducts the Initial Appearance Hearings as required for individuals arrested who cannot post bond within 72 hours of their arrest.
- On behalf of the City of Orange Beach, the Municipal Court Prosecutor handles the prosecution of persons charged with misdemeanor traffic, non-traffic and municipal ordinance violations. The Prosecutor also manages cases appealed from the Municipal Court to the Circuit Court of Baldwin County.
- The Court Director and Magistrates are responsible for the daily operations of the court. Our responsibilities are both judicial and administrative in accordance with state rules and laws. Magistrates hold positions of public trust. To maintain the integrity of court processes, Magistrates are required to uphold confidentiality for all cases filed with the court. The Magistrates are on-call 24/7 as needed to conduct various hearings and for consultation with our law enforcement officers.
- Additionally, the Court offers a Defensive Driving School for young drivers and adults. This option provides an alternative to convictions for moving offenses.

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We offer two courses, taught by our National Safety Council certified officers. These courses are assigned to offenders from other municipal courts in the area, and are available to the public for a small fee.

## **Court Renovation:**

The Municipal Court complex was built in 2002. All flooring is original. My proposal is to replace all flooring with a combination of polyaspartic coating and plank flooring, and also replace the wooden benches with chairs. In the Magistrate's admin office, two of the workstations are 30+ years old. All can be funded by the court's discretionary funds which are summarized below.

### **Court Clerks Judicial Admin Fund (12-19-310 Code of Alabama)**

*Ten dollars (\$10) of each fee in municipal court shall be retained by the presiding municipal judge or the municipal court clerk for the operation of the municipal court and are distributed to the municipality for the operation of the municipal courts.*

### **Disposition of Funds (12-19-312 Code of Alabama)**

*(b) The fee allocated for the court clerk's fund shall be expended at the discretion of the clerk, to support the functions of the office of the clerk.*

### **Corrections Fund (11-47-7.1, Code of Alabama)**

These funds are allocated exclusively for the operation, maintenance and equipping of the municipal court complex and jail which includes renovation expenses. Currently, these funds are split each month 50/50 with the jail to offset their operating expenses.

# DRAFT

## 2026 Budget Totals

Department	2025 Budget	2026 Budget	Inc/(Dec)
<b>010 Court</b>			
001-010-401 SALARIES	255,785	252,614	(3,171)
001-010-402 OVERTIME	19,000	13,000	(6,000)
001-010-460 RETIREMENT	17,500	19,921	2,421
001-010-470 FICA	21,021	20,319	(702)
001-010-490 SUTA	100	100	0
001-010-507 EQUIPMENT/SMALL	9,000	3,000	(6,000)
001-010-510 GAS/OIL	200	200	0
001-010-513 SUPPLIES/JANITORIAL	5,000	5,000	0
001-010-516 SUPPLIES/OPERATING	9,000	9,000	0
001-010-540 UNIFORMS	800	800	0
001-010-605 COMMUNICATIONS	2,700	3,200	500
001-010-608 DUES/MEMBERSHIP/SUBSCRIPT	3,200	3,300	100
001-010-612 PROFESSIONAL FEES	81,000	75,000	(6,000)
001-010-616 RPR/MAINT PLANT/BLDGS	10,000	125,000	115,000
001-010-622 RPR/MAINT VEHICLES	1,000	1,000	0
001-010-630 TRAINING/TRAVEL	1,500	1,500	0
010 Court Subtotal	436,806	532,955	96,149



### Orange Beach Finance Department

**Purpose:** The Finance Department strives to provide the citizens, employees, and customers of the City of Orange Beach with quality financial management, financial reporting, and cost-effective acquisition of goods and services for the City consistent with local, state, and federal laws and governmental accounting and regulatory requirements.

**Hours:** Monday through Friday, 7 a.m. to 5 p.m.  
**Phone:** 251-981-6096  
**Website:** <https://www.orangebeachal.gov/267/Finance-Department>  
**Staff:** 10 full-time employees  
**Director:** Ford Handley  
**Budget:** \$1,426,749

**Change for 2026 budget:** Finance is requesting either another full time accountant or part time revenue officer to assist with delinquencies.

**Features:**

- Business Licenses are issued by the Finance Department for new businesses as needed and annually, each January, for ongoing businesses. Renewal notices are mailed; however, it is the responsibility of the business to meet the renewal deadline, whether they have received the renewal notice or not. Anyone doing business or soliciting for business in the City of Orange Beach must have a Business License.
- The Finance Department collects various local taxes in Sales (general, automotive, machine/agriculture), Lodging, Use (general, automotive, machine/agriculture), and Lease (General, Auto/Linens, etc.).
- The Finance Department collects the city sewer service fees and manages the financial operations for all departments in the city.
- Finance handles all the revenues, accounts payables, payroll for the City.
- Our budget includes all of the financial software used by all the departments.

# DRAFT

## 2026 Budget Totals

Department	2025 Budget	2026 Budget	Inc/(Dec)
<b>020 Finance</b>			
001-020-401 SALARIES	832,935	894,645	61,710
001-020-402 OVERTIME	1,000	1,000	0
001-020-460 RETIREMENT	59,367	59,367	0
001-020-470 FICA	63,796	68,517	4,721
001-020-490 SUTA	220	220	0
001-020-507 EQUIPMENT/SMALL	25,000	25,000	0
001-020-510 GAS/OIL	1,500	1,500	0
001-020-516 SUPPLIES/OPERATING	24,000	24,000	0
001-020-540 UNIFORMS	500	500	0
001-020-605 COMMUNICATIONS	35,000	35,000	0
001-020-608 DUES/MEMBERSHIP/SUBSCRIPT	500	500	0
001-020-612 PROFESSIONAL FEES	517,352	270,000	(247,352)
001-020-616 RPR/MAINT PLANT/BLDGS	15,000	15,000	0
001-020-618 RPR/MAINT EQUIPMENT	750	750	0
001-020-622 RPR/MAINT VEHICLES	750	750	0
001-020-630 TRAINING/TRAVEL	15,000	15,000	0
001-020-635 UTILITIES	15,000	15,000	0
020 Finance Subtotal	1,607,670	1,426,749	(180,921)



## Orange Beach Community Development

**Purpose:** The Community Development Department carries out the following primary functions: City Planning, Building Permits & Inspections, Engineering, Construction Management, Code Enforcement, and Geographic Information Systems.

**Hours:** Monday through Friday, 8 a.m. to 5 p.m.

**Phone:** 251-981-2610

**Website:** <https://www.orangebeachal.gov/176/Community-Development>

**Staff:** 15 full-time employees

**Director:** Adam Roberson

**Budget:** \$2,390,554

### Reason for 2026 budget increase:

- The 2026 budget request reflects a 27% increase. This includes a 10% salary increase to address any recommendations that may come from recent compensation study. The increase also accounts for two new staff positions and the necessary equipment to support them. Additional contributors to the budget rise include the purchase of a LiDAR drone to help identify and resolve stormwater issues within the City, as well as professional fees for a consultant to update the zoning code and complete the comprehensive plan.

### Staff increase:

- The needs of an Engineering Assistant to provide field and inspection support, as ongoing growth and expanded responsibilities have made the City Engineer's workload—encompassing stormwater management, infrastructure inspections, design work, and compliance—unsustainable without additional help.
- The City needs a City Planner Assistant to support Griffin Powell, whose unsustainable workload—managing all development reviews, zoning compliance, public meetings, and upcoming Comprehensive Plan and Zoning Code updates—now exceeds what a single staff member can handle.

# DRAFT

## Features:

- The **Planning & Zoning and Code Enforcement Division** Provides assistance to the development community to ensure that future growth and change happens in accordance with policies and ordinances. This includes development review, environmental review, comprehensive long and short-term planning, and stormwater management & transportation planning. Promotes and maintains a safe and desirable living and working environment for Orange Beach residents and business owners. The code enforcement program is proactive in addressing unsightly yards and structures, public nuisances, trash abatement, vacant building monitoring and unpermitted construction.
  - Employees: 4
- The **Building Permitting & Inspections Division** regulates construction development to safeguard and ensure the health and safety of the public. The division provides permits, plan review, and building inspections to ensure compliance with building codes.
  - Employees: 5
- The **Construction Management Division** Manages all city construction projects along with maintaining the city facilities.
  - Employees: 3
- The **Engineering & Geographic Information Systems (GIS) Division** oversees all city engineering functions and infrastructure reviews and all stormwater management. Provides special data and analysis resources for the city's decision makers, staff and citizens. GIS functions include geographic projects, state-of-the-art map preparation and generation, addressing assignment, spatial data collection, development and maintenance.
  - Employees: 3

# DRAFT

## 2026 Budget Totals

Department	2025 Budget	2026 Budget	Inc/(Dec)
<b>030 Community Development</b>			
001-030-401 SALARIES	1,204,741	1,350,000	145,259
001-030-402 OVERTIME	2,000	2,500	500
001-030-460 RETIREMENT	82,000	101,438	30,688
001-030-470 FICA	92,316	103,466	22,626
001-030-490 SUTA	250	250	0
001-030-507 EQUIPMENT/SMALL	43,400	92,600	49,200
001-030-510 GAS/OIL	12,000	12,000	0
001-030-513 SUPPLIES/JANITORIAL	2,500	2,500	0
001-030-516 SUPPLIES/OPERATING	33,500	28,500	(5,000)
001-030-540 UNIFORMS	4,500	5,000	500
001-030-605 COMMUNICATIONS	20,000	25,000	5,000
001-030-608 DUES/MEMBERSHIP/SUBS	32,700	40,000	7,300
001-030-612 PROFESSIONAL FEES	319,500	485,100	165,600
001-030-614 RENTALS	200	200	0
001-030-616 RPR/MAINT PLANT/BLDG	55,300	42,000	(13,300)
001-030-618 RPR/MAINT EQUIPMENT	4,500	4,500	0
001-030-620 RPR/MAINT GROUNDS	1,000	1,000	0
001-030-622 RPR/MAINT VEHICLES	13,500	13,500	0
001-030-630 TRAINING/TRAVEL	47,500	46,000	(1,500)
001-030-635 UTILITIES	35,000	35,000	0
030 Community Development Subtotal	2,006,407	2,390,554	556,872

# DRAFT



## Orange Beach Police Department

### Purpose:

The mission of the Orange Beach Police Department is to create positive relationships through community engagement with a human-focused approach to law enforcement. The department is organized into multiple divisions including, Patrol, Marine, Investigative, Intelligence, Communications, Corrections and Support Services.

### History:

Orange Beach Police became its own department in 1993. Prior to 1993, the city had a Department of Public Safety and the department utilized members who were police officers that were also cross-trained to be firefighters/paramedics and vice versa.

**Hours:** 24 hours a day, 365 days a year  
**Phone:** 251-981-9777  
**Website:** <https://www.orangebeachal.gov/293/Police-Department>  
**Staff:** 94/106 full-time employees, 9 part-time employees  
**Director:** Interim Chief David "Trent" Johnson  
**Budget:** The Police Budget is broken down into Police, Communications and Corrections  
Police: \$9,945,835 (minus capital)  
Communications Division: \$812,317 (minus capital)  
Corrections Budget \$858,526 (minus capital)

### 2026 budget increases:

#### Police - Increase of \$956,028

- Personnel- \$953,277 (includes salaries, overtime, retirement, FICA and SUTA)
  - We hired 7 police officers in 2025 and currently have 3 in the pipeline to begin in late 2025, early 2026
  - A 3% across the board increase to account for the unknown variables of the compensation study
  - Small equipment increase to replace aging equipment

#### Communications - Increase of \$56,036

- Personnel - Budgeted for full staffing and merit increases
- Professional Fees - Astro/SUA Warranty/Maintenance 2025 payment deferred to 2026 due to billing cycle issues

# DRAFT

## Corrections - Decrease of \$37,921

- Personnel - Adjusted personnel schedules to accommodate an even number of personnel

### Features:

- The **Patrol Division** patrols the City to proactively prevent crime and be readily available to respond to calls for service and take reports for crimes committed. Uniform patrol is also responsible for traffic and DUI enforcement providing safe roadways and pedestrian paths for residents and guests.
  - Employees at full staffing: 43
- The **Investigative Division** conducts follow up investigations for all misdemeanor and felony crimes ranging from thefts, domestic violence, frauds, sex crimes and homicides.
  - Employees at full staffing: 8
- The **Intelligence Division** is responsible for gathering, storing, evaluating, and distributing criminal intelligence information. This information is collected for the purpose of identifying criminal patterns, trend developments, identification of suspects, and identifying officer safety issues. The Intelligence Division is also composed of the department's digital forensics investigators who are responsible for extracting and analyzing data from digital devices to aid in the identification, apprehension and prosecution of suspects.
  - Employees at full staffing: 5
- The **Communications Division** is the first point of contact between the need for law enforcement and the officers responding. They are trained to empathetically obtain the pertinent information, to include urgency and safety issues, and relay it timely and accurately for responding officers.
  - Employees at full staffing: 9
- The **Marine Division's** primary responsibility is to patrol our waterways to ensure boaters and vessel passengers are safe. They also enforce State law and city ordinances within the police jurisdiction on the water.
  - Employees at full staffing: 9
- The **Support Services Division** is composed of corrections, training, procurement, animal control, and support services technicians. Corrections is responsible for the safe and secure housing of pre-sentenced arrestees, ranging from misdemeanors to felonies (later transported to Baldwin County Jail) as well as sentenced inmates. Training is responsible for coordinating the necessary training all sworn law enforcement is required to have each year as well as our in house requirements. Animal Control is responsible for the safe capture and housing of a variety of domesticated animals as well as the enforcement of our animal control ordinances. Support Services are a catch all group responsible for a variety of tasks to include our school zone traffic, fleet management transportation and are extensively involved with our community outreach programs.
  - Employees at full staffing: 23

# DRAFT

- The **Administrative Division** is composed of office, janitorial, and IT staff, as well as the chief and deputy chiefs. Office, janitorial and IT staff ensure that the day to day operations of the department run smoothly. The chief is responsible for ensuring the mission, vision and value of the department align with community values. The deputy chiefs are responsible for ensuring that the mission, vision and values are implemented at every level and in all operations of the department.
  - Employees at full staffing: 9

# DRAFT

## 2026 Budget Totals

Department	2025 Budget	2026 Budget	Inc/(Dec)
<b>100 Police</b>			
001-100-401 SALARIES	5,685,153	6,274,719	589,566
001-100-402 OVERTIME	455,000	550,000	95,000
001-100-460 RETIREMENT	365,000	511,854	146,854
001-100-470 FICA	469,722	522,091	52,369
001-100-490 SUTA	1,300	2,541	1,241
001-100-507 EQUIPMENT/SMALL	391,165	456,145	64,980
001-100-510 GAS/OIL	270,000	260,000	(10,000)
001-100-516 SUPPLIES/OPERATING	120,000	125,000	5,000
001-100-540 UNIFORMS	120,000	125,000	5,000
001-100-605 COMMUNICATIONS	110,000	110,000	0
001-100-608 DUES/MEMBERSHIP/SUBSCRIPT	9,500	9,500	0
001-100-612 PROFESSIONAL FEES	416,967	391,145	(25,822)
001-100-614 RENTALS	41,000	41,000	0
001-100-616 RPR/MAINT PLANT/BLDGS	70,000	117,000	47,000
001-100-618 RPR/MAINT EQUIP	40,000	40,000	0
001-100-620 RPR/MAINT GROUNDS	50,000	40,000	(10,000)
001-100-622 RPR/MAINT VEHICLES	150,000	150,000	0
001-100-630 TRAINING/TRAVEL	140,000	139,840	(160)
001-100-635 UTILITIES	85,000	80,000	(5,000)
100 Police Subtotal	8,989,807	9,945,835	956,028

# DRAFT

## 2026 Budget Totals

Department	2025 Budget	2026 Budget	Inc/(Dec)
<b>110 Corrections</b>			
001-110-401 SALARIES	507,020	473,886	(33,134)
001-110-402 OVERTIME	60,000	75,000	15,000
001-110-460 RETIREMENT	36,000	36,000	0
001-110-470 FICA	43,377	41,990	(1,387)
001-110-490 SUTA	200	300	100
001-110-507 EQUIPMENT/SMALL	10,000	9,400	(600)
001-110-510 GAS/OIL	1,800	1,000	(800)
001-110-513 SUPPLIES/JANITORIAL	3,500	3,500	0
001-110-516 SUPPLIES/OPERATING	88,000	64,500	(23,500)
001-110-540 UNIFORMS	12,000	15,000	3,000
001-110-605 COMMUNICATIONS	26,000	2,600	(23,400)
001-110-608 DUES/MEMBERSHIP/SUBSCRIPT	850	850	0
001-110-612 PROFESSIONAL FEES	45,000	35,000	(10,000)
001-110-616 RPR/MAINT PLANT/BLDGS	44,200	80,000	35,800
001-110-618 RPR/MAINT EQUIPMENT	1,500	2,500	1,000
001-110-622 RPR/MAINT VEHICLES	2,000	2,000	0
001-110-630 TRAINING/TRAVEL	15,000	15,000	0
110 Corrections Subtotal	896,447	858,526	(37,921)
<b>120 Communications</b>			
001-120-401 SALARIES	431,655	450,339	18,684
001-120-402 OVERTIME	70,000	95,000	25,000
001-120-460 RETIREMENT	30,000	35,000	5,000
001-120-470 FICA	38,377	41,718	3,342
001-120-490 SUTA	250	270	20
001-120-507 EQUIPMENT/SMALL	35,000	8,800	(26,200)
001-120-516 SUPPLIES/OPERATING	3,500	3,000	(500)
001-120-540 UNIFORMS	9,500	7,500	(2,000)
001-120-605 COMMUNICATIONS	50,000	45,000	(5,000)
001-120-608 DUES/MEMBERSHIP/SUBSCRIPT	3,000	1,500	(1,500)
001-120-612 PROFESSIONAL FEES	65,000	104,190	39,190
001-120-618 RPR/MAINT EQUIPMENT	5,000	5,000	0
001-120-630 TRAINING/TRAVEL	15,000	15,000	0
120 Communications Subtotal	756,282	812,317	56,036

# DRAFT



## Orange Beach Fire Department

**Purpose:** The Orange Beach Fire & Rescue Department (OBFR) is dedicated to providing essential emergency response, prevention, and education services to the Orange Beach community with pride, honor, and integrity.

**History:** Orange Beach Fire became its own department in 1993. Prior to 1993, the city had a Department of Public Safety and the department utilized members who were firefighters and paramedics that were also cross-trained to be police officers and vice versa. In 1993, the fire department was composed of six full-time firefighter/paramedics, which cross-staffed a fire engine and a rescue truck, in addition to the fire chief.

**Hours:** 24/7 staffing with Admin office hours of Monday-Friday, 8 a.m. to 5 p.m.

**Phone:** 251-981-6166

**Website:** <https://www.orangebeachal.gov/169/Fire-Department>

**Staff:** 91 full-time employees, 42 part-time employees, 26 seasonal employees

**Director:** Chief Jeff Smith

**Budget:** \$12,869,768

### **Reason for 2026 budget increase:**

- Salaries:
  - Replacing 9 part time fire fighters with 3 full time fire fighters.
  - Increasing intern firefighter contracts to sixteen months to maintain full intern staffing throughout the year. Currently, four months of the contract are for recruit school. \$40,000
  - Projected 3% salary increases for personnel. Subject to change dependent on current salary study.
  
- Operating:
  - Supplies: Increase due to higher costs and the addition of the Training Facility.
  - Uniforms: Increase in the cost of uniforms as well as uniforms for an honor guard.
  - Communications: Increase due to additional cellular and tablet devices for apparatus and personnel. In addition, our new, grant funded, Motorola radios have GPS and LTE capabilities requiring a subscription above the normal costs to the County.

# DRAFT

- Rentals: Increase is due to overlapping of two intern firefighter classes which requires doubling the sets of rented personal protective equipment from 12 to 24 sets.
- Training/Travel: Increase is due to additional EMT employees wishing to obtain their paramedic licenses.

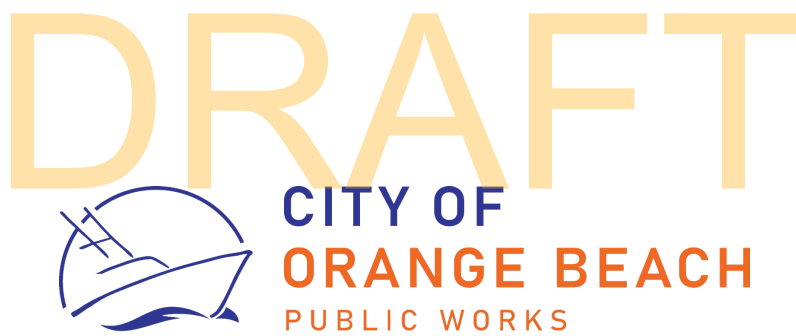
## Features:

- Currently, the department staffs 3 engine companies, 1 truck company, 3 transport units, and a battalion chief. All units are equipped for advanced life support medical care with cardiac monitors, lucas devices, and medications.
- Fire stations are staffed 24 hours a day, seven days a week with minimum daily staffing of 19 personnel.
- Major programs include EMS Transport, Surf Rescue, Hazardous Materials Response, High Angle Rescue, Technical Rescue, and Dive/Water Rescue - with many other programs that support the department's mission.
- The Orange Beach Fire & Rescue Department is the first to respond to all medical emergencies within the city and is the primary emergency transport agency. The department also provides all fire code enforcement activities and plan review services.
- One of 26 regional training centers for the Alabama Fire College hosting multiple certification classes each year, with participation from firefighters across the country. Our RTC also hosts an annual firefighter recruit school hosting our own intern firefighter candidates as well as recruits from other regional and local fire departments. Once complete, the 12 intern firefighters supplement career staffing on each shift, bringing the daily staffing up from 19 to 23 firefighters each day. Currently, 21 of our full time staff received their start in the fire service through our internship program.
- In 2024 the department received an ISO Class 1 rating from the Insurance Services Organization as well as receiving CAAS (Commission on Accreditation of Ambulance Services), being only the third fire department based ambulance service in the State to obtain this "gold standard" of care.

# DRAFT

## 2026 Budget Totals

Department	2025 Budget	2026 Budget	Inc/(Dec)
<b>175 Fire</b>			
001-175-401 SALARIES	7,715,808	8,584,167	868,359
001-175-402 OVERTIME	350,000	600,000	250,000
001-175-460 RETIREMENT	515,000	688,813	173,813
001-175-470 FICA	594,237	702,589	108,352
001-175-490 SUTA	2,000	2,300	300
001-175-507 EQUIPMENT/SMALL	582,000	582,000	0
001-175-510 GAS/OIL	120,000	120,000	0
001-175-513 SUPPLIES/JANITORIAL	15,500	17,500	2,000
001-175-516 SUPPLIES/OPERATING	135,000	135,000	0
001-175-540 UNIFORMS	91,000	99,000	8,000
001-175-605 COMMUNICATIONS	68,000	160,000	92,000
001-175-608 DUES/MEMBERSHIP/SUBSCRIPT	5,000	6,000	1,000
001-175-612 PROFESSIONAL FEES	380,400	380,400	0
001-175-614 RENTALS	25,000	42,000	17,000
001-175-616 RPR/MAINT PLANT/BLDGS	170,000	170,000	0
001-175-618 RPR MAINT/EQUIPMENT	75,000	85,000	10,000
001-175-622 RPR/MAINT VEHICLES	268,333	280,000	11,667
001-175-630 TRAINING/TRAVEL	100,000	110,000	10,000
001-175-635 UTILITIES	80,000	105,000	25,000
175 Fire Subtotal	11,292,278	12,869,768	1,577,490



## Orange Beach Public Works

**Purpose:** The City of Orange Beach Public Works Department is composed of the Street, Landscaping, Custodial and Refuse Divisions. The Public Works Department plays an integral role in emergency management and disaster recovery.

**History:** The Public Works Department moved from its long-time home on William Silvers Parkway to make way for the new Orange Beach Middle/High School and officially opened its new headquarters in March 2021 at 7394 Roscoe Road.

**Hours:** Monday through Friday, 6:30 a.m. to 3 p.m.

**Phone:** 251-923-5858

**Website:** <https://www.orangebeachal.gov/313/Public-Works>

**Staff:** 66 full-time employees

**Director:** Tim Tucker

**Budget:** \$X,XXX,XXX

Street: \$3,126,425

Landscaping: \$1,398,928

Refuse: \$3,917,692

**Reason for 2026 budget increase:** Operating line items for 2026 up \$37,810 from 2025. Supplies and operating increase \$12,375 based on YTD totals, uniform request up \$1,200 based on supplier info, added \$5,000 to rental account for unforeseen repairs or projects. Training/travel increase \$20,000 for employee CDL training and certification. Overall a 1% increase request. Landscape budget decrease \$94,761 as golf and sportsplex turf maintenance are completely off our budget.

### Features:

- The **Street Division** maintains the streets, rights-of-ways, and drainage within the City of Orange Beach.
  - Employees:34
  - The **Landscaping Division** maintains city property grounds including the recreational parks, school facilities, and welcome areas.
  - Employees: 16
- The **Custodial Division** enhances the overall quality of life for employees, residents and visitors through clean, safe and sanitary facilities.
  - Employees: 7
- The **Refuse Division** keeps all of the rights-of-ways clear of trash and debris. Refuse also assists property owners in disposing of vegetative yard debris, household debris including appliances and furniture. Residential garbage and recycling is collected by a private contractor. Employees: 9

# DRAFT

## 2026 Budget Totals

Department	2025 Budget	2026 Budget	Inc/(Dec)
<b>200 Street</b>			
001-200-401 SALARIES	1,703,200	1,703,200	0
001-200-402 OVERTIME	50,000	50,000	0
001-200-460 RETIREMENT	132,500	131,490	(1,010)
001-200-470 FICA	133,875	134,120	245
001-200-490 SUTA	700	700	0
001-200-507 EQUIPMENT/SMALL	33,000	33,000	0
001-200-510 GAS/OIL	120,000	120,000	0
001-200-513 SUPPLIES/JANITORIAL	33,000	33,000	0
001-200-516 SUPPLIES/OPERATING	123,750	136,125	12,375
001-200-540 UNIFORMS	11,990	13,190	1,200
001-200-605 COMMUNICATIONS	18,600	18,600	0
001-200-612 PROFESSIONAL FEES	60,000	60,000	0
001-200-614 RENTALS	15,000	20,000	5,000
001-200-616 RPR/MAINT PLANT/BLDGS	55,000	55,000	0
001-200-618 RPR/MAINT EQUIPMENT	136,000	136,000	0
001-200-620 RPR/MAINT GROUNDS	120,000	120,000	0
001-200-622 RPR/MAINT VEHICLES	66,000	66,000	0
001-200-630 TRAINING/TRAVEL	16,000	36,000	20,000
001-200-635 UTILITIES	260,000	260,000	0
200 Street Subtotal	3,088,615	3,126,425	37,810
<b>210 Landscaping</b>			
001-210-401 SALARIES	749,711	749,711	0
001-210-402 OVERTIME	30,000	30,000	0
001-210-460 RETIREMENT	93,700	58,478	(35,222)
001-210-470 FICA	59,648	59,648	0
001-210-490 SUTA	500	500	0
001-210-507 EQUIPMENT/SMALL	50,000	50,000	0
001-210-510 GAS/OIL	76,000	76,000	0
001-210-516 SUPPLIES/OPERATING	100,000	100,000	0
001-210-540 UNIFORMS	5,610	6,171	561
001-210-605 COMMUNICATIONS	1,100	11,000	9,900
001-210-612 PROFESSIONAL FEES	50,000	25,000	(25,000)
001-210-614 RENTALS	3,000	3,000	0
001-210-616 RPR/MAINT PLANT/BLDG	45,000	25,000	(20,000)
001-210-618 RPR/MAINT EQUIPMENT	65,000	65,000	0
001-210-620 RPR/MAINT GROUNDS	135,000	110,000	(25,000)
001-210-622 RPR/MAINT VEHICLES	22,000	22,000	0
001-210-630 TRAINING/TRAVEL	4,000	4,000	0
001-210-635 UTILITIES	3,420	3,420	0
210 Landscaping Subtotal	1,493,689	1,398,928	(94,761)



## Orange Beach Parks and Recreation

### **Purpose:**

Parks and Recreation has a mission to provide fun, safe, and affordable recreational opportunities through exceptional park and recreational facilities that enhance the quality of life and promote healthy lifestyles for all participants and Orange Beach citizens. The department's motto is "Where Play Meets Paradise."

The facilities that make up Parks and Recreation include the Senior Center, Adult Fitness Center, Aquatics Center, Tennis Center, Golf Center, Sportsplex, History Museum, Waterfront Park, and Kids Park Playground. The department also oversees a variety of large-scale City events and community programs throughout the year.

In 2026, Parks and Recreation will expand to include the Event Center, Community Center, Arts Center, and the Expect Excellence divisions, bringing these programs and facilities under one departmental umbrella to enhance coordination, efficiency, and service to the community.

**Hours:** Vary by facility.

**Phone:** 251-981-2228

**Website:** <https://www.orangebeachal.gov/199/Parks-Recreation>

### **Staff:**

**Director:** Nicole Ard

**Budget:** \$6,161,753

Revenue: \$1,459,429.94 YTD through 10/30/25

Adult Fitness Center: \$932,217

Aquatics Center: \$708,296

Golf Center: \$836,535

Senior Center: \$293,649

Sportsplex: \$2,263,014

Tennis/Pickleball Center: \$271,697

Programs, Events, Museum: \$856,345

### **Reason for 2026 budget increase:**

The main reason for the increase from 2025 to 2026 is tied to several upcoming changes in how we're structuring and funding our department.

- We're moving several employees from the Expect Excellence program into the Sportsplex payroll so their funding better matches where they actually work.

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- Some of the larger City event and festival expenses will be shifted out of the main Administration budget and into specific event management lines.
- We're also adding an administrative position to help manage the significant departmental changes coming in 2026, including the addition of the Events Center, Community Center, Coastal Arts Center, and Expect Excellence divisions under the Parks and Recreation department umbrella.

While there's an initial cost increase, the new structure will ultimately save money and make our operations more efficient as staffing transitions occur over time.

## Features:

- The **Adult Fitness Center** is a 17,400-square-foot, state-of-the-art facility dedicated to promoting health, strength, and community wellness. The open-concept layout features a variety of top-tier cardio machines, free weights, and strength-training equipment. A dedicated group fitness studio hosts a range of dynamic classes designed for all fitness levels, encouraging active lifestyles and social engagement among members. Members enjoy 24-hour access for flexibility, along with the option to work with certified personal trainers who provide individualized guidance and motivation. In addition to operating the Fitness Center, this division oversees the custodial staff responsible for maintaining the entire Recreation Complex, ensuring a clean, safe, and welcoming environment for all visitors.
  - Employees: 7 FT, 6 PT
  - Revenues: 2024: \$454,224.62 2025 YTD: \$438,341.07
- The **Aquatics Center** serves thousands of members each year and provides outdoor aquatic opportunities for all ages and abilities. The facility features a heated pool designed for lap swimming, aquatic fitness classes, and swim instruction, along with leisure areas for family enjoyment. Programs are designed to promote fitness, safety, and confidence in the water. The Aquatics Center also partners with OBMHS to host school swim meets as well as hosts OBST recreation league swim meets, lifeguard certification courses, and community water safety programs. Its dedicated staff ensures a safe, inclusive, and enjoyable environment for both recreational and competitive swimmers.
  - Employees: 3 FT, 9 PT, 10 Temp
  - Revenues: 2024: \$37,293.00 2025 YTD: \$27,092.95
    - *Membership revenues are included under the Adult Fitness Center*
- The **Golf Center** offers a beautifully maintained 9-hole, par-3 course that welcomes players of all skill levels. The facility features a fully lighted driving range, expansive practice putting and chipping greens, a sand bunker for short-game practice, a large artificial turf green, and a new simulation teaching room for year-round training. A well-stocked Pro Shop provides equipment, apparel, and professional instruction. Open seven days a week, the Golf Center continues to grow in the number of rounds played

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each year and has become a staple of the community for local golfers. It serves both residents and visitors as a welcoming and accessible venue for recreation, practice, and fellowship.

- Employees: 8 FT, 6 PT
  - Revenues: 2024: \$620,994.87 2025 YTD: \$669,241.02
- The building that houses the **History Museum** was originally constructed in 1910 as a schoolhouse. It has served as a museum since 1995 and was relocated to its current site in 1999. The museum preserves and celebrates the city’s rich coastal heritage, featuring rotating exhibits, educational displays, and community programs that highlight the people, culture, and history of Orange Beach.
  - Employees: 1 FT
  - Revenues: N/A
- The **Senior Center** provides a welcoming space for active adults to connect, learn, and enjoy recreational opportunities. The facility includes an arts and crafts room, a game room, a multi-purpose room, and a screened porch overlooking Wolf Bay. It offers a full calendar of programs, classes, and social activities that promote engagement, creativity, and lifelong wellness. In addition, the Senior Center serves as a rental venue for a variety of local civic and private groups, hosting meetings, weddings, and small events that bring the community together.
  - Employees: 2 FT
  - Revenues: 2024: \$16,773 2025 YTD: \$15,400
- The **Sportsplex**, opened in the spring of 2001, is one of the region’s premier sports destinations. The complex includes softball, baseball, and football/soccer fields, along with a three-court sand volleyball area and three concession stands. Its 1,500-seat stadium features a press box and locker rooms, providing a professional experience for athletes and spectators alike. The Sportsplex serves as the home of Orange Beach Middle and High School soccer, baseball, softball, cross country, and other athletic programs. It also hosts numerous large-scale national tournaments, travel ball competitions, and community and trail events, contributing significantly to local sports tourism and economic activity.
  - Employees: 13 FT, 2 PT, 9 Temp
  - Revenues: 2024: \$224,123.15 2025 YTD: \$239,755.83
- The **Tennis Center** features eight lighted hard courts open seven days a week. The facility serves as the home of OBMHS tennis and regularly hosts USTA and local league tournaments. Currently undergoing renovations, the center will soon include a small meeting space and Pro Shop serving both tennis and pickleball players. **Pickleball Center** facilities are scheduled for completion in early 2026 and will feature 14 courts, a pavilion, and a restroom area, expanding recreational options for residents and visitors alike.
  - Employees: 1 FT
  - Revenues: 2024: \$16,776.25 2025 YTD: \$1,222.50
    - *Changed tennis pro format in 2025, affecting revenues*
- Orange Beach Parks and Recreation coordinates and supports a diverse lineup of community **Programs and Events** that bring residents and visitors together throughout

# DRAFT

the year. Major annual events include Freedom Fest, Seafood Fest, and the Christmas Tree Lighting, each drawing large crowds and showcasing the community's coastal charm and hospitality. In addition to these cornerstone celebrations, the department organizes and supports a variety of smaller special events such as the Summer Soirée, Fido Fest, Pop-Up Park experiences, the Coastal Table culinary series, the Summer Sendoff, the Orange Beach Farmers Market, and History Tours that highlight the area's rich cultural heritage. Together, these programs and events represent the City's ongoing commitment to community engagement and quality of life. They encompass new wellness and fitness initiatives, recreational activities, and educational experiences that promote active, healthy living and lifelong learning for residents of all ages.

- Employees: 2 FT - Works with all City employees and local organizations
- Revenues: \$68,376.57 YTD 2025 *\*This includes the two grants from Alabama's Beaches for festivals and events*
- Expenses:

# DRAFT

## 2026 Budget Totals

Department	2025 Budget	2026 Budget	Inc/(Dec)
<b>300 Parks &amp; Recreation</b>			
001-300-401 SALARIES	315,635	457,437	141,802
001-300-402 OVERTIME	4,000	4,000	0
001-300-460 RETIREMENT	50,000	34,608	(15,392)
001-300-470 FICA	24,452	35,300	10,848
001-300-490 SUTA	500	500	0
001-300-507 EQUIPMENT/SMALL	5,000	60,000	55,000
001-300-510 GAS/OIL	0	500	500
001-300-513 SUPPLIES/JANITORIAL	300	1,500	1,200
001-300-516 SUPPLIES/OPERATING	50,000	65,000	15,000
001-300-540 UNIFORMS	1,000	1,000	0
001-300-605 COMMUNICATIONS	4,000	6,500	2,500
001-300-608 DUES/MEMBERSHIP/SUBSCRIPT	5,000	5,000	0
001-300-612 PROFESSIONAL FEES	5,000	10,000	5,000
001-300-614 RENTALS	0	-	0
001-300-616 RPR/MAINT PLANT/BLDGS	5,000	8,000	3,000
001-300-618 RPR/MAINT EQUIPMENT	7,000	10,000	3,000
001-300-620 RPR/MAINT GROUNDS	1,000	8,000	7,000
001-300-622 RPR/MAINT VEHICLES	500	500	0
001-300-630 TRAINING/TRAVEL	6,500	9,000	2,500
001-300-635 UTILITIES	45,000	45,000	0
001-300-650 EXHIBITIONS & PROMOTIONS	3,500	93,500	90,000
001-300-660 COST OF GOODS SOLD RETAIL	1,000	1,000	0
300 Parks & Recreation Subtotal	534,387	856,345	321,958

# DRAFT

## 2026 Budget Totals

Department	2025 Budget	2026 Budget	Inc/(Dec)
<b>301 Parks &amp; Recreation - Sportsplex</b>			
001-301-401 SALARIES	692,746	854,734	161,988
001-301-402 OVERTIME	25,000	25,000	0
001-301-460 RETIREMENT	45,000	65,980	20,980
001-301-470 FICA	54,908	67,300	12,392
001-301-490 SUTA	500	500	0
001-301-507 EQUIPMENT/SMALL	85,000	100,500	15,500
001-301-510 GAS/OIL	5,000	10,000	5,000
001-301-513 SUPPLIES/JANITORIAL	3,000	5,000	2,000
001-301-516 SUPPLIES/OPERATING	420,000	175,000	(245,000)
001-301-540 UNIFORMS	5,000	5,000	0
001-301-605 COMMUNICATIONS	6,000	9,000	3,000
001-301-608 DUES/MEMBERSHIP/SUBSCRIPT	5,000	5,000	0
001-301-612 PROFESSIONAL FEES	215,000	201,000	(14,000)
001-301-614 RENTALS	15,000	15,000	0
001-301-616 RPR/MAINT PLANT/BLDGS	70,000	100,000	30,000
001-301-618 RPR/MAINT EQUIPMENT	50,000	50,000	0
001-301-620 RPR/MAINT GROUNDS	70,000	274,000	204,000
001-301-622 RPR/MAINT VEHICLES	5,500	5,000	(500)
001-301-630 TRAINING/TRAVEL	5,000	5,000	0
001-301-635 UTILITIES	160,000	130,000	(30,000)
001-301-660 COST OF GOODS SOLD		160,000	160,000
301 Parks & Recreation Subtotal	1,937,654	2,263,014	325,360

# DRAFT

## 2026 Budget Totals

Department	2025 Budget	2026 Budget	Inc/(Dec)
<b>302 Parks &amp; Recreation - Pool</b>			
001-302-401 SALARIES	311,390	363,562	52,172
001-302-402 OVERTIME	2,000	3,000	1,000
001-302-460 RETIREMENT	10,000	27,492	17,492
001-302-470 FICA	23,974	28,042	4,068
001-302-490 SUTA	300	300	0
001-302-507 EQUIPMENT/SMALL	26,000	30,000	4,000
001-302-513 SUPPLIES/JANITORIAL	3,000	3,000	0
001-302-516 SUPPLIES/OPERATING	28,000	38,000	10,000
001-302-540 UNIFORMS	3,200	3,500	300
001-302-605 COMMUNICATIONS	2,500	5,000	2,500
001-302-612 PROFESSIONAL FEES	68,000	5,500	(62,500)
001-302-614 RENTALS	0	1,000	1,000
001-302-616 RPR/MAINT PLANT/BLDGS	91,000	91,000	0
001-302-618 RPR/MAINT EQUIPMENT	7,000	7,000	0
001-302-620 RPR/MAINT GROUNDS	900	900	0
001-302-630 TRAINING/TRAVEL	7,000	8,000	1,000
001-302-635 UTILITIES	80,000	92,000	12,000
001-302-650 EXHIBITIONS & PROMOTIONS	1,000	1,000	0
302 Parks & Recreation Subtotal	665,264	708,296	43,032

# DRAFT

## 2026 Budget Totals

Department	2025 Budget	2026 Budget	Inc/(Dec)
<b>303 Parks &amp; Recreation - Golf</b>			
001-303-401 SALARIES	391,073	406,661	15,588
001-303-402 OVERTIME	10,000	10,000	0
001-303-460 RETIREMENT	20,000	30,500	10,500
001-303-470 FICA	30,682	31,875	1,192
001-303-490 SUTA	100	200	100
001-303-507 EQUIPMENT/SMALL	25,000	20,000	(5,000)
001-303-510 GAS/OIL	5,000	5,000	0
001-303-513 SUPPLIES/JANITORIAL	1,500	1,500	0
001-303-516 SUPPLIES/OPERATING	25,000	25,000	0
001-303-540 UNIFORMS	2,500	3,000	500
001-303-605 COMMUNICATIONS	7,000	7,000	0
001-303-608 DUES/MEMBERSHIP/SUBSCRIPT	200	1,300	1,100
001-303-612 PROFESSIONAL FEES	57,000	22,000	(35,000)
001-303-614 RENTALS	1,200	3,000	1,800
001-303-616 RPR/MAINT PLANT/BLDGS	25,000	53,000	28,000
001-303-618 RPR/MAINT EQUIPMENT	35,000	35,000	0
001-303-620 RPR/MAINT GROUNDS	95,000	95,000	0
001-303-622 RPR/MAINT VEHICLES	2,000	2,000	0
001-303-630 TRAINING/TRAVEL	3,000	3,500	500
001-303-635 UTILITIES	16,000	16,000	0
001-303-650 EXHIBITIONS & PROMOTIONS	10,000	10,000	0
001-303-660 COST OF GOODS SOLD RETAIL	35,000	55,000	20,000
303 Parks & Recreation Subtotal	797,255	836,535	39,280

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## 2026 Budget Totals

Department	2025 Budget	2026 Budget	Inc/(Dec)
<b>304 Parks &amp; Recreation - Sr. Center</b>			
001-304-401 SALARIES	113,402	129,002	15,600
001-304-402 OVERTIME	2,000	2,000	0
001-304-460 RETIREMENT	10,000	9,825	-175
001-304-470 FICA	8,828	10,022	1,193
001-304-490 SUTA	100	200	100
001-304-507 EQUIPMENT/SMALL	15,000	15,000	0
001-304-510 GAS/OIL	1,000	1,000	0
001-304-513 SUPPLIES/JANITORIAL	1,500	1,500	0
001-304-516 SUPPLIES/OPERATING	12,000	14,000	2,000
001-304-540 UNIFORMS	500	500	0
001-304-605 COMMUNICATIONS	3,000	5,500	2,500
001-304-608 DUES/MEMBERSHIP/SUBSCRIPT	100	100	0
001-304-612 PROFESSIONAL FEES	12,500	12,500	0
001-304-614 RENTALS	0	-	0
001-304-616 RPR/MAINT PLANT/BLDGS	50,000	50,000	0
001-304-618 RPR/MAINT EQUIPMENT	1,500	1,500	0
001-304-620 RPR/MAINT GROUNDS	95,000	27,000	-68,000
001-304-622 RPR/MAINT VEHICLES	1,000	1,000	0
001-304-630 TRAINING/TRAVEL	3,000	3,000	0
001-304-635 UTILITIES	8,000	10,000	2,000
001-304-650 EXHIBITIONS & PROMOTIONS	0	0	0
304 Parks & Recreation Subtotal	338,430	293,649	(44,781)

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## 2026 Budget Totals

Department	2025 Budget	2026 Budget	Inc/(Dec)
<b>305 Tennis/Pickleball</b>			
001-305-401 SALARIES		66,800	66,800
001-305-402 OVERTIME		1,000	1,000
001-305-460 RETIREMENT		5,010	5,010
001-305-470 FICA		5,187	5,187
001-305-490 SUTA		200	200
001-305-507 EQUIPMENT/SMALL		50,000	50,000
001-305-513 SUPPLIES/JANITORIAL		-	0
001-305-516 SUPPLIES/OPERATING		8,000	8,000
001-305-540 UNIFORMS		500	500
001-305-605 COMMUNICATIONS		5,000	5,000
001-305-612 PROFESSIONAL FEES		35,000	35,000
001-305-614 RENTALS			0
001-305-616 RPR/MAINT PLANT/BLDGS		15,000	15,000
001-305-618 RPR/MAINT EQUIPMENT		20,000	20,000
001-305-620 RPR/MAINT PLANT/GROUNDS		2,000	2,000
001-305-630 TRAINING/TRAVEL		3,000	3,000
001-305-635 UTILITIES		43,000	43,000
001-305-660 COST OF GOODS RETAIL		12,000	12,000
305 Tennis/Pickeball Subtotal		0	271,697

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## 2026 Budget Totals

Department	2025 Budget	2026 Budget	Inc/(Dec)
<b>325 Fitness Center</b>			
001-325-401 SALARIES	439,785	337,148	(102,637)
001-325-402 OVERTIME	2,500	2,500	0
001-325-460 RETIREMENT	40,000	25,286	(14,714)
001-325-470 FICA	33,835	25,983	(7,852)
001-325-490 SUTA	200	300	100
001-325-507 EQUIPMENT/SMALL	180,000	125,000	(55,000)
001-325-513 SUPPLIES/JANITORIAL	35,000	38,000	3,000
001-325-516 SUPPLIES/OPERATING	30,000	30,000	0
001-325-540 UNIFORMS	2,000	2,000	0
001-325-605 COMMUNICATIONS	10,000	10,000	0
001-325-612 PROFESSIONAL FEES	90,000	83,000	(7,000)
001-325-614 RENTALS	-	-	0
001-325-616 RPR/MAINT PLANT/BLDGS	155,000	130,000	(25,000)
001-325-618 RPR/MAINT EQUIPMENT	20,000	20,000	0
001-325-620 RPR/MAINT PLANT/GROUNDS	2,000	2,000	0
001-325-630 TRAINING/TRAVEL	3,000	3,000	0
001-325-635 UTILITIES	80,000	95,000	15,000
001-325-660 COST OF GOODS RETAIL	-	3,000	3,000
325 Fitness Center Subtotal	1,123,320	932,217	(191,103)



**Orange Beach Expect Excellence**

**Purpose:** Expect Excellence is a unique quality-of-life enhancing department of the City of Orange Beach that offers all Orange Beach residents opportunities in academics, continued education, arts and enrichment, and athletics. The Expect Excellence department includes a free after-school program for kindergarten-sixth grade students, a pre-K after school program, a Summer Camp program for rising first-seventh grade students, Performing Arts/Theatre for all ages, a teaching Music Studio for all ages, and a variety of athletic training camps and programs.

**History:** In 2018, Mayor Tony Kennon and the City Council began “Expect Excellence,” a program geared at after-school training in academics, arts and athletics. The program absorbed the successful Camp Sunshine and continues to grow.

**Hours:** After-School - 10 a.m. to 6 p.m., Summer Camp - 7 a.m. to 6 p.m.

**Phone:** 251-981-7836

**Website:** <https://www.orangebeachal.gov/418/Expect-Excellence>

**Staff:** 17 full-time employees, 110 part-time employees, 30 seasonal employees

**Directors:** Sara Carroll (Programs) and Polly Pittman (Administration)

**Budget:** Revenue: EE = \$151,498.00 (minus 3.66% = \$145,953.17), and PAC = \$62,597.25

*(subtract 3.66% from \$214,095.25 total - Correction: only subtract from EE revenue, PAC doesn't use ActiveNet. - \$145,953.17+\$62,597.25=\$208,550.42)* **Jan.-Oct. '25 REVENUE (350 & 375) = \$208,550.42**

Expense: EE = \$2,907,828.00 and PAC = \$831,936.00

**TOTAL EXPENSE (350 & 375) = \$3,739,764.00**

**Reason for 2026 budget increase:**

- \$126,756 increase in budget request for 2026 can be broken down into two categories:
  - **Salaries:**
    - Our budget will now account for one full time position previously absorbed by the Admin department, as well as adjusting our part time Academic Coordinator to their previous salary.
    - New Positions:
      - **Arts and Enrichment Coordinator (Full Time):** this role was previously fulfilled by the Creative Director position, which fell in the Admin budget.
      - **Administrative position (Full Time):** with a rise in the number of registrants and the addition of multiple programs, administrative tasks have increased exponentially. We have

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requested an additional staff member in 2026 to assist with these.

- **Repair/Maint.-Buildings:**
  - We will need to replace an AC unit at the Recreation Center, as well as significant HVAC repairs at the Music Building.

## **Features:**

- Expect Excellence After-School Care and Summer Camp are enhanced programs of Academics, Arts, and Athletics. The goal of Expect Excellence is to teach CHARACTER, INTEGRITY, WORK ETHIC, RESPECT, & DISCIPLINE.
  - Employees: 144
- Expect Excellence Theatre is based at the Orange Beach Performing Arts Center, producing performances throughout the year.
  - Employees: 8
- Expect Excellence Music Division works closely with the Expect Excellence after-school and summer camp programs, and also produces two musical programs each year at the Performing Arts Center.
  - Employees: 5

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## 2026 Budget Totals

Department	2025 Budget	2026 Budget	Inc/(Dec)
<b>350 Expect Excellence</b>			
001-350-401 SALARIES	2,033,869	2,122,186	88,317
001-350-402 OVERTIME	40,000	30,000	(10,000)
001-350-460 RETIREMENT	57,000	65,000	8,000
001-350-470 FICA	158,651	164,642	5,991
001-350-490 SUTA	3,000	4,000	1,000
001-350-507 EQUIPMENT/SMALL	90,500	65,000	(25,500)
001-350-510 GAS/OIL	4,000	3,000	(1,000)
001-350-516 SUPPLIES/OPERATING	82,000	76,500	(5,500)
001-350-540 UNIFORMS	10,000	10,000	0
001-350-605 COMMUNICATIONS	9,500	9,500	0
001-350-608 LEASES/SUBSCRIPTION	2,000	1,000	(1,000)
001-350-612 PROFESSIONAL FEES	30,000	46,000	16,000
001-350-616 RPR/MAINT BLDG	212,000	200,000	(12,000)
001-350-618 RPR/MAINT EQUIPMENT	6,000	6,000	0
001-350-622 RPR/MAINT VEHICLES	10,000	12,000	2,000
001-350-630 TRAINING/TRAVEL	6,000	8,000	2,000
001-350-635 UTILITIES	85,000	85,000	0
350 Expect Excellence Subtotal	2,839,520	2,907,828	68,308

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## 2026 Budget Totals

Department	2025 Budget	2026 Budget	Inc/(Dec)
<b>375 Performing Arts Center</b>			
001-375-401 SALARIES	393,009	265,131	(127,878)
001-375-402 OVERTIME	25,000	25,000	0
001-375-460 RETIREMENT	27,500	21,760	(5,740)
001-375-470 FICA	31,978	22,195	(9,783)
001-375-490 SUTA	200	400	200
001-375-507 EQUIPMENT/SMALL	120,000	147,050	27,050
001-375-510 GAS/OIL	6,000	6,000	0
001-375-513 SUPPLIES/JANITORIAL	1,000	2,000	1,000
001-375-516 SUPPLIES/OPERATING	49,100	49,100	0
001-375-540 UNIFORMS	1,200	2,000	800
001-375-605 COMMUNICATIONS	1,000	1,000	0
001-375-608 DUES/MEMBERSHIPS/SUBSCRIPTIONS	4,200	3,000	(1,200)
001-375-612 PROFESSIONAL FEES	61,100	88,300	27,200
001-375-614 RENTALS	4,000	2,000	(2,000)
001-375-616 RPR/MAINT PLANT/BLDGS	10,000	5,000	(5,000)
001-375-618 RPR/MAINT EQUIPMENT	35,000	35,000	0
001-375-630 TRAINING/TRAVEL	5,000	7,000	2,000
001-375-636 PRODUCTION COST	150,000	150,000	0
375 Performing Arts Center Subtotal	925,287	831,936	(93,351)



## Orange Beach Coastal Resources

**Purpose:** The Coastal Resources Department is committed to preserving and maintaining the local beaches, shorelines, trails and wildlife, and other outdoor recreational amenities, all of which greatly enhance our quality of life and sustain the local tourism-based economy. The Department also plays roles in post-disaster recovery and FEMA coordination, Inter-agency coordination, and is represented on several State and Regional Boards and Commissions. The department has nine divisions: Administration, Beach, Trails, Wildlife, Wind & Water Learning Center, Special Projects, Regulatory, Shooting Complex and Waterways & Shoreline cleanup.

**History:** The Department began as a division of Community Development, in 2004. At that time, only 3 employees made up the division, but it grew slowly but steadily throughout the years as more responsibilities were added to the Division, such as the beach renourishment program, recreational project development, EMA roles, grant management, et al. In 2016, the City adopted the "Clean Beach Initiatives," which included the Leave Only Footprints program, Beach Ambassadors, and beach maintenance. Once this program was established, Coastal Resources became a stand-alone department, and grew rapidly in a short period of time. Most recently, the Department has taken on the responsibility of managing the Orange Beach Trap & Skeet facility and Rifle Range (under construction).

**Hours:** Monday through Friday, 8 a.m. to 5 p.m. (Beach Programs run 7 days a week, 365 days a year, 6 a.m. to 12:00 a.m.)

**Phone:** 251-981-1063

**Website:** <https://www.orangebeachal.gov/228/Coastal-Resources>

**Staff:** 25 full-time employees, 14 part-time employees, 20-30 seasonal

**Director:** Phillip West, AICP

**Budget:** \$3,107,081

**Reason for 2026 budget increase:** \$5,000 increase in overtime to cover additional staffing needs on holidays/festivals/field trips. \$28,000 in operating to cover additional truck load of clays for skeet range operation. \$5,000 increase in utilities for additional facilities coming on line.

### Features:

- The **Administration Division** provides assistance to the development community to ensure growth along the beach is environmentally permitted by coordinating with state and federal agencies, and guides the direction of the Department to ensure the city's goals are being accomplished. Staff also handles the management of over \$20 million in grant funds and handles Emergency Management Coordination and post-disaster debris removal.

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- Employees: 4 full-time
- The **Wind & Water Learning Center** is committed to enhancing life for locals and guests by providing coastal access, waterfront facilities, equipment, sailing and kayaking opportunities, and environmental education. WWLC is the official sailing facility for Orange Beach High School's Sailing Club, a designated Alabama Coastal Cleanup site, an active member of U.S. Sailing, and an affiliate of the American Canoe Association, following many of their accredited classes and guidelines.
  - Employees: 1 full-time; 1 part-time; up to 6 seasonal employees
- The **Beach Division** is committed to ensuring an optimal quality of life for its beach community and environment through education, advocacy, restoration, conservation, and protection. As part of the Share the Beach initiative, the division works to foster a suitable habitat for our local protected nesting turtle species. Through the Leave Only Footprints campaign staff works daily to maintain a pristine coastline for years to come, as well as providing Beach Ambassadors to make personal contact with beach visitors (up to 75,000 public interactions per year). This division is also responsible for the grooming of the beach and trash removal from the 8.5 miles of beach and four state-owned public beach accesses, as well as Pass Park.
  - Employees: 9 full-time; 2 part-time; 15-20 seasonal employees
- **Waterways & Shoreline Cleanup** - The City of Orange Beach began a pilot program in 2014 to address marine debris and waterborne trash titled the "Waterways and Shoreline Enhancement Program" (WSEP). The program was designed to mitigate marine debris and waterborne trash on a daily basis among the 46+ miles of shoreline, as well keeping "the islands" clean and suitable for public use and nesting shorebirds. The Division also assists frequently with field trips and other educational programs. This program has been expanded, staffed, equipped and funded through grant funding from GOMESA, NOAA and NFWF\*.
  - Employees: 2 full-time/up to 4 part-time
- The **Trail Division** maintains and educates the public to ensure the safety of the Hugh S. Branyon Backcountry Trail system. This multipurpose trail is shared by hikers, cyclists, photographers, and nature lovers all year round. The division ensures that guests enjoy all six diverse ecosystems of the top-rated recreational trail in the country. This division also maintains the community garden, city dog park, and canoe trail sites around the city, and maintains the new Orange Beach Shooting Complex.
  - Employees: 2 full-time/3 part-time
- The mission of the **Special Projects Division** is to take an idea, a vision or project and design and construct it quickly and efficiently. From building benches and swings for the Backcountry Trail or designing and constructing enclosures and rehab facilities for the Wildlife Center to building the Police pistol range and the City Trap and Skeet Range. From designing and creating signs throughout the city to performing maintenance on existing facilities, Special Projects make ideas come to life.
  - Employees: 2 full-time/2 part-time
- The **Orange Beach Wildlife Center's** mission is the protection and preservation of wildlife through management, rescue, rehabilitation and education. The Center operates under state and federal permits and licenses to provide rehabilitation services for injured

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and orphaned wildlife. In addition, it hosts a resident internship program and offers educational programming throughout the community.

- Employees: 2 full-time; 2 seasonal; up to 7 interns
- The **Alabama Coastal Bird Stewardship Program** started in 2018 and is thriving due to the partnership with the State of Alabama-Department of Conservation and Natural Resources and the National Audubon Society. These organizations continue to provide funding for a conservation position to promote public outreach, education, and communal support as well as ordinance enforcement.
  - Employees: 1 full-time
- The **Regulatory Program Division** oversees and manages the various regulatory and permitting programs for which the Department is responsible, including beachfront construction permitting (delegated to the city by the ADEM\*\*), beach mouse permitting on Perdido Key, marine accessory structures, and serves as the Department liaison to the Orange Beach Planning Commission.
  - Employees: 1 full-time
- The **Orange Beach Shooting Complex** is the newest addition to the Coastal Resource’s responsibilities, with the Trap & Skeet facility opening in September, 2025, with 5 trap and 5 skeet fields (superimposed) open to the public and serve as the home field for the Orange Beach High School and Middle schools Shooting Team. The staff–along with support from the Department’s other Divisions, is currently working on a rifle range (up to 300-yards) that will be open to the public. Both the shotgun and rifle facilities will be “fee-based”, providing additional revenue to the city.
  - Employees: 2 part-time, currently

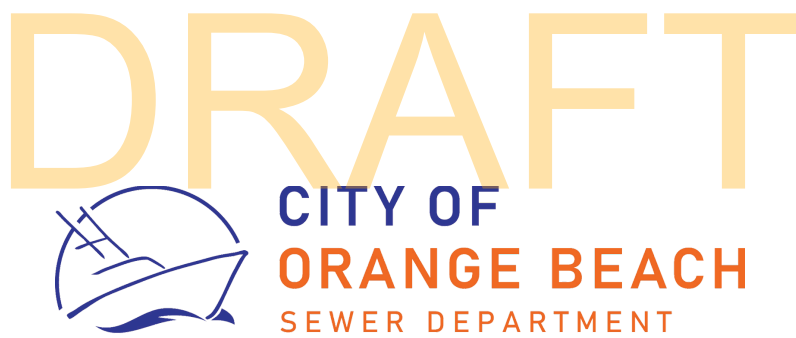
\*NFWF–National Fish & Wildlife Foundation; NOAA–National Atmospheric & Oceanic Administration; GOMESA–Gulf of Mexico Energy Security Act (offshore oil lease revenues)

\*\*ADEM–Alabama Department of Environmental Management

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## 2026 Budget Totals

Department	2025 Budget	2026 Budget	Inc/(Dec)
<b>410 Coastal Resources</b>			
001-410-401 SALARIES	1,837,370	1,837,370	0
001-410-402 OVERTIME	10,000	15,000	5,000
001-410-460 RETIREMENT	97,000	100,000	3,000
001-410-470 FICA	141,324	141,706	383
001-410-490 SUTA	1,000	1,000	0
001-410-507 EQUIPMENT/SMALL	196,000	196,000	0
001-410-510 GAS/OIL	86,500	86,500	0
001-410-513 SUPPLIES/JANITORIAL	11,000	11,000	0
001-410-516 SUPPLIES/OPERATING	121,000	154,000	33,000
001-410-540 UNIFORMS	9,650	9,650	0
001-410-605 COMMUNICATIONS	35,880	35,880	0
001-410-608 DUES/MEMBERSHIP/SUBSCRIPT	3,475	3,475	0
001-410-612 PROFESSIONAL FEES	75,000	75,000	0
001-410-614 RENTALS	31,000	31,000	0
001-410-616 RPR/MAINT PLANT/BLDGS	36,000	36,000	0
001-410-618 RPR/MAINT EQUIPMENT	46,000	46,000	0
001-410-620 RPR/MAINT GROUNDS	43,500	43,500	0
001-410-622 RPR/MAINT VEHICLES	39,000	39,000	0
001-410-630 TRAINING/TRAVEL	18,000	18,000	0
001-410-635 UTILITIES	72,000	77,000	5,000
001-410-640 EMA	100,000	100,000	0
001-410-650 AUDUBON	25,000	25,000	0
001-410-652 STATE PARK EXPENSES	25,000	25,000	0
410 Coastal Resources Subtotal	3,060,699	3,107,081	46,383



**Orange Beach Sewer Department**

**Purpose:** The City of Orange Beach Sewer Department is responsible for the collection and treatment of wastewater in Orange Beach and portions of the surrounding area. The Department is organized into two general areas of responsibility: Field Division and Plant Division.

**History:** The Wastewater Treatment Plant went into operation in 2011 with a permitted discharge capacity of 10 million gallons per day (MGD). The plant produces a crystal clear discharge into the Intracoastal Canal. Current flows range from around 2 MGD in the winter to over 4 MGD in the summer. Every month in 2025 through August has seen record sewer flow numbers with July being the highest with a 4.85 MGD average (up 4% from 2024). The plant is staffed 24/7 by certified operators.

**Hours:** Monday through Friday, 7:30 a.m. to 4 p.m.  
**Phone:** 251-974-5617  
**Website:** <https://www.orangebeachal.gov/322/Sewer>  
**Staff:** 25 full-time employees, 4 part-time employees  
**Director:** Robby Stalcup  
**Budget:**

Revenue: \$7,955,000  
Expense: \$10,172,744

**Reason for 2026 budget increase:**

We are requesting a budget increase to fund essential planning and infrastructure improvements to the sewer system.

The additional funds will cover the costs of surveying, design, and permitting for a 5 MGD expansion of the wastewater treatment plant, which is necessary to accommodate future growth and to ensure continued compliance with environmental regulations.

The budget increase will also support several critical system upgrades:

- Upgrading the County Road 4 lift station with a larger wet well to improve capacity and reliability.
- Rebuilding the Wolf Bay lift station, which has never been updated and is in need of a completed rehabilitation to maintain service reliability.
- Installing a new line extension down Russian Road to the shooting range.
- Replacing all aeration diffusers at the wastewater treatment plant to enhance operational efficiency and treatment performance.

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Additionally, we plan to purchase another Godwin pump to provide backup support during lift station failures and maintenance events, minimalizing downtime and potential overflows.

These projects are necessary to to maintain operational efficiency, meet service growing demands, and ensure the long-term sustainability of our wastewater infrastructure.

## Features:

- The **Field Division** deals primarily with customer service and the operation and maintenance of the collection system.
  - Employees: 11
- The Field Division is responsible for installing new taps and the general maintenance and necessary repairs to approximately 130 miles of sewer mains and 25 lift stations. This includes about 33 miles on the north side of the Intracoastal Canal and 14 miles on Ono Island.
- The **Plant Division** is responsible for the operation and maintenance of the Wastewater Treatment Plant. Each division has specific ADEM certification and staffing requirements.
  - Employees: 14
- We have **two** Superintendents: One for the Plant Division and one for the Field Division. The Field Superintendent is responsible for the efficient, reliable, and safe operation of the wastewater collection system. This includes supervising personnel, overseeing the maintenance and repair activities, and ensuring system reliability and compliance with safety standards. The Plant Superintendent is responsible for the overall planning, operations, maintenance, and supervision of the wastewater treatment plant. This role ensures the facility operates efficiently, effectively, and in full compliance with regulatory requirements.
- The Sewer Department has **two** administrative employees, they are responsible for budgeting, management, and strategic planning, while also overseeing the field and plant divisions to ensure efficient operations and long-term organizational success.

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## 2026 Budget Totals

Department	2025 Budget	2026 Budget	Inc/(Dec)
<b>403 Sewer</b>			
403-676-401 SALARIES	1,691,348	1,901,961	210,613
403-676-402 OVERTIME	90,000	60,000	(30,000)
403-676-460 RETIREMENT	121,429	133,137	11,708
403-676-470 FICA	136,273	145,500	9,227
403-676-490 SUTA	450	600	150
403-676-507 EQUIPMENT/SMALL	25,000	25,000	0
403-676-510 GAS/OIL	65,000	65,000	0
403-676-516 SUPPLIES/OPERATING	480,000	480,000	0
403-676-540 UNIFORMS	19,000	19,000	0
403-676-605 COMMUNICATIONS	36,000	36,000	0
403-676-612 PROFESSIONAL FEES	132,500	132,500	0
403-676-614 RENTALS	5,000	10,000	5,000
403-676-616 RPR/MAINT PLANT/BLDGS	785,000	785,000	0
403-676-618 RPR/MAINT SMALL EQUIP	10,000	11,000	1,000
403-676-622 RPR/MAINT VEHICLES	80,000	88,000	8,000
403-676-630 TRAINING/TRAVEL	10,000	15,000	5,000
403-676-635 UTILITIES	1,100,000	1,100,000	0
403-676-720 GROUNDS UPGRADE	360,000	3,026,000	2,666,000
403-676-730 CAPITAL EQUIPMENT	320,000	137,000	(183,000)
403 Sewer Subtotal	<b>5,467,000</b>	<b>8,170,699</b>	2,703,698

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## 2026 Budget Totals

Department	2025 Budget	2026 Budget	Inc/(Dec)
<b>404 Refuse</b>			
404-677-401 SALARIES	431,177	431,177	0
404-677-402 OVERTIME	10,000	10,000	0
404-677-460 RETIREMENT	27,595	28,000	405
404-677-470 FICA	33,750	33,750	0
404-677-490 SUTA	175	250	75
404-677-507 EQUIPMENT/SMALL	15,000	15,000	0
404-677-510 GAS/OIL	92,000	92,000	0
404-677-516 SUPPLIES/OPERATING	22,000	22,000	0
404-677-540 UNIFORMS	3,850	4,235	385
404-677-605 COMMUNICATIONS	6,000	6,000	0
404-677-612 PROFESSIONAL FEES	2,849,600	2,992,080	142,480
404-677-614 RENTALS	6,000	-	(6,000)
404-677-618 RPR/MAINT EQUIPMENT	107,000	120,000	13,000
404-677-622 RPR/MAINT VEHICLES	77,000	77,000	0
404-677-630 TRAINING/TRAVEL	3,000	3,000	0
404-677-635 UTILITIES	1,200	1,200	0
404-677-730 CAPITAL EQUIPMENT	235,000	82,000	(153,000)
404 Refuse Subtotal	<b>3,920,347</b>	<b>3,917,692</b>	<b>(2,655)</b>



## Orange Beach Event Center

**Purpose:** The Event Center is home to nearly 100 events annually, from corporate conferences to small trade shows as well as banquets, sporting events, seminars and more. It's an asset for the city for locals and visitors. For smaller gatherings, the Community Center is available. Event Center staff also manage Mardi Gras.

**History:** The Wharf built and opened a 20,000-square-foot conference center in 2008. In April 2011, the City purchased the Wharf Conference Center for \$1.6 million, gaining immediate equity in the asset. Renamed the Orange Beach Event Center at The Wharf, the City continues to aggressively recruit trade shows, conferences, meetings, concerts and more to bring attendees to town to fill room nights in the City. The adjacent 132-room Marriott Springhill Suites hotel on The Wharf site has enhanced the value of the Event Center, which remains booked year round.

**Hours:** Office: Monday-Friday, 8 a.m.-4 p.m.

**Phone:** 251-981-6629

**Website:** <https://www.orangebeachal.gov/353/Event-Center>

**Staff:** 5 full-time employees, 2-3 (seasonal) part-time employees

**Director:** Angela Bateman

**Budget:** \$803,682

Revenue: \$165,000

Expenses: \$638,682

**Reason for 2026 budget increase:** Slight increase in operating expenses due to more use of Part time employees. We need more assistance in setting up and breaking down during busy seasons (September through mid December and January through mid May). The large increase is in Capital expenses. Event Center has spent minimal amounts on capital expenditures over the past few years and it is crucial that the stage be replaced as the current stage has been mended as much as is safe; the current video matrix has to be repaired and upgraded as various components no longer "speak" with one another; and the sidewalk in the parking lot is not ADA compliant and is a major liability.

### Features:

- With 18,000 square feet of rentable space, the Event Center can be configured in a variety of ways to serve various-sized meetings, exhibits, and receptions. The Event Center can accommodate from 25 to 2500 people.

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## Orange Beach Community Center

**Purpose:** Included in the Event Center budget is the Orange Beach Community Center. It is geared towards hosting City programs and serves as a rental facility for smaller community events and gatherings.

**History:** The Community Center was built by the early families of Orange Beach in the 1950s and served as a general meeting place. The City leased the building from the Community Center board in the early 1990's and in 2022 the Orange Beach Community Center Corporation officially donated the building and the land to the City of Orange Beach.

**Hours:** unstaffed facility

**Phone:** 251-981-3231 (Kristin Wong, staff person responsible for booking)

**Website:** <https://www.orangebeachal.gov/353/Community-Center>

**Staff:** Event Center staff operate facility as needed

**Director:** Angela Bateman

**Budget:** \$803,682 (included in Event Center budget)

Revenue: \$165,000

Expenses: \$638,682

**Features:**

- The Community Center is a 5,000-square-foot facility that can accommodate approximately 300 people and is available for meetings, events and parties.

# DRAFT

## 2026 Budget Totals

Department	2025 Budget	2026 Budget	Inc/(Dec)
<b>411 Event Center</b>			
411-681-401 SALARIES	304,886	314,871	9,985
411-681-402 OVERTIME	7,500	7,500	0
411-681-460 RETIREMENT	20,742	22,000	1,258
411-681-470 FICA	23,898	24,661	764
411-681-490 SUTA	175	250	75
411-681-507 EQUIPMENT/SMALL	30,000	30,000	0
411-681-510 GAS/OIL	5,000	5,000	0
411-681-513 SUPPLIES/JANITORIAL	13,500	15,000	1,500
411-681-516 SUPPLIES/OPERATING	20,000	20,000	0
411-681-540 UNIFORMS	1,750	2,000	250
411-681-605 COMMUNICATIONS	10,000	35,000	25,000
411-681-608 DUES/MBRSHIPS/SUBSCRIPTIONS	400	400	0
411-681-612 PROFESSIONAL FEES	2,000	2,000	0
411-681-614 RENTALS	2,000	2,000	0
411-681-616 RPR/MAINT BUILDING	50,000	50,000	0
411-681-618 RPR/MAINT EQUIPMENT	10,000	10,000	0
411-681-620 RPR/MAINT GROUNDS	2,000	2,000	0
411-681-622 RPR/MAINT VEHICLES	3,000	3,000	0
411-681-630 TRAINING/TRAVEL	4,000	8,000	4,000
411-681-635 UTILITIES	77,000	60,000	(17,000)
411-681-650 EXHIBITS & PROMOTIONS	10,000	10,000	0
411-681-710 BUILDING UPGRADES	0	155,000	155,000
411-681-730 CAPITAL EQUIPMENT	0	0	0
411 Event Center Subtotal	<b>597,851</b>	<b>778,682</b>	180,832



Art Gallery/Hot Shop Studio/Clay Studio/Kids Studio  
A "Quality of Life" facility for the community.

**Purpose:** Art Education for children and adults | Community Experiences | Event Venue  
**History:** Previously located in an old home with foundation damage. The home was taken down in 2014. A new gallery was designed and built with the doors opening in August of 2017.  
**Hours:** 9 a.m.-4 p.m., Monday-Friday  
**Staff:** 11 full-time employees  
**Director:** Desiree Hodge  
**Budget:** *Revenue: \$730,000*  
*Expenses: \$1,380,202*

**Reason for 2026 budget increase:** Increase is due to hot shop renovation in the amount of \$200,000

**Features:**

- Personalized glass blowing and clay classes.
- Homeschool classes and After School classes.
- Adult visual art classes.
- Concert series: "Acoustic Arts" in Jan/Feb; Frank Brown Int'l Songwriters Fest partner in Nov.
- Featured art exhibits and artist receptions
- "Best of the Vets" art contest in November for Veterans
- Three summer art camps for children.

**Events:**

- Orange Beach Festival of Art, 2nd weekend in March
- Baldwin Pops concert, September
- Arts Afire, October
- Locals Art day, November
- Light Up The Arts, December

**Venue Space:**

- Weddings
- Rehearsal dinners
- Corporate outings
- Meeting space
- Memorial services
- Galas/Fundraisers
- Community use of grounds

# DRAFT

## 2026 Budget Totals

Department	2025 Budget	2026 Budget	Inc/(Dec)
<b>430 Art</b>			
430-682-401 SALARIES	567,183	567,183	0
430-682-402 OVERTIME	10,500	10,500	0
430-682-460 RETIREMENT	35,000	43,326	8,326
430-682-470 FICA	44,193	44,193	0
430-682-490 SUTA	210	250	40
430-682-507 EQUIPMENT/SMALL	40,000	40,000	0
430-682-510 GAS/OIL	500	500	0
430-682-513 SUPPLIES/JANITORIAL	4,000	4,000	0
430-682-516 SUPPLIES/OPERATING	24,000	26,000	2,000
430-682-605 COMMUNICATIONS	10,800	11,300	500
430-682-608 DUES/MEMBERSHIP/SUBSCRIPT/LEASE	-	2,500	2,500
430-682-612 PROFESSIONAL FEES	49,000	51,000	2,000
430-682-614 RENTALS	71,750	71,750	
430-682-616 RPR/MAINT PLANT/BLDGS	15,000	212,000	197,000
430-682-618 RPR/MAINT EQUIPMENT	9,000	8,000	(1,000)
430-682-620 RPR/MAINT GROUNDS	9,500	8,500	(1,000)
430-682-622 RPR/MAINT VEHICLES	1,500	1,500	0
430-682-630 TRAINING/TRAVEL	3,200	3,200	0
430-682-635 UTILITIES	60,000	61,000	1,000
430-682-649 FESTIVALS EXPENSES	35,000	37,500	2,500
430-682-650 EXHIBITIONS & PROMOTIONS	20,500	21,000	500
430-682-659 RESALE INV/CENTER	30,000	30,000	0
430-682-660 RESALE INV/ARTISTS	125,000	125,000	0
430-682-661 SALES TAX PAID		-	0
<b>430 Art Subtotal</b>	<b>1,165,836</b>	<b>1,380,202</b>	<b>214,366</b>



**Orange Beach Public Library**

**Purpose:** The Orange Beach Public Library's mission is to provide the community free and open access to the trained professional personnel, information, materials, and services they need for life-long learning, civic engagement, entertainment, and the exchange of ideas.

**History:** Established in 1992, the Library operates under a unique model and is not unusual in the library world (Fairhope follows a similar model): we are part of the City of Orange Beach, but also a separate entity governed by a five-member Library Board. About 95% of our funding comes from the City, with the remaining support provided by grants, state funding, and our Friends of the Library - a 501(c)(3) nonprofit.

The Library Board hires and evaluates the Director, sets library policies, and oversees the Library's mission. In turn, the Director wears many hats (HR, PR and community engagement, budget manager, grant writer, acquisitions specialist, IT support, and more) while the rest of the staff have their overarching roles but are cross-trained to provide coverage in all areas.

**Membership & Collaboration:** We are part of the Baldwin County Library Cooperative, which provides daily courier service for materials shared among member libraries. Serving an average of 120,000 visitors annually, Orange Beach Public Library keeps pace with larger county libraries such as Foley, Daphne, and Fairhope, all of which serve populations at least twice as large as ours. We are tiny but mighty!

**Hours:** Monday, Tuesday, Wednesday, Friday: 9 a.m.–6 p.m.  
Thursday: 9 a.m.–8 p.m.  
Saturday: 9 a.m.–3 p.m.

**Phone:** 251-981-2923

**Website:** <https://www.orangebeachlibrary.gov>

**Staff:** 8 full-time employees

**Director:** Meagan Bing

**Budget:** \$846,276

Revenue: \*\*

*\*\*Libraries aren't revenue-generating organizations in the traditional sense. But we do offer a lot for our community! ROI for OBPL= Value of Services ÷ Library Budget.*

*2025 ROI = \$2,235,408 ÷ \$749,974 ≈ \$2.98*

**For every \$1 invested in the library, the community received almost \$3 in services and resources.**

Expense: \$XXX,XXX

**Reason for 2026 budget increase:** After several years of level funding, the Library's FY2026 budget request reflects a necessary increase driven by essential building and security upgrades requested by the City, the loss of external funding sources, an anticipated reduction in State Aid, and the impact of inflation. This increase ensures we can continue providing the high-quality service our community expects while preparing for future needs.

**Features:** The library actively offers educational, cultural, and recreational programs for residents and visitors of all ages. Ongoing initiatives include children's outreach to local schools and daycares, partnering with City departments and community organizations for outreach and special events, as well as in-house storytimes, arts and crafts

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sessions for all ages, technology classes, books clubs and community outreach. In addition, the library continues to expand its technology access with our Makerspace and individualized services such as proctored tests, one-on-one technology training, and “Book-a-Librarian” appointments.



**REGULAR COMMITTEE OF THE WHOLE MEETING  
NOVEMBER 18, 2025**

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**Departments:** Community Development

**Description of Topic:** Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0903-PUD-25, AC Hotel Orange Beach PUD. (Suggested date 12/16/2025) (GP)

**Background/Description:** Shiv Sagar Hospitality LLC requests Preliminary and Final PUD Approval to rezone 1.8 beachfront acres from Multi-Family Residential High Density (RM-2) to Planned Unit Development (PUD) for the purpose of converting an existing building into a hotel with 100 lodging rooms. The property is located at 23370 Perdido Beach Boulevard.

**Action Options/Recommendation:** The Planning Commission held a public hearing and considered this application at its regular meeting on November 10, 2025, and gave the request a **favorable recommendation** (7-2).

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

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**ATTACHMENTS:**

None



**REGULAR COMMITTEE OF THE WHOLE MEETING  
NOVEMBER 18, 2025**

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**Departments:** City Clerk

**Description of Topic:** First Reading – Ordinance amending Chapter 50, Article XIII of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Recreational Vehicle Rentals".

**Background/Description:**

**Action Options/Recommendation:**

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

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**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”**

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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 or passenger 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, or of delivering rented recreational vehicles, within the City of

Orange Beach without holding a license issued by the City of Orange Beach to engage in the identified business. Licenses for the rental of recreational vehicles shall be granted only to businesses licensed by the City of Orange Beach prior to the enacting date of this Ordinance or PUD Limited Licenses as defined herein.

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. PUD Limited Licenses may be approved notwithstanding prohibitions against new license issuance per Sec. 50-703.

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 Recreational Vehicle Operating Locations.

It shall be unlawful for any business licensed under this Article to provide recreational vehicles for operation upon any roadway not specifically authorized by Section 70-273 of this Code. An exception to this Section shall apply to the lawfully licensed and insured slingshots and jeeps, or other standard passenger vehicles with their intended purpose and design to safely travel at speeds of sixty (60) miles per hour or greater equivalent with typical traffic flows on highways and roadways of sixty (60) miles per hour and above. Golf Carts and other Low Speed Vehicles are specifically included in the prohibition of this section. Businesses in violation of this Section are subject to immediate closure of business, suspension and/or revocation of license.

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 golf carts and low speed 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. Specifically, a violation of Section 50-708 upon a State Highway is considered a material compromise to public safety and may result in an immediate order to close under this provision.

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 18<sup>th</sup> DAY OF NOVEMBER, 2025.

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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 \_\_\_\_\_

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Renee Eberly, City Clerk