



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Work Session 11/17/2025
2. Regular Council Meeting 11/18/2025
3. Committee of the Whole 11/18/2025
4. Special-Called Council Meeting 11/21/2025

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

1. Discuss School Board appointment. (RE)
2. Discuss request to waive Orange Beach Shooting Complex fees for a fundraiser benefiting the United States Police Canine Association (USPCA) K-9 Trials to be held in Orange Beach on February 8-12, 2025. (TJ/FH)

Resolutions

1. Resolution authorizing the city to host community events for the benefit of citizens and visitors of the City of Orange Beach during 2026. (NA/KH)
2. Resolution authorizing the execution of a performance contract with Anne Gajda for golf instruction services. (NA)

3. Resolution authorizing the execution of a performance contract with Joan Hill for water aerobics instruction at the Aquatics Center. (NA)
4. Resolution to update the list of volunteer firefighters and reserve police officers covered under workers' compensation insurance. (RE)
5. Resolution authorizing the execution of retainer agreements for outside counsel for the City of Orange Beach for 2026. (JL)
6. Resolution appointing members and reappointing existing members to the Legislative Review Committee. (JL)
7. Resolution authorizing the City of Orange Beach, Alabama, to levy taxes within its police jurisdiction for the year 2026. (JL)
8. Resolution authorizing execution of a professional services agreement with Chris Litton for various special services. (RE)
9. Resolution extending the entertainment district at SanRoc Cay Marina / Perdido Beach Resort. (RE)
10. Resolution extending the entertainment district at The Wharf. (RE)
11. Resolution authorizing the execution of a professional services agreement with McCollough Architecture, Inc., for architectural services. (RE)
12. Resolution authorizing execution of a performance contract with Baldwin County Economic Development Alliance, Inc. (RE)
13. Resolution appropriating funds to the Gulf Shores Airport Authority in an amount not to exceed \$75,000 for FY2026. (RE)
14. Resolution authorizing execution of a professional services agreement with Socialize Your Bizness, Inc., for social media consulting and marketing services. (MA)
15. Resolution authorizing execution of a professional services agreement with Bob Riley and Associates, LLC, for lobbying services. (RE)
16. Resolution authorizing execution of a professional services agreement with Van Scoyoc Associates for consulting services. (RE)

Public Hearings

1. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1104-PUDA-25, Phoenix West II PUD Modification, The Oasis at Orange Beach Signage. (Suggested date 1/6/2026) (GP)
2. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0903-PUD-25, AC Hotel Orange Beach PUD on December 16, 2025.

Ordinances

1. Ordinance adopting the Baldwin County Emergency Communications District GIS/Addressing Office street name standards within the City of Orange Beach, Alabama. (AR/SB/JL)
2. Ordinance amending and restating Chapter 42, Article II, Division 2, Section 42-41 of the Code of Ordinances for the City of Orange Beach, Alabama, to update technical codes for land development. (AR/JL)
3. Ordinance amending Chapter 70, Article II, Section 70-22 of the Code of Ordinances for the City of Orange Beach, Alabama, to reduce the speed limit from 45 mph to 35 mph on the portion of State Highway 182 from Milepost 11.55 to Milepost 13.13. (CP/RE)

V. Public Comments

VI. Adjourn

**MINUTES OF
ORANGE BEACH CITY COUNCIL
WORK SESSION
NOVEMBER 17, 2025 – 1:00 P.M.
CITY HALL – SOUTH CONFERENCE ROOM**

The Orange Beach City Council met on November 17, 2025, at 1:06 P.M. with Mayor Tony Kennon presiding.

The following members were present:

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

The following members were absent:

None

The following items were discussed:

1. Review of City Council and Committee of the Whole meeting agendas for November 18, 2025.
2. Proposed Fiscal Year 2026 budget and capital requests.
3. Employee healthcare plan.
4. Stop loss insurance.
5. Salary study update.
6. Donation requests.
7. Amicus brief request.
8. Litigation update.

There being no further business, the meeting adjourned.

Time: 4:59 P.M.

APPROVED this 16th day of December, 2025.

Renee Eberly
City Clerk

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
NOVEMBER 18, 2025 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Kennon called the meeting to order at 4:58 P.M.
- II. INVOCATION** Pastor Brandon Moore, Orange Beach Community Church
- III. PLEDGE OF ALLEGIANCE**
- IV. ADMINISTRATION OF OATH TO COUNCILMEMBER SILVERS**

Pamela Davis, Court Director, administered the oath of office for Councilmember Silvers.

V. ROLL CALL

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

Absent: None

VI. CONSIDERATION OF AGENDA

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

VII. CONSIDERATION OF PREVIOUS MINUTES

Solid Waste Authority Meeting	10/21/2025
Regular Council Meeting	10/21/2025
Committee of the Whole	10/21/2025

The reading was waived and minutes were approved as written.

VIII. 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 No report.
- 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

Councilmember Harrelson introduced Jessica Ware and Niki Whitaker who spoke on behalf of the Baldwin County Child Advocacy Center. They invited everyone to attend the “Starlit Soiree” annual fundraiser being held at the Coastal Arts Center on December 4, 2025.

IX. 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: Silvers, aye; Robertson, aye; Harrelson, aye; Stuart, aye; Johnson, aye; Kennone, aye. **Motion passed. (6-0).**

Motion made (Harrelson/Robertson) to certify that cash requirements with related interests in Swift Supply are within budget and appropriate for payment. Vote revealed: Silvers, abstain; Robertson, aye; Harrelson, aye; Stuart, aye; Johnson, aye; Kennon, aye. **Motion passed. (5-0-1).**

X. PRESENTATIONS

XI. RECOGNITIONS

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

Miscellaneous

1. Approval of a Special Events Retail Liquor License Application by Bottles Up Mobile, Inc, for the "Baldwin EMC Christmas Party" event to be held December 6, 2025, at the Orange Beach Event Center, 4671 Wharf Parkway West. **Motion made (Robertson/Harrelson) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**
2. Approval to change the City's Expect Excellence Performing Arts program's spring 2026 theater production from "Guys and Dolls" to "Disney's Frozen The Broadway Musical", and to apply the change to previously approved contracts. **Motion made (Silvers/Stuart) to approve the change.** Vote unanimous in favor. **Motion passed.**
3. Approval to construct a new multipurpose facility on the Police Department campus in an amount not to exceed \$120,000. **Motion made (Johnson/Robertson) to approve the project budget.** Vote unanimous in favor. **Motion passed.**

Resolutions

1. Resolution reappointing Jamie Logan as the City Attorney for the City of Orange Beach, Alabama. **Motion made (Silvers/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution reappointing Renee Eberly as the City Clerk for the City of Orange Beach, Alabama. **Motion made (Stuart/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution reappointing Bedford Handley as the City Treasurer for the City of Orange Beach, Alabama. **Motion made (Silvers/Stuart) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution reappointing Jeffrey F. Smith as the Fire Chief for the City of Orange Beach, Alabama. **Motion made (Harrelson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. Resolution appointing David Trent Johnson as the Interim Police Chief for the City of Orange Beach, Alabama. **Motion made (Johnson/Stuart) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

6. Resolution designating depositories and authorized signatures on bank depositories. **Motion made (Silvers/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
7. Resolution amending the fee schedule for the Orange Beach Shooting Complex. **Motion made (Stuart/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
8. 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. **Motion made (Silvers/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
9. 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. **Motion made (Robertson/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
10. Resolution authorizing an updated appraisal of the Event Center by The Appraisal & Consultant Group, Inc., in an amount not to exceed \$10,000. **Motion made (Stuart/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
11. Resolution authorizing execution of a professional services agreement with Gerald Mills for theatrical performance direction for "Disney's Frozen The Broadway Musical". **Motion made (Harrelson/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
12. Resolution awarding the bid for Audio Visual Equipment to Big Blue LLC, dba Blue AV, in the amount of \$67,691.25. **Motion made (Harrelson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

Public Hearings

1. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0905-PUDA-25, Jones Duplexes PUD Modification – Turquoise Village.

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

Council asked questions to clarify parking, setbacks, and traffic requirements. Griffin explained that changes recommended by the Planning Commission have resulting in an amended parking plan, and that traffic requirements are set by ALDOT (Alabama Department of Transportation).

Rodney Jones, developer, spoke in more detail about the changes made to the request to address the concerns raised by Planning Commission. Changes included eliminating a house to expand spaces between houses and to widen interior streets from 20' to 25'. Councilmember Stuart expressed his gratitude for the developer's cooperation.

There being no additional comments, the public hearing adjourned.

Ordinances

1. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0905-PUDA-25, Jones Duplexes PUD Modification – Turquoise Village. **Motion made (Silvers/Harrelson) for unanimous consent to suspend the rules to allow for immediate**

consideration of this ordinance. Roll call vote revealed: Silvers, aye; Robertson, aye; Harrelson, aye; Stuart, aye; Johnson, aye; Kennon, aye. **Motion passed. (6-0). Motion made (Silvers/Stuart) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Robertson, aye; Harrelson, aye; Stuart, aye; Johnson, aye; Kennon, aye. **Motion passed. (6-0).**

2. First Reading – Ordinance extending the temporary moratorium on consideration of certain multi-family residential projects and subdivision applications established by Ordinance No. 2025-1504. **Motion made (Harrelson/Robertson) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Robertson, aye; Harrelson, aye; Stuart, aye; Johnson, aye; Kennon, aye. **Motion passed. (6-0). Motion made (Silvers/Harrelson) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Robertson, aye; Harrelson, aye; Stuart, aye; Johnson, aye; Kennon, aye. **Motion passed. (6-0).**
3. First Reading – Ordinance extending the temporary moratorium on development of or within 15 feet of wetlands and utilization of wetland acreage in density calculations established by Ordinance No. 2025-1513. **Motion made (Stuart/Harrelson) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Robertson, aye; Harrelson, aye; Stuart, aye; Johnson, aye; Kennon, aye. **Motion passed. (6-0). Motion made (Silvers/Johnson) to adopt the ordinance.** Mayor Kennon stated that it is Council's intent to move faster on resolving issues with development near wetlands to allow residential building to resume. Roll call vote revealed: Silvers, aye; Robertson, aye; Harrelson, aye; Stuart, aye; Johnson, aye; Kennon, aye. **Motion passed. (6-0).**

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:27 P.M.

APPROVED this the 16th day of December, 2025.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
NOVEMBER 18, 2025 – 5:27 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the December 2, 2025, agenda.

The following members were present:

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

The following members were absent:

None

The following items were discussed:

1. Discuss stop loss insurance.
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. Meetings rescheduled to 3:00 P.M. on December 2, 2025.
3. Resolution authorizing the execution of a professional services agreement with Computer Backup, Inc., for technology support and managed services.
4. Resolution authorizing the execution of an interlocal agreement with the Baldwin County Emergency Communication District for E-911 services.
5. Award the bid for construction of the Contorno Park Trails Project, Phase One.
6. Resolution authorizing an additional one-time payment to city employees for future services.
7. 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.
8. 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.
9. Resolution appointing Ryan Long and Paul McGhee to the Board of Adjustment.
10. 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.
11. Resolution authorizing execution of a medical services agreement with Foley Clinic Corp, dba Baldwin Health Medical Group Primary and Urgent Care at Orange Beach.
12. Resolution authorizing execution of a medical services agreement with Coastal 3 Holdings, LLC, dba Southern Rapid Healthcare.
13. 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.

14. 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. Public hearing set for December 16, 2025.
15. Ordinance amending Chapter 50, Article XIII of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Recreational Vehicle Rentals". This item will not move forward for consideration at this time.

Public Comments:

1. Ford Handley, City Administrator/Finance Director, thanked department heads for their work on the Fiscal Year 2026 Budget. He gave a brief overview of ongoing and upcoming capital projects.
2. Ashley Powell, property owner, and Ken Vicens, contractor, requested consideration from Mayor and Council on their residential build that is being affected by the moratorium on wetlands construction. Ms. Powell explained that her family is moving into Orange Beach city limits from Ono Island due to the city school system and tuition concerns, but that the lot she has purchased is affected by the ongoing moratorium. Mr. Vicens suggested shortening the distance on wetlands setbacks. Mayor and Council responded that they plan to move expediently.
3. Lori DeAngelis, resident, stated that the music at Oso at Bear Point has become much too loud, and that the type of music has also become less family-friendly. As a long-time resident of Bear Point, Ms. DeAngelis stated that the music can be heard inside her home until 9 or 10 P.M. at night, and then people hang around after closing. She also had concerns about the large tent that has been erected, chickens being fed outside the restaurant kitchen door, and that the area has become more of a bar atmosphere than a restaurant. Councilmember Stuart thanked Ms. DeAngelis for voicing her concerns. Mayor Kennon shared that the city has meetings planned with the business managers, and that they will be addressing what is noncompliant with city regulations and creating a plan to resolve noise issues. A sound barrier wall has been proposed. Mayor Kennon also stated that the chicken issue may have to be resolved by the community.

Executive Session:

1. Executive session to discuss pending litigation. **Motion made (Harrelson/Johnson) to enter executive session.** The City Attorney advised the Council that a declaration was required by the Open Meetings Act for an Executive Session; therefore, she stated for the record that she was duly qualified and had the personal knowledge to provide the requisite declaration for the stated purposes of the Executive Session authorized by the Act. The Mayor announced that the executive session would last approximately 45 minutes, and that Council would not reconvene after the executive session.

Time in: 6:07 P.M.

Time out: 6:30 P.M.

There being no further business, the meeting adjourned.

Time: 6:30 P.M.

APPROVED this 16th day of December, 2025.

Renee Eberly
City Clerk

**MINUTES OF
SPECIAL-CALLED COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
NOVEMBER 21, 2025 – 11:00 A.M.
CITY HALL – COUNCIL CHAMBERS**

I. CALL TO ORDER Mayor Tony Kennon called the meeting to order at 11:02 A.M.

II. ROLL CALL

Present: Councilmember Jeff Silvers
Councilmember Jack Robertson
Councilmember Ginger Harrelson
Councilmember Robert Stuart
Mayor Tony Kennon

Absent: Councilmember Jerry Johnson

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

III. CONSIDERATION OF AGENDA: Motion made (Stuart/Harrelson) to approve the agenda as presented. Vote unanimous in favor.

IV. NEW BUSINESS

Resolutions

1. Resolution authorizing settlement in the case of *Wireman, et al., v. The City of Orange Beach.*
Motion made (Harrelson/Robertson) to adopt the resolution. Vote revealed: Silvers, aye; Robertson, aye; Harrelson, aye; Stuart, aye; Kennon, aye. **Passed. (5-0).**

VI. ADJOURN

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

Time: 11:03 A.M.

APPROVED this the 16th day of December, 2025.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Discuss School Board appointment. (RE)

Background/Description: The deadline for the receipt of applications was November 21, 2025, at 5:00 P.M. 17 applications were received.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Discuss request to waive Orange Beach Shooting Complex fees for a fundraiser benefiting the United States Police Canine Association (USPCA) K-9 Trials to be held in Orange Beach on February 8-12, 2025. (TJ/FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2025.11.21 Memo - K9 Fundraiser



CITY OF ORANGE BEACH

To: Jamie Logan, City Attorney
From: Ford Handley, City Administrator
Date: November 21, 2025
Subject: **Review of fundraising request at OB Shooting Range**

Fundraiser for USPCA K-9 Trials to be held in Orange Beach

Request: Request for waiver of fees for fundraiser benefiting the United States Police Canine Association, who is holding the regional K-9 Field Trials in Orange Beach February 8-12.

Details:

1. Who the event benefits:

The funds raised will go directly toward the USPCA Region 1 K-9 Field Trials that Orange Beach is hosting February 8–12. While the beneficiary is the Field Trials themselves, the event directly benefits the City of Orange Beach by supporting the successful execution of a major law-enforcement event we are hosting. The trials bring positive regional exposure to the city, law enforcement participation from multiple states, and tourism revenue during the event period.

2. Per-round fee:

Based on the above, we would appreciate consideration for the waiver of the per-round fee, pending your approval.

3. Food:

Understood regarding the city not being able to provide food.

4. Insurance coverage:

The insurance for the Field Trials only covers the February 8–12 event window. Because the shotgun competition would fall outside of those dates and is held at the city's range, the City would need to provide coverage from an insurance standpoint for this one-afternoon event.



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing the city to host community events for the benefit of citizens and visitors of the City of Orange Beach during 2026. (NA/KH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-16-25 25-xxx Authorize Community Events 2026

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE CITY TO HOST
COMMUNITY EVENTS FOR THE BENEFIT OF CITIZENS AND VISITORS
OF THE CITY OF ORANGE BEACH DURING 2026**

FINDINGS:

1. The City hosts certain annually held events for the benefit of its citizens and visitors, specifically, the City Mardi Gras Parade, the Art Festival, the Seafood Fest at The Wharf, Parks and Recreation Month Events, Live at Waterfront Park Music Series, Freedom Fest at The Wharf, and the City Christmas Tree Lighting Event at The Wharf. These events are important to the local economy as well as to the general welfare and spirit of the community.
2. The City wishes to host the above stated events during the calendar year 2026.
3. The following personal property owned by the City of Orange Beach, Alabama, is no stated events will promote tourism and local businesses, stimulate economic growth in the community and provide benefit to the City's economy.
4. The events serve a public purpose by promoting the health, safety, morals, security, prosperity, contentment, and general welfare of the community.
5. The stated events will provide quality-of-life benefits to the community by bringing the community together, celebrating and enhancing the spirit of community.
6. The City Council has determined that providing such events serves a public purpose and is in the best interest of the citizens and visitors 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 Orange Beach City Council, having determined that it serves a public purpose and is in the best interest of the City, hereby authorizes the use of certain public resources for the purpose of hosting annual community events in the City of Orange Beach, namely the City Mardi Gras Parade, the Art Festival, the Seafood Fest at The Wharf, Parks and Recreation Month Events, Live at Waterfront Park Music Series, Freedom Fest at The Wharf, and the City Christmas Tree Lighting Event at The Wharf;
2. That the Mayor be and is hereby authorized to sign such agreements as may be necessary for expending funds to host the events and/or for hosting the events generally; and
3. That this Resolution shall become effective immediately upon its adoption and remain effective until its expiration on December 31, 2026.

ADOPTED THIS 16th 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 16, 2025.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a performance contract with Anne Gajda for golf instruction services. (NA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-16-25 25-xxx Authorize Performance Contract Golf Pro Anne Gajda
2. 2025.11.18 Performance Contract Anne Gajda Golf

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PERFORMANCE CONTRACT WITH
ANNE GAJDA FOR GOLF INSTRUCTION SERVICES**

FINDINGS:

1. The City of Orange Beach and Anne Gajda have reached an agreement (attached Exhibit A) whereby Anne Gajda will provide golf instruction 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.

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

1. That the Mayor is hereby authorized to execute the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Anne Gajda 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 16th 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 16, 2025.

City Clerk

PERFORMANCE CONTRACT

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

1. Recitals:

- a. Contractor is a golf teacher who provides instruction.
- b. The City desires to engage Contractor to provide such services for the benefit of Orange Beach residents and visitors.
- c. 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. Contractor’s Obligations:

- a. Contractor shall offer golf lessons, and related skill-development classes at the Orange Beach Golf Center.
- b. Contractor shall provide, at no charge at least twenty hours a year of golf instruction for the City’s Expect Excellence Program and/or the public schools within the City of Orange Beach.
- c. Contractor must have an Orange Beach Business License.
- d. Contractor will schedule lesson times with the Orange Beach Golf Center prior to the lessons.
- e. Contractor will assist with open houses and small programs for the Golf Center.
- f. Contractor shall maintain a limit of 10 people per group lesson and 2 baskets of balls for the driving range. This limit is essential to ensure that all participants have sufficient space on the range and that the range is shared equitably with members, programs, and other contractors.

3. City’s Obligations:

- a. City agrees to make available during normal operational hours an agreed portion of the range for the Contractor to provide lessons. (Morning time for (10 people) during group lessons).
- b. City will provide an indoor space (Simulator room) during weather events. Contractor will schedule lesson times in this space with the Orange Beach Golf Center and it is subject to availability.

4. Compensation:

Contractor will be permitted to retain the fees earned for the instructional services provided under this Agreement.

5. Term:

The term of this agreement shall begin on December 1, 2025, and end on April 30, 2026, unless terminated earlier in accordance with paragraph 10. This agreement may be renewed annually by resolution adopted by the City Council.

6. Independent Contractor:

- a. 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.

- b. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an Independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an Independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefor.

7. Assignment:

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

8. Insurance:

- a. Contractor shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor under this Agreement, including the following, at a minimum:
 - i. Worker's compensation insurance as required by law; and
 - ii. Commercial general liability insurance with minimum coverage limits of \$100,000 per person and \$300,000 per occurrence, naming the City of Orange Beach and the City's officers, employees, and consultants as additional insured. The policy shall be with a carrier and in a form acceptable to the City at the City's sole discretion.
- b. Any insurance carried by the City, its officers, or its employees or contractors is excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.
- c. Contractor shall provide to the City a Certificate of Insurance as evidence that required policies are in full force and effect.

9. 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.

10. 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.

11. Termination:

This agreement may be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate.

12. 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.

13. 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.

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

15. Laws Governing:

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

16. Permits, Licensing, 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.

17. 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.

18. Notices:

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

City of Orange Beach:

City Clerk
Post Office Box 458

Orange Beach, Alabama 36561

With Required Copy to:

City Attorney
Post Office Box 458
Orange Beach, Alabama 36561

And to Contractor:

Anne Gajda
8072 Park Lane
Ypsilanti, MI 48198

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

CITY OF ORANGE BEACH,
An Alabama Municipal Corporation

By: _____
Mayor Anthony T. Kennon

ATTEST:

Renee Eberly, City Clerk

CONTRACTOR:

ANNE GAJDA

By: _____
Anne Gajda

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, 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 on the _____ day of _____, 2025.

(SEAL)

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 Anne Gajda 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, she, as such owner 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 on the _____ day of _____, 2025.

(SEAL)

Notary Public
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a performance contract with Joan Hill for water aerobics instruction at the Aquatics Center. (NA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-16-25 25-xxx Authorize Performance Contract Water Aerobics Instructor Joan Hill
2. 2025.11.26 Performance Contract Joan Hill Water Aerobics Instructor

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PERFORMANCE CONTRACT WITH
JOAN HILL FOR WATER AEROBICS INSTRUCTION
AT THE AQUATICS CENTER**

FINDINGS:

1. The City of Orange Beach wishes to engage independent contractors to provide various fitness classes for the benefit of Orange Beach residents and visitors.
2. Joan Hill is a certified water aerobics instructor who wishes to teach classes at the Orange Beach Aquatics Center.
3. The City of Orange Beach and Joan Hill have reached an agreement (attached Exhibit A) whereby the City of Orange Beach agrees to pay Joan Hill to lead water aerobics classes at the Orange Beach Aquatics Center.
4. 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 in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Joan Hill 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 16th 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 16, 2025.

City Clerk

PERFORMANCE CONTRACT

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

1. Recitals.

- a. Contractor is a water aerobics instructor who provides instruction.
- b. The City desires to engage Contractor to provide such services for the benefit of Orange Beach residents and visitors.
- c. 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. Contractor’s Obligations.

- a. Contractor shall offer water aerobics classes at the Orange Beach Aquatics Center
- b. Contractor must possess a current certification from (at least) one of the following nationally recognized certifying agencies: Aquatic Exercise Association (AEA), United States Water Fitness Association (USWFA), FiTour, and/or YMCA. (Certifications from organizations not listed may be accepted, pending approval by the Aquatics Facility Director).
- c. Contractor must have an Orange Beach Business License.
- d. Contractor will conduct each class scheduled, regardless of the number of participants present at the scheduled class time.
- e. Pre-determined cancellations must be decided no less than two hours prior to class time pursuant to the following policy:
 - i. Instructors may make recommendations for cancellations in cases of emergencies, illness, weather, or other unforeseen circumstances that may prevent them from conducting their scheduled classes.
 - ii. The final decision regarding cancellations will be made by the Aquatics Facility Director to ensure operational consistency.
 - iii. Instructor/s must notify the Aquatics Facility Director as soon as possible in the event of a potential cancellation. Advance notice allows for appropriate arrangements to be made to minimize disruption to the schedule.
 - iv. Whenever possible, substitute instructors should be used to minimize the impact on the community and ensure continuity of service.
 - v. Failure to adhere to this cancellation policy may result in penalties, including but not limited to a reduction in scheduled hours or termination of instructor’s contract.
 - vi. The City of Orange Beach reserves the right to cancel classes, combine or divide classes, change the time, date or place of classes, change the contract instructor and make other changes which become necessary for the best interests of the City and its participants.
- f. Contractor will hold classes for a minimum of fifty minutes.

3. City’s Obligations.

- a. City agrees to make available during normal operational hours lanes 5 and 6 and the deep end of the Aquatics Center for the Contractor to teach classes.
- b. City agrees to provide all necessary equipment for Contractor’s water aerobic classes.

4. Compensation.

Contractor will be paid at a fixed rate of \$30.00 per class on a bi-weekly basis. If inclement weather occurs during a class time, the current class will be cancelled, and the instructor will be paid for the full hour. This does not include pre-determined cancellations.

5. Term.

The term of this agreement shall begin on February 2, 2026, and end on November 30, 2026, unless terminated earlier in accordance with paragraph 11. This agreement may be renewed annually by resolution adopted by the City Council. Classes will not be held during the months of January and December.

6. Independent Contractor.

- a. 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.
- b. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an Independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an Independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefor.

7. Assignment.

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

8. Insurance.

- a. Contractor shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor under this Agreement, including the following, at a minimum:
 - i. Worker's compensation insurance as required by law; and
 - ii. Commercial general liability insurance with minimum coverage limits of \$100,000 per person and \$500,000 per occurrence, naming the City of Orange Beach and the City's officers, employees, and consultants as additional insured. The policy shall be with a carrier and in a form acceptable to the City at the City's sole discretion.
- b. Any insurance carried by the City, its officers, or its employees or contractors is excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.
- c. Contractor shall provide to the City a Certificate of Insurance as evidence that required policies are in full force and effect.

9. 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.

10. 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.

11. Termination.

This agreement may be terminated by either party for any reason upon one (1) week notice of the intent to terminate.

12. 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.

13. 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.

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

15. Law Governing.

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

16. Permits, Licensing, 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.

17. 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.

18. Notices.

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

City of Orange Beach:

City Clerk
Post Office Box 458
Orange Beach, Alabama 36561

With Required Copy to:

City Attorney
Post Office Box 458
Orange Beach, Alabama 36561

And to Contractor:

Joan Hill
22595 Wedgewood Drive
Foley, AL 36535

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

CITY OF ORANGE BEACH,
An Alabama Municipal Corporation

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

CONTRACTOR

By: _____
Joan Hill

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, 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 on the _____ day of _____, 2025.

(SEAL)

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 Joan Hill 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, she executed the same voluntarily on the day the same bears date.

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

(SEAL)

Notary Public
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Resolution to update the list of volunteer firefighters and reserve police officers covered under workers' compensation insurance. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-16-25 25-xxx Workers Comp Update Fire Police

RESOLUTION NO. 25-xxx

**A RESOLUTION TO UPDATE THE LIST OF
VOLUNTEER FIREFIGHTERS AND RESERVE POLICE OFFICERS
COVERED UNDER WORKERS' COMPENSATION INSURANCE**

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

1. That the following listed reserve police officers are hereby covered by the City's workers' compensation insurance when said individuals are on duty as police personnel:

Alexander Bischoff
Douglas Malcolm Cole
Khyle Douglas Jackson
Shawn Lambert Temple
Terry Lynn Waldrop

The following are city employees who serve as reserve police officers:

Matthew Tyler Malone Finance Department
Kevin Lanford Fire Department

The following are reserve auxiliary police officers who do not carry a weapon:

Norman Robert Matzl
Bruce David McNelly

2. That the City of Orange Beach currently does not have volunteer firefighters to be covered by workers' compensation insurance;
3. That these lists will be updated annually by a vote of the City Council; and
4. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 16th 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 16, 2025.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of retainer agreements for outside counsel for the City of Orange Beach for 2026. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-16-25 25-xxx Authorize Retainer Agreements Attorneys 2026

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF RETAINER AGREEMENTS
FOR OUTSIDE COUNSEL FOR THE CITY OF ORANGE BEACH FOR 2026**

FINDINGS:

1. Chapter 2, Section 83 of the *Code of Ordinances for the City of Orange Beach* authorizes the City Attorney, with consent of the Mayor to appoint such other attorneys as are needed to carry on the legal business of the City with retainer agreements approved by the Council.
2. The City Attorney has recommended that:
 - a. Attorney Spencer E. Davis, Jr., be appointed as the City Prosecutor for Municipal Court;
 - b. Attorney Paul Woodall of the Jones Walker law firm in Birmingham be appointed to represent the City concerning real estate transactions, public finance, economic incentives, and other specialized legal services as may be directed by the City Attorney;
 - c. Attorney David Canupp of Lanier Ford Shaver & Payne, P.C. law firm in Huntsville, Alabama be appointed to represent the City concerning issues related to the City sign ordinance, employment law, and other specialized legal services as may be directed by the City Attorney; and
 - d. The law firm of Galloway, Wettermark & Rutens, LLP, be appointed to represent the City concerning specialized legal services as may be directed by the City Attorney.
3. The City Attorney has reviewed the attached retainer agreements and recommends approval of same.
4. The term of these agreements shall be for twelve (12) months commencing January 1, 2026, and ending December 31, 2026.
5. After reviewing the attached retainer contracts, 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 attached retainer agreements in substantially the form and of substantially the content now before the Council as an act for and on behalf of the City of Orange Beach, Alabama subject to final approval by the City Attorney; and
2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 16th 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 16, 2025.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Resolution appointing members and reappointing existing members to the Legislative Review Committee. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-16-25 25-xxx Appoint Legislative Review Committee

RESOLUTION NO. 25-xxx

**A RESOLUTION APPOINTING MEMBERS AND
REAPPOINTING EXISTING MEMBERS
TO THE LEGISLATIVE REVIEW COMMITTEE**

FINDINGS:

1. Each year, the Alabama Legislature and the United States Congress consider legislation that may affect the City of Orange Beach and other municipalities in the Gulf Coast region as well as the throughout the state.
2. It is important for the City to keep abreast of legislative developments and to implement a process that will insure the City's interests are protected and properly communicated to elected officials.
3. On January 15, 2013, the City Council adopted Resolution No. 13-010 forming a legislative review committee to promote an effective and efficient response to legislative action and ensure that the public interest in such matters is protected.
4. It is necessary to appoint new or replacement members to the committee and to reappoint other existing members.

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

1. That the following persons are appointed to serve on the Legislative Review Committee for the City of Orange Beach:

Ford Handley – City Administrator/ Business/ Revenue
Renee Eberly – General Municipal/ Procurement
Fire Chief Jeff Smith – Fire/ EMS/ Public Safety
Interim Police Chief David “Trent” Johnson – Law Enforcement/ Public Safety
Chris Pappas – Engineering / Transportation / Infrastructure
Pam Davis – Judicial / Court
Griffin Powell – Planning / Zoning
Adam Roberson – Building / Flood Management / Planning / Zoning
Nicole Woerner – EMA / Coastal / Environmental
Phillip West – Coastal / Environmental
Marc Anderson – Administration / Special Projects

Council Appointee – ____, Councilmember
Council Appointee – ____, Councilmember
Council Appointee – ____, Councilmember
Legal Advisor – Jamie Logan
Paralegal – Ashley Tidwell

2. That the Committee is directed to monitor legislation affecting the City; to develop a process by which staff and others can review such legislation and provide feedback to Committee members; propose official city policy with respect to particular legislative items; coordinate action concerning same, including, but not limited to activating lobbyists, necessary staff, professional associations and their lobbying resources, and joint efforts with other cities;
3. That the Committee shall make periodic reports to the full Council;

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

ADOPTED THIS 16th 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 16, 2025.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing the City of Orange Beach, Alabama, to levy taxes within its police jurisdiction for the year 2026. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-16-25 25-xxx Authorize Levy Taxes Police Jurisdiction 2026

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE CITY OF ORANGE BEACH, ALABAMA
TO LEVY TAXES WITHIN ITS POLICE JURISDICTION FOR THE YEAR 2026**

FINDINGS:

1. On November 13, 2007, the City Council of the City of Orange Beach passed Ordinance No. 2007-1036 “Business License Code of the City of Orange Beach, Alabama for the Year 2008 and Each Subsequent Year”, codified under Section 50, Article III of the *Code of Ordinances for the City of Orange Beach*. This ordinance authorizes collection of privilege license taxes from persons engaged in business within the police jurisdiction of the City of Orange Beach.
2. Sec. 50-51, “Levy of Tax” of the *Code of Ordinances for the City of Orange Beach* references Ala. Code §11-51-90 (1975) et seq. and its authorization for municipalities who have passed an ordinance establishing such to collect privilege license taxes from persons engaged in business within the corporate limits of the city and its police jurisdiction.
3. The Alabama League of Municipalities strongly suggests that municipalities who operate under the authority of 11-51-91 compare annually the amount of revenue collected from the Police Jurisdiction with the cost of supervision to the area.
4. The Legal Department conducted an internal audit of the City’s 2024 Municipal Police Jurisdiction Report submitted to the Department of Examiners of Public Accounts and has determined that the revenue collected from the Police Jurisdiction is less than the cost of supervision of the area and as such the levy of tax therein continues to be appropriate.
5. Having reviewed the findings and advice of the City Attorney, the Council has determined that the police jurisdiction levy for the next license tax year shall be reaffirmed as is in the best interest of the City of Orange Beach, Alabama.

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

1. That the City Council of the City of Orange Beach reaffirms the collection of privilege license taxes from persons engaged in business within its police jurisdiction for the year 2026; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 16th 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 16, 2025.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Chris Litton for various special services. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-16-25 25-xxx Authorize Professional Services Agreement Chris Litton
2. 2025.11.26 Professional Services Agreement Chris Litton

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
CHRIS LITTON FOR VARIOUS SPECIAL SERVICES**

FINDINGS:

1. The City of Orange Beach has reached an agreement (attached Exhibit A) with Chris Litton, an individual, whereby Chris Litton will provide special services including but not limited to audio production, firearms training and youth shooting sports organization and management, disaster recovery management, and veterans programs management.
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 twelve (12) months commencing January 1, 2026, and ending December 31, 2026.

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

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

ADOPTED THIS 16th 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 16, 2025.

City Clerk

PROFESSIONAL SERVICES CONTRACT

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

1. Recitals.

WHEREAS, the City desires to engage Contractor to provide special services and specialized organizational services due to contractor's experience and certifications including, but not limited to audio production, firearms training and youth shooting sports organization and management, disaster recovery management, veterans programs management;

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

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

2. Consulting Services to be Performed.

a) Contractor will perform such services with regard to the City's special events, performances, shooting and firearm classes, possibly emergency management skills and general support of city activities as needed, based on many years of experience and institutional knowledge.

3. Compensation.

a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid \$40/hour, plus pre-approved expenses incurred as part of Contractor's performance of this contract, in accordance with City policies.

b) Contractor agrees to abide by the City's established policies, and agrees that any travel and expenses must be approved in advance by the City.

c) Contractor shall be paid per invoice following city activities and events, upon the City's receipt of a properly documented invoice for specialized services performed. All estimated hours and expenses shall be pre-approved in planning for city events and activities.

4. Term.

The term of this Agreement is twelve (12) months commencing January 1, 2026, and ending December 31, 2026.

5. Independent Contractor.

a) Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor.

b) Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense as City may from time to time request to indicate that it is an independent Contractor. City does not, and will not, assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed but, on the contrary, Contractor shall be wholly responsible therefor.

6. Insurance.

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

7. Assignment.

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

8. Compliance with Law.

Contractor hereby agrees to comply strictly with all the laws of the State of Alabama and of the United States, and the laws and ordinances of any other jurisdiction in which contractor may perform any work pursuant to this Agreement. Contractor further agrees to comply with all rules, regulations, policies, and City ordinances that apply to sporting or other activities at City properties and facilities.

9. Termination.

This Agreement may be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate. Upon termination, Contractor shall be paid *pro rata* for all services actually rendered up to the effective date of termination. This Agreement may be terminated immediately by the City upon failure of the required background check or drug testing, as set out in paragraph 16, below.

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

13. Law Governing.

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement 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. Background Check and Drug Testing.

Contractor consents to the City of Orange Beach to conduct a background check and drug testing in order for Contractor to provide coaching services as set out herein. Contractor shall provide all required information to the City in order to conduct the background check and drug testing including, but not limited to, full name (maiden name), physical address, date of birth, social security number, driver's license state and number.

16. Notices.

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

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

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

And to Contractor:

Chris Litton
P.O. Box 441
Gulf Shores, AL 36542

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

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

Chris Litton, an Individual

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

STATE OF ALABAMA
COUNTY OF BALDWIN

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

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

(SEAL)

Notary Public
State of Alabama
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Chris Litton, an Individual, whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me this day that, being informed of the contents of the above and foregoing agreement, he executed the same voluntarily on the day the same bears date.

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

(SEAL)

Notary Public
State of Alabama
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Resolution extending the entertainment district at SanRoc Cay Marina / Perdido Beach Resort. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-16-25 25-xxx Extend Entertainment District SanRoc Cay Marina Perdido Beach Resort

RESOLUTION NO. 25-xxx

**A RESOLUTION EXTENDING THE ENTERTAINMENT DISTRICT
AT SANROC CAY MARINA / PERDIDO BEACH RESORT**

FINDINGS:

1. On July 10, 2012, the City Council, pursuant to Alabama Code §28-3A-17.1, adopted Resolution No. 12-089 designating SanRoc Cay Marina / Perdido Beach Resort as an Entertainment District as allowed by Ordinance No. 2012-1150.
2. Extensions are issued annually by City Council with the current extension authorized by Resolution No. 24-220 expiring on December 31, 2025.
3. City Council deems it appropriate to extend the district designation for one year.

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

1. That the Entertainment District at SanRoc Cay Marina / Perdido Beach Resort is hereby extended to December 31, 2026;
2. That a copy of this resolution shall be sent to the Alabama Beverage Control Board; and
3. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 16th 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 16, 2025.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Resolution extending the entertainment district at The Wharf. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-16-25 25-xxx Extend Entertainment District Wharf

RESOLUTION NO. 25-xxx

**A RESOLUTION EXTENDING THE ENTERTAINMENT DISTRICT
AT THE WHARF**

FINDINGS:

1. On July 5, 2012, the City Council, pursuant to Alabama Code §28-3A-17.1., adopted Resolution No. 12-088 designating The Wharf as an Entertainment District as allowed by Ordinance No. 2012-1150.
2. Extensions are issued annually by City Council with the current extension authorized by Resolution No. 24-221 expiring on December 31, 2025.
3. City Council deems it appropriate to extend the district designation for one year.

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

1. That the Entertainment District at The Wharf is hereby extended to December 31, 2026;
2. That a copy of this resolution shall be sent to the Alabama Beverage Control Board; and
3. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 16th 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 16, 2025.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a professional services agreement with McCollough Architecture, Inc., for architectural services. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-16-25 25-xxx Authorize Professional Services Agreement McCollough Architecture
2. 2025.11.26 Professional Services Agreement McCollough Architecture

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
MCCOLLOUGH ARCHITECTURE, INC., FOR
ARCHITECTURAL SERVICES**

FINDINGS:

1. The professional services agreement with McCollough Architecture, Inc., adopted by Orange Beach City Council through Resolution No. 23-155 adopted August 15, 2023, has expired.
2. The City of Orange Beach and McCollough Architecture, Inc., have reached an agreement (attached Exhibit A) whereby McCollough Architecture, Inc., will provide architectural services for the City of Orange Beach.
3. The Agreement authorizes work to be assigned by one or more task orders approved from time to time by the City Council.
4. 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.
5. 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 is hereby authorized to execute the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and McCollough Architecture, 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 16th 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 16, 2025.

City Clerk

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (hereinafter “Agreement”) is made and entered into by and between the City of Orange Beach, an Alabama Municipal Corporation (hereinafter “City”), and McCollough Architecture, Inc. (hereinafter “Contractor”), as follows:

WHEREAS, Contractor is engaged in the business of providing Architectural services;

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

NOW THEREFORE,

WITNESSETH:

City and Contractor, 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, do hereby covenant and agree as follows:

I. SERVICES TO BE PERFORMED

Contractor agrees to perform Architectural Services, and to represent the City as requested as their Architectural Consultant on a variety of assigned project. Each project will be assigned to Contractor in the form of a written Task Order describing the scope of work. A copy of this Agreement shall be attached to each Task Order.

Contractor agrees to perform services that may include, but not be limited to, programming, planning, design, construction documents, construction administration, architectural consultation to the City as requested, and other services as requested.

Civil, Environmental, and Geotechnical engineering required for projects associated with the Contractor’s work shall be provided by others. The Contractor shall work with the City’s engineer(s) assigned to the project.

II. COMPENSATION

Fees for work completed and reimbursable expenses will be invoiced to the City on a monthly basis, based on the following hourly rate schedule. It is anticipated that hourly fees will apply to conceptual and programming work in order to establish definitive scope of work for a specific project (Task Order). Once a project scope is identified, it is anticipated that a lump-sum fee will be established based on a percentage of the estimated cost of construction (see Alabama Building Commission Fee Schedule):

<u>Classification</u>	<u>Hourly Billing Rate</u>
Architect	\$ 150.00
CAD Operator (Draftsman)	\$ 85.00
Clerical	\$ 30.00
Engineering (Structural; Mechanical; Plumbing; Electrical)	Cost plus 15%
Interior Designer	\$ 100.00
Landscape Architect	\$ 125.00

III. TERM OF AGREEMENT

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 the termination provisions of this Agreement. This Agreement may be renewed by resolution adopted by the City Council.

IV. GENERAL PROVISIONS

- A. Contractor agrees to permit at all reasonable times and places an audit of its books and records by City's duly authorized representatives.
- B. 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 venture 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.
- C. Contractor shall act as a representative of the City, under the direct supervision of the City. Contractor shall have no authority to obligate the City in any way whatsoever. In the performance of his duties, the Contractor shall be deemed an independent contractor.
- D. 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.
- E. Contractor hereby agrees to comply strictly with all ordinances of the City of Orange Beach, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.
- F. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement.
- G. Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability, in connection with federally funded programs.
- H. City may terminate this Agreement with or without cause at any time by giving written notice to Contractor of such termination (herein called a "Notice of Termination"), specifying the effective date thereof not less than thirty (30) calendar days before the effective date of the termination. Contractor shall have the right to terminate this Agreement by giving City written notice and remaining in service for a sufficient time to allow City to seek a suitable replacement. Should Contractor be terminated pursuant to the terms of this subpart, then this Agreement shall terminate on the last day of Contractor's current month of employment and City shall not be liable for any compensation beyond that date.
- I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind arising in any way out of the negligent acts, errors or omissions of the contractor in performance

of this Agreement and/or the activities of the Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising from Contractor's activities under this Agreement, Contractor agrees to indemnify and hold the City harmless from all costs, including attorneys' fees and expenses, associated with same. This indemnification extends only to third party claims and actions filed against the City as a result of any negligent actions by the Contractor under this Agreement. This duty shall survive the termination of this contract.

- J. All notices of cancellation, requests, demands, or other communications shall be in writing and duly delivered to the following address for City at:

Renee Eberly, City Clerk
P.O. Box 458
Orange Beach, Alabama 36561

Copy to: City Attorney

And to Contractor at:

McCollough Architecture
4790 Main Street Suite F-209
Orange Beach, Alabama 36561

- K. 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.
- L. 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.
- M. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.
- N. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be Baldwin County, Alabama.
- O. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

V. 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

Professional Errors and Omissions – coverage limits of \$3,000,000 each claim and policy aggregate, an extended discovery period to apply for at least two (2) years after work is accepted by the City of Orange Beach, and a deductible not to exceed \$10,000 for which the Contractor will remain solely responsible.

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.

VI. 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the _____ day of _____, 20____.

CITY OF ORANGE BEACH, A Municipal Corporation

By: _____
Mayor Tony Kennon

ATTEST:

Renee Eberly, City Clerk

CONTRACTOR:

McCollough Architecture, Inc.

By: _____
Sted McCollough

Its: Principal

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 Sted McCollough, whose name as Principal of McCollough Architecture, 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
DECEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a performance contract with Baldwin County Economic Development Alliance, Inc. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted, Admin Aid to Other Governments, \$12,500 for FY2026

ATTACHMENTS:

1. 12-16-25 25-xxx Authorize Performance Contract Baldwin County Economic Development Alliance BCEDA
2. 2025.11.26 Performance Contract Economic Development Alliance BCEDA

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PERFORMANCE CONTRACT WITH
BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.**

FINDINGS:

1. The City Council for the City of Orange Beach, Alabama, has reviewed the performance of Baldwin County Economic Development Alliance, Inc., as the regional development agency.
2. The City Council desires to support the goals and initiatives of the Baldwin Economic Development Alliance, Inc.
3. The term of this agreement shall be for twelve (12) months commencing January 1, 2026, and ending December 31, 2026.

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

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the agreement (attached Exhibit A) in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Baldwin County Economic Development Alliance, 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 16th 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 16, 2025.

City Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

PERFORMANCE CONTRACT

THIS PERFORMANCE CONTRACT (hereinafter “Agreement”) is made and entered into by and between the City of Orange Beach, an Alabama Municipal Corporation (hereinafter “City”) and the Baldwin County Economic Development Alliance, Inc., a 501(c)(6) non-profit corporation (hereinafter “Alliance”).

WHEREAS, the City has determined that the welfare of the City’s citizens requires a healthy, diverse economy, new capital investment, and job opportunities;

WHEREAS, the Alliance serves as the regional economic development agency covering Baldwin County and all municipalities within, with the goal of creating jobs, recruiting capital investment, and retaining existing business;

WHEREAS, the Alliance works to promote and market Baldwin County and specifically utilizes the relationship with the City of Orange Beach staff and officials to recruit new companies into the region and to assist existing business with expansion needs; and

NOW THEREFORE,

WITNESSETH:

The City expresses its support for the goals and initiatives of the Alliance, and the City and Alliance, 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, do hereby covenant and agree as follows:

1. The term of this agreement shall begin upon the execution hereof and remain in full force for the calendar year of 2026.
2. The City agrees to invest \$12,500 in the Alliance for one year.
3. In response to the investment, the Alliance shall:
 - a. Provide and administer economic development services benefitting the City;
 - b. Endeavor to attract and promote new and expanding business prospects within Baldwin County, Alabama;
 - c. Create jobs and employment opportunities for citizens; and
 - d. Provided research and data as needed while marketing the region to prospects.
4. Notwithstanding any of the provisions of this contract, it is understood and agreed that the City has no financial interest in the business of the Alliance and shall not be liable for any debts or obligations incurred by the Alliance, nor shall the City be deemed or construed to be a partner, joint venture, or otherwise interested in the assets of the Alliance, or profits earned or derived by the Alliance, nor shall the Alliance at any time or times use the name or credit of the City in purchasing, or attempting to purchase equipment, supplies, or other things whatsoever.

5. The Alliance, in the performance of its duties, responsibilities, and obligations hereunder, shall not be deemed to be an agent of the City, but shall take all steps at its own expense, as the City may from time to time request, to indicate and assure that it is an independent contractor. The City does not, and will not, assume any responsibility for the means which, or manner in which, services by the Alliance, provided for herein, are performed, but on the contrary, the Alliance shall be wholly responsible therefore.
6. The Alliance shall not transfer or assign this Contract or any of the rights or privileges granted herein without the prior written consent of the City, the Alliance shall comply strictly with all the laws of Baldwin County, Alabama, the State of Alabama, the United States of America, and all the rules and regulations of all applicable agencies thereof.

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

CITY OF ORANGE BEACH, A Municipal Corporation

By: _____
Anthony T. Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

BALDWIN COUNTY ECONOMIC DEVELOPMENT
ALLIANCE, INC.

By: _____
Lee Lawson, President and CEO



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Resolution appropriating funds to the Gulf Shores Airport Authority in an amount not to exceed \$75,000 for FY2026. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted, Admin Aid to Other Governments, \$75,000 for FY2026

ATTACHMENTS:

1. 12-16-25 25-xxx Appropriate Funds JKA Airport Authority FY2026

RESOLUTION NO. 25-xxx

**A RESOLUTION APPROPRIATING FUNDS TO THE
GULF SHORES AIRPORT AUTHORITY
IN AN AMOUNT NOT TO EXCEED \$75,000 FOR FY2026**

FINDINGS:

1. On May 3, 2016, the Orange Beach City Council adopted Resolution No. 16-082 authorizing the Mayor to execute a performance contract with the Airport Authority of the City of Gulf Shores.
2. On February 21, 2017, Orange Beach City Council adopted Resolution No. 17-055 amending the performance contract to state that, “the City shall make an annual lump sum payment in the amount of Thirty-Five Thousand Dollars (\$35,000.00), or such other amount as may from time to time be approved by the Orange Beach City Council, on or before March 1st of every year. All such funds shall be maintained by the Authority and designated “Orange Beach Marketing Fund,” and shall be used solely for the purposes set forth in this contract.”
3. The Orange Beach City Council supports the expansion of services at the Jack Edwards National Airport, and would like to increase the contribution for Fiscal Year 2026 from \$35,000 to \$75,000.
4. City Council has determined that financially supporting the expansion of services at the Jack Edwards National Airport serves a public purpose for the City of Orange Beach.

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

1. That Council appropriates a sum not to exceed Seventy-Five Thousand Dollars (\$75,000.00) to the Gulf Shores Airport Authority for FY2026 to be designated “Orange Beach Marketing Fund” to be used solely for the purposes set forth in the performance contract authorized through Resolutions No. 16-082 and 17-055; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 16th 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 16, 2025.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Socialize Your Bizness, Inc., for social media consulting and marketing services. (MA)

Background/Description: Contract renewal

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted, Admin Professional Services, \$21,600 for FY2026

ATTACHMENTS:

1. 12-16-25 25-xxx Authorize Professional Services Agreement Socialize Your Bizness Social Media
2. 2025.11.26 Professional Services Agreement Socialize Your Bizness Social Media

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
SOCIALIZE YOUR BIZNESS, INC., FOR
SOCIAL MEDIA CONSULTING AND MARKETING SERVICES**

FINDINGS:

1. The City Council for the City of Orange Beach, Alabama, has reviewed the performance of Socialize Your Bizness, Inc., for social media consulting and marketing services.
2. After having reviewed the agreement (attached Exhibit A), the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.
3. The term of this agreement shall be for twelve (12) months commencing January 1, 2026, and ending December 31, 2026.

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

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Socialize Your Bizness, 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 upon its adoption.

ADOPTED THIS 16th 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 16, 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 Socialize Your Bizness, Inc., an Alabama corporation (sometimes hereinafter “Contractor”), as follows:

1. Recitals.

WHEREAS, Contractor is a consulting firm that provides social media strategies for digital marketing;

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 20-30 hours per month for the following services:

- (a) General Social Media strategy and marketing consulting;
- (b) Social Media updates or creation, management and daily responsibility;
- (c) Facebook and Twitter pages;
- (d) Development and execution of a social content strategy. Any special events or product announcements will be incorporated per City request;
- (e) Management of posting, posting at least 1-2 times per day;
- (f) Cross promotion with industry related community projects, businesses, centers, activities, events, etc., upon request;
- (g) Responding and engaging with fans and followers to build relationships;
- (h) Reputation management, including approved responses to unfavorable community reviews;
- (i) Content writing as needed in the way of press releases, community flyers, notices and announcements;
- (j) Two (2) live videos per month;
- (k) Attendance at select City events, as needed.

3. Compensation.

Contract will be paid on a monthly retainer of \$1,800.00 for the services provided pursuant to this Agreement. Payments will be made upon receipt of an invoice from Contractor detailing work performed and hours worked.

4. Term.

The term of this Agreement is twelve (12) months commencing January 1, 2026, and ending December 31, 2026, unless terminated earlier in accordance with paragraph 9. This Agreement may be renewed by resolution adopted 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. 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.

16. 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
Socialize Your Bizness
30365 Ono North Loop W
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

SOCIALIZE YOUR BIZNESS, INC.
An Alabama Corporation

By: _____
Cindy Ross, Owner

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 Cindy Ross, whose name as Owner of Socialize Your Bizness, 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
DECEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Bob Riley and Associates, LLC, for lobbying services. (RE)

Background/Description: Contract renewal for lobbyist services.

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted, Admin Professional Services, \$120,000 for FY2026

ATTACHMENTS:

1. 12-16-25 25-xxx Authorize Professional Services Agreement Bob Riley Associates Lobbyist
2. 2025.11.26 Professional Services Agreement Bob Riley Associates

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
BOB RILEY AND ASSOCIATES, LLC, FOR LOBBYING SERVICES**

FINDINGS:

1. The City Council for the City of Orange Beach, Alabama, has reviewed the performance of Bob Riley and Associates, LLC, as lobbyist for the City.
2. The City Council desires to utilize the services of Bob Riley and Associates, LLC, to provide the City with direct representation and public affairs support services, to include lobbying during the regular and special legislative sessions and support at the state level.
3. The term of this agreement shall be for twelve (12) months commencing January 1, 2026, and ending December 31, 2026.

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

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

ADOPTED THIS 16th 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 16, 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 Bob Riley and Associates, LLC, an Alabama Limited Liability Corporation (sometimes hereinafter “Contractor”), as follows:

1. Recitals.

WHEREAS, Contractor is a consulting firm that employs one or more registered lobbyists to provide representation and public affairs support concerning legislative matters of interest to the City;

WHEREAS, Contractor also provides general consulting services for projects and issues outside Montgomery;

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 lobbyists, direct representation and public affairs support services concerning legislative issues, more particularly described below. Contractor will use its best efforts in representing City and:

Lobbying and Direct Representation

- (a) Work with the Mayor and Council to identify issues of importance to City that are impacted by state government and assist in the favorable resolution of such issues;
- (b) Support the Mayor and Council as they work to meet the infrastructure needs of the community to allow for continued smart growth and development including, interaction with state agencies such as the Departments of Transportation, Environmental Management, Conservation and Natural Resources and others;
- (c) Provide an enhanced presence at the Alabama Department of Transportation to focus attention on key transportation needs and issues including the widening of Canal Road, developing a southern alternative evacuation route, extending the Foley Beach Express to I-10 and ultimately to I-65 and building a second bridge off the island;
- (d) Assist in coordinating meetings and events in Baldwin County to target members of the legislative leadership and members of key legislative committees to highlight the opportunities for growth and development of the community and its positive impact on the state of Alabama;
- (e) Provide a point of contact between the Mayor and Council and the local legislative delegation, and work to develop and enhance those relationships to further the City’s interests;
- (f) Monitor and provide lobbying services on any legislative issues of importance to the city including local legislation and matters of statewide impact; read and analyze first readings in the House and the Senate throughout the sessions; represent the city on any matters of concern and interest before the legislature;
- (g) Coordinate with the City’s Washington lobbyist on federal issues.

General Consulting / Public Affairs

- (h) Work with the Mayor and Council to implement a communications plan including op-eds, letters to the editor, editorial board briefings and other elements to gain earned media support for the city of Orange Beach in order to support the continued growth and development of the community. These activities will be designed to support the Mayor and Council with key state policy makers and the public, thereby enhancing the community's interaction and efforts at the state level.

3. Warranties and Representations.

Contractor warrants and represents that:

- (a) Contractor and all of its agents and employees will abide by all laws relating to the activities to be performed under this agreement, including where applicable, registration with the Alabama Ethics Commission;
- (b) Contractor will promptly report to City any complaints or investigations initiated by the Alabama Ethics Commission or other regulatory body;
- (c) Contractor will disclose in writing to Mayor and City Administrator any conflict of interest should the same arise during the term of this contract, and advise how Contractor proposes to handle such conflict;

4. Compensation.

As full and total compensation for the services to be provided pursuant to this agreement, Contractor shall be paid \$10,000.00 monthly, plus actual and reasonable expenses. Said payments shall be made upon receipt of an Invoice from Contractor. All out of state travel must be approved in advance by the Mayor.

5. Term.

The term of this agreement shall commence on January 1, 2026, and end on December 31, 2026, unless terminated earlier in accordance with paragraph 10. This agreement may be renewed annually by resolution adopted by the City Council.

6. 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.

7. Insurance.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect insurance naming the City as an additional insured, as reflected in the Certificate of Insurance attached hereto as Exhibit "A".

8. 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.

9. 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.

10. Termination.

This agreement may be terminated by either party for any reason upon sixty (60) 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.

11. 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.

12. 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.

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

14. Law Governing.

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

15. 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.

16. 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:

Bob Riley and Associates, LLC
3530 Independence Drive
Birmingham, Alabama 35209

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

CITY OF ORANGE BEACH,
An Alabama Municipal Corporation

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

BOB RILEY AND ASSOCIATES, LLC

By: _____
Robert R. Riley, Owner

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 Robert R. Riley, whose name as Owner of Bob Riley and Associates, Inc., a 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 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
DECEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Van Scoyoc Associates for consulting services. (RE)

Background/Description: Renewal of contract for lobbyist services.

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted, Admin Professional Services, \$72,000 for FY2026

ATTACHMENTS:

1. 12-16-25 25-xxx Authorize Professional Services Agreement Van Scoyoc Associates Consultant
2. 2025.11.26 Professional Services Agreement Van Scoyoc Associates

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
VAN SCOYOC ASSOCIATES FOR CONSULTING SERVICES**

FINDINGS:

1. The City Council for the City of Orange Beach, Alabama, has reviewed the performance of Van Scoyoc Associates as consultants and advisors with regard to various federal agencies and legislative issues.
2. After having reviewed such performance, the City Council has determined that the continuing services of Van Scoyoc Associates are in the best interests of the City of Orange Beach, Alabama.
3. The term of this agreement shall be for twelve (12) months commencing January 1, 2026, and ending December 31, 2026.

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

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

ADOPTED THIS 16th 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 16, 2025.

City Clerk

PROFESSIONAL SERVICES CONTRACT

This Agreement is made and entered into by and between the City of Orange Beach, a Class 8 Alabama municipal corporation (hereinafter the "City") and Van Scoyoc Associates, a corporation duly formed and existing under the laws of the District of Columbia (hereinafter the "Contractor"), as follows:

1. Recitals.

WHEREAS, the City desires to engage Contractor to provide representation and public affairs support concerning various federal legislative issues;

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

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

2. Retainer.

The City hereby retains Contractor as consultants and advisors with regard to various federal legislative issues.

3. Consulting Services to be Performed.

Contractor undertakes to monitor and evaluate various federal legislative issues and to advise the City on the components of an agency and legislative plan and the appropriate strategy necessary to achieve the goals of such a plan.

Contractor will perform such other services with regard to federal legislative issues as are mutually agreed to between the Contractor and the City.

4. Compensation.

As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid the sum of \$6,000.00 per month, plus actual and reasonable expenses. For the purposes of this Agreement, reasonable expenses include charges for telephone, fax and transportation expenses actually incurred in the performance of services under this Agreement and directly attributable thereto. The City represents and warrants that these payments shall not be made with federally appropriated funds.

Contractor agrees to abide by the City's established travel policies, and agrees that any long distance travel and entertainment must be approved in advance by the City Administrator.

Contractor shall be paid monthly, in advance, upon the City's receipt of a properly documented invoice.

5. Term.

The term of this Agreement is twelve (12) months commencing January 1, 2026, and ending December 31, 2026.

6. Independent Contractor.

Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred

by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor.

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.

7. Insurance.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and affect the policy of insurance evidenced by the certificate of insurance attached hereto, with the City being named as an additional insured.

Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

8. Assignment.

Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this

Agreement or any of the rights or privileges granted herein without the prior written consent of City; which consent shall be granted or denied solely at City's discretion.

9. 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. It is understood that Contractor will be required to register on behalf of the City under the terms of the Lobbying Disclosure Act of 1995, as amended (2 USC §1601 et seq.) and any subsequent laws or regulations.

10. Termination.

Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement and have no further obligation to Contractor.

This Agreement may also 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.

11. 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.

12. 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 both parties.

13. 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 substantially impair the value of the entire Agreement with respect to either party.

14. Law Governing.

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

15. 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.

16. Notices.

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

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

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

And to Contractor: Van Scoyoc Associates, Inc.
800 Maine Avenue, SW, Suite 800
Washington, DC 20024
Attn: Brian Robinson, General Counsel

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

CITY OF ORANGE BEACH

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

VAN SCOYOC ASSOCIATES, INC.

By: _____
H. Stewart Van Scoyoc
Chairman, Founder, and CEO

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 H. Stewart Van Scoyoc, whose name as Chairman, Founder, and CEO of Van Scoyoc Associates, Inc., a corporation duly formed and existing under the laws of the District of Columbia, 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
DECEMBER 2, 2025**

Departments: Community Development

Description of Topic: Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1104-PUDA-25, Phoenix West II PUD Modification, The Oasis at Orange Beach Signage. (Suggested date 1/6/2026) (GP)

Background/Description: Modern Signs, on behalf of The Oasis at Orange Beach, requests approval of a minor amendment to the Phoenix West II Planned Unit Development (PUD) Master Plan to allow a double-sided freestanding sign (160 square feet total, 80 square feet per side) at the main entrance of its property located at 23450 Perdido Beach Boulevard.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 2, 2025**

Departments: Community Development

Description of Topic: Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0903-PUD-25, AC Hotel Orange Beach PUD on December 16, 2025.

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

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Ordinance adopting the Baldwin County Emergency Communications District GIS/Addressing Office street name standards within the City of Orange Beach, Alabama. (AR/SB/JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2025-xxxx Adopt Baldwin County 911 Addressing Standards

ORDINANCE NO. 2025-xxxx

**AN ORDINANCE ADOPTING THE BALDWIN COUNTY
EMERGENCY COMMUNICATION DISTRICT
GIS/ADDRESSING OFFICE STREET NAME STANDARDS
WITHIN THE CITY OF ORANGE BEACH, ALABAMA**

FINDINGS:

1. The City of Orange Beach possesses general police powers granted to Alabama municipalities pursuant to Ala. Code 11-45-1 and Ala. Const. Title 15, Chapter 70, which includes the authority to designate street names and building addresses within the City and its police jurisdiction.
2. The City and Baldwin County Emergency Communication District (hereinafter “BC 9-1-1”) have entered into an agreement authorized by City Council via Resolution No. 25-____ on December 2, 2025, appointing and delegating authority to BC 9-1-1 as the addressing authority for the City of Orange Beach, Alabama.
3. As a part of the above-referenced agreement, the City is required to adopt BC 9-1-1 street name standards in order to maintain a uniform system of building numbering for all service locations requiring an address.
4. The City Council has determined that adopting the BC 9-1-1 street name standards is in the best interest of the City of Orange Beach, Alabama.

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

1. That the City of Orange Beach, Alabama, hereby adopts the Baldwin County Emergency Communication District Addressing Street Name Standards as they currently exist and as may be modified from time to time in the future;
2. That all ordinances or parts of ordinances in conflict are repealed to the extent of such conflict; and
3. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 16th DAY OF DECEMBER, 2025.

Renee Eberly
City Clerk

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

Renee Eberly, City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Ordinance amending and restating Chapter 42, Article II, Division 2, Section 42-41 of the Code of Ordinances for the City of Orange Beach, Alabama, to update technical codes for land development. (AR/JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2025.11.25 Building Code Rewrite

Sec. 42-41. Technical codes.

Pursuant to Code of Ala. 1975, § 11-45-8(c), the following rules and regulations which have been printed as a code in book or pamphlet form, copies of which are on file in the offices of the building official, city clerk, and the City of Orange Beach Public Library, are hereby adopted as rules and regulations in, of and for the city with the additions, insertions, deletions and changes, if any, as prescribed.

- (a) The 2024 *International Building Code* including Appendix Chapters B, I, K and P as published by the International Code Council, be and is hereby adopted as the Building Code of the City of Orange Beach, in the State of Alabama and the following sections are hereby revised:

Section 101.1 Insert: City of Orange Beach, Alabama

Section 101.4.6 Insert: And the Alabama Energy Code.

Section 103.1 Insert: The City of Orange Beach Building Department

Section 105.2 Delete item 1 under "Building" in its entirety

Section 105.2 Delete item 9 under "Building" in its entirety

Section 105.2.1 Delete in its entirety and replace with: "Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted and inspections scheduled within the next working business day to the Building Department.

Section 105.3.2 Insert: "There will be a \$50 charge for extensions granted for permit applications in accordance with Section 105.3.2"

Section 105.4 Delete "of this jurisdiction" and Insert: "or other relevant Local, State or Federal laws, rules or regulations, as determined by the Building Official."

Section 105.5 Insert: "A minimum of one inspection must be requested within this 180 day period."

Section 105.5 Insert: "There will be a \$100 charge for extensions to permits in accordance with Section 105.5."

Insert new Section 107.1.1 SUBCONTRACTORS. The applicant shall submit a list of all known subcontractors on a form provided by the jurisdiction at the time of application. Such list shall include the name, address and phone number of each subcontractor. The sub-contract amount shall also be specified on the list. The subcontractor list shall be updated periodically, but not less than prior to rough inspection; meter release inspection; and final inspection.

Section 107.2 Insert: "All construction documents shall be prepared by an architect or engineer registered in the state of Alabama and shall be signed and sealed as required by law."

Section 107.2.6 Insert: "All setbacks, easements and buffers are the direct responsibility of the builder or homeowner and not the responsibility of the building department or the City of Orange Beach, Alabama. Therefore, on all structures moved to or constructed upon any properties within the corporate limits of the City of Orange Beach, a spot survey prepared by an Alabama-licensed surveyor must be submitted to the building department upon completion of pile supports on the first level. For slab supported structures this shall be a "Form Board" or "As Staked" survey done prior to concrete placement. This survey shall account for the proposed outside dimensions of building(s), accounting for wall thickness, band placement, or pile cap and slab placement. Dimensions are required from all lot lines. The survey shall depict grade elevations and proposed elevations of the lowest finished floor. Assumed elevations may be used if construction does not require an elevation certificate. Further building construction shall cease until the requirements of this paragraph are met. If an elevation

certificate is required in accordance with Article III, it will have to be verified and amended for finished construction."

Section 107.2.6.1 Delete section in its entirety and insert: "All commercial and residential structures constructed within the corporate limits of the City of Orange Beach shall have the finished floor elevation (FFE) of any enclosed space one foot above the average centerline of the nearest paved road or public street, or be in accordance with Article III FLOOD DAMAGE PREVENTION, and any revisions thereto, whichever is greater. The one-foot-above-centerline requirement may be adjusted or waived in writing by the Director of Community Development due to obvious or unusual site conditions that would make strict application of this section impractical."

Section 109.3 Insert: "For new construction, the valuation used to determine the applicable fees shall be calculated from the most current version of the Building Valuation Data published by the International Code Council."

Section 109.6 Insert: "The policy for applications and permits issued in accordance with this Code is as follows: Plans Review fees, Issuance fees, Data Processing fees and Penalties are non-refundable. Permits that expire in accordance with Section 105.5 prior to commencement of any work may, upon written request, be granted a refund for the permit fee less a \$100 administration fee; no refund will be given where work on the permit has commenced."

Section 111.3 Delete in its entirety.

Section 1108.6.2.2.1 Exceptions Insert: "3. Prospective Owners purchasing a Unit designated during the design and review to be a Type A Unit may submit a signed statement indicating their desire to alter their Type A Unit to Type B standards. With consent of the developer, the Unit may be constructed or altered to Type B standards. If the sale of the subject property/Unit does not close, the designated Unit must be retrofitted or built to Type A standards prior to Developer/Owner again offering the Unit for sale to the public." A "prospective owner" for purposes herein is contemplated to be an independent third party purchaser and not an affiliate of the Developer/Owner. This exception may be withheld at the discretion of the Community Development Director or Building Official.

Section 1609.3 Insert: The ultimate design wind speed, V_{ult} as determined by the City of Orange Beach Alabama is as follows:

RISK CATEGORY I	RISK CATEGORY II	RISK CATEGORY III
145MPH	160 MPH	174 MPH

Risk Category IV must provide design wind speed determination by calculation.

Section 1612.3 Insert: City of Orange Beach April 19,2019

Section 2902.2 Delete exception 6.

- (b) The 2025 Coastal Construction Supplement published by Smart Home America, Inc., is hereby adopted as an appendage to the International Building Code for design and construction of structures within the City of Orange Beach, in the State of Alabama.
- (c) The 2024 International Residential Code including Appendix Chapters AA, BA,BF, as published by the International Code Council, be and is hereby adopted as the Residential Code of the City of Orange Beach, in the State of Alabama and the following sections are hereby revised:

The 2024 Coastal Construction Supplement published by Smart Home America, Inc., and attached hereto is hereby adopted as an appendage to the International Residential Code for design and construction of structures within the City of Orange Beach, in the State of Alabama.

Section R101.1 Insert: City of Orange Beach, Alabama.

Section R103.1 Insert: The City of Orange Beach Building Department

Section R105.2 Delete item 1 in its entirety.

Section R105.2 Under item 2, delete "not over 7 feet (2134mm) high".

Section R105.2 Under item 3, insert "or located adjacent to tidally influenced waters."

Section R105.2 Delete item 5 in its entirety.

Section R105.2 Delete item 7 in its entirety.

Section R105.2 Delete item 10 in its entirety.

Section R105.3 Insert new item: "8. SUBCONTRACTORS. The applicant shall submit a list of all known subcontractors on a form provided by the jurisdiction at the time of application. Such list shall include the name, address and phone number of each subcontractor. The sub-contract amount shall also be specified on the list. The subcontractor list shall be updated periodically, but not less than prior to rough inspection; meter release inspection; and final inspection."

Section R105.3.2 Insert: "There will be a \$50 charge for extensions granted for permit applications in accordance with Section R 105.3.2."

Section 105.4 Delete "of this jurisdiction" and insert: "or other relevant Local, State or Federal laws, rules or regulations, as determined by the Building Official."

Section R105.5 Insert: "A minimum of one inspection must be requested within this 180 day period."

Section R105.5 Insert: "There will be a \$100 charge for extensions to permits in accordance with Section R105.5."

Section R106.1 Insert: "Structural portions of construction documents shall be prepared by an engineer registered in the state of Alabama and shall be signed and sealed as required by law."

EXCEPTION:

- 1) Additions of not more than 50% of the area under roof or 1000sf whichever is less, may be constructed in accordance with the most recent edition of ICC 600 STANDARD FOR RESIDENTIAL CONSTRUCTION IN HIGH WIND REGIONS without engineered drawings.
- 2) Accessory buildings not exceeding 1,000 sf may be constructed in accordance with ICC 600 STANDARD FOR RESIDENTIAL CONSTRUCTION IN HIGH WIND REGIONS without engineered drawings.

Section R106.1.4 Under item 2, insert: "All residential structures moved to or constructed within the corporate limits of the City of Orange Beach shall have the finished floor elevation (FFE) of any enclosed space one foot above the average centerline of the nearest paved or public street, or be in accordance with Article III FLOOD DAMAGE PREVENTION, and any revisions thereto, whichever is greater. The one-foot-above-centerline requirement may be adjusted or waived in writing by the City Engineer due to obvious or unusual site conditions that would make strict application of this section impractical."

Section R106.2 Insert: "All setbacks, easements and buffers are the direct responsibility of the builder or homeowner and not the responsibility of the building department or the City of Orange Beach, Alabama. Therefore, on all structures moved to or constructed upon any properties within the

corporate limits of the City of Orange Beach, a spot survey prepared by an Alabama-licensed surveyor must be submitted to the building department upon completion of pile supports on the first level. For slab supported structures this shall be a "Form Board" or "As Staked" survey done prior to concrete placement. This survey shall account for the proposed outside dimensions of building(s), accounting for wall thickness, band placement, or pile cap and slab placement. Dimensions are required from all lot lines. The survey shall depict grade elevations and proposed elevations of the lowest finished floor. Assumed elevations may be used if construction does not require an elevation certificate. Further building construction shall cease until the requirements of this paragraph are met. If an elevation certificate is required in accordance with Article III it will have to be verified and amended for finished construction."

Section R108.3 Insert: "For new construction, the valuation used to determine the applicable fees shall be calculated from the most current version of the Building Valuation Data published by the International Code Council."

Section R108.5 Insert: "The policy for applications and permits issued in accordance with this Code is as follows: Plans Review fees, Issuance fees, Data Processing fees and Penalties are non-refundable. Permits that expire in accordance with Section 105.5 prior to commencement of any work may, upon written request be granted a refund for the permit fee less a \$100 administration fee; no refund will be given where work for which the permit was issued has commenced."

Section R108.5.1 REBATES. A rebate in accordance with this section shall be given to the applicant upon application and evidence of certification of one of the listed programs. All fees must be paid in full and a Certificate of Occupancy issued for the subject property in order for the applicant to be eligible for the rebates under this Section.

LEED Certification 15%

Developed by the U.S. Green Building Council (USGBC) LEED certification provides independent, third-party verification that a home was designed and built using strategies aimed at achieving high performance in key areas of human and environmental health, sustainable site development, water savings, energy efficiency, materials selection and indoor environmental quality.

FORTIFIED HOME GOLD Certification 25%

FORTIFIED GOLD requires development of a continuous load path from roof to foundation; chimneys must be adequately anchored; and windows and entry doors, even those that are protected from wind-borne debris, must meet wind design pressure requirements for the location.

Section R110.3 Delete in its entirety.

Section R202: Add Definition: AGGREGATE GROSS FLOOR AREA: The total floor area inside the building envelope, including the exterior walls, and excluding uninhabitable attic spaces and spaces enclosed by screening or louvered walls.

Table R301.2(1) Delete and insert:

- Ground Snow Load - 0
- Wind Design
 - Speed (mph) -160
 - Topographic Effect - No
 - Special Wind Region - No
 - Windborne Debris Zone - Yes

- Seismic Design Category - A
- Subject to Damage From
 - Weathering - Negligible
 - Frost Line Depth - 12"
 - Termite - Very Heavy
- Winter Design Temp. - 30°
- Ice Barrier Underlayment Required - No
- Flood Hazards - NFIP 1985, FIS-April 19,2019, Community Number 015011
- Air Freezing Index - 33
- Mean Annual Temp. - 67.5
- Manual J Design Criteria
 - Elevation - 23
 - Latitude - 30.2688757
 - Winter Heating - 29
 - Summer Cooling - 93

Section R301.2.1.2 Delete the Exception in its entirety.

Table R301.2.1.2 Delete in its entirety.

Section R306.1 Insert: "and in accordance with Article III Flood Damage Prevention of the City of Orange Beach, Alabama."

Section-R309.2 Insert: "with an aggregate gross floor area exceeding 5000sf or a building height in stories exceeding two. For the purposes of this Section, a structure constructed on piers, pilings, shear walls or columns where the distance between the lowest horizontal supporting member and any portion of the grade or slab below the first elevated floor is 70" or greater shall be considered a story.

(d) The 2024 *International Fire Code* including Appendix Chapters A, B, C, D E, F, H, and I as published by the International Code Council, be and is hereby adopted as the Fire Code of the City of Orange Beach, in the State of Alabama and the following sections are hereby revised:

Section 101.1 City of Orange Beach, Alabama and its Police and Planning Jurisdiction.

Section 110.4 (SPECIFY OFFENSE) Fire Code Violation

(AMOUNT) As outlined in §1-7 of the city code.

(NUMBER OF DAYS) As outlined in §1-7 of the city code.

Section 112.4 Delete in its entirety and replace with: "Failure to comply. It shall be unlawful and a violation of the city code for any person to continue work after having been served with a stop work order, except such work as the person is directed to perform to remove a violation or unsafe condition. Penalties shall be provided in §1-7 of the city code."

Section 307.1.1 Insert: "Prohibited Open Burning. Open burning is prohibited unless approved by the fire chief."

Section 307.1.2 Insert: "Burning of dangerous or hazardous materials. No permit shall be issued for the burning of organic or other debris from lot clearing activities, or the burning of any materials which

may produce dangerous, noxious, or toxic fumes, smoke, odors, or which may be considered dangerous to the health and general welfare of the people of the city.”

Section 307.4.3 Exception; Delete and Insert: "Portable outdoor fireplaces used at one -and-two family dwellings equipped with approved spark arrestors."

Section 308.1.6.1 Insert: "Open-flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on balconies or within 10 feet of combustible construction.

Exceptions:

1. One and two family dwellings
2. Where buildings, balconies, and decks are protected with an approved automatic sprinkler system.

Section 505.1 Insert: "Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) high with a minimum stroke width of ½ inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained. Address and building numbers for commercial properties shall be as follows:

1. 50' or less setback from addressed street curb - 4"
2. 51' to 100' or less setback from addressed street curb - 6"
3. 101' - 150' setback from addressed street curb - 8"
4. 151' - 200' setback from addressed street curb - 10"
5. 201' or greater setback from addressed street curb - Permanent sign that is not more than 50' from the street curb"

Section 505.1.1 Insert: "Beach address Identification. New and existing buildings (excluding single family dwellings) located on the south side of State Highway 182 (Perdido Beach Boulevard) with frontage on the Gulf of Mexico shall comply with the following requirements for identification signs:

1. All new and existing buildings (excluding single family residential) with dune walkovers or boardwalks in excess of one hundred (100) feet in length, an *minimum of eighteen (18) inch by twenty-four (24) inch and a maximum of twenty-four (24) by thirty-six (36) inch* sign shall be installed at the south end of the boardwalk or walkover and shall face southward. Such sign shall comply with the specifications in paragraph 2, below.
2. All new and existing buildings (excluding single family residential) without dune walkovers or boardwalks, or with dune walkovers or boardwalks less than one hundred (100) feet in length, one (1) eighteen (18) inch by twenty-four (24) inch to twenty-four (24) inch by thirty-six (36) inch sign with (3) inch high letters and the background shall be white. Signs shall be properly mounted and shall be placed north of the Construction Control Line (CCL) established by the Alabama Department of Environmental Management. The sign shall be no less or greater than four (4) feet above grade.
3. Signs shall be attached to posts with two (2) inch minimum stainless steel screws or bolts as applicable.

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4. Content of sign: Name of establishment and its street address.
 5. The sign shall be maintained in good condition at all times."

Section 507.5.7 Insert: "A private service fire hydrant shall be banded with a durable, high visibility (reflective) fire hydrant collar that is 1.75" in width green with white letters."

Section 901.2.1.1 Insert: "All sprinkler and fire alarm design drawings submitted to the fire department for review shall abide by the Alabama State Board of Licensure for Professional Engineers and Land Surveyors' fire protection position statement. NICET certification does not replace the requirement for professional licensure. The designing of fire protection and detection systems is engineering and as such must be designed by or under the direct supervision of professional engineers qualified to design fire protection and detection systems. Only fire protection and detection designs that have been signed and sealed by a qualified Alabama licensed professional engineer shall be approved for construction."

Section 901.2.1.2 Insert: "Contractor Qualification Requirements. Copies of applicable permits and Certifications as required shall be submitted to the Fire Marshall for review."

Restaurant Fixed Extinguishing Systems:

The qualifier must possess manufacturer certification (which restricts them to that manufacturer) and/or NAFED/ICC certification (which would allow them to be unrestricted and service, maintain, or install any system).

Sprinkler Systems:

Must possess a current sprinkler permit through the Alabama State Fire Marshal's Office and applicable NICET certification.

Fire Alarm Systems:

Must possess a fire alarm permit through the Alabama State Fire Marshal's Office and applicable NICET certification. Must possess a minimum of NICET II to perform technician work or work under the direct supervision of a NICET II?

Portable Fire Extinguishers:

Current certificate of training on portable fire extinguishers in compliance with NFPA 2025?

Section 903.4.4 Insert: "Multi-Tenant Buildings. In multi-tenant buildings requiring automatic fire sprinkler systems, and where no fire alarm is required by Section 907, each tenant shall have at least one notification device (horn/strobe) to provide audible and visual notification upon activation of the listed sprinkler monitoring system."

Section 905.4.3 Insert: "Pressure Regulating Devices. Where hose valve pressure regulating devices are installed on 2 1/2 in. (65 mm) outlets, they shall be field adjustable, capable of being adjusted through the full adjustment range by a 3/8 in. (12 mm) rod with a maximum required torque of 30 foot-pounds (41 nm) while flowing water. Field adjustment shall not require any hose valve disassembly."

Section 912.6.1 Insert: "All above-ground piping exposed to the weather shall be insulated to protect from freezing."

Section 913.5 Delete in its entirety and replace with: "Testing and maintenance. Fire pumps shall be inspected, tested and maintained in accordance with this section and NFPA 25. More specifically, a weekly test of electric fire pump assemblies shall be conducted without flowing water due to the

susceptibility to lightning in our area. Records of inspection, testing and maintenance shall be maintained."

Section 1103.5.3 Insert: [December 31, 2028]

- (e) The 2024 *International Mechanical Code* including Appendix Chapter A, as published by the International Code Council, be and is hereby adopted as the Mechanical Code of the City of Orange Beach, in the State of Alabama and the following sections are hereby revised:

Section 101.1 Insert: "City of Orange Beach, Alabama"

Section 108.2 Mechanical permit fees shall be in accordance with Section 42-3(C)4 of the Code of Ordinances.

Section 108.4 Delete in its entirety and replace with: "Any person who commences work on an installation before obtaining the necessary permits shall be subject to penalty fees in accordance with Section 42-3 of the Code of Ordinances."

Section 108.6 Delete in its entirety and replace with: The code official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was erroneously paid or collected.
2. Not more than twenty five percent of the permit fee paid where work has not been done under a permit issued in accordance with this code.

The code official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

Section 114.4 (SPECIFY OFFENSE) Code Violation
(AMOUNT) As outlined in §1-7 of the city code.
(NUMBER OF DAYS) As outlined in §1-7 of the city code.

Section 115.4 Insert: Any person who shall continue any work on the system after having been served with a stop work order, except such work as the person is direct to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than fifty dollars or more than one hundred dollars.

- (f) The 2024 *International Plumbing Code* including Appendix Chapters C & E, as published by the International Code Council, be and is hereby adopted as the Plumbing Code of the City of Orange Beach, in the State of Alabama and the following sections are hereby revised:

Section 101.1 Insert: "City of Orange Beach, Alabama"

Section 108.4 Delete in its entirety and replace with, "Any person who commences work on an installation before obtaining the necessary permits shall be subject to penalty fees in accordance with Section 42-3(C)10 of the Code of Ordinances."

Section 108.5 Insert: "Plumbing permit fees shall be in accordance with Section 42-3(C)6 of the Code of Ordinances.

Section 114.4 (SPECIFY OFFENSE) Code Violation
(AMOUNT) As outlined in §1-7 of the city code.
(NUMBER OF DAYS) As outlined in §1-7 of the city code.

Section 305.4.1 Delete in its entirety.

Section 403.2 Delete Exceptions 5. and 6.

Section 903.1.1 Insert: "Six (6)"

- (g) The 2024 *International Existing Building Code*, as published by the International Code Council, be and is hereby adopted as the Existing Building Code of the City of Orange Beach, in the State of Alabama and the following sections are hereby revised:

Section 101.1 Insert: "The City of Orange Beach, Alabama"

Delete all Sections of Chapter 14 and Insert 1401.1 "All commercial or residential structures (including one and two family dwellings), relocated or moved, to be utilized in a different location must be in compliance with all currently adopted building, plumbing, electrical, mechanical, and gas codes and standards. Additionally, each of the four items shall be met.

1. The owner of the structure shall provide proof that the structure was permitted and constructed under the building code edition(s) referenced in Section 42-41 of this ordinance. For building, plumbing, mechanical, electrical and gas installations not permitted in accordance with the code edition(s) referenced in Section 42-41 of this Ordinance, the owner may agree to make all necessary improvements required in order for said installations to comply with this ordinance and any local codes or standards within 30 days from the date of issuance of the moving permit. An additional one-time extension of 30 days may be granted by the building official after payment of an additional moving fee.
2. The owner must submit a letter showing that the structure has been inspected by a licensed professional pest service to be free of termites.
3. The structure must be set on the permanent foundation within 30 days of being placed onto the lot or the associated moving permit becomes void.
4. Failure to complete improvements under this section will be subject to penalties as provided by law. Proof of compliance with this section will be accompanied by a Certificate of Completion issued by the building official upon successful final inspection.

EXCEPTION: These requirements shall not apply to structures relocated within a platted lot for the purpose of correcting nonconformity in regards to setbacks or elevation.

- (h) The 2024 *International Fuel Gas Code*, as published by the International Code Council, be and is hereby adopted as the Fuel Gas Code of the City of Orange Beach, in the State of Alabama and the following sections are hereby revised:

Section 101.1 Insert: "City of Orange Beach, Alabama"

Section 106.1 Delete: *An Owner, Owners authorized agent and* Insert: *Licensed by the State of Alabama*

Section 105.2 Delete in its entirety and replace with, "Any person who commences work on an installation before obtaining the necessary permits shall be subject to penalty fees in accordance with Section 42-3(C)10 of the Code of Ordinances."

Section 108.2 Insert: "Gas permit fees shall be in accordance with Section 42-3(C)7 of the Code of Ordinances.

Section 108.6 A refund of 50 percent if work has not commenced

Section 108.2 (SPECIFY OFFENSE) Code Violation

(AMOUNT) As outlined in §1-7 of the city code.

(NUMBER OF DAYS) As outlined in §1-7 of the city code.

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- (i) The 2024 *International Swimming Pool and Spa Code*, as published by the International Code Council, be and is hereby adopted as Swimming Pool and Spa Code of the City of Orange Beach in the State of Alabama and the following sections are hereby revised:

Section 101.1 Insert: "The City of Orange Beach, Alabama"

Section 105.1 Insert " A separate permit is required for the pool barrier. The application shall be made at time of swimming pool application. The barrier shall be in accordance with section section 305 of this code. The application shall be reviewed for compliance before issuance.

109.2 Insert: "Swimming Pool and Spa Permit fees shall be in accordance with Section 42-3 of the Code of Ordinances.

Section 113.4 (SPECIFY OFFENSE) Code Violation

(AMOUNT) As outlined in §1-7 of the city code.

(NUMBER OF DAYS) As outlined in §1-7 of the city code.

Section 322.2.2, "Illumination Intensity," Add exception:

Within the Beach Overlay District (hereafter referred to as the BOD) artificial lighting for outdoor pools, indoor pools and underwater lighting shall minimize the potential for negative effects to the nocturnal behaviors of nesting and hatching sea turtles and other wildlife. Outdoor pool lighting in the BOD shall provide an average of 3 foot-candles of illumination at the pool water surface and the pool wet deck surface and comply with the provisions of Section 321.2. For the purposes of this exception, the "Wet Deck Surface" shall mean the 4-foot wide (1219 mm) unobstructed pool deck area around the outside of the pool water perimeter, curb, ladders, handrails, diving boards, diving towers, pool slides, waterfalls, water features, starting blocks, planters, or lifeguard chairs. Other areas of the deck shall provide a minimum of 1 foot-candle of illumination. The pool deck light source shall be mounted as low to the ground or floor as practicable through the use of fixtures such as low-mounted wall fixtures, low bollards, and ground-level fixtures. Pole-mounted lights are not permitted for pool and pool deck lighting within the BOD. The light source shall be contained within a full cut-off or fully-shielded fixture such that no light is broadcast above a horizontal plane, and the point source of light and any reflective surfaces of the fixture are not directly visible from the beach. The lamps shall emit predominately long-wavelength light (> 580 nm). These long-wavelength light sources include low-pressure sodium vapor lamps, amber and red LEDs, true red neon lamps, and other lamps as permitted by the U.S. Fish and Wildlife Service regulations.

Indoor pool lighting within the BOD shall provide a minimum of 10 foot-candles of illumination at the pool water surface and wet deck surface and comply with Section 321.2. The glass in all exterior windows and glass doors shall be treated to achieve an industry-approved, inside-to-outside light transmittance value of 45 percent or less. Such transmittance is limited to

the visible spectrum (400 to 700 nm wavelength) and is measured as the percentage of light that is transmitted through the glass.

All pool illumination in the BOD requires final approval from the U.S. Fish and Wildlife Service prior to the building(s) receiving a Certificate of Occupancy or the pool receiving a Certificate of Completion. Nothing in this article shall be construed to authorize, license or permit any lighting or other act or condition in violation of the federal Endangered Species Act. Artificial lighting not prohibited by this law which may be in violation of the federal Endangered Species Act may be reported to the United States Department of Interior, Fish and Wildlife Service, for resolution and enforcement under federal law. Lighting not meeting the provisions of this exception may be authorized at any time during a period of emergency.

- (j) The 2023 *National Electrical Code (NFPA 70)*, as published by the National Fire Protection Association, be and is hereby adopted as the Electrical Code of the City of Orange Beach, in the State of Alabama and the following sections are hereby revised:

Article 210.8(A) (13) Insert: "For structures located in a Special Flood Hazard Area, the required GFCI protection for outlets below design flood elevation shall be located in the panel."

Article 210.8(A)(9) Insert: The required GFCI protection for outlets below design flood elevation shall be located in the panel."

Article 210.8(B)(4) Insert: "Protection required by this section for outdoor receptacles at grade level and located within the Special Flood Hazard Area shall be located within the panel."

Article 210.8(F)(3) Insert: "for plug and cord connected hoists, the required GFCI protection shall be located in the panel."

Article 210.52(E) Insert: "for structures located in a Special Flood Hazard Area, the required GFCI protection for grade level outlets shall be located in the panel."

Article 230.70(A)(1) Delete: "or inside nearest the point of entrance of the service conductors."

- (k) For the purposes of regulating energy-efficient building envelopes and installation of energy-efficient mechanical, lighting and power systems in residential and commercial structures, the following codes are hereby adopted:

- (1) Residential Structures—the Alabama Energy and Residential Codes including all amendments, as set forth in sections 305-2-4-.07, 305-2-4-.09, and 305-2-4-.10 of the Alabama Administrative Code.
- (2) Commercial and Multi-Family Structures—the Alabama Energy and Residential Codes, including all amendments, as set forth in sections 305-2-4-.07 and 305-2-4-.08 of the Alabama Administrative Code.

- (l) The 2024 *International Property Maintenance Code*, as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the City of Orange Beach in the State of Alabama and the following sections are hereby revised:

Section 101.1 Insert: The City of Orange Beach

Section 103.1 Insert: The Community Development Department is responsible for administration and enforcement of this code. The building official is hereby designated as the "code official" for the purposes of this code.

Section 104 Delete in its entirety.

Section 106 Delete in its entirety and Insert: Any person directly affected by a decision of the *code official* or a notice or order issued under this code shall have the right to appeal to the city council, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

Section 302.4 Weeds Insert: 12 Inches

Section 304.14 Delete in its entirety.

Section 404 Delete in its entirety and Insert: Occupancy limitations shall be regulated by the International Building Code or International Residential Code.

Section 602.3 Insert: November 1st- February 28th



**REGULAR COMMITTEE OF THE WHOLE MEETING
DECEMBER 2, 2025**

Departments: City Clerk

Description of Topic: Ordinance amending Chapter 70, Article II, Section 70-22 of the Code of Ordinances for the City of Orange Beach, Alabama, to reduce the speed limit from 45 mph to 35 mph on the portion of State Highway 182 from Milepost 11.55 to Milepost 13.13. (CP/RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2025-xxxx Amd Ch 70 Sec 70-22 Speed Limit Hwy 182

ORDINANCE NO. 2025-xxxx

**AN ORDINANCE AMENDING CHAPTER 70, ARTICLE II, SECTION 70-22
OF THE CODE OF ORDINANCES FOR THE CITY OF ORANGE BEACH, ALABAMA,
TO REDUCE THE SPEED LIMIT FROM 45 MPH TO 35 MPH ON THE PORTION OF
STATE HIGHWAY 182 FROM MILEPOST 11.55 TO MILEPOST 13.13**

FINDINGS:

1. Code of Alabama *When local authorities may and shall alter maximum limits* (Acts 1980, No. 80-434, p. 604, §8-104; Acts 1985, 2nd Ex. Sess., No. 85-998, p. 366, §2; Acts 1994, No.94-617, p. 1147, §2) authorizes state and/or local government authorities to decrease the speed limit at intersections or on any street, unpaved road, or highway under the jurisdiction and control of any city council.

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

1. That Chapter 70, Article II, Section 70-22(b) and (c) of the Code of Ordinances for the City of Orange Beach are hereby restated and amended to add a subsection to 70-22(c)(2)-d-2 to read as follows:

Sec. 70-22. - Speed limits.

(b) *Reasonable and prudent speed.* No person shall operate a vehicle at a speed greater than is reasonable and prudent under the existing conditions and having regard for actual, potential, or special hazards that may exist due to pedestrians, other traffic or by reason of weather or roadway conditions, regardless of the posted or authorized speed limit.

(c) *Maximum limits.* Except when one of the hazardous conditions as stated in subsection (2) exists, which requires a lower speed, the limits hereinafter specified or established shall be maximum lawful speeds, and no person shall operate a vehicle at a speed in excess of such maximum limits.

(1) No person shall operate any vehicle on any business/commercial or residential street in the Urban Zone of the Town of Orange Beach at a speed greater than 25 miles per hour, except as provided herein.

(2) No person shall operate any vehicle on:

- a. State Highway 161 within the urban zone of the Town of Orange Beach at a speed greater than the speed limit posted by the state highway department, currently 45 miles per hour;
- b. Canal Road within the urban zone of the City of Orange Beach at a speed greater than 28 miles per hour from the intersection of State Highway 161 eastward to Bay Circle; at a speed greater than 40 miles per hour from Bay Circle eastward to Wilson Boulevard; at a speed greater than 45 miles per hour from Wilson Boulevard eastward to the furthest eastern point of Canal Road; or as otherwise posted by the state highway department;
- c. State Highway 180 within the urban zone of the City of Orange Beach at a speed greater than 40 miles per hour from the intersection of State Highway 161 westward to the intersection of Wharf Parkway West; at a speed greater than 50 miles per hour from the intersection of Wharf Parkway West westward to the city limit; or as otherwise posted by the state highway department;
- d. State Highway 182 within the Urban Zone of the City of Orange Beach at a speed greater than 45 miles per hour, or as otherwise posted by the state highway department.

1. No person shall operate a motor vehicle at a greater speed than 35 miles per hour on State Highway 182 from Milepost 16.80 to Milepost 17.08 (Florida line).

2. No person shall operate a motor vehicle at a greater speed than 35 miles per hour on State Highway 182 from Milepost 11.55 to Milepost 13.13.

e. The following collector or thoroughfare streets at a speed greater than 35 miles per hour:

1. Gulf Bay Road, north from Highway 180 to the 90 degree turn to the west.
2. Marina Road, east from Highway 161 to the entrance to the Gulf State Park Boggy Point Boat Launch.

f. The following non-standard streets at a speed greater than 15 miles per hour:

1. Dowty Lane;
2. Illinois Street;
3. Jubilee Point Road;
4. Look Rook Road;
5. Moses Road;
6. Nana Brown Drive;
7. Perdido Avenue West;
8. Polaris Street;
9. Tiger Brown Avenue.

g. The following residential streets at a speed greater than 20 miles per hour:

1. Pine Boulevard;
2. Pine Way;
3. Caribe Drive;
4. Lianna Court;
5. Lexmark Court;
6. Majestic Court.

2. That all ordinances, resolutions 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 16th DAY OF DECEMBER, 2025.

Renee Eberly
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies that the foregoing ORDINANCE 2025-xxxx

was posted on _____ in the following three

(3) public places:

Orange Beach City Hall _____

Orange Beach Post Office _____

Orange Beach Public Library _____

Renee Eberly, City Clerk