



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Work Session 03/17/2026
2. Regular Council Meeting 03/17/2026
3. Committee of the Whole 03/17/2026
4. Special-Called Council Meeting 04/01/2026

III. Unfinished Business

Miscellaneous

1. Approval of Fiscal Year 2024 audited financial statements. (FH)

Resolutions

Ordinances

IV. New Business

Miscellaneous

1. Reschedule and relocate Council and Committee of the Whole Meetings on May 5, 2026, to May 6, 2026, at the Performing Arts Center. (RE)
2. Discuss School Board appointment. (RE)
3. Discuss amendment to Recreational Vehicle Rentals Ordinance. (JL)

Resolutions

1. Resolution authorizing execution of a fourth amendment to the grant award agreement with the National Audubon Society for the stewardship of Coastal Alabama beach nesting bird habitat. (NW)

2. Resolution authorizing execution of a professional services agreement with DeRhonda Ponder for special needs aide services for the Expect Excellence program. (PP/SC)
3. Resolution amending the Employees Pay Plan/Job Listing to implement changes recommended by the Comprehensive Classification and Total Compensation Study. (MB)
4. Resolution awarding the bid for Rifle Range Site Work at the Shooting Complex. (WS/TR)
5. Resolution authorizing the execution of a Memorandum of Understanding between the Orange Beach Fire Rescue Department and the Escambia County Fire Rescue Department. (JS)
6. Resolution appropriating funds to the Baldwin County District Attorney's Foundation to sponsor the 2026 Paddles for a Purpose Pickleball Tournament. (GH/JL)
7. Resolution authorizing the City of Orange Beach to join as a participant in current and future opioid settlements. (JL)
8. Resolution authorizing the execution of a purchase agreement for the sale of the Orange Beach Event Center at the Wharf. (JL/FH)
9. Resolution authorizing the execution of a State-Subrecipient Disaster Assistance Agreement with the State of Alabama for an Orange Beach First Responder Hurricane Safe Room. (NW)
10. Resolution authorizing execution of a professional services agreement with Heidi Lemon for 2026 Summer Theater Camp. (SC/PP/SB)
11. Resolution authorizing execution of a professional services agreement with Gerald Mills for 2026 Summer Theater Camp. (SC/PP/SB)
12. Resolution authorizing the execution of a use agreement with the City of Foley for safety barricades for the 2026 Hot Air Balloon Festival. (TT/JL)
13. Resolution authorizing execution of an agreement for consulting services with Orion Planning + Design to update the Orange Beach Zoning Ordinance in an amount not to exceed \$163,540. (AR)
14. Resolution authorizing the execution of a task order with AECOM Technical Services, Inc., for a traffic signal study at the intersection of SR-161 and Terry Cove Drive to enhance pedestrian accommodations and crossing safety in an amount not to exceed \$17,400. (CP)
15. Resolution authorizing execution of a software service renewal agreement with ZAPP Software, LLC, for the 2026 Freedom Fest, 2027 Seafood Festival, and 2027 Festival of Art. (DB)
16. Resolution authorizing the purchase of a Video Surveillance System at the Pickleball Courts for the Parks and Recreation Department through State Bid from Vision Security Technologies Inc. in the amount of \$42,116.18. (NA/KL)
17. Resolution authorizing the purchase of an Access Control System at the Softball/Baseball Locker Room for the Parks and Recreation Department through State Bid from Vision Security Technologies Inc. in the amount of \$4,626.86. (NA/SS)

Public Hearings

1. Reschedule public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0403-PUD-26, Pirates Voyage PUD from April 21, 2026, to June 2, 2026.
2. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0406-PUDA-26, Buena Vista PUD Minor Modification, Lot 72. (Suggested date 5/19/2026) (GP)
3. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0401-CU-26, Bayside Orange Beach Garages, Phase 2 Conditional Use Approval on April 21, 2026.

Ordinances

1. Ordinance providing for the continued local recognition of State Routes within the City of Orange Beach. (AR)

V. Public Comments

VI. Adjourn

**MINUTES OF
ORANGE BEACH CITY COUNCIL
WORK SESSION
MARCH 17, 2026 – 11:00 A.M.
CITY HALL – SOUTH CONFERENCE ROOM**

The Orange Beach City Council met on March 17, 2026, at 11:02 A.M. There being a quorum present, the meeting was opened for the transaction of business.

The following members were present:

Councilmember Jeff Silvers
Councilmember Jerry Johnson
Councilmember Robert Stuart – Arrived at 11:13 A.M.
Councilmember Jack Robertson
Councilmember Ginger Harrelson
Mayor Tony Kennon

The following members were absent:

None

The following items were discussed:

1. Planning Commission appointments.
2. Beaches of Alabama Political Action Committee (PAC).

[Councilmember Stuart arrived at 11:13 A.M.]

3. Children on motorized scooters, golf carts, and e-bikes.
4. School Board appointment.
5. Kids Park Playground shade structure.
6. Speed of vehicles in neighborhoods.
7. Potential real property transactions.
8. Recreational athletic programs update.
9. Financial update.
10. Infrastructure projects update.
11. Potential development projects.
12. Potential annexation prospects.
13. Scheduling of a Town Hall.
14. Scheduling of Council media training.
15. Proposed Noise Ordinance amendment.
16. Business license requests for boat food delivery.
17. Bama Coast Cruisin' event.
18. Litigation update.
19. Golf carts.

Work Session
March 17, 2026
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[Councilmember Silvers left the meeting at 3:50 P.M.]

There being no further business, the meeting adjourned.

Time: 4:39 P.M.

APPROVED this 21st day of April, 2026.

Renee Eberly
City Clerk

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
MARCH 17, 2026 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Kennon called the meeting to order at 5:00 P.M.
- II. INVOCATION** Councilmember Robert Stuart
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

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

Absent: None

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Regular Council Meeting 02/10/2026
Committee of the Whole 02/10/2026

The reading was waived and minutes were approved as written.

VII. REPORTS OF OFFICERS/COMMITTEES

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

Councilmember Stuart plugged an upcoming Women's Firearms Safety Class provided by the Orange Beach Police Department.

Councilmember Silvers thanked city staff and residents for their support and participation in the Coastal Arts Festival this past weekend. He also reminded the public about the upcoming Wharf Boat Show.

Ford Handley, City Administrator, applauded city staff and the 75+ cast members who put on *Frozen* at the Performing Arts Center over the past two weekends. Council joined in on praising the quality of the performances.

VIII. AUDITING OF ACCOUNTS

Motion made (Harrelson/Silvers) 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; Kennon, aye. **Motion passed. (6-0).**

Motion made (Harrelson/Stuart) 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).**

IX. PRESENTATIONS

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

Miscellaneous

1. Approval of a Special Events Retail Liquor License Application by Bottles Up Mobile, Inc. for the "Art for Heart 2026" event to be held April 18, 2026, at the Orange Beach Event Center, 4671 Wharf Parkway West. **Motion made (Johnson/Stuart) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**
2. Approval of a Retail Beer (Off Premises Only), Retail Table Wine (Off Premises Only), and Tobacco and Alternative Nicotine Products Liquor License Application by SAI SARVADHAARA LLC for the Orange Beach C Store at 26787 Canal Road. **Motion made (Harrelson/Silvers) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**

Resolutions

1. Resolution reappointing Joni Blalock to the Library Board. **Motion made (Silvers/Stuart) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution authorizing the sole source purchase of a Lifeguard Tower from Bausch Enterprises, Inc., for the Surf Rescue Division of the Fire Department in an amount not to exceed \$82,835. **Motion made (Silvers/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide engineering services for renovation of the Old Finance Building in an amount not to exceed \$68,800. **Motion made (Johnson/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution authorizing the execution of software service agreements with Clearview AI, Inc., for facial recognition for the Police Department. **Motion made (Silvers/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. Resolution authorizing execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical exploration and engineering services for a preliminary soil study for a new civic center in an amount not to exceed \$8,565. **Motion made (Harrelson/Stuart) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

6. Resolution authorizing a waiver of rental fees for the Orange Beach Performing Arts Center for the Baldwin Pops, Inc., John Allen Memorial Scholarship Concert. **Motion made (Johnson/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
7. Resolution authorizing the execution of a performance contract with Natalie van Blerk for tennis professional services. **Motion made (Robertson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
8. Resolution authorizing the execution of a professional services agreement with Coastal Wave Diagnostics, LLC, for cardiovascular screenings for city employees. **Motion made (Robertson/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
9. Resolution authorizing execution of an intergovernmental agreement with Baldwin County for maintenance of Navy Road. **Motion made (Stuart/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
10. Resolution authorizing the execution of a right of entry permit and license agreement with The Nature Conservancy for the restoration of Orange Beach Waterfront Park. **Motion made (Stuart/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
11. Resolution authorizing the execution of a task order with Wetland Sciences, Inc., to perform a wetland assessment of the proposed site for a new civic center in an amount not to exceed \$2,750. **Motion made (Johnson/Stuart) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
12. Resolution authorizing execution of agreements to grant underground electric line easements to Baldwin County Electric Membership Corporation. **Motion made (Harrelson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
13. Resolution authorizing the execution of an agreement for cooperative maintenance with the Alabama Department of Transportation for State Highway 182 median landscaping. **Motion made (Robertson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
14. Resolution awarding the bid for Two Vehicles for the Community Development Department to Eastern Shore Toyota, LLC, in the amount of \$88,000. **Motion made (Silvers/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
15. Resolution awarding the annual bid for Magnesium Hydroxide Slurry to Polytec, Inc., per unit pricing for a maximum of three years. **Motion made (Robertson/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
16. Resolution awarding the annual bid for On-Call Electrical Services to A&B Electric Company of Mobile, Inc., per unit pricing for a maximum of three years. **Motion made (Stuart/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
17. Resolution awarding the annual bid for On-Call Carpentry, Drywall and Painting Services to Innovated Color Coatings LLC per unit pricing for a maximum of three years. **Motion made (Harrelson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
18. Resolution appointing a member to the Orange Beach City Board of Education. **Motion made (Silvers/Stuart) to adopt a resolution appointing Stephen Lewis to the Orange Beach City Board of Education.** Vote unanimous in favor. **Motion passed.**

XIII. PUBLIC COMMENTS

1. Mayor Kennon announced that a Town Hall is planned for May 6, 2026, at the Performing Arts Center, upon confirmation of facility availability. He stated that a topic of discussion will be safety concerns surrounding the use of e-bikes and scooters by minors. Councilmembers appealed to parents to enforce the use of helmets and to drivers to slow down in neighborhoods.

2. Mayor Kennon stated that he is receiving numerous requests from individuals to be appointed to various municipal advisory boards. He explained his process for prioritizing based on seniority and years served. He recommended that anyone interested in serving on boards start by attending council meetings.

XIV. ADJOURN

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

Time: 5:16 P.M.

APPROVED this the 21st day of April, 2026.

Renee Eberly
City Clerk

PROPERTY ACQUISITION NOTICE PER ALA. CODE §9-15-100

Pursuant to Alabama Code §9-15-100, the City of Orange Beach hereby gives notice of purchase of certain tracts of real property located at 0 Russian Road, Gulf Shores, Alabama 36542 identified in the Baldwin County tax records as parcel 05-61-06-23-0-000-009.00, PPIN 30636; and 23112 Russian Road, Gulf Shores, Alabama 36542 identified in the Baldwin County tax records as parcel 05-61-06-23-0-000-011.01, PIN 208987. These tracts were purchased, respectively, for Thirty Thousand Dollars (\$30,000.00) for 1.310 acres and Ten Thousand Dollars (\$10,000.00) for 1.575 acres- a combined purchase price of Forty Thousand Dollars (\$40,000.00) paid from the Orange Beach General Fund Surplus. Closing on these property tracts were finalized on December 13th, 2025, and December 16, 2025, respectively. Appraisals were performed by Capital Real Estate Services on October 16, 2024, and the tracts were valued at Thirty Thousand Dollars (\$30,000.00) and Ten Thousand Dollars (\$10,000.00), respectively. The Mayor was authorized to execute these documents on behalf of the City by Resolution No. 25-060 which was passed by vote of the City Council at its regularly held meeting on March 18, 2025, with Purchase Agreements attached.

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
MARCH 17, 2026 – 5:17 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the April 7, 2026, 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 amending the Golf Cart Ordinance. Mayor and Council discussed the topic of business licensing for golf cart rental companies, and the existing requirement that all rental golf carts operated in Orange Beach be permitted.
2. Approval of Fiscal Year 2024 audited financial statements.
3. Discuss lease options for the Old Finance Building.
4. Discuss establishing a fee schedule for outside overtime for the Police Department. Chief Johnson explained that the current fee schedule needs to be amended and updated. Mayor Kennon stated that he does not want to disrupt any existing officer commitments. City Attorney Jamie Logan explained that the fee schedule being discussed pertains only to overtime events being manned by on-duty officers, and does not impact off-duty work.
5. Resolution appropriating funds to support the Safe Harbor Animal Coalition in the amount of \$10,000 for FY2026.
6. Resolution authorizing the purchase of Three LUCAS Chest Compression System Devices for the Fire Department through Sourcewell from Stryker Sales, LLC, in the amount of \$59,819.88.
7. Resolution authorizing the execution of a software service agreement with Governmentjobs.com, Inc., dba NEOGOV, for new employee background investigation services for the Police Department.
8. Resolution authorizing execution of a performance contract with Saucy Fuzz for musical entertainment at the 2026 Orange Beach Nest Fest.
9. Resolution awarding the bid for a Burn Tower with Installation at the Fire Training Facility.
10. Resolution awarding the bid for Rifle Range Site Work.
11. Resolution awarding the bid for Tennis Court Resurfacing and Cabana Installation.
12. Resolution authorizing the execution of a performance contract with Mack Tucker for golf instruction services.
13. Resolution accepting a proposal from Byers, Byers & Associates, P.C., for FY2025 auditing services in an amount not to exceed \$79,850.

14. Resolution authorizing the execution of an agreement with the Pensacola and Perdido Bays Estuary Program, Inc., for implementation of the water quality monitoring collaborative network project.
15. Resolution authorizing execution of a change order to accept partial credits on Two Ambulances and add the purchase of Two Ambulance Cots for the Fire Department from Safe Industries in an additional amount not to exceed \$27,278.
16. Resolution authorizing the Mayor to negotiate the terms of the sale of the Orange Beach Event Center at the Wharf.
17. Resolution authorizing the Mayor to negotiate the purchase of real property.
18. Resolution authorizing execution of a performance agreement with McLean Motor Sports Productions, LLC, for a Spring 2026 "Bama Coast Cruisin'" car show event.
19. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0403-PUD-26, Pirates Voyage PUD. Public hearing set for April 21, 2026.
20. Set a public hearing date for consideration of conditional use approval, Case No. 0401-CU-26, Bayside Orange Beach Garages, Phase 2. Public hearing set for April 21, 2026.
21. Ordinance declaring the Orange Beach Event Center at the Wharf as unneeded city-owned real property for municipal purposes and authorizing the disposition thereof.

There being no further business, the meeting adjourned.

Time: 5:27 P.M.

APPROVED this 21st day of April, 2026.

Renee Eberly
City Clerk

**MINUTES OF
SPECIAL-CALLED COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
APRIL 1, 2026 – 12:00 NOON
CITY HALL – COUNCIL CHAMBERS**

I. CALL TO ORDER Mayor Tony Kennon called the meeting to order at 12:04 P.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 (Silvers/Harrelson) to approve the agenda with one additional item.

1. Executive session to discuss pending litigation.

Vote unanimous in favor. **Motion passed.**

IV. NEW BUSINESS

Resolutions

1. Approval of a Special Events Retail Liquor License Application by Wharf Restaurant Group LLC for the "Alabama Society of Respiratory Care Social" event to be held April 8-9, 2026, at the Orange Beach Event Center, 4671 Wharf Parkway West. **Motion made (Silvers/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

V. PUBLIC COMMENTS

None

VI. EXECUTIVE SESSION

1. ADDITION: Executive session to discuss pending litigation. **Motion made (Harrelson/Robertson) to enter executive session for the stated purpose.** 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 30 minutes, and that Council would not reconvene after the executive session.

Time in: 12:06 P.M.

Time out: 1:46 P.M.

VII. ADJOURN

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

Time: 1:47 P.M.

APPROVED this the 21st day of April, 2026.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 7, 2026**

Departments: City Clerk

Description of Topic: Approval of Fiscal Year 2024 audited financial statements. (FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. COOB 2024 Audit DRAFT

THE CITY OF ORANGE BEACH, ALABAMA
STATEMENT OF NET POSITION
DECEMBER 31, 2024

DRAFT

	Primary Government			Component Unit
	Governmental Activities	Business-Type Activities	Total	Orange Beach Board of Education
ASSETS				
Current Assets:				
Cash and cash equivalents	\$ 88,529,608	\$ 5,318,329	\$ 93,847,937	\$ 4,765,518
Accounts Receivable	12,755,104	82,649	12,837,753	4,904,586
Internal Balances	7,155,313	(7,155,313)	-	-
Prepaid Expenses	312,077		312,077	-
Inventories	-	-	-	37,750
Restricted Cash	42,431,096	4,974,362	47,405,458	-
Capital assets:				
Non-depreciable	96,023,814	502,236	96,526,050	19,394,937
Depreciable (Net)	62,707,731	26,410,208	89,117,939	77,996,678
Total assets	<u>309,914,743</u>	<u>30,132,471</u>	<u>340,047,214</u>	<u>107,099,469</u>
DEFERRED OUTFLOWS OF RESOURCES				
Deferred Employer Pension Contributions	832,622	-	832,622	1,341,162
Deferred Pension Losses	5,281,896	-	5,281,896	11,040,000
Deferred OPEB losses and employer contributions	-	-	-	6,899,077
Defeasance Cost (NET)	355,771	657,080	1,012,851	-
Total Deferred Outflows of Resources	<u>6,470,289</u>	<u>657,080</u>	<u>7,127,369</u>	<u>19,280,239</u>
LIABILITIES				
Current liabilities				
Accounts payable	9,778,813	3,832	9,782,645	408,182
Accrued expenses	1,921,106	99,642	2,020,748	1,223,326
Accrued interest payable	789,476	52,688	842,164	-
Long-term liabilities:				
Due within one year:				
Compensated Absences	607,815	91,966	699,781	29,096
Bonds Payable - Current	5,008,337	1,865,000	6,873,337	-
Due in More than One Year:				
Bonds Payable - Non Current	110,007,522	9,665,000	119,672,522	-
Compensated Absences	283,919	56,169	340,088	-
Net pension liability	9,098,112	-	9,098,112	21,465,342
Total Liabilities	<u>137,495,100</u>	<u>11,834,297</u>	<u>149,329,397</u>	<u>23,125,946</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred Pension Gains	4,565,753	-	4,565,753	262,000
Deferred OPEB Gains	-	-	-	4,972,636
Unearned Revenue	205,353	51,528	256,881	-
	<u>4,771,106</u>	<u>51,528</u>	<u>4,822,634</u>	<u>5,234,636</u>
NET POSITION				
Investment in Capital Assets				
Net of Related Debt	43,715,686	16,039,524	59,755,210	97,391,615
Restricted for:				
Capital Projects	42,769,414	-	42,769,414	921,224
Education	-	-	-	806,221
Emergencies	2,760,899	-	2,760,899	-
Unrestricted	84,872,827	2,864,202	87,737,029	(1,099,934)
Total Net Position	<u>\$ 174,118,826</u>	<u>\$ 18,903,726</u>	<u>193,022,552</u>	<u>\$ 98,019,126</u>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2024

DRAFT

Function / Programs	Net (Expense) Revenue and Changes in Net Position							Component Unit	
	Primary Government							Orange Beach Board of Education	
	Program Revenues			Business Type Activities			Totals		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business Type Activities	Totals		
Primary Government									
Governmental Activities:									
General Government									
Court	\$ 45,786,832	\$ 605,580	\$ 3,000,000	\$ 6,321,672	\$ (35,859,580)	\$ -	\$ (35,859,580)		
Police	487,470	57,184	-	-	(430,286)	-	(430,286)		
Fire	1,342,765	3,943,618	-	-	2,600,853	-	2,600,853		
Communications	10,020,994	464,458	-	-	(9,556,536)	-	(9,556,536)		
Public Works	926,145	-	-	-	(926,145)	-	(926,145)		
Landscape	748,282	-	-	-	(748,282)	-	(748,282)		
Parks and Recreation	12,248,412	1,701,463	-	-	(10,546,949)	-	(10,546,949)		
Library	4,953,259	-	-	1,188,260	(3,764,999)	-	(3,764,999)		
Community Development	1,760,607	-	-	-	(1,760,607)	-	(1,760,607)		
Coastal Resources	5,184,762	2,370,651	-	-	(2,814,111)	-	(2,814,111)		
Recreation Center	828,141	44,734	34,859	-	(748,548)	-	(748,548)		
Performing Arts	1,663,675	2,349,235	37,950	-	723,510	-	723,510		
Expect Excellence	3,055,361	-	289,982	-	(2,765,379)	-	(2,765,379)		
Interest on Long-term Debt	1,195,021	-	-	-	(1,195,021)	-	(1,195,021)		
Total Governmental activities	577,902	200,000	-	-	(377,902)	-	(377,902)		
	2,346,253	-	-	-	(2,346,253)	-	(2,346,253)		
	3,364,010	-	-	-	(3,364,010)	-	(3,364,010)		
	96,489,891	11,736,923	3,362,791	7,509,932	(73,880,245)	-	(73,880,245)		
Business-Type Activities									
Sewer	7,114,457	7,776,226	-	-	-	661,769	661,769		
Refuse	3,874,011	2,940,935	-	-	-	(933,076)	(933,076)		
Events Center	734,633	189,966	-	-	-	(544,667)	(544,667)		
Baldwin County Bridge Company (BCBC)	-	710,377	-	-	-	710,377	710,377		
Arts Center	1,238,070	577,477	2,600	-	-	(657,993)	(657,993)		
Total Business-Type Activities	12,961,171	12,194,981	2,600	-	-	(763,590)	(763,590)		
Total Primary Government	\$ 109,451,062	\$ 23,931,904	\$ 3,365,391	\$ 7,509,932	\$ (73,880,245)	\$ (763,590)	\$ (74,643,835)		
Component Unit									
Orange Beach Board of Education	\$ 31,195,308	\$ 2,915,115	\$ 4,895,174	\$ 338,092			\$ (23,046,927)		
General Revenues:									
Property Taxes					\$ 7,834,846	\$ -	\$ 7,834,846	\$ 8,073,283	
Local Taxes					43,937,310	-	43,937,310	-	
Franchise Taxes					1,843,624	-	1,843,624	-	
Sales Taxes					985,918	-	985,918	-	
Unrestricted Investment Earnings (Losses)					22,239,262	-	22,239,262	4,971,713	
Reimbursed Expenses					4,504,665	261,890	4,766,555	-	
Miscellaneous					247,476	-	247,476	-	
Gain (Loss) on disposal of capital assets					930,204	28,873	959,077	39,677	
Appropriations from the City of Orange Beach					32,629	-	32,629	-	
Transfers, Net					(427,041)	427,041	-	23,818,404	
Total General Revenues and Transfers					82,128,893	717,804	82,846,697	36,903,077	
Change in Net Position					8,248,648	(45,786)	8,202,862	\$ 13,856,150	
Net Position - Beginning of the Year					165,870,178	18,949,512	184,819,690	84,162,479	
Net Position - End of the Year					\$ 174,118,826	\$ 18,903,726	\$ 193,022,552	\$ 98,018,629	

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2024

	General	Other Non-Major Governmental Funds	Total Governmental Funds
ASSETS			
Cash and cash equivalents	\$ 88,183,325	\$ 346,283	\$ 88,529,608
Restricted cash and cash equivalents	39,841,740	2,589,356	42,431,096
Accounts Receivable, Net	12,588,342	166,762	12,755,104
Due From Other Funds	7,322,074	-	7,322,074
Prepaid expenses	312,077	-	312,077
Total assets	<u>\$ 148,247,558</u>	<u>\$ 3,102,401</u>	<u>\$ 151,349,959</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 9,762,196	\$ 16,617	\$ 9,778,813
Due to other funds	-	166,762	166,762
Accrued expenses	1,840,636	-	1,840,636
Appearance bonds	39,895	-	39,895
Performance bonds	33,545	-	33,545
Communication tower escrow funds	7,030	-	7,030
Total Liabilities	<u>11,683,302</u>	<u>183,379</u>	<u>11,866,681</u>
DEFERRED INFLOWS OF RESOURCES			
Unearned revenue	<u>205,353</u>	<u>-</u>	<u>205,353</u>
Fund Balances:			
Non-Spendable Fund Balance	312,077	-	312,077
Spendable:			
Restricted	42,769,414	2,589,356	45,358,770
Committed	2,760,899	-	2,760,899
Assigned	-	329,666	329,666
Unassigned	90,516,513	-	90,516,513
Total Fund Balances	<u>136,358,903</u>	<u>2,919,022</u>	<u>139,277,925</u>
Total Liabilities and Fund Balances	<u>\$ 148,247,558</u>	<u>\$ 3,102,401</u>	<u>\$ 151,349,959</u>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
RECONCILIATION OF THE BALANCE SHEET
TO THE STATEMENT OF NET POSITION
DECEMBER 31, 2024

Fund Balances - Total Governmental Funds \$ 139,277,925

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds.

Governmental capital assets	200,936,809	
Less: accumulated depreciation	<u>(42,205,264)</u>	158,731,545

Certain deferred outflows of resources used in governmental activities are not financial resources and therefore are not reported in the governmental funds.

Deferred employer pension contributions		
Deferred pension losses	6,114,518	
Loss on advance refunding	880,250	
Less: accumulated amortization	<u>(524,479)</u>	6,470,289

Certain deferred inflows of resources used in governmental activities are not financial uses and therefore are not reported in the governmental funds.

Deferred pension gains		
	<u>(4,565,753)</u>	(4,565,753)

Long-term liabilities, including bonds payable are not due and payable in the current period and therefore are not reported in the governmental funds.

Governmental bonds payable	(107,699,265)	
Premium on bonds issued	(9,860,674)	
Accumulated amortization of premium/discount	2,544,081	
Net pension liability	(9,098,112)	
Compensated absences	<u>(891,734)</u>	(125,005,704)

Accrued interest payable on debt in the governmental funds is susceptible to full accrual on the entity wide basis.

Accrued interest payable		<u>(789,476)</u>
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Net position of governmental activities \$ 174,118,826

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2024

DRAFT

	General	Other Governmental Funds	Total Governmental Funds
REVENUES			
Property taxes	\$ 7,834,846	\$ -	\$ 7,834,846
Intergovernmental:			
State tax	178,893	681,212	860,105
Local tax	68,020,196	-	68,020,196
Grants	10,811,885	24,476	10,836,361
Reimbursements	247,476		247,476
Other licenses, permits and fees	7,205,091	2,291	7,207,382
Fines and forfeitures	416,499	-	416,499
Charges for services	2,886,796	-	2,886,796
Rental Income	193,996	-	193,996
Investment earnings	4,420,595	84,070	4,504,665
Contracts	967,345	-	967,345
Miscellaneous	930,202	227,080	1,157,282
Total revenues	<u>104,113,820</u>	<u>1,019,129</u>	<u>105,132,949</u>
EXPENDITURES			
Current			
General government	17,881,126	-	17,881,126
Coastal resources	2,928,734	-	2,928,734
Court	487,577	-	487,577
Finance	1,341,773	-	1,341,773
Police	8,991,032	-	8,991,032
Corrections	926,419	-	926,419
Community development	1,737,035	-	1,737,035
Communications	748,799	-	748,799
Fire	11,041,760	-	11,041,760
Public works	3,549,667	-	3,549,667
Landscape	1,760,808	-	1,760,808
Parks and recreation	3,072,274	-	3,072,274
Performing arts	578,178	-	578,178
Recreation center	1,195,058	-	1,195,058
Expect Excellence	2,347,727	-	2,347,727
Library	-	797,150	797,150
Interest Expense	-	3,674,520	3,674,520
Debt Service	-	3,691,951	3,691,951
Capital Purchases	54,468,779	-	54,468,779
Total expenditures	<u>113,056,746</u>	<u>8,163,621</u>	<u>121,220,367</u>
(Deficiency) of revenues over expenditures	<u>(8,942,926)</u>	<u>(7,144,492)</u>	<u>(16,087,418)</u>
OTHER FINANCING SOURCES (USES)			
Proceeds of Bond Issue	6,250,000	-	6,250,000
Proceeds from disposal of assets	32,629	-	32,629
Transfers In	2,893,881	8,116,312	11,010,193
Transfers (Out)	(10,753,730)	(683,504)	(11,437,234)
Total other financing sources (uses)	<u>(1,577,220)</u>	<u>7,432,808</u>	<u>5,855,588</u>
Net change in fund balances	(10,520,146)	288,316	(10,231,830)
Fund balances - beginning	146,879,049	2,630,706	149,509,755
Fund balances - ending	<u>\$ 136,358,903</u>	<u>\$ 2,919,022</u>	<u>\$ 139,277,925</u>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL ACTIVITIES
TO THE CHANGES IN NET POSITION OF THE STATEMENT OF ACTIVITIES
FOR THE PERIOD ENDED DECEMBER 31, 2024

Net Change in Fund Balances - Total Governmental Funds \$ (10,231,830)

Governmental funds report capital improvements as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Expenditures for capital assets	25,370,785	
Less: current year depreciation	<u>(4,163,131)</u>	21,207,654

Bond proceeds provide current financial resources to governmental funds, but issuing debt increase long-term liabilities in the statement of net position. Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.

Proceeds of 2022B GO Debt issue	(6,250,000)	
Bond premium/discount amortization	430,388	
Principal payments	<u>3,691,951</u>	(2,127,661)

Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.

Amortization of loss on refunding	(88,024)	
Decrease in interest accrued on long term debt	(31,854)	
Decrease in compensated absences	18,395	
Decrease in deferred pension losses	(2,891,763)	
Decrease in deferred pension gains	(4,361,271)	
Increase in net pension liability	<u>6,755,002</u>	<u>(599,515)</u>

Change in Net Position of Governmental Activities \$ 8,248,648

THE CITY OF ORANGE BEACH, ALABAMA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
DECEMBER 31, 2024

	Sewer	Events Center	Other Proprietary Funds	Total Proprietary Funds
ASSETS				
Cash and cash equivalents	\$ 4,970,225	\$ -	\$ 348,104	\$ 5,318,329
Restricted Cash and Cash Equivalents	4,974,362	-	-	4,974,362
Accounts receivable - net	66,648	-	16,001	82,649
Due from other funds	-	-	389,189	389,189
Capital Assets:				
Non-depreciable Assets - Land	343,588	158,648	-	502,236
Buildings	1,712,671	2,153,718	2,152,541	6,018,930
Sewer Plant	28,763,756	-	-	28,763,756
Vehicles and equipment	4,153,273	76,104	1,561,124	5,790,501
Distribution and collection system	19,826,467	-	-	19,826,467
Less: Accumulated Depreciation	<u>(31,254,356)</u>	<u>(835,405)</u>	<u>(1,899,685)</u>	<u>(33,989,446)</u>
Total assets	<u>33,556,634</u>	<u>1,553,065</u>	<u>2,567,274</u>	<u>37,676,973</u>
DEFERRED OUTFLOWS OF RESOURCES				
Unamortized loss on refunding - net	<u>657,080</u>	<u>-</u>	<u>-</u>	<u>657,080</u>
Total Deferred Outflows of Resources	<u>657,080</u>	<u>-</u>	<u>-</u>	<u>657,080</u>
LIABILITIES				
Current liabilities				
Accounts payable	1,872	56	1,904	3,832
Due to other funds	3,837,518	1,898,566	1,808,418	7,544,502
Accrued expenses	60,777	9,936	28,929	99,642
Accrued compensated absences	54,892	9,565	27,509	91,966
Accrued interest payable	52,688	-	-	52,688
Current Maturities of Revenue Bonds	1,865,000	-	-	1,865,000
Non-current Liabilities				
Accrued compensated absences	38,990	5,241	11,938	56,169
Series 2020 G.O. Sewer Warrant - net	<u>9,665,000</u>	<u>-</u>	<u>-</u>	<u>9,665,000</u>
Total liabilities	<u>15,576,737</u>	<u>1,923,364</u>	<u>1,878,698</u>	<u>19,378,799</u>
DEFERRED INFLOWS OF RESOURCES				
Unearned revenue	<u>51,528</u>	<u>-</u>	<u>-</u>	<u>51,528</u>
Total Deferred Inflows of Resources	<u>51,528</u>	<u>-</u>	<u>-</u>	<u>51,528</u>
NET POSITION				
Investment in Capital Assets net of related debt	12,672,479	1,553,065	1,813,980	16,039,524
Unrestricted Net Assets	<u>5,912,970</u>	<u>(1,923,364)</u>	<u>(1,125,404)</u>	<u>2,864,202</u>
Total Net Position	<u>\$ 18,585,449</u>	<u>\$ (370,299)</u>	<u>\$ 688,576</u>	<u>\$ 18,903,726</u>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2024

	Sewer	Events Center	Other Proprietary Funds	Total Proprietary Funds
Operating Revenues				
Charges for services	\$ 7,776,226	\$ 189,966	\$ 4,106,457	\$ 12,072,649
Miscellaneous income	3,388	-	25,485	28,873
Merchandise sales	-	-	313,204	313,204
Total Operating Revenues	<u>7,779,614</u>	<u>189,966</u>	<u>4,445,146</u>	<u>12,414,726</u>
Cost of Good sold	<u>-</u>	<u>-</u>	<u>190,872</u>	<u>190,872</u>
Gross Profit	<u>7,779,614</u>	<u>189,966</u>	<u>4,254,274</u>	<u>12,223,854</u>
Operating Expenses				
Salaries and Wages	2,440,784	422,246	1,297,140	4,160,170
Contractual services	91,293	701	3,002,342	3,094,336
Utilities	1,137,957	84,242	60,667	1,282,866
Repairs and Maintenance	697,318	133,015	419,295	1,249,628
Other supplies and expenses	482,927	32,083	197,354	712,364
Bond premium amortization	109,513	-	-	109,513
Depreciation	2,010,632	62,346	135,283	2,208,261
Total Operating Expenses	<u>6,970,424</u>	<u>734,633</u>	<u>5,112,081</u>	<u>12,817,138</u>
Operating Income (Loss)	<u>809,190</u>	<u>(544,667)</u>	<u>(857,807)</u>	<u>(593,284)</u>
Non-Operating Revenues (Expenses)				
Interest Income	259,008	-	2,882	261,890
Capital Grants	-	-	2,600	2,600
Interest Expense	(144,033)	-	-	(144,033)
Total Non-Operating (Revenues) Expenses	<u>114,975</u>	<u>-</u>	<u>5,482</u>	<u>120,457</u>
Income (Loss) Before Transfers	924,165	(544,667)	(852,325)	(472,827)
Transfers in (out)	<u>(1,500,000)</u>	<u>923,701</u>	<u>1,003,340</u>	<u>427,041</u>
Change in Net Position	(575,835)	379,034	151,015	(45,786)
Related Net Position - Beginning of Year	<u>19,161,284</u>	<u>(749,333)</u>	<u>537,561</u>	<u>18,949,512</u>
Net Position - End of Year	<u><u>\$ 18,585,449</u></u>	<u><u>\$ (370,299)</u></u>	<u><u>\$ 688,576</u></u>	<u><u>\$ 18,903,726</u></u>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2024

	Sewer	Events Center	Other Proprietary Funds	Total Proprietary Funds
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from Customers	\$ 8,133,385	\$ 189,966	\$ 4,448,072	\$ 12,771,423
Payments to Suppliers	(2,404,226)	(249,022)	(3,874,158)	(6,527,406)
Payments to Employees for Wages and Benefits	(2,443,725)	(421,211)	(1,295,440)	(4,160,376)
Payments from (to) other funds	(1,090,870)	42,308	(110,650)	(1,159,212)
Net Cash Provided (Used) by Operating Activities	<u>2,194,564</u>	<u>(437,959)</u>	<u>(832,176)</u>	<u>924,429</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers to other fund	<u>(1,500,000)</u>	<u>923,701</u>	<u>1,003,340</u>	<u>427,041</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Increase in restricted cash	(52,832)	-	-	(52,832)
Capital grants			2,600	2,600
Principal Paid on Capital Debt	(1,855,000)	-	-	(1,855,000)
Interest Paid on Capital Debt	(146,100)	-	-	(146,100)
Acquisition of Capital Assets	(711,362)	(485,742)	(16,958)	(1,214,062)
Net Cash Provided by Capital and Related Financing Activities	<u>(2,765,294)</u>	<u>(485,742)</u>	<u>(14,358)</u>	<u>(3,265,394)</u>
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest Receipts	<u>259,008</u>	<u>-</u>	<u>2,882</u>	<u>261,890</u>
Net Cash Provided by Investing Activities	<u>259,008</u>	<u>-</u>	<u>2,882</u>	<u>261,890</u>
Net Increase (Decrease) In Cash and Cash Equivalents	<u>(1,811,722)</u>	<u>-</u>	<u>159,688</u>	<u>(1,652,034)</u>
Cash and Cash Equivalents - Beginning of Year	<u>6,781,947</u>	<u>-</u>	<u>188,416</u>	<u>6,970,363</u>
Cash and Cash Equivalents - End of Year	<u>\$ 4,970,225</u>	<u>\$ -</u>	<u>\$ 348,104</u>	<u>\$ 5,318,329</u>
SUPPLEMENTARY INFORMATION:				
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:				
Operating Income (Loss)	\$ 809,190	\$ (544,667)	\$ (857,807)	(593,284)
Adjustments to Reconcile Operating Income to Net Cash Provided (Used) by Operating Activities:				
Depreciation Expense	2,010,632	62,346	135,283	2,208,261
Amortization expense	109,513	-	-	109,513
(Increase) Decrease In:				
Accounts Receivable	351,162	-	2,926	354,088
Due to other funds	(1,090,870)	42,308	(110,650)	(1,159,212)
Increase (Decrease) In:				
Accounts Payable	(6,669)	(1,083)	(11,283)	(19,035)
Accrued expenses	11,938	2,102	7,655	21,695
Accrued compensated absences	(2,941)	1,035	1,700	
Deferred revenue	<u>2,609</u>	<u>-</u>	<u>-</u>	<u>2,609</u>
Net Cash Provided (Used) by Operating Activities	<u>\$ 2,194,564</u>	<u>\$ (437,959)</u>	<u>\$ (832,176)</u>	<u>\$ 924,635</u>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
DECEMBER 31, 2024

	Special Revenues	Debt Service	Library	Total Governmental Funds
ASSETS				
Cash and cash equivalents	\$ -	\$ -	\$ 346,283	\$ 346,283
Restricted cash and cash equivalents	1,196,257	1,393,099	\$ -	2,589,356
Accounts Receivable, Net	166,762	-	-	166,762
Total assets	<u>\$ 1,363,019</u>	<u>\$ 1,393,099</u>	<u>\$ 346,283</u>	<u>\$ 3,102,401</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ -	\$ -	\$ 16,617	\$ 16,617
Due to other funds	166,762	-	-	166,762
Total Liabilities	<u>166,762</u>	<u>-</u>	<u>16,617</u>	<u>183,379</u>
Fund Balances:				
Non-Spendable Fund Balance	-	-	-	-
Spendable:				
Restricted	1,196,257	1,393,099	-	2,589,356
Committed	-	-	-	-
Assigned	-	-	329,666	329,666
Unassigned	-	-	-	-
Total Fund Balances	<u>1,196,257</u>	<u>1,393,099</u>	<u>329,666</u>	<u>2,919,022</u>
Total Liabilities and Fund Balances	<u>\$ 1,363,019</u>	<u>\$ 1,393,099</u>	<u>\$ 346,283</u>	<u>\$ 3,102,401</u>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2024

DRAFT

	Special Revenues	Debt Service	Library	Total Governmental Funds
REVENUES				
Intergovernmental:				
State tax	\$ 681,212	\$ -	\$ -	\$ 681,212
Local tax				
Grants	-	-	24,476	24,476
Other licenses, permits and fees	2,291	-		2,291
Investment earnings	15,649	63,125	5,296	84,070
Miscellaneous	206,686	-	20,394	227,080
Total revenues	<u>905,838</u>	<u>63,125</u>	<u>50,166</u>	<u>1,019,129</u>
EXPENDITURES				
Current				
Library	-	-	797,150	797,150
Interest Expense	-	3,674,520	-	3,674,520
Debt Service	-	3,691,951	-	3,691,951
Total expenditures	<u>-</u>	<u>7,366,471</u>	<u>797,150</u>	<u>8,163,621</u>
 (Deficiency) of revenues over expenditures	 <u>905,838</u>	 <u>(7,303,346)</u>	 <u>(746,984)</u>	 <u>(7,144,492)</u>
OTHER FINANCING SOURCES (USES)				
Transfers In	-	7,366,338	749,974	8,116,312
Transfers (Out)	(683,504)	-	-	(683,504)
Total other financing sources (uses)	<u>(683,504)</u>	<u>7,366,338</u>	<u>749,974</u>	<u>7,432,808</u>
 Net change in fund balances	 222,334	 62,992	 2,990	 288,316
Fund balances - beginning	973,923	1,330,107	326,676	2,630,706
Fund balances - ending	<u>\$ 1,196,257</u>	<u>\$ 1,393,099</u>	<u>\$ 329,666</u>	<u>\$ 2,919,022</u>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
STATEMENT OF NET POSITION
NONMAJOR PROPRIETARY FUNDS
DECEMBER 31, 2024

	Refuse	BCBC	Arts Center	Total Nonmajor Proprietary Funds
ASSETS				
Cash and cash equivalents	\$ -	\$ -	\$ 348,104	\$ 348,104
Restricted Cash and Cash Equivalents				
Accounts receivable - net	16,001	-	-	16,001
Due from other funds	389,189	-	-	389,189
Capital Assets:				
Buildings	-	-	2,152,541	2,152,541
Vehicles and equipment	1,479,494	-	81,630	1,561,124
Less: Accumulated Depreciation	(1,417,903)	-	(481,782)	(1,899,685)
Total assets	<u>466,781</u>	<u>-</u>	<u>2,100,493</u>	<u>2,567,274</u>
LIABILITIES				
Current liabilities				
Accounts payable	1,502	-	402	1,904
Due to other funds	-	-	1,808,418	1,808,418
Accrued expenses	12,921	-	16,008	28,929
Accrued compensated absences	10,594	-	16,915	27,509
Non-current Liabilities				
Accrued compensated absences	<u>3,050</u>	<u>-</u>	<u>8,888</u>	<u>11,938</u>
Total liabilities	<u>28,067</u>	<u>-</u>	<u>1,850,631</u>	<u>1,878,698</u>
NET POSITION				
Investment in Capital Assets				
net of related debt	61,591	-	1,752,389	1,813,980
Unrestricted Net Assets	<u>377,123</u>	<u>-</u>	<u>(1,502,527)</u>	<u>(1,125,404)</u>
Total Net Position	<u>\$ 438,714</u>	<u>\$ -</u>	<u>\$ 249,862</u>	<u>\$ 688,576</u>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
NONMAJOR PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2024

	Refuse	BCBC	Arts Center	Total Nonmajor Proprietary Funds
Operating Revenues				
Charges for services	\$ 2,940,935	\$ 710,377	\$ 455,145	\$ 4,106,457
Miscellaneous income	16,633	-	8,852	25,485
Merchandise sales	-	-	313,204	313,204
Total Operating Revenues	<u>2,957,568</u>	<u>710,377</u>	<u>777,201</u>	<u>4,445,146</u>
Cost of Good sold	<u>-</u>	<u>-</u>	<u>190,872</u>	<u>190,872</u>
Gross Profit	<u>2,957,568</u>	<u>710,377</u>	<u>586,329</u>	<u>4,254,274</u>
Operating Expenses				
Salaries and Wages	595,779	-	701,361	1,297,140
Contractual services	2,952,545	-	49,797	3,002,342
Utilities	7,549	-	53,118	60,667
Repairs and Maintenance	137,172	-	282,123	419,295
Other supplies and expenses	105,131	-	92,223	197,354
Depreciation	<u>75,835</u>	<u>-</u>	<u>59,448</u>	<u>135,283</u>
Total Operating Expenses	<u>3,874,011</u>	<u>-</u>	<u>1,238,070</u>	<u>5,112,081</u>
Operating Income (Loss)	<u>(916,443)</u>	<u>710,377</u>	<u>(651,741)</u>	<u>(857,807)</u>
Non-Operating (Revenues) Expenses				
Interest Income	-	-	2,882	2,882
Capital Grants	<u>-</u>	<u>-</u>	<u>2,600</u>	<u>2,600</u>
Total Non-Operating (Revenues) Expenses	<u>-</u>	<u>-</u>	<u>5,482</u>	<u>5,482</u>
Income (Loss) Before Transfers	(916,443)	710,377	(646,259)	(852,325)
Transfers in (Out)				
Transfers in (Out)	<u>1,270,000</u>	<u>(710,377)</u>	<u>443,717</u>	<u>1,003,340</u>
Change in Net Position	353,557	-	(202,542)	151,015
Related Net Position - Beginning of Year	<u>85,157</u>	<u>-</u>	<u>452,404</u>	<u>537,561</u>
Net Position - End of Year	<u><u>\$ 438,714</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 249,862</u></u>	<u><u>\$ 688,576</u></u>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA
STATEMENT OF CASH FLOWS
NONMAJOR PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2024

	Refuse	BCBC	Arts Center	Total Nonmajor Proprietary Funds
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from Customers	\$ 2,960,494	\$ 710,377	\$ 777,201	\$ 4,448,072
Payments to Suppliers	(3,209,881)	-	(664,277)	(3,874,158)
Payments to Employees for Wages and Benefits	(598,264)	-	(697,176)	(1,295,440)
Payments from (to) other funds	(405,391)	-	294,741	(110,650)
Net Cash Provided (Used) by Operating Activities	(1,253,042)	710,377	(289,511)	(832,176)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers to other fund	1,270,000	(710,377)	443,717	1,003,340
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Capital grants	-	-	2,600	2,600
Acquisition of Capital Assets	(16,958)	-	-	(16,958)
Net Cash Provided by Capital and Related Financing Activities	(16,958)	-	2,600	(14,358)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest Receipts	-	-	2,882	2,882
Net Cash Provided by Investing Activities	-	-	2,882	2,882
Net Increase (Decrease) In Cash and Cash Equivalents	-	-	159,688	159,688
Cash and Cash Equivalents - Beginning of Year	-	-	188,416	188,416
Cash and Cash Equivalents - End of Year	\$ -	\$ -	\$ 348,104	\$ 348,104
SUPPLEMENTARY INFORMATION:				
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:				
Operating Income (Loss)	\$ (916,443)	\$ 710,377	\$ (651,741)	\$ (857,807)
Adjustments to Reconcile Operating Income to Net Cash Provided (Used) by Operating Activities:				
Depreciation Expense	75,835	-	59,448	135,283
(Increase) Decrease In:				
Accounts Receivable	2,926	-	-	2,926
Due to other funds	(405,391)	-	294,741	(110,650)
Increase (Decrease) In:				
Accounts Payable	(10,368)	-	(915)	(11,283)
Accrued expenses	2,884	-	4,771	7,655
Accrued compensated absences	(2,485)	-	4,185	1,700
Net Cash Provided (Used) by Operating Activities	\$ (1,253,042)	\$ 710,377	\$ (289,511)	\$ (832,176)

The accompanying notes are an integral part of the financial statements.



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 7, 2026**

Departments: City Clerk

Description of Topic: Reschedule and relocate Council and Committee of the Whole Meetings on May 5, 2026, to May 6, 2026, at the Performing Arts Center. (RE)

Background/Description: A Town Hall will immediately follow.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 7, 2026**

Departments: City Clerk

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

Background/Description: Nelson Bauer's term expires on April 4, 2026.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-21-26 26-xxx Appoint City School Board Member

RESOLUTION NO. 26-xxx

**A RESOLUTION APPOINTING ____ TO THE
ORANGE BEACH CITY BOARD OF EDUCATION
AND CORRECTING TERM DATES**

FINDINGS:

1. Pursuant to Section 16-11-2, Code of Alabama (1975), the Orange Beach City Board of Education shall be composed of five (5) members, chosen because of their character and fitness, who shall be residents of the City of Orange Beach and who shall not be members of the City Council.
2. The Orange Beach City Board of Education was established in 2022 by Resolution No. 22-053.
3. Pursuant to Section 16-11-3, Code of Alabama (1975), “[A]nnually at the regular meetings of the city council or commission in April the council or commission shall elect a member or members of the board of education to succeed those whose term or terms of office expire that year. Members of the city board of education shall assume office at the next regular meeting of the city board of education in June following their appointment. The terms of office of members of the city board of education shall be five years, and the term of one member shall expire annually. A member shall serve on the board until his or her successor assumes office. ...”
4. Resolution Nos. 23-077, 24-080, 25-070, and 26-077 (re)appointed members Randy McKinney, Lisa Nix, Shannon Robinson, and Stephen Lewis, respectively.
5. The aforementioned resolutions incorrectly stated the dates of the appointment terms as beginning and ending in April rather than the first regular meeting in June as required by statute.
6. It is necessary for the City Council to amend appointment dates to comply with the terms as set out by the Legislature. This term correction does not alter the five year statutory appointment and does not affect any actions of the board.
7. Orange Beach Board of Education member Nelson Bauer’s term expired April 4, 2026.
8. The Orange Beach City Council has determined that it is in the best interest of the City of Orange Beach to appoint ____.

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

1. That ____ be and is hereby appointed to serve on the Orange Beach City Board of Education for a five year term beginning from the first regular meeting of the City School Board in June 2026;
2. That the terms of the current Orange Beach Board of Education members are hereby corrected and/or affirmed as set out below; all terms shall expire at the earlier of the listed date and the first regularly scheduled meeting in June. All appointees shall serve until his or her successor assumes office.

<u>Name</u>	<u>Appointment Term</u>	<u>Term Expiration</u>
Stephen Lewis	Remainder of initial Five year term	April 4, 2027
Randy McKinney	Five Years commencing June 2023	June 2028
Lisa Nix	Five Years commencing June 2024	June 2029
Shannon Robinson	Five Years commencing June 2030	June 2030
***	Five Years commencing June 2026	June 2031

3. That this Resolution shall become effective immediately upon adoption.

ADOPTED THIS 21st DAY OF APRIL, 2026.

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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 21, 2026.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 7, 2026**

Departments: City Clerk

Description of Topic: Discuss amendment to Recreational Vehicle Rentals Ordinance.
(JL)

Background/Description: Reference: City Code Chapter 50, Article XIII, "Recreational Vehicle Rentals"

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 7, 2026**

Departments: Coastal Resources

Description of Topic: Resolution authorizing execution of a fourth amendment to the grant award agreement with the National Audubon Society for the stewardship of Coastal Alabama beach nesting bird habitat. (NW)

Background/Description: This amendment is a no-cost extension of the agreement through July 1, 2026. The grant is currently in place to cover the salary of our bird nesting coordinator, along with all stewardship activities.

Action Options/Recommendation:

Source of Funding (if applicable): This amendment is a no-cost extension and all related expenses are reimbursed by the National Audubon Society.

ATTACHMENTS:

1. Amendment 4
2. Resolution

**FOURTH AMENDMENT TO
GRANT AGREEMENT**

This fourth Amendment (“Amendment”) to the Grant Agreement (the “Agreement”) by and between National Audubon Society, Inc. (“Audubon”) and City of Orange Beach (“Recipient”), dated as of April 16, 2021, as amended, is made as of March 12, 2026 by and between Audubon and Recipient.

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

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

1. Article VII, Term of Agreement, is hereby amended as follows: This Agreement will terminate on July 1, 2026 or upon receipt and acceptance by Audubon of the final deliverables whichever is sooner.
2. All capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement. This Amendment may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Except as expressly modified hereby, the Agreement and all of the terms, conditions, covenants, agreements and provisions thereof remain in full force and effect and are hereby ratified and affirmed.

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

NATIONAL AUDUBON SOCIETY, INC.

BY: _____

BY: _____

Recipient

City of Orange Beach

RESOLUTION NO. 26-xxx

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

FINDINGS:

1. The purpose of this agreement is for the National Audubon Society to provide funding under the Implementation Agreement of Deepwater Horizon Natural Resource Damage Funds to the City of Orange Beach to perform services related to the Stewardship of Coastal Alabama Beach Nesting Bird Habitat.
2. On July 6, 2021, City Council adopted Resolution No. 21-148 authorizing the execution of a grant award agreement with the National Audubon Society agreeing to the provisions of the grant.
3. The purpose of this Amendment is to change the end date from 04/01/2026 to 07/01/2026.
4. After having reviewed said agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

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

ADOPTED THIS 21st DAY OF APRIL, 2026.

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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 21, 2026.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 7, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with DeRhonda Ponder for special needs aide services for the Expect Excellence program. (PP/SC)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-07-26 26-xxx Authorize Professional Services Agreement Special Needs Aide Expect Excellence Ponder
2. 2026.03.12 Professional Services Agreement Expect Excellence Special Needs Aide Ponder

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
DERHONDA PONDER
FOR SPECIAL NEEDS AIDE SERVICES FOR THE EXPECT EXCELLENCE PROGRAM**

FINDINGS:

1. The City of Orange Beach's Expect Excellence program is in need of special needs aide services.
2. The City of Orange Beach has reached an agreement (attached Exhibit A) with DeRhonda Ponder whereby DeRhonda Ponder will provide special needs aide services for the City of Orange Beach.
3. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the agreements in substantially the form and of substantially the content now before the Council between the City of Orange Beach and DeRhonda Ponder 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 7th DAY OF APRIL, 2026.

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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 7, 2026.

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 DeRhonda Ponder, an individual (hereinafter the "Contractor"), as follows:

1. Recitals.

WHEREAS, the City desires to engage Contractor to provide special needs assistance for its Expect Excellence summer program;

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. Services to be Performed.

- a) Contractor will provide special needs services necessary to achieve the goals of the City's Expect Excellence summer program.
- b) Contractor will perform such other services with regard to the City's Expect Excellence program as are mutually agreed to between the Contractor and the City.

3. Compensation.

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid a one time fee of \$ _____, anticipated to offset the cost of required insurance and licenses. In addition, contractor shall be paid \$40.00 per hour for services rendered. The one time fee amount will be paid included in the first invoice submitted by Contractor.
- b) Contractor agrees to abide by the City's established policies and agrees that any travel and expenses must be approved in writing in advance by the City.
- c) Contractor shall submit invoices within 30 days of services rendered. City shall pay same upon the City's receipt of a properly documented invoice for services performed.

4. Term.

The term of this Agreement is ten (10) weeks commencing May 26, 2026, and ending July 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 of the City of Orange Beach.

9. Termination.

- a) 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.
- b) 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. This Agreement may be terminated immediately by the City upon failure of the required background check or drug testing, as set out in paragraph 15 below or upon breach of any term hereof by Contractor. Failure to terminate this contract upon discovery of breach shall not constitute consent thereto nor waive the City's right to terminate this contract therefore.

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

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

13. Law Governing.

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

16. Indemnification

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

17. Confidentiality

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

18. Notices.

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

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

Copy to:
City Attorney
Post Office Box 458
Orange Beach, AL 36561

And to Contractor:
DeRhonda Ponder
Post Office Box 32
Orange Beach, AL 36561

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the ____ day of _____, 2026.

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

DeRhonda Ponder, an Individual

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 _____, 2026.

(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 DeRhonda Ponder, 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, she 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 _____, 2026.

(SEAL)

Notary Public
State of Alabama
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 7, 2026**

Departments: City Clerk

Description of Topic:

Resolution amending the Employees Pay Plan/Job Listing to implement changes recommended by the Comprehensive Classification and Total Compensation Study. (MB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-21-26 26-xxx Amend Pay Plan Job Listing Compensation Study
2. 2026.03 Pay Play Job Listing
3. Memo 2026.04.01 - Pay Plan Compensation Study Results

RESOLUTION NO. 26-xxx

**A RESOLUTION AMENDING THE
EMPLOYEES PAY PLAN/JOB LISTING
TO IMPLEMENT CHANGES RECOMMENDED BY THE
COMPREHENSIVE CLASSIFICATION AND TOTAL COMPENSATION STUDY**

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

1. That the entire Employees Pay Plan / Job Listing shall read as per the attached Exhibit A and the same is hereby adopted and approved by the Council; and
2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 21st DAY OF APRIL, 2026.

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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 21, 2026.

City Clerk

City of Orange Beach, AL
Job Table

Grade	Hourly Min	Hourly Mid	Hrly Max	Annl Min	Annl Mid	Annl Max	Department	Job Title
A	OPEN PT	OPEN PT	OPEN PT	OPEN PT	OPEN PT	OPEN PT	All Departments Expect Excellence Expect Excellence	Summer Youth Worker = \$10 per hour Instructor I - Academic, Athletic, Art, Music (Expect Excellence/PAC PT) = \$30 per hour Instructor II - Academic, Athletic, Art, Music (Expect Excellence/PAC PT) = \$50 per hour
B	\$17.00	\$20.32	\$23.63	\$ 35,360	\$ 42,255	\$ 49,150	Expect Excellence Art Center Art Center Community Development Event Center Coastal Resources Coastal Resources Expect Excellence Parks & Recreation Parks & Recreation-Golf Center Expect Excellence-Performing Arts Center Parks & Recreation - Sportsplex Event Center Expect Excellence Parks & Recreation Expect Excellence-Performing Arts Center Police Public Works-Street Coastal Resources Parks & Recreation-Golf Center Public Works-Landscape Public Works-Refuse Parks & Recreation-Sportsplex Public Works-Street All Departments Parks & Recreation-Aquatics Sewer Coastal Resources	After School Aide - Expect Excellence Apprentice Assistant - Operations (Art Center) Assistant - Operations (Community Development) Assistant - Operations (Event Center) Attendant - Beach Attendant - Recreation Facility (Coastal Resources) Attendant - Recreation Facility (Expect Excellence) Attendant - Recreation Facility (Fitness Center) Attendant - Recreation Facility (Golf Center) Attendant - Recreation Facility (Performing Arts) Attendant - Recreation Facility (Sportsplex) Custodian - Event Facilities Custodian - Expect Excellence Custodian - Parks & Recreation Custodian - Performing Arts Center Custodian - Police Custodian - Public Works Equipment Operator I - Coastal Resources Equipment Operator I - Golf Equipment Operator I - Landscape Equipment Operator I - Refuse Equipment Operator I - Sportsplex Equipment Operator I - Street Intern Lifeguard I - Aquatic Center Line Locator Trainee Specialist - Wildlife
C	\$18.04	\$21.64	\$25.25	\$ 37,523	\$ 45,011	\$ 52,520	Administration Art Center Expect Excellence Police Public Works-Street Sewer Parks & Recreation-Golf Parks & Recreation-Sportsplex Parks & Recreation-Fitness Center Parks & Recreation-Senior Center Parks & Recreation-Aquatics Sewer Parks & Recreation Art Center	Administrative Assistant I - Administration Administrative Assistant I - Art Center Administrative Assistant I - Expect Excellence Administrative Assistant I - Police Administrative Assistant I - Public Works Administrative Assistant I - Sewer Assistant - Athletic Programs Golf Assistant - Athletic Programs Sportsplex Assistant - Recreation Facility (Fitness Center) Assistant - Recreational Facility (Senior Center) Lifeguard II - Aquatic Center Line Locator - Sewer Museum Guide Resident Artist

City of Orange Beach, AL
Job Table

Grade	Hourly Min	Hourly Mid	Hrly Max	Annl Min	Annl Mid	Annl Max	Department	Job Title
D	\$19.94	\$24.02	\$28.11	\$ 41,475	\$ 49,962	\$ 58,469	Finance	Account Clerk
							Administration	Administrative Assistant II - Administration
							Community Development	Administrative Assistant II - Community Development
							Event Center	Administrative Assistant II - Event Center
							Fire	Administrative Assistant II - Fire
							Police	Administrative Assistant II - Police
							Coastal Resources	Conservation Code Enforcement Officer
							Expect Excellence	Content Creator
							Coastal Resources	Equipment Operator II - Coastal Resources
							Public Works-Landscape	Equipment Operator II - Landscape
							Public Works-Refuse	Equipment Operator II - Refuse
							Public Works-Street	Equipment Operator II - Street
							Expect Excellence	Instructor - Art (Expect Excellence)
							Expect Excellence - Performing Arts Center	Instructor - Art (PAC)
							Expect Excellence	Instructor - Athletics (Expect Excellence)
							Expect Excellence	Instructor - Music (Expect Excellence)
							Court	Magistrate I
							Coastal Resources	Team Leader - Coastal Resources
							Parks & Recreation-Sportsplex	Team Leader - Sportsplex
							Expect Excellence-Performing Arts Center	Technician - Audio Visual
							Coastal Resources	Technician I - Maintenance (Coastal Resources)
							Community Development	Technician I - Maintenance (Community Development)
							Expect Excellence	Technician I - Maintenance (Expect Excellence)
							Parks & Recreation-Golf Center	Technician I - Maintenance (Golf)
							Public Works-Landscape	Technician I - Maintenance (Landscape Irrigation)
							Public Works-Landscape	Technician I - Maintenance (Landscape Spray)
							Sewer	Technician I - Maintenance (Sewer)
							Parks & Recreation-Sportsplex	Technician I - Maintenance (Sportsplex)
							Public Works-Street	Technician I - Maintenance (Street)
							Sewer	Wastewater Operator - Sewer (Grade I)
E	\$22.14	\$26.79	\$31.44	\$ 46,051	\$ 55,723	\$ 65,395	Parks & Recreation-Sportsplex	Athletic Trainer
							Expect Excellence	Coordinator - Academics
							Administration	Coordinator - Administrative Support
							Parks & Recreation-Aquatics	Coordinator - Aquatics
							Art	Coordinator - Art Events
							Art	Coordinator - Art Programs
							Coastal Resources	Coordinator - Coastal Stewardship
							Event Center	Coordinator - Event Facilities
							Court	Magistrate II
							Public Works-Street	Mechanic I - Street (Small Engines)
							Administration	Purchasing Agent
							Sewer	Wastewater Operator - Sewer (Grade II)

City of Orange Beach, AL
Job Table

Grade	Hourly Min	Hourly Mid	Hrly Max	Annl Min	Annl Mid	Annl Max	Department	Job Title
F	\$24.69	\$30.00	\$35.31	\$ 51,355	\$ 62,400	\$ 73,445	Finance	Accountant I
							Expect Excellence - Performing Arts Center	Audio Visual Engineer
							Administration	Executive Assistant
							Public Works - Street	Foreman - Custodial
							Coastal Resources - Trail	Foreman - Facilities & Events
							Parks & Recreation - Golf Center	Foreman - Golf Center
							Public Works - Landscape	Foreman - Landscape
							Public Works - Refuse	Foreman - Refuse
							Sewer	Foreman - Sewer
							Parks & Recreation-Sportsplex	Foreman - Sportsplex
							Public Works - Street	Foreman - Street
							Administration - HR	Generalist - Human Resources
							Coastal Resources - Beach, Projects, Shoreline, Trail, Wildlife, WWLC	Manager - Facility (Coastal Resources)
							Event Center	Manager - Facility (Event Center)
							Parks & Recreation - Fitness Center	Manager - Facility (Fitness Center)
							Parks & Recreation - Golf	Manager - Facility (Golf)
							Expect Excellence - PAC	Manager - Facility (Performing Arts Center)
							Parks & Recreation - Senior Center	Manager - Facility (Senior Center)
							Parks & Recreation - Tennis & Pickleball	Manager - Facility (Tennis & Pickleball)
							Expect Excellence	Manager - Program (Athletics - EE)
							Parks & Recreation - Sportsplex	Manager - Program (Athletics - Sportsplex)
							Coastal Resources - Beach, Projects, Shoreline, Trail, Wildlife, WWLC	Manager - Program (Coastal Resources)
							Expect Excellence	Manager - Program (Expect Excellence)
							Expect Excellence	Manager - Program (Music)
							Parks & Recreation	Manager - Program (Parks and Recreation)
							Parks & Recreation - Senior Center	Manager - Program (Senior Center)
							Parks & Recreation - Sportsplex	Manager - Program (Vending/Concessions)
							Public Works-Street	Mechanic II - Streets (hvy equip, cars)
							Administration - Legal	Paralegal
							Finance	Revenue Clerk
							Finance	Specialist - Grants
							Sewer	Technician - Sewer Lift Station
							Public Works - Street	Technician II - Maintenance (Street Facilities)
							Sewer	Wastewater Operator - Sewer (Grade III)
G	\$27.67	\$33.75	\$39.84	\$ 57,554	\$ 70,200	\$ 82,867	Community Development	Assistant City Planner
							Administration	Coordinator - Emergency Management
							Administration - IT	Coordinator - Information Technology / Professional
							Public Works - Street	Electrician
							Sewer	Electrician - Industrial Maintenance
							Administration - HR	Generalist Senior- Human Resources
							Community Development	Inspector - Building
							Community Development	Inspector - Code
							Sewer	Manager - Wastewater Treatment (Field or Plant)
							Coastal Resources - Administration	Office Manager - Coastal Resources
							Community Development	Office Manager - Community Development
							Expect Excellence	Office Manager - Expect Excellence
							Fire	Office Manager - Fire
							Parks & Recreation	Office Manager - Parks & Recreation
							Police	Office Manager - Police
							Public Works	Office Manager - Public Works
							Sewer	Office Manager - Sewer
							Community Development	Permit Administrator
							Community Development	Specialist - GIS
							Sewer	Wastewater Operator - Sewer (Grade IV)

City of Orange Beach, AL
Job Table

Grade	Hourly Min	Hourly Mid	Hrly Max	Annl Min	Annl Mid	Annl Max	Department	Job Title
H	\$31.13	\$38.14	\$45.14	\$ 64,750	\$ 79,331	\$ 93,891	Finance	Accountant II
							Community Development	Assistant Engineer
							Coastal Resources - Administration	Coastal Regulatory Official
							Community Development	Deputy Building Official
							Parks & Recreation - Aquatics	Director of Operations - Aquatic Center
							Art Center	Director of Operations - Art Center
							Coastal Resources - Administration	Director of Operations - Coastal Resources
							Court	Director of Operations - Court
							Event Center	Director of Operations - Event Center
							Expect Excellence	Director of Operations - Expect Excellence
							Parks & Recreation	Director of Operations - Parks & Recreation Programs
							Parks & Recreation	Director of Operations - Parks & Recreation Special Events
							Parks & Recreation - Sportsplex	Director of Operations - Sportsplex
							Administration - HR	Manager - Benefits
							Administration - Legal	Paralegal Senior
							Community Development	Plans Examiner
							Administration	Procurement Officer
							Public Works	Superintendent – Facilities and Construction Projects
							Public Works - Landscape	Superintendent - Landscape
							Parks & Recreation	Superintendent - Parks and Recreation
							Sewer	Superintendent - Sewer Field Operations
							Sewer	Superintendent - Sewer Plant Operations
							Public Works - Street	Superintendent - Street
							Public Works - Street	Superintendent - Street (Shop Foreman-Mechanics)
I	\$35.19	\$43.29	\$51.38	\$ 73,195	\$ 90,043	\$ 106,870	Finance	Accountant Senior
							Community Development	City Planner
							Finance	Manager - Grants
							Administration	Manager - Public Relations
							Finance	Revenue Official
							Community Development	Staff Engineer
J	\$39.96	\$49.35	\$58.74	\$ 83,117	\$ 102,648	\$ 122,179	Community Development	Building Official
							Community Development	Chief Building Inspector
							Coastal Resources	Veterinarian / Program Manager - Wildlife Center
K	\$45.37	\$56.26	\$67.15	\$ 94,370	\$ 117,021	\$ 139,672	Coastal Resources-Administration	Assistant Director - Coastal Resources
							Finance	Assistant Director - Finance
							Parks & Recreation	Assistant Director - Parks & Recreation
							Public Works-Street	Assistant Director - Public Works
							Public Works - Street	Assistant Director - Public Works Sewer
							Fire	Deputy Chief - Fire Administration
							Fire	Deputy Chief - Fire Operations
							Police	Deputy Chief - Police Administration
							Police	Deputy Chief - Police Operations
L	\$55.13	\$68.78	\$82.44	\$ 114,669	\$ 143,069	\$ 171,469	Fire	Chief - Fire
							Police	Chief - Police
							Administration	City Clerk
							Administration	Executive Director - Administration
							Coastal Resources-Administration	Executive Director - Coastal Resources
							Community Development	Executive Director - Community Development
							Finance	Executive Director - Finance
							Administration (HR)	Executive Director - Human Resources
							Parks & Recreation	Executive Director - Parks & Recreation
							Public Works-Street	Executive Director - Public Works

City of Orange Beach, AL
Job Table

Grade	Hourly Min	Hourly Mid	Hrly Max	Annl Min	Annl Mid	Annl Max	Department	Job Title
M	\$67.26	\$84.08	\$100.90	\$ 139,901	\$ 174,886	\$ 209,872	Administration	Assistant City Administrator
							Community Development	City Engineer
N	\$77.02	\$96.27	\$115.53	\$ 160,202	\$ 200,242	\$ 240,302	Administration-Legal	City Attorney
O	\$88.19	\$110.23	\$132.28	\$ 183,435	\$ 229,278	\$ 275,142	Administration	City Administrator

City of Orange Beach, AL
Police Department Job Table

Grade	Hourly Min	Hourly Mid	Hrly Max	Annl Min	Annl Mid	Annl Max	Department	Job Title	Hours
PD - A	\$19.94	\$24.02	\$28.11	\$41,475	\$49,962	\$58,469	Police	Animal Control Officer	2080
							Police - Corrections	Corrections Officer	2080
							Police - Communications	Dispatcher	2080
							Police	Technician - Police Support Services	2080
PD - B	\$22.14	\$26.79	\$31.44	\$46,051	\$55,723	\$65,395	Police - Corrections	Corrections Corporal	2080
							Police	Lead Technician - Police Support Services	2080
PD - C	\$24.69	\$30.00	\$35.31	\$51,355	\$62,400	\$73,445	Police - Communications	Chief Dispatcher	2080
							Police	Intelligence Analyst	2080
PD - D	\$26.35	\$32.14	\$37.94	\$57,544	\$70,204	\$82,863	Police	Police Officer	2184
							Police	Police Officer - Intelligence	2184
							Police	Police Officer - Investigations	2184
							Police	Police Officer - K-9	2184
							Police	Police Officer - School Resource	2184
PD - E	\$27.67	\$33.75	\$39.84	\$57,554	\$70,200	\$82,867	Police	Police Officer - Community Relations	2080
PD - F	\$29.65	\$36.32	\$42.99	\$64,759	\$79,330	\$93,901	Police	Police Corporal	2184
PD - G	\$33.52	\$41.23	\$48.94	\$73,203	\$90,040	\$106,876	Police	Police Sergeant	2184
							Police	Police IT Administrator	2080
PD - H	\$38.06	\$47.00	\$55.94	\$83,114	\$102,645	\$122,177	Police	Police Lieutenant	2184

City of Orange Beach, AL
Fire Department Job Table

Grade	Hrly Min	Hrly Mid	Hrly Max	AnnI Min	AnnI Mid	AnnI Max	Department	Job Title	Hours
FD - A	\$19.94	\$24.02	\$28.11	\$ 41,469	\$ 49,971	\$ 58,472	Fire-Beach Safety	Lifeguard II	2080
FD - B	\$24.69	\$30.00	\$35.31	\$ 51,361	\$ 62,403	\$ 73,446	Fire	Specialist - Open Water Lifeguard	2080
FD - C	\$18.99	\$23.08	\$27.16	\$ 51,361	\$ 62,403	\$ 73,446	Fire	Firefighter EMT	2704
FD - D	\$32.69	\$38.92	\$45.14	\$ 68,000	\$ 80,951	\$ 93,901	Fire Fire	Fire Inspector Fire Public Information Officer	2080 2080
FD - E	\$25.15	\$29.94	\$34.73	\$ 68,000	\$ 80,951	\$ 93,901	Fire	Firefighter Medic	2704
FD - F	\$34.33	\$40.86	\$47.40	\$ 71,400	\$ 84,998	\$ 98,596	Fire-Beach Safety	Supervisor - Beach Safety	2080
FD - G	\$26.41	\$31.43	\$36.46	\$ 71,400	\$ 84,998	\$ 98,596	Fire	Fire Engineer	2704
FD - H	\$36.06	\$42.91	\$49.77	\$ 75,000	\$ 89,263	\$ 103,526	Fire Fire	Fire Logistics Officer Fire Training Officer	2080 2080
FD - I	\$27.74	\$33.01	\$38.29	\$ 75,000	\$ 89,263	\$ 103,526	Fire	Fire Lieutenant	2704
FD - J	\$37.50	\$44.44	\$51.38	\$ 78,000	\$ 92,438	\$ 106,876	Fire	Deputy Fire Marshall	2080
FD - K	\$28.85	\$34.19	\$39.53	\$ 78,000	\$ 92,438	\$ 106,876	Fire	Captain-Fire	2704
FD - L	\$39.96	\$49.35	\$58.74	\$ 83,114	\$ 102,645	\$ 122,177	Fire-Beach Safety Fire Fire Fire	Chief - Beach Safety Fire Division Chief - EMS Fire Division Chief - Training Fire Marshall	2080 2080 2080 2080
FD - M	\$30.74	\$37.96	\$45.18	\$ 83,114	\$ 102,645	\$ 122,177	Fire	Battalion Chief-Fire	2704



April 1, 2026

Mayor Kennon
City Council Members

Re: Amendment to 2026 Pay Plan

Dear Mayor Kennon and Council Members:

A final review of the City's 2026 pay plan was reviewed by the Compensation Study Consultant, Human Resources Management (HRM). HRM's recommendations as well as results from compensation study appeals are summarized below:

Grade A: HRM recommends referencing this part time range as "open."

Grade B: HRM recommends increasing the range maximum, which results in a change to the middle of the range.

Grade C: Added Assistant – Recreational Facility (Senior Center).

Grade D: Added Content Creator – Expect Excellence.

Grade E: HRM recommends adding the job title of Coordinator – Coastal Stewardship to more accurately reflect external market title and place the position in salary Grade E.

Grade F: Added Manager – Facility (Event Center).

Grade G: Move Plans Examiner to Grade H.

Grade H: Change of job title to more accurately reflect external market title (from Construction Manager to Superintendent – Facilities and Construction Projects).

Grade J: Add Veterinarian / Program Manager – Wildlife Center.

Grade M: HRM recommends combining City Engineer with Assistant City Administrator and increasing the maximum of the range.

PD-B: Change of title from Assistant Jail Supervisor to Corrections Corporal.

PD-C: Intelligence Analyst was inadvertently left off of original 2026 Pay Plan.

PD-G: Move Police IT Administrator from PD-D.

Sincerely,

Ford Handley
City Administrator



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 7, 2026**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for Rifle Range Site Work at the Shooting Complex. (WS/TR)

Background/Description: Bid opening scheduled for April 16, 2026.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 7, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a Memorandum of Understanding between the Orange Beach Fire Rescue Department and the Escambia County Fire Rescue Department. (JS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-21-26 26-xxx Authorize MOU Escambia County Fire Department ECFD
2. 2026.04.02 MOU Escambia County Fire Department ECFD

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
MEMORANDUM OF UNDERSTANDING BETWEEN THE
ORANGE BEACH FIRE RESCUE DEPARTMENT AND THE
ESCAMBIA COUNTY FIRE RESCUE DEPARTMENT**

FINDINGS:

1. The City of Orange Beach Fire Rescue Department (“OBFD”) and the Escambia County Fire Rescue Department (“ECFD”) have recognized an overlapping demand for fire and rescue services in their respective jurisdictions due to their close proximity.
2. The OBFD and the ECFD have reached an understanding (attached Exhibit A) whereby each department may automatically request the dispatch of the partnering agency upon receipt of calls for structure fires in certain areas.
3. After having reviewed the attached Memorandum of Understanding, 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 given the non-binding nature of this Memorandum of Understanding, the Mayor or his designee is hereby authorized to execute said Memorandum in substantially the form and of substantially the content now before the City Council between the City of Orange Beach Fire Rescue Department and the Escambia County Fire Rescue Department, 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 21st DAY OF APRIL, 2026.

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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 21, 2026.

City Clerk

MEMORANDUM OF
UNDERSTANDING

City of Orange Beach Fire/Rescue - Escambia County Fire/Rescue

WHEREAS, this Memorandum of Understanding (MOU) is made and entered into by and between the City of Orange Beach Fire/Rescue Department (OBFD) and the Escambia County Fire/Rescue Department (ECFD) on the ___ day of April, 2026; and

WHEREAS, the parties to this MOU recognize the requirement and duty to provide citizens and visitors with proficient, well equipped, professional fire and rescue services; and

WHEREAS, the City of Orange Beach, Alabama, and Escambia County, Florida, are in close proximity and share overlapping demands for fire rescue services; and

WHEREAS, the parties recognize mutual aid and cooperation can enhance fire rescue services and responses for those citizens and visitors in both parties' respective jurisdictions.

NOW, THEREFORE, IT IS UNDERSTOOD BY THE PARTIES AS FOLLOWS:

1. The Communications Districts of each agency may automatically request the dispatch of the partnering agency upon receipt of calls for structure fires in the following areas:
 - a. Orange Beach - All areas east of Perdido Pass to the Alabama/Florida state line.
 - b. Escambia County - All areas west of the Theo Barrs Bridge to the Alabama/Florida state line.
2. The officer on the first arriving company will take command of the incident until relieved by the appropriate authority. Overall, the Fire/Rescue Department with primary jurisdiction, upon arrival at the scene, will assume command of the incident.
3. Each party shall be solely responsible for the negligent and wrongful acts of its employees and agents. However, this provision shall not be construed as a waiver of sovereign immunity or consent to be sued by third parties in any matter arising out of this Agreement.
4. Each party agrees to maintain adequate insurance coverage for its equipment and personnel.
5. Each party agrees to establish and conduct the following at mutually agreeable times and locations:
 - a. Standard procedures related to the safe and effective implementation of this agreement: Including but not limited to, Joint Incident Command, Communications, and Operations.
 - b. Joint training conducted quarterly as required by ISO (3 hours quarterly).
 - c. Other mutually agreeable activities that facilitate this agreement.
6. This MOU may be terminated or amended by either party at any time.

Signed: _____

Fire Chief Jeff Smith

Signed: _____

Fire Chief Adam Harrison



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 7, 2026**

Departments: City Clerk

Description of Topic: Resolution appropriating funds to the Baldwin County District Attorney's Foundation to sponsor the 2026 Paddles for a Purpose Pickleball Tournament. (GH/JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-21-26 26-xxx Appropriate Funds Baldwin County District Attorney Fundraiser
2. Baldwin County District Attorney Foundation Pickleball Fundraiser Sponsorship Form

RESOLUTION NO. 26-xxx

**A RESOLUTION APPROPRIATING FUNDS TO THE
BALDWIN COUNTY DISTRICT ATTORNEY'S FOUNDATION TO SPONSOR THE
2026 PADDLES FOR A PURPOSE PICKLEBALL TOURNAMENT**

FINDINGS:

1. The Baldwin County District Attorney's Foundation (hereinafter the "BCDA Foundation") is a 501(c) non-profit organization that raises funds for the Baldwin County District Attorney's Office (hereinafter the "BCDAO") to enhance and support victim services, investigative tools, training for prosecutors, and community education initiatives.
2. Baldwin County is the fastest growing county in Alabama, and with such growth comes an increased demand on the County's criminal justice system. This also creates a higher demand for the BCDAO as they strive to ensure cases are prosecuted effectively and victims are supported, informed, and treated with dignity throughout the process.
3. The BCDA Foundation is hosting the 2026 Paddles for a Purpose Pickleball Tournament on May 9, 2026, and has requested local organizations to sponsor the tournament. Each level of sponsorship provides various marketing opportunities for the sponsors as detailed on page 3 of the attached Exhibit A.
4. It is the responsibility of the City of Orange Beach (hereinafter the "City") to appropriate and expend funds for the prosecution of crimes and support of victims within our Police Jurisdiction pursuant to Alabama Code Chapter 11, Section 47. The BCDAO aids in these efforts and funds provided by the City will be used to further meet these needs.
5. The City wishes to sponsor the BCDA Foundation's 2026 Paddles for a Purpose Pickleball Tournament in support of the BCDAO.
6. The City Council of the City of Orange Beach has determined that appropriating funds to the Baldwin County District Attorney's Foundation by way of sponsorship of the 2026 Paddles for a Purpose Pickleball Tournament furthers a public purpose by providing resources to better prosecute crime and support victims thereby promoting the health, safety, security, and general welfare of the community.

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 appropriation of funds to the Baldwin County District Attorney's Foundation serves a public purpose and is in the best interest of the City, hereby appropriates the sum of _____ (\$_____) to the BCDA Foundation by way of sponsorship of the 2026 Paddles for a Purpose Pickleball Tournament; and
2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 21st DAY OF APRIL, 2026.

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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 21, 2026.

City Clerk



Dear Friend of the Community,

On behalf of the Baldwin County District Attorney's Office and the Baldwin County District Attorney's Foundation, I would like to personally invite you to partner with us for our upcoming Pickleball Tournament on May 9th. This event is more than a day of friendly competition, it is an opportunity for our community to come together in support of justice, public safety, and the victims we serve every day.

Baldwin County is the fastest-growing county in Alabama, now exceeding 250,000 residents, which is an increase of more than 7.5% since 2020. With that growth comes increased demand on our criminal justice system, including rising felony and misdemeanor caseloads. While our commitment to serving this community remains unwavering, the reality is that resources must grow alongside the population we protect.

The BCDA Foundation is a 501(c)(3) that plays a critical role in helping bridge that gap. Funds raised through this tournament directly support victim services, investigative tools, training for prosecutors and law enforcement partners, and community education initiatives. These are the resources that allow our office to not only prosecute cases effectively, but to ensure victims are supported, informed, and treated with dignity throughout the process.

Your sponsorship is not simply a donation but rather an investment in the safety and well-being of our community. By partnering with us, you are helping ensure that justice in Baldwin County remains strong, responsive, and focused on those who need it most.

We hope you will consider joining us as a sponsor and being part of an event that reflects the heart, growth, and resilience of Baldwin County. Thank you for your continued support of our office and for all you do to make our community a safer place to live, work, and raise families. We look forward to the possibility of partnering with you on May 9th and are grateful for your consideration.

With sincere appreciation,

A handwritten signature in black ink, which appears to read "Robert Wilters". The signature is fluid and cursive, written in a professional style.

Robert Wilters

Baldwin County District Attorney

All Donations & Sponsorships are Tax Deductible



BALDWIN COUNTY DA FOUNDATION

2026 Paddles for a Purpose Pickleball Tournament

Hosted by the Baldwin County District Attorney's Foundation

Sponsor/Business Name: _____

Contact Person: _____

Phone: _____ **Email:** _____

Mailing Address: _____

Sponsorship Level (check one):

☐ \$2,500 – Grand Slam Title Sponsor

☐ \$1,000 – Ace Sponsor

☐ \$500 – Court Sponsor

☐ \$250 – Justice Rally Sponsor

☐ \$100 – Pickle Partner

Payment Method:

☐ Check (Payable to *Baldwin County District Attorney's Foundation*)

☐ Stripe (Please ensure the amount **matches** the sponsorship level you are choosing; QR Code on last page)

Signature: _____ **Date:** _____

Return Form & Payment To:

Baldwin County District Attorney's Foundation

101 Hand Ave, Bay Minette, AL 36507

Forms can be returned via email or dropped off at the Hand Ave location front desk window to Carmen Flowers.

Sponsorship Opportunities

\$100 – Pickle Partner

- Name listed on event flyer/program
- Social media shout out (group thank you post)
- Recognition during event announcements

\$250 – Justice Rally Sponsor

- All of the above, plus:
- Small logo on event banner/poster
- Name announced at the start of a match
- Recognition on DA's office social media (individual sponsor post)

\$500 – Court Sponsor

- All of the above, plus:
- Large logo on signage by one court
- Option to provide business swag for player bags (pens, coupons, koozies, etc.)
- Name/logo listed on official tournament bracket board

\$1,000 – Acc Sponsor

- All of the above, plus:
- Logo featured on player swag item (towel, visor, paddle cover – depending on final item)
- Featured in opening and closing remarks at the event
- Complimentary team entry (2 players)
- Recognition during awards ceremony

\$2,500 – Grand Slam Title Sponsor

- All of the above, plus:
- Exclusive naming rights: *"Paddles for a Purpose presented by [Sponsor Name]"* on all promotions, press, and signage
- Logo featured most prominently on all materials (banners, flyers, bracket boards, swag bags)
- Recognition in all press coverage and interview as the event's presenting sponsor
- Opportunity to speak or present awards during closing ceremony
- Complimentary for two teams (4 players total)

Which Fundraising Team recruited you? Please select one.

- ☐ **Team Breland:** Samantha Breland-Mullinix, Carmen Flowers, Mark Prine, Lorrie Jones, Chrissy Watson, Brenda Culver, Andrea Chastang, Jodee Crites, Kimberly Kelly
- ☐ **Team Brannan:** Patrick Brannan, Lisa Byrd, Tammy Tolbert, Preston Huggins, Skyler White, Patrick Doggett, Jessyka Scott, Bridgett Davis, Shelby Beech
- ☐ **Team Morgan:** Brianna Morgan, Lindsey Davis, Lilly Clemmons, Reagan Nolfie, John Oxford, Kerry Gaull, Amy Gilkey, Anthony Dobson
- ☐ **Team Self:** Jordan Self, Sara Peavy, Heidi Bailey, Jake Mika, Olivia Penry, Samantha Stevens, Kristi Hagood, Brandilyn Lascari
- ☐ **Team Wilcox:** Courtney Wilcox, Charity Hacker, Karey Rail, Tucker Clay, Lisa Chamberlain, LeAnna Petrey, Sydne Corello, Tammy Wilson

To ensure full sponsor recognition, all forms must be submitted by **April 8, 2026**. Sponsorships received after this deadline will receive recognition via social media only.

Thank you! Your generosity helps ensure the Baldwin County District Attorney's Office continues to serve our community with excellence, integrity, and purpose. Together, we're making a lasting impact — one paddle at a time.





**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 7, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the City of Orange Beach to join as a participant in current and future opioid settlements. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-21-26 26-xxx Authorize Participation Opioid Settlements Remnant Defendants
2. 2026.04.03 Settlement Agreement Opioid Six Remnant Defendants

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE CITY OF ORANGE BEACH TO JOIN
AS A PARTICIPANT IN CURRENT AND FUTURE OPIOID SETTLEMENTS**

FINDINGS:

1. The opioid epidemic continues to impact communities in the United States, the State of Alabama, and the City of Orange Beach, Alabama.
2. The City of Orange Beach has suffered harm and will continue to suffer harm as a result of the opioid epidemic.
3. The State of Alabama and some Alabama local governments have filed lawsuits against opioid manufacturers, distributors, and retailers (“Opioid Litigation”) and have negotiated and approved Settlement Agreements with a variety of these entities, many of which the City has joined as a participant therein.
4. A new Settlement Agreement has been negotiated and approved on a national level wherein Settlements will be distributed only and directly to participating parties, rather than certain amounts being allocated and distributed on a State-by-State basis. This Settlement Agreement has been reached with Associated Pharmacies, Inc (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics), collectively known as the “Six Remnant Defendants”, and includes a one-time lump sum payment to each eligible participating entity.
5. The City expects that future suits of similar nature may be forthcoming against other defendants.
6. The City often faces a strict timeline for authorization to enter into these Opioid Settlement Agreements as the negotiating parties and defendants wish to move quickly in an effort to rectify the damages caused by the opioid epidemic.
7. The City of Orange Beach finds the terms of the Settlement Agreement with the Six Remnant Defendants acceptable and in the best interest of the community. The City understands that final settlement allocations may be modified by the Court.
8. The City recognizes the similarity amongst Settlement terms and conditions in each Opioid Settlement Agreement its participation City Council has authorized and understands any future Opioid Settlement Agreements are likely to follow this pattern.
9. The City finds that participation in the Six Remnant Defendants Opioid Settlement is in the best interest of Orange Beach and its citizens.
10. The City finds that participation in any other future applicable Opioid Settlements is in the best interest of Orange Beach and its citizens.

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

1. That Orange Beach hereby approves joining in the settlement of opioid claims against the Six Remnant Defendants as approved by the Court and the allocation and use of Settlement Funds as generally described in the Settlement Agreement and Sign-On Agreement because such a plan would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic;

2. That Orange Beach hereby approves joinder to future settlement of opioid claims against other opioid manufacturers, distributors, and retailers as approved by the Court and the allocation and use of Settlement Funds as generally described in their Settlement Agreements and Sign-On Agreements, so long as such plans would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic;
3. That the Mayor is expressly authorized to execute the Six Remnant Defendants Settlement Participation Agreement and to execute any formal agreements necessary to implement the Settlements and allocate and use Settlement Funds pursuant to said agreements subject to approval by the City Attorney;
4. That the Mayor is authorized to execute future Opioid Settlement Participation Agreements and to execute any formal agreements necessary to implement the Settlements and allocate and use Settlement Funds, subject to final approval by the City Attorney;
5. That the Mayor is hereby authorized to execute any formal agreement and related documents evidencing Orange Beach's agreement to the settlement of future Opioid Settlement claims and litigation related to the Opioid Epidemic, subject to final approval by the City Attorney;
6. That the Mayor is authorized to take such other action as necessary and appropriate to effectuate Orange Beach's participation in the Six Remnant Defendants Settlement and any other future applicable Settlements related to the Opioid Epidemic, subject to final approval by the City Attorney; and
7. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 21st DAY OF APRIL, 2026.

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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 21, 2026.

City Clerk

EXHIBIT G

Six (6) Remnant Defendants' **Combined Subdivision Participation and Release Form** **("Combined Participation Form")**

Governmental Entity: Orange Beach city	State: AL
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the six (6) Remnant Defendants' Settlement Agreement ("RDSA"), dated February 3, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).
2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in the RDSA. With respect to any Released Claims pending in *In Re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.
4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating



Subdivisions as defined therein.

5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.
8. The Governmental Entity has the right to enforce the RDSA as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The RDSA shall be a complete bar to any Released Claim against the Released Entities.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.
11. In connection with the releases provided in the RDSA, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.



A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in the RDSA, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the RDSA.

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 7, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a purchase agreement for the sale of the Orange Beach Event Center at the Wharf. (JL/FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-21-26 26-xxx Authorize Purchase Agreement Real Property Sale Orange Beach Event Center at the Wharf

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT
FOR THE SALE OF THE ORANGE BEACH EVENT CENTER AT THE WHARF**

FINDINGS:

1. The City of Orange Beach, Alabama, currently owns certain tracts of real property referred to collectively as the Orange Beach Event Center at The Wharf (hereinafter the "OBEC"), more accurately identified within the Baldwin County Revenue Commissioner's records as (i) PIN 312232, Parcel Number 05-66-01-01-2-001-003.015 and (ii) PIN 312234, Parcel Number 05-66-01-01-2-001-003.017.
2. The City has declared the ownership of these properties as unneeded for municipal purposes by Ordinance No. 26-____, passed by City Council on April 7, 2026. The City wishes to sell the OBEC under the authority granted by Ala. Code 1975 §11-47-20.
3. The Wharf has expressed an interest in purchasing the OBEC for a price of Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) in conjunction with other terms as described in the attached Purchase Agreement (attached Exhibit A).
4. Having reviewed the attached Agreement, the City Council has determined that it is in the best interest of the City of Orange Beach, to authorize the execution of the Purchase Agreement for the sale of the OBEC.

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

1. That the Council hereby authorizes the Mayor to negotiate, enter into and execute a Real Estate Purchase Agreement with The Wharf for the sale of the OBEC at the purchase price set forth above, and on such other terms and conditions as he shall determine advisable in form and substance as set forth attached hereto subject to Approval by the City Attorney, which approval shall be evidenced by execution of the said Real Estate Purchase Agreement. The Mayor is hereby further authorized, in the name and on behalf of the City, to negotiate, enter into, execute, acknowledge and deliver said Real Estate Purchase Agreement, and the City Clerk is hereby authorized to affix to the Real Estate Purchase Agreement the seal of the City and to attest the same;
2. That the Mayor and City Clerk are hereby authorized to execute, deliver, seal and attest such other agreements, undertakings, documents, closing statements, affidavits and certificates, and to take such other actions on behalf of the City as may be necessary or desirable to carry out the transactions contemplated by this Resolution and the above-referenced Real Estate Purchase Agreement; and
3. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 21st DAY OF APRIL, 2026.

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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 21, 2026.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 7, 2026**

Departments: Coastal Resources

Description of Topic: Resolution authorizing the execution of a State-Subrecipient Disaster Assistance Agreement with the State of Alabama for an Orange Beach First Responder Hurricane Safe Room. (NW)

Background/Description: Since March of 2021, the First Responder Safe Room project has been working through the approvals of FEMA's Hazard Mitigation program and has officially been obligated by FEMA. The safe room will be a one-story concrete structure with 10,088 square feet with an occupancy of 249 persons and will be located on the same property as the shooting range.

Action Options/Recommendation:

Source of Funding (if applicable): FEMA will fund 90% of the project.

ATTACHMENTS:

1. 04-21-26 26-xxx Authorize Subrecipient Grant Agreement FEMA HMGP Safe Room
2. 4563-0030 Orange Beach State Approval Letter
3. Approval Letter from FEMA
4. 4560-0030 Orange Beach Sub Recipient Agreement

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
STATE-SUBRECIPIENT DISASTER ASSISTANCE AGREEMENT WITH
THE STATE OF ALABAMA FOR THE
ORANGE BEACH FIRST RESPONDER HURRICANE SAFE ROOM**

FINDINGS:

1. On September 17, 2024, Orange Beach City Council adopted Resolution No. 24-187 authorizing the submittal of a Hazard Mitigation Grant Program (HMGP) application for a First Responder Safe Room.
2. The City of Orange Beach has received a Notice of Award from the State of Alabama Emergency Management Agency (AEMA), acting as Administrative Agent for the Federal Emergency Management Agency (FEMA), offering federal financial assistance through the Hazard Mitigation Grant Program (HMGP) for an Orange Beach First Responder Hurricane Safe Room.
3. The grant award is in the amount of \$6,491,164.90 with a federal share of \$5,842,048.41 (90%) and a non-federal share of \$649,116.49 (10%). Terms are set forth in the State-Subrecipient Disaster Assistance Agreement (CFDA #97.039 DR-4563-0030-R – Attached Exhibit A)
4. The funds awarded will be utilized to construct a First Responder Hurricane Safe Room to act as a base of operations for Orange Beach emergency response teams during disasters.
5. After having reviewed said Agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor and City Clerk are hereby authorized to execute and attest the State-Subrecipient Disaster Assistance Agreement between the City of Orange Beach and the State of Alabama 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, subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 21st DAY OF APRIL, 2026.

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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 21, 2026.

City Clerk



KAY IVEY
GOVERNOR

STATE OF ALABAMA EMERGENCY MANAGEMENT AGENCY

5898 COUNTY ROAD 41 • P.O. DRAWER 2160 • CLANTON, ALABAMA 35046-2160
(205) 280-2200 FAX # (205) 280-2495



JEFF SMITHERMAN
DIRECTOR

March 25, 2026

Mayor Tony Kennon
City of Orange Beach
4099 Orange Beach Blvd.
P O Box 458
Orange Beach, AL, 36561-0458
Subject: Hazard Mitigation Grant Program Award for DR-4563-0030 City of Orange
Beach 1st Responder Hurricane Safe Room

Dear Mayor Kennon,

The Federal Emergency Management Agency (FEMA) has notified this office that the above-referenced project is approved, and the federal funds obligated. The project has been approved for \$6,491,164.90 with a federal share of \$5,842,048.41 (90%) and non-federal share of \$649,116.49 (10%). In conjunction with the award of the project, the Recipient has requested FEMA approval of Subrecipient Management Costs (SRMC) for estimated Personnel expenses. Based on the Subrecipient's management cost request, \$324,558.25 is set aside for the sub-recipient.

Enclosed is a copy of the State-Sub-recipient Agreement; execute and return one copy to AEMA Mitigation via US Mail and retain the other copy for your files. Please fully read this agreement and pay close attention to #1 and #17. Note that #17 on the State-Sub-recipient Agreement states: "The Sub-recipient will begin project work within 90 days of FEMA Approval Letter date of the grant and complete all items of work within the specified period of performance period of performance ending **6/20/26**, unless an extension is granted to extend the time frame. Please note your special conditions required for this project. This information can be found accompanying the attached FEMA approval letter.

Quarterly progress reports are required each quarter until project completion. The first quarterly progress report will be due on **July 15, 2026** and will report on activities completed during 3rd quarter Dates. Each subsequent report will be due following the end of each quarter (Jan 15, April 15, July 15 and Oct. 15).

If you need additional information concerning this approval and the administration of this project, please contact Dani Nevins 205-299-7051, danielle.nevins@ema.alabama.gov or mitigation@ema.alabama.gov.

La'Tonya Stephens
Director of Recovery Operations



March 16, 2026

Mr. Jeff Smitherman, Director
Alabama Emergency Management Agency
Post Office Drawer 2160
Clanton, Alabama 35046-2160

Attention: Ms. Kristy Ray, State Hazard Mitigation Officer

Reference: Hazard Mitigation Grant Program (HMGP)
Project DR-4563-0030 -R
City of Orange Beach 1st Responders Hurricane Safe Room- Approval

Dear Mr. Smitherman,

I am pleased to inform you that the project referenced above has been approved for \$6,491,164.90 with a federal share of \$5,842,048.41 (90%) and a non-federal share of \$649,116.49 (10%).

In conjunction with the award of the project, the Recipient has requested FEMA approval of Subrecipient Management Costs (SRMC) for estimated Personnel expenses. Based on the Subrecipient's management cost request, \$324,558.25 is set aside for the subrecipient.

The following is the approved Scope of Work (SOW) for the above referenced project:

City of Orange Beach, AL, the subapplicant proposes to construct a stand-alone, one-story concrete structure with 10,088 SF, with useable space of 4,983 SF to be located at TBD Orange Beach Blvd., Orange Beach, AL 36535 (street number TBD). In addition, this project includes the purchase and installation of a backup power supply, which will be a Bi-Fuel Propane/Natural Gas 300 kW generator with Automatic Transfer switch for backup power in a FEMA compliant protective enclosure. The dual purpose hurricane community safe room will provide protection to 1st Responders, including critical and essential personnel, during severe events and when not in use it will serve as a training room and meeting space. The Safe Room will protect 249 occupants and can withstand winds up to 200 mph. The facility will be designed and constructed in compliance *with the latest FEMA P-361 and ICC 500*; ADA requirements and in compliance with all federal, state, local codes, ordinances and standards.

Site Location(s):

	Address	GPS Coordinates
1	TBD Orange Beach Blvd., Orange Beach, AL 36535	30.330617, -87.630118

Special Conditions:

Please refer to the attached Record of Environmental Considerations (REC) dated **September 3, 2025**.

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders. This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Special Conditions required on implementation of Projects:

National Historic Preservation Act (NHPA) Condition: A final report with edits as requested by THPO will be submitted and accepted prior to project closeout.

NHPA Condition: If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The subrecipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The subrecipient's contractor will provide immediate notice of such discoveries to the applicant. The subrecipient shall contact the Alabama Historical Commission and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Alabama Statutes, Section 13A-7-23.1

Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106.

If archaeological materials are encountered during construction, the procedures codified at 36 CFR 800.13(b) will apply. Archaeological materials consist of any items, fifty years old or older, which were made or used by man. These items include but are not limited to, stone projectile points (arrowheads), ceramic sherds, bricks, worked wood, bone and stone, metal, and glass objects. The federal agency or the applicant receiving federal assistance should contact our office immediately. If human remains are encountered, the provisions of the Alabama Burial Act (Code of Alabama 1975, §13A-7-23.1, as amended; Alabama Historical Commission Administrative Code Chapter 460-X-10 Burials) should be followed. This stipulation shall be placed on the construction plans to ensure contractors are aware of it.

Should this project inadvertently discover an archeological site or object(s) we request that you immediately contact the Eastern Shawnee Tribe, as well as the appropriate state agencies (within 24 hours). We also ask that all ground disturbing activity stop until the Tribe and State agencies are consulted. Please note that any future changes to this project will require additional consultation.

Subrecipient Management Costs (SRMC):

Expenditure of subrecipient management costs must adhere to FEMA Policy #104-11-1 Hazard Mitigation Grant Program Management Costs (Interim) signed November 14, 2018. Any activities that are directly related to a project are not eligible under management costs. For example,

architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs. For further explanation, please refer to the HMA guidance.

Quarterly Progress Reports:

Per 44 CFR 206.438(c), recipients must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report should also include any problems or circumstances affecting completion dates, scope of work, or project cost that may result in non-compliance with the approved grant conditions. Please include this HMGP project in your future quarterly reports.

Scope of Work Changes:

The recipient must obtain prior approval from FEMA before implementing changes to the approved project SOW. Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR 200:

- The Recipient must obtain prior written approval for any budget revision which would result in a need for additional funds.
- A change in the scope of work must be approved by FEMA in advance regardless of the budget implications.
- The Recipient must notify FEMA as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.

Period of Performance:

FEMA will not establish activity completion timeframes for individual subgrants. Recipients are responsible for ensuring that all approved activities are completed by the end of the grant Period of Performance (POP). The POP for DR-4563 is **June 20, 2026**. Any extensions of the grant POP must be submitted to FEMA 60 days prior to the expiration date. The State must submit all financial, performance, and other reports required as a condition of the grant prior to **September 18, 2026**.

Project Closure:

In accordance with 44 CFR, Section 206.438(d) the Governor's Authorized Representative (GAR) is required to "certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement." Therefore, to close this project, the GAR shall send a letter requesting closure to include the above certifications, as well as the following:

- Date work on the project was fully completed
- Date of the recipient's final site inspection for the project
- Total final project cost, with the Federal and Non-Federal share
- Identified cost underrun (Fed and non-Fed share) as applicable
- Documentation that any conditions of the grant have been complied with, to include programmatic, environmental, and/or other conditions as identified in the award letter or Record of Environmental Consideration (REC)

- Certification from a licensed Professional Engineer or a Registered Architect, that the safe room and all items that contribute to the operation of the safe room have been constructed to meet or exceed FEMA Publication 361 for community safe rooms including but not limited to the foundation and safe room anchoring requirements, doors, windows, exterior above-ground generators and attendant fuel sources, electrical or passive ventilation, communications equipment, signage, steps, stairs, elevators, lifts and eligible below ground electrical lines.
- Documentation that demonstrates the required hazard insurance has been secured if located within the FEMA identified Special Flood Hazard Area.
- Photographs of the structure.
- Final latitude and longitude of the safe room with an accuracy of +/- 20 meters.
- A copy of the Recipient's final site inspection report.

For more information about closeout requirements please see 2015 HMA guidance Part VI. Award Administration Information, page-90.

The Obligation Report and Record of Environmental Consideration are enclosed for your records. The Management report is available in NEMIS. The obligated funds are available for withdrawal from the Payment Management System on sub-account number **4563DRALP00000305**.

If you have any further questions, please contact Cristina Muresan-Trott at 267-319-6337.

Sincerely,

SHEMEEKA H
JOHNSON

Digitally signed by
SHEMEEKA H JOHNSON
Date: 2026.03.16 15:11:16
-04'00'

Shemeeka H. Johnson, Chief
Hazard Mitigation Assistance Branch
Mitigation Division

Enclosure (s)

Obligation Report No. 17

Record of Environmental Consideration (REC)

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4563	30 -R	0	32	1	17	AL	Statewide

Subrecipient: Orange Beach

Project Title : City of Orange Beach 1st Responder Hurricane Safe Room

Subrecipient FIPS Code: 003-57144

Total Amount Previously Allocated		Total Amount Previously Obligated		Total Amount Pending Obligation		Total Amount Available for New Obligation		
\$5,842,048.41		\$5,842,048.41		\$0.00		\$0.00		
Project Amount		Subrecipient Management Cost Amount		Total Obligation		IFMIS Date	IFMIS Status	FY
\$5,842,048.41		\$324,558.25		\$6,166,606.66		03/04/2026	Accept	2026

CommentsDate: 03/04/2026 User Id: ~~DBURKETT~~

~~Comment: 4503-0021-R-DR-AL-HM-Summerdale (05/10/2026) Period of Performance 05/02/2026 Application 18 Summerdale 1st Responder C Allocation 16 Federal share \$2,384,549.10 SRMC \$132,474.95 total obligation \$2,517,024.05, Embargo date 03/04/2026 HMO approve Supplement 16.~~

Date: 03/04/2026 User Id: CMURESAN

Comment: DR-4563-AL MA (by delegation/direction of FEMA R4 MIT Sr. Leadership & HQ Grants) approves Allocation #16 totaling \$6,166,606. (\$5,842,048.41 in Federal Share project costs and \$324,558.25 in SRMC) for eligible costs and activities to implement the one (1) undermentioned project for new funding:

The following one (1) project is NOT included in the March 2026 Spend Plan:

DR-4563-AL MA (by direction of FEMA R4 MIT Sr. Leadership & HQ Grants) approves Allocation #16 totaling \$6,166,606.66 (\$5,842,048.41 in Federal Share project costs and \$324,558.25 in SRMC) for eligible costs and activities to implement the undermentioned project. Project Total: \$6,491,164.90.

1. DR-4563-0030-R-AL (Appl ID 32), Orange Beach, Orange Beach 1st Responder Hurricane Safe Room, New Funding, \$6,166,606.66 Federal Share (\$5,842,048.41 in Federal Share project costs and \$324,558.25 in SRMC). Total Project Cost: \$6,491,164.90.

- Project is NOT included in the March 2026 Spend Plan.

- Project is LPN (and not SFM), Available to obligate 03/04/2026: Below LPN Excerpt & Link:

<https://usfema.sharepoint.com/teams/OCFO/DGM/Lists/Large%20Project%20Notification/AllItems.aspx#InplviewHash6584e577-6421>

26280 NoState of Alabama, City of Orange Beach 1st Responders Hurricane Safe Room

NoActive - Cleared to Obligate 1/28/2026 2/26/2026 OCFO List 9/29/26/2026 30-Cristina Muresan Trott Victor Perez

Robles, Shannon

Coulter \$6,166,606.66 4563 39/16/2025 HM HMGP NEMIS 9/26/2025 9/29/2025 9/29/2025 30/2025 2/27/2026 2/27/2026 3/4/2026 No issues No 4563 DR ALP000003052/27/2026 5:11 PM Coulter, Shannon

- LHMP: Expiration Date: Division A Multijurisdictional HMP - Phase 2: Expires 5/10/2026

The current Period of Performance (POP) for DR-4563-AL ends 06/20/2026.

Obligation							
Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4563	30 -R	0	32	1	17	AL	Statewide

Subrecipient: Orange Beach

Project Title : City of Orange Beach 1st Responder Hurricane Safe Room

Subrecipient FIPS Code: 003-57144

Comments

Date: 03/17/2026 User Id: ZDARBY2

Comment: CORRECTED HMO COMMENT: 4563-0030-R-DR-AL-HM Orange Beach Grant POP 06/20/2026 Application 32 City of Orange Beach Responder Hurricane Safe Room Project Allocation 16 No Spend Plan Federal share \$5,842,048.41 SRMC \$324,558.25 Total obligation \$6,166,606.66 Supplement 17 approved HMO

Authorization

Preparer Name: CRISTINA MURESAN TROTT Preparation Date: 03/04/2026

HMO Authorization Name: DEBORAH BURKETT HMO Authorization Date: 03/04/2026

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: HMGP-4563-0030-AL (1)

Title: City of Orange Beach First Responder Community Saferoom, Baldwin County

NEPA DETERMINATION

Non Compliant Flag: No

EA Draft Date:

EA Final Date:

EA Public Notice Date:

EA Fonsi Date:

Level: CATEX

EIS Notice of Intent Date:

EIS ROD Date:

Comments: SOW: City of Orange Beach, Baldwin County, AL, subrecipient proposes to build a new 10,088 ft standalone dual-purpose community saferoom with generator and associated features at TBD Orange Beach AL, 36561 (30.330617, -87.630118). - vyin - 09/03/2025 11:55:59 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n8	(*n8) Federal Assistance for New Construction Activities of Less Than One Acre in Undisturbed or Undeveloped Areas. Federal assistance for new construction and associated site preparation activities in undisturbed or undeveloped areas when the activities comprise less than one acre and follow best management practices to control noise, water, and air pollution. This category does not apply to new construction in undisturbed or undeveloped floodplains, wetlands, or seaward of the limit of moderate wave action (or V zone when the limit of moderate wave action has not been identified). This CATEX covers the range of activities typically necessary for new construction, including field work (e.g. borings, site inspection) and temporary staging and use of construction equipment and vehicles.	Yes
*n18	(*n18) Federal Assistance for Construction or Installation of Structures, Facilities, or Equipment to Ensure Continuity of Operations. Federal assistance for the construction or installation of measures for the purpose of ensuring the continuity of operations during incidents such as emergencies, disasters, flooding, and power outages involving less than one acre of ground disturbance. Examples include the installation of generators, installation of storage tanks of up to 10,000 gallons, installation of pumps, construction of structures to house emergency equipment, and utility line installation. This CATEX covers associated ground disturbing activities, such as trenching, excavation, and vegetation removal of less than one acre, as well as modification of existing structures.	

EXTRAORDINARY CIRCUMSTANCES

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comments
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: HMGP-4563-0030-AL (1)

Title: City of Orange Beach First Responder Community Saferoom, Baldwin County

Environmental Law/ Executive Order	Status	Description	Comments
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is located in a coastal zone area and/or affects the coastal zone	
	Completed	State administering agency does not require consistency review - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	EO 11988: Project site is located in an Unshaded X zone per Baldwin County FIRM panel 01003C0934M dated 04/19/2019. - vyin - 09/03/2025 11:58:22 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	EO 11990: Project is not located in wetlands per review of USFWS National Wetlands Inventory (NWI) mapper, accessed 08/25/2025. - vyin - 09/03/2025 11:58:35 GMT
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	ESA: Per review of the Services best available data of threatened and endangered species including designated critical habitat(s) for the proposed action area(s). - vyin - 09/03/2025 11:56:32 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement (enter date in comments).	NHPA: Per the Alabama Programmatic Agreement executed November 06, 2020, and modified October 26, 2022, the project SOWC required consultation. Consultation was sent out to the Alabama Coushatta Tribe of Texas, the Choctaw Nation of Oklahoma, the Coushatta Tribe of Louisiana, Jena Band of Choctaw Indians, Kialegee Tribal Town, MS Band of Choctaw Indians, Muscogee (Creek) Nation, Poarch Band of Creek Indians, Seminole Nation of Oklahoma, Thlopthlocco Tribal Town, and SHPO on 2/11/2025. SHPO concurred with No Historic Properties Affected on 3/5/2025. THPO

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: HMGP-4563-0030-AL (1)

Title: City of Orange Beach First Responder Community Saferoom, Baldwin County

Environmental Law/ Executive Order	Status	Description	Comments
			requested survey on 2/28/2025. Continued consult-phase I survey sent out on 5/27/25; THPO response with questions/comments received 6/25/25. As survey methodology meets state standards and requested revisions are within background/history section of report, project can be cleared with No Historic Properties Affected. Final revised report meeting THPO edits will be conditioned upon closing: SEE CONDITIONS - dabbottj - 09/02/2025 18:53:44 GMT
	Completed	No properties in the project area are 50 years or older or listed on the National Register - Review concluded	
	Completed	Project affects undisturbed ground	
	Completed	Project area has potential for presence of archeological resources	
	Completed	Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence attached) - Review concluded	
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

NHPA Condition: A final report with edits as requested by THPO will be submitted and accepted prior to project closeout.

Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No

NHPA Condition: If human remains or intact archaeological features or deposits (e.g. arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The subrecipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The subrecipient�s contractor will provide immediate notice of such discoveries to the applicant. The subrecipient shall contact the Alabama Historical Commission and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Alabama Statutes, Section 13A-7-23.1.

Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: HMGP-4563-0030-AL (1)**Title:** City of Orange Beach First Responder Community Saferoom, Baldwin County

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

HAZARD MITIGATION GRANT PROGRAM
CFDA #97.039
DR-4563-0030-R
City of Orange Beach 1st Responder Hurricane Saferoom
State-Sub-recipient Disaster Assistance Agreement

This agreement between the State of Alabama (the “State”) and the City of Orange Beach will be effective on the date signed by the State and the Sub-recipient. It shall apply to all assistance funds provided by or through the State to the Sub-recipient as a result of a presidentially declared disaster occurring within the State of Alabama.

The designated representative of the Sub-recipient certifies that:

1. The Sub-recipient has appointed by resolution a sub-recipient’s local agent/designated representative to act on the jurisdiction’s behalf [attach a copy of the resolution to the application].
2. He/She has legal authority to apply for federal assistance on behalf of the Sub-recipient.
3. The Sub-recipient will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
4. The Sub-recipient will use the disaster assistance funds solely for the purposes for which these funds are provided and as approved by the Governor's Authorized Representative/State EMA Director or his or her designee. Allowable costs shall be determined in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 44 CFR §206 and 2 CFR Part 200.
5. The payments for approved projects will be on a cost reimbursement basis and subject to receipt and approval of invoices.
6. The Sub-recipient is aware that there is no state funding available for mitigation cost sharing and that the Sub-recipient will be required to provide the full non-federal share for such mitigation activities.
7. The Sub-recipient agrees to provide the necessary local share of funding for completion of the project.
8. The Sub-recipient will establish and maintain a proper accounting system to record expenditure of disaster assistance funds in accordance with generally accepted accounting standards or as directed by the Governor's Authorized Representative/State EMA Director or his or her designee.
9. The Sub-recipient will comply with 2 CFR Part 200 for all audit requirements.
10. The local cost share funding will be available within the specified time.
11. The Sub-recipient will give all state and federal agencies designated by the Governor's Authorized Representative/State EMA Director or his or her designee access to and the right to examine all books, records, papers and other documents related to use of disaster assistance funds.

12. The Sub-recipient will maintain all documentation relating to the project for three (3) years from the date of the Final SF 425 submitted to FEMA from AEMA. The SF 425 is the final expenditure report sent to FEMA from AEMA to close out the entire grant.
13. The Sub-recipient will return to the state, within 15 days of such request by the Governor's Authorized Representative/State EMA Director or his or her designee, any funds which are not supported by audit or other federal or state review of documentation maintained by the Sub-recipient for three (3) years from the date of the Final SF 425 submitted to FEMA from AEMA. The SF 425 is the final expenditure report sent to FEMA from AEMA to close out the entire grant.
14. The Sub-recipient will comply with all applicable codes and standards relative to this project and agrees to provide maintenance, as appropriate.
15. The Sub-recipient will comply with all applicable provisions of federal and state laws, Executive Orders and regulations governing this program.
16. The Sub-recipient will comply with the Lead-Based Paint Poisoning Prevention Act which prohibits the use of lead based paint in the construction or rehabilitation of residence structures.
17. The Sub-recipient will begin project work within 90 days of the FEMA Approval Letter date of the award and complete all items of work within the specified period of performance (ending June 20, 2026) unless an extension is granted to extend the time frame.
18. The Sub-recipient will comply with all federal and state statutes and regulations relating to non-discrimination including, but not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made, and (j) the requirements on any other nondiscrimination statute(s) which may apply to the application.
19. The Sub-recipient will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.
20. The Sub-recipient will comply with provisions of the Hatch Act limiting the political activities of public employees.

21. The Sub-recipient will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
22. The Sub-recipient will comply with the National Flood Insurance Program requirements, including, but not limited to, Section 102(a) of the Flood Disaster Protection Act of 1973.
23. The Sub-recipient will not enter into cost-plus-percentage-of-cost contracts for completion of Hazard Mitigation Grant projects.
24. The Sub-recipient will comply with all environmental standards including but not limited to: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.O. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.O. 93-205).
25. The Sub-recipient will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
26. The Sub-recipient will comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
27. The Sub-recipient will not enter into any contract, with respect to this award, with a condition for payment to the contractor being the receipt of state or federal funds by the Sub-recipient.
28. The Sub-recipient will not enter into any contract with any party, which is debarred or suspended, from participating in federal assistance programs.
29. The project's scope-of-work will not be changed without prior written approval from FEMA.
30. The Sub-recipient will not dispose of, modify the use of, or change the terms of the real property title, or interest in the site or facilities without permission and instructions from FEMA. The Sub-recipient will record the federal interest in the title of real property in accordance FEMA directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
31. The Sub-recipient will comply with the requirements of FEMA with regard to the drafting, reviewing, and approval of construction plans and specifications.
32. The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed project conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by FEMA or the State.

33. The Sub-recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
34. The Sub-recipient will promptly reimburse the State in the event of a reduction in the approved amount described in the project application the amount of the reduction. If the Sub-recipient fails to promptly reimburse the State, the State may withhold from this award or any other federal award administered by the State which is awarded to the Sub-recipient any amounts owed to the State.
35. The Sub-recipient certifies to the best of its knowledge and belief that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from cover transactions by any Federal department or agency;
 - B. Have not within a 3-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; or violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph B of this certification; and
 - D. Have not within a 3-year period preceding this application or proposal had one or more public transactions (Federal, State, and Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

36. The Sub-recipient certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Sub-recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Sub-recipient's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed on employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of the project be given a copy of the statement required by paragraph (A);
 - D. Notifying each employee in the statement required by paragraph (A) that, as a condition of employment under the award, the employee must:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
 - E. Notifying the Award Official within 10 days after receiving notice under subparagraph (D)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(ii), with respect to any employee who is so convicted:

- G. Making a good-faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A - F.

The Sub-recipient shall insert in the space provided below the site(s) of the performance of work done in conjunction with the specific award.

Place of performance (street, city, county, state, zip code)

37. The Sub-recipient certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a member of Congress in connection with the awarding of any Federal contract, the making of any Federal award, the making of any Federal loan, the entering into any cooperative agreement, or modification of any Federal contract, award, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, award, loan, or cooperative agreement, the Award Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Sub-recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-awards, and contracts under awards, loans, and cooperative agreement(s) and that all sub-recipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

38. The Sub-recipient will provide copies of audit reports that include funds provided under this agreement to:

State of Alabama
Department of Examiners of
Public Accounts
P. O. Box 302251
Montgomery, AL 36130-2251

and

State of Alabama
Emergency Management Agency
P.O. Drawer 2160
Clanton, AL 35046
Attn: Hazard Mitigation

39. Contracts must be of reasonable cost, generally must be competitively bid, and comply with Federal, State, and local procurement standards. FEMA will reimburse only fair and reasonable costs of any contract entered into by the Sub-recipient. The Sub-recipient must consider costs, conflicts of interest, and all Federal, State, and local laws and regulations when hiring a contractor. Compliance with local procurement practices and the procurement competition requirements specified in 2 CFR Part 200.317-200.326 are essential to successfully receiving Mitigation award funding. The Federal procurement regulations ensure that sub-recipient's procure contracts in a manner that provides full and open competition, and provide financial and record-keeping requirements. In addition, the Sub-recipient should maintain a written code of standards for conduct governing the performance of employees, officers, or agents who select and award contracts. It is important that applicants secure contracts with reputable and qualified licensed contractors. The Sub-recipient's should conduct reference checks on a contractor's history of performance with the State's contractor licensing board and with the contractor's previous clients before awarding contracts. Pursuant to 2 CFR Part 200.319 (a)(1)-(7), the Sub-recipient may not restrict the bidding in order to disqualify a population of bidders. Some of the situations considered to be restrictive of competition include, but are not limited to:
- Placing unreasonable requirements on firms in order for them to qualify to do business
 - Requiring unnecessary experience and excessive bonding
 - Noncompetitive pricing practices between firms or between affiliated companies
 - Noncompetitive awards to consultants that are on retainer contracts
 - Organizational conflicts of interest
 - Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement
 - Any arbitrary action in the procurement process

If the Sub-recipient has a pre-qualified lists of persons, firms, or products, it must keep such lists current in order to ensure open and free competition during the bidding process, in accordance with 2 CFR Part 200.319(d), which states: *"Recipients and sub-recipients will ensure that all pre-qualified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, recipients and sub-recipients will not preclude potential bidders from qualifying during the solicitation period."*

Methods of Procurement

The Sub-recipient may request that FEMA review its procurement process to determine whether the process meets the standards set forth in 2 CFR 200.317-200.326. FEMA finds the following four methods of procurement acceptable:

Small purchase procedures procurement, an informal method for securing services or supplies that do not cost more than \$100,000 by obtaining several price quotes from different sources.

Sealed bids procurement, a formal method where bids are publicly advertised and solicited, and the contract is awarded to the responsible bidder whose proposal is the lowest in price. This method is the preferred method for procuring construction contracts.

Competitive proposals procurement, a method similar to sealed bid procurement in which contracts are awarded on the basis of contractor qualifications instead of on price. This method is often used for procuring architectural or engineering professional services. In addition, this

method normally involves more than one source submitting an offer and is used when conditions are not appropriate for sealed bids.

Noncompetitive proposals procurement, a method whereby a proposal is received from only one source. Noncompetitive proposals should only be used when the award of a contract is not feasible under small purchase procedures, sealed bids, or competitive proposals, and one of the following circumstances applies:

- The item is available only from a single source
- There is an emergency requirement that does not permit a delay
- Solicitation from a number of sources has been attempted, and competition is determined to be inadequate

A contract may be regarded as noncompetitive if the Sub-recipient has only one responsive bidder. In this case, the Sub-recipient is required to comply with 2 CFR Part 200.321(f), which states in part: *“...A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.”*

The Sub-recipient is required by 2 CFR Part 200.323(b) to negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. Consideration shall be given to the complexity of the work performed, risk borne to the contractor, contractor’s investment, amount of subcontracting, quality of the contractor’s record of past performance, and industry profit rates in the surrounding geographical area for similar work.

FEMA provides reimbursement for four types of contracts:

Lump sum contracts, for work within a prescribed boundary with a clearly defined scope and a total price

Unit price contracts, for work done on an item-by-item basis with cost determined per unit

Cost-plus-fixed-fee contracts, either lump sum or unit price contracts with a fixed contractor fee added into the price

Time-and-materials contracts, where the contractor bills the applicant for labor, equipment, materials, and overhead. These contracts should be avoided, but may be allowed Time-and-materials contracts are allowed in circumstances when they are more cost-effective and appropriate for the amount and type of eligible work to be performed. The costs must be reasonable for the type of work required. The Sub-recipient must engage in comprehensive active monitoring activities to ensure contractor efficiency. If a time-and-materials contract is awarded, the applicants must:

- Monitor and document contractor expenses;
- Have a cost ceiling or “not to exceed” provision in the contract; and
- Contact the State to ensure proper guidelines are followed.

The Sub-recipient should work closely with the State and FEMA when awarding the time-and-materials contracts to ensure eligibility requirements are met.

Contract Scope of Work Recommendations

The contract scope of work should reference “eligible work,” “work eligible under FEMA Mitigation regulations, policies, and guidance,” “work performed on public property and/or public rights-of-way,” or other similar elements.

Piggyback Contracts

FEMA does not favor “piggyback contracts.” The variables associated with the scope of work and costs generally make this an option to be avoided. The competitive procurement requirements of 2 CFR Part 200.319 are also a prime concern. If FEMA encounters a request for reimbursement of costs derived from such a contract, the reimbursable costs for eligible work will be based on reasonableness.

Prohibited Contracts

In accordance with 2 CFR Part 200.323(d), cost plus percentage of cost contracts shall not be used. Use of such contracts may result in FEMA limiting the Mitigation grant to an amount determined to be reasonable based on the eligible work performed. Contracts that are awarded by an applicant to debarred contractors are prohibited pursuant to 2 CFR 200.205(d) and Part 100; thus, no Federal funding can be awarded for eligible work completed.

Additional Contract Requirements

Contract payment provisions should address the obligations between parties to the contract only and not include any language that makes payment to the contractor contingent upon the applicant’s receipt of funding from FEMA.

All contracts in excess of \$10,000 must contain a provision for termination for cause and for convenience by the Sub-recipient, including the manner by which it will be effected and the basis for settlement, according to 2 CFR Part 200.340.

For contracts over \$100,000 the applicant must have the following minimum bonding requirements, in accordance with 2 CFR Part 200.325(b)-(c):

- A bid guarantee from each bidder equivalent to five percent of the bid price;
- A performance bond on the part of the contractor for 100 percent of the contract price; and
- A payment bond on the part of the contractor for 100 percent of the contract price.

In accordance with 2 CFR Part 200.318(h): *“Recipients and sub-recipients will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.”*

Documentation requirements are specified in 2 CFR Part 200.318 (i) and include, but are not limited to, rationale for the procurement method, contract type, contractor selection or rejection, and the basis for contract price.

Signed for the Sub-recipient:

Title

Signature

Date

Signed for the State:

Jeff Smitherman
Director



Signature

3/25/26
Date



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 7, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Heidi Lemon for 2026 Summer Theater Camp. (SC/PP/SB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-21-26 26-xxx Authorize Professional Services Agreement Performing Arts Heidi Lemon Summer Theater Camp
2. 2026.04.01 Professional Services Agreement Performing Arts Heidi Lemon Summer Theater Camp Finding Nemo 2026

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
HEIDI LEMON
FOR 2026 SUMMER THEATER CAMP**

FINDINGS:

1. The City of Orange Beach has reached an agreement (attached Exhibit A) with Heidi Lemon, an individual, whereby Heidi Lemon will provide theatrical performance dance instruction for the City's 2026 Summer Theater Camp and its production of *Finding Nemo Kids*, or such other production as selected by the City, for the Performing Arts division of the City of Orange Beach Expect Excellence program.
2. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Heidi Lemon 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 21st DAY OF APRIL, 2026.

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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 21, 2026.

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 Heidi Lemon, an individual (hereinafter the "Contractor"), as follows:

1. Recitals

WHEREAS, the City desires to engage Contractor to provide theatrical dance choreography, dance instruction/coaching, and administrative assistance, for the purpose of the City's Expect Excellence, Coastal Spotlight, Summer Theatre Camp and its production of Finding Nemo Kids for summer 2026, or such other production as selected by the City;

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

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

2. Services to be Performed

- a) Contractor will provide theatrical dance choreography, dance instruction/coaching, and administrative assistance for the purpose of the City's Expect Excellence, Coastal Spotlight, Summer Theatre Camp and its production of Finding Nemo Kids for summer 2026, or such other production as selected by the City;
- b) Contractor will perform such other services to ensure smooth operations of the referenced summer program and production, including providing practical, administrative, and organizational support to staff and participants related to the production process, and attending all meetings and camp dates, as are mutually agreed to between the Contractor and the City.

3. Compensation

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid \$3,6000.00, in accordance with City policies.
- b) Contractor agrees to abide by the City's established policies and agrees that any travel and expenses must be approved in writing in advance by the City.
- c) Contractor shall be paid in two (2) payments of \$1,800.00 paid in May and July 2026 upon the City's receipt of a properly documented invoice for theatrical support as the choreographer performed.

4. Term.

The term of this Agreement is four (4) months commencing April 15, 2026, and ending July 24, 2026.

5. Independent Contractor.

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

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

6. Insurance.

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

7. Assignment.

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

8. Compliance with Law.

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

9. Termination.

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

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

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

13. Law Governing.

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

14. Permits, etc.

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

15. Background Check and Drug Testing

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

16. Indemnification

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

17. Confidentiality

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

whatsoever. This includes records, passwords, access codes, manuals, statistics, software, audio/video recordings, or storage disks of any kind containing Protected Information.

18. Notices.

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

City of Orange Beach:

City Clerk
Post Office Box 458
Orange Beach, AL 36561

Copy to:

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

And to Contractor:

Heidi Lemon
27306 Parker Lane
Daphne, AL 36526

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the ____ day of _____, 2026.

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

Heidi Lemon, an Individual

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 _____, 2026.

(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 Heidi Lemon, 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 _____, 2026.

(SEAL)

Notary Public
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 7, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Gerald Mills for 2026 Summer Theater Camp. (SC/PP/SB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-21-26 26-xxx Authorize Professional Services Agreement Performing Arts Gerald Mills Summer Theater Camp
2. 2026.04.01 Professional Services Agreement Performing Arts Gerald Mills Summer Theater Camp Finding Nemo 2026

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
GERALD MILLS
FOR 2026 SUMMER THEATER CAMP**

FINDINGS:

1. The City of Orange Beach has reached an agreement (attached Exhibit A) with Gerald Mills, an individual, whereby Gerald Mills will provide theatrical assistance, stage management, and administrative assistance for the City's 2026 Summer Theater Camp and its production of *Finding Nemo Kids*, or such other production as selected by the City, for the Performing Arts division of the City of Orange Beach Expect Excellence program.
2. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

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

ADOPTED THIS 21st DAY OF APRIL, 2026.

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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 21, 2026.

City Clerk

PROFESSIONAL SERVICES CONTRACT

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

1. Recitals

WHEREAS, the City desires to engage Contractor to provide theatrical assistance, stage management and administrative assistance, for the purpose of the City's Expect Excellence, Coastal Spotlight, Summer Theatre Camp and its production of Finding Nemo Kids for summer 2026, or such other production as selected by the City;

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

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

2. Services to be Performed

- a) Contractor will provide theatrical assistance, stage management and administrative assistance for the purpose of the City's Expect Excellence, Coastal Spotlight, Summer Theatre Camp and its production of Finding Nemo Kids for summer 2026, or such other production as selected by the City;
- b) Contractor will perform such other services to ensure smooth operations of the referenced summer program and production, including providing practical, administrative, and organizational support to staff and participants related to the production process, and attending all meetings and camp dates, as are mutually agreed to between the Contractor and the City.

3. Compensation

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid \$3,6000.00, in accordance with City policies.
- b) Contractor agrees to abide by the City's established policies and agrees that any travel and expenses must be approved in writing in advance by the City.
- c) Contractor shall be paid in two (2) payments of \$1,800.00 paid in May and July 2026 upon the City's receipt of a properly documented invoice for theatrical support as the stage manager performed.

4. Term.

The term of this Agreement is four (4) months commencing April 15, 2026, and ending July 24, 2026.

5. Independent Contractor.

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

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

6. Insurance.

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

7. Assignment.

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

8. Compliance with Law.

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

9. Termination.

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

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

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

13. Law Governing.

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

14. Permits, etc.

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

15. Background Check and Drug Testing

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

16. Indemnification

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

17. Confidentiality

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

whatsoever. This includes records, passwords, access codes, manuals, statistics, software, audio/video recordings, or storage disks of any kind containing Protected Information.

18. Notices.

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

City of Orange Beach:

City Clerk
Post Office Box 458
Orange Beach, AL 36561

Copy to:

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

And to Contractor:

Gerald Mills
27102 Magnolia Drive
Orange Beach, AL 36561

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the ____ day of _____, 2026.

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

Gerald Mills, an Individual

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 _____, 2026.

(SEAL)

Notary Public
State of Alabama
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

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

Given under my hand and seal this the _____ day of _____, 2026.

(SEAL)

Notary Public
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 7, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a use agreement with the City of Foley for safety barricades for the 2026 Hot Air Balloon Festival. (TT/JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-21-26 26-xxx Authorize Use Agreement Foley Barricades Hot Air Balloon Festival
2. 2026.04.03 Use Agreement Foley Barricades Hot Air Balloon Festival

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
USE AGREEMENT WITH THE CITY OF FOLEY FOR
SAFETY BARRICADES FOR THE 2026 HOT AIR BALLOON FESTIVAL**

FINDINGS:

1. The City of Foley, Alabama (hereinafter “Foley”) hosts a Hot Air Balloon Festival annually in the Spring in conjunction with the South Baldwin Chamber of Commerce which draws a significant crowd to south Baldwin County. It requires extensive safety measures to ensure those in attendance do not damage the hot air balloons or put themselves in potentially harmful situations.
2. The City of Orange Beach, Alabama (hereinafter “Orange Beach”) and Foley share an interest in providing fun, safe events for citizens and guests to enjoy as neighboring cities. Events from either area provide economic stimulation to both cities.
3. Foley has requested the use of safety barricades owned by Orange Beach for logistical and safety purposes during the 2026 Gulf Coast Hot Air Balloon Festival.
4. After having reviewed said agreement, the City Council has determined that allowing the Foley to use safety barricades owned by the Orange Beach for the 2026 Gulf Coast Hot Air Balloon Festival serves a public purpose, and the provisions of the agreement being 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 following agreement in substantially the form and substantially the content now before the City Council between the City of Orange Beach and the City of Foley, Alabama, 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 immediately upon its adoption.

ADOPTED THIS 21st DAY OF APRIL, 2026.

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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 21, 2026.

City Clerk

USE AGREEMENT

This Use Agreement is entered into by and between the City of Orange Beach, Alabama, an Alabama Class 8 municipal corporation (“COB”) and the City of Foley, Alabama (“Foley”).

WHEREAS, Foley hosts the Gulf Coast Hot Air Balloon Festival annually in mid-Spring in conjunction with the South Baldwin Chamber of Commerce which draws a significant crowd to south Baldwin County and requires extensive safety measures; AND

WHEREAS, As neighboring cities, COB and Foley share an interest in providing fun, safe events for citizens and guests to enjoy as events from either area provide economic stimulation to both cities; AND

WHEREAS, COB owns a large inventory of safety barricades which are a pertinent part in providing safety and logistical support to events such as parades and festivals in our area. Foley wishes to use ____ COB-owned safety barricades for their festival to enhance logistics and ensure safety of the festival;

WHEREAS, The parties desire to set forth the terms and conditions by which they shall each be allowed to utilize the property of the other.

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

1. COB agrees to allow Foley to use barricades owned by the City during the 2026 Gulf Coast Hot Air Balloon Festival beginning on April 30th, 2026 and ending May 2, 2026.
2. Both COB and Foley will each obtain, at their own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement.
3. Foley will provide duly qualified and licensed employees to pick up the barricades on or about April __, 2026 and return the barricades to COB’s Public Works Department on May 4th, 2026 in the same condition which they were picked up from COB.

Terms

5. Indemnification. To the furthest extent allowed by applicable law, Foley agrees to indemnify and hold COB, 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 Foley, its principals, directors, agents, servants and employees in the performance of this Agreement, for which COB 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 Foley or COB and these defenses and matters may be raised in COB's behalf in any action or proceeding arising from this Agreement.

6. This Agreement shall be effective on and after its adoption by the City Council and execution by the Mayor, and shall continue in full force and effect until the safety barricades have been returned to COB following the completion of the 2026 Gulf Coast Hot Air Balloon Festival no later than May 4th, 2026.

7. Notwithstanding anything written herein to the contrary, all commitments made herein by COB are subject to the discretion of COB. If at any time COB determines that a public need arises that requires the denial or withdrawal of any element of this agreement, then COB shall no longer be obligated or required to provide or perform such element.

8. Compliance with Law. Foley hereby agree to strictly comply with all ordinances of the City of Orange Beach, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

9. Termination. Either party may terminate this Agreement at any time, with or without cause, by notifying the other party of its intent to terminate. Termination shall be effective on the date notice is delivered either in person, or by mail (or by courier service).

10. Notices. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following addresses:

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

With a required copy to:
City Attorney
City of Orange Beach
Post Office Box 458
Orange Beach, Alabama 36561

To Foley:
City Clerk
City of Foley
PO Box 1750
Foley, Alabama 36535

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 the 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 shall be Baldwin County, Alabama.

Dated this _____ day of _____, 2026.

CITY OF ORANGE BEACH, ALABAMA
A Municipal Corporation

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

CITY OF FOLEY, ALABAMA
A Municipal Corporation

By: _____
Ralph Hellmich, Mayor

ATTEST:

Christi Watkins, City Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, in and for said County and State, hereby certify that Tony Kennon and Renee Eberly, Mayor and City Clerk, respectively, of the City of Orange Beach, an Alabama municipal corporation, whose names are signed to the foregoing and who are known to me, who being first duly sworn on oath, acknowledged before me on this day, that the statements contained herein are true and correct and they, as such officers and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the ____ day of _____, 2026.

(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 Ralph Hellmich and Christi Watkins, Mayor and City Clerk, respectively, of the City of Orange Beach, an Alabama municipal corporation, whose names are signed to the foregoing agreement, and who are known to me, who being first duly sworn on oath, acknowledged before me on this day, that the statements contained herein are true and correct and they, as such officers and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the ____ day of _____, 2026.

(SEAL)

Notary Public, State of Alabama

My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 7, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of an agreement for consulting services with Orion Planning + Design to update the Orange Beach Zoning Ordinance in an amount not to exceed \$163,540. (AR)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-21-26 26-xxx Authorize Consulting Services Agreement Orion Planning Design Zoning Ordinance
2. 2026.04.02 Consulting Services Agreement Orion Planning Design Zoning Ordinance Update Community Development
3. 2026 Zoning Ordinance Update Proposal
4. Memo 2026.04.02 - Zoning Code Update Community Development

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT FOR CONSULTING SERVICES WITH
ORION PLANNING + DESIGN
TO UPDATE THE ORANGE BEACH ZONING ORDINANCE
IN AN AMOUNT NOT TO EXCEED \$163,540**

FINDINGS:

1. On June 3, 2025, Orange Beach City Council adopted Resolution No. 25-122 awarding the Request for Proposals for a Visioning and Strategic Plan, Comprehensive Plan, Zoning Ordinances Update, and Infrastructure Evaluation for Future Growth Study to The Walker Collaborative, LLC.
2. Based on preliminary findings from the above referenced study, it has been determined that the City's Zoning Ordinance requires evaluation and updating.
3. The Community Development Director has recommended engaging Orion Planning + Design, a subcontractor of The Walker Collaborative, LLC, to assist with this effort.
4. After having reviewed the proposal, 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 Zoning Ordinance Update Proposal submitted by Orion Planning + Design is hereby accepted by the City of Orange Beach;
2. That Orion Planning + Design is approved to conduct the Zoning Ordinance Update, as proposed, in an amount not to exceed \$163,540;
3. That the Council authorizes the Mayor to execute an Agreement for Consulting Services between the City of Orange Beach and Orion Planning + Design on behalf of the City of Orange Beach subject to final review by the City Attorney; and
4. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 21st DAY OF APRIL, 2026.

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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 21, 2026.

City Clerk

SHORT FORM AGREEMENT FOR CONSULTING SERVICES

(Standard agreement based on Appendix B, Planning Advisory Service Report Number 443,
Standards of Professional Practice, American Planning Association, Chicago, IL)

Orion Planning + Design, a Montana based LLC, agrees to provide the City of Orange Beach, Alabama the following professional services and the City of Orange Beach, Alabama contracts for such services and agrees to fully engage in the project. Services shall be compensated by the City of Orange Beach for the fees and on the terms and conditions set forth herein.

1. PURPOSE

The purpose of this agreement is to provide professional planning services to the the City of Orange Beach as described in paragraph 3. below.

2. PARTIES

The parties to this agreement are the City of Orange Beach, hereinafter referred to as "Client," and Orion Planning + Design, hereinafter referred to as "Consultant."

3. SERVICES

Consultant shall provide the following services to Client: **(See attached letter of proposal and scope of services)**

If there is a dispute over the meaning of this agreement, or if during the project one of the parties deviates from this section by mutual agreement, this agreement shall always be construed in accordance with the purpose set forth in Section 1 along with the scope of services attached hereto.

4. STANDARDS OF PROFESSIONAL PRACTICE

Consultant shall exercise and adhere to the standards of professional practice as developed and adopted by the American Institute of Certified Planners set forth in Planning Advisory Service Report Number 443, Standards of Professional Practice, American Planning Association as well as the Code of Ethics of the American Institute of Certified Planners. Said standards are annexed hereto by reference.

5. COMPENSATION

For the services rendered and products produced, Client shall compensate Consultant for professional planning services according to the attached scope of services along with reimbursement for travel costs to be invoiced monthly based on percentage of work completed and costs incurred. Invoices shall set forth a summary of the work performed under this contract by current invoice period and the overall project completion to date. Normal office supplies consumed in the course of the project are not reimbursable.

6. TERMINATION

The Client or Consultant may terminate this agreement without cause at any time upon 10 days written notice. Consultant shall provide a final invoice for any uncompensated work completed prior to termination. Said invoice shall be payable by Client under the terms of Section 5. Compensation.

7. COMPLETE AGREEMENT/AMENDMENTS

This agreement constitutes the complete agreement between the parties. It may be amended only in writing executed in multiple counterparts, each of which shall be considered an original. When executed, this agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement separately, on the dates indicated by their respective signature blocks below. If the date of this agreement becomes material for any reason, the date of execution by Client shall be considered to be the date of the agreement.

Robert Barber, FAICP
Partner
Orion Planning + Design

Honorable Tony Kennon
Mayor, City of Orange Beach

Review Draft

Scope of Services Memo

To: Adam Roberson
From: Robert Barber, FAICP
Date: March 26, 2026
RE: Targeted Zoning Ordinance Update

Dear Adam,

Thank you for your memorandum dated February 24, 2026. We are pleased to offer this revised approach in response to your direction. Rather than a full rewrite, we will use your "Targeted Zoning Code Update" memorandum as the guiding document for this effort. The scope of services is set forth below.

Approach

The 14 topics listed in your memorandum dated February 24, 2026 are proposed to be address as individual "components". Orange Beach will select, sequence, and prioritize the components as determined appropriate so the work can be executed as determined necessary and according to the most urgent pressing priorities. Work on the individual topics is to proceed on a component-by-component basis, with each component addressed in a basic five-step sequence as follows:

1. **Component Evaluation** - Review of existing code language and assessment of needed revisions.
2. **Staff Consultation** - Coordination with City staff to confirm direction and clarify regulatory goals.
3. **Component Draft Revision** - Drafting of specific ordinance amendments for the selected component.
4. **Staff Review** - Submission of the draft to staff for review and feedback.
5. **Final Draft** - Finalization of component language based on staff direction.

Upon approval by Staff, finalized drafts can be packaged into a single Final Composite Zoning Code Draft, as currently formatted, and ready for consideration by the Planning Commission and City Council or they could be submitted individually in multiple submissions as determined best.

Compensation:

Compensation is proposed as follows:

Item	Budget
Per Component (Steps 1–5)	Hourly, Not-To-Exceed \$4,000 per component
Final Composite Draft	Hourly, Not-To-Exceed \$8,500
Illustrations	Priced as determined necessary, per City approval
Presentations and On-Site Meetings	Hourly, To be determined as necessary
Reimbursable Expenses	Reimbursed at cost

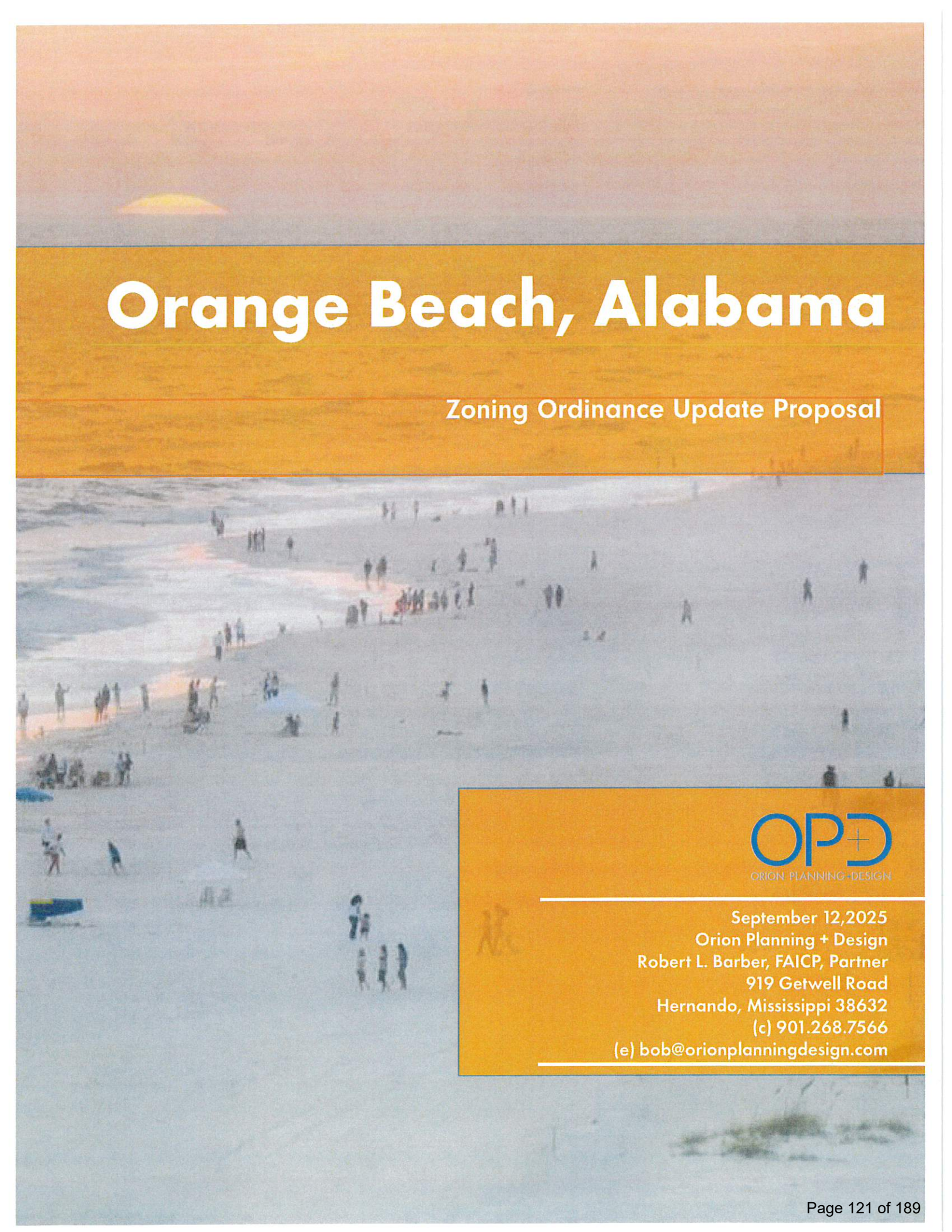
Workflow and Scheduling:

Workflow and scheduling are to be sequenced as follows:

1. The City of Orange Beach shall authorize each component prior to revision being initiated.
2. 3 to 4 of the highest priority components shall be completed in calendar year 2026
3. Costs are not to exceed stated limits without prior City authorization.
4. The first components may be scheduled beginning in June of 2026
5. Services shall be rendered on-call and as needed until completion of the scope

The above listing represents the proposed scope of services for the project shall accompany the agreement for services which sets forth further provision of the agreement.

Review Draft



Orange Beach, Alabama

Zoning Ordinance Update Proposal



September 12, 2025
Orion Planning + Design
Robert L. Barber, FAICP, Partner
919 Getwell Road
Hernando, Mississippi 38632
(c) 901.268.7566
(e) bob@orionplanningdesign.com

Adam Roberson, MCP, CFM
Director of Community Development
Orange Beach, Alabama

Re: Proposal for Zoning Ordinance Update

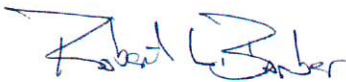
Dear Adam,

On behalf of Orion Planning + Design, I am pleased to submit this scope of services for the comprehensive revision of the Orange Beach Zoning Code to align with the emerging comprehensive plan. Our team brings decades of experience drafting highly effective zoning ordinances in communities across the Southeast, including many cities along the Gulf Coast. The coastal context is wholly unique in its development needs and concerns. Our past work demonstrates that we have effectively and successfully partnered with multiple coastal communities to implement best practices aligned with local planning goals and values.

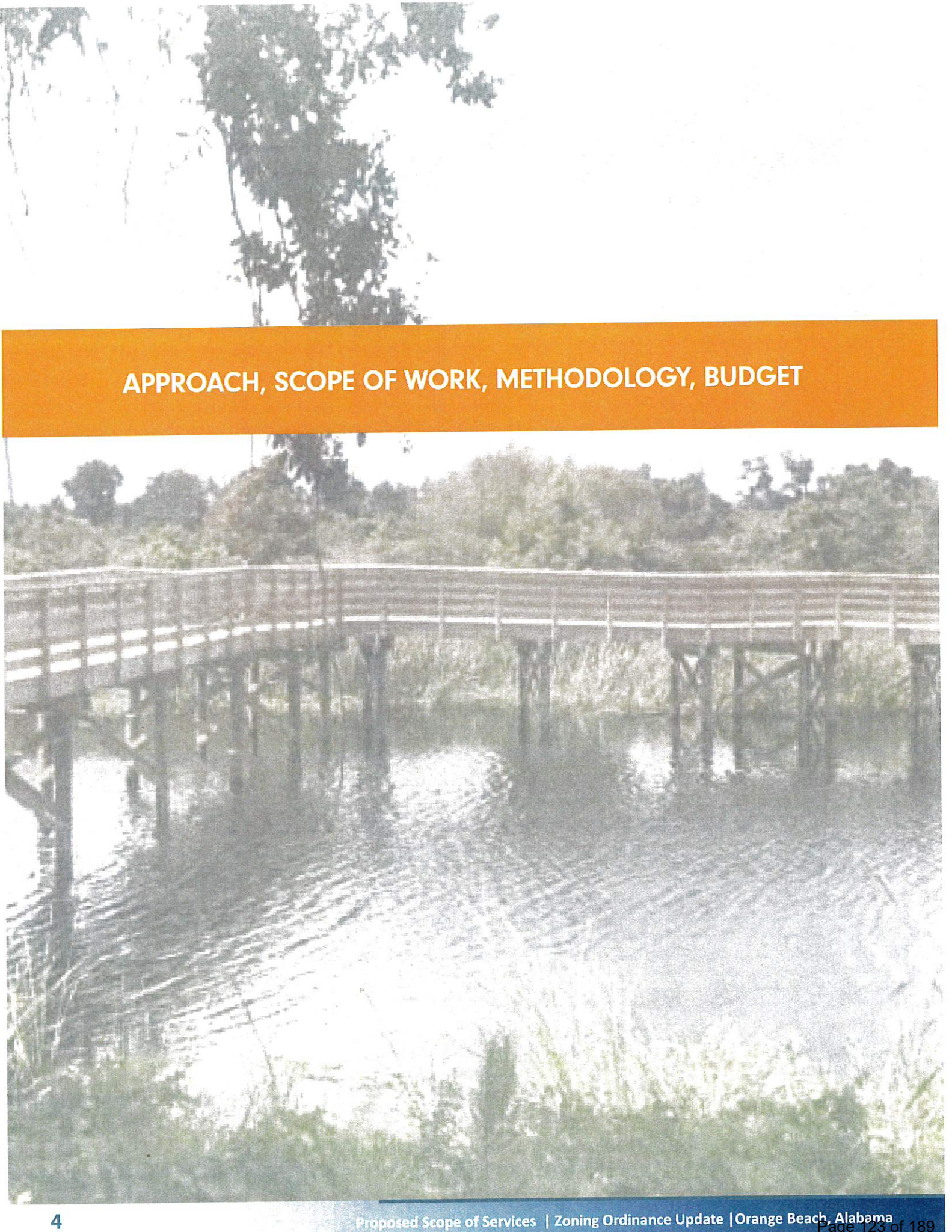
Given our regional experience and current work in developing the comprehensive plan, we understand Orange Beach's unique planning environment and desired future direction. Our team will build on the current comprehensive planning effort by assessing of the existing zoning code to deliver an updated, clear, responsive, enforceable code that reflects market realities and Orange Beach goals. Our approach will:

- Assess the current zoning ordinance for alignment with goals and objectives flowing from the comprehensive plan
- Draft appropriate and implementable provisions to achieve Orange Beach's envisioned future
- Coordinate closely with City staff to ensure effective administrative provisions
- Ensure meaningful engagement with staff, stakeholders and the public throughout the process
- Combine technical precision with collaborative engagement to ensure that the work product is effective in day to day application.

The proposal that follows will detail the tasks and methodology for completing the zoning code update. Complementing the comprehensive planning process with the zoning code update is the most effective way to ensure that Orange Beach's planning investment will return long lasting value.



Sincerely,
Robert Barber, FAICP
Partner | Orion Planning + Design

A photograph of a wooden bridge spanning a body of water. The bridge has a wooden railing and is supported by several wooden pilings. The water is calm, and there are trees and vegetation in the background. The sky is bright and overcast.

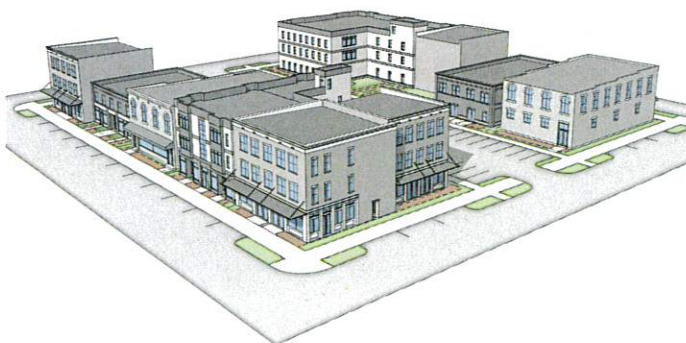
APPROACH, SCOPE OF WORK, METHODOLOGY, BUDGET

Project Approach

Orange Beach Code Update Approach

Our team's approach to the Orange Beach zoning code update begins with a comprehensive assessment of the current zoning code and related materials as guided by the Orange Beach comprehensive plan under development. This diagnostic tool will objectively evaluate alignment with the comprehensive plan, and identify needs related to best practice compliance, code clarity, and usability. The assessment will include user and stakeholder engagement and will serve as a primary guide for drafting the ordinance across the four best practice dimensions of organization, regulatory content and plan alignment, formatting and navigation, and community responsiveness.

- **Organization:** The zoning ordinance must function as a coherent and integrated framework. Based on the assessment, we will refine the draft's structure as needed so that its provisions work together seamlessly. Sequencing will be organized to reflect how users encounter the code in practice and according to best practices generally tracking as general provisions, districts, use standards, development regulations, procedures, and definitions. Clarity of structure will provide an intuitive and logical foundation for effective administration and development outcomes.
- **Regulatory Content and Plan Alignment:** Substantive regulatory standards are the core of the zoning ordinance. Our work will ensure Orange Beach's zoning ordinance clearly aligns with and effectively translates the comprehensive plan vision into practical alignment. We will also review the zoning map in relation to the plan's placetypes and overall objectives, recommending
- **Formatting and Navigation:** For the zoning ordinance to function as well as intended, it must be user friendly and characterized by readability and easy navigation. We will streamline formatting, apply consistent terminology, and add navigational aids such as cross-references, graphics, matrices, and tables. These improved features will assist staff, developers, and residents in finding information conveniently and applying standards with confidence.
- **Community Responsiveness:** The zoning ordinance must also reflect the lived experience of Orange Beach's residents and businesses. Building on the priorities identified in the comprehensive plan, we will reconfirm community concerns through staff interaction, user surveys, and public review. Input from code users such as homeowners, real estate professionals, contractors, and developers will inform revisions so that the final zoning ordinance is responsive to Orange Beach's circumstances, vision, and values.



Effective Outcomes

This approach to the update will yield an Orange Beach-specific zoning ordinance that is well-organized, highly effective, user friendly, and responsive. The ultimate product will be an ordinance that advances effective implementation and provides best practice standards and guidance for future growth.

Scope of Work

Orange Beach Zoning Ordinance Update - Proposed Scope of Services

Phase I: Project Activation and Code Assessment

TASK 1.1. Team Charter and Orientation Meeting. The code team will convene a virtual project orientation meeting to review the recommendations of Orange Beach Comprehensive Plan as related to the Zoning Ordinance, to review overall project goals, areas of focused attention, and initially anticipated code interventions.

TASK 1.2. Process and Entity Identification. In coordination with Orange Beach staff, the code team will identify, inventory, and assess the efficiency and effectiveness of current development decision makers and processes for the general public, developers, and staff.

TASK 1.3. Code Assessment and Update Framework. Orange Beach's existing code will be summarily assessed in comparison to plan recommendations, best development practices, and overall effectiveness and a framework for the comprehensive code revision will be developed. The assessment will focus on the type and scope of revision or required to best align the code with Orange Beach's comprehensive plan, account for HB 160, best practice organization, and user friendly formatting. Projected areas of update will include:

- Updated formatting and navigation
- Consolidation and revision of existing standards
- Consolidation of other related subject areas
- Organization of content suitable for a matrix presentation
- Evaluation of content for graphic illustration
- Evaluation and revision of administrative and review processes
- Zoning district to placetype alignment (district elimination, consolidation, creation, adjustment as appropriate). The framework to be developed will function as a guide to the remaining work of the team and will inform creation of the annotated code outline.

TASK 1.4. Staff and Stakeholder Survey. Based on Task 1.3, an identified group of stakeholders (i.e. planning commissioners, staff, developers, real estate professionals, citizens groups, etc.) will be surveyed for prioritization of code revision components, regulatory concerns, and other process inputs as determined appropriate. Survey results will guide assessment conclusions.

TASK 1.5. Draft Annotated Outline. Based on the framework developed in Task 1.3, an outline of the revised code will be created which includes explanatory notes of proposed amendments where needed.

TASK 1.6. Review and Revise Annotated Outline. The draft annotated outline will be reviewed with staff and presented to the Planning Commission. The annotated outline will be appropriately revised according to Orange Beach direction.

Phase I Deliverables

- Project orientation meeting summary
- Assessment and framework report including survey results
- Outline of revised code
- Any needed presentation materials for meetings

Phase II: Code Drafting Round 1

Scope of Work

Orange Beach Zoning Ordinance Update - Proposed Scope of Services

- TASK 2.1 Code Drafting.** Following agreement of the Phase I outline, code drafting will be initiated. Code drafting will be conducted in incremental stages corresponding to the annotated outline and logical order of section development. Typically, general and administrative components are drafted first, regulatory content second, and concluding with process and procedural aspects. Comprehensively revising a Zoning Ordinance is inherently a technical and complex endeavor. Every effort will be made to illustrate proposed changes as clearly and simply as possible while recognizing the need for efficiency in the process. To the extent appropriate and feasible, the draft code will indicate existing language proposed for retention, language to be added, language to be modified, and language to be struck.
- TASK 2.2 Creation of Draft Digital Zoning Map.** The project team will create a working zoning map illustrating proposed changes (if any) to align with Orange Beach's comprehensive plan place types. The map will be electronically served for local review and edit.
- TASK 2.3 Field Testing Round 1.** The draft code will be field tested through the use of a development scenarios applicable to Orange Beach to ensure effectiveness and functionality. Results may be presented to the Planning Commission as determined necessary.

Phase III Deliverables

- Digital version of the Orange Beach Zoning Ordinance Draft 1 for review and comment
- Working draft zoning map
- Any needed presentation materials for meetings

Phase III: Code Drafting Round 2

- TASK 3.1 Code Drafting - Iteration 2.** The second iteration of the Zoning Ordinance draft will be conducted based on the results of Iteration 1, local review, and comments received in the review and comment process.
- TASK 3.2 Revisions to Draft Digital Zoning Map.** In response to feedback received during the first round of code drafting and scenario testing, the project team will revise the digital zoning map as necessary to align with the second round of code drafting.
- TASK 3.3 Field Testing, Round 2.** The draft code will be further field tested through the use of a development scenarios applicable to Orange Beach to ensure effectiveness and functionality. Results may be presented to the Planning Commission as determined necessary.
- TASK 3.4 Presentation of the Zoning Ordinance Draft 2.** A completed second round draft will be presented to the Planning Commission and, subsequent to Planning Commission action and offered to the public electronically for comment.

Phase III Deliverables

- Zoning Ordinance Draft 2
- Revisions to the working draft zoning map
- Presentation materials for meetings

Phase IV: Final Draft and Adoption

- TASK 4.1 Preparation of the Final Draft Code.** Based on comments in Phase III, the final draft of the Zoning Ordinance will be prepared for official consideration.
- TASK 4.2 Presentation** of the Final Draft Code to the Planning Commission for action.

Orange Beach Zoning Ordinance Update - Proposed Scope of Services

TASK 4.3 Presentation of the Final Draft Code to the City Council for action.

Phase IV Deliverables

- Final code in digital form
- Final ArcGIS zoning map draft
- Presentation materials for meetings

Specifications and Methodology

Specifications, Methodology, and Quality Assurance

Considerations of technical specifications and our preliminary assumptions of Orange Beach's role in the process and quality assurance process are listed in the following table.

Specifications

Mapping	All mapping will be completed using ArcGIS software and will primarily incorporate GIS data from the city as well as from other respected sources as needed and available. All data developed by the consultants will be provided in a mutually agreed upon format and media at the completion of the project.
Documents	All documents will be generated in MS Word or Adobe InDesign and shared as PDFs during the creation of the plan. At the end of the planning process, the adopted code, graphics, and materials will be transmitted to the City in their native format and PDF via the a Dropbox.

Quality Assurance

Quality assurance and quality control is integrated into the drafting process. This is a critical component when working with multiple phases, varied deliverables, and review timelines. To ensure the code revision meets the highest standards, the following quality control protocols will be used including:

- Multiple iterations of grammar and spell check programs from MS Word, Grammarly, AI, and the Chicago Manual of Style.
- Highlighting of cross-references in draft materials to be proofed at the conclusion ensuring all references are up-to-date and accurate and all web links function.
- MS Word's Review feature and Acrobat commenting features will be used to track changes and comments between versions of documents.
- Drafts of deliverables are cataloged and saved until the project is complete to meet public records retention requirements and to allow the ability for re-review if needed. After internal editing procedures, draft documents are shared with staff for review and editing prior to release to the public.
- Use of an editor's or style sheet listing text and numbering conventions to guide proofing.
- All illustrations are proofed for accuracy.

Methodology

Our team is composed of leaders in innovative planning and coding methods in order to produce very high value products in constrained resource environments. Our methods include use of the most current design, rendering, and interactive mapping technologies.

Schedule and Budget

Estimated Schedule (Month)												
V = Virtual Meeting ◆ = Onsite Meeting	1	2	3	4	5	6	7	8	9	10	11	12
Task 1.1	V											
Task 1.2												
Task 1.3												
Task 1.4												
Task 1.5												
Task 1.6				◆								
Task 2.1												
Task 2.2												
Task 2.3						◆						
Task 3.1												
Task 3.2												
Task 3.3												
Task 3.4									◆			
Task 4.1												
Task 4.2											◆	
Task 4.3												◆

Budget Proposal by Phase

The project is proposed to be compensated based on standard invoicing practices of Orange Beach and is proposed as follows:

Phase 1 - Project Activation and Code Assessment	\$ 31,650
Phase 2 - Code Drafting Round 1	\$ 46,600
Phase 3 - Code Drafting Round 2	\$ 36,780
Phase 4 - Final Draft and Adoption	\$ 26,160
Project Related Expenses	\$ 22,350
Total Budget	\$163,540



Community Development Department Memorandum

TO: Ford Handley, City Administrator; Jamie Logan, City Attorney; Renee Eberly, City Clerk
FROM: Adam Roberson, Community Development Director / Building Official
DATE: March 31, 2026
SUBJECT: Consultant for Zoning Code Update

Based on preliminary findings from the Comprehensive Plan, it has been determined that the City's Zoning Code requires evaluation and updates. I recommend engaging a subconsultant from the Comprehensive Plan process to assist with this effort.

Orion Planning and Design has been actively involved in our community development process, including work related to the Zoning Code, for nearly a year. They have developed a strong understanding of the City's vision and goals, particularly our intent to promote and manage quality growth while modernizing our regulatory zoning framework.

During the early stages of the Comprehensive Plan process, Orion Planning and Design (Bob Barber) provided a proposal to comprehensively overhaul the Zoning Code through an all-inclusive process, with a contract amount of \$163,540 which has been budgeted for 2026 and an estimated timeline of one year for completion.

However, it is recognized certain elements of the Zoning Code are more pressing and time-sensitive than others. Mr. Barber and I have discussed a more targeted, phased approach to the update. This approach will allow staff to address high-priority items incrementally rather than undertaking a full code overhaul at once.

Billing will be structured on a per-component basis at a specified not-to-exceed rate. Any on-site meetings or other reimbursable expenses will require prior approval from staff and the City Administrator. Overall, the total cost of the project will not exceed the originally budgeted amount.

This phased approach will also help facilitate the lifting of existing moratoriums on certain developments, while allowing additional time to evaluate areas where changes are still under consideration.

Therefore, I respectfully request Council authorization of a contract with Orion Planning and Design, not to exceed the budgeted amount.



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 7, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a task order with AECOM Technical Services, Inc., for a traffic signal study at the intersection of SR-161 and Terry Cove Drive to enhance pedestrian accommodations and crossing safety in an amount not to exceed \$17,400. (CP)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-21-26 26-xxx Authorize Task Order AECOM SR-161 Terry Cove Drive Traffic Signal
2. 2026.04.01 Task Order AECOM Traffic Signal Pedestrian Crossing Study SR-161 Terry Cove Drive

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
TASK ORDER WITH AECOM TECHNICAL SERVICES, INC.
FOR A TRAFFIC SIGNAL STUDY AT THE
INTERSECTION OF SR-161 AND TERRY COVE DRIVE
TO ENHANCE PEDESTRIAN ACCOMMODATIONS AND CROSSING SAFETY
IN AN AMOUNT NOT TO EXCEED \$17,400**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 24-154 adopted August 6, 2024, approved a contract with AECOM to perform certain traffic engineering services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The City Engineer has submitted a task order (attached Exhibit A) for Council approval.
4. The proposed Task Order requires AECOM to provide a traffic signal study at the intersection of SR-161 (locally known as “Orange Beach Boulevard”) and Terry Cove Drive for the purpose of enhancing pedestrian accommodations and crossing safety.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

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

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and AECOM on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$17,400.00 to AECOM to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 21st DAY OF APRIL, 2026.

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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 21, 2026.

City Clerk

Scope of Services
Traffic Signal Modification Plans
AL 161 (Perdido Beach Boulevard) at Terry's Cove
City of Orange Beach, Alabama

1. Project Understanding

The City of Orange Beach, Alabama (Client) desires to implement modifications to the existing traffic signal at the intersection of AL 161 (Perdido Beach Boulevard) and Terry's Cove to enhance pedestrian accommodations and crossing safety. AECOM will prepare traffic signal modification plans for the existing signalized intersection, including pedestrian-related improvements and associated pavement markings.

2. AECOM Scope of Services

AECOM will perform the following professional services:

2.1 Data Review and Project Coordination

- Review available background information provided by the Client, including any existing plans, traffic signal information, and applicable standards.
- Coordinate with the Client regarding project objectives, design criteria, and submittal requirements.
- Coordinate with the Alabama Department of Transportation (ALDOT) as necessary to support permitting and review.

2.2 Traffic Signal Modification Design

- Develop traffic signal modification plans for the existing signalized intersection.
- Design pedestrian signal features to be added to the existing traffic signal system, which may include pedestrian signal heads, push buttons, accessible pedestrian signal (APS) components (if required), pedestrian phasing, and associated signal timing and wiring details.
- Prepare signal layout, phasing, and notes necessary to support construction and permitting.

2.3 Pedestrian and Pavement Marking Design

- Prepare pavement marking and striping plans for a new pedestrian crosswalk at the intersection.
- Design new ADA-compliant pedestrian curb ramps associated with the proposed crosswalk improvements.
- Ensure pedestrian features and striping are consistent with applicable MUTCD, ADA, ALDOT, and City of Orange Beach standards, as applicable.

2.4 Plan Set Preparation

Prepare all drawings required for a complete traffic signal modification plan set suitable for construction and permitting, including but not limited to:

- Title Sheet
- General Notes and Legends
- Traffic Signal Modification Plans
- Pedestrian and Pavement Marking Plans
- Signal Phasing and Timing Diagrams
- Details and Schedules, as required

AECOM will provide all plan sheets necessary to support Client and ALDOT review.

2.5 Review and Permitting Support

- Submit the draft plan set to the Client for review and comment.
- Address one round of Client review comments and revise plans accordingly.
- Submit the revised plan set to ALDOT for final review and permitting.
- Respond to ALDOT review comments and revise plans as necessary to obtain approval, limited to comments consistent with the agreed project scope.

3. Survey and Base Mapping

The Client will provide all survey data required for the project, if available. If no survey is provided, AECOM will prepare the design using aerial photography and GIS data provided by the Client.

Designs prepared without survey data will be based on best available information and are intended for planning and permitting purposes; construction staking or field verification may be required prior to construction.

4. Deliverables

- Traffic Signal Modification Plan Set (PDF format)
- Final ALDOT-approved plans suitable for construction

5. Assumptions and Exclusions

- No new traffic signal poles, mast arms, or major roadway geometric modifications are included unless specifically authorized.
- Construction phase services, shop drawing review, or construction inspection are not included.
- Additional rounds of review beyond those described may require a scope amendment
- Any subsurface exploration, foundation designs, or utilities locations would be completed by the contractor upon award of the contract.
- Traffic signal timing modifications would be completed by the ALDOT RTOP team as is typical of intersections on state routes in the Southwest Region.
- No traffic signal warrants are needed.

6. Fee Schedule

AECOM would undertake the items included in this scope of work for a fixed fee price of \$17,400.00.



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 7, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a software service renewal agreement with ZAPP Software, LLC, for the 2026 Freedom Fest, 2027 Seafood Festival, and 2027 Festival of Art. (DB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-21-26 26-xxx Authorize Software Service Renewal Agreement Zapp 2026 Freedom Fest 2027 Seafood Festival 2027 Festival of Art
2. 2026.03.27 Software Service Renewal Agreement Zapp Art Center
3. Contract 17-116 Service Agreement Zapp Software Art Center Jury Processing

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
SOFTWARE SERVICE RENEWAL AGREEMENT WITH
ZAPP SOFTWARE, LLC
FOR THE 2026 FREEDOM FEST, 2027 SEAFOOD FESTIVAL, AND 2027 FESTIVAL OF ART**

FINDINGS:

1. On June 6, 2017, Orange Beach City Council authorized the execution of a services agreement for art jury processing with ZAPP Software, LLC.
2. The City of Orange Beach has been renewing this agreement annually as needed for festivals organized by the City.
3. The Art Director and Parks and Recreation Director have requested to use Zapp Software, LLC, for art jury processing software services for the 2026 Freedom Fest, 2027 Seafood Festival, and 2027 Festival of Art.
4. 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.

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 Software Service Renewal Agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and ZAPP Software, 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 immediately upon its adoption.

ADOPTED THIS 21st DAY OF APRIL, 2026.

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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 21, 2026.

City Clerk

ZAPP® SOFTWARE SERVICE RENEWAL AGREEMENT – Small Show



Powered by
Creative West

1536 Wynkoop St, Suite 522 Denver, CO 80202-1376 | (303) 629.1166

www.zapplication.org

Effective Dates:

-

Original Contract Date:

This **Renewal Agreement** ("Agreement") as dated above ("Effective Date") and entered into between **ZAPP Software, LLC**, a Colorado limited liability company ("**ZAPP**"), and the client identified in the signature block of this Agreement ("**Client**"), for the renewal of Client's term under the original ZAPP Service Agreement as dated above between ZAPP and Client (the "Service Agreement"), as follows:

1. Annual Renewal and Fees. ZAPP and Client agree that Client remains eligible for ZAPP's Small Show pricing structure. Client agrees to renew its ZAPP® Service under the Service Agreement for the contract period effective dates and use fees per show during that term, as follows:

LICENSE FEES	QTY	PRICE	DISCOUNT
Base Licensing Fee 1-150 applications.	1	\$1,100.00	\$0.00
OR Per Application Fee 151+ applications collected, automatically assessed post deadline.	0	\$6.99	\$0.00
Financial Transaction Fee 2.95% + \$0.30 per artist credit card transaction	0	\$0.00	\$0.00
ADD-ONS (OPTIONAL)			
By checking the box(es) below, client elects to use the selected module(s) for the contract period defined above, and accordingly, agrees to pay the corresponding use fees.			
☒ Multiple Show Fee Fee includes hosting up to 5 events.	1	\$500.00	\$0.00
☐ Projected Jury Management Used with additional software, JuryBuddy. Equipment rental and shipping costs apply. Note: Monitor jurying is included with your contract.	1	\$500.00	\$0.00
☒ ZAPP Gallery Creates a gallery of participating artists viewable publicly on ZAPP or embedded on your website. Cost is per show.	1	\$200.00	\$0.00
☐ ZAPP Onsite At-festival jury system to identify award winners. Cost is per show.	1	\$200.00	\$0.00
☐ ZAPP Digital Package (Onsite + Gallery) Get both the Gallery and ZAPP Onsite with a discount. Cost is per show.	1	\$250.00	\$0.00
☐ ZAPP Booth Management Access the Booth Map and Booth Request tools. Cost is per show. Contracts with multiple shows receive a 50% discount.	1	\$100.00	-\$50.00

☐ Increased Limit to Additional Admin Users Fee includes up to 5 additional admin users. Note: Five users are included with your contract. You may increase your limit up to three times for a total of 20 admin users.	1	\$25.00	\$0.00
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Total \$1,800.00

2. Meaning of Terms. Unless otherwise provided in this Agreement, the terms used in this Agreement shall have the same meaning ascribed to them in the Service Agreement.

3. Entire Agreement. This Agreement shall be deemed as a part of the Service Agreement. Except as modified by this Agreement, all terms and conditions of the Service Agreement remain in full force and effect. Any reference to the Service Agreement in any other documents shall be construed as including this Agreement.

The duly authorized representatives of ZAPP and Client have executed this Agreement as of the Effective Date.

Client	ZAPP Software, LLC a Colorado limited liability company
Incorporated in (state): AL	Incorporated in: Colorado
Signature:	Signature:
Printed:	Printed: Mareike Bergen
Title:	Title: ZAPP Manager
Date:	Date:

This document expires on: 08 / 01 / 2026

ORGANIZATION INFORMATION

Managing Organization: City of Orange Beach - Coastal Arts Center

Only duly authorized representatives from the listed Managing Organization should sign this agreement. All billing and legal documents will reference the organization listed above. Payments will be made to this organization only.

Please email zapphelp@wearecreativewest.org if you need to change your organization's name or if the managing organization for the event has changed.

Remittance Address: P.O. Box 458

City, State, ZIP: Orange Beach AL 36561

EVENT INFORMATION (the "Show")

Event Name: Orange Beach Freedom Fest 2026

Event Dates: 09 / 18 / 2026 - 09 / 19 / 2026

Do you charge an application fee? Yes

Free-entry events are not eligible to auto-deduct their ZAPP fees.

What is the maximum amount of times an artist can apply?

1

Is this application Invite-Only? No

Select "Yes" to make your application private. You will receive a code to share with eligible applicants.

EVENT INFORMATION (the "Show")

Event Name: Orange Beach Seafood Festival 2027

Event Dates: 02 / 27 / 2027 - 02 / 27 / 2027

Do you charge an application fee? Yes

Free-entry events are not eligible to auto-deduct their ZAPP fees.

What is the maximum amount of times an artist can apply?

1

Is this application Invite-Only? No

Select "Yes" to make your application private. You will receive a code to share with eligible applicants.

EVENT INFORMATION (the "Show")

Event Name: Orange Beach Festival of Art 2027

Event Dates: 03 / 13 / 2027 - 03 / 14 / 2027	Do you charge an application fee? Yes Free-entry events are not eligible to auto-deduct their ZAPP fees.
What is the maximum amount of times an artist can apply? 1	Is this application Invite-Only? No Select "Yes" to make your application private. You will receive a code to share with eligible applicants.

CONTACT INFORMATION	
Account Manager: Primary point of contact for ZAPP. This role manages account information on ZAPP and can add or remove administrator accounts for the organization.	
Name	Desiree Hodge
Email	dhodge@orangebeachal.gov
Phone	2519812787
Billing Contact: Individual to receive invoices and remittance payments (if different from above). This role cannot add or remove administrator accounts for the organization.	
Name	Desiree Hodge
Email	dhodge@orangebeachal.gov
Phone	2519812787

PAYMENT PREFERENCES	
How will you pay your license fees?	Auto-deduct from Revenue
Events cannot be published until payment is received.	
If you chose auto-deduct from revenue no upfront payment is required. Payment is required upfront for all other options. If you chose by card, we will email you an invoice to pay online. If you choose by EFT/ACH, we will email you instructions. If you chose by physical check, mail to: (Standard mail only. Do not overnight) ZAPP Software, LLC 1536 Wynkoop St. Suite 522 Denver, CO 80202-1376	
REMITTANCES	
Select your preference for receiving remittance payments from ZAPP:	EFT Deposit
<i>EFT payments will be directly deposited into your bank account.</i>	
Do you need to add or update your banking information?	No

FOR INTERNAL USE

Total Payment: \$1,800.00 Contract ID:

Entered in GP:

Code	Fee Type	Amount
4425	Application	\$550.00
4435	Image Management	\$550.00
4445	Per App (autodeduct)	\$6.99
4485	Multiple	500
4426	Add-Ons	

EFT Date:

Payment: Auto-deduct from Revenue

Invoice:

Paid:

Auto Deduct Eligible: Yes

Max artist applications: 1

Invite Only: No

OG Contract Date:

Organization Name: City of Orange Beach - Coastal Arts Center

First Show: Orange Beach Freedom Fest 2026

Main Contact: Desiree Hodge

Main Email: dhodge@orangebeachal.gov

Billing Contact: Desiree Hodge

Billing Email: dhodge@orangebeachal.gov

Remittance Address: P.O. Box 458

Orange Beach

AL

36561

Notes:

RESOLUTION NO. 17-116

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
SERVICE AGREEMENT FOR ART JURY PROCESSING WITH
ZAPP SOFTWARE, LLC**

FINDINGS:

1. The City of Orange Beach, Alabama, wishes to provide an online application and jury process to assist artists in applying to events at the Coastal Arts Center.
2. The Art Director has evaluated multiple options and has determined that the web-based software product offered by ZAPP Software, LLC, best serves the City's needs in both pricing and content.

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

1. That the Mayor is hereby authorized to execute the agreement (attached Exhibit A) in substantially the form and of substantially the content now before the Council between the City of Orange Beach and ZAPP Software, 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 immediately upon its adoption.

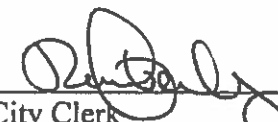
ADOPTED THIS 6th DAY OF JUNE, 2017.



Renee Eberly
City Clerk

CERTIFICATE

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. 17-116, which was duly and legally adopted at a regular meeting of the City Council on June 6, 2017.



City Clerk

ORIGINAL SIGNED BY MAYOR 17-116

Coastal Arts Center of Orange Beach - City of Orange Beach

ZAPP® SERVICE AGREEMENT

ZAPP Software, LLC | 1743 Wazee Street Suite 300 | Denver, CO 80202 |
P (303) 629.1166 | F (303) 629.9717 | www.zapplication.org



This Service Agreement is dated June 13, 2017 ("Effective Date") and entered into between ZAPP Software, LLC, a Colorado limited liability company ("ZAPP"), and the client identified in the signature block of this Agreement ("Client"). ZAPP and Client agree as follows:

1. Definitions.

1.1 "Access Term" means the period each Show is open to accept applications as set forth in the Client Information Form that identifies the Show, plus the additional period set forth in the Documentation during which Client may access the Service and its Client Data, both past and present.

1.2 "Artist" means any person who uses the ZAPP Service to submit to or otherwise participate in a Client's Show and who has been supplied user identification and a password by ZAPP for this purpose.

1.3 "Client Data" means the information (text, images, video, and other information) input into the ZAPP Service by Client and by Artists with respect to their Submissions to and participation in Client's Show.

1.4 "Client Information Form" means each client information form completed by Client and accepted by ZAPP, the form of which is attached to this Agreement as Attachment 3. Each Client Information Form is incorporated by reference into and made a part of this Agreement.

1.5 "Documentation" means ZAPP's description of the Service and User Manual as provided on the ZAPP website through which the Service is made available to Client, as updated from time to time during the Term of this Agreement.

1.6 "Fees" have the meaning given in Section 3.1.

1.7 "Financial Transaction Service" means the services described in Attachment 4.

1.8 "Intellectual Property Rights" means all worldwide intellectual property rights, including without limitation, copyrights, trademarks, service marks, trade secrets, know how, inventions, patents, patent applications, moral rights, and all other proprietary rights, whether registered or unregistered.

1.9 "Show" means an art fair, art festival, or other artist or art-related event or show which primarily presents visual and other fine arts and/or craft arts to the public sponsored by Client that is identified in a Client Information Form accepted by ZAPP in writing or by granting access for management of the Show through the Service.

1.10 "Submissions" has the meaning given in Section 2.2.

1.11 "Support" means ZAPP's standard technical support for Client's use and operation of the ZAPP Service described in Attachment 2.

1.12 "User Account" has the meaning given in Section 2.6.

1.13 "Users" means Client's employees, independent contractors, or volunteers who are authorized by Client to use the ZAPP Service and have been supplied user identifications and passwords by ZAPP for this purpose.

1.14 "Term" has the meaning given in Section 4.1.

1.15 "ZAPP Service" or "Service" means the web-based service, owned and made available by ZAPP as described in Attachment 1. The Service includes such features as are set forth on the ZAPP website, www.zapplication.org, as ZAPP may change such features and URL address from time to time.

2. Service.

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ORIGINAL SIGNED BY MAYOR 17-116

2.1 Services. Subject to the terms and conditions of this Agreement, ZAPP shall (a) make the Service available to Client in accordance with this Agreement, (b) provide Support as described in Attachment 2 and other services as described in Attachment 1, and (c) perform Financial Transaction Services in accordance with Attachment 4.

2.2 Access and Use. Subject to the terms and conditions of this Agreement, ZAPP grants to Client, during the Term, a non-exclusive, non-transferable, limited right to access and use the Service solely for Client's Shows, in accordance with the Documentation, the limitations set forth in Attachment 1, and the other terms and conditions of this Agreement. Client's right to use the Service includes the right to solicit the submission of applications, information, and materials from Artists through the Service for Shows ("Submissions"), the right to lease certain digital imaging and retrieval equipment from ZAPP for use with the Service (if provided for in Attachment 1), and the retention of ZAPP to process certain web-based financial transactions associated with Artist applications submitted through the Service as set forth in Attachment 4.

2.3 Additional Shows. If Client wishes to add additional Shows, Client shall submit a written request using the form of the Client Information Form attached as Attachment 3. Upon ZAPP's written acceptance of the Client Information Form for any such additional Show (an "Additional Show"), and payment of applicable Fees, ZAPP shall make the Service available for the Additional Show on the terms and conditions set forth in this Agreement.

2.4 Show Cancellation. Client agrees to give advance notice of no less than thirty (30) days of a Show cancellation to ZAPP and each Artist and other participant who has registered for or applied to the Show through the Service and to refund all Eligible Artist Payments (whether remitted to Client or still held by ZAPP) for any cancelled Show. Client's cancellation of a Show does not affect Client's obligation to pay all fees due ZAPP. Client may withhold a processing fee of no more than \$10.00 per Artist application from any refund to an Artist, but only if its Artist application form provides that such a fee will be withheld upon cancellation of the Show. To the extent ZAPP holds any Eligible Artist Payments due to Client, Client hereby authorizes ZAPP to refund all such Eligible Artists Payments to Artists and other participants upon cancellation of a Show. ZAPP shall have the right to terminate Client's access to the Service if Client violates the requirements of this Section.

2.5 Client Resources. Client shall be solely responsible for, at its own expense, acquiring, installing, and maintaining all connectivity equipment, Internet and network connections, hardware, third party software, and other equipment as may be necessary for its Users to connect to and obtain access to the Service.

2.6 Users. Each User will be assigned a unique user identification name and password ("User ID") for access to and use of the Service (a "User Account"). No more than two (2) User Accounts will be issued for use by Client and/or its Users. ZAPP shall have the right to require that Users register with ZAPP. Client is responsible for all activities that occur under Client's User Accounts, and Client is responsible for ensuring the security and confidentiality of its User IDs. ZAPP is not responsible for the consequences of: (a) any unauthorized access to or alteration of any of the following caused by Client or its failure to prevent unauthorized access to the Service: (i) Client's transmissions or data, (ii) any material, information or data sent or received through the Service, regardless of whether the data is actually received by ZAPP, or (iii) any financial transactions entered into through the ZAPP Service or (b) Client's failure to abide by this Agreement. Client will use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and notify ZAPP promptly of any such unauthorized access or use. Client agrees to submit accurate, current, and complete information to ZAPP and promptly update such information. Should ZAPP suspect that such information is untrue, inaccurate, not current, or incomplete, ZAPP shall have the right to suspend Client's use of the Service pending resolution or termination of this Agreement.

2.7 User Conduct. Client agrees to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with the ZAPP Service. Client agrees not to use and not to permit its Users or any third party to use the Service to: (a) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of unsolicited messages, whether commercial or otherwise; (b) harvest, collect, gather or assemble information or data regarding other users, without their consent; (c) transmit through or post on the Service unlawful, libelous, abusive, harassing, tortious, defamatory, threatening, harmful, invasive of another's privacy, vulgar, obscene or otherwise objectionable material of any kind or nature or which is harmful to minors in any way; (d) transmit any material that may infringe or violate the intellectual property rights or other rights of third parties, including trademark, copyright, or right of publicity; (e) transmit any material that contains software viruses or other harmful or deleterious computer code; (f) interfere with or disrupt servers or networks connected to the Service or violate the regulations, policies, or procedures of such networks; (g) attempt to gain unauthorized

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ORIGINAL SIGNED BY MAYOR 

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access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means; (h) harass or interfere with another user's use and enjoyment of the ZAPP Service; or (i) commit or aid in the commission of any unlawful or dishonest act, violate any person's rights, or annoy, harass, harm, threaten or intimidate another person.

2.8 Restrictions on Use. Except as expressly permitted in this Agreement or as otherwise authorized by ZAPP in writing, Client will not, and will not permit any User or third party to (a) copy, transmit, store, publicly display, modify, adapt, alter, translate, or create derivative works with respect to the Service, except as required in accordance with this Agreement and the limitations and restrictions included as part of the Service; (b) sublicense, lease, rent, loan, sell, resell, distribute, make available or otherwise transfer the Service or access to or use of the Service to any third party for any purpose, including to accept Submissions or to manage or jury Submissions for any other person or for any other event other than Client's Shows; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Service; or (e) otherwise use or copy the Service, or any component of it, except as expressly allowed by this Agreement.

2.9 Client Data. Client or Artists own all Client Data and ZAPP makes no claim of ownership in or to and does not exert any control over Client Data. Client has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Client Data and ZAPP shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data. ZAPP may access Client's account, including its Client Data, to provide the Service and as provided for in this Agreement.

3. Fees and Payment.

3.1 Fees. As consideration for use of the ZAPP Service and the provision of Support and other services under this Agreement, Client agrees to pay to ZAPP the fees set forth in Attachment 1 and Attachment 4 with respect to each Show ("Fees").

3.2 Payment Terms. All Fees for each Show are due at the time ZAPP accepts the Client Information Form for that Show, except for Fees that are set off by and paid to ZAPP against Eligible Artist Payments, as defined and provided for in Attachment 4. Client will pay all Fees within thirty (30) days after the date of ZAPP's applicable invoice. ZAPP shall have the right (in addition to any other rights or remedies ZAPP may have) to suspend or terminate Client's access to and use of the Service during any period Fees are past due. All payments must be made in U.S. dollars. All fees are exclusive of, and Client will pay to ZAPP or the applicable taxing authorities, as required by law, all sales, use, and other taxes (other than taxes on ZAPP's net income), export and import fees, customs duties, and similar charges applicable to the transactions contemplated by this Agreement.

4. Term; Termination.

4.1 Term. The term of this Agreement is the period of all Access Terms under this Agreement, unless sooner terminated as provided for under this Agreement (the "Term").

4.2 Renewals. Client may submit Client Information Forms for subsequent occurrences of a Show (a "Renewal"). Fees for Renewals accepted by ZAPP shall be at ZAPP's then-published fees for the Service. Client will have thirty (30) days after the date that any Fees for a Renewal are posted to Client's account to notify ZAPP that Client does not wish to continue Service with respect to that Renewal and, failing notice, such Fees shall be due.

4.3 Termination. Either party may terminate this Agreement if the other party breaches any material provision of the Agreement and does not cure such breach within thirty (30) days after receiving written notice thereof. This Agreement shall also terminate upon the expiration of the last Access Term.

4.4 Effects of Termination. Upon termination of this Agreement and subject to the last sentence of this Section 4.4, (a) any amounts owed to a party under this Agreement before such termination will be immediately due and payable, (b) all rights granted access to and use of the Service will immediately cease to exist, and (c) unless otherwise permitted by ZAPP, Client must discontinue all use of the Service. Upon termination and provided Client has so requested at least fifteen (15) days prior to the time of termination, ZAPP shall make available to Client, at Client's cost, a file of Client Data within thirty (30) days of termination using file formats accessible by generally available third party software such as ACCESS® and ADOBE®.

Sections 1, 2.8, 3, 4.4, 5, 6, 7, 8, 9 and 10 together with any accrued payment obligations and Attachment

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4, if applicable, will survive termination of this Agreement for any reason.

5. Warranty Disclaimer.

5.1 Performance. During the Term, ZAPP warrants that the Service, when used as permitted by ZAPP and in accordance with the instructions in the Documentation, will operate substantially as described in the Documentation (the "Performance Warranty"). ZAPP does not warrant Client's use of the Service will meet Client's requirements, be error-free, timely, or uninterrupted. ZAPP will, at its own expense and as its sole obligation and Client's exclusive remedy for any breach of this Performance Warranty, use reasonable commercial efforts to correct any reproducible material error in the Service reported to ZAPP by Client in writing during the Term or, if not possible to do so within a reasonable period of time or at a reasonable cost, as determined in ZAPP's good faith judgment, return to Client the unearned portion of any Fees paid by Client and this Agreement will be deemed terminated.

5.2 Disclaimers. THE EXPRESS WARRANTIES IN SECTION 5.1 AND SECTION 8.1 ARE IN LIEU OF AND ZAPP HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN SECTION 5.1 AND SECTION 8.1, ACCESS TO AND USE OF THE SERVICE IS PROVIDED "AS IS" AND WITH ALL FAULTS.

6. Indemnification. See attached addendum. ~~To the extent permitted by law, Client shall indemnify and hold ZAPP and each of its parents, subsidiaries, affiliates, officers, directors, managers, members, employees, attorneys, and agents, harmless from and against any and all claims, demands, damages, losses, liabilities, or expenses (including attorneys' fees and costs) made against ZAPP by any third party due to or arising out of or in connection with Client's use of the Service (including Artist's Submissions) or Client's breach of this Agreement.~~ — DK ✓
Cvlla
5-30-17

7. Limitation of Liability. IN NO EVENT WILL ANY PERSON BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR AVAILABILITY OF THE SERVICE, EVEN IF SUCH PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ZAPP'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SERVICE, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO ZAPP DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY.

8. Security and Privacy.

8.1 Security Standards. WESTAF warrants that the ZAPP Service will be compliant with Payment Card Industry Data Security Standards ("PCI DSS Compliant"). If the Service is not PCI DSS Compliant, then ZAPP shall do the following as Client's sole remedy: (a) defend Client against any third party claims arising out of and proximately caused by the failure of the Service to be PCI DSS Compliant to the extent such a defense is actually covered by any policy of insurance in effect for ZAPP's benefit, and (b) indemnify and hold harmless Client from all damages (other than consequential and indirect damages), including claims by third party claimants, arising out of and proximately caused by the Service not being PCI DSS Compliant to the extent such damages are actually covered by any policy of insurance in effect for ZAPP's benefit. ZAPP presently has and will use commercially reasonable efforts to maintain liability insurance related to security breaches affecting the Service. The parties intend that ZAPP's obligations and Client's rights under this Section 8 are limited solely to amounts actually available under policies of liability insurance maintained by ZAPP.

8.2 Privacy Policy. Access to and use of the ZAPP Service is subject to WESTAF's privacy policy as published online at www.westaf.org/privacy.html and available through the ZAPP website, as such policy may change from time to time.

9. General.

9.1 Artists' Rights. Client agrees to respect the copyright in the submitted works of all Artists who apply for entry into the Show. Client agrees that its agreement with applying Artists will provide that Client will not use or reproduce any copyrighted work of the Artist for the purpose of promoting the Show or Client's organization, except: (a) with the express permission of the Artist; and (b) if requested by the Artist, by paying the Artist fair compensation for the rights granted in the work. ZAPP shall have the right to terminate Client's access to the Service if Client violates the requirements of this Section.

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ORIGINAL SIGNED BY MAYOR 17-16

9.2 Proprietary Rights. The ZAPP Service and Documentation, and all worldwide Intellectual Property Rights therein, are the exclusive property of ZAPP. All rights in and to the Service not expressly granted to Client in this Agreement are reserved by ZAPP. Client will not remove, alter, or obscure any proprietary notices (including copyright notices) of ZAPP in the Documentation or included as part of the ZAPP Service. Nothing contained in this Agreement shall be deemed to give Client any right, title or interest in any trademark or trade name of ZAPP except that ZAPP grants Client a license for the Term to link Client's website to the Service for purposes of providing Artists with access to the Service from Client's website. Client's use of the ZAPP logo anywhere on Client's website must comply with these conditions: (a) ZAPP must be clearly identified as a separate company from Client; and (b) the link must be to www.zapplication.org, or such other URL address as ZAPP may designate; and (iii) must comply with ZAPP's Trademark Guidelines as published on the ZAPP website from which the Service is made available to Client.

9.3 Third Party Interaction. Client may enter into correspondence with, purchase goods and/or services, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, are solely between Client and the applicable third party. ZAPP shall have no liability, obligation, or responsibility for any correspondence, purchase, or promotion between Client and any such third party.

9.4 Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by courier, by electronic facsimile (fax), electronic mail or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth beneath such party's signature to this Agreement, and will be effective upon receipt or when delivery is refused. Either party may change its address by giving notice of the new address to the other party.

9.5 Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

9.6 Force Majeure. Except for any payment obligations, neither party shall be liable for any delay in performing or for failing to perform obligations resulting from acts of God; inclement weather; fire; explosions; floods; or riots or civil disturbances.

9.7 Export Control. ZAPP controls and operates this Service from its location in the United States and is subject to the United States Export Administration Laws and Regulations. ZAPP makes no representation that the Service is appropriate or available for use in other locations. If Client uses the Service from outside the United States, Client is solely responsible for compliance with all applicable laws, including without limitation, export and import regulations of other countries. Any use of the Service contrary to United States law is prohibited. Client shall comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

9.8 Assignment. Neither party may assign or transfer, by operation of law or otherwise, any of its rights under the Agreement (including the rights granted to Client to access and use the ZAPP Service) to any third party without the other party's prior written consent, which consent will not be unreasonably withheld or delayed; except that either party may assign this Agreement, without consent, to any successor to all or substantially all its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. An assignment may increase Fees if the assignment results in a change in Show terms accepted by ZAPP. Any attempted assignment or transfer in violation of this Section will be null and void.

9.9 Governing Law and Venue.

9.9.1 In General. Except as provided for in Section 9.9.2, this Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado, without reference to its conflict of laws rules. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in Denver, Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

9.9.2 Governmental Entities. If Client is a governmental entity or agency, then this Agreement will be governed by and interpreted in accordance with the laws of the state under which Client is organized or created without reference to such state's conflict of laws rules. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in such state in a judicial district in

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which Client's executive offices are located and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

9.10 Remedies. Except as exclusive obligations and remedies are expressly provided for in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Client acknowledges that the ZAPP Service contains valuable trade secrets, Intellectual Property, and other proprietary information of ZAPP, that any actual or threatened breach of Section 2 of this Agreement will cause immediate and irreparable harm to ZAPP for which monetary damages would be an inadequate remedy, and that injunctive relief without necessity of any bond being posted is an appropriate remedy for such breach. ~~If any action is brought by a party to interpret or enforce this Agreement, then the prevailing party will be entitled to receive from the other party its reasonable attorneys' fees and court costs, in addition to any other relief it may receive.~~

OK ✓
C.V.I.A.
5-30-17

9.11 Severability. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Section 7 will remain in effect notwithstanding the unenforceability of any provision in Section 5.2 or Section 8.1 of this Agreement.

9.12 Construction. The headings of Sections of this Agreement are for convenience only and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to" and references to "Sections" and "Attachments", without further modification refer to the Sections of and Attachments to this Agreement.

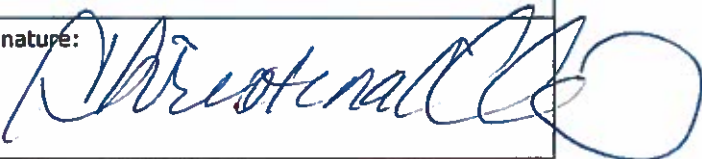
9.13 Entire Agreement. This Agreement (including all Attachments) constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. The terms of any purchase order or similar document submitted by Client to ZAPP concerning this Agreement or the ZAPP Service will have no effect.

9.14 Modification. This Agreement may be amended or modified only upon written consent of the parties.

9.15 Counterparts; Facsimile Signatures. This Agreement may be executed in several counterparts and by facsimile or electronic copy, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

10. Attachments. There are four Attachments to this Agreement, Attachments 1, 2, 3, and 4 (each referred to as an "Attachment" and its number). Attachments 1, 2, 3 and 4 are part of this Agreement. All Attachments which are a part of this Agreement are incorporated into this Agreement as if set forth in full in this Section 10. Words used in an Attachment which are not defined in the Attachment have the meaning given to them in this Agreement.

The duly authorized representatives of ZAPP and Client have executed this Service Agreement as of the Effective Date.

Client City of Orange Beach PO Box 458 Orange Beach, AL 36561	ZAPP Address: ZAPP Manager 1743 Wazee Street, Suite 300 Denver, CO 80202
Incorporated in (state): Alabama municipality	ZAPP Software, LLC a Colorado limited liability company
Signature:  Tony Keweenaw, Mayor	Signature: 

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ORIGINAL SIGNED BY MAYOR 1716

Printed:	Printed: <i>Christina Villa</i>
Title:	Title: <i>ZAPP Manager</i>
Date:	Date: <i>5-30-17</i>

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**ATTACHMENT 1
ZAPP SERVICE DESCRIPTION AND FEE SCHEDULE**

Small Show

1. Service Description. The Service to which access will be provided under this Agreement will be the current release of the ZAPP web-based software accessed at the URL addresses set forth in paragraph 3 of this Attachment, or any other address provided by ZAPP, and known as the ZAPP Service which creates and manages a database to accept applications from and to hold and manage the data to judge submissions by artists for entry into various art shows, art fairs, and art festivals in online modules which include a browser interface and data encryption, and as part of the ZAPP Service, transmission of, access to and storage of Client Data.

2. Modules and Services. Client's access to and use of the Service includes the following:

- Application and Image Management Module (Monitor Jury)

Client's access to and use of the Service also includes the following option modules (if checked):

- ☐ Image Management Module (Projected Jury)
- ☐ Multiple Show Module (up to 5 shows)

Financial Transaction Service: ZAPP agrees to provide and Client retains ZAPP to provide Financial Transaction Services as described in Attachment 4.

3. Access. Client shall access and use the ZAPP Service through (a) the Artist's web interface provided at www.zappapplication.org and (b) the administrator web interface provided at <https://admin.zappapplication.org>.

4. Fees. The following Fees apply to Client's access and use of the ZAPP Service for each Show during an Access Term (some Fees may be waived for subsequent Access Terms, including when a subsequent occurrence of a Show is the subject of a subsequent Access Term, but all such waivers must be in writing and signed by an authorized representative of ZAPP).

Small Show Services

✓ One Time Setup Fee	\$500.00
Use Fees: 0 - 150 apps received or;	\$1,000.00 (base fee--includes online jury)
151+ apps received	\$6.75 per application (includes online jury)
Multiple Show Module	\$500.00 per term, for up to 5 shows
✓ Per Artist Application Fee	\$6.75 (for 151-500 apps received)
✓ Financial Transaction Service Fee	2.95% + \$0.30 per transaction

Optional Services (These services can also be purchased after execution of the Agreement.)

Projected Jury Image Management Module	\$1,500.00
ZAPP Onsite Module	\$350.00
ZAPP Onsite Equipment Rental	\$300.00
Mailing List	\$250.00
Dedicated E-blast	Starts at \$100
Additional DVD of Images	\$20.00 per DVD

Small Show Status, Eligibility and Requirements.

- A "small show" is considered a Client that receives no more than 500 applications per Show.
- If a Client receives more than 500 applications during the first occurrence of a Show, Client will remain eligible for small-show pricing for the first Renewal of that Show, but may be charged an additional administration fee.
- During the first Renewal of a Show, if a Client again receives more than 500 applications, Client will no longer be eligible for small-show pricing and will instead be offered standard ZAPP licensing fees

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- for future Renewals for that Show.
- Small-show pricing is only available with the online jury format. Under this format, Client will use laptops or computer monitors to review images. Projectors and Rokus are not needed. Client will not be charged equipment rental or shipping fees for the Show.
- Small shows may elect to use the projected jury format, provided that Client pays the standard image management module fee of \$1,500.00, equipment rental fees, and shipping fees.
- Small shows must accept credit card payments. Payments owed to ZAPP will be withheld from application fees as provided below.

Procedure for Payments from Eligible Artist Payments. ZAPP will collect the application fees paid by Artists to Client and other revenues from each Show in accordance with Attachment 4 (these revenues are referred to Eligible Artist Payments). Except for payments of Fees paid directly by Client to ZAPP, ZAPP will deduct from Eligible Artist Payments all unpaid Fees, including Fees under this Attachment 1 and Fees for Financial Transaction Services under Attachment 4, and remit the net amount of such Eligible Artist Payments (with adjustments allowed by Attachment 4) to Client. If Eligible Artist Payments are insufficient to cover any Fees or other amounts due to ZAPP, any remaining balance will be invoiced to Client and due within 30 days of the invoice date.

The One Time Setup Fee of \$500.00 must be paid to ZAPP with the signed service agreement. Other fees due to ZAPP will be withheld from Eligible Artist Payments (including per application fees), unless an up-front payment is arranged.

The minimum Use Fee of \$1,000.00, and any Multiple Show Module Fee will be withheld from the first, and if necessary, subsequent payments of Eligible Artist Payments held by ZAPP, unless an up-front payment is arranged. Per Application Fees will be calculated upon the application's deadline and those Fees withheld from the payment following deadline.

If Client elects to use the Projected Jury format, Client is responsible for the \$1,500.00 Image Management Module, and any applicable equipment rental, and/or shipping Fees.

Late Payments; Effect on Service. Fees and other charges due from Client to ZAPP which are not paid within thirty (30) days of the date due will be assessed a late fee of 10% Interest per annum from the date due until paid. Payments and late fees not received after ninety (90) days may be withheld from Eligible Artist Payments from other or future Shows and any other amounts collected by ZAPP, if applicable, for Client. In the case of Shows sponsored by affiliated organizations, late payments and late fees not received for one affiliate's Show may be withheld from Eligible Artist Payments collected by ZAPP for Shows sponsored by other affiliates. Payments due to ZAPP will be withheld from Eligible Artist payments and other amounts collected by ZAPP for a Client and/or the Client's affiliates in the order determined by ZAPP.

Client shall pay all costs of collection of any Fees and other charges due from Client to ZAPP under this Agreement, including reasonable attorney's fees. The Service will not be available to Client at any time Client is in arrears in the payment to ZAPP of any Fees or other charges due under this Agreement until such amounts are paid in full.

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ATTACHMENT 2 SETUP AND SUPPORT

1. Setup Services and Training. ZAPP will provide the services necessary to assist and train Client to integrate Client's Show-related Information with the Service and in the basic functioning of the ZAPP Service, consisting of standard training, web-based documentation, and standard technical support as defined in paragraph 2 of this Attachment. Client shall assign and have available a project coordinator and sufficient personnel to assist in the timely and orderly implementation of the Service. Standard training shall be provided to no more than two of Client's personnel, in one joint session, which may or may not include representatives of other clients, shall be conducted through electronic communication and email support, or a combination of each as determined by ZAPP. Additional training beyond the standard setup training can be purchased at ZAPP's then-current standard rate.

2. Support.

2.1 Standard technical support is provided Monday through Friday (U.S. national holidays excepted) from 8:30 a.m. through 5:00 p.m. Mountain Time (a "business day") and consists of email support and telephone support (within the U.S. and Canada) during the Term. Extended technical support will only be provided and arranged if mutually agreed upon by ZAPP and Client at ZAPP's then-current standard rates. Standard technical support may include, at ZAPP's discretion, support through a sponsored listserv.

2.2 ZAPP will respond to 90% of support requests received between 8:30 a.m. and 1:00 p.m. on the same business day and to 90% of support requests received between 1:00 p.m. and 5:00 p.m. on the next business day between 8:30 a.m. and 1:00 p.m. and will respond to all support requests no later than two business days of receiving a request.

2.3 After receiving standard training, Client's support is limited to one hour per business day, but no more than two hours per week and three hours per month for the first three months and thereafter to no more than one hour per day and two hours per month.

2.4 Support does not include any onsite technical support or any assistance to the Client in its use and operation of the ZAPP Service beyond those services included as part of ZAPP's standard setup services. Any additional services may be provided based on mutual scheduling between ZAPP and Client at ZAPP's then-current standard rates and terms.

2.5 ZAPP management provides Client with a User Manual that outlines all functionality of ZAPP. The User Manual should be referenced prior to Client calling for technical support.

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**ATTACHMENT 3
CLIENT INFORMATION FORM**

ZAPP, LLC | 1743 Wazee Street Suite 300 | Denver, CO 80202 | P (303) 629.1166 | F (303) 629.9717 | www.zapplication.org

Event Information (the "Show")

Name of Event: <u>Orange Beach Festival of Art</u>	
Event Start Date: <u>3/10/18</u>	Event End Date: <u>3/11/18</u>
Open Application Date: <u>8/1/17</u>	Application Deadline: <u>10/31/17</u>
Jury Dates:	Application Fee: <u>\$ 35.00</u>
Website: <u>OrangeBeachArtsFestival.com</u>	Can artists apply more than once? YES NO
How many applications do you want to accept per artist profile? (1-20)	

Contact Information

Contact 1: Individual who will administer the event in the ZAPP system (main point of contact)

Name	<u>Desiree Blackwell</u>
Organization	<u>Coastal Arts Center of Orange Beach</u>
Email	<u>dblackwell@cityoforangebeach.com</u>
Phone	<u>251-981-2787</u>
Mailing Address	<u>26389 Canal Rd. Orange Beach AL 36561</u>

Contact 2: Individual to receive invoices / statements / remittance payments (If different from above)

Name	<u>Same</u>
Organization	
Email	
Phone	
Remittance Address	

Fee Payment Schedule (up front payments must be received before the show can accept applications)

☐ Payment up front by credit card | ☐ Payment up front by check | ☒ Auto-deduct from revenue

THIS SECTION FOR INTERNAL ZAPP USE ONLY

Contract ID:	Great Plains ID:
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Fee Type	Amount	Payment	Notes
Setup		received/auto/invoice/N/A	
Application		received/auto/invoice/N/A	
Image Management		received/auto/invoice/N/A	
Per App/Image		received/auto/invoice/N/A	
Multiple		received/auto/invoice/N/A	
Equipment		received/auto/invoice/N/A	
Shipping		received/auto/invoice/N/A	
Tech Assistance		received/auto/invoice/N/A	

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ATTACHMENT 4 FINANCIAL TRANSACTION SERVICE

Client agrees to accept and pay for the following services from ZAPP for the collection and processing of payments with respect to its Show(s) as set forth in this Attachment (the "financial transaction services") and ZAPP agrees to provide the financial transaction services to Client with respect to Client's Show(s) as set forth in this Attachment. Undefined terms used in this Attachment have the meaning given to them in the ZAPP® Service Agreement (to which this Attachment is attached) (the "Agreement").

1. Service. In order to facilitate Client's use of the Service, ZAPP will act as Client's collection agent as provided for in this Attachment for the purpose of collecting and remitting to Client all application, imaging, jurying and other fees due from the Artists who both submit applications to participate in Client's Shows and make payment of the associated Fees to Client through a credit card payment made by accessing the ZAPP Service ("Eligible Artists Payments").

2. Available Merchant Account. All Eligible Artist Payments shall be made, captured and credited to the Designated Merchant Account, as defined below, using the protocols and systems provided for by ZAPP as part of the Service. The Designated Merchant Account shall be a VISA or MasterCard merchant account maintained directly between ZAPP and a financial institution.

3. Agent Only. ZAPP is acting as Client's limited agent in collecting Eligible Artist Payments and has no obligation to undertake any effort to collect Eligible Artist Payments other than, as part of the Service, to create and maintain protocols which are standard in the industry for the collection of credit card payments through web based software and, subject to the terms of this Attachment, to remit to Client all such payments which are captured through such protocols.

4. Term of Agency. ZAPP shall act as Client's limited collection agent for the Term and, thereafter, only as agreed to between ZAPP and Client.

5. Ultimate Collection Not Guaranteed. ZAPP promises to act in a commercially reasonable manner in acting as Client's limited collection agent and makes no promise, representation or warranty of collection or the collection of any actual Eligible Artist Payment or any specific amount of such payments.

6. Charge Backs. If an Eligible Artist Payment is credited to the Designated Merchant Account and later, through no fault of ZAPP, the credit is reversed or a charge is made to the Designated Merchant Account because a previous credit for an Eligible Artist Payment is disallowed (a "Charge Back"), then ZAPP shall have no obligation to remit the involved Artist Eligible Payment to Client or, if previously remitted to Client, shall have the right to charge future remittances due to Client in the amount of the involved Charge Back or, if no further remittances are due Client, to charge Client for the amount of the involved Charge Back, which amount shall then be due and payable as other Fees are due and payable under the Agreement.

7. Credit Card Refunds. ZAPP will process credit card refunds for Artists if an Artist has incorrectly paid for a Show product or has paid for a product and has withdrawn from the Show. Credit card refunds will only be processed at the written request of the Client. ZAPP reserves the right to refuse any credit card refund. The amount of credit card refunds and third party fees incurred for credit card refunds will be invoiced to Client.

8. Financial Transaction Service Fees. For its services in acting as Client's limited collection agent for Eligible Artist Payments, ZAPP shall be entitled to charge Client and withhold from remittances of Eligible Artist Payments an amount equal to two and 95/100th percent (2.95%) of all Eligible Artist Payments (the "ZAPP percentage fee"), plus \$0.30 for each electronic payment transaction ("ZAPP per transaction fee") processed by ZAPP through the Service (the "Financial Transaction Service Fee"). The Financial Transaction Service Fee is inclusive of per-transaction and percentage fees charged by the financial institutions and third-party payment service providers providing the Designated Merchant Account, except to the extent that any financial institutions or third-party payment service providers providing the Designated Merchant Account increases its per-transaction fee to ZAPP or increases any service charge or merchant fee which is a function of the amount of collected payments (a "percentage fee") after the date of the Agreement, then the amount of such increased per-transaction fee over the per transaction fee paid by ZAPP on the date of the Agreement shall be added to the ZAPP per transaction fee and the increased percentage fee over the percentage fees incurred by ZAPP as of the date of the Agreement shall be charged to Client by ZAPP adding those increased percentage fees to the ZAPP percentage fee. ALL FEES, INCLUDING THE FINANCIAL TRANSACTION SERVICE FEE, DUE TO ZAPP SHALL BE SET OFF BY ZAPP AGAINST THE ELIGIBLE ARTIST PAYMENTS COLLECTED BY ZAPP AND IF NOT SET OFF AGAINST SUCH PAYMENTS SHALL BE DUE AND PAYABLE FROM CLIENT TO ZAPP AS OTHER FEES ARE DUE AND PAYABLE UNDER THE AGREEMENT.

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9. Remittances. ZAPP shall remit to Client, on a monthly basis, the net amount of the Eligible Artist Payments collected by ZAPP. These payments will be issued by check on or before the 5th business day of each month. A final payment will be sent to Client on or before the 5th business day of the month following the creation of the jury event or within 14 days after the creation of the event jury, whichever is first. Each payment will be accompanied by a report of transactions recorded by ZAPP. As used in this paragraph, the "net amount of the Eligible Artist Payments" means the gross amount of Eligible Artist Payments collected by ZAPP during the applicable period, less all Fees and other outstanding balances then owed to ZAPP and Charge Backs and Financial Transaction Service Fees incurred during the applicable period, and the "applicable period" means the period during which Eligible Artist Payments have been collected by ZAPP.

10. Other Fees. Client revenues other than Eligible Artist Payments, such as booth fees, electricity fees, parking fees, administration fees, or any other fees ("Other Fees") collected by ZAPP will be collected and distributed in the same manner as Eligible Artist Payments, including Other Fees being subject to ZAPP's Financial Transaction Service Fee.

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ORIGINAL SIGNED BY MAYOR 17-116

ADDENDUM TO

ZAPP® SOFTWARE LICENSE AND TRANSACTION SERVICE AGREEMENT
(Indemnification)

This addendum ("Addendum") is made a part of the ZAPP® SOFTWARE LICENSE AND TRANSACTION SERVICE AGREEMENT between ZAPP SOFTWARE, LLC, a Colorado limited liability company ("ZAPP", and the undersigned person ("Client") (the "ZAPP® Software License Agreement"). In the event of any conflict between the terms of the ZAPP® Software License Agreement without consideration of this Addendum and this Addendum, then the terms of this Addendum shall take precedence and determine the meaning of the agreement between ZAPP and Client.

ZAPP and Client agree to modify the terms of the ZAPP® Software Standard Terms and Conditions attached as Attachment No. 1 to the ZAPP® Software License Agreement (the "Standard Terms and Conditions"), as follows:

1. The Indemnification Section of the Standard Terms and Conditions shall be stricken and the following substituted in its place:

No Indemnification—Additional Terms of Use of Service

The parties agree that you shall have no obligation to indemnify ZAPP for any liability or expense ZAPP incurs as a result of your use or any third party's use of the Service, except you are responsible for damages under this Agreement for your own breach of this Agreement and for your own negligence and fault. ZAPP has no obligation to indemnify you for your or any third party's use of the Service, except ZAPP is responsible for damages for its own breach of this Agreement and for its own negligence and fault, ~~except as waived or as such damages are limited~~ under the terms of this Agreement. The parties further agree that your use of the Service, including use by your third party end-users, shall be subject to the following and that you are responsible to ZAPP to require that your end user's use of the Service is subject to: (1) the disclaimers of warranties set forth in the section of this Agreement entitled "Disclaimer of Warranties", (2) the limitations of liability set forth in the Section of this Agreement entitled "Limitation of Liability", and (3) the terms and conditions set forth in the Agreement Upon Use of ZAPP® Web Based Software and Data Base which artists and other applicants using the www.zapplication.org web site and Service must agree to as a condition of use.

OK ✓
Cville
5-30-17

3. Except as modified by this Addendum, all terms and conditions of the Software License Agreement, including, but not limited to, the Standard Terms and Conditions, remain in full force and effect.

ZAPP:
ZAPP Software, LLC
a Colorado limited liability company

CLIENT:
City of Orange Beach
Incorporated in Alabama

By: [Signature]
Name: Christina Villa
Title: ZAPP Manager
Date: 5-30-17

By: [Signature]
Name: Tony Kennon
Title: Mayor
Date: June 13, 2017

Initial JK

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John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, John H. Merrill, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

ZAPP Software, LLC

This name reservation is for the exclusive use of ZAPP Software, LLC, 1743
Wazee Street, Suite 300, Denver, CO 80202 for a period of one year beginning
June 12, 2017 and expiring June 12, 2018

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**



RES762076

June 12, 2017

Date

J. H. Merrill

John H. Merrill

Secretary of State



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 7, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Video Surveillance System at the Pickleball Courts for the Parks and Recreation Department through State Bid from Vision Security Technologies Inc. in the amount of \$42,116.18. (NA/KL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-21-26 26-xxx Authorize Purchase Video Surveillance System Pickleball Courts State Bid
2. 2026.02.20 Quote - Parks Pickleball - Vision Security Technologies

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
VIDEO SURVEILLANCE SYSTEM AT THE PICKLEBALL COURTS
FOR THE PARKS AND RECREATION DEPARTMENT
THROUGH STATE BID FROM VISION SECURITY TECHNOLOGIES INC.
IN THE AMOUNT OF \$42,116.18**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of a Video Surveillance System at the Pickleball Courts for the Parks and Recreation Department from Vision Security Technologies Inc. through Alabama State Bid in an amount not to exceed \$42,116.18;
2. That the Mayor is hereby authorized to approve payment to Vision Security Technologies Inc. in the amount of \$42,116.18 for a Video Surveillance System, per Proposal No. 17510-1-0 dated February 20, 2026;
3. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 21st DAY OF APRIL, 2026.

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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 21, 2026.

City Clerk



VISION

SECURITY TECHNOLOGIES

Pickle Ball Court V2

Prepared for:
City of Orange Beach
4099 Orange Beach Blvd
Orange Beach, AL 36561

Prepared by:
Kevin Daly
Account Manager
kevin.daly@visionsoutheast.com
Cell: 217-620-5028

Proposal Issued:
2/20/2026

Proposal Valid To:
3/22/2026



Proposal Number: 17510-1-0
City of Orange Beach
Date: February 20, 2026

PROJECT DESCRIPTION

Name: City of Orange Beach

Site: COB City of Orange Beach

4099 Orange Beach Blvd

Orange Beach, AL 36561

Billing: City of Orange Beach

PO Box 458

Orange Beach, AL 36561

Contact

Ford Handley

P:

C: (251) 284-5010

E: fhandley@orangebeachal.gov

We appreciate your time and this opportunity. The following information summarizes your current estimate and is a scope of work as we understand your needs. We have abbreviated a few items in an effort to streamline this document. Within the scope "VST" is Vision Security Technologies, "customer" designates the customer and "others" would be vendors working directly for you. Specific devices and part numbers can be found on the actual estimate. Please review this information and let us know if you have any questions.

Vision Security Technologies (VST) to provide and install new Avigilon video surveillance system at the pickle ball courts for the City of Orange Beach located in Orange Beach Alabama to consist of the following:

Camera locations are depicted on attached drawings.

Video Surveillance

VST to provide and install one (1) NVR6 Standard 16TB server.

VST to provide and install four (4) 32mp multi-sensor cameras.

VST to provide and install four (4) IR Illuminators.

VST to provide and install four (4) 60W PoE injectors.

VST to provide and install one (1) 12mp panoramic.

The information enclosed in this proposal is intended for the use of the individual to which it is addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. All information included is considered proprietary and is the intellectual property of Vision Security Technologies. As the reader or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, Or Copy of this communication, information contained within, or its attachments, is strictly prohibited



Proposal Number: 17510-1-0
City of Orange Beach
Date: February 20, 2026

VST to provide and install one (1) 2mp indoor dome camera.

VST to provide and install one (1) 10mp dual head camera

VST to provide and install seven (7) Enterprise class camera licenses.

VST to provide and install one (1) 12-port rack-mount surge protector.

VST to provide and install one (1) 16-port PoE switch.

VST to provide and install one (1) UPS battery back-up.

Other

Unless specifically outlined above, the customer or others is responsible for all: A.C. power, network connectivity, All conduit pathways, J-boxes within 36" of camera locations, all wiring and wiring paths that require masonry or structural penetrations, lifts or specialized training for this project.

This project is being quoted as tax exempt. Materials will be purchased using a Certificate of Exemption per Act 2013-205 and Alabama Department Rule 810-6-3-77. The tax exempt entity will be required to file application, Form St: EXC-01.

Thank you for allowing Vision Security Technologies this opportunity. We look forward to working with you.

SCOPE DETAILS

- All work proposed shall be performed during normal business hours Monday through Friday 8:00AM -5:00PM
- Low voltage wiring shall be installed in conduit provided by others. Conduit to be installed in accordance with door riser diagrams.

The information enclosed in this proposal is intended for the use of the individual to which it is addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. All information included is considered proprietary and is the intellectual property of Vision Security Technologies. As the reader or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, Or Copy of this communication, information contained within, or its attachments, is strictly prohibited



Proposal Number: 17510-1-0
City of Orange Beach
Date: February 20, 2026

- Customer or others to provide static IP addresses for proposed equipment.
- Customer or others will provide POE network switches for proposed equipment.
- Customer or others to provide lift.
- 120 VAC power outlets and hardware connections are excluded from this project and are the responsibility of others.
- Unless otherwise specified in the scope of work, customer will provide client PCs meeting minimum system requirements for application.

The information enclosed in this proposal is intended for the use of the individual to which it is addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. All information included is considered proprietary and is the intellectual property of Vision Security Technologies. As the reader or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, Or Copy of this communication, information contained within, or its attachments, is strictly prohibited



Proposal Number: 17510-1-0
City of Orange Beach
Date: February 20, 2026

BILL OF MATERIALS

Name: City of Orange Beach
Site: COB City of Orange Beach
4099 Orange Beach Blvd
Orange Beach, AL 36561

Billing: City of Orange Beach
PO Box 458
Orange Beach, AL 36561

Contact
Ford Handley
P:
C: (251) 284-5010
E: fhandley@orangebeachal.gov

CCTV			\$42,116.18
QTY	Description	Unit Price	Ext.Price
7	Unity Enterprise camera channel	\$291.19	\$2,038.33
1	HD Video Appliance 3X Pro 16-port 12TB; NA; Windows 10 IoT Enterprise v21H2 LTSC	\$6,839.41	\$6,839.41
1	2.0 MP; WDR; LightCatcher; Day/Night; Outdoor Dome; 3.4-10.5mm f/1.6; Integrated IR	\$634.66	\$634.66
1	2x 5MP H6A Dual Head Camera. Outdoor camera with built-in IR	\$1,731.07	\$1,731.07
4	4X8MP; WDR; 360 degree max field of view; Lightcat	\$3,443.37	\$13,773.48
1	NPT Adapter for H6SL Dome Cameras	\$41.54	\$41.54
1	1.5 inch NPT Adapter for Dual Head Cameras	\$67.62	\$67.62
2	Mount; Pendant Arm; 20cm Long; 1.5 NPT	\$101.43	\$202.86
4	Wall Mount for large pendant camera	\$117.20	\$468.80
4	POLE MOUNT FOR LRGE PENDT WLMT-1001	\$111.09	\$444.36
4	Gigabit 802.3bt 60 W PoE Injector; Indoor; single port	\$170.98	\$683.92
1	6u Cruxial™ U-Rack wall mount or under desk rack	\$156.41	\$156.41
1	24 Port 1U Blank Patch Panel W/Ground 043-382/24/1	\$34.97	\$34.97
1	12 Channel Ethernet and PoE Network Prot	\$828.07	\$828.07
14	SmartCat RJ45 connector	\$1.79	\$25.06
14	CAT 6 Shielded STP patch cable 3' Yellow Legrand	\$10.01	\$140.14
2000	OUTDOOR /BURIAL VIDEO, ETHERNET, AND POWER	\$1.11	\$2,220.00
1	APC UPS tower 750VA/500W, 120V, 8-outlet, RS-242 &	\$890.31	\$890.31

Supplies & Materials:

QTY	Description	Ext.Price
1	Hardware	\$155.17

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Proposal Number: 17510-1-0
City of Orange Beach
Date: February 20, 2026

Total Equipment	\$31,221.01
Total Labor	\$10,740.00
Total Supplies & Materials	\$155.17
Total Purchase Price	\$42,116.18

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Proposal Number: 17510-1-0
City of Orange Beach
Date: February 20, 2026

Vision Security Technologies

Name: _____
Title: _____
Date: _____

City of Orange Beach

Name: _____
Title: _____
Date: _____

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Proposal Number: 17510-1-0
City of Orange Beach
Date: February 20, 2026

TERMS & CONDITIONS

For the purposes of this Agreement, "VST" means Vision Security Technologies Inc. and/or all other entities under common control or common ownership with VST.

1. **Acceptance.** VST's Invoice, Quotation, Confirmation, Proposal or Service Agreement contains the complete agreement between VST and Customer, and VST expressly limits its acceptance to the terms stated herein. Additional or different terms in Customer's purchase order, confirmation, other writings, or from prior negotiations (hereinafter "Other terms"), shall not be binding on VST and are hereby superseded by the terms delineated herein. Further, any quotations, proposals, confirmations or service agreements not executed or otherwise agreed upon expire after Thirty (30) days subsequent to the date stated therein. Additionally, the Acceptance by Customer of VST's Invoice, Quotation, Confirmation, Proposal or Service Agreement referenced herein has been executed by such person who has full power and authority to execute and deliver this Agreement by Customer and to obligate Customer accordingly .

2. **Force Majeure.** If the performance of the Agreement, or of any obligation hereunder is prevented, restricted or interfered with by reason of fire, breakdown of plant, labor disputes, embargoes, government ordinances or requirements, civil or military authorities, acts of God or the public enemy, acts or omissions of carriers, or other causes beyond the reasonable control of the party whose performance is affected, then the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on the day -for-day basis to the extent such party's obligations relate to the performance so prevented, restricted or interfered with); provided that the party so affected shall use its best efforts to avoid or remove such causes .

3. **Limitation of Liability.** In no event will VST be liable for consequential damages, including lost profits, loss of investment, or other incidental damages incurred from Customer's investment based on the Scope of Work to be performed by VST under this Agreement. VST's total liability for work performed shall never exceed the amount paid by the Customer for services performed under this Agreement.

4. **WARRANTIES.** VST WARRANTS THAT THE PRODUCTS COVERED HEREBY CONFORM TO THE DESCRIPTION AND SPECIFICATIONS, IF ANY. THE USE OF THE PRODUCTS BY CUSTOMER CONSTITUTES CUSTOMER'S ACCEPTANCE OF CONFORMITY. VST WARRANTS THE WORKMANSHIP OF ITS INSTALLATION FOR A PERIOD OF ONE (1) YEAR FOLLOWING INSTALLATION. SHOULD CUSTOMER OR ANY OTHER PERSON OR ENTITY WORK ON, ADJUST OR OTHERWISE TOUCH THE PRODUCT WARRANTED BY VST, VST'S ONE-YEAR WARRANTY DELINEATED HEREIN IS HEREBY VOIDED AND OTHERWISE UNENFORCEABLE. CUSTOMER SHOULD CONSULT THE MANUFACTURER OF ANY PRODUCT TO DETERMINE WHAT, IF ANY, WARRANTIES IT PROVIDES. ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS. VST'S LIABILITY FOR BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, IS EXPRESSLY

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LIMITED AT THE OPTION OF VST: (A) TO THE REPLACEMENT AT THE AGREED POINT OF DELIVERY OF ANY PRODUCTS OR SERVICES FOUND TO BE DEFECTIVE OR NOT TO CONFORM TO THE SPECIFICATIONS SET FORTH HEREIN (UPON DELIVERY OF THE PRODUCT BY CUSTOMER TO VST), (B) TO THE REPAIR OF SUCH PRODUCTS OR SERVICES (UPON DELIVERY OF THE PRODUCT BY CUSTOMER TO VST); OR (C) TO THE REFUND OR CREDITING TO CUSTOMER OF THE PRICE OF SUCH PRODUCTS OR SERVICES.

5. Delivery Terms. Delivery dates are approximate and are based upon prompt receipt of all necessary information from Customer. Unless otherwise specified by VST, delivery will be made and title will pass to Customer upon Customer's acceptance of conformity. Further, Customer is responsible for any job-site preparation or any other requirement needed in order for VST to meet its obligations as set forth herein.

6. Unforeseen Conditions or Change Orders. Should concealed conditions encountered in the performance of VST's work in a structure be a variance with the conditions indicated by the contract documents or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in the work of the character provided for in the contract documents be encountered, the compensation to be paid to VST for the work shall be adjusted by a Change Order. If VST encounters unforeseen conditions or circumstances during installation and/or maintenance at Customer's site that materially increase the cost or complexity of the work VST agreed to perform, Customer agrees to compensate VST for the extra materials and labor required by the unforeseen conditions or circumstances and for any additional costs, expenses or fees that VST incurs due to these circumstances. Further, if Customer materially changes any of the conditions or demands required of VST, then Customer hereby agrees to compensate VST for the extra materials and labor required and for any additional costs, expenses or fees that VST incurs due to these changes.

7. Dispute Resolution. Customer and VST agree that any and all disputes arising out of, or relating to, Customer's purchase of VST's products, attempted purchase of VST products, purchase of VST's service and /or installation of any product, use of VST's products, and/or any warranty(ies) alleged to cover VST's products, shall be resolved by binding arbitration in Birmingham, Alabama to the exclusion of all other locations. Further, Customer and VST hereby state and agree that any relationship between them and any transactions related to this or any other agreement to which they are a party specifically and without revocation are involved and touch upon interstate commerce. This provision shall apply to any and all claims whatsoever, whether they sound in contract, tort, or otherwise, with the sole exception being claims asserted by VST for non-payment, and without regard to whether they are based on conduct occurring before Customer's purchase of VST's products, or execution of a Service Agreement. The arbitration shall be governed by the rules and procedures promulgated by the American Arbitration Association that are in effect at the time of the dispute. The arbitrator shall have full authority to award costs, including reasonable attorney's fees, to the prevailing party.

8. Waiver of Trial by Jury. In the event that the Arbitration Agreement contained in these Standard Terms and Conditions is declared to be unenforceable by a court of law for any reason, Customer and VST, and their successors and assigns, do hereby waive their right to a trial by jury of any claim, counterclaim, cross-claim, or third-party claim, including any and all claims for injury or damage, brought by either party against the other that arises out of, or is related to, this Agreement, Customer's relationship with VST, Customer's purchase of VST's products, Customer's attempted

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purchase of VST's products, the use of VST's products, the servicing and/or installation of VST's products, and/or any warranty(ies) alleged to cover VST's products. VST and Customer make this waiver to avoid the additional time and expense jury trials require.

9. Acknowledgment. Customer acknowledges that VST shall not be responsible for any damages, claims, or injuries arising from Customer's improper use of VST's work delivered, services, Customer's failure to properly maintain VST's products, Customer's modification or alteration of VST's products, or Customer's negligence. Customer agrees to indemnify VST and hold it harmless from any and all claims, injuries, or damages arising from Customer's improper use or maintenance of VST's products, Customer's modification or alteration of VST's products, or Customer's negligence. Further, Customer acknowledges that VST, when rendering its work and services, relies upon quotes, part numbers, part information and other information provided to it by third parties. Accordingly, VST will use reasonable skill and care in performing its services but cannot guarantee that, all information it relied upon is accurate, complete or correct, and shall not be held responsible for any errors including manifest and typographical errors.

10. Payment. Terms of payment shall be the following: 50% of the total amount due shall be paid upon acceptance of the Proposal as a deposit. The remaining 50% shall be paid in "progress billings" as determined and calculated by VST at its sole discretion and billed every 30 days after work begins with payment due within ten (10) days after each bill. Any Change Order, extra charge or extra expense shall be added immediately to the next progress billing and shall be due within ten (10) days after that bill date. Further, should the costs of any part or supply change after acceptance of the Proposal by Customer, Customer hereby agrees that VST shall be entitled to receive and Customer agrees to pay any additional cost incurred by VST in procuring said part or supply in addition to the amounts set forth in the Proposal. Additionally, VST at its discretion shall be entitled to receive and Customer agrees to pay a fuel surcharge to pay any additional cost incurred by VST in the performance of its obligations caused by an increase in VST's fuel costs. Should the financial condition or responsibility of Customer at any time become unsatisfactory to VST, VST shall have the right, at its discretion, to require payment in advance for any shipment hereunder or satisfactory security thereof. If Customer fails to make payment in accordance with the terms of these Standard Terms and Conditions, or fails to comply with any provision hereof, VST may, at its discretion, in addition to any other remedies, cancel any agreement. Customer shall remain liable for all unpaid amounts. In the event Customer fails to make payment in accordance with the terms of Standard Terms and Conditions, the account shall be deemed delinquent and a late charge of one and one-half percent (1½%) per month will be added to the unpaid balance. Customer agrees to pay all collection costs and expenses, including reasonable attorneys' fees that VST incurs in collecting, or attempting to collect, said amount. Further, if Customer, in VST's sole discretion, remains in default greater than thirty (30) days of any sum due under this Agreement, or if Customer destroys or otherwise damages any installed equipment or product under this Agreement, VST may repossess the equipment or property by legal process or self help without the use of force. Nothing in this Agreement shall authorize a violation of criminal law or other applicable statute. In the event of default, VST may take possession of the equipment or property wherever found, including any governmental property or facility. In order to reinstate the Agreement after repossession occurs, Customer must pay: All past due charges, the reasonable cost of pick-up and delivery and a reinstatement fee of \$1000.00. THE CUSTOMER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT JURISDICTION AND VENUE FOR ANY ACTIONS BROUGHT BY EITHER PARTY SHALL BE

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Proposal Number: 17510-1-0
City of Orange Beach
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EXCLUSIVELY IN SHELBY COUNTY, ALABAMA, and that Customer hereby submits itself to the Jurisdiction of Shelby County, Alabama, and hereby waives any jurisdictional objection thereto.

11. Delay. VST shall not be liable for any failure or delay in manufacture, shipment, delivery of products, or performance of service/maintenance resulting from any cause beyond VST's control, including, but not limited to, provisions of law or governmental regulations, accident, explosion, fire, windstorm, flood or other casualty, strike, lockout, or other labor difficulty, riot, war, insurrection, shortage of, or inability to secure, labor, raw materials, production or transportation facilities.

12. Assignment. Customer may not assign this agreement without prior written consent of VST.

13. Waiver. Waiver of any breach of this contract shall not be construed as a waiver of any other breach .

14. Governing Law. The parties agree that the interpretation and validity of these Standard Terms and Conditions shall be governed by Alabama law.

15. Modification. There are no terms, conditions, under-standings, or agreements between Customer and VST other than those stated herein, and all prior proposals and negotiations are merged herein. NO TERMS AND CONDITIONS IN ANY WAY ALTERING OR MODIFYING THE PROVISIONS HEREIN SHALL BE BINDING UPON VST UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF VST. NO MODIFICATION OR ALTERATION OF THE PROVISIONS HEREIN SHALL RESULT FROM VST'S PERFORMANCE FOLLOWING RECEIPT OF CUSTOMER'S PURCHASE ORDER, SHIPPING ORDER, OR OTHER FORMS CONTAINING PROVISIONS, TERMS, AND CONDITIONS IN ADDITION TO, IN CONFLICT WITH, OR INCONSISTENT WITH, THE PROVISIONS HEREIN.

16. Termination by Customer. The Customer may terminate this Agreement for cause. Such termination may be made only after first giving VST written notice giving VST at least twenty (20) days to cure any default or breach of the contract by VST. If VST fails to cure said default or breach within this twenty (20) day notice, the Customer may then give ten (10) days written notice prior to the effective date of termination of this Agreement. Such notice shall be deemed given if delivered or mailed to the last known address of VST. From and after the effective date specified in such termination notice this Agreement shall be terminated. In the event of such termination, the Customer shall immediately pay VST compensation for services performed hereunder as calculated and delivered by VST to Customer. Such compensation shall be paid within five (5) business days of delivery of said amount by VST to Customer. After this five (5) day period, any amount due shall be subject to late fees and interest in the amount of 1.5% per month.

17. Termination by VST. VST may terminate this Agreement for cause. Such termination may be made only after first giving Customer written notice giving Customer at least twenty (20) days to cure any default or breach of the contract by Customer. If Customer fails to cure said default or breach within this twenty (20) day notice, the VST may then give ten (10) days written notice prior to the effective date of termination of this Agreement. Such notice shall be deemed given if delivered or mailed to the last known address of Customer. From and after the effective date specified in such termination notice this Agreement shall be terminated. In the event of such termination, Customer shall immediately pay

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City of Orange Beach
Date: February 20, 2026

VST compensation for services performed hereunder as calculated and delivered by VST to Customer. Such compensation shall be paid within five (5) business days of delivery of said amount by VST to Customer. After this five (5) day period, any amount due shall be subject to late fees and interest in the amount of 1.5% per month.

In the event Customer cures any default or breach as delineated in this paragraph, then Customer shall be responsible for any fees, fines, costs, expenses or other monetary damages resulting from Customer's default or breach as determined by VST.

Vision Security Technologies is a proud member of the Alabama Electronic Security Board of Licensure, license #591. If there are unresolved issues, you may contact AESBL at 334-264-9388 or 7956 Vaughn Road, PMB 392, Montgomery, AL 36116.

Initials: _____

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**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 7, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of an Access Control System at the Softball/Baseball Locker Room for the Parks and Recreation Department through State Bid from Vision Security Technologies Inc. in the amount of \$4,626.86. (NA/SS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 04-21-26 26-xxx Authorize Purchase Access Control Softball Baseball Locker Room State Bid
2. 2026.04.01 Quote - Parks Sportsplex - Vision Security Technologies Access Control Softball Baseball Locker Room

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF AN
ACCESS CONTROL SYSTEM AT THE SOFTBALL/BASEBALL LOCKER ROOM
FOR THE PARKS AND RECREATION DEPARTMENT
THROUGH STATE BID FROM VISION SECURITY TECHNOLOGIES INC.
IN THE AMOUNT OF \$4,626.86**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of a Access Control System at the Softball/Baseball Locker Room located at the Orange Beach Sportsplex for the Parks and Recreation Department from Vision Security Technologies Inc. through Alabama State Bid in an amount not to exceed \$4,626.86;
2. That the Mayor is hereby authorized to approve payment to Vision Security Technologies Inc. in the amount of \$4,626.86 for a Access Control System, per Proposal No. 17707-1-0 dated April 1, 2026;
3. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 21st DAY OF APRIL, 2026.

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. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 21, 2026.

City Clerk



Softball Baseball Locker Room Access Control V2

Prepared for:
City of Orange Beach
4385 William Silvers Pkwy
Orange Beach, AL 36561

Prepared by:
Kevin Daly
Account Manager
kevin.daly@visionsoutheast.com
Cell: 217-620-5028

Proposal Issued:
4/1/2026

Proposal Valid To:
5/1/2026



Proposal Number: 17707-1-0
City of Orange Beach
Date: April 1, 2026

PROJECT DESCRIPTION

Name: City of Orange Beach

Site: Sports Complex

4385 William Silvers Pkwy
Orange Beach, AL 36561

Billing: City of Orange Beach

26251 Canal Road
Orange Beach, AL 36561

Contact

Glenn Smith, Construction and
Facilities Manager

P: (251) 504-4818

C:

E: glennsmith@orangebeachal.gov

We appreciate your time and this opportunity. The following information summarizes your current estimate and is a scope of work as we understand your needs. We have abbreviated a few items in an effort to streamline this document. Within the scope "VST" is Vision Security Technologies, "customer" designates the customer and "others" would be vendors working directly for you. Specific devices and part numbers can be found on the actual estimate. Please review this information and let us know if you have any questions.

Vision Security Technologies (VST) to provide and install new access control hardware and connect to the existing Avigilon access control system located at City Hall at the Softball / Baseball locker room rear doors for the City of Orange Beach located in Mobile Alabama to consist of the following:

Access Control

VST to install one customer provided 2-door LifeSafety power supply enclosure.

VST to install one customer provided network reader board, one electrified strike with built in DPS, and one REX motion device.

VST to provide and install two (2) key pad card readers, one (1) electrified strike with built in DPS, and one (1) REX motion device.

VST to provide and install one (1) router to connect to the existing access control server located at City Hall.

VST to use existing reader licenses.

Other

Customer or other is responsible for adding card holders and programming access control rights and schedules.

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Proposal Number: 17707-1-0
City of Orange Beach
Date: April 1, 2026

Unless specifically outlined above, the customer or others is responsible for all: A.C. power, network connectivity, All conduit pathways, J-boxes within 36" of camera locations, all wiring and wiring paths that require masonry or structural penetrations, lifts or specialized training for this project.

This project is being quoted as tax exempt. Materials will be purchased using a Certificate of Exemption per Act 2013-205 and Alabama Department Rule 810-6-3-77. The tax exempt entity will be required to file application, Form St: EXC-01.

Thank you for allowing Vision Security Technologies this opportunity. We look forward to working with you.

SCOPE DETAILS

- All work proposed shall be performed during normal business hours Monday through Friday 8:00AM -5:00PM
- 120 VAC power outlets and hardware connections are excluded from this project and are the responsibility of others.

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Proposal Number: 17707-1-0
City of Orange Beach
Date: April 1, 2026

BILL OF MATERIALS

Name: City of Orange Beach

Site: Sports Complex

4385 William Silvers Pkwy
Orange Beach, AL 36561

Billing: City of Orange Beach

26251 Canal Road
Orange Beach, AL 36561

Contact

Glenn Smith, Construction and Facilities
Manager

P: (251) 504-4818

C:

E: glennsmith@orangebeachal.gov

Access			\$4,626.86
QTY	Description	Unit Price	Ext.Price
1	Electric Strike, Fail Safe/Fail Secure, 12/24 VDC,	\$545.34	\$545.34
1	Request to Exit - Light Grey, Needs backplate DS-T	\$108.74	\$108.74
1	Bosch RTE Back Plates Grey	\$3.10	\$3.10
2	SIGNO 40K,BLK/SLVR,PIG,CRD PFL T2-SMART,BLE:ON,WIE	\$453.94	\$907.88
1	Omada Multi-Gigabit VPN Router	\$155.96	\$155.96
Supplies & Materials:			
QTY	Description		Ext.Price
2	Hardware		\$50.84

Total Equipment	\$1,721.02
Total Labor	\$2,855.00
Total Supplies & Materials	\$50.84
Total Purchase Price	\$4,626.86

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Proposal Number: 17707-1-0
City of Orange Beach
Date: April 1, 2026

Vision Security Technologies

Name: _____
Title: _____
Date: _____

City of Orange Beach

Name: _____
Title: _____
Date: _____

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Proposal Number: 17707-1-0
City of Orange Beach
Date: April 1, 2026

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2. **Force Majeure.** If the performance of the Agreement, or of any obligation hereunder is prevented, restricted or interfered with by reason of fire, breakdown of plant, labor disputes, embargoes, government ordinances or requirements, civil or military authorities, acts of God or the public enemy, acts or omissions of carriers, or other causes beyond the reasonable control of the party whose performance is affected, then the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on the day -for-day basis to the extent such party's obligations relate to the performance so prevented, restricted or interfered with); provided that the party so affected shall use its best efforts to avoid or remove such causes .

3. **Limitation of Liability.** In no event will VST be liable for consequential damages, including lost profits, loss of investment, or other incidental damages incurred from Customer's investment based on the Scope of Work to be performed by VST under this Agreement. VST's total liability for work performed shall never exceed the amount paid by the Customer for services performed under this Agreement.

4. **WARRANTIES.** VST WARRANTS THAT THE PRODUCTS COVERED HEREBY CONFORM TO THE DESCRIPTION AND SPECIFICATIONS, IF ANY. THE USE OF THE PRODUCTS BY CUSTOMER CONSTITUTES CUSTOMER'S ACCEPTANCE OF CONFORMITY. VST WARRANTS THE WORKMANSHIP OF ITS INSTALLATION FOR A PERIOD OF ONE (1) YEAR FOLLOWING INSTALLATION. SHOULD CUSTOMER OR ANY OTHER PERSON OR ENTITY WORK ON, ADJUST OR OTHERWISE TOUCH THE PRODUCT WARRANTED BY VST, VST'S ONE-YEAR WARRANTY DELINEATED HEREIN IS HEREBY VOIDED AND OTHERWISE UNENFORCEABLE. CUSTOMER SHOULD CONSULT THE MANUFACTURER OF ANY PRODUCT TO DETERMINE WHAT, IF ANY, WARRANTIES IT PROVIDES. ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS. VST'S LIABILITY FOR BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, IS EXPRESSLY

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LIMITED AT THE OPTION OF VST: (A) TO THE REPLACEMENT AT THE AGREED POINT OF DELIVERY OF ANY PRODUCTS OR SERVICES FOUND TO BE DEFECTIVE OR NOT TO CONFORM TO THE SPECIFICATIONS SET FORTH HEREIN (UPON DELIVERY OF THE PRODUCT BY CUSTOMER TO VST), (B) TO THE REPAIR OF SUCH PRODUCTS OR SERVICES (UPON DELIVERY OF THE PRODUCT BY CUSTOMER TO VST); OR (C) TO THE REFUND OR CREDITING TO CUSTOMER OF THE PRICE OF SUCH PRODUCTS OR SERVICES.

5. Delivery Terms. Delivery dates are approximate and are based upon prompt receipt of all necessary information from Customer. Unless otherwise specified by VST, delivery will be made and title will pass to Customer upon Customer's acceptance of conformity. Further, Customer is responsible for any job-site preparation or any other requirement needed in order for VST to meet its obligations as set forth herein.

6. Unforeseen Conditions or Change Orders. Should concealed conditions encountered in the performance of VST's work in a structure be a variance with the conditions indicated by the contract documents or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in the work of the character provided for in the contract documents be encountered, the compensation to be paid to VST for the work shall be adjusted by a Change Order. If VST encounters unforeseen conditions or circumstances during installation and/or maintenance at Customer's site that materially increase the cost or complexity of the work VST agreed to perform, Customer agrees to compensate VST for the extra materials and labor required by the unforeseen conditions or circumstances and for any additional costs, expenses or fees that VST incurs due to these circumstances. Further, if Customer materially changes any of the conditions or demands required of VST, then Customer hereby agrees to compensate VST for the extra materials and labor required and for any additional costs, expenses or fees that VST incurs due to these changes.

7. Dispute Resolution. Customer and VST agree that any and all disputes arising out of, or relating to, Customer's purchase of VST's products, attempted purchase of VST products, purchase of VST's service and /or installation of any product, use of VST's products, and/or any warranty(ies) alleged to cover VST's products, shall be resolved by binding arbitration in Birmingham, Alabama to the exclusion of all other locations. Further, Customer and VST hereby state and agree that any relationship between them and any transactions related to this or any other agreement to which they are a party specifically and without revocation are involved and touch upon interstate commerce. This provision shall apply to any and all claims whatsoever, whether they sound in contract, tort, or otherwise, with the sole exception being claims asserted by VST for non-payment, and without regard to whether they are based on conduct occurring before Customer's purchase of VST's products, or execution of a Service Agreement. The arbitration shall be governed by the rules and procedures promulgated by the American Arbitration Association that are in effect at the time of the dispute. The arbitrator shall have full authority to award costs, including reasonable attorney's fees, to the prevailing party.

8. Waiver of Trial by Jury. In the event that the Arbitration Agreement contained in these Standard Terms and Conditions is declared to be unenforceable by a court of law for any reason, Customer and VST, and their successors and assigns, do hereby waive their right to a trial by jury of any claim, counterclaim, cross-claim, or third-party claim, including any and all claims for injury or damage, brought by either party against the other that arises out of, or is related to, this Agreement, Customer's relationship with VST, Customer's purchase of VST's products, Customer's attempted

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purchase of VST's products, the use of VST's products, the servicing and/or installation of VST's products, and/or any warranty(ies) alleged to cover VST's products. VST and Customer make this waiver to avoid the additional time and expense jury trials require.

9. Acknowledgment. Customer acknowledges that VST shall not be responsible for any damages, claims, or injuries arising from Customer's improper use of VST's work delivered, services, Customer's failure to properly maintain VST's products, Customer's modification or alteration of VST's products, or Customer's negligence. Customer agrees to indemnify VST and hold it harmless from any and all claims, injuries, or damages arising from Customer's improper use or maintenance of VST's products, Customer's modification or alteration of VST's products, or Customer's negligence. Further, Customer acknowledges that VST, when rendering its work and services, relies upon quotes, part numbers, part information and other information provided to it by third parties. Accordingly, VST will use reasonable skill and care in performing its services but cannot guarantee that, all information it relied upon is accurate, complete or correct, and shall not be held responsible for any errors including manifest and typographical errors.

10. Payment. Terms of payment shall be the following: 50% of the total amount due shall be paid upon acceptance of the Proposal as a deposit. The remaining 50% shall be paid in "progress billings" as determined and calculated by VST at its sole discretion and billed every 30 days after work begins with payment due within ten (10) days after each bill. Any Change Order, extra charge or extra expense shall be added immediately to the next progress billing and shall be due within ten (10) days after that bill date. Further, should the costs of any part or supply change after acceptance of the Proposal by Customer, Customer hereby agrees that VST shall be entitled to receive and Customer agrees to pay any additional cost incurred by VST in procuring said part or supply in addition to the amounts set forth in the Proposal. Additionally, VST at its discretion shall be entitled to receive and Customer agrees to pay a fuel surcharge to pay any additional cost incurred by VST in the performance of its obligations caused by an increase in VST's fuel costs. Should the financial condition or responsibility of Customer at any time become unsatisfactory to VST, VST shall have the right, at its discretion, to require payment in advance for any shipment hereunder or satisfactory security thereof. If Customer fails to make payment in accordance with the terms of these Standard Terms and Conditions, or fails to comply with any provision hereof, VST may, at its discretion, in addition to any other remedies, cancel any agreement. Customer shall remain liable for all unpaid amounts. In the event Customer fails to make payment in accordance with the terms of Standard Terms and Conditions, the account shall be deemed delinquent and a late charge of one and one-half percent (1½%) per month will be added to the unpaid balance. Customer agrees to pay all collection costs and expenses, including reasonable attorneys' fees that VST incurs in collecting, or attempting to collect, said amount. Further, if Customer, in VST's sole discretion, remains in default greater than thirty (30) days of any sum due under this Agreement, or if Customer destroys or otherwise damages any installed equipment or product under this Agreement, VST may repossess the equipment or property by legal process or self help without the use of force. Nothing in this Agreement shall authorize a violation of criminal law or other applicable statute. In the event of default, VST may take possession of the equipment or property wherever found, including any governmental property or facility. In order to reinstate the Agreement after repossession occurs, Customer must pay: All past due charges, the reasonable cost of pick-up and delivery and a reinstatement fee of \$1000.00. THE CUSTOMER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT JURISDICTION AND VENUE FOR ANY ACTIONS BROUGHT BY EITHER PARTY SHALL BE

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Proposal Number: 17707-1-0
City of Orange Beach
Date: April 1, 2026

EXCLUSIVELY IN SHELBY COUNTY, ALABAMA, and that Customer hereby submits itself to the Jurisdiction of Shelby County, Alabama, and hereby waives any jurisdictional objection thereto.

11. Delay. VST shall not be liable for any failure or delay in manufacture, shipment, delivery of products, or performance of service/maintenance resulting from any cause beyond VST's control, including, but not limited to, provisions of law or governmental regulations, accident, explosion, fire, windstorm, flood or other casualty, strike, lockout, or other labor difficulty, riot, war, insurrection, shortage of, or inability to secure, labor, raw materials, production or transportation facilities.

12. Assignment. Customer may not assign this agreement without prior written consent of VST.

13. Waiver. Waiver of any breach of this contract shall not be construed as a waiver of any other breach .

14. Governing Law. The parties agree that the interpretation and validity of these Standard Terms and Conditions shall be governed by Alabama law.

15. Modification. There are no terms, conditions, under-standings, or agreements between Customer and VST other than those stated herein, and all prior proposals and negotiations are merged herein. NO TERMS AND CONDITIONS IN ANY WAY ALTERING OR MODIFYING THE PROVISIONS HEREIN SHALL BE BINDING UPON VST UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF VST. NO MODIFICATION OR ALTERATION OF THE PROVISIONS HEREIN SHALL RESULT FROM VST'S PERFORMANCE FOLLOWING RECEIPT OF CUSTOMER'S PURCHASE ORDER, SHIPPING ORDER, OR OTHER FORMS CONTAINING PROVISIONS, TERMS, AND CONDITIONS IN ADDITION TO, IN CONFLICT WITH, OR INCONSISTENT WITH, THE PROVISIONS HEREIN.

16. Termination by Customer. The Customer may terminate this Agreement for cause. Such termination may be made only after first giving VST written notice giving VST at least twenty (20) days to cure any default or breach of the contract by VST. If VST fails to cure said default or breach within this twenty (20) day notice, the Customer may then give ten (10) days written notice prior to the effective date of termination of this Agreement. Such notice shall be deemed given if delivered or mailed to the last known address of VST. From and after the effective date specified in such termination notice this Agreement shall be terminated. In the event of such termination, the Customer shall immediately pay VST compensation for services performed hereunder as calculated and delivered by VST to Customer. Such compensation shall be paid within five (5) business days of delivery of said amount by VST to Customer. After this five (5) day period, any amount due shall be subject to late fees and interest in the amount of 1.5% per month.

17. Termination by VST. VST may terminate this Agreement for cause. Such termination may be made only after first giving Customer written notice giving Customer at least twenty (20) days to cure any default or breach of the contract by Customer. If Customer fails to cure said default or breach within this twenty (20) day notice, the VST may then give ten (10) days written notice prior to the effective date of termination of this Agreement. Such notice shall be deemed given if delivered or mailed to the last known address of Customer. From and after the effective date specified in such termination notice this Agreement shall be terminated. In the event of such termination, Customer shall immediately pay

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Proposal Number: 17707-1-0
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VST compensation for services performed hereunder as calculated and delivered by VST to Customer. Such compensation shall be paid within five (5) business days of delivery of said amount by VST to Customer. After this five (5) day period, any amount due shall be subject to late fees and interest in the amount of 1.5% per month.

In the event Customer cures any default or breach as delineated in this paragraph, then Customer shall be responsible for any fees, fines, costs, expenses or other monetary damages resulting from Customer's default or breach as determined by VST.

Vision Security Technologies is a proud member of the Alabama Electronic Security Board of Licensure, license #591. If there are unresolved issues, you may contact AESBL at 334-264-9388 or 7956 Vaughn Road, PMB 392, Montgomery, AL 36116.

Intials: _____

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**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 7, 2026**

Departments: Community Development

Description of Topic:

Reschedule public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0403-PUD-26, Pirates Voyage PUD from April 21, 2026, to June 2, 2026.

Background/Description: Kadre Engineering, on behalf of Beech Camper & Mobile Home Park Inc., requests preliminary and final PUD approval to rezone 24+ acres from Mobile Home Park (MHP) to Planned Unit Development (PUD) with the initial phase on 13+ acres featuring a 59,000-SF dinner theater. The property is located at 4224 Orange Beach Boulevard.

Action Options/Recommendation: The Planning Commission will consider this application at its regular meeting on April 13, 2026.

Source of Funding (if applicable): N/A

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 7, 2026**

Departments: Community Development

Description of Topic: Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0406-PUDA-26, Buena Vista PUD Minor Modification, Lot 72. (Suggested date 5/19/2026) (GP)

Background/Description: Morace Builders, on behalf of Duane Mathias, requests approval of a minor modification to the Buena Vista Planned Unit Development Master Plan to increase the allowable total footprint 160 square feet to allow for a golf cart garage on a coach house. The property is located at 23601 Perdido Beach Boulevard and is Lot 72 in the resort.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 7, 2026**

Departments: Community Development

Description of Topic: Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0401-CU-26, Bayside Orange Beach Garages, Phase 2 Conditional Use Approval on April 21, 2026.

Background/Description: Bayside Orange Beach LLC requests conditional use approval for the second phase of its development consisting of the south building. The property is located at 24701 Pelican Place in the General Business (GB) zoning district.

Action Options/Recommendation: The Planning Commission will consider this application at its regular meeting on April 13, 2026.

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
APRIL 7, 2026**

Departments: City Clerk

Description of Topic: Ordinance providing for the continued local recognition of State Routes within the City of Orange Beach. (AR)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2026-xxxx Local Recognition State Routes Street Names
2. 2026-xxxx Local Recognition State Routes Street Names - Map

ORDINANCE NO. 2026-xxxx

**AN ORDINANCE PROVIDING FOR THE CONTINUED LOCAL RECOGNITION OF
STATE ROUTES WITHIN THE CITY OF ORANGE BEACH**

FINDINGS:

1. There are currently five State Routes located within the City of Orange Beach, four of which have their own locally recognized name historically used for geographic and identification purposes by citizens, visitors, and service providers. The fifth is the newly-constructed roadway which begins in the City of Gulf Shores and ends in the City of Orange Beach.
2. The section of the southern-most roadway running east and west within the City of Orange Beach officially designated by the State of Alabama as State Route 182 is, beginning at Mile Marker 9.73 and ending at Mile Marker 17.04 (*the most western and eastern limits of the City of Orange Beach, respectively*), historically known within the City as Perdido Beach Boulevard.
3. The section of roadway running north and south within the City of Orange Beach officially designated by the State of Alabama as State Route 161 is, beginning at Mile Marker 0 and ending at Mile Marker 1.70 (*that intersection of SR161 and SR 182 and that intersection whereby Canal Road is separated into State Route and City-owned roadway, respectively*), historically known within the City as Orange Beach Boulevard.
4. The section of roadway running east and west within the City of Orange Beach officially designated by the State of Alabama as State Route 180 is, beginning at Mile Marker 23.99 and ending at Mile Marker 25.48, historically known within the City as Canal Road.
5. The section of roadway running east and west within the City of Orange Beach previously known as State Route 180 now officially designated by State action as State Route 161 is, beginning at Mile Marker 1.70 and ending at Mile Marker 4.60, historically known as Canal Road.
6. The section of roadway ending at the northern-most limits of the City of Orange Beach on what has been officially designated by the State of Alabama as State Route 161 is, beginning at Mile Marker 4.6 and ending at Mile Marker 6.02, historically known within the City as Foley-Beach Express.
7. The section of roadway beginning east of the intersection of the newly constructed section of roadway designated by the State as Alabama Beaches Parkway and the newly designated State Route 306 at Mile Marker 0.27 and ending at Mile Marker 0.65, historically known within the City as Brown Lane.
8. The newly constructed section of roadway and bridge on what is known within the City of Orange Beach as Canal Road located west of what is known as the Foley Beach Express which has now been officially designated by the State of Alabama as State Route 161 South Bound, shall be known within the City of Orange Beach as Alabama Beaches Parkway. This name designation shall coincide with its designation within the City of Gulf Shores, Alabama, whose limits the rest of the roadway lies within.
9. The City Council desires to formally acknowledge that, notwithstanding the official state highway designations of State Routes 180, 161 South Bound, 161, 182, and 306 the portions of those roadways located within the municipal jurisdiction of the City of Orange Beach shall continue to be locally and historically recognized as those above-referenced names in Paragraphs 2-8.

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

1. That the City Council hereby declares that the portions of State Routes 180, 161 South Bound, 161, 182, and 306 located within the municipal limits of the City of Orange Beach shall continue to be locally recognized as referenced in the above Findings and the attached Exhibit A for historical, geographic, and community identification purposes;
2. That nothing in this Ordinance shall be construed to alter, amend, or conflict with the official designations or the roadways as State Route 180, State Route 161 South Bound, State Route 161, State Route 182 or State Route 306 as established by the Alabama Department of Transportation;
3. That officers and employees of the City of Orange Beach are hereby authorized to reference those names as previously referenced in the above Findings and attached Exhibit A in City communications, mapping, wayfinding, and informational materials when referring to the portions of those officially designated State Routes within the City limits, where appropriate; and
4. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 21st DAY OF APRIL, 2026.

Renee Eberly
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies
that the foregoing **ORDINANCE 2026-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

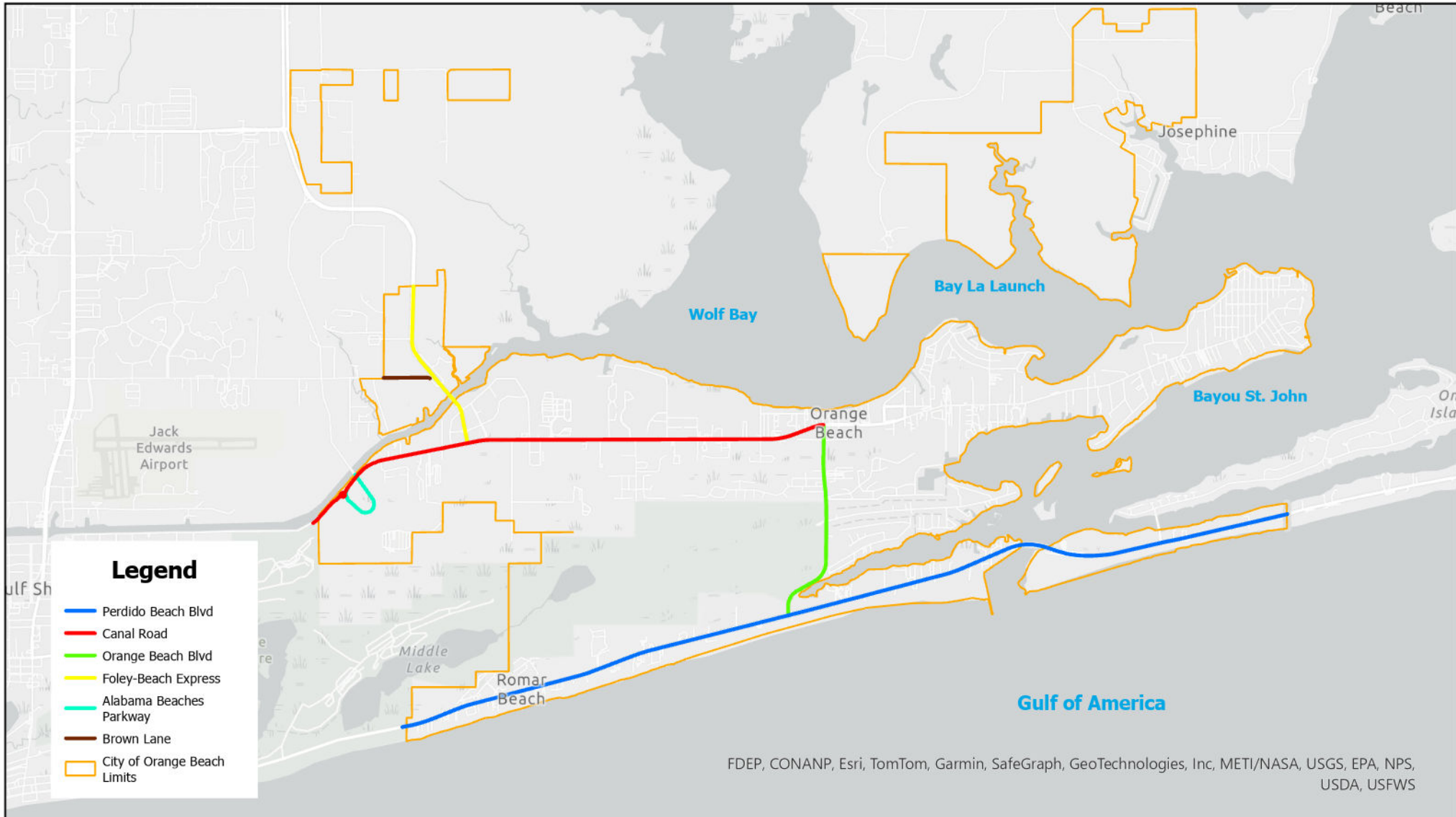


City of Orange Beach State Highway Location and Local Names



0 0.5 1 2 Miles

April 2026



- Perdido Beach Blvd: SR 182 Mile Marker 9.73 - 17.04
- Orange Beach Blvd: SR 161 Mile Marker 0 - 1.70
- Canal Road: SR 161 Mile Marker 1.70 - 4.6
- Canal Road: Continuing SR 180 Mile Marker 25.48 - 23.99
- Foley-Beach Express: SR 161 Mile Marker 4.6 - 6.02
- Alabama Beaches Parkway: SR 161 South Bound within the City of Orange Beach
- Brown Lane: SR 306 Mile Marker 0.27 - 0.65