



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Regular Council Meeting 05/19/2026
2. Committee of the Whole 05/19/2026

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

1. Discuss silent auction donation request for the 2026 Alabama Governor's Conference on Tourism. (DB/JL)

Resolutions

1. Resolution authorizing the purchase of a Dispatch Radio Console for the Police Department through State Bid from Motorola Solutions, Inc., in the amount of \$39,007.20. (TJ)
2. Resolution authorizing the purchase of Office Furniture for the Fire Department through State Bid from McAleer's Office Furniture Company, Inc., in the amount of \$59,108.96. (JS)
3. Resolution authorizing submittal of a FY2025 Assistance to Firefighters Grant Application for the purchase of SCBA Units. (NW/JS)
4. Resolution amending the Fee Schedule fo the Coastal Arts Center of Orange Beach. (DB)

5. Resolution authorizing the execution of a use agreement with Blue Marlin Grand Championship, LLC, for safety barricades during the 2026 Blue Marlin Grand Championship event. (JL/TT)
6. Resolution authorizing the execution of a task order with Sawgrass Consulting, LLC, to provide professional services for Orange Beach Recreation Complex Improvements in an amount not to exceed \$170,600. (CP)
7. Resolution authorizing execution of Change Order No. 2 with Roy Lewis Construction Corporation for drainage improvements adjacent to the Fire Training Center in an amount not to exceed \$15,983.63. (GS)
8. Resolution authorizing execution of a task order with GeoCon Engineering and Materials Testing, Inc., to provide a preliminary soil study for Kids Park Playground Shade Structures in an amount not to exceed \$2,500. (GS)

Public Hearings

1. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0503-PUD-26, Bubba's Seaside Mini Golf PUD on June 16, 2026.
2. 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 June 16, 2026, to July 21, 2026. - Third and final deferral by applicant.

Ordinances

V. Public Comments

VI. Adjourn

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
MAY 19, 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 Pastor Jared Jones, Central Church Orange Beach

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

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

Absent: Councilmember Jack Robertson
Councilmember Jerry Johnson

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Work Session	04/21/2026
Regular Council Meeting	04/21/2026
Committee of the Whole	04/21/2026

The reading was waived and minutes were approved as written.

VII. REPORTS OF OFFICERS/COMMITTEES

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

Councilmember Silvers congratulated the Orange Beach High School Lady Makos for winning their sixth consecutive state championship.

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; Harrelson, aye; Stuart, aye; Kennon, aye. **Motion passed. (4-0).**

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; Harrelson, aye; Stuart, aye; Kennon, aye. **Motion passed. (3-0-1).**

IX. PRESENTATIONS

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

Resolutions

1. Resolution designating the official name of Beach Boulevard East. **Motion made (Silvers/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution awarding the bid for Barricades to Friedrichs Custom Manufacturing, Inc., in the amount of \$48,750. **Motion made (Harrelson/Stuart) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution awarding the bid for a Pump for the Sewer Department to Hydra Service, Inc., in the amount of \$75,590. **Motion made (Silvers/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution awarding the bid for County Road 4 Lift Station Rehabilitation and Pump Installation for the Sewer Department to QR Contracting, LLC, in an amount not to exceed \$307,303. **Motion made (Silvers/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. Resolution amending Resolution No. 26-117 appointing Tina D'Aversa to the Board of Adjustment to move Grant Nichols from a supernumerary position. **Motion made (Stuart/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

Public Hearings

1. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0406-PUDA-26, Buena Vista PUD Minor Modification, Lot 72.

Griffin Powell, City Planner, presented the request for approval of a Minor Modification to the Buena Vista PUD Master Plan to increase the allowable total footprint by 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.

Mayor Kennon asked if this type of request has been granted in the past. Griffin responded that a kitchen expansion was requested and approved for every lot at the time of the PUD approval, but that this request is specific to Lot 72, and a singular request has not been previously made or granted.

Mayor and Council verified that the Buena Vista Homeowners Association has approved the request.

Councilmember Stuart confirmed with Griffin that the request does not have a negative impact on drainage.

Mayor and Council requested that, in the future, the PUD request modifications be made uniformly to every lot, rather than each lot submitting individual requests.

There being no additional comments, the public hearing adjourned.

2. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0408-PUDA-26, Moondance PUD, Boat Slips.

City Council agreed to defer the public hearing and first reading to the next council meeting on June 2, 2026, at the request of the Applicant.

3. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0411-PUD-25, The Wharf Landing Residential District PUD.

Griffin Powell, City Planner, presented the request for Preliminary and Final PUD Approval to rezone 28+ acres from GB (General Business) to PUD (Planned Unit Development) for a single-family residential development containing 142 lots. This project will be on Lot 1 of The Wharf Landing Phase 3 Subdivision and Lot 2 of The Wharf Landing Phase 4 Subdivision, located in the Margaritaville Resort on Margaritaville Way and Brown Lane. Griffin clarified that the application was submitted prior to when the current moratorium went into effect last year. He also shared that the Planning Commission gave this project a 6-0 favorable recommendation.

Councilmember Silvers verified that concerns with accessibility for fire emergency response is being addressed.

Councilmember Stuart and Councilmember Silvers spoke in favor of previously discussed potential changes to allow for larger signage along the Beach Express north of the Canal. Adam Roberson, Community Development Director, confirmed that the consultant working on updating the city's comprehensive plan has those changes on their to-do list.

Ercil Godwin, Sawgrass Consulting on behalf of Wharf Landing, further confirmed that fire emergency access concerns are being addressed, and that the traffic study would also be completed and submitted soon.

Jason Alley, TopShelf Resort Management on behalf of Margaritaville, explained that construction phases have been planned to maximize safety on and around the property.

There being no additional comments, the public hearing adjourned.

Ordinances

1. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0406-PUDA-26, Buena Vista PUD Minor Modification, Lot 72. **Motion made (Silvers/Stuart) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Harrelson, aye; Stuart, aye; Kennon, aye. **Motion passed. (4-0).** **Motion made (Silvers/Stuart) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Harrelson, aye; Stuart, aye; Kennon, aye. **Motion passed. (4-0).**
2. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0408-PUDA-26, Moondance PUD, Boat Slips. City Council agreed to defer the public hearing and first reading to the next council meeting on June 2, 2026, at the request of the Applicant.
3. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0411-PUD-25, The Wharf Landing Residential District PUD. Mayor and City Council agreed to let this item move forward to a second reading.

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:23 P.M.

APPROVED this the 16th day of June, 2026.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
MAY 19, 2026 – 5:23 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the June 2, 2026, agenda.

The following members were present:

Councilmember Jeff Silvers
Councilmember Ginger Harrelson
Councilmember Robert Stuart
Mayor Tony Kennon

The following members were absent:

Councilmember Jack Robertson
Councilmember Jerry Johnson

The following items were discussed:

1. Discuss Construction Board of Appeals appointments.
2. Resolution authorizing execution of a grant award agreement with the United States Department of Transportation's Federal Highway Administration for the Safety Action Plan Project in the amount of \$200,000.
3. Resolution authorizing execution of a grant award agreement with the Alabama USA Semiquincentennial Commission for an Independence Day Street Party in the amount of \$2,500.
4. Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide design services for an Events Pavilion at the Coastal Arts Center in an amount not to exceed \$12,800.
5. Resolution accepting a negotiated price for Barricade Trailers.
6. 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 June 2, 2026, to June 16, 2026. - Applicant has deferred the project. No public hearing will be held on June 2, 2026.
7. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0503-PUD-26, Bubba's Seaside Mini Golf PUD. Public hearing set for June 16, 2026.
8. Ordinance amending Chapter 30, Article III of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Noise".

Public Comments:

None

There being no further business, the meeting adjourned.

Time: 5:29 P.M.

APPROVED this 16th day of June, 2026.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 2, 2026**

Departments: City Clerk

Description of Topic: Discuss silent auction donation request for the 2026 Alabama Governor's Conference on Tourism. (DB/JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 2026.05.04 Email to Desiree Blackwell - Alabama Governors Conference Donation Request
2. Alabama Governors Conference Silent Auction Donation Form

Alabama Governors Conference

RUSTI PRICE <rustijprice@aol.com>

Mon, May 4, 2026 at 5:58 PM

To: Desiree Blackwell <dhodge@orangebeachal.gov>

Hi

I'm reaching out on behalf of the Alabama Governor's Conference on Tourism as we prepare for this year's conference and silent auction at the Renaissance Hotel & Spa in Florence, July 13-15, 2026.

Each year the silent auction is a highlight of the conference as it directly supports scholarships for students studying hospitality, culinary or sport management right here in Alabama. To date we have raised over \$530,000 for these scholarships. I'm hoping you will be able to do a donation for the auction again this year.

A donation form is attached with all the details. Donation forms are due by June 26, 2026. Please send to me at rustijprice@aol.com.

Please let me know if you have any questions!

Rusti

*Rusti Price, CHA
Hospitality Consulting
Flawless Delivery Training Coordinator
5401 Magnolia Circle
Orange Beach, Al. 36561
205-910-0279*



Silent Auction Donation form.pdf

240K

DONATE TO THE 2026 ALABAMA GOVERNOR'S CONFERENCE ON TOURISM SILENT AUCTION

Make a Difference and contribute to the Future of Your Industry!
Your donation will help raise money for the Alabama Hospitality & Tourism Industry
Scholarship Fund.

Over **\$530,000** has been raised over the past 36 years between the
Silent Auction, Wine Pulls, and the matching grants from the Alabama
Tourism Department!

Gift Donated By (Company) _____

Contact _____ Mobile # _____

E-mail (required) _____ Telephone # _____

Your gift description will be shared with industry and conference participants, so please submit it as soon as possible.

Detailed Gift Description and Helpful Tips

- Certificates should have a full description with an expiration date no sooner than six months from the convention date. **Please return this form ASAP, but by June 26**, or contact a committee member to pick up from you. **Please do not include the gift certificate in the basket.**
- When donating a certificate, please include brochures and advertising collateral to showcase your hotel, attraction or business. A gift basket with related items is always nice.
- Examples of popular auction items: packaged travel, gift baskets, advertising space, golf paraphernalia, weekend passes, pottery, jewelry, books, luggage and autographed sports memorabilia.
- Important: Please include **detailed description** of donation below!

Description (limit to 35 words or less) _____

Expires _____ Value _____ (must be valued at \$50.00 or more)

Include this form with your donation.

____ I will bring my gift to the AGCT (please do not ship items if you are attending conference)

____ I will ship my gift or _____ will deliver it for me.

____ I cannot attend, but will send my gift with _____

Deadline for gift description to be printed in bid sheet packet is noon on June 26!

Email form to:

rustijprice@aol.com

For additional information, questions, or to email form, please contact:

AGCT- 2022 Vaughn Court, Montgomery, AL 36106 Fax 334-279-7798 or email patticulp.atc@gmail.com

PLEASE KEEP A COPY OF THIS FORM FOR YOUR INCOME TAX FILING



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 2, 2026**

Departments: Police Department

Description of Topic: Resolution authorizing the purchase of a Dispatch Radio Console for the Police Department through State Bid from Motorola Solutions, Inc., in the amount of \$39,007.20. (TJ)

Background/Description: This will be an additional hardware and software console that integrates with our current CAD system, allowing full user operability for everyone assigned to dispatch on a given shift. Currently, we only have two consoles, which relegates one dispatcher to call taking only.

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted item from the Communications Capital Budget.

ATTACHMENTS:

1. 06-02-26 26-xxx Authorize Purchase Dispatch Console Police State Bid
2. 2026.04.09 Quote - Police - Motorola Dispatch Console

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
DISPATCH CONSOLE FOR THE POLICE DEPARTMENT
THROUGH STATE BID FROM MOTOROLA SOLUTIONS, INC.
IN THE AMOUNT OF \$39,007.20**

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 Dispatch Console Software and Hardware Accessories for the Police Department through Alabama State Bid in the amount of \$39,007.20;
2. That the Mayor is hereby authorized to approve payment to Motorola Solutions, Inc., in the amount of \$39,007.20 for a Dispatch Console Software and Hardware Accessories with installation, configuration, and testing services, per Quote No. 3583535 dated April 9, 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 16th DAY OF JUNE, 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 June 16, 2026.

City Clerk

Billing Address:
ORANGE BEACH, CITY OF
4099 ORANGE BEACH BLVD
ORANGE BEACH, AL 36561
US

Quote Date:04/09/2026
Expiration Date:06/08/2026
Quote Created By:
Stephenie Shirley
Area Sales Manager
stephenieshirley@
cesteamone.com
251.421.7271

End Customer:
ORANGE BEACH, CITY OF (POLICE)
STEPHEN CENTRONE
scentrone@orangebeachal.gov
2515973869

Contract: AL CONTRACT -
MA230000003341-1

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	MCC7500E IP Dispatch Console Software and Hardware Accessories					
1	B1948A	SOFTWARE LICENSES, MCC7500E DISPATCH POSITION*	1	\$39,704.00	\$33,748.40	\$33,748.40
1a	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE	1			
1b	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION LICENSE	1			
1c	UA00658AA	ADD: SECURE OPERATION LICENSE	1			
1d	UA00659AA	ADD: ADP/AES/DES-OFB SOFTWARE ALGORITHMS	1			
	Product Services					
2	LSV01Q00387A	ASTRO TECHNICAL ASSISTANCE	1	\$2,687.50	\$2,687.50	\$2,687.50
3	TT4270B	Z2 MINI G9 WORKSTATION GEN14 PROCESSOR	1	\$2,857.00	\$2,571.30	\$2,571.30



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Grand Total

\$39,007.20(USD)**NOTES:**

Technical Assistance - Installation, Configuring and testing the 3rd console position. Our partners Team One will be responsible for the installation.





**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 2, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of Office Furniture for the Fire Department through State Bid from McAleer's Office Furniture Company, Inc., in the amount of \$59,108.96. (JS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 06-16-26 26-xxx Authorize Purchase Furniture Fire State Bid
2. 2026.05.20 Quote - Fire - McAleers Office Furniture

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
OFFICE FURNITURE FOR THE FIRE DEPARTMENT
THROUGH STATE BID FROM MCALEER'S OFFICE FURNITURE COMPANY, INC.
IN THE AMOUNT OF \$59,108.96**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of Office Furniture for the Fire Department from McAleer's Office Furniture Company, Inc., through Alabama State Bid in an amount not to exceed \$59,108.96;
2. That the Mayor is hereby authorized to approve payment to McAleer's Office Furniture Company, Inc., in the amount of \$59,108.96 for Office Furniture, per Proposal No. 95000492-0 dated May 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 16th DAY OF JUNE, 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 June 16, 2026.

City Clerk



3305 Springhill Avenue
 Mobile, AL 36607
 (251) 476 - 8555

4625 N Davis Highway
 Pensacola, FL 32503
 (850) 479 - 1090

15479 AL-59
 Foley, AL 36535
 (251) 241 - 0404

PROPOSAL

PROPOSAL NUMBER	95000492-0
DATE	05/20/26
ACCOUNT NUMBER	9622
AL/FL FEDERAL TAX ID	(AL) 63-0769390 (FL) 59-2520856
SALESPERSON	CATHERINE COOK GSA
PAGE	1

PRICES VALID FOR 30 DAYS

REMITTANCE ADDRESS: 3305 SPRINGHILL AVENUE - MOBILE, AL 36607

BILLING ADDRESS		SHIPPING ADDRESS	
CITY OF ORANGE BEACH 4099 ORANGE BEACH BLVD ORANGE BEACH AL 36561		CITY OF ORANGE BEACH CITY OF ORANGE BEACH 26650 PERDIDO BEACH	
CUSTOMER PURCHASE ORDER	PROPOSAL #	ACCOUNT NUMBER/DEPT	TERMS
	95000492-0	9622	QUOTE

ITEM NUMBER	PRODUCT DESCRIPTION	ORD QTY	UNIT PRICE	EXTENDED
H10502	STATE CONTRACT T390 CONTRACT # MACC0000002845 52% OFF LIST PRICE DELIVERED & INSTALLED ----- MAKE PO OUT TO: THE HON COMPANY LLC 200OAK STREET MUSCATINE, IOWA 52761 P:800-466-8694 ----- MAKE PO SHIPPABLE TO: MCALEER'S OFFICE FURNITURE 15479 AL 59 FOLEY, AL 36535 P: 251-241-0404 E: CATHERINE@MCALEERS.COM	8	444.96	3559.68
H10578	10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D Option = \$(L1STD) Grd L1 Standard Laminates ___ Select Laminate Option = .MOCH Mocha ___ Select Grade 1 Laminate Finish PLEASE TAG AS FOLLOWS: BBF	5	437.76	2188.80
	10500 Series Desk Shell 60W x 30D x 29-1/2H Option = \$(L1STD) Grd L1 Standard Laminates ___ Select Top Laminate Color Option = .MOCH Mocha ___ Select Top Laminate Color			

Special orders cannot be changed, cancelled, or returned once order is placed.
 All Special Orders require a 50% deposit.

Please refer to <https://mcaleers.com/we-do/terms-conditions/> for all Return, Ordering, and Payment Policies.

All Used, /DM, Rental Returns, and Scratch & Dent items are sold as "AS IS" and is **FINAL SALE.**

SUB-TOTAL

TAX

TOTAL DUE



3305 Springhill Avenue
 Mobile, AL 36607
 (251) 476 - 8555

4625 N Davis Highway
 Pensacola, FL 32503
 (850) 479 - 1090

15479 AL-59
 Foley, AL 36535
 (251) 241 - 0404

PROPOSAL

PROPOSAL NUMBER	95000492-0
DATE	05/20/26
ACCOUNT NUMBER	9622
AL/FL FEDERAL TAX ID	(AL) 63-0769390 (FL) 59-2520856
SALESPERSON	CATHERINE COOK GSA
PAGE	2

PRICES VALID FOR 30 DAYS

REMITTANCE ADDRESS: 3305 SPRINGHILL AVENUE - MOBILE, AL 36607

BILLING ADDRESS		SHIPPING ADDRESS	
CITY OF ORANGE BEACH 4099 ORANGE BEACH BLVD ORANGE BEACH AL 36561		CITY OF ORANGE BEACH CITY OF ORANGE BEACH 26650 PERDIDO BEACH	
CUSTOMER PURCHASE ORDER	PROPOSAL #	ACCOUNT NUMBER/DEPT	TERMS
	95000492-0	9622	QUOTE

ITEM NUMBER	PRODUCT DESCRIPTION	ORD QTY	UNIT PRICE	EXTENDED
H10592	Option = MOCH Mocha ___ Select Chassis Laminate Color PLEASE TAG AS FOLLOWS: 30/60 10500 Series Desk Shell 72W x 30D x 29-1/2H Option = \$(L1STD) Grd L1 Standard Laminates ___ Select Top Laminate Color Option = .MOCH Mocha ___ Select Top Laminate Color Option = MOCH Mocha ___ Select Chassis Laminate Color PLEASE TAG AS FOLLOWS: 30/72	3	495.36	1486.08
H105681	10500 Series Return Shell 29-1/2H x 41W x 24D Option = \$(L1STD) Grd L1 Standard Laminates ___ Select Top Laminate Color Option = .MOCH Mocha ___ Select Top Laminate Color Option = MOCH Mocha ___ Select Chassis Laminate Color PLEASE TAG AS FOLLOWS: 24/42	8	320.16	2561.28
HUSFUPM1360	Fabric Up Mount Screen 13h x 60w Option = \$(A) Grade A Fabric ___ Fabric Selection Option = .APN Appoint	2	473.44	946.88

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SUB-TOTAL

TAX

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PROPOSAL

PROPOSAL NUMBER	95000492-0
DATE	05/20/26
ACCOUNT NUMBER	9622
AL/FL FEDERAL TAX ID	(AL) 63-0769390 (FL) 59-2520856
SALESPERSON	CATHERINE COOK GSA
PAGE	3

PRICES VALID FOR 30 DAYS

REMITTANCE ADDRESS: 3305 SPRINGHILL AVENUE - MOBILE, AL 36607

BILLING ADDRESS		SHIPPING ADDRESS	
CITY OF ORANGE BEACH 4099 ORANGE BEACH BLVD ORANGE BEACH AL 36561		CITY OF ORANGE BEACH CITY OF ORANGE BEACH 26650 PERDIDO BEACH	
CUSTOMER PURCHASE ORDER	PROPOSAL #	ACCOUNT NUMBER/DEPT	TERMS
	95000492-0	9622	QUOTE

ITEM NUMBER	PRODUCT DESCRIPTION	ORD QTY	UNIT PRICE	EXTENDED
HASLB1	___ Grade A Fabric Selection Option = 27 Jet ___ Select Appoint Fabric Color Option = \$(P1) P1 Paint Opts ___ Bracket Paint Option Option = .P8T Titanium ___ Select Grade 1 Paint PLEASE TAG AS FOLLOWS: HUSFUPM1360 Astir One+ Seat Lounge: Low Back Option = .B Both Arms ___ Select Arm Option Option = \$(1) Grade 1 Uph ___ Lounge Fabric Options Option = .UR Contourett ___ Grade 1 Fab Option = 10 Black ___ Contourett Option = .PM Post Metal ___ Select Foot Option Option = P8V Textured Titanium ___ Select Foot Color PLEASE TAG AS FOLLOWS: HASLB1	2	1464.00	2928.00
HASLB2	Astir Two Seat Lounge: Low Back Option = .N No Arms ___ Select Arm Option Option = \$(1) Grade 1 Uph	4	1631.52	6526.08

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SUB-TOTAL

TAX

TOTAL DUE



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4625 N Davis Highway
 Pensacola, FL 32503
 (850) 479 - 1090

15479 AL-59
 Foley, AL 36535
 (251) 241 - 0404

PROPOSAL

PROPOSAL NUMBER	95000492-0
DATE	05/20/26
ACCOUNT NUMBER	9622
AL/FL FEDERAL TAX ID	(AL) 63-0769390 (FL) 59-2520856
SALESPERSON	CATHERINE COOK GSA
PAGE	4

PRICES VALID FOR 30 DAYS

REMITTANCE ADDRESS: 3305 SPRINGHILL AVENUE - MOBILE, AL 36607

BILLING ADDRESS		SHIPPING ADDRESS	
CITY OF ORANGE BEACH		CITY OF ORANGE BEACH	
4099 ORANGE BEACH BLVD ORANGE BEACH AL 36561		CITY OF ORANGE BEACH 26650 PERDIDO BEACH	
CUSTOMER PURCHASE ORDER	PROPOSAL #	ACCOUNT NUMBER/DEPT	TERMS
	95000492-0	9622	QUOTE

ITEM NUMBER	PRODUCT DESCRIPTION	ORD QTY	UNIT PRICE	EXTENDED
HASLB3	___ Lounge Fabric Options Option = .UR Contourett ___ Grade 1 Fab Option = 10 Black ___ Contourett Option = .PM Post Metal ___ Select Foot Option Option = P8V Textured Titanium ___ Select Foot Color PLEASE TAG AS FOLLOWS: HASLB2 Astir Three Seat Lounge: Low Back Option = .N No Arms ___ Select Arm Option Option = \$(1) Grade 1 Uph ___ Lounge Fabric Options Option = .UR Contourett ___ Grade 1 Fab Option = 10 Black ___ Contourett Option = .PM Post Metal ___ Select Foot Option Option = P8V Textured Titanium ___ Select Foot Color PLEASE TAG AS FOLLOWS: HASLB3	1	2146.56	2146.56
HMG1	Motivate 4-Leg Stack Chair-Set/2 Option = .N No Arm	2	404.64	809.28

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SUB-TOTAL

TAX

TOTAL DUE



3305 Springhill Avenue
 Mobile, AL 36607
 (251) 476 - 8555

4625 N Davis Highway
 Pensacola, FL 32503
 (850) 479 - 1090

15479 AL-59
 Foley, AL 36535
 (251) 241 - 0404

PROPOSAL

PROPOSAL NUMBER	95000492-0
DATE	05/20/26
ACCOUNT NUMBER	9622
AL/FL FEDERAL TAX ID	(AL) 63-0769390 (FL) 59-2520856
SALESPERSON	CATHERINE COOK GSA
PAGE	5

PRICES VALID FOR 30 DAYS

REMITTANCE ADDRESS: 3305 SPRINGHILL AVENUE - MOBILE, AL 36607

BILLING ADDRESS		SHIPPING ADDRESS	
CITY OF ORANGE BEACH 4099 ORANGE BEACH BLVD ORANGE BEACH AL 36561		CITY OF ORANGE BEACH CITY OF ORANGE BEACH 26650 PERDIDO BEACH	
CUSTOMER PURCHASE ORDER	PROPOSAL #	ACCOUNT NUMBER/DEPT	TERMS
	95000492-0	9622	QUOTE

ITEM NUMBER	PRODUCT DESCRIPTION	ORD QTY	UNIT PRICE	EXTENDED
HPTCC2-T1UM	___ Select Arm Type Option = .R Rubber Glide ___ Select Caster Option Option = .ON Onyx ___ Select Shell Color Option = .P8V Textured Titanium ___ Select Frame Color PLEASE TAG AS FOLLOWS: HMG1 Altern Custom Task Chair Mesh Mid-Back Option = .BLK Black ___ Select Frame Option = \$(1) Grade 1 Uph ___ Fabric Uph Option = .UR Contourett ___ Grade 1 Fab Option = 10 Black ___ Contourett PLEASE TAG AS FOLLOWS: HPTCC2-T1UM	13	287.04	3731.52
HCT29SX	Arrange Seated Height X-base for 24-30" Srfc Option = \$(P1) P1 Paint Opts ___ Select Paint Color Option = .P8V Textured Titanium ___ Select Grade 1 Paint PLEASE TAG AS FOLLOWS: HCT29SX	1	344.64	344.64
HCTRND30	Arrange Table 30" Round Top	1	245.28	245.28

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SALESPERSON	CATHERINE COOK GSA
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PRICES VALID FOR 30 DAYS

REMITTANCE ADDRESS: 3305 SPRINGHILL AVENUE - MOBILE, AL 36607

BILLING ADDRESS		SHIPPING ADDRESS	
CITY OF ORANGE BEACH 4099 ORANGE BEACH BLVD ORANGE BEACH AL 36561		CITY OF ORANGE BEACH CITY OF ORANGE BEACH 26650 PERDIDO BEACH	
CUSTOMER PURCHASE ORDER	PROPOSAL #	ACCOUNT NUMBER/DEPT	TERMS
	95000492-0	9622	QUOTE

ITEM NUMBER	PRODUCT DESCRIPTION	ORD QTY	UNIT PRICE	EXTENDED
HMVR-3084G-FX	Option = .N No Grommet ___ Grommet Selection Option = \$(L1STD) Grd L1 Standard Laminates ___ Select Grade Option = .MOCH Mocha ___ Select Grade 1 Laminate Finish Option = .MOCH Mocha ___ Select Edgeband Color PLEASE TAG AS FOLLOWS: 30 Motivate Table Rect 30Dx84W 2mm Edge Fixed Base Option = .G1 4x8 Electrical Port ___ Select Grommet Location Option = \$(L1STD) Grd L1 Standard Laminates ___ Select Grade Option = .MOCH Mocha ___ Select Grade 1 Laminate Finish Option = .MOCH Mocha ___ Select Edgeband Color Option = .C Caster ___ Select Caster/Glide Option Option = \$(P1) P1 Paint Opts ___ Select Paint Grade Option = .P8T Titanium ___ Select Grade 1 Paint PLEASE TAG AS FOLLOWS: 30/84/30H	12	872.16	10465.92
HQB	Interlink IQ Power Base In-Feed	4	348.00	1392.00

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BILLING ADDRESS		SHIPPING ADDRESS	
CITY OF ORANGE BEACH 4099 ORANGE BEACH BLVD ORANGE BEACH AL 36561		CITY OF ORANGE BEACH CITY OF ORANGE BEACH 26650 PERDIDO BEACH	
CUSTOMER PURCHASE ORDER	PROPOSAL #	ACCOUNT NUMBER/DEPT	TERMS
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ITEM NUMBER	PRODUCT DESCRIPTION	ORD QTY	UNIT PRICE	EXTENDED
HQH5-P-3P1B	PLEASE TAG AS FOLLOWS: BIF MhoB G1 Pop-up Port for IQ 3 AC/1 Blank Option = .SVR Silver ___ Select Paint Color PLEASE TAG AS FOLLOWS: PWR	12	251.04	3012.48
HQJ3	Interlink IQ Power Jumper 3ft PLEASE TAG AS FOLLOWS: 3ft	12	72.96	875.52
HLSL65OS	65" High O-leg SOS Support (2 pack) Option = \$(P1) P1 Paint Opts ___ Select Paint Color Option = .P8T Titanium ___ Select Grade 1 Paint PLEASE TAG AS FOLLOWS: 65OS	2	337.92	675.84
HLSL1460M	60Wx14.25Dx14H Overhead Cab 4 Mtl Dr Option = \$(L1STD) Grd L1 Standard Laminates ___ Select Laminate Option = .MOCH Mocha ___ Select Grade 1 Laminate Finish Option = \$(2) Grade 2-Glass ___ Select Door Material/Color Option = .T1G Platinum Polymer w/Glass	2	1453.92	2907.84

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CUSTOMER PURCHASE ORDER	PROPOSAL #	ACCOUNT NUMBER/DEPT	TERMS
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ITEM NUMBER	PRODUCT DESCRIPTION	ORD QTY	UNIT PRICE	EXTENDED
HLSL2028O	___ Select Polymer/Glass Color Option = .W Wall Bracket ___ Select Bracket PLEASE TAG AS FOLLOWS: 14x60 20"D x 28"H O-Leg Support for Wksf (single leg) Option = \$(P1) P1 Paint Opts ___ Select Paint Color Option = .P8T Titanium ___ Select Grade 1 Paint PLEASE TAG AS FOLLOWS: OLeg 28H	4	211.20	844.80
HLSL2028SL	20Dx28H Shared O-Leg Sup for Wksf (single leg) Option = \$(P1) P1 Paint Opts ___ Select Paint Color Option = .P8T Titanium ___ Select Grade 1 Paint PLEASE TAG AS FOLLOWS: Oleg 28H	2	252.48	504.96
HLSL2072LD0	Low credenza open: 20x72x21.5 Option = \$(L1STD) Grd L1 Standard Laminates ___ Select Chassis Laminate Finish Option = .MOCH Mocha ___ Select Grade 1 Laminate Finish PLEASE TAG AS FOLLOWS: 20x72x21.5H	2	910.56	1821.12
HLSLR2060	Voi 20"D x 60" W Rectangle	4	252.48	1009.92

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CUSTOMER PURCHASE ORDER	PROPOSAL #	ACCOUNT NUMBER/DEPT	TERMS
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ITEM NUMBER	PRODUCT DESCRIPTION	ORD QTY	UNIT PRICE	EXTENDED
HLSLW046L	Worksurface Option = \$(L1STD) Grd L1 Standard Laminates ___ Select Laminate Option = .MOCH Mocha ___ Select Top Laminate Color Option = MOCH Mocha ___ Edge Color Option = .G Grommets ___ Select Grommet Option = P Black ___ Select Grommet Color PLEASE TAG AS FOLLOWS: 20/60	3	1567.68	4703.04
HLSLW046R	Tower (RH drws/LH door): 20x24x65 Option = \$(L1STD) Grd L1 Standard Laminates ___ Select Chassis Laminate Finish Option = .MOCH Mocha ___ Select Grade 1 Laminate Finish Option = \$(L1STD) Grd L1 Standard Laminates ___ Select Drwr Front Lam Finish Option = .MOCH Mocha ___ Select Grade 1 Laminate Finish Option = .PR6 Silver ___ Select Pull Color PLEASE TAG AS FOLLOWS: 20x24x65H	2	1567.68	3135.36

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BILLING ADDRESS		SHIPPING ADDRESS	
CITY OF ORANGE BEACH		CITY OF ORANGE BEACH	
4099 ORANGE BEACH BLVD ORANGE BEACH AL 36561		CITY OF ORANGE BEACH 26650 PERDIDO BEACH	
CUSTOMER PURCHASE ORDER	PROPOSAL #	ACCOUNT NUMBER/DEPT	TERMS
	95000492-0	9622	QUOTE

ITEM NUMBER	PRODUCT DESCRIPTION	ORD QTY	UNIT PRICE	EXTENDED
HLSLZ5SC60	___ Select Chassis Laminate Finish Option = .MOCH Mocha ___ Select Grade 1 Laminate Finish Option = \$(L1STD) Grd L1 Standard Laminates ___ Select Drwr Front Lam Finish Option = .MOCH Mocha ___ Select Grade 1 Laminate Finish Option = .PR6 Silver ___ Select Pull Color PLEASE TAG AS FOLLOWS: 20x24x65H 48"W External Stiffener Option = .P Black ___ Select Color Option PLEASE TAG AS FOLLOWS: 48	4	71.52	286.08

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SUB-TOTAL 59108.96

TAX

TOTAL DUE 59108.96



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 2, 2026**

Departments: Coastal Resources

Description of Topic: Resolution authorizing submittal of a FY2025 Assistance to Firefighters Grant Application for the purchase of SCBA Units. (NW/JS)

Background/Description: The Orange Beach Fire & Rescue Department is requesting funding through the Assistance to Firefighters Grant Program to replace its entire fleet of 75 obsolete SCBA units. The grant program requires 5% matching funds. The total request is \$892,000.

Action Options/Recommendation:

Source of Funding (if applicable): If the grant is awarded, the \$44,600 cash match will be budgeted in the 2027 Fire Rescue Budget.

ATTACHMENTS:

1. 06-16-26 26-xxx Authorize Grant Application Assistance to Firefighters Grant AFG FY2025

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING SUBMITTAL OF A
FY2025 ASSISTANCE TO FIREFIGHTERS GRANT APPLICATION
FOR THE PURCHASE OF SCBA UNITS**

FINDINGS:

1. The City of Orange Beach wishes to purchase 75 self-contained breathing apparatus (SCBA) to replace the current obsolete units within the Orange Beach Fire Department.
2. The Assistance to Firefighters Grants (AFG) is currently accepting applications for grant assistance from the Federal Emergency Management Agency that would allow the City to purchase 75 SCBA units.
3. The proposed project costs total \$892,000. The City will apply for AFG assistance in the amount of \$847,400, or 95% of the total proposed project cost. In order to be eligible for the grant, the City must commit to holding in reserve \$44,600 or 5% as the required cost share.
4. After having reviewed the attached application, the City Council believes that submittal of the FY2025 Assistance to Firefighters Grant Application is in the best interest of the City of Orange Beach, Alabama.

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

1. That the City of Orange Beach will hold in reserve \$44,600 or 5% of the proposed costs for the purpose of required cost sharing with the Federal Emergency Management Agency assistance;
2. That in the event a grant is awarded, the City of Orange Beach will sign assurances to comply with all applicable Federal and State laws, rules and regulations and as required by the Federal Emergency Management Agency;
3. That the Mayor is hereby authorized to execute the application in substantially the form and of substantially the content now before the Council and any other documents necessary for the submission thereof, as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
4. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 2nd DAY OF JUNE, 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 June 2, 2026.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 2, 2026**

Departments: City Clerk

Description of Topic: Resolution amending the Fee Schedule fo the Coastal Arts Center of Orange Beach. (DB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 06-16-26 26-xxx Amend Fee Schedule Coastal Arts Center

RESOLUTION NO. 26-xxx

**A RESOLUTION AMENDING THE FEE SCHEDULE FOR
THE COASTAL ARTS CENTER OF ORANGE BEACH**

FINDINGS:

1. The City currently owns and operates the Coastal Arts Center of Orange Beach located at 26389 Canal Road, Orange Beach, Alabama 36561.
2. The City allows individuals and groups to rent the Coastal Arts Center for various events including, but not limited to, weddings, fundraisers, galas, etc.
3. The Rental Agreement, Policies and Procedures, and Fee Schedule under which the Coastal Arts Center currently operates requires revision to bring them up to date with current legal and financial advice.
4. The Council has determined that it is in the best interest of the City and its residents to adopt the attached Fee Schedule for the Coastal Arts Center of Orange Beach

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

1. That the City of Orange Beach will have priority use of the Coastal Arts Center of Orange Beach. The facility may be rented to individuals or groups when available. The City Administrator or his designee is authorized to issue and enforce such rules, regulations, policies and procedures as is deemed necessary for the proper and efficient operation of the facility in accordance with all applicable state laws, municipal ordinances and policies set out by the Mayor;
2. That the Mayor is hereby authorized to grant exceptions to the Fee Schedules for local civic and community groups and organizations, as well as professional organizations and groups of which City Departments/Employees are members in their professional capacity. These exceptions shall only be granted when appropriate and in furtherance of a public purpose and benefit as determined by the Mayor under authority of the City Council;
3. That the attached Fee Schedule is hereby adopted for the operation of the Coastal Arts Center of Orange Beach; and
4. That this resolution shall become effective immediately upon adoption.

ADOPTED THIS 16th DAY OF JUNE, 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 June 16, 2026.

City Clerk

**Coastal Arts Center of Orange Beach
Fee Schedule**

Wedding Pricing

Saturday gallery use (11am-11pm)	\$8,000
Sunday gallery use (12pm-8pm)	\$6,000
Weekday gallery use (4:30pm-9pm)	\$3,000
Exterior grounds rental	\$800 (2 hours)
Tent add-on	\$4,000
Employee rate/gallery	25% discount
Employee tent add-on	25% discount
Damage deposit (<i>refundable</i>)	\$500

Event Pricing

Weekend gallery use	\$8,000 (12 hours)
Weekend gallery use	\$4,000 (6 hours)
Weekday gallery use (4:30pm-9:30pm)	\$3,000 (5 hours)
Weekday gallery use (4:30pm-9:30pm)	\$1,000 (3 hours)
Exterior grounds rental	\$800 (2 hours)
Art cottage meeting space	\$100/hour (5 hours max/day)
Executive conference room	\$100/hour (5 hours max/day)
Tent add-on	\$4,000
Employee rate/gallery	25% discount
Employee tent add-on	25% discount
Orange Beach Civic Organizations	Fees waived upon Mayor's approval
Damage deposit (<i>refundable</i>)	\$500

Memorial Service Pricing

Rental fee	\$500 (3 hours)
Cleaning fee	\$250
Employee rental fee (<i>for immediate family members</i>)	\$0

Additional Fees

Cigar bar (<i>outdoors only</i>)	\$250
Oyster bar (<i>outdoors only</i>)	\$250
Piano use	\$150
Bounce house	\$150
Bridal photo session	\$250



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 2, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a use agreement with Blue Marlin Grand Championship, LLC, for safety barricades during the 2026 Blue Marlin Grand Championship event. (JL/TT)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 06-16-26 26-xxx Authorize Use Agreement Barricades Blue Marlin Grand Championship
2. 2026.05.29 Use Agreement Barricades Blue Marlin Grand Championship

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
USE AGREEMENT WITH BLUE MARLIN GRAND CHAMPIONSHIP, LLC
FOR SAFETY BARRICADES DURING THE
2026 BLUE MARLIN GRAND CHAMPIONSHIP EVENT**

FINDINGS:

1. Blue Marlin Grand Championship, LLC, (hereinafter “BMGC”) hosts an annual fishing tournament at “The Wharf” in Orange Beach which draws a significant crowd to Orange Beach, Alabama. The public event requires extensive safety measures to ensure the safety of the attendees.
2. The City of Orange Beach, Alabama (hereinafter “Orange Beach”) and BMGC share an interest in providing fun, safe events for citizens and guests to enjoy. This event provides an uptick in economic stimulation to the City as it draws a significant number of visitors, fisherman and fishing enthusiasts to the City.
3. BMGC has requested the use of safety barricades owned by Orange Beach for safety purposes during the 2026 Blue Marlin Grand Championship at The Wharf.
4. The City Council has determined that allowing BMGC to use City-owned safety barricades for the 2026 Blue Marlin Grand Championship at The Wharf serves the public purpose of health, safety, and welfare through promotion of the tourism and the local sport fishing economy and further that the use of the barricades will ensure the event is conducted in a safe manner thereby promoting and serving public safety.
5. After having reviewed the attached Use 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 attached agreement in substantially the form and substantially the content now before the City Council between the City of Orange Beach and the Blue Marlin Grand Championship, LLC, 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 16th DAY OF JUNE, 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 June 16, 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 (the “City”) and Blue Marlin Grand Championship, LLC (“BMGC”).

WHEREAS, BMGC hosts an annual fishing tournament at The Wharf in Orange Beach each Summer in conjunction with The Wharf Marina which draws a significant crowd to Orange Beach, Alabama and requires extensive safety measures; AND

WHEREAS, the City and BMGC share an interest in providing fun, safe events for citizens and guests to enjoy. This event provides an uptick in economic stimulation to the City as it draws a significant number of tourists, fishermen and fishing enthusiasts to the area; AND

WHEREAS, the City 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. BMGC wishes to use City-owned safety barricades for their fishing tournament to enhance logistics and ensure safety of the event;

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. The City agrees to allow BMGC to use barricades owned by the City during the 2026 Blue Marlin Grand Championship beginning on July 14, 2026 and ending July 19, 2026.
2. Both the City and BMGC 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. The City will provide duly qualified and licensed employees to deliver the barricades on or about July 6, 2026, and pick up the barricades on or about July 21, 2026 in the same condition which they were delivered.

Terms

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

5. 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 the City following the completion of the 2026 Blue Marlin Grand Championship no later than July 21, 2026.

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

7. Compliance with Law. BCMG 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.

8. 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).

9. 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

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

11. Modifications. Any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the party against whom enforcement is sought.

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

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

BLUE MARLIN GRAND CHAMPIONSHIP, LLC

By: _____

Its: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 2, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a task order with Sawgrass Consulting, LLC, to provide professional services for Orange Beach Recreation Complex Improvements in an amount not to exceed \$170,600. (CP)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 06-16-26 26-xxx Authorize Task Order Sawgrass Recreation Complex Improvements
2. 2026.05.29 Task Order Sawgrass Consulting Recreation Complex Improvements

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
TASK ORDER WITH SAWGRASS CONSULTING, LLC
TO PROVIDE PROFESSIONAL SERVICES FOR
ORANGE BEACH RECREATION COMPLEX IMPROVEMENTS
IN AN AMOUNT NOT TO EXCEED \$170,600**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 26-010, adopted January 20, 2026, approved a contract with Sawgrass Consulting, LLC, to perform certain professional engineering, land surveying, and construction management 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 the Task Order attached as Exhibit A for Council approval.
4. The proposed Task Order requires Sawgrass Consulting, LLC, to provide professional civil engineering and land surveying services for the design of improvements to the Orange Beach Recreation Complex.
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 Sawgrass Consulting, LLC., 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 \$170,600.00 to Sawgrass Consulting, LLC to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 16th DAY OF JUNE, 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 June 16, 2026.

City Clerk



30673 Sgt E.I. "Boots" Thomas Dr.
Spanish Fort, AL 36527
P: 251-544-7900
www.sawgrassllc.com

April 30, 2026

Chris Pappas, PE
City Engineer
City of Orange Beach
P. O. Box 458
Orange Beach, AL 36561

RE: Orange Beach Rec Center Tennis Addition, Orange Beach, Alabama - Professional Services

Dear Chris:

Sawgrass Consulting, LLC (Sawgrass) is honored to provide you with our proposal for Professional Civil Engineering and Land Surveying Services for the Design of the Orange Beach Rec Center Tennis Addition. It is our understanding that the city will directly handle any irrigation design/modification that is necessary.

Our Scope of Services and Fees are as follows:

Orange Beach Rec Center Tennis Addition

- Topographic Survey LUMP SUM \$8,000.00
- Civil Design LUMP SUM \$75,000.00
Site Plan, Grading Plan, Detention, Utility Plan, ECP, and Details
- Bidding Assistance LUMP SUM \$4,500.00
- ADEM NOI PERMIT LUMP SUM \$4,500.00
- Construction Engineering and Inspection HOURLY ESTIMATED NOT TO
(Estimated 8 Months Construction) EXCEED \$60,000.00
- Meetings, Comments and Revisions HOURLY
- Landscape Plan LUMP SUM \$9,500.00
- Photometric Plan (If Necessary) LUMP SUM \$2,000.00
- Geotechnical Soils Report LUMP SUM \$7,100.00

All fees were derived from the rates defined in the existing City of Orange Beach/Sawgrass Consulting, LLC General Services Agreement. If you have any questions, please do not hesitate to contact me at 251.802.2321. Thanks again for the opportunity.

Sincerely,

Tim Lawley, PE
Vice President

Tony Kennon
Mayor, City of Orange Beach



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 2, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of Change Order No. 2 with Roy Lewis Construction Corporation for drainage improvements adjacent to the Fire Training Center in an amount not to exceed \$15,983.63. (GS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 06-16-26 26-xxx Authorize Change Order Fire Training Center
2. 2026.05.29 Change Order Roy Lewis Construction Fire Training Center

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF
CHANGE ORDER NO. 2 WITH ROY LEWIS CONSTRUCTION CORPORATION
FOR DRAINAGE IMPROVEMENTS
ADJACENT TO THE FIRE TRAINING CENTER
IN AN AMOUNT NOT TO EXCEED \$15,983.63**

FINDINGS:

1. The Orange Beach City Council awarded the competitive bid for construction of a Fire Training Center to Roy Lewis Construction Corporation in the amount of \$1,941,800 per Resolution No. 25-180 adopted on September 16, 2025.
2. Change Order No. 1 was a deductive change in the amount of \$8,000 that did not require Council approval.
3. The Construction Manager has recommended Change Order No. 2 (attached Exhibit A) for drainage improvements adjacent to the Fire Training Center in an amount not to exceed \$23,983.63 for a net increase of \$15,983.63 over the originally approved amount, bringing the total contract sum to \$1,957,783.63.
4. The City Council has determined that the change order is in the best interest of the City of Orange Beach, Alabama.

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

1. That the Council authorizes the Mayor to execute the change order now before the Council with Roy Lewis Construction Corporation for drainage improvements adjacent to the Fire Training Center with an increase in the monetary amount for the City of Orange Beach by an amount not to exceed \$15,983.63.00 for the reasons so stated by and as an act for and on behalf of the City of Orange Beach;
2. That the Construction Manager shall implement this change order and properly document the same pursuant to all applicable contract documents; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 16th DAY OF JUNE, 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 June 16, 2026.

City Clerk

AIA[®] Document G701[™] – 2017

Change Order

PROJECT: <i>(name and address)</i> Orange Beach Fire Training Center Orange Beach, AL	CONTRACT INFORMATION: Contract For: General Construction Date:	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: May 22, 2026
OWNER: <i>(name and address)</i> City of Orange Beach 4099 Orange Beach BLVD Orange Beach, AL 36561	ARCHITECT: <i>(name and address)</i> McCullough Architecture 4790 Main St. Suite F-209 Orange Beach, AL 36561	CONTRACTOR: <i>(name and address)</i> Roy Lewis Construction 1266 Hutson Drive Mobile, AL 36609

The Contract is changed as follows:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.) This change order provides for the following additional scope of site work:

Add to install 24" HDPE pipe from existing retention pond to new outfall 1 LS

Assumptions & Inclusions: Approximately 250' of HDPE pipe (owner provided materials), Clearing and grubbing where required, Cut/patch roadway, Trench box and dewatering included. Includes 2ea headwalls, No outfall structure included - Outfall based on invert of pipe.

Total based on the attached: \$ 39,962.29

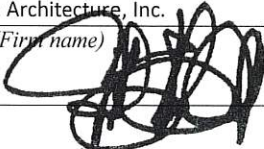
Total coming out of Contingency: \$15,978.66 / Remaining amount of \$23,983.63 to come out of Change Order No. 2

The original <u>(Contract Sum)</u> (Guaranteed Maximum Price) was	\$ 1,941,800.00
The net change by previously authorized Change Orders	\$ (8,000.00)
The <u>(Contract Sum)</u> (Guaranteed Maximum Price) prior to this Change Order was	\$ 1,933,800.00
The <u>(Contract Sum)</u> (Guaranteed Maximum Price) will be <u>(increased)</u> (unchanged) by this Change Order in the amount of	\$ 23,983.63
The new <u>(Contract Sum)</u> (Guaranteed Maximum Price), including this Change Order, will be	\$ 1,957,783.60
The Contract Time will be (increased) (decreased) <u>(unchanged)</u> by	() days.
The new date of Substantial Completion will be	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

McCullough Architecture, Inc.
ARCHITECT *(Firm name)*




SIGNATURE

Syd McCullough, President
PRINTED NAME AND TITLE

2026.05.22
DATE

Roy Lewis Construction
CONTRACTOR *(Firm name)*




SIGNATURE

Ben Harris, Sr. Project Manager
PRINTED NAME AND TITLE

DATE

City of Orange Beach
OWNER *(Firm name)*



SIGNATURE

PRINTED NAME AND TITLE

DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



P.O. Box 39
Tibbie, AL 36583
Email: chrisknight@kandkservicesinc.com
Office Email: jglass@kandkservicesinc.com
Office Phone: (251) 847-3902

April 23, 2026

To whom it may concern:

For: OBA Fire Training Center

CO-03

This is a proposed change order in the amount of \$37,220.91 to include the following:

- Mobilization-\$1,500.00
- Clearing and removal-\$3,200.00
- Labor (4 men 8 hr days @ 4 days)-\$8,960.00
- Equipment (Track hoe)-\$4,000.00/weekly
- Equipment (Skid steer)-\$2,850.00/weekly
- Material-Trench box-\$3,427.19
- Material-Water pumps for dewatering-\$500.00
- 825b and asphalt patch-\$6,900.00
- Headwalls (2)-\$2,500.00
- 10% Overhead and profits-\$3,383.72

If you have any questions, please call our office at 251-847-3902.

Thank you,

Chris Knight, Vice President

K & K Services, Inc.

CONTINGENCY ALLOWANCE AUTHORIZATION FORM

PROJECT NAME: Orange Beach Fire Training Center
 PROJECT LOCATION: Orange Beach, AL 36561

Project #: 25-06
 DCM #: N/A

AUTHORIZATION No. 10

Date 05/22/2026

In accordance with Specifications, the Contractor Roy Lewis Construction Corporation, Is hereby authorized to proceed with the changes in the Work as are described below and is to be paid for the performance of these changes as provide in the Specification. This Authorization shall become effective when it Is signed by the Contractor and the Owner’s representative and it is understood and agreed that the amount(s) stipulated below constitute full compensation for these changes in the Work.

DESCRIPTION OF WORK TO BE PERFORMED:

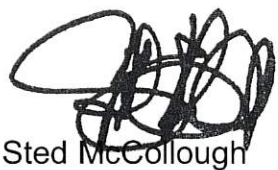
This change order provides for the following additional scope of site work:
 Add to install 24" HDPE pipe from existing retention pond to new outfall 1 LS
 Assumptions & Inclusions:
 Approximately 250' of HDPE pipe (owner provided materials)
 Clearing and grubbing where required
 Cut/patch roadway,
 Trench box and dewatering included
 Includes 2ea headwalls, No outfall structure included - Outfall based on invert of pipe.
 Total based on the attached: \$ 39,962.29
 Total coming out of Contingency: \$15,978.66
 Remaining amount of \$23,983.63 to come out of Change Order No. 2

TOTAL AMOUNT OF PROPOSED WORK	\$ <u>15,978.66</u>
ORIGINAL AMOUNT OF THE CONTINGENCY ALLOWANCE NET	\$ <u>75,000.00</u>
TOTAL OF PREVIOUS AUTHORIZATIONS (Enter Negative Value)	\$ <u>(59,021.34)</u>
PREVIOUS REMAINING CONTINGENCY ALLOWANCE	\$ <u>15,978.66</u>
APPROVED AMOUNT OF THIS AUTHORIZATION (Enter Negative Value)	\$ <u>(15,978.66)</u>
ALLOWANCE REMAINING AFTER THIS AUTHORIZATION	\$ <u>0.00</u>

Recommended By:

Authorized By:

Accepted By:



Sted McCollough
 Architect/Engineer

Glenn Smith
 Owner’s Representative

Ben Harris
 Contractor



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 2, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a task order with GeoCon Engineering and Materials Testing, Inc., to provide a preliminary soil study for Kids Park Playground Shade Structures in an amount not to exceed \$2,500. (GS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 06-16-26 26-xxx Authorize Task Order GeoCon Playground Shade Structure Soil Study
2. 2026.05.29 Task Order GeoCon Playground Shade Structure

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
TASK ORDER WITH GEOCON ENGINEERING & MATERIALS TESTING, INC.
TO PROVIDE A PRELIMINARY SOIL STUDY FOR
KIDS PARK PLAYGROUND SHADE STRUCTURES
IN AN AMOUNT NOT TO EXCEED \$2,500**

FINDINGS:

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

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

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and GeoCon Engineering & Materials Testing, Inc., on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$2,500.00 to GeoCon Engineering & Materials Testing, Inc., to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 16th DAY OF JUNE, 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 June 16, 2026.

City Clerk



May 28, 2026

City of Orange Beach
P.O. Box 2432
Orange Beach, Alabama

Attn: Mr. Glenn Smith

Re: **Proposal for Preliminary Soil Study**
Proposed Permanent Umbrellas
Orange Beach Community Kids Park
Canal Road
Orange Beach, Alabama

Dear Mr. Smith:

GeoCon Engineering & Materials Testing, Inc. is pleased to submit this requested proposal to provide a preliminary soil study for the above-mentioned project. It is our understanding the proposed project is planned to include new permanent umbrella structures.

Proposed Scope of Services

The purpose of our preliminary investigation will be to get a “snap-shot” of the subgrade soil and near-surface groundwater conditions. This proposal is based on four (4) hand auger borings to depths of about 15 feet in the area of the proposed umbrella structures. Preliminary evaluations can be used for planning and budgeting purposes. The report will be prepared and signed by a Professional Engineer registered in the state of Alabama.

Fee Estimate

Based on the proposed testing and engineering work scope, we can provide preliminary geotechnical testing and engineering services for a cost of **\$2,500.00**.

Scheduling

We could proceed with the drilling and sampling within 2 weeks following your notice to proceed. We estimate that drilling and sampling would be completed in 1 day, weather permitting. A completed preliminary soils report could be available no later than 30 days from the date we receive the signed authorization page.

Testing Standards

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

Authorization

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

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

Sincerely,



David R. McKee, P.E.
Geotechnical Engineer

Proposal Authorization Form

Please Print

Accepted By:			
Signature:			
Entity:			
Mailing Address:			
Report will be Addressed to:			
Customer Email Address:			
Phone Number:			
Invoice Sent To:	Mailing Address:		Email Address:
All Entities to Receive Report: (Architects, Structural or Civil Engineer, Builder, Owner, Etc.)			
Location of Project:			
Proposal Price:	\$2,500.00	Date:	
Comments:			
<p>GeoCon is not responsible for any damage to any underground that is not marked. The proposed amount is only valid for 60 days unless executed. Failure to complete this form could delay the completion of the final report. Addendums can be subject to an additional fee.</p>			
<p>Checks preferred. Credit card payment will incur an additional 3.5% fee. Reports are typically available within 30 days of proposal acceptance.</p>			

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 2, 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. 0503-PUD-26, Bubba's Seaside Mini Golf PUD on June 16, 2026.

Background/Description: 411 OBA LLC requests approval of Preliminary and Final Planned Unit Development ("PUD") to rezone 3+ acres from General Business or GB to PUD to permit a bumper car facility on a portion of Bubba's Seaside Mini Golf located at 24621 and 24645 Perdido Beach Boulevard.

Action Options/Recommendation: Planning Commission held a public hearing and considered this application at its regular meeting on May 11. There were no participants in the public hearing. The Planning Commission gave the request a FAVORABLE recommendation on an 8-0 vote.

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
JUNE 2, 2026**

Departments: City Clerk

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 June 16, 2026, to July 21, 2026. - Third and final deferral by applicant.

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None