



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Work Session 08/18/2026
2. Regular Council Meeting 08/18/2026
3. Committee of the Whole 08/18/2026

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

1. Discuss Waterfront Park Shoreline project. (NW)

Resolutions

1. Resolution authorizing the modification of terms of sale of the Orange Beach Event Center at The Wharf. (JL/FH)
2. Resolution authorizing the expenditure of public funds for the promotion of city amenities and events. (JL)
3. Resolution authorizing execution of a professional services agreement with Renee Smith to provide various legal services for the Legal Department. (JL)
4. Resolution awarding the bid for a Permanent Traffic Signal at Canal Road / Wharf Parkway East / Money Bayou Drive. (TR/CP)

5. Resolution authorizing the purchase of a Vehicle for the Police Department through State Bid from Donohoo Chevrolet, LLC, in the amount of \$60,011.50. (TJ)
6. Resolution authorizing the purchase of a Video Surveillance System for the Police Department Jail through State Bid from Vision Security Technologies Inc. in the amount of \$26,123.07. (TJ)
7. Resolution authorizing execution of a professional services agreement with Gerald Mills for the 2027 Spring Theater Production. (SB)
8. Resolution authorizing execution of a professional services agreement with TIDALHUE creative, LLC, for the 2027 Spring Theater Production. (SB)

Public Hearings

Ordinances

V. Public Comments

VI. Adjourn

**MINUTES OF
ORANGE BEACH CITY COUNCIL
WORK SESSION
AUGUST 18, 2026 – 11:00 A.M.
CITY HALL – SOUTH CONFERENCE ROOM**

The Orange Beach City Council met on August 18, 2026, at 11:04 A.M.

The following members were present:

Councilmember Jeff Silvers
Councilmember Jack Robertson
Councilmember Ginger Harrelson
Councilmember Robert Stuart
Mayor Tony Kennon - Arrived at 11:16 A.M.

The following members were absent:

Councilmember Pat Simpson

The following items were discussed:

1. Parks and Recreation Department overview.
 - a. Community Center and Event Center.
 - b. Senior Center.

[Mayor Kennon arrived at 11:16 A.M.]

- c. Expect Excellence.
 - d. Recreational Complex Campus planning.
 - e. Contorno Property.
 - f. Kids Park shade structures update.
2. Event Center rental discount request.
3. Donation requests.
4. Mayor and Council salaries.
5. Proposed regulations for remote co-hosting/responsible party services.
6. Crosswalk requests on Perdido Beach Boulevard.
7. Baldwin County Mayors Association request for a lobbyist.
8. Gateway signs.
9. Margaritaville PUD history.
10. E-Bike Ordinance.
11. Police drone request.
12. Business license update.
13. Executive session to discuss the purchase, sale, exchange, lease, or market value of real property.
Motion made (Silvers/Robertson) to enter into executive session for the stated purpose. Vote unanimous in favor.

Time in: 2:32 P.M.

Time out: 2:51 P.M.

14. Flock cameras.

There being no further business, the meeting adjourned.

Time: 3:25 P.M.

APPROVED this 15th day of September, 2026.

Renee Eberly
City Clerk

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
AUGUST 18, 2026 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Kennon called the meeting to order at 5:01 P.M.
- II. INVOCATION** Pastor Jim Kinder, Orange Beach Church
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

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

Absent: Councilmember Pat Simpson

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Work Session	07/21/2026
Regular Council Meeting	07/21/2026
Committee of the Whole	07/21/2026

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>Chief, Police Department – Trent Johnson</u> | No report. |
| 3. <u>Chief, Fire Department – Jeff Smith</u> | No report. |
| 4. <u>City Clerk – Renee Eberly</u> | No report. |
| 5. <u>Executive Director, Coastal Resources – Phillip West</u> | No report. |
| 6. <u>Executive Director, Community Development – Adam Roberson</u> | No report. |
| 7. <u>Executive Director, Human Resources – Michelle Bugos</u> | No report. |
| 8. <u>Executive Director, Parks & Recreation – Nicole Ard</u> | No report. |
| 9. <u>Executive Director, Public Works – Tim Tucker</u> | No report. |
| 10. <u>Librarian, Public Library – Meagan Bing</u> | No report. |
| 11. <u>Director, Municipal Court – Pam Davis</u> | No report. |
| 12. <u>Mayor/Council</u> | No report. |

VIII. AUDITING OF ACCOUNTS

Motion made (Harrelson/Stuart) to certify that cash requirements with no related interests are within budget and appropriate for payment. Vote revealed: Silvers, aye; Robertson, aye; Harrelson, aye; Stuart, aye; Kennon, aye. **Motion passed. (5-0).**

Motion made (Harrelson/Robertson) to certify that cash requirements with related interests in Swift Supply are within budget and appropriate for payment. Vote revealed: Silvers, abstain; Robertson, aye; Harrelson, aye; Stuart, aye; Kennon, aye. **Motion passed. (4-0-1).**

IX. PRESENTATIONS

1. Final report and overview presentation of the Bear Point Drainage Basin Study & Stormwater Master Plan prepared by Thompson Engineering.

Marshall Hayden, Thompson Engineering, presented a summary of the final report. Councilmember Silvers asked for a work session to review the findings and prioritize recommended improvements.

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

Ordinances

1. Ordinance amending Chapter 70 of the Code of Ordinances for the City of Orange Beach, Alabama, to add a new Article IX entitled, "Bicycles, Micromobility Devices, and Electric Motorcycles". **Motion made (Harrelson/Stuart) to postpone consideration until the next council meeting on September 1, 2026.** Vote unanimous in favor. **Motion passed.**

XII. NEW BUSINESS

Miscellaneous

1. Approval of a Special Events Retail Liquor License Application by Wharf Restaurant Group LLC for the "Gulf State Collectors" event to be held September 15, 2026, at the Orange Beach Event Center, 4671 Wharf Parkway West. **Motion made (Stuart/Robertson) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**

Resolutions

1. Resolution amending the Employees Pay Plan/Job Listing to simplify job titles within each grade. **Motion made (Robertson/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution authorizing the execution of a use agreement with the Coastal Alabama Business Chamber for the 53rd Annual National Shrimp Festival. **Motion made (Silvers/Stuart) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution adopting a City of Orange Beach FY2027 Transportation Plan. **Motion made (Harrelson/Robertson) 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. 0703-PUD-26, Amenity District PUD at Wharf Landing (Margaritaville Resort).

Griffin Powell, City Planner, presented the request for Preliminary and Final Approval to rezone 7.8 acres from GB (General Business) to PUD (Planned Unit Development) for the previously approved Amenity District of The Margaritaville Resort Planned Unit Development (PUD) Master Plan for the purpose of implementing signage standards specific to the Margaritaville brand. The property is located at 23150 Margaritaville Way.

Jay Minus, representing Safe Harbor Holdings LLC, spoke in opposition to the request.

Ercil Godwin, with Sawgrass Consulting, representing The Wharf Landing LLC, addressed ongoing litigation with Safe Harbor Holdings.

Councilmember Silvers clarified that the subject property is not adjacent to the parcel owned by Safe Harbor Holdings.

Mayor Kennon stated that this public hearing is not the correct venue to hash out ongoing civil litigation.

There being no further comments, the public hearing adjourned.

Ordinances

1. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0703-PUD-26, Amenity District PUD at Wharf Landing (Margaritaville Resort). **Motion made (Stuart/Silvers) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Robertson, aye; Harrelson, aye; Stuart, aye; Kennon, aye. **Motion passed. (5-0).** **Motion made (Silvers/Harrelson) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Robertson, aye; Harrelson, aye; Stuart, aye; Kennon, abstain. **Motion passed. (4-0-1).**

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:26 P.M.

APPROVED this the 15th day of September, 2026.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
AUGUST 18, 2026 – 5:19 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the September 1, 2026, agenda.

The following members were present:

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

The following members were absent:

Councilmember Pat Simpson

The following items were discussed:

1. Resolution authorizing the execution of a software license agreement with Station Automation, Inc., dba PSTrax, for narcotics and supplies tracking software for the Fire Department.
2. Resolution reappointing Sted McCollough to the Fire Code Board of Appeals.
3. Resolution authorizing execution of a software service agreement with Ashtow Technology Group, LLC, dba CourtReserve, for Tennis Center facility and event management for the Parks and Recreation Department.
4. Resolution authorizing the purchase of a video surveillance system for the Fire Training Center through State Bid from Vision Security Technologies Inc. in the amount of \$47,409.67.
5. Resolution authorizing execution of an implementation agreement with the Alabama Department of Conservation and Natural Resources for the Sea Turtle Stranding & Salvage Network & Enhanced Rehabilitation Restoration Project.
6. Resolution awarding the bid for Renovation of Orange Beach Medical Center South.
7. Resolution awarding the bid for a Permanent Traffic Signal at Canal Road / Wharf Parkway East / Money Bayou Drive.
8. Resolution awarding the bid for an Aerial LiDAR Drone System for the Community Development Department.
9. Resolution adopting the Comprehensive Plan for the City of Orange Beach, Alabama.
10. Resolution authorizing the execution of a professional services contract with Desiree Hodge for the 2027 Orange Beach Festival of Art.
11. Resolution accepting the donation of golf cart emergency lighting equipment for the Police Department from Emergency Lighting by Haynes, L.L.C., dba Haynes Emergency Lighting.
12. Resolution authorizing execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical testing services for tennis courts, multi-use turf field, and parking area improvements in an amount not to exceed \$6,860.
13. Ordinance extending the temporary moratoriums on certain development projects.

Public Comments:

1. Nicole Woerner, City's Grant Manager, gave additional details about the Sea Turtle grant agreement and introduced Dr. Hayley Healan, the City's Veterinarian and Program Manager.
2. Greg Alexander, Coastal Alabama Business Chamber, summarized upcoming Chamber events including the Junior Leadership program, Tailgate Cookoff Challenge, First Friday Forum, and golf and mahjong fundraisers.

There being no further business, the meeting adjourned.

Time: 5:36 P.M.

APPROVED this 15th day of September, 2026.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 1, 2026**

Departments: Coastal Resources

Description of Topic: Discuss Waterfront Park Shoreline project. (NW)

Background/Description: The Waterfront Park Restoration Project is a partnership between The Nature Conservancy (TNC), the City of Orange Beach, and Moffatt & Nichol. The project uses nature-based solutions to restore shoreline habitat, reduce erosion from waves and boat wakes, protect public infrastructure, and improve waterfront access. The Nature Conservancy and Moffatt and Nichol have received bids for Phase 1 of the Waterfront Park Restoration Project at the Wind & Water Learning Center (WWLC). The bids came in lower than anticipated, creating the potential to use available project funds to complete the remaining components at the Coastal Arts Center and the recreational beach area and, therefore, complete the overall project.

Action Options/Recommendation: Completing all three components would provide a comprehensive shoreline restoration project and establish Waterfront Park as a highly visible demonstration of nature-based coastal resilience for the community and the broader Perdido Bay watershed.

Source of Funding (if applicable): The Nature Conservancy will fund the entire project.

ATTACHMENTS:

1. Memo Waterfront Park Project
2. Drawings



CITY OF ORANGE BEACH

COASTAL RESOURCES

MEMORANDUM

To: Mayor and Council
From: Coastal Resources Department
Date: August 24, 2026
Re: Waterfront Park Living Shoreline Project

Project Scope

The Waterfront Park Restoration Project is a partnership between The Nature Conservancy (TNC), the City of Orange Beach, and Moffatt & Nichol. The project uses nature-based solutions to restore shoreline habitat, reduce erosion from waves and boat wakes, protect public infrastructure, and improve waterfront access.

Purpose

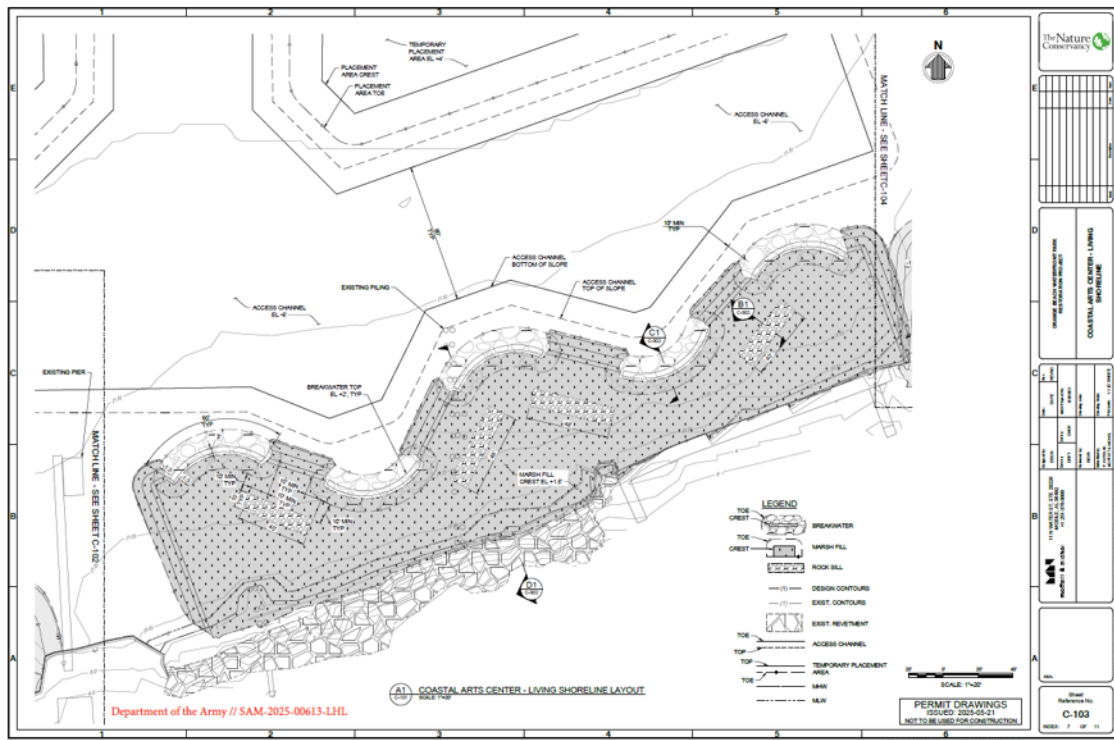
The Nature Conservancy and Moffatt and Nichol have received bids for Phase 1 of the Waterfront Park Restoration Project at the Wind & Water Learning Center (WWLC). The bids came in lower than anticipated, creating the potential to use available project funds to complete the remaining components at the Coastal Arts Center and the recreational beach area and, therefore, complete the overall project.

The project includes three primary components:

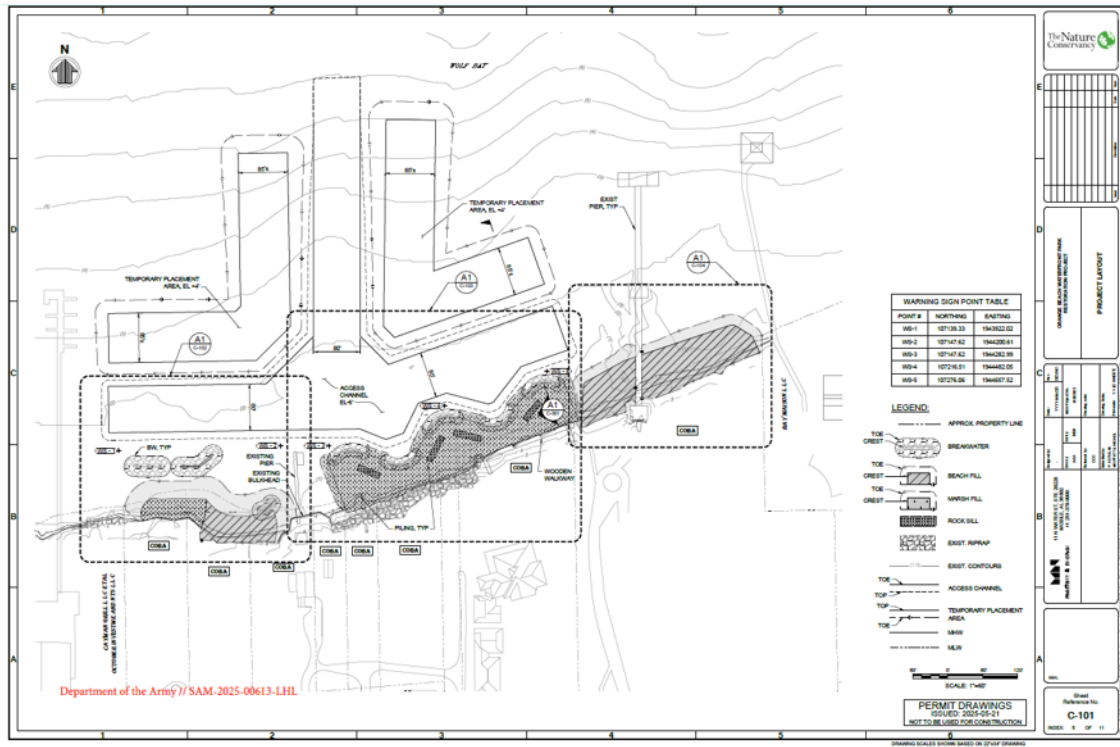
1. **WWLC Shoreline – Phase 1:** Restoration of the eroded shoreline through beach and marsh fill, native vegetation, and low-elevation nearshore riprap breakwaters. The breakwaters will reduce wave energy and future erosion while providing additional intertidal habitat. This component is fully permitted and is currently scheduled for construction beginning in October 2026.
2. **Coastal Arts Center Shoreline:** Restoration of approximately 430 feet of shoreline through marsh fill, native marsh plantings, rock sills, geotextile stabilization, and strategically placed, undulating breakwaters. Approximately 2,975 CY of marsh fill, 750 CY of breakwater material, and 14,360 native plants would be incorporated into the restoration. The design will protect the public walkway while enhancing habitat and the appearance of the Arts Center waterfront. Extension of the walkway is also planned separately.
3. **Recreational Beach Nourishment:** Placement of approximately 2,960 CY of beach material along approximately 350 feet of shoreline to restore and enhance the existing recreational beach, protect exposed upland habitat, and provide additional shoreline resilience.

Recommendation

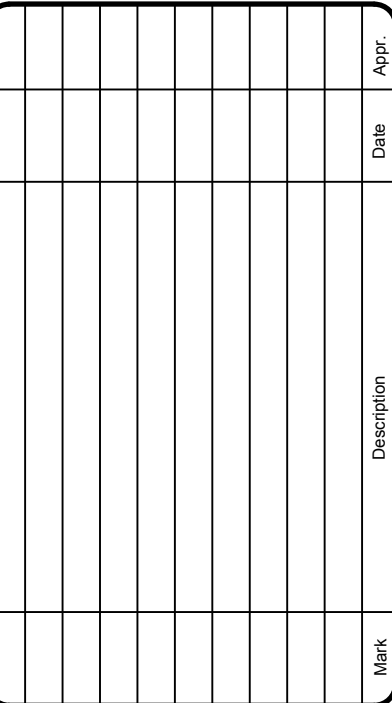
Completing all three components would provide a comprehensive shoreline restoration project and establish Waterfront Park as a highly visible demonstration of nature-based coastal resilience for the community and the broader Perdido Bay watershed.



PO BOX 2432
4697 WALKER AVE.
ORANGE BEACH, ALABAMA 36561
PHONE: 251.981.2610 FAX: 251.981.1139



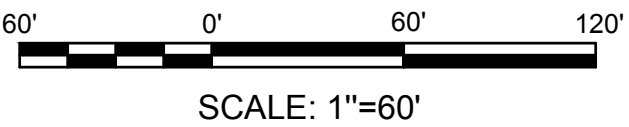
PO BOX 2432
4697 WALKER AVE.
ORANGE BEACH, ALABAMA 36561
PHONE: 251.981.2610 FAX: 251.981.1139



PROJECT LAYOUT

WARNING SIGN POINT TABLE		
POINT #	NORTHING	EASTING
WS-1	107139.33	1943922.02
WS-2	107147.62	1944200.61
WS-3	107147.62	1944282.99
WS-4	107216.51	1944482.05
WS-5	107276.06	1944657.52

TOE CREST		APPROX. PROPERTY LINE BREAKWATER
TOE CREST		BEACH FILL
TOE CREST		MARSH CREATION
		ROCK SILL
		EXIST. RIPRAP
	— (1.0) —	EXIST. CONTOURS
TOE		ACCESS CHANNEL
TOP		TEMPORARY PLACEMENT AREA
TOE		MHW
	— — — — —	MLW



PERMIT DRAWINGS
ISSUED: 2025-05-21
NOT TO BE USED FOR CONSTRUCTION

C-101

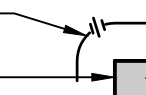
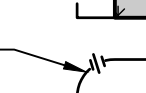
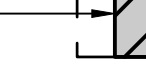
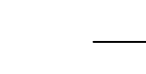
INDEX: 5 OF 11

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MATCH LINE - SEE SHEET C-103

LEGEND

TOE CREST		BREAKWATER
TOE CREST		MARSH CREATION
TOE CREST		BEACH FILL
	— (1) —	DESIGN CONTOURS
	— (T) —	EXIST. CONTOURS
		EXIST. REVETMENT
TOE TOP		ACCESS CHANNEL
		MHW
	---	MLW

20' 0' 20' 40'

SCALE: 1"=20'

PERMIT DRAWINGS
ISSUED: 2025-05-21
NOT TO BE USED FOR CONSTRUCTION

[illegible]

ORANGE BEACH WATERFRONT PARK
RESTORATION PROJECT

WIND & WATER LEARNING CENTER - LIVING SHORELINE

 moffatt & nichol	111 N WATER ST, STE 2020 MOBILE, AL 36602 +1 251-378-9000		Designed by: -	Date: YYYY-MM-DD	Rev. REV/NO
	Down by: AAA	City by: BBB	M&N Project No. 10956/03		
	Reviewed by: CCC		Drawing code:		
	Submitted by: P. KOTLIKAK MOFFATT & NICHOL		Drawing Scale:		
			Plot scale: 1" = 10' SHEET		

SEA

Sheet
Reference No.

C-102

INDEX: 6 OF 11

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**REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 1, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the modification of terms of sale of the Orange Beach Event Center at The Wharf. (JL/FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-15-26 26-xxx Authorize Amended Sale Real Property Orange Beach Event Center at the Wharf
2. 2026.08.28 Second Supplement and First Amendment to Third Amended and Restated Development Agreement Wharf
3. 2026.08.28 Second Supplement and First Amendment to Third Amended and Restated Development Agreement Wharf - Warrant
4. 2026.08.28 Second Supplement and First Amendment to Third Amended and Restated Development Agreement Wharf - Investment Letter
5. 2026.08.28 Event Center Lease Agreement
6. 2026.08.28 Event Center Commercial Owners Affidavit
7. 2026.08.28 Event Center Deed
8. 2026.08.28 Event Center Assignment of Bookings

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE MODIFICATION OF TERMS OF 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. 2026-1531, 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 City Council authorized the sale of the OBEC to Wharf Retail Properties, LLC, by Resolution No. 26-100 adopted on April 21, 2026.
4. The parties hereto desire to modify the purchase agreement to provide for equal payment of closing costs by each party and to further clarify that the purchase price of Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) shall be made up of a cash payment of Five Million Five Hundred sixty five thousand Dollars (\$5,565,000.00) and the provision of a loan in the amount of One Million Nine hundred thirty five thousand Dollars (\$1,935,000.00), the obligation of repayment of which would be evidenced by an increase in the existing Warrant by such amount to be repaid on a 75/25 percentage split of tax revenues
5. Having reviewed the attached Warrant, Investment Letter, Lease, Deed, and Second Supplement and Amendment to the Third Amended and Restated Development Agreement (Exhibits A-E, respectively), the City Council has determined that it is in the best interest of the City of Orange Beach, to authorize the sale of the OBEC upon terms set out therein.

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 enter into and execute the attached documents necessary for the sale of the OBEC on such terms and conditions as set out in Exhibits A-E attached hereto and in such 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 documents. The City Clerk is hereby authorized to affix to the documents 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 attached documents; and
3. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 15th DAY OF SEPTEMBER, 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 September 15, 2026.

City Clerk

**SECOND SUPPLEMENT AND AMENDMENT TO
THIRD AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

“THE WHARF”

THIS SECOND SUPPLEMENT AND AMENDMENT TO THIRD AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this “Second Supplement”), dated effective as of the __ day of September, 2026 (the “Effective Date”), is made and entered into by and between WHARF RETAIL PROPERTIES, LLC, a Louisiana limited liability company (“Wharf Retail”) and the CITY OF ORANGE BEACH, ALABAMA, a municipality organized and existing under the laws of the State of Alabama (the “City”). Wharf Entertainment Properties, LLC, a Louisiana limited liability company (“Wharf Entertainment”) and The Wharf Landing, LLC, a Louisiana limited liability company (“Wharf Landing”) are executing this Second Supplement due to the fact that they are parties to certain agreements being supplemented and amended hereby.

WHEREAS, the City, Wharf Retail and Wharf Entertainment are parties to that certain Third Amended and Restated Development Agreement dated December 13, 2019 (the “2019 Development Agreement”), with respect to The Wharf, a mixed-use commercial development within the municipal city limits of Orange Beach, Baldwin County, Alabama (the “Development”), which sits on approximately 221.6 acres of land located south of the Intracoastal Waterway and north of State Route 180, in Baldwin County, Alabama; and

WHEREAS, pursuant to the 2019 Development Agreement, and to evidence the limited obligation of the City to pay certain tax revenues to Wharf Retail generated from the Development, the City issued to Wharf Retail an Amended and Restated Limited Obligation Warrant Series 2010A in the face amount of \$21,072,954 dated December 13, 2019 (the “2019 Warrant”); and

WHEREAS, the City, Wharf Retail, Wharf Entertainment and Wharf Landing are parties to that certain Supplement and First Amendment to Third Amended and Restated Development Agreement dated August 7, 2023 (the “First Supplement”), as amended by that certain Amendment to Supplement and First Amendment dated as of September 6, 2023, that certain Second Amendment to Supplement and First Amendment dated as of September 21, 2023, that certain Third Amendment to Supplement and First Amendment dated as of October 6, 2023, that certain Fourth Amendment to Supplement and First Amendment dated as of December 8, 2023, that certain Fifth Amendment to Supplement and First Amendment dated as of January 5, 2024, that certain Sixth Amendment to Supplement and First Amendment dated as of March 29, 2024, that certain Seventh Amendment to Supplement and First Amendment dated as of May 30, 2024, that certain Eighth Amendment to Supplement and First Amendment dated as of June 30, 2024, that certain Ninth Amendment to Supplement and First Amendment dated as of July 12, 2024, and that certain Tenth Amendment to Supplement and First Amendment dated as of July 29, 2024 (the First Supplement, as so amended, the “Amended Supplement”), which supplemented and amended the 2019 Development Agreement on the terms and conditions contained therein (the 2019 Development Agreement, as supplemented and amended by the Amended Supplement, the “Development Agreement”); and

WHEREAS, in connection with the Amended Supplement, and to continue to evidence the limited obligation of the City to pay certain tax revenues to Wharf Retail generated from the Development, the City issued to Wharf Retail its Second Amended and Restated Limited Obligation Warrant Series 2010A to Wharf Retail in the face amount of \$21,074,405.29 (the “2023 Warrant”), on the terms and conditions stated therein, in order to amend, restate and replace in its entirety the 2019 Warrant; and

WHEREAS, the City owns those certain parcels of real estate more particularly described as Lots 2 and 4 of The Wharf West Side Subdivision (Amended) as recorded on Slide 0002447D in the Office of the Judge of Probate, Baldwin County, Alabama (collectively, the “Event Center Property”), which consists generally of a free-standing event center building and a parking lot, situated within the Development, with a property address for such building of 4671 Wharf Parkway West, Orange Beach, Alabama 36561; and

WHEREAS, Wharf Retail is desirous of acquiring from the City the Event Center Property, and the City desires to sell and convey the Event Center Property to Wharf Retail, on the terms and conditions set forth herein; and

WHEREAS, the parties further desire that the City lease the Event Center Property back from Wharf Retail for the remainder of the 2026 calendar year; and

WHEREAS, the City is planning to construct a new event center within the municipal limits of the City; and

WHEREAS, Wharf Retail has agreed to lend the City the sum of \$1,935,000 (the “2026 Loan”) to help finance such new event center, which sum will be repayable by the City solely out of the Pledged Tax Revenues (as defined in the Development Agreement) under the terms and conditions set forth in the 2026 Warrant (as hereinafter defined); and

WHEREAS, to evidence the City’s obligation to repay the 2026 Loan, the parties desire to increase the outstanding principal balance of the 2023 Warrant by the principal amount of the 2026 Loan, such that the City will issue its Third Amended and Restated Limited Obligation Warrant Series 2010A (the “2026 Warrant”) to Wharf Retail in the face amount of the outstanding principal balance of the 2023 Warrant as of the Effective Date plus an amount equal to the principal 2026 Loan, on the terms and conditions stated herein, in order to amend, restate and replace in its entirety the 2023 Warrant; and

WHEREAS, the outstanding balance of the 2023 Warrant as of the Effective Date is \$11,924,690.51, and therefore the face amount of the 2026 Warrant will be \$13,859,690.51; and

WHEREAS, in furtherance of the foregoing, the parties desire to further supplement and amend the Development Agreement as provided herein to provide for (i) the sale-leaseback of the Event Center Property as aforesaid, (ii) the making of the 2026 Loan by Wharf Retail to the City as aforesaid, and (iii) the issuance by the City of the 2026 Warrant as aforesaid, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged by the parties, the parties hereby covenant and agree as follows:

1. SALE-LEASEBACK OF THE EVENT CENTER PROPERTY.

1.1 Agreement to Sell and Purchase. Concurrently with the Effective Date, the City hereby agrees to sell and convey to Wharf Retail the Event Center Property, and Wharf Retail hereby agrees to purchase and accept the Event Center Property, under the terms and conditions of this Second Supplement.

1.2 Purchase Price. The purchase price for the Event Center Property is \$5,565,000.00 (the "Purchase Price").

1.3 Closing. Closing of the acquisition of the Event City Property (the "Closing") shall occur concurrently with the Effective Date. The Closing shall take place in escrow at the offices of Gulf Shores Title, Inc. (the "Title Company"). The City's attorney has prepared a statutory warranty deed (the "Deed") to effectuate such conveyance, a draft of which has been delivered to Wharf Retail for review and approval on or before the Effective Date.

1.4 Closing Costs. Wharf Retail and the City shall share equally the following closing costs: (i) the costs of the Title Company to act as settlement agent, (ii) the recording tax and fees on the Deed, (iii) the cost of the premium for an owner's title policy insuring fee simple title in the Event Center Property in Wharf Retail (including any search and examination fees relating thereto), but excluding any special endorsements to the title policy or any lender's title policy, which shall be Wharf Retail's sole responsibility and (iv) wire transfer fees.

1.5 Conveyance and Delivery. The City shall cause good and marketable title to the Event Center Property to be conveyed to Wharf Retail, by the Deed, free and clear of any liens or encumbrances, except for Permitted Encumbrances (as such term is defined in the Development Agreement) and those exceptions reflected on Exhibit B of the Deed.

1.6 Lease. Concurrently with the Effective Date, Wharf Retail hereby agrees to lease to the City the Event Center Property, and the City hereby agrees to lease the Event Center Property from Wharf Retail, under the terms and conditions set forth in that certain Lease Agreement (the "Lease"), a draft of which has been delivered to Wharf Retail for review and approval on or before the Effective Date. For the avoidance of doubt, the Lease provides for the lease of the Event Center Property to the City, without payment of rent, from the Effective Date until 11:59 P.M. on December 31, 2026. Being that this is a sale-leaseback transaction, the City shall maintain a continuity of possession of the Event Center Property subsequent to the Closing (subject to the terms and conditions of the Lease).

1.7 Prorations. Being that the Event Center Property is owned by the City (a municipal corporation), the Event Center Property is presently exempt from ad valorem taxes,

and therefore, there will be no ad valorem tax proration for 2026 taxes. Wharf Retail shall be responsible for all ad valorem taxes on the Event Center Property subsequent to the Closing.

1.8 Event Center Bookings. The City agrees to refrain from booking any new events (that are not already booked) past the end of the term of the Lease without the prior consent of Wharf Retail. Concurrently with the Effective Date, all existing rental contracts for 2027 and 2028 will be transferred and assigned to Wharf Retail under an Assignment and Assumption of Bookings (the “Assignment of Bookings”), a draft of which has been delivered to Wharf Retail for review and approval on or before the Effective Date.

2. AMENDMENT TO AMENDED SUPPLEMENT AND DEVELOPMENT AGREEMENT.

2.1 Section 4.1 of the Amended Supplement is hereby amended by (i) substituting “\$35,000,000” in lieu of “\$24,000,000” (and also doing the same in the reference to “\$24,000,000” in the Recitals thereof), and (ii) adding the following after “the 2023 Warrant”: “, and upon issuance, the 2026 Warrant”. Being that said Section 4.1 of the Amended Supplement was itself an amendment to the Development Agreement, the Development Agreement is hereby amended accordingly.

2.2 Section 5.2 of the Amended Supplement is hereby deleted therefrom.

3. ISSUANCE OF THE 2026 WARRANT. Concurrently with the Effective Date, Wharf Retail agrees to deliver to the City (physical delivery to the Title Company to hold in escrow) the 2023 Warrant (the sealed original), to be marked for cancellation and re-issuance, together with an investment letter, in form and substance acceptable to the City (the “2026 Investment Letter”). Against receipt of the Wharf Retail closing deliverables in Section 4.2 by the Title Company, the City agrees to execute and re-issue to Wharf Retail on the Effective Date (physical delivery to the Title Company to hold in escrow), and Wharf Retail agrees to accept from the City on the Effective Date, the 2026 Warrant, in the principal amount of \$13,859,690.51, representing the outstanding principal balance of the 2023 Warrant as of the Effective Date plus \$1,935,000 (the principal amount of the 2026 Loan), a draft of which 2026 Warrant has been delivered to Wharf Retail for review and approval on or before the Effective Date, which shall amend, restate, replace and supersede in its entirety the 2023 Warrant. The 2026 Warrant shall bear no interest, and shall be payable in quarterly installments, all as is more particularly specified in the Development Agreement (as supplemented and amended hereby) and in the 2026 Warrant. Upon issuance of the 2026 Warrant and execution and delivery of the 2026 Investment Letter, references in the Development Agreement and the Amended Supplement to the “Warrant” shall hereafter mean the 2026 Warrant, and references in the Development Agreement and the Amended Supplement to the “Investment Letter” shall mean the 2026 Investment Letter. The provisions of this Section are intended to replace and supersede the provisions of Section 7.1 of the Development Agreement (and Section 5.1 of the Amended Supplement).

4. CLOSING DELIVERABLES.

4.1 City Closing Deliverables. The City shall deliver or shall have delivered to the Title Company on or before the Effective Date the following to hold in escrow pending Closing, against delivery of and conditioned upon Wharf Retail's delivery of the items described in Section 4.2:

- (i) the Deed, duly executed and acknowledged by the City;
- (ii) the Lease, duly executed by the City;
- (iii) the 2026 Warrant, duly executed by the City;
- (iv) the Assignment of Bookings, duly executed by the City; and
- (v) such executed resolutions, certificates and affidavits (without indemnity) as may be reasonably required by the Title Company.

4.2 Wharf Retail Closing Deliverables. Wharf Retail shall deliver or shall have delivered to the Title Company on or before the Effective Date the following to hold in escrow pending Closing, against delivery of and conditioned upon the City's delivery of the items described in Section 4.1:

- (i) the Purchase Price in cash (by wire transfer);
- (ii) the 2026 Loan in cash (by wire transfer) (for a total cash amount of \$7,500,000);
- (iii) the Lease, duly executed by Wharf Retail;
- (iv) the original sealed 2023 Warrant;
- (v) the 2026 Investment Letter, duly executed by Wharf Retail;
- (vi) the Assignment of Bookings, duly executed by Wharf Retail; and
- (vii) such executed resolutions, certificates, affidavits (without indemnity) and organizational documents as may be reasonably required by the Title Company.

5. MISCELLANEOUS.

5.1 Real Estate Commissions. Wharf Retail and the City warrant and represent to the other, that there are and shall be no brokerage fees, commissions, or other remuneration of any kind arising from the execution of this Second Supplement, the Closing or the Lease. Wharf Retail and the City shall forever indemnify and hold the other harmless against and in respect of any and all claims, losses, liabilities and expenses, including reasonable attorney's fees and court costs, which the City or Wharf Retail may incur on account of any claim by any broker or agent or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Wharf Retail or the City, as the case may be, in respect to the transactions herein contemplated.

5.2 Expenses. Each party shall be responsible for payment of their own respective attorneys' fees, provided, however, that Wharf Retail agrees to reimburse the City for one-half (1/2) of the attorneys' fees and costs incurred by the City in connection with the transactions described herein, the preparation and negotiation of this Second Supplement, the 2026 Warrant, the Lease, the 2026 Investment Letter, the Deed and any other instruments and agreements contemplated hereby, and attending meetings with City officials and council meetings, one-half (1/2) of which fees and costs will be limited to a maximum amount of \$12,500.00. The payment of the foregoing fees may be deducted by the City as a credit against the amounts payable under the 2026 Warrant.

5.3 Notices. Any notice required or permitted to be delivered hereunder shall be given in the manner provided in the Development Agreement.

5.4 Entire Agreement. This Second Supplement, together with the Development Agreement, the other agreements and exhibits referenced herein and therein, and the "Ancillary Agreements" (as defined in the Development Agreement) contains the entire agreement of the parties with respect to the subject matter hereof and thereof, and there are no other representations, oral or written, relating to the transactions described herein or therein which have not been incorporated herein or therein. Any agreement hereafter made shall be ineffective to change, modify, or discharge this Second Supplement in whole or in part unless such agreement is in writing and is signed by the party against whom enforcement of any change, modification, or discharge is sought. Upon execution and delivery of each of the Deed, the Lease, the 2026 Warrant, the 2026 Investment Letter and the Assignment of Bookings, all covenants, agreements, burdens, obligations, representations, warranties, indemnities, rights, benefits and other terms and conditions contained therein are fully incorporated herein by reference and made a part hereof.

5.5 Attorneys' Fees. Any party to this Second Supplement who is the prevailing party in any legal proceedings against any other party brought under or with relation to this Second Supplement or the transactions described herein shall be additionally entitled to recover court costs, cost of litigation or discovery and reasonable attorneys' fees and reasonable accountants fees incurred solely in connection with such litigation, from the non-prevailing party.

5.6 Counterparts. This Second Supplement may be executed in multiple counterparts, each of which shall be considered to be an original document.

5.7 Successors and Assigns. This Second Supplement shall be inure to the benefit of and bind the parties hereto, their respective successors and/or permitted assigns.

5.8 City's Liabilities. Notwithstanding any provision hereof to the contrary, the parties agree and acknowledge that the obligations of the City as set forth herein are limited by the limitations imposed on municipalities by the Constitution of the State of Alabama and laws affecting municipal corporations and the use and maintenance of public property.

5.9 Survival of Covenants. The covenants, representations, warranties and indemnities in this Second Supplement shall not terminate until they have been fully performed

or have expired by their terms. In furtherance thereof, the rights and obligations in this Second Supplement shall survive Closing, shall remain in full force and effect thereafter, and shall not be merged into the documents executed on or as of the Effective Date.

5.10 Severability. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Second Supplement and shall not affect the validity of the remainder of this Second Supplement.

5.11 Governing Law. This Second Supplement shall be governed by the laws of the State of Alabama without regard to its principles of conflict of laws which would result in the application of the laws of any other jurisdiction.

5.12 No Waiver. No consent or waiver, express or implied, by either party hereto or to any breach or default by the other party in the performance by the other party of its obligations hereunder shall be valid unless in writing, and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any party hereto shall not be construed to waive or limit the need for such consent in any other or subsequent instance.

5.13 Remedies. Whenever either party hereto shall default in the performance of any of its obligations under this Second Supplement, the other party hereto may take whatever legal proceeding (including actions for damages or for specific performance to the extent provided by law) as shall be necessary or desirable to enforce any agreement or condition contained herein or any other obligation of the defaulting party imposed by law.

5.14 No Partnership or Joint Venture. Nothing contained in this Second Supplement shall constitute or be construed to be a partnership or joint venture between the City and Wharf Retail and their respective successors and permitted assigns.

5.15 Headings. The headings in the Sections in this Second Supplement are for convenience of reference only and shall not form a part hereof.

5.16 No Third-Party Beneficiaries. Except as set forth herein, this Second Supplement is intended only for the benefit of the City and Wharf Retail, and neither this Second Supplement, nor any of the rights, interest or obligations hereunder, is intended for the benefit of any other person or third-party.

5.17 Construction. The Recitals and Exhibits are hereby incorporated by reference and made a part hereof. The term “including” when used throughout shall mean “including without limitation.” Use of the terms “herein”, “hereof”, and “hereunder” shall be deemed to be references to this Second Supplement in its entirety unless otherwise specifically provided.

5.18 Time for Performance. Time is of the essence with respect to every provision of this Second Supplement. If the date of Closing, the last day under any notice, or the last day to perform any obligation hereunder falls on a Saturday, Sunday or legal holiday, then the time for performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

5.19 Further Assurances. The parties agree to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done and made, upon the written requests of the other party, any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirming or otherwise, as may be reasonably required to effect the purpose and intent of this Second Supplement.

5.20 Effect of Amendment. Except as supplemented and amended hereby, the Development Agreement shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions of this Second Supplement and the Development Agreement, the provisions of this Second Supplement shall control.

5.21 Signatures of Wharf Parties. Wharf Entertainment and Wharf Landing are executing and delivering this instrument being that they are parties to the Development Agreement as heretofore supplemented and amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have caused this Second Supplement and Amendment to Third Amended and Restated Development Agreement to be executed by their duly authorized officers and/or representatives, to be effective the day and year first above written.

WHARF RETAIL:

WHARF RETAIL PROPERTIES, LLC

By: _____
Arthur Emmette Favre, III
Its Sole Member and Manager

WHARF ENTERTAINMENT:

WHARF ENTERTAINMENT PROPERTIES, LLC

By: _____
Arthur Emmette Favre, III
Its Sole Member and Manager

WHARF LANDING:

THE WHARF LANDING, LLC

By: _____
Arthur Emmette Favre, III
Its Sole Member and Manager

CITY:

CITY OF ORANGE BEACH, ALABAMA

By: _____
Tony Kennon
Its Mayor

ATTEST: _____
City Clerk

[SEAL]

THIS WARRANT HAS NOT BEEN REGISTERED (i) UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (ii) UNDER ANY STATE SECURITIES LAW AND MAY NOT BE TRANSFERRED WITHOUT REGISTRATION EXCEPT PURSUANT TO AN EXEMPTION THEREFROM. ADDITIONALLY, THIS WARRANT IS SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AS CONTAINED IN SECTION 10.1 OF THE DEVELOPMENT AGREEMENT (AS HEREINAFTER DEFINED).

**UNITED STATES OF AMERICA
STATE OF ALABAMA
CITY OF ORANGE BEACH, ALABAMA
THIRD AMENDED AND RESTATED
LIMITED OBLIGATION
WARRANT SERIES 2010A**

The City Treasurer of the **CITY OF ORANGE BEACH, ALABAMA**, a municipal corporation under the laws of the State of Alabama (the “City”), is hereby ordered to pay to **WHARF RETAIL PROPERTIES, LLC**, a Louisiana limited liability company (“Wharf Retail”) (Wharf Retail or any subsequent registered assignee hereof, the “Holder”), the principal sum of THIRTEEN MILLION EIGHT HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED NINETY AND 51/100 DOLLARS (\$13,859,690.51), or such lesser amount as may be payable as hereinafter provided, at the times and in the manner set forth below. This Warrant is issued as a single fully registered warrant payable to the Holder. This Warrant shall not bear interest, and shall be payable in accordance with the provisions set forth below.

This Warrant is issued pursuant to and in accordance with the authorizing resolution adopted by the City Council on April 21, 2026. This Warrant is further issued pursuant to and in connection with that certain Third Amended and Restated Development Agreement dated effective December 13, 2019 (the “2019 Development Agreement”) by and among the City, Wharf Retail and Wharf Entertainment Properties, LLC, a Louisiana limited liability company (“Wharf Entertainment”), as supplemented and amended by that certain Supplement and First Amendment to Third Amended and Restated Development Agreement dated August 7, 2023 (the “First Supplement”) by and among the Issuer, Developer, Wharf Entertainment and The Wharf Landing, LLC, a Louisiana limited liability company, as such First Supplement was amended by that certain Amendment to Supplement and First Amendment dated as of September 6, 2023, that certain Second Amendment to Supplement and First Amendment dated as of September 21, 2023, that certain Third Amendment to Supplement and First Amendment dated as of October 6, 2023, that certain Fourth Amendment to Supplement and First Amendment dated as of December 8, 2023, that certain Fifth Amendment to Supplement and First Amendment dated as of January 5, 2024, that certain Sixth Amendment to Supplement and First Amendment dated as of March 29, 2024, that certain Seventh Amendment to Supplement and First Amendment dated as of May 30, 2024, that certain Eighth Amendment to Supplement and First Amendment dated as of June 30, 2024, that certain Ninth Amendment to Supplement and First Amendment dated as of July 12, 2024, and that certain Tenth Amendment to Supplement and First Amendment dated as of July 29, 2024 (the First Supplement, as so amended, the “Amended Supplement”), and which 2019 Development

Agreement was further supplemented and amended by that certain Second Supplement and Amendment to Third Amended and Restated Development Agreement of even date herewith (the “Second Supplement”) (the 2019 Development Agreement, as supplemented and amended by the Amended Supplement and the Second Supplement, the “Development Agreement”); *all defined terms used in this Warrant without definition shall have the meaning set forth in the Development Agreement*).

This Warrant is intended to amend, restate, replace and supersede in its entirety the City’s Second Amended and Restated Limited Obligation Warrant Series 2010A in the face amount of \$21,074,405.29 dated August 7, 2023, which in turn amended and restated that certain Amended and Restated Limited Obligation Warrant Series 2010A in the face amount of \$21,072,954 dated December 13, 2019, which in turn amended and restated that certain Limited Obligation Warrant Series 2010A in the face amount of Twenty-Five Million Dollars (\$25,000,000), originally issued to AIG-Baker Orange Beach Wharf, L.L.C., a Delaware limited liability company, which has been assigned to Wharf Retail.

THIS WARRANT HAS BEEN EXECUTED AND DELIVERED PURSUANT TO AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE DEVELOPMENT AGREEMENT. THIS WARRANT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE DEVELOPMENT AGREEMENT, WHICH ARE, BY THIS REFERENCE, INCORPORATED HEREIN AND MADE A PART HEREOF.

1. Establishment of Warrant Fund. Pursuant to the Development Agreement, the City is authorized to and shall continue to maintain the Warrant Fund with the Bank, which shall be a special fund into which the applicable Pledged Tax Revenues pursuant to Section 2 hereof shall be deposited, and from which the applicable payments of debt service on this Warrant shall be made.

2. Funding Obligations of City. Subject to the terms and conditions hereof, and provided that Developer and Wharf Entertainment are not in breach of any of their respective obligations under the Development Agreement or under the Ancillary Agreements, and provided that Wharf Landing is not in breach of any of its obligations under the Amended Supplement, and subject to any and all notice and cure periods as may be provided by the terms of the Development Agreement, for each month during the Funding Period until the Warrant is Paid in Full, the City shall pay into the Warrant Fund, not later than the twentieth (20th) day of the month, all Pledged Tax Revenues received by the City during the preceding month. It is understood that the Annual City Retainage Amount with respect to each Collection Period shall be retained by the City and is not required to be remitted to the Warrant Fund or to otherwise satisfy this Warrant.

3. Payment Terms. Subject to the terms and conditions hereof, and provided that Developer and Wharf Entertainment are not in breach of any of their respective obligations under the Development Agreement or under the Ancillary Agreements, and provided that Wharf Landing is not in breach of any of its obligations under the Amended Supplement, and subject to any and all notice and cure periods as may be provided by the terms of the Development Agreement, on or before the last day of each calendar quarter (i.e., the last day of each March, June, September and

December) commencing on the effective date hereof and continuing until the earlier of (i) December 31, 2035, or (ii) this Warrant being Paid in Full, the City will pay (or cause to be paid) all amounts properly contained in the Warrant Fund as of the twentieth (20th) day of such month (which is the last month of the quarter). At the City's option, the City may retain, at City's expense, a "paying agent" to make all payments on this Warrant.

4. Discharge of Indebtedness. On the earliest to occur of (a) the date that the Warrant is Paid in Full, or (b) December 31, 2035 (after taking into account the payment due on or before December 31, 2035), the entire outstanding balance of the Warrant shall be deemed paid, satisfied and discharged in full; and, all obligations of the City to make payments from the Warrant Fund shall cease. If the Warrant is Paid in Full, any remaining amounts contained in the Warrant Fund as of such time shall be returned to the City to be used for any lawful purpose.

5. Non-recourse. The sole source of payment of the Warrant shall be from the applicable Pledged Tax Revenues for which the City is required to pay into the Warrant Fund as described above, and nothing herein or in the Development Agreement shall constitute a charge against the general funds of the City.

6. Limited Obligation of City. The City's obligation hereunder is subject (i) to the law-imposed requirement that, if necessary, there must first be paid from the Pledged Tax Revenues the necessary and legitimate governmental expenses of operating the City, and (ii) the required payments to all warrant holders of the City, both existing and future. Notwithstanding the foregoing, to the extent that there are sufficient Pledged Tax Revenues available to make payments under the Warrant (which includes payments to the Warrant Fund) in any calendar year, but the same is not paid in whole or in part due to the fact that such Pledged Tax Revenues are used for the purposes of paying the necessary and legitimate governmental expenses of operating the City or any required payments to any other warrant holders of the City, then, in such event only, such amounts of Pledged Tax Revenues not paid under the Warrant (i.e., not paid to the Warrant Fund) shall be carried forward to subsequent calendar years and shall be paid to the extent that there are sufficient Pledged Tax Revenues available for payment in such subsequent calendar years. To the extent that such circumstances exist as of December 31, 2035, then this obligation of the City shall extend beyond December 31, 2035 until the earlier to occur of such carried forward amounts being paid or the Warrant is Paid in Full.

7. Taxable Warrant. The City makes no representation with respect to the tax implications of the Warrant.

8. Redemption. The City shall have the right to redeem the Warrant in whole or in part at any time, upon payment to the Holder thereof of the outstanding principal balance, without premium or penalty.

9. Setoff. The City shall be entitled to set off against the Warrant: (i) any and all payments or sums owing from Developer to the City under the Development Agreement or any of the Ancillary Agreements, (ii) the value of any obligations to be undertaken by Developer under the Development Agreement or any of the Ancillary Agreements, and/or (iii) any damages suffered

or incurred by the City on account of any breach by Developer under the Development Agreement or any of the Ancillary Agreements. Such right of set off shall be separate and apart from any and all other rights and remedies that the City may have against the Developer.

9.1 Additional Setoff Rights. In addition to the City's setoff rights under Section 9 above, the City shall be entitled to set off against the Warrant: (i) any and all payments or sums owing from Wharf Landing to the City under the Amended Supplement, (ii) the value of any obligations to be undertaken by Wharf Landing under the Amended Supplement, and/or (iii) any damages suffered or incurred by the City on account of any breach by Wharf Landing under the Amended Supplement. Such right of set off shall be separate and apart from any and all other rights and remedies that the City may have against Wharf Landing or Developer.

10. Registered Holder. The principal payable under this Warrant will be paid to the person in whose name this Warrant is registered at the close of business on the last Business Day prior to such payment date. "Business Day" shall mean any day other than (a) a Saturday, a Sunday or (b) a day on which the payment system of the Federal Reserve System is not operational, or (c) a day on which banking institutions are required or authorized to remain closed in the City of Orange Beach, Alabama.

11. Method of Payments. Payment on this Warrant due on each payment date shall be made by check or draft mailed by the City (or the paying agent) to the person entitled thereto at its address appearing in the warrant register maintained with respect to this Warrant. Such payments shall be deemed timely made if so mailed on the payment date or, if such payment date is not a Business Day, on the next Business Day following such payment date. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

12. Negotiability. This Warrant is transferable only by an instrument of transfer duly executed by the person in whose name this Warrant is registered on the registry books of the Treasurer of the City. Each Holder hereof, by receiving or accepting this Warrant, shall take subject to all terms, conditions and offsets hereof, and all payments made in respect hereof, whether or not in accordance with the express terms hereof, and shall consent and agree and shall be estopped to deny that this Warrant may be transferred only in accordance with the provisions of Section 10.1 of the Development Agreement and all applicable state and federal securities laws.

13. Certifications. It is hereby certified and recited that the indebtedness evidenced and ordered paid by this Warrant is lawfully due without condition, abatement or offset of any description except as specifically set forth herein or in the Development Agreement; that this Warrant has been registered in the manner provided by law; that all conditions, actions, and things required by the Constitution and laws of the State of Alabama to exist, be performed or happen precedent to the issuance of this Warrant exist, have been performed and have happened; and that the indebtedness evidenced and ordered paid by this Warrant, together with all other indebtedness incurred by the City, was at the time the same was created and is now within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

IN WITNESS WHEREOF, the City has caused this Warrant to be executed in its behalf by its Mayor and by the City Clerk and has caused the seal of the City to be impressed hereon, and has caused this Warrant to be dated effective as of the ____ day of _____, 2026.

CITY OF ORANGE BEACH, ALABAMA

(SEAL)

Attest:

By: _____
Anthony Kennon, Mayor

City Clerk

REGISTRATION CERTIFICATE

I hereby certify that this Warrant has been duly registered by me as a limited claim against City of Orange Beach, in the State of Alabama, and the Warrant Fund referred to herein, and I have registered such Warrant in the records of the City.

Finance Director/Treasurer of the City of
Orange Beach, Alabama

City of Orange Beach
4099 Orange Beach Blvd.
Orange Beach, Alabama 36561

Jones Walker LLP
420 20th Street North, Suite 1100
Birmingham, Alabama 35203

**Re: Third Amended and Restated Limited Obligation Warrant, Series
2010A in the Principal Amount of \$13,859,690.51 (the “Warrant”)**

Ladies and Gentlemen:

Wharf Retail Properties, LLC, a Louisiana limited liability company (the “Developer”) does hereby acknowledge receipt on this date of the above-referenced Warrant issued by the City of Orange Beach, a municipal corporation under the laws of the State of Alabama (the “Issuer”).

The Developer has been provided with and has reviewed that certain Third Amended and Restated Development Agreement dated effective as of December 13, 2019 (the “2019 Development Agreement”) by and among Developer, Wharf Entertainment Properties, LLC, a Louisiana limited liability company (“Wharf Entertainment”) and the Issuer dated effective as of December 13, 2019, as supplemented and amended by that certain Supplement and First Amendment to Third Amended and Restated Development Agreement dated August 7, 2023 (the “First Supplement”) by and among the Issuer, Developer, Wharf Entertainment and The Wharf Landing, LLC, a Louisiana limited liability company, as such First Supplement was amended by that certain Amendment to Supplement and First Amendment dated as of September 6, 2023, that certain Second Amendment to Supplement and First Amendment dated as of September 21, 2023, that certain Third Amendment to Supplement and First Amendment dated as of October 6, 2023, that certain Fourth Amendment to Supplement and First Amendment dated as of December 8, 2023, that certain Fifth Amendment to Supplement and First Amendment dated as of January 5, 2024, that certain Sixth Amendment to Supplement and First Amendment dated as of March 29, 2024, that certain Seventh Amendment to Supplement and First Amendment dated as of May 30, 2024, that certain Eighth Amendment to Supplement and First Amendment dated as of June 30, 2024, that certain Ninth Amendment to Supplement and First Amendment dated as of July 12, 2024, and that certain Tenth Amendment to Supplement and First Amendment dated as of July 29, 2024 (the First Supplement, as so amended, the “Amended Supplement”), and which 2019 Development Agreement was further supplemented and amended by that certain Second Supplement and Amendment to Third Amended and Restated Development Agreement of even date herewith (the “Second Supplement”) (the 2019 Development Agreement, as supplemented and amended by the Amended Supplement and the Second Supplement, the “Development Agreement”), as well as all exhibits thereto and other agreements or instruments referred to therein.

The undersigned has also reviewed the Authorizing Resolution adopted by the City Council on April 21, 2026, authorizing the issuance of the Warrant. The undersigned understands and acknowledges that: (i) the Warrant is a limited obligation of the Issuer, (ii) the Warrant shall not constitute a charge on the full faith and credit of the Issuer and (iii) the Warrant is subject to the terms and conditions of the Development Agreement.

The undersigned has had full and free access to all books and records of the Issuer and has been provided with and has evaluated such financial, corporate and general information respecting the Issuer and the Warrant as the undersigned deems necessary to enable the undersigned to make an informed investment judgment with respect to the Warrant. The undersigned understands that Jones Walker LLP has only represented the Issuer in connection with the transactions described herein, and acknowledges that the undersigned has engaged its own counsel to represent it in connection with the transactions described herein and in determining the merits and risks of accepting the issuance of the Warrant.

The undersigned acknowledges that the Warrant has not been registered under the Securities Act of 1933 or any state securities laws, and may not be resold or transferred (i) without appropriate registration or the availability of an exemption from such requirements, and (ii) without strictly conforming to the requirements of the terms of the Development Agreement and the Warrant.

In the event that in the future the Developer decides to sell the Warrant or any interest therein, the undersigned is aware that the Warrant is a security and that the seller is obligated under federal and state securities laws, among other things, to fully and accurately disclose to all persons to whom it offers to sell the Warrant all facts material to the purchaser's decision to purchase the Warrant. Prior to making any sale of the Warrant or any interest therein, the Developer intends to consult with counsel knowledgeable in the requirements of such securities laws and to be guided by the advice of such counsel. The Developer hereby represents that it will not sell, transfer, or otherwise distribute the Warrant or any interest therein in violation of any applicable federal or state securities laws, the Development Agreement or the Warrant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Effective as of the ____ day of _____, 2026.

WHARF RETAIL PROPERTIES, LLC

By: _____
Arthur Emmette Favre, III
Its Sole Member and Manager

LEASE AGREEMENT

(Event Center)

THIS LEASE AGREEMENT (this “Lease”) is made effective as of the ____ day of September, 2026 (the “Effective Date”), by and between the **CITY OF ORANGE BEACH**, an Alabama municipal corporation (“Tenant”), and **WHARF RETAIL PROPERTIES, LLC**, a Louisiana limited liability company (“Landlord”).

WHEREAS, concurrently herewith, Tenant is conveying to Landlord those certain parcels of real estate more particularly described as Lots 2 and 4 of The Wharf West Side Subdivision (Amended) as recorded on Slide 0002447D in the Office of the Judge of Probate, Baldwin County, Alabama, as shown on Exhibit A attached hereto and made a part hereof (collectively, the “Premises”), which consists generally of a free-standing event center building (the “Building”) and a parking lot, situated within the Wharf Development, with a property address for the Building of 4671 Wharf Parkway West, Orange Beach, Alabama 36561; and

WHEREAS, Landlord desires to lease the Premises to the Tenant pursuant to the terms of this Lease, and the Tenant desires to lease the Premises from the Landlord pursuant to the terms and conditions of this Lease.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the following covenants and conditions, Landlord and Tenant respectively covenant and agree as follows:

1. AGREEMENT. Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, upon the terms and conditions set forth in this Lease. During the term of this Lease, the Premises will be used for operating an event center and uses ancillary thereto. Tenant shall have the absolute and exclusive right to utilize all interior and exterior areas of the Premises in furtherance of its purpose in using the Premises. Additionally, Tenant shall have and benefit from all easement rights that run in favor of Landlord with respect to the Premises, including, without limitation, those described on Exhibit B attached hereto and made a part hereof. Landlord agrees not to terminate or modify any such easements during the term hereof. Any use of the common areas of the Wharf Development shall be done in compliance with the Master Declaration for such development, as the same has been amended from time to time.

2. TERM. The term of this Lease shall commence as of the Effective Date, and shall continue until 11:59 P.M. on December 31, 2026.

3. RENT. There is no rent payable under this Lease, the consideration having been factored into the purchase price for the sale of the Premises from Tenant to Landlord concurrently herewith.

4. UTILITIES AND OPERATING EXPENSES. Tenant will arrange for and pay the appropriate suppliers for all utility services that Tenant uses on the Premises during the Term and will be responsible for all operating expenses associated with the use of the Premises, except as otherwise provided herein.

5. INSURANCE.

5.1 Landlord's Insurance. Landlord shall obtain and keep in force "all-risk" coverage insurance (including fire insurance) in the customary form in the vicinity where the Premises is located for buildings and improvements of similar character, on the Building and other improvements within the Premises, for the full replacement value thereof. Duly executed certificates of such insurance shall be delivered to Tenant upon request.

5.2 Tenant's Insurance. Tenant shall carry (at its sole expense during the term hereof) the insurance listed on Exhibit C attached hereto and made a part hereof. All said insurance policies shall be carried with companies licensed to do business in the State of Alabama satisfactory to Landlord, in its reasonable discretion; and, Tenant shall, to the extent that its insurer will do so, procure an accord providing for thirty (30) days written notice to Landlord prior to cancellation or amendment of any liability insurance policy (which requirement shall only last during the term hereof). Duly executed certificates of such insurance shall be delivered to Landlord upon request.

5.3 Waiver of Subrogation. Notwithstanding anything to the contrary contained herein, Landlord and Tenant hereby waive and release all claims against each other, and against the partners, members, officers, directors, agents and employees of each other, from any and all rights of recovery, claim, action or cause of action for any loss or damage sustained to the extent such claims are or could be insured against under (i) any "Causes of Loss - Special Form" policy of property insurance, (ii) under any property insurance policy actually maintained by Landlord or Tenant in connection with this Lease, or (iii) under any property insurance policy required to be maintained by Landlord or Tenant under this Lease regardless of whether such policy is in effect at the time of the loss, and in all events regardless of cause or origin, including, but not limited to, the negligence of Landlord or Tenant or their respective members, managers, officers, directors, councilmembers, agents and employees. Landlord and Tenant will cause their respective insurance carriers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with damage to the Premises or any personal property thereon; provided, however, that failure to obtain such endorsements shall not affect the release hereinabove given.

6. REPAIRS AND MAINTENANCE.

6.1 By Landlord. Landlord will maintain and be responsible for: (a) structural elements of the Building, including roof joists, columns, footings, foundation and exterior walls, (b) roof of the Building, (c) any necessary capital expenditures with respect to the Premises, (d)

underground utilities and exterior plumbing for the Premises (including under the slab of the Building), (e) storm and sewer pipes within the Premises, (f) sinkholes (and any damage to the surface caused thereby) within the Premises, and (g) parking lot within the Premises.

6.2 By Tenant. Other than Landlord's obligations in Sections 6.1 and 6.3, Tenant shall maintain the Premises in good repair and shall return the Premises in the same condition as of the Effective Date "broom clean", normal wear and tear excepted, at the expiration of the term of this Lease.

6.3 HVAC. Tenant will maintain a quarterly HVAC maintenance plan. For any HVAC repairs, Tenant will be responsible for the first \$1,500, and Landlord will be responsible for the excess. Landlord will be responsible for 100% of the cost of any HVAC unit replacement. Tenant will coordinate any such repairs or replacements. Landlord will reimburse Tenant promptly for any such repairs or replacement upon receipt of an invoice from Tenant showing the work and materials.

7. **ALTERATIONS.** Tenant agrees not to make structural or non-structural alterations to the Premises during the term hereof.

8. **DAMAGE AND DESTRUCTION.**

8.1 General. If the Premises or any portion thereof shall be damaged by fire, wind damage, the elements, accident or other casualty (a "Casualty"), Tenant shall promptly notify Landlord of the same in writing.

8.2 Major Casualty. If the damage resulting from a Casualty cannot reasonably be anticipated to be repaired within four (4) months or would cost in excess of \$250,000 to repair (in either case, a "Major Casualty"), then either party shall have the right to terminate this Lease. To exercise such right of termination, such party shall give the other party notice thereof within forty-five (45) days of the date of the Major Casualty, and the Lease shall terminate as of the date of such notice.

8.3 Restoration. In the event of a Casualty which is not a Major Casualty, or in the event of a Major Casualty whereby neither party exercises its right of termination, then Landlord shall commence and proceed with reasonable diligence to restore the Building to substantially the same condition in which it was immediately prior to the happening of the Casualty.

9. **CONDEMNATION.** If, by exercise of the right of eminent domain or by conveyance made in response to the threat of the exercise of such right (in either case a "Taking"), all or any material portion of the Premises is taken, or if so much of the Premises is taken that the Premises cannot be used by Tenant for the purposes for which it was used immediately before the Taking, this Lease will end on the earlier of the vesting of title to the Premises in the condemning authority or the taking of possession of the Premises by the condemning authority (the "Condemnation Ending Date"). If, after a Taking, so much of the Premises remains that the

Premises can be used for substantially the same purposes for which it was used immediately before the partial Taking, then this Lease will end as to that portion of the Premises so taken as of the Condemnation Ending Date.

10. COVENANT OF QUIET ENJOYMENT. So long as no Tenant Default (as hereinafter defined) has occurred and is continuing, Tenant's possession of the Premises will not be disturbed by Landlord or any person claiming by or through Landlord.

11. TENANT DEFAULT.

11.1 As used herein, a "Tenant Default" shall mean that Tenant breaches any covenant, agreement, term or condition, and the breach continues for a period of thirty (30) days after written notice by Landlord to Tenant specifying such breach.

11.2 Remedies. Upon the occurrence of an uncured Tenant Default, then Landlord may, but shall have no obligation to, cure the default, in which case Tenant shall pay to Landlord upon demand the cost thereof within ten (10) days; and if not timely reimbursed by Tenant, Landlord may terminate this Lease, in which case, Tenant shall promptly surrender possession of the Premises to Landlord. However, Landlord shall not be entitled to terminate this Lease due to such an uncured Tenant Default, unless the written notice of such breach contains a conspicuous statement that Landlord will terminate the Lease if such breach is not cured within such cure period.

12. LANDLORD DEFAULT. If Landlord shall be in default in the performance of any obligation under this Lease, which default is continuing thirty (30) days after Tenant gives Landlord written notice of such default, Tenant may, but shall have no obligation to cure the default, in which case Landlord shall pay to Tenant upon demand the cost thereof within ten (10) days. However, Tenant shall not be entitled to terminate this Lease due to such an uncured Landlord Default, unless the written notice of such breach contains a conspicuous statement that Tenant will terminate the Lease if such breach is not cured within such cure period.

12. ASSIGNMENT/SUBLETTING. Tenant may not assign this Lease in whole or in part, nor sublet all or any part of the Premises; provided, however, this shall not prohibit Tenant from renting out the Premises to third parties for particular events and uses on a short-term basis, it being acknowledged that the Premises is used as an event center.

13. ADDITIONAL COVENANTS OF TENANT. Tenant shall at all times during the term hereof:

(a) not introduce any "Hazardous Substances" or "Toxic Substances" onto the Premises as such substances are defined or referred to by any applicable law or governmental agency or unit;

(b) release, remise and discharge Landlord from any liens, claims, suits, demands, obligations or liabilities for any damage to or loss of any personal property brought onto the Premises by Tenant or its invitees; and

(c) not use any loudspeakers, phonographs or other devices of similar nature in violation of the noise ordinance of the City of Orange Beach.

14. EXCULPATION OF LANDLORD LIABILITY. Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Landlord, that there shall be absolutely no personal liability on the part of Landlord or any of its successors, assigns, mortgagees, members, directors, officers, agents, or employees with respect to any of the terms, covenants and conditions of this Lease, and that Tenant shall look solely to the equity of Landlord in the Premises for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord of any of the terms, covenants and conditions of this Lease to be performed by Landlord, such exculpation of liability to be absolute; provided, however nothing shall prevent Tenant from seeking or obtaining injunctive relief against Landlord.

15. INDEMNIFICATION OF LANDLORD. To the extent permitted by law, Tenant agrees to and hereby does indemnify, protect, defend (by counsel reasonably acceptable to Landlord) and hold Landlord and its affiliates, Wharf Entertainment Properties, LLC and Intracoastal Hotel Properties, LLC (collectively, the “Wharf”), together with their respective members, managers, agents, officers, employees, successors and assigns (collectively, the Wharf and such parties, the “Indemnitees”), free and harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, lawsuits, and other proceedings, costs, and expenses (including without limitation actual attorney’s fees) occasioned directly or indirectly from or out of, or in any way connected with loss of life, bodily injury, and/or damage to property or the environment arising from or out of the occupancy or use of the Premises by the Tenant and its invitees, except for matters arising from an Indemnatee’s gross negligence or willful misconduct. Notwithstanding the foregoing, this Section is not, as to any person or entity other than the Indemnitees, a waiver of any defense or immunity otherwise available to the Tenant; and the Tenant, in defending any action by or against Tenant by any person or entity other than the Indemnitees, shall be entitled to assert in any such action every defense or immunity available to it.

16. MISCELLANEOUS

(a) Counterparts. This Lease may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(b) Construction. The term “including” means including without limitation. This Lease has been negotiated by the parties and shall be fairly interpreted in accordance with its terms and without any strict construction in favor of or against any of the parties.

(c) Non-Disturbance Recognition Agreement. Landlord represents that the Premises is not presently encumbered by a mortgage. In the event that the Premises is ever subjected to a mortgage, upon Tenant's request, Landlord agrees to promptly secure a non-disturbance recognition agreement for Tenant's benefit on a form reasonably acceptable to Tenant.

(d) Governing Laws. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Alabama, that being the State in which the Premises is located, as the same may from time to time exist.

(e) No Oral Agreements. There are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease.

(f) No Waiver. Any waiver of any right or obligation by any party hereto shall not operate as a waiver of any other or subsequent right or obligation.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed effective as of the day and year first above written.

TENANT:

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Its Mayor

ATTEST:

City Clerk

[SEAL]

LANDLORD:

WHARF RETAIL PROPERTIES, LLC

By: _____
Arthur Emmette Favre, III
Its Sole Member and Manager

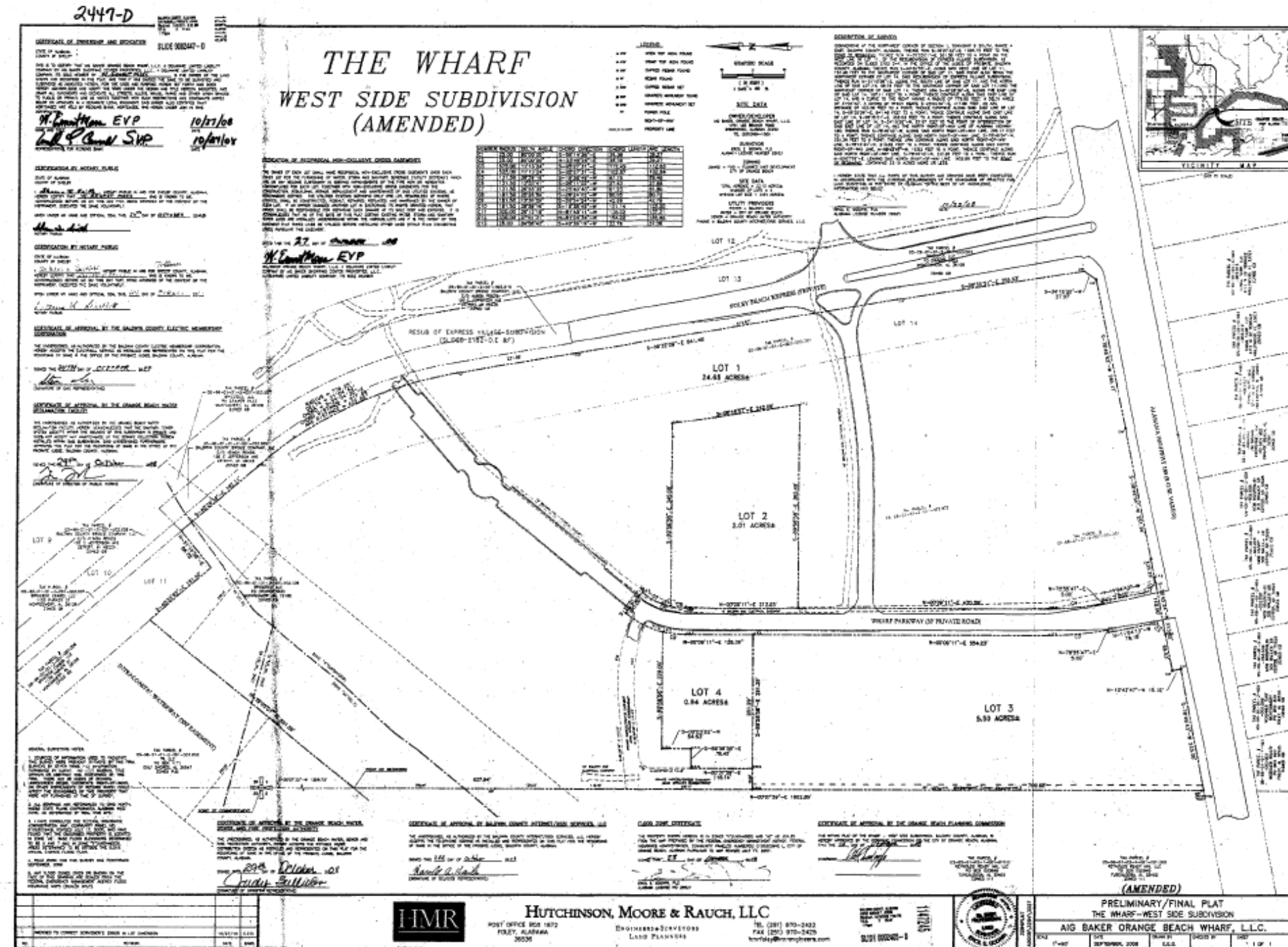
Plat

EXHIBIT B

Beneficial Easements

(A) Beneficial Easements for vehicular and pedestrian ingress and egress and utilities over and across the Service Road as shown on the plat of the Wharf West Side Subdivision, Phase 2, as recorded on Slide 2S36-F, probate records, Baldwin County, Alabama, as set out in Section 1 of the Access and Utility Easement Agreement by and between Wharf Entertainment Properties, LLC, Intracoastal Hotel Properties, LLC, and City of Orange Beach, Alabama dated July 30, 2015 and recorded at Instrument 1527684.

(B) Beneficial easements for vehicular and pedestrian ingress and egress, utilities and other rights as set out in that certain Master Declaration of Easements, Restrictions and Covenant to Share Costs as recorded in Instrument Number 934696 in the records in the Office of the Judge of Probate of Baldwin County, Alabama, as the same has been amended.

(C) Reciprocal non-exclusive cross easements dedicated on the plat of The Wharf West Side Subdivision (Amended) as recorded on Slide 2447-D in the records in the Office of the Judge of Probate of Baldwin County, Alabama, including the Cross Easement rights as set out in Section 7 of the Access and Utility Easement Agreement by and between Wharf Entertainment Properties, LLC, Intracoastal Hotel Properties, LLC, and City of Orange Beach, Alabama dated July 30, 2015 and recorded at Instrument 1527684.

(D) Beneficial rights and easements in the Declaration of Easement by AIG Baker Orange Beach Wharf, L.L.C. recorded in Instrument Number 1281431, re-recorded in Instrument Number 1287746 of the records in the Office of the Judge of Probate of Baldwin County, Alabama.

(E) Beneficial Easements for utilities over and across the Utility Easement over the South 10 feet of Lot 1 as shown on the plat of the Wharf West Side Subdivision, Phase 2, as recorded on Slide 2536-F, probate records, Baldwin County, Alabama, as set out in Section 6 of the Access and Utility Easement Agreement by and between Wharf Entertainment Properties, LLC, Intracoastal Hotel Properties, LLC, and City of Orange Beach, Alabama dated July 30, 2015 and recorded at Instrument 1527684.

EXHIBIT C

Insurance Requirements

1. A policy of commercial general liability insurance with a combined single limit of at least \$2,000,000.00, including coverage for bodily injury or death and personal injury liability, with limits of at least \$2,000,000.00 per occurrence.
2. In the event Tenant or anyone contracted by Tenant provides vehicles or utilizes vehicles specifically in carrying out its activities on the Premises, Tenant and any such contractor shall maintain a commercial auto policy with a minimum limit of \$1,000,000.00.
3. The liability policy shall name Landlord, and its affiliates Wharf Entertainment Properties, LLC and Intracoastal Hotel Properties, LLC, as additional insureds.
4. Tenant's policies shall be endorsed to provide that they are primary and noncontributing with any other insurance maintained by the additional insureds (if applicable).
5. Tenant shall deliver to the Landlord a certificate of insurance, complying with the foregoing and evidencing statutory requirements for Workers' Compensation insurance (if legally required).

OWNER/SELLER AFFIDAVIT – ENTITY
(Seller to execute if sale)

STATE OF ALABAMA
COUNTY OF BALDWIN

Personally appeared before me, the undersigned authority, Tony Kennon ("Affiant"), who being first duly sworn, deposes and states on oath as follows solely in his capacity as Mayor:

1. Affiant is of legal age, has personal knowledge of the facts stated herein, is familiar with the condition, maintenance, operation, and use of the real property and improvements thereon, if any, more particularly described on Exhibit A attached hereto (the "Property").

2. Affiant is duly authorized to make this affidavit as Mayor on behalf of City of Orange Beach, Alabama ("Owner").

3. Owner is lawfully seized of the Property and has good right to convey or encumber the Property, and there are no parties occupying, renting, leasing, residing in, or possessing the Property pursuant to any unrecorded written or oral agreement or claim of right, except under short-term rental/booking agreements (the "Bookings"), for use of the Property as an event center by various groups. Concurrently herewith, (i) Owner is entering into a lease with the purchaser of the Property, Wharf Retail Properties, LLC ("Purchaser") to lease the Property back from Purchaser through the 2026 calendar year, and (ii) Owner is assigning to Purchaser concurrently herewith those Bookings falling beyond the 2026 calendar year.

4. During Owner's period of ownership, Owner's possession of the Property has been peaceable and undisturbed, Owner's title to or access to the Property has never been disputed or questioned, there have been no parties claiming title to the Property or any portion thereof by reason of adverse possession or prescriptive rights, and there are no claims of encroachments or boundary line disagreements affecting the Property.

5. Owner has granted no contract, option to purchase, right of first offer, or right of first refusal with respect to the Property, except to Purchaser.

6. Owner has not granted any unrecorded easements, covenants, licenses, servitudes, or similar agreements encumbering the Property, other than the Bookings.

7. Owner has never made any assignment for the benefit of creditors, and that there are no pending suits, proceedings, judgments, bankruptcies, executions, or receivership actions which affect the Property.

8. There are no state, county, city, town, school district, improvement district, sewer district, water district, or other governmental or quasi-governmental agency taxes, assessments, or other charges due or owing against the Property, and that no claim has been made by any governmental or quasi-governmental agency that any such taxes, assessments, or other charges levied against the Property are past due.

9. Except for (i) certain inspections undertaken by Purchaser or its contractors, and (ii) certain punch list items undertaken by the Owner's Public Works Department, no work, improvements, or repairs on or to the Property during the **180 days** immediately preceding the

date of this affidavit have been done or made; there are no outstanding bills for labor, services, or materials used in making improvements or repairs on or to the Property, or for services of architects, surveyors, engineers, or any other service providers or suppliers in connection with the Property; and there are no outstanding contracts under which work is to be performed on or to the Property, or under which labor, services, or materials are to be supplied to the Property.

10. To Affiant's knowledge, there are no current, uncured violations of any covenants, conditions, or restrictions affecting the Property (including private charges or assessments which have not been timely paid), and that Owner has received no notice or claim of any such violation.

11. To Affiant's knowledge, there are no current, uncured violations of any zoning ordinances, building setback lines, subdivision laws or building permits for the Property, and that Owner has received no notice or claim of any such violation.

12. Owner is not aware of any other title defects, liens, encumbrances, claims, or other adverse matters, including unrecorded matters, created, first appearing in the Public Records, alleged, or attaching prior to the date of closing, other than those matters shown in Title Commitment 74880-1 issued by Gulf Shores Title Company, Inc. with respect to the Property.

13. During Owner's period of ownership, no person has used or attempted to use the surface of the Property for the extraction or development of minerals, water, or other subsurface substances.

14. To Affiant's knowledge, (i) there are no cemeteries or burial grounds located on the Property, and (ii) there are no abandoned roads or railroad lines located on the Property.

15. Owner has not and will not, through and including the date and time of the recording of documents necessary to effectuate the transaction that is the subject hereof, cause or permit to arise any matter contrary to any statement made herein.

16. Affiant acknowledges that this affidavit is given for the benefit of First American Title Insurance Company (the "Company"), and the Company is entitled to rely on the facts stated herein in connection with the issuance of one or more title insurance policies pertaining to the Property and the acquisition of the Property.

City of Orange Beach, Alabama, an
Alabama municipal corporation

BY: _____
Tony Kennon
Its: Mayor

Subscribed, sworn to (or affirmed) and acknowledged before me on this ____ day of August, 2026.

(Notary Stamp)

Notary Public
My Commission Expires: _____

EXHIBIT A

DESCRIPTION OF PROPERTY

PARCEL A: Lots 2 and 4, according to the plat of The Wharf West Side Subdivision (Amended) as recorded on Slide 2447-D in the Office of the Judge of Probate of Baldwin County, Alabama.

SEND TAX NOTICE TO:

Wharf Retail Properties, LLC
610 Highland Crossing Street
Baton Rouge, Louisiana 70810

STATE OF ALABAMA)
)
BALDWIN COUNTY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of \$5,565,000.00 and other good and valuable consideration in hand paid by **WHARF RETAIL PROPERTIES, LLC**, a Louisiana limited liability company ("Grantee") to the **CITY OF ORANGE BEACH, ALABAMA**, an Alabama municipal corporation ("Grantor"), the receipt and sufficiency of which are hereby acknowledged, Grantor does by these presents, grant, bargain, sell and convey unto the Grantee, that certain real property situated in Baldwin County, Alabama, being more particularly described on Exhibit A-1 attached hereto and made a part hereof, together with all hereditaments and appurtenances pertaining to such real property, including, without limitation, all of Grantors' right, title and interest (if any) in and to (i) adjacent streets, alleys and rights-of-way solely by reason of its ownership of such real property on said Exhibit A-1 and not by reason of any municipal or governmental rights in such adjacent streets, alleys and rights-of-way, and (ii) those certain easements with respect to real property situated in Baldwin County, Alabama, being more particularly described on Exhibit A-2 attached hereto and made a part hereof.

SUBJECT, however, to the permitted encumbrances set forth on Exhibit B attached hereto and made a part hereof.

TO HAVE AND TO HOLD unto the said Grantee, Grantee's successors and assigns forever.

Grantor hereby covenants and agrees with Grantee, its successors and assigns, that the Grantor, its successors and assigns, will warrant and defend the above-described real property described on Exhibit A-1 attached hereto against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under the Grantor, but not otherwise.

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Pursuant to the provisions of Ala. Code § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Mailing Address:	Grantee's Name and Mailing Address:
City of Orange Beach	Wharf Retail Properties, LLC
P.O. Box 458	610 Highland Crossing Street
Orange Beach, Alabama 36561	Baton Rouge, Louisiana 70810

Property Address:	4671 Wharf Parkway West Orange Beach, Alabama 36561
Date of Sale:	Date of this Deed
Total Value:	\$ 5,565,000
The Total Value can be verified in:	☒ Closing Statement

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this Statutory Warranty Deed to be executed by its duly authorized Mayor as of the ____ day of _____, 2026.

GRANTOR:

CITY OF ORANGE BEACH, ALABAMA

By: _____
Tony Kennon
Its Mayor

ATTEST: _____
City Clerk

[SEAL]

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Tony Kennon, whose name as Mayor of the CITY OF ORANGE BEACH, ALABAMA, an Alabama municipal corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he, as such Mayor and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

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

[SEAL]

Notary Public
My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:

Paul O. Woodall, Jr.
JONES WALKER LLP
420 20th Street North
Suite 1100
Birmingham, Alabama 35203

EXHIBIT A-1

Legal Description

Lots 2 and 4 of The Wharf West Side Subdivision (Amended) as recorded on Slide 0002447D in the Office of the Judge of Probate, Baldwin County, Alabama.

EXHIBIT A-2

Easements

(A) Beneficial Easements for vehicular and pedestrian ingress and egress and utilities over and across the Service Road as shown on the plat of the Wharf West Side Subdivision, Phase 2, as recorded on Slide 2536-F, probate records, Baldwin County, Alabama, as set out in Section 1 of the Access and Utility Easement Agreement by and between Wharf Entertainment Properties, LLC, Intracoastal Hotel Properties, LLC, and City of Orange Beach, Alabama dated July 30, 2015 and recorded at Instrument 1527684.

(B) Beneficial easements for vehicular and pedestrian ingress and egress, utilities and other rights as set out in that certain Master Declaration of Easements, Restrictions and Covenant to Share Costs as recorded in Instrument Number 934696 in the records in the Office of the Judge of Probate of Baldwin County, Alabama, as the same has been amended.

(C) Reciprocal non-exclusive cross easements dedicated on the plat of The Wharf West Side Subdivision (Amended) as recorded on Slide 2447-D in the records in the Office of the Judge of Probate of Baldwin County, Alabama, including the Cross Easement rights as set out in Section 7 of the Access and Utility Easement Agreement by and between Wharf Entertainment Properties, LLC, Intracoastal Hotel Properties, LLC, and City of Orange Beach, Alabama dated July 30, 2015 and recorded at Instrument 1527684.

(D) Beneficial rights and easements in the Declaration of Easement by AIG Baker Orange Beach Wharf, L.L.C. recorded in Instrument Number 1281431, re-recorded in Instrument Number 1287746 of the records in the Office of the Judge of Probate of Baldwin County, Alabama.

(E) Beneficial Easements for utilities over and across the Utility Easement over the South 10 feet of Lot 1 as shown on the plat of the Wharf West Side Subdivision, Phase 2, as recorded on Slide 2536-F, probate records, Baldwin County, Alabama, as set out in Section 6 of the Access and Utility Easement Agreement by and between Wharf Entertainment Properties, LLC, Intracoastal Hotel Properties, LLC, and City of Orange Beach, Alabama dated July 30, 2015 and recorded at Instrument 1527684.

EXHIBIT B

Permitted Encumbrances

- (1) Ad valorem property taxes for the year 2026 and subsequent years, not yet due and payable;
- (2) Terms, conditions, rules, regulations, subdivision regulations, ordinances, and other matters relating to the City of Orange Beach, Alabama, including, but not limited to:
 - (A) Subdivision Regulations of the City of Orange Beach, Alabama as recorded at Instrument 1028536, and any amendments thereto.
 - (B) City of Orange Beach Community Preservation and Growth Management Plan filed August 7, 2007 at Instrument 1066859, and all amendments thereto.
- (3) Reservation of all interest in and to all oil, gas, and minerals and rights in connection therewith as contained in deed from Albert M. Thompson, III, Toni Marie T. Turpen (a/k/a Toni Thompson Turpen) and Vicki Ann Thompson, to J-MC Management Group, L L C, dated February 22, 1999, and recorded at Instrument 479883.
- (4) Transmission Line Right-of-Way Easement granted to Baldwin County Electric Membership Corporation by Instrument recorded in Instrument 670293, Instrument 670292 and as shown on drawing recorded in Instrument 676365, and referred to in Affidavits regarding Alabama Electric Cooperative, Inc's Romar Beach Jct.-Orange Beach Substation 115kV Transmission Line as contained in Instrument dated August 12, 2002 and recorded in Instrument 676368 and Instrument 676369.
- (5) Electric Line - Right of Way Easement in favor of Baldwin County Electric Membership Corporation as set out in Instrument 1030384, Instrument 1054764, and as set out as 10 foot easements on that plat of The Wharf West Side Subdivision as recorded on Slide 2405-D and amended on Slide 2447-D, and as shown on survey by Hutchinson, Moore & Rauch, LLC, dated April 5, 2011.
- (6) Terms, conditions and agreements as set out in the Master Declaration of Easements, Restrictions and Covenant to Share Costs for The Wharf, as recorded at Instrument 934696, as the same has been amended.
- (7) Conditions and stipulations contained in the Dedication of Reciprocal Non-Exclusive Cross Easements set forth on the plat of The Wharf West Side Subdivision as recorded on Slide 2405-D and amended on Slide 2447-D.
- (8) Terms, conditions, rights and obligations contained within the instruments described on Exhibit A-2 attached hereto.

NOTE: All recording references above are to the Office of the Judge of Probate of Baldwin County, Alabama.

ASSIGNMENT AND ASSUMPTION OF BOOKINGS

THIS ASSIGNMENT AND ASSUMPTION OF BOOKINGS (this “Assignment”) is made and entered into as of the ____ day of _____, 2026 (the “Effective Date”), by and between the CITY OF ORANGE BEACH, an Alabama municipal corporation (“Assignor”), and WHARF RETAIL PROPERTIES, LLC, a Louisiana limited liability company (“Assignee”).

WHEREAS, Assignor has heretofore owned that certain Event Center building located at 4671 Wharf Parkway West, Orange Beach, Alabama 36561 (the “Event Center”); and

WHEREAS, Assignor has, concurrently herewith, sold the Event Center to Assignee; and

WHEREAS, Assignor has leased the Event Center back from Assignee for a term commencing as of the Effective Date and continuing through December 31, 2026 (the “Lease Term”), under a Lease Agreement of even date herewith between Assignor and Assignee (the “Lease”); and

WHEREAS, Assignor has entered into various Rental Agreements with tenants for future use of the Event Center for certain events to be held at the Event Center, some of which are for periods subsequent to the Lease Term (collectively, the “Post-Term Rental Agreements”); and

WHEREAS, a description of the Post-Term Rental Agreements is set forth on Exhibit A attached hereto and made a part hereof; and

WHEREAS, in connection with the sale of the Event Center, Assignor desires to assign its right, title and interest in and to the Post-Term Rental Agreements to Assignee, and Assignee desires to assume the Post-Term Rental Agreements from Assignor.

NOW, THEREFORE, in consideration of the transactions contemplated by the sale and acquisition of the Event Center and the Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns, conveys, transfers and sets over unto Assignee, its successors and assigns, all of Assignor’s right, title and interest in and to the Post-Term Rental Agreements. In furtherance thereof, Assignor assigns over to Assignee all rights and interest with respect to all security and/or other tenant deposits under the Post-Term Rental Agreements. A list of the deposits being held by Assignor for the Post-Term Rental Agreements is set forth on Exhibit B attached hereto and made a part hereof (the “Post-Term Deposits”). In lieu of paying the Post-Term Deposits over to Assignee, Assignee shall receive a credit at the closing of the Event Center in the aggregate amount of Post-Term Deposits, i.e., \$2,950.00. Upon receipt of such credit, Assignor shall have no further obligations with respect to the Post-Term Deposits, and Assignee shall be deemed to have receipt thereof, and thereafter be responsible for applying such Post-Term Deposits in accordance with the terms and conditions of the applicable Post-Term Rental Agreements to which they relate.

2. Assumption. Assignee hereby accepts the assignment of the Post-Term Rental Agreements and does hereby assume and agree to observe and perform any and all obligations and duties of Assignor under the Post-Term Rental Agreements first arising on or after the Effective Date.

3. No Rent for Certain Locally-Booked Events. Assignee acknowledges and agrees that the Post-Term Rental Agreements described on Exhibit C attached hereto and made a part hereof are booked for no rental fee (with one exception, for which there is a nominal fee), and Assignee agrees that it will not attempt to charge a rental fee for such events (except with respect to the nominal fee for one of such events).

4. Further Assurances. Each of the parties agrees to execute and deliver such other documents and take such other actions as may be reasonably necessary or desirable to confirm or effectuate the assignment and assumption contemplated hereby.

5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Counterparts. This Assignment may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Bookings as of the day and year first above written.

ASSIGNOR:

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Its Mayor

ATTEST:

City Clerk

[SEAL]

ASSIGNEE:

WHARF RETAIL PROPERTIES, LLC

By: _____
Arthur Emmette Favre, III
Its Sole Member and Manager

EXHIBIT A

Post-Term Rental Agreements

2027			
Jan 6	Wisc Club	350 ppl	1 day
Jan 9	Krewe de Sol ball	200 ppl	2 days
Jan 15-17	GULF youth convention	900 ppl	3 days
Jan 20	Wisc Club	350 ppl	1 day
Jan 23	TOI ball	350 ppl	3 days
Jan 30	OOD ball	350 ppl	1 day
Feb 3	Wisc Club	350 ppl	1 day
Feb 5-6	MOPS ball	800 ppl	4 days
Feb 13	Greek Night	400 ppl	1 day
Feb 15-17	Garden Club Game Day	300 ppl	3 days
Feb 19-21	Jubilee conference	400 ppl	3 days
Feb 23	BR Fish Fry	1000 ppl	2 days
Feb 26	CABC Black & White Night	350 ppl	2 days
Mar 4-6	AL Youth Ministries	1200 ppl	3 days
Mar 13-14	Spirit Brands	1200 ppl	3 days
Mar 15-21	Wharf Boat & Yacht Show	20,000 ppl	4 days
Mar 25-28	OB Invasion	20,000 ppl	4 days
Mar 27-28	Island Church Easter	3000 ppl	2 days
April 2	Art for Heart	600 ppl	3 days
April 3	EHS Prom	200 ppl	1 day
Apr 4-7	AL Coromors Conference	140 ppl	3 days
April 10	Hamelin Hill wedding	200 ppl	4 days
Apr 14-16	ASRC conference	160 ppl	4 days
Apr 22-24	Bama Coast Cruisin	400 ppl	4 days
Apr 26-30	AOWA Conference	200 ppl	5 days
May 1	TOI Derby Day	180 ppl	1 day
May 2-7	COAA conference	200 ppl	5 days
May 8	Hurricane TaeKwonDo	275 ppl	2 days
May 20	OBHS graduation	1200 ppl	2 days
May	MAIS conference	225 ppl	3 days
June	TAASRO	1000 ppl	6 days
June	Student Life	1500 ppl	14 days
June	YM360	1200 ppl	5 days
July 14-15	BMGC banquets	500 ppl	2 days
July 18-21	ALGMIS	150 ppl	3 days
Aug 1-5	AACOP	400 ppl	5 days
Aug 8-14	NAARVA	400 ppl	7 days
Aug 20-21	Sleep Professionals Conf	200 ppl	2 days
Aug 28	MOPS drawdown	700 ppl	1 day
Sep 10-11	NPC Body Building	300 ppl	2 days
Sep 18-19	Freedom Fest Gun Show	1200 ppl	2 days

Sep 24	Sirens Drawdown	400 ppl	2 days
Sep 26	Unite Island Church	1200 ppl	2 days
Oct 6-9	AL IDA conference	300 ppl	3 days
Oct 10-13	AVAA conference	120 ppl	4 days
Oct 14-23	COGWA	1200 ppl	9 days
Oct 25-27	AAAI conference	200 ppl	3 days
Oct 29	TOI Halloween party	200 ppl	1 day
Nov 1-5	ALEMS conference	500 ppl	5 days
Nov 8-9	COB benefits fair	400 ppl	1 day
Nov 10-13	AARS conference	300 ppl	3 days
Nov 14-19	AGLCA conference	300 ppl	5 days
Nov 20-21	Chamber Holiday Market	1000 ppl	2 days
Nov 28	NAIA Mens soccer banquet	700 ppl	1 day
Dec 3	Taste of the Island	500 ppl	1 day

2028			
Jan 30-Feb 1	ARPA conference	200 ppl	3 days
Feb 5	TOI ball	350 ppl	3 days
mid Feb	Garden Club Game Day	350 ppl	1 day
Feb 22	BR Fish Fry	1000 ppl	1 day
3/7, 4/4, 11/7	ELECTIONS	4000 ppl	
March 13-19	Wharf Boat & Yacht Show	20,000 ppl	4 days
Apr 27-29	Bana Coast Cruise		
5/6	TOI Derby Day	180 ppl	1 day
3rd wk May	OBHS Graduation	1500 ppl	1 day
July 17-21	Wharf Margaritaville meetings		5 days
Sep 21-24	Freedom Fest Gun Show	1200 ppl	2 days
Oct 4-12	COGWA	1200 ppl	10 days
Oct 27	TOI Halloween party	200 ppl	1 day
Oct 29-Nov 3	ALEMS conference	500 ppl	5 days
Nov 8-11	AARS conference	300 ppl	1 day
mid Nov	COB benefits fair	450 ppl	1 day
Dec 1	Taste of the Island	500 ppl	1 day

EXHIBIT B

Post-Term Deposits

Renter	payment	deposit	date of event
AL Sleep Professionals	cashiers check	\$500.00	8/19/2027
Brett Robinson	ck# 7120	\$250.00	2/23/2027
Krewe de Sol	ck# 1126	\$500.00	1/29/27
St Athenosis Church (Greek Night)	ck# 1069	\$200.00	2/13/2027
Hill (wedding)	credit card	\$500.00	4/10/2027
GULF	ck# 2556	\$250.00	1/15/2027
AL IDA	ck# 1162	\$500.00	10/6/2027
AL ASSN Arson Investigators	ck# 111	\$250.00	10/28/2027
		\$2,950.00	

EXHIBIT C

Locally-Booked Rental Agreements

- Garden Club Game Day Feb 15-17, 2027 and mid-February 2028
- OBHS Graduation May 20, 2027, 3rd week of May
- OBHS Homecoming Saturday in the fall 2027, 2028
- Freedom Fest Gun Show¹ Sept 16-19, 2027, Sept 21-24, 2028
- COB Benefits Fair Beginning of November, 2027
- NAIA Banquet November 28, 2027
- Elections March 7, April 4 and November 7, 2028

¹ Provides for a nominal rental fee.



**REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 1, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the expenditure of public funds for the promotion of city amenities and events. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-15-26 26-xxx Authorize Expenditures Promotional Donations

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF PUBLIC FUNDS
FOR THE PROMOTION OF CITY AMENITIES AND EVENTS**

FINDINGS:

1. The City of Orange Beach, Alabama, (hereinafter the “City”), is a uniquely situated beach community with a compelling interest in promoting tourism and attracting visitors for the enhancement of the local economy.
2. Under the Alabama Constitution, Article IV, Section 94.01, entitled “ Promotion of Economic and Industrial Development by County Commission”, municipalities are authorized to to expend public funds or things of value for the purpose of promoting the economic and industrial development of the municipality, provided the governing body determines by resolution that such expenditures serves a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.
3. The City desires to expend public funds for the promotion of City events, and its programs in order to increase awareness of City-owned and operated amenities, introducing such amenities to potential patrons, and encouraging community and visitor participation at said amenities and City-hosted events.
4. Providing targeted promotional items -including both goods and services- to qualifying events, groups, or organizations, are a recognized and effective means of achieving these goals while also achieving the public purposes of promoting the City and its public amenities.
5. The City Council finds it appropriate to establish authorization, reasonable limits, documentation requirements, and approval processes to govern promotional expenditures made for the purpose of promoting the City and its public amenities.

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 finds that the expenditure of public funds for the promotion of the City, its events, its facilities, its programs, and its public amenities serves a legitimate public purpose;
2. That Department Heads are hereby authorized to provide goods and services with a total value not exceeding Five Thousand Dollars (\$5,000) per department per fiscal year to those qualifying events, groups, or organizations for the purpose of promoting and marketing the City, its events, its programs, and its public amenities;
3. That to qualify for promotional goods or services under this Resolution, an event, group, or organization must provide the City with recognition or exposure that promotes the City, its facilities, programs, or public amenities to potential patrons, visitors, or the broader community. Examples of qualifying activities include, but are not limited to:
 - a. Community or regional events at which the City, its facilities, or its programs are recognized or promoted;
 - b. Organizations that provide exposure to new audiences who may become future patrons of City-operated facilities or programs;
 - c. Events of functions that help increase community awareness of City-owned public recreational amenities; and

- d. Opportunities that highlight City-owned and operated facilities as public recreational amenities operated for the benefit of residents and visitors.
4. That each Department Head shall maintain records documenting any and all goods or services provided pursuant to this Resolution, including at a minimum: (i) the name and description of the recipient event, group, or organization; (ii) a description of the goods or services provided; (iii) the fair market value of the goods or services provided; (iv) the date of the provision; and (v) a description of the promotional benefit or City exposure received in exchange;
5. That prior to providing any single item of goods or services with a value exceeding Fifty Dollars (\$50.00), the applicable Department Head shall obtain written approval from the City Attorney and City Administrator; and
6. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 15th DAY OF SEPTEMBER, 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 September 15, 2026.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 1, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Renee Smith to provide various legal services for the Legal Department. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-15-26 26-xxx Authorize Professional Services Agreement Legal Renee Smith
2. 2026.08.28 Professional Services Agreement Renee Smith Legal

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH RENEE SMITH
TO PROVIDE VARIOUS LEGAL SERVICES FOR THE LEGAL DEPARTMENT**

FINDINGS:

1. Renee Smith is a certified paralegal with over 40 years of experience in the legal field, 20 of those being the governmental legal field.
2. The City wishes to engage Renee Smith as an Independent Contractor to provide various legal services for the benefit of the City of Orange Beach Legal Department.
3. The City and Renee Smith have reached an agreement (attached Exhibit A) whereby the City of Orange Beach agrees to pay Renee Smith to provide various legal services on a remote, hourly basis at request of the City's Legal Department.
4. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the 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 Renee Smith 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 15th DAY OF SEPTEMBER, 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 September 15, 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 Renee Smith, an individual (hereinafter the "Contractor"), as follows:

1. Recitals.

WHEREAS, the City desires to engage Contractor to provide professional services limited to legal services support to the City Attorney's office;

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

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

2. Consulting Services to be Performed.

a) Contractor will perform such services with regard to the City Attorney's needs, based on many years of education, experience and institutional knowledge.

3. Compensation.

a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid \$50.00 / hour, plus pre-approved expenses incurred as part of Contractor's performance of this contract, in accordance with City policies. The maximum compensation shall be \$40,000.00 annually calculated per January to December calendar period.

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

c) Contractor shall be paid per invoice submitted on a monthly basis to the City Attorney with project detail provided.

4. Equipment.

The City may provide Contractor with a computer, I-pad, and certain portable electronic devices necessary for the completion of tasks associated with this Agreement. Contractor's possession of said devices shall begin and terminate with the term of this Agreement, and devices shall only be used for work purposes with access to and confidentiality of same protected in a way to protect attorney client privilege of information contained thereon.

5. Term.

The term of this Agreement shall commence on August 1, 2026 and end on December 31, 2027. The Agreement may be renewed for additional renewal terms at twelve (12) months per term, from January 1 and ending December 31 of any subsequent renewal term.

6. 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.

7. Assignment.

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

8. Compliance with Law.

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

9. Termination.

This Agreement may be terminated by either party for any reason upon thirty (30) days' notice of the intent to terminate. Upon termination, Contractor shall be paid *pro rata* for all services actually rendered up to the effective date of termination.

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

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

13. Law Governing.

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

14. Notices.

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

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

And to Contractor:
Renee Smith
Post Office Box 176
Coffeeville, AL 36524

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

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

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

Renee Smith, 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 _____, 2027.

(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 Renee Smith, 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 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
SEPTEMBER 1, 2026**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for a Permanent Traffic Signal at Canal Road / Wharf Parkway East / Money Bayou Drive. (TR/CP)

Background/Description: Bid opening scheduled for August 27, 2026.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 1, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Vehicle for the Police Department through State Bid from Donohoo Chevrolet, LLC, in the amount of \$60,011.50. (TJ)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-15-26 26-xxx Authorize Purchase Vehicle Police State Bid
2. 2026.08.18 Agenda Memo - Police Tahoe
3. 2026.08.24 Quote - Police - Donohoo Chevrolet Tahoe

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
VEHICLE FOR THE POLICE DEPARTMENT
THROUGH STATE BID FROM DONOHOO CHEVROLET, LLC
IN THE AMOUNT OF \$60,011.50**

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 One (1) Vehicle for the Police Department from Donohoo Chevrolet, LLC, through Alabama State Bid in the amount of \$60,011.50;
2. That the Mayor is hereby authorized to approve payment to Donohoo Chevrolet, LLC, in the amount of \$60,011.50 for One (1) 2025 Chevrolet Tahoe 2WD;
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 15th DAY OF SEPTEMBER, 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 September 15, 2026.

City Clerk



CITY OF ORANGE BEACH

To: Mayor and Council
From: Trent Johnson, Chief of Police
Date: 26 Aug 2026
Subject: **Request to approve the purchase of a fully equipped 2025 Tahoe to replace the 2024 Ford F150 that was involved in a collision on 21 Aug 2026 with insurance reimbursement.**

ITEM DESCRIPTION:

2025 Chevrolet Tahoe, fully equipped estimated at \$60,011.50

BACKGROUND INFORMATION:

On 21 Aug 2026, while traveling home from night shift, Sgt. Oliver was northbound on the Foley Beach Express when a truck ran the stop sign at Roscoe Rd causing a T-Bone collision. Sgt. Oliver suffered only minor injuries, but the vehicle is beyond repair.

ACTION OPTIONS / RECOMMENDATION:

Usage of insurance to procure the replacement vehicle

SOURCE OF FUNDING:

Insurance reimbursement

BUDGETED:

No

ATTACHMENTS:

2025 Tahoe Specs (base price)
Upfit Breakdown (equipment costs)
2025 Tahoe Quote (fully equipped)

DEPARTMENT:

Police

STAFF CONTACT:

Trent Johnson

PO BOX 458
4099 ORANGE BEACH BLVD.
ORANGE BEACH, ALABAMA 36561
PHONE: 251.981.1295



Company: Orange Beach P.D.

Email: cbradley@orangebeachal.gov

Primary Contact: Carl Bradley

Sales Manager:

Sales Person: Dylan Mathis

DMS Number:

Cash

\$ 60,011.50

* All payments and terms subject to credit approval

N 2025 Chevrolet Tahoe 2WD 4dr Police

Stock: 80820

VIN: 1GNS5UED1SR311620

Odometer: 5

Color: SUMMIT WHITE / JET BLACK

Engine: 8 Cylinder Engine

Transmission:

MPG:

Style: 2WD Sport Utility Vehicles

DETAILS

Retail Price	\$ 54,495.00
Discount	\$ 5,414.00
Sale price	\$ 49,081.00
Net Selling Price	\$ 49,081.00
Upfit	\$ 10,914.00
TOTAL VALUE ADDS	\$ 10,914.00
ADJUSTED SELLING PRICE	\$ 59,995.00
Title Fee	\$ 16.50
TOTAL FEES	\$ 16.50
SALES SUB TOTAL	\$ 60,011.50
TOTAL AMOUNT DUE	\$ 60,011.50

YOU'RE SAVING \$5,414.00

\$5,414.00 off MSRP

×

Customer Signature

×

Sales Signature



Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
CC10706	2025 Chevrolet Tahoe 2WD 4dr Police	\$53,500.00

COLORS	
CODE	DESCRIPTION
GAZ	Summit White

OPTIONS		
CODE	DESCRIPTION	MSRP
1FL	Commercial Preferred Equipment Group includes standard equipment	\$0.00
5T5	Seats, front cloth and second row vinyl	\$0.00
5Y1	Front center seat (20% seat) delete power driver and passenger bucket seats in base cloth trim. Derived from RPO (AZ3) 40/20/40 split-bench seat with the 20% section removed, which also removes the auxiliary power outlet, USB port and input jack for audio system. Does not include a floor console. All exposed floor area will remain untrimmed. (On 2WD model, not available with (B30) color-keyed carpeting floor covering. (UBD) 2 type-A and C, charge and data USB ports and (KI4) 2, 120-volt power outlets are bundled and shipped loose when ordered for upfitter installation.)	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C6C	GVWR, 7400 lbs. (3357 kg) (2WD models only.) (STD)	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GAZ	Summit White	\$0.00
GU5	Rear axle, 3.23 ratio	\$0.00
H1T	Jet Black, Cloth seat trim	\$0.00
L84	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)	\$0.00
MHU	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul	\$0.00



Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( Complete)

OPTIONS		
CODE	DESCRIPTION	MSRP
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel (STD)	\$0.00
URW	Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)	\$0.00
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit (STD)	\$0.00
Z56	Suspension Package, heavy-duty, police-rated. Full independent suspension with monotube dampers, linear coil springs, 35mm solid front stabilizer bar and 32mm hollow rear stabilizer bar	\$0.00
Options Total		\$0.00

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Data Version: 29382. Data Updated: Aug 24, 2026 1:54:00 AM UTC.



Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( Complete)

Price Summary

PRICE SUMMARY	
	MSRP
Base Price	\$53,500.00
Total Options	\$0.00
Vehicle Subtotal	\$53,500.00
Destination Charge	\$2,595.00
Grand Total	\$56,095.00

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police (Complete)

Standard Equipment

Package	Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) 275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails and (ATD) third row seat delete
	Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense
Mechanical	
	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)
	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul
	Rear axle, 3.23 ratio
	Suspension Package, heavy-duty, police-rated. Full independent suspension with monotube dampers, linear coil springs, 35mm solid front stabilizer bar and 32mm hollow rear stabilizer bar
	GVWR, 7400 lbs. (3357 kg) (2WD models only.) (STD)
	Keyless start, push button
	Automatic Stop/Start
	Engine control, stop/start system disable button, non-latching
	Engine air filtration monitor
	Fuel, gasoline, E15
	Differential, mechanical limited-slip
	Rear wheel drive
	Air filter, heavy-duty
	Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator
	Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
	Battery, 850 cold-cranking amps with 95 amp hour rating
	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating (packaged behind left rear cargo area panel)
	Alternator, 250 amps
	Trailer equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver
	Trailer sway control

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( Complete)

Mechanical

- Hitch Guidance
- Recovery hooks, 2 front, frame-mounted, Black Required on all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands. All Tahoe (9C1) and (5W4) vehicles include front fascia with recovery hook openings.)
- Skid plate, front
- Suspension, front coil-over-shock with stabilizer bar
- Suspension, rear multi-link with coil springs
- Steering, power
- Brake system, heavy duty with front Brembo calipers and 16" front rotors
- Capless Fuel Fill
- Exhaust, single system, single-outlet
- Mechanical Jack with tools
- Ground wires, blunt cut cargo area and blunt cut console area
- Wiring provision, for outside mirrors and cargo side mirrors
- Flasher system, headlamp and taillamp, DRL compatible with control wire
- Calibration, taillamp flasher, Red/White
- Calibration, taillamp flasher, Red/Red

Exterior

- Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel (STD)
- Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit (STD)
- Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap
- Wheel, full-size spare, 17" (43.2 cm) steel
- Tire, spare P265/70R17 all-season, blackwall
- Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit
- Tire carrier, lockable outside spare, winch-type mounted under frame at rear
- Active aero shutters, upper
- Fascia, front
- Fascia, front high-approach angle
- Luggage rack side rails, delete
- Assist steps, Black with chrome accent strip
- Headlamps, LED
- Tail lamps, LED

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( Complete)

Exterior

Mirrors, outside heated power-adjustable, manual-folding, body-color

Mirror caps, body-color

Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Glass, acoustic, laminated

Glass, windshield shade band

Windshield, solar absorbing

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Exterior ornamentation delete (front & rear Chevrolet bowties will remain)

Door handles, body-color

Liftgate, rear manual

Entertainment

Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)

Audio system feature, 6-speaker system

Bluetooth for phone personal cell phone connectivity to vehicle audio system

5G Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)

Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)

SiriusXM, delete

Wireless Apple CarPlay/Wireless Android Auto

Interior

Seats, front 40/20/40 split-bench

Seat adjuster, driver 8-way power

Seat adjuster, front passenger 6-way power

Seat adjuster, front passenger 8-way power

Seat adjuster, driver 2-way power lumbar

Seat adjuster, front passenger 2-way power lumbar

Seats, second row 60/40 split-folding bench, manual

Seat delete, third row (Deletes rear storage compartment.)

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( Complete)

Interior	
	Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)
	Electronic Precision Shift
	Steering column lock, electrical
	Steering column, manual tilt and telescopic
	Steering wheel, vinyl
	Steering wheel controls, mounted audio, Driver Information Center, Adaptive Cruise Control, Forward Collision Alert following gap button and heated steering wheel (when equipped)
	Speedometer calibration
	Driver Information Center, 11" diagonal multi-color digital display
	Instrumentation, analog with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer
	Door locks, power programmable with lockout protection and delayed locking
	Keyless Open includes extended range Remote Keyless Entry
	Key, unique (Deleted when (AU7) fleet common key is ordered.
	Remote start
	Window, power with driver Express-Up/Down
	Window, power with front passenger Express-Up/Down
	Windows, power with rear Express-Down
	Cruise control, electronic with set and resume speed
	Universal Vehicle Module
	Theft-deterrent system, electrical, unauthorized entry
	Theft-deterrent system, vehicle, PASS-Key III
	Display, automatic occupant sensing
	Wireless Phone Charging, for portable devices
	USB ports, 2 type-A and C, charge and data, located on front console
	USB ports, 2 type-C, charge-only, located in third row
	Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants
	Air conditioning, rear
	Defogger, rear-window electric
	Power outlets, 2, 120-volt, located on the rear of the center console and rear cargo area
	Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( Complete)

Interior

Power supply, 100-amp, auxiliary battery, passenger compartment wiring harness
Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring
Sill plates, bright, front and rear door
Mirror, inside rearview manual day/night
Visors, driver and front passenger illuminated vanity mirrors, sliding
Assist handles, overhead, driver and front passenger, located in headliner
Assist handles, front passenger A-pillar and second row outboard B-pillar
Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions
Cargo management system
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Calibration, Surveillance Mode interior lighting
Lock control, driver side auto door lock disable

Safety-Mechanical

StabiliTrak, stability control system with brake assist, includes traction control
--

Safety-Interior

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions
Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
Seat belts, 3-point, all seating positions
Hill Start Assist
Active Hill Hold Assist
OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
HD Surround Vision
Rear Camera Washer
Rear Pedestrian Alert
Rear Parking Assist
Safety Alert Seat

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police (Complete)

Safety-Interior

- Rear Seat Reminder
 - Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (Defaulted off. Feature can be turned on in the infotainment menu.)
- Door locks, rear child security, manual
- LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions, top tethers located in third row seating positions
- Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
- Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)
- Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on
- OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

Processing-Other

- Protected idle allows vehicle engine to remain idling and vehicle immobilized while FOB is outside vehicle

WARRANTY

- Warranty Note: <<< Preliminary 2025 Warranty >>>
- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
- Corrosion Years (Rust-Through): 6
- Corrosion Years: 3
- Corrosion Miles/km (Rust-Through): 100,000
- Corrosion Miles/km: 36,000
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000
- Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
- Maintenance Note: First Visit: 12 Months/12,000 Miles

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Table of Contents

- Selected Model and Options
- Price Summary
- Standard Equipment
- Dealership Information
- Window Sticker
- Vehicle Image

Prepared By:

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police (Complete)

Window Sticker

SUMMARY

[Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr PoliceMSRP:\$53,500.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

OPTIONS

CODE	MODEL	MSRP
CC10706	[Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police	\$53,500.00
OPTIONS		
1FL	Commercial Preferred Equipment Group	\$0.00
5T5	Seats, front cloth and second row vinyl	\$0.00
5Y1	Front center seat (20% seat) delete	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C6C	GVWR, 7400 lbs. (3357 kg)	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GAZ	Summit White	\$0.00
GU5	Rear axle, 3.23 ratio	\$0.00
H1T	Jet Black, Cloth seat trim	\$0.00
L84	Engine, 5.3L EcoTec3 V8	\$0.00
MHU	Transmission, 10-speed automatic	\$0.00
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel	\$0.00
URW	Audio system, 17.7" diagonal advanced color LCD display	\$0.00
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit	\$0.00
Z56	Suspension Package, heavy-duty, police-rated.	\$0.00
SUBTOTAL		\$53,500.00
Adjustments Total		\$0.00
Destination Charge		\$2,595.00

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( Complete)

TOTAL PRICE \$56,095.00

FUEL ECONOMY

Est City:N/A
Est Highway:N/A
Est Highway Cruising Range:N/A

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( Complete)



Note:Photo may not represent exact vehicle or selected equipment.

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 1000 Greenhill Blvd NW
 Fort Payne, AL 35967
 Phone:
 Fax:

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Page 1

205000513

Bill To:

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 811 GREENHILL BLVD NW
 FORT PAYNE, AL 35967

Ship To:

DONOHOO UPFIT QUOTE
 811 GREENHILL BLVD NW
 FORT PAYNE, AL 35967

#80837

Date: 12/09/2025		Customer Rep: House		Terms: Due Upon Receipt	
Qty	Item	Description	Unit Price	Extended	
1	Customer Vehicle		0.00	0.00	
		Visor Bar Option Stock Build #80837			
1	ENFWB00EP8	NFORCE Interior Lightbar, 8 Module, Split 2 Piece, 12 LEDs – Dual Color B/W for 2020-2024 TAHOE	961.25	961.25	
1	36-4045	WESTIN TAHOE PUSH BUMPER ELITE WESTIN	525.00	525.00	
1	36-52135W	23+ SILVERADO 25+TAHOE WING WRAPS WESTIN	315.00	315.00	
1	36-4045PB	WESTIN TAHOE PIT BAR ELITE WESTIN	343.75	343.75	
1	36-4045WC	WESTIN PUSH BUMPER ELITE WIRE COVERS WESTIN	39.90	39.90	
1	36-6015SMP4	WESTIN 4 LIGHT CHANNEL 33.1 INCH FOR MPOWER LIGHTS WESTIN	46.25	46.25	
2	ETSS100J5	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	250.00	500.00	
4	EMPS4STS4E	"mpower® HD 4"" Blue/White" blue / white stud mount MOUNT IN LIGHT CHANNEL	136.00	544.00	
2	EMPSA05BT-E	"mpower® Fascia 4x2 Light w/ Quick Mount, 18"" 5-wire w/ sync option & 1.5 Pigtail, SAE Class 1 & CA Title 13, 9-32 Vdc, Black H MOUNT 1 EACH SIDE OF BUMPER	173.76	347.52	
2	PMP8WDGB02	15 Degree Wedge Assembly, Black for mpower® Fascia 4x2 Quick Mount Light	7.20	14.40	
8	EMPS2STS4E	"mpower® 4"" Fascia Light w/ Stud Mount, 18"" hard wiRE, DUAL COLOR BLUE/WHITE MOUNT 2 EACH RUNNING BOARD	120.96	967.68	
8	RBBKT	90 DEGREE RUNNING BOARD BRACKET	10.72	85.76	



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#80837

Date: 12/09/2025		Customer Rep: House	Terms: Due Upon Receipt	
Qty	Item	Description	Unit Price	Extended
2	PMP2WSDDDB	"Dual Window Shroud Kit for 4"" Light w/ Stud Mount - Black"	18.72	37.44
4	EMPS4STS4E	"mpower® HD 4"" Blue/White" blue / white stud mount MOUNT 2 EACH QUARTER GLASS	136.00	544.00
1	EMPAK00DJW	4" MPOWER ARROW KIT 8 MODULES B/A/W ALSO USE PART #EMPAK00G50	1,601.00	1,601.00
2	EMPS2STS4E	"mpower® 4"" Fascia Light w/ Stud Mount, 18"" hard wiRE, DUAL COLOR BLUE/WHITE	120.96	241.92
1	PMP2BRK2LPV	"License Plate Bracket, Vertical Mount for mpower 4"" Fascia Light w/ Stud Mount - mounts 2 lights, one on each side of the lice	31.00	31.00
2	EMPS2QMS4E	"mpower® 4"" Fascia Light w/ Quick Mount, 18"" hard wire w/ sync option, DUAL COLOR BLUE/WHITE MOUNT IN HATCH	136.00	272.00
1	c-vsw-1005-tah-pm-3	25 TAHOE HAV 15" WIDE ANGLE CONSOLE W/PRINTER MNT CONSOLE ONLY	842.40	842.40
2	C-ARM-102	EXTERNAL SIDE MOUNTED ARM REST HAVIS	77.25	154.50
1	CUP2-1001	HAVIS SELF ADJUSTING DOUBLE CUP HOLDER HAVIS	46.80	46.80
1	C-HDM-214	8.5 HEAVY DUTY TELESCOPING POLE SIDE MOUNT HAVIS	128.40	128.40
1	C-MD-112	HAVIS 11 SLIDE OUT LOCKING SWING ARM WITH MOTION ADAPTER HAVIS	255.60	255.60
1	UT-1001	HAVIS UNIVERSAL RUGGED CRADLE FOR 11-14 COMPUTING DEVICES HAVIS	263.00	263.00



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#80837

Date: 12/09/2025		Customer Rep: House		Terms: Due Upon Receipt	
Qty	Item	Description	Unit Price	Extended	
1	BPCON	BLUEPRINT ELECTRONICS PLATE TAHOE tahoe bundle	513.26	513.26	
1	ENGSA07152	BLUEPRINT 400 SERIES 200W AMPLIFIER/SWITCH	418.08	418.08	
1	ENGCC01243	bluePRINT® Central Controller, Communication Hub for use within the EV Control System - 1 Active High Ignition Input, 24 Outputs	395.52	395.52	
1	ENGCP18001	REMOTE CONTROL PANEL WITH PUSH BUTTON SIREN CONTROL	177.12	177.12	
2	ENGND04102	bluePRINT® Remote Node with Magnetic ID	183.84	367.68	
1	ENGHNK05	18 inch Harness Kit for Remote Node	51.00	51.00	
1	ENGHNK06	10 ft Harness Kit for Remote Node	90.24	90.24	
1	ENGLMK001	bluePRINT Link® Micro Kit, includes Module and Vehicle Harness for Chevrolet Tahoe 2022-2024	403.50	403.50	
2	MMSU-1	MAGNETIC MIC CLIP MAGNETICMIC	33.60	67.20	
1	MMSUBKT	MAGNETIC MIC BRACKET (SET OF 2)	30.00	30.00	
1	RADIO PREWIRE COAX ONLY	10 GA RED AND BLACK AND 16 GA RED RAN TO CONSOLE FOR RADIO AND COAX coax reorder # nmokhud25 or 429700	105.60	105.60	
1	MISC INSTALL	INSTALL CUSTOMER SUPPLIED PARTS	105.00	105.00	
1	SHOP SUPPLIES	SHOP SUPPLIES	250.00	250.00	
1	Shipping		250.00	250.00	
1	6C7-P	Lighting, red and white front auxiliary dome Red and white LED auxiliary dome lamp is located on headliner between front row sea	170.00	170.00	
1	6J3-P	Wiring, grille lamps and siren speakers (Requires (9C1) Police Vehicle.)	92.00	92.00	
1	6J4-P	Wiring, horn and siren circuit (Requires (9C1) Police Vehicle.)	55.00	55.00	



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 Phone:
 Fax:

QUOTATION
205000513

Page 4

Bill To:
 DONOHOO UPFIT QUOTE
 811 GREENHILL BLVD NW
 FORT PAYNE, AL 35967

Ship To:
 DONOHOO UPFIT QUOTE
 811 GREENHILL BLVD NW
 FORT PAYNE, AL 35967

#80837

Date: 12/09/2025		Customer Rep: House		Terms: Due Upon Receipt	
Qty	Item	Description	Unit Price	Extended	
1	6N5	Switches, rear window inoperative (rear windows can only operate from driver's position.) (Requires (9C1) Police Vehicle.)	57.00	57.00	
1	6N6	Door locks and handles, inside rear doors inoperative (door can only be opened from outside) (Requires (9C1) Police Vehicle.)	62.00	62.00	
32	Labor		100.00	3,200.00	

Subtotal : \$15,968.77
 Tax : \$0.00
 Total Quote : \$15,968.77



**REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 1, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Video Surveillance System for the Police Department Jail through State Bid from Vision Security Technologies Inc. in the amount of \$26,123.07. (TJ)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-15-26 26-xxx Authorize Purchase Video Surveillance System Police Jail State Bid
2. 2026.08.24 Quote - Police - Vision Security Technologies Jail

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
VIDEO SURVEILLANCE SYSTEM FOR THE POLICE DEPARTMENT JAIL
THROUGH STATE BID FROM VISION SECURITY TECHNOLOGIES INC.
IN THE AMOUNT OF \$26,123.07**

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 Municipal Jail for the Police Department from Vision Security Technologies Inc. through Alabama State Bid in an amount not to exceed \$26,123.07;
2. That the Mayor is hereby authorized to approve payment to Vision Security Technologies Inc. in the amount of \$26,123.07 for a Video Surveillance System, per Proposal No. 17011-1-0 dated August 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 15th DAY OF SEPTEMBER, 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 September 15, 2026.

City Clerk



VISION

SECURITY TECHNOLOGIES

Jail Cell Video Upgrade V2

Prepared for:
City of Orange Beach
4480 Orange Beach Blvd
Orange Beach, AL 36561

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

Proposal Issued:
8/20/2026

Proposal Valid To:
9/19/2026



Proposal Number: 17011-1-0
City of Orange Beach
Date: August 20, 2026

PROJECT DESCRIPTION

Name: City of Orange Beach

Site: Police Department

4480 Orange Beach Blvd
Orange Beach, AL 36561

Billing: City of Orange Beach

26251 Canal Road
Orange Beach, AL 36561

Contact

Richard Springsteen

P:

C: (251) 979-6862

E:

rspringsteen@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 video surveillance hardware and connect it to the existing Avigilon VMS at the jail for the Orange Beach Police Department located in Orange Beach Alabama to consist of the following:

Video Surveillance

VST to provide and install and eight (8) 3MP corner mounted dome cameras in jail cells A-1, A-2, B-1, B-2, D-1, D-2, D-3, & D-4.

VST to provide and install one (1) 2MP dome camera in the control room.

VST to provide and install nine (9) Unity 8 Enterprise class cameras licenses.

VST to provide and install eight (8) FIPS Cryptographic camera licenses.

VST to connect cameras to customer provided PoE switch located in the control room server rack and to assume switch is in good working condition.

Other

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Proposal Number: 17011-1-0
City of Orange Beach
Date: August 20, 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
- Customer or others to provide static IP addresses for proposed equipment.
- Customer or others will provide POE network switches for proposed equipment.
- 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 server PCs meeting minimum system requirements for application.
- VST will utilize customer's existing racks for headend equipment.

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Proposal Number: 17011-1-0
City of Orange Beach
Date: August 20, 2026

BILL OF MATERIALS

Name: City of Orange Beach

Site: Police Department

4480 Orange Beach Blvd

Orange Beach, AL 36561

Billing: City of Orange Beach

26251 Canal Road

Orange Beach, AL 36561

Contact

Richard Springsteen

P:

C: (251) 979-6862

E: rspringsteen@orangebeachal.gov

CCTV			\$26,123.07
QTY	Description	Unit Price	Ext.Price
9	Unity Enterprise camera channel	\$291.19	\$2,620.71
8	FIPS Camera license	\$10.54	\$84.32
1	2.0 MP; WDR; LightCatcher; Day/Night; Outdoor Dome; 3.4-10.5mm f/1.6; Integrated IR	\$693.81	\$693.81
8	Avigilon H5A Corner Camera; 2.3mm Fixed Lens; 3 MP; White Steel	\$1,359.09	\$10,872.72
8	Conduit entry gang box vandal resistant white for corner camera accepts 1/2 and 3/4 inch conduit	\$129.55	\$1,036.40
1	24 Port 1U Blank Patch Panel W/Ground 043-382/24/1	\$34.97	\$34.97
9	Single RJ45 Cat5 Surface Mount Box	\$5.93	\$53.37
18	Monoprice Cat6 White Keystone Jack	\$4.34	\$78.12
9	VS 10FT YLW SNAGLESS C6 CM Booted	\$7.11	\$63.99
9	1ft Cat6 Snagless Unshielded (UTP) yellow	\$6.61	\$59.49
1000	Plenum UNS Cat 6 CAT6P-YLW 5566030	\$0.56	\$560.00

Supplies & Materials:

QTY	Description	Ext.Price
1	Hardware	\$155.17

Total Equipment	\$16,157.90
Total Labor	\$9,810.00
Total Supplies & Materials	\$155.17
Total Purchase Price	\$26,123.07

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6215 Rangeline Rd. Suite 111 | Mobile, AL 36582 | T: 251-217-2986 | F: 205-271-2868

www.visionsecuritytechnologies.com

License #591



Proposal Number: 17011-1-0
City of Orange Beach
Date: August 20, 2026

Vision Security Technologies

Name: _____
Title: _____
Date: _____

City of Orange Beach

Name: _____
Title: _____
Date: _____

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Proposal Number: 17011-1-0
City of Orange Beach
Date: August 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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Proposal Number: 17011-1-0
City of Orange Beach
Date: August 20, 2026

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: 17011-1-0
City of Orange Beach
Date: August 20, 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: 17011-1-0
City of Orange Beach
Date: August 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
SEPTEMBER 1, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Gerald Mills for the 2027 Spring Theater Production. (SB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-15-26 26-xxx Authorize Professional Services Agreement Performing Arts Gerald Mills Finding Nemo 2027
2. 2026.08.28 Professional Services Agreement Performing Arts Gerald Mills Finding Nemo 2027

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
GERALD MILLS
FOR THE 2027 SPRING THEATER PRODUCTION**

FINDINGS:

1. The City of Orange Beach has reached an agreement (attached Exhibit A) with Gerald Mills, an individual, whereby Gerald Mills will provide stage management and office duties for the City's 2027 Spring Theater Production of *Finding Nemo: The Family Musical*, 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 15th DAY OF SEPTEMBER, 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 September 15, 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 and office duties for the City's Expect Excellence Performing Arts program's September through December 2026 for our winter concert 2026 and preparation for the spring production 2027 "Finding Nemo the Family Musical," or such other productions as selected by the City;

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

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

2. Services to be Performed

- a) Contractor will provide stage management and office duties for the City's winter concert 2026 and show preparation for the spring 2027 theatre performance of "Finding Nemo the Family Musical," or such other productions as selected by the City.
- b) Contractor will perform such other services with regard to the City's winter concert 2026 and show preparation for the spring 2027 theatre performance, including providing practical, organizational and office support to the producer, directors, actors, designers, stage crew and technicians throughout the production process. Also the director's representative during rehearsals and performances, making sure that they run smoothly. Attends all meetings, tech week and shows, as are mutually agreed to between the Contractor and the City.

3. Compensation

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid \$6,000, plus pre-approved expenses incurred as part of Contractor's performance of this contract, in accordance with City policies.
- b) Contractor agrees to abide by the City's established policies and agrees that any travel and expenses must be approved in writing in advance by the City.
- c) Contractor shall be paid in three (3) monthly payments of \$2,000 each for October, November, and December 2026 upon the City's receipt of a properly documented invoice for stage managing and office duty services performed.

4. Term

The term of this Agreement is commencing September 14th, 2026, and ending December 31st, 2026.

5. Independent Contractor

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

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

6. Insurance.

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

7. Assignment.

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

8. Compliance with Law.

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

9. Termination.

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

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

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

13. Law Governing.

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

14. Permits, etc.

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

15. Background Check and Drug Testing

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

16. Indemnification

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

17. Confidentiality

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

18. Notices.

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

City of Orange Beach:

City Clerk
Post Office Box 458
Orange Beach, AL 36561

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

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

STATE OF ALABAMA
COUNTY OF BALDWIN

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

Given under my hand and seal this the _____ day of _____, 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
State of Alabama
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 1, 2026**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with TIDALHUE creative, LLC, for the 2027 Spring Theater Production. (SB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 09-15-26 26-xxx Authorize Professional Services Agreement Performing Arts Tidalhue Creative Shannon Gray Finding Nemo 2027
2. 2026.08.28 Professional Services Agreement Performing Arts Tidalhue Creative Shannon Gray Finding Nemo 2027

RESOLUTION NO. 26-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
TIDALHUE CREATIVE, LLC
FOR THE 2027 SPRING THEATER PRODUCTION**

FINDINGS:

1. The City of Orange Beach has reached an agreement (attached Exhibit A) with TIDALHUE creative, LLC, a limited liability company, whereby TIDALHUE creative, LLC, will provide puppet design, build, and repair for the City's 2027 Spring Theater Production of *Finding Nemo: The Family Musical*, 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 TIDALHUE creative, LLC, as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 15th DAY OF SEPTEMBER, 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 September 15, 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 TIDALHUE Creative, LLC, a limited liability company (hereinafter the "Contractor"), as follows:

1. Recitals

WHEREAS, the City desires to engage Contractor to provide puppet design, build, and repair of Crush for the City's Expect Excellence Performing Arts program for the spring 2027 production "Finding Nemo the Family Musical," or such other productions 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 puppet design, build and repair of Crush, the sea turtle puppet capable of being ridden, for the City's spring 2027 theatre performance of "Finding Nemo the Family Musical," or such other productions as selected by the City.
- b) Contractor will perform such other services with regard to the City's spring 2027 theatre performance, and will work with the producer, directors, actors, designers, stage crew and technicians throughout the production process and will teach them how to properly operate the puppet. Contractor does not have to be present during tech week and shows. Contractor does have to be "on call" during tech week and shows to repair the puppet if it is damaged or not working correctly to have the puppet ready for the next show. Show dates are as follows: Thursday, February 25th - Sunday, February 28th, 2027, and Friday, March 5th - Sunday, March 7th, 2027.

3. Compensation

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid \$2,000, plus pre-approved expenses incurred as part of Contractor's performance of this contract, in accordance with City policies.
- b) Contractor agrees to abide by the City's established policies and agrees that any travel and expenses must be approved in writing in advance by the City.
- c) Contractor shall be paid in two (2) monthly payments of \$1,700 for November 2026 and December 2026 upon the City's receipt of a properly documented invoice for puppet design and building services performed.

4. Term

The term of this Agreement is commencing October 1st, 2026 and ending March 8th, 2027.

5. Independent Contractor

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

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

6. Insurance.

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

7. Assignment.

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

8. Compliance with Law.

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

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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.

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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.

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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:

TIDALHUE Creative, LLC
Shannon Gray
25809 W Oak Ridge Dr
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

CONTRACTOR
TIDALHUE CREATIVE, LLC

By: _____
Shannon Gray
Owner

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

STATE OF ALABAMA
COUNTY OF BALDWIN

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

Given under my hand and seal this the _____ day of _____, 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 Shannon Gray, Owner of TIDALHUE Creative, LLC, 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
State of Alabama
My Commission Expires: _____