



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Regular Council Meeting 06/20/2023
2. Committee of the Whole 06/20/2023

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

1. Set a public hearing for an appeal by Ike's Beach Service, Inc., of a business license denial. (Requested date 8/15/2023) (JL)

Resolutions

1. Resolution awarding the bid for State Highway 180 Milling, Paving, and Striping for Fire Station No. 3. (KA/RE)
2. Resolution awarding the bid for Recreation Center Roof and Soffit Replacement. (GS/RE)
3. Resolution authorizing execution of a professional services agreement with DuncanCounts, LLC, for lobbying services. (FH)
4. Resolution authorizing execution of a task order with Sawgrass Consulting, LLC, to provide a boundary survey of the Bert Taylor Property located at 26192 Canal Road in an amount not to exceed \$3,900. (KA)

5. Resolution authorizing execution of a task order with Sawgrass Consulting, LLC, to provide land surveying services for vacation of a sanitary sewer easement on the Romar Lakes Development Windward Lakes Property. (KA)
6. Resolution authorizing execution of a lease agreement with the United States Postal Service. (JL)
7. Resolution authorizing execution of a task order with McCollough Architecture, Inc., to provide design services for a veterans memorial in an amount not to exceed \$16,000. (GS)
8. Resolution adopting the rental agreement and fee schedule for the Orange Beach Event Center at the Wharf located at 4671 Wharf Parkway. (FH/JL/AB)
9. Resolution authorizing a software service agreement with Zapp Software, LLC, for the 2024 Festival of Art. (DB)
10. Resolution authorizing execution of a professional services agreement with Grace Stanton for theater performance direction for "Junie B. Jones." (JL)

Public Hearings

Ordinances

V. Public Comments

VI. Adjourn

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
JUNE 20, 2023 – 5:00 P.M.
ORANGE BEACH COMMUNITY CENTER**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 5:04 P.M.
- II. INVOCATION** Councilmember Jerry Johnson
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

Present: Councilmember Jeff Silvers
Councilmember Jerry Johnson
Councilmember Annette Mitchell
Councilmember Joni Blalock
Councilmember Jeff Boyd
Mayor Tony Kennon

Absent: None

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Work Session	05/16/2023
Solid Waste Authority	05/16/2023
Regular Council Meeting	05/16/2023
Committee of the Whole	05/16/2023
Work Session	05/30/2023

The reading was waived and minutes were approved as written.

VII. REPORTS OF OFFICERS/COMMITTEES

- | | |
|--|------------|
| 1. <u>City Administrator – Ford Handley</u> | No report. |
| 2. <u>Director, Public Works – Tim Tucker</u> | No report. |
| 3. <u>Director, Community Development – Kit Alexander</u> | No report. |
| 4. <u>Chief, Police Department – Steve Brown</u> | No report. |
| 5. <u>Chief, Fire Department – Mike Kimmerling</u> | No report. |
| 6. <u>City Clerk – Renee Eberly</u> | No report. |
| 7. <u>Director, Finance – Ford Handley</u> | No report. |
| 8. <u>Parks & Recreation – Ford Handley</u> | No report. |
| 9. <u>Director, Utilities – Jeff Hartley</u> | No report. |
| 10. <u>Director, Coastal Resources – Phillip West</u> | No report. |
| 11. <u>Librarian, Public Library – Meagan Bing</u> | No report. |
| 12. <u>Director, Municipal Court – Pam Davis</u> | No report. |
| 13. <u>Director, Expect Excellence – Jonathan Langston</u> | No report. |

14. Mayor/Council

Councilmember Mitchell introduced Tim Harry, who also introduced Coaches Matt Parker and Drew Hendley, of the Orange Beach Trap and Skeet Shooting Team. Tim recognized state champions Connor Parker, Mac Scarborough, and Rivers Looney.

Councilmember Johnson recognized Addison Jones, second cousin to his wife, Yo Johnson, in attendance.

VIII. AUDITING OF ACCOUNTS

Motion made (Mitchell/Boyd) to certify that cash requirements with no related interests are within budget and appropriate for payment. Vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Passed. (6-0).**

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

IX. PRESENTATIONS

1. Presentation of a proclamation for the Orange Beach High School Softball Team by Alabama State Representative Frances Holk-Jones. Postponed until August.

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

Miscellaneous

1. Approval of a Restaurant Retail Liquor License Application by DMacs OBA LLC for DMacs Bar and Grill at 24821 Canal Road. **Motion made (Silvers/Blalock) to approve the liquor license.** Vote unanimous in favor.

Resolutions

1. Resolution appropriating funds to the Orange Beach Board of Education to support City School System operations in an amount not to exceed \$3,229,400. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor.
2. Resolution appropriating funds to the Miracle League of Coastal Alabama in the amount of \$57,150 to match donations for the purpose of building a regional complex in Summerdale. **Motion made (Johnson/Blalock) to adopt the resolution.** Vote unanimous in favor.
3. Resolution amending the Fiscal Year 2023 Budget to increase the administration budget for city hall renovation by \$150,000. **Motion made (Mitchell/Silvers) to adopt the resolution.** Vote unanimous in favor.
4. Resolution authorizing the execution of a professional services agreement with James Duncan and Associates, Inc., dba Duncan Associates, for impact fee consulting services in an amount not to exceed \$87,250. **Motion made (Silvers/Boyd) to adopt the resolution.** Vote unanimous in favor.
5. Resolution authorizing the purchase of a Medical Cot for the Sportsplex through the SAVVIK Buying Group in the amount of \$15,306.06. **Motion made (Blalock/Mitchell) to adopt the resolution.** Vote unanimous in favor.
6. Resolution authorizing execution of a task order with Sawgrass Consulting, LLC, to provide surveying and civil design services for the conversion of the soccer and football field to

- artificial turf at the Sportsplex in an amount not to exceed \$92,700. Motion made (Blalock/Silvers) to adopt the resolution. Vote unanimous in favor.
7. Resolution authorizing execution of a performance contract with the Coastal Ballet Company. Motion made (Mitchell/Johnson) to adopt the resolution. Vote unanimous in favor.
 8. Resolution awarding the bid for a Batting Cages Building at the Sportsplex to Sun Coast Builders, Inc., in an amount not to exceed \$435,552. Motion made (Silvers/Blalock) to adopt the resolution. Vote unanimous in favor.
 9. Resolution declaring ballistic vests owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to the Town of White Hall, Alabama. Motion made (Boyd/Silvers) to adopt the resolution. Vote unanimous in favor.
 10. Resolution amending the fee schedule for emergency medical treatment and transport services. Motion made (Silvers/Mitchell) to adopt the resolution. Vote unanimous in favor.
 11. Resolution authorizing the purchase of real property from Mary Thornton Taylor and Bert P. Taylor and authorizing the Mayor to negotiate and execute a real estate purchase agreement and such other documents as may be required to close the transactions contemplated therein. Motion made (Johnson/Mitchell) to adopt the resolution. Vote unanimous in favor.
 12. Resolution authorizing the execution of a license agreement with the Orange Beach Water, Sewer and Fire Protection Authority, Inc. Motion made (Blalock/Boyd) to adopt the resolution. Vote unanimous in favor.

Public Hearings

1. Public hearing for reimbursement to Orange Beach Land Company, LLC, for improvements made to the CoastAL Beach Development subdivision. There being no comments or opposition, the public hearing adjourned.
2. Resolution authorizing a reimbursement to Orange Beach Land Company, LLC. Motion made (Johnson/Silvers) for unanimous consent to suspend the rules to allow for immediate consideration of this resolution. Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Passed. (6-0).** Motion made (Mitchell/Blalock) to adopt the resolution. Mayor and Councilmembers clarified that the amount of the reimbursement is just under \$950,000 and is largely for the purpose of much needed drainage improvements to Perdido Beach Boulevard. Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Passed. (6-0).**

Ordinances

1. First Reading – Ordinance amending Chapter 30, Article VI, Section 30-157 of the Code of Ordinances for the City of Orange Beach, Alabama, to correct a scrivener's error in the definition of mean high tide line. Motion made (Blalock/Boyd) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance. Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Passed. (6-0).** Motion made (Mitchell/Johnson) to adopt the ordinance. Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Passed. (6-0).**
2. First Reading – Ordinance establishing a temporary moratorium on the issuance of business licenses for commercial vessels and other marine activities. Motion made (Mitchell/Johnson) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance. Roll call vote revealed: Silvers, aye; Johnson, aye;

Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Passed. (6-0). Motion made (Mitchell/Johnson) to adopt the ordinance.** Discussion followed.

Councilmember Boyd explained the history and growth that have brought about the need for changes to city code addressing water-based businesses. He stated that this moratorium is a temporary pause in licensing activity to allow the council and industry members time to formulate the appropriate changes to the city code.

Mayor Kennon added that local natural resources can sustain only a finite amount of commercial activity. He stated that the goal is to moderate activity and protect natural resources.

Councilmember Silvers asked about transfers of licensing if a business is sold. Mayor and Council agreed that if a currently licensed business is sold, then it should be allowed for that license to be transferred to the new owner. Councilmember Mitchell clarified that any currently licensed business in good standing should be allowed to renew licensing. Mayor Kennon suggested shortening the proposed six month moratorium. City Attorney Jamie Logan discussed wording.

Mayor Kennon opened the floor for public comments.

Justin Lowe, 5325 Bay La Launch, newly licensed captain who is trying to get a business license. Justin mentioned his concern with delays caused by the Coast Guard for captain licensing and boat inspections. He submitted his business license application today. Mayor and Council agreed that license applications submitted prior to implementation of the moratorium will be processed.

Matthew Malone, City Finance employee, explained that currently the city has over 250 active water-based business licenses right now.

Randy Boggs, 27267 Perdido Beach Boulevard, San Roc Cay Marina, expressed his concerns with existing boats increasing in size and requested council also consider limiting passenger capacity.

Councilmember Boyd asked that staff members share with council any pushback they receive regarding specific circumstances so that council is aware of any exceptions that need to be considered.

Justin Lowe contended that the Coast Guard already regulates boat capacity through vessel licensing and captain licensing. Randy Boggs responded that boat capacity can be increased, and that captain licenses by tonnage do not necessarily limit the number of passengers. Mr. Boggs asked that business licenses be tied to vessels and maximum capacity of passengers.

Susan Boggs, 27267 Perdido Beach Boulevard, San Roc Cay Marina, explained the checklist required by San Roc Cay Marina. She also cautioned the Mayor and Council to consider limiting the ability for an existing business owner to sell their boat, transferring that business license, and then buying a new higher capacity boat.

Starlin Lanier, 4620 Starboard Lane, Cetacean Cruises, questioned whether the intent of Mayor and Council is to limit future growth. City Attorney Jamie Logan explained that the moratorium is to put a hold on new activity in order for the community and leadership to have the time to determine what they want the future to be.

Matthew Malone, City Finance Department Employee, clarified that the county boat launch is within the city limits and requires an Orange Beach business license. Mayor stated that only Orange Beach residents should be allowed to have a business license to operate out of the county boat launch.

Tater Harris, 23776 West Cypress Way, shared his concern about limiting the ability of young entrepreneurs by creating too high of a financial entry barrier.

Susan Boggs spoke about the Gulf of Mexico Fishery Management Council, of which she is a council member.

Ike Williams, 1025 West Lagoon in Gulf Shores, stated that his business license application was denied and is in the appeals process. Ike questioned if his application would be considered valid under the moratorium. City Attorney Jamie Logan responded that currently, the moratorium would stop all pending applications, but council can revise the wording to allow pending applications. Mayor and Council agreed to pass the moratorium as it is currently worded, but to revisit the moratorium and revise any wording as needed at the next council meeting.

Yo Johnson, Alabama Small Business Development Center, passed on positive feedback for Timeka Cunningham, City Finance Department Employee.

Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Passed. (6-0).** Councilmember Boyd clarified that council will revisit the moratorium at the next council meeting and make amendments to the ordinance as needed.

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 6:38 P.M.

APPROVED this the 18th day of July, 2023.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
JUNE 20, 2023 – 6:38 P.M.
ORANGE BEACH COMMUNITY CENTER**

The Orange Beach City Council met to review potential items for the July 11, 2023, agenda.

The following members were present:

Mayor Tony Kennon
Councilmember Jeff Silvers
Councilmember Jerry Johnson
Councilmember Annette Mitchell
Councilmember Joni Blalock
Councilmember Jeff Boyd

The following members were absent:

None

The following items were discussed:

1. Set a meeting for the Flood Damage Prevention Ordinance Board of Adjustment. Meeting set for July 11, 2023, at 4:50 P.M.
2. Discuss Event Center fees.
3. Resolution awarding the bid for the City Hall Addition.
4. Resolution declaring two vehicles owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to the City of Creola, Alabama.
5. Resolution authorizing the sole source purchase of social media data collection and analysis services from Voyager Labs for the Police Department in the amount of \$35,000.
6. Resolution authorizing execution of Change Order No. 2 with John G. Walton Construction Company, Inc., to extend the multi-use trail in front of the Justice Center as part of Canal Road Improvements from SR-161 to Wilson Boulevard in an amount not to exceed \$72,025.70.
7. Resolution authorizing execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical testing and engineering services for the conversion of the soccer and football field to artificial turf at the Sportsplex in an amount not to exceed \$2,650.
8. Resolution authorizing the purchase of a Mass Notification System at the Recreation Center for the Expect Excellence Department through State Bid in the amount of \$31,295.09.
9. Resolution authorizing the execution of an easement agreement to grant permanent utility easements to the Orange Beach Water Authority for the installation of a water force main at the Sportsplex.
10. Resolution authorizing the execution of cooperative maintenance agreements and a permit application with the Alabama Department of Transportation for drainage inlets and a pedestrian pad within the State Highway 182 right-of-way.
11. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0610-PUDA-23, Phoenix West II PUD Minor Modification, Restaurant and Pavilion. Public hearing set for July 11, 2023.

12. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0608-PUDA-23, Summer Salt PUD Minor Modification, Summer Salt/Beachside Mini Golf Sign on July 11, 2023.

Public Comments:

None

There being no further business, the meeting adjourned.

Time: 6:44 P.M.

APPROVED this 18th day of July, 2023.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 11, 2023**

Departments: City Clerk

Description of Topic: Set a public hearing for an appeal by Ike's Beach Service, Inc., of a business license denial. (Requested date 8/15/2023) (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 11, 2023**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for State Highway 180 Milling, Paving, and Striping for Fire Station No. 3. (KA/RE)

Background/Description: Bid opening scheduled for Thursday, July 13, 2023.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 11, 2023**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for Recreation Center Roof and Soffit Replacement. (GS/RE)

Background/Description: Bid opening is scheduled for Thursday, July 13, 2023.

Action Options/Recommendation:

Source of Funding (if applicable): Capital Project, Recreation Center Renovation

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 11, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with DuncanCounts, LLC, for lobbying services. (FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Admin Operating, Professional Services

ATTACHMENTS:

1. 07-18-23 23-xxx Authorize Professional Services Agreement Duncan Counts Lobbyist
2. 2023.07.07 Professional Services Agreement Duncan Counts Lobbyist

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
DUNCANCOUNTS, LLC, FOR LOBBYING SERVICES**

FINDINGS:

1. The professional services agreement with DuncanCounts, LLC, adopted by City Council through Resolution No. 22-131 dated June 21, 2022, has since expired.
2. The City of Orange Beach and DuncanCounts, LLC, have reached an agreement (attached Exhibit A) whereby DuncanCounts, LLC, will provide the City with direct representation and public affairs support services concerning various federal, state, and regional legislative issues.
3. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and DuncanCounts, LLC, as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the term of this agreement shall be for one (1) year commencing on July 1, 2023, and ending on June 30, 2024; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 18th DAY OF JULY, 2023.

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. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on July 18, 2023.

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 DuncanCounts, LLC, an Alabama Limited Liability Corporation (hereinafter the "Contractor"), as follows:

1. Recitals.

- a) The City desires to engage Contractor to provide representation and public affairs support concerning various federal, state and regional legislative issues;
- b) 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;
- c) Now, therefore, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties to hereby covenant and agree as follows:

2. Retainer.

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

3. Consulting Services to be Performed.

- a) Contractor undertakes to monitor and evaluate various federal, state and regional legislative issues and to advise the City on the components of an agency and legislative plan and the appropriate strategy necessary to achieve the goals of such a plan.
- b) Contractor will perform such other services with regard to federal legislative issues as are mutually agreed to between the Contractor and the City.

4. Compensation.

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid the sum of \$2,000.00 per month, plus actual and reasonable expenses. For the purposes of this Agreement, reasonable expenses include charges for telephone, fax and transportation expenses actually incurred in the performance of services under this Agreement and directly attributable thereto. The City represents and warrants that these payments shall not be made with federally appropriated funds.
- b) Contractor agrees to abide by the City's established travel policies, and agrees that any long distance travel and entertainment must be approved in advance by the City Administrator.
- c) Contractor shall be paid monthly, in advance, upon the City's receipt of a properly documented invoice.

5. Term.

The term of this Agreement is twelve (12) months commencing July 1, 2023, and ending June 30, 2024.

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. Insurance.

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

8. Assignment.

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

9. Compliance with Law.

Contractor hereby agrees to comply strictly with all the laws of the State of Alabama and of the United States, and the laws and ordinances of any other jurisdiction in which contractor may perform any work pursuant to this Agreement. It is understood that Contractor will be required to register on behalf of the City under the terms of the Lobbying Disclosure Act of 1995, as amended (2 USC §1601 et seq.) and any subsequent laws or regulations.

10. Termination.

- a) Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement and have no further obligation to Contractor.
- b) This Agreement may also be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate. Upon termination, Contractor shall be paid pro rata for all services actually rendered up to the effective date of termination.

11. Final Agreement.

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

12. Modifications.

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

13. Severability.

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

14. Law Governing.

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

15. Permits, etc.

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

16. Notices.

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

City of Orange Beach
City Clerk
P.O. Box 458
Orange Beach, AL 36561

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

And to Contractor:

DuncanCounts, LLC
P.O. Box 16878
Mobile, Alabama 36616
bccountsiiii@aol.com

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the ____ day of _____, 2023.

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

CONTRACTOR:

DuncanCounts, LLC

By: _____
Braxton C. Counts, III

Its: Principal



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 11, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a task order with Sawgrass Consulting, LLC, to provide a boundary survey of the Bert Taylor Property located at 26192 Canal Road in an amount not to exceed \$3,900. (KA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Community Development Operating, Professional Services

ATTACHMENTS:

1. 07-18-23 23-xxx Authorize Task Order Sawgrass Boundary Survey Taylor Property
2. 2023.07.07 Task Order Sawgrass Consulting Boundary Survey Taylor Property
3. 2023.07.07 Task Order Sawgrass Consulting Boundary Survey Taylor Property - Map

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
TASK ORDER WITH SAWGRASS CONSULTING, LLC
TO PROVIDE A BOUNDARY SURVEY OF THE
BERT TAYLOR PROPERTY LOCATED AT 26192 CANAL ROAD
IN AN AMOUNT NOT TO EXCEED \$3,900**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 22-254, adopted December 13, 2022, approved a contract with Sawgrass Consulting, LLC, to perform certain professional engineering, land surveying, and construction management services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The City’s Community Development Department has submitted the Task Order attached as Exhibit A for Council approval.
4. The proposed Task Order requires Sawgrass Consulting, LLC, to provide professional land surveying services for preparation of a boundary survey of the Bert Taylor property located at 26192 Canal Road, PIN 2994.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

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

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and Sawgrass Consulting, LLC., on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$3,900.00 to Sawgrass Consulting, LLC to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 18th DAY OF JULY, 2023.

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. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on July 18, 2023.

City Clerk



30673 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527
202 Government Street, Suite 225, Mobile, AL 36602
P: 251-544-7900
sawgrassllc.com

July 5, 2023

Kit Alexander, Director
Community Development
City of Orange Beach
P. O. Box 2432
Orange Beach, AL 36561

RE: City of Orange Beach 26192 Canal Road Survey

Dear Kit:

Sawgrass Consulting, LLC (Sawgrass) is honored to provide you with our proposal to provide Land Surveying for the 26192 Canal Road - Taylor property. Our service fee is as follows:

- **Boundary Survey with Improvements** **LUMP SUM \$3,900.00**

All hourly rates will be based upon those hourly rates provided in the current Master Professional Services Agreement between the City of Orange Beach and Sawgrass. If you have any questions, please do not hesitate to contact me at 251.234.0229. Thanks again for the opportunity.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ercil E. Godwin', written over a horizontal line.

Ercil E. Godwin, PLS
Vice President

A horizontal line for a signature.

Tony Kennon
Mayor, City of Orange Beach



CANAL RD

CALLAWAY DR

26150

26174

26192

26173

26175

26208

0 30 60 120 Feet

1 inch = 59 feet



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 11, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a task order with Sawgrass Consulting, LLC, to provide land surveying services for vacation of a sanitary sewer easement on the Romar Lakes Development Windward Lakes Property. (KA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Community Development Operating, Professional Services

ATTACHMENTS:

1. 07-18-23 23-xxx Authorize Task Order Sawgrass Boundary Survey Taylor Property
2. 2023.07.07 Task Order Sawgrass Consulting Sewer Easement Romar Windward Lakes

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
TASK ORDER WITH SAWGRASS CONSULTING, LLC
TO PROVIDE A BOUNDARY SURVEY OF THE
BERT TAYLOR PROPERTY LOCATED AT 26192 CANAL ROAD
IN AN AMOUNT NOT TO EXCEED \$3,900**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 22-254, adopted December 13, 2022, approved a contract with Sawgrass Consulting, LLC, to perform certain professional engineering, land surveying, and construction management services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The City’s Community Development Department has submitted the Task Order attached as Exhibit A for Council approval.
4. The proposed Task Order requires Sawgrass Consulting, LLC, to provide professional land surveying services for preparation of a boundary survey of the Bert Taylor property located at 26192 Canal Road, PIN 2994.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

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

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and Sawgrass Consulting, LLC., on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$3,900.00 to Sawgrass Consulting, LLC to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 18th DAY OF JULY, 2023.

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. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on July 18, 2023.

City Clerk



30673 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527
202 Government Street, Suite 225, Mobile, AL 36602
P: 251-544-7900
sawgrassllc.com

July 5, 2023

Kit Alexander, Director
Community Development
City of Orange Beach
P. O. Box 2432
Orange Beach, AL 36561

RE: City of Orange Beach Easement Vacation

Dear Kit:

Sawgrass Consulting, LLC (Sawgrass) is honored to provide you with our proposal to provide Land Surveying services for the Romar Development/Windward Lakes Sanitary Sewer Easement Vacation. Our service fee is as follows:

- **Romar Development/Windward Lakes
Sanitary Sewer Easement Vacation**

LUMP SUM \$6,500.00

All hourly rates will be based upon those hourly rates provided in the current Master Professional Services Agreement between the City of Orange Beach and Sawgrass. If you have any questions, please do not hesitate to contact me on 251.234.0229. Thanks again for the opportunity.

Sincerely,


Ercil E. Godwin, PLS
Vice President

Tony Kennon
Mayor, City of Orange Beach



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 11, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a lease agreement with the United States Postal Service. (JL)

Background/Description: Renewal of the lease of the post office to the United States Postal Service

Action Options/Recommendation:

Source of Funding (if applicable): Revenue of \$40,000 per year through 2025-2030

ATTACHMENTS:

1. 07-18-23 23-xxx Authorize Lease Agreement USPS United States Postal Service
2. 2023.07.07 Lease Agreement USPS United States Postal Service

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
LEASE AGREEMENT WITH THE
UNITED STATES POSTAL SERVICE**

FINDINGS:

1. The City owns real property located at 25778 John M Snook Drive, Orange Beach, Alabama 36561 (“Property”), which the United States Postal Service (“USPS”) currently leases and uses for operations.
2. The USPS, by and through Jones Lang LaSalle Brokerage, Inc. (“Broker”) as a co-broker to Jones Lang LaSalle Americas, Inc., wishes to renew their lease for the Property and the building upon it.
3. The City and USPS have reached an Agreement (attached Exhibit A) whereby USPS will lease the Property and the building upon it for an annual rent of \$40,000, beginning on April 20, 2025 and ending on March 31, 2030.
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 to execute the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the United States Postal Service as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 18th DAY OF JULY, 2023.

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. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on July 18, 2023.

City Clerk



April 26, 2023

CITY OF ORANGE BEACH
ATTN CITY CLERK PO BOX 458
ORANGE BEACH, AL 36561-0458

SUBJECT: ORANGE BEACH MAIN OFFICE, 25778 JOHN M SNOOK DR, Orange Beach, AL 36561-3457
Expiration Date: 04/19/25

Dear United States Postal Service Landlord,

On behalf of the United States Postal Service ("Postal Service"), JLL is pleased to present the enclosed Lease Agreement for the above referenced property. Should you have feedback to the enclosed Lease Agreement, please contact me at 520.240.2646 or Dalton.Reisig@jll.com.

The following instructions have been added for your convenience to help expedite lease execution:

- **Lease Agreement:**
 - Sign each copy of the agreement where indicated.
 - Date each copy of the agreement on the designated line.
 - Signature(s) must be witnessed by two parties OR notarized.
- **Real Estate Conflict of Interest (COI) Certification Form:**
 - Complete one COI form for each per person who signs the lease. Sign and date where indicated.
- **IRS Form W-9:**
 - Complete items 1-7 where applicable, Part I, Part II, sign, and date where indicated.
- **Commission Agreement:**
 - Sign name, print name, and date where indicated.
- **Entity Documentation:** Provide documentation affirming the signator(ies) who have the authority to execute the lease. The names and official titles of the members/officers who are authorized to sign the lease must be written in the document provided. This information is required by the Postal Service.
- **Evidence of Title:** Provide Copy of Deed/Certificate of Transfer of Title.

****PLEASE SIGN AND RETURN THIS LEASE PACKET NO LATER THAN 05/10/23**.**

Using the enclosed envelope, please mail **all requested forms with original signatures**. Please note that postage is required. Upon acceptance and execution by the Postal Service, an original executed Lease will be returned to you.

Notice: All owners of record are advised to read the Lease thoroughly to ensure that each party is in agreement with the terms and conditions of this contract.

Respectfully,

Dalton Reisig

CC: Carter Burwell

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

— —

or

Employer identification number

—

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



October 1, 2022

Dear Postal Service Landlord:

The Postal Service awarded a National Contract for Real Estate Services to Jones Lang LaSalle Americas, Inc. (JLL) in April 2017. JLL has experience and expertise in real property transactions and will be providing real estate support services, including lease management and brokerage services. The contract with JLL became effective on April 21, 2017.

This National Contract for our Real Estate Services Provider (RESP) entitles JLL to serve as the Tenant Representative on the behalf of the Postal Service for your leasing transaction. The Postal Service expects that you will pay a commission to the JLL representative for leasing services pursuant to a separate agreement between you and the JLL representative. The Postal Service understands that the rental rate may reflect this commission payment, along with other market-based factors.

The Postal Service expects that the JLL representative will be respectful and professional in representing the Postal Service's interests and that you will work cooperatively with the JLL representative on the leasing transaction. We appreciate your cooperation in working with the Postal Service's Tenant Representative.

If you have any questions, please contact Tim Kastens, JLL Contract Executive at 202-719-5749 or at Tim.Kastens@am.jll.com.

Sincerely yours,

A handwritten signature in blue ink that reads "Donald L. Mackey". The signature is stylized, with a large, looping "D" and a long, horizontal stroke extending to the right.

Donald L. Mackey
Director, Facilities Leasing (A)

April 26, 2023

COMMISSION AGREEMENT

This Agreement, made as of the last date written below, is between **CITY OF ORANGE BEACH** ("Lessor"), and **Jones Lang LaSalle Brokerage, Inc. ("Broker") as co-broker to Jones Lang LaSalle Americas, Inc. ("Agreement")**, and confirms the terms under which Lessor will pay a real estate brokerage commission to Broker for the lease ("Lease") between Lessor and the United States Postal Service ("Tenant") of that certain real property described as:

ORANGE BEACH MAIN OFFICE, 25778 JOHN M SNOOK DR, Orange Beach, AL

USPS Property ID 016180-004

1. Lessor will pay Broker, and Broker will accept as its full and only compensation for services rendered in connection with the Lease, an agreed upon rate that is in accordance with local business practices. The Lessor and Broker have agreed upon a commission equal to:

Annual Rent	Total Rent	Commission Rate	Amount Due
\$40,000.00	\$200,000.00	4%	\$8,000.00

2. The commission will be earned 100% upon full execution of the Lease and will be paid within thirty (30) days of execution without further condition or contingency.
3. The Aggregate Lease Value will include the initial rental to be paid by Tenant on all space leased by the Tenant and any fixed annual or other periodic bumps and/or fixed annual other periodic rent escalations occurring during the initial term of the Lease. The Aggregate Lease Value will not include any rental abatement, operating expenses and/or real estate taxes, any additional amounts paid by Tenant for services over and above those furnished by Lessor as part of the Lease, and option periods and/or lease terms beyond the initial term of the Lease. In no event shall the foregoing preclude Broker from receiving a commission for any extension, renewal, expansion or additional leasing in the event Tenant has engaged Broker to represent it.
4. Lessor agrees that it will not modify or in any way reduce the amount of Broker's commission hereunder. If either party institutes any action or proceeding against the other relating to the provisions of this Agreement, the unsuccessful party in the action or proceeding will reimburse the prevailing party all reasonable expenses, attorneys' fees, and disbursements. THE PARTIES HEREBY WAIVE TRIAL BY JURY.
5. This Agreement will continue to be in effect until the first anniversary of its full execution. If on the first anniversary the Lessor and Tenant are still negotiating for the Lease of the subject property, to the extent not prohibited by law, this Agreement will be automatically extended until such negotiations cease or a lease is fully executed.
6. This Agreement constitutes the entire agreement between Lessor and Broker and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment, alteration, or withdrawal of this Agreement will be valid or binding unless made in writing and signed by both Lessor and Broker. This Agreement will be binding upon the successors and assignees of the parties.
7. Lessor and Broker each represents and warrants to the other that, in connection with Tenant's Lease of the subject property, it has not employed or dealt with any broker, agent, or finder other than Broker. Lessor and Broker shall each indemnify and hold the other harmless from and against any claims for brokerage fees or other commissions asserted by any broker, agent or finder employed by Lessor or Broker, respectively, or with whom Lessor or Broker, respectively, has dealt.
8. Lessor and Broker agree not to disclose confidential financial information on commission, or any other information having an adverse effect on the agreement and will refrain from using the information for any other purpose than that for which it was furnished. The parties agree that there may be a client fee share, if allowed by applicable law.
9. Each party shall be responsible to the other party only for the reasonably foreseeable direct damages caused by its breach of this Agreement and in no event will either party be liable to the other for any loss of or damage to revenues, profits, or goodwill or other special, incidental, indirect, or consequential damage of any kind resulting from its performance or failure to perform pursuant to the terms of this Agreement. In no event shall Broker's liability for damages in connection with a claim made hereunder, including any indemnification obligation arising hereunder, exceed the amount of any commission actually received by Broker under this Agreement.
10. Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom it signs and that this Agreement binds such party.

BROKER:

Jones Lang LaSalle Brokerage, Inc.

By: _____

Name and Title

Dated: _____

LESSOR:

CITY OF ORANGE BEACH

By: _____

Name and Title

Dated: _____



Lease

ORANGE BEACH - MAIN OFFICE (016180-004)
25778 JOHN M SNOOK DR, ORANGE BEACH, AL 36561-3457



Lease (Single-Tenant Form)

Facility Name/Location
ORANGE BEACH - MAIN OFFICE (016180-004)
25778 JOHN M SNOOK DR, ORANGE BEACH, AL 36561-3457

County: Baldwin
Lease: Q90000782361

This Lease, by and between CITY OF ORANGE BEACH, ("**Landlord**") and the United States Postal Service ("**USPS**" or "**Postal Service**"), is made as of the Effective Date. The "**Effective Date**" shall mean the date the Postal Service executes this Lease.

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. PREMISES: Landlord hereby leases to the Postal Service and the Postal Service leases from Landlord, the following premises (the "**Premises**") consisting of the entirety of the Wood/Brick building having a street address of 25778 JOHN M SNOOK DR, ORANGE BEACH, AL 36561-3457 (the "**Building**") situated upon the real property with an Assessor's Parcel Number of 05-65-03-05-0-000-101.003 & .006 and legally described in **Exhibit A** attached hereto and by this reference incorporated herein (the "**Property**"). The Premises consists of approximately 6,363 net interior square feet of space and additional space, if any, as shown on Exhibit C, each of which is attached hereto and incorporated herein by this reference.

The Postal Service shall have the right to use any and all appurtenances and easements benefiting the Premises and the Property, including sidewalks, driveways, drive lanes, entrances, exits, access lanes, roadways, service areas, and parking areas, wherever located in or on the Property, which the Postal Service deems necessary or appropriate to support its intended use of the Premises and to exercise its rights under this Lease. Landlord shall not make any changes to the size, location, nature, use or place any installations upon the sidewalks and parking areas of the Property which impair the accessibility to or visibility of or ease of use of the Premises by the Postal Service and/or its customers, as reasonably determined by the Postal Service.

The Landlord has supplied the following systems and equipment:

1. Heating System
2. Air Conditioning System
3. Electrical Distribution System
4. Light Fixtures
5. Water Distribution System including hot water supply
6. Sewer or Septic System

The maintenance of these items is governed by the Maintenance Rider Landlord Responsibility attached to this Lease (the "Maintenance Rider").

2. TERM: The Lease shall be effective as of the Effective Date but the term of this Lease and the obligations of the Postal Service, including the payment of any charges or rent under this Lease, shall be for a period of 4 years, 11 months, and 12 days commencing on April 20, 2025 ("**Commencement Date**") and ending on March 31, 2030, unless sooner terminated or extended as provided herein. If this Lease is extended, then such extended period shall also be referred to herein as the "**term**."

3. RENT: The Postal Service will pay Landlord an annual rent of: \$40,000.00 ("**Rent**"), payable in equal installments at the end of each calendar month during the term. Rent for a part of a month will be prorated according to the number of days of the month occurring during term.

Rent shall be paid to:
CITY OF ORANGE BEACH
ATTN CITY CLERK



Lease (Single-Tenant Form)

Facility Name/Location
ORANGE BEACH - MAIN OFFICE (016180-004)
25778 JOHN M SNOOK DR, ORANGE BEACH, AL 36561-3457

County: Baldwin
Lease: Q90000782361

PO BOX 458
ORANGE BEACH, AL 36561-0458

4. RENEWAL OPTIONS: The Postal Service shall have the right to the following renewal options:

Period		Annual Rent
04/01/2030	03/31/2035	\$44,000.00
04/01/2035	03/31/2040	\$48,400.00

provided that notice of exercise of each such renewal option is sent in writing, to the Landlord at least 0 days before the end of the initial Lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

5. OTHER PROVISIONS: When used herein the term "lease" or "Lease" includes all of the following additional provisions, modifications, riders, layouts, and/or forms which were agreed upon prior to execution and made a part of this Lease.

- General Conditions to USPS Lease
- Exhibit A (Legal Description of Property)
- Exhibit B (Parking Area)
- Exhibit C (Premises Area)
- Utilities and Services Rider
- Maintenance Rider Landlord Responsibility

6. TERMINATION: There shall be no early termination rights, except as otherwise provided in this Lease.

7. CONFLICT OF INTEREST. To avoid actual or apparent conflicts of interest, the Postal Service requires the certification set forth on the signature page from Landlord. The Postal Service will be relying on the accuracy of the statements made by you in this certification. If Landlord's certifications below are false, or Landlord breaches the certification and fails to notify the Postal Service Contracting Officer as provided below, then the Postal Service may exercise any or all of the following remedies: (i) withhold Rent and all other payments and reimbursements due or to become due under this Lease until Landlord remedies the misrepresentation or the Postal Service waives such conflict of interest, (ii) terminate the Lease on a date set forth in the notice to Landlord without penalty, or (iii) exercise any other remedy it may have for damages or injunctive relief.

[Conflict of Interest/Signature Page Follows]



Conflict of Interest/Signature Page

Facility Name/Location
ORANGE BEACH - MAIN OFFICE (016180-004)
25778 JOHN M SNOOK DR, ORANGE BEACH, AL 36561-3457

County: Baldwin
Lease: Q90000782361

CONFLICT OF INTEREST CERTIFICATION BY LANDLORD

LANDLORD: Please check all that apply in item A below and complete item B below if necessary.

The undersigned certifies to the Postal Service as follows:

A. (Check all that apply) Landlord is:

- (i) ☐ A Postal Service employee or a business organization owned or controlled by a Postal Service employee;
(ii) ☐ The spouse of a Postal Service employee or a business organization owned or controlled by a spouse of a Postal Service employee;
(iii) ☐ A family member of a Postal Service employee or a business organization owned or controlled by a family member of a Postal Service employee;
(Relationship) _____
(iv) ☐ An individual residing in the same household as a Postal Service employee or a business organization owned or controlled by an individual residing in the same house as a Postal Service employee;
(v) ☒ None of the above.

B. If you checked any of A (i) through (iv) above complete as applicable:

- (i) Postal Service Employee:
(Name) _____ (Title) _____ (Location) _____
(ii) Spouse who works for the Postal Service:
(Name) _____ (Title) _____ (Location) _____
(iii) Family member who works for the Postal Service:
(Name) _____ (Title) _____ (Location) _____
(iv) Household Member who works for the Postal Service:
(Name) _____ (Title) _____ (Location) _____

C. If you have checked "none of the above" and during the lease term or any renewal term, you do fall into any of the categories listed in A (i) through (iv) above, you must notify the Postal Service's Contracting Officer in writing within 30 days of the date you fall into any of the categories and shall include an explanation of which of the above categories now applies.

The person signing this Lease certifies under penalty of perjury that he/she/they has full power and authority to bind the Landlord named below.

LANDLORD NAME: CITY OF ORANGE BEACH

Name: _____
Witness _____

Signature: _____

Print Name: TONY KENNON

Title: MAYOR

Name: _____
Witness _____

Date: _____

Landlord's signature must be witnessed by two individuals, which shall sign where indicated above

Telephone No: _____
Email Address: _____

(Official notices under the Lease are delivered pursuant to Section 10(n) of the General Conditions to USPS Lease)

POSTAL SERVICE:

Signature: _____

Print Name: TERRENCE BRENNAN

Title: Contracting Officer

Date: _____



Conflict of Interest/Signature Page

Facility Name/Location
ORANGE BEACH - MAIN OFFICE (016180-004)
25778 JOHN M SNOOK DR, ORANGE BEACH, AL 36561-3457

County: Baldwin
Lease: Q90000782361

CONFLICT OF INTEREST CERTIFICATION BY LANDLORD

LANDLORD: Please check all that apply in item A below and complete item B below if necessary.

The undersigned certifies to the Postal Service as follows:

A. (Check all that apply) Landlord is:

- (i) ☐ A Postal Service employee or a business organization owned or controlled by a Postal Service employee;
(ii) ☐ The spouse of a Postal Service employee or a business organization owned or controlled by a spouse of a Postal Service employee;
(iii) ☐ A family member of a Postal Service employee or a business organization owned or controlled by a family member of a Postal Service employee;
(Relationship) _____
(iv) ☐ An individual residing in the same household as a Postal Service employee or a business organization owned or controlled by an individual residing in the same house as a Postal Service employee;
(v) ☒ None of the above.

B. If you checked any of A (i) through (iv) above complete as applicable:

- (i) Postal Service Employee:
(Name) _____ (Title) _____ (Location) _____
(ii) Spouse who works for the Postal Service:
(Name) _____ (Title) _____ (Location) _____
(iii) Family member who works for the Postal Service:
(Name) _____ (Title) _____ (Location) _____
(iv) Household Member who works for the Postal Service:
(Name) _____ (Title) _____ (Location) _____

C. If you have checked "none of the above" and during the lease term or any renewal term, you do fall into any of the categories listed in A (i) through (iv) above, you must notify the Postal Service's Contracting Officer in writing within 30 days of the date you fall into any of the categories and shall include an explanation of which of the above categories now applies.

The person signing this Lease certifies under penalty of perjury that he/she/they has full power and authority to bind the Landlord named below.

LANDLORD NAME: CITY OF ORANGE BEACH

Name: _____

Witness _____

Name: _____

Witness _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

RENEE EBERLY

CITY CLERK

Landlord's signature must be witnessed by two individuals, which shall sign where indicated above

Telephone No: _____

Email Address: _____

(Official notices under the Lease are delivered pursuant to Section 10(n) of the General Conditions to USPS Lease)

POSTAL SERVICE:

Signature: _____

Print Name: TERRENCE BRENNAN

Title: Contracting Officer

Date: _____

Facility Name/Location
ORANGE BEACH - MAIN OFFICE (016180-004)
25778 JOHN M SNOOK DR, ORANGE BEACH, AL 36561-3457

County: Baldwin
Lease: Q90000782361

Instructions for Execution and Providing Supporting Documentation for Types of Landlord Entities

Generally

- a. All co-owners, whether entities or individuals, having a legal interest in the Premises must execute the Lease.
- b. All signatures must be witnessed by two individuals as indicated on the signature page.
- c. The Landlord must submit adequate evidence of title to the Premises.
- d. Landlord must complete the Conflict of Interest Certification on the signature page. Landlord's signature to the Lease also acts as Landlord's certification as to the truth of the information set forth in the completed Conflict of Interest Certification.

Individual, Administrator, or Trustee

- a. Where the Landlord is an individual, Landlord must execute the Lease. If an individual Landlord is married, the spouse of the Landlord must also execute the Lease. Any individual may provide a power of attorney authorizing another individual to execute the Lease on their behalf.
- b. Where the Landlord is an administrator or an executor of an estate, Landlord must provide a certificate of the clerk of the court or certified copy of the court order showing the appointment of the administrator or executor, together with a certified copy of the will of the deceased. If there is no will, or in the event the will of the deceased does not specifically authorize the administrator or the executor to enter into a lease for the Premises, Landlord must provide a certified copy of the court order authorizing such administrator or executor to enter into a lease for the Premises.
- c. Where the Landlord is a Trust/Trustee, Landlord must provide a certified copy of the instrument creating the trust or a certificate of trust executed by the trustee(s), together with any other evidence necessary to establish the trustee's authority to lease the Premises. The Lease must be executed by the Trustee(s) and any Beneficiary of the Trust who has the power to control the distribution of the assets of the Trust.

Partnership

- a. If the Landlord is a partnership, Landlord must provide documentary evidence affirming the authority of the signatory(ies) to bind the partnership by executing the Lease. The usual evidence required to establish such authority is in the form of extracts from the partnership certificate, partnership agreement, a resolution signed by all general partners authorizing the signatory to execute the Lease, or a sworn statement of a general partner. Any resolutions, sworn statements or powers of attorney must specifically identify the Premises, the parties to the Lease and that names and official titles of the partner(s) who are authorized to execute the Lease.
- b. If the Landlord is a general partnership, in the absence of a resolution, sworn statement, or power of attorney authorizing one partner to execute the Lease, each partner must execute the Lease.
- c. If the Landlord is a limited partnership, in the absence of a resolution, sworn statement, or power of attorney authorizing one partner to execute the Lease, all general partners must execute the Lease.

Corporation

Where the Landlord is a corporation, municipal corporation, non-profit organization, or fraternal order or society, Landlord must provide documentary evidence affirming the authority of the signatory, to execute the Lease on behalf of the entity. The usual evidence required to establish such authority is in the form of extracts from the articles of incorporation, or bylaws, or the minutes of a meeting of the board of directors duly certified by the custodian of such records, or a sworn statement of an officer of the entity. Any resolution or sworn statement



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must specifically identify the property, the parties to the Lease and the names and official titles of the officer(s) who are authorized to execute the Lease.

Limited Liability Company (LLC)

Where the Landlord is an LLC, the Landlord must provide documentary evidence affirming the authority of the signatory, to execute the Lease to bind the LLC, for which they purport to act. The usual evidence required to establish such authority is in the form of extracts from the formation documents for the LLC, including, without limitation, the certificate of formation and limited liability company agreement, or a sworn statement of the manager or managing member of the LLC. Any resolution or sworn statement must specifically identify the property, the parties to the Lease and the names and official titles of the officer(s) who are authorized to execute the Lease.

Limited Liability Partnership (LLP)

Where the Landlord is a Limited Liability Partnership, the Landlord must provide documentary evidence affirming the authority of the signatory, to execute the Lease to bind the Limited Liability Partnership for which they purport to act. The usual evidence required to establish such authority is in the form of extracts from the formation documents for the limited liability partnership, including, without limitation, the certificate of formation and limited liability partnership agreement, or a sworn statement of the managing partner of the LLP. Any sworn statement must specifically identify the property, the parties to the Lease and the names and official titles of the officer(s) who are authorized to execute the Lease.

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Exhibit A

[Legal Description of Property]

Commencing at the SE corner of Sec. 5, T-9-S, R-5-E (Allen Corner) run S 14 deg 41'13"E, 102.43 feet to a bolt ("Alcorn Corner"); thence run S 89 deg 51'04"W, 191.18 feet; thence run N 00 deg 07'14"E, 442.47 feet to a point on the north right-of-way line of John Snook Dr.; thence run S 89 deg 54'34"W along said north right-of-way line 516.0 feet; thence run N 00 deg 07'50"W, 150.02 feet to a point on the south right-of-way line of Oak Ridge Dr.; thence run S 89 deg 54'34"W, 220.00 feet along said south right-of-way line to a point on the west right-of-way line of John Snook Dr. and the point of beginning; run thence S 00 deg 07'28" W along said west right-of-way line 210.00 feet; thence run S 89 deg 54'34"W, 405.16 feet; thence run N 00 deg 07'28"E, 210.00 feet to a point on the south right-of-way line of Oak Ridge Dr.; thence run N 89 deg 54'34"E along said south right-of-way line 405.16 feet to the point of beginning. All being 1.95 acres, more or less, and lying in Section 5, Township 9 South, Range 5 East, City of Orange Beach, County of Baldwin, State of Alabama.





Exhibits

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Exhibit B

Parking Area
(If Applicable)

Intentionally Left Blank

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Exhibit C**Premises Area**

Lease Defined Space Measurements	Sq ft
Rentable SF:	6,363
Total USPS Leased SF:	6,363
Total Property Site SF:	84,942
Exterior, Platform and Ramp:	732
Parking & Maneuvering:	49,553
Landscaping:	24,310
Sidewalks:	3,037

Area Comments



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1. APPLICABLE CODES AND ORDINANCES

The Landlord shall comply with all codes and ordinances applicable to the ownership and operation of the Building and Property without regard to the Postal Service tenancy and obtain all necessary building permits, certificates of occupancy, and similar related items at no cost to the Postal Service. The Postal Service agrees (i) to comply with all applicable codes and ordinances to the operations of the Postal Service at the Premises, to the extent enforceable against the Postal Service, and (ii) when the Postal Service or one of its contractors (other than Landlord) is performing work at the Premises, the Postal Service will be responsible for obtaining applicable permits and related items and to pay the associated costs. Nothing herein shall be construed as a waiver of the Postal Service's sovereign immunity.

2. LANDLORD'S INTEREST

a. Landlord represents and warrants to the Postal Service that as of the Effective Date, (i) Landlord owns and holds fee title in and to the Building, the Premises and the Property; (ii) there are no encumbrances, liens, agreements, or covenants in effect that would materially interfere with the Postal Service's ability to operate its operations, materially impair the Postal Service's rights under this Lease, or materially increase the Postal Service's obligations under this Lease; and (iii) Landlord is unaware of any existing or impending condemnation plans, proposed special assessments or other adverse physical conditions relating to the Property (provided that if the Premises has been previously occupied by the Postal Service, then Landlord's representation regarding adverse physical conditions relating to the Property is limited to conditions that Landlord is responsible to maintain, repair, replace or remediate under this Lease). The term "**Landlord**" as used herein shall mean only the owner or owners, at the time in question, of the fee title (or a tenant's interest in a ground lease) of the Property.

b. If this Lease provides for payments aggregating \$10,000 or more to Landlord, claims for monies due or to become due from the Postal Service under it may be assigned by Landlord to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party at a time, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this Lease. No assignment or reassignment by Landlord will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment and other reasonable documentation, including without limitation, a W-9, is filed with:

1. the Postal Service's Contracting Officer; and
2. the surety or sureties, if any, upon any bond.

c. Assignment by Landlord of this Lease or any interest in this Lease other than in accordance with the provisions of this clause will be grounds for termination of this Lease by the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the Premises by Landlord, provided that:

1. such transfer is subject to this Lease;
2. a copy of the recorded deed or other official transfer instrument evidencing the transfer is provided to the Postal Service; and



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3. Landlord shall cause its assignee or transferee to assume the provisions of this Lease and Landlord shall deliver notice of such assignment or transfer and a copy of the effective instrument of transfer to the Postal Service within 15 days after the date of transfer. In addition, both the original Landlord and the successor landlord shall execute the standard Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption form to be provided by the Postal Service within 15 days after receipt of such form from the Postal Service and the successor landlord shall provide other reasonable documentation, including without limitation, a W-9 and the standard Conflict of Interest Certification Form. If a transfer occurs due to the death or dissolution of the Landlord, the Postal Service may reasonably request such other documentation to evidence the transfer and ownership by the successor landlord, including but not limited to, a W-9 and an agreement to indemnify and hold harmless the Postal Service with respect to any claims by other parties of ownership interest in the Premises or entitlement to the Rent. The Postal Service shall be entitled to continue to pay Rent and give all notices to Landlord until it has received the foregoing from Landlord. Landlord shall deliver all such funds in which the Postal Service has an interest to Landlord's successor or assignee. Provided Landlord's successor or assignee expressly assumes Landlord's duties and covenants under this Lease as required hereunder, Landlord shall be released from all liability toward the Postal Service arising from this Lease because of any act, occurrence or omission of Landlord's successors occurring after the transfer of Landlord's interest in this Lease. Nothing herein shall be deemed to relieve Landlord of any liability for its acts, omissions or obligations occurring or accruing up to and including the date of such assumption by Landlord's successor, and the Postal Service shall be free to exercise any and all remedies for a Landlord default against either the Landlord or a successor landlord, at the election of the Postal Service. Notwithstanding anything to the contrary contained herein, in the case of new leased space projects, this Lease may only be assigned, or ownership of the property transferred following commencement of the fixed term, unless prior written consent is obtained from the Postal Service.

3. ASSIGNMENT/SUBLEASE BY THE POSTAL SERVICE

The Postal Service may sublet all or any part of the Premises or assign this Lease only with the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned, or delayed, but the Postal Service shall not be relieved from any obligation under this Lease by reason of any subletting or assignment. If Landlord fails to respond in writing to a written request to sublease or assign from the Postal Service within 30 days after receipt by Landlord of the Postal Service's written request, Landlord shall be deemed to have consented to such sublease or assignment, as applicable.

4. ALTERATIONS AND RESTORATION

a. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures and install flags or signs in or upon the Premises or common areas; which fixtures, additions, structures, flags or signs so placed in, upon or attached to the Premises or common areas shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service at any time and from time to time, including, without limitation, at the end of the term, subject to the provisions of Section 4b below.

b. Upon expiration or termination of this Lease, the Postal Service shall remove its personal property and restore the Premises to a "broom clean" condition with any systems and structures for which the Postal Service is responsible (under the Maintenance Rider attached to this Lease) in working order. Except as provided to the contrary in the immediately preceding sentence, the Postal Service shall not be responsible to restore any condition due to reasonable and ordinary wear and tear, damages by the elements, or by circumstances over which the Postal Service has no control. The Postal Service at its sole option may, prior to the expiration or termination of the Lease, remove any or all of its alterations or improvements or elect to abandon the alterations or improvements in or on the Premises. If the Postal Service elects to abandon, the abandoned alterations and improvements shall



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become the property of the Landlord and the Postal Service shall be relieved of any liability in connection therewith; provided, however, if following expiration of the Lease the Postal Service enters into a new lease agreement with Landlord to remain in the Premises, the Postal Service shall have continued responsibility for maintenance of such alterations or improvements which were installed by the Postal Service during the term of this Lease (and not by Landlord) in accordance with the Maintenance Rider attached to this Lease.

5. [RESERVED]

6. INSURANCE

a. **Postal Service's Insurance.** Landlord acknowledges that the Postal Service does not routinely purchase commercial insurance or maintain a separate account for potential claims, as is required to technically be considered "self-insured." Rather, the Postal Service is authorized to pay proper claims against it out of its general revenue fund and available credit, and is subject to suit for damages. Liability claims against the Postal Service are governed by the Federal Tort Claims Act, 39 U.S.C. §409(c), with the specific provisions being set forth at 28 U.S.C. §§1346(b), 2401(b), and 2671-2680. With respect to the issue of Workers' Compensation coverage, pursuant to 39 U.S.C. §1005(c), the Federal Employees' Compensation Act ("FECA"), 5 U.S.C. §§8101 et seq., is the exclusive remedy for all postal employees who sustain personal injuries on the job. While the Landlord is hereby waiving its standard insurance requirements for the Postal Service, if at any time the Postal Service assigns or subleases any portion of the Premises in accordance with the terms of this Lease to a non-governmental entity, Landlord has the right to impose its reasonable insurance requirements on the assignee and/or subtenant which are based on the assignee's and/or subtenant's proposed use of the Premises including the requirement that the assignee and/or subtenant reimburse Landlord for any increase in insurance premiums incurred by Landlord as a result of the assignee and/or subtenant's proposed use for the balance of the Term and any extensions, all as a condition of the assignment or sublease.

b. **Landlord's Insurance.** Landlord shall, at its own expense, obtain and keep in full force and effect, the following insurance from an insurance company with a Best's rating of at least A- and a Best's financial performance rating of at least 7. The insurance required to be carried by Landlord under this Section shall be referred to herein as "**Landlord's Insurance.**" Upon request, Landlord shall provide the Postal Service with a copy of the certificate of insurance and either a premium bill evidencing Landlord's Insurance or a statement signed by Landlord's insurer confirming the date to which the premium has been paid in full, together with the appropriate form stating Landlord's insurance policy(ies) has been endorsed.

(i) **Liability Insurance.** Bodily injury, personal injury and property damage insurance, naming the Postal Service as an additional insured, insuring against claims of bodily injury or death, personal injury or property damage, arising out of or in connection with Landlord's acts or omission upon, in or about the Property, with an each occurrence limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000. Landlord's Insurance shall be primary with respect to any claim covered under such insurance and arising out of events that occur outside the Premises. Landlord shall have the right, but not the obligation, to increase the amounts or limits of insurance to such amounts as Landlord deems reasonably necessary. Landlord may, at Landlord's option, carry insurance required under this Section under an umbrella policy or policies for coverage amounts exceeding \$1,000,000, provided that such umbrella policy or policies otherwise comply with the requirements of this Section.

(ii) **Property Insurance.** Insurance covering loss or damage to the Premises and the Property by reason of fire (extended coverage) and those perils included within the classification of "Special Form Causes of Loss"

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insurance (with other appropriate endorsements), which insurance shall be in the amount of at least 90% of the full replacement value of the Premises (exclusive of excavation, footings, and foundations) as determined by insurance company appraisers or Landlord's insurance broker.

(iii) Flood, Earthquake, and Tornado Insurance. Insurance covering loss or damage to the Premises and the Property by reason of flood, earthquake, or tornado, which insurance shall be in the amount in line with insurance carried by comparable property owners of comparable properties within the vicinity of the Property.

7. HAZARDOUS/TOXIC CONDITIONS CLAUSE

a. **Definitions.** As used in this Lease, the following terms have the following meanings:

"Environmental Laws" mean all federal, state or local statutes, laws, ordinances, rules or regulations, relating to protection of human health or the environment, including but not limited to (i) all laws relating to the release of Hazardous Materials into the air, surface water, groundwater or land, or relating to the reporting, investigation or remediation of, licensing, manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; (ii) all laws pertaining to the protection of the health and safety of employees; and (iii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq.; the Hazardous Materials Transportation Act as amended 49 U.S.C. §1801 et seq.; the Resource Conservation and Recovery Act, as amended 42 U.S.C. §6901 et seq.; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq.

"Hazardous Materials" mean (i) any toxic substance or hazardous waste, substance or related material, or any pollutant or contaminant that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any and all Environmental Laws; (ii) petroleum, radon gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent; and (iii) any substance, gas material or chemical that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any Environmental Laws.

"Environmental Contamination" means the presence of any Hazardous Materials which includes the presence of friable asbestos materials at any level, in, on, or under the Property, the Premises, common areas or the Building, at levels that require reporting to the enforcing environmental regulatory agency and/or environmental response action (s) under applicable Environmental Laws.

"Asbestos-Containing Material" (ACM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACM that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

b. **Landlord Certification.** By execution of this Lease, the Landlord certifies that, to the best of its knowledge and excluding any written disclosures made to the Postal Service: (i) the Property and Premises are free of Environmental Contamination; (ii) there are no undisclosed underground storage tanks or associated piping on, in, or under the Premises or Property; (iii) there are no ACMs, radon, lead-based paint, or lead piping or solder in drinking water systems, or in or on the Property; and (iv) Landlord has not received, nor is Landlord aware of, any notification or other communication from any party concerning any environmental condition, or violation or potential violation of any Environmental Law, regarding the Property or its vicinity. If the Landlord becomes aware of any such conditions, potential conditions, or violations of any Environmental Laws regarding the Property or its



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vicinity defined herein, subsequent to Lease commencement, Landlord must disclose the new information to the Postal Service as soon as possible, and under no circumstances later than 5 business days after first becoming aware.

c. Environmental Condition of the Premises.

(i) Unless due to the negligence of the Postal Service, if after the Commencement Date or any renewal thereof, Environmental Contamination is at any time identified on the Property, upon notification by the Postal Service, the Landlord agrees to remediate such Environmental Contamination to the extent required by Environmental Laws. Prior to performing any work, Landlord must seek and receive written approval from the Postal Service Contracting Officer of the Landlord's contractor and scope of work, and such approval will not be unreasonably withheld. The foregoing notwithstanding, the Postal Service shall pay that portion of the costs of remediation of Environmental Contamination caused directly by the negligence of the Postal Service.

(ii) In performance of any work under this Clause, Landlord and Landlord's agents, contractors, and consultants ("**Landlord's Agents**") shall provide all information and data obtained, generated or learned as a result the work, including all verified lab data and all consultant reports, studies and analysis to Postal Service as soon as they become available, but no later than the seven business days after receipt. In addition, if requested by Postal Service, Landlord and Landlord's Agents shall promptly make available to Postal Service access to all raw data, whether or not verified. Landlord also shall provide Postal Service with copies of all correspondence, information and documents submitted by or received by Landlord or Landlord's Agents from any third party or any governmental authority relating to the work promptly upon its receipt and/or submission by Landlord or Landlord's Agents. Postal Service shall be permitted to have representatives present during all work, and Landlord and Landlord's Agents shall provide to Postal Service samples, copies of the results of on-site testing and visual inspections, and complete access to all samples and tests taken or conducted.

(iii) If the Landlord fails to remove Environmental Contamination to the extent required by Environmental Law, or otherwise respond in accordance with Environmental Law, to any Environmental Contamination, with such diligence as will ensure its completion within the time specified in Postal Service notice to Landlord (or any extension thereof as may be granted at the sole discretion of the Postal Service), or fails to complete the work within said time, as provided in the Maintenance Rider, the Postal Service shall have the right to perform the work (by contract or otherwise), and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or the federal government. Completion of the work by Postal Service shall not relieve Landlord of its responsibility to perform the work in the future. In addition, the Postal Service may proportionally abate the Rent and all other payments and reimbursements due or to become due under this Lease for any period the Premises, or any part thereof, are determined by the Postal Service to have been rendered untenable or unavailable to it by reason of such condition. Alternatively, if Landlord fails to prosecute the work as required and the Postal Service determines that the Premises are untenable or unfit for use or occupancy, with reasonable discretion, cancel this Lease in its entirety without liability. The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law. If non-friable ACM, whether disclosed by the Landlord prior to execution of this Lease or subsequently found in or on the Property after execution of this Lease, should become friable due to any cause other than the negligence of the Postal Service, the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM shall be performed by the Landlord at the Landlord's sole cost and expense. If ACM in or on the Property or the Building was rendered friable due to the negligence of the Postal Service (including any such negligence of the Postal Service under any prior lease or leases of the Premises), the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense. The parties agree as follows: (1) neither of the following shall constitute the negligence of the Postal



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Service: (a) reasonable and ordinary wear and tear and (b) damages by the elements or by circumstances over which the Postal Service has no control; (2) to the extent a failure by the Postal Service to maintain the improvements containing ACM in accordance with the Postal Service's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Postal Service hereunder, and the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense; and (3) to the extent a failure by the Landlord to maintain the improvements containing ACM in accordance with the Landlord's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Landlord hereunder, and the Landlord shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Landlord's sole cost and expense.

(iv) Without limiting the foregoing, regardless of whether Landlord is required by this Lease to provide fuel for a heating system as set forth in the Utilities and Services Rider, any investigative and remediation cost associated with a release or suspected release of fuel from the heating system, including any fuel tank, shall be the responsibility of the Landlord, unless, and to the extent that, the release is caused by the negligence of the Postal Service, in which event the Postal Service shall be responsible for a portion of the investigative and remediation costs associated with the release to the extent such release was due directly to the Postal Service's negligence.

d. **Landlord Indemnification of Postal Service.** The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from and against any and all claims, losses, damages, actions, causes of action, expenses, fees and/or liability resulting from, brought for, or on account of any violation of this clause or in any way arising out of or connected to Environmental Contamination on the Property, except that Landlord shall not be required to indemnify the Postal Service for, and to the extent of, that portion of Environmental Contamination caused directly by the negligence of the Postal Service.

e. **Landlord Rights to Contribution.** Nothing stated herein is intended to limit the right of the Landlord or the Postal Service to make claims for contribution or cost recovery under applicable laws against each other or any other persons or entities responsible for such Environmental Contamination.

8. FORCE MAJEURE

In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party (a "**Required Act**"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, acts or threats of terrorism, fire, flood, earthquake, delays by governmental authorities or other casualty or acts of God (a "**Force Majeure Event**"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Lease, the financial inability of Landlord or the Postal Service to perform any Required Act, including (without limitation) failure to obtain adequate or other financing, shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence sooner than 15 days before the date on which the party who asserts some right, defense or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party hereto. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (i) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (ii) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the



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time of performance of the Required Act with the average of the preceding ten (10) years climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood or other natural phenomena of normal intensity for the locality where the Premises are located.

9. CLAIMS AND DISPUTES

a. This Lease shall be governed by federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. 7101-7109) (the "**Act**").

b. Except as provided in the Act, all disputes arising under or relating to this Lease must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this Lease. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the Postal Service Contracting Officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the Postal Service Contracting Officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

e. For Landlord claims of \$100,000 or less, the Postal Service Contracting Officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the Postal Service Contracting Officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

f. The Postal Service Contracting Officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the Postal Service Contracting Officer receives the claim (properly certified if required); or



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2. the date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple interest on claims will be paid at a rate determined in accordance with the Act.

j. Landlord must proceed diligently with performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under this Lease, and comply with any decision of the Postal Service Contracting Officer.

k. In the event of an alleged Postal Service default where the Postal Service has vacated the Premises, Landlord shall in all events have an affirmative obligation to use reasonable efforts to obtain another tenant for the Premises at a fair market rental and to otherwise mitigate its damages. In no event shall the Postal Service or Landlord be liable for any consequential, punitive, or special damages under this Lease. The parties agree that this restriction shall not apply to liquidated damages, if any, provided for in any workletter or other rider or attachment to this Lease.

10. GENERAL

a. **Quiet Enjoyment.** Without limiting any rights the Postal Service may have by statute or common law, Landlord covenants and agrees that, provided that the Postal Service is not in default under this Lease, and for so long as this Lease is in full force and effect, the Postal Service shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease from and after Landlord's delivery of the Premises to the Postal Service until the end of the term, without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming by, through or under Landlord. In the event of substantial, material or unreasonable interference with the Postal Service's tenancy by Landlord or its agents or contractors, the Rent and other payments and reimbursements due or to become due under this Lease all shall be equitably abated if the interference continues for more than 24 hours. In the event such interference shall continue for longer than 6 months, the Postal Service shall have the option to terminate this Lease or continue to operate with rent abatement until the interruption ceases. Notwithstanding the foregoing, in the event that, as a result of any substantial, material or unreasonable interference, the Postal Service is legally required to move any of its operations, then Landlord shall reimburse the Postal Service for the actual reasonable costs incurred in connection with such move.

b. **Exterior of Building.** Landlord shall not place, or allow any other person or entity to place, any advertising, bas reliefs, murals or other decorations on the exterior walls of the area in which the Premises is located nor shall Landlord place, or allow any other person or entity to place any additional landscaping or plantings in such area in excess of that landscaping or planting in existence at the commencement of this Lease. Nothing stated herein is intended to prohibit Landlord from replacing the landscaping or plantings in existence at the commencement of this Lease as needed.

c. **Recording.** Not Applicable

d. **Subordination, Non-Disturbance and Attornment Agreement.** Not Applicable

e. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

f. **Interpretation.** Section headings are not a part hereof and shall not be used to interpret the meaning of this Lease. This Lease shall be interpreted in accordance with the fair meaning of its words and both parties certify they



General Conditions to USPS Lease

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either have been or have had the opportunity to be represented by their own counsel and that they are familiar with the provisions of this Lease, which provisions have been fully negotiated, and agree that the provisions hereof are not to be construed either for or against either party as the drafting party.

g. Incorporation of Prior Agreements; Amendments. This Lease contains all agreements of the parties as of the date hereof with respect to any matter mentioned herein. No prior agreement, correspondence or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof. This Lease may be modified only in writing, signed by the parties in interest, at the time of the modification. Landlord specifically acknowledges that the Postal Service's employees at the Premises do not have authority to modify the Lease or to waive the Postal Service's rights hereunder.

h. Waivers. No waiver by the Postal Service or Landlord of any provision hereof shall be deemed a waiver of any other provision hereof and no waiver of any breach hereunder by Postal Service or Landlord shall be deemed a waiver of any subsequent breach by the Postal Service or Landlord of the same or any other provision. A party's consent to or approval of any act shall not be deemed to render unnecessary obtaining such party's consent to or approval of any subsequent act. No waiver shall be effective unless it is in writing, executed on behalf of Landlord or the Postal Service by a person with authority to bind each party

i. [RESERVED]

j. Successors and Assigns. Subject to the provisions of this Lease, this Lease shall be binding upon and benefit the parties, their personal representatives, successors and assigns.

k. Landlord's Access. Landlord and Landlord's agents shall have the right to enter the Premises upon reasonable prior written notice for the purpose of performing inspections, maintenance or repairs that are the responsibility of Landlord under this Lease; provided that no inspections may occur during the Postal Service's peak season (November 1 of each year through January 31 of the following year) other than those necessitated by the sale or refinance of the Property. The Landlord's right of entry hereunder shall be exercisable only during normal business hours and only on the terms set forth below. All other access to the Premises, including but not limited to showing the property to potential buyers, and within 30 days of the end of the Lease term, showing the property to potential tenants, shall be at the sole discretion of the Postal Service. In the event of emergency requiring access after-hours, Landlord must call the Postal Inspection Service at 1-877-876-2455 Option 2 "Emergency" prior to entry. When entering or performing any inspection, repair or other work in the Premises, Landlord, its agents, employees and/or contractors (i) shall identify themselves to the Postal Service's personnel immediately upon entering the Premises, and must be accompanied by a Postal Service employee when not in public areas; and (ii) shall use commercially reasonable, good faith efforts not to materially or unreasonably affect, interrupt or interfere with the Postal Service's use, business or operations on the Premises or obstruct the visibility of or access to the Premises.

l. Calendar Days. All references herein to "days" shall mean calendar days unless specified to the contrary.

m. Counterparts. This Lease may be executed in counterparts, which together shall constitute a single instrument. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments, or other records associated with this Lease is not an original but is an electronic signature, scanned signature or a digitally encrypted signature, then such electronic signature, scanned signature or digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory. Signatures required under this Lease, or any



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amendments, addendums, assignments, or other records associated therewith, may be transmitted by email or by fax and, once received by the party to whom such signatures were transmitted, shall be binding on the party transmitting its signatures as though they were an original signature of such party.

n. **Notices.** Whenever a provision is made under this Lease for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and sent by (i) United States mail, certified, postage prepaid or (ii) by Priority Mail Express (overnight), in each instance to the addresses set forth below or at such address as either party may advise the other from time to time. Notices to the Postal Service shall also include the identification of the facility name and location in such notices. Notices given hereunder shall be deemed to have been given three (3) days after the date of certified mailing or the next business day after being sent by Priority Mail Express (regardless whether the addressee rejects, refuses to sign, or fails to pick up such delivery).

To Landlord at:

CITY OF ORANGE BEACH

ATTN CITY CLERK

PO BOX 458

ORANGE BEACH, AL 36561-0458

With a copy to:

CITY OF ORANGE BEACH ATTN CITY ATTORNEY

PO BOX 458 ORANGE BEACH, AL 36561-0458

To the Postal Service at:

Contracting Officer

USPS Facilities Leasing West

PO Box 5527

Denver, CO 80217-5527

With a copy to:

Postmaster/Installation Head

25778 JOHN M SNOOK DR, ORANGE BEACH, AL 36561-3457

Anything in the foregoing to the contrary notwithstanding, in the case of multiple persons or entities comprising Landlord under this Lease or in the case of a person or entity acting as an agent of Landlord, notices to any one of such multiple persons or entities or notice to an agent of Landlord shall be deemed to be sufficient notice to Landlord.

o. **Prompt Payment Act.** The provisions of the Prompt Payment Act, 31 U.S.C. § 3901 shall apply to all Postal Service payment obligations under this Lease, including any interest or penalties for late payments.

p. **Payment Offsets.** As required by 31 U.S.C. 3716, the Postal Service participates in the Treasury Offset Program of the Department of Treasury's Financial Management Service. Payments owed to Landlord from the Postal Service under this Lease are subject to offset in whole or in part to for the Landlord's delinquent tax and non-tax debts owed to the United States and the states and for delinquent child support payments.

11. FACILITIES NONDISCRIMINATION



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a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.

b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

12. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at <http://about.usps.com/manuals/spp/html/spp10.htm> or by searching www.usps.com.

Clause 1-5, Gratuities or Gifts

Clause 1-6, Contingent Fees

Clause 9-3, Davis-Bacon Act¹

Clause 9-7, Equal Opportunity²

Clause 9-13, Equal Opportunity for Workers with Disabilities³

Clause 9-14, Equal Opportunity for VEVRAA Protected Veterans⁴

Clause 9-16, Employer Reports on Employment of Protected Veterans⁴

Clause B-25, Advertising of Contract Awards

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

¹ For premises with net interior space in excess of 6,500 SF.

² For leases aggregating payments of \$10,000 or more.

³ For leases aggregating payments of \$10,000 or more.

⁴ For leases aggregating payments of \$25,000 or more.



Maintenance Rider Landlord Responsibility

Facility Name/Location
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County: Baldwin
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1. **Landlord Responsibilities.** Landlord shall, except as otherwise specified herein and except for damage resulting from, and to the extent of, the negligence of the Postal Service's agents or employees (which portion of the damage arising directly from Postal Service agent or employee negligence shall be the responsibility of the Postal Service), maintain the Premises, including the building and any and all equipment, fixtures, systems, common facilities and appurtenances (including but not limited to parking lots, driveways, sidewalks and fencing), whether severable or non-severable, furnished by Landlord under this Lease, in good repair and tenantable condition consistent with standards of comparable buildings and/or projects located in the vicinity of the Property. Landlord's duties under this Rider shall include repair and replacement, as necessary, and includes without limitation:
 - a. **Pest Control.** Landlord is responsible for inspection, prevention and eradication of vermin, birds, insects, including, without limitation, termites and any other wood-eating insects and for repairs of any damage resulting therefrom.
 - b. **Casualty.** Landlord is responsible to repair damages resulting from Acts of God; acts of public enemy, riot or insurrection; and vandalism and damages resulting from fire or other casualty (except to the extent such damages were caused due to the negligence of the Postal Service agents or employees in which case the Postal Service shall be responsible for the portion of repairs caused directly by its negligence).
 - c. **HVAC.** Any heating system and air conditioning equipment furnished by Landlord must be properly sized for the facility, must be in good working order at the commencement of the term, and must be maintained and, if necessary, replaced by Landlord to ensure that it remains in good working order and in proper operation; such system and equipment must be capable of providing heat to a minimum temperature of 68 degrees Fahrenheit (68°F) and cooling to a maximum temperature of 78 degrees Fahrenheit (78°F) in all enclosed portions of the Premises (excluding any rear vestibule) at all times during the appropriate seasons. Landlord shall be responsible for maintaining and servicing of the heating system and air-conditioning equipment, including, refrigerant and filters per manufacturer's recommendation and as required for proper operation of the equipment and for replacing the same at the end of its useful life or earlier. Regardless of whether Landlord is required by the Lease to provide fuel for a heating system as set forth in the Utilities and Services Rider, any investigative and remediation costs associated with a release of fuel from the heating system, including any fuel tank, shall be the responsibility of the Landlord, unless, and to the extent that, the release is caused due to the negligence of the Postal Service agents or employees, in which event the Postal Service shall be responsible for a portion of the investigative and remediation costs associated with the release to the extent such release was due directly to the Postal Service's agents' or employees' negligence.
 - d. **Heating and Hot Water Supply.** Boilers and unfired pressure vessels provided by Landlord as part of the Premises shall be maintained and, if necessary, replaced by the Landlord in accordance with American National Standard Institute/American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code, Sections IV, VI, and VIII; National Fire Prevention Association (NFPA)-70, National Electric Code; and/or ASME Safety Code No. CSD-1, Controls and Safety Devices for Automatically Fired Boilers; ASME A18.1, Safety Standard for Platform Lifts and Chairlifts; NFPA-54, National Fuel Gas Code; and NFPA-31, Oil Burning Equipment Code, as applicable, or as required by local ordinances. Current safety certificates issued by an organization recognized by the National Board of Boiler and Pressure Vessel Inspectors or a federal, state or municipal authority which has adopted the ASME Boiler and Vessel Code, must be provided by



Maintenance Rider Landlord Responsibility

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Landlord for boilers and unfired pressure vessels. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes, and may issue safety certificates, as appropriate.

- e. **Electrical System.** Any electrical/power system furnished by Landlord must be properly sized for the facility, must be in good working order at the commencement of the term, and must be maintained and, if necessary, replaced by Landlord to ensure that it remains in good working order and in proper operation.
- f. **Water and Sewer.** Whether public or private water or sewer systems are provided, said systems (including potable water) must be properly sized for the facility and be maintained, in good working order at all times during the term and replaced by Landlord as necessary to ensure that the same remain in good working order as aforesaid, including any inspections that may be required.
- g. **Paint.** Landlord shall paint all interior and exterior previously painted surfaces as follows: no later than six (6) months following the start of the Lease term, unless painted within 60 months prior to the Commencement Date, and at least once every five (5) years during the continuance of the Lease term unless required more often because of damage from fire or other casualty. Landlord is required to apply only one coat of paint. If additional coats are required by the Postal Service, the Postal Service will be responsible for cost of additional coats of paint, including application costs. Landlord shall coordinate the painting schedule in advance with the Postal Service's on-site facility manager. The Postal Service will be responsible for moving furniture and equipment away from walls as required, provided that Landlord gives the Postal Service at least 60 days prior notice of the need to do so, and provided that Landlord shall not conduct any type of painting (interior or exterior) during the period beginning October 1 and ending January 30 during the Lease term.
- h. **Elevators, escalators, and dumbwaiters.** Any elevators, escalators and/or dumbwaiters provided by the Landlord as part of the Premises shall be maintained in good working order throughout the term, and, if necessary to ensure that the same remain in good working order and in proper operation, replaced by the Landlord in accordance with ASME A17.1, Safety Code for Elevators, Escalators, Dumbwaiters, and Moving Walks; ASME A17.2, Elevator Inspectors Manual; ASME A17.3 Safety Code for Existing Elevators and Escalators; ASME A17.4, Emergency Evacuation Procedures for Elevators; and ASME A17.5, Elevator and Escalator Electrical Equipment. Landlord must ensure that current safety certificates for elevators, dumbwaiters and escalators are issued by an organization authorized to inspect in accordance with the ANSI/ASME Code for Elevators, Dumbwaiters and Escalators or appropriate federal, state or municipal authority. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes.
- i. **Wiring.** Any wiring, including, but not limited to, wiring for the Electronic Security and Surveillance Equipment, Closed Circuit Television, Very Small Aperture Terminal, Criminal Investigation System, Intrusion Detection System, etc., installed by Landlord shall be maintained, and if necessary, replaced by Landlord. However, the Landlord shall not attempt any maintenance of, or repair of, or interfere with, the actual security, telephone, or telecommunications equipment, such as cameras, consoles, monitors, satellite dishes, telephone handsets, and Point-of-Service equipment of the Postal Service.
- j. **Utilities.** Landlord is responsible for all utilities including all systems and structures and the components thereof which deliver such utility services to the Premises, including but not limited to base building plumbing, pipes, conduit, wiring, and related components located within the facility including, without limitation, behind



Maintenance Rider Landlord Responsibility

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walls, under floors and inside ceilings. This excludes additional systems and/or structures that were specifically installed by the Postal Service or its contractors for the Postal Service's particular furniture, fixtures, and equipment needs.

2. Postal Service Responsibilities. Notwithstanding anything herein to the contrary, the Postal Service shall, except for damage resulting from, and to the extent of, the negligence of Landlord or its agents or contractors, maintain the following items at the Premises if originally installed by the Postal Service: flag poles, dock lifts, roll-up customer service windows, roll-up doors, scissor lifts, electronic security systems, and lobby and back-door locks. The Postal Service's duties include repair and replacement, as necessary, and shall be fulfilled at such time and in such manner as the Postal Service reasonably considers necessary to keep such items in proper condition during the Lease term. Landlord shall be responsible for the portion of maintenance, repair and replacement costs for damage to such items resulting directly from its negligence.

3. Completion of Maintenance, Repair, or Replacement by Landlord.

- a. If the Landlord is required to maintain, repair or replace something under this Lease, including, without limitation, this Rider, Landlord must perform all maintenance, repairs and replacements promptly and in any event within the time period provided in the Postal Service's notice to Landlord and submit photographs of the completed repair to the Postal Service at the address designated in the Postal Service's notice. If Landlord does not finish the maintenance, repairs or replacements within the time period set forth in the Postal Service's notice, then unless the Landlord requests more time, and the Postal Service grants more time using its reasonable judgment, then the Postal Service may (i) perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or the federal government, or (ii) terminate the Lease on a date specified by the Postal Service in the notice to Landlord.
- b. In the case of an emergency (as reasonably determined by the Postal Service), then notwithstanding the above provision, the Postal Service may give Landlord notice by phone or other method and may give such shorter notice as is practicable under the circumstances. Upon notice, Landlord must immediately start the maintenance, repairs or replacements and if Landlord fails to start such maintenance, repairs or replacements immediately, the Postal Service may immediately perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or the federal government.
- c. In addition to any other remedies of the Postal Service, the Postal Service may abate Rent and all other payments and reimbursements due or to become due under this Lease for any period the Postal Service reasonably determines all or any portion of the Premises, any common areas of the Property providing access to the Premises, or parking areas are untenantable or unfit for the Postal Service's use as a result of Landlord's failure to maintain, repair or replace as required by this Lease. Rent and all other payments and reimbursements due or to become due under this Lease will be abated in proportion to the impairment or loss of use as determined by the Postal Service. No exercise by the Postal Service of its right to rent abatement



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as stated above is intended to extend the time periods for the completion of any maintenance, repair or replacement set forth above. The remedies provided in this section are cumulative, non-exclusive, and in addition to any remedies available to the Postal Service under applicable law.

4. Health and Safety. In performing the maintenance, repair and/or replacement obligations under this Lease, Landlord must:

- a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA);
- b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with section (a) above; and
- c. take all other proper precautions to protect the health and safety of:
 - (1) any laborer or mechanic employed by the Landlord in performance of this Lease;
 - (2) Postal Service employees; and
 - (3) the public.

Landlord must include this clause in all contracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any contract must be deemed to refer to the contractor.



Utilities and Services Rider

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Unless otherwise indicated below, the responsibilities of Landlord identified in this Utilities and Services Rider are a part of the Rent paid under the Lease and are not subject to reimbursement by the Postal Service.

1. HEAT

The Postal Service pays all recurring fuel charges to the Premises, provided such charges are separately metered, by a meter or sub-meter installed by Landlord at Landlord's expense, to measure the Postal Service's consumption of fuel.

2. ELECTRICITY

The Postal Service will pay all recurring electric bills, provided such charges are separately metered, by a meter or sub-meter installed by Landlord at Landlord's expense, to measure the Postal Service's consumption.

3. WATER

At all times, Landlord must ensure that there is potable water serving the Premises. If at any time the water provided to the Premises is not potable, then the Landlord shall furnish potable water in a quantity sufficient to serve the maximum number of postal employees located at the Premises on a regular basis, and shall ensure such potable water is available at all times. Landlord must pay for all recurring charges related to the provision of such potable water.

The Premises are hooked up to a public water system. The Postal Service must pay for all recurring charges such water services, provided such charges are separately metered, by a meter or sub-meter installed at Landlord's expense, for the measurement of Postal Service's consumption.

4. SEWER

The Premises are hooked up to a public sewer system. The Postal Service must pay for all recurring charges for such sewer services, provided such charges are separately metered, by a meter or sub-meter installed at Landlord's expense, for the measurement of Postal Service's consumption.

5. TRASH

Postal Service is responsible for all trash removal and disposal from the Premises and will provide its own trash receptacle or receptacles at its cost in a location acceptable to the Postal Service either on the Premises or in the common areas, if any.

6. SNOW

The Postal Service agrees to remove snow and ice at the cost of the Postal Service from only those areas used exclusively by the Postal Service, which may include all or only portions of the sidewalks, driveways, drive aisles, entrances, exits, parking and maneuvering areas, and any other areas providing exclusive access to the Premises used by the Postal Service's employees, contractors, or customers (including, but not limited to, stairs, handicap access ramps, carrier ramps, etc.). The Postal Service is not responsible for, and will not pay the costs of, the removal of snow and ice from the roof or any areas not exclusively used by the Postal Service. Landlord is responsible for and must pay the costs of the timely removal of snow and ice from the roof, as well as all areas not exclusively used by the Postal Service.



Utilities and Services Rider

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7. CUSTODIAL SERVICES

Custodial Services for purposes of this Lease means the following: all duties considered necessary or desirable by the Postal Service to maintain cleanliness at the Premises and the Property. Custodial services include, but are not limited to the following tasks: vacuum and mop floors, empty trash containers, clean windows, sanitize bathroom fixtures and carry out any other tasks related to cleaning dirt and debris from the inside or the outside of a particular building, including the parking areas, driveways, drive aisles, entrances, exits, sidewalks, lighting, and other exterior features. Custodial services do not include landscaping, or roof or gutter cleaning.

The Postal Service will provide its own custodial services for the interior and exterior of the Premises at such time and in such manner as the Postal Service considers necessary.

8. LANDSCAPING

Landscaping for purposes of this Lease means an exterior area devoted to or developed and maintained with plantings, decorative outdoor landscape elements, sculptures, benches, water features, paved or decorated surfaces of rock, stone, brick, block or similar material (excluding sidewalks, driveways, parking, loading or storage areas).

The Postal Service has no responsibility for any landscaping, except that the Postal Service will be responsible for cutting the grass and trimming low shrubs at such times and in such manner as the Postal Service determines necessary in its sole discretion.



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 11, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a task order with McCollough Architecture, Inc., to provide design services for a veterans memorial in an amount not to exceed \$16,000. (GS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): New Capital Project

ATTACHMENTS:

1. 07-18-23 23-xxx Authorize Task Order McCollough Architecture Veterans Memorial
2. 2023.06.29 Task Order McCollough Architecture Veterans Memorial

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
TASK ORDER WITH MCCOLLOUGH ARCHITECTURE, INC.
TO PROVIDE DESIGN SERVICES FOR A VETERANS MEMORIAL
IN AN AMOUNT NOT TO EXCEED \$16,000**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 21-156 adopted July 20, 2021, approved a contract with McCollough Architecture, Inc., to perform certain architectural services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The Construction and Facilities Manager has submitted a task order (attached Exhibit A) for Council approval.
4. The proposed Task Order requires McCollough Architecture, Inc., to provide design services for a veterans memorial.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

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

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and McCollough Architecture, Inc., on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$16,000.00 to McCollough Architecture, Inc., to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 18th DAY OF JULY, 2023.

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. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on July 18, 2023.

City Clerk



TASK ORDER AUTHORIZATION

TASK ORDER NO. 20

CITY OF ORANGE BEACH - PERFORMANCE CONTRACT

ARCHITECTURAL SERVICES

This Task Order is for the Architectural Services for the Tribute Memorial of Orange Beach, Alabama. This is based on previously submitted schemes and limited to the area in front of the Community Development Building. The estimated cost of construction is undetermined at this time.

The cost for completing this work shall be a lump sum fee of **\$16,000.00**.

The following exhibits are made part of this Task Order and are attached here to:

Exhibit A - Scope of Work

Exhibit B - Man-Hour/Fee Estimate

OFFERED BY CONSULTANT

Representative's Printed Name

Firm Name

Signature

Date

Title

RECOMMENDED FOR APPROVAL

Signature

Date

Title

APPROVED BY CITY OF ORANGE BEACH

Signature

Date

Title



EXHIBIT A

TASK ORDER NO. 20

CITY OF ORANGE BEACH, ALABAMA

SCOPE OF WORK:

This Task Order is for the Architectural Services for the Tribute Memorial for the City of Orange Beach Alabama.

SPECIFIC TASKS TO BE COMPLETED INCLUDE:

- Conceptual Memorial Design
- Conceptual High Resolution Renderings for Counsel Review
- Design Development of Drawings
- Construction Drawings including Structural Engineering

PRELIMINARY SCHEDULE

- Conceptual Memorial Design – 30 Days
- Conceptual High Resolution Renderings for Counsel Review – 10 Days
- Design Development of Drawings – 20 Days
- Construction Drawings including Structural Engineering and Electrical Engineering – 40 Days

***NOTE: Numerous items outside of the control of the architect and engineer can greatly affect the overall schedule. Schedule will be adjusted for time required for City reviews; input; and approvals.**

END OF EXHIBIT A



EXHIBIT B

CITY OF ORANGE BEACH, ALABAMA

TASK ORDER NO. 20

MAN – HOUR RATES FOR ADDITIONAL SERVICES (IF NEEDED)

CLASSIFICATION:	HOURLY RATE:
Principal Architect	\$150.00
CAD Operator	\$85.00
Project Manager	\$100.00
Clerical	\$30.00
Engineering	(Cost plus 15%)
Landscape Architect	(Cost plus 15%)

PHASES AND PAYMENT:

- Conceptual Memorial Design – \$1,400.00
- Conceptual High Resolution Renderings for Counsel Review – \$1,500.00
- Design Development of Drawings – 2,700.00
- Construction Drawings including Structural Engineering and Electrical Engineering – \$6,400.00
- Bidding/Negotiations – \$800.00
- Project Manual – \$1,000.00
- Construction Administration: \$2,200.00

END OF EXHIBIT B



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 11, 2023**

Departments: City Clerk

Description of Topic: Resolution adopting the rental agreement and fee schedule for the Orange Beach Event Center at the Wharf located at 4671 Wharf Parkway.
(FH/JL/AB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 07-18-23 23-xxx Adopt Rental Agreement Fee Schedule Event Center
2. Event Center Rental Agreement

RESOLUTION NO. 23-xxx

**A RESOLUTION ADOPTING THE
RENTAL AGREEMENT AND FEE SCHEDULE FOR
THE ORANGE BEACH EVENT CENTER AT THE WHARF
LOCATED AT 4671 WHARF PARKWAY**

FINDINGS:

1. The City currently owns and operates the Orange Beach Event Center at The Wharf located at 4671 Wharf Parkway, Orange Beach, Alabama 36561.
2. The City allows individuals and groups to rent the Event Center for various events including, but not limited to, birthday parties, musical performances, seminars, etc.
3. The current Rental Agreement, Policies and Procedures, and Fee Schedule under which the Event Center currently operates requires revision to bring them up to date with current legal and financial advice.
4. The Council has determined that it is in the best interest of the City and its residents to adopt the Rental Agreement and Fee Schedule (attached Exhibit A) for the Orange Beach Event Center at The Wharf.

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

1. That the City of Orange Beach will have priority use of the Orange Beach Event Center at The Wharf. The facility and/or individual rooms may be rented to individuals or groups when available;
2. That the Event Center Coordinator is authorized to enforce rules, regulations, policies and procedures established by the Council;
3. That the Mayor is authorized to impose and enforce additional rules, regulations, and policies as is deemed necessary for the proper and efficient operation of the facility in accordance with all applicable state laws, municipal ordinances and policies;
4. That the Mayor is hereby authorized to grant exceptions to the Fee Schedule for local civic and community groups and organizations, as well as professional conferences and events hosted by professional organizations and groups of which City Departments/Employees are members in their professional capacity. These exceptions shall only be granted when appropriate and in furtherance of a public purpose and benefit as determined by the Mayor under authority of the City Council;
5. That the attached Rental Agreement and Schedule of Fees are hereby adopted for the operation of the Orange Beach Event Center at The Wharf; and
6. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 18th DAY OF JULY, 2023.

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. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on July 18, 2023.

City Clerk

RENTAL AGREEMENT

ORANGE BEACH EVENT CENTER AT THE WHARF

This agreement is entered into between the City of Orange Beach and _____, hereinafter referred to as Tenant. The City of Orange Beach (hereinafter referred to as “COB” or “the City”) and the Orange Beach Event Center (hereinafter referred to as “OBEC”) may be used interchangeably throughout this document. It is understood that the City of Orange Beach is the legal entity owning and controlling the Orange Beach Event Center. The parties hereby agree that the City shall allow the tenant to rent the Orange Beach Event Center (OBEC) on the dates and times specified below in an amount as set out on the attached rate/fee schedule approved by the City Council of the City of Orange Beach, AL. The parties agree to be bound by the terms set out herein pursuant to Resolution 23-____ of the City of Orange Beach. All parties have read, understand and agree to all terms as stated. This agreement is the full agreement of the parties and any modifications hereto must be set out in writing and signed by the parties.

- [illegible]

SCHEDULE OF FEES

The following schedule of fees is adopted by the City Council.

Facility Pricing and Capacity

Event Space	Standard Cost/Day (7am-12am)	Commercial Cost/Day (7am-12pm)	Classroom/ Banquet Hall	Theatre	Reception Hall (standing)	(Check each box for the space(s) you wish to rent)
Event Facility (all spaces)	\$1200	\$1500	1000 ppl	2000 ppl	2500 ppl	
T-Shape	\$1000	\$1200	800 ppl	1400-1800 ppl	2000 ppl	
Main Hall	\$800	\$1000	150 ppl	850-1000 ppl	1300 ppl	
Breakout Space – each (4 total)	\$400	\$400	150 ppl	330-440 ppl	450 ppl	
Kitchen	\$250	\$250	N/A	N/A	N/A	

*If the event generates 100 or more room nights at Orange Beach accommodations, the renter may be eligible for a discounted daily rental fee of 25% off. See the Event Center Coordinator for more details on how to qualify.

*Local Civic Groups may apply for a reduction in rental fees. The full amount for cleaning fees and hourly fees will still apply to any and all groups renting the facility.

*The City and its Departments shall be exempt from rental fees.

Additional Rental/Usage Pricing

Item Description	Cost	(Check item(s) to include in your rental)
Air conditioning (non-event hours)	Pricing varies. See Event Center Coordinator.	
Auxiliary power	\$100 per 220 outlet. Vendor booths see Vendor Booth Info below.	
Hanging and removal (banners, balloons, specialty lighting, etc.)	\$40-\$100 per item. See Event Center Coordinator for specific pricing.	
Carts and hand trucks (without operator)	Included in facility rental.	
Chair setup and teardown (burgundy fabric, black frame), 1700 total	Included in facility rental.	
Chandeliers	\$25 per lit, large chandelier. Lit, small chandeliers included in facility rental.	
Crowd barriers / stanchions	\$10 per section.	
Flags: US flag and Alabama flag with bases and poles	Included in facility rental.	
Heavy equipment (forklift and scissor lift) with operator	1 hour \$100 minimum. \$50 per each additional hour.	
Heavy equipment (forklift and scissor lift) without operator	\$200 per event (if available).	
Light bars	\$150 fixed lights	
AV services- breakout space	\$150 for microphone, speaker, and video function.	
AV services- main hall or large breakout space	\$300 for microphone, speaker, and screen in wall function.	
AV services- entire facility or T-shape	\$400 for microphone, arrays, and screen in wall function.	
AV services- conference/entire facility, main hall and breakout spaces	\$500 for microphone, arrays, and video function in each room.	
AV services- panel setup, simple performance, extra mics	Pricing varies. See Event Center Coordinator.	
Pipe and drape (3' or 8')	\$1 per foot.	
Pipe and drape (12' or 16')	\$2 per foot.	
Pipe and drape- bars or other special spaces	\$40 and up. See Event Center Coordinator for specific pricing.	
Risers- 4'x8' sections, 12" or 24" high	\$25 each.	
Staffing- AV Equipment Operator	\$35 per person per hour.	
Staffing- after hours room setup/changeover/teardown	\$40 per person per hour.	

Staffing- custodial staff	On duty \$25 per person per hour. After hours \$40 per person per hour.	
Stage- 4'x8' sections	Included in facility rental.	
Tables- 72" round banquet (60 total), 30" round highboys (16 total)	Included in facility rental.	
Tables- 8'x96" rectangle (70 total), 8'x18" rectangle (95 total), 8'x72" rectangle (48 total)	Included in facility rental.	
Table Linens	\$10 per table. (Limited number of linens available.)	

Vendor Booth Info- Expos/Conferences

Vendor Booths- includes one covered table, two chairs, 8' drape in back and 3' drape on sides. Booths are approx. 8'x8' or 8'x10'	\$40 per booth.	
Power for booths (110 volt) *If 110 power is requested by the event host, it will be supplied to all booths. If the event host does not request power, it will only be available to booths placed along the wall with access to a power outlet.	Up to 24 booths- \$100 Up to 48 booths- \$200 Up to 96 booths- \$400	
Power for booths (220 volt) *220 power is very limited and must be requested in advance.	\$100 per outlet.	

Deposit Amount and Terms:

- Deposit is due upon execution of the Rental Agreement
- All rentals will require a minimum \$250 deposit. The OBEC Coordinator may require additional deposit as determined necessary to protect the interests of the City of Orange Beach.
- New Events or New Groups will require a minimum \$500 deposit.

6. Total Fee: _____ Deposit: _____

Deposit paid: \$_____ Date: _____ City Personnel: _____

Fees due: \$_____ Date due: _____

ALCOHOL

7. Will there be any alcohol on the premises during the event? _____

If alcohol is served and there are more than 100 people in attendance, it is the tenant's responsibility to contact the Orange Beach Police Department for Security Personnel. If alcohol is being sold, regardless of the number of attendees, Security Personnel will be required. If alcohol is to be served, it must be served in accordance with Alabama Law. If a cash bar is used or alcohol is sold, the renter (or caterer) will be required to obtain the proper ABC licensure. The tenant will also be required to obtain liquor liability insurance with the City of Orange Beach named as an additional insured.

RULES AND REGULATIONS

The following Rules and Regulations are established by the City Council for the use of the Orange Beach Event Center.

EVENT ENTERTAINMENT

8. Events: It is the OBEC preference not to accept space bookings for like or similar public events and trade shows within 60 days of one another. However, bookings are within the sole discretion of the OBEC and staff reserves the right to do so. All events of public nature must be appropriate for all ages.

9. Performance Approval: The OBEC retains approval right of performance, exhibition, event or entertainment to be offered under this agreement. Tenant agrees that no such activity or part thereof shall be given or held if the OBEC staff denies approval. Grounds for disapproval include but are not limited to those events/acts offensive to public morals, contrary to event advertising claims or in violation of event content restrictions agreed to by both parties at the time of execution of this agreement. All public events, performances and advertising for same must be appropriate for all ages and/or not be contradictory to the family friendly image and position statement of the City of Orange Beach and its elected officials.

10. Live Entertainment: A fully executed License Agreement with any related contracts and/or riders pertaining to technical requirements, performing acts, and related information must be received by the OBEC 10 days prior to the date of the event. The use of any special effects other than standard stage lights must be submitted for review and approval by the OBEC and the City of Orange Beach Fire Department, Orange Beach Fire Marshal and any other applicable City staff.

11. Copyrighted Materials: The Tenant will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, material, devices, processes or dramatic rights used on or incorporated in the event. The tenant agrees to indemnify, defend and hold harmless the City of Orange Beach and its agents, servants and employees from any claims or costs, including legal fees, which might arise from the use of any such material described above.

STATE AND LOCAL LAWS

12. Compliance with Laws: The Tenant shall comply with all Federal , State and local statutes, ordinances or regulations; and all of the facility's policies and procedures for the OBEC.

13. Licenses/Permits/Taxes: The Tenant shall be responsible for acquiring and shall pay the costs of any and all licenses, excises, permits and taxes, including copyright fees, required by authorities having jurisdiction over the OBEC. The Tenant must acquire and pay the cost of any and all licenses, permits and taxes 10 days prior to the first move-in day or event day or the event cannot occur.

14. Taxes: the Tenant is obligated to declare and pay all applicable taxes on revenues and sales according to Alabama law and to share this information with any vendors.

15. Funds: The OBEC will not be responsible for handling, storing or dispersing any of the Tenant's funds. No funds should be stored or left at the OBEC. OBEC is not responsible for the loss of any funds.

16. Outside Services: Renters are allowed to use outside vendors for services at OBEC. They must have an Orange Beach Business License and be approved by the OBEC.

UTILITIES AND EQUIPMENT

17. General Building Services: Services included in the basic rental without additional charges are: General room lighting, heating/air conditioning during event hours, one time room set-up, wi-fi and one on duty staff person. Services that will be subject to charges: off-hours heating/air conditioning (above or below set point), room change overs, custodial services, shipping/drayage services, custom lighting, audio/visual services, table covers (if available), changes to approved floor plan on day of event, auxiliary power and other services as available.

18. Utility Services: The OBEC is the contractor for all utility services. All utility connections, including electrical and water, shall be made by City of Orange Beach staff or approved contractors. Any exceptions must be approved in writing by OBEC staff. All requests must be made at least 30 days in advance.

19. Lighting, Ventilation, Heat, Air-Conditioning: Lighting, ventilation, heat or air-conditioning will be provided as required during event hours. Full house lighting, ventilation, heating and air-conditioning are maintained from one hour prior to event until close of event. Different levels of lighting, ventilation, heating and air-conditioning are maintained during setup, tear down and non-event hours.

20. Audio/Visual Equipment: To accommodate tenant and to simplify events, OBEC has a selection of basic audio visual equipment on site to rent. Equipment rates are outlined on a separate rate schedule. There is no restriction placed upon the tenant bringing in its own equipment to the event or meeting as long as the setup/installation is reviewed and approved by authorized OBEC personnel. However, prior to the event, tenant will meet with the a/v specialist to discuss needs to ensure that the audio and video of presentations will play properly. This meeting needs to occur at least one week prior to the event.

21. Rental Equipment: The OBEC has available for rent various pieces of equipment including, but not limited to, stage sections, pipe and drape, a/v equipment, and lighting. These rates are subject to change without notice. All OBEC equipment will be set up and operated by authorized OBEC staff only.

CLEANING, DAMAGE, AND DÉCOR

22. Clean-up and Disposal Fees: Applicable fees and service charges may be levied at the discretion of the OBEC event personnel for excessive clean-up at the direct cost of tenant. The tenant shall accept the premises in the condition it is found and shall leave the premises in the same condition at the conclusion of the event. The OBEC shall provide general janitorial services of public areas (restrooms, lobby, etc.). If necessary, janitorial charges will be assessed during event planning as determined by the OBEC staff. If the facility is left in excessive disarray, as determined by the OBEC staff, additional cleaning or damage fees may be assessed. Fees may be charged for excessive dumpster fees incurred, bulk trash removal or additional custodial needs. If left in a less than satisfactory condition, the tenant will not be allowed to rent the facility in the future.

23. Literature/Handouts/Leaflets: Distribution of any printed materials on the premises must have prior approval of the OBEC. A fee to clean up litter created by such distribution may be imposed.

24. Damage to Facility: the OBEC will not be responsible for any damage or injury that the tenant or its agents, servants, employees, or property sustain from any cause prior to, during, or subsequent to, the period covered by the Rental Agreement; and the tenant shall expressly release said the City of Orange Beach, its agents, servants and employees from any and all claims for such loss, damage, or injury. The tenant will indemnify, save and hold harmless the City of Orange Beach, its agents, servants and employees from any and all claims or causes of action arising from the tenant's occupancy of the leased premises or resulting from any acts or omissions intentional, negligent or accidental, whether said acts or omissions are those of the tenant, its agents or employees, or persons participating in or attending the function contemplated by the Agreement. The City of Orange Beach shall not be liable to the Lessee for any damage, loss, or expense of any kind sustained by the tenant, its agents, servants, employees or guests as a result of vandalism or malicious mischief.

25. Decorations, Signs and Special Displays: the use of confetti, glitter, silly string, helium balloons, mylar balloons or adhesive backed decals, stickers, or tags is prohibited. Signage and decorations must be hung with adhesive approved by OBEC. The use of tacks, glue, nails, staples or any other type of fasteners to hang signage or decorations is prohibited. For assistance with the hanging of banners, signage or decorations from the ceiling, please make arrangements in advance. Signage may not be adhered to doors or windows without approval. At move out, all decorations and signage must be removed. If tenant leaves materials in or on facility property, the items will be disposed of and the tenant will be billed for the labor costs associated with removal or cleaning.

26. Painting: The act of painting is prohibited inside the OBEC and may only be allowed on the property (outdoor) with OBEC written permission.

27. Rigging/Hanging of Lights, Sound, etc. No one shall rig/hang anything from the ceiling without the expressed permission of the Event Facilities Coordinator who will deem the safety of the activity and load to be hung. This includes but is not limited to equipment such as projectors, screens, LED screens, and banners. Load limits are available in the administration office for the designing of safe rigging in the facility. No fixed items of the Event Center will be moved (curtain, speakers, etc.) to accommodate rigging needs.

28. Treatment of Floors in Facility: Exhibitors wishing to lay any floor covering may not adhere covering to floor. The only adhesive tape allowed on floor in the event of a/v production, trade show, etc. is Gaffers Tape. No other adhesive tape is allowed on any floors, including the lobby floor, the carpeted floor or the dance floor. The Tenant will assume all costs arising from violation from this policy (whether from participants, contractors, volunteers).

29. Tenting: Tenting is allowed only in specific areas of the OBEC property. Please coordinate with OBEC staff for specific locations and requirements. Tents cannot be attached to the outside of the facility. No holes may be staked into the ground, concrete or pavement. All tents are subject to a Fire Marshal inspection prior to and during the event.

30. No Smoking Policy: The use of tobacco products are prohibited inside the building. The use of tobacco will be allowed outside in designated areas only. This includes E-cigarettes and all other smoking devices.

SAFETY

31. Parking/Loading Dock: Cars and/or trucks parked illegally in marked fire lanes, loading docks, ramps or on the exhibit floors will be towed at the expense of the owners to insure the safety of all our guests and employees. Recreational vehicles, trailers, trucks or other vehicles are not allowed to park in loading dock or dock area. RV's and trucks may use the designated parking spaces for daily parking only. Overnight parking is strictly prohibited without express written consent from OBEC staff. If special parking requirements are required, please contact event staff. Tenant may not charge guests for parking. Events that have demonstrations, expo, classes, etc. in the parking lot are subject to a \$200 street cleaning fee and Tenant is responsible for removal of all trash and debris.

32. Vehicles: Vehicles are permitted in the facility only as part of display. This includes ATV's, golf carts, mules, etc. Any public demonstration or exhibition involving a mechanized or motorized part powered by either propellant or electrical system may not be operated without prior approval of OBEC staff. Vehicles parked inside must have battery cables disconnected and have no more than one gallon of gasoline in the tank. Gas caps must be taped. Vehicles powered by propane fuel are not allowed in the building. Combustion engines may not be operated as part of the show. Floors must be covered underneath the vehicles.

33. Fire and Safety Regulations: The City of Orange Beach and the OBEC staff reserves the right to cause the interruption of any event, set up or tear down of event in the interest of public safety and to likewise cause the termination of the event when in the sole judgement of the City of Orange Beach agents or the OBEC staff such termination is in the interest in public safety.

- All aisles must be kept clear, clean and free of obstructions.
- Exits shall not be blocked or covered.
- The OBEC reserves the right to designate points of entrance, exit and concession areas.
- Parking and unloading in the fire lanes is not allowed and must be kept clear at all times.
- Use of pyrotechnics is prohibited at all times.
- The use of lighted candles is prohibited unless enclosed in a completely enclosed glass container at all times.
- All materials used in decorations and displays must be flame retardant and are subject to an inspection by the Fire Marshal at any time.
- Operation of gasoline powered vehicles will be permitted during move-in and move-out periods. Gasoline operated vehicles may not be operated at any other time.
- All pressurized tanks holding any type of gas (helium, nitrogen, LP, Propane, etc) must be approved by OBEC staff in advance and must be secured in the upright position while being used in the facility.
- All cords and cables in aisles and walkways must be matted and taped in place by approved tape.
- All plantings, fountains, coolers, etc. should have waterproof plastic materials underneath.
- Standing on chairs by event attendees is prohibited.
- The OBEC reserves the right to make or have announcements made pertaining to safety or other issues at appropriate times during the event.

34. Emergency Procedures: The OBEC is equipped with alarm systems and illuminated exit signs. In the event of an emergency, the highest ranking OBEC staff person on duty assumes control of the building and acts as liaison with the police, fire and medical services. The OBEC staff is responsible for keeping the tenant and service contractors informed and involved in decisions relating to events in progress.

Insurance: Tenant is required to secure and retain throughout the term of the Rental Agreement the following insurance: Comprehensive General Liability- coverage shall have limits of not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage including coverages for personal injury, contractual liability, operation of mobile equipment, and products/completed operations. Tenant shall name as additional insured, the City of Orange Beach, its officers, agents and employees. Tenant may be required to furnish certificate of insurance at least 10 days in advance of event. If the Lessee fails to obtain said coverage, the OBEC may cancel the event without penalty to the OBEC or the City of Orange Beach. Tenant will be responsible for insurance verification of vendors.

35. Security: The security profile will be determined by the OBEC staff in conjunction with the tenant and the Orange Beach Police Department. It is the responsibility of the tenant to disclose estimated attendance figures, activities, entertainment and all other pertinent information needed to determine security measures. The use of alcohol, profile of attendees, history of event, duration of event, type of entertainment and space utilized will be taken into account to deem the necessary security personnel which must be hired at the sole expense of the tenant. In all cases, the City of Orange Beach reserves the right to determine the appropriate amount of security and fire marshal protection during all events held at the OBEC. Should the Tenant fail to disclose accurate event statistics, such as attendance figures, the OBEC has the right to prevent attendees from continuing to enter the facility during the event. In general, sporting events that have more than 300 people in the building at one time will be required to hire a minimum of 2 Orange Beach Police Officers for the duration of the event. Weddings, parties and social events serving alcohol and having 100 attendees or more must hire Orange Beach Police Officers. Any event where alcohol is sold will require Orange Beach Police Officers.

PAYMENT, CANCELLATION, ETC.

36. Event Settlements: Billing for all services provided by OBEC/City of Orange Beach to the Tenant will take place immediately after the close of the event. Payment is due upon the receipt. In some circumstances, OBEC may require deposit monies equal to the anticipated billing which may be incurred by the tenant and/or a security deposit for possible building damages prior to the issuance of the Rental Agreement, the deposit monies as defined or required by the rental agreement shall be submitted with the lease.

37. Overtime: Events that run beyond the scheduled agreed upon running time as it appears on the event rental agreement may result in an overtime charge as listed on the rate sheet. In general, this is 12am.

38. Owner Rights of Entry: In permitting the use of the Authorized Areas to the tenant, the OBEC does not relinquish and does hereby retain the right to enforce all rules for the management and operations of such space. Representatives of the OBEC shall at all times retain the Facility's right of control.

39. Cancellation: Any and all cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees. Notice of Cancellation and/or Date Change must be given to the Event Center Coordinator not less than 30 days prior to the event. Fee refunds will be made by check, less a \$10.00 or 20% handling charge, whichever is greater, and will be delivered by mail. No fee refunds will be given for cancellations made within 30 days of the event. Additional terms of cancellation are set forth in the attached policies and procedures.

LEGAL

40. Force Majeure: LOSS OF USE OF FACILITY. Should the OBEC or any part thereof be destroyed or damaged by fire or by any other cause, or if any other casualty, riot or civil disturbance, strike or act of God, floods, epidemics, quarantine restrictions, terrorist acts from a foreign or domestic source, failure of public utilities, exercise of the police power or a proclaimed state of emergency, or any other unforeseen occurrences shall render the fulfillment of a scheduled event impracticable as determined by the Mayor or City Council, the OBEC shall not in any way be liable or responsible to the Lessee for any damage or loss caused thereby. If because of any occurrences listed above or any other such unforeseeable occurrence causes an event in progress to be cancelled or terminated, the City of Orange Beach shall not be liable or responsible to the Lessee for any damage or loss caused thereby.

The OBEC and/or City of Orange Beach reserve the right to delay, postpone or cancel the rental agreement or event conducted at the OBEC. In the event that the rental agreement is cancelled under this clause, the tenant shall be entitled to a full refund of all monies paid. The City of Orange Beach shall not be liable for any damages in connection with cancellations under this clause and tenant expressly waives same and will indemnify and hold harmless the City of Orange Beach for any claims arising hereunder.

41. Reservation of Rights: The OBEC reserves the right to refuse to do business with any individual or entity with a record of illegal activities, law enforcement violations, deceptive business practices or excessive consumer complaints (of either a civil or criminal nature). Should such activities of tenant be discovered or disclosed subsequent to the execution of a Rental Agreement with the OBEC, the OBEC staff shall have the exclusive and immediate right to terminate such Rental Agreement. In the event of said termination, City of Orange Beach, its agents, officials and employees shall not be liable for any damages in connection with said termination. In the event of said termination, any deposits or rental amounts paid will be forfeited to the extent the OBEC is not thereafter rented for like or greater monies.

42. Rental Agreement: The OBEC has no commitment to Tenant until a Rental Agreement has been executed by both parties and payment of the required deposit has been received. Without an executed Rental Agreement, reservations or holds of days or space are merely for the convenience of the Tenant. No commitment for dates or space on behalf of the OBEC shall be final until a Rental Agreement is signed by the Tenant and accepted by the OBEC.

43. Jurisdiction: Any claims arising from this agreement shall be decided by the Courts of Baldwin County, Alabama.

44. Indemnification & Hold Harmless: In consideration of the permission granted to me by the City of Orange Beach to use the Orange Beach Event Center at the Wharf, I hereby indemnify and hold harmless the City of Orange Beach, its agents, servants and employees from any and all claims and causes of action that may arise from injury to me or third parties using the facilities at the Orange Beach Event Center at the Wharf who are injured or suffer property damage that is in any way caused by my use of the Orange Beach Event Center at the Wharf. This indemnity and hold harmless agreement is given to the City of Orange Beach to protect the City and its agents, servants and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of the Orange Beach Event Center at the Wharf.

I have read and understand the above terms and agree to abide by the same.

Renter's Signature: _____ Date: _____

City Personnel: _____ Date: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 11, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing a software service agreement with Zapp Software, LLC, for the 2024 Festival of Art. (DB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Art Center Operating, Professional Fees

ATTACHMENTS:

1. 07-18-23 23-xxx Authorize Software Service Agreement Zapp 2024 Festival of Art

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
SOFTWARE SERVICE AGREEMENT WITH
ZAPP SOFTWARE, LLC
FOR THE 2024 FESTIVAL OF ART**

FINDINGS:

1. The Art Director has requested to use Zapp Software, LLC, for art jury processing software services for the 2024 Festival of Art.
2. After having reviewed the software service agreement (attached Exhibit A), the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute the Software Service Agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the ZAPP Software, LLC, as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 18th DAY OF JULY, 2023.

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. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on July 18, 2023.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
JULY 11, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Grace Stanton for theater performance direction for “Junie B. Jones.” (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): \$2,000, Performing Arts Operating

ATTACHMENTS:

1. 07-18-23 23-xxx Authorize Professional Services Agreement Performing Arts Grace Stanton Junie B Jones
2. 2023.07.07 Professional Services Agreement Grace Stanton Expect Excellence Performing Arts Junie B Jones

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
GRACE STANTON
FOR THEATER PERFORMANCE DIRECTION
FOR “JUNIE B. JONES”**

FINDINGS:

1. The City of Orange Beach has reached an agreement (attached Exhibit A) with Grace Stanton whereby Grace Stanton will provide theater direction for the City’s fall 2023 children’s theater production of *Junie B. Jones* by 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 Grace Stanton 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 18th DAY OF JULY, 2023.

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. 23-xxx, which was duly and legally adopted at a regular meeting of the City Council on July 18, 2023.

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 Grace Stanton, an individual (hereinafter the "Contractor"), as follows:

1. Recitals.

WHEREAS, the City desires to engage Contractor to provide theatrical performance direction for the City's Expect Excellence Performing Arts program's fall 2023 children's theatre performance of "Junie B. Jones," or such other production as selected by the City;

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

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

2. Consulting Services to be Performed.

- a) Contractor will provide theatre direction for the City's fall 2023 children's theatre performance of "Junie B. Jones," or such other production as selected by the City.
- b) Contractor will perform such other services with regard to the City's directing, costume, lighting and set design, and supervision during rehearsals, 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 \$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 advance by the City.
- c) Contractor shall be paid in three (3) monthly payments of \$666.67, \$666.67, and \$666.66, upon the City's receipt of properly documented invoices for directing services performed.

4. Term.

The term of this Agreement is three (3) months commencing July 10, 2023, and ending September 30, 2023.

5. Independent Contractor.

- a) Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor.
- b) Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense as City may from time to time request to indicate that it is an independent Contractor. City does not, and will not, assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed but, on the contrary, Contractor shall be wholly responsible therefor.

6. Insurance.

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

7. Assignment.

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

8. Compliance with Law.

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

9. Termination.

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

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

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

13. Law Governing.

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

14. Permits, etc.

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

15. Background Check and Drug Testing.

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

16. Notices.

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

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

And to Contractor:

Copy to:
City Attorney
P.O. Box 458
Orange Beach, AL 36561
Grace Stanton
18818 Sims Drive
Gulf Shores, AL 36542

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the ____ day of _____, 2023.

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

Grace Stanton, 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 _____, 2023.

(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 Grace Stanton, 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 _____, 2023.

(SEAL)

Notary Public
State of Alabama
My Commission Expires: _____