



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Regular Council Meeting 09/12/2023
2. Committee of the Whole 09/12/2023

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

1. Set a meeting for the Solid Waste Authority. (Suggested date 10/17/2023 at 4:45 P.M.) (RE)
2. Discuss appointment of Municipal Judge. (TK)

Resolutions

1. Resolution awarding the bid for the Community Center Addition. (GS/RE)
2. Resolution awarding the bid for Rosemary Dune Cabins. (PW/RE)
3. Resolution awarding the bid for Trap and Skeet Machines. (PW/RE)
4. Resolution awarding the bid for Football and Soccer Field Turf Installation. (GS/RE)
5. Resolution authorizing a franchise renewal for "A" Ms. Mary Taxi Service LLC, dba A-1 Ms. Mary Taxi Service) to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. (TC/RE)

6. Resolution authorizing the execution of a professional services agreement with Kimley-Horn and Associates, Inc., for engineering services. (KA)
7. Resolution authorizing the execution of a performance contract with Anne Gajda for golf instruction services. (AG/FH)
8. Resolution authorizing the execution of two service agreements with the Safe Harbor Animal Coalition (SHAC) for the removal of feral cats from active beach mouse habitats. (PW)
9. Resolution adopting rental agreements and establishing a schedule of fees for the Coastal Arts Center. (DB/JL)
10. Resolution authorizing the purchase of Chairs for the Event Center through the BuyBoard purchasing cooperative from MityLite Inc. in the amount of \$96,096. (AB)

Public Hearings

Ordinances

V. Public Comments

VI. Adjourn

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
SEPTEMBER 12, 2023 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 5:02 P.M.
- II. INVOCATION** Reverend Jim Kinder, Orange Beach United Methodist Church
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

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

Absent: Councilmember Annette Mitchell
Councilmember Jeff Boyd

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Regular Council Meeting	08/15/2023
Committee of the Whole	08/15/2023
Work Session	08/29/2023

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. <u>Mayor/Council</u> | |

Mayor Kennon announced the opening of the roundabout tomorrow morning, Wednesday, September 13, 2023. He reminded the public that vehicles entering the roundabout must yield to vehicles already in the roundabout.

VIII. AUDITING OF ACCOUNTS

Motion made (Blalock/Silvers) to certify that cash requirements with no related interests are within budget and appropriate for payment. Vote revealed: Silvers, aye; Johnson, aye; Blalock, aye; Kennon, aye. **Motion passed. (4-0).**

Motion made (Blalock/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; Blalock, aye; Kennon, aye. **Motion passed. (3-0-1).**

IX. PRESENTATIONS

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

Resolutions

1. Resolution awarding the bid for the new Wildlife Center, Phase II Interior Buildout, to Rolin Construction, Inc., in an amount not to exceed \$720,000. **Motion made (Silvers/Johnson) to postpone consideration until the next council meeting on October 3rd.** Vote unanimous in favor. **Motion passed.**

Ordinances

1. Second Reading – Ordinance amending Chapter 10, Article II, Section 10-28 of the Code of Ordinances of the City of Orange Beach, Alabama, to ban exotic animals and provide regulations for sheltering by agents of recognized wildlife associations and zoos. **Motion made (Johnson/Blalock) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Blalock, aye; Kennon, aye. **Motion passed. (4-0).**
2. Second Reading – Ordinance amending Chapter 2, Article II, Division 2, Section 2-40(b) of the Code of Ordinances of the City of Orange Beach, Alabama, to establish an electronic meeting policy for City Council. **Motion made (Silvers/Blalock) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Blalock, aye; Kennon, aye. **Motion passed. (4-0).**

XII. NEW BUSINESS

Resolutions

1. Resolution amending Resolution No. 23-070 and authorizing the purchase of a Knuckleboom Truck for the Public Works Department through the Sourcewell purchasing cooperative from Ingram Equipment Company, LLC, in the amount of \$234,926. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution authorizing the execution of a performance contract with Tanner Myatt for golf instruction services. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution authorizing the execution of a performance contract with Brandy Reeves for tennis instruction services. **Motion made (Blalock/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

4. Resolution authorizing the purchase of a Drone for the Police Department through the Sourcewell purchasing cooperative from Axon Enterprise, Inc., in the amount of \$69,324.84. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor.
5. Resolution authorizing the purchase of Six Drones for the Police Department through the BuyBoard purchasing cooperative from Adorama Camera, Inc., in the amount of \$90,029.58. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution authorizing the execution of a professional services agreement with Sun Coast Builders, Inc., for structural engineering and related services. **Motion made (Blalock/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
7. Resolution authorizing the execution of a task order with Sun Coast Builders, Inc., to provide structural engineering services for the Temporary High School Weight Room in an amount not to exceed \$2,500. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
8. Resolution authorizing the execution of a task order with Sun Coast Builders, Inc., to provide structural engineering services for Batting Cages in an amount not to exceed \$3,800. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
9. Resolution authorizing execution of a professional services agreement with J. F. Morris Performance LLC for theater performance direction for "The Wizard of Oz." **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
10. Resolution authorizing the execution of a use agreement with the Coastal Alabama Business Chamber for the 50th Annual National Shrimp Festival. **Motion made (Johnson/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
11. Resolution authorizing a franchise for CrozzzzCabz, Inc., to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. **Motion made (Blalock/Silvers) to postpone consideration until the next council meeting on October 3rd.** Vote unanimous in favor. **Motion passed.**
12. Resolution authorizing a franchise for Gulf Logistics, LLC, dba Gulf Limousine, to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
13. Resolution authorizing a franchise for Coast Group Transportation, LLC, dba Coast Cab, to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. **Motion made (Blalock/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
14. Resolution authorizing a franchise for BCC Waste Solutions, LLC, to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
15. Resolution authorizing the purchase of Lighting for the Softball Field at the Sportsplex through the Sourcewell purchasing cooperative from Musco Sports Lighting, LLC, in the amount of \$86,500. **Motion made (Johnson/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
16. Resolution amending the Fiscal Year 2023 Budget to create a project budget for a Temporary School Weight Room not to exceed \$250,000. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

17. Resolution authorizing the City to provide support for the 2023 Orange Beach City Schools Homecoming Celebration. **Motion made (Blalock/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

Ordinances

1. First Reading – Ordinance amending Chapter 70, Article II, Section 70-22 of the Code of Ordinances for the City of Orange Beach, Alabama, to change the speed limit on portions of Canal Road and State Highway 180. **Motion made (Silvers/Johnson) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Blalock, aye; Kennon, aye. **Motion passed. (4-0).** **Motion made (Silvers/Blalock) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Blalock, aye; Kennon, aye. **Motion passed. (4-0).**

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:17 P.M.

APPROVED this the 17th day of October, 2023.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
SEPTEMBER 12, 2023 – 5:17 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the October 3, 2023, agenda.

The following members were present:

Mayor Tony Kennon
Councilmember Jeff Silvers
Councilmember Jerry Johnson
Councilmember Joni Blalock

The following members were absent:

Councilmember Annette Mitchell
Councilmember Jeff Boyd

The following items were discussed:

1. Discuss appointment of Municipal Judge.
2. Resolution authorizing the execution of a consulting agreement with The Andy Andrews Group for an employee training program.
3. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0901-CU-23, McInnis Company Office and Storage on October 3, 2023.

Public Comments:

None

There being no further business, the meeting adjourned.

Time: 5:20 P.M.

APPROVED this 17th day of October, 2023.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 3, 2023**

Departments: City Clerk

Description of Topic: Set a meeting for the Solid Waste Authority. (Suggested date 10/17/2023 at 4:45 P.M.) (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 3, 2023**

Departments: City Clerk

Description of Topic: Discuss appointment of Municipal Judge. (TK)

Background/Description: The two year term of Judge Callaghan expires September 20, 2023.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 3, 2023**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for the Community Center Addition.
(GS/RE)

Background/Description: Bid opening scheduled for October 12, 2023.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 3, 2023**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for Rosemary Dune Cabins. (PW/RE)

Background/Description: Bid opening scheduled for October 12, 2023.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 3, 2023**

Departments: City Clerk

Description of Topic:

Resolution awarding the bid for Trap and Skeet Machines. (PW/RE)

Background/Description: Bid opening scheduled for October 12, 2023.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 3, 2023**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for Football and Soccer Field Turf Installation. (GS/RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 3, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing a franchise renewal for "A" Ms. Mary Taxi Service LLC, dba A-1 Ms. Mary Taxi Service) to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. (TC/RE)

Background/Description: Franchise renewal

Action Options/Recommendation:

Source of Funding (if applicable): N/A

ATTACHMENTS:

1. 10-17-23 23-xxx Authorize Franchise Taxi A-1 Ms Mary
2. 2023.09.29 Franchise Renewal - Taxi - A-1 Ms Mary Taxi Service_public

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING A FRANCHISE RENEWAL FOR
“A” MS. MARY TAXI SERVICE LLC (DBA A-1 MS. MARY TAXI SERVICE)
TO OPERATE A TAXI SERVICE WITHIN THE CITY LIMITS AND
POLICE JURISDICTION OF THE CITY OF ORANGE BEACH**

FINDINGS:

1. “A” Ms. Mary Taxi Service LLC, doing business as A-1 Ms. Mary Taxi Service, has made application for a non-exclusive franchise for the use of city streets to operate a taxi service within the city limits and police jurisdiction.
2. The City of Orange Beach is willing to grant a non-exclusive franchise on the terms and conditions set out in the City’s taxi ordinance.

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 attached franchise agreement by and between the City of Orange Beach and “A” Ms. Mary Taxi Service LLC, dba A-1 Ms. Mary Taxi Service, subject to final review by the City Attorney; and
2. “A” Ms. Mary Taxi Service LLC, dba A-1 Ms. Mary Taxi Service, within 30 days, shall file its acceptance of the terms of the franchise in the form attached.

ADOPTED THIS 17th DAY OF OCTOBER, 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 October 17, 2023.

City Clerk

**FRANCHISE AGREEMENT AUTHORIZING
“A” MS. MARY TAXI SERVICE LLC (DBA A-1 MS. MARY TAXI SERVICE)
TO OPERATE A TAXI SERVICE WITHIN THE CITY LIMITS AND
POLICE JURISDICTION OF THE CITY OF ORANGE BEACH**

This Franchise Agreement is made and entered into by and between the City of Orange Beach, Alabama (hereinafter “City”) and “A” MS. MARY TAXI SERVICE LLC, dba A-1 MS. MARY TAXI SERVICE (hereinafter “Franchisee”).

The City, as a municipal corporation of the State of Alabama, has determined that public convenience and necessity warrants the grant of a franchise for the operation of a taxicab service within the corporate limits of the City.

Franchisee desires to acquire, and the City desires to grant, a franchise for the operation of a taxicab service within the City on the terms and conditions hereinafter set out.

In consideration of the foregoing and of the mutual covenants and agreements hereinafter set out, the receipt and sufficiency of which is hereby mutually acknowledged, it is hereby understood, acknowledged, covenanted, and agreed by and between the parties as follows:

SECTION 1 - Definitions

As used in this franchise, the following terms shall have the meaning assigned as follows:

Bus: Any vehicle designed, constructed or used for the transportation of 16 or more passengers, including the driver, or any vehicle required to obtain commercial licenses and permits pursuant to state and federal laws governing commercial vehicles.

Business: A single act of transporting a passenger or passengers for hire, excluding transportation provided by any public transit agencies.

Business License: The license required by Article III, Sections 50-51 thru 50-63 of the Code of the City of Orange Beach, to operate a taxicab or limousine within the City.

City: The City of Orange Beach and its police jurisdiction.

City Driver’s Permit: A permit issued by the police department for the operation of a taxicab or limousine by an applicant thereof.

Driver / Operator: Any person engaged in the business of operating a taxicab or limousine within the City or its police jurisdiction.

Franchise: The right or special privilege to conduct business in accordance with the methods, procedures, ordinances and regulations of the City of Orange Beach. The franchise is conferred upon the individual or corporation wishing to do business within the City or its police jurisdiction by signed agreement of the franchise applicant on a form provided by the City of Orange Beach, following acceptance and approval of the governing body.

Limousine: A motor vehicle used in the business of transporting passengers for hire in the City or its police jurisdiction, not operated on a fixed route. Limousines are unmetered, unmarked, ground transportation vehicles regularly engaged in the business of transporting passengers on a pre-reserved basis only. Provided, however, the classification “limousine” shall not apply to any motor vehicle which is:

- (1) Classified as a taxicab as herein defined.
- (2) Used exclusively by or under a written agreement with a hotel, motel, airport, hospital, club or other such entity for the transportation of its members, guests, patients or clients; provided, that each vehicle under such agreement will have the same distinctive visible outside painted

appearance as each other vehicle under the agreement to any such hotel, motel, airport, hospital, club or other such entity.

(3) Operated as a bus under a franchise granted by the City.

Owner: A person owning or controlling one or more taxicabs or limousines and driving or causing any such vehicle to be driven within the City or its police jurisdiction.

Passenger: A person or persons other than the driver, who is an occupant of a taxicab or limousine, who for the purposes of this ordinance, is presumed to be a passenger or passengers for hire.

Person: An individual, partnership, firm, association, corporation or any other legal entity.

Taxicab: A metered general transportation vehicle regularly engaged in the business of transporting passengers. Any automobile or similar vehicle having a regular seating capacity limited to the number of passengers for which there is an operational, manufacturer installed seatbelt for each individual passenger, engaged in carrying passengers for hire other than along a fixed route. Provided, however, the classification "taxicab" shall not apply to any motor vehicle which is:

(1) Classified as a limousine as herein defined.

(2) Used exclusively by or under a written agreement with a hotel, motel, airport, hospital, club or other such entity for the transportation of its members, guests, patients or clients; provided, that each vehicle under such agreement will have the same distinctive visible outside painted appearance as each other vehicle under the agreement to any such hotel, motel, airport, hospital, club or other such entity.

(3) Operated as a bus under a franchise granted by the City.

Terminal: The fixed base of operations from which the applicant proposes to conduct the taxicab or limousine business.

SECTION 2 - Grant of Franchise

Franchisee is hereby granted a franchise to operate a taxicab service on the public rights of way of the City for the term and upon the terms and conditions set out herein and according to the requirements of Chapter 70, Article VI, Code of Ordinances, City of Orange Beach, the terms of which are incorporated in the statute.

SECTION 3 - Term of Franchise

This franchise shall become effective upon its adoption by the City Council and when Franchisee files its acceptance, attached hereto as Exhibit A, and furnishes proof that it has complied with all of the terms of this Franchise. This Franchise shall expire, unless sooner terminated or extended in writing after the approval of the City, on December 31, 2024.

SECTION 4 - Fares and Receipts

Fare rates, drop fees and mileage rates for any metered taxicab shall be posted in a place in such taxicab that is well lighted and clearly visible to any passenger within such vehicle. A receipt in writing for the amount of metered taxicab fare paid shall be given by the operator or driver of the taxicab to whom such fare is paid, or request of any person paying the same. Such receipt shall show the exact amount of the fare paid, the origin, destination, date and hour of the trip; the state license tag number of the taxicab; the name of the taxicab company and the name of the operator or driver.

SECTION 5 - Termination or Suspension of Franchise Rights

Franchisee's rights under this Franchise may be terminated or suspended by the City in its sole discretion upon Franchisee or any agent or employee of Franchisee violating or failing to comply with any of the provisions of this Franchise Agreement or City Code.

SECTION 6 - Compliance with All Applicable Laws and Regulations

Franchisee shall at all times be and remain in compliance with City Code, all other municipal laws and regulations, and all other State and Federal laws and regulations applicable to its business and operations, including, without limitation, all licensing and taxation laws and regulations.

SECTION 7 - General Provisions

- (a) The rights of Franchisee hereunder may not be assigned or transferred in whole or in part.
- (b) The rights of Franchisee hereunder are non-exclusive, and the City fully retains the right to grant additional franchises for the same or similar activities.
- (c) Nothing in this Franchise is to be construed as a limitation on the City's authority to further regulate the business or operation of taxicabs or other incidences of Franchisee's business or operations by municipal ordinance or on the City's plenary authority to regulate and control the use of its streets, alleys, and public ways.
- (d) The grant and continuance of this Franchise is expressly conditioned on payment of the appropriate franchise fees in the amount of 2% of gross receipts on the 15th day of the month following the end of each quarter during the term of this Franchise, on the payment of all expenses of publication of this Franchise and on the payment to the City of the expense of preparation of this Franchise upon its execution in the amount of \$250.00. A 25% penalty will be assessed if payment is not received within ten (10) days of the due date. Failure to make any such payment when due shall automatically render this Franchise void.
- (e) Franchisee shall indemnify the City and its officers, agents and employees from any actions or damages of any character to any person, including personal injuries resulting in death or property damage by the conduct of Franchisee's business. Franchisee shall pay any judgment, with costs, obtained against the City, its officers, agents, or employees arising out of any such injury or damage, including costs and expenses of defense.
- (f) In the event the City finds it necessary to employ legal counsel in connection with the enforcement of this Franchise Agreement or the defense of actions taken with regard to the termination of this Franchise Agreement, Franchisee shall reimburse the City for all expenses incurred, including reasonable attorneys' fees.

Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

"A" MS. MARY TAXI SERVICE LLC
dba A-1 MS. MARY TAXI SERVICE
Franchisee

By: _____

Its: _____

**ACCEPTANCE OF A FRANCHISE
IN THE CITY OF ORANGE BEACH, ALABAMA**

RECITALS:

1. The City of Orange Beach, Alabama ("City") by action of its City Council on October 17, 2023, adopted Resolution No. 23-xxx ("Resolution") approving a non-exclusive franchise for the use of the public streets to provide taxicab services under the terms and conditions set out in the Franchise Agreement for "A" MS. MARY TAXI SERVICE LLC, dba A-1 Ms. Mary Taxi Service ("Provider").
2. The Resolution requires the Provider to accept the terms of the Resolution in a form and substance acceptable to the City.

NOW, THEREFORE, pursuant to the terms and requirements of the Resolution, and in consideration of the City's approval of the Franchise, Provider accepts the Franchise and makes the following representations and warranties to the City:

1. Provider is authorized to do business in Alabama and has full power, authority, and legal capacity to execute, deliver, and perform this Acceptance and perform the terms and conditions of the Franchise;
2. All actions necessary to authorize the execution and delivery of this Acceptance and the performance of the Franchise, have been duly authorized;
3. Provider has carefully read the terms and conditions of the Franchise and accepts all of the terms and conditions imposed thereunder, and agrees to abide by the same;
4. Provider acknowledges by acceptance of the Franchise that it has not been induced to accept the Franchise by reason of any promise, verbal or written, by or on behalf of the City, or by any third person, regarding any term or condition of the Franchise not expressed therein;
5. The Provider agrees to comply with all of the terms and conditions of the City's Ordinances and other laws and rules applicable to Providers' business;
6. Provider will immediately notify the City if it be engages in an activity that is neither contemplated nor authorized under the terms of the Agreement; and
7. Concurrent with this acceptance of the Agreement, Provider agrees to perform the following tasks within thirty (30) days of the adoption of the Resolution and any necessary publication, unless another date is specified in the Agreement:
 - A. Pay all required application fees required under the terms of the Agreement;
 - B. Pay the costs of any necessary publication;
 - C. File a certificate of insurance as required under the terms of the Agreement; and
 - D. Acquire a business license from the City of Orange Beach.

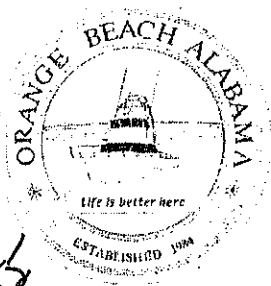
Failure to perform all such actions within a timely manner shall be deemed to be a rejection and repudiation of the Franchise Agreement.

Dated: _____

"A" MS. MARY TAXI SERVICE LLC
dba A-1 MS. MARY TAXI SERVICE

By: _____

Its: _____



#9032

#0095885
\$250.⁰⁰CITY of ORANGE BEACH
FRANCHISE APPLICATION
For Taxi, Shuttle and/or Limousine Service☐ NEW
☒ RENEWAL

#11055

Legal Name of Business A-1 MS. Mary Taxi Service

Applicant's Name Terri Dixon

Mailing Address 2508 Henrietta Fulford PL Gulf Shores, AL 36542

Physical Address of Terminal (Office) Home office

Physical Address Vehicle Storage N/A

Telephone 251-981-9300 E-Mail msmarytaxi@gmail.com

Type of Franchise Requested Taxi/Limo Franchise

Number of Vehicles Operating 2

Owner/Officers	Address	DOB
<u>Terri Dixon</u>	<u>2508 Henrietta Fulford PL GSA</u>	<u>12-07-62</u>

Drivers	Address	DOB
<u>Terri Dixon</u>	<u>2508 Henrietta Fulford PL GSA</u>	<u>12-07-62</u>
<u>Robin Wright - copy being provided Gulf Shores, AL</u>		
<u>by DBPD, per Brittany</u>		

\$250.00 NON-REFUNDABLE APPLICATION FEE SHALL BE PAID WITH APPLICATION

DATE PAID 2-14-23

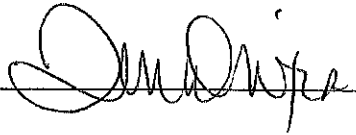
1. Attach copy of driver's license for ALL owners, officers and drivers.
2. Attach at least two (2) completed Applicant Reference Forms, for applicant and each owner/officer.
3. Attach a copy of proof of insurance showing City of Orange Beach as additional insured.
4. Attach a financial statement showing in detail applicant's current financial condition.



Applicant has read and understands City of Orange Beach Code of Ordinance Chapter 70 article VI and agrees to comply with all requirements to operate in the city.

Applicant agrees to pay all costs and expenses incurred by the City in preparation of the Franchise agreement and the enactment of the enabling ordinance, to include attorney's fees for drafting of the Franchise agreement.

APPLICANT UNDERSTANDS THAT THE FILING OF THIS APPLICATION DOES NOT, IN ITSELF, CONSTITUTE AUTHORITY TO OPERATE AND WILL SUBMIT SUCH ADDITIONAL INFORMATION IN CONNECTION WITH THIS APPLICATION AS THE COUNCIL MAY REQUIRE.

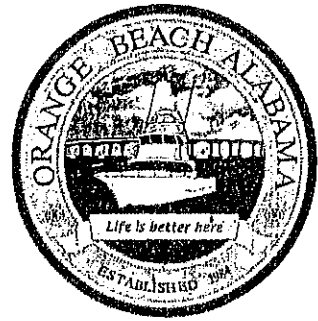
Applicant Signature  Date 2-14-23



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0-1



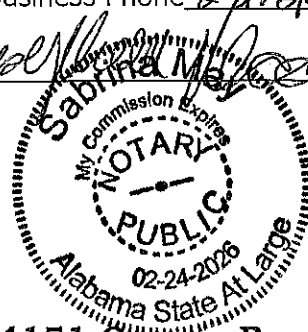
TAXI AND/OR LIMOUSINE SERVICE APPLICANT REFERENCE FORM

NOTICE TO APPLICANT: You must submit two (2) Applicant Reference Forms filled out and signed by two (2) separate individuals who are not related to you in any way, including through marriage. This form must be signed by the character reference and his/her signature must then be notarized. **Supplying false information on this document may result in criminal charges being filed.**

Terrell Dixon
A - Ms Mary Taxi Service (name of applicant), has filed an application to operate a for-hire vehicle/business in Orange Beach, AL. As a character reference for the applicant, please complete this form and return it to the applicant for submission with his/her Franchise Application.

1. Is the applicant related to you by blood or marriage? YES ☒ NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 10 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: Business
4. How would you rate the applicant in the following areas? Place a check mark where appropriate:
Character ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Honesty ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Reliability ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
YES ☒ NO IF YES, please describe the extent of use: _____
6. Would you recommend that the City of Orange Beach, AL grant the applicant a franchise/license? YES ☒ NO ☐
7. Please provide any further comment that you feel is relevant on the back of this form.

Print Name of Character Reference Josephine Photos
Address of Character Reference 571 East 24th Ave
(city) Gulf Shores (state) AL (zip) 36542
Cell phone 251.269.5800 Home phone 251.269.5800 Business Phone 251.20.3553
Dated: 2/14/2023 Signature of Character Reference Josephine Photos
Sworn before me this 14 day of February, 2023.
Notary Public Signature John My





TAXI AND/OR LIMOUSINE SERVICE APPLICANT REFERENCE FORM

NOTICE TO APPLICANT: You must submit two (2) Applicant Reference Forms filled out and signed by two (2) separate individuals who are not related to you in any way, including through marriage. This form must be signed by the character reference and his/her signature must then be notarized. **Supplying false information on this document may result in criminal charges being filed.**

AMS Mary Taxi Service LLC Terrell Dixon
(name of applicant), has filed an application to operate a for-hire vehicle/business in Orange Beach, AL. As a character reference for the applicant, please complete this form and return it to the applicant for submission with his/her Franchise Application.

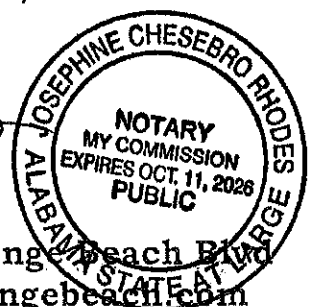
1. Is the applicant related to you by blood or marriage? YES ☒ NO
If yes, stop here and return form to applicant.
2. I have known the applicant for 10 years. Must exceed one (1) year.
3. Describe your relationship with the applicant: Business
4. How would you rate the applicant in the following areas? Place a check mark where appropriate:
Character ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Honesty ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
Reliability ☒ very high ☐ high ☐ average ☐ below average ☐ not acceptable
5. To the best of your knowledge, does the applicant use intoxicating beverages or drugs?
YES ☒ NO IF YES, please describe the extent of use: _____
6. Would you recommend that the City of Orange Beach, AL grant the applicant a franchise/license? ☒ YES ☐ NO
7. Please provide any further comment that you feel is relevant on the back of this form.

Print Name of Character Reference Chlorp Norris
Address of Character Reference 24254 Canal Rd
(city) Orange Beach (state) AL (zip) 36561
Cell phone 251-210-3533 Home phone _____ Business Phone _____

Dated: 2/14/23 Signature of Character Reference: [Signature]

Sworn before me this 14 day of Feb., 2023

Notary Public Signature: [Signature]





**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 3, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a professional services agreement with Kimley-Horn and Associates, Inc., for engineering services. (KA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 10-17-23 23-xxxx Authorize Professional Services Agreement Kimley Horn
2. 2023.09.29 Professional Service Agreement Kimley Horn

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
KIMLEY-HORN AND ASSOCIATES, INC., FOR
ENGINEERING SERVICES**

FINDINGS:

1. The City of Orange Beach and Kimley-Horn and Associates, Inc., have reached an agreement (attached Exhibit A) whereby Kimley-Horn and Associates, Inc., will provide engineering services for the City of Orange Beach.
2. The Agreement authorizes work to be assigned by one or more task orders approved from time to time by the City Council.
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.
4. The term of this agreement shall be for twenty-four (24) months from the date of adoption by the Orange Beach City Council.

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

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

ADOPTED THIS 17th DAY OF OCTOBER, 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 October 17, 2023.

City Clerk

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (hereinafter "Agreement") is made and entered into by and between the City of Orange Beach, an Alabama Municipal Corporation (hereinafter "City"), and Kimley-Horn and Associates (hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in the business of providing Engineering Design, Program Management, and Construction Administration/Observation services;

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

NOW THEREFORE,

WITNESSETH:

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

I. SERVICES TO BE PERFORMED

Contractor agrees to perform Engineering Design, Program Management and Construction Administration/Observation services, and to represent the City as requested as their Consultant on a variety of assigned projects. Each project will be assigned to Contractor in the form of a written Task Order describing the scope of work. A copy of this Agreement shall be attached to each Task Order.

II. COMPENSATION

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

See Attachment A for Standard Schedule of Fees

III. TERM OF AGREEMENT

Unless terminated earlier in accordance with the termination provisions of this Agreement, the term of this Agreement shall commence upon its adoption by the Orange Beach City Council and shall continue thereafter for twenty-four (24) months.

IV. GENERAL PROVISIONS

- A. Contractor agrees to permit at all reasonable times and places an audit of its books and records by City's duly authorized representatives.
- B. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

- C. Contractor shall act as a representative of the City, under the direct supervision of the City. Contractor shall have no authority to obligate the City in any way whatsoever. In the performance of his duties, the Contractor shall be deemed an independent contractor.
- D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or denied solely at City's discretion.
- E. Contractor hereby agrees to comply strictly with all ordinances of the City of Orange Beach, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.
- F. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement.
- G. Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability, in connection with federally funded programs.
- H. City may terminate this Agreement with or without cause at any time by giving written notice to Contractor of such termination (herein called a "Notice of Termination"), specifying the effective date thereof not less than thirty (30) calendar days before the effective date of the termination. Contractor shall have the right to terminate this Agreement by giving City written notice and remaining in service for a reasonably sufficient time to allow City to seek a suitable replacement. Should Contractor be terminated pursuant to the terms of this subpart, then this Agreement shall terminate on the last day of Contractor's current month of employment and City shall not be liable for any compensation beyond that date.
- I. Contractor agrees to indemnify and hold the City, its elected officials, officers, and employees whole and harmless from all costs, liabilities and claims for damages of any kind arising in any way out of the negligent acts, errors or omissions of the contractor in performance of this Agreement and/or the negligent acts of the Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising from Contractor's negligent acts under this Agreement, Contractor agrees to indemnify and hold the City harmless from all costs, including reasonable attorneys' fees and expenses, associated with same. This duty shall survive the termination of this contract.
- J. All notices of cancellation, requests, demands, or other communications shall be in writing and duly delivered to the following address for City at:

Renee Eberly, City Clerk
P.O. Box 458
Orange Beach, Alabama 36561
Copy to: City Attorney

And to Contractor at:
Adam Spence, Project Manager
11 North Water Street
RSA Battle House Tower, Suite 9290
Mobile, AL 36602

- K. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.
- L. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.
- M. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.
- N. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be Baldwin County, Alabama.
- O. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

V. INSURANCE

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

Worker's Compensation – as required by State of Alabama law

General Liability Insurance – public liability including premises, products, complete operations and automobile comprehensive and liability, including owned, non-owned, and hired vehicles. On General Liability Insurance, insurance policy shall name the City of Orange Beach as an additional insured

Either:

- (1) Bodily injury liability
 - \$250,000 each person
 - \$500,000 each occurrence
 - Property damage liability
 - \$100,000 each occurrence

Or,

- (2) Bodily injury and property damage combined
 - \$500,000 per occurrence

Professional Liability Insurance – coverage limits of \$3,000,000 each claim and policy aggregate, an extended discovery period to apply for at least two (2) years after work is accepted by the City of Orange Beach, and a deductible not to exceed \$250,000 for which the Contractor will remain solely responsible.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

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

VI. CONFIDENTIALITY

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

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

CITY OF ORANGE BEACH, A Municipal Corporation

By: _____
Mayor Tony Kennon

ATTEST:

City Clerk

CONTRACTOR: Kimley-Horn and Associates, Inc.

By:  _____

Its: *Associate*

STATE OF ALABAMA
COUNTY OF BALDWIN

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

Given under my hand and seal this the _____ day of _____, 2023.

(SEAL)

Notary Public
State of Alabama At-Large
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF Mobile

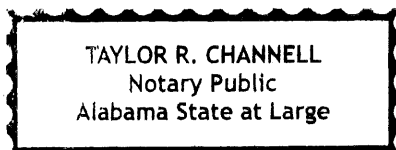
I, the undersigned Notary Public, in and for said county in said state, hereby certify that Charles Starling, whose name as Associate of Kimley-Horn and Associates, an Alabama corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this the 6th day of September, 2023.

(SEAL)

Taylor R. Channell

Notary Public
State of Alabama At-Large
My Commission Expires: Aug. 03, 2026
My Commission Expires: _____



Attachment A

Standard Schedule of Fees

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst I	\$115 - \$145
Analyst II	\$155 - \$180
Professional	\$180 - \$210
Senior Professional I	\$235 - \$300
Senior Professional II	\$330 - \$395
Senior Technical Support	\$110 - \$285
Technical Support	\$100 - \$160
Support Staff	\$80 - \$130

Effective through June 30, 2024

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract



**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 3, 2023**

Departments: City Clerk

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

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 10-17-23 23-xxx Authorize Professional Services Agreement Golf Pro Anne Gajda
2. 2023.08.19 Performance Contract Anne Gajda Golf

RESOLUTION NO. 23-xxx

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

FINDINGS:

1. The City of Orange Beach and Anne Gajda have reached an agreement (attached Exhibit A) whereby Anne Gajda will provide golf instruction services for the City of Orange Beach.
2. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

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

ADOPTED THIS 17th DAY OF OCTOBER, 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 October 17, 2023.

City Clerk

PERFORMANCE CONTRACT

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

1. Recitals:

- a. Contractor is a golf teacher who provides instruction.
- b. The City desires to engage Contractor to provide such services for the benefit of Orange Beach residents and visitors.
- c. In consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties do hereby covenant and agree as follows.

2. Contractor’s Obligations:

- a. Contractor shall offer golf lessons, and related skill-development classes at the Orange Beach Golf Center.
- b. Contractor shall provide, at no charge at least twenty hours a year of golf instruction for the City’s Expect Excellence Program and/or the public schools within the City of Orange Beach.
- c. Contractor must have an Orange Beach Business License.
- d. Contractor will schedule lesson times with the Orange Beach Golf Center prior to the lessons.

3. City’s Obligations:

- a. City agrees to make available during normal operational hours an agreed portion of the range for the Contractor to provide lessons.
- b. City will provide an indoor space during weather events if the room is not previously booked.
- c. City will provide students free memberships/discounted golf center rates and free range tokens during the year.

4. Compensation:

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

5. Term:

The term of this agreement shall begin on November 25 2023, and end on April 30, 2024, unless terminated earlier in accordance with paragraph 10. This agreement may be renewed annually by resolution adopted by the City Council.

6. Independent Contractor:

- a. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.
- b. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an Independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an

Independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefor.

7. Assignment:

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

8. Insurance:

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

9. Indemnity:

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

10. Compliance with Law:

Contractor hereby agrees to comply strictly with all the laws of the State of Alabama and of the United States, and the laws and ordinances of any other jurisdiction in which contractor may perform any work pursuant to this agreement.

11. Termination:

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

12. Final Agreement:

This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings

or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

13. Modifications:

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

14. Severability:

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

15. Laws Governing:

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

16. Permits, Licensing, etc:

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

17. Confidentiality:

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

18. Notices:

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

City of Orange Beach:

City Clerk
Post Office Box 458
Orange Beach, Alabama 36561

With Required Copy to:

City Attorney
Post Office Box 458

Orange Beach, Alabama 36561

And to Contractor:

Anne Gajda
8072 Park Lane
Ypsilanti, MI 48198

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

CITY OF ORANGE BEACH,
An Alabama Municipal Corporation

By: _____
Mayor Anthony T. Kennon

ATTEST:

Renee Eberly, City Clerk

CONTRACTOR:

ANNE GAJDA

By: _____
Anne Gajda

STATE OF ALABAMA
COUNTY OF BALDWIN

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

Given under my hand and seal on the _____ day of _____, 2020.

(SEAL)

Notary Public
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Alex Huffman is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the above and foregoing, she, as such owner and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

Given under my hand and seal on the _____ day of _____, 2020.

(SEAL)

Notary Public
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 3, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of two service agreements with the Safe Harbor Animal Coalition (SHAC) for the removal of feral cats from active beach mouse habitats. (PW)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Beach Mouse Conservation Funds

ATTACHMENTS:

1. 10-17-23 23-xxx Authorize Service Agreements Safe Harbor Animal Coalition Feral Cats Beach Mouse
2. Memo 2023.09.28 - Safe Harbor Animal Coalition Feral Cat Coastal Resources
3. 2023.09.29 Service Agreement Safe Harbor Animal Coalition Daphne
4. 2023.09.29 Service Agreement Safe Harbor Animal Coalition Panama City

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF
TWO SERVICE AGREEMENTS WITH THE
SAFE HARBOR ANIMAL COALITION (SHAC) FOR THE
REMOVAL OF FERAL CATS FROM ACTIVE BEACH MOUSE HABITATS**

FINDINGS:

1. The Perdido Key Beach Mouse and the Alabama Beach Mouse are both endangered species with active habitats in Orange Beach, Alabama.
2. The City of Orange Beach receives Alabama Beach Mouse Conservation Funds and Perdido Key Beach Mouse Conservation Funds as part of development permitting process, the expenditure of these funds being subject to approval by U.S. Fish and Wildlife Service (FWS) offices in Panama City, Florida, and Daphne, Alabama.
3. The feral cat population in Orange Beach poses a great threat to the endangered beach mouse species due to the predatory nature of the cats.
4. The Safe Harbor Animal Coalition (SHAC) is a non-profit organization in Baldwin County, Alabama whose primary goal is to address an unabated feral cat population. Their benefactors have made land available on which SHAC will construct and operate the Safe Harbor Animal Refuge ("the Refuge"), where feral cats captured from beach mouse habitats in Orange Beach can be relocated
5. The City of Orange Beach and SHAC have come to these agreements (Attachments A and B) which satisfy the requirements of the Panama City, Florida, and Daphne, Alabama, FWS offices, wherein the City will provide agreed upon amounts to SHAC in return for the implementation of their Trap, Neuter, Removal (TNR) Program within the City.
6. The Council has determined that it is in the best interest of the City of Orange Beach to authorize the execution of the attached Service Agreements with Safe Harbor Animal Coalition.

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

1. That the Mayor is hereby authorized to execute the attached Service Agreements in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Safe Harbor Animal Coalition, a 501(c)3 non-profit, 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 17th DAY OF OCTOBER, 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 October 17, 2023.

City Clerk



CITY OF ORANGE BEACH
ENGINEERING AND ENVIRONMENTAL SERVICES

MEMORANDUM

To: Mayor/Municipal Council;
Via: Ford Handley, City Administrator
From: Phillip West, Director, Coastal Resources Dept.
Date: September 28, 2023
Re: **Safe Harbor Animal Coalition MOUs for feral cat removal on city beaches**

Most of you are aware that we are obligated to begin removal of feral and free-roaming cats on the beach due to our beach nourishment permit and our (two) beach mouse management programs (Perdido Key beach mouse and Alabama beach mouse). Since we have funds in the two beach mouse program accounts (paid into by developers) to contribute to the Safe Harbor Animal Coalition's (SHAC) Sanctuary project, the SHAC will agree to trap and relocate any free-roaming cats we identify (on the beach) to the Sanctuary, where they will be treated, housed, fed and generally well-cared for in perpetuity. The USFWS will not permit a "trap-neuter-release" program on our beaches, so this relationship with the SHAC seems to be our most promising method of 1) meeting our permit obligations, and 2) ensuring the cats have an opportunity to live in a safe, managed environment for their long-term well-being...

You'll notice the two MOUs offer different payment options to the SHAC; this is due to our having to report to two different USFWS Field Offices: Panama City and Daphne. Each office has a different manner to which these MOUs would offer funding to the SHAC (\$25K lump sum or \$200 per cat trapped and removed from the beach).

These MOUs and their conditions have been approved by the SHAC Chairman of the Board of Directors, Ms. Ginny Barnas. The MOUs have also been approved by the respective USFWS Field Offices' program coordinators.

Thank you for your consideration. Please do not hesitate to contact me if you care to discuss this issue.

pw

AGREEMENT FOR SERVICES BETWEEN
THE CITY OF ORANGE BEACH AND
SAFE HARBOR ANIMAL COALITION,
a 501(c)(3) nonprofit organization

This Memorandum of Understanding (MOU) and Agreement for Services establishes and defines a collaborative working relationship between the City of Orange Beach (OB) and Safe Harbor Animal Coalition, Inc. a 501(c)(3) nonprofit organization, (SHAC).

STATEMENT OF MUTUAL BENEFIT AND INTEREST

The Perdido Key Beach Mouse and the Alabama Beach Mouse are both endangered species with active habitats in Orange Beach, AL. The City of Orange Beach receives Alabama Beach Mouse Conservation Funds and Perdido Key Beach Mouse Conservation Funds as part of building development permitting process. The City of Orange Beach administers expenditure of the Alabama Beach Mouse Conservation Funds and Perdido Key Beach Mouse Conservation Funds subject to approval by the U.S. Fish and Wildlife Service (FWS). FWS has approved the expenditure of the funds for predator control in beach mouse habitat areas.

SHAC is a non-profit organization in Baldwin County, Alabama. SHAC began as another nonprofit, Orange Beach Animal Care and Control Program (OBACCP) to address an unabated feral cat population in the City of Orange Beach by implementing a “Trap, Neuter, Release” (TNR) program. The TNR method is untenable and unacceptable for the protected beach mouse habitat area due to the predatory nature of the cats and the necessary protection of the beach mouse. Therefore a new program will be implemented by SHAC utilizing a “Trap, Neuter, Remove” (TNRm) method.

The parties understand that feeding stations attract cats and are a hazard to the beach mouse native to the OB area. Further the parties understand and agree that feeding stations must be removed from the beach mouse habitat areas and the general Beach District. See Exhibit A for detailed area map.

SHAC has the means and ability to trap and remove the cats from the protected area. SHAC benefactors have made available land on which SHAC will construct and operate the Safe Harbor Animal Refuge (“the Refuge”), where feral cats captured from beach mouse habitats in Orange Beach will be relocated. This land is a significant distance from protected beach mouse areas. Construction is already underway which will include cat fencing as well as feeding stations and other amenities for the cats to live out their lives safe and healthy.

UNDERSTANDING

OB SHALL:

1. Provide up to \$25,000 to SHAC to assist in trapping, neutering, and removal of cats from the Beach Mouse habitats in the City of Orange Beach (\$200 per cat captured in the referenced area) over the next 18 months;

2. Coordinate with the appropriate parties to oversee and assist in the removal of cat feeding stations from OB and specifically the beach district (see Exhibit A); and
3. Subject to the availability of funds, compliance with intended purpose, and success of the program, may provide additional funds in future years for the continued performance of the Safe Harbor Animal Refuge;

SHAC SHALL:

1. Use all funds provided by OB for the trapping and removal of cats from Beach Mouse habitats and the entirety of the beach districts in Orange Beach;
2. Remove any and all cat feeding stations from within Orange Beach and specifically the beach district and explain to the public and SHAC volunteers why feeding stations are not allowed and pose a threat to the beach mouse;
3. Maintain records of each cat trapped; provide a photo of each cat and detailed location from which each cat is removed;
4. Neuter each trapped cat before release at the designated “refuge”;
5. Clip the ear of each trapped cat for additional identification of trap and neuter status;
6. Prioritize the trapping and removal of cats found in Beach Mouse habitats in Orange Beach working West to East followed by the entirety of the beach districts in Orange Beach; and
7. Maintain accounting of all funds expended.

INDEMINFICATION & HOLD HARMLESS

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

WAIVER OF LIABILITY

I, the undersigned, hereby waive and release the City of Orange Beach, Alabama, its elected and appointed officials, officers, agents and employees (hereinafter “the City”), from any and all liability, including negligence (active or passive) and from any right of action or claim for relief that may accrue to SHAC, its elected and appointed officials, officers agents and employees for any injury, loss of life, personal injury and loss of or damage to property.

LAW GOVERNING

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

SEVERABILITY

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

BREACH OF CONTRACT

If a breach of contract by SHAC occurs, SHAC agrees to be held liable for the payment of any attorney's fees which may be incurred by the City if litigation arises.

SIGNATURES

In witness thereof, this Agreement for Services is effective as of the last date shown below.

Tony Kennon
City of Orange Beach

Ginny Barnas
SHAC Chairman of Board of Directors

AGREEMENT FOR SERVICES BETWEEN
THE CITY OF ORANGE BEACH AND
SAFE HARBOR ANIMAL COALITION,
a 501(c)(3) nonprofit organization

This Memorandum of Understanding (MOU) and Agreement for Services establishes and defines a collaborative working relationship between the City of Orange Beach (OB) and Safe Harbor Animal Coalition, Inc. a 501(c)(3) nonprofit organization, (SHAC).

STATEMENT OF MUTUAL BENEFIT AND INTEREST

The Perdido Key Beach Mouse and the Alabama Beach Mouse are both endangered species' with active habitats in Orange Beach, AL. The City of Orange Beach receives Alabama Beach Mouse Conservation Funds and Perdido Key Beach Mouse Conservation Funds as part of development permitting process. The City of Orange Beach administers expenditure of the Alabama Beach Mouse Conservation Funds and Perdido Key Beach Mouse Conservation Funds subject to approval by U.S. Fish and Wildlife Service (FWS). FWS has approved the expenditure of funds pursuant to the terms herein.

SHAC is a non-profit organization in Baldwin County, Alabama. SHAC began as another nonprofit, Orange Beach Animal Care and Control Program (OBACCP) to address an unabated feral cat population in the City of Orange Beach by implementing a "Trap, Neuter, Release" (TNR) program. The TNR method is untenable and unacceptable for the protected beach mouse habitat area due to the predatory nature of the cats and the necessary protection of the beach mouse. Therefore a new program will be implemented utilizing a "Trap, Neuter, Remove" (TNRm) method.

SHAC and its predecessors have conducted TNR on a number of cats living directly along the coast in what is protected beach mouse habitat. This is untenable and unacceptable for the protected area due to the predatory nature of the cats and the protection of the beach mouse and it is the reason for this undertaking.

SHAC benefactors have made available land on which SHAC will construct and operate the Safe Harbor Animal Refuge ("the Refuge"), where feral cats captured from beach mouse habitats in Orange Beach will be relocated. SHAC has the means and ability to trap and remove the cats from the protected area, and now, it will finally have a place to take them. Construction is already underway which will include cat fencing as well as feeding stations and other amenities for the cats to live out their lives safe and healthy.

UNDERSTANDING

OB SHALL:

1. Provide \$25,000 to SHAC to assist in construction and fencing of the refuge and trap, neuter, and removal of free roaming cats from the beach districts of Orange Beach over the next 3 years; and

2. Subject to the availability of funds, compliance with intended purpose, and success of the program, may provide additional funds in future years for the continued performance of the Safe Harbor Animal Refuge and maintenance of the beach districts.

SHAC SHALL:

1. Construct a facility at the Refuge for treatment of removed cats and day to day operations;
2. Post signage at the Refuge detailing the danger of feral cats to other wildlife, the importance of preventing increases in the feral cat population and how to do so, and resources available in the area;
3. Distribute the above information to visitors and citizens of Orange Beach- focusing especially on residents within protected beach mouse habitats in Orange Beach;
4. Use all funds provided by OB toward the trapping and removal of cats found in Beach Mouse habitats and the entirety of the beach districts in Orange Beach and the construction of fencing and enclosures at the Refuge, and operation of the Refuge;
5. Prioritize the trapping and removal of cats found in Beach Mouse habitats and the entirety of the beach districts in Orange Beach and construction and operation of the Refuge for said cats;
6. Maintain detailed records of cats trapped and removed as well as detailed accounting of all funds expended; and
7. Clip the ear of every trapped/neutered cat for additional identification of trap/neuter status.

INDEMNIFICATION & HOLD HARMLESS

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

WAIVER OF LIABILITY

I, the undersigned, hereby waive and release the City of Orange Beach, Alabama, its elected and appointed officials, officers, agents and employees (hereinafter "the City"), from any and all liability, including negligence (active or passive) and from any right of action or claim for relief that may accrue to SHAC, its elected and appointed officials, officers agents and employees for any injury, loss of life, personal injury and loss of or damage to property.

LAW GOVERNING

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

SEVERABILITY

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

BREACH OF CONTRACT

If a breach of contract by SHAC occurs, SHAC agrees to be held liable for the payment of any attorney's fees which may be incurred by the City if litigation arises.

SIGNATURES

In witness thereof, this Agreement for Services is effective as of the last date shown below.

Tony Kennon
City of Orange Beach

Ginny Barnas
SHAC Chairman of Board of Directors



**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 3, 2023**

Departments: City Attorney

Description of Topic: Resolution adopting rental agreements and establishing a schedule of fees for the Coastal Arts Center. (DB/JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): N/A

ATTACHMENTS:

1. 10-17-23 23-xxx Adopt Rental Agreements Establish Fees Coastal Arts Center
2. Coastal Arts Center Rental Agreement Meetings Events
3. Coastal Arts Center Rental Agreement Weddings

RESOLUTION NO. 23-xxx

**A RESOLUTION ADOPTING RENTAL AGREEMENTS AND
ESTABLISHING A SCHEDULE OF FEES FOR THE COASTAL ARTS CENTER**

FINDINGS:

1. The City currently owns and operates the Coastal Arts Center of Orange Beach located at 26389 Canal Road in Orange Beach, Alabama.
2. The City allows individuals and groups to rent the Event Center for various events including, but not limited to, weddings, fundraisers, galas, etc.
3. The current Rental Agreement, Facility User's Guide, and Schedule of Fees which the Coastal Arts Center currently operates under have been found unsatisfactory by the City's Legal Department.
4. The Council has determined that it is in the best interest of the City and its residents to adopt the attached Rental Agreements and Schedule of Fees for the Coastal Arts Center.

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

1. That the City of Orange Beach will have priority use of the Coastal Arts Center of Orange Beach. The facility and/or individual rooms may be rented to individuals or groups when available. The Coastal Arts Center Coordinator is allowed to issue and enforce such rules, regulations, policies and procedures as is deemed necessary for the proper and efficient operation of the facility in accordance with all applicable state laws, municipal ordinances and policies set out by the Mayor;
2. That the Mayor is hereby authorized to grant exceptions to the Schedule of Fees for local civic organizations. The Council hereby determines an exception under this clause serves a public purpose as promoting events open to the general public and enhancing community spirit and growth;
3. That the Mayor is hereby authorized to waive or reduce cancellation fees in the event of death of a family member of the event organizer;
4. That the attached Rental Agreements and Schedule of Fees are hereby adopted for the operation of the Coastal Arts Center; and
5. That this resolution shall become effective immediately upon adoption.

ADOPTED THIS 17th DAY OF OCTOBER, 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 October 17, 2023.

City Clerk



Coastal Arts Center

OF ORANGE BEACH

2023-2024 RENTAL AGREEMENT- MEETINGS/EVENTS

This Rental Agreement made and entered into this ____ day of _____, 20____, is by and between the City of Orange Beach, a Municipal corporation of the State of Alabama, and through the Arts Center Department of the City, hereinafter referred to as "Lessor" and _____, hereinafter referred to as "Lessee". The City of Orange Beach (hereinafter referred to as "COB" or "the City") and the Coastal Arts Center of Orange Beach (hereinafter referred to as "CACOB", "the Arts Center" or "the Coastal Arts Center") may be used interchangeably throughout this document. It is understood that the City of Orange Beach is the legal entity owning and controlling the Coastal Arts Center of Orange Beach. Lessee hereby agrees to abide by the Facility User's Guide of the Coastal Arts Center of Orange Beach making myself/my organization responsible for any and all damages and the conduct of anyone attending the function for which it was rented:

EVENT DATE: _____ SETUP TIME: _____

TYPE OF FUNCTION: _____

START TIME: _____ END TIME: _____ # ATTENDING: _____

ORGANIZATION NAME: _____

PRIMARY CONTACT: Name: _____

work _____ cell _____

PRIMARY EMAIL: _____

ADDRESS: _____

- **KITCHEN** REQUIRED? ☐ Yes ☐ No

- **OPEN BAR** ON SITE? ☐ Yes ☐ No How many? ____

- **A/V** NEEDED? ☐ Yes ☐ No

Circle One: projector & screen / background music / mic

SOCIAL MEDIA: May we use photos from your event in our social media outlets or in future advertising?

Circle one: YES / NO

Additional notes/special requests:

RENTAL FEES

___ **Weekend 12 Hour Gallery Rental/large group** \$7,000
- Art Center Gallery/grounds/stage
- Event host
- Chairs and tables, indoor use only- 120 max seated, 250 standing

___ **Weekday 5 hour rental (4:30-9:30 only)** \$3,000
- Art Center Gallery/grounds/stage
- Event host
- Chairs and tables, indoor use only- 120 max seated, 250 standing

___ **2 hour Grounds Rental/small group - 30 people or less** \$ 800
- Use of exterior grounds only and Clay Studio bathrooms
- On-site host

___ **Art Cottage Meeting Space (30-40 people) *Rates start @ \$100/hour*** \$ _____

___ **Executive Conference Room (18-20 people) *Rates start @ \$100/hour*** \$ _____

___ **Use of 40' x 70' Pavilion** \$3,500

___ **Temporary Smoking Area Permit** \$ 250

___ **Cleaning Fee - dependent upon usage** \$ 150

Event Total Due: \$ _____

___ **# Security officer needed (if open bar on site)** + \$ 45/hour, \$180 min.

___ **Limited event break-down assistance available (2 hours). Ask for details.** +starts at \$100 per person
(Officer and labor assistance secured by the Art Center - paid in cash at event)

Deposit to hold date @ 50%: \$ _____

Amount Paid: \$ _____ Date pd. _____ ☐ cash ☐ check # _____

☐ credit card _____ Exp. Date: _____ CVC _____

Zip Code affiliated with card _____

Balance Due: \$ _____ Due Date: _____ (45 days prior to event)

POLICIES AND PROCEDURES:

ALCOHOL

1. Alcohol on Premises: 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 to be served, it must be served in accordance with Alabama Law. If a cash bar is used or alcohol is sold, the lessee (or caterer) will be required to obtain the proper ABC licensure. The lessee will also be required to obtain liquor liability insurance with the City of Orange Beach named as an additional insured.

2. Host Liability: CACOB is not responsible for any incident related to the serving of alcohol at your event. A bartender affiliated with a state licensed and insured vendor is recommended. If serving alcohol yourself, you may be held liable for alcohol related accidents during or after your event. We strongly recommend you purchase Host Liability Insurance through an insurance carrier.

RULES AND REGULATIONS

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

EVENT ENTERTAINMENT

3.Events: It is the CACOB 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 CACOB and staff reserves the right to do so. All events of public nature must be appropriate for all ages.

4.Performance Approval: The CACOB retains approval right of performance, exhibition, event or entertainment to be offered under this agreement. Lessee agrees that no such activity or part thereof shall be given or held if the OBCAC 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.

5. 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 CACOB 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 CACOB and the City of Orange Beach Fire Department, Orange Beach Fire Marshal and any other applicable City staff.

6. Copyrighted Materials: The Lessee 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 lessee 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

7. Compliance with Laws: The Lessee shall comply with all Federal , State and local statutes, ordinances or regulations; and all of the facility's policies and procedures, including, but not limited to, CACOB Facility User's Guide attached hereto as Attachment 1.

8. Licenses/Permits/Taxes: The Lessee 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 CACOB. The Lessee 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.

9. Taxes: The Lessee 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.

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

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

UTILITIES AND EQUIPMENT

12. 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 two on duty staff persons. Services that will be subject to charges: 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.

13. Utility Services: The CACOB 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 CACOB staff. All requests must be made at least 30 days in advance.

14. Audio/Visual Equipment: To accommodate lessee and to simplify events, CACOB has a selection of basic audio visual equipment on site for use. There is no restriction placed upon the lessee bringing in its own equipment to the event or meeting as long as the setup/installation is reviewed and approved by authorized CACOB personnel.

CLEANING, DAMAGE, AND DÉCOR

15. Clean-up and Disposal Fees: Applicable fees and service charges may be levied at the discretion of the CACOB event personnel for excessive clean-up at the direct cost of lessee. The lessee 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 OBCAC 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 CACOB staff. If the facility is left in excessive disarray, as determined by the CACOB 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 lessee will not be allowed to rent the facility in the future.

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

17. Damage to Facility: Lessee shall be responsible for any damages to the CACOB property from any cause from the time of set up continuing through clean up of any event regardless of intent, negligence or accidental cause. Lessee shall be responsible for the acts of all guests, agents, servants, employees and assigns while on the CACOB property. Lessee hereby waives any defense against payment for property damage sustained during the term of this agreement.

18. 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 CACOB. 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 lessee leaves materials in or on facility property, the items will be disposed of and the lessee will be billed for the labor costs associated with removal or cleaning.

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

20. Rigging/Hanging of Lights, Sound, etc. & Stationary Items: No stationary items (i.e. art) shall be moved from their designated place. No items may be hung from ceiling or walls within the CACOB. This includes but is not limited to equipment such as projectors, screens, LED screens, lights, and banners. Items may be hung on the Pavilion using rings and hooks provided by CACOB and approved by CACOB staff in advance.

21. 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 Lessee will assume all costs arising from violation from this policy (whether from participants, contractors, volunteers).

22. Tenting: Tenting is allowed only in specific areas of the CACOB property. Please coordinate with CACOB staff for specific locations and requirements. Tents cannot be attached to the outside of the facility. Holes may be staked into the ground in areas approved by CACOB staff only. All tents are subject to a Fire Marshal inspection prior to and during the event.

23. No Smoking Policy: The use of tobacco products is prohibited inside the building. The use of tobacco will be allowed outside in designated areas only, located at least 10 feet from any entrance to CACOB buildings. This includes E-cigarettes and all other smoking devices.

SAFETY

24. 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. Events that have demonstrations, expo, classes, etc. in the parking lot are responsible for removal of all trash and debris.

25. Fire and Safety Regulations: The City of Orange Beach and the CACOB 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 CACOB 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 CACOB 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 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.
- All pressurized tanks holding any type of gas (helium, nitrogen, LP, Propane, etc) must be approved by CACOB 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 CACOB reserves the right to make or have announcements made pertaining to safety or other issues at appropriate times during the event.

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

27. Insurance: Lessee 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. Lessee shall name as additional insured, the City of Orange Beach, its officers, agents and employees. Lessee 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 CACOB may cancel the event without penalty to the CACOB or the City of Orange Beach. Lessee will be responsible for insurance verification of vendors.

28. Security: The security profile will be determined by the CACOB staff in conjunction with the lessee and the Orange Beach Police Department. It is the responsibility of the lessee 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 lessee. 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 CACOB. Should the Lessee fail to disclose accurate event statistics, such as attendance figures, the CACOB has the right to prevent attendees from continuing to enter the

facility during the event. In general, events that have more than 300 people in attendance 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.

29. Event Settlements: A deposit equal to fifty percent (50%) of the anticipated billing to be incurred by the Lessee is required to book the OBCAC for an event. The remaining balance is due forty-five (45) days prior to the event.

30. 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.

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

32. 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. An email to the Director of the CACOB is acceptable and is considered Digital Signature. Notice of Cancellation and/or Date Change must be given to the Art Center Director not less than 30 days prior to the event. Fee refunds will be made by check, less a 10% handling charge, 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

33. Force Majeure: LOSS OF USE OF FACILITY. Should the CACOB 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 CACOB 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.

34. Reservation of Rights: The CACOB 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 lessee be discovered or disclosed subsequent to the execution of a Rental Agreement with the CACOB, the CACOB 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 CACOB is not thereafter rented for like or greater monies.

The CACOB and/or City of Orange Beach reserve the right to delay, postpone or cancel the rental agreement or event conducted at the CACOB when said cancellation is in best interest of the City of Orange Beach and promotes a public purpose including but not limited to events which create scheduling conflicts for City sponsored events. In the event that the rental agreement is cancelled under this clause, the lessee 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.

35. Rental Agreement: The CACOB has no commitment to Lessee 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 Lessee. No commitment for dates or space on behalf of the CACOB shall be final until a Rental Agreement is signed by the Lessee and accepted by the CACOB.

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

37. Indemnification & Hold Harmless: In consideration of the permission granted to me by the City of Orange Beach to use the Coastal Arts Center of Orange Beach, 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 Coastal Arts Center of Orange Beach who are injured or suffer property damage that is in any way caused by my use of the Coastal Arts Center of Orange Beach. 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 Coast Arts Center of Orange Beach.

I have read and understand all the information contained in this rental agreement. **I agree to abide by the terms herein and the attached Facility User's Guide.** Failure to submit final payment by 45 days prior to my event will constitute forfeiture of my reserved date and any deposit. I understand I may be notified of facility use rule changes after the date of this contract and will abide by any new guidelines.

_____	_____
(Lessee signature)	(date)
_____	_____
(Art Center representative)	(date)

VENDOR INFORMATION - DUE WITH FINAL PAYMENT 45 days in advance: _____
(due date)

CONTACT NAME

PHONE

EVENT PLANNER: _____
Email: _____

FLORIST: _____
Email: _____

CATERER: _____
Email: _____

CAKE: _____
Email: _____

BAND/DJ: _____
Email: _____

TENT/CHAIRS/TABLES: _____
Email: _____

PHOTOGRAPHER: _____
Email: _____

BAR SERVICE: _____

OFFICER: _____ **HOURS** _____

Additional Pinterest elements/special requests (CAC reserves the right to accept/deny any requests):

FACILITY USER'S GUIDE

ART: The Coastal Arts Center of Orange Beach (CACOB) features a variety of fine art and specialty exhibits from artists throughout the Gulf Coast area. Caution and respect should be exercised regarding all displayed art both inside and outside.

- *Children should be supervised at all times*; please do not allow them to climb on public art.
- All art on stationary walls will stay in place. *Moveable* art walls can be removed or relocated within the gallery.

GROUND/FACILITY: The Art Center encompasses 4 acres and is open to the public. It is also adjacent to the Orange Beach Waterfront Park. Wedding space will be marked, but moderate noise and visible traffic **is possible** from the surrounding area. As a large facility, A/C and other electrical equipment are located just outside the building. The center sits on Wolf Bay and has a drop-off near the water's edge. Therefore, ***children should be supervised at all times***; please do not allow them to play near the water or the A/C and electrical equipment.

1. DJ/music vendors/bands **must** be approved by CACOB in advance. Limit of 4-piece band maximum indoors. No smoke machines are allowed in the gallery.
2. Bug spray for your guests may be helpful at some times of the year. Spraying of the grounds for mosquitos is allowed 24 hours in advance and CACOB *must have prior notice*. Be aware that ant beds are rare but possible.
3. SEND OFF: Bubbles, glow wands, shakers, kazoos, bells, etc. are allowed for bride/groom send off.

No sparklers, rice, confetti (even biodegradable), tinsel, rose petals, or loose curly ribbon allowed.

4. **Smoking is not allowed** on the Art Center grounds or in the buildings. A smoking permit for exterior grounds only is available for \$250. Ask CACOB Director for details. **Cigarette butts left on premises will result in forfeiture of Damage Deposit.**
5. Fire hazards: No tiki torches allowed on the grounds. **No open candle flames allowed.** Only battery operated candles are allowed. No floating lanterns.
6. No smokers/grills on site. Food must be prepared off site and delivered for catering.
7. No oyster bars or low country boils allowed inside or outside.
8. No glass beer bottles.
9. No feather boas inside or outside.
10. No nails/staples/tape allowed for attaching items to any part of the buildings.
11. Tents may be used if weighted with sandbags. Staked tents (limited sizes) are allowed only in approved locations.
12. Twinkle lights are allowed to be strung in the trees. Plastic bulbs only – no glass bulbs.
13. *Upstairs bridal suite*: Light snacks and drinks are allowed. If planning on heavy food or alcohol, you must use art cottage for those items. Clean-up of both the bridal suite and groomsman cottage is the responsibility of the bridal party, 1 hour prior to ceremony.
14. No décor may be attached to the staircase rail.
15. Florists must complete their work and clean up 1 hour prior to ceremony. Pampas grass is not allowed.

16. NOTE: Red wine can stain and be very damaging to the venue. If you opt to serve red wine, be aware you run a high risk of losing your Damage Deposit of \$500.
17. Any approved rental drop offs on Friday must be between 4:30 and 5:30 pm., unless additional time is purchased.

PARKING: **No wedding party vehicles are allowed on the vacant lot west of the gallery.** Parking is available on the large south lawn upon entering from Canal Road as well as at the adjacent Waterfront Park. Catering vehicles/vendors will have access and limited parking on the west side of the main Gallery building. A parking attendant may be required 30 mins prior to ceremony to aid in line-up of cars.

RESTROOMS:

- Two at north end of the blue Clay Studio (exterior entrances)
- Multiple inside the Art Gallery and Art Cottage
- Multiple available at the Waterfront Park

CATERING KITCHEN:

- Ice machine is for drinks/glasses only. **Ice for bars/coolers is not available from the kitchen ice machine – you must bring your own. All bars must be located outside. No self-serve bars.**
- Warming/holding rack and commercial refrigerator available upon request. Warming rack must have water emptied and cleaned out if used.
- CACOB kitchen utensils and event supplies are not available for your use. Caterers must bring their own supplies.
- Only disposable dinnerware allowed.

ART COTTAGE: The smaller yellow Art Cottage is a shared space for art classes during the week. When the studio is rented for weddings, it will be clean with most art supplies put away and it will be ready for wedding party use as a dressing area. A single bathroom is in the building. Please do not move any art supplies in the building. Your florist may use the building to prepare floral arrangements. All floral debris must be removed and floor must be swept.

CLEANING DEPOSIT: \$500.00 (valid credit card or check must be presented at 30 day advance walk-through) The Cleaning Deposit will be returned after passing a cleaning inspection. Facility is expected to be left generally clean and free of extra trash, décor, food, etc. All rental or catering supplies must be removed at end of event.

NOISE/END TIME/CLEAN-UP: Band/DJ music must stop by 10:00 p.m. Current City of Orange Beach approved decibel levels must **not** be exceeded. Grounds must be completely cleared by 11:00 p.m. Failure to be out of the building and off grounds by 11:00 will constitute an additional \$500 charge. **Bride & Groom sendoff is suggested by 9:30pm** so that cleanup is done and building locked by 11:00pm.

- By 11:00pm, all trash and linens must be discarded or removed. All tables and chairs or other rented equipment must be stacked up **and placed under the tent or in the loading area** at the end of the event for rental company pick-up. Do not leave anything on the grass.
- All rental tables/chairs/tents, etc. must be picked up by the next day- by 9:00 a.m. on weekdays or 11:00a.m. on Sundays.

- All food and personal items must be removed from the Gallery and/or Cottage upon departure.
- 6-8 large garbage cans for guests' use will be available during event. Bags are provided. Trash must be pulled by planner and/or catering staff and left in designated trailer.
- The Coastal Arts Center is not responsible for any items dropped off at the Arts Center prior to event date, or for any items left after event date.

LAST MINUTE SET-UP: The Coastal Arts Center does not provide set-up staff. We offer limited assistance with final décor details. Should you or your planner fail to provide enough staff to set up and prepare the details of your event, and thus require physical assistance with moving of tables, chairs, arbors, large boxes and other heavy décor, you will be charged a minimum \$500.00 additional set-up fee, to be determined at the sole discretion of the CAC Director.



2023 - 2024 RENTAL AGREEMENT- WEDDINGS

This Rental Agreement made and entered into this ____ day of _____, 20____, is by and between the City of Orange Beach, a Municipal corporation of the State of Alabama, and through the Arts Center Department of the City, hereinafter referred to as "Lessor" and _____, hereinafter referred to as "Lessee". The City of Orange Beach (hereinafter referred to as "COB" or "the City") and the Coastal Arts Center of Orange Beach (hereinafter referred to as "CACOB", "the Arts Center" or "the Coastal Arts Center") may be used interchangeably throughout this document. It is understood that the City of Orange Beach is the legal entity owning and controlling the Coastal Arts Center of Orange Beach. Lessee hereby agrees to abide by the Facility User's Guide of the Coastal Arts Center of Orange Beach making myself/my organization responsible for any and all damages and the conduct of anyone attending the function for which it was rented:

Commented [JL1]: Where is this? Attached? Incorporated?

Commented [SS2R1]: Incorporated below signature page

EVENT DATE: _____ CEREMONY TIME: _____

ARRIVAL/SETUP START TIME: _____ END TIME: _____ # ATTENDING: _____

REHEARSAL DATE/TIME: _____

PRIMARY CONTACT: Name: _____

work _____ cell _____

PRIMARY EMAIL: _____

ADDRESS: _____

BRIDE: _____

PARENT: _____ Phone: _____

GROOM: _____

PARENT: _____ Phone: _____

APPROVED LOCAL EVENT PLANNER: _____
(Required for 30+ size wedding) (name)

****A walk-through with all event planners is required 30 days in advance of the event.****

- OPEN **BAR** ON SITE? ☐ Yes ☐ No How many? _____ (outside only)

- **A/V** NEEDED? ☐ Yes ☐ No

Circle one: projector & screen / background music / mic

SOCIAL MEDIA: May we use photos from your event in our social media outlets or in future advertising?

Circle one: YES / NO

RENTAL FEES:**Saturday**

___ **12 Hours (11am - 11pm)** \$7,000

Sunday

___ **8 Hours (12pm-8pm only)** \$5,500

Weekday

___ **5 Hour Rental (Mon-Thur 4:30pm-9:30pm)** \$3,000

The above Rentals Include:

- Art gallery and grounds (*excluding Executive Conference Room*)
- Bridal dressing room
- Art cottage use for groomsmen
- (2) Gallery hosts
- 1 hour rehearsal, time determined by CAC
- Chairs and tables for indoor reception (accommodates 130 max)

___ **+ Add Use of 40' x 70' Pavilion** \$3,500

___ **+ Add two hour Bridal photo session (ask for details)** \$250

___ **+ additional fees dependent on size/usage** \$ -

☐ **Temporary Smoking Area Permit** (\$500 damage deposit at risk, ask for details) \$ 250

☐ **Piano Use** \$ 150

☐ **Outdoor propane heater** (2 available, propane not included) \$ 100 ea

Event Total Due: \$ _____

___ # Orange Beach police officer needed (if open bar on site) (4 hour minimum) +\$ 45/hr, \$180 min.
 ___ Limited break-down assistance available (2 hours). Ask for details. +\$ starts at \$150
(Officer and labor to be secured by the Art Center. Paid in cash at event.)

Deposit to hold date @ 50%: \$ _____

Amount Paid: \$ _____ Date Received _____ ☐ cash ☐ check # _____

☐ credit card _____ Exp. Date: _____ CVC _____

Balance Due: \$ _____ **Due Date:** _____ (45 days prior to event)

POLICIES AND PROCEDURES:

ALCOHOL

1. Alcohol on Premises: 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 to be served, it must be served in accordance with Alabama Law. If a cash bar is used or alcohol is sold, the lessee (or caterer) will be required to obtain the proper ABC licensure. The lessee will also be required to obtain liquor liability insurance with the City of Orange Beach named as an additional insured.

2. Host Liability: CACOB is not responsible for any incident related to the serving of alcohol at your event. A bartender affiliated with a state licensed and insured vendor is recommended. If serving alcohol yourself, you may be held liable for alcohol related accidents during or after your event. We strongly recommend you purchase Host Liability Insurance through an insurance carrier.

RULES AND REGULATIONS

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

EVENT ENTERTAINMENT

3.Events: It is the CACOB 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 CACOB and staff reserves the right to do so. All events of public nature must be appropriate for all ages.

4.Performance Approval: The CACOB retains approval right of performance, exhibition, event or entertainment to be offered under this agreement. Lessee agrees that no such activity or part thereof shall be given or held if the OBCAC 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.

5. 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 CACOB 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 CACOB and the City of Orange Beach Fire Department, Orange Beach Fire Marshal and any other applicable City staff.

6. Copyrighted Materials: The Lessee 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 lessee 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

7. Compliance with Laws: The Lessee shall comply with all Federal, State and local statutes, ordinances or regulations as well as the facility policies and procedures including but not limited to CACOB Facility User's Guide attached hereto as Attachment 1.

8. Licenses/Permits/Taxes: The Lessee 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 CACOB. The Lessee 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.

9. Taxes: The Lessee 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.

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

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

UTILITIES AND EQUIPMENT

12. 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 two on duty staff persons. Services that will be subject to charges: 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.

13. Utility Services: The CACOB 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 CACOB staff. All requests must be made at least 30 days in advance.

14. Audio/Visual Equipment: To accommodate lessee and to simplify events, CACOB has a selection of basic audio visual equipment on site for use. There is no restriction placed upon the lessee bringing in its own equipment to the event or meeting as long as the setup/installation is reviewed and approved by authorized CACOB personnel.

CLEANING, DAMAGE, AND DÉCOR

15. Clean-up and Disposal Fees: Applicable fees and service charges may be levied at the discretion of the CACOB event personnel for excessive clean-up at the direct cost of lessee. The lessee 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 OBCAC 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 CACOB staff. If the facility is left in excessive disarray, as determined by the CACOB 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 lessee will not be allowed to rent the facility in the future.

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

17. Damage to Facility: Lessee shall be responsible for any damages to the CACOB property from any cause from the time of set up continuing through clean up of any event regardless of intent, negligence or accidental cause. Lessee shall be responsible for the acts of all guests, agents, servants, employees and assigns while on the CACOB property. Lessee hereby waives any defense against payment for property damage sustained during the term of this agreement.

Commented [JL3]: Make sure this change is made to event center agreement also.

18. 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 CACOB. 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 lessee leaves materials in or on facility property, the items will be disposed of and the lessee will be billed for the labor costs associated with removal or cleaning.

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

20. Rigging/Hanging of Lights, Sound, etc & Stationary items. No stationary items (i.e. art) shall be moved from their designated place. No items may be hung from ceiling or walls within the CACOB. This includes but is not limited to equipment such as projectors, screens, LED screens, lights and banners. Items may be hung on the Pavilion using rings and hooks provided by CACOB and approved by CACOB staff in advance.

21. 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 Lessee will assume all costs arising from violation from this policy (whether from participants, contractors, volunteers).

22. Tenting: Tenting is allowed only in specific areas of the CACOB property. Please coordinate with CACOB staff for specific locations and requirements. Tents cannot be attached to the outside of the facility. Holes may be staked into the ground in areas approved by CACOB staff only. All tents are subject to a Fire Marshal inspection prior to and during the event.

23. No Smoking Policy: The use of tobacco products is prohibited inside the building. The use of tobacco will be allowed outside in designated areas only, located at least 10 feet from any entrance to CACOB buildings. This includes E-cigarettes and all other smoking devices.

SAFETY

24. 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. Events that have demonstrations, expo, classes, etc. in the parking lot are responsible for removal of all trash and debris.

25. Fire and Safety Regulations: The City of Orange Beach and the CACOB 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 CACOB 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 CACOB 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 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.
- All pressurized tanks holding any type of gas (helium, nitrogen, LP, Propane, etc) must be approved by CACOB 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 CACOB reserves the right to make or have announcements made pertaining to safety or other issues at appropriate times during the event.

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

27. Insurance: Lessee 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. Lessee shall name as additional insured, the City of Orange Beach, its officers, agents and employees. Lessee 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 CACOB may cancel the event without penalty to the CACOB or the City of Orange Beach. Lessee will be responsible for insurance verification of vendors.

28. Security: The security profile will be determined by the CACOB staff in conjunction with the lessee and the Orange Beach Police Department. It is the responsibility of the lessee 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 lessee. 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 CACOB. Should the Lessee fail to disclose

accurate event statistics, such as attendance figures, the CACOB has the right to prevent attendees from continuing to enter the facility during the event. In general, events that have more than 300 people in attendance 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.

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LEGAL

33. Force Majeure: LOSS OF USE OF FACILITY. Should the CACOB 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 CACOB 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.

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

Updated 8/29/23 ~ 26389 Canal Road, Orange Beach AL 36561 ~ 251-981-ARTS (2787)

59420230929JPLR

37. Indemnification & Hold Harmless: In consideration of the permission granted to me by the City of Orange Beach to use the Coastal Arts Center of Orange Beach, 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 Coastal Arts Center of Orange Beach who are injured or suffer property damage that is in any way caused by my use of the Coastal Arts Center of Orange Beach. 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 Coast Arts Center of Orange Beach.

I have read and understand all the information contained in this rental agreement. **I agree to abide by the terms herein and the attached Facility User's Guide.** Failure to submit final payment by 45 days prior to my event will constitute forfeiture of my reserved date and any deposit. I understand I may be notified of facility use rule changes after the date of this contract and will abide by any new guidelines.

_____	_____
(Lessee signature)	(date)
_____	_____
(Art Center representative)	(date)

VENDOR INFORMATION - DUE WITH FINAL PAYMENT 45 days in advance: _____
(due date)

CONTACT NAME	PHONE
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EVENT PLANNER/ WEDDING DIRECTOR: _____ Email: _____	_____
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FLORIST: _____ Email: _____	_____
--------------------------------	-------

CATERER: _____ Email: _____	_____
--------------------------------	-------

CAKE: _____ Email: _____	_____
-----------------------------	-------

BAND/DJ: _____ Email: _____	_____
--------------------------------	-------

TENT/CHAIRS/TABLES: _____ Email: _____	_____
---	-------

PHOTOGRAPHER _____ _____ Email: _____	_____ _____
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BAR SERVICE: _____	_____
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VIDEOGRAPHER: _____	_____
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OFFICER: _____	HOURS _____
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Additional Pinterest elements/special requests (CAC reserves the right to accept/deny any requests):

FACILITY USER'S GUIDE

ART: The Coastal Arts Center of Orange Beach (CACOB) features a variety of fine art and specialty exhibits from artists throughout the Gulf Coast area. Caution and respect should be exercised regarding all displayed art both inside and outside.

- *Children should be supervised at all times*; please do not allow them to climb on public art.
- All art on stationary walls will stay in place. *Moveable* art walls can be removed or relocated within the gallery.

GROUND/FACILITY: The Art Center encompasses 4 acres and is open to the public. It is also adjacent to the Orange Beach Waterfront Park. Wedding space will be marked, but moderate noise and visible traffic is **possible** from the surrounding area. As a large facility, A/C and other electrical equipment are located just outside the building. The center sits on Wolf Bay and has a drop-off near the water's edge. Therefore, ***children should be supervised at all times***; please do not allow them to play near the water or the A/C and electrical equipment.

1. DJ/music vendors/bands **must** be approved by CACOB in advance. Limit of 4-piece band maximum indoors. No smoke machines are allowed in the gallery.
2. Bug spray for your guests may be helpful at some times of the year. Spraying of the grounds for mosquitos is allowed 24 hours in advance and CACOB *must have prior notice*. Be aware that ant beds are rare but possible.
3. SEND OFF: Bubbles, glow wands, shakers, kazoos, bells, etc. are allowed for bride/groom send off.
No sparklers, rice, confetti (even biodegradable), tinsel, rose petals, or loose curly ribbon allowed.
4. **Smoking is not allowed** on the Art Center grounds or in the buildings. A smoking permit for exterior grounds only is available for \$250. Ask CACOB Director for details. **Cigarette butts left on premises will result in forfeiture of Damage Deposit.**
5. Fire hazards: No tiki torches allowed on the grounds. **No open candle flames allowed.** Only battery operated candles are allowed. No floating lanterns.
6. No smokers/grills on site. Food must be prepared off site and delivered for catering.
7. No oyster bars or low country boils allowed inside or outside.
8. No glass beer bottles.
9. No feather boas inside or outside.
10. No nails/staples/tape allowed for attaching items to any part of the buildings.
11. Tents may be used if weighted with sandbags. Staked tents (limited sizes) are allowed only in approved locations.
12. Twinkle lights are allowed to be strung in the trees. Plastic bulbs only – no glass bulbs.
13. *Upstairs bridal suite:* Light snacks and drinks are allowed. If planning on heavy food or alcohol, you must use art cottage for those items. Clean-up of both the bridal suite and groomsman cottage is the responsibility of the bridal party, 1 hour prior to ceremony.
14. No décor may be attached to the staircase rail.
15. Florists must complete their work and clean up 1 hour prior to ceremony. Pampas grass is not allowed.

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16. NOTE: Red wine can stain and be very damaging to the venue. If you opt to serve red wine, be aware you run a high risk of losing your Damage Deposit of \$500.

17. Any approved rental drop offs on Friday must be between 4:30 and 5:30 pm., unless additional time is purchased.

PARKING: **No wedding party vehicles are allowed on the vacant lot west of the gallery.** Parking is available on the large south lawn upon entering from Canal Road as well as at the adjacent Waterfront Park. Catering vehicles/vendors will have access and limited parking on the west side of the main Gallery building. A parking attendant may be required 30 mins prior to ceremony to aid in line-up of cars.

RESTROOMS:

- Two at north end of the blue Clay Studio (exterior entrances)
- Multiple inside the Art Gallery and Art Cottage
- Multiple available at the Waterfront Park

CATERING KITCHEN:

- Ice machine is for drinks/glasses only. **Ice for bars/coolers is not available from the kitchen ice machine – you must bring your own. All bars must be located outside. No self-serve bars.**
- Warming/holding rack and commercial refrigerator available upon request. Warming rack must have water emptied and cleaned out if used.
- CACOB kitchen utensils and event supplies are not available for your use. Caterers must bring their own supplies.
- Only disposable dinnerware allowed.

ART COTTAGE: The smaller yellow Art Cottage is a shared space for art classes during the week. When the studio is rented for weddings, it will be clean with most art supplies put away and it will be ready for wedding party use as a dressing area. A single bathroom is in the building. Please do not move any art supplies in the building. Your florist may use the building to prepare floral arrangements. All floral debris must be removed and floor must be swept.

CLEANING DEPOSIT: \$500.00 (valid credit card or check must be presented at 30 day advance walk-through) The Cleaning Deposit will be returned after passing a cleaning inspection. Facility is expected to be left generally clean and free of extra trash, décor, food, etc. All rental or catering supplies must be removed at end of event.

NOISE/END TIME/CLEAN-UP: Band/DJ music must stop by 10:00 p.m. Current City of Orange Beach approved decibel levels must **not** be exceeded. Grounds must be completely cleared by 11:00 p.m. Failure to be out of the building and off grounds by 11:00 will constitute an additional \$500 charge. **Bride & Groom sendoff is suggested by 9:30pm** so that cleanup is done and building locked by 11:00pm.

- By 11:00pm, all trash and linens must be discarded or removed. All tables and chairs or other rented equipment must be stacked up **and placed under the tent or in the loading area** at the end of the event for rental company pick-up. **Do not leave anything on the grass.**

- All rental tables/chairs/tents, etc. must be picked up by the next day- by 9:00 a.m. on weekdays or 11:00a.m. on Sundays.
- All food and personal items must be removed from the Gallery and/or Cottage upon departure.
- 6-8 large garbage cans for guests' use will be available during event. Bags are provided. Trash must be pulled by planner and/or catering staff and left in designated trailer.
- The Coastal Arts Center is not responsible for any items dropped off at the Arts Center prior to event date, or for any items left after event date.

LAST MINUTE SET-UP: The Coastal Arts Center does not provide set-up staff. We offer limited assistance with final décor details. Should you or your planner fail to provide enough staff to set up and prepare the details of your event, and thus require physical assistance with moving of tables, chairs, arbors, large boxes and other heavy décor, you will be charged a minimum \$500.00 additional set-up fee, to be determined at the sole discretion of the CAC Director.



**REGULAR COMMITTEE OF THE WHOLE MEETING
OCTOBER 3, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of Chairs for the Event Center through the BuyBoard purchasing cooperative from MityLite Inc. in the amount of \$96,096. (AB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 10-03-23 23-xxx Authorize Purchase Chairs Event Center BuyBoard
2. 2023.09.20 Quote - Event Center - Mitylite Chairs

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF
CHAIRS FOR THE EVENT CENTER
THROUGH THE BUYBOARD PURCHASING COOPERATIVE
FROM MITYLITE INC. IN THE AMOUNT OF \$96,096**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of 800 Chairs for the Event Center through the BuyBoard purchasing cooperative, approved by the State of Alabama and the Public Examiners Office, in the amount of \$96,096.00;
2. That the Mayor is hereby authorized to approve payment to MityLite Inc. in the amount of \$96,096.00 for 800 Chairs, per Quote No. SQ51102 dated September 19, 2023;
3. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 3rd DAY OF OCTOBER, 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 October 3, 2023.

City Clerk

QUOTE ACKNOWLEDGEMENT

THIS IS NOT AN INVOICE



MITYLITE

holsag

BERTOLINI

XpressPort

Created On: 9/19/2023

Sales Quote Number: SQ51102

Mity Customer Number: C828360

Page: 1 Of 1

Deposit required. Amount subject to credit approval.

Bill

To: Orange Beach Convention Center
Kristin Wong
4671 WHARF PARKWAY WEST
ORANGE BEACH, AL 36561
United States

Sell

To: Orange Beach Convention Center
Kristin Wong
4671 WHARF PARKWAY WEST
ORANGE BEACH, AL 36561
United States

Ship

To: Orange Beach Convention Center
Kristin Wong
4671 WHARF PARKWAY WEST
ORANGE BEACH, AL 36561
United States

Ship Via	Payment Terms	Sales Person
ORIGIN, Freight Prepaid	75% Prepayment, Net 30 remaining	Jeremy Spencer

Item No.	Description	UOM	QTY	Unit Price	Total Price
CLRN3N020024950W50	CLASSIC ROUND CHAIR Finish: Urban Bronze Sand Back: Fixed Seam Style: Waterfall Ganging: Wire Leg: Standard Chair Upholstery: • Ridgecrest - Midnight, I-Clean	Each	800	\$114.60	\$91,680.00
	Freight Estimate		1	\$4,416.00	\$4,416.00
	BUYBOARD CONTRACT 667-22				

THANK YOU FOR CHOOSING MITY!

Subtotal \$96,096.00
Sales Tax \$3,667.20
Quote Total **\$99,763.20**

Signature: _____

Date: _____

*** NET Pricing Applied. * Quotes are valid for 30-days. * Delivery is Dock-to-Dock. * Sales Tax may be applicable.**

*** Customer is responsible for offloading order at delivery time unless otherwise prearranged.**

***Freight Quotes are estimates. The Freight charge on your order, will reflect the current freight cost the day the order is placed.**

*** Mity, Inc. charges a 3% processing fee for all credit card payments.**



MityLite Inc. P.O. BOX 732698, Dallas, TX, 75373-2698 US | PHONE 801-224-0589 ext 4200 FAX 801-224-6191