



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Work Session 11/07/2023
2. Regular Council Meeting 11/07/2023
3. Committee of the Whole 11/07/2023

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

Resolutions

1. Resolution authorizing the city to host community events for the benefit of citizens and visitors of the City of Orange Beach during 2024. (RE)
2. Resolution appointing members to the Employees' Leave Bank Committee. (VP)
3. Resolution authorizing execution of an agreement with CGI Communications, Inc., dba CGI Digital, for a community showcase video program. (MA)
4. Resolution authorizing execution of a professional services agreement with Bob Riley and Associates, LLC, for lobbying services. (RE)
5. Resolution authorizing execution of a professional services agreement with Van Scoyoc Associates for consulting services. (RE)

6. Resolution authorizing execution of a professional services agreement with Socialize Your Bizness, Inc., for social media consulting and marketing services. (RE)
7. Resolution authorizing execution of a performance contract with Baldwin County Economic Development Alliance, Inc. (RE)
8. Resolution appropriating funds to the Gulf Shores Airport Authority in an amount not to exceed \$75,000 for FY2024. (RE)
9. Resolution authorizing execution of a performance contract with Coastal Ballet, Inc. (RE)
10. Resolution extending the entertainment district at SanRoc Cay Marina / Perdido Beach Resort. (RE)
11. Resolution extending the entertainment district at the Wharf. (RE)

Public Hearings

1. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1106-ZT-23, Zoning Text Amendment, Section 5.16, Recreational Vehicles. (Suggested date 12/5/2023) (KA)
2. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1107-ZT-23, Zoning Text Amendment, Section 16.02, Tree Protection and Landscaping Applicability. (Suggested date 12/5/2023) (KA)

Ordinances

V. Public Comments

VI. Adjourn

**MINUTES OF
ORANGE BEACH CITY COUNCIL
WORK SESSION
NOVEMBER 7, 2023 – 10:00 A.M.
COASTAL ARTS CENTER**

The Orange Beach City Council met on November 7, 2023, at 10:36 A.M. with Mayor Tony Kennon presiding.

The following members were present:

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

The following members were absent:

Councilmember Jeff Silvers

The following items were discussed:

1. Powerline Road improvements.
2. City staffing.
3. Canal Road construction schedule update.
4. Christmas decorations.
5. Veterans Memorial project.
6. Potential property purchases.
7. Pickleball court requests.
8. Performing Arts Center lobby improvements and benches.
9. Wharf fireworks for tree lighting event.
10. Proposed budget for Fiscal Year 2024.
 - a. One time payment for employees.
 - b. Right-of-way mowing in neighborhoods.
 - c. Employee healthcare.
11. Golf carts public service announcement.
12. Potential new job positions for the city.
13. Expect Excellence programming fees.
14. Ordinance for water-based businesses.

Mayor Kennon left at 2:01 P.M.

Councilmember Jerry Johnson left at 2:02 P.M.

With there no longer being a quorum, the meeting adjourned.

Time: 2:02 P.M.

APPROVED this 5th day of December, 2023.

Renee Eberly
City Clerk

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
NOVEMBER 7, 2023 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 4:59 P.M.
- II. INVOCATION** Pastor Josh McIntosh, Worship on the Water at Flora-Bama
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

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

Absent: Councilmember Jeff Silvers

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Work Session	10/03/2023
Regular Council Meeting	10/03/2023
Committee of the Whole	10/03/2023
Work Session	10/11/2023

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> | Building Official's report attached. |
| 4. <u>Chief, Police Department – Steve Brown</u> | No report. |
| 5. <u>Chief, Fire Department – Jeff Smith</u> | No report. |
| 6. <u>City Clerk – Renee Eberly</u> | No report. |
| 7. <u>Director, Finance – Ford Handley</u> | No report. |
| 8. <u>Parks & Recreation – 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> | No report. |

VIII. AUDITING OF ACCOUNTS

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

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

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 \$730,600 and accepting the unit price of \$30 per cubic yard for removal and replacement of unsuitable soil. **Motion made (Johnson/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

XII. NEW BUSINESS

Resolutions

1. Resolution rejecting all bids for Rosemary Dune Cabins for the Coastal Resources Department. **Motion made (Mitchell/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution awarding the bid for a Softball and Baseball Field House. **Motion made (Blalock/Mitchell) to postpone consideration until the next council meeting on November 14th.** Vote unanimous in favor. **Motion passed.**
3. Resolution awarding the bid for a Blower Package for the Utilities Department to Jim House & Associates, Inc., in the amount of \$178,200. **Motion made (Boyd/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution authorizing the execution of a professional services agreement with Lexipol, LLC, for the purpose of updating the Orange Beach Fire Department Policy Manual. **Motion made (Mitchell/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. Resolution authorizing the sole source purchase of a Lifeguard Tower from Bausch Enterprises, Inc., for the Surf Rescue Division of the Fire Department in the amount of \$88,810. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution authorizing execution of a performance agreement with the Garner C. Tampary Memorial Foundation, Inc., for the "Merry Memories Tinsel Trail" event. **Motion made (Blalock/Boyd) to adopt the resolution.** Brief discussion followed. Mark Tampary spoke on behalf of the Foundation. Mr. Tampary thanked Brett/Robinson for donating the trees and stated that all proceeds will benefit the Christian Service Center. He also explained that trees will be set up at Waterfront Park in front of the Kids Park playground. Vote unanimous in favor. **Motion passed.**
7. Resolution authorizing the purchase of an Ambulance for the Fire Department through the H-GAC Purchasing Cooperative from Southern Emergency Consultants, LLC, in the amount of \$405,954. **Motion made (Blalock/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

Public Hearings

1. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1104-PUDA-23, The Wharf PUD Minor Amendment, Culver's Restaurant (Architectural Amendment).

Griffin Powell, Planner II, presented the case overview requesting a minor modification to the Wharf Planned Unit Development Master Plan to amend the architectural elevations of the proposed Culver's restaurant to be located at 23671 Canal Road.

There being no opposition, the public hearing adjourned.

Ordinances

1. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1104-PUDA-23, The Wharf PUD Minor Amendment, Culver's Restaurant (Architectural Amendment). **Motion made (Boyd/Johnson) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (5-0).** **Motion made (Blalock/Mitchell) to adopt the ordinance.** Roll call vote revealed: Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (5-0).**

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:15 P.M.

APPROVED this the 5th day of December, 2023.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
NOVEMBER 7, 2023 – 5:15 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the November 7, 2023, agenda.

The following members were present:

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

The following members were absent:

Councilmember Jeff Silvers

The following items were discussed:

1. Resolution establishing a schedule of dates for the Municipal Court of the City of Orange Beach.
2. Resolution authorizing the execution of an amended implementation agreement with the Alabama Department of Conservation and Natural Resources for the Coastal Alabama Sea Turtle Triage Restoration Project.
3. Resolution authorizing execution of an intergovernmental agreement with the South Alabama Purchasing Association.
4. Resolution declaring certain personal property owned by the City of Orange Beach as surplus and unneeded and authorizing the Mayor and City Clerk to dispose of such property.
5. Resolution authorizing execution of a change order with R&B Contracting Company, Inc., for the Sewer Force Main Canal Road to CR-12 Project in an amount not to exceed \$80,722.
6. Resolution authorizing execution of an Employee Assistance Program Agreement with New Directions Behavioral Health, L.L.C.
7. Resolution approving the Fiscal Year 2024 Budget for the City of Orange Beach, including the transfer of special revenue funds to general fund for special revenue fund projects. Ford Handley, City Administrator / Finance Director, gave a brief overview of the proposed budget.
8. Resolution authorizing execution of a mutual aid agreement with Lifeguard Ambulance Services, LLC, dba Medstar EMS, for the Fire Department.

Public Comments:

None

There being no further business, the meeting adjourned.

Time: 5:22 P.M.

APPROVED this 5th day of December, 2023.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 14, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing the city to host community events for the benefit of citizens and visitors of the City of Orange Beach during 2024. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-05-23 23-xxx Authorize Community Events 2024

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING THE CITY TO HOST
COMMUNITY EVENTS FOR THE BENEFIT OF CITIZENS AND VISITORS OF THE
CITY OF ORANGE BEACH DURING 2024**

FINDINGS:

1. The City hosts certain annually held community events for the benefit of its citizens and visitors, specifically, the City Mardi Gras Parade, the Art Festival, Seafood Fest at the Wharf, Freedom Fest at the Wharf, the City Christmas Tree Lighting Event at the Wharf, and City School Community Events. These events are important to the local economy as well as to the general welfare and spirit of the community.
2. The City wishes to host the above stated events during the calendar year 2024.
3. The stated events will promote tourism and local businesses, stimulate economic growth in the community and provide benefit to the City's economy.
4. The stated events serve as a public purpose by promoting the health, safety, morals, security, prosperity, contentment, and general welfare of the community.
5. The stated events will provide quality-of-life benefits to the community by bringing the community together, celebrating and enhancing the spirit of community.
6. The City Council has determined that providing such events serves a public purpose and is in the best interest of the citizens and visitors 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 Orange Beach City Council, having determined that it serves a public purpose and is in the best interest of the City, hereby authorizes the use of certain public resources for the purpose of hosting annual community events in the City of Orange Beach, namely the City Mardi Gras Parade, the Art Festival, Freedom Fest at the Wharf, the City Christmas Tree Lighting Event at the Wharf, and City School Community Events;
2. That the Mayor be and hereby is authorized to sign such agreements as may be necessary for expending funds to host the events and/or for hosting the events generally; and
3. That this Resolution shall become effective immediately upon its adoption and remain effective until its expiration on December 31, 2024.

ADOPTED THIS 5th DAY OF DECEMBER, 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 December 5, 2023.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 14, 2023**

Departments: City Clerk

Description of Topic: Resolution appointing members to the Employees' Leave Bank Committee. (VP)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-05-23 23-xxx Appoint Leave Bank Committee Dick Brown

RESOLUTION NO. 23-xxx

**A RESOLUTION APPOINTING MEMBERS TO THE
EMPLOYEES' LEAVE BANK COMMITTEE**

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

1. That Chandler Dick is hereby appointed to serve on the Employee's Leave Bank Committee for a two (2) year term beginning on January 1, 2024, and ending December 31, 2025;
2. That Joe Brown is hereby appointed to serve on the Employee's Leave Bank Committee for a two (2) year term beginning on January 1, 2024, and ending December 31, 2025;
3. That it be reaffirmed that the following persons have been appointed to the Employee's Leave Bank Committee for the terms set out below:

Ford Handley, City Administrator / Finance Director, Permanent Member

Vicki Pishna, Human Resources Director, Permanent Member

Jesse Hollingsworth, term ending December 31, 2024

Nick Bryant, term ending December 31, 2024

4. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 5th DAY OF DECEMBER, 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 December 5, 2023.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 14, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of an agreement with CGI Communications, Inc., dba CGI Digital, for a community showcase video program. (MA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-05-23 23-xxx Authorize Agreement CGI Digital Community Showcase Video Program
2. 2023.11.09 Agreement CGI Digital Community Showcase Video Program

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH
CGI COMMUNICATIONS, INC. (DBA CGI DIGITAL)
FOR A COMMUNITY SHOWCASE VIDEO PROGRAM**

FINDINGS:

1. The Special Projects Coordinator has presented an Agreement with CGI Communications, Inc., doing business as CGI Digital, for the purpose of providing a community showcase video program.
2. After having reviewed said agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute the agreement (attached Exhibit A) in substantially the form and of substantially the content now before the Council between the City of Orange Beach and CGI Communications, Inc., doing business as CGI Digital, 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 5th DAY OF DECEMBER, 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 December 5, 2023.

City Clerk



Name: Holly Bryant
Title: Executive Assistant
Address: 4099 Orange Beach Boulevard
City, State, Zip: Orange Beach, AL 36561
Phone number: 251-981-6810
Website: <https://www.orangebeachal.gov/>
Email: hbryant@orangebeachal.gov

This Agreement is between CGI Communications, Inc. D/B/A CGI Digital ("CGI") and the City of Orange Beach (the "City"). It shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewer access on different devices via a link on the <https://www.orangebeachal.gov/> including any alternate versions of that homepage.

During the term of this Agreement, CGI shall:

- Produce up to 4 videos with subject matter that may include but is not limited to: Welcome, Education, Healthy Living, Homes / Real Estate, or Community Organizations
- Multiple segments of aerial footage pending approval from FAA and any airports within a 5-mile radius of filming location(s)
- Provide script writing and video content consultation
- Send a videographer to City locations to shoot footage for the videos
- Reserve the right to use still images and photos for video production
- Create all aspects of video production which includes, storyboarding, shot lists, filming, graphics, color grading, music selection, and audio mastering
- Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds
- Store and stream all videos on CGI's dedicated server
- Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates
- Feature business sponsors around the perimeter of video panels
- Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access to the Community Video Program from the City website, including any alternate versions of the City's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the <https://www.orangebeachal.gov/> website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this Agreement. "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Grant to the City a license to use CGI's Line of Code to link to and/or stream the videos
- Own copyrights of the master Community Video Program
- Assume all costs for the Community Video Program

During the term of this Agreement, the City shall:

- Provide a letter of introduction for the program on the City's letterhead
- Assist with the content and script for the Community Video Program
- Provide notice of any changes, revisions, requests, or modifications to final video content within 30 days of its receipt
- Grant CGI the right to use the City's name in connection with the preparation, production, and marketing of the Community Video Program
- Display the "Coming Soon" graphic link prominently on the <https://www.orangebeachal.gov/> within 10 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its <https://www.orangebeachal.gov/> homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this Agreement
- Ensure that this Agreement remains valid and in force until the agreed-upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors, and assigns to stream all video content produced by CGI for the Community Video Program
- Agree that the City will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark, or other intellectual property, privacy or publicity right for use in any video or other display comprising this program. Submissions should be received by CGI by the agreed-upon primary filming date.

This Agreement constitutes the entire Agreement of the parties and supersedes any and all prior communications, understandings, and Agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. The city warrants that it is a tax-exempt entity. The undersigned, have read and understand the above information and have full authority to sign this Agreement.

City of Orange Beach, AL

Signature:

Name (printed):

Title:

Date:

CGI Communications, Inc. D/B/A CGI Digital

Name (printed): Nicole Rongo

Title: Vice President, Government Relations & Strategic Partnerships

Date: October 31, 2023



130 East Main Street, 5th Floor
Rochester, NY 14604

Phone: 800.398.3029
cgidigital.com



**REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 14, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Bob Riley and Associates, LLC, for lobbying services. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-05-23 23-xxx Authorize Professional Services Agreement Bob Riley Associates Lobbyist
2. 2023.11.09 Professional Services Agreement Bob Riley Associates

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
BOB RILEY AND ASSOCIATES, LLC, FOR LOBBYING SERVICES**

FINDINGS:

1. The City Council for the City of Orange Beach, Alabama, has reviewed the performance of Bob Riley and Associates, LLC, as lobbyist for the City.
2. The City Council desires to utilize the services of Bob Riley and Associates, LLC, to provide the City with direct representation and public affairs support services, to include lobbying during the regular and special legislative sessions and support at the state level.
3. The term of this agreement shall be for twelve (12) months commencing January 1, 2024, and ending December 31, 2024.

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

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

ADOPTED THIS 5th DAY OF DECEMBER, 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 December 5, 2023.

City Clerk

PROFESSIONAL SERVICES CONTRACT

This Agreement is made and entered into by and between the City of Orange Beach, an Alabama municipal corporation (the “City”) and Bob Riley and Associates, LLC, an Alabama Limited Liability Corporation (sometimes hereinafter “Contractor”), as follows:

1. Recitals.

WHEREAS, Contractor is a consulting firm that employs one or more registered lobbyists to provide representation and public affairs support concerning legislative matters of interest to the City;

WHEREAS, Contractor also provides general consulting services for projects and issues outside Montgomery;

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

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

2. Scope of Services.

Contractor will provide lobbyists, direct representation and public affairs support services concerning legislative issues, more particularly described below. Contractor will use its best efforts in representing City and:

Lobbying and Direct Representation

- (a) Work with the Mayor and Council to identify issues of importance to City that are impacted by state government and assist in the favorable resolution of such issues;
- (b) Support the Mayor and Council as they work to meet the infrastructure needs of the community to allow for continued smart growth and development including, interaction with state agencies such as the Departments of Transportation, Environmental Management, Conservation and Natural Resources and others;
- (c) Provide an enhanced presence at the Alabama Department of Transportation to focus attention on key transportation needs and issues including the widening of Canal Road, developing a southern alternative evacuation route, extending the Foley Beach Express to I-10 and ultimately to I-65 and building a second bridge off the island;
- (d) Assist in coordinating meetings and events in Baldwin County to target members of the legislative leadership and members of key legislative committees to highlight the opportunities for growth and development of the community and its positive impact on the state of Alabama;
- (e) Provide a point of contact between the Mayor and Council and the local legislative delegation, and work to develop and enhance those relationships to further the City’s interests;
- (f) Monitor and provide lobbying services on any legislative issues of importance to the city including local legislation and matters of statewide impact; read and analyze first readings in the House and the Senate throughout the sessions; represent the city on any matters of concern and interest before the legislature;
- (g) Coordinate with the City’s Washington lobbyist on federal issues.

General Consulting / Public Affairs

- (h) Work with the Mayor and Council to implement a communications plan including op-eds, letters to the editor, editorial board briefings and other elements to gain earned media support for the city of Orange Beach in order to support the continued growth and development of the community. These activities will be designed to support the Mayor and Council with key state policy makers and the public, thereby enhancing the community's interaction and efforts at the state level.

3. Warranties and Representations.

Contractor warrants and represents that:

- (a) Contractor and all of its agents and employees will abide by all laws relating to the activities to be performed under this agreement, including where applicable, registration with the Alabama Ethics Commission;
- (b) Contractor will promptly report to City any complaints or investigations initiated by the Alabama Ethics Commission or other regulatory body;
- (c) Contractor will disclose in writing to Mayor and City Administrator any conflict of interest should the same arise during the term of this contract, and advise how Contractor proposes to handle such conflict;

4. Compensation.

As full and total compensation for the services to be provided pursuant to this agreement, Contractor shall be paid \$10,000.00 monthly, plus actual and reasonable expenses. Said payments shall be made upon receipt of an Invoice from Contractor. All out of state travel must be approved in advance by the Mayor.

5. Term.

The term of this agreement shall commence on January 1, 2024, and end on December 31, 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.

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.

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

7. Insurance.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect insurance naming the City as an additional insured, as reflected in the Certificate of Insurance attached hereto as Exhibit "A".

8. Assignment.

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

9. Compliance with Law.

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

10. Termination.

This agreement may be terminated by either party for any reason upon sixty (60) days notice of the intent to terminate. Upon termination, Contractor shall be paid pro rata for all services actually rendered up to the effective date of termination.

11. Final Agreement.

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

12. Modifications.

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

13. Severability.

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

14. Law Governing.

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

15. Permits, etc.

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

16. Notices.

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

City of Orange Beach:

City Clerk
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:

Bob Riley and Associates, LLC
3530 Independence Drive
Birmingham, Alabama 35209

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: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

BOB RILEY AND ASSOCIATES, LLC

By: _____
Robert R. Riley, Owner

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 _____

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Robert R. Riley, whose name as Owner of Bob Riley and Associates, Inc., a limited liability 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 _____ day of _____, 2023.

(SEAL)

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



**REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 14, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Van Scoyoc Associates for consulting services. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-05-23 23-xxx Authorize Professional Services Agreement Van Scoyoc Associates Consultant
2. 2023.11.09 Professional Services Agreement Van Scoyoc Associates

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
VAN SCOYOC ASSOCIATES FOR CONSULTING SERVICES**

FINDINGS:

1. The City Council for the City of Orange Beach, Alabama, has reviewed the performance of Van Scoyoc Associates as consultants and advisors with regard to various federal agencies and legislative issues.
2. After having reviewed such performance, the City Council has determined that the continuing services of Van Scoyoc Associates are in the best interests of the City of Orange Beach, Alabama.
3. The term of this agreement shall be for twelve (12) months commencing January 1, 2024, and ending December 31, 2024.

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

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

ADOPTED THIS 5th DAY OF DECEMBER, 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 December 5, 2023.

City Clerk

PROFESSIONAL SERVICES CONTRACT

This Agreement is made and entered into by and between the City of Orange Beach, a Class 8 Alabama municipal corporation (hereinafter the "City") and Van Scoyoc Associates, a corporation duly formed and existing under the laws of the District of Columbia (hereinafter the "Contractor"), as follows:

1. Recitals.

WHEREAS, the City desires to engage Contractor to provide representation and public affairs support concerning various federal legislative issues;

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

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

2. Retainer.

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

3. Consulting Services to be Performed.

Contractor undertakes to monitor and evaluate various federal legislative issues and to advise the City on the components of an agency and legislative plan and the appropriate strategy necessary to achieve the goals of such a plan.

Contractor will perform such other services with regard to federal legislative issues as are mutually agreed to between the Contractor and the City.

4. Compensation.

As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid the sum of \$6,000.00 per month, plus actual and reasonable expenses. For the purposes of this Agreement, reasonable expenses include charges for telephone, fax and transportation expenses actually incurred in the performance of services under this Agreement and directly attributable thereto. The City represents and warrants that these payments shall not be made with federally appropriated funds.

Contractor agrees to abide by the City's established travel policies, and agrees that any long distance travel and entertainment must be approved in advance by the City Administrator.

Contractor shall be paid monthly, in advance, upon the City's receipt of a properly documented invoice.

5. Term.

The term of this Agreement is twelve (12) months commencing January 1, 2024, and ending December 31, 2024.

6. Independent Contractor.

Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations

incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor.

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

7. Insurance.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and affect the policy of insurance evidenced by the certificate of insurance attached hereto, with the City being named as an additional insured.

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

8. Assignment.

Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this

Agreement or any of the rights or privileges granted herein without the prior written consent of City; which consent shall be granted or denied solely at City's discretion.

9. Compliance with Law.

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

10. Termination.

Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement and have no further obligation to Contractor.

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

11. Final Agreement.

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

12. Modifications.

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

13. Severability.

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

14. Law Governing.

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

15. Permits, etc.

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

16. Notices.

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

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

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

And to Contractor: Van Scoyoc Associates, Inc.
800 Maine Avenue, SW, Suite 800
Washington, DC 20024
Attn: Brian Robinson, General Counsel

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

CITY OF ORANGE BEACH

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

VAN SCOYOC ASSOCIATES, INC.

By: _____
H. Stewart Van Scoyoc
Chairman, Founder, and CEO

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 _____

I, the undersigned Notary Public, in and for said county in said state, hereby certify that H. Stewart Van Scoyoc, whose name as Chairman, Founder, and CEO of Van Scoyoc Associates, Inc., a corporation duly formed and existing under the laws of the District of Columbia, 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 _____ day of _____, 2023.

(SEAL)

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



**REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 14, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a professional services agreement with Socialize Your Bizness, Inc., for social media consulting and marketing services. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-05-23 23-xxx Authorize Professional Services Agreement Socialize Your Bizness Social Media
2. 2023.11.09 Professional Services Agreement Socialize Your Bizness Social Media

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
SOCIALIZE YOUR BIZNESS, INC., FOR
SOCIAL MEDIA CONSULTING AND MARKETING SERVICES**

FINDINGS:

1. The City Council for the City of Orange Beach, Alabama, has reviewed the performance of Socialize Your Bizness, Inc., for social media consulting and marketing services.
2. After having reviewed the agreement (attached Exhibit A), the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.
3. The term of this agreement shall be for twelve (12) months commencing January 1, 2024, and ending December 31, 2024.

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

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Socialize Your Bizness, 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 upon its adoption.

ADOPTED THIS 5th DAY OF DECEMBER, 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 December 5, 2023.

City Clerk

PROFESSIONAL SERVICES CONTRACT

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

1. Recitals.

WHEREAS, Contractor is a consulting firm that provides social media strategies for digital marketing;

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

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

2. Scope of Services.

Contractor will provide 20-30 hours per month for the following services:

- (a) General Social Media strategy and marketing consulting;
- (b) Social Media updates or creation, management and daily responsibility;
- (c) Facebook and Twitter pages;
- (d) Development and execution of a social content strategy. Any special events or product announcements will be incorporated per City request;
- (e) Management of posting, posting at least 1-2 times per day;
- (f) Cross promotion with industry related community projects, businesses, centers, activities, events, etc., upon request;
- (g) Responding and engaging with fans and followers to build relationships;
- (h) Reputation management, including approved responses to unfavorable community reviews;
- (i) Content writing as needed in the way of press releases, community flyers, notices and announcements;
- (j) Two (2) live videos per month;
- (k) Attendance at select City events, as needed.

3. Compensation.

Contract will be paid on a monthly retainer of \$1,800.00 for the services provided pursuant to this Agreement. Payments will be made upon receipt of an invoice from Contractor detailing work performed and hours worked.

4. Term.

The term of this Agreement is twelve (12) months commencing January 1, 2024, and ending December 31, 2024, unless terminated earlier in accordance with paragraph 9. This Agreement may be renewed by resolution adopted the City Council.

5. Independent Contractor.

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.

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

6. 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.

7. 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.

8. Compliance with Law.

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

9. Termination.

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

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

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

13. 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.

14. Permits, etc.

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

15. 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.

16. Notices.

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

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

With Required Copy to:
City Attorney
Post Office Box 458
Orange Beach, Alabama 36561

And to Contractor
Socialize Your Bizness
30365 Ono North Loop W
Orange Beach, Alabama 36561

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

CITY OF ORANGE BEACH
An Alabama Municipal Corporation

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

SOCIALIZE YOUR BIZNESS, INC.
An Alabama Corporation

By: _____
Cindy Ross, Owner

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 _____

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Cindy Ross, whose name as Owner of Socialize Your Bizness, Inc., 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 _____ day of _____, 2023.

(SEAL)

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



**REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 14, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a performance contract with Baldwin County Economic Development Alliance, Inc. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-05-23 23-xxx Authorize Performance Contract Baldwin County Economic Development Alliance BCEDA
2. 2023.11.09 Performance Contract Economic Development Alliance BCEDA

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PERFORMANCE CONTRACT WITH
BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.**

FINDINGS:

1. The City Council for the City of Orange Beach, Alabama, has reviewed the performance of Baldwin County Economic Development Alliance, Inc., as the regional development agency.
2. The City Council desires to support the goals and initiatives of the Baldwin Economic Development Alliance, Inc.
3. The term of this agreement shall be for twelve (12) months commencing January 1, 2024, and ending December 31, 2024.

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

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the agreement (attached Exhibit A) in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Baldwin County Economic Development Alliance, 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 5th DAY OF DECEMBER, 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 December 5, 2023.

City Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

PERFORMANCE CONTRACT

THIS PERFORMANCE CONTRACT (hereinafter "Agreement") is made and entered into by and between the City of Orange Beach, an Alabama Municipal Corporation (hereinafter "City") and the Baldwin County Economic Development Alliance, Inc., a 501(c)(6) non-profit corporation (hereinafter "Alliance").

WHEREAS, the City has determined that the welfare of the City's citizens requires a healthy, diverse economy, new capital investment, and job opportunities;

WHEREAS, the Alliance serves as the regional economic development agency covering Baldwin County and all municipalities within, with the goal of creating jobs, recruiting capital investment, and retaining existing business;

WHEREAS, the Alliance works to promote and market Baldwin County and specifically utilizes the relationship with the City of Orange Beach staff and officials to recruit new companies into the region and to assist existing business with expansion needs; and

NOW THEREFORE,

WITNESSETH:

The City expresses its support for the goals and initiatives of the Alliance, and the City and Alliance, 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:

1. The term of this agreement shall begin upon the execution hereof and remain in full force for the calendar year of 2024.
2. The City agrees to invest \$12,500 in the Alliance for one year.
3. In response to the investment, the Alliance shall:
 - a. Provide and administer economic development services benefitting the City;
 - b. Endeavor to attract and promote new and expanding business prospects within Baldwin County, Alabama;
 - c. Create jobs and employment opportunities for citizens; and
 - d. Provided research and data as needed while marketing the region to prospects.
4. Notwithstanding any of the provisions of this contract, it is understood and agreed that the City has no financial interest in the business of the Alliance and shall not be liable for any debts or obligations incurred by the Alliance, nor shall the City be deemed or construed to be a partner, joint venture, or otherwise interested in the assets of the Alliance, or profits earned or derived by the Alliance, nor shall the Alliance at any time or times use the name or credit of the City in purchasing, or attempting to purchase equipment, supplies, or other things whatsoever.

5. The Alliance, in the performance of its duties, responsibilities, and obligations hereunder, shall not be deemed to be an agent of the City, but shall take all steps at its own expense, as the City may from time to time request, to indicate and assure that it is an independent contractor. The City does not, and will not, assume any responsibility for the means which, or manner in which, services by the Alliance, provided for herein, are performed, but on the contrary, the Alliance shall be wholly responsible therefore.
6. The Alliance shall not transfer or assign this Contract or any of the rights or privileges granted herein without the prior written consent of the City, the Alliance shall comply strictly with all the laws of Baldwin County, Alabama, the State of Alabama, the United States of America, and all the rules and regulations of all applicable agencies thereof.

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: _____
Anthony T. Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

BALDWIN COUNTY ECONOMIC DEVELOPMENT
ALLIANCE, INC.

By: _____
Lee Lawson, President and CEO



**REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 14, 2023**

Departments: City Clerk

Description of Topic: Resolution appropriating funds to the Gulf Shores Airport Authority in an amount not to exceed \$75,000 for FY2024. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-05-23 23-xxx Appropriate Funds JKA Airport Authority

RESOLUTION NO. 23-xxx

**A RESOLUTION APPROPRIATING FUNDS TO THE
GULF SHORES AIRPORT AUTHORITY
IN AN AMOUNT NOT TO EXCEED \$75,000 FOR FY2024**

FINDINGS:

1. On May 3, 2016, the Orange Beach City Council adopted Resolution No. 16-082 authorizing the Mayor to execute a performance contract with the Airport Authority of the City of Gulf Shores.
2. On February 21, 2017, Orange Beach City Council adopted Resolution No. 17-055 amending the performance contract to state that, “the City shall make an annual lump sum payment in the amount of Thirty-Five Thousand Dollars (\$35,000.00), or such other amount as may from time to time be approved by the Orange Beach City Council, on or before March 1st of every year. All such funds shall be maintained by the Authority and designated “Orange Beach Marketing Fund,” and shall be used solely for the purposes set forth in this contract.”
3. The Orange Beach City Council supports the expansion of services at the Jack Edwards National Airport, and would like to increase the contribution for Fiscal Year 2024 from \$35,000 to \$75,000.
4. City Council has determined that financially supporting the expansion of services at the Jack Edwards National Airport serves a public purpose for the City of Orange Beach.

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

1. That Council appropriates a sum not to exceed Seventy-Five Thousand Dollars (\$75,000.00) to the Gulf Shores Airport Authority for FY2024 to be designated “Orange Beach Marketing Fund” to be used solely for the purposes set forth in the performance contract authorized through Resolutions No. 16-082 and 17-055; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 5th DAY OF DECEMBER, 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 December 5, 2023.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 14, 2023**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a performance contract with Coastal Ballet, Inc. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-05-23 23-xxx Authorize Performance Contract Coastal Ballet Academy
2. 2023.11.09 Performance Contract Coastal Ballet

RESOLUTION NO. 23-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PERFORMANCE CONTRACT WITH
COASTAL BALLET, INC.**

FINDINGS:

1. The City of Orange Beach and Coastal Ballet, Inc. have reached an agreement (attached Exhibit A) whereby Coastal Ballet, Inc., will provide professional dance and ballet performances for the City of Orange Beach.
2. The City believes having a professional ballet company provide performances in the City serves the health, safety and welfare of the public, enhancing exposure to the arts, and desires to engage Contractor to provide such services for the benefit of Orange Beach residents and visitors.
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 twelve (12) months commencing January 1, 2024, and ending December 31, 2024.

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

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Coastal Ballet, 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 5th DAY OF DECEMBER, 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 December 5, 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 Coastal Ballet, Inc., a 501(c)(3) (sometimes hereinafter “Contractor”), as follows:

1. Recitals:

- a. Contractor is a professional ballet company that produces dance and ballet performances.
- b. The City believes having a professional ballet company provide performances in the City serves to benefit the health, and welfare of the public, enhancing exposure to the arts, and 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 produce a minimum of two professional dance and ballet performances per year for the City. Performances shall be appropriate for all ages and consistent with the family friendly image and mission statement of the City of Orange Beach.
- b. Contractor must have an Orange Beach Business License.
- c. Contractor will provide all dancers, actors, and volunteers required to complete performances as well as costumes, props and recorded music. Contractor shall be responsible for compliance with all trademark and copyright laws and obtain all necessary licenses at Contractor's expense.
- d. Contractor will provide all personnel and stagehands.
- e. Contractor will coordinate scheduling of performances with the City in advance. The City reserves the right to approve or deny scheduling based on conflicting City programming or in the case of an emergency.
- f. Abide by all rules, policies and procedures, as adopted by the City Council and applicable to the venue utilized by Contractor hereunder as if set forth fully herein. Contractor understands that the Performing Arts Center and Orange Beach Event Center are each subject to varying rules and policies of use and Contractor agrees to obtain and comply with said rules and policies.

3. City’s Obligations:

- a. City agrees to make a performance venue available to the Contractor for scheduled performances.
- b. City agrees to manage the sale of performance tickets.
- c. City will provide access to the performance venue for practice and performance.

4. Compensation:

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

5. Term:

The term of this Agreement is twelve (12) months commencing January 1, 2024, and ending December 31, 2024, unless terminated earlier in accordance with paragraph 11.

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:

And to Contractor:

Coastal Ballet, Inc.
Attn: Rio Cordy
Post Office Box 11
Foley, Alabama 36536

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: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

CONTRACTOR:

COASTAL BALLETT, INC.

By: _____
Rio Cordy, Its Principal

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 _____, 2023.

(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 Rio Cordy, as Principal of Coastal Ballet, Inc., whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me this day that, being informed of the contents of the above and foregoing agreement, with the full authority on behalf of the corporation, she executed the same voluntarily on the day the same bears date.

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

(SEAL)

Notary Public
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 14, 2023**

Departments: City Clerk

Description of Topic: Resolution extending the entertainment district at SanRoc Cay Marina / Perdido Beach Resort. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-05-23 23-xxx Extend Entertainment District SanRoc Cay Marina Perdido Beach Resort

RESOLUTION NO. 23-xxx

**A RESOLUTION EXTENDING THE ENTERTAINMENT DISTRICT
AT SANROC CAY MARINA / PERDIDO BEACH RESORT**

FINDINGS:

1. On July 10, 2012, the City Council, pursuant to Alabama Code §28-3A-17.1, adopted Resolution No. 12-089 designating SanRoc Cay Marina / Perdido Beach Resort as an Entertainment District as allowed by Ordinance No. 2012-1150.
2. Extensions are issued annually by City Council with the current extension authorized by Resolution No. 22-262 expiring on December 31, 2023.
3. City Council deems it appropriate to extend the district designation for one year.

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

1. That the Entertainment District at SanRoc Cay Marina / Perdido Beach Resort is hereby extended to December 31, 2024;
2. That a copy of this resolution shall be sent to the Alabama Beverage Control Board; and
3. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 5th DAY OF DECEMBER, 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 December 5, 2023.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 14, 2023**

Departments: City Clerk

Description of Topic: Resolution extending the entertainment district at the Wharf. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 12-05-23 23-xxx Extend Entertainment District Wharf

RESOLUTION NO. 23-xxx

**A RESOLUTION EXTENDING THE ENTERTAINMENT DISTRICT
AT THE WHARF**

FINDINGS:

1. On July 5, 2012, the City Council, pursuant to Alabama Code §28-3A-17.1, adopted Resolution No. 12-088 designating The Wharf as an Entertainment District as allowed by Ordinance No. 2012-1150.
2. Extensions are issued annually by City Council with the current extension authorized by Resolution No. 22-263 expiring on December 31, 2023.
3. City Council deems it appropriate to extend the district designation for one year.

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

1. That the Entertainment District at The Wharf is hereby extended to December 31, 2024;
2. That a copy of this resolution shall be sent to the Alabama Beverage Control Board; and
3. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 5th DAY OF DECEMBER, 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 December 5, 2023.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 14, 2023**

Departments: Community Development

Description of Topic: Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1106-ZT-23, Zoning Text Amendment, Section 5.16, Recreational Vehicles. (Suggested date 12/5/2023) (KA)

Background/Description: The Community Development Department requests approval of a zoning text amendment to modify Section 5.16 of the Orange Beach Zoning Ordinance to add language regarding the regulation of recreational vehicles being used as residences.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
NOVEMBER 14, 2023**

Departments: Community Development

Description of Topic: Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1107-ZT-23, Zoning Text Amendment, Section 16.02, Tree Protection and Landscaping Applicability. (Suggested date 12/5/2023) (KA)

Background/Description: The Community Development Department requests approval of a zoning text amendment to modify Section 16.02 of the Orange Beach Zoning Ordinance to remove the landscape and tree removal exemptions for commercial tree operations.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None