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## REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

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**I. Roll Call**

**II. Consideration of Previous Minutes**

1. Regular Council Meeting 03/05/2024
2. Committee of the Whole 03/05/2024
3. Work Session 03/12/2024

**III. Unfinished Business**

**Miscellaneous**

**Resolutions**

**Ordinances**

**IV. New Business**

**Miscellaneous**

**Resolutions**

1. Resolution authorizing execution of a performance agreement with McLean Motor Sports Productions, LLC, for a Spring 2024 "Bama Coast Cruisin'" car show event. (MA)
2. Resolution amending the Employees Pay Plan/Job Listing to accommodate the approved 2024 Budget. (FH)
3. Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide design services for new Gateway Signs in an amount not to exceed \$3,800. (GS)

**Public Hearings**

1. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0304-ZT-24, Zoning Text Amendments, Sections 4.01 & 5.13, Charter Boat Home Occupations. (Suggested date 4/16/2024) (GP)
2. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0409-PUDA-24, Cottages at Old Bay/Robinson Grove PUD Minor Modification, Marine Accessory Amendment. (Suggested date 4/16/2024) (GP)
3. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0402-PUDA-24, Zeke's Landing Marina Minor PUD Modification, East Transient Dock Amendment & Storage Building Addition. (Suggested date 4/16/2024) (GP)

**Ordinances**

**V. Public Comments**

**VI. Adjourn**

**MINUTES OF  
REGULAR COUNCIL MEETING  
ORANGE BEACH CITY COUNCIL  
MARCH 5, 2024 – 5:00 P.M.  
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 4:58 P.M.
- II. INVOCATION** Pastor John McIntosh, Worship on the Water Flora-Bama Church
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

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

Absent: None

**V. CONSIDERATION OF AGENDA**

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

**VI. CONSIDERATION OF PREVIOUS MINUTES**

|                         |            |
|-------------------------|------------|
| Regular Council Meeting | 01/16/2024 |
| Committee of the Whole  | 01/16/2024 |
| Work Session            | 01/30/2024 |

The reading was waived and minutes were approved as written.

**VII. REPORTS OF OFFICERS/COMMITTEES**

1. City Administrator – Ford Handley

Mr. Handley recognized new department heads - Adam Roberson, Community Development, and Nicole Ard, Parks and Recreation.

- |                                                           |            |
|-----------------------------------------------------------|------------|
| 2. <u>Director, Public Works – Tim Tucker</u>             | No report. |
| 3. <u>Director, Community Development – Adam Roberson</u> | No report. |
| 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 &amp; Recreation – Nicole Ard</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 – Ford Handley</u>     | No report. |

14. Mayor/Council

Councilmember Silvers thanked staff for a successful Seafood Festival. Ale McGraw, Special Events Coordinator, reported record breaking attendance of over 24,000.

Councilmember Silvers also recognized the passing of Iris Ethridge, former councilmember and founding member of the Orange Beach Fishing Association.

Councilmember Blalock reminded those in attendance of the Art Festival taking place this coming weekend on March 9-10, 2024.

Councilmember Boyd recognized Brady, an annual visitor from Minnesota who was in the audience.

**VIII. AUDITING OF ACCOUNTS**

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

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

**IX. PRESENTATIONS**

**X. RECOGNITIONS**

**XI. UNFINISHED BUSINESS**

**XII. NEW BUSINESS**

**Miscellaneous**

1. Approval of a Special Events Retail Liquor License Application by Event Concessions, Inc., for the 2024 Wharf Boat Show to be held March 15-17, 2023, at 4685 Wharf Parkway. **Motion made (Silvers/Mitchell) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**
2. Approval of a Special Retail (More than 30 Days) Liquor License Application by WE OBA Manager, LLC, for Adventure Island. **Motion made (Blalock/Mitchell) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**
3. Approval of a Special Retail (More than 30 Days) Liquor License Application by J.A.T. UNITED, LLC, for Oasis Beachside Cafe and Bar. **Motion made (Silvers/Boyd) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**
4. Approval of one-year extension for Case No. 1203-PUD-22, Romar Beach Hotel PUD expiring March 31, 2025. **Motion made (Mitchell/Boyd) to approve the extension.** Vote unanimous in favor. **Motion passed.**
5. Approval of one-year extension for Case No. 1205-PUD-22, Jones Duplex PUD expiring March 31, 2025. **Motion made (Silvers/Johnson) to approve the extension.** Vote unanimous in favor. **Motion passed.**

**Resolutions**

1. Resolution authorizing the execution of a subaward grant agreement with the Pensacola and Perdido Bays Estuary Program, Inc. to construct and operate a greenhouse. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

2. Resolution authorizing a franchise for Robin's Rides, LLC, to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach. **Motion made (Blalock/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution authorizing execution of an intergovernmental agreement with Baldwin County for maintenance of Navy Road. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution authorizing the purchase of a Vehicle for the Expect Excellence Department through Sourcewell in the amount of \$60,846.86. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. Resolution authorizing the purchase of a Tractor and Reel Mower for the Landscape Department through Sourcewell from Deere & Company in the amount of \$48,961.48. **Motion made (Mitchell/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution authorizing the execution of a cooperative maintenance agreement with the Alabama Department of Transportation for sidewalk on State Highway 180 right-of-way from Wharf Parkway East to Gulf Bay Road. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
7. Resolution awarding the bid for On-Call Carpentry, Drywall and Painting Services to MD Thomas Construction, LLC, per unit pricing for a maximum of three years. **Motion made (Johnson/Boyd) to adopt the resolution.** Vote revealed: Silvers, abstain; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (5-0-1).**
8. Resolution declaring Fire Department Uniforms owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to the Pine Grove Volunteer Fire Department. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
9. Resolution authorizing a settlement agreement by and between Chase Morrisette, et al., and the City of Orange Beach. **Motion made (Blalock/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
10. Resolution authorizing a settlement agreement by and between Laura Davis and the City of Orange Beach. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

#### **Ordinances**

1. First Reading – Ordinance amending and restating Chapter 42, Article III of the Code of Ordinances for the City of Orange Beach, Alabama, retitled “Floodplain Development.” **Motion made (Silvers/Boyd) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).** **Motion made (Silvers/Boyd) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, abstain; Kennon, aye. **Motion passed. (6-0).**

#### **XIII. PUBLIC COMMENTS**

None

#### **XIV. ADJOURN**

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

Time: 5:16 P.M.

**APPROVED** this the 2<sup>nd</sup> day of April, 2024.

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Renee Eberly  
City Clerk

**MINUTES OF  
COMMITTEE OF THE WHOLE MEETING  
ORANGE BEACH CITY COUNCIL  
MARCH 5, 2024 – 5:16 P.M.  
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the March 5, 2024, agenda.

The following members were present:

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

The following members were absent:

None

The following items were discussed:

1. Appoint voting delegate for the Alabama League of Municipalities Annual Convention and the Alabama Municipal Insurance Corporation Annual Membership Meeting to be held in Birmingham, May 10-13, 2023.
2. Resolution amending the fee schedule for emergency medical treatment and transport services.
3. Reminder: Public hearing and first reading for an ordinance to amend Ordinance No. 172, the Zoning Ordinance, Case Nos. 0103-PUD-04 and 0704-PUD-04, Reversion of the Bama Bayou Planned Unit Development Master Plan on March 19, 2024.
4. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0204-PUD-24, Admiral Self Storage PUD on March 19, 2024.
5. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0205-PUD-24, Mill's Row Beachside PUD on March 19, 2024.

Public Comments:

1. Council shared positive public feedback on the palm trees planted in the median on Canal Road, and discussed requests to plant palm trees along Perdido Beach Boulevard in a similar manner.
2. Mayor Kennon shared that the Mayor of Key West modeled Key West's new anti-vulgarity ordinance after actions taken by the City of Orange Beach.

There being no further business, the meeting adjourned.

Time: 5:24 P.M.

**APPROVED** this 2<sup>nd</sup> day of April, 2024.

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Renee Eberly  
City Clerk

**MINUTES OF  
ORANGE BEACH CITY COUNCIL  
WORK SESSION  
MARCH 12, 2024 – 10:00 A.M.  
COASTAL ARTS CENTER**

The Orange Beach City Council met on March 12, 2024, at 10:04 A.M. with Mayor Tony Kennon presiding.

The following members were present:

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

The following members were absent:

None

The following items were discussed:

1. Upcoming Orange Beach High School events.
2. School update by Orange Beach City Schools Superintendent Randy Wilkes.
3. Litigation update.
4. Performing Arts Center.
5. Personnel update.
6. Upcoming city events.
7. Nest Fest.
8. Perdido Beach Boulevard crosswalk issue.
9. Canal Road improvement project.
10. Potential development request.
11. Azalea Village nuisance abatement process.
12. Andy Andrews employee training.
13. Purchase of additional barricades.
14. Potential litigation.
15. Commercial vessel ordinance.
16. Donation of modular building to the City by the Orange Beach City School System.

There being no further business, the meeting adjourned.

Time: 2:11 P.M.

**APPROVED** this 2<sup>nd</sup> day of April, 2024.

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Renee Eberly  
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MARCH 19, 2024**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing execution of a performance agreement with McLean Motor Sports Productions, LLC, for a Spring 2024 "Bama Coast Cruisin'" car show event. (MA)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 04-02-24 24-xxx Authorize Performance Agreement McLean Motor Sports Productions Bama Coast Cruisin Spring Car Show 2024
2. 2024.03.15 Performance Agreement McLean Motor Sports Production Spring Car Show 2024

**RESOLUTION NO. 24-xxx**

**A RESOLUTION AUTHORIZING EXECUTION OF A  
PERFORMANCE AGREEMENT WITH MCLEAN MOTOR SPORTS PRODUCTIONS, LLC  
FOR A SPRING 2024 “BAMA COAST CRUISIN” CAR SHOW EVENT**

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**FINDINGS:**

1. The City wishes to engage McLean Motor Sports Productions, LLC, an Alabama limited liability company, to provide a car show event entitled “Bama Coast Cruisin” in the Spring of 2024.
2. After having reviewed the performance agreement, 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 effective on and after its adoption by the City Council and execution by the Mayor, and shall continue in full force and effect through the completion of the event being held on or about April 25-27, 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 Performance Agreement (attached Exhibit A) in substantially the form and of substantially the content now before the Council between the City of Orange Beach and McLean Motor Sports Productions, LLC, as an act for and on behalf of the City of Orange Beach, subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 2<sup>nd</sup> DAY OF APRIL, 2024.

\_\_\_\_\_  
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. 24-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 2, 2024.

\_\_\_\_\_  
City Clerk

## PERFORMANCE AGREEMENT

This Performance Agreement is entered into by and between the City of Orange Beach, Alabama, an Alabama Class 8 municipal corporation (“the City”) and McLean Motor Sports Productions, LLC, an Alabama limited liability corporation (“the Contractor”).

1. The Contractor is an organization with the mission to produce and promote custom car shows and events;
2. The Gulf Coast is the location of many events that have a significant positive economic impact on the City and its businesses such as, the Alabama Shrimp Festival, the Hangout Festival, Orange Beach Freedom Festival and others;
3. The City wishes to have a free-to-the-public event car show. The event is entitled Bama Coast Cruisin’ in the City of Orange Beach (“the Event”), which event is expected to draw support and participation from local citizens and businesses as well as draw visitors and guests to the City. The event will promote the health, safety, morals, security, prosperity, contentment and general welfare of the community by boosting public morale and stimulating the local economy thru increased revenues for businesses, the City, and the Gulf Coast;
4. The Contractor will hold the Event at the Orange Beach Event Center and the Wharf properties adjacent to the Event Center;
5. The City wishes to engage Contractor to bring the event to Orange Beach, and advertise and promote the City and the Alabama Gulf Coast through this Event;

NOW, THEREFORE:

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

### Contractor’s Obligations

7. Contractor agrees to host the Bama Coast Cruise Event at the Orange Beach Event Center on or about April 25-27, 2024. 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.
8. Contractor shall submit to the City the following information:
  - a. A description of the event;
  - b. Photographs of the event that include photographs of the crowds in attendance, entertainment, booths, and any other activities;
  - c. Screen shots that display the use of social media, including but not limited to blogs, “likes”, and comments or reviews on visitor experiences, such as Facebook, Twitter, or other social media sites;
  - d. Materials that support the effectiveness of the City’s support of this event, including estimates of the number of attendees at the event, the number of visitors to the City, the impact of the event on visitor spending, the impact of the event on hotel or other lodging occupancies, or other economic or tourism impacts on the City directly attributed to the event.

9. Contractor shall provide staff to set up, operate and tear down the audio / outdoor sound system provided by the City during the Event. These operators must be duly qualified and approved by the City. If said staff is not approved by the City, Contractor must hire a City approved outside third-party to operate the audio / outdoor sound system.
10. Contractor shall inspect all City sound equipment at delivery and be liable for any damages incurred as part of set up, use and tear down of the equipment.
11. Contractor shall utilize sound equipment to make public service announcements, public safety announcements and event notifications. All announcements and or music played shall be appropriate for all ages (contain no profanity, etc).

#### City's Obligations

12. The City will provide Contractor the following in-kind services:
  - a. Audio / outdoor sound system support for the Event, including speakers, cords, cable ramps, mixing board and a member of the City staff to supervise installation and operation during the Event and removal of the system after the Event;
  - b. Tables – 8 tables;
  - c. Barricades – approx. 100 barricades for public safety control;
  - d. Trash cans – 8 large trash cans and liners;
  - e. Traffic cones – 12 orange traffic cones

#### Terms

13. This Agreement shall be effective on and after its adoption by the City Council and execution by the Mayor and shall continue in full force and effect through the completion of the event. Contractor's obligation to document the event as required by paragraph 8 shall survive the expiration or termination of this Agreement.
14. Notwithstanding anything written herein to the contrary, all commitments made herein by the City are subject to the discretion of the City. If at any time the City determines that a public need arises that requires the denial or withdrawal of any in-kind service, then the City shall no longer be obligated or required to provide such in-kind services.
15. Indemnification: Contractor agrees to indemnify and hold harmless the City, its elected officials, agents, servants and employees, from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind which arise from, or which are in any way related to the event, including any reasonable attorneys fees, expenses or costs incurred by the City as a result of any enforcement of compliance with this Agreement or defending any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.
16. No Joint Venture: Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Contractor, and shall not be liable for any debts or obligations incurred by Contractor, nor shall the City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the Contractor, or sums earned or derived by the Contractor, nor shall Contractor at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.
17. Independent Contractor. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the 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 manner in which services by the Contractor, provided for herein, are performed, but on the contrary, the Contractor shall be wholly responsible therefore.

18. Agreement not Assignable. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for the City's having entered in this Agreement. Therefore, Contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein, without the prior written consent of the City, which such consent shall be granted or denied solely at the City's discretion.
19. Compliance with Law. Contractor hereby agrees to strictly comply with all ordinances of the City and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.
20. Termination. Either party may terminate this Agreement at any time, with or without cause, by notifying the other party of its intent to terminate. Termination shall be effective on the date notice is delivered either in person, or by mail (or by courier service).
21. Non-Discrimination. Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with this Event.
22. Insurance. Contractor shall maintain in full force and effect, liability and comprehensive insurance coverage for the Event, a copy of the certificate of insurance naming the City as an additional insured, being attached hereto. Said insurance coverage will not be altered or terminated without 30 days prior written notice to the City.
23. Notices. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following addresses:

To the City:

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

With a required copy to:

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

To the Contractor:

Mr. Adam McLean  
President  
McLean Motor Sports Productions, LLC  
2107 N. Grande View Ln.  
Alabaster, Alabama 35114

24. 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.

25. Modifications. Any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the party against whom enforcement is sought.
26. 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.
27. Law Governing. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be Baldwin County, Alabama.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF ORANGE BEACH, ALABAMA  
A Municipal Corporation

By: \_\_\_\_\_  
Tony Kennon, Mayor

ATTEST:

\_\_\_\_\_  
Renee Eberly, City Clerk

MCLEAN MOTOR SPORTS PRODUCTIONS, LLC

By: \_\_\_\_\_  
Adam McLean, President

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, Mayor and City Clerk respectively, of the City of Orange Beach, an Alabama municipal corporation, whose names 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 \_\_\_\_\_, 2024.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Alabama  
My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Adam McLean, as President of McLean Motor Sports Production, LLC, whose name 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, 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 \_\_\_\_\_, 2024.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Alabama  
My Commission Expires: \_\_\_\_\_



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MARCH 19, 2024**

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**Departments:** City Clerk

**Description of Topic:** Resolution amending the Employees Pay Plan/Job Listing to accommodate the approved 2024 Budget. (FH)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 04-02-24 24-xxx Amd Pay Plan Job Listing 2024 Budget
2. 2024.03.01 Pay Plan Job Listing\_draft

**RESOLUTION NO. 24-xxx**

**A RESOLUTION AMENDING THE  
EMPLOYEES PAY PLAN/JOB LISTING  
TO ACCOMMODATE THE APPROVED 2024 BUDGET**

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

1. That the entire Employees Pay Plan / Job Listing shall read as per the attached Exhibit A and the same is hereby adopted and approved by the Council; and
2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 2<sup>nd</sup> DAY OF APRIL, 2024.

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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. 24-xxx, which was duly and legally adopted at a regular meeting of the City Council on April 2, 2024.

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City Clerk

# City of Orange Beach Pay Plan

Revised March 1, 2024

| Job Title                 | FLSA      | Grade | Hours | Min   | Max   | Range Min | Range Max | Notes                                                                                                  |
|---------------------------|-----------|-------|-------|-------|-------|-----------|-----------|--------------------------------------------------------------------------------------------------------|
| Music Instructor I        | Nonexempt | 4     | 80    | 15.00 | 22.44 | 31,200.00 | 46,675.20 |                                                                                                        |
| Intern                    | Nonexempt | 4     | 80    | 15.00 | 22.44 | 31,200.00 | 46,675.20 | Admin, Art, PAC                                                                                        |
| Concession Stand Operator | Nonexempt | 4     | 80    | 15.00 | 22.44 | 31,200.00 | 46,675.20 |                                                                                                        |
| Recreation Attendant      | Nonexempt | 4     | 80    | 15.00 | 22.44 | 31,200.00 | 46,675.20 | Art, Expect Excellence, Golf, Rec Ctr                                                                  |
| Apprentice                | Nonexempt | 4     | 80    | 15.00 | 22.44 | 31,200.00 | 46,675.20 | Mechanic, HVAC                                                                                         |
| Technician                | Nonexempt | 4     | 80    | 15.00 | 22.44 | 31,200.00 | 46,675.20 | Support Services, Sewer, PAC, Coastal                                                                  |
| Equipment Operator I      | Nonexempt | 4     | 80    | 15.00 | 22.44 | 31,200.00 | 46,675.20 | Public Works, Sewer                                                                                    |
| Custodian                 | Nonexempt | 4     | 80    | 15.00 | 22.44 | 31,200.00 | 46,675.20 | Public Works, Rec Ctr, Event Ctr, PAC, Police                                                          |
| Laborer I                 | Nonexempt | 4     | 80    | 15.00 | 22.44 | 31,200.00 | 46,675.20 | Admin, Art, Coastal, Event, Public Works                                                               |
| Specialist I              | Nonexempt | 4     | 80    | 15.00 | 22.44 | 31,200.00 | 46,675.20 | Art, Rec Ctr, Coastal, Sail Camp, P&R                                                                  |
| Recreation Leader I       | Nonexempt | 4     | 80    | 15.00 | 22.44 | 31,200.00 | 46,675.20 | Athletic, P&R, Expect Excellence                                                                       |
| Admin Assistant I         | Nonexempt | 4     | 80    | 15.00 | 22.44 | 31,200.00 | 46,675.20 | Admin, Police, Fire, Sewer, Public Works, Com Dev, Coastal, Art, Event, Finance                        |
| Account Clerk I           | Nonexempt | 4     | 80    | 15.00 | 22.44 | 31,200.00 | 46,675.20 |                                                                                                        |
| Lifeguard I               | Nonexempt | 4     | 80    | 15.00 | 22.44 | 31,200.00 | 46,675.20 |                                                                                                        |
| Account Clerk II          | Nonexempt | 5     | 80    | 17.00 | 24.48 | 35,360.00 | 50,918.40 |                                                                                                        |
| Lifeguard II              | Nonexempt | 5     | 80    | 17.00 | 24.48 | 35,360.00 | 50,918.40 | Aquatics, Beach                                                                                        |
| Specialist II             | Nonexempt | 5     | 80    | 17.00 | 24.48 | 35,360.00 | 50,918.40 | Art, Rec Ctr, Coastal, Sail Camp, Senior, Expect Excellence                                            |
| Recreation Leader II      | Nonexempt | 5     | 80    | 17.00 | 24.48 | 35,360.00 | 50,918.40 | Athletics (Sportsplex), Expect Excellence, Golf                                                        |
| Music Instructor II       | Nonexempt | 5     | 80    | 17.00 | 24.48 | 35,360.00 | 50,918.40 |                                                                                                        |
| Laborer II                | Nonexempt | 6     | 80    | 17.50 | 24.99 | 36,400.00 | 51,979.20 | Admin, Art, Coastal, Event, Public Works                                                               |
| Equipment Operator II     | Nonexempt | 6     | 80    | 17.50 | 24.99 | 36,400.00 | 51,979.20 | Public Works, Sewer                                                                                    |
| Dispatcher                | Nonexempt | 7     | 80    | 18.25 | 25.76 | 37,960.00 | 53,570.40 |                                                                                                        |
| Jailer                    | Nonexempt | 7     | 80    | 18.25 | 25.76 | 37,960.00 | 53,570.40 |                                                                                                        |
| Admin Assistant II        | Nonexempt | 7     | 80    | 18.25 | 25.76 | 37,960.00 | 53,570.40 | Admin, Police, Fire, Sewer, Public Works, Community Development, Coastal Resource, Art, Event, Finance |
| Grant Specialist          | Exempt    |       | 80    | 18.25 | 25.76 | 37,960.00 | 53,570.40 |                                                                                                        |
| Resident Artist           | Exempt    |       | 80    | 18.25 | 25.76 | 37,960.00 | 53,570.40 |                                                                                                        |
| Executive Assistant       | Exempt    |       | 80    | 20.00 | 28.56 | 41,600.00 | 59,404.80 | Admin                                                                                                  |
| Buyer                     | Nonexempt | 8     | 80    | 20.00 | 28.56 | 41,600.00 | 59,404.80 |                                                                                                        |
| Magistrate I              | Nonexempt | 8     | 80    | 20.00 | 28.56 | 41,600.00 | 59,404.80 |                                                                                                        |
| Technician I              | Nonexempt | 8     | 80    | 20.00 | 28.56 | 41,600.00 | 59,404.80 | Public Works, Sewer, PAC                                                                               |
| Foreman I                 | Nonexempt | 8     | 80    | 20.00 | 28.56 | 41,600.00 | 59,404.80 | Event, Public Works, Sewer                                                                             |
| Mechanic I                | Nonexempt | 8     | 80    | 20.00 | 28.56 | 41,600.00 | 59,404.80 |                                                                                                        |
| Permit Tech               | Nonexempt | 8     | 80    | 20.00 | 28.56 | 41,600.00 | 59,404.80 |                                                                                                        |
| Animal Control            | Nonexempt | 8     | 80    | 20.00 | 28.56 | 41,600.00 | 59,404.80 |                                                                                                        |
| Code Enforcement Officer  | Nonexempt | 8     | 80    | 20.00 | 28.56 | 41,600.00 | 59,404.80 |                                                                                                        |
| Art Assistant             | Nonexempt | 8     | 80    | 20.00 | 28.56 | 41,600.00 | 59,404.80 |                                                                                                        |
| Athletic Assistant        | Nonexempt | 8     | 80    | 20.00 | 28.56 | 41,600.00 | 59,404.80 |                                                                                                        |
| Music Instructor III      | Nonexempt | 8     | 80    | 20.00 | 28.56 | 41,600.00 | 59,404.80 |                                                                                                        |
| HR Generalist             | Exempt    |       | 80    | 21.25 | 30.09 | 44,200.00 | 62,587.20 |                                                                                                        |
| Office Manager            | Exempt    |       | 80    | 21.25 | 30.09 | 44,200.00 | 62,587.20 | Admin, Police, Fire, Sewer, Public Works, Com Dev, Coastal, Expect Excellence, Finance                 |
| Firefighter EMT           | Nonexempt | 9     | 104   | 18.00 | 25.50 | 48,672.00 | 68,952.00 |                                                                                                        |

City of Orange Beach Pay Plan

| Job Title                   | FLSA      | Grade | Hours | Min   | Max   | Range Min | Range Max | Notes                                                                                                                                        |
|-----------------------------|-----------|-------|-------|-------|-------|-----------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------|
| Jail Assistant Supervisor   | Nonexempt | 10    | 80    | 22.50 | 31.62 | 46,800.00 | 65,769.60 |                                                                                                                                              |
| Code Inspector              | Nonexempt | 10    | 80    | 22.50 | 31.62 | 46,800.00 | 65,769.60 |                                                                                                                                              |
| Mechanic II                 | Nonexempt | 10    | 80    | 22.50 | 31.62 | 46,800.00 | 65,769.60 |                                                                                                                                              |
| Magistrate II               | Nonexempt | 10    | 80    | 22.50 | 31.62 | 46,800.00 | 65,769.60 |                                                                                                                                              |
| Fire Facilities Director    | Nonexempt | 10    | 80    | 22.50 | 31.62 | 46,800.00 | 65,769.60 |                                                                                                                                              |
| Coordinator                 | Exempt    |       | 80    | 22.50 | 31.62 | 46,800.00 | 65,769.60 | Admin, Golf, Vending, Senior, Event, Rec Ctr, Coastal, Comm. Dev., Athletics, Fire, Special Projects, Expect Excellence, Aquatics, Logistics |
| Accountant                  | Exempt    |       | 80    | 22.50 | 31.62 | 46,800.00 | 65,769.60 |                                                                                                                                              |
| Paralegal                   | Exempt    |       | 80    | 22.50 | 31.62 | 46,800.00 | 65,769.60 |                                                                                                                                              |
| Firefighter Medic           | Nonexempt | 11    | 104   | 21.50 | 30.09 | 58,136.00 | 81,363.36 |                                                                                                                                              |
| Chief Dispatcher            | Nonexempt | 12    | 80    | 24.00 | 35.70 | 49,920.00 | 74,256.00 |                                                                                                                                              |
| Police Officer              | Nonexempt | 13    | 84    | 24.00 | 33.83 | 52,416.00 | 73,891.86 |                                                                                                                                              |
| Technician II               | Nonexempt | 14    | 80    | 24.25 | 37.23 | 50,440.00 | 77,438.40 | PAC, Public Works, Sewer                                                                                                                     |
| Foreman II                  | Nonexempt | 14    | 80    | 24.25 | 37.23 | 50,440.00 | 77,438.40 | Public Works, Sewer                                                                                                                          |
| Specialized Athletic Coach  | Exempt    |       | 80    | 25.04 | 35.70 | 52,083.00 | 74,256.00 |                                                                                                                                              |
| Engineer/ Firefighter       | Nonexempt | 15    | 104   | 23.00 | 32.64 | 62,192.00 | 88,258.56 |                                                                                                                                              |
| Jail Supervisor             | Nonexempt | 16    | 84    | 24.25 | 33.92 | 52,962.00 | 74,070.36 |                                                                                                                                              |
| Police Officer Investigator | Nonexempt | 17    | 84    | 26.00 | 36.72 | 56,784.00 | 80,196.48 |                                                                                                                                              |
| Building Inspector          | Nonexempt | 18    | 80    | 26.50 | 37.23 | 55,120.00 | 77,438.40 |                                                                                                                                              |
| GIS Specialist              | Exempt    |       | 80    | 26.50 | 37.23 | 55,120.00 | 77,438.40 |                                                                                                                                              |
| Grant Manager               | Exempt    |       | 80    | 26.50 | 37.23 | 55,120.00 | 77,438.40 |                                                                                                                                              |
| Environmental Specialist    | Exempt    |       | 80    | 28.25 | 40.04 | 58,760.00 | 83,272.80 |                                                                                                                                              |
| Chief Building Specialist   | Exempt    |       | 80    | 28.25 | 40.04 | 58,760.00 | 83,272.80 |                                                                                                                                              |
| Lire Lieutenant             | Nonexempt | 19    | 104   | 24.00 | 33.66 | 64,896.00 | 91,016.64 |                                                                                                                                              |
| Fire Lientenant             | Nonexempt | 20    | 80    | 31.00 | 41.82 | 64,480.00 | 86,985.60 |                                                                                                                                              |
| Fire Inspector              | Nonexempt | 20    | 80    | 31.00 | 41.82 | 64,480.00 | 86,985.60 |                                                                                                                                              |
| Beach Safety Supervisor     | Nonexempt | 21    | 80    | 31.25 | 43.61 | 65,000.00 | 90,698.40 |                                                                                                                                              |
| Superintendent              | Exempt    |       | 80    | 29.00 | 44.88 | 60,320.00 | 93,350.40 | Public Works, Sportsplex, Sewer                                                                                                              |
| Fire Deputy Marshal         | Nonexempt | 22    | 80    | 30.00 | 40.29 | 62,400.00 | 83,803.20 |                                                                                                                                              |
| Programs Director           | Exempt    |       | 80    | 30.00 | 40.29 | 62,400.00 | 83,803.20 | Expect Excellence, Music                                                                                                                     |
| Facility Director           | Exempt    |       | 80    | 30.00 | 40.29 | 62,400.00 | 83,803.20 | Art, Aquatics, Creative, Event Ctr, Expect Excellence, PAC, Rec Ctr, Sportsplex                                                              |
| City Planner                | Exempt    |       | 80    | 30.25 | 42.08 | 62,920.00 | 87,516.00 |                                                                                                                                              |
| Plans Exminer               | Exempt    |       | 80    | 30.25 | 42.08 | 62,920.00 | 87,516.00 |                                                                                                                                              |
| Accountant II               | Exempt    |       | 80    | 31.00 | 44.88 | 64,480.00 | 93,350.40 |                                                                                                                                              |
| Community Relations Officer | Exempt    |       | 80    | 29.00 | 40.55 | 63,336.00 | 88,550.28 |                                                                                                                                              |
| Police Corporal             | Nonexempt | 23    | 84    | 29.00 | 40.55 | 63,336.00 | 88,550.28 |                                                                                                                                              |
| Fire Captain                | Nonexempt | 24    | 104   | 24.50 | 34.68 | 66,248.00 | 93,774.72 |                                                                                                                                              |
| Police Sergeant             | Nonexempt | 25    | 84    | 31.00 | 43.86 | 67,704.00 | 95,790.24 |                                                                                                                                              |
| Academic Instructor         | Nonexempt | 26    | 30    | 30.00 | 36.72 | 23,400.00 | 28,641.60 |                                                                                                                                              |
| Art Instructor              | Nonexempt | 26    | 30    | 30.00 | 36.72 | 23,400.00 | 28,641.60 |                                                                                                                                              |
| Athletic Instructor         | Nonexempt | 26    | 30    | 30.00 | 36.72 | 23,400.00 | 28,641.60 |                                                                                                                                              |
| Legal Administrator         | Exempt    |       | 80    | 32.50 | 45.39 | 67,600.00 | 94,411.20 |                                                                                                                                              |
| Revenue Official            | Exempt    |       | 80    | 32.50 | 45.39 | 67,600.00 | 94,411.20 |                                                                                                                                              |

City of Orange Beach Pay Plan

| Job Title                             | FLSA      | Grade | Hours | Min   | Max    | Range Min  | Range Max  | Notes |
|---------------------------------------|-----------|-------|-------|-------|--------|------------|------------|-------|
| Court Director                        | Exempt    |       | 80    | 32.50 | 45.39  | 67,600.00  | 94,411.20  |       |
| HR Director                           | Exempt    |       | 80    | 35.00 | 49.22  | 72,800.00  | 102,367.20 |       |
| Special Projects Coordinator          | Exempt    |       | 80    | 35.00 | 49.22  | 72,800.00  | 102,367.20 |       |
| Construction Manager                  | Exempt    |       | 80    | 35.00 | 49.22  | 72,800.00  | 102,367.20 |       |
| Beach Safety Chief                    | Nonexempt | 27    | 80    | 35.00 | 49.22  | 72,800.00  | 102,367.20 |       |
| Fire Marshal                          | Nonexempt | 27    | 80    | 35.00 | 49.22  | 72,800.00  | 102,367.20 |       |
| Police IT Administrator               | Exempt    |       | 80    | 36.00 | 49.98  | 74,880.00  | 103,958.40 |       |
| Police Lieutenant                     | Nonexempt | 28    | 84    | 34.00 | 47.94  | 74,256.00  | 104,700.96 |       |
| Fire Battalion Chief                  | Nonexempt | 29    | 104   | 29.00 | 39.78  | 78,416.00  | 107,565.12 |       |
| Asst Public Works Director            | Exempt    |       | 80    | 40.00 | 55.08  | 83,200.00  | 114,566.40 |       |
| Assistant Finance Director            | Exempt    |       | 80    | 40.00 | 55.08  | 83,200.00  | 114,566.40 |       |
| Building and Fire Plans Examiner      | Exempt    |       | 80    | 40.00 | 55.08  | 83,200.00  | 114,566.40 |       |
| Deputy Coastal Resource Director      | Exempt    |       | 80    | 40.00 | 55.08  | 83,200.00  | 114,566.40 |       |
| Building Official                     | Exempt    |       | 80    | 42.00 | 60.18  | 87,360.00  | 125,174.40 |       |
| City Engineer                         | Exempt    |       | 80    | 42.00 | 60.18  | 87,360.00  | 125,174.40 |       |
| Deputy Fire Chief                     | Exempt    |       | 80    | 44.00 | 62.22  | 91,520.00  | 148,512.00 |       |
| City Clerk/Procurement/Admin Director | Exempt    |       | 80    | 47.00 | 67.32  | 97,760.00  | 140,025.60 |       |
| Community Development Director        | Exempt    |       | 80    | 47.00 | 67.32  | 97,760.00  | 140,025.60 |       |
| Public Works Director                 | Exempt    |       | 80    | 47.00 | 67.32  | 97,760.00  | 140,025.60 |       |
| Finance Director                      | Exempt    |       | 80    | 47.00 | 67.32  | 97,760.00  | 140,025.60 |       |
| Utilities Director                    | Exempt    |       | 80    | 47.00 | 67.32  | 97,760.00  | 140,025.60 |       |
| Coastal Resource Director             | Exempt    |       | 80    | 47.00 | 67.32  | 97,760.00  | 140,025.60 |       |
| Asst Police Chief                     | Exempt    |       | 80    | 47.00 | 67.32  | 97,760.00  | 140,025.60 |       |
| Fire Chief                            | Exempt    |       | 80    | 50.00 | 71.40  | 104,000.00 | 159,417.60 |       |
| Police Chief                          | Exempt    |       | 80    | 55.00 | 76.50  | 114,400.00 | 159,120.00 |       |
| City Engineer                         | Exempt    |       | 80    | 55.00 | 76.50  | 114,400.00 | 180,000.00 |       |
| City Administrator/Finance Director   | Exempt    |       | 80    | 68.00 | 95.63  | 141,440.00 | 198,900.00 |       |
| City Attorney                         | Exempt    |       | 80    | 76.92 | 107.88 | 160,000.00 | 224,400.00 |       |



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MARCH 19, 2024**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide design services for new Gateway Signs in an amount not to exceed \$3,800. (GS)

**Background/Description:** This project is to design new gateway signs for the four entry points to the City of Orange Beach.

**Action Options/Recommendation:**

**Source of Funding (if applicable):** Budgeted, capital project

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**ATTACHMENTS:**

1. 2024.03.08 Task Order McCollough Architecture Gateway Signs



**TASK ORDER AUTHORIZATION**  
**TASK ORDER NO. 23**  
**CITY OF ORANGE BEACH - PERFORMANCE CONTRACT**  
**ARCHITECTURAL SERVICES**

This Task Order is for Architectural Services for the new gateway signs for the City of Orange Beach, Alabama. This is based on the attached schematic design. The estimated cost of construction per sign is approximately \$15,560.00 based on Modern Signs attached quote. This scope of work includes the following:

*Manufacture (1) single face non-lighted monument sign per drawing Option-1.0. The brick monument sign will have a custom shaped non-lighted aluminum "sun" and "wave" and decorative aluminum shelf. The sign will have ½" thick laser cut acrylic lettering and "boat" logo that will be stud mounted to the aluminum parts of the sign, and the tagline lettering will be stud mounted to the brick background. The background and base of the sign will be brick. The brick monument sign will be set on a concrete pad.*

There are four locations for the gateway signs which would bring the total project cost to \$62,240.00. Landscaping is not included in this scope of work as that is intended to be handled by the City of Orange Beach. We have attached Modern Signs Quote for the work.

Based on the above, we would like to propose a design of \$3,800.00 for the bid package, which includes the design concepts, construction documents and limited construction administration.

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

Exhibit A - Scope of Work

Exhibit B - Man-Hour/Fee Estimate

---

**OFFERED BY CONSULTANT**

Sted McCollough  
Representative's Printed Name

McCollough Architecture  
Firm Name

  
Signature

2024.03.08  
Date

\_\_\_\_\_  
Title

---

**RECOMMENDED FOR APPROVAL**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**APPROVED BY CITY OF ORANGE BEACH**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_



## **EXHIBIT A**

### **TASK ORDER NO. 23**

#### **CITY OF ORANGE BEACH, ALABAMA**

#### **SCOPE OF WORK:**

This Task Order is for the Architectural Services for the City of Orange Beach Gateway Signs in Orange Beach, Alabama.

#### **SPECIFIC TASKS TO BE COMPLETED INCLUDE:**

##### **PHASE**

- Schematic Design - Completed
- Conceptual High-Resolution Renderings - Completed
- Design Development of Drawings
- Construction Drawings.
- Limited Construction Administration, project management, pay application review, submittal review, RFI review, and site visits.

#### **PRELIMINARY SCHEDULE**

- Schematic Design – Completed
- Conceptual High-Resolution Exterior Renderings – Completed
- Design Development of Drawings – 20 Days
- Construction Drawings sufficient for Construction and Permitting
- Construction Administration – 30 Days

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

**END OF EXHIBIT A**



**EXHIBIT B**

**CITY OF ORANGE BEACH, ALABAMA**

**TASK ORDER NO. 23**

**MAN – HOUR RATES FOR ADDITIONAL SERVICES (IF NEEDED)**

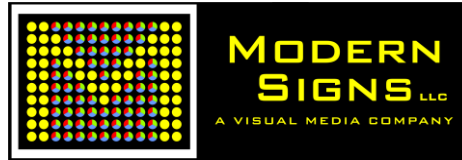
| CLASSIFICATION:     | HOURLY RATE:    |
|---------------------|-----------------|
| Principal Architect | \$200.00        |
| Architect           | \$150.00        |
| CAD Operator        | \$85.00         |
| Project Manager     | \$100.00        |
| Clerical            | \$30.00         |
| Engineering         | (Cost plus 15%) |
| Landscape Architect | (Cost plus 15%) |

**PHASES AND PAYMENT:**

**PHASE 1**

- Schematic Design – \$800.00 – Completed but not Billed
- Conceptual High-Resolution Exterior Renderings \$600.00 – Completed but not Billed
- Design Development of Drawings – \$800.00
- Construction Drawings – \$1,600.00
- Bidding and Negotiation/Construction Administration – This is not intended to bid, but we will visit the site and help with any questions during construction.

**END OF EXHIBIT B**



State License# 46414

P.O. Box 874 Orange Beach, AL 36561

Phone 251-948-8334 Fax 251-948-8337 Email: ricky@modernsigns.com

www.modernsigns.com

## CONTRACT

Date: 3-5-24  
Client: City of Orange Beach  
Location: Orange Beach, AL

### OPTION-1.0: GATEWAY MONUMENT SIGN

Manufacture (1) single face non-lighted monument sign per drawing Option-1.0. The brick monument sign will have a custom shaped non-lighted aluminum "sun" and "wave" and decorative aluminum shelf. The sign will have ½" thick laser cut acrylic lettering and "boat" logo that will be stud mounted to the aluminum parts of the sign, and the tagline lettering will be stud mounted to the brick background. The background and base of the sign will be brick. The brick monument sign will be set on a concrete pad.

Provide equipment & labor to install the above sign at the location.

**Price:** \$ 15,560.00 (plus tax & permit if applicable)

#### Terms & Conditions:

50% Deposit. Remaining Balance **C.O.D.** Prices quoted are good for 30 days.

Our signs are warranted to be free of material defects and workmanship for a period of one year from date of installation. Prices in this contract for all underground work are based on normal conditions. If any unforeseen underground obstructions including but not limited to: rock, concrete, water and/or any other unforeseen conditions that may require additional labor, equipment, and/or materials, these costs will be charged at current time and material rates, and will be an additional charge to this proposal. Buyer is responsible for any damage to underground utility lines, pipes and/or other obstructions from the installation and/or removal of sign(s). Buyer agrees that any charges not paid when due are subject to a monthly service charge of 1½%, (18% per annum) and the sign(s) remain the property of Modern Signs, LLC until full payment is made. If full payment is not made when due, Buyer agrees to pay all costs of collection including a reasonable attorney's fee. Modern Signs LLC reserves the right to repossess sign(s) if not paid in full and Buyer agrees to grant Modern Signs LLC access to property for repossession. Buyer waives all right of exemption as to personal property under the Constitution of the State of Alabama.

Modern Signs, LLC

By:

Date:

Buyer:

Accepted by:

Date:



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MARCH 19, 2024**

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**Departments:** Community Development

**Description of Topic:** Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0304-ZT-24, Zoning Text Amendments, Sections 4.01 & 5.13, Charter Boat Home Occupations. (Suggested date 4/16/2024) (GP)

**Background/Description:** The Community Development Department requests approval of zoning text amendments to the Orange Beach Zoning Ordinance to remove the references of charter boat home occupations from Section 4.01, Table of Permitted Uses, and Section 5.1303, Home Occupations, so that the said sections will be consistent with the "Commercial Vessel Ordinance."

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

None



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MARCH 19, 2024**

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**Departments:** Community Development

**Description of Topic:** Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0409-PUDA-24, Cottages at Old Bay/Robinson Grove PUD Minor Modification, Marine Accessory Amendment. (Suggested date 4/16/2024) (GP)

**Background/Description:** Cottages at Old Bay Property Owners Association requests approval of a minor PUD modification to the Cottages at Old Bay/Robinson Grove PUD Master Plan to amend the existing pier by adding six finger piers, a lower deck, and a 15' by 20' gazebo with roof. The property is located at 4576 Walker Key Boulevard.

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

None



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MARCH 19, 2024**

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**Departments:** Community Development

**Description of Topic:** Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0402-PUDA-24, Zeke's Landing Marina Minor PUD Modification, East Transient Dock Amendment & Storage Building Addition. (Suggested date 4/16/2024) (GP)

**Background/Description:** ZAS LLC requests approval of a minor PUD modification to the Zeke's Landing Marina PUD Master Plan for the following: (a) to add finger piers on the previously permitted east transient dock; and (b) to add a 16' by 24' storage building on the south side of the dry boat storage building. The property is located at 26619 and 26713 Perdido Beach Boulevard.

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

None