



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Work Session 07/16/2024
2. Regular Council Meeting 07/16/2024
3. Committee of the Whole 07/16/2024

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

Resolutions

1. Resolution authorizing the execution of a performance contract with Brandy Reeves for tennis instruction services. (PP)
2. Resolution adopting a City of Orange Beach FY2025 Transportation Plan. (RE)
3. Resolution authorizing the purchase of a Video Surveillance System for the Sportsplex through State Bid from Vision Security Technologies Inc. in the amount of \$97,941.07. (NA)
4. Resolution authorizing execution of a performance agreement with Garner C. Tampary Memorial Foundation, Inc., for the "2nd Annual Merry Memories Tinsel Trail" event. (MA)

5. Resolution authorizing execution of a task order with Watermark Design Group, LLC, to provide design, bid, and construction administration services for restrooms at the Sportsplex in an amount not to exceed \$24,000. (GS)
6. Resolution reappointing Shawn Goe and Rusty Hart to the Fire Code Board of Appeals. (JS)
7. Resolution authorizing the execution of a task order with AECOM for a speed limit study along SR-182 in an amount not to exceed \$9,000. (CP)
8. Resolution reappointing Tony Kennon to the Gulf Shores and Orange Beach Tourism Board of Directors. (RE)
9. Resolution authorizing the execution of a service agreement with NxtSoft Cybersecurity Solutions, LLC, dab ThreatAdvice, for endpoint protection. (RE)
10. Resolution amending the fee schedule for emergency medical treatment and transport services. (JS)
11. Resolution adopting rental agreements and amending the fee schedule for the Coastal Arts Center. (DB)

Public Hearings

1. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0801-CU-24, Keel Storage Phase 4 Addition. (Suggested date 9/3/2024) (GP)

Ordinances

V. Public Comments

VI. Adjourn

**MINUTES OF
ORANGE BEACH CITY COUNCIL
WORK SESSION
JULY 16, 2024 – 10:00 A.M.
COASTAL ARTS CENTER**

The Orange Beach City Council met on July 16, 2024, at 10:00 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. Tax revenues comparison.
2. Insurance.
3. Canal Road project.
4. Art Center removable tent.
5. School update by Orange Beach City Schools Superintendent Randy Wilkes.
6. Abbey Road PUD (Planned Unit Development).
7. HR / personnel update.
8. Succession planning.
9. Police Department management changes.
10. Public Works pay rates.
11. Town Hall on August 6th at 5:00 P.M. at the Orange Beach Event Center.
12. Resident beach.
13. Impact fee study.
14. Orange Beach Cemetery.
15. School funding.
16. Recognition of Margaret Long.
17. Parks and Recreation summer sendoff event.
18. Sportsplex improvement projects.
19. Traffic management.
20. Conceptual plan for new Civic Center.

21. Fire resident program.

Councilmember Jeff Boyd left at 1:58 P.M.

22. Auburn facility.

23. Pickleball courts.

24. Wildlife Center.

25. Real property proposals and updates.

There being no further business, the meeting adjourned.

Time: 2:09 P.M.

APPROVED this 20th day of August, 2024.

Renee Eberly
City Clerk

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
JULY 16, 2024 – 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** Councilmember Jeff Boyd
- 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 (Silvers/Blalock) to approve the agenda as written. Vote unanimous in favor.

VI. CONSIDERATION OF PREVIOUS MINUTES

Work Session	06/18/2024
Regular Council Meeting	06/18/2024
Committee of the Whole	06/18/2024

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 – 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 & 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. <u>Mayor/Council</u> | |

Mayor Kennon reminded the public that a Town Hall is being held on August 6th at the Orange Beach Event Center beginning at 5:00 P.M.

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, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**

IX. PRESENTATIONS

X. RECOGNITIONS

1. Recognition of Margaret Childress Long, resident of Cotton Bayou for over 75 years. Marc Anderson, Special Projects Coordinator, read the Certificate of Recognition aloud. Margaret spoke in remembrance of her family and read the lyrics to the song, "Ode to Orange Beach," by local singer/songwriter Brent Burns.

XI. UNFINISHED BUSINESS

Resolutions

1. Resolution authorizing execution of a marina slip license agreement with Pelican's Perch Marina and Boat Yard. **Motion made (Mitchell/Blalock) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**

XII. NEW BUSINESS

Resolutions

1. Resolution authorizing the purchase of a Video Surveillance System with Access Control for City Hall through State Bid from Vision Security Technologies Inc. in the amount of \$57,713.67. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution authorizing execution of a professional services agreement with Jay Jackson for theatrical set building for "Shrek the Musical". **Motion made (Mitchell/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution authorizing execution of a performance agreement with McLean Motor Sports Productions, LLC, for the "Bama Coast Cruisin'" event as part of the 2024 Freedom Fest. **Motion made (Blalock/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution authorizing execution of a performance agreement with Gulf Coast Gun Collectors Association for a collectible firearms show at the Orange Beach Event Center as part of the 2024 Freedom Fest. **Motion made (Boyd/Mitchell) to adopt the resolution.** Council discussed briefly. Vote unanimous in favor. **Motion passed.**
5. Resolution authorizing Orange Beach to join the State of Alabama and other local governments as a participant in opioid settlements (Kroger). **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution declaring contents of 26192 Canal Road owned by the City of Orange Beach as surplus and unneeded, authorizing the donation of certain property to Habitat for Humanity of Baldwin County, Inc., and authorizing the Mayor and City Clerk to dispose of remaining

property. **Motion made (Mitchell/Blalock) 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. 0503-PUD-24, Abbey Road PUD.

Griffin Powell, Planner II, presented the case overview to rezone 3.7 acres from MR (Marine Resort) to PUD (Planned Unit Development) for a single-family residential subdivision containing 33 lots for a property located at the southwest corner of the intersection of Canal Road and Captain Trent Lane.

City Council voiced concerns about the gravel road, lack of sidewalks, location of utilities under roadways, and allowance of vacation rentals.

Kathy Lindsey, 4844 Caswell Lane and Planning Commission member, spoke in opposition.

Don Rowe, 27186 White Marlin Drive, spoke in favor.

Jim O'Donnell, 28888 Canal Road, spoke in favor.

Mike Nelson, 29866 Bayshore Drive South, spoke in favor.

Justin Self, 5122 Sampson Avenue, spoke in favor.

Greg Leatherbury, 29514 Canal Road, spoke in favor.

Kristy Bushaw, realtor, speaking to Council's concerns regarding vacation rental activity, stated that owners may not necessarily rent out their properties.

Greg Kennedy, resident and developer, explained his profit margins on the project and stated that he prefers the proposed 33 cottage style homes, but will move to building the 100 condo by-right option if the 33 home project is turned down.

Councilmember Blalock asked if the condos would be occupied by full-time residents or vacationers. Mr. Kennedy responded that it would probably be a mixture of both.

Councilmember Johnson stated that the market will determine whether properties are rentals or not. He mentioned that the school is nearby and that Mr. Kennedy lives in Orange Beach and is not an out-of-town developer.

Councilmember Mitchell discussed the roles of Planning Commission and City Council. She also made clear her preference for safe lighting and paved roads. Mr. Kennedy explained the nature of the lighting provided in the project and stated that though he personally prefers gravel for the look and drainage, he is amenable to paving the roads if required. Jamie Logan, City Attorney, clarified that City Council cannot approve conditionally to require asphalt and that the Developer would have to resubmit the project if that feature is changed.

There being no further comments, the public hearing was adjourned.

2. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0604-PUDA-24, Springhill Suites PUD Modification, Buffer Screening & Roof Features.

Griffin Powell, Planner II, presented the case overview for a minor modification to the Springhill Suites PUD (Planned Unit Development) Master Plan to amend the buffer screening requirements along the north lot line and to amend the architectural roof features on the proposed building located at 24241 Perdido Beach Boulevard.

Richard Schwartz, 29207 Bayshore Drive North and owner of Doc's Seafood, brought up a property line issue. Mayor Kennon asked Mr. Schwartz to discuss his issue directly with the Marriott representative and explained that the City has no input in civil issues.

Ordinances

1. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0503-PUD-24, Abbey Road PUD. No action taken. Ordinance will move to a second reading.
2. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0604-PUDA-24, Springhill Suites PUD Modification, Buffer Screening & Roof Features. **Motion made (Silvers/Boyd) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, nay; Johnson, nay; Mitchell, nay; Blalock, nay; Boyd, aye; Kennon, aye. **Motion failed. (2-4).** Ordinance will move to a second reading.

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 6:30 P.M.

APPROVED this the 20th day of August, 2024.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
JULY 16, 2024 – 6:33 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the August 6, 2024, agenda.

The following members were present:

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

The following members were absent:

None

The following items were discussed:

1. Resolution authorizing the purchase of a Mini Excavator for the Utilities Department through Sourcewell from Parish Tractor Company, LLC, in the amount of \$53,664.80.
2. Resolution authorizing the purchase of Four Vehicles for the Police Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$203,984.
3. Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide design services for a Shooting Range Building.
4. Resolution authorizing the execution of an amended automatic aid agreement with the City of Gulf Shores for fire response within the Alabama Gulf State Park.
5. Resolution accepting the statement of work from Civic Plus for Civic Optimize for online process automation and digital services.
6. Resolution authorizing the execution of a professional services agreement with AECOM for traffic engineering services.
7. Resolution authorizing the execution of a task order with AECOM for a traffic signal warrant evaluation of SR-180 at Wharf Parkway in an amount not to exceed \$15,750.
8. Resolution authorizing execution of a grant award agreement with the Gulf Coast Resources Conservation and Development Council, Inc., for the Cotton Bayou and Terry Cove navigation aids project.
9. Ordinance amending Chapter 38, Article II, Section 38-26 of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Fire Department Emergency Transport Service."

Public Comments:

1. Courtney Dombrowski, Eco Clean Marine, reported a successful event picking up 31 5-gallon bags of trash in one hour.
2. Jeanne Fitzgibbons, 4615 Nancy Lane #2, complained about construction of a concrete pad for tents at the neighboring Coastal Arts Center. She stated her concerns about noise, foot traffic, and late night operations related to weddings at the rental facility. She asked that music be stopped at 9:00 P.M. and that the breakdown of tents not happen after hours.

Heather Smith, 4615 Nancy Lane, also had concerns about noise related to the new outdoor pad for weddings at the Coastal Arts Center.

Mayor Kennon responded that the City's waterfront property is of high value and will certainly be utilized. Councilmember Blalock added that the City is looking at a single tent to be left up semi-permanently for nine months each year, which will reduce the number of times that it will need to be put up and taken down. Ms. Fitzgibbons stated that the breakdown of tables and chairs at the end of the night is also disruptive. Glenn Smith, Construction Manager, shared that a wall will be constructed to dampen sound.

3. Dale Woodruff, captain of charter fishing boat Class Act, thanked the City for the incoming navigation aids. He asked for a no motor zone to keep people in the channel and reduce seagrass bed damage by Jubilee Point northwest of San Roc Cay. He also warned that the sand bar outside of Perdido Pass is creating some dangerous shallow areas that need to be deepened. Nicole Woerner, Coastal Resources Grant Manager, responded that the Corps of Engineers are in preliminary discussions on dredging. Captain Woodruff also asked for the City to help with providing AEDs and/or AED training for charter boat crew. Lastly, Captain Woodruff brought up his concern about boats going too fast in and out of Perdido Pass. Mayor Kennon responded that the State sets the speeds on the water at that location, but that the City will evaluate solutions to each of the issues raised.

There being no further business, the meeting adjourned.

Time: 7:27 P.M.

APPROVED this 20th day of August, 2024.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 6, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a performance contract with Brandy Reeves for tennis instruction services. (PP)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-20-24 24-xxx Authorize Performance Contract Tennis Brandy Reeves
2. 2024.07.23 Performance Contract Brandy Reeves Tennis

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PERFORMANCE CONTRACT WITH
BRANDY REEVES FOR TENNIS INSTRUCTION SERVICES**

FINDINGS:

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

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

1. That the Mayor is hereby authorized to execute the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Brandy Reeves 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 20th DAY OF AUGUST, 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 August 20, 2024.

City Clerk

PERFORMANCE 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 Brandy Reeves, an individual (hereinafter the "Contractor"), as follows:

1. Recitals

WHEREAS, the City desires to engage Contractor to provide tennis instruction services for the benefit of Orange Beach residents and visitors;

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

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

2. Services to be Performed

- a) Contractor shall offer tennis lessons and related skill-development classes for children at the Orange Beach Tennis Center.
- b) Contractor shall provide, at no charge at least twenty hours a year of tennis instruction for the City's Expect Excellence Program and/or the public schools within the City of Orange Beach.
- c) Contractor shall schedule lesson times with the Orange Beach Tennis Center prior to the lessons.

3. Compensation

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

4. Term.

The term of this Agreement is twelve (12) months commencing September 1, 2024, and ending August 31, 2025.

5. 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.

6. Insurance.

- a) For the term of this Agreement, the Contractor shall acquire and maintain in full force and affect throughout the life of this agreement a policy or policies of insurance in coverages and amounts satisfactory to the City as evidenced by the certificate of insurance attached hereto as "Exhibit

A”, with the City being named as an additional insured or certificate holder as the City may require.

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

7. Assignment.

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

8. Compliance with Law.

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

9. Termination.

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

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

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

13. Law Governing.

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

14. Permits, etc.

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

15. Background Check and Drug Testing

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

16. Indemnification

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

17. Confidentiality

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

18. Notices.

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

City of Orange Beach:

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

Copy to:

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

And to Contractor:

Brandy Reeves
5231 Washington Boulevard
Orange Beach, AL 36561

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the ____ day of _____, 2024.

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

CONTRACTOR:

BRANDY REEVES

Brandy Reeves, an Individual

STATE OF ALABAMA
COUNTY OF BALDWIN

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

Given under my hand and seal this the _____ day of _____, 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 Brandy Reeves, an individual, whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me this day that, being informed of the contents of the above and foregoing agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2024.

(SEAL)

Notary Public
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 6, 2024**

Departments: City Clerk

Description of Topic: Resolution adopting a City of Orange Beach FY2025 Transportation Plan. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-20-24 24-xxx Adopt Transportation Plan 2025

RESOLUTION NO. 24-xxx

**A RESOLUTION ADOPTING A CITY OF ORANGE BEACH
FY2025 TRANSPORTATION PLAN**

FINDINGS:

1. In March 2019, the Alabama Legislature passed the Rebuild Alabama Act (HB2) implementing a statewide gas tax increase to help with transportation infrastructure funding. This Act is codified at Alabama Code §28-8-8.
2. The City of Orange Beach is slated to receive an estimated \$50,687 annually.
3. In order to be eligible to receive funds, each municipality must:
 - (a) Adopt an annual transportation plan by August 31st;
 - (b) Post the transportation plan for the general public to view;
 - (c) Create a receivable and expenditure for the Rebuild Alabama monies;
 - (d) Utilize pre-approved ALDOT contractors and material suppliers to implement the transportation plan;
 - (e) Each January, present a written report detailing expenditures made from the fund and status of the adopted transportation plan to Council;
 - (f) Each October 1st, provide a list of contractors who have been awarded projects to the Senate President Pro Tempore, the Speaker of the House, and the Chair of the Joint Transportation Committee;
 - (g) Publish project plans and bid openings on a website maintained by the Alabama League of Municipalities; and
 - (h) Follow state bid laws when awarding contracts and follow state closeout procedures.

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

1. That, in accordance with the Rebuild Alabama Act signed into law on March 12, 2019, the City of Orange Beach hereby adopts the following annual Transportation Plan:

Funds received from the Rebuild Alabama Act at an estimated revenue of \$50,687 during the 2025 fiscal year shall be used to perform roadway improvements, repairs, and resurfacing; extension of the sidewalk system; and/or as matching monies for any state or federal grant funded projects to perform roadway improvements, repairs, resurfacing, reconstruction or maintenance within the City of Orange Beach's existing street/road network during said fiscal year; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 20th DAY OF AUGUST, 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 August 20, 2024.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 6, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Video Surveillance System for the Sportsplex through State Bid from Vision Security Technologies Inc. in the amount of \$97,941.07. (NA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable): Budgeted, Parks & Rec Sportsplex Small Equipment

ATTACHMENTS:

1. 08-20-24 24-xxx Authorize Purchase Video Surveillance System Sportsplex State Bid
2. 2024.06.18 Quote - Parks Sportsplex - Vision Security Technologies

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
VIDEO SURVEILLANCE SYSTEM FOR THE SPORTSPLEX
THROUGH STATE BID FROM VISION SECURITY TECHNOLOGIES INC.
IN THE AMOUNT OF \$97,941.07**

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

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the purchase of a Video Surveillance System for the Orange Beach Sportsplex from Vision Security Technologies Inc. through Alabama State Bid in an amount not to exceed \$97,941.07;
2. That the Mayor is hereby authorized to approve payment to Vision Security Technologies Inc. in the amount of \$97,941.07 for a Video Surveillance System, per Proposal No. 14653-1-0 dated June 18, 2024;
3. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 20th DAY OF AUGUST, 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 August 20, 2024.

City Clerk



City of Orange Beach Sports Complex

Prepared for:
City of Orange Beach
4385 William Silvers Pkwy
Orange Beach, AL 36561

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

Proposal Issued:
6/18/2024

Proposal Valid To:
7/18/2024



Proposal Number: 14653-1-0
City of Orange Beach
Date: June 18, 2024

PROJECT DESCRIPTION

Name: City of Orange Beach

Site: Sports Complex

4385 William Silvers Pkwy
Orange Beach, AL 36561

Billing: City of Orange Beach

PO Box 458
Orange Beach, AL 36561

Contact

Cynthia Stacy, Accounts Payable
Clerk

P: (251) 981-6818

C:

E: cstacy@orangebeachal.gov

We appreciate your time and this opportunity. The following information summarizes your current estimate and is a scope of work as we understand your needs. We have abbreviated a few items in an effort to streamline this document. Within the scope "VST" is Vision Security Technologies, "customer" designates the customer and "others" would be vendors working directly for you. Specific devices and part numbers can be found on the actual estimate. Please review this information and let us know if you have any questions.

Vision Security Technologies (VST) to add a new Avigilon video surveillance system at the Orange Beach Sports Plex located in Orange Beach, Alabama to consist of the following:

Camera locations are depicted on the attached drawings.

VST to provide and install one (1) Analytics kit to existing server to upgrade for appearance search and facial recognition capabilities.

Entry Drive

VST to provide and install one (1) 5mp outdoor bullet camera.

VST to provide and install one (1) NEMA rated enclosure.

VST to provide and install one (1) wireless point to point.

VST to provide and install one (1) battery back up.

Customer to provide 120V to NEMA rated enclosure.

Main Sports Plex (OB City Schools Fields)

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Proposal Number: 14653-1-0
City of Orange Beach
Date: June 18, 2024

VST to provide and install four (4) 20mp 360 degree multi sensor cameras.

VST to provide and install four (4) IR Illuminators.

VST to provide and install two (2) 10mp dual head cameras.

VST to provide and install one (1) 4mp PTZ camera.

VST to provide and install one (1) 5mp outdoor camera.

VST to provide and install three (3) 10-port PoE+ switches.

VST to provide and install three (5) 60W PoE injectors.

VST to provide and install three (3) battery back-up.

Rear Ball Fields

VST to provide and install four (4) 10mp dual head cameras.

VST to provide and install one (1) 5mp outdoor camera.

VST to provide and install one (1) 10-port PoE+ switch.

VST to provide and install one (1) battery back-up.

Football Stadium

VST to provide and install one (1) 10mp dual head cameras.

VST to provide and install two (2) 20mp 360 degree multi sensor cameras.

VST to provide and install two (2) IR Illuminators.

VST to provide and install one (1) 5mp outdoor camera.

VST to provide and install two (2) 60W PoE injectors.

VST to provide and install one (1) 10-port PoE+ switch.

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Proposal Number: 14653-1-0
City of Orange Beach
Date: June 18, 2024

VST to provide and install one (1) battery back-up.

Concession Front Office

VST to provide and install one (1) 20mp 360 degree multi sensor camera.

VST to provide and install one (1) IR Illuminator.

VST to provide and install one (1) 60W PoE injector.

VST to provide and install one (1) 10-port PoE+ switch.

Other

VST to provide and install nine (9) Assurance Enterprise class camera licenses to upgrade the existing ACC7 Enterprise class camera licenses to Unity 8.

VST to provide and install twelve (12) Unity 8 Enterprise class camera licenses.

Customer to provide network connectivity.

VST to program and test new camera system with customer.

VST to connect video surveillance system to the Orange Beach Police Department.

VST to provide two (2) hours of training.

Unless specifically outlined above, the customer or others is responsible for all: A.C. power, network connectivity, All conduit pathways, J-boxes within 36" of camera locations, all wiring and wiring paths that require masonry or structural penetrations, lifts or specialized training for this project.

This project is being quoted as tax exempt. Materials will be purchased using a Certificate of Exemption per Act 2013-205 and Alabama Department Rule 810-6-3-77. The tax exempt entity will be required to file application, Form St: EXC-01

Thank you for allowing Vision Security Technologies this opportunity. We look forward to working with you.

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Proposal Number: 14653-1-0
City of Orange Beach
Date: June 18, 2024

SCOPE DETAILS

- All work proposed shall be performed during normal business hours Monday through Friday 8:00AM -5:00PM
- 120 VAC power outlets and hardware connections are excluded from this project and are the responsibility of others.

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6215 Rangeline Rd. Suite 202 | Mobile, AL 36582 | T: 251-217-2986 | F: 205-271-2868
www.visionsecuritytechnologies.com

License #591





Proposal Number: 14653-1-0
City of Orange Beach
Date: June 18, 2024

BILL OF MATERIALS

Name: City of Orange Beach

Site: Sports Complex

4385 William Silvers Pkwy
Orange Beach, AL 36561

Billing: City of Orange Beach

PO Box 458
Orange Beach, AL 36561

Contact

Cynthia Stacy, Accounts Payable Clerk

P: (251) 981-6818

C:

E: cstacy@orangebeachal.gov

Server Upgrade \$7,950.40

QTY	Description	Unit Price	Ext.Price
1	Analytics Kit for Appearance Search and Face Recognition; HDVA3 16/24-port	\$1,063.91	\$1,063.91
4	Western Digital 4TB 7200RPM SATA 6Gb/s 64MB 3.5inch Internal HDD	\$296.61	\$1,186.44
9	Unity Enterprise Smart Plan; 1 year	\$29.53	\$265.77
12	Unity Enterprise camera channel	\$291.19	\$3,494.28

Equipment Subtotal \$6,010.40

Labor Subtotal \$1,940.00

Server Upgrade Subtotal \$7,950.40

Entry Drive Camera \$4,651.48

QTY	Description	Unit Price	Ext.Price
1	5.0 MP; WDR; LightCatcher; Day/Night; Indoor/Outdoor Bullet Camera; 3.4-10.5mm f/1.6; Integrated IR	\$933.80	\$933.80
2	airMAX AC 60 GHz/5 GHz Radio w/ 1+ Gbps	\$232.64	\$465.28
1	Universal Antenna Mount	\$95.17	\$95.17
25	CAT-6 Shielded Non-Plenum Outdoor Rated	\$0.82	\$20.50
1	DTK-MRJPOE With Shielded RJ45 Connections	\$83.29	\$83.29
1	Single port POE injector, Class 3, NA power cord	\$79.50	\$79.50
1	APC BACK-UPS 650 8 OUTLET	\$181.89	\$181.89
1	16x14x8 Polycarbonate Wall Mount Electrical Enclosure with Solid Cover	\$203.25	\$203.25
1	PVC Back Panel for 16x14 Hammond Electrical Enclosures	\$88.11	\$88.11
1	Pole Mount Kit for 16 Wide Enclosures	\$183.19	\$183.19

Supplies & Materials:

QTY	Description	Ext.Price
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Proposal Number: 14653-1-0
City of Orange Beach
Date: June 18, 2024

1	Installation Hardware	\$135.00
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Equipment Subtotal	\$2,333.98
Labor Subtotal	\$2,182.50
Supplies & Materials Subtotal	\$135.00
Entry Drive Camera Subtotal	\$4,651.48

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Proposal Number: 14653-1-0
City of Orange Beach
Date: June 18, 2024

Main Sportsplex			\$45,021.20
QTY	Description	Unit Price	Ext.Price
2	2x 5MP H5A Dual Head Camera. Outdoor camera with built-in IR	\$1,648.50	\$3,297.00
2	Pendant adapter for the H5A Dual Head camera. Also compatible with an optional wall arm; CM-MT-WALL1.	\$106.68	\$213.36
2	Pendant wall arm for H4 Fisheye (needs H4F-MT-NPTA1); HxSL (needs HxSL-MT-NPTA1); H4 PTZ or H3-xMH-DP-B cameras.	\$87.25	\$174.50
4	4X5MP; WDR; 360 degree max field of view; Lightcatcher; 3.3-5.7MM; Camera Only	\$2,536.34	\$10,145.36
4	Dome bubble and cover; for outdoor surface mount or pendant mount; clear. For use with the Avigilon H5A Multisensor	\$183.31	\$733.24
4	Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor	\$183.31	\$733.24
4	Wall Mount for large pendant camera	\$111.61	\$446.44
4	CORNER MNT FOR LRGE PENDT WLMT-1001	\$133.39	\$533.56
1	H6A PTZ; Pendant; 4MP; 30X; Mic	\$3,496.00	\$3,496.00
1	Mount; Pendant Arm; 20cm Long; 1.5 NPT	\$96.59	\$96.59
1	POLE MOUNT FOR LRGE PENDT WLMT-1001	\$105.79	\$105.79
5	Indoor single port Gigabit PoE++ 60W; North American power cord included. May also be used in European Union; Japan; Australia; New Zealand; Mexico; China; South Korea; Russia; Argentina; Saudi Arabia; Kuwait; UAE and Brazil. Temperature range of the PoE injector is -10C to +45C (14 °F to 113 °F). When used with the H4 IR PTZ; the camera will operate in a reduced temperature range from -10 °C to +50 °C (14 °F to 122 °F).	\$162.84	\$814.20
2	4 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$184.80	\$369.60
3	10-port Gigabit Managed Switch (8 PoE+ budget 120W; 2 copper/SFP combo) - NA	\$845.12	\$2,535.36
13	VS 10FT YLW SNAGLESS C6 CM Booted	\$6.21	\$80.73
2000	CAT 6 Direct Burial SOL BLK OAS	\$0.80	\$1,600.00
3	APC BACK-UPS 650 8 OUTLET	\$181.89	\$545.67
1	5.0 MP WDR; LightCatcher; Day/Night; Outdoor Dome; 2.8mm f/1.2; IR	\$560.51	\$560.51
4	Optional IR illuminator ring; up to 30m (100ft); for use with H4AMH-DO-COVR1.	\$358.25	\$1,433.00

Supplies & Materials:

QTY	Description	Ext.Price
5	Misc. Conduit/Unistrut for Cameras	\$862.05
1	Lift Rental One Week	\$4,000.00

Equipment Subtotal	\$27,914.15
Labor Subtotal	\$12,245.00
Supplies & Materials Subtotal	\$4,862.05
Main Sportsplex Subtotal	\$45,021.20

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Proposal Number: 14653-1-0
City of Orange Beach
Date: June 18, 2024

Rear Ball Fields	\$11,941.08
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QTY	Description	Unit Price	Ext.Price
4	2x 5MP H5A Dual Head Camera. Outdoor camera with built-in IR	\$1,648.50	\$6,594.00
1	10-port Gigabit Managed Switch (8 PoE+ budget 120W; 2 copper/SFP combo) - NA	\$845.12	\$845.12
400	CAT-6 Shielded Plenum	\$1.07	\$428.00
1	4 Channel Wall Mount POE Ethernet Protector, 1U, S	\$196.41	\$196.41
1	APC BACK-UPS 650 8 OUTLET	\$181.89	\$181.89
1	5.0 MP WDR; LightCatcher; Day/Night; Outdoor Dome; 2.8mm f/1.2; IR	\$560.51	\$560.51

Supplies & Materials:

QTY	Description	Ext.Price
5	Installation Hardware	\$155.15

Equipment Subtotal	\$8,805.93
Labor Subtotal	\$2,980.00
Supplies & Materials Subtotal	\$155.15
Rear Ball Fields Subtotal	\$11,941.08

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Proposal Number: 14653-1-0
City of Orange Beach
Date: June 18, 2024

Football Stadium \$17,282.28

QTY	Description	Unit Price	Ext.Price
1	Pendant adapter for the H5A Dual Head camera. Also compatible with an optional wall arm; CM-MT-WALL1.	\$106.68	\$106.68
1	2x 5MP H5A Dual Head Camera. Outdoor camera with built-in IR	\$1,648.50	\$1,648.50
1	Pendant wall arm for H4 Fisheye (needs H4F-MT-NPTA1); HxSL (needs HxSL-MT-NPTA1); H4 PTZ or H3-xMH-DP-B cameras.	\$85.37	\$85.37
2	10-port Gigabit Managed Switch (8 PoE+ budget 120W; 2 copper/SFP combo) - NA	\$845.12	\$1,690.24
3	DTK-MRJPOE With Shielded RJ45 Connections	\$83.29	\$249.87
300	CAT-6 Shielded Plenum	\$1.07	\$321.00
2	APC BACK-UPS 650 8 OUTLET	\$181.89	\$363.78
1	CORNER MNT FOR LRGE PENDT WLMT-1001	\$133.39	\$133.39
2	Indoor single port Gigabit PoE++ 60W; North American power cord included. May also be used in European Union; Japan; Australia; New Zealand; Mexico; China; South Korea; Russia; Argentina; Saudi Arabia; Kuwait; UAE and Brazil. Temperature range of the PoE injector is -10C to +45C (14 °F to 113 °F). When used with the H4 IR PTZ; the camera will operate in a reduced temperature range from -10 °C to +50 °C (14 °F to 122 °F).	\$162.84	\$325.68
2	Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor	\$183.31	\$366.62
2	Dome bubble and cover; for outdoor surface mount or pendant mount; clear. For use with the Avigilon H5A Multisensor	\$183.31	\$366.62
2	4X5MP; WDR; 360 degree max field of view; Lightcatcher; 3.3-5.7MM; Camera Only	\$2,536.34	\$5,072.68
2	Wall Mount for large pendant camera	\$111.61	\$223.22
1	5.0 MP WDR; LightCatcher; Day/Night; Outdoor Dome; 2.8mm f/1.2; IR	\$560.51	\$560.51
2	Optional IR illuminator ring; up to 30m (100ft); for use with H4AMH-DO-COVR1.	\$358.25	\$716.50

Supplies & Materials:

QTY	Description	Ext.Price
4	Installation Hardware	\$124.12

Equipment Subtotal	\$12,230.66
Labor Subtotal	\$4,927.50
Supplies & Materials Subtotal	\$124.12
Football Stadium Subtotal	\$17,282.28

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Proposal Number: 14653-1-0
City of Orange Beach
Date: June 18, 2024

Concession Front Office			\$11,094.63
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QTY	Description	Unit Price	Ext.Price
1	4X5MP; WDR; 360 degree max field of view; Lightcatcher; 3.3-5.7MM; Camera Only	\$2,536.34	\$2,536.34
1	Outdoor surface mount adapter. For use with the Avigilon H5A Multisensor	\$183.31	\$183.31
1	Dome bubble and cover; for outdoor surface mount or pendant mount; clear. For use with the Avigilon H5A Multisensor	\$183.31	\$183.31
2	10-port Gigabit Managed Switch (8 PoE+ budget 120W; 2 copper/SFP combo) - NA	\$845.12	\$1,690.24
1	Indoor single port Gigabit PoE++ 60W; North American power cord included. May also be used in European Union; Japan; Australia; New Zealand; Mexico; China; South Korea; Russia; Argentina; Saudi Arabia; Kuwait; UAE and Brazil. Temperature range of the PoE injector is -10C to +45C (14 °F to 113 °F). When used with the H4 IR PTZ; the camera will operate in a reduced temperature range from -10 °C to +50 °C (14 °F to 122 °F).	\$162.84	\$162.84
300	CAT-6 Shielded Plenum	\$1.07	\$321.00
3	DTK-MRJPOE With Shielded RJ45 Connections	\$83.29	\$249.87
2	APC BACK-UPS 650 8 OUTLET	\$181.89	\$363.78
2	5.0 MP; WDR; LightCatcher; Day/Night; Indoor/Outdoor Bullet Camera; 3.4-10.5mm f/1.6; Integrated IR	\$933.80	\$1,867.60
1	Optional IR illuminator ring; up to 30m (100ft); for use with H4AMH-DO-COV1.	\$358.25	\$358.25

Supplies & Materials:

QTY	Description	Ext.Price
3	Installation Hardware	\$93.09

Equipment Subtotal	\$7,916.54
Labor Subtotal	\$3,085.00
Supplies & Materials Subtotal	\$93.09
Concession Front Office Subtotal	\$11,094.63

Total Equipment	\$65,211.66
Total Labor	\$27,360.00
Total Supplies & Materials	\$5,369.41
Total Purchase Price	\$97,941.07

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Proposal Number: 14653-1-0
City of Orange Beach
Date: June 18, 2024

Vision Security Technologies

Name: _____
Title: _____
Date: _____

City of Orange Beach

Name: _____
Title: _____
Date: _____

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Proposal Number: 14653-1-0
City of Orange Beach
Date: June 18, 2024

TERMS & CONDITIONS

For the purposes of this Agreement, "VST" means Vision Security Technologies Inc. and/or all other entities under common control or common ownership with VST.

1. **Acceptance.** VST's Invoice, Quotation, Confirmation, Proposal or Service Agreement contains the complete agreement between VST and Customer, and VST expressly limits its acceptance to the terms stated herein. Additional or different terms in Customer's purchase order, confirmation, other writings, or from prior negotiations (hereinafter "Other terms"), shall not be binding on VST and are hereby superseded by the terms delineated herein. Further, any quotations, proposals, confirmations or service agreements not executed or otherwise agreed upon expire after Thirty (30) days subsequent to the date stated therein. Additionally, the Acceptance by Customer of VST's Invoice, Quotation, Confirmation, Proposal or Service Agreement referenced herein has been executed by such person who has full power and authority to execute and deliver this Agreement by Customer and to obligate Customer accordingly .

2. **Force Majeure.** If the performance of the Agreement, or of any obligation hereunder is prevented, restricted or interfered with by reason of fire, breakdown of plant, labor disputes, embargoes, government ordinances or requirements, civil or military authorities, acts of God or the public enemy, acts or omissions of carriers, or other causes beyond the reasonable control of the party whose performance is affected, then the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on the day -for-day basis to the extent such party's obligations relate to the performance so prevented, restricted or interfered with); provided that the party so affected shall use its best efforts to avoid or remove such causes .

3. **Limitation of Liability.** In no event will VST be liable for consequential damages, including lost profits, loss of investment, or other incidental damages incurred from Customer's investment based on the Scope of Work to be performed by VST under this Agreement. VST's total liability for work performed shall never exceed the amount paid by the Customer for services performed under this Agreement.

4. **WARRANTIES.** VST WARRANTS THAT THE PRODUCTS COVERED HEREBY CONFORM TO THE DESCRIPTION AND SPECIFICATIONS, IF ANY. THE USE OF THE PRODUCTS BY CUSTOMER CONSTITUTES CUSTOMER'S ACCEPTANCE OF CONFORMITY. VST WARRANTS THE WORKMANSHIP OF ITS INSTALLATION FOR A PERIOD OF ONE (1) YEAR FOLLOWING INSTALLATION. SHOULD CUSTOMER OR ANY OTHER PERSON OR ENTITY WORK ON, ADJUST OR OTHERWISE TOUCH THE PRODUCT WARRANTED BY VST, VST'S ONE-YEAR WARRANTY DELINEATED HEREIN IS HEREBY VOIDED AND OTHERWISE UNENFORCEABLE. CUSTOMER SHOULD CONSULT THE MANUFACTURER OF ANY PRODUCT TO DETERMINE WHAT, IF ANY, WARRANTIES IT PROVIDES. ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS. VST'S LIABILITY FOR BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, IS EXPRESSLY

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Proposal Number: 14653-1-0
City of Orange Beach
Date: June 18, 2024

LIMITED AT THE OPTION OF VST: (A) TO THE REPLACEMENT AT THE AGREED POINT OF DELIVERY OF ANY PRODUCTS OR SERVICES FOUND TO BE DEFECTIVE OR NOT TO CONFORM TO THE SPECIFICATIONS SET FORTH HEREIN (UPON DELIVERY OF THE PRODUCT BY CUSTOMER TO VST), (B) TO THE REPAIR OF SUCH PRODUCTS OR SERVICES (UPON DELIVERY OF THE PRODUCT BY CUSTOMER TO VST); OR (C) TO THE REFUND OR CREDITING TO CUSTOMER OF THE PRICE OF SUCH PRODUCTS OR SERVICES.

5. Delivery Terms. Delivery dates are approximate and are based upon prompt receipt of all necessary information from Customer. Unless otherwise specified by VST, delivery will be made and title will pass to Customer upon Customer's acceptance of conformity. Further, Customer is responsible for any job-site preparation or any other requirement needed in order for VST to meet its obligations as set forth herein.

6. Unforeseen Conditions or Change Orders. Should concealed conditions encountered in the performance of VST's work in a structure be a variance with the conditions indicated by the contract documents or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in the work of the character provided for in the contract documents be encountered, the compensation to be paid to VST for the work shall be adjusted by a Change Order. If VST encounters unforeseen conditions or circumstances during installation and/or maintenance at Customer's site that materially increase the cost or complexity of the work VST agreed to perform, Customer agrees to compensate VST for the extra materials and labor required by the unforeseen conditions or circumstances and for any additional costs, expenses or fees that VST incurs due to these circumstances. Further, if Customer materially changes any of the conditions or demands required of VST, then Customer hereby agrees to compensate VST for the extra materials and labor required and for any additional costs, expenses or fees that VST incurs due to these changes.

7. Dispute Resolution. Customer and VST agree that any and all disputes arising out of, or relating to, Customer's purchase of VST's products, attempted purchase of VST products, purchase of VST's service and /or installation of any product, use of VST's products, and/or any warranty(ies) alleged to cover VST's products, shall be resolved by binding arbitration in Birmingham, Alabama to the exclusion of all other locations. Further, Customer and VST hereby state and agree that any relationship between them and any transactions related to this or any other agreement to which they are a party specifically and without revocation are involved and touch upon interstate commerce. This provision shall apply to any and all claims whatsoever, whether they sound in contract, tort, or otherwise, with the sole exception being claims asserted by VST for non-payment, and without regard to whether they are based on conduct occurring before Customer's purchase of VST's products, or execution of a Service Agreement. The arbitration shall be governed by the rules and procedures promulgated by the American Arbitration Association that are in effect at the time of the dispute. The arbitrator shall have full authority to award costs, including reasonable attorney's fees, to the prevailing party.

8. Waiver of Trial by Jury. In the event that the Arbitration Agreement contained in these Standard Terms and Conditions is declared to be unenforceable by a court of law for any reason, Customer and VST, and their successors and assigns, do hereby waive their right to a trial by jury of any claim, counterclaim, cross-claim, or third-party claim, including any and all claims for injury or damage, brought by either party against the other that arises out of, or is related to, this Agreement, Customer's relationship with VST, Customer's purchase of VST's products, Customer's attempted

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purchase of VST's products, the use of VST's products, the servicing and/or installation of VST's products, and/or any warranty(ies) alleged to cover VST's products. VST and Customer make this waiver to avoid the additional time and expense jury trials require.

9. Acknowledgment. Customer acknowledges that VST shall not be responsible for any damages, claims, or injuries arising from Customer's improper use of VST's work delivered, services, Customer's failure to properly maintain VST's products, Customer's modification or alteration of VST's products, or Customer's negligence. Customer agrees to indemnify VST and hold it harmless from any and all claims, injuries, or damages arising from Customer's improper use or maintenance of VST's products, Customer's modification or alteration of VST's products, or Customer's negligence. Further, Customer acknowledges that VST, when rendering its work and services, relies upon quotes, part numbers, part information and other information provided to it by third parties. Accordingly, VST will use reasonable skill and care in performing its services but cannot guarantee that, all information it relied upon is accurate, complete or correct, and shall not be held responsible for any errors including manifest and typographical errors.

10. Payment. Terms of payment shall be the following: 50% of the total amount due shall be paid upon acceptance of the Proposal as a deposit. The remaining 50% shall be paid in "progress billings" as determined and calculated by VST at its sole discretion and billed every 30 days after work begins with payment due within ten (10) days after each bill. Any Change Order, extra charge or extra expense shall be added immediately to the next progress billing and shall be due within ten (10) days after that bill date. Further, should the costs of any part or supply change after acceptance of the Proposal by Customer, Customer hereby agrees that VST shall be entitled to receive and Customer agrees to pay any additional cost incurred by VST in procuring said part or supply in addition to the amounts set forth in the Proposal. Additionally, VST at its discretion shall be entitled to receive and Customer agrees to pay a fuel surcharge to pay any additional cost incurred by VST in the performance of its obligations caused by an increase in VST's fuel costs. Should the financial condition or responsibility of Customer at any time become unsatisfactory to VST, VST shall have the right, at its discretion, to require payment in advance for any shipment hereunder or satisfactory security thereof. If Customer fails to make payment in accordance with the terms of these Standard Terms and Conditions, or fails to comply with any provision hereof, VST may, at its discretion, in addition to any other remedies, cancel any agreement. Customer shall remain liable for all unpaid amounts. In the event Customer fails to make payment in accordance with the terms of Standard Terms and Conditions, the account shall be deemed delinquent and a late charge of one and one-half percent (1½%) per month will be added to the unpaid balance. Customer agrees to pay all collection costs and expenses, including reasonable attorneys' fees that VST incurs in collecting, or attempting to collect, said amount. Further, if Customer, in VST's sole discretion, remains in default greater than thirty (30) days of any sum due under this Agreement, or if Customer destroys or otherwise damages any installed equipment or product under this Agreement, VST may repossess the equipment or property by legal process or self help without the use of force. Nothing in this Agreement shall authorize a violation of criminal law or other applicable statute. In the event of default, VST may take possession of the equipment or property wherever found, including any governmental property or facility. In order to reinstate the Agreement after repossession occurs, Customer must pay: All past due charges, the reasonable cost of pick-up and delivery and a reinstatement fee of \$1000.00. THE CUSTOMER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT JURISDICTION AND VENUE FOR ANY ACTIONS BROUGHT BY EITHER PARTY SHALL BE

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Proposal Number: 14653-1-0
City of Orange Beach
Date: June 18, 2024

EXCLUSIVELY IN SHELBY COUNTY, ALABAMA, and that Customer hereby submits itself to the Jurisdiction of Shelby County, Alabama, and hereby waives any jurisdictional objection thereto.

11. Delay. VST shall not be liable for any failure or delay in manufacture, shipment, delivery of products, or performance of service/maintenance resulting from any cause beyond VST's control, including, but not limited to, provisions of law or governmental regulations, accident, explosion, fire, windstorm, flood or other casualty, strike, lockout, or other labor difficulty, riot, war, insurrection, shortage of, or inability to secure, labor, raw materials, production or transportation facilities.

12. Assignment. Customer may not assign this agreement without prior written consent of VST.

13. Waiver. Waiver of any breach of this contract shall not be construed as a waiver of any other breach .

14. Governing Law. The parties agree that the interpretation and validity of these Standard Terms and Conditions shall be governed by Alabama law.

15. Modification. There are no terms, conditions, under-standings, or agreements between Customer and VST other than those stated herein, and all prior proposals and negotiations are merged herein. NO TERMS AND CONDITIONS IN ANY WAY ALTERING OR MODIFYING THE PROVISIONS HEREIN SHALL BE BINDING UPON VST UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF VST. NO MODIFICATION OR ALTERATION OF THE PROVISIONS HEREIN SHALL RESULT FROM VST'S PERFORMANCE FOLLOWING RECEIPT OF CUSTOMER'S PURCHASE ORDER, SHIPPING ORDER, OR OTHER FORMS CONTAINING PROVISIONS, TERMS, AND CONDITIONS IN ADDITION TO, IN CONFLICT WITH, OR INCONSISTENT WITH, THE PROVISIONS HEREIN.

16. Termination by Customer. The Customer may terminate this Agreement for cause. Such termination may be made only after first giving VST written notice giving VST at least twenty (20) days to cure any default or breach of the contract by VST. If VST fails to cure said default or breach within this twenty (20) day notice, the Customer may then give ten (10) days written notice prior to the effective date of termination of this Agreement. Such notice shall be deemed given if delivered or mailed to the last known address of VST. From and after the effective date specified in such termination notice this Agreement shall be terminated. In the event of such termination, the Customer shall immediately pay VST compensation for services performed hereunder as calculated and delivered by VST to Customer. Such compensation shall be paid within five (5) business days of delivery of said amount by VST to Customer. After this five (5) day period, any amount due shall be subject to late fees and interest in the amount of 1.5% per month.

17. Termination by VST. VST may terminate this Agreement for cause. Such termination may be made only after first giving Customer written notice giving Customer at least twenty (20) days to cure any default or breach of the contract by Customer. If Customer fails to cure said default or breach within this twenty (20) day notice, the VST may then give ten (10) days written notice prior to the effective date of termination of this Agreement. Such notice shall be deemed given if delivered or mailed to the last known address of Customer. From and after the effective date specified in such termination notice this Agreement shall be terminated. In the event of such termination, Customer shall immediately pay

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Proposal Number: 14653-1-0
City of Orange Beach
Date: June 18, 2024

VST compensation for services performed hereunder as calculated and delivered by VST to Customer. Such compensation shall be paid within five (5) business days of delivery of said amount by VST to Customer. After this five (5) day period, any amount due shall be subject to late fees and interest in the amount of 1.5% per month.

In the event Customer cures any default or breach as delineated in this paragraph, then Customer shall be responsible for any fees, fines, costs, expenses or other monetary damages resulting from Customer's default or breach as determined by VST.

Vision Security Technologies is a proud member of the Alabama Electronic Security Board of Licensure, license #591. If there are unresolved issues, you may contact AESBL at 334-264-9388 or 7956 Vaughn Road, PMB 392, Montgomery, AL 36116.

Initials: _____

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**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 6, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a performance agreement with Garner C. Tampary Memorial Foundation, Inc., for the "2nd Annual Merry Memories Tinsel Trail" event. (MA)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-20-24 24-xxx Authorize Performance Agreement Garner Tampary Memorial Foundation Tinsel Trail Event
2. 2024.08.02 Performance Agreement Tinsel Trail Garner Tampary Foundation_draft

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PERFORMANCE AGREEMENT WITH THE
GARNER C. TAMPARY MEMORIAL FOUNDATION, INC.
FOR THE “2nd ANNUAL MERRY MEMORIES TINSEL TRAIL” EVENT**

FINDINGS:

1. The City wishes to engage the Garner C. Tampary Memorial Foundation, Inc., an Alabama non-profit corporation (Contractor) to provide the “2nd Annual Merry Memories Tinsel Trail” event on the lawn and gazebo at the Orange Beach Waterfront Park and a portion of the Coastal Arts Center lawn for the City’s holiday season and to advertise and promote the City. The event will be open to the public and will bring economic benefit to local businesses as well as have a general positive impact on the community as a recreational holiday themed and family friendly event.
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, and a public purpose is served.
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 November 23-December 30, 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 the Garner C. Tampary Memorial Foundation, 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 20th DAY OF AUGUST, 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 August 20, 2024.

City Clerk

PERFORMANCE AGREEMENT

This Performance Agreement is entered into between the City of Orange Beach, Alabama, a municipal corporation (“the City”) and Garner C. Tampary Memorial Foundation, Inc., an Alabama non-profit corporation (“the Contractor”).

WHEREAS, the Contractor is an organization with the mission to raise awareness and advocate for public safety, specifically seatbelt safety;

WHEREAS, the Gulf Coast and the City are the location of many events that have a significant positive impact on the City and its citizens;

WHEREAS, during the Thanksgiving and Christmas holiday season, the City and its citizens and visitors participate in a number of community-wide holiday events;

WHEREAS, the Contractor and the City wish to have an event entitled Merry Memories Tinsel Trail (“the Event”), which was held for the first time in 2023;

WHEREAS, the Event is expected to draw support and participation from local citizens and businesses as well as draw visitors and guests to the City, which will stimulate the local economy thru increased revenues for businesses, the City, and the Gulf Coast as well as have a general positive impact on the morale of the community;

WHEREAS, the Contractor will hold the Event from November 29, 2024, to December 25, 2024, on the lawn and a gazebo at Orange Beach Waterfront Park and a portion of the Coastal Arts Center of Orange Beach;

WHEREAS, the City wishes to engage Contractor to promote the City and the Alabama Gulf Coast through this Event;

NOW, THEREFORE, the parties agree as follows:

WITNESSETH:

That the City and the Contractor, for and 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, does hereby covenant and agree as follows:

1. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
2. Contractor agrees that it will provide the services as set out above, and more particularly described below. The City agrees to provide certain in-kind services described below to support the event upon approval of the City Council;
3. Contractor agrees that it will provide all information required by the City, including more specifically:
 - a. A description of the event;
 - b. Photographs of the event to evidence community participation 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.
4. The City will provide the following in-kind services:
 - a. Use of the Arts Center lawn and a portion of Orange Beach Waterfront Park for the setup, duration and cleanup period of the event;
 - b. Electricity and necessary wiring;
 - c. Barricades in an amount needed for public safety and parking control.
5. Contractor shall:
 - a. Provide and set up live trees for the "Merry Memories Tinsel Trail" event between November 23-29, 2024;
 - b. Advertise the event and the City as a destination location for holiday vacations and visits;
 - c. Operate the event open to the public and free of charge from November 29-December 25, 2024;
 - d. Locate the event in the portion of the Orange Beach Waterfront Park and Coastal Arts Center of Orange Beach lawn most visible to Canal Road, as set out in the diagram attached hereto as Exhibit "A", in order to provide a festive holiday scene to passersby;
 - e. Execute and comply with the City's Special Event Permit Application attached hereto as Exhibit "B", for use of the outdoor grounds;
 - f. Clean up and removal of trees and other event item between December 26-30, 2024.
6. This Agreement shall be effective from November 23, 2024, and will expire on December 30, 2024, upon approval of the Agreement by the City Council. The City shall have the right to immediately terminate this Agreement, with or without notice or cause, should Contractor breach any of its obligations under this Agreement. The City's right to enforce such obligations survives the expiration or termination of this Agreement.
7. 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 not longer be obligated or required to provide such in-kind services.
8. Contractor agrees to indemnify and hold harmless the City, its officials, agents, employees, departments, and representatives 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 work done, duties or obligations performed by Contractor pursuant to this Agreement, including any 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.
9. 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.

10. 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.
11. 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.
12. 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.
13. Contractor agrees that upon violation of the covenants and agreements herein contained, on account of any act or omission or commission of the Contractor, City may, at its option, terminate and cancel this Agreement.
14. 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.
15. 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.
16. 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. Mark Tampary
26560 Magnolia Avenue
Orange Beach, Alabama 36561

17. 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.

18. 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.
19. 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.
20. 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.
21. 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.

Dated this _____ day of _____, 2024.

CITY OF ORANGE BEACH, ALABAMA
A Municipal Corporation

By: _____
Tony Kennon, Mayor

ATTEST:

Renee Eberly, City Clerk

GARNER C. TAMPARY MEMORIAL
FOUNDATION, INC.

By: _____
Mark Tampary
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 Mark Tampary, as President of the Garner C. Tampary Memorial Foundation, Inc., 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: _____





CITY OF ORANGE BEACH

PARADE & SPECIAL EVENT PERMIT APPLICATION

Date of Application 07/30/24	Date of Event 11/29/24	Set up Date (if applicable) 11/23/24	Tear down Date (if applicable) 12/27/24
Sponsor/Responsible Party Garner C Tampary Memorial Foundation		Mailing Address 26560 Magnolia Ave Orange Beach	
Applicant Name Mark Tampary		Mailing Address same	
Cell phone # 251-752-5000		Email Address mtampary@hotmail.com	
Contact Person "on-site" Mark Tampary		Cell phone # 251-752-5000	
Title of Event Merry Memories Tinsel Trail		Annual event previously held? yes	Type of Event?
Location of Event Coastal Art Center/Kids Park Lawn as last year			
Event Hours nightly		Set up Hours	Break Down Hours
Expected Attendance numbers	Attendees?	Staff/volunteers?	
Briefly Explain Event and Activities, including music, Entertainment, clean up plan and security plan.		Display of decorated Christmas trees that have been decorated in honor of a lost friend or family member. We will a main tree lighting night, memorial service night and possibly a movie night if weather allows. Sponsorship proceeds to benefit Christian Services Center	
This Box For Parades/Public Assembly Only...	Line Up Area	Route	
	Line up time	Parade/Assembly start time	Parade/Assembly end time
	Disbanding area	# of staff working parade	
Purpose of Parade/Assembly:			
Sponsoring Organization of Parade:			
<i>PLEASE NOTE: PARADE LINE UP DUE 5 DAYS PRIOR TO START OF PARADE....ALL DRIVERS WILL BE GIVEN A BREATHALYZER PRIOR TO START OF PARADE BY OBPD, INCLUDING DRIVERS OF MOTORCYCLES, GOLF CARTS, AND ALL MOTORIZED VEHICLES</i>			
Signature of Applicant 		Date 07/30/24	



CITY OF ORANGE BEACH

PARADE & SPECIAL EVENT PERMIT CHECKLIST

PLEASE READ AND INITIAL EACH SECTION

- mct 1. If your event involves the sale of alcoholic beverages, you will be required to obtain licensing from the ABC Board. This process takes several weeks. Be prepared.
- mct 2. If your event involves the sale of alcoholic beverages, you will be required to have security provided by the Orange Beach Police Department.
- mct 3. If your event involves the sale of food, you will need to contact the Alabama Department of Public Health.
- mct 4. If your event involves food vendors, you may be subject to inspection by the Orange Beach Fire Department. Please see additional requirements.
- mct 5. If your event involves tents or other membrane structures, you may be subject to inspection by the Orange Beach Fire Department and/or the Code Enforcement Department. Please see additional requirements.
- mct 4. If sales are generated, you will be responsible for paying municipal, county and state sales tax. Please contact the Orange Beach Finance Department for information.
- mct 5. If your event involves multiple vendors, you can purchase a Special Event Business License that will cover the business license for all of the vendors for your event only. Please contact the Orange Beach Finance Department for information.
- mct 6. If your plan includes amplified music, you must follow noise ordinance.
- mct 7. If your event includes any kind of cooking or heating of food, you will need to notify Orange Beach Fire Department.
- mct 8. If your event takes place on public property, you will be required to obtain liability insurance and name the City of Orange Beach as an additional insured.
- mct 9. If after review, it is determined that your event will require City services such as Fire/EMT services, Police services, etc you will be charged for those services. Fee schedule is included. Please contact individual department for more information.
- mct 10. Any event may be terminated at any time up to and including the date of the permitted activity and including while the permitted activity is ongoing with or without notice if the Chief of Police or the Fire Chief determines that termination is in the interest of public health or safety, laws are being violated by participants, a breach of the peace is occurring or the sponsor has failed to comply with any standard or condition of the permit.



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 6, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing execution of a task order with Watermark Design Group, LLC, to provide design, bid, and construction administration services for restrooms at the Sportsplex in an amount not to exceed \$24,000. (GS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-20-24 24-xxx Authorize Task Order Watermark Design Group Sportsplex Bathrooms
2. 2024.08.02 Task Order Watermark Design Group Sportsplex Bathrooms

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
TASK ORDER WITH WATERMARK DESIGN GROUP, LLC
TO PROVIDE DESIGN, BID, AND CONSTRUCTION ADMINISTRATION SERVICES FOR
RESTROOMS AT THE SPORTSPLEX
IN AN AMOUNT NOT TO EXCEED \$24,000**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 23-165, adopted September 5, 2023, approved a contract with Watermark Design Group, LLC, to perform certain professional architectural services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The City’s Construction and Facilities Manager has submitted the Task Order attached as Exhibit A for Council approval.
4. The proposed Task Order requires Watermark Design Group, LLC, to provide services for design, preparation of documents for bidding, permitting and construction, and services for construction phase administration and observation for the purpose of converting two existing structures into ganged restrooms at the Orange Beach Sportsplex.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

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

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and Watermark Design Group, LLC, on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$24,000.00 to Watermark Design Group, LLC, to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 20th DAY OF AUGUST, 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 August 20, 2024.

City Clerk

TASK ORDER AUTHORIZATION
TASK ORDER NO. 2024-01
CITY OF ORANGE BEACH ALABAMA
PERFORMANCE CONTRACT
ARCHITECTURAL SERVICES

This Task Order shall be for Architectural and Engineering services as required to convert two ±350SF existing structures into ganged restrooms; inclusive of design, documentation, permitting, bidding and construction administration. Construction phase administration and construction phase observation will be provided to assist the City in managing the project, reviewing the work for compliance with the contract and close-out of the construction contract (see Exhibit A for Scope of Work and Fee Proposal).

The cost for completing this Task Order shall be a Lump Sum, not to exceed the amount of **twenty-four thousand dollars and 00/100 (\$24,000.00)**.

Additional Services as directed by the City of Orange Beach will be as provided for in the Watermark Design Group, LLC currently approved Professional Services Agreement with the City.

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

Exhibit A – Task Order 2024-01 Scope of Work and Fee Estimate

OFFERED BY CONSULTANT

John A. McArthur, III
Representative's Printed Name



Signature

07-15-2024

Date

Watermark Design Group, LLC
Firm Name

President, Principal Architect
Title

RECOMMENDED FOR APPROVAL

Name

Title

Signature

Date

APPROVED BY CITY OF ORANGE BEACH

Name

Title

Signature

Date

EXHIBIT A
CITY OF ORANGE BEACH ALABAMA
TASK ORDER NUMBER 2024-01
SCOPE OF WORK

SCOPE OF WORK:

At the request of the City of Orange Beach, this proposal is for services as required to convert two ±350SF existing structures into ganged restrooms. The existing structures are located at the Orange beach Sportsplex, located at 4385 William Slivers Pkwy, Orange Beach, AL 36561. The design coordination and required documentation will be produced for permitting, bidding and construction of the restrooms for the facility. Construction phase administration, and construction phase observation will be provided to assist the City in managing the project, reviewing the work for compliance with the documents, and close-out of the contract.

Specific tasks to be completed include:

1. Design/Document Preparation:

Drawings:

Drawings will be produced including renovation plans, elevations, electrical and plumbing plans, and other project specific details.

Project Manual:

A Project Manual will be produced including “Front End” Bidding and Contract requirements and technical specifications.

2. Submit design documents to the City of Orange Beach for review by staff and permit review. Coordinate as needed for approval of the Authority Having Jurisdiction.
3. Assist the City with distribution of documents to bidders, coordination of response to RFIs and clarifications, and receipt of bids.
4. Assist City with award and execution of the Construction Contract.
5. Construction Administration Services:
 - Coordination of regular Owner, Architect, Contractor (OAC) meetings and intermittent inspections as required to insure conformance with the Contract requirements.
 - Review submittals, shop drawings, pay applications.
 - Assist the City with project closeout.

FEE PROPOSAL

The cost for completing this Task Order shall be a Lump Sum, not to exceed the amount of **twenty-four thousand dollars and 00/100 (\$24,000.00)**.

The Fee will be Lump-Sum based on a percentage of the estimated construction cost for the scope of work with reduction considerations given for redundancy of documentation and services that will be common for all projects. Percentage rates will be based on the latest edition of the Alabama Division of Construction Management “Determination of Basic Fee or Basic Fee Rate for Design Professional Services” and adjusted as noted above.

Printing of documents for permitting and bidding will be charged as a reimbursable expense based on the schedule of fees and services that are included within Watermark’s approved Professional Services Agreement with the City.

All work shall be performed in accordance with Watermark Design Professional Services Agreement with the City of Orange Beach.

End of Exhibit A



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 6, 2024**

Departments: City Clerk

Description of Topic: Resolution reappointing Shawn Goe and Rusty Hart to the Fire Code Board of Appeals. (JS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-20-24 24-xxx Appoint Fire Code Board of Appeals Goe Hart

RESOLUTION NO. 24-xxx

**A RESOLUTION REAPPOINTING SHAWN GOE AND RUSTY HART
TO THE FIRE CODE BOARD OF APPEALS**

FINDINGS:

1. Fire Code Board of Appeals Members Shawn Goe and Rusty Hart's terms have expired or are about to expire.
2. Shawn Goe and Rusty Hart have served in their positions faithfully and well.
3. The Fire Marshal has recommended that Mr. Goe and Mr. Hart be reappointed to their positions on the Fire Code Board of Appeals.

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

1. That Shawn Goe be and is hereby reappointed to serve on the Fire Code Board of Appeals for a four year term ending on August 7, 2028.
2. That Rusty Hart be and is hereby reappointed to serve on the Fire Code Board of Appeals for a four year term ending on August 7, 2028.
3. That it be reaffirmed that the following persons have been appointed to the Fire Code Board of Appeals for the City of Orange Beach for the terms set out below:

Area of Expertise	Name	Term Length	Term Expiration Date
Fire Protection Engineering Professional	Vince McCoy	4 Years	August 7, 2025
Industrial Safety Professional	Chris Hicks	4 Years	August 7, 2025
Design Professional	Sted McCollough	4 Years	August 7, 2026
General Contractor	Shawn Goe	4 Years	August 7, 2028
General Industry/Business Representative	Rusty Hart	4 Years	August 7, 2028

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

ADOPTED THIS 20th DAY OF AUGUST, 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 August 20, 2024.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 6, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a task order with AECOM for a speed limit study along SR-182 in an amount not to exceed \$9,000. (CP)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-20-24 24-xxx Authorize Task Order AECOM SR-182 Speed Limit Study
2. 2024.08.26 Task Order AECOM SR-182 Speed Limit Study

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
TASK ORDER WITH AECOM
FOR A SPEED LIMIT STUDY ALONG SR-182
IN AN AMOUNT NOT TO EXCEED \$9,000**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 24-xxx adopted August 6, 2024, approved a contract with AECOM to perform certain traffic engineering services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The City Engineer has submitted a task order (attached Exhibit A) for Council approval.
4. The proposed Task Order requires AECOM to provide a speed limit evaluation study along SR-182 from SR-161 to a point 500 feet west of Loop Road.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

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

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and AECOM on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$9,000.00 to AECOM to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 20th DAY OF AUGUST, 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 August 20, 2024.

City Clerk

**Scope of Services
Speed Limit Evaluation Study
Alabama Highway 182
Orange Beach, AL**

The Client requires AECOM's traffic engineering expertise to complete a speed study for along Alabama Highway 182 in Orange Beach, Alabama. The following is an outline AECOM's understanding of the required tasks to accomplish this study effort on behalf of the Client.

Project Initiation/Data Collection

The project will be initiated with a meeting/teleconference between AECOM and the Client. The purpose of the meeting will be to discuss the goals of the project, to learn of any special concerns related to the completion of the project, and to set a schedule for the delivery of the project. At the project initiation meeting, it is assumed the Client will provide any known plans, aerial mapping, crash data for the latest 5 years, survey data, GIS data, or any other relevant data to AECOM for the purposes of this project.

AECOM will complete a speed study along Alabama Highway 182 from Alabama Highway 161 to a point 500 feet west of Loop Road. To accomplish the study effort, AECOM will collect speed data at up to three locations within the study limits. The data will be collected for a 48-hour period on a typical weekday during the peak tourist season.

Speed study

AECOM complete a speed study that complies with the current Alabama Speed Management Manual. The analysis will include speed data analysis, crash analysis, and speed zone design. The data collected for the project will be analyzed for the 85th percentile speed and that data will be compared with current speed limit requirements and guidance. The crash data will be analyzed to determine the hotspots and causes of any crashes and the impact speed may have on them. The results of the analysis will be summarized in a report that provides all necessary documentation to support any change in posted speed limit request from the City to ALDOT.

Project Deliverables:

- Speed Evaluation Study Document (digital pdf format)

Project Estimated Schedule:

- Submission of speed study to Client for review: 6 weeks from receipt notice to proceed.

Items/services excluded from this proposal:

- Traffic signal design
- Traffic signal construction
- Traffic signal warrant and analysis

Project Fee Schedule:

Traffic Data Collection	\$ 2,500.00
Speed Study	<u>\$ 6,500.00</u>
TOTAL	\$ 9,000.00



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 6, 2024**

Departments: City Clerk

Description of Topic: Resolution reappointing Tony Kennon to the Gulf Shores and Orange Beach Tourism Board of Directors. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-20-24 24-xxx Appoint GSOB Tourism Board of Directors Kennon
2. 2024.07.29 Tourism Board - Reappointment Letter Kennon

RESOLUTION NO. 24-xxx

**A RESOLUTION REAPPOINTING TONY KENNON TO THE
GULF SHORES AND ORANGE BEACH TOURISM BOARD OF DIRECTORS**

FINDINGS:

1. The term of Gulf Shores and Orange Beach Tourism Board of Directors member Tony Kennon is set to expire.
2. The Alabama Gulf Coast Convention and Visitors Bureau (“Gulf Shores and Orange Beach Tourism”) Board of Directors has requested the reappointment of Mayor Kennon.
3. City Council has determined that it is in the best interest of the City of Orange Beach to reappoint Mayor Kennon for an additional term.

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

1. That Tony Kennon is hereby reappointed to serve as a member of the Gulf Shores and Orange Beach Tourism Board of Directors for a four-year term which ends September 2028;
2. That it be reaffirmed that the following persons have been appointed to the Gulf Shores and Orange Beach Tourism Board of Directors for the terms set out below:

Penny Groux, term ending September 2025

Bill Brett, term ending September 2026

Susan Boggs, term ending September 2027

Tony Kennon, term ending September 2028

3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 20th DAY OF AUGUST, 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 August 20, 2024.

City Clerk



**GULF SHORES &
ORANGE BEACH
TOURISM**

Alabama's White-Sand Beaches

July 29, 2024

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

RE: Alabama Gulf Coast Convention and Visitors Bureau Board of Directors Term of Service

Dear Council Members:

The term of Mayor Tony Kennon on our Board of Directors will expire in September of this year. He has represented the City of Orange Beach as an elected official on our Board of Directors since 2008. He has graciously agreed to serve another 4-year term. As such, we are kindly requesting his reappointment to this position.

Mayor Kennon is an excellent example of the leadership that is crucial in the positive guidance of our area's destination marketing efforts. The Board would be very pleased to have his continued assistance in accomplishing the CVB's vision for the area.

Your consideration in this matter is greatly appreciated.

Best regards,

Glen Kaiser
Chairman, CVB Board of Directors



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 6, 2024**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a service agreement with NxtSoft Cybersecurity Solutions, LLC, dab ThreatAdvice, for endpoint protection. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-20-24 24-xxx Authorize Service Agreement ThreatAdvice IT Endpoint Protection
2. 2024.07.30 Service Agreement Threat Advice IT Endpoint Protection

RESOLUTION NO. 24-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
SERVICE AGREEMENT WITH
NXTSOFT CYBERSECURITY SOLUTIONS, LLC (DBA THREATADVICE)
FOR ENDPOINT PROTECTION**

FINDINGS:

1. Computer Backup, Inc. (CBI) serves as the city's IT consultant.
2. CBI has recommended a proposal for computer network endpoint protection for the Administration and Finance Departments from NxtSoft Cybersecurity Solutions, LLC, doing business as ThreatAdvice ("ThreatAdvice").
3. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Mayor is hereby authorized to execute the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and NxtSoft Cybersecurity Solutions, LLC, doing business as ThreatAdvice, 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 20th DAY OF AUGUST, 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 August 20, 2024.

City Clerk



ThreatAdvice

Secure Technology Solutions

We have prepared a quote for you

City of Orange Beach - SentinelOne

Quote # TAT011490
Version 3

Prepared for:

City of Orange Beach

Renee Eberly
reberly@orangebeachal.gov



SecureGuard MDR / EndPoint Protection

Description	Qty	Recurring	Ext. Recurring
MDR			
SecureGuard Managed Detection & Response - Endpoint Detection & Response (EDR) - Integrated ActiveEDR - Threat Hunting - Hunt by MITRE ATT&CK® Technique - USB Device Control - 24/7/365 SOC Monitoring & Response	24	\$15.00	\$360.00

Monthly_3Y Subtotal: \$360.00



Terms and Conditions

- 1. Services.** During the Term of this Proposal, ThreatAdvice will provide and/or otherwise make available to the customer identified above ("Customer") the (i) SecureGuard MDR, described in the Statement of Work attached hereto and made a part hereof as the service described (the "Services").
- 2. Fees and Payment.** In consideration of the Services, Customer shall pay to ThreatAdvice the fees listed herein. ThreatAdvice will invoice (i) recurring fees on an annual basis in advance, and (ii) any one-time fees, in advance. All invoices are due net 30 days from the invoice date. All fees are non-cancelable and non-refundable.
- 3. Term of Order Form.** The initial term of this Proposal shall be three (3) years starting on the first day of the month following the month in which Customer signed this Order Form (the "Start Date"). The term of this Order Form will automatically be renewed for additional one-year terms at then current pricing, unless either party gives the other written notice (email acceptable) at least 60 days before the end of the relevant term. The initial term and the renewal terms (if any) collectively constitute the "Term".
- 4. Terms and Conditions.** This Proposal together with the ThreatAdvice General Terms and Conditions accessible at [ThreatAdvice Terms and Conditions](#) (the "Agreement") constitute the entire agreement between ThreatAdvice and Customer. Capitalized terms used in this Proposal and not defined herein shall have the meaning as set forth in the Agreement.

5. Additional Terms and Conditions:

- 6. Counterparts.** This Proposal may be executed electronically and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



Statement of Work

This Statement of Work (SOW) is a part of the Master Services Agreement between ThreatAdvice Security Services, LLC (ThreatAdvice) and CUSTOMER AS ADDRESS BY THIS PROPOSAL (Customer). For and in consideration of the mutual agreements contained herein, the parties hereto agree as follows:

1. SERVICES PROVIDED IN BASE MONTHLY FEE

ThreatAdvice will provide support services as required to support and maintain Customer's existing network (workstations, servers and infrastructure specifically listed in this proposal) are in proper working order to include:

PRODUCTS AND SERVICES AS QUOTED WITHIN THIS PROPOSAL.

2. SERVICES NOT INCLUDED IN BASE MONTHLY FEE

The following list of services are not included in this agreement but can be provided by ThreatAdvice for an additional fee(s):

- Any services for moves, adds, changes or projects;
- The cost of any parts, hardware, software, or shipping charges of any kind;
- The cost of any licensing, renewals, or upgrade fees of any kind;
- The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind;
- Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors;
- Service and repair made necessary by the alteration or modification of equipment other than that authorized by Service Provider, including alterations, software installations or modifications of equipment made by Customer's employees or anyone other than Service Provider;
- Upgrades to 3rd party applications or other software with associated costs;
- Programming or development (modification or creation of software code) and program (software) maintenance;
- Training Services of any kind;
- Provision of any equipment or software used in remediation or disaster recovery operations; and
- Any services to or resulting from systems not covered by this agreement.

3. SERVICE LEVEL OBJECTIVES

Upon receipt of a support request through ThreatAdvice's Online Trouble Ticket System, Email to support@ThreatAdvice.com, Help desk Phone Call or use of our Remote Management Tool Agent, ThreatAdvice will respond per the below listed Service Level Objectives. ThreatAdvice will use its commercially reasonable efforts (including diligently and continuously performing such Services as may be necessary) during ThreatAdvice's normal business hours to resolve the request as promptly as possible.



Statement of Work

TROUBLE DESCRIPTION	RESPONSE
Service not available (All users and functions unavailable).	Within 1 hour
Significant degradation of service (Large number of users or business critical functions affected).	Within 2 hours
Limited degradation of service (Limited number of users or functions affected, business process can continue).	Within 4 hours
Small service degradation (Business process can continue, one user affected).	Within 8 hours

4.MINIMUM STANDARDS REQUIRED FOR SERVICES.

Costs required to bring Customer's environment up to these Minimum Standards are not included in this Agreement.

- All Servers must have currently supported Microsoft Windows Operating Systems.
- All Desktop PC's and Notebooks/Laptops must have currently supported business versions of Microsoft Windows Operating Systems (no Home version).
- All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
- The environment must have a currently licensed, up- to-date, centrally managed, and Vendor-Supported Server-based EDR Solution protecting all Servers, Desktops, Laptops, and Email.
- The environment must have a currently licensed, Vendor-Supported Data Backup Solution.
- The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
- Any Wireless data traffic in the environment must be secured with a minimum of 128bit data encryption.
- There must be a local domain controller or/or Azure Active Directory Services in the environment of which all supported desktops PC's and notebooks/laptops are a member.



Statement of Work

5. CUSTOMER RESPONSIBILITIES

Customer shall be responsible for the following:

- Any services not included in this SOW;
- Leaving all machines covered under this SOW on 24 hours per day;
- Submit service requests electronically through the Online Trouble Ticket System or accessible from ThreatAdvice's homepage or tray icon;
- Providing vendor and third-party application information (license numbers, support agreement information, etc.) as may be required;
- Providing system, software and hardware testing of any resolution provided related to submitted service requests;
- Paying for any third-party application or hardware support that may be required; and
- Maintaining manufacturer's warranty on all Systems Covered.



City of Orange Beach - SentinelOne



Prepared by:
ThreatAdvice Technologies
Starr Largin
Fax 770-452-5514
slargin@threatadvice.com

Prepared for:
City of Orange Beach
PO Box 458
Orange Beach, AL 36561
Renee Eberly
2519816806
reberly@orangebeachal.gov

Quote Information:
Quote #: TAT011490
Version: 3
Delivery Date: 07/25/2024
Expiration Date: 08/24/2024

Monthly_3Y Expenses Summary

Description	Amount
SecureGuard MDR / EndPoint Protection	\$360.00
Monthly_3Y Total: \$360.00	

Payment Options

Description	Payments	Interval	Amount
Term Options			
3 Year Agreement	36	Monthly	\$360.00

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated below.

ThreatAdvice Technologies

City of Orange Beach

Signature: _____
Name: Russell Taylor
Title: President
Date: _____

Signature: _____
Name: Renee Eberly
Title: City Clerk / Procurement Officer
Date: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 6, 2024**

Departments: City Attorney

Description of Topic: Resolution amending the fee schedule for emergency medical treatment and transport services. (JS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-20-24 24-xxx Amend Fee Schedule Fire EMS Ambulance Transport

RESOLUTION NO. 24-xxx

**A RESOLUTION AMENDING THE FEE SCHEDULE FOR
EMERGENCY MEDICAL TREATMENT AND TRANSPORT SERVICES**

FINDINGS:

1. Chapter 38, Article II, Sec. 38-26 requires the City Council of the City of Orange Beach, Alabama to establish the Orange Beach Fire/Rescue Department transport fee schedule. These fees were most recently amended on March 19, 2024, by Council Resolution No. 24-062.
2. Recent recommendations for amendments to Chapter 38, Article II of the City's Code of Ordinances brought to the City's attention the need for further amendments to the Orange Beach Fire/Rescue Department transport fee schedule.
3. The City wishes to amend the fee schedule once again in order to allow for waiver of fees for employees and their dependent(s) covered by City insurance, as well as individuals who require aided transportation during a declared state of emergency or mandatory evacuation.
4. The City Council has determined that the following amendments to the Orange Beach Fire/Rescue Department transport fee schedule are in the best interest of the City of Orange Beach, Alabama and its citizens and visitors and their health, safety and welfare.

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

1. That the Orange Beach Fire/Rescue Department transport fee schedule shall be as follows:

Base Rate

ALS1 - Non-Emergency	\$ 825.00
ALS1 - Emergency	\$ 925.00
ALS2 - Emergency	\$ 1,250.00
BLS - Non-Emergency	\$ 700.00
BLS - Emergency	\$ 750.00
Patient Assessment	\$ 60.00

For the purposes of this Resolution, the following definitions shall apply:

- a. *Advanced Life Support, Level 1 (ALS1) - Emergency*: Medically necessary provision of ALS1 services and transport in an emergency response and transport (lights/siren)
- b. *Advanced Life Support, Level 1 (ALS1) - Non-Emergency*: Medically necessary provision of ALS services and transport in a non-emergency travel mode (with traffic; no siren)
- c. *Advanced Life Support, Level 2 (ALS2)*: Emergency ground ambulance transportation and the provision of medically necessary supplies and services including (1) at least three separate administrations of one or more medications by intravenous (IV) push/bolus or by continuous infusion (excluding crystalloid fluids) or (2) ground ambulance transport, medically necessary supplies and services, and the provision of at least one of the ALS2 procedures listed below:
 - i. Manual defibrillation/cardioversion
 - ii. Endotracheal intubation
 - iii. Central venous line
 - iv. Cardiac pacing
 - v. Chest decompression
 - vi. Surgical airway
 - vii. Intraosseous line

- d. *Basic Life Support (BLS) - Non-Emergency*: Medically necessary provision of BLS services and transport in a non-emergency travel mode (with traffic; no siren)
- e. *Basic Life Support (BLS) - Emergency*: Medically necessary provision of BLS services and transport in an emergency response and transport (lights/siren)

Mileage

Loaded Mileage	\$ 17.00/mile
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Standby Services

Supervisor(2 hour minimum)	\$ 65.00/hour
Fire/EMS Staff (2 hour minimum)	\$ 50.00/hour
Transport Unit(2 hour minimum)	\$ 45.00/hour
Engine/Specialty Apparatus (2 hour minimum)	\$ 80.00/hour
Firework Standby	\$ 160.00 flat fee

Note: Above standby services will be charged in hour increments.

Additional Charges Associated with Transport

IV Therapy Administration	\$ 75.00
Oxygen Therapy/Administration	\$ 75.00
Cardiac Monitoring	\$ 90.00
Immobilization	\$ 90.00
Airway Management	\$ 95.00

Exceptions

- a. Any City employee and/or their dependent(s) covered under the City insurance plan shall be exempt from the fees listed above and any applicable deductibles which may apply.
- b. In the event of a declared State-of-Emergency or mandatory evacuation of the City, persons who are transported to a county-designated special needs shelter shall be exempt from the fees listed above and any applicable deductibles which may apply.
- c. In the event of a non-transport or refusal of services, fees may be waived at the discretion of the Fire Chief.

- 2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 20th DAY OF AUGUST, 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 August 20, 2024.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 6, 2024**

Departments: City Attorney

Description of Topic: Resolution adopting rental agreements and amending the fee schedule for the Coastal Arts Center. (DB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-20-24 24-xxx Adopt Rental Agreements Amend Fee Schedule Coastal Arts Center
2. Art Center Event Rental Agreement
3. Art Center Memorial Service Agreement
4. Art Center Wedding Rental Agreement

RESOLUTION NO. 24-xxx

**A RESOLUTION ADOPTING RENTAL AGREEMENTS AND
AMENDING THE FEE SCHEDULE FOR THE COASTAL ARTS CENTER**

FINDINGS:

1. The City currently owns and operates the Coastal Arts Center of Orange Beach located at 26389 Canal Road in Orange Beach, Alabama.
2. The City allows individuals and groups to rent the Event Center for various events including, but not limited to, weddings, fundraisers, galas, etc.
3. The current Rental Agreement, Facility User's Guide, and Fee Schedule which the Coastal Arts Center currently operates under require revisions to bring them up to date with current legal and financial advice.
4. The Council has determined that it is in the best interest of the City and its residents to adopt the attached Rental Agreements and Fee Schedule for the Coastal Arts Center.

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

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

ADOPTED THIS 17th DAY OF OCTOBER, 2023.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23-200, which was duly and legally adopted at a regular meeting of the City Council on October 17, 2023.

City Clerk



Coastal Arts Center

OF ORANGE BEACH

EVENT RENTAL AGREEMENT

This Rental Agreement made and entered into this ____ day of _____, 20____, by and between the City of Orange Beach, a Municipal corporation of the State of Alabama, (hereinafter referred to as "City or CACOB" or "Lessor"), and _____, hereinafter referred to as "Lessee". The City of Orange Beach (hereinafter referred to as "COB" or "the City") and the Coastal Arts Center of Orange Beach (hereinafter referred to as "CACOB", "the Arts Center" or "the Coastal Arts Center") may be used interchangeably throughout this document. It is understood that the City of Orange Beach is the legal entity owning and controlling the Coastal Arts Center of Orange Beach.

Lessee hereby agrees to abide by the Policies and Procedures and Facility User's Guide of the Coastal Arts Center of Orange Beach attached hereto and incorporated by reference as if set out fully herein.

EVENT DATE: _____ SETUP TIME: _____ FACILITY CLOSING TIME: _____

TYPE OF FUNCTION: _____

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

ORGANIZATION NAME: _____

PRIMARY CONTACT: Name: _____

work _____ cell _____

PRIMARY EMAIL: _____

ADDRESS: _____

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

- **KITCHEN** REQUIRED? ☐ Yes ☐ No

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

- **A/V** NEEDED? ☐ Yes ☐ No

Circle One: projector & screen / background music

MEDIA RELEASE: May we use photos and/or audio/video from your event in our social media outlets or in future advertising?

Circle one: YES / NO

Additional notes/special requests:

RENTAL FEES – Pricing includes setup and breakdown time

☐ **Weekend 12 Hour Rental** \$7,000
 - Available December – February; July - August

☐ **Weekend 6 Hour Rental** \$4,000
 - Available December – February; July – August

☐ **Weekday 5 Hour Rental** (4:30-9:30 PM only, Jan-Dec) \$3,000

☐ **Weekday 3 Hour Rental** (between 4:30-9:30 PM only, Jan-Dec) \$1,000

The above rentals include:

- Art Center gallery/grounds
- (2) event hosts
- Stage, chairs and tables, indoor use only – 130 max seated, 250 max standing

☐ **Grounds 2 Hour Rental** - 30 people or less \$800
 - Use of exterior grounds only and Clay Studio bathrooms
 - (1) event host
 - Excludes use of concrete pad

☐ **Art Cottage Meeting Space (30-40 people)** * \$100/hour up to \$500/day max* \$_____

☐ **Executive Conference Room (18-20 people)** *\$100/hour up to \$500/day max* \$_____

☐ **Use of Event Space** – December – February, July - August \$750
 - Concrete pad only

☐ **+ additional fees dependent on size/usage (see pricing addendum)** \$ _____

Event Subtotal: \$_____

Refundable Damage Deposit \$500 \$500

Discounts

☐ Full-time City of Orange Beach employee – (25%)

☐ Orange Beach Civic Organization- waiver of fees upon approval of Mayor

☐ Locals- extended hours free of charge

Event Total: \$_____

Security required for all events serving alcohol. Ask for details. Payment must be made directly to security personnel or company.

☐ Orange Beach Police Department

☐ Tidewater Security

Deposit to hold date (Greater of 50% of event total or \$500): \$_____

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

credit card _____ Exp. Date: _____ CVC _____

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

CACOB Optional Pricing Addendum

Applied to final invoice:

___ Cigar Bar Fee (outdoor only) - \$250

___ Oyster Bar Fee (outdoor only) - \$250

___ Piano Use Fee - \$150

___ Bounce House Fee - \$150

POLICIES AND PROCEDURES:

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

ALCOHOL

1. Alcohol on Premises: If alcohol is served and there are more than 100 people in attendance, it is the tenant's responsibility to secure the Orange Beach Police Department or Tidewater Security for Security Personnel. If alcohol is to be served, it must be served in accordance with Alabama Law. If a cash bar is used or alcohol is sold, the lessee (or caterer) will be required to obtain the proper ABC licensure. The lessee will also be required to obtain liquor liability insurance with the City of Orange Beach named as an additional insured. (See also 28. Security). Pursuant to Alabama Code §6-5-338, persons employing off duty peace officer must obtain liability insurance in the amount of \$100,000 indemnifying for acts of the officer.

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

EVENT ENTERTAINMENT

3. Events: It is the CACOB preference not to accept space bookings for like or similar public events and trade shows within 60 days of one another. However, the CACOB is a public venue and booking requests will be treated equally. All events of public nature must be appropriate for all ages.

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

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

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

STATE AND LOCAL LAWS

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

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

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

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

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

UTILITIES AND EQUIPMENT

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

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

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

CLEANING, DAMAGE, AND DÉCOR

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

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

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

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

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

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

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

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

23. No Smoking Policy: The use of tobacco products is prohibited inside the building. The use of tobacco will be allowed outside in designated areas only, located at least 25 feet from any entrance to CACOB buildings. This includes E-cigarettes and all other smoking devices.

SAFETY

24. Parking/Loading Dock: Cars and/or trucks parked illegally in marked fire lanes, loading docks, ramps or on the exhibit floors will be towed at the expense of the owners to insure the safety of all our guests and employees. Recreational vehicles, trailers, trucks or other vehicles are not allowed to park in loading dock or dock area. RV's and trucks may use the designated parking spaces. Events that have demonstrations, expo, classes, etc. in the parking lot are responsible for removal of all trash and debris.

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

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

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

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

Lessee will be responsible for insurance verification of vendors.

28. Security: It is the responsibility of the lessee to disclose estimated attendance figures, activities, entertainment and all other pertinent information needed to determine security measures. The use of alcohol, profile of attendees, history of event, duration of event, type of entertainment and space utilized will be taken into account to determine the minimum necessary security personnel which must be hired at the sole expense of the Lessee. In all cases, the City of Orange Beach reserves the right to require additional security personnel and fire marshal protection during all events held at the CACOB. Should the Lessee fail to disclose accurate event statistics, such as attendance figures, the CACOB has the right to prevent attendees from continuing to enter the facility during the event. In general, events that have more than 300 people in attendance will be required to hire a minimum of 2 Orange Beach Police Officers for the duration of the event. Weddings, parties and social events serving alcohol and having 100

attendees or more must hire security personnel. Any event where alcohol is sold will require security personnel.

PAYMENT, CANCELLATION, ETC.

29. Event Settlements: A deposit equal to the greater of \$500 or fifty percent (50%) of the anticipated billing to be incurred by the Lessee is required to book the CACOB for an event. The remaining balance is due forty-five (45) days prior to the event.

30. Overtime: Events that run beyond the scheduled agreed upon running time as it appears on the event rental agreement may result in an overtime charge of \$500.

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

32. Cancellation: Any and all cancellations and/or date changes must be in writing and signed by the same person who signed the rental agreement. For purposes of this section, an email to the Director of the CACOB is acceptable and is considered digital signature.

Notice of cancellation and/or date change must be given to the Director not less than 30 days prior to the event. Fee refunds will be made by check, less a 10% handling charge, and will be delivered by mail. No fee refunds will be given for cancellations made within 30 days of the event.

LEGAL

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

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

The CACOB and/or City of Orange Beach reserve the right to delay, postpone or cancel the rental agreement or event to be conducted at the CACOB when said cancellation is in best interest of the City of Orange Beach and promotes a public purpose including but not limited to events which create scheduling conflicts for City sponsored events. In the event that the rental agreement is cancelled under this clause, the Lessee shall be entitled to a full refund of all monies paid. The City of Orange Beach shall not be liable for any damages in connection with cancellations under this clause and tenant expressly waives same and will indemnify and hold harmless the City of Orange Beach for any claims arising hereunder.

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

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

37. Indemnification & Hold Harmless: In consideration of the permission granted to me by the City of Orange Beach to use the Coastal Arts Center of Orange Beach, I hereby indemnify and hold harmless the City of Orange Beach, its agents, officers, servants and employees from any and all claims and causes of action that may arise from injury to person or property or third party persons or property while using or as a result of using the facilities at the Coastal Arts Center of Orange Beach or in any way

arising from the rental agreement with the City. This indemnity and hold harmless agreement is given to the City of Orange Beach to protect the City and its agents, officers, servants and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of the Coastal Arts Center of Orange Beach.

I have read and understand all the information contained in this rental agreement and policies and procedures. **I agree to abide by the terms herein and the attached Facility User's Guide.** Failure to submit final payment 45 days prior to my event will constitute forfeiture of my reserved date and incur 10% handling charge for cancellation. I understand I may be notified of facility use rule changes after the date of this contract and will abide by any new guidelines.

_____	_____
(Lessee signature)	(date)

_____	_____
(Art Center representative)	(date)

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

CONTACT NAME	PHONE OR EMAIL
EVENT PLANNER: _____	_____
FLORIST: _____	_____
CATERER: _____	_____
CAKE: _____	_____
BAND/DJ: _____	_____
RENTALS: _____	_____
PHOTOGRAPHER _____	_____
VIDEOGRAPHER: _____	_____
TRANSPORATION: _____	_____
HAIR & MAKEUP: _____	_____
BAR SERVICE: _____	_____
OFFICER/SECURITY: _____	HOURS: _____
CACOB LABOR: _____	TIME: _____

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

FACILITY USER'S GUIDE

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

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

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

1. DJ/music vendors/bands **must** be approved by CACOB in advance. Limit of 4-piece band maximum indoors. No smoke/fog/haze machines are allowed in the gallery. All music vendors must abide by regulations set out in Chapter 30, Article III of the City of Orange Beach Code of Ordinances.
2. Bug spray for your guests may be helpful at some times of the year. Spraying of the grounds for mosquitos is allowed 24 hours in advance and CACOB *must have prior notice*. Be aware that ant beds are rare but possible.
3. **No sparklers, rice, confetti (even biodegradable), tinsel, or loose curly ribbon allowed.**
4. **Smoking is not allowed** on the Art Center grounds or in the buildings. A cigar permit for exterior grounds only is available for \$250. Ask CACOB for details. **Cigarette butts left on premises will result in forfeiture of Damage Deposit.**
5. Fire hazards: No tiki torches allowed on the grounds. **No open candle flames allowed.** Only battery operated candles are allowed. No floating lanterns. No fireworks/pyrotechnics are allowed.
6. Mobile kitchens can be brought in by licensed and insured catering companies only. Food trucks are permitted.
7. No low country boils allowed inside or outside. Oyster bars allowed outside only with oyster bar fee – see pricing addendum.
8. Glass bottles are strongly discouraged. Broken glass if not completely removed from the premises will result in loss of damage deposit as well as additional cleaning fees if required.
9. No feather boas inside or outside.
10. No nails/staples/tape allowed for attaching items to any part of the buildings.
11. Tents may be rented during the off season (see CACOB for details). Must be secured with water barrels or utilize the attachment system CACOB has in place. No staked tents are allowed.
12. Twinkle lights are allowed to be strung in the trees. Plastic bulbs only – no glass bulbs.
13. *Upstairs bridal suite*: Light snacks and drinks are allowed. If planning on heavy food or alcohol, you must use art cottage for those items. Clean-up of both the bridal suite and cottage is the responsibility of the Lessee.
14. No décor may be attached to the staircase rail unless approved by CAC.

15. Florists must complete their work and clean up 1 hour prior to the event. Pampas grass and/or moss are not allowed inside the gallery.
16. Red wine can stain and be very damaging to the venue. If you opt to serve red wine, be aware you run a high risk of losing your Damage Deposit as well as incurring additional cleaning fees.
17. Any approved rental drop offs on Friday must be after 4 PM.
18. If catering is provided, full service catering is required. Drop-off food is permitted for meetings only.

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

RESTROOMS:

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

CATERING KITCHEN:

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

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

DAMAGE DEPOSIT: \$500.00 The Damage Deposit will be returned after passing a cleaning inspection. Facility is expected to be left generally clean and free of extra trash, décor, food, etc. All rental or catering supplies must be removed at end of event.

NOISE/END TIME/CLEAN-UP: Band/DJ music must stop by 10:00 p.m. Current City of Orange Beach approved decibel levels must **not** be exceeded. Grounds must be completely cleared by 11:00 p.m. Failure to be out of the building and off grounds by 11:00 will constitute an additional \$500 charge. By 11:00pm, all trash and linens must be discarded or removed. All tables and chairs or other rented equipment must be stacked up **and placed under the tent or in the loading area** at the end of the event for rental company pick-up. Do not leave anything on the grass.

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

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



Coastal Arts Center

OF ORANGE BEACH

RENTAL AGREEMENT - Memorial Service

DATE: _____ # ATTENDING: _____

SETUP TIME: _____ START TIME: _____ END TIME: _____

PRIMARY CONTACT: Name: _____

work _____ cell _____

PRIMARY EMAIL: _____

Additional notes/special requests:

\$500 rental fee; \$250 cleaning fee- due prior to event date

Amount Paid: \$ _____ **Date paid:** _____ **cash:** _____ **check #:** _____

Credit card: _____ **Exp. Date:** _____ **CVC:** _____

CACOB will provide:

- Art Center Gallery/grounds
- (2) event hosts
- 125 Chairs and (2) 8 ft. tables (linen not included), indoor use only - 125 max seated, 250 standing
- 3 hour maximum usage

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

I have read and understand all the information contained in this rental agreement. I agree to abide by the terms herein and the attached Policies and Procedures and Facility User's Guide. I understand I may be notified of facility use rule changes after the date of this contract and will abide by any new guidelines.

(Lessee signature) (date)

(Art Center representative) (date)

POLICIES AND PROCEDURES:

The following Policies and Procedures are established by the City Council for the use of the Orange Beach Coastal Arts Center.
ALCOHOL

1. Alcohol on Premises: If alcohol is served and there are more than 100 people in attendance, it is the tenant's responsibility to secure the Orange Beach Police Department or Tidewater Security for Security Personnel. If alcohol is to be served, it must be served in accordance with Alabama Law. If a cash bar is used or alcohol is sold, the lessee (or caterer) will be required to obtain the proper ABC licensure. The lessee will also be required to obtain liquor liability insurance with the City of Orange Beach named as an additional insured. (See also 28. Security). Pursuant to Alabama Code §6-5-338, persons employing off duty peace officer must obtain liability insurance in the amount of \$100,000 indemnifying for acts of the officer.
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3. Events: It is the CACOB preference not to accept space bookings for like or similar public events and trade shows within 60 days of one another. However, the CACOB is a public venue and booking requests will be treated equally. All events of public nature must be appropriate for all ages.
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6. Copyrighted Materials: The Lessee will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, material, devices, processes or dramatic rights used on or incorporated in the event. The lessee agrees to indemnify, defend and hold harmless the City of Orange Beach and its agents, servants and employees from any claims or costs, including legal fees, which might arise from the use of any such material described above.

STATE AND LOCAL LAWS

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

12. General Building Services: Services included in the basic rental without additional charges are: General room lighting, heating/air conditioning during event hours, one time room set-up, wi-fi and two on duty staff persons (if applicable per contract). Services that will be subject to additional charges: custodial services, shipping/drayage services, custom lighting, audio/visual services, table covers (if available), changes to approved floor plan on day of event, auxiliary power and other services as available.
13. Utility Services: The CACOB is the contractor for all utility services. All utility connections, including electrical and water, shall be made by City of Orange Beach staff or approved contractors. Any exceptions must be approved in writing by CACOB staff. All requests must be made at least 30 days in advance.
14. Audio/Visual Equipment: To accommodate lessee and to simplify events, CACOB has a selection of basic audio visual equipment on site for use. There is no restriction placed upon the lessee bringing in its own equipment to the event or meeting as long as the setup/installation is reviewed and approved by authorized CACOB personnel.

CLEANING, DAMAGE, AND DÉCOR

15. Clean-up and Disposal Fees: Applicable fees and service charges may be levied at the discretion of the CACOB event personnel for excessive clean-up at the direct cost of Lessee. The Lessee shall accept the premises in the condition it is found and shall leave the premises in the same condition at the conclusion of the event. The CACOB shall provide general janitorial services of public areas (restrooms, lobby, etc.). If necessary, janitorial charges will be assessed during event planning as determined by the CACOB staff. If the facility is left in excessive disarray, as determined by the CACOB staff, additional cleaning or damage fees may be assessed. Fees may be charged for excessive dumpster fees incurred, bulk trash removal or additional custodial needs. If left in a less than satisfactory condition, the lessee will not be allowed to rent the facility in the future.
16. Literature/Handouts/Leaflets: Distribution of any printed materials on the premises must have prior approval of the CACOB. A fee to clean up litter created by such distribution may be imposed.
17. Damage to Facility: Lessee shall be responsible for any damages to the CACOB property from any cause from the time of set up continuing through clean up of any event regardless of intent, negligence or accidental cause. Lessee shall be responsible for the acts of all guests, agents, servants, employees and assigns while on the CACOB property. Lessee hereby waives any defense against payment for property damage sustained during the term of this agreement.
18. Decorations, Signs and Special Displays: The use of confetti, glitter, silly string, helium balloons, mylar balloons or adhesive backed decals, stickers, or tags is prohibited. Signage and decorations must be hung with adhesive approved by CACOB. The use of tacks, glue, nails, staples or any other type of fasteners to hang signage or decorations is prohibited. Signage may not be adhered to doors or windows without approval. At move out, all decorations and signage must be removed. If lessee leaves materials in or on facility property, the items will be disposed of and the lessee will be billed for the labor costs associated with removal or cleaning.
19. Painting: The act of painting is prohibited inside the CACOB and may only be allowed on the property (outdoor) with CACOB written permission.
20. Rigging/Hanging of Lights, Sound, etc. & Stationary Items: No stationary items (i.e. art) shall be moved from their designated place. No items may be hung from ceiling or walls within the CACOB. This includes but is not limited to equipment such as projectors, screens, LED screens, lights, and banners.
21. Treatment of Floors in Facility: Exhibitors wishing to lay any floor covering may not adhere covering to floor. The only adhesive tape allowed on floor in the event of a/v production, trade show, etc. is Gaffers Tape. No other adhesive tape is allowed on any floors, including the lobby floor, the carpeted floor or the dance floor. The Lessee will assume all costs arising from violation from this policy (whether from participants, contractors, volunteers).

22. **Tenting:** Tenting is allowed only in specific areas of the CACOB property. Please coordinate with CACOB staff for specific locations and requirements. Tents cannot be attached to the outside of the facility. Holes may be staked into the ground in areas approved by CACOB staff only. All tents are subject to a Fire Marshal inspection prior to and during the event.
23. **No Smoking Policy:** The use of tobacco products is prohibited inside the building. The use of tobacco will be allowed outside in designated areas only, located at least 25 feet from any entrance to CACOB buildings. This includes E-cigarettes and all other smoking devices.

SAFETY

24. **Parking/Loading Dock:** Cars and/or trucks parked illegally in marked fire lanes, loading docks, ramps or on the exhibit floors will be towed at the expense of the owners to insure the safety of all our guests and employees. Recreational vehicles, trailers, trucks or other vehicles are not allowed to park in loading dock or dock area. RV's and trucks may use the designated parking spaces. Events that have demonstrations, expo, classes, etc. in the parking lot are responsible for removal of all trash and debris.
25. **Fire and Safety Regulations:** The City of Orange Beach and the CACOB staff reserves the right to cause the interruption of any event, set up or tear down of event in the interest of public safety and to likewise cause the termination of the event when in the sole judgement of the City of Orange Beach agents or the CACOB staff such termination is in the interest in public safety.
- All aisles must be kept clear, clean and free of obstructions.
 - Exits shall not be blocked or covered.
 - The CACOB reserves the right to designate points of entrance, exit and concession areas.
 - Parking and unloading in the fire lanes is not allowed and must be kept clear at all times.
 - Use of pyrotechnics is prohibited at all times.
 - The use of lighted candles is prohibited at all times
 - All materials used in decorations and displays must be flame retardant and are subject to an inspection by the Fire Marshal at any time.
 - All pressurized tanks holding any type of gas (helium, nitrogen, LP, Propane, etc) must be approved by CACOB staff in advance and must be secured in the upright position while being used in the facility.
 - All cords and cables in aisles and walkways must be matted and taped in place by approved tape.
 - All plantings, fountains, coolers, etc. should have waterproof plastic materials underneath.
 - Standing on chairs by event attendees is prohibited.
 - The CACOB reserves the right to make or have announcements made pertaining to safety or other issues at appropriate times during the event.
26. **Emergency Procedures:** The CACOB is equipped with alarm systems and illuminated exit signs. In the event of an emergency, the highest ranking CACOB staff person on duty assumes control of the building and acts as liaison with the police, fire and medical services. The CACOB staff is responsible for keeping the Lessee and service contractors informed and involved in decisions relating to events in progress.
27. **Insurance:** Lessee is required to secure and retain, in addition to other policies of insurance required by law or by section 1 herein, the following insurance: Comprehensive General Liability- coverage shall have limits of not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage including coverages for personal injury, contractual liability, operation of mobile equipment, and products/completed operations. Lessee shall name as additional insured, the City of Orange Beach, its officers, agents and employees. Lessee may be required to furnish certificate of insurance at least 10 days in advance of event. If the Lessee fails to obtain said coverage, the CACOB may cancel the event without penalty to the CACOB or the City of Orange Beach.
Lessee will be responsible for insurance verification of vendors.
28. **Security:** It is the responsibility of the lessee to disclose estimated attendance figures, activities, entertainment and all other pertinent information needed to determine security measures. The use of alcohol, profile of attendees, history of event, duration of event, type of entertainment and space utilized will be taken into account to determine the minimum necessary security personnel which must be hired at the sole expense of the Lessee. In all cases, the City of Orange Beach reserves the right to require additional security personnel and fire marshal protection during all events held at the CACOB. Should the Lessee fail to disclose accurate event statistics, such as attendance figures, the CACOB has the right to prevent attendees from continuing to enter the facility during the event. In general, events that have more than 300 people in attendance will be required to hire a minimum of 2 Orange Beach Police Officers for the duration of the event. Weddings, parties and social events serving alcohol and having 100

attendees or more must hire security personnel. Any event where alcohol is sold will require security personnel.

PAYMENT, CANCELLATION, ETC.

29. Event Settlements: A deposit equal to the greater of \$500 or fifty percent (50%) of the anticipated billing to be incurred by the Lessee is required to book the CACOB for an event. The remaining balance is due forty-five (45) days prior to the event.
30. Overtime: Events that run beyond the scheduled agreed upon running time as it appears on the event rental agreement may result in an overtime charge of \$500.
31. Owner Rights of Entry: In permitting the use of the Authorized Areas to the lessee, the CACOB does not relinquish and does hereby retain the right to enforce all rules for the management and operations of such space. Representatives of the CACOB shall at all times retain authority and control of the Facility.
32. Cancellation: Any and all cancellations and/or date changes must be in writing and signed by the same person who signed the rental agreement. For purposes of this section, an email to the Director of the CACOB is acceptable and is considered digital signature. Notice of cancellation and/or date change must be given to the Director not less than 30 days prior to the event. Fee refunds will be made by check, less a 10% handling charge, and will be delivered by mail. No fee refunds will be given for cancellations made within 30 days of the event.

LEGAL

33. Force Majeure: LOSS OF USE OF FACILITY. Should the CACOB or any part thereof be destroyed or damaged by fire or by any other cause, or if any other casualty, riot or civil disturbance, strike or act of God, floods, epidemics, quarantine restrictions, terrorist acts from a foreign or domestic source, failure of public utilities, exercise of the police power or a proclaimed state of emergency, or any other unforeseen occurrences shall render the fulfillment of a scheduled event impracticable as determined by the Mayor or City Council, the CACOB shall not in any way be liable or responsible to the Lessee for any damage or loss caused thereby. If because of any occurrences listed above or any other such unforeseeable occurrence, an event in progress is caused to be cancelled or terminated, the City shall not be liable or responsible to the Lessee for any damage or loss caused thereby.
34. Reservation of Rights: The CACOB reserves the right to refuse to do business with any individual or entity with a record of illegal activities, law enforcement violations, deceptive business practices or excessive consumer complaints (of either a civil or criminal nature). Should such activities of Lessee be discovered or disclosed subsequent to the execution of a Rental Agreement with the CACOB, the CACOB shall have the exclusive and immediate right to terminate such Rental Agreement. In the event of said termination, City of Orange Beach, its agents, officials and employees shall not be liable for any damages in connection with therewith. In the event of said termination, any deposits or rental amounts paid will be forfeited to the extent the CACOB is not thereafter rented for like or greater monies.

The CACOB and/or City of Orange Beach reserve the right to delay, postpone or cancel the rental agreement or event to be conducted at the CACOB when said cancellation is in best interest of the City of Orange Beach and promotes a public purpose including but not limited to events which create scheduling conflicts for City sponsored events. In the event that the rental agreement is cancelled under this clause, the Lessee shall be entitled to a full refund of all monies paid. The City of Orange Beach shall not be liable for any damages in connection with cancellations under this clause and tenant expressly waives same and will indemnify and hold harmless the City of Orange Beach for any claims arising hereunder.

35. Rental Agreement: The CACOB has no commitment to Lessee until a Rental Agreement has been executed by both parties and payment of the required deposit has been received. Without an executed Rental Agreement, reservations or holds of days or space are merely for the convenience of the Lessor. No commitment for dates or space on behalf of the CACOB shall be final until a Rental Agreement is signed by the Lessee and accepted by the CACOB.
36. Jurisdiction: Any claims arising from this agreement shall be decided by the Courts of Baldwin County, Alabama.

37. Indemnification & Hold Harmless: In consideration of the permission granted to me by the City of Orange Beach to use the Coastal Arts Center of Orange Beach, I hereby indemnify and hold harmless the City of Orange Beach, its agents, officers, servants and employees from any and all claims and causes of action that may arise from injury to person or property or third party persons or property while using or as a result of using the facilities at the Coastal Arts Center of Orange Beach or in any way

arising from the rental agreement with the City. This indemnity and hold harmless agreement is given to the City of Orange Beach to protect the City and its agents, officers, servants and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of the Coastal Arts Center of Orange Beach.

FACILITY USER'S GUIDE

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

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

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

1. DJ/music vendors/bands **must** be approved by CACOB in advance. Limit of 4-piece band maximum indoors. No smoke/fog/haze machines are allowed in the gallery. All music vendors must abide by regulations set out in Chapter 30, Article III of the City of Orange Beach Code of Ordinances.
2. Bug spray for your guests may be helpful at some times of the year. Spraying of the grounds for mosquitos is allowed 24 hours in advance and CACOB *must have prior notice*. Be aware that ant beds are rare but possible.
3. **No sparklers, rice, confetti (even biodegradable), tinsel, or loose curly ribbon allowed.**
4. **Smoking is not allowed** on the Art Center grounds or in the buildings. A cigar permit for exterior grounds only is available for \$250. Ask CACOB for details. **Cigarette butts left on premises will result in forfeiture of Damage Deposit.**
5. Fire hazards: No tiki torches allowed on the grounds. **No open candle flames allowed.** Only battery operated candles are allowed. No floating lanterns. No fireworks/pyrotechnics are allowed.
6. Mobile kitchens can be brought in by licensed and insured catering companies only. Food trucks are permitted.
7. No low country boils allowed inside or outside. Oyster bars allowed outside only with oyster bar fee – see pricing addendum.
8. Glass bottles are strongly discouraged. Broken glass if not completely removed from the premises will result in loss of damage deposit as well as additional cleaning fees if required.
9. No feather boas inside or outside.
10. No nails/staples/tape allowed for attaching items to any part of the buildings.
11. Tents may be rented during the off season (see CACOB for details). Must be secured with water barrels or utilize the attachment system CACOB has in place. No staked tents are allowed.
12. Twinkle lights are allowed to be strung in the trees. Plastic bulbs only – no glass bulbs.
13. *Upstairs bridal suite:* Light snacks and drinks are allowed. If planning on heavy food or alcohol, you must use art cottage for those items. Clean-up of both the bridal suite and cottage is the responsibility of the Lessee.
14. No décor may be attached to the staircase rail unless approved by CAC.

15. Florists must complete their work and clean up 1 hour prior to the event. Pampas grass and/or moss are not allowed inside the gallery.
16. Red wine can stain and be very damaging to the venue. If you opt to serve red wine, be aware you run a high risk of losing your Damage Deposit as well as incurring additional cleaning fees.
17. Any approved rental drop offs on Friday must be after 4 PM.
18. If catering is provided, full service catering is required. Drop-off food is permitted for meetings only.

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

RESTROOMS:

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

CATERING KITCHEN:

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

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

DAMAGE DEPOSIT: \$500.00 The Damage Deposit will be returned after passing a cleaning inspection. Facility is expected to be left generally clean and free of extra trash, décor, food, etc. All rental or catering supplies must be removed at end of event.

NOISE/END TIME/CLEAN-UP: Band/DJ music must stop by 10:00 p.m. Current City of Orange Beach approved decibel levels must **not** be exceeded. Grounds must be completely cleared by 11:00 p.m. Failure to be out of the building and off grounds by 11:00 will constitute an additional \$500 charge. By 11:00pm, all trash and linens must be discarded or removed. All tables and chairs or other rented equipment must be stacked up **and placed under the tent or in the loading area** at the end of the event for rental company pick-up. Do not leave anything on the grass.

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

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



WEDDING RENTAL AGREEMENT

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

EVENT DATE: _____ CEREMONY TIME: _____

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

REHEARSAL DATE/TIME: _____

PRIMARY CONTACT: Name: _____

work _____ cell _____

PRIMARY EMAIL: _____

ADDRESS: _____

BRIDE: _____

PARENT: _____ Phone: _____

GROOM: _____

PARENT: _____ Phone: _____

APPROVED LOCAL EVENT PLANNER: _____
(name)

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

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

- **A/V** NEEDED? ☐ Yes ☐ No

Circle one: projector & screen / background music

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

Circle one: YES / NO

RENTAL FEES:*Mid-March – June; September – November**Pricing and hours includes setup and breakdown time***Saturday**

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

___ 8 Hours (12pm-8pm only)	\$5,500
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Weekday Mon. – Thu.

___ 5 Hour Rental (4:30pm-9:30pm)	\$3,000
<i>Additional cleaning fees may apply</i>	

The above rentals Include:

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

___ Grounds 2 Hour Rental - 30 people or less	\$800
- Use of exterior grounds only and Clay Studio restrooms - (1) event host - Excludes use of concrete pad	

___ + Use of Tent Event Space (concrete pad includes tent and lighting)	\$3,800
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___ + <i>additional fees dependent on size/usage (see pricing addendum)</i>	\$ _____
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Event Subtotal: \$ _____

Refundable Damage Deposit	\$500
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Discounts

___ City of Orange Beach employees and family members– actual expenses incurred by the City
___ Locals- extended hours free of charge (minimum 6-hour rental)

Event Total Due: \$ _____

Security required for all events serving alcohol. Ask for details. Payment must be made directly to security personnel or company.

___ Orange Beach Police Department

___ Tidewater Security

Deposit to hold date (Greater of 50% or event total of \$500): \$ _____

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

credit card _____ Exp. Date: _____ CVC _____

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

CACOB Optional Pricing Addendum

Applied to final invoice:

___ Cigar Bar Fee (outdoor only) - \$250

___ Oyster Bar Fee (outdoor only) - \$250

___ Piano Use Fee - \$150

___ Bounce House Fee - \$150

___ Bridal Photo Session (2 hours, ask for details) - \$250

POLICIES AND PROCEDURES:

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

ALCOHOL

1. Alcohol on Premises: If alcohol is served and there are more than 100 people in attendance, it is the tenant's responsibility to secure the Orange Beach Police Department or Tidewater Security for Security Personnel. If alcohol is to be served, it must be served in accordance with Alabama Law. If a cash bar is used or alcohol is sold, the lessee (or caterer) will be required to obtain the proper ABC licensure. The lessee will also be required to obtain liquor liability insurance with the City of Orange Beach named as an additional insured. (See also 28. Security). Pursuant to Alabama Code §6-5-338, persons employing off duty peace officer must obtain liability insurance in the amount of \$100,000 indemnifying for acts of the officer.

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

EVENT ENTERTAINMENT

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

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

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

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

STATE AND LOCAL LAWS

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

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

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

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

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

UTILITIES AND EQUIPMENT

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

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- Parking and unloading in the fire lanes is not allowed and must be kept clear at all times.
- Use of pyrotechnics is prohibited at all times.
- The use of lighted candles is prohibited at all times
- All materials used in decorations and displays must be flame retardant and are subject to an inspection by the Fire Marshal at any time.
- All pressurized tanks holding any type of gas (helium, nitrogen, LP, Propane, etc) must be approved by CACOB staff in advance and must be secured in the upright position while being used in the facility.
- All cords and cables in aisles and walkways must be matted and taped in place by approved tape.
- All plantings, fountains, coolers, etc. should have waterproof plastic materials underneath.
- Standing on chairs by event attendees is prohibited.
- The CACOB reserves the right to make or have announcements made pertaining to safety or other issues at appropriate times during the event.

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

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

Lessee will be responsible for insurance verification of vendors.

28. Security: It is the responsibility of the lessee to disclose estimated attendance figures, activities, entertainment and all other pertinent information needed to determine security measures. The use of alcohol, profile of attendees, history of event, duration of event, type of entertainment and space utilized will be taken into account to determine the minimum necessary security personnel which must be hired at the sole expense of the Lessee. In all cases, the City of Orange Beach reserves the right to require additional security personnel and fire marshal protection during all events held at the CACOB. Should the Lessee fail to disclose accurate event statistics, such as attendance figures, the CACOB has the right to prevent attendees from continuing to enter the facility during the event. In general, events that have more than 300 people in attendance will be required to hire a minimum of 2

Orange Beach Police Officers for the duration of the event. Weddings, parties and social events serving alcohol and having 100 attendees or more must hire security personnel. Any event where alcohol is sold will require security personnel.

PAYMENT, CANCELLATION, ETC.

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

30. Overtime: Events that run beyond the scheduled agreed upon running time as it appears on the event rental agreement may result in an overtime charge of \$500.

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

32. Cancellation: Any and all cancellations and/or date changes must be in writing and signed by the same person who signed the rental agreement. For the purpose of this section, an email to the Director of the CACOB is acceptable and is considered digital signature.

Notice of cancellation and/or date change must be given to the Director not less than 30 days prior to the event. Fee refunds will be made by check, less a 10% handling charge, and will be delivered by mail. No fee refunds will be given for cancellations made within 30 days of the event.

LEGAL

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

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

The CACOB and/or City of Orange Beach reserve the right to delay, postpone or cancel the rental agreement or event conducted at the CACOB when said cancellation is in best interest of the City of Orange Beach and promotes a public purpose including but not limited to events which create scheduling conflicts for City sponsored events. In the event that the rental agreement is cancelled under this clause, the lessee shall be entitled to a full refund of all monies paid. The City of Orange Beach shall not be liable for any damages in connection with cancellations under this clause and tenant expressly waives same and will indemnify and hold harmless the City of Orange Beach for any claims arising hereunder.

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

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

37. Indemnification & Hold Harmless: In consideration of the permission granted to me by the City of Orange Beach to use the Coastal Arts Center of Orange Beach, I hereby indemnify and hold harmless the City of Orange Beach, its agents, officers, servants and employees from any and all claims and causes of action that may arise from injury to person or property or third party persons or property using or as a result of using the facilities at the Coastal Arts Center of Orange Beach- or in any way arising from the rental agreement with the City. This indemnity and hold harmless agreement is given to the City of Orange Beach to protect the City and its agents, officers, servants and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of the Coastal Arts Center of Orange Beach.

I have read and understand all the information contained in this rental agreement and policies and procedures. **I agree to abide by the terms herein and the attached Facility User's Guide.** Failure to submit final payment 45 days prior to my event will constitute forfeiture of my reserved date and incur 10% handling charge for cancellation. I understand I may be notified of facility use rule changes after the date of this contract and will abide by any new guidelines.

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

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

CONTACT NAME	PHONE OR EMAIL
EVENT PLANNER: _____	_____
FLORIST: _____	_____
CATERER: _____	_____
CAKE: _____	_____
BAND/DJ: _____	_____
Ceremony music plan: _____	
RENTALS: _____	_____
PHOTOGRAPHER _____	_____
VIDEOGRAPHER: _____	_____
TRANSPORATION: _____	_____
HAIR & MAKEUP: _____	_____
OFFICIANT: _____	_____
BAR SERVICE: _____	_____
OFFICER/SECURITY: _____	HOURS: _____
CACOB LABOR: _____	TIME: _____
NOTARY: _____	TIME: _____

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

FACILITY USER'S GUIDE

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

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

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

1. DJ/music vendors/bands **must** be approved by CACOB in advance. Limit of 4-piece band maximum indoors. No smoke/fog/haze machines are allowed in the gallery. All music vendors must abide by regulations set out in Chapter 30, Article III of the City of Orange Beach Code of Ordinances.
2. Bug spray for your guests may be helpful at some times of the year. Spraying of the grounds for mosquitos is allowed 24 hours in advance and CACOB *must have prior notice*. Be aware that ant beds are rare but possible.
3. Bubbles, glow wands, shakers, kazoos, bells, cold sparks, etc. are allowed for bride/groom send off. **No sparklers, rice, confetti (even biodegradable), tinsel, or loose curly ribbon allowed.**
4. **Smoking is not allowed** on the Art Center grounds or in the buildings. A smoking/cigar permit for exterior grounds only is available for \$250. Ask CACOB for details. **Cigarette butts left on premises will result in forfeiture of Damage Deposit.**
5. Fire hazards: No tiki torches allowed on the grounds. **No open candle flames allowed.** Only battery operated candles are allowed. No floating lanterns. No fireworks/pyrotechnics are allowed.
6. Mobile kitchens can be brought in by licensed and insured catering companies only. Food trucks are permitted.
7. No low country boils allowed inside or outside. Oyster bars are allowed outside only with oyster bar fee – see pricing addendum.
8. Glass beer bottles are strongly discouraged. Broken glass if not completely removed from the premises will result in loss of damage deposit as well as additional cleaning fees if required.
9. No feather boas inside or outside.
10. No nails/staples/tape allowed for attaching items to any part of the buildings.
11. Twinkle lights are allowed to be strung in the trees. Plastic bulbs only – no glass bulbs.
12. *Upstairs bridal suite*: Light snacks and drinks are allowed. If planning on heavy food or alcohol, you must use art cottage for those items. Clean-up of both the bridal suite and groomsman cottage is the responsibility of the bridal party, 1 hour prior to ceremony.
13. No décor may be attached to the staircase rail unless approved by the CAC. Florists must complete their work and clean up 1 hour prior to ceremony. Pampas grass and moss are not allowed inside the gallery

14. Red wine can stain and be very damaging to the venue. If you opt to serve red wine, be aware you run a high risk of losing your Damage Deposit as well as incurring additional cleaning fees.
15. Any approved rental drop offs on Friday must be after 4 PM.
16. A licensed and insured **full service** caterer is required. The CACOB does not allow drop-off catering service.
17. The CAC 40x60 structural tent includes café lighting only. Additional lighting may be rented at lessee's expense.
18. This tent holds a maximum of 150 seated guests with a dance floor and stage.
19. Stage must always be located at the south end of the concrete pad.
20. The tent will feature a clear top for the months of March, April, October, and November. A white top will be featured for the months of May, June, and September. A change out of tops may be requested at the lessee's expense.

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

RESTROOMS:

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

CATERING KITCHEN:

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

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

DAMAGE DEPOSIT: \$500.00. The Damage Deposit will be returned after passing a cleaning inspection. Facility is expected to be left generally clean and free of extra trash, décor, food, etc. All rental or catering supplies must be removed at end of event.

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

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

All rental tables/chairs/tents, etc. must be picked up by the next day- by 9:00 a.m. on weekdays or 11:00a.m. on Sundays.

All food and personal items must be removed from the Gallery and/or Cottage upon departure.

6-8 large garbage cans for guests' use will be available during event. Bags are provided. Trash must be pulled by planner and/or catering staff and left in designated trailer.

The Coastal Arts Center is not responsible for any items dropped off at the Arts Center prior to event date, or for any items left after event date.

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



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 6, 2024**

Departments: Community Development

Description of Topic: Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0801-CU-24, Keel Storage Phase 4 Addition. (Suggested date 9/3/2024) (GP)

Background/Description: Lieb Engineering Company, on behalf of FM Holdings LLC, requests **Conditional Use Approval** to construct two mini-warehouse buildings. The property is located at 27103 Canal Road in the General Business (GB) zoning district.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None