



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Regular Council Meeting 02/04/2025
2. Committee of the Whole 02/04/2025

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

Resolutions

1. Resolution defining the proposed corporate limits of the City of Orange Beach, Alabama. (JL)
2. Resolution amending the Employees Pay Plan/Job Listing to accommodate the approved 2025 Budget. (MB)
3. Resolution awarding the bid for the Veterans Memorial. (TR)
4. Resolution awarding the bid for Two Vehicles for Community Development. (RE)
5. Resolution authorizing the purchase of a Track Loader for the Coastal Resources Department through Sourcewell from Parish Tractor Company, LLC, in the amount of \$41,927.53. (PW/TT)
6. Resolution authorizing the purchase of a Compact Tractor with Attachments for the Sportsplex through Sourcewell from Jerry Pate Turf & Irrigation, Inc., in the amount of \$50,670.84. (SS)

7. Resolution authorizing execution of a professional services agreement with Dr. Hayley Healan, LLC, for veterinary services at the Wildlife Center. (PW)
8. Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide design services for renovation of an existing building into Parks and Recreation Offices in an amount not to exceed \$25,800. (GS)
9. Resolution amending the Wedding Rental Agreement for the Coastal Arts Center to allow year-round wedding rentals. (DB)
10. Resolution amending the Rental Agreement and Fee Schedule for the Orange Beach Event Center at The Wharf located at 4671 Wharf Parkway. (AB)

Public Hearings

Ordinances

V. Public Comments

VI. Adjourn

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
FEBRUARY 4, 2025 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 4:58 P.M.
- II. INVOCATION** Councilmember Jeff Boyd
- III. PLEDGE OF ALLEGIANCE** 2nd Grader Rec League Players with Coach Travis Shaw
- IV. ROLL CALL**

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

Absent: None

V. CONSIDERATION OF AGENDA

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

VI. CONSIDERATION OF PREVIOUS MINUTES

Regular Council Meeting 01/07/2025
Committee of the Whole 01/07/2025

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> | |

Councilmember Blalock invited to celebrate Arbor Day by attending the free tree giveaway on February 22, 2025, in front of the Community Development Building. She also reminded the community that Meals on Wheels is available for those in need.

Mayor Kennon recognized the Orange Beach Girls Bowling Team who are competing in the state championship.

VIII. AUDITING OF ACCOUNTS

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

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

IX. PRESENTATIONS

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

Resolutions

1. Resolution appropriating funds to the Pensacola and Perdido Bays Estuary Program in the amount of \$20,000. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution rejecting all bids for Two Vehicles for the Community Development Department. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution awarding the proposal for Pouring and Vending Rights to Coca-Cola Bottling Company United-Central, LLC. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution awarding the bid for Senior Center Renovations to The Green-Simmons Company, Inc., in an amount not to exceed \$357,000 and per unit pricing. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. Resolution awarding the bid for Library Renovations to Klarman & Day General Contractors, LLC, in an amount not to exceed \$535,552. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution authorizing execution of a professional services agreement with Sally Wyrick for water aerobics instruction at the Aquatics Center. **Motion made (Blalock/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
7. Resolution authorizing execution of a professional services agreement with Sharyon Miller for Ageless Grace Brain Fitness instruction at the Senior Center. **Motion made (Blalock/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
8. Resolution authorizing a franchise for Alabama Container Company, LLC, to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

9. Resolution authorizing a franchise for Bishop Enterprises, L.L.C., to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
10. Resolution authorizing a franchise for TBD Construction, LLC, dba Big Red, to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris. **Motion made (Johnson/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
11. Resolution authorizing a franchise for BFI Waste Services, LLC, dba Republic Services of Magnolia Springs, to remove and dispose of commercial solid waste and to remove and transport construction and demolition debris. **Motion made (Boyd/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
12. Resolution authorizing the purchase of Three Vehicles for the Police Department through State Bid from McSweeney Auto Group Clanton, LLC, in the amount of \$143,551.77. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
13. Resolution authorizing the execution of a task order with Thompson Engineering, Inc., for construction inspection and administration services for the TAPAA-TA21(912) Sidewalk Project along Commercial Avenue in an amount not to exceed \$54,542.21. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

Ordinances

1. First Reading – Ordinance amending Chapter 30 of the Code of Ordinances for the City of Orange Beach, Alabama, to add a new Article XII entitled, "Wildlife Friendly Lighting," to establish outdoor lighting standards for the protection of wildlife in the Beach Overlay District. Councilmember Boyd requested that this ordinance move to a second reading to allow for clarification of open-ended wording to prevent future subjective interpretation. No action taken. Ordinance will move forward to a second reading.
2. First Reading – Ordinance amending Chapter 2, Article V, Division 3, Section 2-242 of the Code of Ordinances for the City of Orange Beach to remove residency requirements for the Planning Commission's administrative official seat. **Motion made (Blalock/Mitchell) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).** **Motion made (Blalock/Mitchell) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion passed. (6-0).**

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:14 P.M.

APPROVED this the 11th day of March, 2025.

Renee Eberly

City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
FEBRUARY 4, 2025 – 5:15 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the February 18, 2025, agenda.

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. Resolution authorizing the execution of a consulting agreement with The Andy Andrews Group for an employee training program.
2. Resolution of support for the Baldwin County Multimodal Connectivity Vision Plan..
3. Resolution awarding the bid for an Enduras Wireless Radiography System.
4. Resolution awarding the bid for Two Vehicles for the Coastal Resources Department.
5. Resolution awarding the bid for a Vehicle for the Police Department.
6. Resolution authorizing the execution of a professional services agreement with Moffatt & Nichol, Inc., for natural resources consulting and engineering services.
7. Resolution establishing fees for the Orange Beach Golf Center to add a discounted tournament fee for Orange Beach Schools.
8. Ordinance establishing the annual salary of the Mayor, Chairman Pro-Tem and Councilmembers to be paid bi-weekly.
9. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 1204-PUD-21, Cactus Cantina PUD Reversion on February 18, 2025.
10. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0105-ZT-25, Section 10.0306, Beach Overlay District Pedestrian-Oriented Area Sidewalks on February 18, 2025.
11. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0104-PUD-25, Coastal Cottages PUD on February 18, 2025.

Public Comments:

1. Mayor Kennon shared a request from the District Attorney, Judge Wilters, for additional funding. He discussed increasing municipal contributions with the City Council.
2. Cindy Ross, City social media consultant, shared a Facebook comment made by Brent Williams requesting an ordinance to require turtle friendly red lighting on the beach and to prohibit regular

flashlights. Mayor and Council discussed the difficulties of enforcement, but considered moving forward with increased educational materials to promote the use of turtle friendly flashlights.

There being no further business, the meeting adjourned.

Time: 5:31 P.M.

APPROVED this 11th day of March, 2025.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 18, 2025**

Departments: City Clerk

Description of Topic: Resolution defining the proposed corporate limits of the City of Orange Beach, Alabama. (JL)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 03-11-25 25-xxx Define Proposed Corporate Limits Deannexation
2. 03-11-25 25-xxx Define Proposed Corporate Limits Deannexation - Exhibit A
3. 03-11-25 25-xxx Define Proposed Corporate Limits Deannexation - Exhibit B

RESOLUTION NO. 25-xxx

**A RESOLUTION DEFINING THE PROPOSED CORPORATE LIMITS
OF THE CITY OF ORANGE BEACH, ALABAMA**

FINDINGS:

1. The Corporate Limits of the City of Orange Beach, Alabama currently include 15.93 sq. miles, with the majority of the developed areas lying on the island south of the Intracoastal Waterway. Roughly 3.9 sq. miles of corporate limits lie north of the Intracoastal Waterway. The majority of the northern property is not yet developed and lies in Zoning Districts which allow for high-density residential developments.
2. It has been determined by various City departments including Fire, Police, Sewer, Community Development, and Coastal Resources that as the City's population currently stands, extensive burden is put on these departments to provide services to areas north of the Intracoastal Waterway. The City's current infrastructure and staffing could not withstand the additional demand of further residential development north of the Intracoastal Waterway.
3. The City Council is of the opinion the public good and public health of the City of Orange Beach requires that the corporate limits of the City be reduced to minimize the need for provision of services off island/north of the Intracoastal Waterway.
4. The current corporate limits of the City of Orange Beach are depicted on the map attached hereto as Exhibit A. The City wishes to reestablish the boundaries of the corporate limits of the City of Orange Beach as described in the attached Exhibit B shown in broken orange outline.
5. The City Council has determined that the corporate limits of the City of Orange Beach, Alabama, should be reduced in order to better serve the public good of the residents and visitors of the City.

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

1. That the City Council, having determined that the public health and public good of the City of Orange Beach, Alabama, requires that the corporate limits thereof be reduced and reestablished, that the Mayor and City Clerk are hereby authorized to execute and attest or certify, respectively, any and all documents required for submission to the Baldwin County Judge of Probate necessary to request the modification of the corporate limits of the City of Orange Beach, Alabama, pursuant to Ala. Code § 11-42-200 et al. and the findings of this resolution;
2. That the proposed corporate limits of the City of Orange Beach, Alabama shall be defined as depicted by broken orange boundary line in the attached map (Exhibit B) and more specifically as described below:

All that property currently located within the corporate limits of the City of Orange Beach, and as depicted in boundaries shown on Exhibit A less and except the following described parcels:

- 1) PIN: 25284
PARCEL: 62-06-23-0-000-002.000
LEGAL DESCRIPTION: 516 AC(C) FM NE COR OF SEC 23 RUN S20 W25 TO POB RUN TH S461 5', TH W650 S215 W380 S201.8 NW ALG RD 950 S365 TO JOSEPHINE BAYOU TH NW WITH MEANDERS OF BAYOU 930 TH NE 410 TH NW ALG R D ROW 460 TH W330 TO JOSEPHINE BAYOU TH N'LY ALG BAYOU 250 T H W'LY 251 SW110 TO W LINE OF RD TH S'LY & NW'LY WITH RD 105 0 TH SW300 SE35 SW320 TO W LINE OF RD TH SE'LY ALG RD TO S L INE OF SEC 23 TH W2160 N3965 E1370 N725 E540 S305 E1100 N305 TO S LN OF RD TH E'LY & N'LY ALG RD 900 TH E2010 TO POB LESS RD R/W SEC 23-T8S-R5E

- 2) PIN: 67246
PARCEL: 62-07-26-0-000-058.000
LEGAL DESCRIPTION: 150 AC(C) NW1/4 OF NW1/4, S1/2 OF NW1/4 & PT OF NE1/4 OF NW1/4 SEC 26, AT THE NW COR OF NE1/4 OF NW1/4 TH E TO S ROW OF 60' ROAD TH GO WITH ROW IN A SE'LY DIRECTION TO NW R/W HWY 59 TH NW 1320'(S) TO POB SEC 26-T8S-R3E
- 3) PIN: 25272
PARCEL: 62-05-22-0-000-010.000
LEGAL DESCRIPTION: 40 AC(D) SE1/4 OF SE1/4 SEC 22-T8S-R5E (WD)
- 4) PIN: 25270
PARCEL: 62-08-27-0-000-001.000
LEGAL DESCRIPTION: 138 AC FRL SW1/4 OF NE1/4; FRL SE1/4; FRL SE1/4 OF NW1/4 LYING IN GRAHAM BAYOU SEC 27-T8S-R5E
- 5) PIN: 25268
PARCEL: 62-07-26-0-000-058.001
LEGAL DESCRIPTION: 79 AC(C) W1/2 OF SW1/4 LESS STONE QUARRY BAYOU SEC 26-T8S-R5E
- 6) PIN: 75562
PARCEL: 62-07-26-0-000-058.002
LEGAL DESCRIPTION: 23 AC(C) SE 1/4, SW 1/4 LYING SOUTH OF STONE QUARRY BAYOU OF SEC 26 SEC 26-T8S-R5E LYING IN THE CITY OF ORANGE BEACH RP 59 P140 (CORR WD) IN# 1645774
- 7) PIN: 58673
PARCEL: 62-07-35-0-000-001.000
LEGAL DESCRIPTION: 101 AC(C) SEC 35-T8S-R5E LYING IN THE CITY OF ORANGE BEACH R P215 PG98 (CORR DEED) IN# 1645774
- 8) PIN: 25271
PARCEL: 62-08-34-0-000-001.000
LEGAL DESCRIPTION: 19 AC FRL NE1/4 OF NE1/4 OF BAY LA LAUNCH SEC 34-T8S-R5E (WD)
- 9) PIN: 71789
PARCEL: 62-08-27-0-000-001.001
LEGAL DESCRIPTION: 407 AC N1/2 OF NE1/4, SE1/4 OF NE1/4, FRACTIONAL W1/2 FRAC E1/2 LYING W OF INGRAHAM BAYOU SEC 27-8-5
- 10) PIN: 41549
PARCEL: 62-08-34-0-000-001.001
LEGAL DESCRIPTION: 9.7 AC NE1/4 OF NW1/4 SEC 34-8-5
- 11) PIN: 25279
PARCEL: 62-08-28-0-000-001.000
LEGAL DESCRIPTION: 80 AC N1/2 OF NE1/4 SEC 28-T8S-R5E
- 12) PIN: 25285
PARCEL: 62-08-33-0-000-001.000
LEGAL DESCRIPTION: 181 AC(C) ALL OF SEC 33 LYING N OF BAY LALAUNCH SEC 33-T8S-R 5E (WD)
- 13) PIN: 231532
PARCEL: 61-08-27-0-000-001.002

LEGAL DESCRIPTION: 50 AC(C) BEG AT NE COR OF SEC 27 RUN S 2285'(S), TH W 634', TH NW ALG CURVE 70.9', TH NW 637.6', TH CONT NW 770', TH NW 743.7', TH NW 179.4', TH E 1370'(S) TO POB SEC 27-T8S-R4E (S P WD) IN#1672876

- 14) PIN: 34253
PARCEL: 61-07-26-0-000-006.000
LEGAL DESCRIPTION: 38 AC CALC SEC 26 T8S R4E SW1/4 NW1/4 LESS ROAD R/W (WD)
- 15) PIN: 35779
PARCEL: 61-07-35-0-000-008.000
LEGAL DESCRIPTION: 29 AC(C) SW1/4 OF NE1/4 LESS N1/2 OF NW1/4 OF SW1/4 OF NE1/4 ALSO LESS 40' RD R/W ON W AND LESS 150' RUNNING N&S FOR FOLEY BEACH EXPRESS WAY SEC 35-T8S-R4E (WD)
- 16) PIN: 119546
PARCEL: 61-07-35-0-000-010.028
LEGAL DESCRIPTION: 19 AC COM AT THE NW COR OF THE NW1/4 OF THE SE1/4 OF SEC 35 RUN TH E 30' FOR THE POB TH CONT E 660', TH S 1320', TH W 66 0', TH N 1320' TO THE POB LESS 60' ACCESS RD RUNNING E&W TO FOLEY BEACH EXPRESS LYING IN THE CITY OF ORANGE BEACH SEC 35 -T8S-R4E (ST WD) RP562 PG33 RP569 PG104 IN#980295 IN# 161035 2 CASE 21499 CASE 34056 (DISTRIBUTION DEED)
- 17) PIN: 315883
PARCEL: 61-07-35-0-000-010.046
LEGAL DESCRIPTION: 8 AC(C) COM AT THE SE COR OF SEC 35 RUN TH W 542.9', TH NW 5 5.6', TH W 352.8', TH W 1568.9', TH N 1257.2', TH E 660.1', TH N 399.9' FOR THE POB TH N 920.1', TH E 374.2', TH S 629.6 ', TH SE 291.1', TH S 290.9', TH W 367.9' TO THE POB IN THE CITY OF ORANGE BEACH SEC 35-T8S-R4E (QCD)
- 18) PIN: 232649
PARCEL: 61-07-35-0-000-010.036
LEGAL DESCRIPTION: 42 AC(C) COM AT THE SE COR OF SEC 35 RUN TH W 542.9', TH NW 53.3' FOR THE POB TH RUN W 1921.8', TH N 1048.5', TH E 208'7 ', TH N 208.7', TH E 451.4', TH N 339.9', TH E 375.2', TH SE 244.4', TH SW 100'(S), TH SE ALG A CURVE 1038.1', TH SE 202 .3', TH NE 80'(S), TH SE 407.3' TO THE POB LESS RD R/W IN TH E CITY OF ORANGE BEACH SEC 35-T8S-R4E (CORR DEED) IN1280231 IN#1171201 IN# 1394047 (QCD)
- 19) PIN: 8005
PARCEL: 66-01-02-1-001-003.000
LEGAL DESCRIPTION: 22 AC(C)C BEG AT A PT IN THE NE COR OF THE NW1/4 SEC 2-T9S-R 4E TH S 800'(S) TO A PT IN THE N EDGE OF CARSON ST TH SW 660 ALONG N EDGE OF SAID ST TO PT IN E LINE OF BLOCK A OF HIGDON HEIGHTS TH NW 631'(S) ALONG THE E LINE OF BLK A, TH SW 200 '(S), TH NW 90'(S), TH NE 200'(S), TH NW 357'(S), TH W 957'(S) TO THE POB ALSO ALL OF BLK A OF HIGDON HEIGHTS BLK A LESS AND EXCEPT LOT 5 IN THE CITY OF ORANGE BEACH SEC 2-T9S-R4E IN# 1394047 (DEED)
- 20) PIN: 316415
PARCEL: 66-01-02-1-001-003.002
LEGAL DESCRIPTION: 90' X 200' LOT 5 BLK A HIGDON HEIGHTS SUB IN THE CITY OF ORANGE BEACH SEC 2-T9S-R4E (DEED)
- 21) PIN: 63299

PARCEL: 66-01-02-1-001-007.000

LEGAL DESCRIPTION: 12 AC(C) BEG AT A PT OF INTERSECTION OF N EDGE IF BARCHARDST & W LINE OF E1/2 OF SEC 2 TH FROM THE SE 500' ALONG THE N E DG E OF BARACHARD ST TO INT OF THE E EDGE OF BLK F, TH W 600 ' ALONG E EDGE OF BLK F TO PT IN S EDGE OF CARSON ST, TH NE 665' ALONG THE S EDGE OF SAID ST, TH S 640' TO THE POB IN TH E CITY OF ORANGE BEACH SEC 2-T9S-R4E ALSO ALL OF BLK F OF HI GDON HEIGHTS SUBD (DEED)

22) PIN: 63300

PARCEL: 66-01-02-1-001-008.000

LEGAL DESCRIPTION: 443' X 429' LOTS 1,2,3,4, AND 12 BLK G HIGDON HEIGHTS IN THE CITY OF ORANGE BEACH SEC 2-T9S-R4E (DEED)

23) PIN: 22175

PARCEL: 66-01-02-1-001-009.000

LEGAL DESCRIPTION: 90'X200.5' IRR HIGDON HEIGHTS SUB BLK G LOT 11

24) PIN: 22176

PARCEL: 66-01-02-1-001-010.000

LEGAL DESCRIPTION: 80' X 200' IRR LOT 10 BLK G HIGDON HEIGHTS SEC 2-T9S-R4E (WD)

25) PIN: 22174

PARCEL: 66-01-02-1-001-011.000

LEGAL DESCRIPTION: 100'X200' HIGDONS HEIGHTS S/D BLK G LOT 9

26) PIN: 4865

PARCEL: 66-01-02-1-001-012.000

LEGAL DESCRIPTION: 400' X 200' LOTS 5-6-7-8 BLK G HIGDON HEIGHTS MB1 PG162 SEC 2-T9S-R4E (WD)

27) PIN: 274971

PARCEL: 66-01-02-2-001-003.001

LEGAL DESCRIPTION: 5.7 AC(C) LOTS 1-5 BLK J HIGDON HEIGHTS BEING THAT PART OF P AR 3 LYING INSIDE ORANGE BEACH CORP LIMITS SEC 2-T9S-R4E IN# 1394047 (DEED)

28) PIN: 226497

PARCEL: 66-01-02-2-001-001.000

LEGAL DESCRIPTION: 250'(S) X 955'(S) IRR PT OF LOT 2, ALL OF LOTS 3 & 4 AND PT OF LOTS 5-11 BLK B HIGDON HEIGHTS DESC AS FR THE NW COR OF SD LOT 4 RUN TH E 250'(S), TH S 920'(S), TH NW 955'(S) TO TH E POB IN THE CITY OF ORANGE BEACH SEC 2-T9S-R4E (DEED)

29) PIN: 63303

PARCEL: 66-01-02-1-001-004.000

LEGAL DESCRIPTION: 8.4 AC(C) LOT 1, PT OF LOTS 2, LOTS 5-11 & ALL OF LOTS 11-26 BLK B HIGDON HEIGHTS DESC AS FR THE NE COR OF SD LOT 1 RUN TH SE 1180'(S), TH SW 400', TH NW 360'(S), TH N 920'(S), TH E 160'(S) TO THE POB IN THE CITY OF ORANGE BEACH SEC 2-T9S-R 4E (DEED)

30) PIN: 274972

PARCEL: 66-01-02-2-001-002.001

LEGAL DESCRIPTION: 5.4 AC(C) LOTS 1-11 AND 15-17 BLK C HIGDON HEIGHTS BEING THA T PART OF PAR 2 LYING INSIDE ORANGE BEACH CORP LIMITS SEC 2- T9S-R4E (DEED)

- 31) PIN: 316433
PARCEL: 66-01-02-1-001-006.001
LEGAL DESCRIPTION: 100' X 200' LOT 12 BLK E HIGDON HEIGHTS IN THE CITY OF ORANGE BEACH SEC 2-T9S-R4E (DEED)
- 32) PIN: 63302
PARCEL: 66-01-02-1-001-006.000
LEGAL DESCRIPTION: 5.1 AC(C) LOTS 1 THRU 11 BLK E HIGDON HEIGHTS IN THE CITY OF ORANGE BEACH SEC 2-T9S-R4E (DEED)
- 33) PIN: 63306
PARCEL: 66-01-02-1-001-005.000
LEGAL DESCRIPTION: 600' X 230' LOTS 1-6 BLK D HIGDON HEIGHTS IN THE CITY OF ORANGE BEACH SEC 2-T9S-R4E (DEED)
- 34) PIN: 63307
PARCEL: 66-01-02-1-001-014.000
LEGAL DESCRIPTION: 225' X 400' LOTS 1,2,3,4, AND TH E1/2 OF 5 AND ALL OF LOT 6 BLK I HIGDON HEIGHTS IN THE CITY OF ORANGE BEACH SEC 2-T9S-R4E (DEED)
- 35) PIN: 63301
PARCEL: 66-01-02-1-001-013.000
LEGAL DESCRIPTION: 200' X 400' LOTS 1, 2, 3 AND 4 BLK H HIGDON HEIGHTS IN THE CITY OF ORANGE BEACH SEC 2-T9S-R4E (DEED)
- 36) PIN: 316427
PARCEL: 66-01-02-1-001-013.001
LEGAL DESCRIPTION: 200' X 400' LOTS 5, 6, 7 AND 8 BLK H HIGDON HEIGHTS IN THE CITY OF ORANGE BEACH SEC 2-T9S-R4E (DEED)
- 37) PIN: 65802
PARCEL: 61-07-35-0-000-009.000
LEGAL DESCRIPTION: 45 AC(C) SE1/4 OF NE1/4 SEC 35 & THE FOLLOWING BEG SE COR NE 1/4 NE1/4 TH RUN NW 660' TO PT, TH RUN W 330', TH RUN SE 600', TH E 340'(S) TO POB SEC 35-T8S-R4E

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

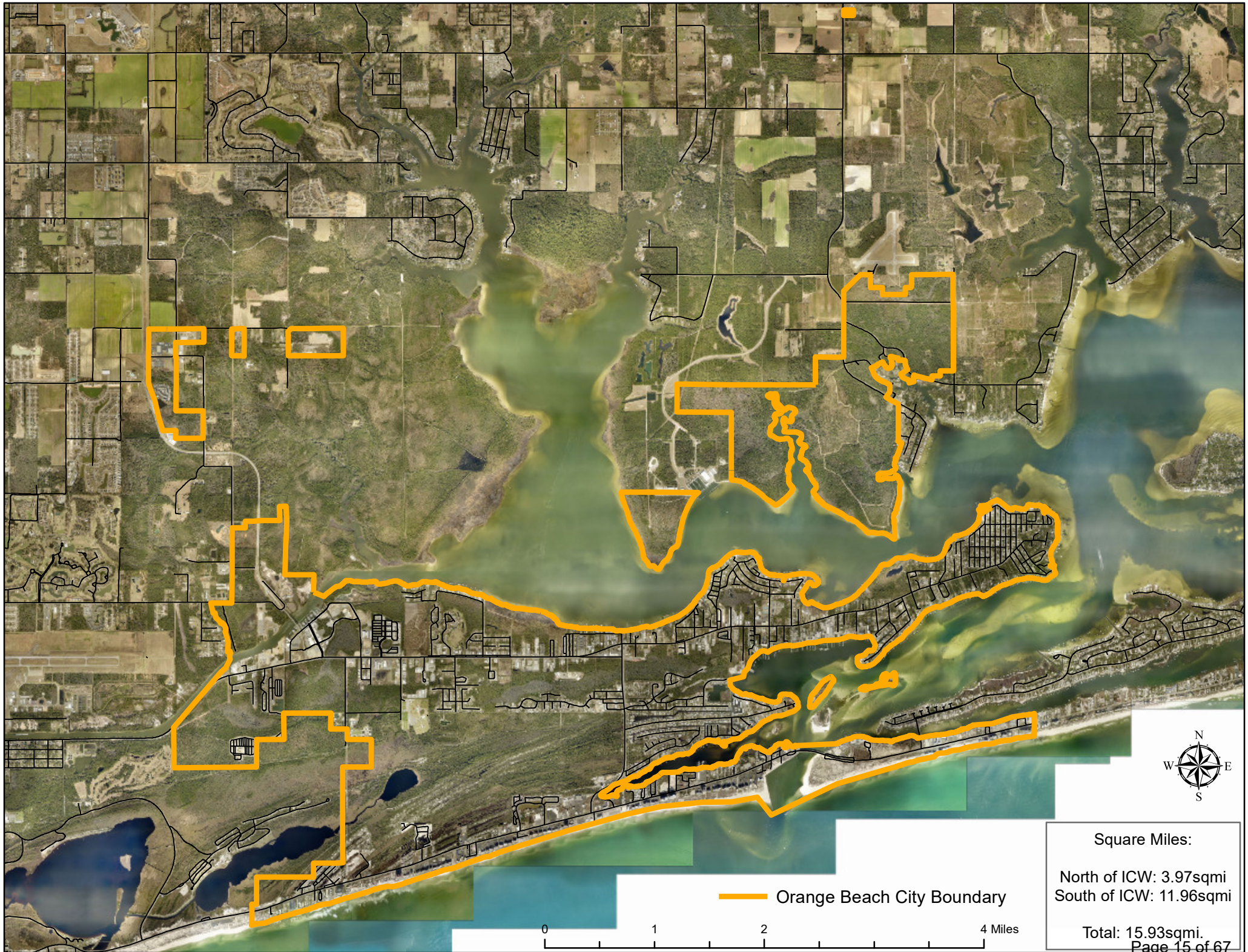
ADOPTED THIS 11th DAY OF MARCH, 2025.

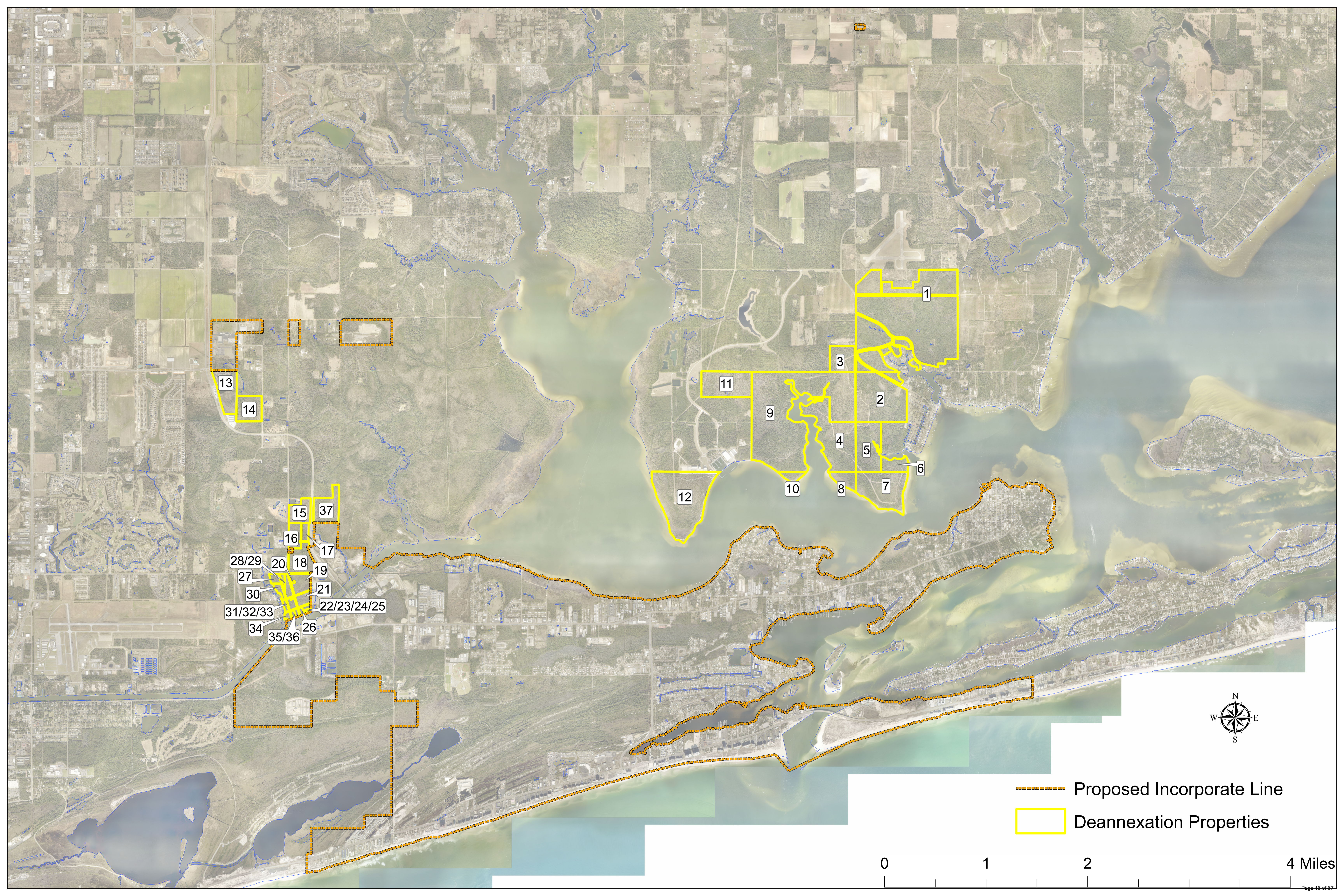
Renee Eberly
City Clerk

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. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 11, 2025.

City Clerk





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Proposed Incorporate Line
Deannexation Properties

0 1 2 4 Miles



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 18, 2025**

Departments: City Clerk

Description of Topic: Resolution amending the Employees Pay Plan/Job Listing to accommodate the approved 2025 Budget. (MB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 03-11-25 25-xxx Amd Pay Plan Job Listing 2025 Budget
2. 2025.02.18 Pay Plan Job Listing

RESOLUTION NO. 25-xxx

**A RESOLUTION AMENDING THE
EMPLOYEES PAY PLAN/JOB LISTING
TO ACCOMMODATE THE APPROVED 2025 BUDGET**

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

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

ADOPTED THIS 11th DAY OF MARCH, 2025.

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. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 11, 2025.

City Clerk

City of Orange Beach Pay Plan

Revised January 1, 2025

Job Title	FLSA	Grade	Hours	Min	FY25 Max	Range Min	FY25 Range Max
Music Instructor I	Nonexempt	4	80	15.00	22.89	31,200.00	47,608.70
Intern	Nonexempt	4	80	15.00	22.89	31,200.00	47,608.70
Concession Stand Operator	Nonexempt	4	80	15.00	22.89	31,200.00	47,608.70
Recreation Attendant	Nonexempt	4	80	15.00	22.89	31,200.00	47,608.70
Apprentice	Nonexempt	4	80	15.00	22.89	31,200.00	47,608.70
Technician	Nonexempt	4	80	15.00	22.89	31,200.00	47,608.70
Equipment Operator I	Nonexempt	4	80	15.00	22.89	31,200.00	47,608.70
Custodian	Nonexempt	4	80	15.00	22.89	31,200.00	47,608.70
Laborer I	Nonexempt	4	80	15.00	22.89	31,200.00	47,608.70
Specialist I	Nonexempt	4	80	15.00	22.89	31,200.00	47,608.70
Recreation Leader I	Nonexempt	4	80	15.00	22.89	31,200.00	47,608.70
Admin Assistant I	Nonexempt	4	80	15.00	22.89	31,200.00	47,608.70
Account Clerk I	Nonexempt	4	80	15.00	22.89	31,200.00	47,608.70
Lifeguard I	Nonexempt	4	80	15.00	22.89	31,200.00	47,608.70
Account Clerk II	Nonexempt	5	80	17.00	24.97	35,360.00	51,936.77
Lifeguard II	Nonexempt	5	80	17.00	24.97	35,360.00	51,936.77
Specialist II	Nonexempt	5	80	17.00	24.97	35,360.00	51,936.77
Recreation Leader II	Nonexempt	5	80	17.00	24.97	35,360.00	51,936.77
Music Instructor II	Nonexempt	5	80	17.00	24.97	35,360.00	51,936.77
Laborer II	Nonexempt	6	80	17.50	25.49	36,400.00	53,018.78
Equipment Operator II	Nonexempt	6	80	17.50	25.49	36,400.00	53,018.78
Dispatcher	Nonexempt	7	80	18.25	26.27	37,960.00	54,641.81
Jailer	Nonexempt	7	80	18.25	26.27	37,960.00	54,641.81
Admin Assistant II	Nonexempt	7	80	18.25	26.27	37,960.00	54,641.81
Grant Specialist	Exempt		80	18.25	26.27	37,960.00	54,641.81
Resident Artist	Exempt		80	18.25	26.27	37,960.00	54,641.81
Executive Assistant	Exempt		80	20.00	29.13	41,600.00	60,592.90
Buyer	Nonexempt	8	80	20.00	29.13	41,600.00	60,592.90
Magistrate I	Nonexempt	8	80	20.00	29.13	41,600.00	60,592.90
Technician I	Nonexempt	8	80	20.00	29.13	41,600.00	60,592.90
Foreman I	Nonexempt	8	80	20.00	29.13	41,600.00	60,592.90
Mechanic I	Nonexempt	8	80	20.00	29.13	41,600.00	60,592.90
Animal Control	Nonexempt	8	80	20.00	29.13	41,600.00	60,592.90
Art Assistant	Nonexempt	8	80	20.00	29.13	41,600.00	60,592.90
Athletic Assistant	Nonexempt	8	80	20.00	29.13	41,600.00	60,592.90
Music Instructor III	Nonexempt	8	80	20.00	29.13	41,600.00	60,592.90
Code Enforcement Officer	Exempt		80	21.25	30.69	44,200.00	63,838.94
HR Generalist	Exempt		80	21.25	30.69	44,200.00	63,838.94
Office Manager	Exempt		80	21.25	30.69	44,200.00	63,838.94
Firefighter EMT	Nonexempt	9	104	18.00	26.09	48,672.00	70,545.24
Jail Assistant Supervisor	Nonexempt	10	80	22.50	32.57	46,800.00	67,755.85
Code Inspector	Nonexempt	10	80	22.50	32.57	46,800.00	67,755.85
Mechanic II	Nonexempt	10	80	22.50	32.57	46,800.00	67,755.85
Magistrate II	Nonexempt	10	80	22.50	32.57	46,800.00	67,755.85

City of Orange Beach Pay Plan							
Revised January 1, 2025							
Job Title	FLSA	Grade	Hours	Min	FY25 Max	Range Min	FY25 Range Max
Coordinator	Exempt		80	22.50	32.57	46,800.00	67,755.85
Accountant	Exempt		80	22.50	32.57	46,800.00	67,755.85
Paralegal	Exempt		80	22.50	32.57	46,800.00	67,755.85
Firefighter Medic	Nonexempt	11	104	21.50	31.16	58,136.00	84,258.12
Chief Dispatcher	Nonexempt	12	80	24.00	36.41	49,920.00	75,741.12
Police Officer	Nonexempt	13	84	24.00	34.51	52,416.00	75,369.70
Technician II	Nonexempt	14	80	24.25	37.97	50,440.00	78,987.17
Foreman II	Nonexempt	14	80	24.25	37.97	50,440.00	78,987.17
Specialized Athletic Coach	Exempt		80	25.00	36.41	52,000.00	75,741.12
Engineer/ Firefighter	Nonexempt	15	104	22.08	33.33	59,704.00	90,134.34
Jail Supervisor	Nonexempt	16	84	24.25	34.59	52,962.00	75,551.77
Police Officer Investigator	Nonexempt	17	84	26.00	37.45	56,784.00	81,800.41
Building Inspector	Nonexempt	18	80	26.50	37.97	55,120.00	78,987.17
Permit Tech	Exempt		80	26.50	37.97	55,120.00	78,987.17
GIS Specialist	Exempt		80	26.50	37.97	55,120.00	78,987.17
Grant Manager	Exempt		80	26.50	37.97	55,120.00	78,987.17
Environmental Specialist	Exempt		80	28.25	40.84	58,760.00	84,938.26
Chief Building Inspector	Exempt		80	28.25	40.84	58,760.00	84,938.26
Fire Lieutenant	Nonexempt	19	104	23.18	35.00	62,689.00	94,644.78
Beach Safety Supervisor	Nonexempt	20	80	31.40	45.50	65,302.00	94,644.78
Fire Inspector	Nonexempt	20	80	31.40	45.50	65,302.00	94,644.78
Superintendent	Exempt		80	29.00	45.78	60,320.00	95,217.41
Programs Director	Exempt		80	30.00	42.92	62,400.00	89,266.32
Facility Director	Exempt		80	30.00	42.92	62,400.00	89,266.32
City Planner	Exempt		80	30.25	42.92	62,920.00	89,266.32
Plans Examiner	Exempt		80	30.25	42.92	62,920.00	89,266.32
Accountant II	Exempt		80	31.00	45.78	64,480.00	95,217.41
Community Relations Officer	Exempt		80	30.45	43.42	63,336.00	90,321.29
Police Corporal	Nonexempt	21	84	29.00	41.36	63,336.00	90,321.29
Fire Deputy Marshal	Nonexempt	22	80	32.96	47.78	68,567.00	99,377.58
Fire Training Officer	Nonexempt	22	80	32.96	47.78	68,567.00	99,377.58
Fire Logistics	Nonexempt	22	80	32.96	47.78	68,567.00	99,377.58
Fire Captain	Nonexempt	23	104	24.47	36.75	66,167.00	99,377.58
Police Sergeant	Nonexempt	24	84	31.00	44.74	67,704.00	97,706.04
Academic Instructor	Nonexempt	25	30	30.00	37.45	23,400.00	29,214.43
Art Instructor	Nonexempt	25	30	30.00	37.45	23,400.00	29,214.43
Athletic Instructor	Nonexempt	25	30	30.00	37.45	23,400.00	29,214.43
Legal Administrator	Exempt		80	32.50	46.30	67,600.00	96,299.42
Revenue Official	Exempt		80	32.50	46.30	67,600.00	96,299.42
Court Director	Exempt		80	32.50	46.30	67,600.00	96,299.42
Coastal Resource Operations Manager	Exempt		80	35.00	50.20	72,800.00	104,414.54

City of Orange Beach Pay Plan

Revised January 1, 2025

Job Title	FLSA	Grade	Hours	Min	FY25 Max	Range Min	FY25 Range Max
Coastal Resource Regulatory Manager	Exempt		80	35.00	50.20	72,800.00	104,414.54
Benefits Director	Exempt		80	35.00	50.20	72,800.00	104,414.54
Special Projects Coordinator	Exempt		80	35.00	50.20	72,800.00	104,414.54
Construction Manager	Exempt		80	35.00	50.20	72,800.00	104,414.54
Beach Safety Chief	Nonexempt	26	80	35.00	50.73	72,800.00	105,510.84
Fire Marshal	Nonexempt	26	80	35.00	50.73	72,800.00	105,510.84
Police IT Administrator	Exempt		80	36.00	50.98	74,880.00	106,037.57
Police Lieutenant	Nonexempt	27	84	34.00	48.90	74,256.00	106,794.98
Fire Battalion Chief	Nonexempt	28	104	26.98	39.90	72,946.00	107,880.30
Assistant Public Works Director	Exempt		80	40.00	56.18	83,200.00	116,857.73
Assistant Finance Director	Exempt		80	40.00	56.18	83,200.00	116,857.73
Building and Fire Plans Examiner	Exempt		80	40.00	56.18	83,200.00	116,857.73
Deputy Coastal Resource Director	Exempt		80	40.00	56.18	83,200.00	116,857.73
Deputy Fire Chief	Exempt		80	47.00	68.67	97,760.00	142,826.11
Asst Police Chief	Exempt		80	47.00	68.67	97,760.00	142,826.11
City Clerk/Procurement/Admin Director	Exempt		80	47.00	68.67	97,760.00	142,826.11
Community Development Director/Building Official	Exempt		80	47.00	68.67	97,760.00	142,826.11
Human Resources Director	Exempt		80	47.00	68.67	97,760.00	142,826.11
Public Works Director	Exempt		80	47.00	68.67	97,760.00	142,826.11
Parks & Rec Director	Exempt		80	47.00	68.67	97,760.00	142,826.11
Finance Director	Exempt		80	47.00	68.67	97,760.00	142,826.11
Utilities Director	Exempt		80	47.00	68.67	97,760.00	142,826.11
Coastal Resource Director	Exempt		80	47.00	68.67	97,760.00	142,826.11
Fire Chief	Exempt		80	50.00	72.83	104,000.00	151,482.24
Police Chief	Exempt		80	55.00	78.03	114,400.00	162,302.40
City Engineer	Exempt		80	55.00	88.27	114,400.00	183,600.00
City Administrator/Finance Director	Exempt		80	68.00	97.54	141,440.00	202,878.00
City Attorney	Exempt		80	76.92	110.04	160,000.00	228,888.00



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 18, 2025**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for the Veterans Memorial. (TR)

Background/Description: Bid opening scheduled for February 27, 2025.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 18, 2025**

Departments: City Clerk

Description of Topic: Resolution awarding the bid for Two Vehicles for Community Development. (RE)

Background/Description: Bid opening scheduled for February 27, 2025.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 18, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Track Loader for the Coastal Resources Department through Sourcewell from Parish Tractor Company, LLC, in the amount of \$41,927.53. (PW/TT)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 03-11-25 25-xxx Authorize Purchase Track Loader Coastal Resources Sourcewell
2. 2025.01.20 Quote - Coastal Resources - Parish Tractor Kubota Track Loader

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
TRACK LOADER FOR THE COASTAL RESOURCES DEPARTMENT
THROUGH SOURCEWELL FROM PARISH TRACTOR COMPANY, LLC
IN THE AMOUNT OF \$41,927.53**

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 Track Loader for the Coastal Resources Department through Sourcewell, approved by the State of Alabama and the Public Examiners Office, in the amount of \$41,927.53;
2. That the Mayor is hereby authorized to approve payment to Parish Tractor Company, LLC, in the amount of \$41,927.53 for One (1) New Kubota SVL75-3HFWC Track Loader;
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 11th DAY OF MARCH, 2025.

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. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 11, 2025.

City Clerk

-- Standard Features --

-- Custom Options --



S Series

SVL75-3HFWC

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Vertical Lift Path Loader Frame
Standard Front Quick Coupler,
Float Standard
Hydraulic Quick Coupler Option
Selector Loader Arm Self-
Leveling
Loader Boom Lock
Open ROPS & Air Conditioned
ROPS/FOPS Cab Models
High Back, Adjustable, Vinyl,
Suspension Seat
2" Retractable Seat Belt and 2-
Piece Seat Bar
12V Electric Outlet
19.2 gpm Auxiliary Hydraulics
standard, 29.8 gpm Option
Direct To Tank Return Line
Rigid Mounted Undercarriage, 4
Lower Track Rollers
Rubber Tracks, 12.6" Standard,
15" Optional
Two Speed Travel System
Automatic Wet Disk Parking
Brake
Kubota 4 Hydraulic Pump Load
Sensing System
2 Gear, 2 Variable
Displacement Pumps
Hydraulic Joystick Controls,
Optional Multi-Functional Grips
ISO Operating Pattern
Hand And Foot Throttle
Controls
Electronic Travel Torque
Management
Automatic Glow Plugs
7" Multifunction Touch Screen
Integrated Rear Camera
Keyless Start
Self Bleed Fuel System
2 Front and 2 Rear Working
Lights
Hour Meter, Engine
Temperature and Fuel
Gauges and Warning Lights
Horn and Backup Alarm
Lockable Fuel Cap
Bolt On Grab Handles to enter
machine
KubotaNOW Telematics

BASIC UNITS

SVL75-3, 15.8" Rubber Tracks,
Open ROPS/FOPS Cab
Hydraulic Quick Coupler
High Flow Hydraulics & MF Grips
14-Pin Coupler

ENGINE
V3307 Kubota CR-TE4, Tier 4
Diesel Engine
4 Cylinder, 4 Cycle, Turbo Charged
74.3 Gross HP @ 2400 rpm

DIMENSIONS

Cab Height 81.8"
Width (without attachment) 65.9"
Width with wide track option
(without attachment) 69.1"
Length (without attachment) 112.0"
Length of Track on Ground 56.5"

OPERATIONAL

DIMENSIONS
Operating Weight*, SVL75H, 12.6"
Rubber Tracks, Open
ROPS/FOPS Cab, Mechanical
Quick Coupler 9,190 lbs.
Rated Operating Capacity (@ 35%
of Tipping Load) 2,490 lbs.
Rated Operating Capacity (ROC)
@ 35% of Tipping Load complies
with ISO 14397-1 and SAE J 818
for crawler loaders
Rated Operating Capacity (ROC)
@ 50% of Tipping Load 3,557 lbs.
Tipping Load 7,112 lbs.
Auxiliary Hydraulics Flow 192/
29.8 gpm
Travel Speed (Low / High)
5.6 / 8.6 mph
Reach @ Maximum Height 39.6"
Height to Hinge Pin 122.7"
Ground Pressure (Standard Track)
5.8 psi
Ground Pressure (Wide Track) 4.7
psi
Traction Force 9,678 lbf.

* Includes operator's weight, 175
lbs.

SVL75-3HFWC Base Price: \$82,524.00

(1) 74" Heavy Duty, Low Profile, Long Floor, Cutting
Edge, Side Cutter, 19.2 cu-ft heaped capacity
AP-HD74LLC-74" Heavy Duty, Low Profile, Long Floor, Cutting
Edge, Side Cutter, 19.2 cu-ft heaped capacity

Configured Price: **\$85,128.00**

Sourcewell Discount: **(\$20,430.72)**

SUBTOTAL: **\$64,697.28**

2Yr SVL75-3HFWC Extended Warranty **\$2,200.00**

Dealer Assembly: **\$0.00**

Freight Cost: **\$831.25**

PDI: **\$400.00**

TRADE 2019 BOBCAT S650 WHEELED SKID
LOADER **(\$27,500.00)**

PERRY COMPANY GD7030103 3/8" LEXAN
DOOR SHIELD WITH MOUNTING HARDWARE **\$1,299.00**

Total Unit Price: **\$41,927.53**

Quantity Ordered: **1**

Final Sales Price: **\$41,927.53**

Purchase Order Must Reflect Final Sales Price.

**To order, place your Purchase Order directly with the quoting
dealer**

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 18, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing the purchase of a Compact Tractor with Attachments for the Sportsplex through Sourcewell from Jerry Pate Turf & Irrigation, Inc., in the amount of \$50,670.84. (SS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 03-11-25 25-xxx Authorize Purchase Compact Tractor Parks Sportsplex Sourcewell
2. 2025.02.04 Quote - Parks Sportsplex - Jerry Pate Tractor

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
COMPACT TRACTOR WITH ATTACHMENTS
FOR THE SPORTSPLEX THROUGH SOURCEWELL FROM
JERRY PATE TURF & IRRIGATION, INC.
IN THE AMOUNT OF \$50,670.84**

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 Compact Tractor with Attachments for the Sportsplex through Sourcewell, approved by the State of Alabama and the Public Examiners Office, in the total amount of \$50,670.84;
2. That the Mayor is hereby authorized to approve payment to Jerry Pate Turf & Irrigation, Inc., in the amount of \$50,670.84 for One (1) New Ventrac 4520N Kubota EFI Compact Tractor with Ventrac DR540 Ball Park Groomer Rear and Ventrac ED202 Edger Attachments, per the quote dated January 17, 2025;
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 11th DAY OF MARCH, 2025.

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. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 11, 2025.

City Clerk

Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation
 301 Schubert Drive
 Pensacola, FL 32504
 800-700-7001
 850-484-8596 (fax)
 www.jerrypate.com

DATE: January 17, 2025
 EXPIRATION DATE: Valid 30 Days

Proposed Order

Exclusively For: Orange Beach Sportsplex
 Attn: Scott Stacy
 4385 William Silvers Parkway
 Orange Beach, AL 36561
 [Ph#] 251-747-0605
 [Fax#]
 [Customer Acct#]
 [Email] sstacy@orangebeachal.gov

Account Executive: Ben Wilson
 850-393-4556 Cell
bwilson@jerrypate.com

Per your request, I am pleased to submit a proposal on the following equipment:

Qty	Model #	Description	Unit Price	Extension
Pricing Reflect The Sourcewell Contract Discount Sourcewell Customer # 83360				
1	39.51225	Ventrac 4520N Kubota EFI	\$ 35,530.40	\$ 35,530.40
1	70.4167-99	Full Suspension Seat		
1	70.4169	4520 Canopy		
1	70.4170	Fan, Kit		
1	70.4163	Foot Pedal Control Kit		
1	70.4160	3-Point Hitch Kit		
1	39.55285	DR540 Ball Park Groomer Rear	\$ 7,663.60	\$ 7,663.60
1	70.8156	Kit Brush Groomer Mounts on DR540 Groomer		
1	70.8154	Kit Groomer Drags Includes Steel & Coco Mat		
1	70.4038	Hydraulic Top Link		
1	70.4137	Kit Weight Bar 4500		
6	47.0115	Suitcase Weights 42lbs		
1	39.55332	ED202 Edger	\$ 2,870.40	\$ 2,870.40
3	47.0155	Suitcase Weight 42lbs		

1-800-700-7001 • 301 Schubert Drive, Pensacola, Florida, 32504 • www.JerryPate.com



Jerry Pate Turf & Irrigation

Subtotal	\$	46,064.40
Setup	\$	2,303.22
Destination Fee	\$	2,303.22
Total Proposal	\$	50,670.84

**Jerry Pate Turf & Irrigation offers service agreements for your turf equipment, utility vehicles, irrigation, and pump stations.
Ask your Account Executive for more information today!**

Prices Do Not Include Sales Tax or Applicable Documentation Fees

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent on availability of product from the manufacturer. Prices are based on costs and conditions existing on date of proposal and are subject to change without notice. Typographical errors are subject to correction.

To accept this proposal, please sign and return _____
Signature *Date*

_____ *Print Name* _____ *Title*

Thank you, we appreciate your business!

1-800-700-7001 • 301 Schubert Drive, Pensacola, Florida, 32504 • www.JerryPate.com



RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH DR. HAYLEY HEALAN, LLC
FOR VETERINARY SERVICES AT THE WILDLIFE CENTER**

FINDINGS:

1. The City of Orange Beach Wildlife Center desires to engage a Contractor to provide veterinary services for the purpose of treating patients.
2. Dr. Hayley Healan, LLC, is a company who has a successful history of and specializes in veterinary services of native wildlife.
3. The City of Orange Beach has reached an agreement (attached Exhibit A) with Dr. Hayley Healan, LLC, whereby Dr. Hayley Healan, LLC, will provide veterinary services to the City of Orange Beach for the purpose of treating patients at the Orange Beach Wildlife Center.
4. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

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

ADOPTED THIS 11th DAY OF MARCH, 2025.

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. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 11, 2025.

City Clerk

PROFESSIONAL SERVICES CONTRACT

This Agreement is made and entered into by and between the City of Orange Beach, a Class 8 Alabama municipal corporation (hereinafter the "City") and Dr. Hayley Healan, LLC, a Domestic LLC, (hereinafter the "Contractor"), as follows:

1. Recitals

WHEREAS, the City desires to engage Contractor to provide veterinary services, for the purpose of treating patients at the Orange Beach Wildlife Center;

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 will provide veterinary services for the purpose of treating patients at the Orange Beach Wildlife Center;
- b) Contractor will perform medical and surgical duties necessary in the examination, diagnosis, treatment and care of patients at the wildlife center during her stay. Contractor retains the right to diagnose, treat and prescribe in accordance with her own professional judgment. The manner, method and means of performing the duties contracted for shall remain within the sole discretion of Contractor.
- c) Contractor may perform the duties contracted for using the supplies and tools normally provided for on the wildlife centers premises. Contractor may use her own supplies and tools when deemed necessary by Contractor to perform the work covered in this Agreement.
- d) Contractor will perform such other services with regard to the City's Wildlife Center as are mutually agreed to between the Contractor and the City.

3. Compensation

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid \$250/hr, not to exceed \$20,000.
- b) Contractor agrees to abide by the City's established policies and agrees that any travel and expenses must be approved in writing in advance by the City.
- c) Contractor shall be paid \$250/hr, upon the City's receipt of a properly documented invoice for veterinary services performed.
- d) Contractor is responsible for payment of all federal and state income taxes on her earnings. Contractor will provide a W-9 form for the City.
- e) City agrees to file a 1099-MISC form and provide a copy for Contractor.
- f) Accepted payment forms are ACH transfer and checks - made payable to Dr. Hayley Healan, LLC. City agrees to pay Independent Contractor a late fee of 1.5% of the outstanding invoice balance each thirty (30) days past the payment due date.

4. Term.

The term of this Agreement is 12 months commencing March 4, 2025 and ending March 4, 2026.

5. Independent Contractor.

- a) Contractor is an Alabama licensed veterinarian in good standing with the Veterinary Medical Board. Contractor is engaged in the practice of veterinary medicine and surgery as a veterinarian. Contractor does business under the name of Dr. Hayley Healan, LLC.
- b) Contractor works solely as an independent contractor and nothing in this Agreement shall be construed as creating the relationship of employer and employee between City and Contractor. Contractor is not an employee for state or federal tax purposes.
- c) Contractor has the right to provide veterinary services elsewhere without restriction.
- d) Independent Contractor shall:
 - a. Hold current state license to practice veterinary medicine.
 - b. Carry copies of all relevant licenses
 - c. USDA-Aphis Category II Accredited in Alabama #101130
- e) Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor.
- f) 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) Contractor will provide her own professional liability insurance and license defense insurance. Contractor acknowledges that she is not covered by unemployment insurance.
- b) For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the policy of insurance evidenced by the certificate of insurance attached hereto as "Exhibit A", with the City being named as an additional insured.
- c) 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.

- a) 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.

- b) Contractor shall practice veterinary medicine compliant with the laws and professional standards set forth by the Alabama Veterinary Medical Board and shall conduct himself in accordance with the values and ethics of the veterinary profession.

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
Post Office Box 458
Orange Beach, AL 36561

And to Contractor:
Dr. Hayley Healan
Dr. Hayley Healan, LLC
5349 Wolfhead Avenue
Orange Beach, AL 36561

Copy to:

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

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the ____ day of _____, 2025

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

Dr. Hayley Healan, Owner of Dr. Hayley Healan, LLC

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 _____, 2025.

(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 Dr. Hayley Healan, owner of Dr. Hayley Healan, LLC, 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 _____, 2025.

(SEAL)

Notary Public
My Commission Expires: _____



C I T Y O F O R A N G E B E A C H
COASTAL RESOURCES

MEMORANDUM

To: Mayor/Municipal Council/Ford Handley, City Administrator
Via: Nicole Woerner, Coastal Resources
From: Melissa Vinson, Coastal Resources
Date: February 11th, 2025
Re: **Professional Agreement with, Hayley Healan, DVM**

I am writing to recommend that the City partner with Dr. Healan, a licensed veterinarian. Dr. Healan possesses extensive knowledge of wildlife care and remains current with the latest research in the field. Additionally, her strong network within the wildlife community ensures that she is consistently informed of any new developments.

While we have great local veterinarians, their focus is cats, dogs, and zoo animals. Wildlife rehab requires a different approach. It can be unpredictable and we often have to work around existing appointments for pets, which can be a challenge. Dr. Healan is flexible and can respond quickly via Zoom or even come to the center in person to review cases. If she doesn't have an immediate answer, she has plenty of resources to get the correct information fast.

Additionally, our primary veterinarian has recently joined a corporate-run vet clinic, which comes with a lot more red tape. This means that the ability for us to operate under their license might not be possible for much longer, and that could really impact our productivity moving forward

This will supplement veterinary care and should not cost the city additional funds.

Feel free to reach out if you have any questions or need more information.



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 18, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide design services for renovation of an existing building into Parks and Recreation Offices in an amount not to exceed \$25,800. (GS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 03-11-25 25-xxx Authorize Task Order McCollough Architecture Parks and Recreation Office
2. 2025.02.10 Task Order McCollough Architecture Parks and Recreation Office

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
TASK ORDER WITH MCCOLLOUGH ARCHITECTURE, INC.
TO PROVIDE DESIGN SERVICES FOR RENOVATION OF AN EXISTING BUILDING INTO
PARKS AND RECREATION OFFICES
IN AN AMOUNT NOT TO EXCEED \$25,800**

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 23-155 adopted August 15, 2023, approved a contract with McCollough Architecture, Inc., to perform certain architectural services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The Fire Department has submitted a task order (attached Exhibit A) for Council approval.
4. The proposed Task Order requires McCollough Architecture, Inc., to provide design services for renovation of an existing building into Parks and Recreation Offices.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

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

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and McCollough Architecture, Inc., on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$25,800.00 to McCollough Architecture, Inc., to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 11th DAY OF MARCH, 2025.

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. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 11, 2025.

City Clerk



TASK ORDER AUTHORIZATION

TASK ORDER NO. 29

CITY OF ORANGE BEACH - PERFORMANCE CONTRACT

ARCHITECTURAL SERVICES

This Task Order is for the architectural, mechanical, electrical, plumbing and limited structural engineering services for the renovation of an existing building at 27123 Canal Road Orange Beach, Alabama, to become the new Parks and Recreation Offices for the City of Orange Beach. The main house is approximately 2,500 s.f. and the carriage house is approximately 1,500 s.f. with 750 s.f. of heated/cooled area. The estimated construction budget for this project is approximately \$300,000.00 for this renovation. It is understood that the City is handling Civil Engineering, Geotechnical Report and Surveying as well as self-performing the sitework and landscaping.

The cost for completing this work shall be a lump sum fee of **\$25,800.00**.

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

Exhibit A - Scope of Work

Exhibit B - Man-Hour/Fee Estimate

OFFERED BY CONSULTANT

Representative's Signature

Firm Name

Printed Name

Date

Title

RECOMMENDED FOR APPROVAL

Signature

Date

Title

APPROVED BY CITY OF ORANGE BEACH

Signature

Date

Title



EXHIBIT A

TASK ORDER NO. 29

CITY OF ORANGE BEACH, ALABAMA

SCOPE OF WORK:

This scope of work includes the renovation of the existing building at 27123 Canal Road Orange Beach, Alabama, to become the new Parks and Recreation Offices for the City of Orange Beach. In detail, this will include converting areas of the house into three offices, a lobby with reception, conference room, converting one bathroom to an ADA bathroom, providing an ADA ramp for entry as well as changing the finishes and fixtures throughout the building.

SPECIFIC TASKS TO BE COMPLETED INCLUDE:

- The architect will measure and draw the as-builts of this house as well as the carriage house.
- The architect will provide a Code Study and Schematic Design drawings.
- The architect will provide Design Development drawings.
- The architect will provide Construction Drawings with mechanical, electrical, plumbing and limited structural engineering as well as coordinate with the civil engineer.
- The architect will provide a Design Board of Finishes and a Project Manual.
- The architect will Bid and Negotiate the Project.
- The architect will perform Monthly Construction Administration during the Construction Phase.

PRELIMINARY SCHEDULE (Schedule is contingent on City input and turn-around time)

- The architect will provide As-Built drawings of the main house and carriage house within 14 days.
- The architect will provide a Code Study and Schematic Design drawings within 20 days.
- The architect will provide Design Development Drawings within 30 days.
- The architect will provide Construction Drawings including Architectural, Electrical, Mechanical, Plumbing and limited structural within 60 days.
- Project Manual and Bid Documents shall be completed within 20 days of approved Construction Drawings.

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

END OF EXHIBIT A

EXHIBIT B



CITY OF ORANGE BEACH, ALABAMA

TASK ORDER NO. 29

MAN – HOUR RATES FOR ADDITIONAL SERVICES (IF NEEDED)

CLASSIFICATION: HOURLY RATE:

Principal Architect	\$150.00
Structural Engineer	\$150.00
CAD Operator	\$85.00
Project Manager	\$100.00
Clerical	\$30.00
Engineering	(Cost plus 15%)
Landscape Architect	(Cost plus 15%)

PHASES AND PAYMENT:

- Measure and Draw As-Builts (Lump-sum \$2,000.00)
- Code Study and Schematic Design (\$4,850.00)
- Design Development (\$4,850.00)
- Construction Drawings, Design Board and Project Manual sufficient for Permit (Lump-sum \$9,700.00)
- Bid and Negotiate Project (Lump-sum \$400.00)
- Perform Monthly Construction Administration during Construction Phase. (\$4,000.00 to be divided up into 5-month Construction phase (\$800.00 per month))

END OF EXHIBIT B



**REGULAR COMMITTEE OF THE WHOLE MEETING
FEBRUARY 18, 2025**

Departments: City Clerk

Description of Topic: Resolution amending the Wedding Rental Agreement for the Coastal Arts Center to allow year-round wedding rentals. (DB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 03-11-25 25-xxx Amend Wedding Rental Agreement Coastal Arts Center
2. Art Center Wedding Rental Agreement

RESOLUTION NO. 25-xxx

**A RESOLUTION AMENDING THE WEDDING RENTAL AGREEMENT
FOR THE COASTAL ARTS CENTER
TO ALLOW YEAR-ROUND WEDDING RENTALS**

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 Coastal Arts Center for various events including, but not limited to, weddings, fundraisers, galas, memorial services, etc., under the provisions listed within the Rental Agreements, Facility User's Guide, and Fee Schedule authorized by Resolution No. 24-169 adopted on August 20, 2024.
3. According to the current Wedding Rental Agreement, the facility may only be rented for weddings during the months of March, April, May, June, September, October, and November.
4. The Coastal Arts Center Director has had requests for weddings during the months of July, August, December, January, and February. While many of the dates during these months are typically reserved for other events, the Director would like to allow the facility to be rented for weddings during these months when scheduling allows.
5. The Council has determined that it is in the best interest of the City and its residents to amend the Wedding Rental Agreement as attached hereto to allow the Coastal Arts Center of Orange Beach to be rented for weddings during July, August, December, January, and February subject to facility availability and best interests of the City.

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

1. That the Wedding Rental Agreement for the Coastal Arts Center of Orange Beach is hereby amended as attached hereto to allow the facility to be rented for weddings during the months of July, August, December, January, and February as scheduling and prioritization of City needs may allow; and
2. That this resolution shall become effective immediately upon adoption.

ADOPTED THIS 11th DAY OF MARCH, 2025.

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. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 11, 2025.

City Clerk



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:*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.

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 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
FEBRUARY 18, 2025**

Departments: City Clerk

Description of Topic: Resolution amending the Rental Agreement and Fee Schedule for the Orange Beach Event Center at The Wharf located at 4671 Wharf Parkway. (AB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 03-11-25 25-xxx Amend Rental Agreement Fee Schedule Event Center
2. Event Center Rental Agreement

RESOLUTION NO. 25-xxx

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

FINDINGS:

1. The City currently owns and operates the Orange Beach Event Center at The Wharf located at 4671 Wharf Parkway, Orange Beach, Alabama 36561.
2. The City allows individuals and groups to rent the Event Center for various events including, but not limited to, birthday parties, musical performances, seminars, etc.
3. The current rental agreement under which the Event Center operates requires revisions to the alcohol policy to ensure that events are safely hosted at the facility.
4. The Council has determined that it is in the best interest of the City and its residents to adopt the Rental Agreement and Fee Schedule (attached Exhibit A) for the Orange Beach Event Center at The Wharf.

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

1. That the City of Orange Beach will have priority use of the Orange Beach Event Center at The Wharf. The facility and/or individual rooms may be rented to individuals or groups when available;
2. That the Event Center Coordinator is authorized to 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;
3. 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 in promoting events open to the general public, enhancing community spirit and growth, and increasing tourism to the City;
4. That the attached Rental Agreement and Fee Schedule are hereby adopted for the operation of the Orange Beach Event Center at The Wharf; and
5. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 11th DAY OF MARCH, 2025.

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. 25-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 11, 2025.

City Clerk

RENTAL AGREEMENT ORANGE BEACH EVENT CENTER AT THE WHARF

This agreement is entered into between the City of Orange Beach and _____, hereinafter referred to as Tenant. The City of Orange Beach (hereinafter referred to as “COB” or “the City”) and the Orange Beach Event Center (hereinafter referred to as “OBEC”) may be used interchangeably throughout this document. It is understood that the City of Orange Beach is the legal entity owning and controlling the Orange Beach Event Center. The parties hereby agree that the City shall allow the tenant to rent the Orange Beach Event Center (OBEC) on the dates and times specified below in an amount as set out on the attached rate/fee schedule approved by the City Council of the City of Orange Beach, AL. The parties agree to be bound by the terms set out herein pursuant to Resolution 25-_____ of the City of Orange Beach. All parties have read, understand and agree to all terms as stated. This agreement is the full agreement of the parties and any modifications hereto must be set out in writing and signed by the parties.

1. Space rented: _____ Entire Facility -or- _____ Break out space _____ Main Hall
_____ T-Shape _____ Kitchen
2. Date(s) authorized: Move in Date/Time: _____
 Event Date (s)/Time: _____
 Move out Date/Time: _____
3. Event Name: _____
Type of Event: _____
Open to Public? _____
4. Tenant/Organization Name: _____ Phone: _____
Legal Name of Organization: _____
Billing Address: _____ City: _____ State: _____ Zip: _____
Person to Contact/authorized representative: _____ Phone: _____
Email: _____
5. Approximate number of persons expected (Adults & Minors): _____

SCHEDULE OF FEES

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

Facility Pricing and Capacity

Event Space	Standard Cost/Day (7am-12am)	Commercial Cost/Day (7am-12pm)	Classroom/ Banquet Hall	Theatre	Reception Hall (standing)	(Check each box for the space(s) you wish to rent)
Event Facility (all spaces, including kitchen)	\$1500	\$1800	1000 ppl	2000 ppl	2500 ppl	
T-Shape	\$1200	\$1400	800 ppl	1400-1800 ppl	2000 ppl	
Main Hall	\$1000	\$1200	400 ppl	850-1000 ppl	1300 ppl	
Breakout Space – each (4 total)	\$400	\$400	150 ppl	330-440 ppl	450 ppl	
Kitchen	\$300	\$300	N/A	N/A	N/A	

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

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

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

Additional Rental/Usage Pricing

Item Description	Cost	(Check item(s) to include in your rental)
Air conditioning (non-event hours)	Pricing varies. See Event Center Coordinator.	
AV services- breakout space	\$150 for microphone, speaker, and video function.	
AV services- main hall or large breakout space	\$300 for microphone, speaker, and screen in wall function.	
AV services- entire facility or T-shape	\$400 for microphone, arrays, and screen in wall function.	
AV services- conference/entire facility, main hall and breakout spaces	\$500 for microphone, arrays, and video function in each room.	
AV services- panel setup, simple performance, extra mics	Pricing varies. See Event Center Coordinator.	
Auxiliary power	\$100 per 220 outlet. Vendor booths see Vendor Booth Info below.	
Carts and hand trucks (without operator)	Included in facility rental.	
Chair setup and teardown	Included in facility rental.	
Chandeliers	White, Large chandelier, \$25 each Color, Large chandelier, \$50 each Lit, small chandeliers included in facility rental, \$50 total	
Crowd barriers / stanchions	\$10 per section.	
Flags: US flag and Alabama flag with bases and poles	Included in facility rental.	
Hanging and removal (banners, balloons, specialty lighting, etc.)	\$40-\$100 per item. See Event Center Coordinator for specific pricing.	
Heavy equipment (forklift and scissor lift) with operator	1 hour \$200 minimum. \$50 per each additional hour.	
Heavy equipment (forklift and scissor lift) without operator	\$500 per event (if available).	
Lighting: Stage Wash	\$150 fixed lights	
Lighting: Dance Floor Wash and Movers	\$200	
Pipe and drape (3' or 8')	\$15 per 10ft section.	
Pipe and drape (12' or 16')	\$20 per 10ft section	
Pipe and drape- bars or other special spaces	\$40 and up. See Event Center Coordinator for specific pricing.	

Risers- 4'x8' sections, 12" or 24" high	\$25 each.	
Staffing- AV Equipment Operator	\$40 per person per hour.	
Staffing- after hours room setup/changeover/teardown	\$40 per person per hour.	
Staffing- custodial staff	On duty \$25 per person per hour. After hours \$40 per person per hour. Commercial event \$50 per hour	
Stage- 4'x8' sections	Stage set as is: Included in facility rental. Stage panels rearranged or placed in other areas of building: Riser: 8' x 4' , 2ft high \$25 each Riser: 8' x 4' , 4ft high \$30 each	
Tables- 72" round banquet 30" round highboys	Included in facility rental.	
Tables- 8'x18" rectangle, 8'x72" rectangle	Included in facility rental.	
Table Linens	\$10 per table. (Limited number of linens available.)	

Vendor Booth Info- Expos/Conferences

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

Deposit Amount and Terms:

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

6. Total Fee: _____ Deposit: _____

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

Fees due: \$_____ Date due: _____

ALCOHOL

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

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

RULES AND REGULATIONS

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

EVENT ENTERTAINMENT

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

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

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

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

STATE AND LOCAL LAWS

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

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

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

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

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

UTILITIES AND EQUIPMENT

17. General Building Services: Services included in the basic rental without additional charges are: General room lighting, heating/air conditioning during event hours, one time room set-up, wi-fi and one on duty staff person. Services that will be subject to charges: off-

hours heating/air conditioning (above or below set point), room change overs, custodial services, shipping/drayage services, custom lighting, audio/visual services, table covers (if available), changes to approved floor plan on day of event, auxiliary power and other services as available.

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

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

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

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

CLEANING, DAMAGE, AND DÉCOR

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

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

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

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

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

27. Rigging/Hanging of Lights, Sound, etc.: No one shall rig/hang anything from the ceiling without the expressed permission of the Event Facilities Coordinator who will deem the safety of the activity and load to be hung. This includes but is not limited to equipment

such as projectors, screens, LED screens, and banners. Load limits are available in the administration office for the designing of safe rigging in the facility. No fixed items of the Event Center will be moved (curtain, speakers, etc.) to accommodate rigging needs.

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

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

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

SAFETY

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

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

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

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

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

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

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

PAYMENT, CANCELLATION, ETC.

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

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

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

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

The OBEC and/or City of Orange Beach reserve the right to delay, postpone or cancel the rental agreement or event conducted at the OBEC 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.

LEGAL

41. Force Majeure: LOSS OF USE OF FACILITY. Should the OBEC or any part thereof be destroyed or damaged by fire or by any other cause, or if any other casualty, riot or civil disturbance, strike or act of God, floods, epidemics, quarantine restrictions, terrorist acts from a foreign or domestic source, failure of public utilities, exercise of the police power or a proclaimed state of emergency, or any other unforeseen occurrences shall render the fulfillment of a scheduled event impracticable as determined by the Mayor or City Council, the parties shall not in any way be liable or responsible to one another 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 parties shall not be liable or responsible for any damage or loss caused thereby.

42. Reservation of Rights: The OBEC reserves the right to refuse to do business with any individual or entity with a record of illegal activities, law enforcement violations, deceptive business practices or excessive consumer complaints (of either a civil or criminal nature). Should such activities of tenant be discovered or disclosed subsequent to the execution of a Rental Agreement with the OBEC, the OBEC staff shall have the exclusive and immediate right to terminate such Rental Agreement. In the event of said

termination, City of Orange Beach, its agents, officials and employees shall not be liable for any damages in connection with said termination. In the event of said termination, any deposits or rental amounts paid will be forfeited to the extent the OBEC is not thereafter rented for like or greater monies.

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

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

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

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

Tenant Signature: _____ Date: _____

OBEC Event Center: _____ Date: _____
Name/Title