



REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

I. Roll Call

II. Consideration of Previous Minutes

1. Regular Council Meeting 07/15/2025
2. Committee of the Whole Meeting 07/15/2025

III. Unfinished Business

Miscellaneous

Resolutions

Ordinances

IV. New Business

Miscellaneous

1. Discuss appointment of an interim police chief. (MB)
2. Discuss request from Art Center to replace porch fans. (DB)
3. Discuss proposals for 2026 Performing Arts production. (SB/PP)

Resolutions

1. Resolution declaring a vehicle owned by the City of Orange Beach as surplus and unneeded and authorize the donation of said property to the Orange Beach Board of Education. (RE)
2. Resolution declaring a vehicle owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to the Saint Stephens Volunteer Fire Department. (JS)
3. Resolution awarding Police Chief Steve Brown his duty weapons and badge as part of his retirement benefits. (FH)

4. Adopt Transportation Plan for FY2026. (RE)
5. Resolution authorizing the execution of a service order with Uniti Fiber LLC for the lifeguard building at the resident beach. (JS)
6. Resolution authorizing the execution of amendment five to the subaward grant agreement with the Alabama Department of Conservation and Natural Resources for the RESTORE Act state expenditure plan funded expansion of the Orange Beach Wildlife Rehabilitation and Education Program. (NW)
7. Resolution authorizing the execution of a cooperative agreement with the Alabama Department of Environmental Management (ADEM) for the city to provide permitting, regulating, monitoring, and inspection services. (NW)
8. Resolution reappointing Penny Groux to the Gulf Shores and Orange Beach Tourism Board of Directors. (RE)
9. Resolution authorizing the execution of a performance contract with Brandy Reeves for tennis instruction services. (NA)

Public Hearings

1. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0414-PUD-25, The Wharf Landing Villas PUD. (Suggested date 9/2/2025) (GP)

Ordinances

V. Public Comments

VI. Adjourn

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
JULY 1, 2025 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Tony Kennon called the meeting to order at 5:00 P.M.
- II. INVOCATION** Father Paul, St. Thomas by the Sea Catholic Church
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

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

Absent: None

V. CONSIDERATION OF AGENDA

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

Regular Council Meeting 06/17/2025
Committee of the Whole 06/17/2025

The reading was waived and minutes were approved as written.

VI. 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 praised the Parks and Recreation Department for their successful “Pop-Up Park & Block Party” event held this past weekend.

VII. 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/Boyd) 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).**

VIII. PRESENTATIONS

IX. RECOGNITIONS

X. UNFINISHED BUSINESS

Ordinances

1. Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0607-PUDA-25, Oasis at Orange Beach (formerly Phoenix West II) PUD Modification, Signage Amendment. **Motion made (Silvers/Mitchell) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Johnson, nay; Mitchell, nay; Blalock, nay; Boyd, nay; Kennon, nay. **Motion failed. (1-5).**

XI. NEW BUSINESS

Resolutions

1. Resolution approving a temporary permit for a sales trailer located at the Margaritaville resort development site. **Motion made (Silvers/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution authorizing the execution of a use agreement with the Coastal Alabama Business Chamber for the 52nd Annual National Shrimp Festival. **Motion made (Johnson/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution authorizing the execution of a service agreement with Offset Consulting LLC for the Police Department instructor training. **Motion made (Blalock/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution accepting the donation of Forensic Equipment for the Police Department from Forensic Pieces, Inc. **Motion made (Silvers/Boyd) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. Resolution authorizing the execution of a memo of understanding funding agreement with Firehouse Subs Public Safety Foundation, Inc., for the Fire Department. **Motion made (Blalock/Mitchell) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution awarding the bid for a Towfish and Sector Scanning Sonar System to Scuba.com, Inc., in the amount of \$34,046. **Motion made (Johnson/Silvers) to adopt the resolution.** Councilmember Blalock asked about the lifespan of the equipment. Chief Smith responded that the equipment is expected to last 10 to 15 years with standard maintenance and software updates. Vote unanimous in favor. **Motion passed.**

Public Hearings

1. Public hearing for consideration of Conditional Use Approval for Case No. 0603-CU-25, Keel RV Storage Third Addition.

Griffin Powell, Planner II, presented the request by Lieb Engineering Company, LLC, on behalf of Mark Keel Construction, LLC, for Conditional Use Approval to construct three mini warehouses at 27103 Canal Road in the General Business (GB) zoning district.

There being no comments, the public hearing adjourned.

Ordinances

1. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0603-CU-25, Keel RV Storage Third Addition. **Motion made (Blalock/Boyd) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, abstain; Johnson, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Motion failed. (5-0-1).** Ordinance will move forward to a second reading.

XIII. PUBLIC COMMENTS

None

XIV. ADJOURN

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

Time: 5:12 P.M.

APPROVED this the 19th day of August, 2025.

Renee Eberly
City Clerk

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
JULY 15, 2025 – 5:12 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the August 5, 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. Set a public hearing to declare three vessels as abandoned after Hurricane Sally and authorizing disposal. Public hearing set for August 5, 2025. Woody Speed, Coastal Resources Department, stated that there are three vessels left over from Hurricane Sally abandoned in the Terry Cove, Cotton Bayou, and Boggy Point waterways. One boat is fully submerged.
2. Discuss accepting donation of real property. Mayor Kennon explained that Nathan Cox has offered to donate some land south of the Orange Beach Elementary School near the Community Garden.
3. Resolution authorizing the purchase of Holiday Decorations to Jubilee Decor, LLC, through the TIPS purchasing cooperative in an amount not to exceed \$259,668.
4. Resolution authorizing execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical testing and engineering services for Jubilee Point road improvements in an amount not to exceed \$7,730.
5. Resolution establishing fees for the Expect Excellence Pre-K After School Program.
6. Resolution awarding the bid for Debris Clearance, Disposal, and Sand Reclamation.
7. Resolution accepting a proposal for Debris Monitoring, Disaster Management, and Recovery Services.
8. Resolution declaring a speed radar owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to the Town of Elberta.
9. Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide engineering services for Hot Shop improvements in an amount not to exceed \$14,400.

Public Comments:

1. Sam Spencer, resident and President of the Bear Point Civic Association, asked candidates in the upcoming 2025 Orange Beach Municipal Election to pledge to not upzone any property during their tenure and to commit to exploring lower density alternatives.

There being no further business, the meeting adjourned.

Time: 5:22 P.M.

APPROVED this 19th day of August, 2025.

Renee Eberly
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 5, 2025**

Departments: City Clerk

Description of Topic: Discuss appointment of an interim police chief. (MB)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. Memo 2025.07.30 - Interim Police Chief



MEMORANDUM

DATE: July 30, 2025

TO: Mayor Tony Kennon
City Council Members

FROM: Michelle Bugos, Human Resources Director
Ford Handley, City Administrator/Finance Director

City administration conducted an employee feedback survey in early 2025 to prepare for the “all employee meeting” held in March. Chief Brown followed up with a departmental survey in April.

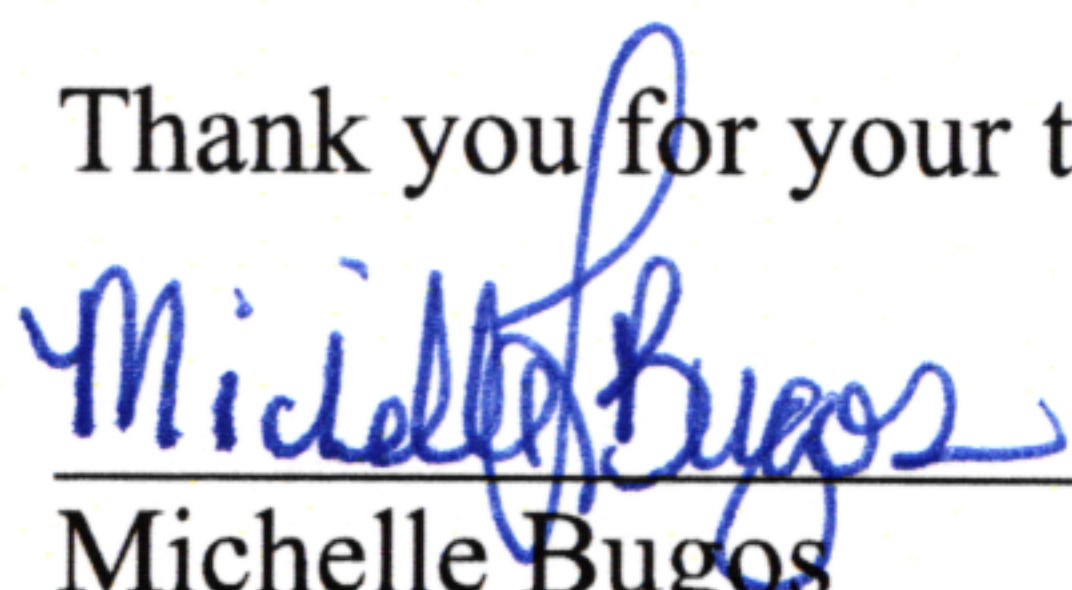
In anticipation for our City Council/COW meeting on August 5, 2025, the HR Director and City Administrator conducted meetings with all sixteen Sergeants and Lieutenants at the Orange Beach Police Department. These meetings were conducted to gain further insight into concerns brought forth in the above referenced surveys related to communication, morale, and concerns over continuity in leadership upon the announcement of Chief Brown’s retirement.

All sixteen individuals were asked the same questions, including whom each believed would be a strong and supported interim chief of police. All sixteen were invited to name one or more than one individual and each were told they could name themselves. In addition, each was asked to provide a strength and weakness for each person named. The HR Director will be sending those findings to the Mayor and Council for review.

Appointing an interim chief from within, with demonstrated peer support, is a crucial first step in restoring stability and improving culture. With less than a month remaining before Chief Brown’s retirement becomes official, we respectfully urge the Council to appoint an interim chief to ensure a smooth transition and show support for the police department personnel.

We are not asking for a permanent appointment, but a steady, experienced hand to lead our officers in the interim through this transition. This interim appointment would start September 1, 2025.

Thank you for your time and consideration.


Michelle Bugos

Human Resources Director



Ford Handley
City Administrator/Finance Director



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 5, 2025**

Departments: City Clerk

Description of Topic: Discuss request from Art Center to replace porch fans. (DB)

Background/Description: Replacement cost of three porch fans quoted at \$7,240.

Action Options/Recommendation:

Source of Funding (if applicable): Unbudgeted

ATTACHMENTS:

1. Memo 2025.07.28 - Art Center Porch Fans

MEMO

To: OB City Council
From: Coastal Arts Center / Desiree Hodge
Date: 7/28/25
RE: Replacement Fans for waterfront porch

The original fans installed by the builder have begun to fail, with some wobbling and some not turning at all. The electronic control board has also failed, only allowing on/off and not connecting properly to all fans. Jason Dorough has determined there is no salvaging them and we need to order new fans and controller. He recommends "Big Ass" brand for better durability. There is an appropriate design version for our porch and comes in white. The quote is attached. Total price: \$7,240.

We did not have an indicator of any issue when preparing the 2025 budget, so this is not in budget and needs approval to move forward. Weddings and events held during hot months truly need the fans turning on the porch so we are seeking approval for purchase now instead of waiting for the 2026 budget.

Thank you.

A handwritten signature in black ink, reading "Desi Hodge". The signature is written in a cursive, flowing style.

01077588

Quote Information

Quote Number	01077588	Created Date	7/24/2025
		Expiration Date	8/15/2025
Bill To Name	City of Orange Beach	Ship To Name	City of Orange Beach
Bill To:	PO Box 458	Ship To:	7394 Roscue Rd
	Orange Beach, AL 36561		Orange Beach, AL 36561
	US		US
SFDC ID	11078880		

General Information

Sales Rep	Kyle Mefford	Contact Name	
E-mail	kyle.mefford@bigassfans.com	Contact Phone	
Phone			
Fax	859-233-0139		

Comments

Comments All fans to include controller with variable speed selector and all mounting brackets.
 Freight charges are included in the quoted price.*
 Sales Tax is strictly an estimate and may change based on the shipping address of the order.
 Lead times are strictly an estimate and may change over time.
 PLEASE NOTE THAT THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE CORRECT DROP TUBE LENGTH AS WELL
 AS THE CORRECT MOUNTING METHOD FOR FANS PRIOR TO ORDERING
 *Freight charges are subject to change.

****VERY IMPORTANT****

Davis /Bacon Act, Prevailing Wage, Union Labor or Certified Payroll requirements not included on quoted installation. Fire relay installation is not included unless specifically noted, but can be quoted upon request. It is the quote recipient's responsibility to inform BAF if any of these apply and to provide a determination of wage. Should the quote recipient/ordering party fail to notify BAF of any such conditions, BAF will not assume any additional charges incurred.

Sales Tax

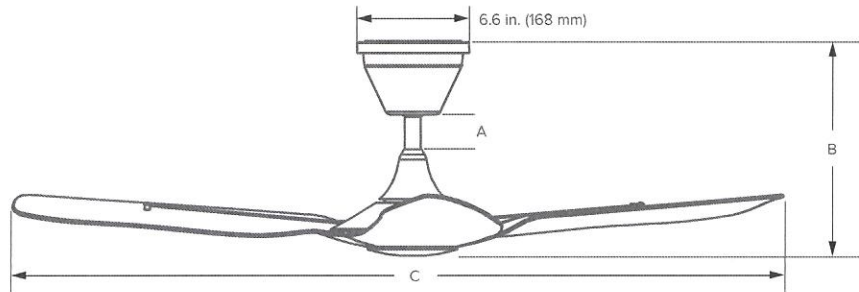
Sales Tax is strictly an estimate and may change based on the shipping address of the order; sales tax is also subject to the tax provisions of the "STANDARD TERMS."

Product	Description	Qty	Total Price
Ceiling Fan Kit, Haiku Coastal, 60", 100-240V/1PH, WiFi/BLE, Wet Rated, 0.05HP, <125W, Universal Mount, Motor - Matte White, Airfoils - Matte White, Ext Tube - 10"		4	\$7,000.00

Subtotal: \$7,000.00
~~Tax: \$280.00~~ N/A
 Estimated Shipping: \$240.00
 Grand Total: ~~\$7,520.00~~
 \$7,240.00

HAIKU[®] COASTAL

THE WORLD'S FIRST AND ONLY STORM-READY FAN



Pictured with 5 in. (128.5 mm) downrod¹

Downrod Lengths

Downrod (A) ¹	Included (52-in. fans)	Included (60-in. fans)	Optional			
	5 in. (128.5 mm)	10 in. (256 mm)	22 in. (561 mm)	34.8 in. (884 mm)	50.8 in. (1291 mm)	62.8 in. (1595 mm)
Fan Height (B)	11.5 in. (289 mm)	16.4 in. (417 mm)	28.4 in. (721 mm)	41.1 in. (1044 mm)	57.1 in. (1451 mm)	69 in. (1755 mm)
Ceiling Height	≥ 8 ft (≥ 2.4 m)	≥ 9 ft (≥ 2.7 m)	≥ 10 ft (≥ 3 m)	≥ 11 ft (≥ 3.4 m)	≥ 12 ft (≥ 3.7 m)	≥ 13 ft (≥ 4 m)

Fan Specifications

Diameter (C)	CFM (Max)	Max Speed	Watts (Max)	Environment ²	Input Power	Packaged Dimensions and Weight	Fan Weight	Mounting	Sound Level ³
52 in. (132 cm)	6,429 CFM	202 RPM	26.7 W	UL Wet Rated for outdoor use IP56	100–240 VAC, 50/60 Hz, 1 Φ	27-3/8 in. L x 11-1/8 in. W x 9-3/8 in. H (695 mm L x 283 mm W x 238 mm H) 17.4 lb (7.9 kg)	10.4 lb (4.7 kg)	Flat ceilings 8 ft (2.4 m) or taller	<35 dBA at max speed
60 in. (152 cm)	9,982 CFM	200 RPM	35.7 W			31-1/4 in. L x 11-1/8 in. W x 9-1/2 in. H (794 mm L x 283 mm W x 241 mm H) 19 lb (8.6 kg)	12.9 lb (5.9 kg)	Flat ceilings 9 ft (2.7 m) or taller	

Construction Features

Airfoils	Motor	Controls	Mounting	Optional Accessories
UV-resistant hybrid resin construction Stainless steel retention cables secure and stabilize airfoils	High-efficiency, brushless EC motor Sealed bearings and electronics	Handheld remote Bluetooth wall control Big Ass Fans mobile app ⁴ Voice control ⁴ 0–10 V	Covered mounting bracket protects against debris and moisture Fan stabilizer restricts movement in high wind conditions	Bluetooth wall control 0–10 V module Extended length downrods

Integrated LED Light (Optional)

Color Temp	CRI	Features
2700 K	90	Sealed for protection against moisture Settings include on/off and 16 dimmable light levels

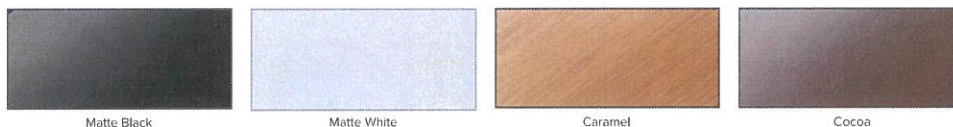
Ordering Information⁵

Matte Black	Matte White
52 inch (132 cm): MK-HKC1-042506A258F258105(S2) 60 inch (152 cm): MK-HKC1-052506A258F258110(S2)	52 inch (132 cm): MK-HKC1-042506A824F824105(S2) 60 inch (152 cm): MK-HKC1-052506A824F824110(S2)
Caramel	Cocoa
52 inch (132 cm), Caramel/White: MK-HKC1-042506A824F533105(S2) 52 inch (132 cm), Caramel/Black: MK-HKC1-042506A258F533105(S2) 60 inch (152 cm), Caramel/White: MK-HKC1-052506A824F533110(S2) 60 inch (152 cm), Caramel/Black: MK-HKC1-052506A258F533110(S2)	52 inch (132 cm), Cocoa/Black: MK-HKC1-042506A258F532105(S2) 60 inch (152 cm), Cocoa/Black: MK-HKC1-052506A258F532110(S2)

Remote



Finish Options



Matte Black

Matte White

Caramel

Cocoa

¹ The 5-inch (128.5-mm) downrod is not available for 60-inch (152-cm) fans. Optional downrod lengths packaged separately. Lengths in inches are rounded to the nearest whole number.
² Wet-rated fans installed in exposed outdoor locations must have fixed/permanent coverage above the fan wiring cover. The included fan stabilizer must be installed. Suitable for salt air environments.
³ Actual results of sound measurements in the field may vary due to sound reflective surfaces and environmental conditions.
⁴ Requires a Wi-Fi network. Voice control requires an Amazon Alexa-enabled device or the Google Assistant.
⁵ "S2" indicates optional integrated LED light.



Lead times may vary.
See full warranty for coverage information.



USA
BIGASSFANS.COM
877-244-3267

CANADA
BIGASSFANS.COM
844-924-4277

AUSTRALIA
BIGASSFANS.COM/AU
1300 244 277

SINGAPORE
BIGASSFANS.COM SG
65 6709 8500



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 5, 2025**

Departments: City Clerk

Description of Topic: Discuss proposals for 2026 Performing Arts production. (SB/PP)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. Proposal - 2026 Guys and Dolls
2. Proposal - 2026 Mamma Mia

Show Approval Request - Guys and Dolls 2026



March 5th - March 8th, 2026

Thursday 9am Field Trip (Free), Thursday-Saturday 7pm, Sunday 2pm (Ticket price \$15)

Director: Jacob Morris, J.F. Morris Performance LLC

Original Broadway Version (1950) Rated PG

Guys and Dolls is an oddball romantic comedy full of fan favorite songs; “A Bushel and a Peck”, “Luck Be a Lady”, and “I’ve Never Been in Love Before”.

This musical takes us from the heart of Times Square to the cafes of Havana, Cuba, and even into the sewers of New York City. The story tells about a high-roller Sky Masterson, who falls in love with mission worker Sarah Brown, and lovable rascalion Nathan Detroit, engaged for 14 years to Miss Adelaide, a headliner at the Hot Box Club. Despite everyone’s blotched lives they all end up right where they belong, and LOVE wins over all.

Big Purchase Items:

Rights & Scripts - \$8,500
Director + Insurance - \$16,500
Choreographer - \$4,000
Assistant Director/Stage Manager - \$3,200
Set Builder - \$10,000
Lighting Engineer - \$4,000
Costumes - \$8,000
Set Construction - \$7,000
Props - \$5,000
Advertising/Printing - \$5,000

Budget Lines:

Production Cost - \$55,000
Professional Service Fees - \$37,700
Total = \$92,700



March 5th - March 8th, 2026
Thursday-Saturday 7pm, Sunday 2pm (Ticket price \$15)

Director: Jacob Morris, J.F. Morris Performance LLC

The story-telling magic of ABBA's timeless songs propels this enchanting tale of love, laughter and friendship, creating an unforgettable show. A large cast, non-stop laughs and explosive dance numbers combine to make *Mamma Mia!* a guaranteed smash hit for any theatre. A mother. A daughter. Three possible dads. And a trip down the aisle of understanding how the past affects our private lives and society in general.

Sophie has been raised by her loving mother, she's never met her father. In MAMMA MIA!, Sophie longs to find out the truth about who she is; with three letters in the mailbox, she hopes to create what she's never had: a traditional family. With the help of her mother and friends, she discovers that families come in many different shapes and sizes, and that love doesn't always need to follow the rules.

In MAMMA MIA!, characters learn to see the world in new ways. Parents and children begin the story seeing the world from one perspective, then events force them to see things in a new light.

Big Purchase Items:

Rights & Scripts - \$8,500
Director + Insurance - \$16,500
Choreographer - \$4,000
Assistant Director/Stage Manager - \$3,200
Set Builder - \$10,000
Lighting Engineer - \$4,000
Costumes - \$8,000
Set Construction - \$7,000
Props - \$5,000
Advertising/Printing - \$5,000

Budget Lines:

Production Cost - \$55,000
Professional Service Fees - \$37,700
Total = \$92,700



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 5, 2025**

Departments: City Clerk

Description of Topic: Resolution declaring a vehicle owned by the City of Orange Beach as surplus and unneeded and authorize the donation of said property to the Orange Beach Board of Education. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-19-25 25-xxx Donate Surplus Vehicle OBBOE OBMHS School
2. 2025.07.15 Letter of Request - Orange Beach City Schools

RESOLUTION NO. 25-xxx

**A RESOLUTION DECLARING A VEHICLE
OWNED BY THE CITY OF ORANGE BEACH AS SURPLUS AND UNNEEDED
AND AUTHORIZING THE DONATION OF SAID PROPERTY
TO THE ORANGE BEACH BOARD OF EDUCATION**

FINDINGS:

1. That the following personal property owned by the City of Orange Beach, Alabama, is no longer needed for public or municipal purposes:

DEPARTMENT	ITEM DESCRIPTION	QTY	NOTES
POLICE	2006 FORD F-250 PICKUP TRUCK (#263)	1	VIN 1FTSX21Y06ED19317

2. Section 11-43-56 of the Code of Alabama of 1975 authorizes the municipal governing body to dispose of unneeded personal property.
3. The City of Orange Beach has received a request from the Orange Beach Middle and High School for assistance.
4. Orange Beach City Council has determined that donating this vehicle to the Orange Beach Board of Education for use by city schools serves a public purpose.

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

1. That the aforementioned personal property owned by the City of Orange Beach, Alabama, is not needed for public or municipal purposes;
2. That the Mayor and City Clerk are hereby authorized and directed to execute the documents necessary to donate and convey surplus items, as described above, to the Orange Beach Board of Education on behalf of the City of Orange Beach; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 19th DAY OF AUGUST, 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 August 19, 2025.

City Clerk



Orange Beach City Schools

4544 Orange Beach Blvd
Orange Beach, AL 36561
251-424-1730

Randy Wilkes
Superintendent
PO Box 2799
4544 Orange Beach Blvd.
Orange Beach, AL 36561
251.424.1730 Office

Board Members

Randy McKinney
President

Nelson Bauer
Vice-President

Lisa Nix
Member

Shannon Robinson
Member

Robert Stuart
Member

Request to Declare Vehicle #263 as Surplus for Donation

July 15, 2025

Greetings Renee,

On behalf of Orange Beach City Schools, I respectfully request that the City of Orange Beach declare **Vehicle #263**—a **2006 Ford F-250**, with the last four digits of the **VIN #9317**—as surplus property.

We are requesting that this vehicle be donated to Orange Beach City Schools for educational and operational use. The addition of this vehicle will directly support the school system's logistical and maintenance functions, providing valuable utility for our campus and facilities teams.

We are incredibly grateful for the City's ongoing partnership and commitment to our schools. Your support makes a meaningful difference in the lives of our students, and we truly value the shared dedication to strengthening our community through education and service.

Thank you for your continued consideration and generosity.

Matthew Gray

Matthew Gray
Chief School Finance Officer
mgray@orangebeachboe.org





**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 5, 2025**

Departments: City Clerk

Description of Topic: Resolution declaring a vehicle owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to the Saint Stephens Volunteer Fire Department. (JS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-19-25 25-xxx Donate Surplus Vehicle Saint Stephens Volunteer Fire Department
2. 2025.07.29 Letter of Request - Saint Stephens Volunteer Fire Department

RESOLUTION NO. 25-xxx

**A RESOLUTION DECLARING A VEHICLE
OWNED BY THE CITY OF ORANGE BEACH AS SURPLUS AND UNNEEDED
AND AUTHORIZING THE DONATION OF SAID PROPERTY
TO THE SAINT STEPHENS VOLUNTEER FIRE DEPARTMENT**

FINDINGS:

1. That the following personal property owned by the City of Orange Beach, Alabama, is no longer needed for public or municipal purposes:

DEPARTMENT	ITEM DESCRIPTION	QTY	NOTES
FIRE	2003 FORD F-450 UTILITY TRUCK (#447)	1	VIN 1FDXW47P13ED34872

2. Section 11-43-56 of the Code of Alabama of 1975 authorizes the municipal governing body to dispose of unneeded personal property.
3. The City of Orange Beach has received a request from the Saint Stephens Volunteer Fire Department for assistance.
4. Orange Beach City Council has determined that donating surplus vehicles and/or equipment to neighboring fire departments serves a public purpose.

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

1. That the aforementioned personal property owned by the City of Orange Beach, Alabama, is not needed for public or municipal purposes;
2. That the Mayor and City Clerk are hereby authorized and directed to execute the documents necessary to donate and convey surplus items, as described above, to Saint Stephens Volunteer Fire Department on behalf of the City of Orange Beach; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 19th DAY OF AUGUST, 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 August 19, 2025.

City Clerk



Chief Craig McManus
251-589-0710

19277 County Road 34

Assistant Chief Bryce Smith
251-387-0786

Saint Stephens AL 3656

Chief Smith,

It has come to my attention that you are thinking of getting rid of one of your assets a ford f450 service truck style truck. Chief this truck would be a perfect asset for our department. This truck would be turned into a service truck/wet rescue. Having this asset and using it for what I intend on using it for it would help us out on our ISO. During our last inspection we were just a few points away from dropping down to an ISO 5, which to us is a great achievement because we are a small rural volunteer fire department. Also, with that I am currently working on grant for some new extrication tools and if we get that we will be able to have 2 apparatus with extrication tools.

Chief to give you a little history of our department our department was formed in 1982 we are a very small department in Washington county we serve roughly 500+ population in St. Stephens. We also provide automatic mutual aid to Leroy, Wagarville, Frankville, and Hobson. With 19 volunteer departments in Washington county, we receive around \$35,000 dollars a year from a 2-mil tax from the county. Although we are thankful for having the money we have from the county, as you know operating a fire department is an expensive task. We serve an area that has many needs a busy main county road, a major gas line feeding our local powerplant, a very large campground with large body of water, and the Tombigbee River. We are slowly trying to achieve all the equipment to serve all the needs of our community.

With all this being said Chief thank you for your consideration of the donation of this asset to our department as it will be well used if we receive it. Also thank you for your time reading and learning about our little department. "St. Stephens Where Alabama Began"

Sincerely,

Craig McManus

A handwritten signature in blue ink, appearing to be "Craig McManus".

Chief

St. Stephens Vol. Fire Dept.



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 5, 2025**

Departments: City Clerk

Description of Topic: Resolution awarding Police Chief Steve Brown his duty weapons and badge as part of his retirement benefits. (FH)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-19-25 25-xxx Award Duty Weapon Badge Steve Brown

RESOLUTION NO. 25-xxx

**A RESOLUTION AWARDING POLICE CHIEF STEVE BROWN
HIS DUTY WEAPONS AND BADGE
AS PART OF HIS RETIREMENT BENEFITS**

FINDINGS:

1. Steve Brown diligently served as an officer of the Orange Beach Police Department for over 30 years and is in good standing after years of dedicated service.
2. The Orange Beach City Council adopted Resolution No. 15-079 on May 19, 2015, establishing a policy whereby retiring City of Orange Beach police officers, satisfying specified requirements, may request their duty weapon and badge to be released to them upon retirement, as part of their retirement benefits.
3. At the time of his retirement, Steve Brown will be eligible for full retirement benefits and meets all specified requirements to receive his duty badge and weapon upon retirement.

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

1. That at the time of his retirement, Steve Brown, having served diligently as an officer of the Orange Beach Police Department for 30 years, has satisfied all the requirements for retirement benefits, including retaining possession of his duty weapons and badge, as specified by the Orange Beach City Council and as described as follows:

Primary weapon: Sig Sauer P320 (.40), Serial #58A164696
Secondary weapon: Sig Sauer P365 (9mm), Serial #66F217115
2. That the City of Orange Beach grants Police Chief Brown's request to receive his duty weapons and badge as part of his retirement benefits.

ADOPTED THIS 19th DAY OF AUGUST, 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 August 19, 2025.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 5, 2025**

Departments: City Clerk

Description of Topic: Adopt Transportation Plan for FY2026. (RE)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-19-25 25-xxx Adopt Transportation Plan 2026

RESOLUTION NO. 25-xxx

**A RESOLUTION ADOPTING A CITY OF ORANGE BEACH
FY2026 TRANSPORTATION PLAN**

FINDINGS:

1. In March 2019, the Alabama Legislature passed the Rebuild Alabama Act (HB2) implementing a statewide gas tax increase to help with transportation infrastructure funding. This Act is codified at Alabama Code §23-8-8.
2. The City of Orange Beach is slated to receive an estimated \$50,687 annually.
3. In order to be eligible to receive funds, each municipality must:
 - (a) Adopt an annual transportation plan by August 31st;
 - (b) Post the transportation plan for the general public to view;
 - (c) Create a receivable and expenditure for the Rebuild Alabama monies;
 - (d) Utilize pre-approved ALDOT contractors and material suppliers to implement the transportation plan;
 - (e) Each January, present a written report detailing expenditures made from the fund and status of the adopted transportation plan to Council;
 - (f) Each October 1st, provide a list of contractors who have been awarded projects to the Senate President Pro Tempore, the Speaker of the House, and the Chair of the Joint Transportation Committee;
 - (g) Publish project plans and bid openings on a website maintained by the Alabama League of Municipalities; and
 - (h) Follow state bid laws when awarding contracts and follow state closeout procedures.

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

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

Funds received from the Rebuild Alabama Act at an estimated revenue of \$50,687 during the 2026 fiscal year shall be used to perform roadway improvements, repairs, and resurfacing; extension of the sidewalk system; and/or as matching monies for any state or federal grant funded projects to perform roadway improvements, repairs, resurfacing, reconstruction or maintenance within the City of Orange Beach's existing street/road network during said fiscal year; and

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

ADOPTED THIS 19th DAY OF AUGUST, 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 August 19, 2025.

City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 5, 2025**

Departments: City Clerk

Description of Topic: Resolution authorizing the execution of a service order with Uniti Fiber LLC for the lifeguard building at the resident beach. (JS)

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-19-25 25-xxx Authorize Service Order Resident Beach Lifeguard Building Traffic Signals Uniti Fiber
2. 2025.06.30 Service Order Uniti Fiber Lifeguard Building - Contract Terms
3. 2025.06.30 Service Order Uniti Fiber Lifeguard Building

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
SERVICE ORDER WITH UNITI FIBER LLC FOR
THE LIFEGUARD BUILDING AT THE RESIDENT BEACH**

FINDINGS:

1. The City of Orange Beach and Uniti Fiber LLC have reached an agreement (attached Exhibit A) whereby Uniti Fiber LLC will install dark fiber in order to service the lifeguard building at the resident beach.
2. After having reviewed said agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

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

ADOPTED THIS 19th DAY OF AUGUST, 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 August 19, 2025.

City Clerk

UNITI FIBER LLC

SERVICES AGREEMENT - STANDARD TERMS AND CONDITIONS

This Services Agreement (this "Agreement") is by and between Uniti Fiber LLC, a Delaware limited liability company ("Uniti Fiber"), and City of Orange Beach AL, a/an Alabama Municipality ("Customer"), and is effective as of the date signed by Uniti Fiber below ("Effective Date").

1. Attachments and Service Orders: Customer and Uniti Fiber may execute a written order for a particular service (a "Service Order") using such Service Order form as provided by Uniti Fiber at the time of the order. A Service Order shall be deemed incorporated herein at the time Uniti Fiber provides Order Acceptance. The Service Order(s) and other attachments attached hereto and incorporated by reference detail the price, location, FOC date and other information about the service(s) to be provided by Uniti Fiber or its affiliates to Customer ("Services"), and are incorporated herein by reference. Customers may be required to forms relevant to e911, directory listing, and letter of authorization forms if ordering voice-related Services. All Services are offered subject to availability, and Uniti Fiber has the right not to accept any Service Order submitted by Customer. A Service Order may only be submitted to orders@uniti.com and shall be deemed accepted only after Order Acceptance by Uniti Fiber. If Uniti Fiber elects not to accept a Service Order submitted by Customer, Uniti Fiber shall use reasonable efforts to notify Customer of such rejection. "Order Acceptance" shall mean execution of the applicable Service Order(s) by a representative who has proper signatory authority and written notification (email is acceptable) sent to the other party that the Service Order has been reviewed and accepted.

2. Authorized Use: Customer may use the Services only for purposes which (a) are lawful, (b) do not violate Uniti Fiber's AUP and (c) are in compliance with the terms of this Agreement and any applicable attachments related to the specific Service. Internet Service provided by Uniti Fiber is intended for Customer's use only and may not be resold by Customer. Uniti Fiber offers all Services subject to availability; provided, however, if Customer has received notice that a Service Order has been accepted by Uniti Fiber, Uniti Fiber will provide Services for the term of such Service Order, subject to the terms of this Agreement and the Service Order. Uniti Fiber has the right to limit the manner in which any portion of its network and facilities ("Network") is used to protect the technical integrity of the Network. Any Service provided to Customer that includes bandwidth service is subject to Uniti Fiber's Acceptable Use Policy (AUP), which is incorporated herein by reference and is located at <https://uniti.com/uploads/documents/Uniti-Acceptable-Use-Policy6.25.2020.pdf>. By its signature below, Customer acknowledges receipt of the Acceptable Use Policy and any updates to such policy made by Uniti Fiber.

3. Cancellation, Modification, Delay or Expedition of Orders: Charges referenced hereunder are subject to modification from time to time by Uniti Fiber.

(a) Customer may request to cancel any Service Order(s) if the request is received in writing by Uniti Fiber prior to the Service Date (as defined in Section 7 below). Upon receipt of such request, Uniti Fiber shall use reasonable efforts to cancel the Service Order as promptly as possible. Each such request shall result in a cancellation charge to be invoiced to Customer equal to the costs incurred by Uniti Fiber through the date the applicable Service is cancelled, not to exceed fifty percent (50%) of the total monthly charges that would have been due during the Service Term (as defined in the Service Order). Once cancelled, a new Service Order must be submitted and accepted by Uniti Fiber if Customer wishes to order the Service.

(b) Customer may request the modification (including delay of Service) of any Service Order(s). Such requests must be made in writing at least three (3) business days before the date that Uniti Fiber is committing to deliver the Service (the "FOC date") and such requests are subject to acceptance by Uniti Fiber. Each such modification accepted by Uniti Fiber shall result in the

assessment by Uniti Fiber of a Service Order modification charge of \$250 (the "Modification Charge"). However, in the case of a requested delay, the first requested delay will be allowed by Uniti Fiber at no charge. Requests for delay may not exceed thirty (30) days cumulative. Any subsequent requests for delay, if allowed by Uniti Fiber, will result in a Modification Charge. If Uniti Fiber receives a written modification request for delay of installation less than three (3) business days prior to the FOC date Customer must pay, in addition to the Modification Charge, all recurring charges for the shorter of one billing month or the period from the original due date to the requested installation date.

(c) Customer may request Uniti Fiber to expedite the initial anticipated delivery date of any Service. Such requests must be made in writing and are subject to acceptance by Uniti Fiber. Each such request to expedite accepted by Uniti Fiber shall result in the assessment by Uniti Fiber of a Service Order expedite charge equal to Uniti Fiber's standard rates at the time of the request to expedite (the "Expedite Charge"). The Modification Charge shall be waived in those cases where the Expedite Charge is solely applicable.

(d) In addition to any charges imposed under clauses (a), (b) or (c) above, Uniti Fiber reserves the right to assess Customer any third-party charges incurred by Uniti Fiber to fulfill any request to cancel, modify, or expedite the Service Order(s).

4. Equipment, Installation and Interconnection: Other than the facilities, termination equipment, software and other devices or equipment provided by Customer or its end users in connection with the receipt and use of the Services ("Customer Property"), and unless otherwise provided elsewhere in this Agreement or any attachments hereto, Uniti Fiber will pay for, provide, install, maintain, operate, control and own any equipment, cable or facilities connected to the Network ("System Equipment"), which equipment at all times remains Uniti Fiber's personal property, regardless of where located or attached. Uniti Fiber may change, replace or remove the System Equipment, regardless of where located, so long as the basic technical parameters of the Service are not altered, and this Agreement constitutes Customer's consent to such change, replacement or removal. Customer may not rearrange or move or disconnect the System Equipment and is responsible for any damage to or loss of System Equipment caused by Customer's actions or omissions or that of its end users. Uniti Fiber has no obligation to install, maintain or repair any Customer Property. If any Customer Property is incompatible with Service(s) provided by Uniti Fiber, Customer is responsible for any special interface equipment, software or facilities necessary to ensure compatibility and Uniti Fiber shall not be required to deliver such Service(s) unless and until such additional Customer Property is installed and properly functioning. If, in responding to a service call from Customer, Uniti Fiber reasonably determines that the cause of such service call is a failure, malfunction or inadequacy of Customer Property, including any installed for purposes of compatibility, Customer will pay Uniti Fiber for such service call at Uniti Fiber's then prevailing rates.

5. Special Construction Charge: During the term of this Agreement as set forth in Section 16, Customer may request Uniti Fiber to construct a network path to meet Customer's specific needs with respect to the provision of Services. In the event Uniti Fiber elects to accept such request, Customer shall pay Uniti Fiber a "Special Construction Charge" as agreed upon by the parties in writing prior to the commencement of said construction. The parties understand and acknowledge that payment of the Special Construction Charge in no way shall grant to Customer any ownership of said network path being constructed, including any fiber therein, the System Equipment, Uniti Fiber's other equipment or materials, or any portion of the Uniti Fiber Network whatsoever, all of which shall remain the sole and separate property of Uniti Fiber.

UNITI FIBER LLC
SERVICES AGREEMENT - STANDARD TERMS AND CONDITIONS

6. Access: Uniti Fiber requires a Customer point of contact that can be reached 24x7. Uniti Fiber may require access to Customer's or its end user's premises to install and maintain the Service and System Equipment necessary for the provision of Service. Customer must provide, or cause its end users to provide, at no cost to Uniti Fiber, reasonable access, space, power and environmental conditioning as applicable to the particular installation, and must use, and cause its end users to use, commercially reasonable efforts to obtain any necessary consents or rights of way from third parties for such purposes. The failure of Customer to obtain such consents or rights shall excuse Uniti Fiber's delay in performing the Services until such consent or right is obtained.

7. Commencement of Service: Uniti Fiber will promptly notify Customer on the date that Uniti Fiber has completed its obligations for the commencement of Service and such Service is available for Customer's use (the "Service Date"). Unless Customer notifies Uniti Fiber in writing by close of business on the Service Date that Service is not operational as a result of Uniti Fiber's failure to deliver the Service, the term of the Service Order will begin on the Service Date and billing will commence. If Customer so notifies Uniti Fiber, Uniti Fiber will use reasonable efforts to inspect the purported issue and correct any compliance issues. If Uniti Fiber does not identify a compliance issue with the Service, Uniti Fiber will notify Customer, and the Service Date will remain unchanged. If Uniti Fiber does identify a compliance issue, the Service Date for such Service will be deemed to be the date upon which Uniti Fiber corrects such issue.

8. Charges, Billing and Payment: Acceptance of a Service Order submitted by Customer and the provision of Service is subject to Uniti Fiber's approval of Customer's credit standing. Uniti Fiber may require a deposit prior to the provision of Service or at any time as a condition to the continued provision of Service, if Uniti Fiber reasonably believes Customer's credit standing or payment record so requires such additional security for payment. Billing for Service begins on the Service Date and will not be delayed due to Customer Property not being ready or Customer's readiness to accept or use the Service. Uniti Fiber bills in advance for Service, except for usage-based charges for voice-related services. Any installation charges or other non-recurring charges, which are non-refundable, should appear on the first monthly invoice but may be delayed. Taxes, surcharges, any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise, and governmental fees are not included in Uniti Fiber's charges and will be billed and paid by Customer as separate line items. Customer will pay all taxes, fees, surcharges or assessments unless and until Customer provides Uniti Fiber with a valid exemption certificate or other supporting documentation reasonably requested by Uniti Fiber. All amounts billed are due by the next billing date. Any payment or portion thereof not made when due is subject to a late charge of 1.5% per month on the unpaid amount or, if lesser, the maximum rate permitted under applicable state law. Notwithstanding anything to the contrary herein, in the event of the nonpayment by Customer of an invoice for any Service(s) or equipment for a period exceeding thirty (30) days after the invoice due date, Uniti Fiber may, in its sole and absolute discretion, suspend providing Services to Customer (whether under this Agreement or other contract between Customer and Uniti Fiber), retrieve any equipment and pursue all legal remedies available to Uniti Fiber for such breach. Upon notice to Customer, Uniti Fiber may change rates ("New Rate(s)") offered pursuant to special arrangement or individual case basis pricing if the provision of service at the original rate(s) becomes economically infeasible. If Customer does not accept the applicable Service(s) at the New Rate(s), Customer may terminate such Service(s) without Termination Liability by submitting a termination request in writing to Uniti Fiber within fourteen (14) days of receiving notice from Uniti Fiber of the New Rate(s). Billing for a terminated Service

will stop thirty (30) days from the date the disconnect request is acknowledged by Uniti Fiber unless a specific date of greater than thirty (30) days is requested.

9. Claims and Disputes: If Customer reasonably disputes any charges billed hereunder, Customer must submit a documented claim regarding the disputed amount within 30 days of receipt of the bill on which the disputed charges appear. All claims regarding disputed charges not submitted to Uniti Fiber within such time are deemed waived and such charges accepted. Withheld disputed amounts determined in favor of Uniti Fiber will bear interest at the lesser of 1.5% per month or the maximum rate allowed by applicable state law from the date payment was due to the date payment was made.

10. Service Level Guarantee on Uniti Facilities and Available Credits: Uniti Fiber will issue credit allowances for service outages on Uniti facilities as set forth below following Customer's written request. Such credit will appear on the next invoice following processing. An outage of Service on Uniti facilities (excluding managed network, IT services, and LTE Services) begins when Customer reports the outage to the appropriate Uniti Fiber number(s) to open a trouble ticket, and ends when the affected circuit is fully operational, as evidenced by the closing of the trouble ticket. No credits will be given for outages that are (a) caused by Customer or an end user; (b) due to failure of power or Customer Property; (c) during any period in which Uniti Fiber is not given access to the Service premises; (d) part of a planned outage for maintenance; or (e) due to a Force Majeure Event. Services provisioned entirely on Uniti Fiber's Network will be credited at 1/1440 of the monthly recurring charges per 30-minute outage up to and including a 24-hour period, or if an outage is greater than 24 consecutive hours, at 1/144 of the monthly recurring charges per 3-hour outage. If 3 or more trouble tickets have been opened for a particular Service in a 30-day period for outages totaling an aggregate of 6 hours of outage in that 30-day period, and the cause of each outage is determined to be in Uniti Fiber's Network or System Equipment and is not due to a Force Majeure Event, such Service will be deemed a chronic trouble Service, and Customer may terminate the Service without incurring a Termination Liability.

11. Wireless LTE Services: For Customers purchasing wireless LTE Services, the underlying wireless carrier service is not directly provided by Uniti Fiber. The underlying wireless carrier has the right to manage its network, which may include throttling of speed or other measures up to and including suspension or termination of Service.

12. Cloud Connect Services: For Customers purchasing Cloud Connect Services, in addition to Uniti Fiber's Acceptable Use Policy, any Customer purchasing Cloud Connect Service hereby agrees to the Cloud Connect Acceptable Use Policy and the Cloud Connect Privacy Policy. "Cloud Connect Acceptable Use Policy" means the policy as it may be amended by PacketFabric from time to time, which is available at <https://www.packetfabric.com/acceptable-use-policy/> or at an alternate link identified on www.packetfabric.com. "Cloud Connect Privacy Policy" means PacketFabric's privacy policy as amended by PacketFabric from time to time, which is available at <https://www.packetfabric.com/privacy/> or at an alternate link identified on www.packetfabric.com. Uniti Fiber's Cloud Connect Service is a Layer 2 private connection to Cloud service providers ("CSPs") from the Uniti Fiber network. Customer understands and acknowledges that for Cloud Connect Services, Uniti Fiber is only responsible for the connectivity to the CSP provider. Uniti Fiber is not responsible for configuration, deployment, management, or performance of the CSP infrastructure or application services nor shall Uniti Fiber be liable for same.

13. Governmental Authorization, Regulatory Changes: Each party must comply with all applicable federal, state and local laws,

UNITI FIBER – CONFIDENTIAL & PROPRIETARY

Page 2 of 4

Customer Initial: _____

UNITI FIBER LLC
SERVICES AGREEMENT - STANDARD TERMS AND CONDITIONS

rules, regulations and orders in performing its obligations hereunder. To the extent any provision of this Agreement conflicts with any such applicable law, rule or regulation, such law, rule or regulation will supersede the conflicting provision, however, all other provisions will be enforced to the extent permitted by law and in accordance with the commercial intent of the parties. Uniti Fiber may discontinue, limit or impose additional requirements to the provision of Service, upon 15 days written notice, as required to meet governmental regulatory requirements or when such requirements have a material adverse impact on the economic feasibility of Uniti Fiber providing Service, as determined in Uniti Fiber's reasonable business judgment.

14. Indemnification: Each party ("Indemnitor") must indemnify, defend and hold harmless the other party ("Indemnitee") from all losses or damages arising from or related to personal injury or property damage caused by the negligence or willful misconduct of Indemnitor. Customer must indemnify, defend and hold harmless Uniti Fiber from all losses or damages arising from Customer's breach of this Agreement, violation by Customer of any 3rd party intellectual property right, all claims of any kind by Customer's end users, or any act or omission of Customer in connection with any Service provided hereunder.

15. Limitation of Liability: Uniti Fiber is not liable for any indirect, incidental, consequential, special or punitive damages (including without limitation, lost profits or revenue) arising out of or related to the provision of Services hereunder or its indemnification obligations hereunder, including any claims made by or through third parties, or for any claim by Customer made more than one year after the occurrence of the event for which a claim is made. Uniti Fiber's liability to Customer shall in no event exceed one month's calculation of monthly recurring charges for the applicable Services. Uniti Fiber has no liability or obligation to Customer or its end users whatsoever for the content of information passing through its Network. Note for Customers purchasing SD WAN Services: VeloCloud will not have any direct relationship with or obligation to Customer under this Agreement.

16. Term: Subject to Section 17 and Section 18 below, this Agreement is effective for a period of five (5) years and commences upon the Effective Date. Thereafter, this Agreement remains in effect solely with respect to any then-current Service Order until the expiration or earlier termination of such Service Order(s). The term for which Customer is purchasing Services ("Service Order Term") shall be set forth on the applicable Service Order. Uniti Fiber and Customer may negotiate a renewal term at least thirty (30) days prior to the expiration of the initial Service Order Term. If the parties do not agree in writing to a renewal of the Service Order Term prior to its expiration, then Service(s) shall continue on a month-to-month basis at a rate not to exceed 150% of the prior rate until either of the parties terminates the Service(s) upon thirty (30) days' written notice. Upon termination of this Agreement, all rights of Customer to order new Services cease and Uniti Fiber has no further obligations to furnish Services to Customer.

17. Termination by Uniti Fiber:

(a) Uniti Fiber may terminate this Agreement or any Service Order hereunder or suspend Services, with prior written notice, upon: (i) Customer's failure to pay any amounts as provided herein; (ii) Customer's breach of any provision of this Agreement or any law, rule or regulation governing the Services; (iii) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of trustee or receiver or similar event with respect to Customer or its affiliates; (iv) any governmental prohibition or required alteration of the Services or if Uniti Fiber is unable to reasonably maintain any necessary Underlying Rights. "Underlying Rights" shall mean any right to use a service, facility or asset used by Uniti Fiber to deliver Service(s) to the Customer, including but not limited to pole attachments, franchise agreements, colocation agreements and dark fiber agreements.

(b) Uniti Fiber may terminate or suspend Services without notice if: (i) necessary to protect Uniti Fiber's Network; (ii) Uniti Fiber has reasonable evidence of Customer's fraudulent or illegal use of Services; or (iii) required by regulatory or other governmental authority.

(c) Any termination pursuant to this Section 17 shall not relieve Customer of any liability incurred prior to such termination or for payment of unaffected Services. All terms and conditions of this Agreement shall continue to apply to any Service or applicable Service Order not so terminated, regardless of the termination of this Agreement. If the Service provided under any Service Order hereunder has been terminated by Uniti Fiber in accordance with this Section 17 part (a)(i), (a)(ii), (a)(iii) or (b)(ii) and/or any other breach of this Agreement by Customer, and Customer wants to restore such Service, Customer first must pay all past due charges, any applicable non-recurring charge(s) and/or reconnection charge and a deposit equal to 2 months' recurring charges. All requests for termination will be processed by Uniti Fiber in 30 days or less. Customer must pay for Services until such termination occurs.

18. Termination Liability: If Uniti Fiber terminates this Agreement or any Service Order(s) hereunder pursuant to Section 17 above, or if Customer terminates this Agreement or any Service Order(s) hereunder for any reason (other than Uniti Fiber's material breach of this Agreement that remains uncured after written notice and a reasonable cure period of at least thirty (30) days or termination as permitted by Section 21), Customer must pay immediately to Uniti Fiber all monthly recurring charges associated with the terminated Service(s) for the balance of the Service Order Term(s) in such Service Order(s) and any outstanding non-recurring or other charges permitted hereunder ("Termination Liability").

19. Assignment: Customer may not assign or otherwise transfer this Agreement, any Service Order or any rights and/or obligations contained therein (including pursuant to a merger or change of control of Customer) without the prior written consent of Uniti Fiber, not to be unreasonably conditioned, withheld or delayed.

20. Entire Agreement: This Agreement, together with the Service Order(s), the Acceptable Use Policy, any attachments and all applicable tariffs incorporated herein by this reference, sets forth the entire agreement of the parties with respect to the subject matter hereof, and supersedes any prior agreements, promises, representations, understandings and negotiations between the parties with respect thereto. In the event of a conflict, the applicable Service Order shall prevail over this Agreement and any applicable tariff shall prevail over both. Any modifications, amendments, supplements to or waivers of this Agreement must be in type and executed by authorized representatives of both parties. Any handwritten changes or edits that have been inserted without authorization by both parties shall not be incorporated into this Agreement.

21. Force Majeure: Uniti Fiber is not liable to Customer or any third party for any failure of performance if such failure is due to any cause or causes beyond its reasonable control (a "Force Majeure Event"), including without limitation, acts of God, fire, explosion, vandalism, acts of terrorism, cable cut, adverse weather conditions, governmental action or inaction, labor difficulties and supplier failures. Invocation of this clause shall not relieve Customer of its obligation to pay for any Services provided to Customer. In the event such Force Majeure Event continues for 45 days, Customer may terminate the affected portion of the Services upon no less than thirty (30) days prior written notice.

22. Governing Law: This Agreement is governed by and subject to the laws of the State of Delaware, excluding its principles of conflicts of law.

UNITI FIBER – CONFIDENTIAL & PROPRIETARY

Page 3 of 4

Ver. 06.30.21

Customer Initial: _____

UNITI FIBER LLC
SERVICES AGREEMENT - STANDARD TERMS AND CONDITIONS

23. Headings: The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this Agreement.

24. Relationship of Parties: The parties are independent contractors, and nothing herein creates or implies an agency relationship or a joint venture or partnership between the parties.

25. Jurisdictional Reports: At least annually and at any time upon Uniti Fiber's request, Customer will provide Uniti Fiber with reports of its estimated or actual percentage of interstate and intrastate use of Uniti Fiber's Services.

26. Litigation: If either party commences litigation under this Agreement, the prevailing party is entitled to reimbursement of its costs and attorneys' fees from the other party.

27. Non-Exclusivity: This Agreement is non-exclusive. Nothing herein prevents either party from entering into similar arrangements with other entities.

28. Notices: Whenever written notice is required to be provided by this Agreement, Uniti Fiber must provide such notice to Customer's billing address, and Customer must provide such notice to Uniti Fiber at 107 St. Francis Street, Suite 1800, Mobile, AL 36602, Attn: Finance. A notice is deemed given when delivered at such designated address.

29. No Waiver: Either party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

30. Confidentiality; Use of Name: Customer may not issue a news release, public announcement, advertisement or other form of publicity concerning the existence of this Agreement, the Services provided hereunder or the terms, conditions or pricing set forth in this Agreement or any Service Order without the prior written consent of Uniti Fiber. Customer may not use Uniti Fiber's name, logo or service mark in marketing services to end users.

31. Representations and Warranties: Each party represents and warrants that it is fully authorized to enter into this Agreement and any Service Order hereunder. Uniti Fiber represents and warrants to Customer that any Services provided hereunder will be performed in a professional manner by qualified and trained personnel. UNLESS SPECIFICALLY STATED HEREIN OR IN ANY SERVICE ORDER, UNITI FIBER MAKES NO OTHER

WARRANTIES, REPRESENTATIONS OR AGREEMENTS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

32. Severability: If any provision hereunder is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with the parties' original intent.

33. Survival: The terms and conditions of this Agreement will survive the expiration or other termination of this Agreement to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the party in whose favor they operate.

UNITI FIBER LLC

Signature: _____

Name (printed): _____

Title: _____

Date: _____

City of Orange Beach AL

Signature: _____

Name (printed): _____

Title: _____

Date: _____



Service Order

Offer Date:	06/26/2025	
Description:	100 Mbps Internet OBFD Beach Facility	
Opp. Number:	OPP-342526	
Requested By:	City of Orange Beach AL 1566390 Tony Kennon	(251) 981-6981
Offered By:	Uniti Fiber Scott McMahan	scott.mcmahan@uniti.com (251)445-1807
Term (Months):	36	
Opportunity Type	New	Contract Term Type: New

A Service Address	A CPE Location
25634 Perdido Beach Blvd, Orange Beach, AL 36561-6102	OBFD Coastal Surf Rescue Facility

Z Service Address	Z CPE Location
201 Saint Joseph Street, Mobile, AL 36602-3931	Uniti Fiber Internet

Quantity	Service	CPE Location A	CPE Location Z	Unit Monthly Charge	Unit One-Time Charge	Extended Monthly Charge	Extended One-Time Charge
1	100 Mbps Internet	OBFD Coastal Surf Rescue Facility	Uniti Fiber Internet	\$420.00	\$1,750.00	\$420.00	\$1,750.00

Service Order Total Monthly Charge	Service Order Total Non-Recurring Charge
\$420.00	\$1,750.00

Remarks
1. Offer includes a fiber build and the delivery of a new internet connection to the A Location above on a new 36-month term. 2. Bandwidth can be upgraded within term with no additional installation charges.
DocuSign will be utilized to route this Service Order form for electronic signature, name, title, date. Please provide separate Implementation Form as soon as possible via email as electronic or scanned document to orders@uniti.com, via fax to 251-445-0642, or via online form where provided. Customer acknowledges that Customer is ordering the Services from Uniti Fiber LLC, and/or its affiliate or subsidiary companies (collectively "Uniti Fiber"), and that local, state, and federal taxes and surcharges may apply. By signing, Customer acknowledges full and complete authority to bind Customer. Additional charges for any requested demarcation extension will be passed on to Customer. Access or other fees imposed by property owner shall be borne by Customer. By signing this Service Order, Customer requests the Service ordered hereunder subject to the existing master services agreement or standard terms and conditions signed by the parties; or if none exists, then such Service is subject to the applicable terms and conditions of Uniti Fiber's standard terms and conditions (which may be changed from time to time at Uniti Fiber's discretion), a copy of which is available upon request. Uniti Fiber's master service agreement, any IP Transit service ordered hereunder shall be subject to the terms of Uniti Fiber's IP Transit Addendum which may be provided to Customer upon request and at Uniti Fiber's discretion may be changed or updated from time to time. This Service Order becomes binding on Uniti Fiber upon Order Acceptance.
This Service Order fully incorporates the agreement titled Standard Terms & Conditions signed by Customer on the date June , 2025.

Uniti Fiber

Signature: _____

Name (printed): _____

Title: _____

Date: _____

City of Orange Beach AL

Signature: _____

Name (printed): _____

Title: _____

Date: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 5, 2025**

Departments: Coastal Resources

Description of Topic: Resolution authorizing the execution of amendment five to the subaward grant agreement with the Alabama Department of Conservation and Natural Resources for the RESTORE Act state expenditure plan funded expansion of the Orange Beach Wildlife Rehabilitation and Education Program. (NW)

Background/Description: The purpose of Amendment 5 is to extend the term of the Grant Agreement to expire on December 31, 2025. Coastal Resources staff have been rebuilding enclosures once the facility moved and need additional time to complete the project and final paperwork for the grant.

Action Options/Recommendation:

Source of Funding (if applicable): No changes to the funding, the project is 100% reimbursable.

ATTACHMENTS:

1. 08-19-25 25-xxx Authorize Subaward Grant Agreement Amendment ADCNR RESTORE Act Wildlife Rehab
2. Amendment 5
3. FFATA

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT FIVE
TO THE SUBAWARD GRANT AGREEMENT WITH THE
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES FOR
THE RESTORE ACT STATE EXPENDITURE PLAN FUNDED EXPANSION OF THE
ORANGE BEACH WILDLIFE REHABILITATION AND EDUCATION PROGRAM**

FINDINGS:

1. On June 21, 2022, the City Council of the City of Orange Beach, Alabama, adopted Resolution No. 22-126 authorizing the execution of a Subaward Grant Agreement with the Alabama Department of Conservation and Natural Resources (ADCNR).
2. The attached Grant Agreement provided funding under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast Act of 2012 to the City of Orange Beach for the interior build out of the wildlife center.
3. City Council authorized Amendments 1, 2, 3, and 4 on October 4, 2022; December 19, 2023; June 18, 2024; and December 17, 2024, respectively, for the purpose(s) of amending funding amounts and extending the term of the Grant Agreement.
4. Per the provisions of the previous amendments, the Grant Agreement has expired as of July 31, 2025.
5. The purpose of Amendment 5 is to retroactively extend the term of the Grant Agreement to expire on December 31, 2025, so ADCNR may disperse funds to the City for the Orange Beach Wildlife Center Rehabilitation and Education Program in an amount not to exceed a total of One Million Ninety-Four Thousand Four Hundred Fifty Dollars (\$1,094,450.00).
6. After having reviewed said agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

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

1. That the Council authorized the Mayor and City Clerk to execute and attest, respectively, Amendment No. 5 to the Subaward Grant Agreement between the City of Orange Beach and the Alabama Department of Conservation and Natural Resources as an act for and behalf of the City of Orange Beach, subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 19th DAY OF AUGUST, 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 August 19, 2025.

City Clerk

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT – AMENDMENT NO. 5

THIS SUBAWARD GRANT AGREEMENT, (“Agreement”) is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter “ADCNR”) and the City of Orange Beach (hereinafter “Subrecipient”). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter “Parties”) agree as follows:

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter “RESTORE Act”) to Subrecipient for implementation of the RESTORE Act Direct Component project titled “State Expenditure Plan #3: Expansion of the Orange Beach Wildlife Rehabilitation and Education Program” (hereinafter “Project”). The purpose of this project is to expand the capacity and capabilities of the current Orange Beach Wildlife Rehabilitation Program and Facility in the City of Orange Beach, Baldwin County, further described in the Federal Award GNSSP22AL0043-01-05. This Agreement between the Parties will be identified by the “ADCNR Grant Number” set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.

This Amendment No. 5 is for an existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP22AL0043-01-05, Expansion of the Orange Beach Wildlife Rehabilitation and Education Program Amendment No. 5. This amendment executes the following suite of actions:

1. This amendment is to extend the Period of Performance to 12/31/2025; and
 2. All other terms & conditions stated in the original award and any previous amendments remain in effect.
2. **FEDERAL AWARD INFORMATION:** The Project’s Financial Assistance Award (hereinafter “Federal Award”) in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): GNSSP22AL0043
 - b. Federal Award Period of Performance: 05/13/2022 to 12/31/2025
 - c. Total Amount of Federal Funds Obligated To Subrecipient: \$1,094,450.00
 - d. Subrecipient UEI: JKREAZH2DMF6
 - e. Total Amount of Federal Award: \$1,192,255.00
 - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter “RESTORE Council”)
 - g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130
 - h. CFDA Number & Name: CFDA# 87.052 “Spill Impact Component Project Grants”
 - i. Indirect Cost Rate of Subrecipient: 0%
 3. **AGREEMENT FUNDING AMOUNT:** ADCNR’s funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of one million ninety-four thousand four hundred fifty and xx/100 dollars (\$1,094,450.00).
 4. **PROJECT PERIOD:** The period allowed for Project completion by the Subrecipient (hereinafter “Project Period”) shall commence on May 13, 2022 and end on December 31, 2025.

5. **AGREEMENT TERM:** The term of this Agreement shall commence when the Agreement is executed by both Parties and end on December 31, 2025 (hereinafter "Agreement Term").
6. **CLOSEOUT PROCEDURES:** The closeout process is final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports adhering to the schedule developed by ADCNR.
7. **BOYCOTT:** In compliance with Act 2016-312, Permittee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

8. **PRORATION and NON-APPROPRIATION:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Agreement shall be cancelled, and, to the extent permissible by law, the Grantee shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose. In the event that proration of appropriated funds from which the State is to pay Grantee is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the contractor shall have the option, in addition to the other remedies of the Agreement, of renegotiating the Agreement to extend or change payment terms or amounts or terminating the Contract. In all circumstances, it is agreed that the terms and commitments of this Agreement shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.
9. **FINAL PAYMENT:** Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by Subrecipient, ADCNR shall withhold an amount equal to five-percent (5%) of the Funds until such time as Subrecipient has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received ADCNR's written approval of such Final Report. Within forty-five (45) days after ADCNR's written approval of such Final Report, ADCNR shall disburse to Subrecipient all or such portion of the five-percent (5%) holdback as is properly payable to Subrecipient for Work performed under this Agreement. However, if ADCNR is satisfied that the Project is proceeding on schedule and on budget, ADCNR (acting in its sole discretion) may reduce the holdback from five-percent (5%) and disburse Funds to Recipient to pay for the costs of Work in advance of completion of the Work and submission of Final Report.

When Subrecipient has performed all the Work, subrecipient shall transmit to ADCNR a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Report shall be provided by Subrecipient to ADCNR within forty-five (45) days of Project completion. Upon approval of Final Reports, ADCNR will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, the Subrecipient shall execute and deliver to ADCNR a release of all claims, on a form provided by ADCNR, against ADCNR arising under, or by virtue of, this Agreement. Unless otherwise provided in the Agreement, by state law, or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of ADCNR's claims against the sub-recipient or its sureties under this Agreement.

10. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, AL 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

City of Orange Beach
Attn: Tony Kennon, Mayor
4099 Orange Beach Blvd.
Orange Beach, AL 36561

Nicole Woerner
Deputy Director | Coastal Resources
City of Orange Beach
P. O. Box 458
4697 Walker Avenue
Orange Beach, AL 36561
nwoerner@orangebeachal.gov

11. PARTIES REPRESENT THAT THIS AGREEMENT, AS AMENDED, SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.
12. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:
1. This Subaward Agreement;
 2. The Amendment for the existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP22AL0043-01-05 and any RESTORE Council-specific Special Award Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

**STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES**

Christopher M. Blankenship, Commissioner

Date: _____

CITY OF ORANGE BEACH

Tony Kennon, Mayor

Date: _____

DRAFT

ATTACHMENT B - FEDERAL AWARD IDENTIFICATION – REV. JANUARY 2024

The entity identified in this agreement for project: State Expenditure Plan #3: Expansion of the Orange Beach Wildlife Rehabilitation and Education Program is a SUBRECIPIENT of a subaward, in accordance with 2 CFR 200.331. Be advised, the following information describes the Federal award and subaward:

1. Federal Award Identification under 2 CFR 200.332.	
i. Subrecipient's name (must match name associated with its UEID);	City of Orange Beach
ii. Subrecipient's unique entity identifier;	UEID # JKREAZH2DMF6
iii. Federal Award Identification Number (FAIN);	GNSSP22AL0043
iv. Federal Award Date (date of award to the recipient by the Federal agency);	05/29/2025
v. Subaward Period of Performance Start and End Date;	From 05/13/2022 through 12/31/2025
vi. Subaward Budget Period Start and End Date;	From 05/13/2022 through 12/31/2025
vii. Amount of Federal Funds Obligated in the subaward;	\$1,192,255.00
viii. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity, including the current financial obligation;	\$1,094,450.00
ix. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$1,094,450.00
x. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to expand the capacity and capabilities of the current Orange Beach Wildlife Rehabilitation Program and Facility in the City of Orange Beach, Baldwin County.
xi. Name of Federal awarding agency Name of pass-through entity, and contact information for awarding official of the pass-through entity;	U.S. Department Gulf Coast Ecosystem Restoration Council: Alabama Department of Conservation and Natural Resources: ADCNR CONTACT: Commissioner Chris M. Blankenship 64 N. Union Street, Room 458, Montgomery, Alabama 36130 Phone: 251.621.1216
xii. Assistance Listings Title and Number (CFDA Number and Name); the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number (CFDA number) at time of disbursement;	Assistance Listings Title and Number: CFDA # 87.052 "Spill Impact Component Project Gains" - Total Federal Award issued to ADCNR, which is registered in SAM with the UEID number <u>WLNMNKHKF5T1</u> is <u>\$1,192,255.00</u> for CFDA # 87.052.
xiii. Identification of whether the Federal award is for research and development; and	This is not a R&D award.
xiv. Indirect cost rate for the Federal award (including if the de minimis rate is used in accordance with §200.414	ADCNR charges all costs directly, therefore the indirect cost rate is 34.95% for the Federal award.

Alabama Department of Conservation and Natural Resources
Federal Funding Accountability and Transparency Act ("Transparency Act" or "FFATA") Disclosure
Statement

Effective Date of Agreement: _____

Award Description/Title: _____

Entity Completing Form: _____

Entity's UEID: _____ <https://sam.gov/>

Address: _____

City, State, Zip : _____

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this UEID belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES NO If yes, answer next question. If no, stop here and sign form and return to DCNR

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this UEID belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986?

YES NO If no, complete the following. If yes, stop here and sign form and return to DCNR

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this UEID, belongs):

Name	Position Title	Total Compensation Amount for the Entity's last complete fiscal year

Signature

Title

Date

Typed Name of Signature



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 5, 2025**

Departments: Coastal Resources

Description of Topic: Resolution authorizing the execution of a cooperative agreement with the Alabama Department of Environmental Management (ADEM) for the city to provide permitting, regulating, monitoring, and inspection services. (NW)

Background/Description: Annual contract with ADEM for reimbursement in an amount not to exceed \$37,950.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-19-25 25-xxx Authorize Cooperative Agreement ADEM
2. 2025.07.30 Cooperative Agreement ADEM
3. 2025.07.30 Cooperative Agreement ADEM - Scope of Services

RESOLUTION NO. 25-xxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
COOPERATIVE AGREEMENT WITH THE
ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (ADEM)
FOR THE CITY TO PROVIDE
PERMITTING, REGULATING, MONITORING, AND INSPECTION SERVICES**

FINDINGS:

1. The City of Orange Beach, Alabama (the “City”) and the Alabama Department of Environmental Management (“ADEM”) have reached an Agreement (attached Exhibit A) whereby the City shall provide permitting, regulating, monitoring, and inspection services to ADEM in the amount of \$75,900.00 with ADEM to provide reimbursement for an amount not to exceed \$37,950.
2. The term of this agreement shall be for twelve (12) months commencing October 1, 2025, and ending September 30, 2026.
3. After having reviewed the attached Agreement, the City Council has determined that the provisions of the Cooperative Agreement for permitting, regulating, monitoring, and inspection services are in the best interests 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 the City Clerk to execute and attest, respectively, the service contract between the City of Orange Beach and the Alabama Department of Environmental Management as an act for and on behalf of the City of Orange Beach subject to final review by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 19th DAY OF AUGUST, 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 August 19, 2025.

City Clerk

CONTRACTUAL AGREEMENT BETWEEN
CITY OF ORANGE BEACH
AND THE ALABAMA DEPARTMENT
OF ENVIRONMENTAL MANAGEMENT

This Agreement is entered into between City of Orange Beach (Contractor) and the Alabama Department of Environmental Management (Department). This Agreement will provide for Local assistance in permitting, regulating, monitoring and inspecting certain regulated activities within the Coastal Area.

The parties hereto agree as follows:

1. Scope of Services

The Contractor will provide services as set out in the Scope of Services, which is included with this Agreement as Attachment A, and which is incorporated as if fully set out herein.

2. Payment

A. The Department agrees to reimburse the Contractor an amount not to exceed \$37,950.00 for the services performed under this Agreement. Unless otherwise specified in the workplan, mileage, travel and per diem costs will be reimbursed in accordance with state law.

B. The Contractor shall submit invoices in triplicate not more than once per quarter to the Department for actual cost incurred. The final invoice shall be submitted within thirty (30) days of expiration of this Agreement.

C. The Contractor agrees to provide \$37,950.00 in nonfederal funds or services on the project, in addition to the amount noted in subparagraph 2A. The contractor shall submit in triplicate, statements itemizing the expenditure of those matching funds.

3. Term of Agreement

All work performed under this Agreement shall begin on October 1, 2025, and shall terminate on September 30, 2026. This Agreement is conditioned upon the receipt of sufficient funds from the Alabama Legislature and/or the National Oceanic and Atmospheric Administration and is subject to termination in the event of proration of the fund from which payment under this Agreement is to be made. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties.

4. Termination of Agreement for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

5. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Contractor may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Contractor shall be paid for all work satisfactorily completed prior to termination.

6. Changes

The Department may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increases or decreases in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Department and the contractor shall be incorporated in written amendments to this Agreement.

7. Title VI and Equal Employment Opportunity

The Contractor will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements of the U. S. Environmental Protection Agency (hereinafter called "EPA") issued pursuant to that title, to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this contract.

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor shall insert a similar provision in all subcontracts for services covered by this Agreement.

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

9. Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

11. Acknowledgment

Videos, films, computer disks, printed information or other materials produced for dissemination under this agreement must include the Department's logo, prominently displayed, along with the following acknowledgment:

"This project was funded or partially funded by the Alabama Department of Environmental Management."

12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the contractor.

15. Audits and Access to Records

The Contractor agrees to abide by the requirements of the federal Single Audit Act and OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (commonly called Uniform Guidance). When financial statements are prepared and an audit is performed as a result of OMB Uniform Guidance requirements the Contractor shall provide the Department with a copy of its audit report covering the period of this contract within thirty (30) days of receipt by the Contractor of the auditor's report.

If OMB Uniform Guidance is applicable the Contractor agrees that the comptroller General of the United States or any of his/her duly authorized representatives, the Secretary of Commerce or any of his/her duly authorized representatives, the Director of ADEM or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three (3) years from the date of submission of the final financial report, have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees to provide access to any or all documents, papers, records and directly pertinent books of the Contractor involving transaction related to this Agreement upon written request from the Director of ADEM.

16. Taxes

The Contractor is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

17. Contractor Not Entitled to Merit System Benefits

In the case of Non-State Agencies under no circumstances shall the Contractor or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement.

18. Not to Constitute a Debt of the State/Settlement of Claims

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then the conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

19. Alternative Dispute Resolution

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

20. Requisite Reviews and Approvals

City of Orange Beach acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and City of Orange Beach shall not begin performing work under this contract until notified to do so by the Alabama Department of Environmental Management. City of Orange Beach is entitled to no compensation for work performed prior to the effective date of this contract.

21. Immigration Affirmation

“By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

22. Prohibition against Boycotting by Contractors

In compliance with the Act 2016-312, the Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based on or doing business with a jurisdiction with which this state can enjoy open trade.

23. Suspension and Debarment

The Contractor certifies to the best of its knowledge and belief that it and the principals are in compliance with the requirements of 2 CFR 180.335 and understands that falsely representing this certification by accepting the terms and conditions of this contract may result in the rejection of this proposal or termination of the award.

24. No Funds for Lobbying Clause.

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

25. Economic Boycotting (Act 2023-409)

In compliance with Act 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as term “economic boycott” is defined in Section 41-16-160, Code of Alabama 1975.

26. Non-appropriation and Proration (Section 41-4-144(c))

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies of services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid by any appropriations available for the purpose.

In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts or terminating the contract. In circumstances, it is agreed that the terms and commitments of this contract shall not constitute debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

City of Orange Beach

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

By: _____
Tony Kennon, Mayor
City of Orange Beach

By: _____
Edward F. Poolos
Director

As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the _____ day of _____, 2025.

ATTACHMENT A

SCOPE OF SERVICES

The City of Orange Beach (City) agrees to perform and carry out in an expedient, satisfactory and proper manner as determined by the Alabama Department of Environmental Management (Department), the services and administrative elements described below for the mutual benefit of the City and the Department. This contract is to assist the City's efforts to conduct building inspection services, review applications for construction activities and other related activities, and to assist the Department in the implementation and administration of the Alabama Coastal Area Management Plan (Management Program) and ADEM Division 8 Coastal Program rules. The City shall operate a delegated Coastal Area Management Program permitting program for construction activities on beaches and dunes as provided for under the ADEM Admin. Code 335-8-1-.12. The City shall operate this program in accordance with the Memorandum of Agreement, which was executed on February 4, 2022, between the City and the Department and as maybe updated with the mutual agreement of the City and the Department.

I. Consistency Reviews

- A. The City shall conduct reviews to insure that construction activities and other activities on Gulf-fronting beaches and dunes that are subject to ADEM Admin. Code 335-8-.08 (Construction on Beaches and Dunes) are conducted in compliance with the ADEM Division 8 Coastal Program rules and the appropriate City ordinances. The City shall conduct all reviews as provided in the ADEM Division 8 Coastal Program rules. The City shall not issue any permits inconsistent with ADEM Division 8 Coastal Program rules.

Upon conclusion of each Coastal Area Management Program permit application review, a copy of each issued Coastal Area Management Program permit or denial shall be submitted to the Department. Additionally, the following shall be maintained in the City's file:

1. A written recommendation over the signature of the Mayor or his designated official concerning issuance or denial of a permit or certification consistent with the ADEM Division 8 Coastal Program rules.
2. A copy of the complete application and any materials submitted by the applicant in support of the proposed activity.
3. A copy of all correspondence associated with the applications, including coordination letters, comment letters and final issued permit.
4. Proof of publication of a public notice as provided in Item C.
5. A copy of the transcript of any public hearing associated with the review.
6. Documentation that the review conducted included a review by the appropriate federal or state agency with responsibility for enforcing the state or federal statutes listed in ADEM Admin. Code 335-8-2-.01.
7. Documentation that the review conducted included an approved "Environmental Impact Natural Hazards Study" and the "Beach and Dune Enhancement Plan" submitted as a requirement of ADEM Admin. Code 335-8-2-.08(3)(d), or equivalent, if new rules are promulgated by ADEM.

8. Documentation that in the process of the review, that ADEM Admin. Code 335-8-1-.03, 335-8-1-.04, 335-8-1-.05, 335-8-1-.07, 335-8-1-.08, or equivalent, if new rules are promulgated by ADEM, were considered and complied with.
 9. In order to insure continued compliance with the ADEM Division 8 Coastal Program rules, each Coastal Area Management Program permit issued shall contain, at a minimum, the permit conditions listed in Attachment B of this contract.
- B. For the following activities conducted within the jurisdiction of the City, the City shall require the permit applicant to furnish documentation that the ADEM Division 8 Coastal Program rules or other ADEM regulations have been met prior to the issuance of a building permit:
1. All new commercial and residential developments located wholly or partially within the coastal area which are or will be greater than five (5) acres in size and have areas which are or could be delineated as wetlands or are adjacent to coastal waters or on properties intersected by the construction control line.
 2. Proposals to construct a new well or significantly alter an existing well in order to pump more than fifty (50) gallons of water per minute.
 3. Proposals for the construction of bulkheads, retaining wall, rip-rap or similar hardened erosion control structures along Gulf-fronting beaches and dunes.
 4. Any application for a permit that requires an "Environmental Impact and Natural Hazards Study" and/or a "Beach and Dune Enhancement Plan."
 5. Any application for a permit involving the dredging or filling of wetlands or water bottoms.
- C. The City shall issue a public notice for each Coastal Area Management Program permit application received which is determined to be subject to the permitting requirements of the ADEM Admin. Code 335-8-2-.08 and/or the equivalent City ordinance. Said public notice shall be published in a local paper of general circulation and shall provide for a public comment period of not less than thirty (30) days from date of publication of the notice. A copy of each public notice shall be submitted to the Department upon publication. All comments received from said notices and results of any public hearings resulting from said notices shall be considered by the City in making its coastal consistency determination and permit approval or denial.

II. Building Inspections

- A. ADEM supports the City who shall expedite building inspection services presently available in the Coastal Area to ensure that additions to structures, new structures, and reconstructions on properties within the City's jurisdiction are built according to relevant building codes, and local codes. Building inspections of projects within the Coastal Area involving wetlands fill or dredging, commercial developments, residential developments and subdivisions of property which are or will be greater than five (5) acres in size, the construction of bulkheads or other similar erosion control structures and projects impacting state water bottoms (including piers, boathouses and similar structures) shall be conducted to ensure that all structures are permitted or otherwise approved by the Department and/or

that they are otherwise constructed consistent with the permit and/or other authorization issued by the Department.

- B. The definitions of Coastal Area, construction activities, structures, and other pertinent wording shall be defined by ADEM Administrative Code Rule 335-8-1-.02, or equivalent section if new rules are promulgated by ADEM.
- C. The City shall notify permit applicants that they are required to obtain an ADEM Construction Stormwater Discharge Permit for any land disturbing activities affecting greater than one (1) acre. Applicants shall contact ADEM's Mobile Branch Office.

III. Dune Protection

- A. The City agrees to patrol the beach and dune areas and to maintain posted signs in these areas to enforce Act 775, Acts of Alabama 1973, page 1184 (Protection of Sand Dunes), Act 971, Acts of Alabama 1973, page 1487 (Protection of Wild Sea Oats), Act 81-563, Acts of Alabama 1981, page 948 (vehicles on beaches and dunes), the provisions of ADEM Administrative Code R 335-8-2-08(3), R335-8-2-.08(6), and any dune and beach ordinances.
- B. The City shall maintain and erect appropriate signage as needed related to Act 971, Acts of Alabama 1973, page 1487 (Protection of Wild Sea Oats) and Act 81-563, Acts of Alabama 1981, page 948 (Vehicles on Beaches and Dunes).
- C. The City shall maintain a construction control line as approved by the Department and in conformance with ADEM Admin. Code 335-8-1-.02(p) and regulate activities associated with the construction control line through local ordinances which are at least as stringent as those found in the ADEM Division 8 Coastal Program rules, in particular R335-8-2-.08, or equivalent, if new rules are promulgated by the Department.
- D. The City shall notify the Department of any activities such as special exception uses, variances, zoning changes and replatting or resubdivision of any lots which involve properties intersecting the construction control line.
- E. The City may purchase sand-fencing and vegetation native to the Gulf-fronting beaches and dunes to enhance and stabilize public-owned beaches within the City's jurisdiction.

IV. Monitoring (Surveillance)

- A. The City shall conduct monitoring activities to assist the Department in ensuring that uses previously reviewed or permitted, and those uses subject to the Management Program which have not been submitted for review, are carried out in a manner consistent with the appropriate City ordinances and the ADEM Admin. Code R 335-8-2-.08, or equivalent, if rules are promulgated by the Department.
- B. The City shall take authorized enforcement actions against violators and shall provide written notification to the Department upon detection of unauthorized activities.
- C. The City shall perform weekly monitoring along the beachfront property within its jurisdiction to ensure no unpermitted construction is taking place along the beaches of Alabama. This monitoring shall be performed from the seaward side of gulf-fronting structures. This monitoring may include water quality monitoring.

- D. The City shall notify the Department of any construction activities or uses that lie within its corporate limits or permitting jurisdiction which are of concern to the local unit of government or its citizens, and may be inconsistent with the Management Program. Such notification shall be addressed to the ADEM Coastal/Facility Section office.

V. Permit Information Center

- A. A Permit Information Center shall be established and maintained by the City in a central location to provide information on activities regulated by city, county, state and federal agencies. Persons proposing a use in the coastal area and the general public must be able to visit the Center and obtain general information on Coastal Zone Management, a determination of the permits needed, copies of necessary permit applications and assistance in filling out necessary forms.
- B. The City shall notify all other local departments, agencies and officials which have permitting authority in the City's jurisdiction of the construction control line and the specific requirements for construction and other activities which take place on property intersected by the construction control line.

VI. Personnel and Training

- A. The City shall hire sufficient personnel to accomplish the requirements of this Scope of Services, including permitting, inspections, monitoring, and other required duties. Said personnel shall be provided proper equipment to accomplish their duties, including a dedicated 4 wheel drive vehicle for beach and dune monitoring and inspections, and any other required equipment. Required vehicles and equipment may be purchased using funds provided under this Cooperative Agreement.
- B. The City shall conduct a training program for new personnel employed to carry out the services in (I.) through (V.) above.
 - 1. Personnel training must be conducted to ensure knowledge of (1) appropriate provisions of the Alabama Coastal Area Management Plan document, (2) appropriate state acts, (3) applicable federal laws, (4) ordinances, and (5) ADEM Division 8 Coastal Program rules.
 - 2. A minimum of two hours of initial training and additional refresher training, as needed, must be provided for each employee.
 - 3. A record of training conducted shall be maintained to document the subject matter, hours, dates, attendees and instructors.
 - 4. Upon request, the Department will provide technical assistance in providing required training.

VII. Beach Cleanups

- A. The City shall conduct weekly beach and dune litter cleanups on all city-owned public beach sites. The City shall submit monthly progress reports regarding quantity or nature of litter removed from the beach sites. The City shall provide trash and recycling receptacles at all public access sites.

- B. The City shall assist the Alabama Department of Conservation and Natural Resources-State Lands Division-Coastal Section and the Department during coastal cleanups and Adopt-A-Beach activities, if requested to do so.

VIII. Reporting

- A. Copies of all public notices issued for Coastal Area Management Program permit applications subject to the permitting requirements of ADEM Admin. Code 335-8-2-.08 and/or the equivalent City ordinance shall be submitted to the Department within five (5) days of publication.
- B. A monthly progress report must be prepared by the City and submitted to the Department within thirty (30) days of the end of each month. This report shall include the following:
 - 1. Number and type of building inspections performed for projects on Gulf-fronting properties and for other projects within the Coastal Area.
 - 2. Number of building permit applications received for Gulf-fronting properties.
 - 3. The number of building permit applications received for Gulf-fronting properties which are subject to the permitting requirements of ADEM Admin. Code 335-8-2-.08, and/or equivalent City ordinance.
 - 4. Number of building permit issued for project on Gulf-fronting properties.
 - 5. Number of Coastal Area Management Program permits issued under ADEM Admin. Code 335-8-2-.08, and/or equivalent City ordinance.
 - 6. A copy of each Coastal Area Management Program permit issued under ADEM Admin. Code 335-8-2-.08, and/or equivalent City ordinance.
 - 7. Number of beach front monitoring patrols conducted including the number of miles of beach monitored during each patrol.
 - 8. Number and type of coastal program violations and type of actions taken (spot correction, formal enforcement action, etc.).
 - 9. A tally of the number of visitors to the permit information center.
 - 10. A note on any changes in the program, such as the addition of new personnel for the monthly reporting period.

ATTACHMENT B

PERMIT CONDITIONS

1. The permittee bears full responsibility for the accurate determination of the location of the construction control line and the location of all structures on the property specified in this permit, and may be subject to administrative action for the construction of any structures constructed seaward of the construction control line.
2. Should cultural resources be encountered during project activities, all construction activities must cease and the permittee shall contact the Alabama Historical Commission immediately. This condition should be placed on the construction plans to ensure contractors are aware of it.
3. During construction activities, a copy of this permit must be kept on-site at all times and must be made available for inspection by the City, the Alabama Department of Environmental Management or its representative upon request.
4. This permit is conditioned upon continued compliance with the Alabama Coastal Management Program.
5. No construction materials or debris may be stored or placed seaward of the construction control line.
6. No sand shall be removed from the construction site. Any excess sand shall be placed in areas designated by the City, the Alabama Department of Environmental Management or its representative.
7. Unless specifically authorized by this permit, no equipment shall be operated seaward of the construction control line excepting that essential to the construction of dune walkovers, and pumping water to set pilings. All runoff water from the jetting of pilings shall be directed and contained landward of the CCL. The Permittee shall restore any disturbed areas seaward of the construction control line and outside the "footprint" of construction to pre-project conditions. All restoration work is subject to review and approval by the City, the Alabama Department of Environmental Management or its representative.
8. This permit does not relieve the applicant or permittee of the responsibility to comply with all applicable federal, state, county and municipal laws, rules or ordinances nor to obtain any other licenses or permits which may be required thereby.
9. Any fill materials used in undertaking the activities authorized by this permit shall be free of construction debris, rocks or other foreign matter and shall consist of sand which is similar to that existing on the site in both coloration and grain size. No clay materials may be used unless specifically approved by the City.
10. The permittee shall allow any duly authorized employee of the City, the Alabama Department of Environmental Management, or Attorney General or District Attorney to enter upon the premises associated with the project authorized by this permit for the purposes of ascertaining compliance with the terms and conditions of the permit and with the rules and regulations of the Alabama Department of Environmental Management.

11. This permit does not authorize any activity or result therefrom not specified herein, nor does this permit convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to persons or property or invasion of other rights or any infringement of federal, state, or local laws or regulations.
12. The permittee shall provide enclosed containers for refuse on the project site.
13. The permittee shall not commence construction of any house, building or other structure until the permittee has received a building permit from the appropriate local or county authority responsible for implementation of the National Flood Insurance Act of 1968, as amended, and regulations adopted thereunder.
14. The construction activities authorized by this permit shall commence within twelve (12) months of the date of issuance and shall be completed within thirty-six (36) months of the date of issuance of this permit. The permittee may request extensions by providing written notice to the City within sixty (60) days prior to the time limitations specified above. Upon such notice the City may require the submission of additional information and/or a new permit application and additional fees may be required.



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 5, 2025**

Departments: City Clerk

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

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-19-25 25-xxx Appoint CVB GSOB Tourism Board of Directors Groux
2. 2025.07.24 Letter from GSOBT - Reappointment Request Groux

RESOLUTION NO. 25-xxx

**A RESOLUTION REAPPOINTING PENNY GROUX TO THE
GULF SHORES AND ORANGE BEACH TOURISM BOARD OF DIRECTORS**

FINDINGS:

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

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

1. That Penny Groux is hereby reappointed to serve as a member of the Gulf Shores and Orange Beach Tourism Board of Directors for a four-year term which ends September 2029;
2. That it be reaffirmed that the following persons have been appointed to the Gulf Shores and Orange Beach Tourism Board of Directors for the terms set out below:

Bill Brett, term ending September 2026

Susan Boggs, term ending September 2027

Tony Kennon, term ending September 2028

Penny Groux, term ending September 2029

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

ADOPTED THIS 19th DAY OF AUGUST, 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 August 19, 2025.

City Clerk



July 24, 2025

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

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

Dear Council Members:

The term of Penny Groux on our Board of Directors will expire in September of this year. She has represented the City of Orange Beach as an accommodations partner since 2018. She has graciously agreed to serve another 4-year term. As such, we are kindly requesting her reappointment to this position.

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

Your consideration in this matter is greatly appreciated.

Best regards,

Glen Kaiser
Chairman, CVB Board of Directors



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 5, 2025**

Departments: City Clerk

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

Background/Description:

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

1. 08-19-25 25-xxx Authorize Performance Contract Tennis Brandy Reeves
2. 2025.08.01 Performance Contract Brandy Reeves Tennis

RESOLUTION NO. 25-xxx

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

FINDINGS:

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

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

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

ADOPTED THIS 19th DAY OF AUGUST, 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 August 19, 2025.

City Clerk

PERFORMANCE CONTRACT

This Agreement is made and entered into by and between the City of Orange Beach, a Class 8 Alabama municipal corporation (hereinafter the "City") and Brandy Reeves, an individual (hereinafter the "Contractor"), as follows:

1. Recitals

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

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

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

2. Services to be Performed

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

3. Compensation

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

4. Term.

The term of this Agreement is twelve (12) months commencing September 1, 2025, and ending August 31, 2026.

5. Independent Contractor.

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

6. Insurance.

- a) For the term of this Agreement, the Contractor shall acquire and maintain in full force and affect throughout the life of this agreement a policy or policies of insurance in coverages and amounts satisfactory to the City as evidenced by the certificate of insurance attached hereto as "Exhibit A", with the City being named as an additional insured or certificate holder as the City may require.

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

7. Assignment.

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

8. Compliance with Law.

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

9. Termination.

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

10. Final Agreement.

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

11. Modifications.

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

12. Severability.

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

13. Law Governing.

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

14. Permits, etc.

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

15. Background Check and Drug Testing

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

16. Indemnification

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

17. Confidentiality

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

18. Notices.

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

City of Orange Beach:

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

Copy to:

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

And to Contractor:

Brandy Reeves
5231 Washington Boulevard
Orange Beach, AL 36561

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

CITY OF ORANGE BEACH

By: _____
Tony Kennon
Mayor

ATTEST:

Renee Eberly, City Clerk

CONTRACTOR:

BRANDY REEVES

Brandy Reeves, an Individual

STATE OF ALABAMA
COUNTY OF BALDWIN

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

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

Given under my hand and seal this the _____ day of _____, 2025.

(SEAL)

Notary Public
My Commission Expires: _____



**REGULAR COMMITTEE OF THE WHOLE MEETING
AUGUST 5, 2025**

Departments: Community Development

Description of Topic: Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0414-PUD-25, The Wharf Landing Villas PUD. (Suggested date 9/2/2025) (GP)

Background/Description: Sawgrass Consulting LLC, on behalf of The Wharf Landing LLC and Intracoastal Investments LLC, requests **Preliminary and Final PUD Approval** to rezone Lot 3 of The Wharf Landing Phase 2 Subdivision from General Business (GB) to Planned Unit Development (PUD) for a gated single-family residential subdivision containing 12 lots. The property is located east of the proposed Margaritaville resort. The application and fees for this application were received on March 20, 2025.

Action Options/Recommendation:

Source of Funding (if applicable):

ATTACHMENTS:

None